

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">08/07/18</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT (6704 SOUTH LOVERS LANE ROAD) (APPROXIMATELY 0.44 ACRES) (GREGORY NISENBAUM, PRESIDENT OF NISENBAUM HOMES & REALTY, INC., APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.12.</i></p>

At their July 19, 2018 meeting, following a properly noticed public hearing, the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to R-8 Multiple-Family Residence District (6704 South Lovers Lane Road) (approximately 0.44 acres) (Gregory Nisenbaum, President of Nisenbaum Homes & Realty, Inc., Applicant).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2018-_____, an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to R-8 Multiple-Family Residence District (6704 South Lovers Lane Road) (approximately 0.44 acres) (Gregory Nisenbaum, President of Nisenbaum Homes & Realty, Inc., Applicant).

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of July 19, 2018****Rezoning**

RECOMMENDATION: Department of City Development staff recommends approval of the Rezoning Application, subject to the conditions set forth in the attached draft ordinance.

Project Name:	Nisenbaum Homes & Realty Rezoning
Project Location:	6704 South Lovers Lane Road
Property Owner:	Nisenbaum Homes & Realty Rezoning
Applicant:	Nisenbaum Homes & Realty, Inc.
Agent:	Gregory Nisenbaum, Nisenbaum Homes & Realty, Inc.
Current Zoning:	R-3 Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	Residential – Multi-Family
Use of Surrounding Properties:	Multi-family residential to the north, south, east and west
Applicant's Action Requested:	Approval of the Rezoning for future residential development

Introduction and Project Description

On June 8, 2018 Gregory Nisenbaum of Nisenbaum Homes & Realty, Inc. filed a Rezoning Application for property located at 6704 S. Lovers Lane Road in anticipation of a future residential subdivision development. The Rezoning Application requests to rezone the property from R-3 Suburban/Estate Single-Family Residence District to R-8 Multiple-Family Residence District. The subject parcel is approximately 0.44 acres.

Comprehensive Master Plan:

- *Consistent with, as defined by Wisconsin State Statute, means "furthers or does not contradict the objectives, goals, and policies contained in the comprehensive plan."*

The property is currently designated as Residential – Multi-Family. As such, the proposed rezoning is consistent with the anticipated future residential development. It should be noted that single-family residential is also allowed within the R-8 District zoning as a Special Use.

Public Sewer and Water Service

Public sanitary sewer and water service is available to the site and connections will be required for any future development.

Natural Resource Protection Plan

The applicant has included best available natural resource features information, including review of Wisconsin Department of Natural Resources and National Flood Insurance Program mapping.

A detailed Natural Resource Protection Plan will be required upon submittal of an application to further develop the parcel. All natural resources required for protection will be placed within a Conservation Easement at that time.

Staff Recommendation

Department of City Development staff recommends approval of the Rezoning Application, subject to the conditions set forth in the attached draft ordinance.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2018-____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL
OF LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE
DISTRICT TO R-8 MULTIPLE-FAMILY RESIDENCE DISTRICT
(6704 SOUTH LOVERS LANE ROAD)
(APPROXIMATELY 0.44 ACRES)
(GREGORY NISENBAUM, PRESIDENT OF NISENBAUM
HOMES & REALTY, INC., APPLICANT)

WHEREAS, Gregory Nisenbaum, President of Nisenbaum Homes & Realty, Inc., having petitioned for the rezoning of a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to R-8 Multiple-Family Residence District, such land being located at 6704 South Lovers Lane Road; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 19th day of July, 2018, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from R-3 Suburban/Estate Single-Family Residence District to R-8 Multiple-Family Residence District:

That part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section line, 663 feet East of the Northwest corner of said 1/4 Section; running thence South and parallel with the West line of said 1/4 Section, 80 feet to a point; thence East and

parallel with the North line of said 1/4 Section, 272.25 feet to a point; thence North and parallel with the West line of said 1/4 Section, 80 feet to a point on the North line of said 1/4 Section; thence West along said North line 272.25 feet to the point of commencement, and reserving the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969, in Reel/Volume 480, Image/Page 784, as Document NO. 4464721 (approximately 0.44 acres). Tax Key No. 747-9979-000.

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

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

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

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

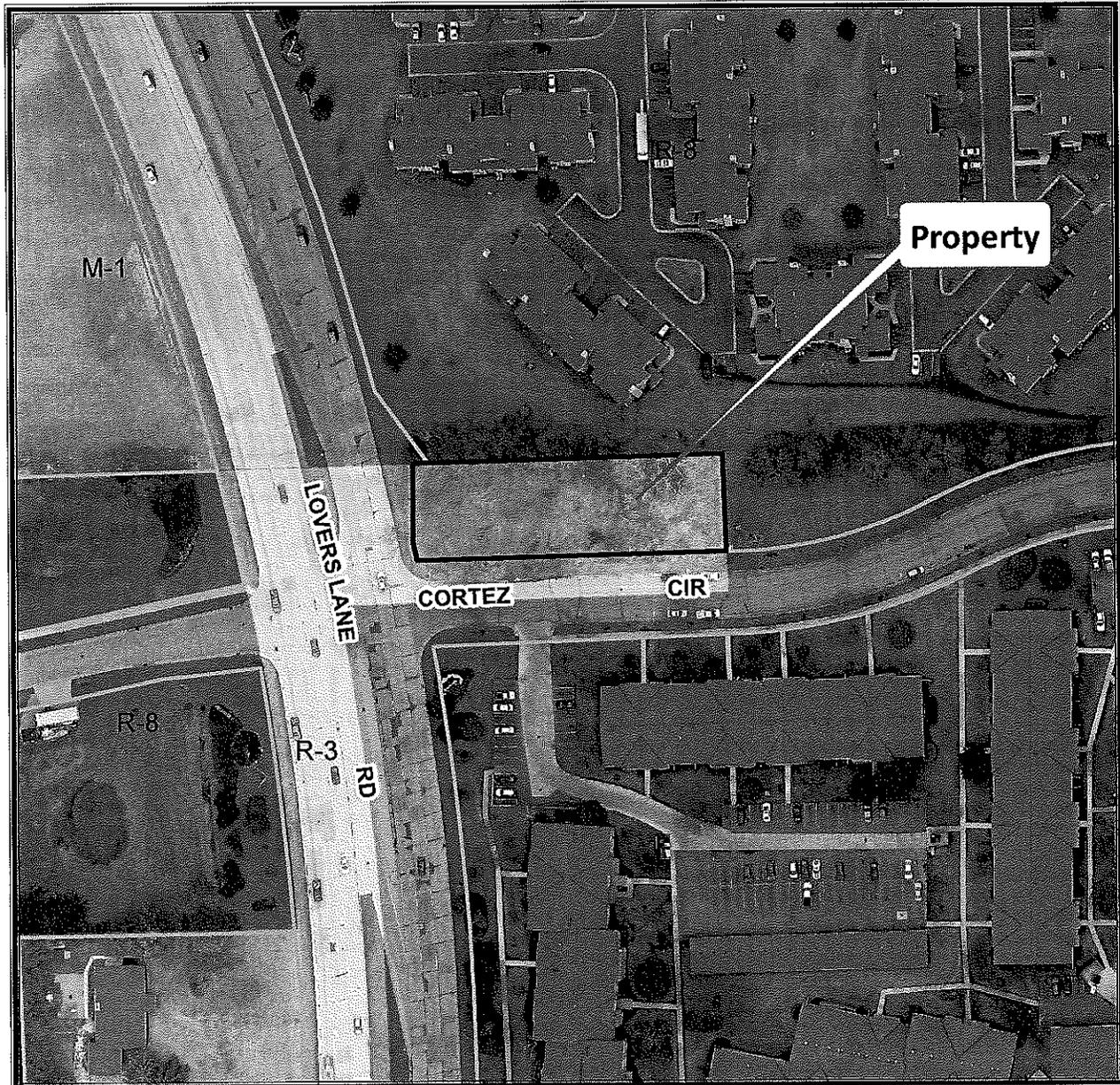
ATTEST:

Sandra L. Wesolowski, City Clerk

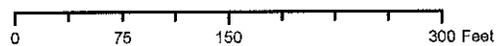
AYES _____ NOES _____ ABSENT _____



6704 S. Lovers Lane Road
TKN: 747 9979 000



Planning Department
(414) 425-4024

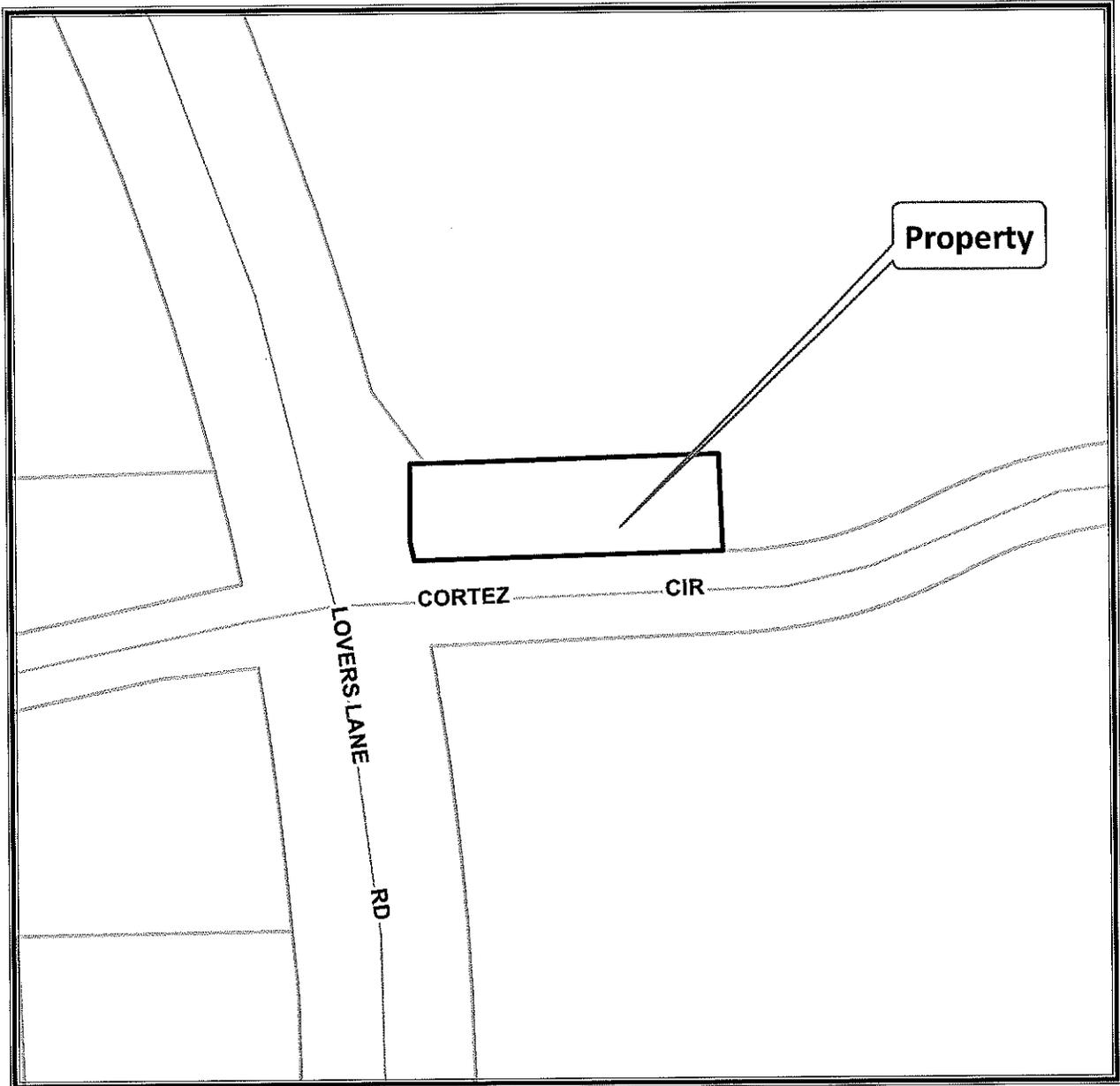


2017 Aerial Photo

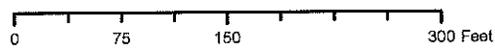
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



6704 S. Lovers Lane Road
TKN: 747 9979 000



Planning Department
(414) 425-4024



2017 Aerial Photo

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

City of Franklin Department of City Development

Date: July 3, 2018

To: Greg Nisenbaum, Nisenbaum Homes & Realty, Inc. - responses in "RED" below

From: City Development Staff

RE: Nisenbaum Homes & Realty, Inc. Rezoning – Staff Comments

Please be advised that City Staff has reviewed the above application for the property located at 6704 South Lovers Lane Road. Department comments are as follows for the Rezoning Application submitted by Greg Nisenbaum of Nisenbaum Homes & Realty, Inc. and City file-stamped June 8, 2018.

Planning Department

1. Some of the maps provided illustrate an incorrect boundary and acreage. The site is approximately 0.44 acres, not 0.71 or 0.75 acres. Maps were corrected.
2. Prior to any future development, a detailed, field investigated Natural Resource Protection Plan will be required. Note that if it is determined that the trees onsite do constitute young woodland, 50% of those trees must be protected upon development of the site. Acknowledged. Full NRPP will be performed at later date.
3. Please label a map or the Plat of Survey as "Rezoning Exhibit" and note the existing and proposed zoning information on the parcel (see below). Exhibit added.
 - Current Zoning: R-3 Suburban/Estate Single-Family Residence District
 - Proposed Zoning: R-8 Multiple-Family Residence District
4. You reference the Site Intensity and Capacity Calculation worksheets being attached; however, I do not see that they were submitted. Staff recommends that calculations be completed for the R-3 District and R-8 District to compare the existing and proposed zoning. Also note that these calculations will be assuming no natural resources are onsite, which is still subject to field verification. Site Intensity and Capacity Calculations worksheets are attached. Completed, per assumed site conditions.

