

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/04/18
REPORTS & RECOMMENDATIONS	SPECIAL USE AMENDMENT TO AMEND RESOLUTION NO. 97-4563 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR HOPPE WOODWORKS, INC. LOCATED AT 2791 WEST SOUTHLAND DRIVE TO ALLOW FOR CONSTRUCTION OF AN APPROXIMATELY 1,100 SQUARE FOOT DETACHED STORAGE BUILDING/GARAGE AND REMOVAL OF APPROXIMATELY 300 SQUARE FEET OF THE EXISTING ASPHALT PARKING LOT WHICH WILL BE REPLACED WITH GREENSPACE (JOHN L. HOPPE, PRESIDENT OF HOPPE WOODWORKS INC., APPLICANT)	ITEM NUMBER <i>G.7.</i>

At its November 8, 2018 meeting, the Plan Commission recommended approval of a Special Use Amendment to allow for construction of an approximately 1,100 square foot detached storage building/garage and removal of approximately 300 square feet of the existing parking lot which will be replaced with greenspace (John L. Hoppe, President of Hoppe Woodworks Inc., Applicant).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2018-_____, a Special Use Amendment to amend Resolution No. 97-4563 imposing conditions and restrictions for the approval of a Special Use for Hoppe Woodworks Inc. located at 2791 West Southland Drive to allow for construction of an approximately 1,100 square foot detached storage building/garage and removal of approximately 300 square feet of the existing parking lot which will be replaced with greenspace (John L. Hoppe, President of Hoppe Woodworks Inc., Applicant).

RESOLUTION NO. 2018-_____

A RESOLUTION TO AMEND RESOLUTION NO. 97-4563 IMPOSING
CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE
FOR HOPPE WOODWORKS, INC. LOCATED AT 2791 WEST SOUTHLAND
DRIVE TO ALLOW FOR CONSTRUCTION OF AN APPROXIMATELY 1,100
SQUARE FOOT DETACHED STORAGE BUILDING/GARAGE AND REMOVAL
OF APPROXIMATELY 300 SQUARE FEET OF THE EXISTING ASPHALT PARKING
LOT WHICH WILL BE REPLACED WITH GREENSPACE
(JOHN L. HOPPE, PRESIDENT OF HOPPE WOODWORKS, INC., APPLICANT)

WHEREAS, John L. Hoppe, President of Hoppe Woodworks, Inc., having petitioned the City of Franklin for the approval of an amendment to Resolution No. 97-4563, conditionally approving a Special Use for Hoppe Woodworks, Inc., a custom cabinetry company, upon property located at 2791 West Southland Drive, such property being zoned B-4 South 27th Street Mixed-Use Commercial District, more particularly described as follows:

Parcel 2 in Certified Survey Map No. 5588, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 24, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin; Tax Key No.: 855-9973-002; and

WHEREAS, such proposed amendment being for the purpose of constructing of an approximately 1,100 square foot detached storage building/garage on the southeast corner of the existing paved parking lot for storage of items similar to those in the existing building, to park company vehicles and to eliminate the need for outside storage (approximately 300 square feet of the existing asphalt parking lot will be removed and replaced with greenspace); and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 8th day of November, 2018, and the Plan Commission thereafter having determined to recommend that the proposed amendment to Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed amendment to Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

JOHN L. HOPPE, PRESIDENT OF HOPPE WOODWORKS, INC. – AMENDMENT TO
SPECIAL USE
RESOLUTION NO. 2018-_____

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of John L. Hoppe, President of Hoppe Woodworks, Inc., for the approval of an amendment to Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this amendment to Special Use is approved only for the use of the subject property by John L. Hoppe, President of Hoppe Woodworks, Inc., successors and assigns, for the Hoppe Woodworks, Inc. detached storage building/garage construction and parking lot removal/replacement project, which shall be developed in substantial compliance with and constructed, operated and maintained by Hoppe Woodworks, Inc., pursuant to those plans City file-stamped _____, 2018 and annexed hereto and incorporated herein as Exhibit A.
2. John L. Hoppe, President of Hoppe Woodworks, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consultants to the City of Franklin, for the Hoppe Woodworks, Inc. detached storage building/garage construction and parking lot removal/replacement project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon John L. Hoppe, President of Hoppe Woodworks, Inc. and the Hoppe Woodworks, Inc. detached storage building/garage construction and parking lot removal/replacement project for the property located at 2791 West Southland Drive: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. That the applicant shall remove the existing storage shed from the subject property prior to issuance of any Building Permit.

JOHN L. HOPPE, PRESIDENT OF HOPPE WOODWORKS, INC. – AMENDMENT TO
SPECIAL USE
RESOLUTION NO. 2018-_____

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5. That the applicant shall relocate the existing garbage dumpster and include a dumpster enclosure for Department of City Development review and approval prior to issuance of any Building Permit.
6. That all materials and supplies shall be stored inside the buildings and that outdoor storage shall not be permitted.
7. [other conditions, etc.]

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

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

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be an amendment to such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance, and that all of the terms and conditions of Resolution No. 97-4563, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of completion of the Hoppe Woodworks, Inc. detached storage building/garage construction and parking lot removal/replacement.

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

JOHN L. HOPPE, PRESIDENT OF HOPPE WOODWORKS, INC. – AMENDMENT TO
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Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2018.

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



2791 W. Southland Dr.
TKN: 855 9973 002



Planning Department
(414) 425-4024

0 45 90 180 Feet

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



2017 Aerial Photo



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of November 8, 2018

Special Use Amendment

RECOMMENDATION: Department of City Development staff recommends approval of the Special Use Amendment, subject to the conditions in the draft resolution.

Project Name:	Hoppe Woodworks Inc. Special Use Amendment
Project Address:	2791 West Southland Drive
Applicant:	John Hoppe
Property Owner:	John and Bonnie Hoppe
Current Zoning:	B-4 South 27 th Street Mixed Use Commercial District
2025 Comprehensive Plan	Mixed Use
Use of Surrounding Properties:	Commercial to the north, east, and west, and two-family residential (zoned B-4 District) to the south
Applicant Action Requested:	Approval of the Special Use Amendment for the proposed storage building/garage

Introduction

Please note:

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

On September 13, 2018, the applicant submitted a Special Use Amendment application requesting approval of a proposed storage building/garage to be located at 2791 W. Southland Drive. The property is currently owned and operated by John Hoppe, d/b/a Hoppe Woodworks Inc. The applicant has indicated that additional interior storage space is needed for parking company vehicles and storing items.

A Special Use was granted in 1997 for a retail/wholesale cabinetry business use (Resolution No. 97-4563).

The property is located within the South 27th Street Corridor; however, is not subject to the South 27th Street Design Overlay District standards as the storage building/garage is less than a 50% increase in floor area.

Project Description/Analysis

The property is approximately 0.42 acres. Site improvements currently include: the existing approximately 5,200 square foot building; a 13 stall parking area; a garbage dumpster immediately south of the parking lot and adjacent to the existing building; and a small storage shed behind the existing building.

The proposed storage building/garage is 52' x 22' (approximately 1,100 square feet), will be located on the southeastern portion of the existing parking lot (where a cargo container previously was), and will be a tan and brown colored metal sided building. The applicant indicates that a small portion of the existing parking lot immediately east of the proposed building will be removed and returned to greenspace.

As indicated in the attached Staff Comments email dated September 30th, all of the existing structures are located within the B-4 South 27th Street Mixed Use Commercial District rear yard 30 foot setback, and a small portion of the parking lot may be located within the 10 foot setback from Southland Drive. However, it can be noted that at the time of the original Special Use approval in 1997, the rear yard setback was 20 feet, and the parking lot front yard setback was 10 feet and side yard setback was 4 feet. In this regard, the current B-4 zoning district states that:

“A Special Use lawfully existing within the area of this District prior to and upon the creation of this District shall remain as such Special Use and a conforming use, with any future amendment to the Special Use Permission, to be granted only upon the consideration of all applicable standards for the review and approval of Special Uses, and the District Intent, and District Standards in this Section.”

Consequently, only the storage shed and the garbage dumpster are located within the original setbacks and are not conforming. Therefore, staff recommends that the storage shed be removed, and that the garbage dumpster be relocated and a dumpster enclosure added for Department of City Development review and approval prior to issuance of a Building Permit. As a small portion of the parking lot may be located within the front parking setback, staff suggests that the parking lot be removed from the front yard setback at such time as the parking lot is ever expanded or reconstructed.

- The applicant has agreed to remove the storage shed but requests that the garbage dumpster remain where it is. The applicant has indicated that a dumpster enclosure will be added.

The applicant indicates that no vehicles over 8,000 lbs will be parked overnight, and that the current company vehicles will be parked in the storage building/garage.

The proposed storage building/garage is to be located entirely within the existing parking lot. The location of the proposed building currently consists of two parking spaces and the area where a cargo container previously was. Although two parking stalls will be lost (leaving 11 parking stalls), it can be noted that the original Special Use approval only required 10 parking spaces.

The applicant is not proposing any additional landscaping, lighting or signage. It can be noted that the original Special Use approval required a total of 20 trees and shrubs, and that the applicant indicates that 36 trees and shrubs are currently located on the subject property.

Lastly, the original Special Use approval prohibited outside storage, although the cargo container and lumber/wood were present at the site. Therefore, staff recommends that no outdoor storage be allowed, and any such materials be removed.

Staff Recommendation

Department of City Development staff recommends approval of the Special Use Amendment, subject to the conditions in the draft resolution.

John Hoppe, DBA Hoppe Woodworks Inc.
2791 West Southland Dr.
Franklin, WI. 53132
414.761.9663
Email hoppewoodworks@yahoo.com

September 12, 2018
Revised;
October 26, 2018

Reference; Unattached out building (cold storage only)

I, John Hoppe (property owner) propose to build a storage/garage on said property. City of Franklin set back ordinance states a 10 foot side yard and a 30 foot rear set backs. I am proposing the building location on the existing asphalt lot location with an existing setback of 4 foot side yard (proposed building at 10') and an existing 21 foot rear yard set back also existing building at 21' (proposed building at 21').

10' side yard setback (east) allows for a maximum building width of 22' needed for inside storage of all items inventoried, allows 14' between existing building and new building for garbage truck access to dumpster (maintaining its existing location) and providing maximum open space (14' between buildings) for fire and police protection for this property and southern neighbor.

Adjoining side yard neighbor outbuilding is at 20' side yard setback from lot line (east), and rear yard neighbor outbuilding is at 24' set back (south), existing (Hoppe Woodworks) building rear yard setback at 21'

No green space will be removed for new building but, 312 sq ft will be added (exchanging asphalt for green space), and the existing 9 parking stalls and 1 Handicap parking stall to remain and untouched at 9'-0' minimum width. Existing mature trees to remain, existing dumpster location to remain the same but adding gates between existing building and new building for curbside concealment and adding a board on board fence on the back side for rear concealment.

Building size to be 22' wide x 52' long (1144 sq ft/ 22% of existing building) x 11'6" ceiling height, 4/12 pitch roof, metal sided/ roof, unfinished interior, one garage door (facing North) one service door and one garage door (facing west), building to be placed on a concrete grade

beam slab. Steel rib siding/roof/wainscot. Color, tan side wall, brown wainscot, brown roof (material and color matching Hoppe Woodworks building for continuity)

Project cost, site improvement/concrete slab/building \$28,700.00

The intent of proposed building will park "newer" company vehicles and associated items securely (large theft problems in the past and vehicle damage from hit and run), also protects from snow, sun, rain and wind and will eliminate the need of outdoor storage of any random items (currently no items left outside, just vehicles)

Shed and Shipping container have been removed from property.

No new landscaping is planned, as there has been additional plantings added over the years and have grow into mature specimens with maximum density of trees/bushes/grass giving the property "curb appeal" (Planting/schedule, inventory on site plan @ 80% more than city requirement).

No new lighting planned, as the existing side wall 250 watt light and existing front soffit lights cover the area.

Security cameras have been added to cover same area.

Attachments; -Site plan

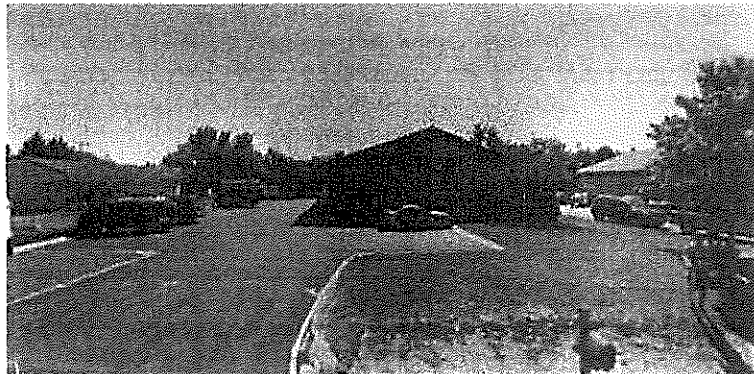
- Neighbors signed agreements
- Satellite view
- Photos of site with proposed building in pink
- Waste Management field assessment letter
- Survey
- Building plans
- Response to Special use standards and regulations
- Response to Planning Dept. "Staff Comments"

