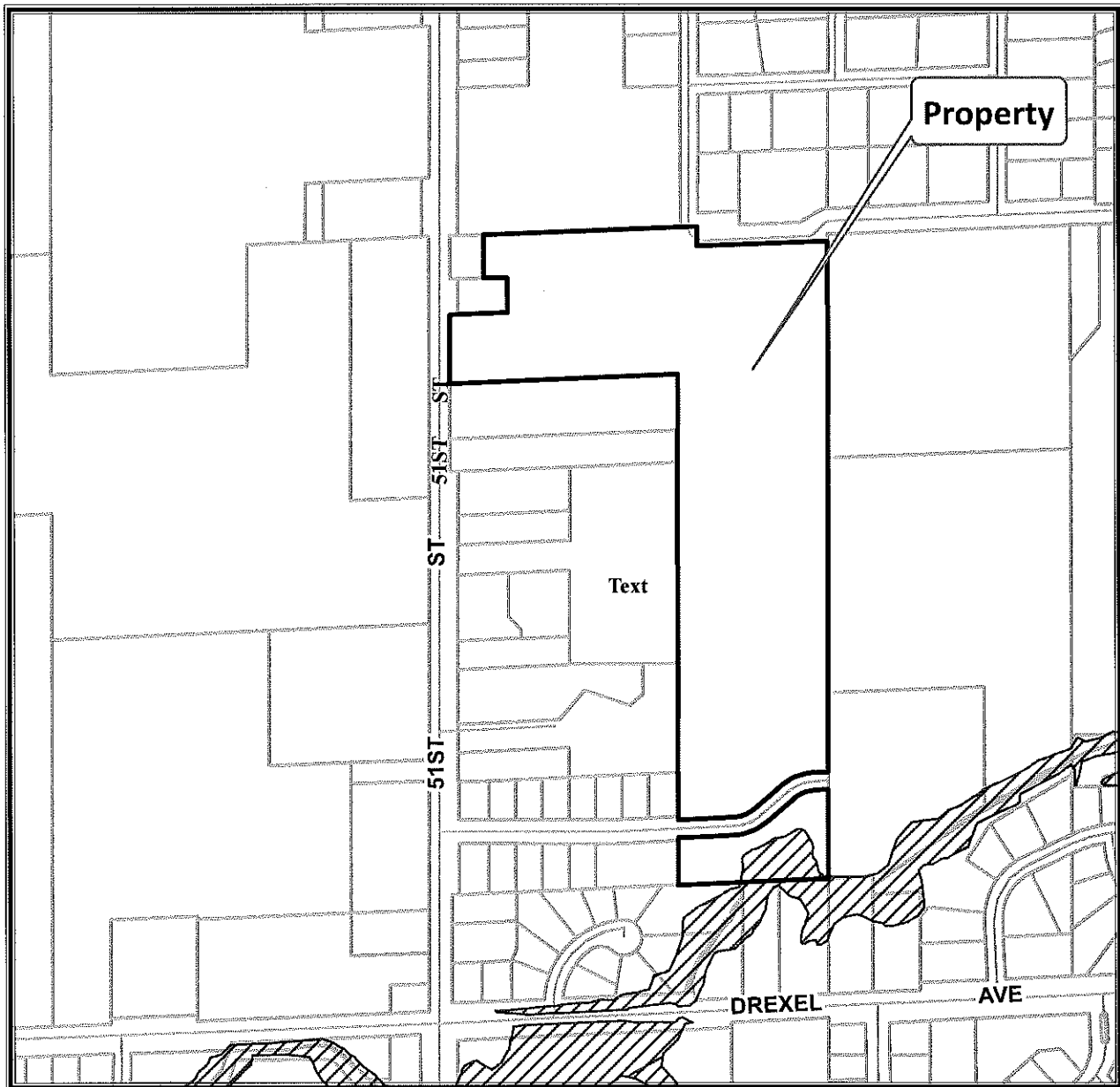


<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>01/23/18</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR EVERGREEN PARK ESTATES SUBDIVISION (AT APPROXIMATELY 7501 SOUTH 49TH STREET) (RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC., APPLICANT)</b>	<b>ITEM NUMBER</b> <i>G. 5.</i>
<p>At its January 18, 2018 meeting the Plan Commission recommended approval of a resolution conditionally approving a Preliminary Plat for Evergreen Park Estates Subdivision (at approximately 7501 South 49<sup>th</sup> Street) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to approve Resolution 2018-_____, conditionally approving a Preliminary Plat for Evergreen Park Estates Subdivision (at approximately 7501 South 49th Street) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).</p>		



7501 S. 49th Street  
TKN: 788 9981 001



Planning Department  
(414) 425-4024

0 325 650 1,300 Feet

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



2017 Aerial Photo

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

A RESOLUTION CONDITIONALLY APPROVING A  
PRELIMINARY PLAT FOR EVERGREEN PARK ESTATES SUBDIVISION  
(AT APPROXIMATELY 7501 SOUTH 49TH STREET)  
(RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC., APPLICANT)

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WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a preliminary plat for Evergreen Park Estates Subdivision, such plat being unplatted lands lying within and being a part of the Southwest 1/4 and Northwest 1/4 of the Southeast 1/4 of Section 11, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at approximately 7501 South 49th Street [the Preliminary Plat includes four lots north of West Evergreen Street (Lots 1, 2, 3, and 5) and one lot south of West Evergreen Street (Lot 4) (lot sizes range in size from 30,108 square feet to 43,504 square feet), and three outlots, which are reserved for future single-family residential lots, future storm water management facilities and/or consist of protected natural resource features], bearing Tax Key No. 788-9981-001, Rick J. Przybyla, President of Creative Homes, Inc., applicant; said preliminary plat having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof at its meeting on January 18, 2018, pursuant to certain conditions; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Preliminary Plat of Evergreen Park Estates Subdivision, as submitted by Rick J. Przybyla, President of Creative Homes, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. – PRELIMINARY  
PLAT  
RESOLUTION NO. 2018-\_\_\_\_\_  
Page 2

3. Creative Homes, Inc., successors and assigns and any developer of the Evergreen Park Estates 4 lot single-family residential subdivision development shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Evergreen Park Estates 5 lot single-family residential subdivision development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
4. The approval granted hereunder is conditional upon Rick J. Przybyla, President of Creative Homes, Inc. and the Evergreen Park Estates 5 lot single-family residential subdivision development project for the property located at approximately 7501 South 49th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
5. The Evergreen Park Estates 5 lot single-family residential subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. Final grading, erosion control, drainage and storm water plans shall be reviewed and approved by the Engineering Department prior to recording the Final Plat.
7. Lot 5 shall be revised to be an outlot and renumbered accordingly
8. The plat shall be revised to include the FC Floodplain Conservancy District
9. A written conservation easement document shall be reviewed and approved by the Common Council and recorded with the Milwaukee County Register of Deeds at the time of the recording of the Final Plat
10. Where a conservation easement exists on an individual lot, the applicant shall mark the location of the conservation easement onsite utilizing signage or boulders
11. Any proposed subdivision monument sign(s) shall require a Subdivision Monument Sign Application, subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. – PRELIMINARY  
PLAT  
RESOLUTION NO. 2018-\_\_\_\_\_  
Page 3

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

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

APPROVED:

ATTEST:

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

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

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

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of January 18, 2018****Preliminary Plat**


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**RECOMMENDATION:** City Development Staff recommends approval of the Preliminary Plat Applications for the development of five single-family residential lots, subject to the conditions as noted in the attached draft resolution.

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<b>Project Name:</b>	Evergreen Park Estates Rezoning and Preliminary Plat
<b>Project Address:</b>	7501 South 49 <sup>th</sup> Street
<b>Applicant:</b>	Rick Przybyla, Creative Homes, Inc.
<b>Owners (property):</b>	Creative Homes, Inc.
<b>Current Zoning:</b>	R-6 Suburban Single-Family Residence District
<b>Proposed Zoning:</b>	R-6 Suburban Single-Family Residence District
<b>Use of Surrounding Properties:</b>	Single-family residential to the north and south, Pleasant View Elementary School and Pleasant View Neighborhood Park to the east and single-family and multi-family residential to the west
<b>Applicant Action Requested:</b>	Recommendation of approval of the Preliminary Plat

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**Introduction:**

Please note:

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

On December 8, 2017, the applicant submitted an application for a Preliminary Plat for property located at 7501 South 49<sup>th</sup> Street. The preliminary plat illustrates subdividing the existing 32.67-acre property into five R-6 single-family residential lots and three outlots.

**History:**

- April 19, 2016: Concept Review Application presented to the Common Council, including two alternatives for single-family residential subdivision development of the subject property.
- June 21, 2016: Applicant submitted a Preliminary Plat Application to subdivide the existing 32.67-acre property at 7501 South 49<sup>th</sup> Street to create six R-6 single-family residential lots. The Preliminary Plat includes one lot south of West Evergreen Street (Lot 1), three lots north of West Evergreen Street (Lots 2, 3 and 4) and two lots east of South 51<sup>st</sup> Street (Lots 5 and 6). The lot sizes range in size from about 18,024 square feet to approximately 37,200 square feet. The Preliminary Plat also includes five outlots, which

are reserved for future single-family residential lots, future storm water management facilities and/or consist of protected natural resource features. At the request of staff, the applicant also submitted a Rezoning Application to rezone the C-1 Conservancy District portion of the subject property to R-6 Suburban Single-Family Residence District.

- October 4, 2016: The Common Council adopted Ordinance 2016-2233, an Ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a portion of a certain parcel of land from C-1 Conservancy District to R-6 Suburban Single-Family Residence District (a portion of the property at 7501 South 49<sup>th</sup> Street) (approximately 1.867 acres) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).
- December 6, 2016: Applicant received approval of Resolution No. 2016-7235, a Resolution conditionally approving a Preliminary Plat for Evergreen Park Estates Subdivision (at approximately 7501 South 49<sup>th</sup> Street) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant). The Preliminary Plat included one lot south of West Evergreen Street (Lot 1), one lot north of West Evergreen Street (Lot 2), two lots east of South 51<sup>st</sup> Street (Lots 11 and 12), 8 lots on the west side of a cul-de-sac extending north from West Evergreen Street, and four outlots, which are reserved for future single-family residential lots, proposed and future storm water management facilities and/or consist of protected natural resource features.
- December 6, 2016: The Common Council approved Resolution No. 2016-7236, a Resolution amending Resolution No. 2014-7001, A Final Resolution directing installation of, payment and levy of special assessment for installation of sanitary sewer, water main, sanitary sewer laterals, water main laterals, the extension of a public street including curb and gutter along with the necessary appurtenances on W. Evergreen Street extension from a point 800 feet east of S. 51<sup>st</sup> Street to a point 1,360 feet east of S. 51<sup>st</sup> Street, as previously amended by Resolution No. 2016-7211.

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

The subject property is located between West Evergreen Street and the future extension of West Marquette Avenue, east of South 51<sup>st</sup> Street (Taxkey No. 788-9981-001). The property currently contains one single-family home and is approximately 32.67 acres.

The proposed Evergreen Park subdivision layout includes five residential lots and three outlots. Lots 1, 2 and 3 abut the north side of W. Evergreen Street. Outlots 1 and 2 and Lot 5 are located north of these three lots. Lot 4 and Outlot 3 are located to the south of W. Evergreen Street. Additional details regarding the proposed lots and outlots is discussed further below in this report.

A storm water pond exists to the south east of West Evergreen Street and the proposed subdivision development within Pleasant View Neighborhood Park. The storm water pond design anticipated six residential lots abutting West Evergreen Street and was sized and constructed accordingly. Note that final grading, erosion control, drainage and storm water plans are subject to review and approval by the Engineering Department.

#### Lots 1 through 4

The four lots along W. Evergreen Street range in size from about 22,102 square feet to approximately 43,504 square feet, all exceeding the R-6 Residence District minimum of 11,000 square feet. Specifically, Lot 1 has an area of 33,683 square feet, Lot 2 is 43,504 square feet, Lot 3 is about 37,335 square feet and Lot 4 is 22,102 square feet. The average or mean lot size is about 34,156 square feet.

These four lots are all accessible from West Evergreen Street and are served by public sewer and water facilities.

#### Lot 5

Lot 5 is located south of the future extension of W. Marquette Avenue. Lot 5 has an area of approximately 777,533 square feet and is being retained by the developer for future single-family residential development.

*Staff recommends that Lot 5 be revised to be an outlot and renumbered accordingly.* As the northern portion of the site is not being platted at this time, staff's preference is to declare this part of the plat as an outlot, thus making it unbuildable per the Unified Development Ordinance. Staff's concern is that a single-family home could be developed if platted as a lot. Staff would not find the highest and best use of a residential parcel this size to be for one single-family dwelling.

Staff does acknowledge that the Milwaukee County Department of Administrative Services (DAS) prefers that this area be declared as a lot. Per staff discussions with the DAS, they would prefer to see Outlots 1 and 2 combined with Lot 5. It is staff's understanding that DAS has concerns with remnant outlots becoming the responsibility of Milwaukee County.

Staff would also note that the applicant has indicated opposition to this condition and is requesting that the plat remain as proposed and defined with Lot 5 and Outlots 1 and 2.

#### Outlots 1 and 2

Outlots 1 and 2 are located north of the three lots along the north side of W. Evergreen Street. Outlot 1 has an area of approximately 281,526 square feet (6.46 acres). Outlot 2 is 119,468 square feet (2.74 acres). These two outlots are being retained by the developer. Outlot 1 consists of all protected natural resource features. Outlot 2 is adjacent to Pleasant View Neighborhood Park. Staff is not aware of any future plans or use by the developer of Outlot 2.

While the proposed preliminary plat meets all of the City of Franklin zoning and land division requirements (with inclusion of the recommended conditions/changes noted in this staff report), staff would prefer (from a highest and best use standpoint, as well as from an efficient utilization of land standpoint) that the currently adopted preliminary plat for this area (consisting of a cul-de-sac off of Evergreen Street and a total of 12 lots) be constructed instead. Therefore, staff suggests that Outlot 2 be developed for additional single-family residential lots, similar to the currently adopted preliminary plat for this area.



### Outlot 3

Outlot 3 has an area of about 83,016 square feet and primarily consists of protected natural resource features, largely the 100-year floodplain. The plat notes that the entire outlot is a conservation easement and is to be deeded to the owner of Lot 4. Opposed to being deeded to the Lot 4 property owner, staff suggests that Lot 4 and Outlot 3 be combined to be a single lot or, alternatively, Outlot 3 be fractionally owned by the Homeowners Association.