Engineering Department Comments

The Engineering Department does not have any comments related to the rezoning request as engineering related comments will depend upon a specific development proposal.

Police Department Comments

The Franklin Police Department has reviewed the application for 6704 S. Lovers Lane Road. The Police Department has no issues with this request.

Fire Department Comments

The Fire Department has no comments/concerns regarding the proposed rezoning. Fire protection requirements will be based per size/construction type of future occupancies.

Franklin

JUL 09 2018

City Development

LETTER OF TRANSMITTAL

LANDMARK

ENGINEERING SCIENCES, INC.

119 Coolidge Avenue - Suite 100, Waukesha, WI 53186-6602

Telephone: 414-719-2769

Email: LandMark-Engineering@live.com

To: Gregory Nisenbaum
Nisenbaum Homes, Inc.
8103 S. Country Club Circle
Franklin, WI 53132

Date: July 9, 2018

Project No.: 2672.00

Description: *Preliminary Natural Resources Protection Plan Assessment*
6704 S. Lovers Lane Road
City of Franklin, Wisconsin 53132

WE ARE SENDING YOU the following items via: U. S. Mail Overnight Hand Deliver Other:
 Fax 13 pages E-Mail gregoryn@nisenbaumhomes.com

Copies/Qty.	Date	Description
1	09 JUL 2018	Preliminary Natural Resources Protection Plan Assessment (with attachments)

THESE ARE TRANSMITTED as checked: For Approval For Your Use For Review & Comment
 As Requested Other:

Message:

Attached is the report summarizing the public record research results for the referenced lot, as requested.

If you have any questions or comments on the *NRPP Assessment*, please call. Thank you.

Copy to: file

Signed: 

If enclosures are not as noted, kindly notify us at once.

LANDMARK

ENGINEERING SCIENCES, INC.

119 COOLIDGE AVENUE - SUITE 100, WAUKESHA, WISCONSIN 53186-6602

TELEPHONE: 414-719-2769

EMAIL: LandMark-Engineering@live.com

Preliminary Natural Resources Protection Plan Assessment

Project: Residential Lot Rezoning

Project No.: 2672.00

Location(s): 6704 S. Lovers Lane Road
City of Franklin, Wisconsin 53132

Client: Nisenbaum Homes, Inc.

OBSERVATIONS:

At the request of Greg Nisenbaum of Nisenbaum Homes, Inc. (client), LANDMARK ENGINEERING SCIENCES, INC. (LandMark) conducted a Natural Resources Protection Plan (NRPP) assessment for the referenced property (henceforth referred to as "the Site"). The assessment consisted of research and review of publicly available information on environmental conditions affecting the Site.

A review of the National Flood Insurance Program (NFIP) Flood Insurance Rate Map (FIRM) for Milwaukee County, Wisconsin was conducted to evaluate flood risks for the Site. The Site is covered on Map Number 55079C0141E. This map indicates the Site and adjacent properties are located outside any recognized flood hazard areas.

A review of the Wisconsin Department of Natural Resources (WDNR) *Surface Water Data Viewer* indicates no mapped wetlands or bodies of water on or immediately adjacent to the Site. Also, a review of the Wisconsin Remediation and Redevelopment Database indicates no environmental releases or cleanup have been or are currently being addressed on the Site or any adjacent properties.

A review of the *Soil Survey of Milwaukee and Waukesha Counties, Wisconsin*, prepared by the U.S. Department of Agriculture, Natural Resources Conservation Service (USDA-NRCS), indicates that the Site soils are Blount silt loams (B1A) and Ozaukee silt loams (OzaB2).

Blount silt loams are soils formed on moraine landforms. They consist of somewhat poorly drained, very low to moderately high transmissivity, loess over calcareous, clayey till. Depth to groundwater is reported to be between 6" to 24" below ground surface; hence, these soils are not considered to be hydric soils, but may have occasional hydric inclusions located within depressional areas.

Ozaukee silt loams are soils formed on end and ground moraine landforms. They consist of moderately well drained, moderately low to moderately high transmissivity, loess over wisconsinan age silty and clayey till. Depth to groundwater is reported to be between 24" to 42" below ground surface; hence, these soils are not considered to be hydric soils.

A review of the Milwaukee County historical aerial photographic records indicates that a farmhouse existed on the Site from before 1937 until sometime shortly before 2010, when it was demolished. The 2015 aerial photograph indicates the site is currently vacate of buildings.

A review of site topographical information indicates no major depressional areas on the Site. Also, the stormwater runoff direction is expected to be east-southeast across the Site.

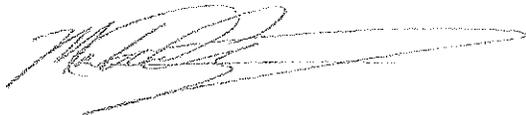
CONCLUSIONS / RECOMMENDATIONS:

LandMark concludes that:

- 1) Per information obtained during the review of the topographical survey information, the Site appears to have slopes greater than 10%.
- 2) Our review of historical aerial photographs indicates the Site was a developed residential property for +/-80 years before the buildings were removed between 2009-2010. Thus, on-site tree resources are considered tertiary growth and not old growth trees. This "young" woodland growth is primarily along the property boundaries and appears to cover less than 50% of the Site.
- 3) Our WDNR and Milwaukee County data resource review indicates the Site does not have identified natural water resources (streams, ponds, lakes, wetlands, etc.) present.
- 4) Soil conditions identified on the Site by the USDA Soil Survey indicate the central portion of the Site has the potential for hydric soil inclusions. Hydric soils are one of the three conditions evaluated for when conducting a wetland delineation study, with the other two conditions being hydrophilic plants species and hydrology/hydrogeology conditions. For an undisturbed area, all three conditions must be present for a wetland to be delineated in that area. Also, for a previously developed (or "disturbed") site, only two of these three conditions must be present for a wetland to be delineated for that area. However, LandMark believes it unlikely that a wetland would be identified in the central portion of the Site because of several reasons, including –
 - a) The farmhouse, driveway, etc. was located over most of this area up until 2010.
 - b) Topographical information does not indicate depressional or "low" areas on the Site where shallow groundwater or surface water runoff might accumulate to create satisfactory conditions for a wetland.
- 5) Based on the above information, LandMark believes a "no natural resources" determination is likely appropriate for the Site.

The conclusions and recommendations in this NRPP summary are made only with respect to the public-source data available for review and are not indicative of a thorough NRPP analysis or study. A thorough NRPP analysis or study may include field testing and on-site observations.

LANDMARK ENGINEERING SCIENCES, INC.



Mark D. Augustine, PE, PLS, CHMM
President

encl: Metropolitan Survey Topographical Survey
USDA Soil Survey Information
WDNR Surface Water Data Viewer Map
WI Remediation & Redevelopment Database
Historical Aerial Photos (1937, 2005 & 2010)



E:\Libraries\Documents\Landmark\2672 - Nisenbaum_NRPP (Franklin-Env)\2672-Prelim NRPP Assessment.Docx

Nisenbaum Homes

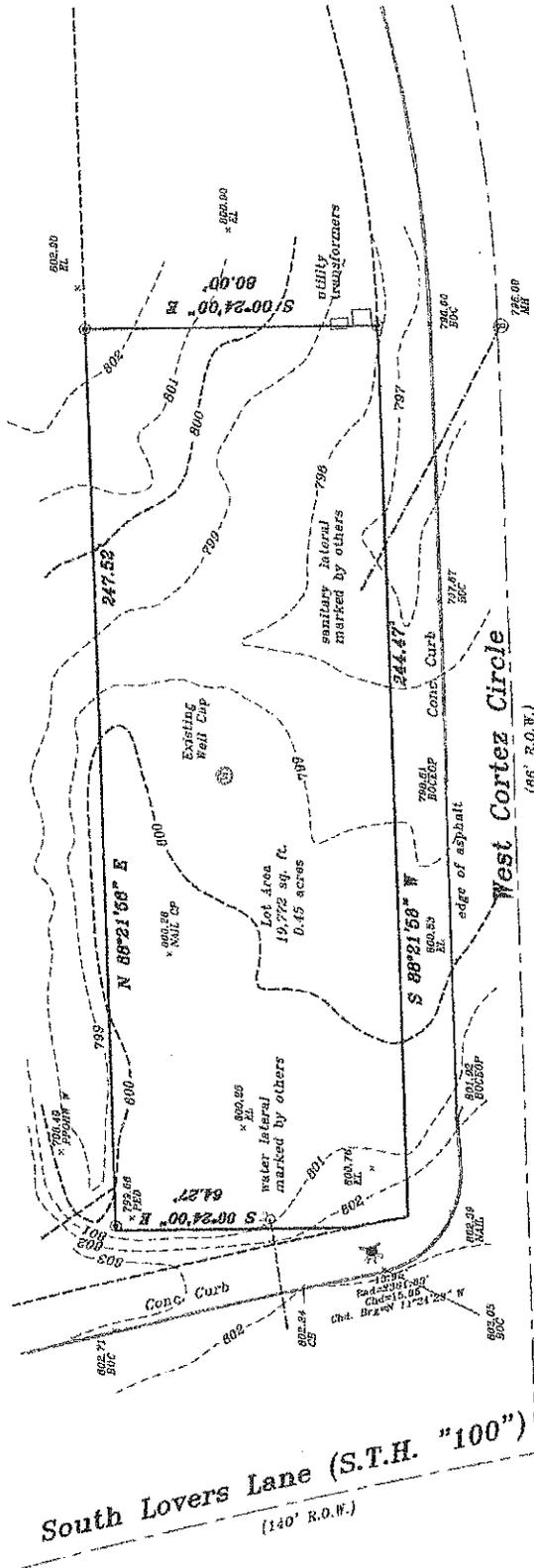
PLAT OF SURVEY

LOCATION: 6704 South Lovers Lane, Franklin, Wisconsin

LEGAL DESCRIPTION: That part of the Southwest 1/4 of Section 5, in Township 5 North, Range 21 East, bounded and described as follows: Commencing at a point in the North 1/4 Section line, 663 feet East of the Northwest corner of said 1/4 Section; running thence South and parallel with the West line of said 1/4 Section, 80 feet to a point; thence East and parallel with the North line of said 1/4 Section, 272.25 feet to a point; thence North and parallel with the West line of said 1/4 Section, 80 feet to a point on the North line of said 1/4 Section; thence West along said North line 272.25 feet to the point of commencement, and reserving the West 24.75 feet for highway purposes, further excepting those lands conveyed to the State of Wisconsin in an instrument recorded May 23, 1969, in Reel/Volume 480, Image/Page 784, as Document NO. 4464721.

May 15, 2018

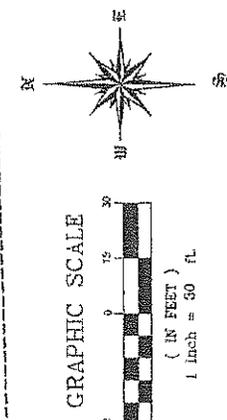
Survey No. 109506



Note:
No Title Policy was Provided
at the time of this Plat of Survey

METROPOLITAN SURVEY SERVICE, INC.
 PROFESSIONAL LAND SURVEYORS AND CIVIL ENGINEERS
 3415 West Forest Home Avenue, Suite 202
 Hales Corners, Wisconsin 53130
 PH. (414) 573-5390 FAX (414) 573-8787
 email address: survey@metropoliansurvey.com

⊗ --- Denotes Iron Pipe Found
 ○ --- Denotes Iron Pipe Set
 000.0 --- Denotes Proposed Grade
 --- Denotes Proposed Silt Screen