Thank You, John Hoppe

Google Maps 2791 W Southland Dr



Imagery ©2018 Google, Map data ©2018 Google 20 ft



Ref.
Proposed Location

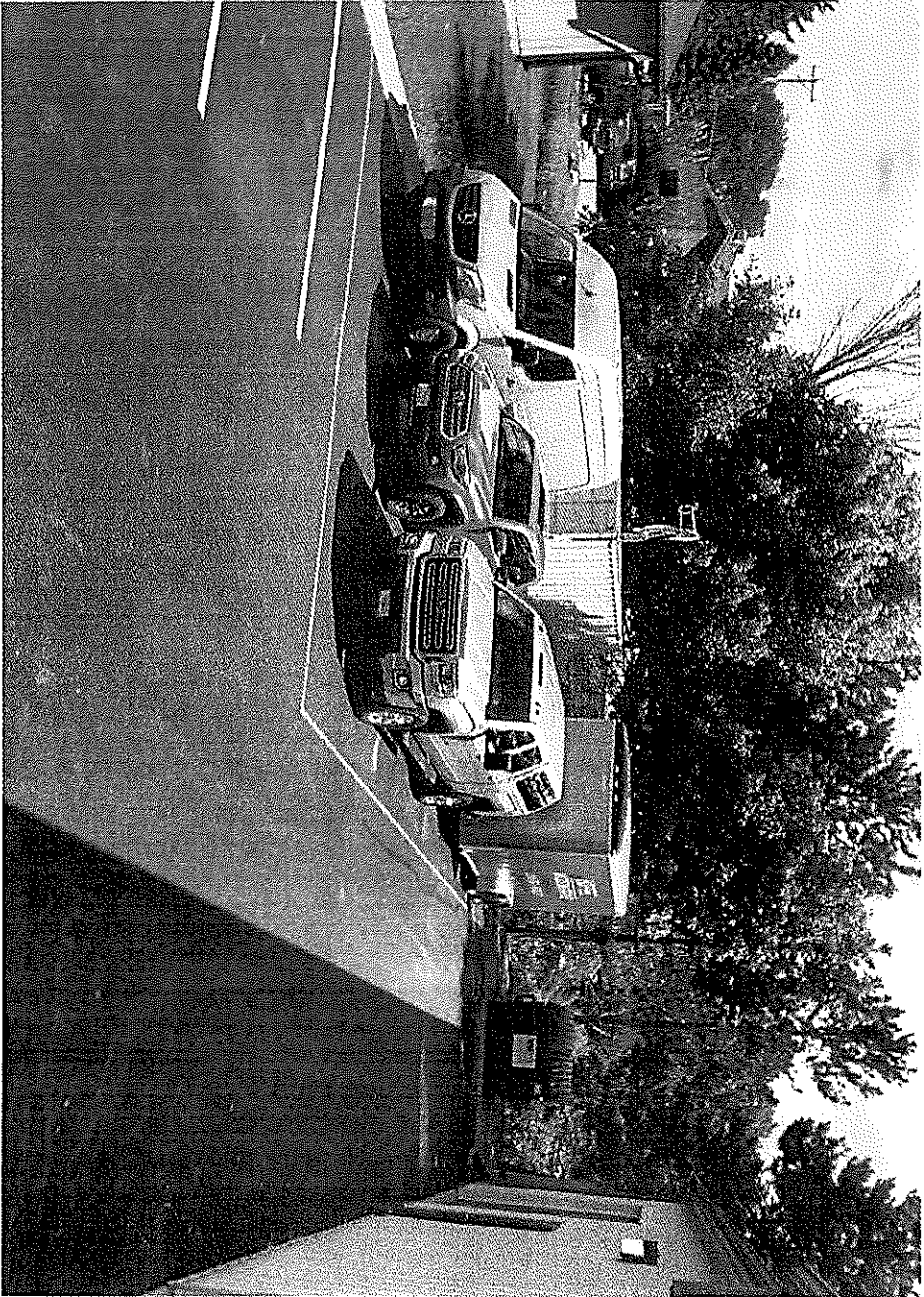
2791 W Southland Dr
Franklin, WI 53132

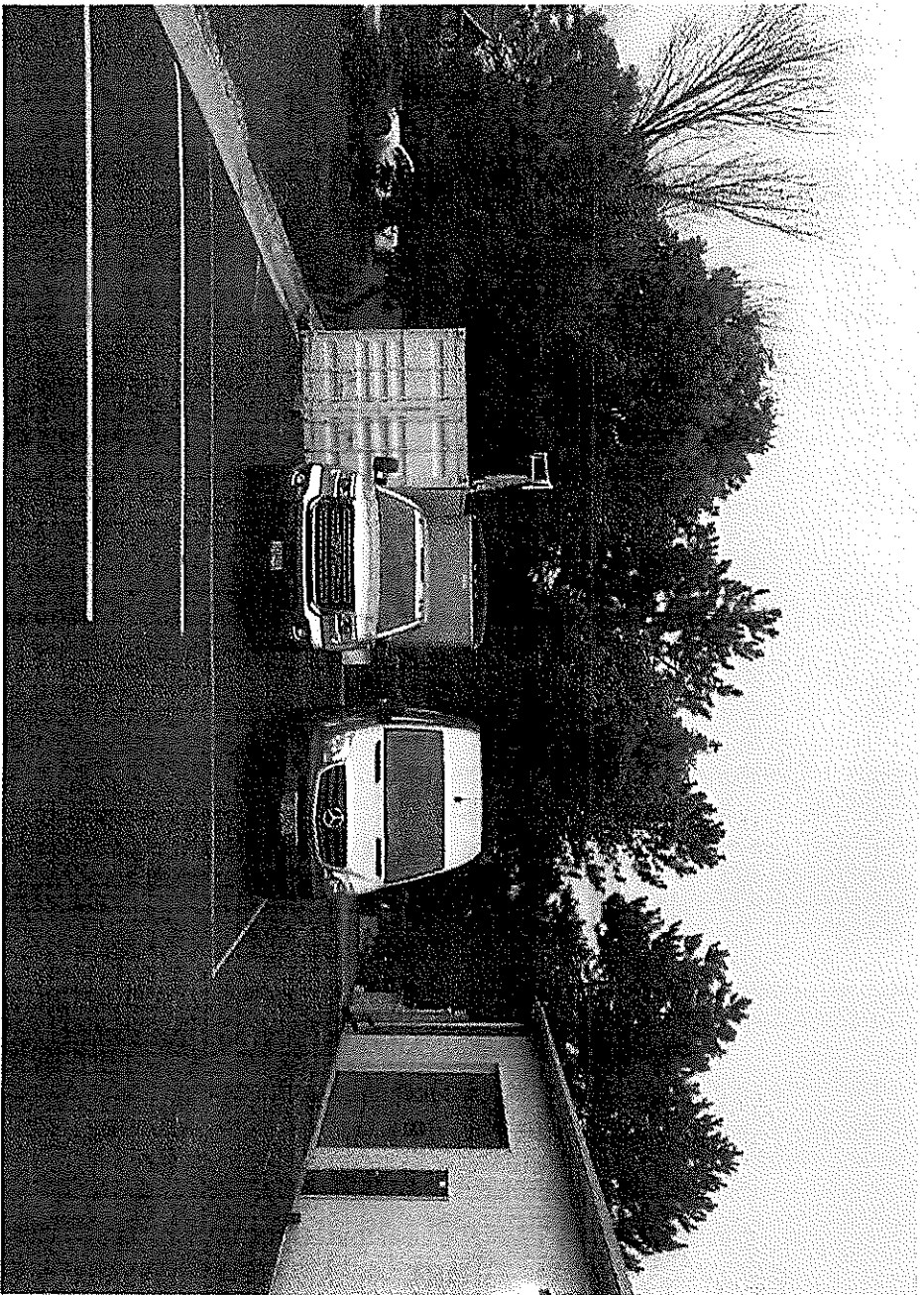


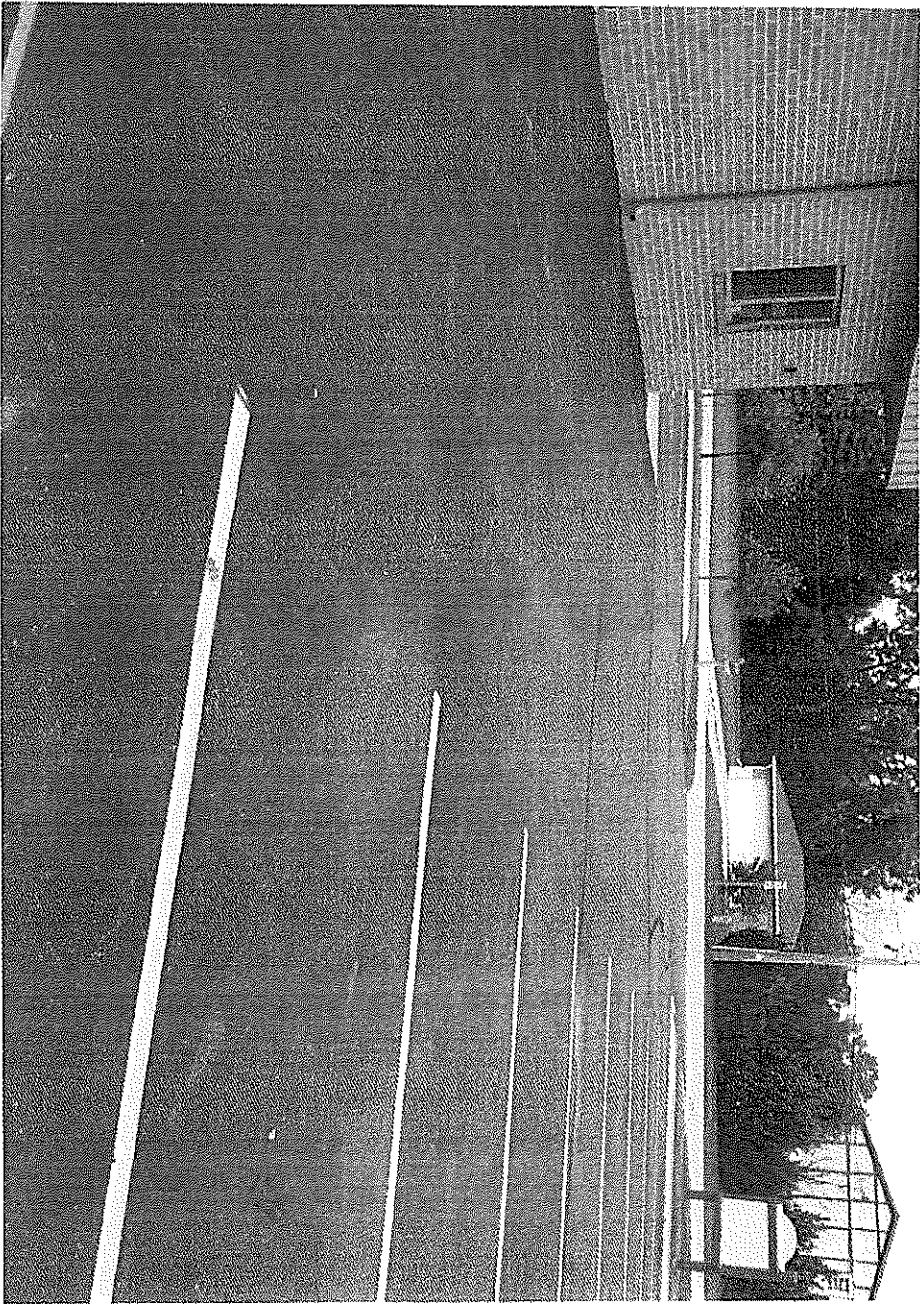
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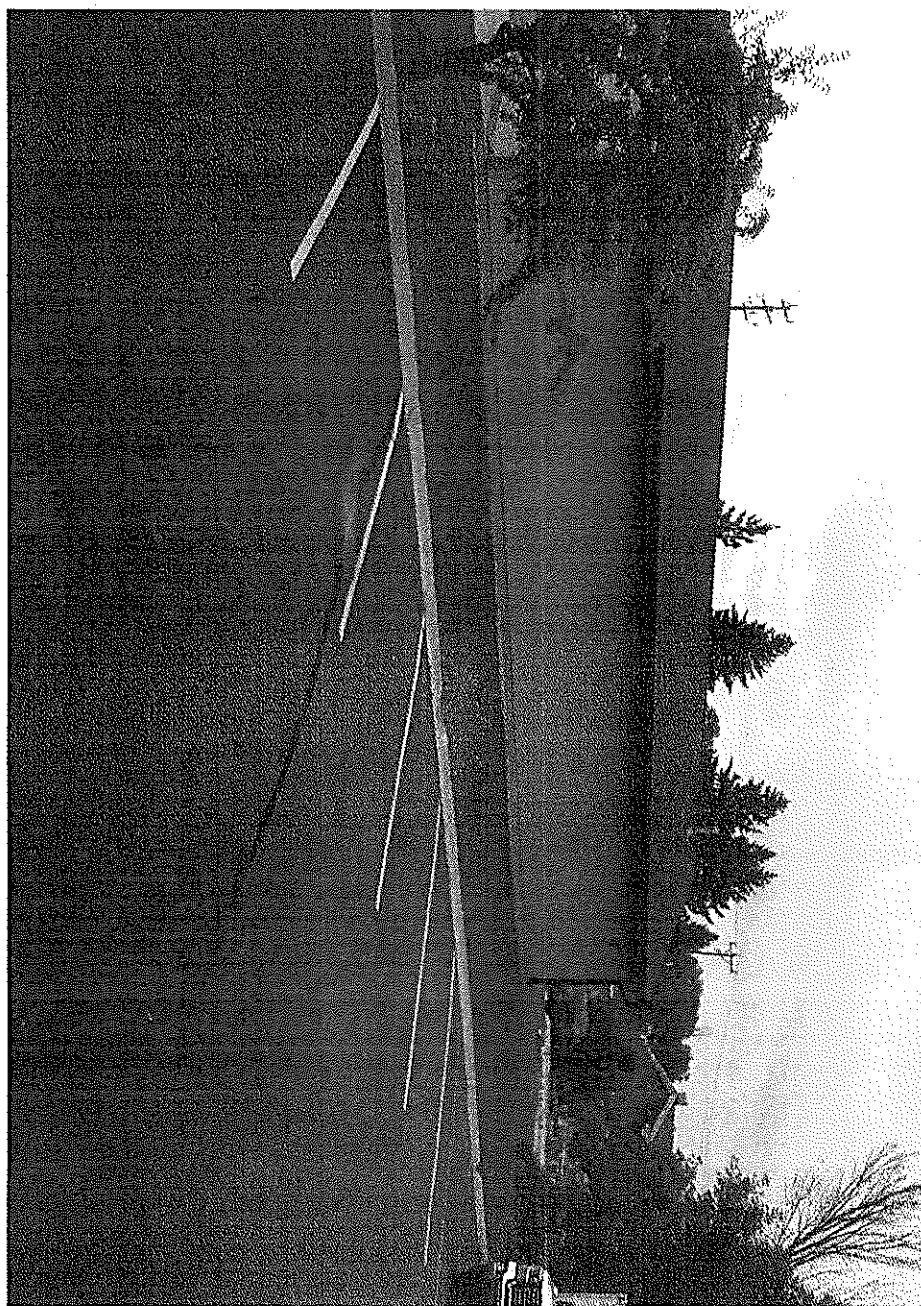
Hoppe Woodworks
Cabinet Maker - 2791 W Southland Dr