In addition to the R-6 District zoning, this portion of the property also contains FW Floodway District and FC Floodplain Conservancy District zoning. Staff recommends that the plat shall be revised to include the FC Floodplain Conservancy District.

### Milwaukee County

A letter is attached from the Milwaukee County Department of Administrative Services objecting to the proposed preliminary plat. The letter requests that outlots be either dedicated to the City of Franklin or fractionally owned by the Homeowners Association.

The applicant has had correspondence with Milwaukee County and is working to address their concerns. The County has asked the City of Franklin to provide a revised plat for their review. Staff would note that the resolution contains the standard condition below.

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

### Natural Resource Protection Plan

A Natural Resource Protection Plan (NRPP) is required as part of the Preliminary Plat Application submittal. According to the project narrative, the site contains wetlands and associated wetland buffers and setbacks, stream, shore buffer and floodplain. Note that a NRPP previously submitted in 2016, which included a tree survey, determined that a young woodland existed along a portion of the west property line and in a portion of the northwest corner of the site. Below is an excerpt from the previous staff report.

The applicant also completed a detailed tree survey of the property, which is attached for review. The NRPP shows approximately 2.888 acres of young woodland present. The applicant is proposing to disturb 1.144 acres or 50% of young woodlands onsite, which meets the protection standard of 50% per Table 15-4.0100 of the UDO.

In review of the applicant's tree survey, staff has determined that a grove exists adjacent to the existing home on the north side of the property. Staff also finds that it is likely a grove exists within the tree line located along the east side of the property as well. Staff recommends that the tree survey be further reviewed by staff and the applicant's consultant or by a third party consultant to be paid for by the applicant, at the Planning Manager's discretion, to verify if additional woodlands, including groves are present onsite and require protection. Any additional woodlands present shall be shown on the

Natural Resource Protection Plan and protected in a conservation easement as required by the Unified Development Ordinance.

The applicant has provided new documentation concluding that these areas do not constitute a young woodland nor a grove and is summarized below.

- Letters dated March 2, 2017 and November 30, 2017 from Tom Zagar, ISA Certified Arborist. This letter describes two site investigations by Mr. Zagar. The first site visit, Mr. Zagar indicates that he did not believe the “woody” area in the northwest corner of the site was a young woodland. A second site investigation occurred following the applicant’s removal of invasive species (e.g. Common Buckthorn and Tatarian Honeysuckle). Mr. Zagar notes that the removal of the undergrowth reinforced his earlier determination and that the area does not constitute a young woodland per City of Franklin standards. Mr. Zagar further notes that most of the remaining trees are dead or in a dying condition and some are apple trees from a former apple orchard onsite. Note that the UDO states, “no trees planted and grown for commercial purposes should be considered a mature woodland.”

The letter also considered the tree line along the west property line. Mr. Zagar indicates that the tree line is primarily buckthorn and honeysuckle and dead or dying Green Ash and American elm trees, and concluded that this area is also not a young woodland per City of Franklin standards.

- Three emails from Tom Riha, ISA Certified Arborist/Municipal Specialist City of Franklin:
  - An email dated November 1, 2016 states that in review of 8 to 9 spruce trees located near the existing home do not constitute a mature woodland. Mr. Riha notes that the trees are showing signs of needle disease/dieback.

Mr. Riha also indicates that the trees are ornamental, were likely planted by the homeowner as a windscreen and not native to the area. Staff would note that these factors should not be considered in determining whether the area is a mature grove. The UDO does not exempt ornamental plantings or non-native species.

- Mr. Riha also provided an email dated November 7, 2016 indicating that a tree line located along the east side of the property extending north from W. Evergreen Street is not a mature woodland. Mr. Riha states that only 5 to 6 trees are over 12” in diameter, the majority of understory is buckthorn and prickly ash and further north the tree line is mostly ash and box elder.

Staff would again note that only UDO standards should be considered in determining woodland designations and boundaries. The UDO does not specify or exempt certain tree types.

- In an email dated November 18, 2016, Mr. Riha also investigated the tree line located within the northwest corner of the site. Mr. Riha indicates that this area consists of mostly ash and elm trees and the understory is primarily buckthorn and some dead apple trees and Hawthorne trees. Mr. Riha notes that about 10 to 12 trees are in healthy condition. The remaining ash and elm trees show significant signs of Emerald Ash Borer and Dutch elm disease.
- An email dated April 7, 2017 from Daniel Blazer, ISA Certified Arborist, of the Davey Tree Expert Company also discusses the unhealthy condition of the majority of large trees onsite.

Staff would note that this review does not seem to consider or relate to City standards other than noting the conditions of the trees.

The wetlands were delineated by Dave Meyer of Wetland and Waterway Consulting on November 11, 2015. A full and complete wetland delineation report is on file with the Department of City Development. Dave Meyer is a Wisconsin Department of Natural Resources (WDNR) assured delineator; therefore, Department of City Development staff did not require separate review by a City consultant.

The applicant has identified two wetlands on the property as delineated by Mr. Meyer. A third wetland within Outlot 3 was delineated by the Southeastern Wisconsin Regional Planning Commission. The wetlands are illustrated on the Preliminary Plat. A large wetland runs through the middle of the property and a smaller wetland exists to the east of the properties located at 7582 and 7610 S. 51<sup>st</sup> Street. The Wisconsin Department of Natural Resource Features Water Surface Data Viewer identifies the larger wetland as an intermittent stream; however, the WDNR provided a letter, dated October 3, 2016 indicating that the waterway is non-navigable.

The applicant has provided a written conservation easement, which is currently under review. Staff recommends that a written conservation easement document shall be reviewed and approved by the Common Council and recorded with the Milwaukee County Register of Deeds at the time of the recording of the Final Plat. Please note that the applicant has included the 50-foot wetland setback within the conservation easement as suggested by staff.

Staff is also recommending that where a conservation easement exists on an individual lot, the applicant shall mark the location of the conservation easement onsite utilizing signage or boulders.

#### Signage

The applicant did not provide any signage information for this phase of the development. Staff recommends that any proposed subdivision monument sign(s) shall require a Subdivision Monument Sign Application, subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.

Comprehensive Master Plan

The 2025 Future Land Use Map designates the property at 7501 South 49<sup>th</sup> Street as Residential and Areas of Natural Resource Features. The proposed single-family residential use, along with the protection of natural resources features within a conservation easement, is consistent with the City of Franklin 2025 Comprehensive Master Plan.

**Staff Recommendation:**

City Development Staff recommends approval of the Preliminary Plat Applications for the development of five single-family residential lots, subject to the conditions as noted in the attached draft resolution.

# PRELIMINARY PLAT

LEGAL DESCRIPTION

MILWAUKEE COUNTY, WISCONSIN.

**SURVEYORS CERTIFICATE**

DATED THIS 4TH DAY OF JANUARY, 2018 AT WALES, W.

SURVEYOR:

**One Source**  
www.horizontaldevelopment.com

**Minimu**

(414) 529-0958  
Millman, Inc.

**SITE DATA:**  
Estimated Number of Jobs or Emissions

*Journal of Management Inquiry* 18(4)

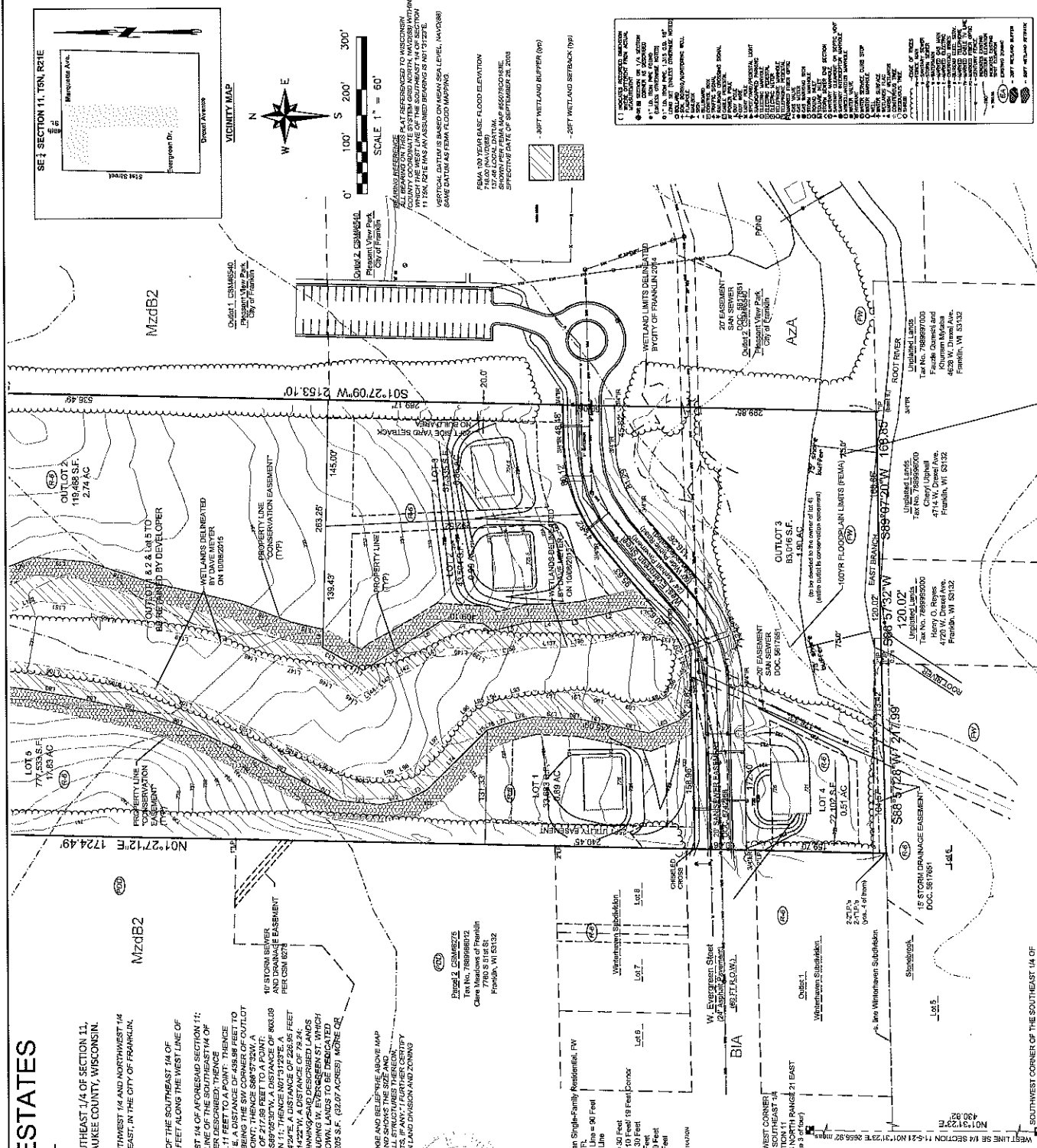
may require all engineering and foundation design with regard to the proposed placement of foundation piles, which will be determined by the geotechnical engineer.

that special measures be taken, S&P conditions should be su-

submissions should be sent to the following address: **WILLIAM DUNN, 10 STATE STREET, NEWTON, MASSACHUSETTS 02459-1099**

vegetation at the discretion of landowner, or silvicultural thinning

5. Funds may be permitted subject to the approval of the NIB are located and, if applicable, the Wisconsin Department of N



THIS INSTRUMENT DRAFTED BY JAMES R. BEATY PLS 1834 PAGE 1 OF 1

# EVERGREEN PARK ESTATES

## PRELIMINARY PLAT

PART OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 21  
EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

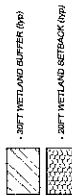


0' 100' 200' 300'  
SCALE 1" = 60'



Recorded in the Office of the Register of Deeds for the County of Franklin, Wisconsin, on January 11, 2018.  
Attest: JAMES N. BEATY, Register of Deeds

JAMES N. BEATY



Unimproved Lands  
Tax No. 786895000  
Robert and Julie Rombo  
7850 S. 51st Street  
Franklin, WI 53132

Unimproved Lands  
Tax No. 786895000  
Hector and Julie Rombo  
7850 S. 51st Street  
Franklin, WI 53132

Parcel 1 CSMA273

Parcel 2 CSMA273

Parcel 1 CSMA273  
Tax No. 786895000  
St. Clare, Inc.  
7850 S. 51st Street  
Franklin, WI 53132

7850 S. 51st Street  
Franklin, WI 53132

Unimproved Lands  
Tax No. 786895000  
John and Jeanne Campbell  
7850 S. 51st Street  
Franklin, WI 53132

