APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/05/2018
REPORTS AND RECOMMENDATIONS	RESOLUTION TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH VH ASPEN WOODS LLC FOR THE DEVELOPMENT OF ASPEN WOODS SUBDIVISION PHASE I LOCATED ON S. 51ST STREET AND W. PUETZ ROAD	ITEM NUMBER G.13.

BACKGROUND

Pursuant to the approval of Aspen Woods Subdivision Phase I, it is necessary to enter into a subdivision development agreement with an estimated cost of improvements to the developer of $2,128,387.80.

ANALYSIS

The infrastructure and services required are those to complete development.

The final plat for Aspen Woods Subdivision is scheduled to come before Common Council at the July 17, 2108, meeting.

Approval of this subdivision development agreement will meet said conditions.

OPTIONS

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

FISCAL NOTE

The Bond includes the cost of improvements with contingencies. The Bond will remain in effect until the improvements are completed and approved by the developer.

COUNCIL ACTION REQUESTED

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

Department of Engineering GEM

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

ASPEN WOODS SUBDIVISION

PHASE I

May 2018

SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE I

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

WITNESSETH:

WHEREAS, the Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this agreement and the exhibits hereto (the "Improvements"), and

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

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

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

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

1. The legal description of the Subdivision is set forth on attached Exhibit "A".

2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".

3. The Subdivider shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Subdivider shall take bids, and award contracts (the "Improvements Contracts") for and install all of the Improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is Two Million, One Hundred Twenty Eight Thousand, Three Hundred Eighty Seven and 00/100 Dollars as itemized in attached Exhibit "D".

5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee" which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of $2,128,387.80, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee shall be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Guarantee Issuer") reasonably satisfactory to the City for the City as "Beneficiary" in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5, except as set forth under Paragraph 13 below.

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

   In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee, (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

   Any funds remaining in such escrow deposit after all of the Subdivider's obligations hereunder have been fully paid for, satisfied and completed, shall be returned to the Subdivider upon the City's receipt of the written consent of the Guarantee Issuer.

7. The following special provisions shall apply:

   (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.

   (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.

(c) Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.

(d) Easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.

(e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.

(f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's obligations under this Paragraph 8, as to any improvement, terminates upon acceptance of that improvement by the City.

9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.

10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.

11. Except as otherwise provided in Paragraph 12 below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

(a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider,

(b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors,

(c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period,

(d) the violation by the Subdivider or by any of said subcontractors of any law, rule, regulation, order or ordinance, or

(e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.

12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.

13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to or greater than 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5 above.

14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14 and has filed certificates thereof with the City:

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

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

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

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

(b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16.. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.

17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of Sections 236.13(2)(a), 236.13(2)(b), and 236.13(2)(c) Wis. Stats.

18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Section 21.40 of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

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

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

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

SEALED IN PRESENCE OF: VH Aspen Woods LLC
(A Wisconsin Corporation)

By:_____
Name:_____
Authorized Officer and Signatory

Party of the First Part

STATE OF WISCONSIN)ss.
_____ COUNTY)

Personally came before me this _____ (day) of _____, 2018, the above named _____ of VH Aspen Woods LLC and acknowledged that he executed the foregoing instrument as such officer as the deed of said VH Aspen Woods LLC by its authority.

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

CITY OF FRANKLIN

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

COUNTERSIGNED:

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

Parties of the Second Part

STATE OF WISCONSIN) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2018, the above named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution File No. _____, adopted by its Common Council on this _____ day of _____ _____, 2018.

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

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

Form approved:

_____
Jesse Wesolowski, City Attorney

INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE I

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

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE I

LEGAL DESCRIPTION
OF SUBDIVISION

Aspen Woods Phase I

Part of Lot 4 of Certified Survey Map No. 7754, recorded in the Register of Deeds office for Milwaukee County on May 9, 2006, as Document No. 9231593, being a redivision of Parcel 1 of Certified Survey Map No. 4397, Parcels 1 and 2 of Certified Survey Map No. 6185 and Lot 2 of Certified Survey Map No. 7733, being a part of the Northwest 1/4 of the Northeast 1/4 and the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 23; thence South 87°-49'-18" West along the North line of said Northeast 1/4, a distance of 654.50 feet; thence South 00°-27'-19" East, a distance of 40.00 feet to the Southerly right-of-way line of West Puetz Road, said point also being the Northeast corner of said Lot 4; thence South 87°-49'-16" West along said Southerly line, a distance of 567.68 feet to the point of beginning; thence South 02°-10'-45 East, a distance of 222.27 feet; thence North 87°-49'-16" East, a distance of 102.87 feet; thence South 02°-00'-36" East, a distance of 401.59 feet; thence South 88°-47'-56" West, a distance of 260.26 feet; thence North 64°-55'-33" West, a distance of 70.00 feet; thence South 89°-34'-06" West, a distance of 76.75 feet; thence South 00°-25'-54" East, a distance of 78.63 feet; thence South 27°-50'-05" West, a distance of 31.99 feet; thence South 09°-58'-07" West, a distance of 30.79 feet; thence South 12°-59'-06" East, a distance of 113.22 feet; thence South 02°-00'-22" East, a distance of 205.00 feet; thence South 87°-59'-38" West, a distance of 41.25 feet; thence Northwesterly 60.00 feet along a curve to the right having a radius of 120.00 feet, the chord of said curve bears North 77°-40'-51" West, a chord distance of 59.38 feet; thence South 26°-38'-39" West, a distance of 234.34 feet; thence South 02°-00'-36" East, a distance of 50.00 feet to the South line of said Lot 4; thence South 87°-59'-24" West along said South line, a distance of 468.91 feet to a Southwest corner of said Lot 4; thence North 00°-25'-54" West along a West line of said Lot 4, a distance of 112.66 feet to a West corner of said Lot 4; thence North 48°-27'-01" East along a West line of said Lot 4, a distance of 229.52 feet to a West corner of said Lot 4; thence North 02°-06'-31" West along a West line of said Lot 4, a distance of 165.00 feet to a West corner of said Lot 4; thence North 87°-53'-29" East along a West line of said Lot 4, a distance of 111.30 feet to a West line of said Lot 4; thence North 00°-25'-54" West along a West line of said Lot 4, a distance of 235.24 feet to a West corner of said Lot 4; thence South 87°-55'-39" West along a West line of said Lot 4, a distance of 97.82 feet to a West corner of said Lot 4; thence South 87°-51'-55" West along a West line of said Lot 4, a distance of 181.66 feet to a West corner of said Lot 4; thence North 00°-25'-54" West along a West line of said Lot 4, a distance of 112.65 feet to a West corner of said Lot 4; thence South 87°-51'-55" West along a West line of said Lot 4, a distance of 386.84 feet to a West corner of said Lot 4, said point being on the Easterly right-of-way line of South 51st Street; thence North 00°-25'-54" West along said Easterly right-of-way line, a distance of 473.42 feet to a Northwest corner of said Lot 4; thence North 48°-44'-26" East along a North line of said Lot 4, a distance of 13.23 feet to a Northwest corner of said Lot 4, said point being on the Southerly right-of-way line of West Puetz Road; thence North 87°-49'-16" East along said Southerly right-of-way line, a distance of 106.30 feet to a North corner of said Lot 4; thence Northeasterly 134.19 feet along said Southerly right-of-way line on a curve to the left having a radius of 2,336.59 feet, the chord of said curve bears North 86°-10'-33" East, a chord distance of 134.17 feet to a North corner of said Lot 4; thence North 84°-31'-50" East along said Southerly right-of-way line, a distance of 279.59 feet to a North corner of said Lot 4; thence Northeasterly 129.59 feet along said Southerly right-of-way line on a curve to the right having a radius of 2,256.59 feet, the chord of said curve bears North 86°-10'-33" East, a chord distance of 129.57 feet to a North corner of said Lot 4; thence North 87°-49'-16" East along said Southerly right-of-way line, a distance of 672.09 feet to the point of beginning and containing 25.396 acres (1,106,273 sq. ft.) of land more or less.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE I