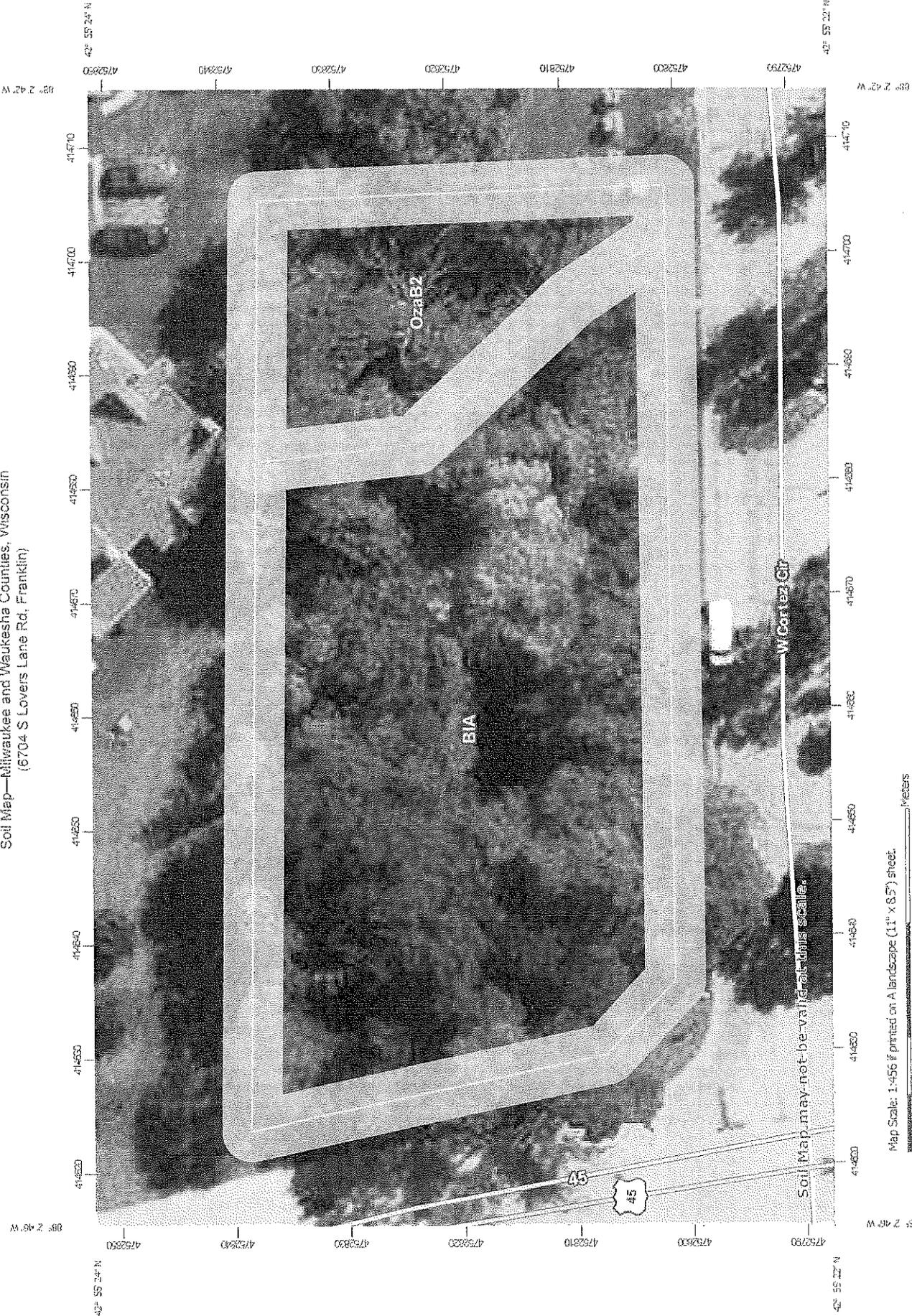


I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PARCELS ADJOINING THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE OR TO SUBVERT THE TITLE THEREIN WITHIN ONE (1) YEAR FROM THE DATE HEREON.

830-482
Dennis C. Sauer
 Professional Land Surveyor S-3421

Soil Map—Milwaukee and Waukesha Counties, Wisconsin
 (6704 S Lovers Lane Rd, Franklin)



Map Scale: 1:456 if printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Milwaukee and Waukesha Counties,
Wisconsin
Survey Area Date: Version 13, Oct 6, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 7, 2014—Sep 22, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowcut

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

Spot Area

Stony Spot

Very Stony Spot

Wet Spot

Other

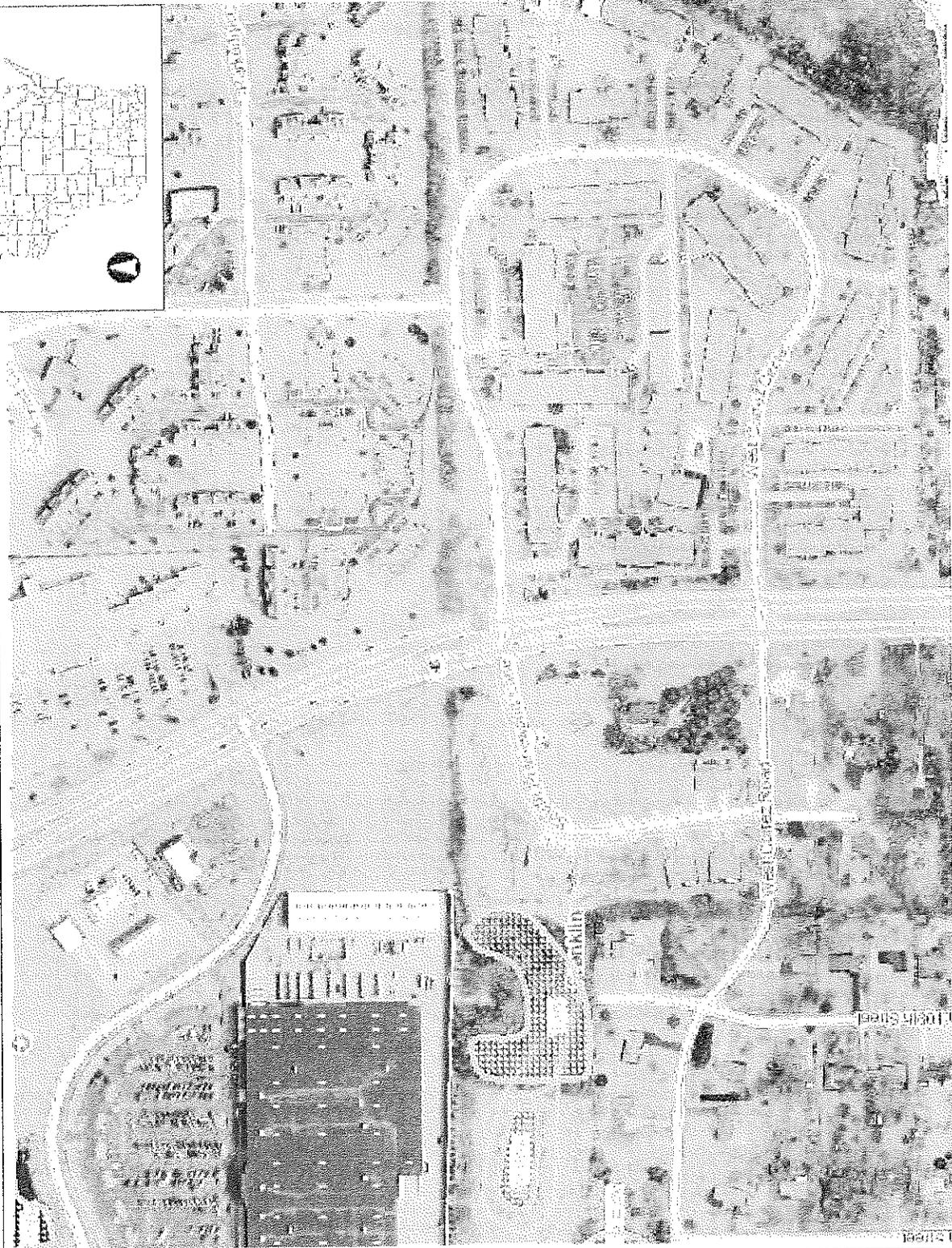
Special Line Features

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BIA	Blount silt loam, 1 to 3 percent slopes	0.6	79.3%
OzaB2	Ozaukee silt loam, 2 to 6 percent slopes, eroded	0.1	20.7%
Totals for Area of Interest		0.7	100.0%



Surface Water Data Viewer Map



Legend

- PNW-ASNRI Sensitive Areas of Lakes
- PNW-ASNRI Wild and Scenic Rivers
- PNW-ASNRI Outstanding and Exceptional Streams
- PNW-ASNRI Trout Streams
- PNW-ASNRI Wild Rice Streams
- PNW-ASNRI Outstanding and Exceptional Lakes
- PNW-ASNRI Special Area Management Plan Streams
- PNW-ASNRI Special Wetlands Inventory Study Streams
- PNW-ASNRI Coastal Wisconsin Wetlands Streams
- PNW-ASNRI Special Area Management Plan Areas
- PNW-ASNRI Special Wetlands Inventory Study Areas
- PNW-ASNRI Coastal Wisconsin Wetlands Areas
- PNW-ASNRI Wild Rice Areas
- PNW-ASNRI Trout Spring Ponds
- PNW-ASNRI State Natural Areas
- PNW-PRF Other Public Rights Features
- PNW Musky Streams
- PNW Sturgeon Streams
- PNW Musky Areas
- PNW Sturgeon Areas
- PNW Walleye Areas

Notes

priority waterways & mapped wetlands

0.1 Miles

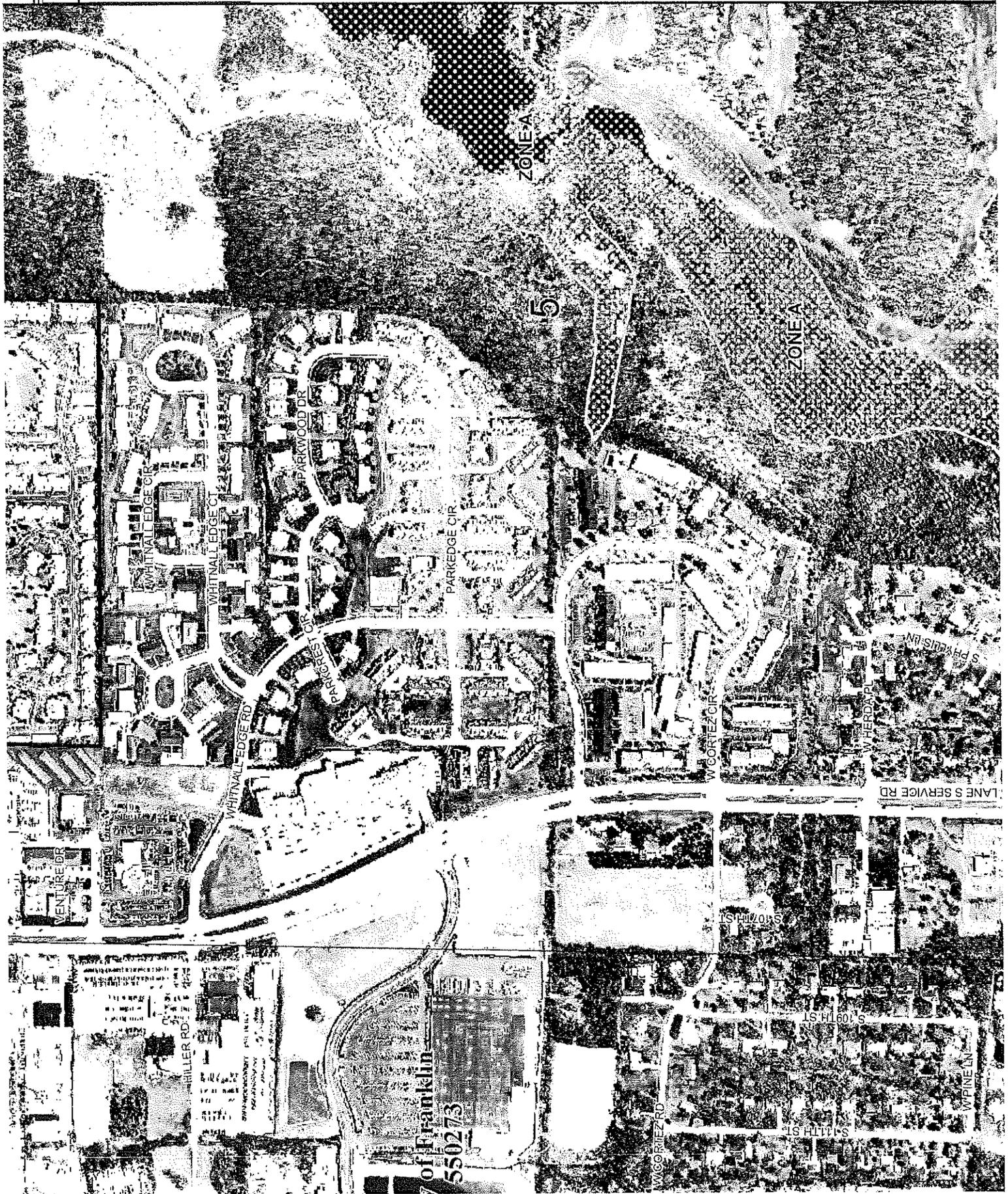
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NAD_1983_HARN_Wisconsin_TM