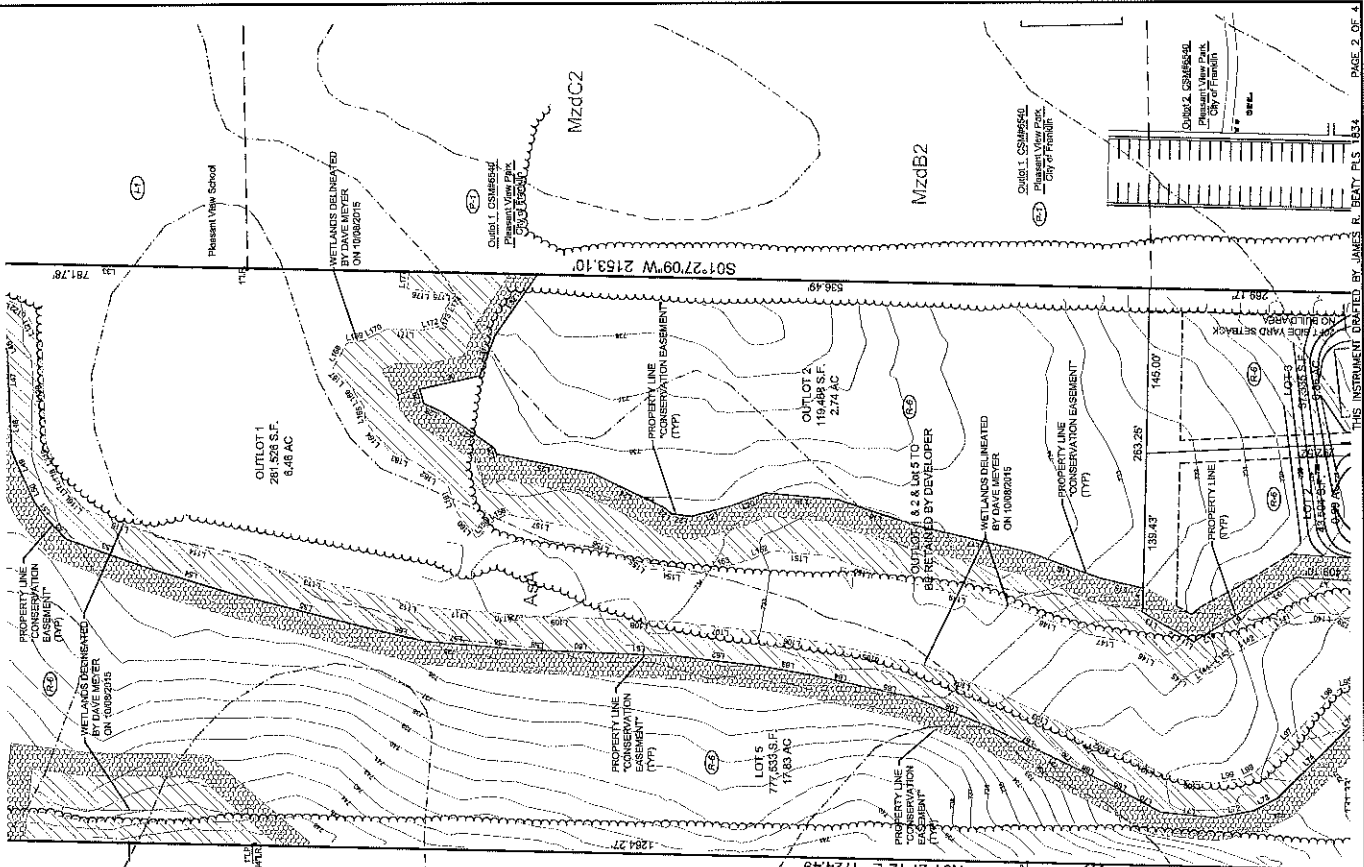
Parcel 1 CSMA273  
Tax No. 786895000  
Clare Meadows, LLC  
7700 S. 51st St.  
Franklin, WI 53132

MzdB2

10' STORM SEWER  
AND DRAINAGE EASEMENT  
PER CSMA 878

62

Parcel 2 CSMA273  
Tax No. 786895000  
Clare Meadows, LLC  
7700 S. 51st St.





# EVERGREEN PARK ESTATES

## PRELIMINARY PLAT

PART OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 21  
EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



DATED THIS 8th DAY OF JANUARY, 2018  
REVISED THIS 8th DAY OF JANUARY, 2018

JAMES R. BEATY

CONSERVATION EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
1	1.00	N 89° 59' 59" E
2	1.00	N 89° 59' 59" E
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97	1.00	N 89° 59' 59" E
98	1.00	N 89° 59' 59" E
99	1.00	N 89° 59' 59" E
100	1.00	N 89° 59' 59" E

WETLAND LINE TABLE		
LINE	LENGTH	BEARING
1	1.00	N 89° 59' 59" E
2	1.00	N 89° 59' 59" E
3	1.00	N 89° 59' 59" E
4	1.00	N 89° 59' 59" E
5	1.00	N 89° 59' 59" E
6	1.00	N 89° 59' 59" E
7	1.00	N 89° 59' 59" E
8	1.00	N 89° 59' 59" E
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17	1.00	N 89° 59' 59" E
18	1.00	N 89° 59' 59" E
19	1.00	N 89° 59' 59" E
20	1.00	N 89° 59' 59" E
21	1.00	N 89° 59' 59" E
22	1.00	N 89° 59' 59" E
23	1.00	N 89° 59' 59" E
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25	1.00	N 89° 59' 59" E
26	1.00	N 89° 59' 59" E
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28	1.00	N 89° 59' 59" E
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61	1.00	N 89° 59' 59" E
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64	1.00	N 89° 59' 59" E
65	1.00	N 89° 59' 59" E
66	1.00	N 89° 59' 59" E
67	1.00	N 89° 59' 59" E
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98	1.00	N 89° 59' 59" E
99	1.00	N 89° 59' 59" E
100	1.00	N 89° 59' 59" E

### CORPORATE OWNERS CERTIFICATE OF DEDICATION

Creative Homes, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, and its corporate officers and directors, do hereby certify that the land described on this plat to be dedicated, mapped, and dedicated as represented on this plat. Creative Homes, Inc. does further certify that this plat is required by s.235.10 or s.236.12 to be submitted to the following for approval or objection:

OBJECTING AGENCIES  
DEPARTMENT OF ADMINISTRATION - PLAT REVIEW

APPROVING AGENCIES  
CITY OF FRANKLIN

IN WITNESS WHEREOF, the said Creative Homes, Inc. has caused these presents to be signed by its President, Nicole M. Watson, Secretary, at Franklin, Wisconsin, and its corporate seal to be hereunto affixed on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

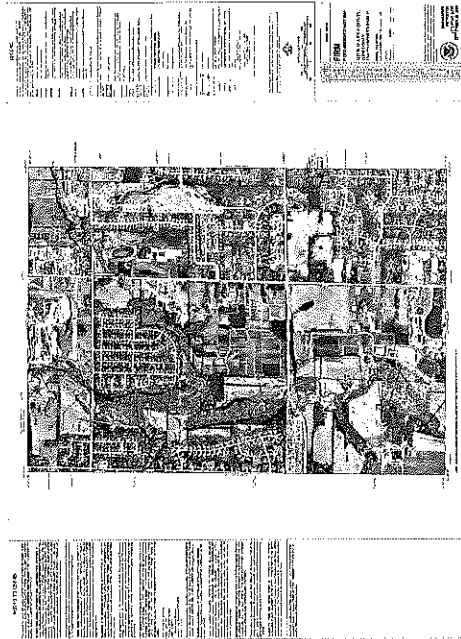
In the presence of:

Creative Homes, Inc.  
\_\_\_\_\_  
(Corporate Seal)  
President  
Nicole M. Watson, Secretary

STATE OF WISCONSIN  
MILWAUKEE COUNTY, SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, Mr. Rick Rothenberg, President of Creative Homes, Inc., a corporation, to the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers of said corporation, by its authority.

My commission expires \_\_\_\_\_ (Notary Seal)



FEMA PANEL  
FLOODPLAIN MAPPING  
PER MAP NO. 55070C010E  
DATE: OCTOBER 2008

CITY OF FRANKLIN COMMON COUNCIL APPROVAL CERTIFICATE  
Resolved, that the plat of EVERGREEN PARK ESTATES, part of the southwest 1/4 and northeast 1/4 of Section 11, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, Creative Homes, Inc., owner, having been approved by the City of Franklin Common Council, being the same is hereby approved and the dedications shown hereon accepted by the Common Council of the City of Franklin on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Date \_\_\_\_\_ Approved \_\_\_\_\_

Steve Olson, Mayor

Date \_\_\_\_\_ Signed \_\_\_\_\_

Steve Olson, Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the COMMON COUNCIL of the CITY OF FRANKLIN, Wisconsin on \_\_\_\_\_ 2018 which action becomes effective upon receipt of approval of all other \_\_\_\_\_ agencies and is settled as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Sandra L. Veselowski, City Clerk

CERTIFICATE OF CITY TREASURER:

STATE OF WISCONSIN  
MILWAUKEE COUNTY, SS

I, Paul Rothenberg, being the duly elected, qualified and acting City Treasurer of the City of Franklin, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 on any of the land included in the plat of EVERGREEN PARK ESTATES.

(Date) \_\_\_\_\_ 2018 Paul Rothenberg, City Treasurer

COUNTY TREASURER'S CERTIFICATE:




STATE OF WISCONSIN  
MILWAUKEE COUNTY, SS

I, David Cullen, being the duly elected, qualified and acting Treasurer of the County of Milwaukee, do hereby certify that the records in my office show no unremitted tax sales and no unpaid special assessments as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 affecting the lands included in the plat of EVERGREEN PARK ESTATES.

(Date) \_\_\_\_\_ 2018 David Cullen, Treasurer

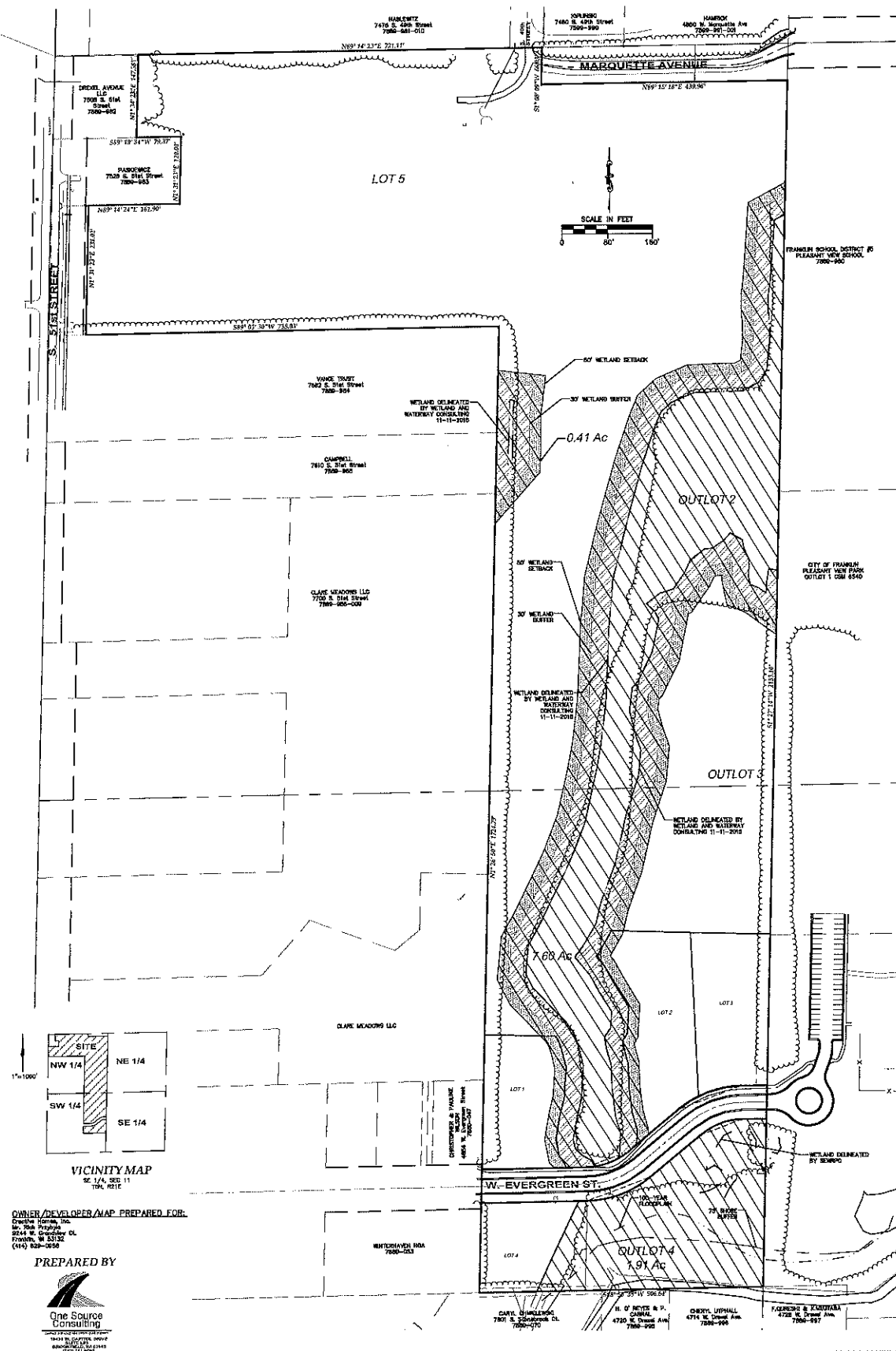


LEGEND:

- |   |                       |
|---|-----------------------|
|  | CONSERVATION EASEMENT |
|  | 50' WETLAND SET BACK  |
|  | 30' WETLAND BUFFER    |

BEING UNPLATTED LANDS LYING WITHIN AND BEING A PART OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LANDS CONTAINING 33.18 ACRES MORE OR LESS OF LAND, INCLUDING W. EVERGREEN ST, WHICH IS TO BE REDEDICATED AND 51ST ST, WHICH IS TO BE DEDICATED AS SHOWN, LANDS TO BE DEDICATED CONTAIN 1.11 ACRES. NET AREA REMAINING CONTAINS 32.07 ACRES MORE OR LESS OF LAND



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

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

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

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

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

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

**Table 15-3.0502**

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

<b>STEP 1:</b>	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.	33.18 acres
<b>STEP 2:</b>	Subtract ( - ) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 1.11 acres
<b>STEP 3:</b>	Subtract ( - ) land which, as a part of a previously approved development or land division, was reserved for open space.	- 0.00 acres
<b>STEP 4:</b>	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed <i>residential use</i> , subtract ( - ) the land proposed for nonresidential uses; <i>or</i> In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed <i>nonresidential use</i> , subtract ( - ) the land proposed for residential uses.	- 0.00 acres
<b>STEP 5:</b>	Equals "Base Site Area"	= 32.07 acres

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

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

Table 15-3.0503

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

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non-Residential District.		
Steep Slopes:					
10-19%	0.00	0.60	0.40	X 0.00 =	0.00
20-30%	0.65	0.75	0.70	X 0.00 =	0.00
+ 30%	0.90	0.85	0.80	X 0.00 =	0.00
Woodlands & Forests:					
Mature	0.70	0.70	0.70	X 0.00 =	0.00
Young	0.50	0.50	0.50	X 0.00 =	0.00
Lakes & Ponds	1	1	1	X 0.00 =	0.00
Streams	1	1	1	X 0.06 =	0.06
Shore Buffer	1	1	1	X 0.04 =	0.04
Floodplains	1	1	1	X 0.77 =	0.77
Wetland Buffers	1	1	1	X 4.20 =	4.20
Wetlands & Shoreland Wetlands	1	1	1	X 3.80 =	3.80
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					8.87

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

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

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

Table 15-3.0504

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

<b>STEP 1:</b>	<b>CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE</b> Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): 32.07 Acres Multiply by Minimum <i>Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard): X 0.00 Equals <b>MINIMUM REQUIRED ON-SITE OPEN SPACE</b> = 0.00 acres
<b>STEP 2:</b>	<b>CALCULATE NET BUILDABLE SITE AREA:</b> Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): 32.07 Acres Subtract <i>Total Resource Protection Land</i> from Table 15-3.0503) or <i>Minimum Required On-Site Open Space</i> (from Step 1 above), whichever is greater: - 8.87 Acres Equals <b>NET BUILDABLE SITE AREA</b> = 23.20 acres
<b>STEP 3:</b>	<b>CALCULATE MAXIMUM NET DENSITY YIELD OF SITE:</b> Take <i>Net Buildable Site Area</i> (from Step 2 above): 23.20 Acres Multiply by Maximum <i>Net Density (ND)</i> (see specific residential zoning district ND standard): X 2.972 Equals <b>MAXIMUM NET DENSITY YIELD OF SITE</b> = 68 D.U.s
<b>STEP 4:</b>	<b>CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE:</b> Take <i>Base Site Area</i> (from Step 5 of Table 15-3.0502): 32.07 Acres Multiply by Maximum <i>Gross Density (GD)</i> (see specific residential zoning district GD standard): X 2.972 Equals <b>MAXIMUM GROSS DENSITY YIELD OF SITE</b> = 95 D.U.s
<b>STEP 5:</b>	<b>DETERMINE MAXIMUM PERMITTED D.U.s OF SITE:</b> Take the <i>lowest</i> of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above): 68 D.U.s

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

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

**A. Maximum Permitted Floor Area for a Retail Building:**

- 1 Notwithstanding the provisions of Table 15-3.0505, no individual retail building in any of the following districts shall exceed a total of 125,000 gross square feet of floor area, including all roofed area.
  - a. B-1 Neighborhood Business District
  - b. B-2 General Business District
  - c. B-3 Community Business District
  - d. B-5 Highway Business District
- 2 Notwithstanding, any other provision of this Ordinance, no special use permit, PDD District, special exception or variance may be approved or granted that would allow a retail building to exceed the size limits of this subparagraph (1) and no nonconforming use or structure may be expanded in any manner that would increase its nonconformance with the limits of subparagraph (1).