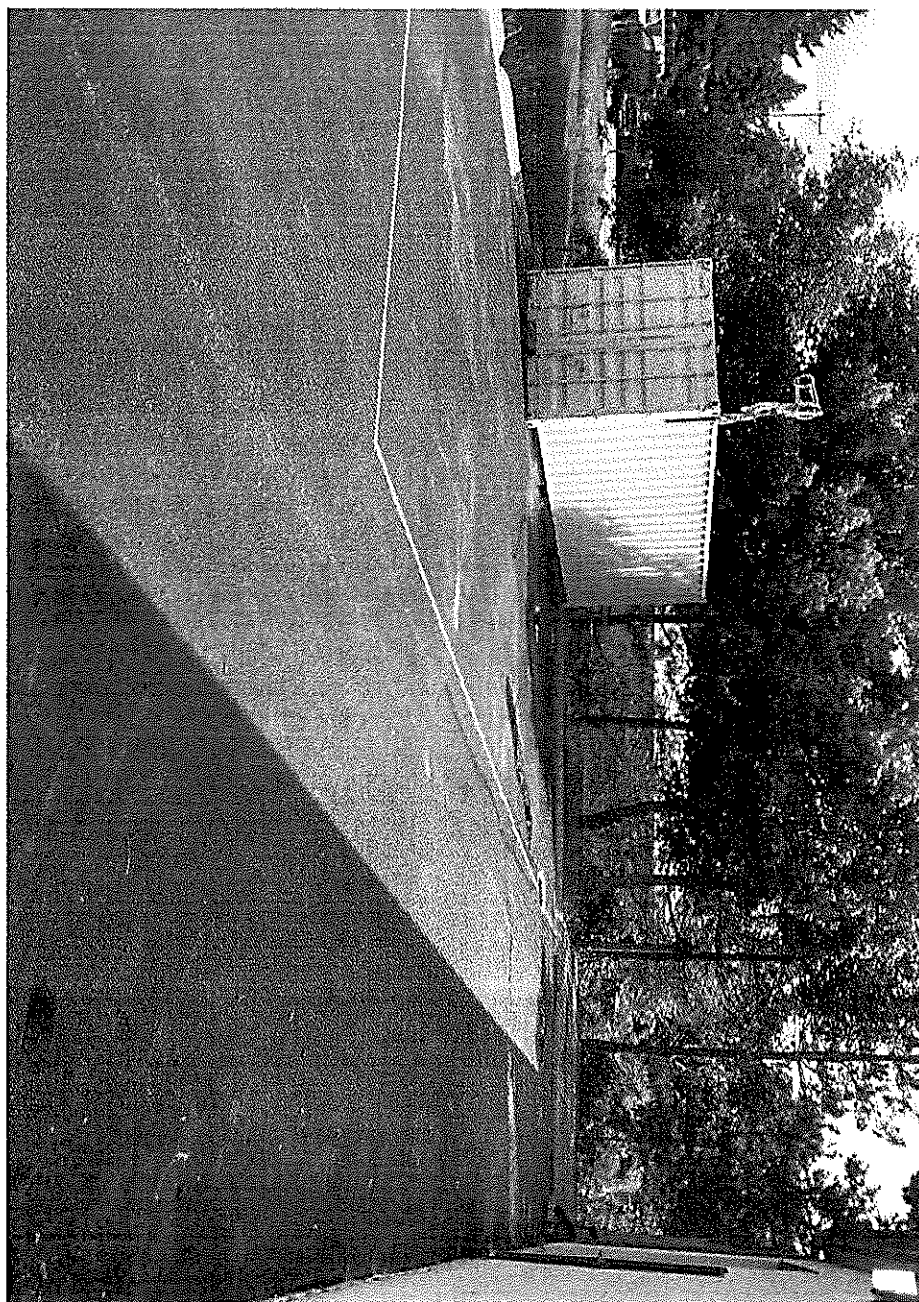








11
Removal Site







Franklin Police patrols.

C-2, Location for proposed building (on a existing asphalt lot downsizing for the proposed building) fits best on property and blends well with current landscaping, parking lot, existing building, and neighbors out buildings.

Tucked into southeast corner of property, shielded from east and south from neighbors out buildings and mature evergreen/ hardwood trees (per original landscape plan)

C-3, I have been in operation at this location for 19 years, and with that hands on personal experience on site, I have determined there are no adverse effects this building would impose on my surrounding neighbors. Also, I have reviewed building and its location with adjoining neighbors and have received written permission from them (attachments).

C-4, Precedent has been established as adjoining property owners have out buildings in the general area, east outbuilding at 20'-3" from property line, south outbuilding at 25'-5" from property line. Building style/ color to be consistent with adjacent structures.

Submitted by; John Hoppe

DBA, Hoppe Woodworks Inc.

2791 West Southland Dr.

Franklin, Wi. 53132

hoppewoodworks @yahoo.com

414-761-9663

Response to, Special use standards and regulations
General standards for special uses

A-1, Proposed use of outbuilding will be for unheated cold storage only, proposed set backs required for maximum foot print to obtain indoor safe parking of company vehicles and associated items. Both adjoining properties have established outbuildings (setbacks identified on site plan) with their setback limits more than double the city requirement.

A-2, Proposed outbuilding/ location in general area of adjoining property outbuildings. No infringements on neighbors, as only two are in direct line of sight, and the structure has continuity with neighbors outbuilding to the east. No green space or trees to be removed (312 sq ft added) building to replace current asphalt lot, site drainage, not changed. No electric service, municipal/ residential water, sewer, gas, telephone, in general area. No surface runoff impacted.

A-3, Both adjoining properties have out buildings with set backs double city requirement, location of this building to be in the general area. Neighbors out building to the east is larger (1440 sq ft), proposed building 1144 sq ft

A-4, Open access to building for protection. No restrictions to adjoining properties for protection. Outbuilding for cold storage, no impact to schools, libraries, parks, or other public facilities

A-5, No impact to any traffic, as this is a out building for cold storage, no parking stalls will be eliminated, location and size (9' wide/180 sq ft) are untouched.

A-6, No destruction of ANY local features, this building will built on an existing asphalt lot location. Landscaping, mature trees, existing ditch line, are untouched

A-7, Petitioning for rear yard set back of proposed building at 21' matching existing building and lot.

B, Compliance to special standards for the specified special use, to be meet as outlined by City of Franklin

C-1, Deter theft and the rif/raf looking for a hit. Parking vehicles and associated items inside/ out of sight deters just that. No vehicles or misc. items will be left outside nights/ weekends, allows for uncluttered appearance to public eye, aids in

DIVISION 15-3.0700

SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701

GENERAL STANDARDS FOR SPECIAL USES

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

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

Response:

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

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

Response:

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

Response:

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

Response:

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

Response:

Subject: Hoppe outbuilding

From: hoppewoodworks@yahoo.com

To: jdietl@franklinwi.gov

Date: Monday, October 8, 2018, 7:18:50 PM CDT

Hi Joel

Yes I do want to proceed with the project, no major changes but would like to respond to "Plannings and Engineering" comments, will also incorporate responses into revised site plan and project narrative.

-#1a, Current company vehicle #1, 2015 GMC 2500 pickup, curb weight @ 6524 lbs
vehicle #2, 2014 2500 Cargo van, curb weight @ 5081 lbs
trailer (for delivery) not storage, curb weight @ 2237 lbs

And the intent of proposed garage is to house these vehicles

#2b, shed behind existing building in the process of being removed from property

#2c, I would request to leave the dumpster location as is, adding an enclosure. I had a site review with Waste Management and they confirmed in writing they could service it without issue. Rear of dumpster enclosure at 11,-0 from rear lot line

#3a, Front parking lot set back to back of curb at 11'-3"

#5a, Sea container to be removed from site (will need for staging during construction) than removed. The only trailer is used for delivery not storage, no "lumber/ wood" left outside overnights. Temporary staging of rough materials is needed at times with a very short window during working hours only.

#6a, There are NO dead, dying plantings on My property (the dead tree and plastic shed is on neighbors property, as seen in photo in org. package) BUT, the inventory of plantings on My property include, 5 shade trees, 17 evergreen trees, 7 shrubs, 7 decorative trees. I will not be replacing any trees to the east of proposed building location as there are none there now (on my property)

Engineering comments

As mentioned "drainage-sensitive area" is not on My property, the drainage ditch is on the property to the east, there are no drainage issues nor will there be any alterations to drainage with the proposed building.

Once the asphalt is removed for new building the existing stone/ stones will act a "Rip/Rap" to the east, and some means of erosion control will be installed to the south, no raw earth will be exposed just removing asphalt down to sub base stone of original asphalt. Again there is No drainage problems on my property, or neighbors east or south

Is there anything else needed from me to proceed (outside of revised site plan/project narrative)?

Thank you, John Hoppe

PS, I have been having problems receiving emails from you, is it possible to confirm an email with a quick call @414-403-8732

RE: Special Use Amendment, Staff Comments for 2791 West Southland Drive

From: Gail Olsen (GOlsen@franklinwi.gov)
To: hoppewoodworks@yahoo.com
Cc: GOlsen@franklinwi.gov
Date: Monday, October 1, 2018, 4:17 PM CDT

Resending.

Thank you,

Gail Olsen
Planning Secretary - Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132
Phone: 414-425-4024
Fax: 414-427-7691

From: Joel Dietl
Sent: Sunday, September 30, 2018 4:38 PM
To: 'hoppewoodworks@yahoo.com'
Cc: Orrin Sumwalt; Gail Olsen
Subject: Special Use Amendment, Staff Comments for 2791 West Southland Drive

Mr. Hoppe,

Below are staff's comments on the proposed Special Use Amendment for Hoppe Woodworks Inc. Let me know if you have any questions. If there are any major changes, I would need to know that by October 15th, prior to the public hearing notice being sent out.

Otherwise, you may submit 12 collated copies (and an electronic copy) of all of the plans and materials (revised as appropriate) by noon on Monday October 29th, for the November 8th Plan Commission meeting.

Staff Comments:

1. Pursuant to Section 15-5.0202G.6. of the Unified Development Ordinance, please indicate if any vehicle(s) over 8,000 lbs will be parked overnight on your property.
 - a. If so, your project narrative must indicate this information. Prior approval from the Common Council is required, and this information must be included in the public hearing notice.
2. Pursuant to Table 15-3.0304 of the Unified Development Ordinance, the required rear yard setback is 30'. Although the building and parking lot were originally approved (see Special Use Resolution No. 97-4563) with the existing 21' setback, neither the shed nor the garbage dumpster were approved (which only have setbacks of approximately 10').
 - a. Staff has no objection to the proposed garage/storage building with the proposed 21' rear yard setback (matching the existing edge of pavement).
 - b. Staff recommends that the shed located behind the existing building be removed.
 - c. Staff suggests that the garbage dumpster be relocated to near the northeast corner of the proposed building, and that a dumpster enclosure be added.
3. Pursuant to Section 15-5.0202C.4. of the Unified Development Ordinance, the required parking lot setback is 10' from the front and side lot lines. Although the parking lot was originally approved with a 4' side yard setback, it was originally approved with the required 10' front yard setback.
 - a. Should the parking lot ever be revised, staff would recommend that it come into compliance with the 10' setbacks.
4. Special Use Resolution No. 97-4563 requires that the parking lot provide 10 parking spaces, one of which must be a handicapped accessible parking space. Please note that two parking spaces will be lost due to the proposed garage/storage building. However, this site will still retain 10 parking spaces.
 - a. Therefore, staff does not object to the reduction of two parking spaces as long as 10 parking spaces are maintained at all times, and that all parking spaces meet the City's parking stall and drive aisle size requirements.
5. Special Use Resolution No. 97-4563 prohibits outdoor storage. However, your photographs, and various aerial photographs, indicate that a cargo container, trailer(s), lumber/wood, etc. have been located in the southeastern portion of your site.
 - a. Therefore, staff recommends that no outdoor storage of any kind be located on the subject property. This include cargo containers and any trailers utilized for storage purposes.
6. Special Use Resolution No. 97-4563 requires landscaping consisting of 5 shade trees, 5 evergreens, 5 decorative trees, and 5 shrubs.
 - a. Staff recommends that these plantings be confirmed, and if any are missing, dead, or dying, that some be replaced immediately east of the proposed garage/storage building.

Joel Diell, AICP

Planning Manager

Department of City Development

City of Franklin

9229 W. Loomis Road

Franklin, Wisconsin 53132

Phone: 414-425-4024

Subject: FW: Engr-Comments Special Amendment- 2791 W Southland Dr.

From: GOlsen@franklinwi.gov

To: hoppewoodworks@yahoo.com

Cc: GOlsen@franklinwi.gov

Date: Thursday, October 4, 2018, 4:18:29 PM CDT

Thank you,

Gail Olsen

Planning Secretary - Department of City Development

City of Franklin

9229 W. Loomis Road

Franklin, Wisconsin 53132

Phone: 414-425-4024

Fax: 414-427-7691

From: Ronnie Asuncion

Sent: Thursday, October 04, 2018 1:23 PM

To: Joel Dietl; General Planning

Cc: Sara Arnold

Subject: Engr-Comments Special Amendment- 2791 W Southland Dr.

In addition to that. They need to submit a plat of survey (see Informational Requirements for Plat of Survey submittal on City Website).

Thanks

Ronnie Asuncion

Engineering Lead Technician

City of Franklin

Engineering Department

(414)425-7510

rasuncion@franklinwi.gov

From: Sara Arnold
Sent: Thursday, October 04, 2018 11:17 AM
To: Joel Dietl; General Planning
Cc: Ronnie Asuncion
Subject: RE: Comments for Planning

This is a drainage-sensitive area that Alderman Taylor has contacted our office about in the past. Applicant indicates no work on land other than already-impervious area, although there will be some impervious area removal. Erosion control must be installed and maintained until site is stabilized and existing drainage patterns must be maintained.

Sara Arnold, P.E.

414-425-7510

From: Shari Gilmeister
Sent: Monday, September 24, 2018 8:56 AM
To: Engineering Dept
Subject: Comments for Planning

Please give any comments to Ronnie.



WASTE MANAGEMENT

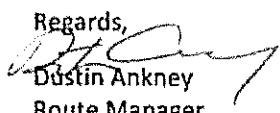
10627 S. 27th St.
Franklin, WI 53132
(414) 761-2100
1-800-640-5571
(414) 761-3899 Fax

To whom it may concern,

RE: Hoppe Woodworks dumpster placement

I have surveyed the site located at 2791 West Southland drive in Franklin WI and based on where the new building will be located we can still service our dumpster without issue. If you have any questions or concerns, please feel free to contact me directly.

Regards,


Dustin Ankney
Route Manager
10627 South 27th Street
Franklin WI 53132
O-414-304-7126
C-414-839-6908
F-414-761-3899

John Hoppe (Hoppe Woodworks Inc.)
2791 West Southland Dr.
Franklin, Wi. 53132
414.761.9663

August 15, 2018

Reference; Unattached out building (for storage)

I, John Hoppe (property owner) propose to build a storage/ garage on said property. City of Franklin set back ordinance states a 10 foot side yard and a 30 foot rear set backs. I am proposing the building location on the existing parking lot location with an existing setback of 4 foot side yard and a 21 foot rear yard set backs. No green space will be removed for new building and the existing 10 parking stalls and 1 handicap parking stall is to remain.

The intent of proposed building will park company vehicles and associated items securely (theft problems in the past)

Attachment; Site Plan with proposed building location

Acknowledgments;

Name; LAURENCE WELDER. Trustee
Business; BOOTH SHORE Lodge #3 F&AM
Address; 9023 S. 27TH Street

John Hoppe (Hoppe Woodworks Inc.)
2791 West Southland Dr.
Franklin, Wi. 53132
414.761.9663

August 15, 2018

Reference; Unattached out building (for storage)

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The intent of proposed building will park company vehicles and associated items securely (theft problems in the past)

Attachment; Site Plan with proposed building location

Acknowledgments;

Name;

Business;

Address;

[Signature]
Jerry's Auto Expressions
2803 W Southland Dr.