GENERAL DESCRIPTION
OF
REQUIRED SUBDIVISION
IMPROVEMENTS

Description of improvements required to be installed to develop (ASPEN WOODS SUBDIVISION) Subdivision (the Development).

*S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments.

*C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement.

(N.A.) Denotes improvement is not required to be installed in the Subdivision.

(1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

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

1. Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan. *S

2. Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and specifications. *S

3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S

4. Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area. *S

5. Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. *S

6. Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area. *S

7. Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City. *S

8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S

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

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE I

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

A. The Subdivider shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.

B. All improvements shall be installed in accordance with all City specifications and ordinances.

C. The entire Subdivision as proposed shall be recorded.

II. LOT SIZE AND UNIT SIZE

A. Lots

1. All lots shall be as shown on the final approved plat.

B. Units

1. The minimum area of any living unit built in the project shall be as specified in the Franklin Zoning Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

III. WATER SYSTEM

A. Availability

1. Each and every lot in the Subdivision shall be served by a water main.

2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.

3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.

4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both organizations shall have free and unlimited use of the water.

B. Construction

1. All construction shall be in accordance with the specifications of the City.

2. Inspection of the work shall be at the Subdivider's expense.

3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer.

2. Laterals shall be laid to the lot line of each and every lot.

3. No adjacent property needs extension of sanitary sewer or water.

V. STORM DRAINAGE

A. Components

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

B. Endwalls

1. Endwalls shall be approved by the City Engineer.

2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.

2. The aesthetic design of said structures shall be approved by the Architectural Board.

3. The structural design of said structures shall be done by an engineer or architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

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

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

VI. STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.

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

B. Names

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

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.

2. All streets shall be constructed with 8" of stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

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

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

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

D. Snow Removal and Ice Control

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

a) The plat is recorded, <u>and</u>

b) The streets have been provisionally approved by the City.

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:

   a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Subdivider and the City.

   b) Side slopes no steeper than 4:1.

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

2. Pedestrian

a) The pedestrian walks shall be paved with chips as required by the City Engineer and shall be five (5) feet wide.

b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:

a) The sanitary and storm sewer and water mains have been installed, tested and approved.

b) Drainage has been rough graded and approved.

c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.

d) The plat has been recorded.

e) All Subdivision monuments have been set.

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

B. Occupancy Permits

No temporary occupancy permits shall be issued until:

a) Streets have been paved except for the final lift of asphalt.

b) The gas, telephone and electrical services have been installed and are in operation.

c) The water system is installed, tested and approved.

d) The site is stabilized and all drainage facilities have been re-certified.

IX. DEED RESTRICTIONS

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

B. The time of completion of improvements.

1. The Subdivider shall take all action necessary so as to have all the improvements specified in this agreement installed and approved by the City before two years from the date of this agreement.

2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed $250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of $250,000.00, but not in excess of $500,000.00, and one-and-one-fourth percent (1¼ %) of said cost in excess of $500,000.00. At the demand of the Subdivider or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Subdivider. Evidence of cost shall be in such detail and form as required by the City Engineer.

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

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE I

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	$ 414,850.90
Sanitary System	268,150.00
Water System	282,590.00
Storm Sewer System	216,415.00
Paving (including sidewalk)	262,369.05
Street Trees (60 x $400)	24,000.00
Street Lights (4) @ $5,000	20,000.00
Street Signs	2,519.85
Underground Electric, Gas and Telephone	75,000.00
Retention Basins	110,000.00
SUBTOTAL	$1,675,894.80
Engineering/Consulting Services	----------
Municipal Services (7% of Subtotal)	117,313.00
Contingency Fund (20% of Subtotal)	335,179.00
TOTAL:	$2,128,387.80

Total: Two Million, One Hundred Twenty Eight Thousand, Three Hundred Eighty Seven and 80/100 Dollars.

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

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE I

ADDITIONAL SUBDIVISION REQUIREMENTS

1. The Subdivider agrees that it shall pay to the City of Franklin the street light installation and underground wiring costs as determined by the WE Energies Company for four (4) 92-watt LED Oval light(s).