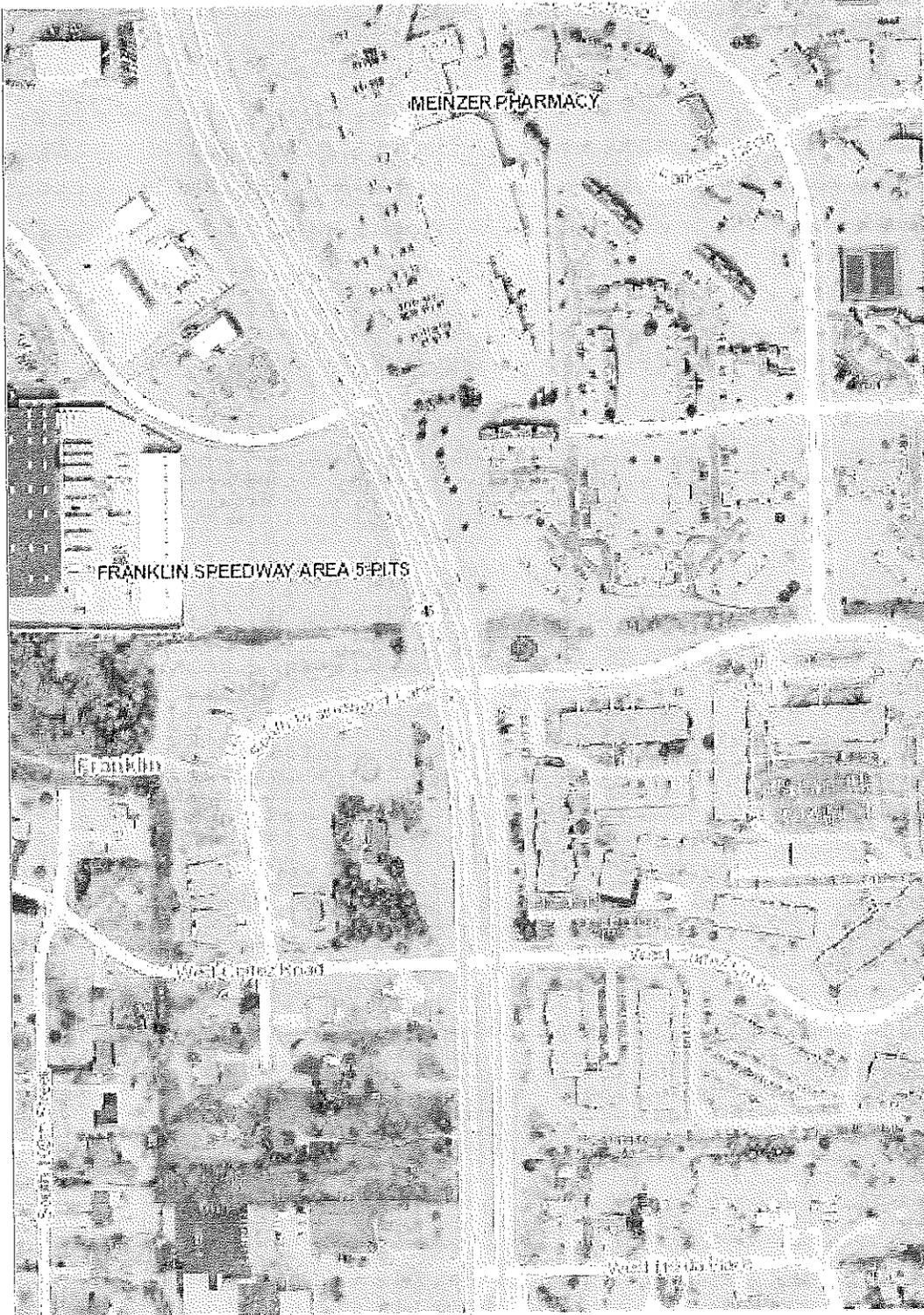
Copyright: This map is a derivative work based on the data provided by the Wisconsin Department of Natural Resources. The data is provided as a service and is not intended to be used for any other purpose. The user assumes all liability for any use of the data. The user agrees to indemnify and hold the Wisconsin Department of Natural Resources harmless from and against all claims, damages, and expenses, including reasonable attorneys' fees, arising from any use of the data, whether or not such claims, damages, and expenses are caused in whole or in part by the negligence of the Wisconsin Department of Natural Resources. This map is not intended to be used for navigation or other purposes. The user assumes all liability for any use of the data.

NATIONAL FLOOD INSURANCE PROGRAM
NFIP





6704 S. Lovers Lane Rd, Franklin



Legend

- Open Site (ongoing cleanup)
- Closed Site (completed cleanup)
- Municipality
- State Boundaries
- County Boundaries
- Major Roads
 - Interstate Highway
 - State Highway
 - US Highway
- County and Local Roads
 - County HWY
 - Local Road
- Railroads
- Tribal Lands

0.1 0 Distance / 2 0.1 Miles

1: 3,960



NAD_1983_HARN_Wisconsin_TM

DISCLAIMER: The information shown on these maps has been obtained from various sources and is not a warranty, policy, or procedure. Please refer to the applicable policy for more details. The information shown on these maps is for informational purposes only and should not be used for any other purpose. The user assumes all responsibility for the use of the information shown on these maps. The user assumes all responsibility for the use of the information shown on these maps. The user assumes all responsibility for the use of the information shown on these maps.

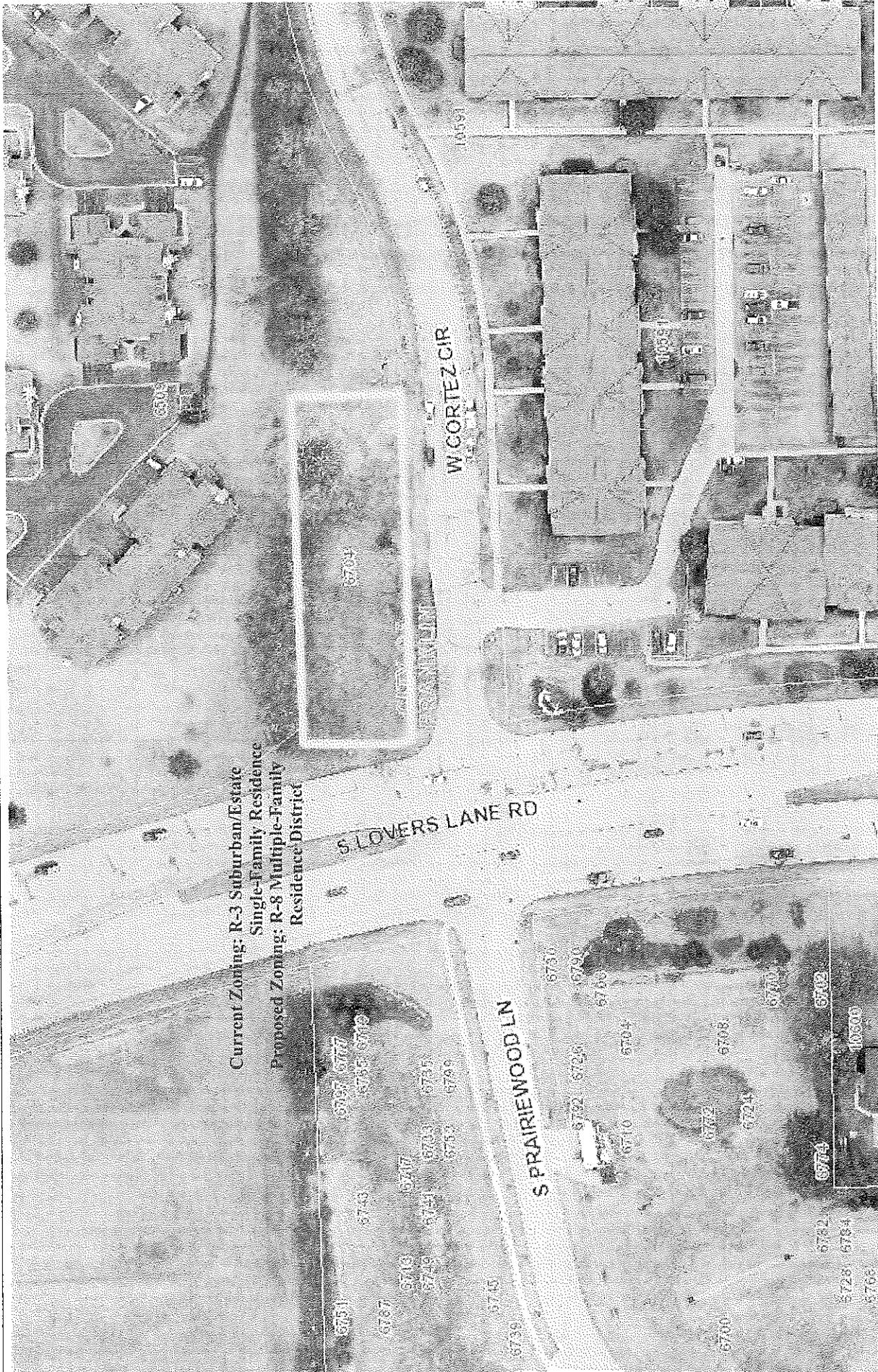
Not all areas are mapped.

Notes

RR Sites Map



REZONING EXHIBIT - 6704 S. Lovers Lane, Franklin, WI



Current Zoning: R-3 Suburban/Estate
Single-Family Residence
Proposed Zoning: R-8 Multiple-Family
Residence District



188 0 94 188 Feet
NAD_1927_StatePlane_Wisconsin_South_FIPS_4803 1:1,129
© MCAMILLIS

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Notes
2015 aerial photo

THIS MAP IS NOT TO BE USED FOR NAVIGATION

6704 S. Lovers Lane Rd., Franklin, WI



Notes
2010 aerial photograph

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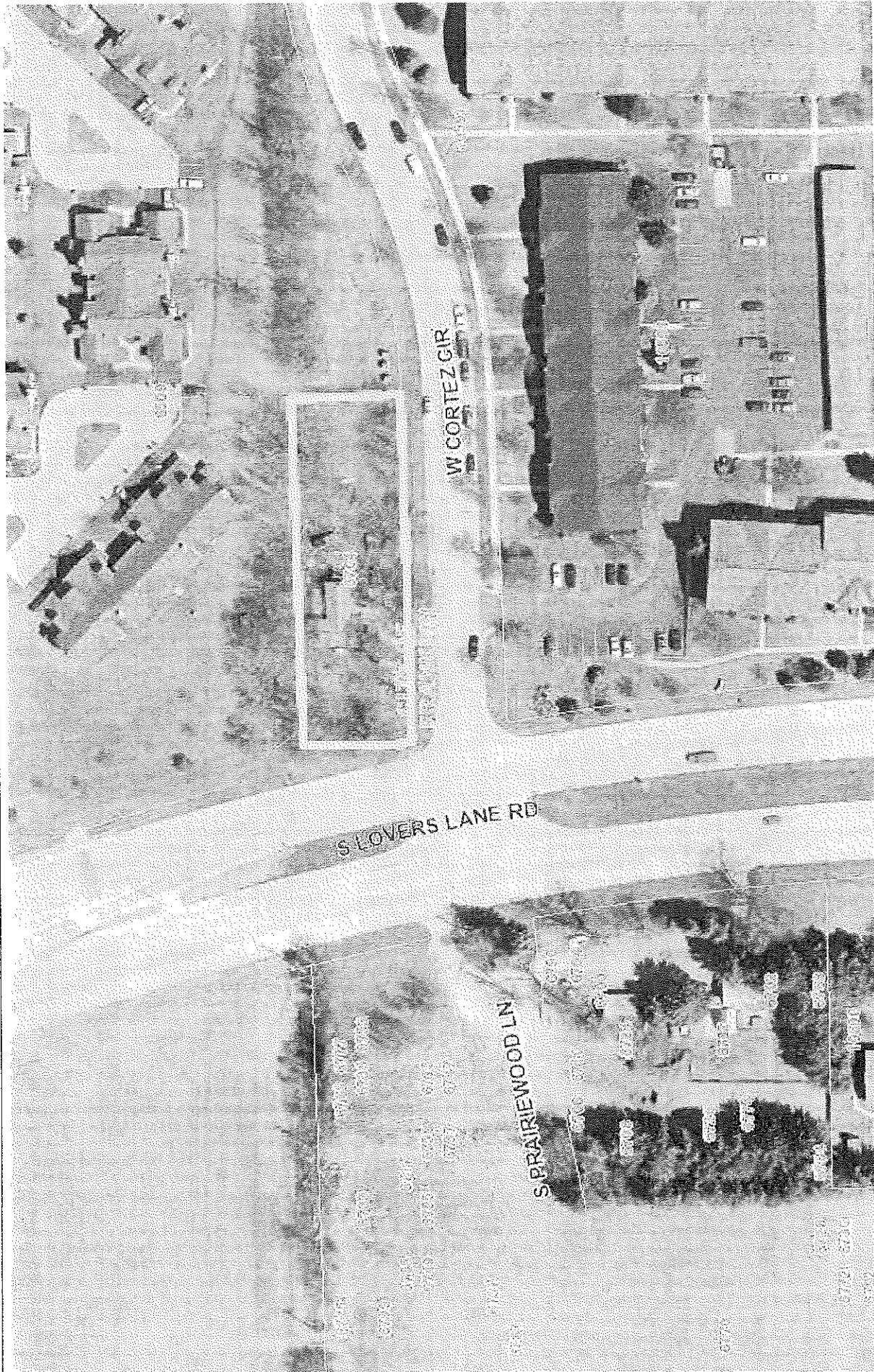
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NAD_1927_StatePlane_Wisconsin_South_FIPS_4803
© MCAMLIS