John Hoppe (Hoppe Woodworks Inc.)
2791 West Southland Dr.
Franklin, Wi. 53132
414.761.9663

August 15, 2018

Reference; Unattached out building (for storage)

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The intent of proposed building will park company vehicles and associated items securely (theft problems in the past)

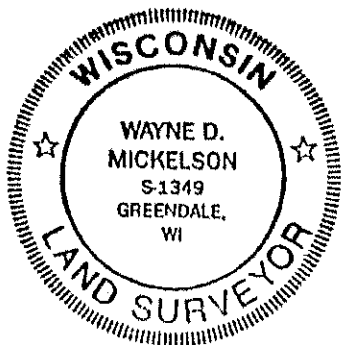
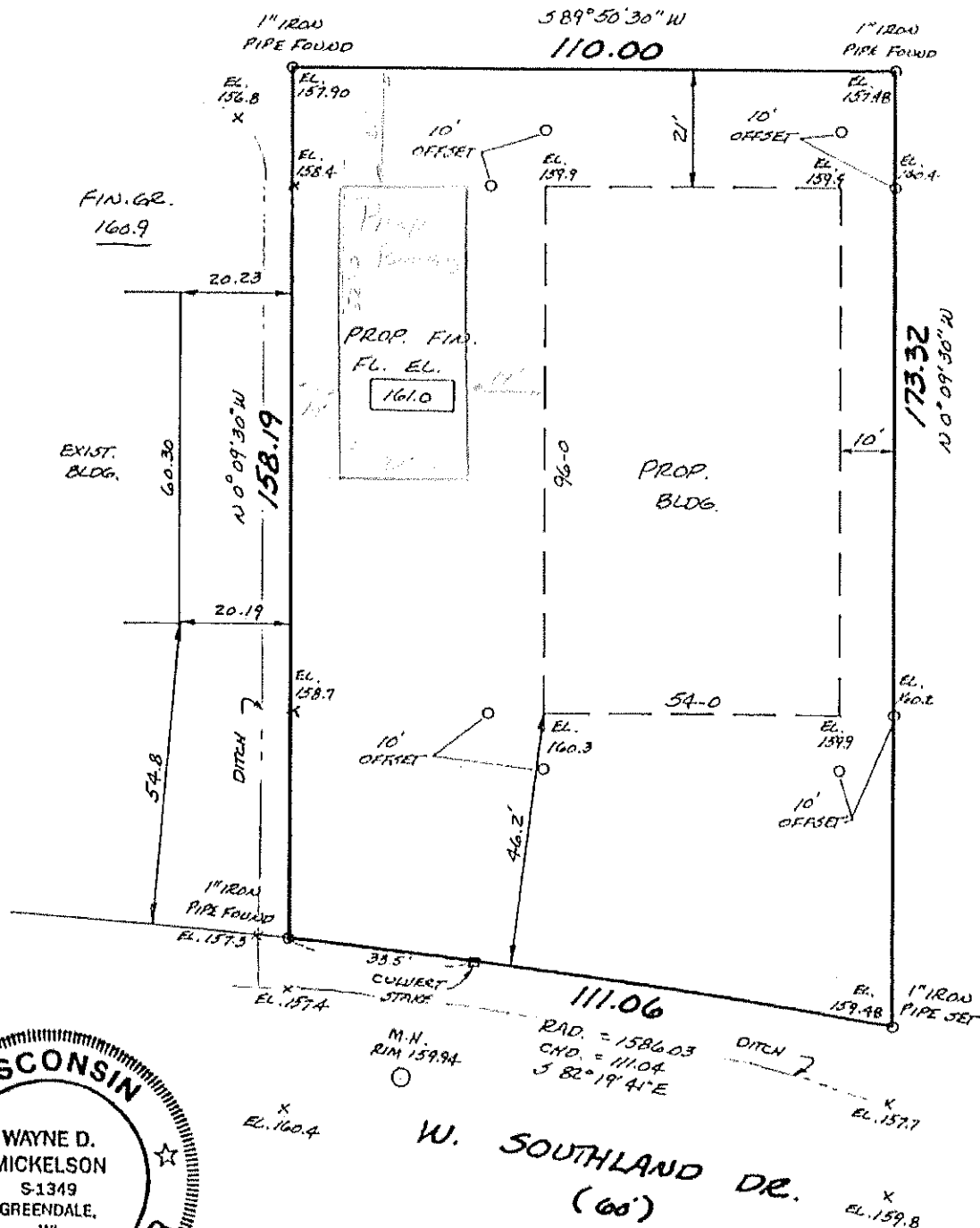
Attachment; Site Plan with proposed building location

Acknowledgments;

Name; *Dijana Comcau*

Business; *EL RANCHO MOTEL*

Address; *8973 S. 27th. ST*



METROPOLITAN ENTERPRISES, INC.
REGISTERED LAND SURVEYORS

9415 W. FOREST HOME AVE., SUITE 202, HALES CORNERS, WI 53130
 PH. 529-5380 FAX 529-9787

Proposed finished yard. 1st floor or top of foundation grade shown on this drawing is a suggested grade and should be verified by the owner and/or the builder.

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 PRINCIPAL BUILDINGS 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 ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

SIGNED Wayne D. Mickelson

Wayne D. Mickelson
 Registered Land Surveyor S-1349

JOHN HOPPE
HOPPE WOODWORKS

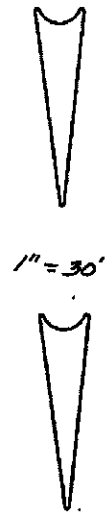
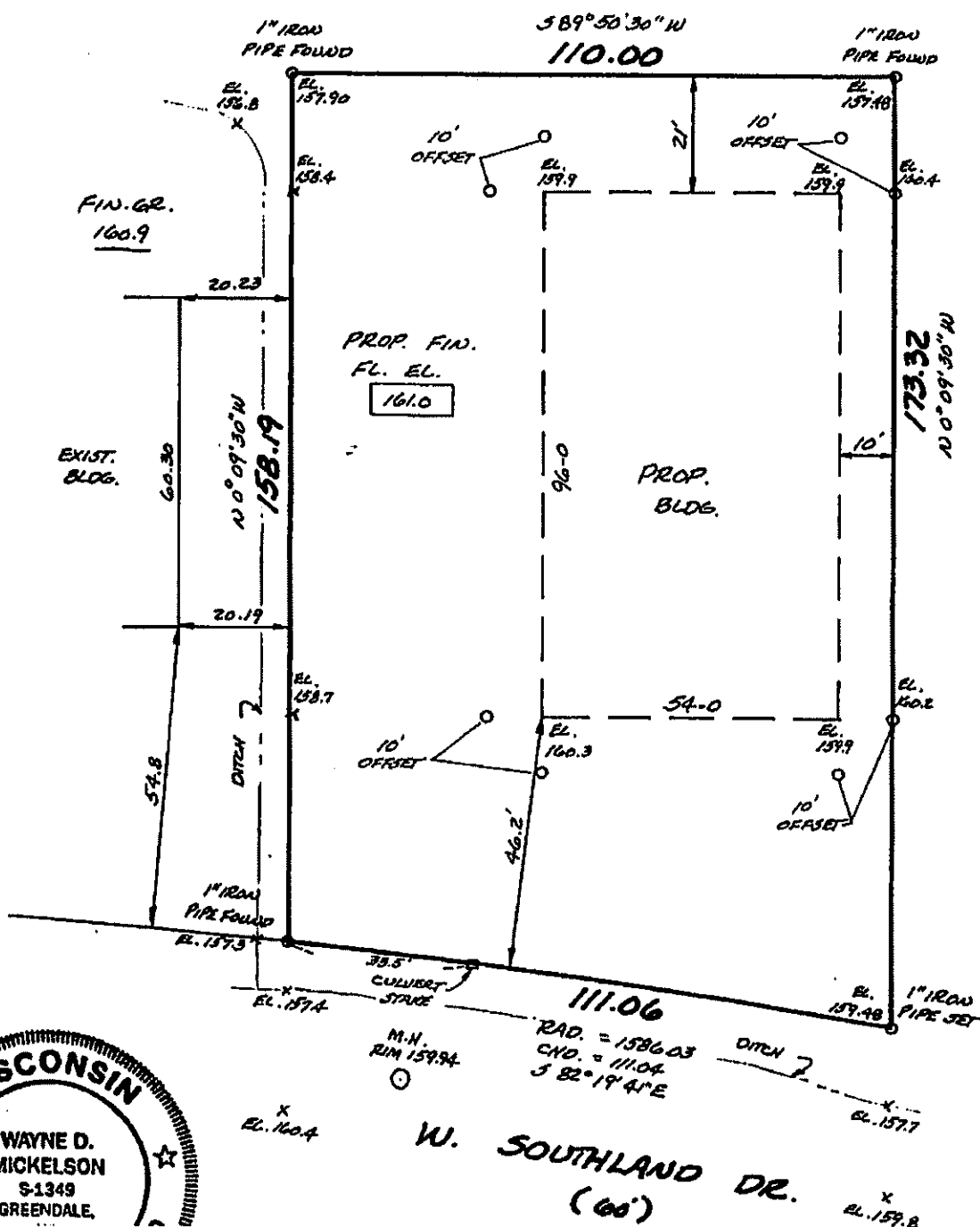
PLAT OF SURVEY

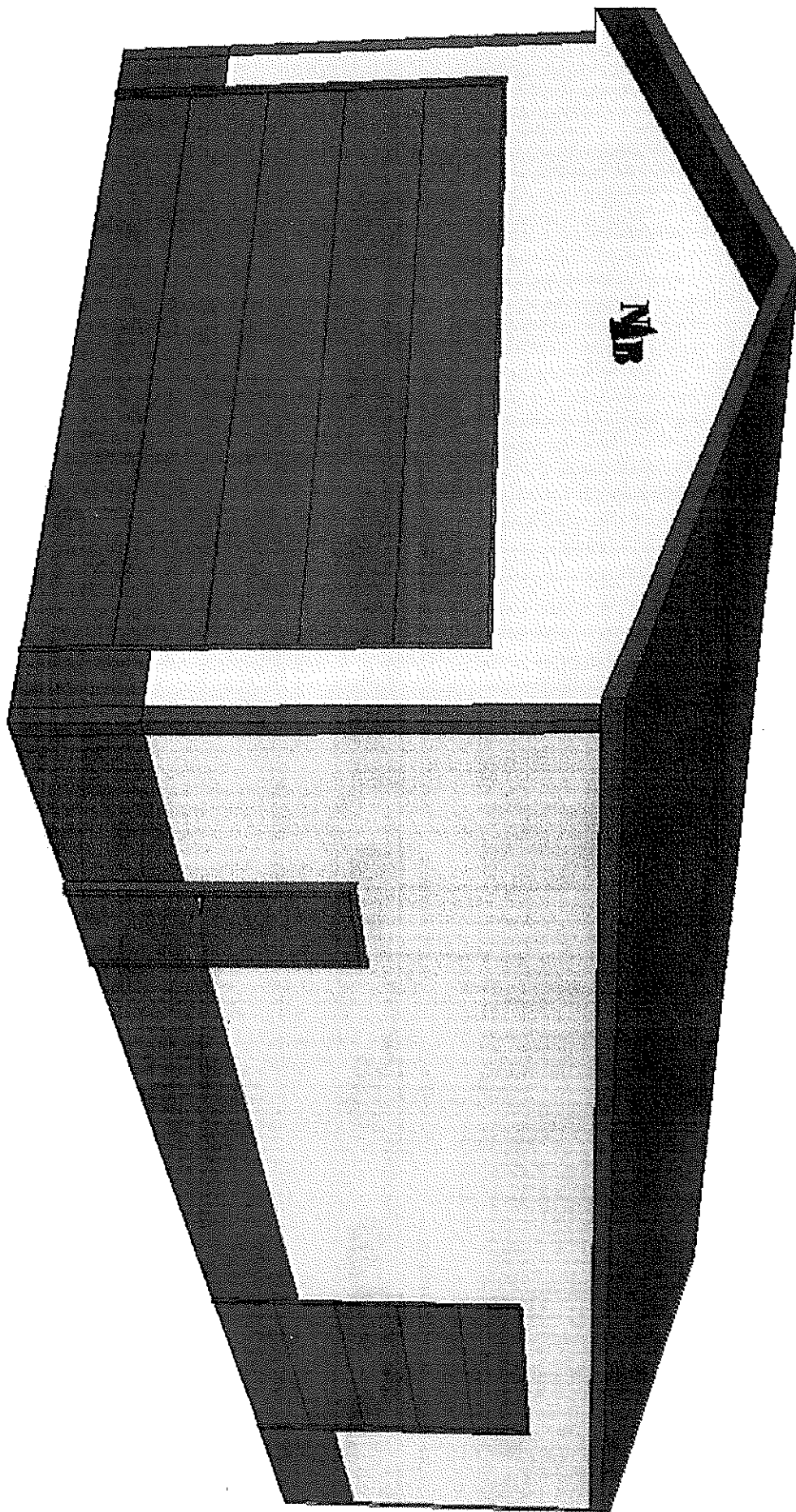
LOCATION: Southland Drive, Franklin, Wisconsin

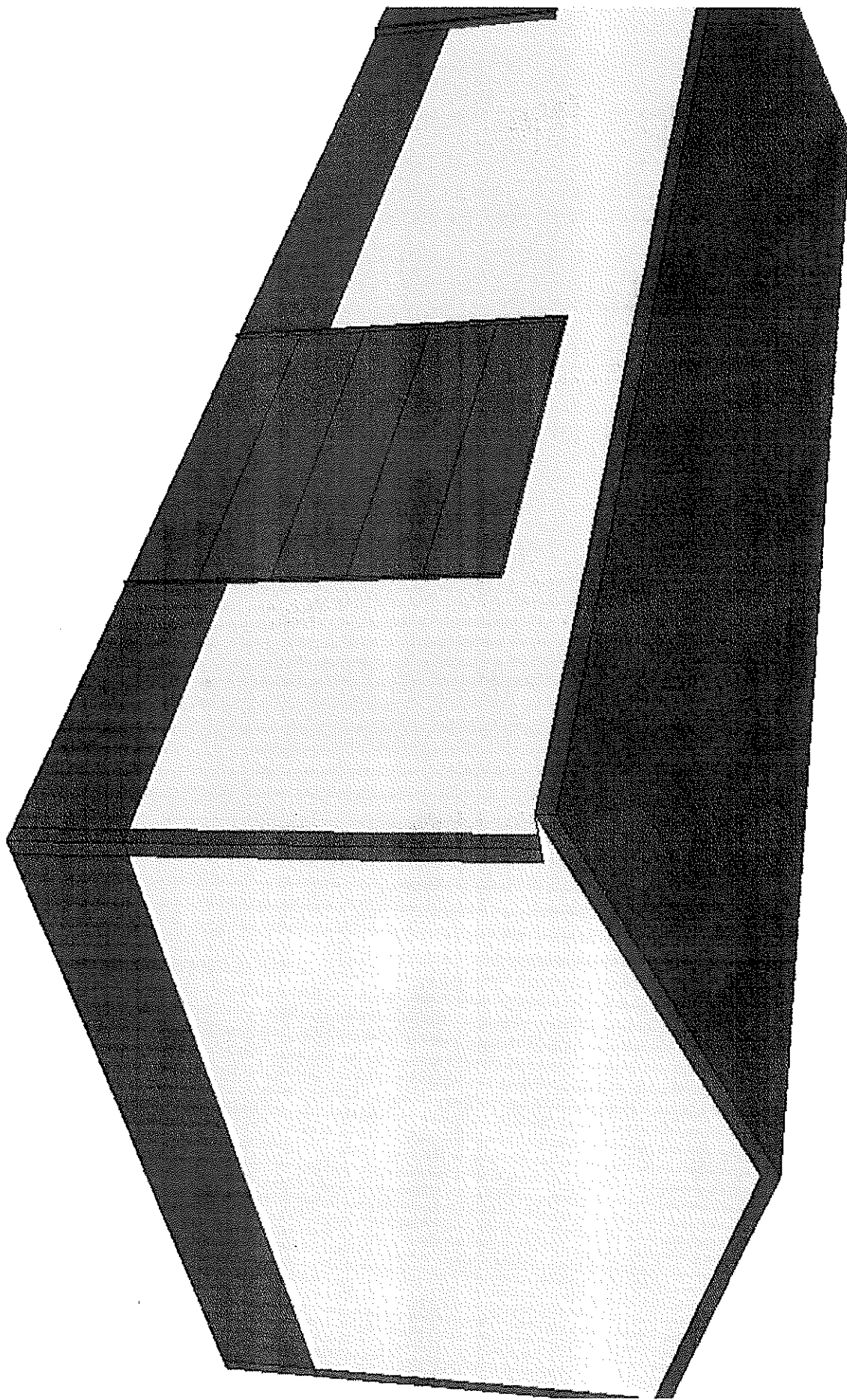
LEGAL DESCRIPTION: Parcel 2 in CERTIFIED SURVEY MAP NO. 5588, being a part of the Southeast 1/4 of the Northeast 1/4 of Section 24, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