2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in section 15-8.0204 a-f of the UDO.

3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in section 15-8.0203H 1-5 of the UDO.

4. The Subdivider agrees to pay the City for street trees planted by the City on W. Blazing Star Road, S. Buckhorn Grove Way, W. Bear Claw Ct. and S. Bell Meadow Ct. the rate of $400 per tree with a planting distance between trees of 75 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.

5. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.

6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.

7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.

8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.

9. The Subdivider shall preserve the environment features as shown on the natural resource plan and shall install an orange snow fence and silt fence around the environment prior to land disturbing.

10. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.

11. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association.

12. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the UDO, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance of the receiving association (i.e. HOA).

13. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing detention basin and landscaping and entryways. Said document shall be recording after approval by the City Attorney.

14. Construction Requirements:

    a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.

    b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.

    c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.

    d) All traffic shall enter the site from W. Puetz Road

15. The Subdivider shall provide for the connection of the water main to the existing water main at S. 47th Street but the future road development connecting to S. 47th Street will be constructed in Phase II.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE I

CONSTRUCTION SPECIFICATIONS

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

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

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APPROVAL Stw	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/17/2018
REPORTS AND RECOMMENDATIONS	RESOLUTION FOR SUPPLEMENTAL AGREEMENT TO PROFESSIONAL SERVICES CONTRACT WITH TRAFFIC ANALYSIS & DESIGN, INC. (TADI) FOR TRAFFIC IMPACT ANALYSIS OF PROPOSED W. ELM ROAD EXTENSION PHASE TWO FOR $47,507.00	ITEM NUMBER G.14.

BACKGROUND

The City of Franklin is in the process of planning a business park in the southeastern section of the City. This planning is affected by current WISDOT projects involving S. 27th Street (US 241) and I-94. The City entered into an agreement with TADI on March 12th, 2018 to perform Phase One of an WisDOT Traffic Impact Analysi (TIA). At that time, Council approved Phase 1 for $14,267 knowing that additional phases may be required by WisDOT based on results of Phase 1. At that time, $100,000 was budgeted in the TID 4 Engineering Professional Service Fees line item for all Traffic Impact Analysis work.

ANALYSIS

Phase One results were submitted to WisDOT who responded by letter dated June 27, 2018 with an outline of additional information that must be included in the TIA.

TADI has submitted a signed Supplemental Agreement, Number 1 to address the additional TIA requirements requested by WisDOT for a cost of $47,507.

OPTIONS

Authorize signature of the TADI Supplemental Agreement, Number 1 Contract; or Table

FISCAL NOTE

These efforts are TID eligible for reimbursement. Should Council approve this contract, there remains $38,226 for any additional traffic analysis work.

Note that the anticipated cost of $20,000-$30,000 is higher due to the following:

WisDOT sets the scope of the traffic study AFTER they reviewed the phase 1 submittal and added the following additional items to the scope:

- Required a Year 2038 analysis in addition to a 2028 analysis. Most TIA's only require a 10 year future analysis. For this one they are also requiring a +20 year analysis (Year 2038) for all study area intersections. (additional $15K)
- Added additional study area intersections (additional $4K)
- Sight Distance Survey & Analyses at 6 intersections (additional $4K)

COUNCIL ACTION REQUESTED

Resolution for professional services contract with Traffic Analysis & Design, Inc. for traffic impact analysis of proposed W. Elm Road extension in the amount of $47,507.00

Economic Development Department: CB

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 - _____

RESOLUTION FOR SUPPLEMENT AGREEMENT, NUMBER 1 TO PROFESSIONAL SERVICES CONTRACT WITH TRAFFIC ANALYSIS & DESIGN, INC. (TADI) FOR TRAFFIC IMPACT ANALYSIS PHASE TWO OF PROPOSED W. ELM ROAD EXTENSION IN THE AMOUNT OF $47,507.00

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

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

WHEREAS, Common Council entered into agreement with TADI for professional services needed to perform a traffic impact analysis (TIA) on the City developments in relation to WISDOT projects and Phase One has been completed for a cost of $14,267; and

WHEREAS, WISDOT is developing plans for S. 27th Street (US 241) and I-94 which will have significant impacts and coordination with City plans and TIA Phase One was submitted to WISDOT for review; and

WHEREAS, WISDOT is requiring additional TIA information; and

WHEREAS, TADI has submitted Supplemental Agreement, Number 1 to address WISDOT TIA requirements for a cost of $47,507; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Supplemental Agreement, Number 1 is approved.

Introduced at a regular meeting of the Common Council of the City of Franklin the 17th day of July 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the 17th day of July 2018.

APPROVED:

_____
Stephen R. Olson, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

REASON FOR PHASE 2

Division of Transportation System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Scott Walker, Governor
Dave Ross, Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662

E-Mail: waukesha.dtd@dot.wi.gov

June 27, 2018

GLEN MURROW
CITY OF FRANKLIN
9229 WEST LOOMIS RD
FRANKLIN WO 53132-9630

Subject: Log #603 – Development Submittal
Franklin Corporate Park
WIS 241 & Oakwood Road to County Line Road
Milwaukee County

Dear Mr. Murrow:

We have reviewed the initial information forwarded for the subject development. The Wisconsin Department of Transportation (WisDOT) concurs that a Traffic Impact Analysis (TIA) is necessary for this development in order to understand the impacts, determine access and establish the improvement requirements. Any improvements on WisDOT right-of-way will require a permit.

Please find the parameters for conducting the traffic impact evaluation on the attached review sheet. We look forward to working with the City of Franklin regarding this development plan. Please include a written statement from the City with the next submittal to explain where the development is in the municipal approval process.

If you have any questions regarding traffic issues, please contact the undersigned at (262) 548-6707. Please direct any questions regarding the Trans 233 process to Patricia Reikowski, Land Division Coordinator at (262) 548-6704. Kevin Koehnke, Permit Coordinator (262) 548-5891, will process any necessary permits. Also, please reference the identification log number (#603) when forwarding all correspondence.