**Table 15-3.0505**

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

<b>STEP 1:</b>	<p><b>CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE:</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): _____</p> <p>Multiple by Minimum <i>Landscape Surface Ratio (LSR)</i> (see specific zoning district LSR standard): X _____</p> <p>Equals <b>MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE</b> = _____</p>	<p align="right">acres</p>
<b>STEP 2:</b>	<p><b>CALCULATE NET BUILDABLE SITE AREA:</b></p> <p>Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): _____</p> <p>Subtract <i>Total Resource Protection Land</i> from Table 15-3.0503) or <i>Minimum Required Landscape Surface</i> (from Step 1 above), whichever is greater: _____</p> <p>Equals <b>NET BUILDABLE SITE AREA</b> = _____</p>	<p align="right">acres</p>
<b>STEP 3:</b>	<p><b>CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE:</b></p> <p>Take <i>Net Buildable Site Area</i> (from Step 2 above): _____</p> <p>Multiple by Maximum <i>Net Floor Area Ratio (NFAR)</i> (see specific nonresidential zoning district NFAR standard): X _____</p> <p>Equals <b>MAXIMUM NET FLOOR AREA YIELD OF SITE</b> = _____</p>	<p align="right">acres</p>
<b>STEP 4:</b>	<p><b>CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE:</b></p> <p>Take <i>Base Site Area</i> (from Step 5 of Table 15-3.0502): _____</p> <p>Multiple by Maximum <i>Gross Floor Area Ratio (GFAR)</i> (see specific nonresidential zoning district GFAR standard): X _____</p> <p>Equals <b>MAXIMUM GROSS FLOOR AREA YIELD OF SITE</b> = _____</p>	<p align="right">acres</p>
<b>STEP 5:</b>	<p><b>DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE:</b></p> <p>Take the <i>lowest</i> of Maximum Net Floor Area Yield of Site (from Step 3 above) or Maximum Gross Floor Area Yield of Site (from Step 4 above):</p> <p>(Multiple results by 43,560 for maximum floor area in square feet):</p>	<p align="right">acres</p> <p align="right">(_____ s.f.)</p>





December 1, 2017

City of Franklin  
Attn: Nick Fuchs  
9229 W Loomis Road  
Franklin, WI 53132

RE: EVERGREEN ESTATES NATURAL RESOURCE PROTECTION PLAN MODIFICATION

Dear Nick,

As you are aware, there has been ongoing research being conducted into the validity of the Evergreen Estates Natural Resource Protection Plan report dated September 30<sup>th</sup>, 2016. After intense research including obtaining the expertise of three additional certified arborists, we can confidently confirm that the existing plan is inaccurate with regards to the young woodlands portion.

The three outside representative's that conducted a field study include the following:

- Tom Riha, ISA Certified Arborist / Municipal Specialist, City of Franklin
- Tom Zagar, ISA Certified Arborist, City of Muskego
- Daniel Blazer, ISA Certified Arborist, The Davey Tree Expert Company

In addition, two representatives from the City of Franklin also confirmed that there are inaccuracies evident in the report regarding the young woodlands.

Attached please find the reports from the three above arborists, along with a revised Natural Resource Protection Plan Summary Page, which we are requesting replace the existing one on file. This revised summary corrects the young woodland errors. It has been determined that this property contains no young or mature woodlands. The remaining portions, including the wetland delineations conducted by Dave Meyer, remain unchanged and intact.

Your cooperation to this matter is greatly appreciated.

Thank you in advance.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick J. Przybyla".

Rick J. Przybyla  
Creative Homes, Inc.  
enclosures

Franklin

DEC 08 2017

City Development

*"A Builder of Quality Homes & Developments"*

9244 West Grandview Court • Franklin, WI 53132 • Phone: 414.529.0958 • Fax: 414.529.4032

November 30, 2017

Mr. Rick Przybyla:

This letter serves as a follow up to my correspondence of March 2, 2017 in which I assessed the woody plant communities on a property at 7501 S. 49<sup>th</sup> Street, Franklin, WI (Tax Key: 7889981001).

Subsequent to that assessment you had contracted to remove invasive brush (primarily Common buckthorn and Tatarian honeysuckle) within an approximate 1.2 acre "woody" area in the northwestern portion of the property (shaded in yellow on accompanying map). Revisiting the property after removal of this invasive undergrowth reinforced my earlier determination that this area did not meet the definition of young woods: The remaining trees – woody plants in excess of 3" diameter (which were primarily Green ash and American elm) - provide canopy to no more than 10% of the area and most of these trees were dead or in a dying condition. Furthermore, some of the remaining trees were apple trees left over from when this area was planted as an orchard (as evident in historic aerial photos). Per City of Franklin guidelines, these commercially grown apple trees would not be counted in young woodland.

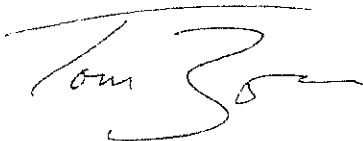
The woody plant composition of the L-shaped "tree line" (green shaded) was also assessed. The majority of canopy here consists of buckthorn and honeysuckle less than 3" diameter. Scattered mature trees on this property line /crop field edge are primarily dead or dying Green Ash and American elm. Existing live trees that exceed 3" diameter comprise much less than 50% canopy. Therefore this area is also not young woodland as defined:

*Young Woodland: An area or stand of trees whose total combined canopy covers an area of one-half (0.50) acre or more and at least fifty (50) percent of which is composed of canopies of trees having a diameter at breast height (DBH) of at least three (3) inches. However, no trees grown for commercial purposes shall be considered a young woodland.*

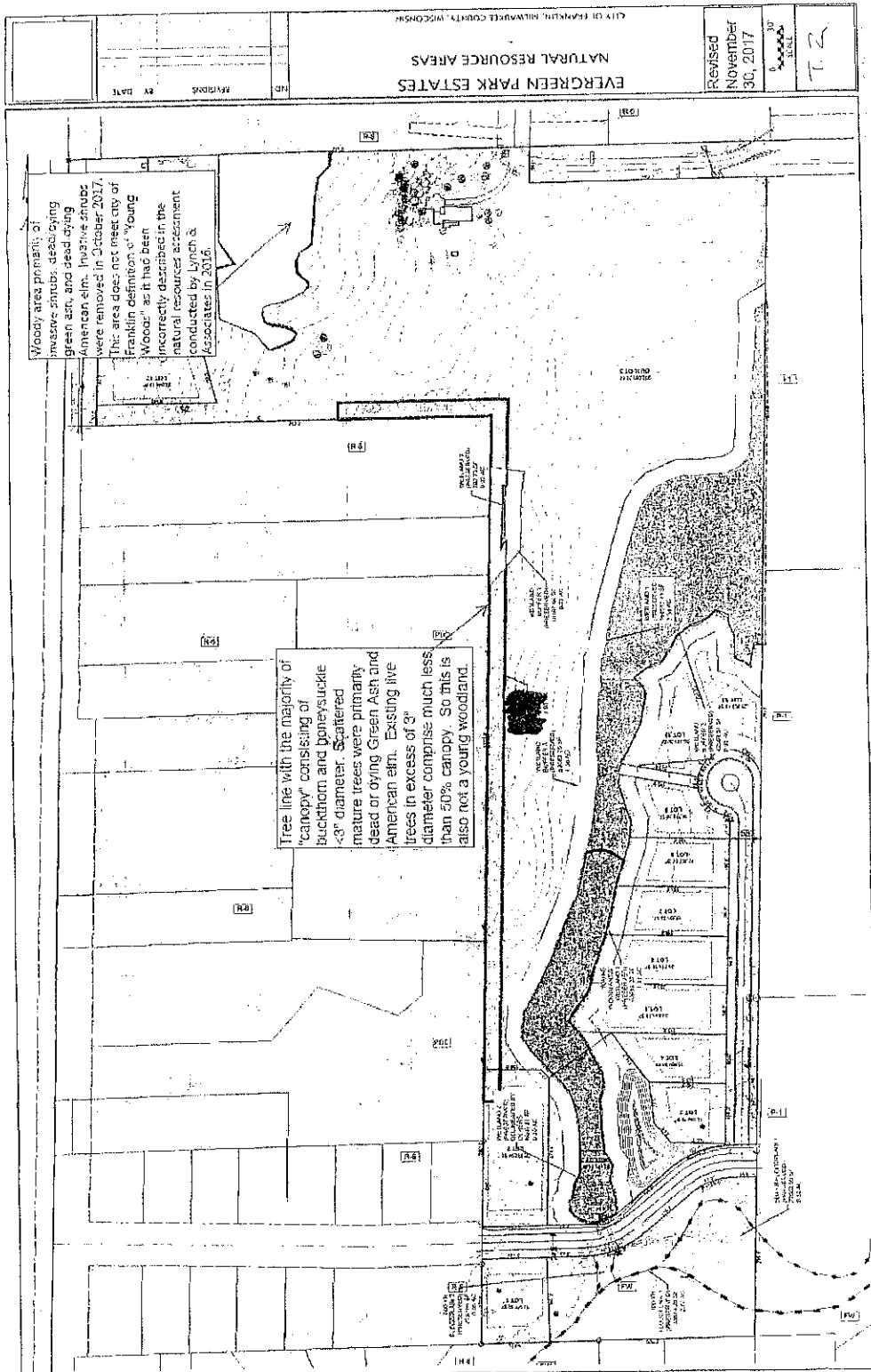
I have edited the Natural Resources map to reflect that both the above-referenced 1.2-acre area, and the tree line area, should not be classified as "young woodland" as had been incorrectly indicated in the earlier assessment by Lynch & Associates..

Please let me know if you need any further clarification on this matter.

Respectfully,



Tom Zagar  
ISA Certified Arborist  
WI-0541A



Woody area primarily of  
invasive shrubs, dead/dying  
green ash, and dead/dying  
American elm. Invasive shrubs  
were removed in October 2017.  
This area does not meet city of  
Franklin definition of "Young  
Wood" as it had been  
incorrectly described in the  
natural resources assessment  
conducted by Lynch &  
Associates in 2016.

Tree line with the majority of  
"canopy" consisting of  
blackthorn and honeysuckle  
<3" diameter. Scattered  
mature trees were primarily  
dead or dying Green Ash and  
American elm. Existing live  
trees in excess of 3"  
diameter comprise much less  
than 50% canopy. So this is  
also not a young woodland.

March 2, 2017

Mr. Rick Przybyla:

At your request, on February 23, 2017 I accompanied you to assess the woody plant communities on a property at 7501 S. 49<sup>th</sup> Street, Franklin, WI (Tax Key: 7889981001). Referencing the image below, the woody plants within the green oval, the vegetation along the property line (green arrows), and the vegetation around the house (blue oval) were examined.



My assessment of these woody plant areas and other comments follows:

- All woody plant areas marked in green consist of “volunteer” vegetation that has colonized the area since cessation of farming within the past 30 years. Very few native woody species exist. The number one plant in terms of biomass is Common Buckthorn, an invasive shrub species. Invasive Tatarian Honeysuckle shrubs are also quite abundant.
- There are very few native tree species within areas examined. These consist primarily of Green ash and American elm. Most of the ash trees are dead or dying from Emerald Ash Borer infestation. Similarly, American elms have succumbed to Dutch elm disease.
- While the canopies of these areas are clearly much greater than 50%, I estimate that individual native trees in excess of 3” DBH probably comprise less than 10% of the canopy – and these are largely dying as noted above. The vast majority of the tree canopy visible on the photo is attributable to invasive shrubs. Furthermore these invasive shrubs are less than 3” DBH. Thus, these woody plant areas clearly do not meet the definition of “young woodlands” in the City of Franklin development ordinance.

- The trees growing around the house on the north side of the property (smaller blue oval) consist of yard landscape plantings and are not native "woodland" trees. With their proximity to the house, these trees would be impacted by the razing of this structure.
- In my work I preserve native woodlands and other native plant communities and work to restore them for ecological health. Because of the heavy invasion of buckthorn and meager representation of native plants I consider this site to have a negative ecological value.

Respectfully,

Tom Zagar  
ISA Certified Arborist  
WI-0541A



11/1/2016

FW: Grove of Trees on Marquette - Rick Przybyla

Re: Dietl <JDietl@franklinwi.gov>; Mike Doble <MDoble@lynch-engineering.com>

Subject: Grove of Trees on Marquette

To Whom It May Concern:

On 11/1/2016 I met with Richard Przybyla and Michael Doble to discuss the determination of a grove of spruce trees being mature woodland. It is my belief that this grove of trees should not be considered mature woodland for the following reasons.