1: 1,200

THIS MAP IS NOT TO BE USED FOR NAVIGATION

6704 S. Lovers Lane, Franklin, WI



Notes
2005 aerial photo

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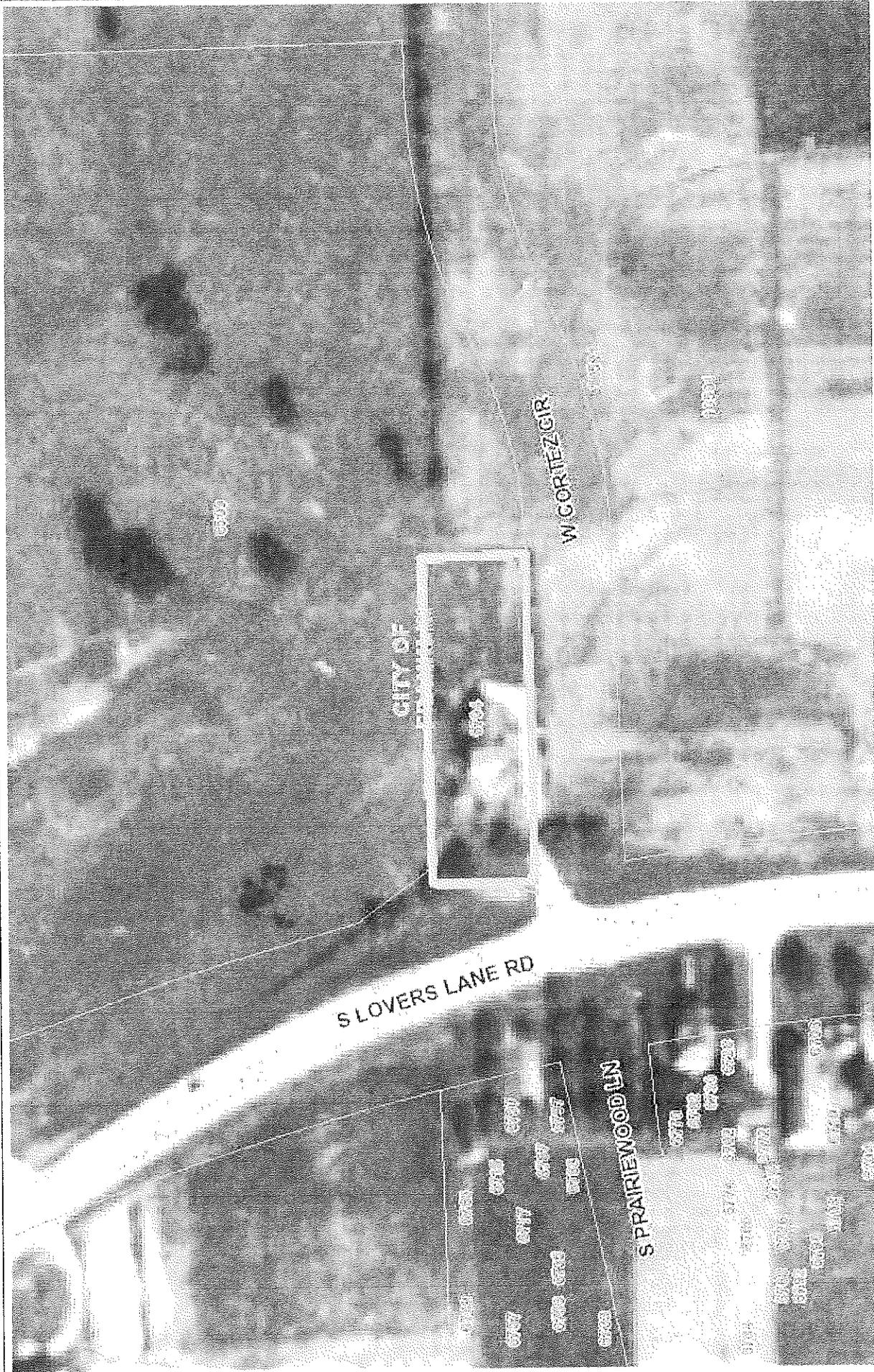
188 0 94 188 Feet

NAD_1927_StatePlane_Wisconsin_South_FIPS_4803 1:1,129

© MCAMLIS

THIS MAP IS NOT TO BE USED FOR NAVIGATION

6704 S. Lovers Lane Rd., Franklin, WI



1: 1,200

NAD_1927_StatePlane_Wisconsin_South_FIPS_4803
© MICAMLIS

Notes

1937 aerial photograph

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

SECTION 15-3.0502

CALCULATION OF BASE SITE AREA

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

Table 15-3.0502

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

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.	0.452 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 0.0 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	- 0.0 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses; <i>or</i> In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	- 0.0 acres
STEP 5:	Equals "Base Site Area"	= 0.452 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.

Franklin

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City Development

Table 15-3.0503

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

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

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

<p>STEP 1:</p>	<p>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE</p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>0.452</u></p> <p>Multiply by Minimum <i>Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard): X <u>0.0 (R-3 & R-8)</u></p> <p>Equals MINIMUM REQUIRED ON-SITE OPEN SPACE =</p>	<p>0.00 acres</p>
<p>STEP 2:</p>	<p>CALCULATE NET BUILDABLE SITE AREA:</p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>0.452</u></p> <p>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>0.0</u></p> <p>Equals NET BUILDABLE SITE AREA =</p>	<p>0.452 acres</p>
<p>STEP 3:</p>	<p>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:</p> <p>Take <i>Net Buildable Site Area</i> (from Step 2 above): <u>0.452</u></p> <p>Multiply by Maximum <i>Net Density (ND)</i> (see specific residential zoning district ND standard): X <u>1.718 (R-3)</u> <u>5.000 (R-8)</u></p> <p>Equals MAXIMUM NET DENSITY YIELD OF SITE =</p>	<p>0.777 (R-3) 2.260 (R-8) D.U.s</p>
<p>STEP 4:</p>	<p>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:</p> <p>Take <i>Base Site Area</i> (from Step 5 of Table 15-3.0502): <u>0.452</u></p> <p>Multiply by Maximum <i>Gross Density (GD)</i> (see specific residential zoning district GD standard): X <u>1.718 (R-3)</u> <u>5.000 (R-8)</u></p> <p>Equals MAXIMUM GROSS DENSITY YIELD OF SITE =</p>	<p>0.777 (R-3) 2.260 (R-8) D.U.s</p>
<p>STEP 5:</p>	<p>DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:</p> <p>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):</p>	<p>0.777 (R-3) 2.260 (R-8) D.U.s</p>

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/07/2018
REPORTS AND RECOMMENDATIONS	RESOLUTION APPROVING PROFESSIONAL SERVICES CONTRACT WITH TRAFFIC ANALYSIS & DESIGN, INC. (TADI) FOR TRAFFIC SIGNAL DESIGN PLANS AND SPECIFICATIONS FOR TRAFFIC SIGNAL ON S. 27TH STREET AT W. ELM ROAD FOR \$15,927.25	ITEM NUMBER <i>G.13.</i>

BACKGROUND

The City of Franklin is in the process of planning a business park in the southeastern section of the City. This planning is affected by current WisDOT projects involving S. 27th Street (US 241) and I-94. WisDOT intends to install a permanent traffic signal at the intersection of S. 27th Street and W. Elm Road.

ANALYSIS

Due to the accelerated timeline for Ruckert-Mielke to complete Task Order #5, the City cannot wait for WisDOT to perform and/or pay for the signal design plans and specs. When WisDOT completes their plans and prior to start of work on the intersection, the City will enter into an agreement with WisDOT for total intersection improvements. At that time, City Staff will negotiate with WisDOT for reimbursement of the cost of the study or to have the study cost included in any local match requirement.

OPTIONS

Contract with TADI for traffic signal design plans and specifications for traffic signal on S. 27th Street at W. Elm road for \$15,927.25.

FISCAL NOTE

These efforts are TID eligible for reimbursement. Should Council approve this contract, there remains \$22,298.75 for any additional traffic analysis work.

COUNCIL ACTION REQUESTED

Resolution for professional services contract with TADI for traffic signal design plans and specifications for a traffic signal at the S. 27th Street and W. Elm Road intersection for the amount of \$15,927.25.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 - _____

**RESOLUTION APPROVING PROFESSIONAL SERVICES CONTRACT WITH
TRAFFIC ANALYSIS & DESIGN, INC. (TADI) FOR TRAFFIC SIGNAL
DESIGN PLANS AND SPECIFICATIONS FOR TRAFFIC SIGNAL ON S.
27TH STREET AT W. ELM ROAD FOR \$15,927.25**

WHEREAS, the City of Franklin is developing a business park in the southeastern corner of the City in an area known as TID 4; and

WHEREAS, \$100,000 has been budgeted for traffic analysis work in the TID 4 Engineering Professional Fees line item and there remains \$22,298.75; and

WHEREAS, WISDOT is developing plans for S. 27th Street (US 241) and I-94 which will include a new traffic signal at the intersection of S. 27th Street and W. Elm Road to be installed at the time that the new interchange is added at I-94 and W. Elm Road; and

WHEREAS, TADI has submitted a professional services contract for traffic signal design plans and specifications for the proposed new traffic signal for a cost of \$15,927.25; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Professional Services Contract with TADI for Traffic Signal Design Plans and Specifications for Traffic Signal on S. 27th Street and W. Elm Road is approved.

Introduced at a regular meeting of the Common Council of the City of Franklin the 7th day of August, 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the 7th day of August 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 26th day of July, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Traffic Analysis & Design, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N36 W7505 Buchanan Ct, Cedarburg, WI 53012.

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 Traffic Signal Design Plans and Specifications for the Elm Road intersection with STH 241, south of Oakwood Road and north of County Line Road in Franklin, Wisconsin;

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 Traffic Signal Plans and Specifications for the Elm Road intersection with STH 241, south of Oakwood Road and north of County Line Road in Franklin, Wisconsin, as described in CONTRACTOR's proposal to CLIENT dated July 26, 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, with a not-to-exceed budget of \$15,927.25, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$15,927.25. For services rendered, monthly invoices will include a report that clearly states the tasks 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. John Bieberitz, PE, PTOE, 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, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

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

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and

charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration 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.
- E. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

BY: _____
Stephen R. Olson, Mayor

DATE: _____

BY: _____
Sandra L. Wesolowski, City Clerk

DATE: _____

BY: _____
Paul Rotzenberg, Director of Finance and
Treasurer

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney

DATE: _____



Contractor

BY: John A. Bieberitz, President, Traffic Analysis &
Design, Inc.
Printed Name & Title

DATE: July 26, 2018

ATTACHMENT A

SCOPE OF SERVICES

Plans, specifications, and estimates will be developed for new permanent traffic signals at the following intersection:

- S. 27th Street at W. Elm Road

All work will be performed according to Wisconsin Department of Transportation (Department) or City of Franklin (City) standards, specifications and policies as applicable.

A. MEETINGS

It is anticipated that all design coordination will occur via telephone and e-mail. Attendance at any meetings will require a contract amendment at additional cost.

B. PRELIMINARY ENGINEERING

Design of intersection lighting powered from the traffic signal cabinet is included in this scope of services. Additional modification of any existing street system lighting or lighting not powered from the traffic signal cabinet will be considered an additional service available at additional cost.

An electronic base map file in AutoCAD format showing the location of existing roadway features, proposed roadway features, above- and below-ground utility installations, right-of-way limits, and surface obstructions shall be provided by the client or others. This scope of services does not include any survey work or roadway design services.

More specifically, the preliminary plans will consist of the following:

- Traffic Signal Layout Sheets
- Sequence of Operations Sheet
- Traffic Signal Cable Routing Sheet
- Miscellaneous Quantities Sheets
- Construction Detail Sheets

An electronic copy of the preliminary signalization plans (Adobe Acrobat format, 12"x18" pages) will be submitted to the Client for review and comments. The Engineer will not provide paper copies for this submittal.

Engineer will prepare specifications following applicable standards. One set of specifications (Adobe Acrobat format electronic file) will be submitted to the Client for review and comments.

C. FINAL PS&E

Upon receiving comments on the preliminary plans and specifications, the Engineer will finalize the design and specifications.

Engineer will create Adobe Acrobat files of the final plans (in 12"x18" format), specifications, and estimate for submittal to the Client.

D. DELIVERABLES

The Engineer will provide a preliminary plan submittal to the Client.

The Engineer will provide a Final PS&E submittal to the Client.

E. TRAFFIC SIGNAL TIMING PLANS

Using traffic data from the site Traffic Impact Study or traffic data provided by others:

The Engineer will prepare actuated traffic signal timing plans for the permanent signal consisting of determining the following timings for all phases of the signalized project intersections:

- Initial Interval
- Variable Initial
- Minimum Assured Green
- Number of Actuations
- Passage Time
- Extension Stretch
- Maximum Green
- Allowable Gap
- Time Before Reduction
- Time to Reduce
- Yellow
- All-Red

SCHEDULE

Engineer will provide the deliverables listed above according to the following schedule:

<u>Deliverable</u>	<u>Date</u>
Preliminary plans and specifications	Five (5) weeks after receipt of approved roadway design CAD files
Final PS&E	Two (2) weeks after receipt of preliminary review comments

COMPENSATION

For the services described in the above Scope of Services, Client shall pay Engineer a Lump Sum of Fifteen Thousand Nine Hundred Twenty-Seven Dollars and Twenty-Five Cents (\$15,927.25).

All services not cited in Attachment A, Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 8/7/18
Reports & Recommendations	RESOLUTION FOR ACCEPTANCE OF DRAINAGE, SANITARY SEWER & WATER MAIN EASEMENTS FOR PARK CIRCLE CONDOS (NEUMANN COMPANIES, INC.) 9700 BLOCK OF S. 76TH STREET	ITEM NO. G.14.

BACKGROUND

As part of the Neumann Companies, Inc. development of the "Park Circle Condos," also known as "The Glen at Park Circle," easements for drainage, sanitary sewers and water mains are needed to allow the City access and maintenance rights to the facilities. These easements provide for the rights of grantor (Park Circle, LLC.) and grantee (City of Franklin).

ANALYSIS

The attached easements include the land to accommodate the drainage, sanitary sewer, water main and all applicable appurtenances. The drainage, sanitary sewer, water main and all applicable appurtenances will be accepted after construction is complete and applicable inspection and testing indicate that the facilities are satisfactorily installed per applicable plans and specifications.

FISCAL NOTE

Not applicable.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2018 - _____, A resolution for acceptance of drainage, sanitary sewer & water main easements for Park Circle Condos, aka The Glen at Park Circle (Neumann Companies, Inc.) 9700 block of S. 76th Street.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 - _____

RESOLUTION FOR ACCEPTANCE OF DRAINAGE,
SANITARY SEWER & WATER MAIN EASEMENTS
FOR PARK CIRCLE CONDOS,
AKA THE GLEN AT PARK CIRCLE
(NEUMANN COMPANIES, INC.)
9700 BLOCK OF S. 76TH STREET

WHEREAS, easements are required to construct, maintain and operate a drainage, sanitary sewer and water main in the Park Circle Condos, aka The Glen at Park Circle; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easements and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easements with the Register of Deeds for Milwaukee County.