Sincerely,

Art Baumann

Art Baumann, P.E.
Traffic Operations Engineer

Enclosure

Cc: Jennifer Murray / Asadur Rahman, DOT-Central Office, Traffic Forecasting
Robert Elkin / Don Berghammer, DOT
Dave Brantner / Susan Voight / Kevin Koehnke, DOT
Patricia Reikowski / Brent DesRoches, DOT
Frank Pritzloff, DOT
Calli Berg, Franklin
Don Lee, TADi

Project: Log #603 Franklin Corporate Park
WIS 241 & Oakwood Road to County Line Road, Milwaukee County
Review Unit: Traffic Operations
Reviewer: Art Baumann—SE Region (262) 548-6707
Samantha Pawlak—SE Region (414) 322-5931
Date: June 27, 2018

The developments' plans show internal circulation and street connections to serve the developments. In addition to the planning already done, the developments need to be designed in consideration with traffic issues and development in and around the study area. A ***Traffic Impact Analysis*** is needed to understand the traffic impacts, access and improvement needs for these proposed developments. ***This analysis shall look at the trip generation for the development and consider the effects of recent and proposed developments in the vicinity.***

There is a need to select a qualified Traffic Engineering Consultant familiar with the trip generation/distribution practices, with the ability to conduct capacity analysis, evaluate results and prepare the report. Please follow the ***Statewide TIA Guidelines, adopted May 2017,*** for preparing the traffic evaluation study. The parameters below outline the elements to include in this study. ***The TIA shall provide an analysis of the development's initial build year (2019), interim build year (2029) and the full build out horizon year (2039). If the municipality/developer wishes to consider additional phased improvements, additional analysis years should be identified and included in the traffic projections, analysis and recommendations. WisDOT reserves the right to request additional information or analyses to address specific operational or safety concerns.***

Access Issues

The following outlines the parameters for establishing access and site plan design for the subject development:

1) WisDOT will require traffic data (trip generation, distribution and assignment) before we can accept the traffic study.
2) Evaluation of the traffic information will help in planning the best access for this development. Please show the development along WIS 241, land use and locations of access.
3) The Department will allow up to four access points to WIS 241 as shown in the WIS 241 Access Management Plan. **The Department approves of the access points for the Lot 19 Driveway, Elm Road and the Internal Roadway. Approval of the Lot 1 Driveway is subject to further information being provided to the Department regarding location and use.** Further discussion between the Department, City of Franklin and the developer is needed to address this issue prior to acceptance of the TIA.
4) Please evaluate geometric improvement considerations, traffic signal warrants (if necessary), proper spacing of access points from existing/proposed intersections and proper sight distance at intersections.
5) Evaluation of operations, level of service and improvement analysis will be needed at the following intersections:
    - WIS 241 & Oakwood Road
    - WIS 241 & St. John's Way/Lot 19 Driveway
    - WIS 241 & Fed Ex/Conway Driveway
    - WIS 241 & Elm Road
    - WIS 241 & Lot 1 Driveway
    - WIS 241 & Internal Roadway
    - Oakwood Road & Wheaton Franciscan Hospital Western Driveway/Lot 19 Driveway
    - Oakwood Road & Lot 18 Driveway
    - Oakwood Road & Internal Roadway

- I-41/94 Northbound Ramps & Elm Road
- I-41/94 Southbound Ramps & Elm Road
- 8 Mile Road/County Line Road & Internal Roadway

6) Vision/Sight distance must be reviewed to ensure the access meets the appropriate criteria.

Study Area

The TIA shall incorporate the following study area: Oakwood Road from the Proposed Internal Roadway to WIS 241, WIS 241 from Oakwood Road to County Line Road/8 Mile Road, County Line Road/8 Mile Road from the Proposed Internal Roadway to WIS 241.

- Development peak times - weekday AM peak (7:00 AM to 8:00 AM) and weekday PM (4:00 PM to 5:00 PM). Check all movements at existing intersections to ensure other times are not a dominant volume for any movement. If another time is the peak for any turn movement, this data must be shown and considered when establishing improvements and storage lengths.
- Any capacity problems at proper access points need to be addressed through separating movements or providing alternate access.
- The traffic study must consider the City of Franklin's Master Plan (zoning and street network) and any known future development plans.
- If the development accounts for more than 20 percent of the traffic for any one movement at intersections beyond these limits, the area must be expanded accordingly.

Report Development

This study report will need to determine the traffic generated by the development and any other planned developments within the study area. ***The study will then evaluate the operations to determine the necessary storage lengths at intersections and any required improvements.*** In addition, recommendations must be developed to address any deficiencies. The following lists other study elements that the consultant is advised to pay particular attention to through the study process:

1) Explain, through narrative discussion and/or exhibits, the existing use and proposed changes to the property and parcels within the study area. Clearly identify the stages and time frame for each portion of the development.
2) As discussed in the guidelines, traffic exhibits need to be developed based on WisDOT traffic counts and forecasts. The 2028 and 2038 Base Traffic Exhibits (6b & 6c) are incomplete and need to be redone. In addition, all Base Traffic Exhibits will need to be updated to reflect the revised analysis years.
3) The TIA shall utilize WisDOT counts and projection data as the base line for analysis. Please contact Brent DesRoches at (262) 548-5611 for this information.
4) There is a traffic signal at the WIS 241 & Oakwood Road intersection. Contact Dave Brantner (david.brantner@dot.wi.gov) for the signal timing information for these intersections.
5) Please utilize the 10th edition of the ***ITE Trip Generation*** manual for the development's trip generation or provide appropriate documentation on other methods of trip generation. The proposed trip generation for this development is unacceptable, please see the attached tables for Trip Generation Revisions. The trip distribution is acceptable. The trip assignment will not be reviewed until the Trip Generation is revised. Please submit all additional information to the Department for review and approval prior to the completion of the TIA.
6) Label all major streets within the study area and all access points within the study area (show distances, land uses and ownership).
7) Include the existing and final transportation details as discussed in the guidelines. Analyze development access points for the base year to determine if the existing intersection geometries will handle traffic. Record improvements to address any deficiencies revealed through the evaluation.