1. These trees approximately 8-9 spruce were clearly planted by a homeowner as a windscreen. I would classify these trees as landscape/ornamental. The trees were also planted too closely together.
2. The spruce trees in question are showing numerous signs of needle disease/dieback. The entire bottom 1/2 to 2/3 of the trees are completely dead with only the tops showing foliage. Of the top 1/2 to 2/3 of the trees the needles are browning. This can be attributed to the improper plant spacing.
3. These spruce trees appear to be Colorado Blue Spruce a species not native to the area.

Please feel free to contact me with any questions or concerns.

Tom Riha  
ISA Certified Arborist/Municipal Specialist  
City of Franklin  
Cell # 414-550-1117

## Setback on Evergreen

Tom Riha

Phone: 773.241.2454

arbor

'rickprzybyla@hotmail.com' <rickprzybyla@hotmail.com>:

To Whom It May Concern,

On 11/7/2016 I met with Rick Przybyla to determine if the woodlands on the eastern edge of his property classify as mature woodland. I believe this area doesn't meet the qualifications for the following reasons.

1. Only 5-6 trees are over 12" in diameter.
2. The understory is 90% buckthorn and prickly ash.
3. The first 100' of trees have some oaks and elms mixed in with box elder and ash. Further north the woodland is 90% ash and box elder with a few elms.

Another concern was the setback of right of way in regards to the tree line. The tree line is adjacent to a cultivated field. With the years of cultivation very few if any roots would be disturbed with any new excavations in this area. The first 15'-20' of vegetation is buckthorn and prickly ash. The large oak tree of concern's drip line comes out to the edge of the brush line. If excavation is kept 15'-20' off the brush line that should be adequate for protection of the more desirable species. I would also recommend removal of buckthorn in the area to allow better light penetration to the forest floor. The presence of buckthorn severely limits the natural reproduction and survival of any young trees in the area.

Tom Riha

City of Franklin

ISA Certified Arborist/Municipal Specialist



To Whom It May Concern:

On Nov 18<sup>th</sup> 2016 I met with Rick Przybyla to identify trees in the woodland area west of Marquette Avenue. The area is predominately ash and elm trees. The understory is largely buckthorn with a few dead apple trees and some hawthorn trees mixed in. Of the remaining ash and elm trees the ash showed significant signs of Emerald Ash borer. Though the trees may not be completely dead at this time they will be shortly. The elm trees are in various stages of Dutch elm disease some trees have fallen over, others have no bark attached to the trunk. Looking for live trees determined by the buds we were able to identify approximately 10-12 trees in healthy condition. With the heavy presence of Dutch elm disease, and Emerald Ash Borer it will not take long for the remaining trees to become infected.

Please feel free to contact me with any questions or concerns.

Sincerely,

Thomas J. Riha

City of Franklin

ISA Certified Arborist/ Municipal Specialist

☐ New | ☐ Reply | ☐ Delete | ☐ Archive | ☐ Junk | ☐ Sweep | ☐ Move to | ☐ Categories | ☐ Undo

## Tree Assessment

Reply |



Blazer, Daniel <Daniel.Blazer@davey.com>

BD

Today, 9:14 AM

You

You replied on 4/7/2017 9:20 AM.

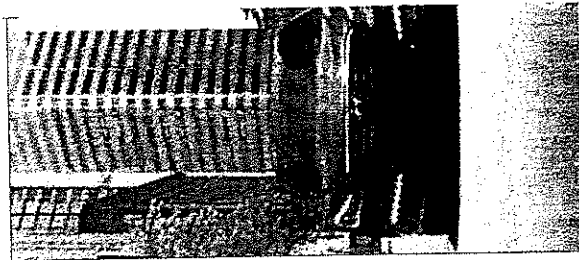
Rick,

I toured the property we discussed near 7501 S. 49<sup>TH</sup> Street in Franklin. The total area I surveyed was around 12 ACRES. There was at least 7 acres of planted grassland which appeared to be barren Agricultural fields. The remaining 5 or so acres was tree and shrub areas. These trees and shrubs also appear to have been Agricultural lands at one point. The individual trees observed ranged from less than 1 inch to 10 inches in diameter. Over 60% of the wooded areas consisted of invasive trees such as Buckthorn and European honeysuckle. The native trees observed were 95% Green Ash and American Elm. Over half of the Elm trees were either dead or infected with Dutch Elm's Disease. Being a forested area and in the middle of a heavily hit area with Emerald Ash Borers, I wouldn't expect the population of forest Ash trees to survive into the future.

If this area were to be developed into a residential area, there would be no harm in removing all of the above described wooded areas provided that trees and shrubs planted in the new areas were resistant to certain common diseases and insects. I recommend not planting not more than 10% of any one species so any future insect/disease problem does not devastate the entire area. I highly recommend consulting with ISA Certified Arborists regarding the selection, placement, and installation of new trees and shrubs.

Let me know if you have any other questions. -Dan

**Daniel Blazer** | Consulting Arborist  
ISA Certified Arborist #WI-0769A  
The Davey Tree Expert Company  
[P] (262)521-1860 | [F] (262)521-1415



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**\$199** per mo.

for 36 months with \$2,399 due  
lease signing. \$0 security  
deposit. Excludes tax, title &  
license.



Sonata

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4/7/2017 9:57 AM

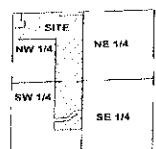
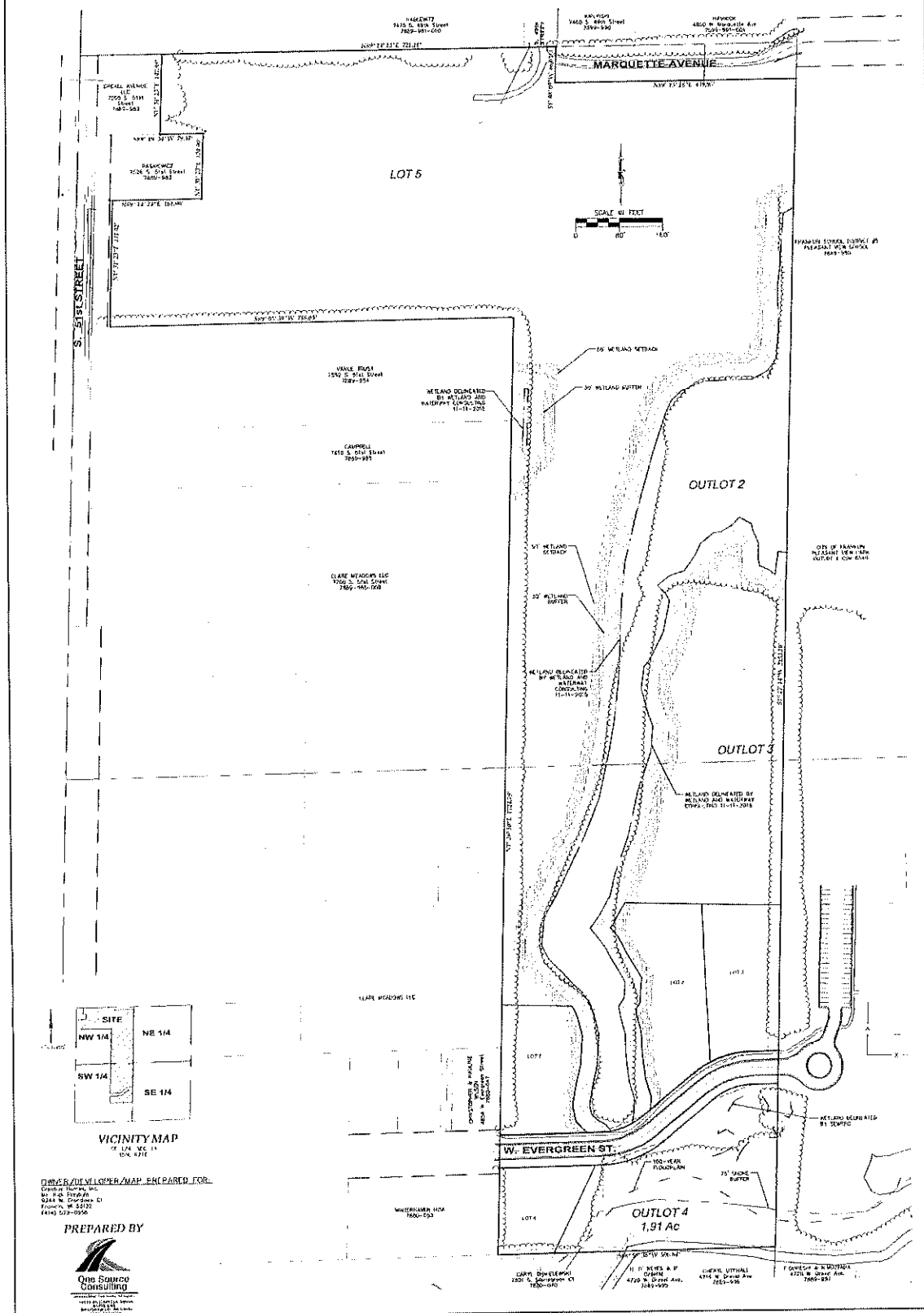
**LEGEND:**

- CONSERVATION EASEMENT
- 50' WETLAND SET BACK
- 30' WETLAND BUFFER

# NATURAL RESOURCE PROTECTION PLAN

BEING UNPLATTED LANDS LYING WITHIN AND BEING A PART OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

LANDS CONTAINING 33.18 ACRES MORE OR LESS OF LAND, INCLUDING W. EVERGREEN ST., WHICH IS TO BE DEDICATED AND 51ST ST., WHICH IS TO BE DEDICATED AS SHOWN. LANDS TO BE DEDICATED CONTAIN 1.11 ACRES. NET AREA REMAINING CONTAINS 32.07 ACRES MORE OR LESS OF LAND



OWNER OF UNDERMAP, EMPLOYED FOR:  
 GARDNER & SONS, INC.  
 1234 N. Commercial St.  
 Franklin, WI 53120  
 (414) 555-1234

PREPARED BY



11 N. ALBANY & P. CHASE  
 1100 S. 10TH ST. #100  
 FRANKLIN, WI 53120  
 (414) 555-1234

11 N. ALBANY & P. CHASE  
 1100 S. 10TH ST. #100  
 FRANKLIN, WI 53120  
 (414) 555-1234

11 N. ALBANY & P. CHASE  
 1100 S. 10TH ST. #100  
 FRANKLIN, WI 53120  
 (414) 555-1234



DEPARTMENT OF ADMINISTRATIVE SERVICES

*Milwaukee County*

January 3, 2018

Sandra L. Wesolowski  
City Clerk  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

RE: Evergreen Park Estates  
Preliminary Plat - File C-12-765

Dear Ms. Wesolowski:

A copy of the Preliminary Plat of Evergreen Park Estates located in the SE ¼ of Section 11, Township 5 North, Range 21 East in the City of Franklin has been reviewed by Milwaukee County in accordance with Section 236.12 of the Wisconsin Statutes.

We object to the above preliminary plat. This objection may be rescinded if certain conditions are met by the developer. The special conditions are as follows:

1. That Outlots 1 through Outlot 4 be dedicated to the City of Franklin or be owned by the Evergreen Park Estates Homeowners Association by means of a fractional ownership.

If the homeowners association elects to own Outlots 1 through Outlot 4, then the following note shall be placed on the final plat and made as a requirement of the City in the plat approval process.

Outlots 1 through Outlot 4 of the plat of Evergreen Park Estates is owned and shall be maintained by the Evergreen Park Estates Homeowners Association and each individual lot owner shall have an undividable fractional ownership of Outlots 1 through Outlot 4 and that Milwaukee County and the City of Franklin shall not be liable for any fees or special assessments in the event Milwaukee County or the City of Franklin should become the owner of any lot in the subdivision by reason of delinquency. The Homeowners Association shall maintain said outlots in an unobstructed condition so as to maintain its intended purpose. Construction of any building, grading, or filling in said outlots is prohibited unless approved by the City of Franklin. The Homeowners Association grants to the City the right (but not the responsibility) to enter upon these outlots in order to inspect, repair or restore said outlots to its intended purpose. Expenses incurred by the City for said inspection, repair or restoration of said outlots may be placed against the tax roll for said association and collected as a special charge by the City.

Any questions regarding item 1 can be directed to Mr. David Cialdini in Real Estate at 278-4876.

2. The following comments are from the Register of Deeds office. These comments shall be incorporated into the Final Plat before the objection can be rescinded.

Sandra Wesolowski  
Evergreen Park Estates  
Preliminary Plat - File C-12-765

- Please refer to State Stats regarding commencement of legal description from the "Center Section". Please review the legal and make any required corrections.
- Please refer to State Stats 236.20 and 236.21 regarding recording requirements.
- Please verify all bearings, distances, curve data, dedicated ROW data, approved road names, and provide monument information on the final plat..
- Surrounding parcel information should be verified.

If you require additional information or clarification on the above comments, please contact Ms Rosita Ross at Milwaukee County Register of Deeds office at 278-4047.

Very truly yours,

  
Karl Stave, P.E.

cc: Bill Waldron, Parks  
David Cialdini, Real Estate  
Rosita Ross, Register of Deeds  
James R. Beaty, RLS, Horizon Land Development Services, LLC  
Nicholas Fuchs, City of Franklin

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DEPARTMENT OF ADMINISTRATIVE SERVICES  
*Milwaukee County*

January 3, 2018

Jayne Lathrop  
Dept. of Administration  
Plat Review  
101 East Wilson St. FL 9  
Madison, WI 53703

RE: Evergreen Park Estates  
Preliminary Plat - File C-12-765  
State File: 27766

Dear Ms. Lathrop:

A copy of the Preliminary Plat of Evergreen Park Estates located in the SE ¼ of Section 11, Township 5 North, Range 21 East in the City of Franklin has been reviewed by Milwaukee County in accordance with Section 236.12 of the Wisconsin Statutes.

We object to the above preliminary plat. This objection may be rescinded if certain conditions are met by the developer. The special conditions are as follows:

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Any questions regarding item 1 can be directed to Mr. David Cialdini in Real Estate at 278-4876.

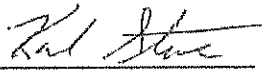
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Jayne Lathrop  
Evergreen Park Estates  
Preliminary Plat - File C-12-765  
State File: 27766

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If you require additional information or clarification on the above comments, please contact Ms Rosita Ross at Milwaukee County Register of Deeds office at 278-4047.