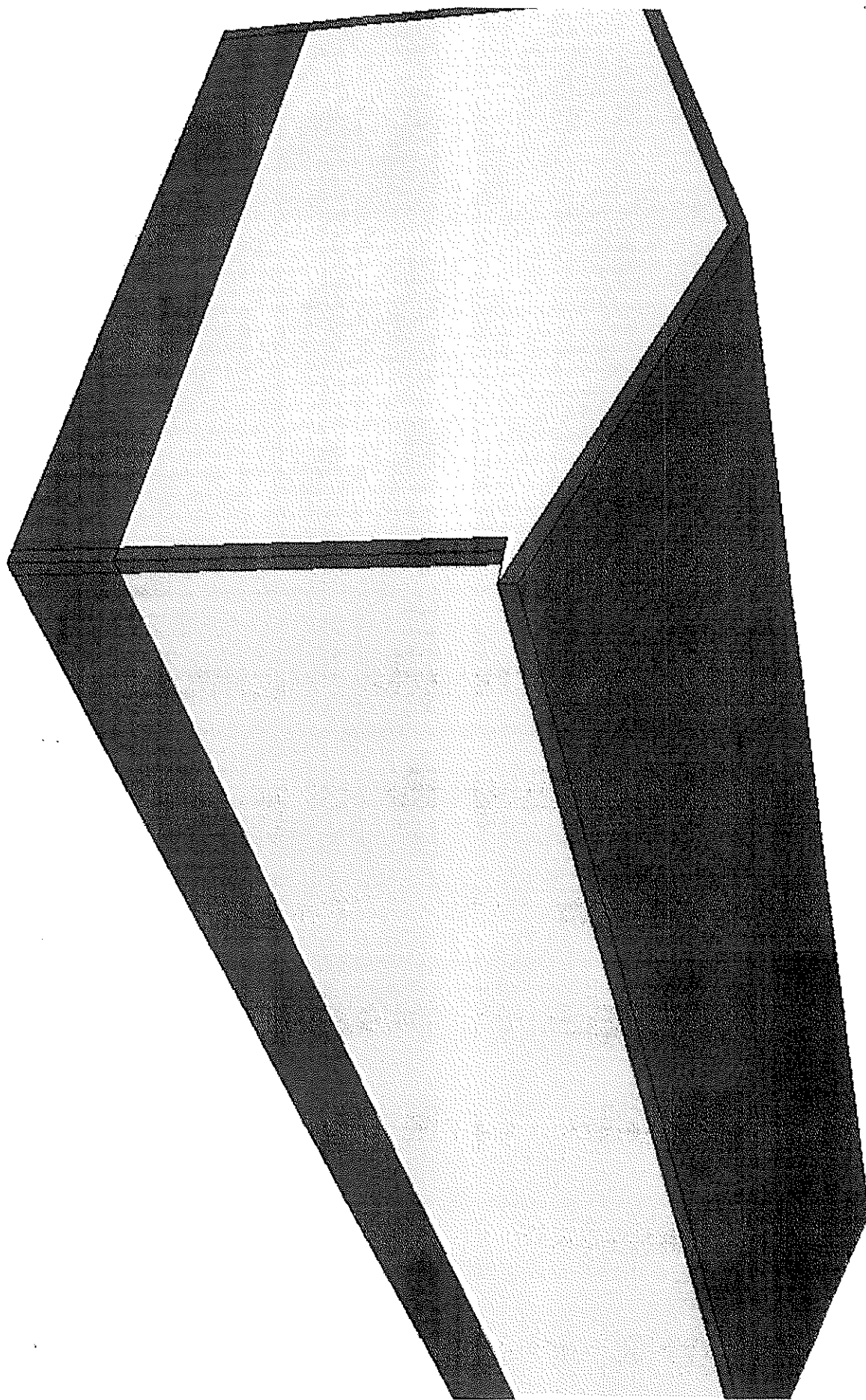
September 8, 1997

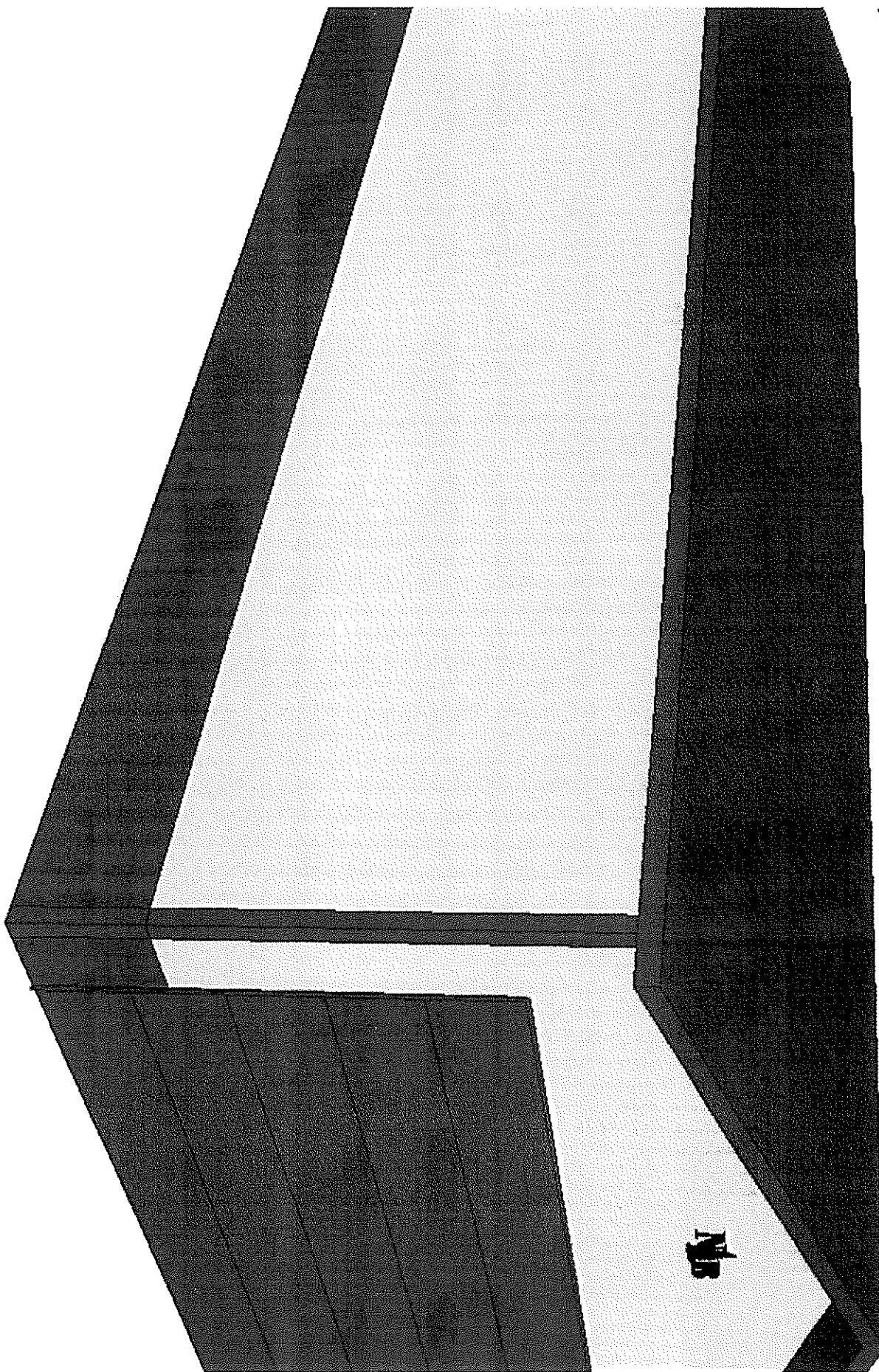
Survey No. 3280-S

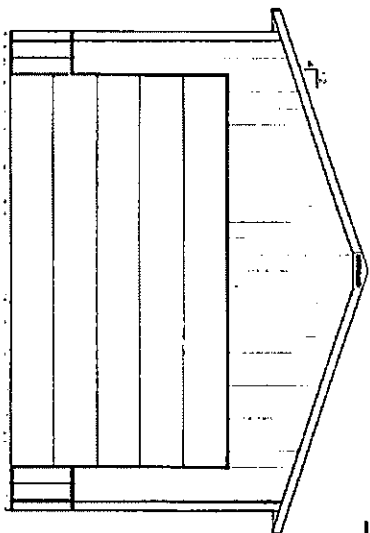




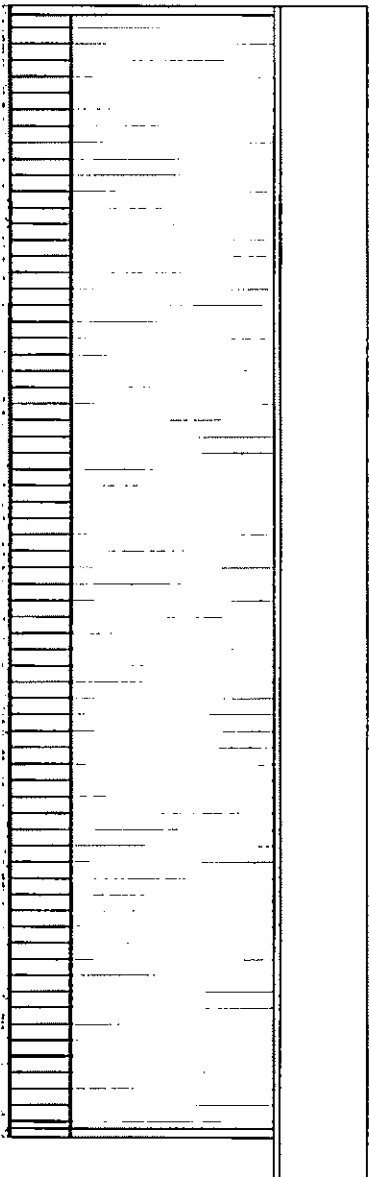
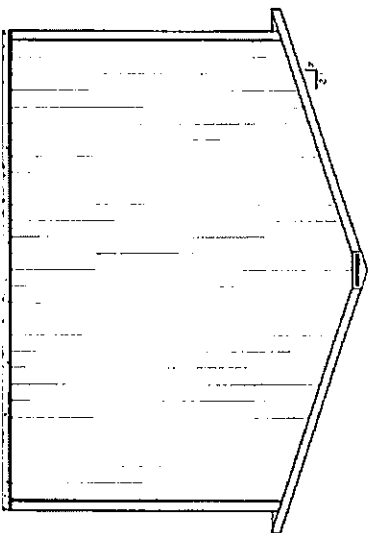
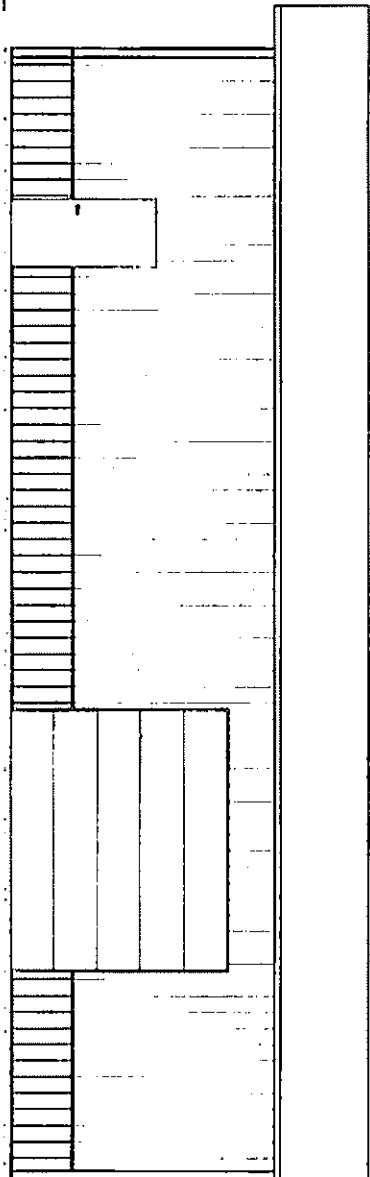








16'-9 1/2"



ELEVATIONS

SCALE: 3/16"=1'-0"



ENGINEERING DEPARTMENT
2894 58th Street
Eau Claire, WI 54703
Fax (715) 874-4213
Office (715) 874-4211

PROJECT: 112
REV: 04/01
1:\MCADD\MISC\PLAN\RECOUNTS\112\ENVELOPE JOHN.DWG

JOHN HOPPE
FRANKLIN, WI

22' x 52' x 11'-6"

REVISION			SCALE		JOB NO.
NO	DATE	DESCRIPTION	BY	AS NOTED	
0					18-301-48
1					
2					
3					
				DATE	
				10/23/18	
				W.C.	
					3 of 3



ENGINEERING DEPARTMENT
 2894 58th Street
 Eau Claire, WI 54703
 Fax (715) 874-4213
 Office (715) 874-4211