Phase One				Weekday		AM Peak				PM Peak			
ITE Code	Land Use	Proposed Size	Unit	Daily Trips	Rate	In	Out	Total	Rate	In	Out	Total	Rate
710	General Office Building	444,300	SF GFA	4505	FCE	385	60	445	FCE	75	395	470	FCE
130	Industrial Park (2-9)	1,314,825	SF GFA	3850	FCE	425	100	525	0.4	110	15	525	0.4
110	General Light Industrial	238,417	SF GFA	960	FCE	75	10	85	FCE	10	55	65	FCE
710	General Office Building	302,300	SF GFA	3100	FCE	265	45	310	FCE	50	275	325	FCE

Phase Two				Weekday		AM Peak				PM Peak			
ITE Code	Land Use	Proposed Size	Unit	Daily Trips	Rate	In	Out	Total	Rate	In	Out	Total	Rate
130	Industrial Park (10-17)	511,512	SF GFA	1725	3.37	165	40	205	0.4	45	160	205	0.4

Phase Three				Weekday		AM Peak				PM Peak			
ITE Code	Land Use	Proposed Size	Unit	Daily Trips	Rate	In	Out	Total	Rate	In	Out	Total	Rate
710	General Office Building	395,500	SF GFA	4025	FCE	345	55	400	FCE	65	355	420	FCE
710	General Office Building	200,400	SF GFA	2080	FCE	185	30	215	FCE	35	185	220	FCE
130	Industrial Park (21-22)	205,978	SF GFA	695	3.37	65	15	80	0.4	15	65	80	0.4

Off-Site				Weekday		AM Peak				PM Peak			
ITE Code	Land Use	Proposed Size	Unit	Daily Trips	Rate	In	Out	Total	Rate	In	Out	Total	Rate
720	Medical-Dental Office Building	129,600	SF GFA	4890	FCE	220	60	280	FCE	125	315	440	FCE

SUPPLEMENTAL AGREEMENT, NUMBER 1
FRANKLIN CORPORATE PARK DEVELOPMENT
TRAFFIC IMPACT ANALYSIS FOR WISDOT AND COUNTY APPROVAL

This Supplemental Agreement, Number 1, to the AGREEMENT FOR ENGINEERING SERVICES, dated February 13, 2018 (the Agreement), between the City of Franklin (Client) and Traffic Analysis and Design, Inc. (Engineer) is made as of this 29th Day of June, 2018.

SCOPE OF SERVICES

Engineer shall provide the Services described below. As indicated, Tasks 1-4 include activities involved with preparation of a Wisconsin Department of Transportation (WisDOT) Full Traffic Impact Analysis (TIA) for WisDOT acceptance. This includes the Initial Build Year of 2019, an Interim Build Year of 2029 and the Full Build Out Horizon Year 2039. This scope of services is based on the previously conducted TIA Initial Review and the WisDOT TIA requirement letter dated June 27, 2018.

WisDOT TIA Process

Engineer will prepare the traffic impact study analysis in accordance with the WisDOT Traffic Impact Analysis (TIA) Guidelines. Based on the WisDOT TIA requirement letter, the study area intersections will include the following twelve (12) intersections:

1. STH 241 with Oakwood Road
2. STH 241 with St. John's Way/Lot 19 Driveway
3. STH 241 with Fed-Ex/Con-Way driveway (Phase 1 and 2 only, to be removed in Phase 3)
4. STH 241 with Elm Road
5. STH 241 with the Lot 1 Driveway
6. STH 241 with the Internal Roadway
7. Oakwood Road with Wheaton Franciscan Hospital Western Driveway/Lot 19 Driveway
8. Oakwood Road with Lot 18 Driveway
9. Oakwood Road with the Internal Roadway
10. I-41/94 Northbound Ramps with Elm Road
11. I-41/94 Southbound Ramps with Elm Road
12. 8 Mile Road/County Line Road with the Internal Roadway

The study will consist of analysis of the existing conditions, Initial Build Year (2019) conditions with the proposed opening phase of the development, Interim Build Year (2029) with the new interchange in place and the Horizon Year (2039) conditions with full buildout of the development with offsite development. The analysis will include the weekday morning and weekday evening peak hours per WisDOT's requirement letter. The WisDOT submittal will consist of a report with text, tables and exhibits illustrating the traffic counts, traffic projections, level of service operations, trip generation, trip distribution, site plan, text, analysis procedures, recommendations, conclusions and appendix of all intersection capacity calculations.

Task 1 - Data Collection

Per WisDOT requirements, Engineer will utitlize the traffic counts from the TIA Initial Review along with conducting new traffic counts at the following additional intersections, which were added to the study area by WisDOT:

- Oakwood Road with the Wheaton Franciscan Hospital Western Driveway – weekday 6 AM to 7 PM

The traffic turning movement counts will be conducted to WisDOT standards with cars, trucks, busses, bikes and pedestrians counted separately per movement in 15-minute intervals. Engineer will collect a photo log, intersection geometric data, traffic signal timing plans, distances between intersections and turn bay lengths. The Engineer will compile the traffic count data and geometric data for a base map for the traffic analysis.

Engineer will submit the previous and new count data along with WisDOT traffic forecast request forms for development of the year 2029 and 2039 traffic projections. Engineer will coordinate with WisDOT for the year 2029 and 2039 traffic projections.

Per WisDOT's requirement, Engineer will conduct a sight distance analysis for the proposed development roadway intersections with STH 241 and Oakwood Road. The sight distance analysis surveys will be conducted for the intersection sight distance and the stopping sight distance at the proposed access locations.

Task 2 - Traffic Analysis

Trip Distribution and Assignment
The traffic generation from the TIA Initial Review will be revised per the WisDOT requirements. Engineer will assign the approved trip generation traffic per the trip distribution in the TIA Initial Review for the weekday AM and PM peak hours.

The development traffic and the offsite development traffic will be assigned to the study area intersections for the Year 2019, 2029 and 2039 weekday AM and weekday PM peak hours. Engineer will electronically submit the total traffic assignment (development plus existing traffic) to WisDOT, as required, for their review and approval prior to proceeding with the traffic operational analysis.