Very truly yours,

  
Karl Stave, P.E.

cc: Bill Waldron, Parks  
David Cialdini, Real Estate  
Rosita Ross, Register of Deeds  
James R. Beaty, RLS, Horizon Land Development Services, LLC  
Nicholas Fuchs, City of Franklin

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>01/23/2018</b>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>RESOLUTION FOR PROFESSIONAL SERVICES CONTRACT WITH RAPOSA DESIGN ARCHITECTURE FOR DESIGN OF THE PLEASANT VIEW PARK PAVILION (4901 W EVERGREEN STREET) IN THE AMOUNT OF \$28,350</b>	<b>ITEM NUMBER</b>  <i>G. 6.</i>

### **BACKGROUND**

The design and construction of a pavilion at Pleasant View Park is included in the 2018 budget and has been discussed at the Franklin Parks Commission on November 13, 2017, December 11, 2017, and January 8, 2018.

### **ANALYSIS**

The Parks Commission elected to provide a pavilion with the same style as the Vernon Barg Pavilion in the Lions Legend Park II. The architect for the Vernon Barg Pavilion is deceased and Staff has interviewed and solicited another architect that can design a similar structure with updates as needed. Staff has met with Russell J. Raposa, AIA, One Source Design LLC dba Raposa Design Architecture and is comfortable that Mr. Raposa can provide the desired facility with input from the City.

### **OPTIONS**

Authorize signature of the Raposa Design Architecture Professional Services Contract; or

Table

### **FISCAL NOTE**

The 2018 Capital Improvement Fund includes appropriations for the design and construction of a Pavilion in Pleasant View Park. That appropriation will accommodate the subject design contract

### **COUNCIL ACTION REQUESTED**

Resolution to authorize the execution of a professional services contract with Raposa Design Architecture for the design of the Pleasant View Park Pavilion in the amount of \$28,350, pending legal review and technical corrections.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

RESOLUTION TO AUTHORIZE THE EXECUTION OF A PROFESSIONAL SERVICES  
CONTRACT WITH RAPOSA DESIGN ARCHITECTURE FOR THE DESIGN OF THE  
PLEASANT VIEW PARK PAVILION IN THE AMOUNT OF \$28,350

-----

WHEREAS, the City of Franklin is developing Pleasant View Park in the 4900 block of W. Evergreen Street; and

WHEREAS, the current parks plan has identified a pavilion for this park to include a structure similar to the Vernon Barg Pavilion located in the Lions Legend Park II; and

WHEREAS, professional services are needed to design and permit this new pavilion; and

WHEREAS, the Franklin Parks commission has discussed this project and design scope; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that a professional services contract with Raposa Design Architecture be executed for the design services of a new pavilion for Pleasant View Park in the amount of \$28,350.

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

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

APPROVED:

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

ATTEST:

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

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

## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_\_\_th day of \_\_\_\_\_ 2017, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and One Source Design LLC dba Raposa Design (hereinafter "CONTRACTOR"), whose principal place of business is 12690 West Greenbriar Lane, New Berlin, Wisconsin 53151.

## 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 consultation with respect to designing providing construction documents for Pleasant View Park Pavilion.

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 consultation with respect to designing providing construction documents for Pleasant View Park Pavilion, as described in CONTRACTOR's proposal to CLIENT dated November 27, 2017, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

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

## **II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$28,350.00, 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 \$28,350.00 For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the 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. Christine A. Cramer 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, Christine A. Cramer 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	\$2,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$2,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$1,000,000

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

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

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

## **VIII. TIME FOR COMPLETION**

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

## IX. DISPUTES

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

## X. RECORDS RETENTION

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

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

CITY OF FRANKLIN, WISCONSIN

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

PRINT NAME: Stephen R. Olson

TITLE: Mayor

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

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

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

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

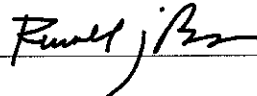
BY: \_\_\_\_\_

PRINT NAME: Paul Rotzenberg

TITLE: Director of Finance and Treasurer

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

One Source Design LLC dba Raposa Design

BY: 

PRINT NAME: Russell J. Raposa

TITLE: Principal

DATE: 11/27/17

APPROVED AS TO FORM:

\_\_\_\_\_

Jesse A. Wesolowski, City Attorney

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



**Proposal # RD157.17**

**OWNER/CLIENT:**

City of Franklin  
Glen Morrow  
Director of Public Works  
9229 W. Loomis Rd.  
Franklin, WI 53132

**PROJECT:**

Pleasant View Park Rest Room

This agreement is made this 27th day of November 2017, by and between Raposa Design and the City of Franklin, WI (Owner/Client).

Raposa Design will provide the following services for each the above stated project:  
Design of Proposed Project based on scope emailed by Glen Morrow above stated project location.

**Architectural Construction Documents to include: (\$7,000.00)**

- Title/Information Sheet
- Floor Plan, Room Finishes & Door Schedule
- Reflected Ceiling Plan, Lighting Fixture Schedule
- Roof Plan
- Exterior Elevations
- Wall Sections & Details
- Fixture Schedule and Specifications

**Architectural Project Administration to include: (\$4,000.00)**

- Plan submittal for City of Franklin Review and Approval.
- Plan Commission Documentation Preparation & Meeting.
- Plan Commission Exhibits.
- Coordination of consultants to include Mechanical Electrical & Plumbing.
- Coordination of Survey and Civil Engineering.
- Coordination with Contractor during construction Phases.
- Shop Drawing Review
- Respond to Contractor RFI's During Bidding & Construction.

**Structural Engineering (\$6,500.00)**

- Foundation Design
- Wall & Roof Design
- Structural Calculations
- Coordination with Contractor during all phases.
- Shop drawing review.
- Respond to Contractor RFI's During Bidding & Construction.

**Mechanical, Electrical and Plumbing Engineering: (\$9,500.00)**

- Design for Mechanical, Electrical and Plumbing Systems
- Calculations for all systems.
- Coordination with Contractor during construction Phases.
- Shop Drawing Review.





**Proposal # RD157.17 (Cont.)**

Page 2 of 7

**Excluded Items:**

Civil Engineering  
Fire Protection Engineering.  
Well Design.  
Soils Engineering.  
Municipality, County and State of Wisconsin Application or Permit Fees.  
Any testing fees required by the Municipality, County or State.

**Service FEE:**

The fee for the above work shall be **Twenty Eight Thousand Three Hundred Fifty Dollars (\$28,350.00)**. Raposa Design will invoice the architectural services, fees and reimbursable expenses monthly on a progress basis as incurred. Owner shall pay Raposa Design within Thirty (30) days of receipt of invoice.

**REIMBURSABLE EXPENSES:**

All reimbursable expenses to include but not limited to reproduction of drawings, mileage, application fees, permit fees and direct costs associated with the above stated project will be billed to the client and charged at cost to client over and above the stated service fee.

Plan Review Fees for the Project are estimated to be \$850.00

Plotting Budget should be \$500.00

**ADDITIONAL WORK:**

Any additional work requested by Owner or Contractor will be performed on a Time & Expense (T&E) basis

At the following Rates:

Principal Architect/Engineer	\$110.00/hr.
Senior Project Architect/Engineer	\$95.00/hr.
Project Architect/Engineer	\$85.00/hr.
Draftsperson	\$65.00/hr.
Administrative/Secretarial	\$50.00/hr.

**Professionalism.**

The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

**Proposal # RD157.17 (Cont.)**

Page 3 of 7

**Pursuant to Law.**

Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all services and any and all materials and/or products provided by Architect under this Agreement shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

**Insurance.**

Architect shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the Client in amounts at least equal to the minimum limits set forth below:

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

Certificates of insurance evidencing the above shall be delivered to the Client upon execution of this Agreement and shall provide that such coverages may not be cancelled or amended without 30 days prior written notice to the Client and naming Client as an additional insured for General Liability.

**Indemnification.**

To the fullest extent permitted by law, Architect shall defend, indemnify and hold harmless Client, Client's officers, employees, agents, boards, commissions and agencies 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 and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of Architect, its officers, directors, employees, agents and consultants with respect to this Agreement.

**Conflict of Interest.**

Architect warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. Architect warrants that it will immediately notify the Client if any actual or potential conflict of interest arises or becomes known to the Engineer. Upon receipt of such notification, a Client review and written approval is required for the Engineer to continue to perform work under this Agreement.



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**Proposal # RD157.17 (Cont.)**

Page 4 of 7

**Governing Law and Disputes.**

This Agreement shall be construed pursuant to the laws of the State of Wisconsin. The venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

**Records.**

Architect shall maintain all of its records pertaining to this Agreement for not less than three years following the completion of this Agreement and shall provide for the inspection and copying of such records by the Client upon request.

**Assignment.**

Architect shall not assign any of its rights, title, interest or obligations under this Agreement without the written permission of the Client, which permission shall not be unreasonably withheld.

**Termination.**

This Agreement may be terminated upon written notice at Client's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Engineer shall terminate performance of services on a schedule acceptable to Client, and Client shall pay Architect for all services performed prior to such termination.

**Time for Completion.**

Architect shall commence immediately upon receipt of a Notice to Proceed, to complete all work required under this Agreement no later than \_\_\_\_\_.



**Proposal # RD157.17 (Cont.)**  
Page 5 of 7

## **STANDARD TERMS AND CONDITIONS**

1. **Services.** The scope of services shall include only the services explicitly set forth on the first page of the proposal (the "Services"). Raposa Design is entitled to rely upon the accuracy of the information which the client provides to Raposa Design.
2. **Payments.** Payments are due without set off or back charges within (30) Thrity days of Client's receipt of invoice. Progress or partial invoices will be sent at the discretion of Raposa Design in accordance with the schedule set forth in the Proposal, as Raposa Design completes certain tasks identified in the Proposal or after significant project submittals. If full payment is not received when due, then Raposa Design may either terminate the Agreement for cause or suspend the Services, in whole or part, until Client pays the outstanding invoice plus any increased costs and/or expenses incurred by Raposa Design because of the suspension. Past due invoices shall bear an interest rate of one and one-half percent (1.5%) per month. Client shall be responsible for all attorney's fees and court costs incurred by Raposa Design in enforcing the terms of this agreement or collecting amounts past due.
3. **Contract Time.** Raposa Design shall commence and complete the Services within a reasonable period of time. Raposa Design is not responsible for any delays arising from or caused by the Clients or its other contractors or consultants, government order or restrictions, acts of God, or any other event or condition beyond Raposa Design's reasonable control. The Contract Time shall be extended for a period of time at least equal to the delay at issue is in effect and The Contract Price shall be adjusted of r any increase in costs Raposa Design may incur as a result of such delay. Raposa Design may terminate this Agreement for cause if the Services are suspended for more than sixty (60) consecutive days.
4. **Indemnification.** Client shall defend, indemnify and hold harmless Raposa Design and its employees, agents successors and assigns from and against any and all the claims, damages, demands, fines, penalties, assessments and expenses, including but not limited to attorney's fees (collectively "Claims"), arising from or relating to the Project, this Agreement or the Services unless any such Claim is caused solely by Raposa Design's negligent or intentional act or omission.
5. **Limitation of Liability and Consequential Damages.** Raposa Design shall not be liable to the client for consequential and/or incidental damages, lost profits or lost opportunities arising from or relating to this Agreement or the Services performed by Raposa Design. Raposa Design's total contractual liability to Client arising from or relating to this Agreement or the Services shall be limited to the total compensation Client has paid to Raposa Design under this Agreement. The limit shall not apply to the proceeds of any insurance policies that may be applicable to the Project, Agreement or Services.
6. **Severability and Complete Agreement.** If any provision of this Agreement or part thereof is invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement is the full and final integrated agreement of the parties, and no hand written or oral communication between the parties before the execution of this



**Proposal # RD157.17 (Cont.)**  
Page 6 of 7

7. Agreement modify or amend this Agreement. For the purposes of this interpreting Agreement, neither party shall be deemed the drafter thereof.
  8. Additional Services. Any additional services performed by Raposa Design made necessary by (a) a change in the applicable law; (b) a change in the Client's program or instructions to Raposa Design; (c) a change in conditions or assumptions made at the time of the Proposal, will be charged at Raposa Design's current billable rate or at an agreed lump sum fee.
  9. Acceptance. These terms and conditions and the terms of the Agreement are the controlling terms of the Agreement and Raposa Design rejects any additional or different terms proposed by the client unless specifically agreed to in writing by Raposa Design. If Client does not sign the Proposal but allows Raposa Design to commence with the Services, It shall be deemed that the Client has accepted the Proposal and all terms and conditions without qualification.
  10. Ownership. Drawings ,Specifications and other documents, including those in electronic form, prepared by Raposa Design and its Consultants are instruments of service for use solely with respect to this project. Raposa Design and its consultants shall be deemed the authors of their respective instruments and shall retain all common law, statutory and other reserved rights, including copyrights.
  11. Reuse of Drawings. The Owner may not use or authorize any other person to use the drawings, specifications, electronic data and other instruments of service, on other projects, additions to this project or completion of this project by other so long as Raposa Design is not adjudged to be in default under this agreement. Reuse without Raposa Design's professional involvement will be at the Owner's sole risk and without liability to Raposa Design.
  12. Marketing. Raposa Design Reserves the right to use images and drawings from this project for marketing Images and drawings could be published in printed materials as well as for our website.
-



**Proposal # RD157.17 (Cont.)**

Page 7 of 7

The above Agreement, Terms and Conditions and referenced Proposal Scope of Services and Fees are agreed upon:

NOTICES

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

In witness whereof, the parties hereto have executed this agreement the day and year first above written.

RAPOSA DESIGN, LLC

CITY OF FRANKLIN

BY: 

BY:

RUSSELL J. RAPOSA

PRINT NAME:

PRINCIPAL

TITLE:

DATE 11/27/17

DATE:

BY:

PRINT NAME:

TITLE:

DATE:



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MEMORANDUM: FROM ENGINEERING

DATE: December 28, 2017

TO: Franklin Parks Commission

COPY: Paul Rotzenberg, City Finance Director

FROM: Glen E. Morrow, PE- City Engineer, Director Of Public Works, Utility Manager *Glen E. Morrow*

SUBJECT: Pleasant View Pavilion cost comparisons to Vernon Barg Pavilion Construction

Per the Parks Commission's request for more information, this memorandum has been prepared to analyze the costs of the design and construction of the Vernon Barg Pavilion at Lions Legend II Park at approximately 8717 W. Drexel Avenue. The budget for a similar pavilion at Pleasant View Park was established in 2015 for \$410,000 and has been carried forward and included in the 2018 budget.