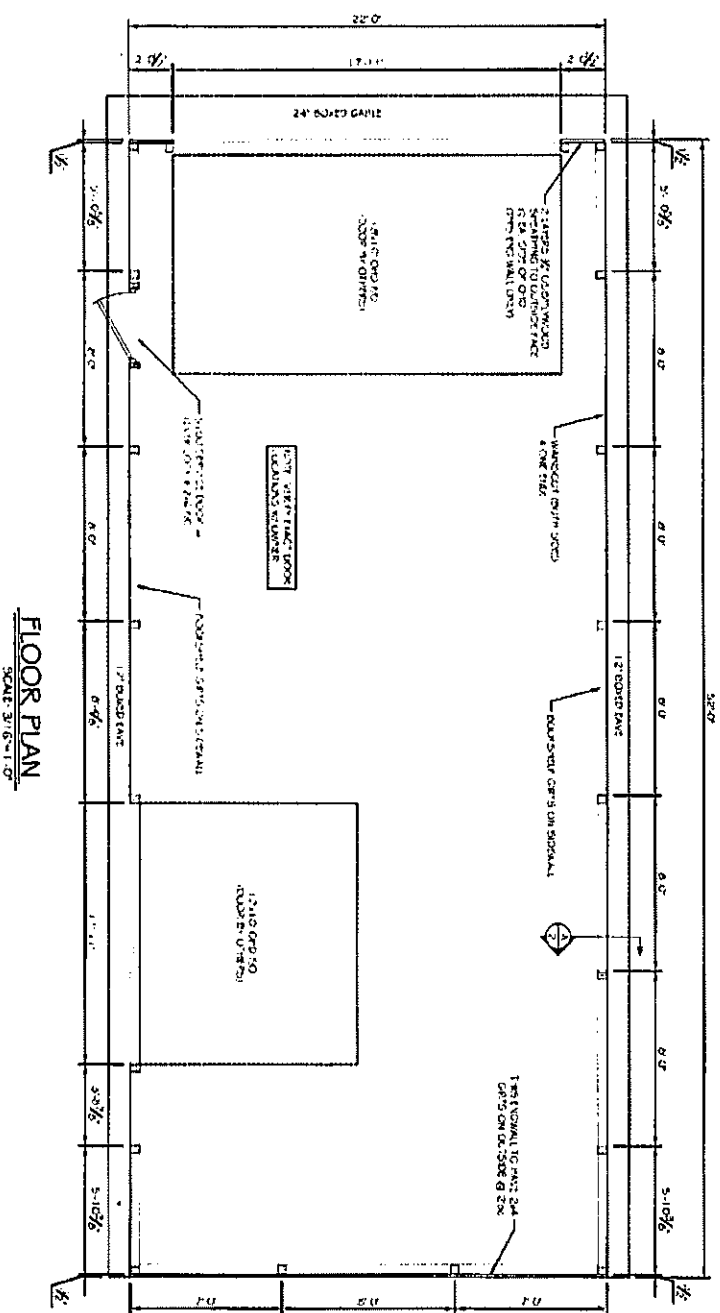
PROJECT TITLE
 PROJECT NO.

JOHN HOPPE
 FRANKLIN, WI

22' x 52' x 11'6"

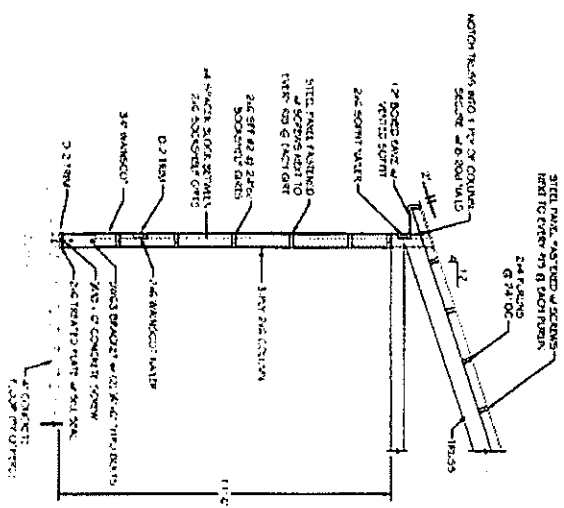
FILE NAME
 I:\CAD\DWG\PLAN\JOHN HOPPE\JOHN.DWG

REVISIONS			SCALE		APP'D.	
NO.	DATE	DESCRIPTION	BY	AS NOTED	DATE	NO.
1						
2						
3						
			DATE	10/23/18		
			SCALE	1/8"=1'-0"		
			PROJECT NO.	18-301-48		
			2 of 3			



FLOOR PLAN
 SCALE 3/16"=1'-0"

A WALL SECTION
 SCALE 1/8"=1'-0"

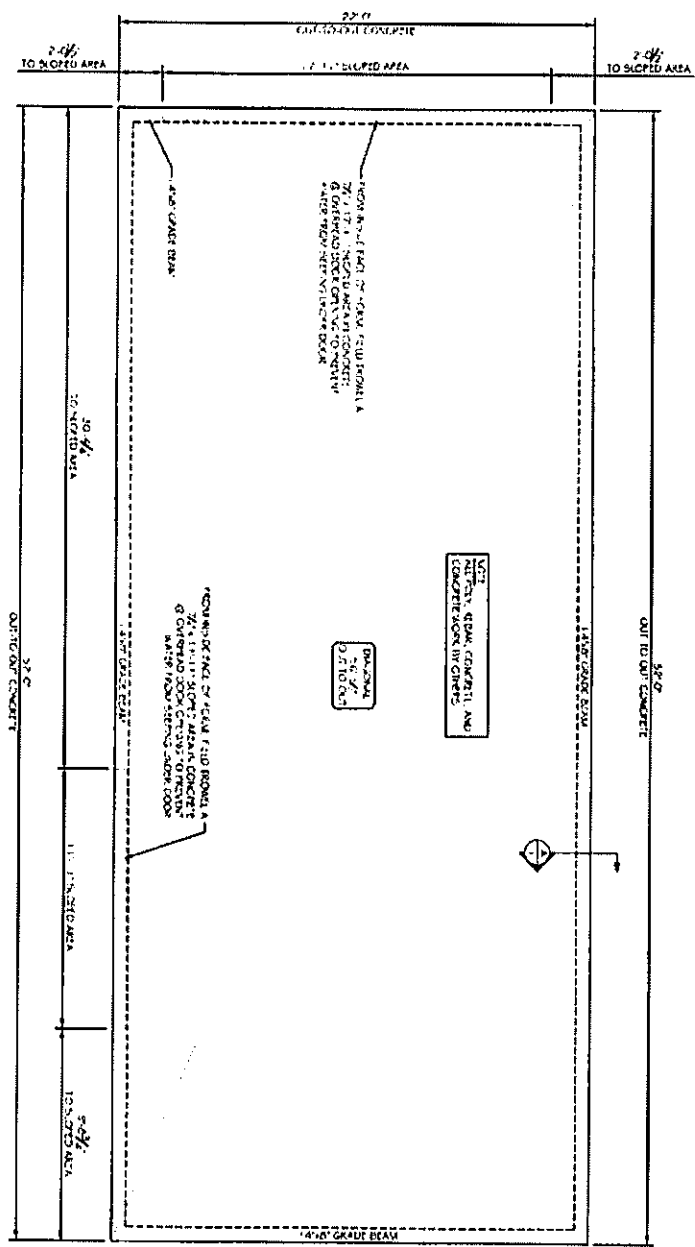




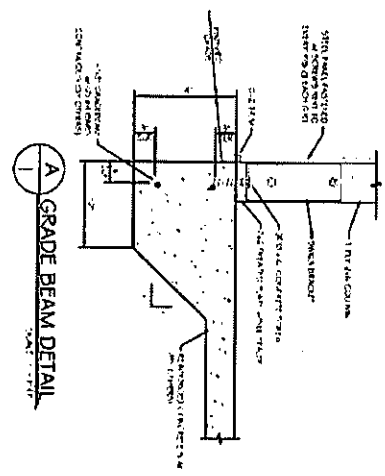
ENGINEERING DEPARTMENT
 2894 58th Street
 Eau Claire, WI 54703
 Fax (715) 874-4213
 Office (715) 874-4211

PROJECT: **JOHN HOPPE**
 FRANKLIN, WI
 22' x 52' x 11'-6"

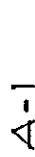
NO	DATE	DESCRIPTION	BY	SCALE	DATE	JOB NO.
0				AS NOTED		18-301-48
1				WLC		
2						
3						
				10/23/16		1 of 3



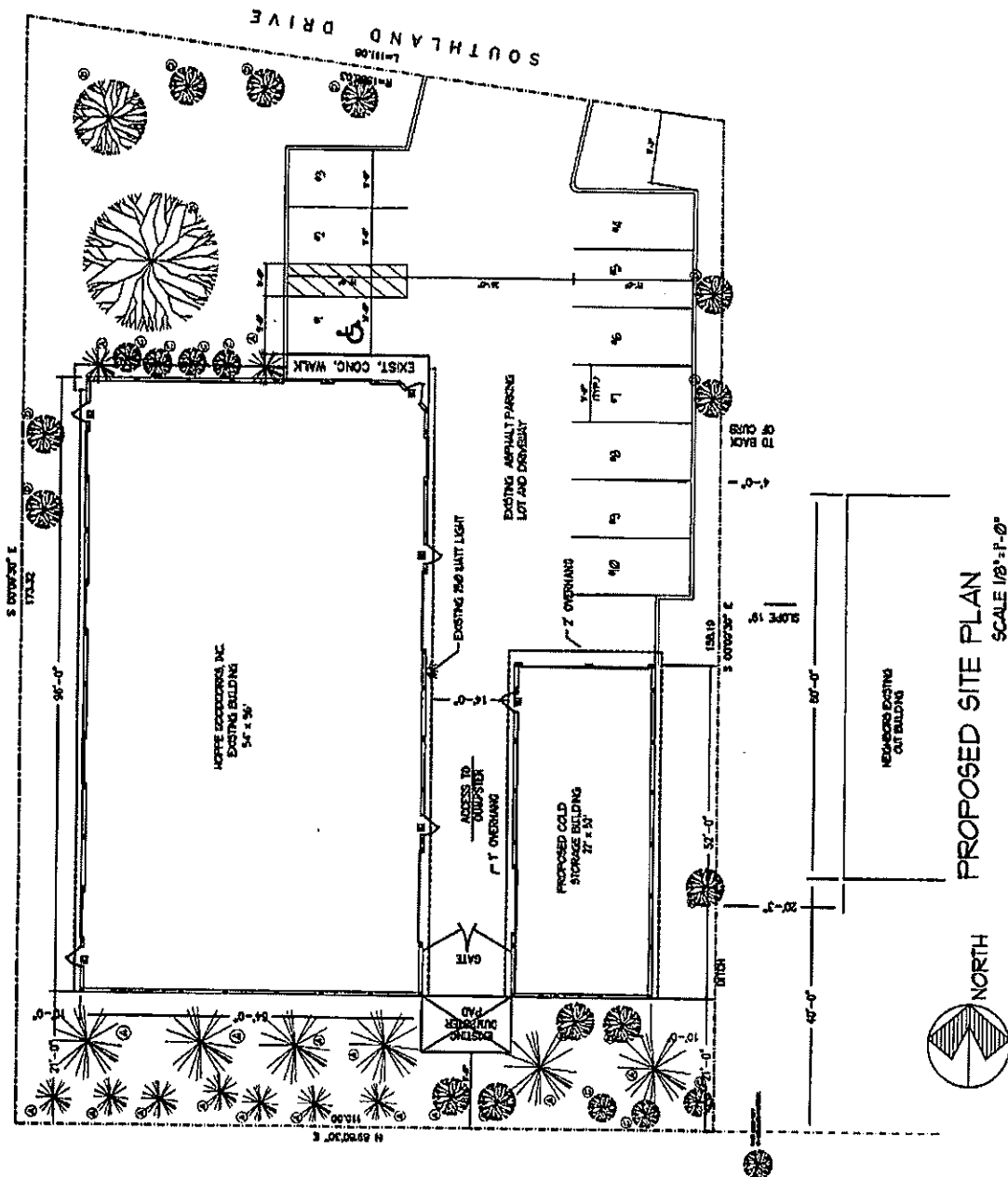
FOUNDATION PLAN
 SCALE: 3/8"=1'-0"



GRADE BEAM DETAIL
 SCALE: 1/4"=1'-0"



TOTAL AREA = 1823.05 SQ.FT.
BUILDING = 516.00 SQ.FT.
PARKING = 506.145 SQ.FT.
GREEN = 6845.60 SQ.FT.
OUT BUILDING = 1140.00 SQ. FT.
2839%
21.79%
3155%
6.21%



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 4, 2018
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF RYANWOOD MANOR SUBDIVISION PHASE I	ITEM NO. <i>G. 8.</i>

BACKGROUND

This item was tabled at the November 5, 2018, Common Council meeting. A revised subdivision development agreement is expected to be presented at the December 4, 2018,

Pursuant to the approval of preliminary plat for Oakwood at Ryan Creek on September 19, 2017, the developer, Oakwood at Ryan Creek, LLC has proceeded with the development. The development is now called Ryanwood Manor and it is necessary to enter into a subdivision development agreement for phase 1 at an estimated cost of \$2,169,559.00.

ANALYSIS

The final plat for Ryanwood Manor Subdivision Phase I is anticipated to come before Common Council before the end of 2018. Approval of this subdivision development agreement is required.

Note that this agreement includes oversizing costs of \$226,590.00 for a water main to be paid from water impact fees and also a partial reimbursement of \$25,285.00 for a trail to be paid from park impact fees.

OPTIONS

It is recommended that the Common Council approve a revised version of the enclosed standard form of the subdivision development agreement with specific items contained in Exhibit "E" attached.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATION

Motion to adopt Resolution No. 2018- _____ a resolution authorizing the Mayor and the City Clerk to sign the subdivision development agreement upon review and acceptance by City Attorney.

Department of Engineering GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION
DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF
RYANWOOD MANOR SUBDIVISION PHASE I

WHEREAS, the Common Council at its regular meeting on September 19, 2017 recommended approval of the subdivision preliminary plat subject to the execution of a Subdivision Development Agreement for Oakwood at Ryan Creek; and

WHEREAS, the development known as Oakwood at Ryan Creek is now known and marketed as Ryanwood Manor; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development of phase 1 of the subdivision known as Ryanwood Manor Subdivision; and

WHEREAS, the developer of the subdivision is willing to proceed with the installation of the improvements provided for in the Subdivision Development Agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Subdivision Development Agreement on behalf of the City with the developer of the subdivision.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2018 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Engineering/GEM

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

RYANWOOD MANOR SUBDIVISION PHASE I

(Formerly known as Oakwood at Ryan Creek)

August 2018

SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)

ARTICLES OF AGREEMENT made and entered into this _____ day of _____ 2018, by and between Oakwood at Ryan Creek LLC, a Wisconsin Corporation, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision") The Subdivision will be called Ryanwood Manor. The previous name was Oakwood at Ryan Creek and moving forward they are one in the same, and for that purpose cause the installation of certain public improvements, hereinafter described in this agreement and the exhibits hereto (the "Improvements"), and

WHEREAS, Sections 236.13(2)(a), 236.13(2)(b) and 236.13(2)(c), Wis. Stats. and Chapter 15-9.0300 of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the Planned Subdivision Development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time, and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties, and

WHEREAS, the City believes that the orderly planned Subdivision of the Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in the Subdivision, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Subdivision is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Subdivider shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Subdivider shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".
4. The full cost of the Improvements will include all labor, equipment, and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is TWO MILLION, ONEHUNDRED SIXTY-NINE THOUSAND, FIVEHUNDRED FIFTY-NINE and 00/100 Dollars as itemized in attached Exhibit "D".