Traffic Operational Analysis – Initial Build Year – 2019
Engineer will analyze the study area intersections for the Year 2019 typical weekday AM and weekday PM peak hours for the "pre-WisDOT interchange construction/reconstruction" project on the Elm Road interchange.

Engineer will conduct the Year 2019 traffic analysis for the following scenarios:

1. Existing conditions
2. Build conditions (with the initial phase of the development) with no intersection/roadway improvements.
3. Build conditions with intersection/roadway improvements as needed to achieve LOS D or better operating conditions at the study area intersections

Engineer will make recommendations on intersection geometrics, traffic signals, intersection turning movements/prohibitions, turn bay length extensions and other improvements (if needed), required to provide LOS 'D' or better for all traffic movements at the study area intersections. Engineer will conduct a queuing analysis for the study area intersections as a basis to determine the recommended turn bay lengths, per WisDOT requirements.

Engineer will conduct a traffic signal warrant analysis per the current requirements in the Manual on Uniform Traffic Control Devices (MUTCD) for a maximum of two study area intersections.

As required by WisDOT, Engineer will conduct a traffic signal progression analysis on the signal system with the weekday AM and PM peak hours.

Traffic Operational Analysis – Full Build Year - 2029
Engineer will analyze the 12 study area intersections (with the WisDOT interchange and roadway improvements in place) for the Year 2029 typical weekday AM and weekday PM peak hours.

Engineer will develop the Year 2029 traffic volumes for the weekday AM and weekday PM peak hours for the following scenarios:

1. Year 2029 Background with no development (utilization of the WisDOT projections)
2. Year 2029 Build conditions

Engineer will conduct the Year 2029 traffic analysis for the following scenarios:

1. Year 2029 Background with no development – without and with improvements

2. Year 2029 Build conditions – without and with improvements

Engineer will make recommendations on intersection geometrics, traffic signals, intersection turning movements/prohibitions, turn bay length extensions and other improvements (if needed), required to provide LOS 'D' or better for all traffic movements at the study area intersections. Engineer will conduct a queuing analysis for the study area intersections as a basis to determine if the existing turn bay lengths need to be extended.

Engineer will conduct a traffic signal warrant analysis per the current requirements in the Manual on Uniform Traffic Control Devices (MUTCD) for a maximum of two study area intersections.

As required by WisDOT, Engineer will conduct a traffic signal progression analysis on the signal system with the weekday AM and PM peak hours.

Traffic Operational Analysis – Full Build Year - 2039
Engineer will analyze the 12 study area intersections (with the WisDOT interchange and roadway improvements in place) for the Year 2039 typical weekday AM and weekday PM peak hours.

Engineer will develop the Year 2039 traffic volumes for the weekday AM and weekday PM peak hours for the following scenarios:

1. Year 2039 Background with no development (utilization of the WisDOT projections)
2. Year 2039 Build conditions
3. Year 2039 Total conditions

Engineer will conduct the Year 2039 traffic analysis for the following scenarios:

1. Year 2039 Background with no development – without and with improvements
2. Year 2039 Build conditions – without and with improvements
3. Year 2039 Total conditions – without and with improvements

Engineer will make recommendations on intersection geometrics, traffic signals, intersection turning movements/prohibitions, turn bay length extensions and other improvements (if needed), required to provide LOS 'D' or better for all traffic movements at the study area intersections. Engineer will conduct a queuing analysis for the study area intersections as a basis to determine if the existing turn bay lengths need to be extended.

As required by WisDOT, Engineer will conduct a traffic signal progression analysis on the signal system with the weekday AM and PM peak hours.

Task 3 – Report

A "draft" Traffic Impact Study report completed to the WisDOT TIA Guidelines documenting the findings of the analysis will be prepared by the Engineer and submitted to the Client for review and comments. The report will include text, tables and exhibits. The Client shall provide comments to the Engineer so the Engineer can finalize the report and submit final copies to the Client, WisDOT, and Milwaukee County.

Task 4 - Meetings

No meetings are included with this supplemental agreement. Any meetings requiring attendance by the Engineer will be considered as additional services requiring a supplemental agreement.

SCHEDULE

Engineer will submit an updated traffic assignment to WisDOT within one weeks of receiving a signed supplemental agreement. Engineer will submit a DRAFT TIA report to the Client within three weeks of receiving the WisDOT traffic projections and acceptance of the updated trip assignment. Should Client identify a need to expedite this schedule, every effort will be made to meet the Client's needs.

COMPENSATION

For the services described in this supplemental agreement: Client shall pay Engineer an additional lump sum fee of Forty-Seven Thousand Five Hundred Seven Dollars ($47,507.00). The total project lump sum fee with this supplemental agreement fee is Sixty-One Thousand Seven Hundred Seventy-Four Dollars ($61,774.00).
Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

City of Franklin (Client)

By: _____
(Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

Name: _____
(Type or Print)

Title: _____

Date: _____

Name: _____ 48.0321.5219
(Type or Print)

Title: DIR OF FINANCE + TREAS.

Date: 7-12-2018

Name: _____
(Type or Print)

Title: _____

Date: _____

ENGINEER (Traffic Analysis & Design, Inc.):

By: _____
(Signature)

Name: John A. Bieberitz, P.E., PTOE

Date: 6/29/18

APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/17/2017
REPORTS AND RECOMMENDATIONS	**RESOLUTION TO ACCEPT WATER MAIN EASEMENTS FROM 9905 S. 76TH STREET (VALERIE L. BRANBACK) TAX KEY NO. 934-9990-003 AND 9991 S. 76TH STREET (SCHWEITZER TRUST) TAX KEY NO. 934-9993-001**	ITEM NUMBER G.15.

BACKGROUND

Due to the development of Oakwood at Ryan Creek Subdivision located on the northwest corner of S. 76th Street and W. Oakwood Road, it is necessary to install a water main easement on the western side of properties at 9905 and 9991 S. 76th Street, Tax Key Numbers 934-9990-003 and 934-9993-001.

Neumann Companies, Inc., the subdivision developer, approached both property owners with the easement requests and prepared easement documents for recording.