While bid in August 2006, the Contract Documents for the "Lions Legend Park Building" were executed in May 2007 to the low bidder for \$347,670. There were 11 bidders ranging up to \$455,000. The Finance Department helped determine that 2005-2007 historical data indicate that the professional fees to the architect starting in 2005 were \$14,314, the fees to another consultant to administer and inspect the construction of the project were \$58,620 and the total construction cost to the contractor after change order adjustments was \$353,314.

For automatically indexing water and sewer projects the City recently replaced the Consumer Price Indexes (CPI) with the Engineering News Record (ENR) Construction Cost Index (CCI) using a 20 city average. ENR also has a Building Cost Index (BCI) that is more appropriate for this building analysis. Considering the Vernon Barg bid date, the index average for 2006 was 4369. The most recent BCI data published for December 2017 is 5913.81. Therefore, the cost comparisons are as follows:

	2006 dollars	2017 dollars
Architect Design	\$14,314	\$19,375
Construction Admin	\$58,620	\$79,347
Low Bid	\$347,670	\$470,601
High Bid	\$455,000	\$615,881
Construction Contract	\$353,314	\$478,240

The current proposal from Raposa Design Architecture is \$28,350. Working backwards using the ENR BCI, this equates to \$20,944 in 2006 dollars. Engineering Staff is prepared to provide the construction administration for the project. These in-house efforts have not been estimated but could be allocated towards the Park Impact Fees. Note that some miscellaneous costs such as advertising, electrical and sewer connection fees, signage, etc. needed for the Vernon Barg project were not included in this evaluation.

Staff has discussed that although the style for the new Pleasant View pavilion will be similar to the Vernon Barg Pavilion, there will be some modifications that should lessen the construction costs. These theories will be tested when the project is bid and constructed.



APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 01/23/2018
Reports & Recommendations	<b>A RESOLUTION AWARDING BID TO JANKE GENERAL CONTRACTORS, INC. FOR THE CONSTRUCTION OF THE RIVER PARK PATH IN THE AMOUNT OF \$290,436.89.</b>	ITEM NO. <i>G. 7.</i>

### **BACKGROUND**

Pursuant to the direction of the Common Council and the Parks Commission, bids have been received for the construction of the River Park Path. This is a pathway and bridge connecting W. River Park Court and S. River Lane. One bid was received late and a total of five (5) were opened on 01/09/2018. The low bid was from Janke General Contractors, Inc. (Athens, WI) in the amount of \$290,436.89.

### **ANALYSIS**

An attached unit bid evaluation is attached for all bids. No math errors were found.

<b>Bidder</b>	<b>Amount</b>
Concrete Structures, Inc.	\$315,036.12
CW Pupero	\$345,580.60
Lunda	\$440,514.20
NuGen Johnson	\$381,425.00
Janke General Contractors, Inc	\$290,436.89

The Contractor is in the process of preparing the standard agreement for signatures.

### **OPTIONS**

Adopt resolution awarding bid to the low bidder; or

Table

### **FISCAL NOTE**

\$425,000 was included in the 2018 Budget for this project. This project is eligible for Park Impact fees.

### **RECOMMENDATION**

Motion to adopt Resolution No. 2018-\_\_\_\_\_, a resolution awarding bid to Janke General Contractors, Inc. for the construction of the River Park Path in the amount of \$290,436.89.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

A RESOLUTION AWARDED BID TO JANKE GENERAL CONTRACTORS, INC.  
FOR THE CONSTRUCTION OF THE RIVER PARK PATH IN THE AMOUNT OF  
\$290,436.89.

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WHEREAS, the City of Franklin advertised and solicited bids for the construction of a trail and bridge connecting W. River Park Court and S. River Lane; and

WHEREAS, five (5) bids were received by the stated bid opening date and time; and

WHEREAS, the low bidder was Janke General Contractors, Inc. of Athens, WI with a bid of \$290,436.89; and

WHEREAS, Janke General Contractors, Inc. is a qualified pathway and bridge contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract at the total base bid of \$290,436.89 to Janke General Contractors, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, Janke General Contractors, Inc. be awarded the contract for the construction of a new pathway and bridge connecting W. River Park Court and S. River Lane.

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

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

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

APPROVED:

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

ATTEST:

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

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

2018 RIVER PARK PATH

ITEM NO.	BID QUANT	UNIT	UNIT DESCRIPTION	Concrete Structures		C.W. Purpero		Lunda		NuGen Johnson LLC		Janke General Contractors Inc.		AVG UNIT PRICE
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	1	LS	Mobilization	\$50,400.00	\$50,400.00	\$30,000.00	\$30,000.00	\$135,540.00	\$135,540.00	\$122,462.26	\$122,462.26	\$16,000.00	\$16,000.00	\$70,880.45
2	1	LS	Clearing and Grubbing	\$11,000.00	\$11,000.00	\$5,700.00	\$5,700.00	\$11,616.00	\$11,616.00	\$5,750.00	\$5,750.00	\$4,500.00	\$4,500.00	\$7,713.20
3	585	CY	Excavation Common	\$8.25	\$4,826.25	\$33.00	\$19,305.00	\$8.25	\$4,826.25	\$8.25	\$4,826.25	\$18.00	\$10,530.00	\$15.15
4	72	CY	Cast-in-Place Reinforced Concrete for Bridge	\$750.00	\$54,000.00	\$1,128.00	\$81,216.00	\$900.00	\$64,800.00	\$885.00	\$63,720.00	\$785.00	\$56,520.00	\$889.60
5	1	LS	Wood Railing for Bridge Approaches	\$6,919.00	\$6,919.00	\$7,300.00	\$7,300.00	\$7,000.00	\$7,000.00	\$6,138.00	\$6,138.00	\$4,800.00	\$4,800.00	\$6,431.40
6	1	LS	Pre-Fabricated Engineered Bridge	\$85,000.00	\$85,000.00	\$85,500.00	\$85,500.00	\$110,000.00	\$110,000.00	\$71,000.00	\$71,000.00	\$77,500.00	\$77,500.00	\$85,800.00
7	1	LS	Excavation and Backfilling for Bridge	\$9,500.00	\$9,500.00	\$11,000.00	\$11,000.00	\$12,500.00	\$12,500.00	\$12,500.00	\$12,500.00	\$10,000.00	\$10,000.00	\$11,100.00
8	544	LF	Driven HP Steel Pile Bridge	\$40.00	\$21,760.00	\$31.25	\$17,000.00	\$40.00	\$21,760.00	\$48.00	\$26,112.00	\$47.00	\$25,568.00	\$41.25
9	1	LS	Crack Damage Survey	\$575.00	\$575.00	\$1,200.00	\$1,200.00	\$500.00	\$500.00	\$1,150.00	\$1,150.00	\$2,500.00	\$2,500.00	\$1,185.00
10	1	LS	Vibration Monitor / Seismograph	\$800.00	\$800.00	\$780.00	\$780.00	\$600.00	\$600.00	\$1,500.00	\$1,500.00	\$2,100.00	\$2,100.00	\$1,156.00
11	1	LS	Waterway Scour Protection for Bridge	\$2,155.00	\$2,155.00	\$8,200.00	\$8,200.00	\$6,500.00	\$6,500.00	\$2,788.00	\$2,788.00	\$2,000.00	\$2,000.00	\$4,328.60
12	115	CY	Base Aggregate 1 1/4"	\$50.00	\$5,750.00	\$63.50	\$7,302.50	\$50.00	\$5,750.00	\$50.00	\$5,750.00	\$24.00	\$2,760.00	\$47.50
13	45	TON	HMA Pavement Binder Course	\$146.00	\$6,570.00	\$126.00	\$5,670.00	\$146.00	\$6,570.00	\$146.00	\$6,570.00	\$149.00	\$6,705.00	\$142.60
14	35	TON	HMA Pavement Surface Course	\$152.00	\$5,320.00	\$132.00	\$4,620.00	\$152.00	\$5,320.00	\$152.00	\$5,320.00	\$155.00	\$5,425.00	\$148.60
15	1,250	SY	Topsoil	\$3.00	\$3,750.00	\$3.50	\$4,375.00	\$3.00	\$3,750.00	\$3.00	\$3,750.00	\$4.00	\$5,000.00	\$3.30
16	1,250	SY	Mulching	\$0.40	\$500.00	\$0.42	\$525.00	\$0.15	\$187.50	\$1.25	\$1,562.50	\$0.50	\$625.00	\$0.54
17	1,010	S/LF	Silt Fence	\$1.90	\$1,919.00	\$2.00	\$2,020.00	\$1.59	\$1,605.90	\$1.50	\$1,515.00	\$2.25	\$2,272.50	\$1.85
18	710	SY	Erosion Mat Class I Type A	\$1.50	\$1,065.00	\$1.50	\$1,065.00	\$1.10	\$781.00	\$1.50	\$1,065.00	\$1.75	\$1,242.50	\$1.47
19	4	EA	Inlet Protection Type C	\$75.80	\$303.20	\$79.00	\$316.00	\$49.00	\$196.00	\$45.00	\$180.00	\$117.00	\$468.00	\$73.16
20	2	EA	Tracking Pad	\$2,700.00	\$5,400.00	\$2,000.00	\$4,000.00	\$2,700.00	\$5,400.00	\$750.00	\$1,500.00	\$1,100.00	\$2,200.00	\$1,850.00
21	0.79	CWT	Fertilizer Type A	\$353.50	\$279.27	\$365.00	\$288.35	\$90.00	\$71.10	\$100.00	\$79.00	\$191.00	\$150.89	\$219.90
22	35	LBS	Seeding Mixture No. 20	\$8.10	\$283.50	\$8.45	\$295.75	\$7.90	\$276.50	\$10.00	\$350.00	\$8.00	\$280.00	\$8.49
23	4	EA	Posts Wood 4x4-Inch x 10 Ft	\$101.00	\$404.00	\$105.00	\$420.00	\$70.00	\$280.00	\$100.00	\$400.00	\$75.00	\$300.00	\$90.20
24	16.5	SF	Signs Type I Reflective H	\$35.40	\$584.10	\$37.00	\$610.50	\$18.10	\$298.65	\$25.00	\$412.50	\$22.00	\$363.00	\$27.50

## 2018 RIVER PARK PATH

ITEM NO.	BID QUANTITY	UNIT	UNIT DESCRIPTION	Concrete Structures		C.W. Purpero		Lunda		NuGen Johnson LLC		Janke General Contractors Inc.		AVG UNIT PRICE
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
25	475	CY	Excavation Below Subgrade	\$2.00	\$950.00	\$21.50	\$10,212.50	\$2.00	\$950.00	\$2.00	\$950.00	\$33.00	\$15,675.00	\$12.10
26	475	CY	Base Aggregate Dense 3-Inch	\$20.00	\$9,500.00	\$34.20	\$16,245.00	\$20.00	\$9,500.00	\$20.00	\$9,500.00	\$23.00	\$10,925.00	\$23.44
27	1,120	CY	Borrow	\$17.00	\$19,040.00	\$8.00	\$8,960.00	\$17.00	\$19,040.00	\$17.00	\$19,040.00	\$15.00	\$16,800.00	\$14.80
28	44	LF	Depressed "No Head" Curb and Gutter	\$36.50	\$1,606.00	\$116.00	\$5,104.00	\$36.50	\$1,606.00	\$54.00	\$2,376.00	\$37.25	\$1,639.00	\$56.05
29	127	SF	Modular Block W/a	\$38.40	\$4,876.80	\$50.00	\$6,350.00	\$25.90	\$3,289.30	\$24.87	\$3,158.49	\$44.00	\$5,588.00	\$36.63
			TOTAL BASE BID (Items 1 through 29)		\$315,036.12		\$345,580.60		\$440,514.20		\$381,425.00		\$290,436.89	

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/23/2018
Reports & Recommendations	CONTRACT NEGOTIATIONS WITH JOHNS DISPOSAL SERVICE, INC	ITEM NO. <i>G. 8.</i>

### **BACKGROUND**

At the August 1, 2017, Common Council meeting:

*Alderman Taylor moved to direct staff to re-negotiate with Johns Disposal for the contract for disposal services to 2022 with no change in service from the current contract. Seconded by Alderman Dandrea. All voted Aye; motion carried.*

### **ANALYSIS**

Staff has been negotiating a contract extension at the direction of Common Council with Johns Disposal Service. Johns has requested three modifications to the current contract and Staff believes these are warranted for Common Council consideration:

1. New Constructions / Units Added. Currently, the contract states that new homes can be added to our billing only twice per year. In 2017 Staff made a great effort to reconcile solid waste customers and discovered that it is beneficial to update numbers each month. Franklin also made a modification to allow immediate billings for new customers. Currently, Johns is providing service to new customers without compensation.
2. Yard Waste Collection. Johns provides Yard Waste three (3) times per. The policy requires residents to place yard waste in paper and compostable bags. Very few residents abide by this requirement that requires Johns to provide additional transportation to a facility where plastic bags are removed manually. Staff has had many discussions on options for how to change this operation but all options involve more cost.

To maintain the current practice of placing yard waste in plastic bags, John's would like an increase for yard waste collection from \$18,086.18 per collection to \$20,000.00 per collection (an increase of \$1,913.82 per collection or \$5,741.46 per year).

3. Bond. Johns would like to request that the City consider removing the Bond requirement from the contract. Staff agrees that Johns has demonstrated that they complete their work in an exceptional manner. In addition, Johns is reimbursed for their services after-the-fact so any problems could be resolved before payment is made.

### **OPTIONS**

- Agree with above comments and direct Staff to finalize a contract extension with Johns Disposal Services; or
- Direct Staff to finalize a contract extension with Johns Disposal Services with additional direction; or
- Table

### **FISCAL NOTE**

Not at this time

### **RECOMMENDATION**

Direct Staff to finalize a contract extension with Johns Disposal Services considering the three changes to the contract as outlined above.

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 01/23/18
Reports & Recommendations	<b>SUBJECT:</b> Approval of revised rates of service for street and utility construction inspection for the years 2018 and 2019	<b>ITEM NO.</b> <i>G.9.</i>

### **BACKGROUND**

Pursuant to Common Council policy, to supplement the City Engineering Department, consultant engineering firms are employed to inspect the installation of public utilities and construction of roadways in public right-of-ways and easements. This inspection is most commonly used for private development. The developers pay for this inspection.