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 _____

DRAINAGE EASEMENT

THE GLEN AT PARK CIRCLE

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and PARK CIRCLE, LLC, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor."

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm drainage system consisting of storm sewers with associated manholes, inlets, catch basins, end sections; and storm water management ponds all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northeast 1/4 of Section Twenty-eight (28), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Drainage Easement Area").

Storm Sewer:

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said

Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. No charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm sanitary sewer or manhole services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

Storm Water Management Ponds:

1. That said Facilities are for the control of discharge, and the conducting and carrying away of storm water by means of a detention basin and an underground storm sewer and for the installation, operation, use and necessary repair and maintenance, including reconstruction of such detention basin and underground storm sewer in the City of Franklin, Milwaukee County, Wisconsin, said easement being described hereinafter. The cost of excavation and pipe replacement will not be charged to the City of Franklin. This expense is to be the responsibility of the Grantor. Any future maintenance expenses incurred in order to maintain or reconstruct such detention basin and underground storm sewer shall be borne by the Homeowners Association. In the event that the detention basin shall become inadequate in capacity, eroded, stagnant, overgrown, or unsightly, the City of Franklin may order the Homeowners Association to provide necessary repair and maintenance. Should this repair and maintenance not be completed in a timely manner, the City of Franklin will contract to provide these necessary repairs and maintenance and assess each property owner for the cost of these repairs and maintenance, plus the City of Franklin's administrative cost. The total cost shall be divided and assessed at an equal rate to each property owner. This easement is a permanent easement and will bind the parties and their successors in interest and assigns.

Storm Water Management Access:

1. That said Facilities shall be maintained and kept in good order and condition by the Association, at the sole cost and expense of the Association. The City, at its sole discretion, may assume the rights of the Association to maintain the Facilities.
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the Association, be replaced in substantially the same condition as it was prior to such disturbance. The City, at its sole discretion, may assume the rights of the Association to construct, reconstruct, enlarge, repair, or do whatever is necessary in constructing and/or maintaining such Facilities. However, the Grantees shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the Grantees, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint

negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the Grantees or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor, except that improvement such as walks, pavements for driveways, parking lot surfacing and landscape planting may be constructed or placed within the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the Grantees clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the Grantees for the full amount of such loss or damage.
5. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the Association at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The Grantees and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The Grantees and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the Grantees and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. Upon completion of use of the Easement Area for the specific use as a storm water management access by the City, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

ON THIS DATE OF: May 29th, 2018.

PARK CIRCLE, LLC

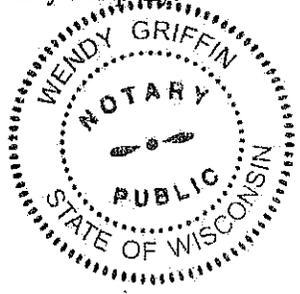
By: [Signature]
STEVE DECLEENE - MANAGER

STATE OF Wisconsin

SS

COUNTY OF Waukesha

Before me personally appeared on the 29th day of May, 2018, the above named STEVE DECLEENE, MANAGER of PARK CIRCLE, LLC to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.



Wendy Griffin
Notary Public [Signature]
My commission expires 2/5/21

MORTGAGE HOLDER CONSENT

The undersigned, CITIZENS BANK, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on Apr. 10, 2018, as Document No. 10766369, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

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

CITIZENS BANK
a Wisconsin Banking Corporation

By: [Signature]

Name: BRETT A. ENGELINK

Title: VICE PRESIDENT

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this, the 9th day of July, 2018, before me, the undersigned, personally appeared Brett Engelink the Vice President of Citizens Bank, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: Patricia Woods
Notary Public PATRICIA WOODS
State of WISCONSIN
County of Waukesha
My commission expires on: 1-22-21



This instrument was drafted by the City of Franklin.

Approved as to contents
Date:

Manager of Water Works of Franklin

Approved as to form only
Date:

City Attorney

Exhibit A

(Description of the Property)

Lots 1, 2 and 3 of Certified Survey Map No. 9027, recorded in the Register of Deeds Office for Milwaukee County as Document No. 10767865, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit B (Depiction of the Facilities)

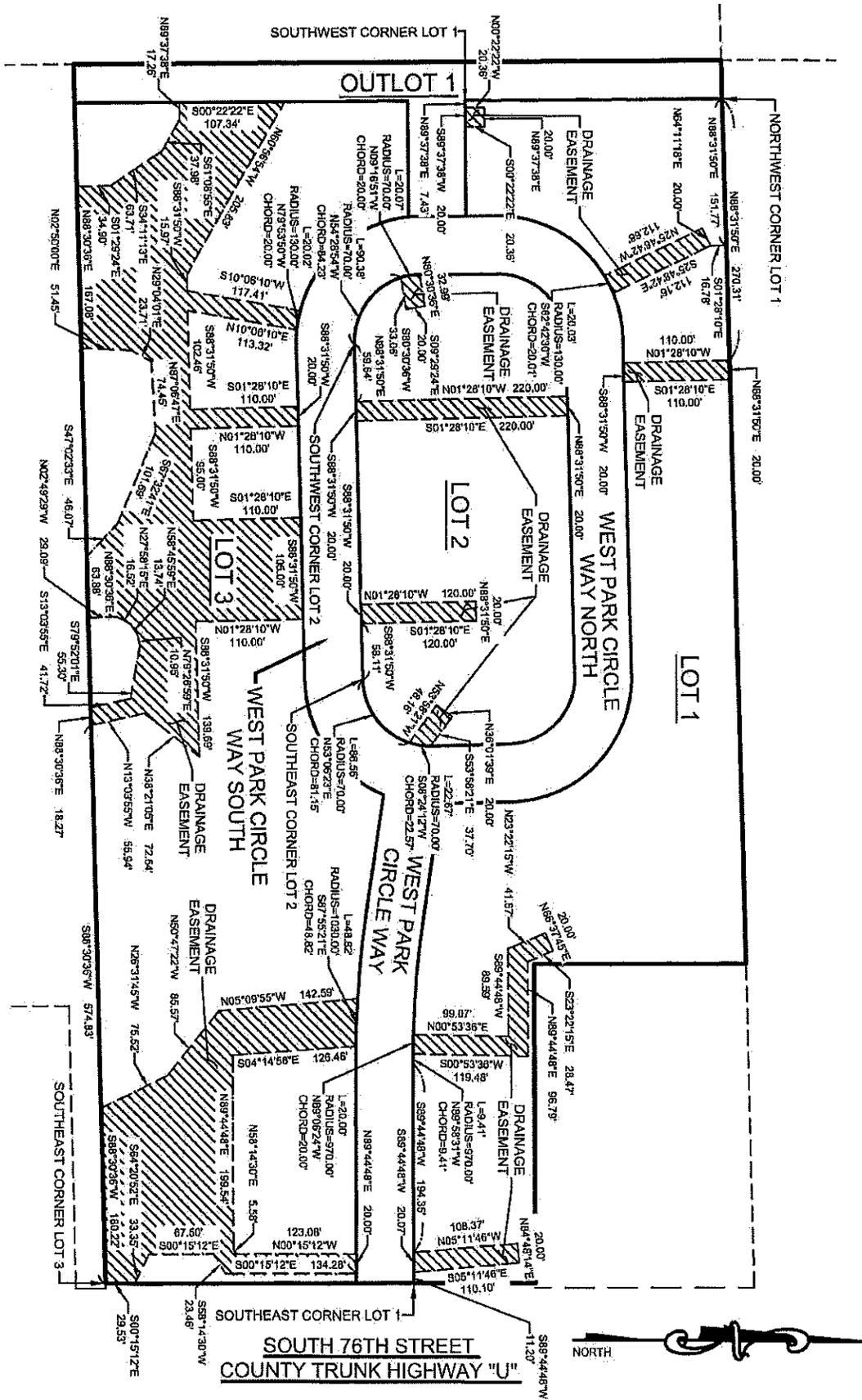


Exhibit C

(Description of Easement Area)

Lot 1 Drainage Easement Areas:

All that part of Lot 1 of Certified Survey Map No. 9027, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 10767865, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the southeast corner of said Lot 1; thence South 89°44'48" West along the north right-of-way line of West Park Circle Way 11.20 feet to the place of beginning of the land hereinafter to be described; thence continuing South 89°44'48" West along said north right-of-way line 20.07 feet; thence North 05°11'46" West 108.37 feet; thence North 84°48'14" East 20.00 feet; thence South 05°11'46" East 110.10 feet to the place of beginning.

ALSO INCLUDING part of said Lot 1; commencing at the southeast corner of said Lot 1; thence South 89°44'48" West along the north right-of-way line of West Park Circle Way 225.62 feet; thence westerly 9.41 feet along said north right-of-way line and the arc of a curve, radius of 970.00 feet, center lies to the north, chord bears North 89°58'31" West 9.41 feet to the place of beginning of the land hereinafter to be described; thence continuing westerly 20.00 feet along said north right-of-way line and the arc of a curve, radius of 970.00 feet, center lies to the north, chord bears North 89°06'24" West 20.00 feet; thence North 00°53'36" East 99.07 feet; thence South 89°44'48" West 89.59 feet; thence North 23°22'15" West 41.67 feet; thence North 66°37'45" East 20.00 feet; thence South 23°22'15" East 28.47 feet; thence North 89°44'48" East 96.79 feet; thence South 00°53'36" West 119.48 feet to the place of beginning.

ALSO INCLUDING part of said Lot 1; commencing at the northwest corner of said Lot 1; thence North 88°31'50" East along the north line of said Lot 1, 270.31 feet to the place of beginning of the land hereinafter to be described; thence continuing North 88°31'50" East along said north line 20.00 feet; thence South 01°28'10" East 110.00 feet to the north right-of-way line of West Park Circle; thence South 88°31'50" West along said north right-of-way line 20.00 feet; thence North 01°28'10" West 110.00 feet to the place of beginning.

ALSO INCLUDING part of said Lot 1; commencing at the northwest corner of said Lot 1; thence North 88°31'50" East along the north line of said Lot 1, 151.77 feet; thence South 01°28'10" East 16.78 feet to the place of beginning of the land hereinafter to be described; thence South 25°48'42" East 112.16 feet to the north right-of-way line of West Park Circle; thence westerly 20.03 feet along said north right-of-way line and the arc of a curve, radius of 130.00 feet, center lies to the southeast, chord bears South 62°42'30" West 20.01 feet; thence North 25°48'42" West 112.68 feet; thence North 64°11'18" East 20.00 feet to the place of beginning.

ALSO INCLUDING part of said Lot 1; commencing at the southwest corner of said Lot 1; thence North 89°37'38" East along the south line of said Lot 1, 7.43 feet to the place of beginning of the land hereinafter to be described; thence North 00°22'22" West 20.36 feet; thence North 89°37'38" East 20.00 feet; thence South 00°22'22" East 20.36 feet to the south line of said Lot 1; thence South 89°37'38" West along said south line 20.00 feet to the place of beginning.

Lot 2 Drainage Easement Areas:

All that part of Lot 2 of Certified Survey Map No. 9027, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 10767865, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the southeast corner of said Lot 2; thence northeasterly 86.56 feet along the north right-of-way line of West Park Circle and the arc of a curve, radius of 70.00 feet, center lies to the northwest, chord bears North 53°06'23" East 81.15 feet to the place of beginning of the land hereinafter to be described; thence North 53°58'21" West 48.16 feet; thence North 36°01'39" East 20.00 feet; thence South 53°58'21" East 37.70 feet to the west right-of-way line of West Park Circle; thence southerly 22.67 feet along said west right-of-way line and the arc of a curve, radius of 70.00 feet, center lies to the northwest, chord bears South 08°24'12" West 22.57 feet to the place of beginning.

ALSO INCLUDING part of said Lot 2; commencing at the southeast corner of said Lot 2; thence South 88°31'50" West along the south right-of-way line of West Park Circle 58.11 feet to the place of beginning of the land hereinafter to be described; thence continuing South 88°31'50" West along said south right-of-way line 20.00 feet; thence North 01°28'10" West 120.00 feet; thence North 88°31'50" East 20.00 feet; thence South 01°28'10" East 120.00 feet to the place of beginning.

ALSO INCLUDING part of said Lot 2; commencing at the southwest corner of said Lot 2; thence North 88°31'50" East along the north right-of-way line of West Park Circle 59.64 feet to the place of beginning of the land hereinafter to be described; thence North 01°28'10" West 220.00 feet to the south right-of-way line of West Park Circle; thence North 88°31'50" East along said south right-of-way line 20.00 feet; thence South 01°28'10" East 220.00 feet to the north right-of-way line of West Park Circle; thence South 88°31'50" West along said north right-of-way line 20.00 feet to the place of beginning.

ALSO INCLUDING part of said Lot 2; commencing at the southwest corner of said Lot 2; thence northwesterly 90.38 feet along the north right-of-way line of West Park Circle and the arc of a curve, radius of 70.00 feet, center lies to the northeast, chord bears North 54°28'54" West 84.23 feet to the place of beginning of the land hereinafter to be described; thence continuing northerly 20.07 feet along the east right-of-way line of West Park Circle and the arc of a curve, radius of 70.00 feet, center lies to the northeast, chord bears North 09°16'51" West 20.00 feet; thence North 80°30'36" East 32.99 feet; thence South 09°29'24" East 20.00 feet; thence South 80°30'36" West 33.06 feet to the place of beginning.