ANALYSIS

The attached easements include the water main and all applicable appurtenances.

FISCAL NOTE

Once completed, the donated water main system will be added to the Water Utility's inventory for maintenance and replacement.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2018 - _____, a resolution to accept water main easements from 9905 S. 76th Street (Valerie L. Branback) Tax Key No. 934-9990-003 and 9991 S. 76th Street (Schweitzer Trust) Tax Key No. 934-9993-001, pending legal review and technical corrections.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 -

A RESOLUTION TO WAIVE WATER AND SANITARY SEWER SERVICE FOR THREE LOTS ON 9000 BLOCK OF W. RAWSON AVENUE (TAX KEY NOS 8995-003, 8995-004, AND 8995-005)

WHEREAS, There are three vacant lots (Tax Key Nos 8995-003, 8995-004, and 8995-005 all part of CSM 1705) located on the north side of W. Rawson Avenue between S. Woelfel Road and S. 92nd Street; and

WHEREAS, these lots are zoned R-2 which are required to have water and sanitary sewer service for development; and

WHEREAS, on May 17, 2016, the Common Council considered utility service to the area and decided not to extend utilities; and

WHEREAS, the owner, and its successors will be required to connect to public water and/or sanitary sewer within one year of construction of a public water and/or sanitary sewer main to these lots.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to waive water and sanitary sewer service to three lots in the 9000 block of W. Rawson Avenue at this time.

FURTHERMORE BE IT RESOLVED that the property owner(s) of these lots be required to connect to public water within one year of construction of a public water main or connect to public sanitary sewer within one year of construction of a public sanitary sewer main extended to the properties.

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 _____

WATER MAIN EASEMENT

THIS EASEMENT, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Schweitzer Trust Dated 01/30/2012, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

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

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

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

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).

2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the

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

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.

4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.

6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" dated and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."

7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned, or delayed.

8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned, or delayed.

9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors, and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent

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

11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.

17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: JULY 26, 2017

Schweitzer Trust Dated 01/30/2012

By: John Schweitzer

Printed name: JOHN SCHWEITZER

Title: TRUSTEE

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

Before me personally appeared on the 26 day of JULY, 2017, the above named JOHN SCHWEITZER, to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

NOTARY PUBLIC

My commission expires 3/27/2020

CORY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

CITY OF FRANKLIN

By: _____

Stephen R. Olson, Mayor

By: _____

Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

On this _____ day of _____, 201__ before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 201__.

_____

Notary Public

My commission expires _____

~~MORTGAGE HOLDER CONSENT~~

The undersigned, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 201__, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

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

_____
a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

NONE

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

On this, the _____ day of _____ 201__, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____
Notary Public _____
State of _____
County of _____
My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents
Date:

_____
Manager of Water Works of Franklin

Approved as to form only
Date:

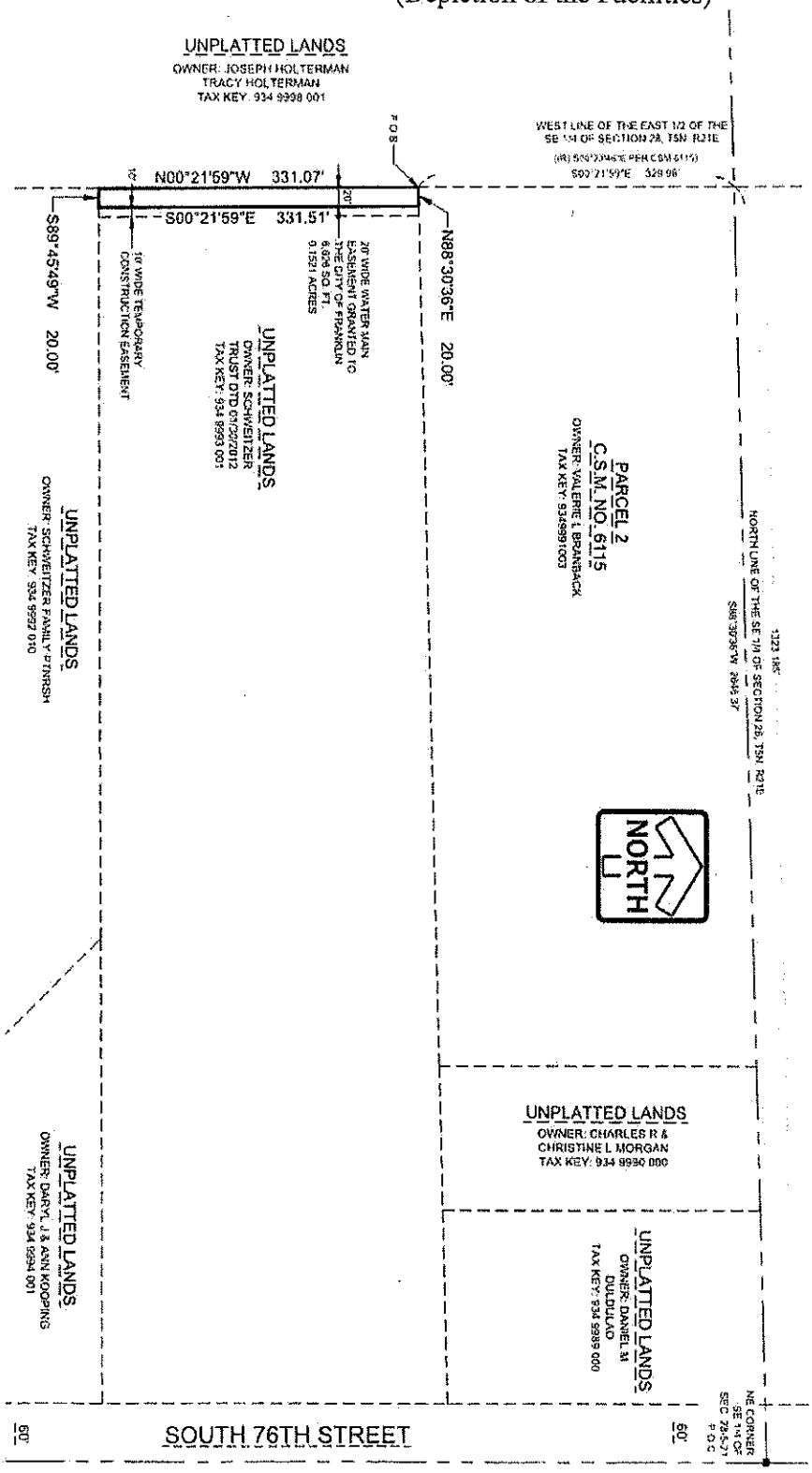
_____
City Attorney

Exhibit A
(Description of the Property)