5. To ensure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee" which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$2,169,559.00, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee shall may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5, except as set forth under Paragraph 13 below.

6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13 below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:

- (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
- (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
- (c) Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.

- (d) To the extent necessary to accommodate public utilities easements on the Development easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.
 - (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's obligations under this Paragraph 8, as to any improvement, terminates upon acceptance of that improvement by the City.
 9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.
 10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
 11. Except as otherwise provided in Paragraph 12 below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider,
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors,
 - (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period,
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance, or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.

12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City.
14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14 and has filed certificates thereof with the City:

(1) **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE** - Coverage shall protect the Subdivider and all subcontractors retained by the Subdivider during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Subdivider or by any subcontractor retained by the Subdivider or by anyone directly or indirectly employed by either the Subdivider or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14(a)(1) and Paragraph 14(a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence \$500,000 Aggregate

(2) **COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE** - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence

- (b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.
15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of Sections 236.13(2)(a), 236.13(2)(b), and 236.13(2)(c) Wis. Stats.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Section 21.40 of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Subdivider remains liable hereunder.

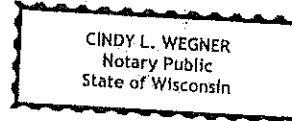
[The remainder of this page is intentionally left blank. Signatures are on the following page.]

WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said parties of the second party have caused these presents to be duly executed by Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: Oakwood at Ryan Creek LLC,
(a Wisconsin Corporation)

By: [Signature]
Name: Steve DeCleene,
[Managing Member]

Party of the First Part



STATE OF WISCONSIN) ss.
Waukesha COUNTY)

Personally came before me this 30th (day) of October, 20 18, the above named Steve DeCleene of Oakwood at Ryan Creek LLC and acknowledged that he executed the foregoing instrument as such officer as the deed of said Oakwood at Ryan Creek LLC by its authority.

or

This instrument was acknowledged before me on 10/30/18 (date) by Cindy L. Wegner (name).

[Signature]
Notary Public, Waukesha County, WI
My commission expires: 8/21/22

CITY OF FRANKLIN

By: _____
Name: Stephan R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____
Name: Sandra L. Wesolowski
Title: City Clerk

Parties of the Second Part

STATE OF WISCONSIN) ss.
MILWAUKEE COUNTY)

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

Notary Public, Milwaukee County, WI
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin

Form approved:

Jesse Wesolowski, City Attorney

INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)

Exhibit A	Legal Description of Subdivision
Exhibit B	General Description of Required Subdivision Improvements
Exhibit C	General Subdivision Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Subdivision Requirements
Exhibit F	Construction Specifications

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EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)

LEGAL DESCRIPTION
OF SUBDIVISION

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)

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

Description of improvements required to be installed to develop OAKWOOD AT RYAN CREEK SUBDIVISION PHASE I.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Subdivision.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(Refer to additional sheets for concise breakdown)

- | | | |
|----|---|----|
| 1. | Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan. | *S |
| 2. | Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and specifications. | *S |
| 3. | Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. | *S |
| 4. | Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area. | *S |
| 5. | Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. | *S |
| 6. | Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area. | *S |
| 7. | Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City. | *S |
| 8. | Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. | *S |
| 9. | Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications. | *S |

- | | | |
|-----|---|--------|
| 10. | Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications. | *S |
| 11. | Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Subdivision as approved by the City. | *S |
| 12. | Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. | (N.A.) |
| 13. | Street trees. | *C |
| 14. | Protective fencing adjacent to pedestrian ways, etc. | (N.A.) |
| 15. | Engineering, planning and administration services as approved. | *S |
| 16. | Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and drainage basin area in accordance with the master drainage plan and/or approved system plan. | *S |
| 17. | Street lighting and appurtenances along the street right-of-way as determined by the City. | *C |
| 18. | Street signs including regulatory signs identifying the Subdivision street in such locations and such size and design as determined by the City. | *C |
| 19. | Title evidence on all conveyances. | *S |

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

- A. The Subdivider shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Subdivision as proposed shall be recorded.

II. LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.
- B. Units
 - 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Zoning Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

III. WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Subdivision shall be served by a water main.
 - 2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.
 - 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.
 - 4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both organizations shall have free and unlimited use of the water.
- B. Construction
 - 1. All construction shall be in accordance with the specifications of the City.
 - 2. Inspection of the work shall be at the Subdivider's expense.
 - 3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Subdivision shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3. a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Development as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.

b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Development as described in Section IV. B. 3(a), above, the City is hereby granted the right to install said extensions within the Development at the expense of the Subdivider. All costs for installing sewer systems outside of the boundaries of the Development shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to §66.62, Wis. Stat. and §14.10 of the Municipal Code.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Subdivision shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open swales, retention basins and absorption ponds as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Subdivider's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of said structures shall be done by an engineer or architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.

2. However, if the Subdivider of the Subdivision will, in the opinion of the City Engineer, cause major problems downstream from the Subdivision which will require special consideration, the Subdivider shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

VI. STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.
2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Subdivision whenever possible except as noted in Exhibit "E".

B. Names

The names of all streets shall be approved by the City Engineer.

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.
2. All streets shall be constructed with 8" of stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed within 14 months of the binder course of asphalt.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Subdivider's contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Subdivider.

3. The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider.

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider until:

- a) The plat is recorded, and
- b) The streets have been provisionally approved by the City.

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:
 - a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Subdivider and the City.
 - b) Side slopes no steeper than 4:1.

- c) Landscaped in accordance with the Special Use Resolution Landscaping Requirements or, in the case of storm sewer, as directed by the City Engineer.

2. Pedestrian

- a) The pedestrian walks shall be paved with asphalt as required and shall be five (10) feet wide.
- b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:

- a) The sanitary and storm sewer and water mains have been installed, tested and approved.
- b) Drainage has been rough graded and approved.
- c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
- e) All Subdivision corners, not lot, monuments have been set.

2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

1. No temporary occupancy permits shall be issued until:

- a) Streets have been paved except for the final lift of asphalt.
- b) The gas, telephone and electrical services have been installed and are in operation.
- c) The water system is installed, tested and approved.
- d) The site is stabilized and all drainage facilities have been re-certified.

IX. DEED RESTRICTIONS

A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this agreement shall be submitted to the City before any permits are issued.

B. The time of completion of improvements.

- 1. The Subdivider shall take all action necessary so as to have all the improvements specified in this agreement installed and approved by the City before two years from the date of this agreement.
- 2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and-one-fourth percent ($2\frac{1}{4}\%$) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent ($1\frac{3}{4}\%$) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00, and one-and-one-fourth percent ($1\frac{1}{4}\%$) of said cost in excess of \$500,000.00. At the demand of the Subdivider or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Subdivider. Evidence of cost shall be in such detail and form as required by the City Engineer.

B. For the services of testing labs, consulting engineers and other personnel, the Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
OAKWOOD AT RYAN CREEK SUBDIVISION PHASE I

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	N/A
Sanitary System	\$476,903.00
Water System	\$795,738.00
Storm Sewer System	\$320,273.00
Paving (including sidewalk)	\$560,403.00
Street Trees (70 trees x \$400/Each)	\$28,000.00
Street Lights (3)@ approximately \$5,000	\$15,000.00
Street Signs	\$2,600.00
Underground Electric, Gas and Telephone	N/A
Retention Basin	N/A
Recapture from City for 16" water main Oversize	(\$226,590.00)
SUBTOTAL	\$1,972,327.00
Engineering/Consulting Services	N/A
Municipal Services (7% of Subtotal)	N/A
Contingency Fund (10% of Subtotal)	\$197,232.00
TOTAL:	\$2,169,559.00

Total: Two Million, One Hundred Sixty-Nine Thousand, Five Hundred Fifty-Nine /100 Dollars.

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

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
RYANWOOD MANOR SUBDIVISION PHASE I
(FKA Oakwood at Ryan Creek)

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider agrees that it shall pay to the City of Franklin the street light installation and underground wiring costs as determined by the WE Energies of non-standard LED oval lights.
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in section 15-8.0204 a-f of the UDO.
3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in section 15-8.0203H 1-5 of the UDO.
4. The Subdivider agrees to pay the City for street trees planted by the City on South Creekview Ct., West Schwietzer Street, South Ryan Creek Ct. and South Woodside Ct. at the rate of \$400 per tree with a planting distance between trees of 75 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
9. The Subdivider shall preserve the environment features as shown on the natural resource plan and shall install an orange snow fence and silt fence around the environment prior to land disturbing.
10. The Subdivider shall install a 16-inch diameter water main on private lands from the existing water main located in the Park Circle Development and through portions of the Subdivision. The City shall reimburse to the Subdivider the cost of the oversize portion of the installation in the amount of \$226,590.00 payable in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer. The City also agrees to enter into an agreement with the Subdivider which may reimburse to the Subdivider the cost of the non-oversize portion of the installation based upon the collection of the pro-rated cost for such abutting property owners that connect to the water main on Private land or any oversized water main installed by the Subdivider. The pro-ration shall be upon a front foot basis. Such non-oversize cost reimbursement shall only be made by the City to the

11. Subdivider upon the City's receipt of such pro-rated costs from an abutting property owner within ten years from the final acceptance of the installation by the City Engineer. Such non-oversize cost reimbursement shall not include interest, shall not be made after the expiration of the aforesaid fifteen years and shall in no way be guaranteed by or be an obligation of the City other than to pay to the Subdivider such pro-rated costs if received as aforesaid.
12. City shall reimburse the developer 62% of paved trail cost. Total trail cost is \$40,783.50. Total reimbursement amount is \$25,285.00 and shall be paid to developer in a onetime payment.
13. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
14. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association.
15. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the UDO, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance of the receiving association (i.e. HOA).
16. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing detention basin and landscaping and entryways. Said document shall be recording after approval by the City Attorney.
17. Construction Requirements:
 - a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from 76th street.
18. The Subdivider shall provide for the connection to the existing 76th street and install any necessary curb and gutter and pavement.

F-19
EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
OAKWOOD AT RYAN CREEK SUBDIVISION PHASE I

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets:	
Construction	CITY OF FRANKLIN
Materials	
Asphalt	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

Approval <i>slw</i>	Council Action Sheet	MEETING DATE 12/04/2018
REPORTS & RECOMMENDATIONS	Authorize staff to contract Ehlers, Inc. for up to \$17,000 to conduct additional pro forma review and financial analysis of potential changes to Tax Increment District No. 5 a district associated with the Ballpark Commons development	ITEM NUMBER <i>B.9.</i>
<p>Common Council approved the Project Plan for Ballpark Commons on September 6, 2017 and approved the developer's agreement on February 6, 2018. Ballpark Commons developer Roc Ventures has requested an amendment to the TIF #5 boundary to accommodate additional land acquisition and development that is anticipated to increase total increment for this sports anchored, mixed-use development.</p> <p>Roc Ventures has also requested an increase in City funds of \$5M+ based on increases in unforeseen development expenses. Roc Ventures forecasts that the additional costs would be covered with the additional anticipated increment created with new development that was not in the original project plan but would be included in the amended boundary.</p> <p>Staff requests authorization to re-contract the City's financial consultant, Ehlers, Inc., to update the financial analysis (\$5,900) for the project based on the newly available information to evaluate the need for any anticipated increase in development incentive and to amend TIF #5 to amend the boundary. For the Tax Increment Financing Services portion of the contract, this would include only a "Phase 1 – Feasibility Analysis" for a potential amendment to TID No. 5 Project Plan. Upon completion, the revised Feasibility Analysis will be presented to the Common Council for review. If the analysis determines that a full Project Plan amendment is necessary, authorization to further contract Ehlers for assistance in Phases II and III will be sought at that time.</p> <p>2019 funding is available in TID #5 for the total authorized amount of \$17,000 from funds budgeted in Other Professional Services and Development Incentive/Grant.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Authorize staff to contract Ehlers, Inc. for up to \$17,000 to conduct additional financial analysis of potential changes to Tax Increment District No. 5, a district associated with the Ballpark Commons development proposal</p>		

RESOLUTION NO. 2018-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH
EHLERS & ASSOCIATES, INC. FOR TAX INCREMENTAL DISTRICT SERVICES AND
AMENDMENT PROFESSIONAL SERVICES

WHEREAS, the Common Council has created TID #5 and entered into a developers agreement with Roc Ventures to support the commercial and mixed-use development collectively known as Ballpark Commons; and

WHEREAS, Roc Ventures has requested that the City expand the boundaries of TID #5 to support additional development opportunities that will create additional increment; and

WHEREAS, Roc Ventures has incurred and continues to incur additional unanticipated costs related to unforeseen site preparation and remediation expenses and additional proposed development and has requested City assistance of \$5M+ to help cover those costs; and

WHEREAS, Ehlers & Associates, Inc. has provided a three-phase proposal that includes a feasibility analysis of the project based on the requests for additional funds, and boundary amendment and state submittal; and

WHEREAS, the Common Council upon the recommendation of City staff having reviewed such proposed agreement for professional consulting services and having found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement to Provide Tax Incremental Financing Services with Ehlers & Associates, Inc., in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a meeting of the Common Council of the City of Franklin this 4th day of December, 2018.

Passed and adopted at a meeting of the Common Council of the City of Franklin this 4th day of December, 2018.

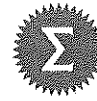
APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____



EHLERS
LEADERS IN PUBLIC FINANCE

November 28, 2018

Calli Berg, Director of Economic Development
Paul Rotzenberg, Director of Finance & Treasurer
City of Franklin, Wisconsin
9229 W Loomis Rd
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for 2019 TID 5
Project Plan and Boundary Amendment ("Project" Pursuant to MSRB Rule G-42)

Dear Calli and Paul:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers

Dawn Gunderson-Schiel, CPFO, CIPMA
Senior Municipal Advisor/Vice President

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).



Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B

Tax Incremental Financing Services

Scope of Service

Client has requested that Ehlers assist Client with Project Plan and Boundary Amendment to Tax Incremental District No. 5 ("Project"). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client's objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client's objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the "but for" test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation).
 - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
 - A draft time table for the Project.
 - Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
 - When warranted, evaluate and compare options with respect to boundaries, project costs and development levels.

- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements, and will provide documentation and notices as indicated.

¹If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district.

Meeting	Ehlers Responsibility	Client Responsibility
Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p> <p>Designate Client Joint Review Board representative.</p> <p>Identify and recommend Public Joint Review Board representative for appointment.</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client's designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p>
Plan Commission Public Hearing	<p>For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters.</p> <p>Attend hearing to present draft Project Plan.</p>	<p>Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation).</p> <p>Prepare meeting minutes.</p>
Plan Commission	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for Plan Commission consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Distribute Project Plan & resolution to Plan Commission members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Governing Body Action	<p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for governing body consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Provide Project Plan & resolution to governing body members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Joint Review Board Action	<p>Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions.</p> <p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present final Project Plan.</p> <p>Provide approval resolution for Joint Review Board consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes.</p>

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client's staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board, and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

Compensation

In return for the services set forth in the "Scope of Service," Client agrees to compensate Ehlers as follows:

Phase I	\$ 5,900
Phase II	\$ 7,500
Phase III	\$ 1,600
Total	\$ 15,000

- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase's completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition	\$1,000
Amendment Packet with Territory Subtraction	\$1,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

A G R E E M E N T

This AGREEMENT, made and entered into this ____ day of December, 2018, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N21 W23350 Ridgeview Parkway West, Suite 100, Waukesha, Wisconsin, 53188.