Lot 3 Drainage Easement Areas:

All that part of Lot 3 of Certified Survey Map No. 9027, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 10767865, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the southeast corner of said Lot 3;

thence South 88°30'36" West 180.22 feet; thence North 26°31'45" West 75.52 feet; thence North 50°47'22" West 85.57 feet; thence North 05°09'55" West 142.59 feet to the south right-of-way line of West Park Circle Way; thence easterly 48.82 feet along said south right-of-way line and the arc of a curve, radius of 1030.00 feet, center lies to the north, chord bears South 87°55'21" East 48.82 feet; thence South 04°14'56" East 126.46 feet; thence North 89°44'48" East 199.54 feet; thence North 58°14'30" East 5.58 feet; thence North 00°15'12" West 123.08 feet to the south right-of-way of West Park Circle Way; thence North 89°44'48" East along said south right-of-way line 20.00 feet; thence South 00°15'12" East 134.28 feet; thence South 58°14'30" West 23.46 feet; thence South 00°15'12" East 67.50 feet; thence South 64°20'52" East 33.35 feet to the west right-of-way line of South 76th Street (CTH U); thence South 00°15'12" East along said west right-of-way line 29.53 feet to the place of beginning.

ALSO INCLUDING part of Lot 3; commencing at the southeast corner of said Lot 3; thence South 88°30'36" West along the south line of said Lot 3, 574.83 feet to the place of beginning of the land hereinafter to be described; thence North 13°03'55" West 55.94 feet; thence North 38°21'05" East 72.64 feet; thence South 88°31'50" West 139.69 feet; thence North 01°28'10" West 110.00 feet to the south right-of-way line of West Park Circle; thence South 88°31'50" West along said south right-of-way line 105.00 feet; thence South 01°28'10" East 110.00 feet; thence South 88°31'50" West 95.00 feet; thence North 01°28'10" West 110.00 feet to the south right-of-way line of West Park Circle; thence South 88°31'50" West along said south right-of-way line 20.00 feet; thence South 01°28'10" East 110.00 feet; thence South 88°31'50" West 102.46 feet; thence North 10°06'10" East 113.32 feet to the south right-of-way line of West Park Circle; thence westerly 20.02 feet along said south right-of-way line and the arc of a curve, radius of 130.00 feet, center lies to the north, chord bears North 79°53'50" West 20.00 feet; thence South 10°06'10" West 117.41 feet; thence South 88°31'50" West 15.97 feet; thence North 60°56'54" West 205.83 feet to the west line of said Lot 3; thence South 00°22'22" East along said west line 107.34 feet; thence North 89°37'38" East 17.26 feet; thence South 61°08'55" East 37.98 feet; thence South 34°11'13" East 63.71 feet; thence South 01°29'24" East 34.90 feet to the south line of said Lot 3; thence North 88°30'36" East along said south line 167.08 feet; thence North 02°50'00" East 51.45 feet; thence North 29°04'01" East 23.71 feet; thence North 87°06'47" East 74.45 feet; thence South 67°32'41" East 101.69 feet; thence South 47°02'33" East 46.07 feet to the south line of said Lot 3; thence North 88°30'36" East along said south line 63.88 feet;

thence North 02°49'29" West 29.09 feet; thence North 27°58'15" East 16.52 feet; thence North 58°45'59" East 13.74 feet; thence North 79°26'59" East 10.95 feet; thence South 79°52'01" East 55.30 feet; thence South 13°03'55" East 41.72 feet to the south line of said Lot 3; thence North 88°30'36" East along said south line 18.27 feet to the place of beginning.

Prepared July 11, 2018. Pinnacle Engineering Group job #901.00-WI

L:\ENGDOCS\Design Standards\In Progress 4.3 2017 Design Standards\2017 Design Standards Appendix M Easement for storm sewer #11.doc

SANITARY SEWER EASEMENT

THE GLEN AT PARK CIRCLE

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and PARK CIRCLE, LLC, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor".

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a sanitary sewer, associated manholes, all as shown on the plan attached hereto as Exhibit "B"; any Lift Station with auxiliary power enclosed in an above ground enclosure.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northeast Quarter of Section Twenty-eight (28), Township Five (5), North, Range Twenty-one (21) East", in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns.).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.

4. That, in connection with the construction by the Grantor of any structure or building abutting said easement area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

15. Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station, the City shall remove the lift station, manholes, piping and the enclosure and cause the prompt restoration to a smooth surface contour and neat condition restoring the Easement Area into a condition similar to the remaining parcel as described in Exhibit "A".
16. Upon completion of use of the Easement Area for the specific use as a sanitary sewerage lift station and the restoration of the Easement Area by the City, the Easement Area, the easement shall be terminated by recording a release in recordable form with directions for delivery of same to Grantor at his last address given pursuant hereto, whereupon all rights, duties and liabilities created shall terminate.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

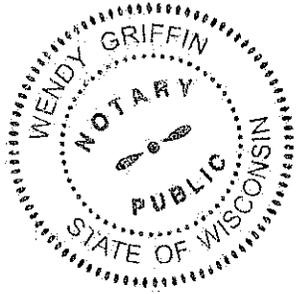
ON THIS DATE OF: May 29th, 2018.

PARK CIRCLE, LLC

By: [Signature]
STEVE DECLEENE - MANAGER

STATE OF Wisconsin SS
COUNTY OF Waushara

Before me personally appeared on the 29th day of May, 2018, the above named STEVE DECLEENE, MANAGER of PARK CIRCLE, LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.



Notary Public: Wendy Griffin Wendy Griffin
My commission expires 2/15/21

MORTGAGE HOLDER CONSENT

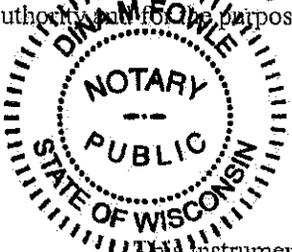
The undersigned, CITIZENS BANK, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on APRIL 10TH, 2018, as Document No. 10766369, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

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

CITIZENS BANK
a Wisconsin Banking Corporation
By: [Signature]
Name: BRETT A. ENGELINKS
Title: VICE PRESIDENT

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this, the 10TH day of JULY, 2018, before me, the undersigned, personally appeared BRETT A. ENGELINKS, the VICE PRESIDENT of CITIZENS BANK, a Wisconsin banking corporation, and he acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authorized officers, for the purposes therein contained.



Name: Dina M. Fowle
Notary Public Dina M. Fowle
State of WISCONSIN
County of WAUKESHA
My commission expires on: 8/24/21

This instrument was drafted by the City of Franklin.

Approved as to contents
Date: _____
Manager of Water Works of Franklin

Approved as to form only
Date: _____
City Attorney

Exhibit A

(Description of the Property)

Lot 1 and Outlot 1 of Certified Survey Map No. 9027, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 10767865, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit C

(Description of Easement Area)

Lot 1 Sanitary Sewer Easement:

All that part of Lot 1 of Certified Survey Map No. 9027, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 10767865, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of said Lot 1; thence North 88°31'50" East along the north line of said Lot 1, 593.37 feet to the place of beginning of the land hereinafter to be described; thence continuing North 88°31'50" East along said north line 20.07 feet; thence South 03°19'16" West 110.99 feet to the north right-of-way line of West Park Circle; thence westerly 12.52 feet along said north right-of-way line and the arc of a curve, radius 130.00 feet, center lies to the south, chord bears North 88°42'39" West, 12.51 feet; thence South 88°31'50" West along said north right-of-way line 7.52 feet; thence North 03°19'16" East 110.39 feet to the north line of said Lot 1 and the place of beginning.

Outlot 1 Sanitary Sewer Easement:

All that part of Outlot 1 of Certified Survey Map No. 9027, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 10767865, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the northwest corner of Lot 1 of said Certified Survey Map No. 9027; thence South 88°31'50" West along the north line of said Outlot 1, 20.01 feet to the place of beginning of the land hereinafter to be described; thence continuing South 88°31'50" West along said north line 20.00 feet to the northwest corner of said Outlot 1; thence South 00°22'22" East 306.64 feet; thence North 89°37'38" East 160.00 feet to the west line of West Park Circle Way North; thence North 00°22'22" West along said west line 20.00 feet; thence South 89°37'38" West 140.00 feet; thence North 00°22'22" West 287.02 feet to the place of beginning.

Prepared April 20, 2018. Pinnacle Engineering Group job #901.00-WI

LA\ENGD\DOCS\Design Standards\Design Standards\In Progress 4 3 2017\2017 Updated Design Standards Appendix H Easement for Sanitary Sew #6.doc

WATER MAIN EASEMENT

THE GLEN AT PARK CIRCLE

THIS EASEMENT, is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and PARK CIRCLE, LLC, as owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor".

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Northeast Quarter (NE 1/4) of Section Twenty-eight (28), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from

any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses with under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" dated and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned, or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned, or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors, and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers

shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

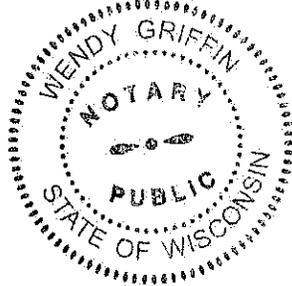
ON THIS DATE OF: May 29, 2018.

PARK CIRCLE, LLC

By: [Signature]
STEVE DECLEENE - MANAGER

STATE OF Wisconsin SS
COUNTY OF Waukesha

Before me personally appeared on the 29th day of May, 2018, the above named STEVE DECLEENE, MANAGER of PARK CIRCLE, LLC, to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said limited liability company.



Notary Public: Wendy Griffin *Wendy Griffin
My commission expires 2/3/21

MORTGAGE HOLDER CONSENT

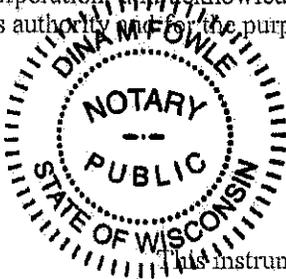
The undersigned, CITIZENS BANK, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on APRIL 10TH, 2018, as Document No. 10766369, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

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

CITIZENS BANK
a Wisconsin Banking Corporation
By: [Signature]
Name: BRETT A. ENGELINK
Title: VICE PRESIDENT

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this, the 10TH day of JULY, 2018, before me, the undersigned, personally appeared BRETT A. ENGELINK, the VICE PRESIDENT of CITIZENS BANK, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.



Name: Dina M. Fowle
Notary Public Dina M. Fowle
State of WISCONSIN
County of WAUKESHA
My commission expires on: 8/24/21

This instrument was drafted by the City of Franklin.

Approved as to contents
Date:

Manager of Water Works of Franklin

Approved as to form only
Date:

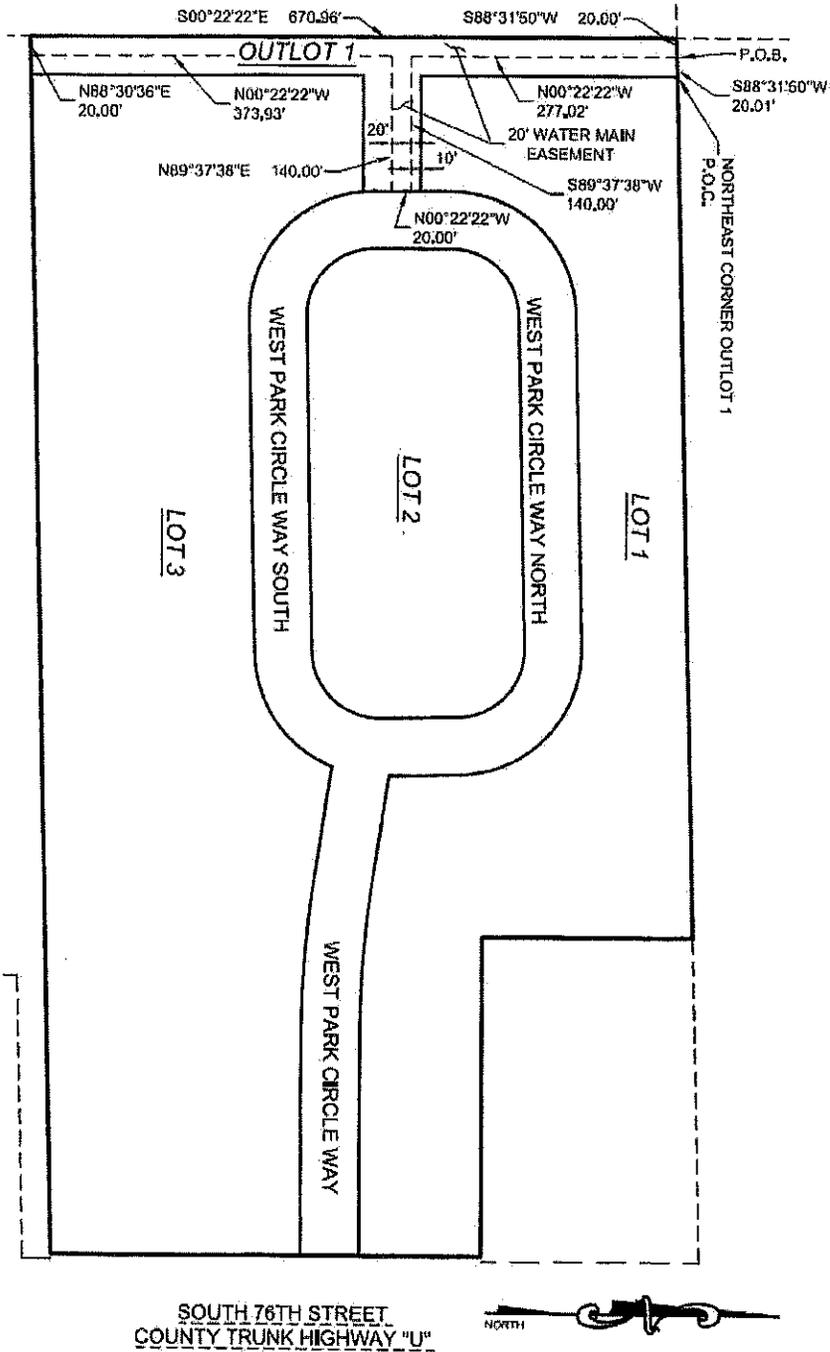
City Attorney

Exhibit A

(Description of the Property)