### **ANALYSIS**

1. Three firms are providing outstanding service and are used in an ongoing rotation. Those firms are:  
  

Graef  
raSmith  
Ruekert-Mielke
2. The term of consultant employment is two years.
3. The consultants were asked to independently submit their proposed rates to the City. Upon receiving the three sets of rates, Engineering staff established a reasonable, blended set of rates, which amounted to a 4% increase from the previous term. All three firms have confirmed that the blended rates are acceptable.
4. Each firm's staff have proved to adequately perform and are again seeking assurance of inspection work to maintain staffing levels. Given these firms have enough qualified personnel including much needed supervision for coordination; it is the recommendation of staff to increase rates for 2018 and 2019 to the proposed rates.

### **OPTIONS**

Extend agreements with rates for 2018 and 2019

### **FISCAL NOTE**

Rates of compensation for inspection services will be common for all firms and as charged to developers.

### **RECOMMENDATION**

Motion for approval of revised rates of service for street and utility construction inspection for years 2018 and 2019.

Encl.

**PROPOSED INSPECTION CHARGE OUT RATES FOR 2018 AND 2019**  
**AND COMMON TERMS OF AGREEMENT**  
**CITY OF FRANKLIN**  
**January 10, 2018**

Three firms (Graef, raSmith, and Ruekert-Mielke) have submitted charge-out rates for 2018 and 2019. The rates have been blended to establish one set of rates for each firm, which amounts to a 4% increase from the previous term.

	2016-2017	2018-2019
	Current	Proposed
Construction Supervisor	\$128/hr	\$133/hr
Tech III	\$92/hr	\$96/hr
Tech II	\$82/hr	\$85/hr
Tech I	\$64/hr	\$67/hr
Survey Crew (two-person)	\$180/hr	\$187/hr
Survey Crew (one-person)	\$130/hr	\$135/hr
CADD Tech IV	\$98/hr	\$102/hr

- Mileage will be based on City rate.
- Tech III's are the senior and most experienced techs, with more than 10 years progressive experience. Tech II's are experienced with more than five years progressive experience. Tech I's should be committed full-time employees gaining experience.
- Subdivision development must be inspected primarily by either a Tech III or Tech II. A Tech I can be used only as a "second" or associate on site with a Tech III present.
- As-built, punch list crew members will be billed out as individual involved i.e., one Tech III, one Tech I, etc.
- Each firm must provide a certificate of insurance.



APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/23/2018
REPORTS AND RECOMMENDATIONS	RESOLUTION TO DEVELOP FRANKLIN HOUSING PLAN	ITEM NUMBER <i>G.10.</i>

### **BACKGROUND**

To ensure a stable and affordable supply of water for the Franklin Water Utility customers, the Franklin Board of Water Commissioners is in the process of exploring future water supplies to obtain the best possible wholesale and retail rates for our customers. These options include Oak Creek, Milwaukee, and Racine.

The Milwaukee Water Works has conditions attached to sale of "Milwaukee" water as required by their Common Council. Most requirements have been met. The Milwaukee Common Council conditions sale of water on the purchasing community furthering affordable housing.

### **ANALYSIS**

To comply with Milwaukee's Common Council policy for serving areas outside of their city, Staff has been assembling a multitude of documents. One requirement is to provide a housing plan *"pursuant to s. 66.1001, Wis. Stats., and, if the plan has not been completed, indicate the status of the community's compliance with each of the 9 requirements which comprise s. 66.1001 (2), Wis. Stats.D-2. A comprehensive housing plan and can demonstrate that such plan has resulted in the creation of affordable housing opportunities that have resulted in racial, age and income diversification, with data on the percentage of population in assisted and affordable housing that is age 30 or less, above age 30 and below 65, and age 65 and above."*

This plan does not need to be accomplished for negotiations to continue, but they would require that the plan be adopted as a condition to receiving water. Staff will need time to develop the plan with the aid of a consultant.

### **OPTIONS**

Authorize staff to locate a consultant for the development of a housing plan and return to Common Council with a professional services contract; or

Table

### **FISCAL NOTE**

This activity was not anticipated in the 2018 budget and staff would need to identify the funding source once a scope and fee is established. Development of this plan could have significant impact to the Franklin Water Utility finances.

### **COUNCIL ACTION REQUESTED**

Resolution to authorize staff to locate a consultant for the development of a housing plan and return to Common Council with a professional services contract.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

A RESOLUTION TO DEVELOP A FRANKLIN HOUSING PLAN

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WHEREAS, the City of Franklin has a 2025 comprehensive master plan adopted October 21, 2009; and

WHEREAS, The 2025 Comprehensive Master Plan focuses on the following elements: Issues and Opportunities; Agricultural, Natural and Cultural Resources; Economic Development; Land Use; Housing; Transportation; Utilities & Community Facilities; and Intergovernmental Cooperation; and

WHEREAS, the current housing plan lacks sufficient detail to create sufficient affordable housing opportunities that result in racial, age and income diversification, nor does it contain data on the percentage of population in assisted and affordable housing that is age 30 or less, above age 30 and below 65, and age 65 and above; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Franklin Staff is directed to locate a consultant for the development of a housing plan and return to Common Council with a professional services contract

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

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



APPROVED:

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

ATTEST:

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

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

<b>APPROVAL</b>   	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>1/23/2018</b>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Police &amp; Fire Commission Request to Revise the Job Description for Police Patrol Officer</b>	<b>ITEM NUMBER</b>  <b>G.11.</b>

The Police & Fire Commission has requested changes to the job description for Police Patrol Officer. The Police Chief concurs with the request.

Throughout the country it is becoming more and more difficult to attract quality candidates for Police Officer positions. More communities are beginning to allow for lateral transfer pay to attract experienced officers. Many municipalities have eliminated degree requirements and have reverted back to accepting the State minimum requirements.

The State minimum qualification for Police Officers requires an applicant to have 60 college credits (in any field) but does not require an Associate Degree. The City of Franklin has required an Associate Degree for many years. Although the Commission would like to keep the Associate Degree requirement for inexperienced applicants, they are requesting to eliminate the Degree requirement for those applicants that have been continuously employed as a law enforcement officer for three years. It is felt that the 3 years experience is more important than the attainment of a degree, which may not even be in police science.

The second change to the job description is to reflect the change from the 520 hour Police Academy to the new 720 hour requirement. (Certification is valid for 3 years, so we may see applicants with the 520 or 720 certification for the next couple years.)

The above changes were taken to the Personnel Committee for their consideration on Monday, December 18, 2017. The Personnel Committee recommended approval of the revised job description on a 4/1 vote.

The revised job description showing the changes recommended by the Police & Fire Commission is attached for your review.

### **COUNCIL ACTION REQUESTED**

Motion to approve the revised job description for Police Patrol Officer.

**CITY OF FRANKLIN**  
**Job Description**

**Job Title:** Patrol Officer  
**Department:** Police  
**Appointing Authority:** Chief of Police/Fire and Police Commission  
**Reports To:** Sergeant of Police  
**Salary Grade:**  
**FLSA Status:** Non-Exempt  
**Prepared By:** Dana Zahn  
**Prepared Date:** ~~November 13, 2013~~ December 4<sup>th</sup>, 2017  
**Approved By:** Common Council  
**Approved Date:** ~~November 19, 2013~~

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**Summary**

The Patrol Officer performs a variety of law enforcement and social services work that enhances the safety, security, civil order, and stable atmosphere of the community. Duties include but are not limited to security and crime prevention patrols; traffic control and traffic law enforcement; investigation and first aid at accident scenes; response to calls for service including rescues, crimes, and community service; and detection, investigation, apprehension, and arrest of persons involved in crimes or misconduct.

**Essential Duties and Responsibilities**

Essential duties and responsibilities include the following. Other duties may be assigned.

Enforce all City and State codes, ordinances, laws and regulations (both traffic and criminal) in order to ensure public safety, prevent crime, and promote security.

Perform security patrols, traffic control, investigation and first aid at accidents; detect, investigate, apprehend, and arrest persons involved in crimes or misconduct.

Use sound judgment in deciding course of action, handle difficult and emergency situations, with or without assistance, in a manner appropriate for the situation and exercises rational judgment in all job responsibilities

Carry out duties in conformance with Federal, State, County, and City laws and ordinances.

Work cooperatively with supervisors and coworkers, direct traffic, patrol City streets, parks, commercial and residential areas to preserve the peace and enforce the law, control vehicular traffic, prevent, detect and investigate misconduct involving ordinance violations, misdemeanors, felonies and other law violations and to otherwise serve and protect.

Job Description  
Police Patrol Officer

Respond to emergency radio calls and investigate accidents, robberies, civil disturbances, domestic disputes, fights, drunkenness, missing children, prowlers, abuse of drugs, etc. Take appropriate law enforcement action.

Interrogate suspects. Question witnesses and drivers. Gather and preserve evidence. Apprehend and arrest violators. Investigate and render assistance at scenes of vehicular accidents. Summon ambulances and other law enforcement vehicles. Take measurements, and photographs, document information, and draw diagrams of scenes.

Conduct follow-up investigations of crimes committed during assigned shift. Seek out and question victims, witnesses and suspects. Develop leads and tips. Search scenes of crimes for clues. Protect, collect, preserve and describe evidence. Analyze and evaluate evidence and apprehend/arrest offenders. Prepare thorough documentation. Prepare cases and testify in court proceedings.

Prepare a variety of reports and records in conformance with department policy, procedure and standards of accuracy including officers' daily logs, reports of investigation, field interrogation reports, alcohol reports, influence reports, intoximeter check list, bad check form, vehicle impoundment form, traffic hazard reports, etc.

Undertake community oriented police work, and assist citizens with such matters as locked or stalled vehicles, crime prevention, Drug Abuse Resistance Education (DARE), traffic safety, etc.

Coordinate activities with other officers or other City departments as needed; promptly notify and exchange information with officers in other law enforcement agencies, and obtain advice from the City Attorney, Court Administrator, and Municipal Prosecutor's Office regarding cases, policies and procedures, as needed and assigned.

Maintain contact with police supervisory personnel to coordinate investigation activities, provide mutual assistance during emergency situations and provide general information about Department activities.

Effectively communicate with suspects, witnesses, victims, the public and other law enforcement personnel.

The ability to maintain confidentiality of information.

Maintain departmental equipment, supplies and facilities.

Serve as a member of various committees as requested.

Regular, predictable and punctual attendance.

Ability to work extended or irregular hours.

Enforces all City and State codes, ordinances, laws and regulations (both traffic and criminal) in order to ensure public safety, prevent crime, and promote security.

Exercises rational judgment in all job responsibilities.

Maintains the confidence and trust of peers, subordinates, superiors, and citizens.

Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment.

Other duties as assigned by supervisors.

Any and all other duties as assigned by the Chief of Police.

**Supervisory Responsibilities**

Works under the close supervision of the Sergeant of Police.

**Qualifications**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience**

Must have either a 2 year associate degree or a 4 year degree from an accredited college. The WI State requirement of 60 college credits will be acceptable only if the applicant has been continuously employed as a law enforcement officer for three years. Must have either completed a Wisconsin 520 520 or 720 hours basic law enforcement training course (certifiable) or another state's equivalent or must be certified as a Wisconsin Law Enforcement Officer or another state's equivalent. An applicant must be at least 21 years of age at time of application.

**Language Skills**

Ability to read, analyze, and interpret professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

**Mathematical Skills**

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

**Reasoning Ability**

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**Computer Skills**

To perform this job successfully, an individual should have knowledge of Microsoft Word and other police department related software. Ability to work with various computer hardware and other computer related equipment.

**Certificates, Licenses, Registrations**

Valid Wisconsin Driver's License

Maintain a current Basic Law Enforcement Training Certification

Firearms Certification, and must qualify for firearms four times annually.

Ability to meet Department's physical standards.

Maintain Intoximeter Certification.

Maintain Preliminary Breath Test Certification.

Radar Certification.

Maintain CPR/First Responder Certification.

Firearms Certification, and must qualify for firearms, four times annually.

The following certifications are to be obtained as assigned:

- Wisconsin Drug Screen Test Kit
- Narcotics Identification Kit
- Canine Certification
- D.A.R.E. Certification
- Field Training Officer Certification

#### **Physical Demands**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk and sit. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

#### **Work Environment**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles and outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; toxic or caustic chemicals; risk of electrical shock; explosives and vibration. The noise level in the work environment is usually moderate. At certain times the noise level may be very loud (fire arms training and emergency vehicle response).

#### **Other Qualifications**

**Tools and Equipment:** Police car, police radio, handgun and other weapons as required, baton, handcuffs, first aid equipment, personal computer, telephone, fax, copy machine, calculator, typewriter, intoximeter, and oleoresin capsicum spray.

#### **Other Skills and Abilities**

Analyze and recommend improvements to equipment and facilities, as needed.

Schedule and conduct meetings.

Maintain liaison with community groups.

Job Description  
Police Patrol Officer

Confer with citizens and officials on law enforcement and community problems, attempting to resolve problems and recommend appropriate programs and activities.

Answer telephone; provide information, advice and guidance; take and relay messages and/or direct calls to appropriate personnel; return calls as necessary. Prepare various reports, forms, invoices, correspondence, and other documentation; Process, complete, maintain, and/or forward, as appropriate; files and logs.

Attend meetings, training sessions and seminars as required to remain knowledgeable of City/departmental operations, to promote improved job performance, and to stay current with changing policies and procedures, codes, and criminal/civil case law.

Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment. Ability to learn the applicable laws, ordinances, and department rules and regulations

Skill in operating the tools and equipment listed above.

Ability to perform work requiring good physical condition and stable/balanced mental condition

Ability to establish and maintain effective working relationships with peers, and supervisors.

Ability to identify problems and opportunities, reviewing possible alternative course of action before selecting one, utilizing information resources available when making decisions, sometimes under extreme pressure or stress.

Ability to develop feasible realistic solutions to problems, recommending actions designed to prevent problems from occurring and referring problems to supervisions when necessary.

Ability to establish systematic methods of accomplishing goals.

Ability to effectively convey ideas and information both in written and oral form

Ability to effectively read and understand information contained in memos, reports, bulletins, etc.

Ability to evaluate or make independent decisions, based upon experience or knowledge, without supervision, sometimes under extreme pressure or stress.

Ability to follow instructions from supervisor, verbally or in written form.

Ability to set priorities in order to meet assignment deadlines

Any and all other duties as assigned by the Chief of Police.

**Miscellaneous**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.