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 financial services;

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for tax incremental financing services and Ballpark Commons developer pro forma review as described in CONTRACTOR's proposals to CLIENT dated November 28, 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 combined not-to-exceed budget of \$15,000, 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 \$15,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Director of Economic Development, Calli Berg, 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, Director of Economic Development, Calli Berg 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 | \$1,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage | \$1,000,000 |
| C. Excess Liability for General Commercial or Automobile Liability | \$1,000,000 |
| 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 August 18, 2017.

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. 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

EHLERS, INC.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 4, 2018
REPORTS & RECOMMENDATIONS	Request to Approve Formal Communication of Intent to Create Tax Increment District #4 Overlay in the Area bounded by S. Oakwood Road, S. 27 th Street, and W. South County Line Road	ITEM NUMBER <i>G.10.</i>

Area D is the intended future Franklin Corporate Park located in Tax Increment District (TID) #4, bounded by S. Oakwood Road, S. 27th Street, and W. South County Line Road. The deadline for TID expenditures is June 5, 2020, so time is of the essence to attract business development to the site. When information about Area D is shared with developers and prospective businesses, there are questions about the status of the current TID and whether the City will consider creating a new TID (overlay) that encompasses Area D. Staff has addressed these questions in the affirmative, but this has not been formalized. Recently a broker requested that we provide this in writing for one of their business prospects and it would be good to have a marketing piece indicating the City's willingness to create a new TID along with a property flyer (to be drafted) that we can use with all developers and prospects. Because the communication would indicate future policy the Mayor requests approval prior to distribution.

COUNCIL ACTION REQUESTED

The Economic Development Director and Mayor recommend authorizing the Mayor to craft a final document based on the attached draft for use in attracting developers and businesses to the future Franklin Corporate Park.

Economic Development Department - CB



City of Franklin

500+ Acres Ready for Franklin Future Corporate Park

The City of Franklin has long planned to provide an excellent development potential in a corporate business park on approximately 500 total acres in the southeast corner of our city at 27th Street and Oakwood Road to build on our extremely successful Franklin Business Park.

The site has excellent visibility and access to I94. Eight minutes to Mitchell International Airport, fifteen minutes to downtown Milwaukee and fifteen minutes to the Foxconn development. The land is predominately flat and the city has recently mapped all protected natural resources.

Engineering for installation of public utilities and major roadways is nearing completion with the city set to expend approximately \$9,000,000 on infrastructure to support new corporate and industrial development in the area.

The development is currently served within a TID district (Franklin TID #4) with limited time remaining for expenditures (\$9,000,000). **Franklin plans to expend the remaining fund balance putting key infrastructure in place prior to the closing of the TID in 2020. The city plans to put into place a NEW TID overlay district** to complete the installation of the infrastructure and potentially provide development incentives as provided by state law. It is important to note that the Franklin Common Council has yet to formally act on creation of a new district but has on several occasions directed work be done in furtherance of the development of this area with city participation.

The City of Franklin is known as a developer friendly, business friendly community, home to the most successful business park development in the state. We look forward to substantive discussion and partnership on development of the area.

Please contact Calli Berg, Director of Economic Development (cberg@franklinwi.gov, 414-427-7566) or me (solson@franklinwi.gov, 414-427-7529) to arrange a tour and meeting to discuss the largest available developable parcel in Milwaukee County.

Stephen R. Olson
Mayor

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 4, 2018
Reports & Recommendations	REQUEST TO SEND LETTER TO AVIAN AT TUCKAWAY CONDOMINIUMS REGARDING UNCONTROLLED INTERSECTIONS ON PRIVATE ROADS	ITEM NO. <i>G.11.</i>

BACKGROUND

Avian at Tuckaway Condominiums is a development located north of W. Puetz Road, east and west of S. Avian Way, and south of W. Foxhaven Court. The development includes the private roads of W. Greyhawk Lane and W. Greyhawk Court. During an investigation for a stop sign request at the intersection of S. Avian Way and W. Foxhaven Court, Staff observed the uncontrolled intersection (no stop or yield signs) for the intersection of S. Avian Way (public road) and W. Greyhawk Lane / W. Greyhawk Court (private roads). In Staff's opinion, this public/private road intersection would have intersection control if all connecting roads were public. A review of other private roads indicate that almost all have intersection control when they connect to a public road.

The Board of Public Works (BOPW) considered and denied the request for a new stop sign at S. Avian Way and W. Foxhaven Court. However, they continued the discussion regarding the intersection of S. Avian Way and W. Greyhawk Lane / W. Greyhawk Court.

Staff contacted the president of Avian at Tuckaway Condominiums requesting that the association install stop signs. The president noted that the requirement was not included in the 2004 developers agreement and stated that they would install signs only if the City supplied and maintained them. Staff then installed temporary stop signs until the matter could be resolved.

ANALYSIS

The State of Wisconsin does allow uncontrolled intersections and likewise the City of Milwaukee does have some. Staff contacted Milwaukee regarding their uncontrolled intersections and learned that their uncontrolled intersections are gradually being eliminated. Generally, the uncontrolled intersections remain if they are 3-way intersections and one leg is a short stub that is primarily used for parking. When the Avian at Tuckaway Condominiums situation was discussed, Milwaukee staff said that when similar situations are found, they typically just call the private owner to tell them that an intersection doesn't comply with the MUTCD and the private entity has always put up a sign, but they would write a letter if needed.

The Manual on Uniform Traffic Control Devices (MUTCD) starting with the 2009 edition made an emphasis to include "private roads open to public travel" subject to the same standards as public roads. It should be noted that the MUTCD is a comprehensive guidance document for the design of traffic and transportation facilities and technically not a regulatory statute or ordinance. So in this instance, the MUTCD should be referenced on where to locate stop signs, and the state statutes and municipal codes are in place to regulate the observance of stop signs. The Police Department does not enforce the observance of private stop signs interior to a development. As such, private stop signs or yield signs are not included in the Municipal Code 245-3 (B) Stops Required.

Per Franklin Municipal Code 245-3(C) "*Private Drives, etc. all vehicular traffic exiting from a private drive, alley, or parking lot shall stop before entering or crossing any local street or highway in the City.*" Note that outside of the word "*etc.*," the Code does not specifically address a private road or street. Staff seeks guidance from Common Council if a change to the Municipal Code is desired.

Since this situation is precedent-setting for Franklin, the BOPW is recommending to Common Council that a letter be sent to the condo association telling them that they may be liable for any issues and then removing temporary signs that we placed. If such a letter is sent, Staff will send out similar letters if any other similar locations are found. The Franklin Police Department has reviewed the draft letter and has no objections.

Staff has drafted the enclosed letter for Common Council's consideration.

OPTIONS

- A. Instruct Staff to send a letter to Avian at Tuckaway Condominiums, and others if applicable, stating that they may/may not be liable for the uncontrolled intersections.
- B. Instruct Staff to discuss with BOPW the merits of expanding Municipal Code 245-3(C) to include private roads.
- C. Refer back to Staff with further direction.

FISCAL NOTE

This issue does not impact City operating budgets.

RECOMMENDATION

(Options A and B) Instruct Staff to send a letter to Avian at Tuckaway Condominiums, and other developers with similar circumstances, if applicable, stating that they may/may not be liable for the uncontrolled intersections on private roads. Also have Board of Public Works discuss merits of expanding Municipal Code 245-3(C) to include private roads.

Engineering: GEM

DRAFT December 5, 2018

Mr. Sid Hatch, President
Avian at Tuckaway Condominium Association
6826 W. Greyhawk Court
Franklin, WI 53132

RE: Uncontrolled intersections on W. Greyhawk Lane and W. Greyhawk Court

Mr. Hatch,

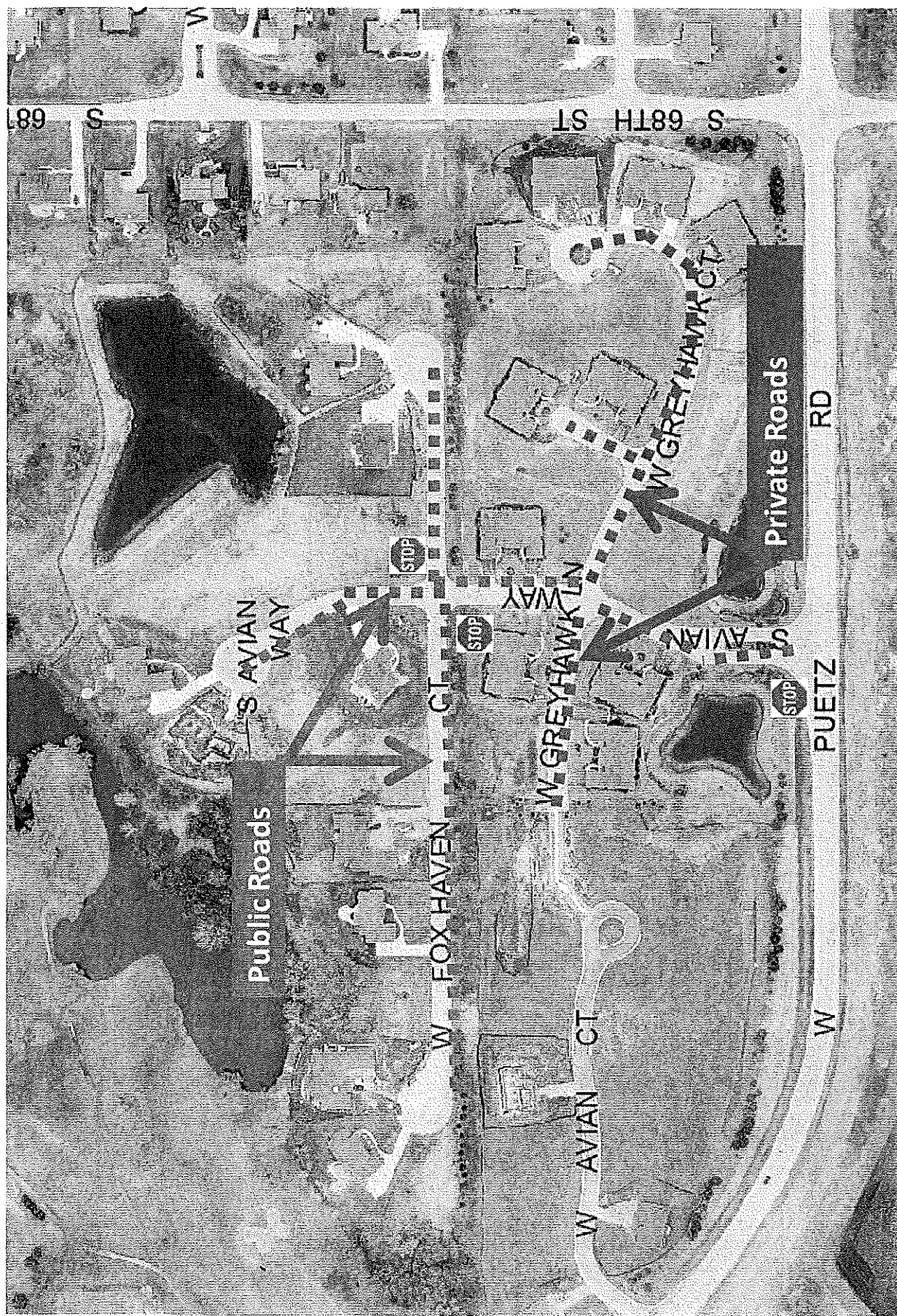
Please be advised that the private roads of W. Greyhawk Lane and W. Greyhawk Court do not appear to be in compliance with the Manual of Uniform Traffic Control Devices – 2009 (MUTCD). MUTCD 2B.04 guidance for intersection control states that *“yield or stop signs should be used at an intersection if ... an intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law.”*

Note that the MUTCD is applicable for both public and private roads open to public travel. As such, the Board of Public Works wishes to advise you that you may/may not be liable for any non-compliant MUTCD guidelines. As previously discussed, the City has placed temporary stop signs for your roads. Please be advised that these signs will be removed on or after January 1, 2019.

You are free to contact me at (424) 425-7510 should you have any questions.

Sincerely,

Glen E. Morrow, PE (WI, IL, IN & MO)
City Engineer / Director of Public Works / Utility Manager



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 4, 2018
Reports & Recommendations	REQUEST TO BID CONSTRUCTION PROJECT FOR LED STREET LIGHTS	ITEM NO. <i>G.12.</i>

BACKGROUND

Pursuant to Municipal Code section 19.11, Common Council must authorize the solicitation of bids for public construction that exceeds \$25,000.

For the past few years, Staff has been earnestly working on efforts to reduce energy costs. One area of emphasis has been conversion of high pressure sodium (HPS) street lights to light emitting diodes (LED) lights. At the end of each year, Staff has utilized unspent street light repair funds to purchase LED fixtures and replace HPS fixtures as staff time allows. Some Franklin field tests have shown that the energy consumption drops by approximately 90%. Staff has already converted approximately 1,200 lights and there are still 400-500 fixtures that need conversion.

Through connections at the recent Franklin Business Appreciation dinner, staff connected with a Franklin Business Park company that is a wholesale supplier of LED lights. Discussion with the Franklin company has spawned an idea to advertise for public works the replacement of all fixtures in one project. Initial payment for the project would only be a portion of the entire cost and the remainder of the costs could be reimbursed to the contractor over a period of a few years knowing that there would be offsetting expenditures for the energy bills.

In addition, staff connected with Focus on Energy at some recent conferences. It appears that conversion of Franklin street lights would be eligible for immediate and partial rebates after the new fixtures are installed.

Staff is working through the details for the bidding specifications, scope and funding considerations. The bid may possibly include deducts for assistance with DPW staff and equipment, such as bucket truck and traffic control. It is anticipated that the project will appear before the Board of Public Works for review, comment, and recommendation before bidding. Staff is seeking to advertise for bids in January or February 2019. Assuredly, the total costs for the project will exceed the \$25,000 threshold.

ANALYSIS

Not applicable at this time.

OPTIONS

- A. Authorize staff to prepare a LED Street Light project and bid said project returning to Common Council to award bid. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

The Franklin-owned lights under consideration are fed by eight WE Energies meters. Five years of data indicate an average annual cost of over \$40,000 using over 350,000 kWh. Conversion to LED fixtures are preliminarily estimated to save approximately \$30,000 per year. Available rebates are expected to be approximately \$23,000.

RECOMMENDATION

(Option A) Authorize staff to prepare a LED Street Light project and bid said project returning to Common Council to award bid.
Engineering Department: GEM

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