Outlot 1 of Certified Survey Map No. 9027, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 10767865, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit B
(Depiction of the Facilities)



Prepared April 20, 2018. Pinnacle Engineering Group job #901.00-WI

Exhibit C

(Description of Easement Area)

All that part of Outlot 1 of Certified Survey Map No. 9027, as recorded in the Register of Deeds Office for Milwaukee County as Document No. 10767865, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the northeast corner of said Outlot 1; thence South 88°31'50" West along the north line of said Outlot 1, 20.01 feet to the place of beginning of the land hereinafter to be described; thence continuing South 88°31'50" West along said north line 20.00 feet to the west line of said Outlot 1; thence South 00°22'22" East along said west line 670.96 feet to the southwest corner of said Outlot 1; thence North 88°30'36" East along the south line of said Outlot 1, 20.00 feet; thence North 00°22'22" West 373.93 feet; thence North 89°37'38" East 140.00 feet to the west right-of-way line of West Park Circle Way North; thence North 00°22'22" West along said west right-of-way line 20.00 feet; thence South 89°37'38" West 140.00 feet; thence North 00°22'22" West 277.02 feet to the place of beginning.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 08/07/2018
Reports & Recommendations	CONSTRUCTION BIDS FOR FOR HISTORICAL BARN RECONSTRUCTION (PROJECT 2018-5): CARPENTRY (CP-1) AND ELECTRICAL COMPONENTS (CP-3)- S. LEGEND DRIVE AND S. SCHLUETER PARKWAY	ITEM NO. <i>G.15.</i>

BACKGROUND

On July 19, 2018, bids were received for the carpentry (CP-1) and electrical components (CP-3) of the 2018 Historic Barn Reconstruction project (Project 2018-5). The foundation and slab flooring components were previously constructed.

ANALYSIS

Only one bid was received and it was for the electrical component (CP-1) only.
\$19,300- Starfire Systems, Inc (Franklin, WI)

In addition to no bids being receive for the carpentry work, the Starfire Systems bid was found to be incomplete and non-compliant with the bid documents. Staff recommends rejection of the bid.

Staff is continuing to work cooperatively with the Historical Society to try to address completion of the barn project. To that end, the Director of Administration and City Engineer have met with the President of the Historical Society to review the project status and to discuss options going forward. Those strategy discussions are continuing, and it is expected that options and/or alternatives will be brought forward to the Common Council as soon as the next meeting.

OPTIONS

- A. Reject all bids, or
- B. Refer back to Staff with further direction.

FISCAL NOTE

Not applicable at this time.

RECOMMENDATION

(Option A) Motion to reject all bidders for the Historical Barn Reconstruction in Lions Legend Park (Project 2018-5).

Engineering: GEM

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/07/2018
REPORTS AND RECOMMENDATIONS	UPDATE ON THE DESIGN OF THE S. 51ST STREET AND W. DREXEL AVENUE ROUNDABOUT	ITEM NUMBER <i>G.16.</i>

BACKGROUND

At the July 17, 2018, Common Council meeting, an update for the S. 51st Street and W. Drexel Avenue project was requested for the August 7, 2018, meeting.

ANALYSIS

After Common Council's approval of the design contract with RA Smith on April 17, 2018, the consultant had concern regarding the required insurance coverage listed in the City's standard boilerplate language. It should be noted that RA Smith is not alone in concerns regarding this coverage for consultants; however, the coverage concern was not a point of discussion prior to Common Council approving the contract. This issue involved numerous discussions amongst the Engineering Department, Clerk's Department, Legal Department, Director of Administration, the City's insurance carrier, the consultant, and the consultant's insurance carrier. The issue has finally been resolved but did cause a three-month delay in commencing with the project.

Fortunately, the delay in starting the project has not delayed the anticipated target date of construction that will coincide with the school's 2019 summer vacation. The consultant has provided the updated schedule, and Staff has concurred on the timeline.

- Field survey, soil borings, and wetland delineation: August 2018
- 60% plans / slope intercepts: December 2018
- Public Involvement Meeting and Meeting with Franklin High School: December or January 2019 (we will want to keep this clear of the holidays)
- Legal Descriptions & Exhibits: January 2019
- Real Estate Acquisition (by the City): January – May 2019
- 90% Plans: March 2019
- Let: May 2019
- Construction: June – August 2019

FISCAL NOTE

Not Applicable

OPTIONS

Not Applicable

RECOMMENDATION

Place on file for reference.

Engineering Department: GEM

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>August 7, 2018</p>
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<p>REPORTS AND RECOMMENDATIONS</p>	<p>An Ordinance to Create §245-5.L. of the Municipal Code to Prohibit Parking in Front of Mailboxes (Ald. Barber)</p>	<p>ITEM NUMBER</p> <p><i>G.17.</i></p>
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Attached is a copy of the draft of the above-entitled ordinance.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Create §245-5.L. of the Municipal Code to Prohibit Parking in Front of Mailboxes.

ORDINANCE NO. 2018-_____

AN ORDINANCE TO CREATE §245-5.L. OF THE MUNICIPAL CODE
TO PROHIBIT PARKING IN FRONT OF MAILBOXES

WHEREAS, the Common Council of the City of Franklin has determined that it is in the best interest of the City's health, safety and welfare to create §245-5.L. of the Municipal Code to prohibit parking in a way that blocks a United States Postal Carrier from delivering mail into a mailbox equipped for the purpose of depositing mail from vehicles on the roadway; and

WHEREAS, the Police Chief of the Franklin Police Department has determined that an amendment to this ordinance is necessary for proper and effective parking enforcement.

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

SECTION 1: §245-5.L. of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

L. Parking within Four (4) Feet of a Mailbox Prohibited. Between the hours of 6:00 a.m. and 8:00 p.m. on Monday through Saturday, no person shall stop, stand or park a vehicle within four (4) feet on either side of a mailbox which is placed and equipped for the purpose of depositing mail from vehicles on the roadway except:

(1) Temporarily stopped for the purpose of and while actually engaged in the loading or unloading or receiving or discharging of passengers and while attended by a licensed operator so that it may be immediately moved to allow for the delivery or retrieval of mail.

(2) When a person is stopping, standing or parking a vehicle within four (4) feet of their own mailbox, except as set forth under (3) below, provided that while doing so, they are not within four (4) feet of another person's mailbox.

(3) Temporarily stopped for the purpose and while actually engaged in the delivery or retrieval of mail or newspapers and while attended by a licensed operator so that it may be immediately moved to allow for the delivery or retrieval of mail.

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

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

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

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

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/07/18
REPORTS & RECOMMENDATIONS	POTENTIAL ACQUISITION OF PROPERTY FOR PUBLIC PARK PURPOSES IN THE CITY PURSUANT TO THE MAY 1, 2018 COMMON COUNCIL ACTION UPON THE PARKS COMMISSION RECOMMENDATION TO MOVE FORWARD WITH PARK LAND ACQUISITION NECESSARY STEPS (AND WHICH COMMON COUNCIL ACTION ALSO CHANGED THE STATUS OF THE NEIGHBORHOOD PARK LAND ACQUISITION PROJECT IN THE 2018 CAPITAL IMPROVEMENT FUND TO AN “APPROVED PROJECT”).	<i>8.18.</i>
<p>At the July 9, 2018, meeting of the Park Commission, the following action was approved: move to recommend to the Common Council the purchase of two parcels of land for Neighborhood Park purposes, as discussed in closed session, based on the priorities established by the commission, and a minimum land purchase of 18 acres.</p> <p>The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the potential acquisition of property for public park purposes in the general southwest area of the City and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential acquisition of properties to be used for public park purposes in the City pursuant to the May 1, 2018 Common Council action upon the Parks Commission recommendation to move forward with park land acquisition necessary steps (and which Common Council action also changed the status of the Neighborhood Park Land Acquisition project in the 2018 Capital Improvement Fund to an “approved project”), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> <p>Or,</p> <p>Action on the above item as the Common Council deems appropriate</p>		

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/7/18
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.I.

See attached listing from meeting of August 7, 2018.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

**License Committee
Agenda*
Aldermen's Room
August 7, 2018 – 5:45 pm**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant 5:50 p.m.	Franklin Public Library – Playground Tales Fee Waiver: Park Permit Date of the Event(s): 8/6/18, 9/6/18, 10/4/18 Location: Kayla's Playground at Franklin Woods			
Operator 5:55 p.m.	Sierra L Kisting 10558 W Cortez Cir #13 Franklin WI 53132 Hideaway Pub & Eatery			
Operator	Daniel P Crass 8619 S 35 th St Franklin, WI 53132 Franklin Noon Lions Club			
Operator	Jessica R Ellrick 527 S 73 rd St Milwaukee, WI 53214 Iron Mike's			
Operator	Theresa M Enk 1509 Walnut St South Milwaukee, WI 53172 Iron Mike's			
Operator	Dennis M Fons 7930 W Puetz Rd Franklin, WI 53132 Franklin Noon Lions Club			
Operator	Tracy Kukla-Lewis 7640 S Mission Ct Franklin, WI 53132 Franklin Lioness Club			
Operator	Ashley M Moeller 1409 N Prospect Ave, Unit 502 Milwaukee, WI 53202 Root River Center			
Operator	Alexis M Steltz S65W18718 Onyx Dr Muskego, WI 53051 Romey's Place			
Operator	Jeffrey F Terp 26430 Grace Dr Wind Lake, WI 53185 Franklin Lions Club			
Operator	Sydnee M Tomczak 3209 S 119 th St West Allis, WI 53227 Root River Center			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator	Nicholas J Wavra 2544 N Frederick Ave, Apt 205 Milwaukee, WI 53211 Point After Pub & Grille			
Extraordinary Entertainment & Special Event	Southwestern Suburban Symphony - Outdoor Concert Person in Charge: Christine Flasch Location: Milwaukee Co. Sports Complex, 6000 W Ryan Rd Date of Event: 8/25/2018			
Temporary Class B Beer	Franklin Noon Lions Club Person in Charge: James Luckey Location: St Martins Fair Dates of Event: 9/2/2018 to 9/3/2018			
Temporary Entertainment & Amusement	VFW Post #10394 Hales Corners-Franklin – Live Music Person in Charge: Andrew Hushek Location: St. Martins Fair Date of Event: 9/2/2018 to 9/3/2018			
3.	Adjournment			
		Time		

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

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APPROVAL <i>Steve PH</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/7/18
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated July 14, 2018 through August 2, 2018 Nos. 169630 through Nos. 169850 in the amount of \$ 2,653,257.26. Included in this listing are EFT's Nos. 3816 through Nos. 3828, Library vouchers totaling \$ 20,313.34 and Water Utility vouchers totaling \$ 55,825.80. Voided checks in the amount of (\$ 120.00) are separately listed.

Early release disbursements dated July 13, 2018 through August 1, 2018 in the amount of \$ 1,657,707.82 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated July 20, 2018 is \$ 411,911.65 previously estimated at \$ 403,000.00. Payroll deductions dated July 20, 2018 are \$ 411,485.30 previously estimated at \$ 412,000.00.

The net payroll dated August 3, 2018 is \$ 389,042.29 previously estimated at \$ 386,000.00. Payroll deductions dated August 3, 2018 are \$ 209,812.00 previously estimated at \$ 211,000.00.

The estimated payroll for August 17, 2018 is \$ 394,000.00 with estimated deductions and matching payments of \$ 361,000.00.

Attached is a list of property tax refunds and investments Nos. 17882 and EFT Nos. 212 dated July 13, 2018 through August 2, 2018 in the amount of \$ 8,898,648.06. \$ 8,898,532.20 of this represents the transfer to investment accounts and \$ 115.86 are refunds. These payments have been released as authorized under Resolution 2013-6920. Voided checks in the amount of \$ (115.86) are separately listed.

Approval to release payment to Oak Creek Water & Sewer in the amount of \$768,581.39. Payment is due August 20, 2018.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of August 2, 2018 in the amount of \$ 2,653,257.26 and
- Payroll dated July 20, 2018 in the amount of \$ 411,911.65 and payments of the various payroll deductions in the amount of \$ 411,485.30 plus City matching payments and
- Payroll dated August 3, 2018 in the amount of \$ 389,042.29 and payments of the various payroll deductions in the amount of \$ 209,812.00 plus City matching payments and
- Estimated payroll dated August 17, 2018 in the amount of \$ 394,000.00 and payments of the various payroll deductions in the amount of \$ 361,000.00, plus City matching payments and
- Property Tax refunds and investments with an ending date of August 2, 2018 in the amount of \$ 8,898,648.06 and
- The release of payment to Oak Creek Water & Sewer in the amount of \$ 768,581.39.

ROLL CALL VOTE NEEDED