All that part of the East 1/2 of the Southeast 1/4 of Section 28, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said Southeast 1/4 Section; thence South 0°14'00" East along the East line of said 1/4 section, 330.00 feet to the place of beginning of the lands to be described; thence continuing South 0°14'00" East along said East line 360.00 feet; thence South 89°46'00" West, 1325.41 feet; thence North 0°28'55" West, 330.90 feet; thence North 88°30'37" East, 1327.16 feet to the place of beginning. EXCEPTING THEREFROM the East 60 feet for road purposes.

Prepared June 23, 2017. Pinnacle Engineering Group job #902.00-W1

Exhibit B
(Depiction of the Facilities)



Prepared June 20, 2018. Pinnacle Engineering Group job #902.00-WI

Exhibit C
(Description of Easement Area)

Being a part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the northeast corner of the Southeast Quarter (SE 1/4) of said Section 28; thence South 88°30'36" West along the north line of said Southeast Quarter (SE 1/4), 1323.185 feet to the west line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 28 and the west line of Certified Survey Map No. 6115; thence South 00°21'59" East along said west line, 329.98 feet to the south line of said Certified Survey Map and the point of beginning; thence North 88°30'36" East along said south line, 20.00 feet; thence South 00°21'59" East, 331.51 feet; thence South 89°45'49" West, 20.00 feet to the aforesaid west line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4); thence North 00°21'59" West along said west line, 331.07 feet to the point of beginning.

Prepared June 20, 2018. Pinnacle Engineering Group job #902.00-WI

WATER MAIN EASEMENT

THIS EASEMENT, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Valerie L. Branback, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

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

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

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

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).

2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks,

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

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.

4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.

6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" dated and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."

7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned, or delayed.

8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned, or delayed.

9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors, and assigns.

10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or

personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.

17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: 8/3, 2017

By: Valerie L. Branbeck
Valerie L. Branbeck, Owner

STATE OF Wisconsin
SS
COUNTY OF Milwaukee

Before me personally appeared on the 3rd day of August, 2017, the above named Valerie L. Branbeck, to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.

Cory O'Donnell
NOTARY PUBLIC
My commission expires 3/27/20

CORY O'DONNELL NOTARY PUBLIC STATE OF WISCONSIN

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this _____ day of _____, 201__ before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 201__.

_____
Notary Public

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, _____, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on June 2nd, 2015, as Document No. 10465613, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

(SEE PGS. 6 & 7)

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

_____
a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this, the _____ day of _____ 201__, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____
Notary Public _____
State of _____
County of _____
My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents
Date:

_____
Manager of Water Works of Franklin

Approved as to form only
Date:

_____
City Attorney

Document Prepared by: Andrea Foss

Bank of America, N.A.
Partial Release Department

AND WHEN RECORDED MAIL TO:

BANK OF AMERICA, N.A.
Partial Release Department
7105 Corporate Drive Bldg. B.
Mail Stop: TX2-981-03-25
Plano Texas 75024

CONSENT TO EASEMENT
MIN 1000157-0009093587-1
1.888.679.6377

This Consent to Easement (the "Consent") is made this 20 day of September, 2017, by and between Mortgage Electronic Registration Systems, Inc. whose address is P.O. Box 2026, Flint MI 48501-2026 as nominee for Bank of America, N.A. and its successors and assigns (the "Mortgagee") and Valerie L. Branback (the "Owner").

WITNESSETH

WHEREAS, the Owner desires to grant unto the City of Franklin, a municipal corporation of the State of Wisconsin ("Grantee") a Water Main Easement (the "Easement") under/across Owner's property located in Milwaukee County, state of Wisconsin, (the "Property"). The Easement Agreement is attached hereto as Exhibit "A" and is incorporated herein by this reference.

WHEREAS, the Owner granted a Mortgage to Mortgagee that encumbers the Property and was recorded on June 2, 2015 as Instrument Number 10465613 in the official records of Milwaukee County, state of Wisconsin.

WHEREAS, Owner has requested that the Mortgagee consent to Owner's grant of the Easement.

NOW THEREFORE, in and for valuable consideration, the receipt of which is hereby acknowledged, the Mortgagee consents to the Owner's grant of the Easement to Grantee and agrees that the Mortgage is subject to such Easement; provided however, that nothing contained in this provision shall operate to alter, change or modify the terms, provisions or conditions of the Mortgage, or any instrument described or referred to therein, or to release or affect the validity or priority of the lien, security interest and other rights of Mortgagee arising under or by virtue of the Mortgage. The lien, security interest and other rights of the Mortgagee to the Property by virtue of the Mortgage shall not be affected in any manner by the execution of this Consent other than to subordinate the lien to Grantee's rights under the Easement such that in the event the Mortgagee forecloses its lien, Grantee's rights under the Easement shall not be extinguished.

END of PAGE

Witness the following signatures and seals:

Mortgage Electronic Registration Systems, Inc.
as nominee for Bank of America, N.A., its
successors and assigns

Lisa M Hill 9/20/17

Lisa M Hill
Assistant Vice President

WITNESS MY HAND AND OFFICIAL SEAL

State of Texas
County of Collin

Certificate of Acknowledgement

This instrument was acknowledged before me on 9/20/2017 (*date*) by Lisa M Hill, Assistant Vice President of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of said corporation, as nominee for Bank of America, N.A., its successors and assigns.

Andrea Fo

Signature of Notary

Notary Public Title

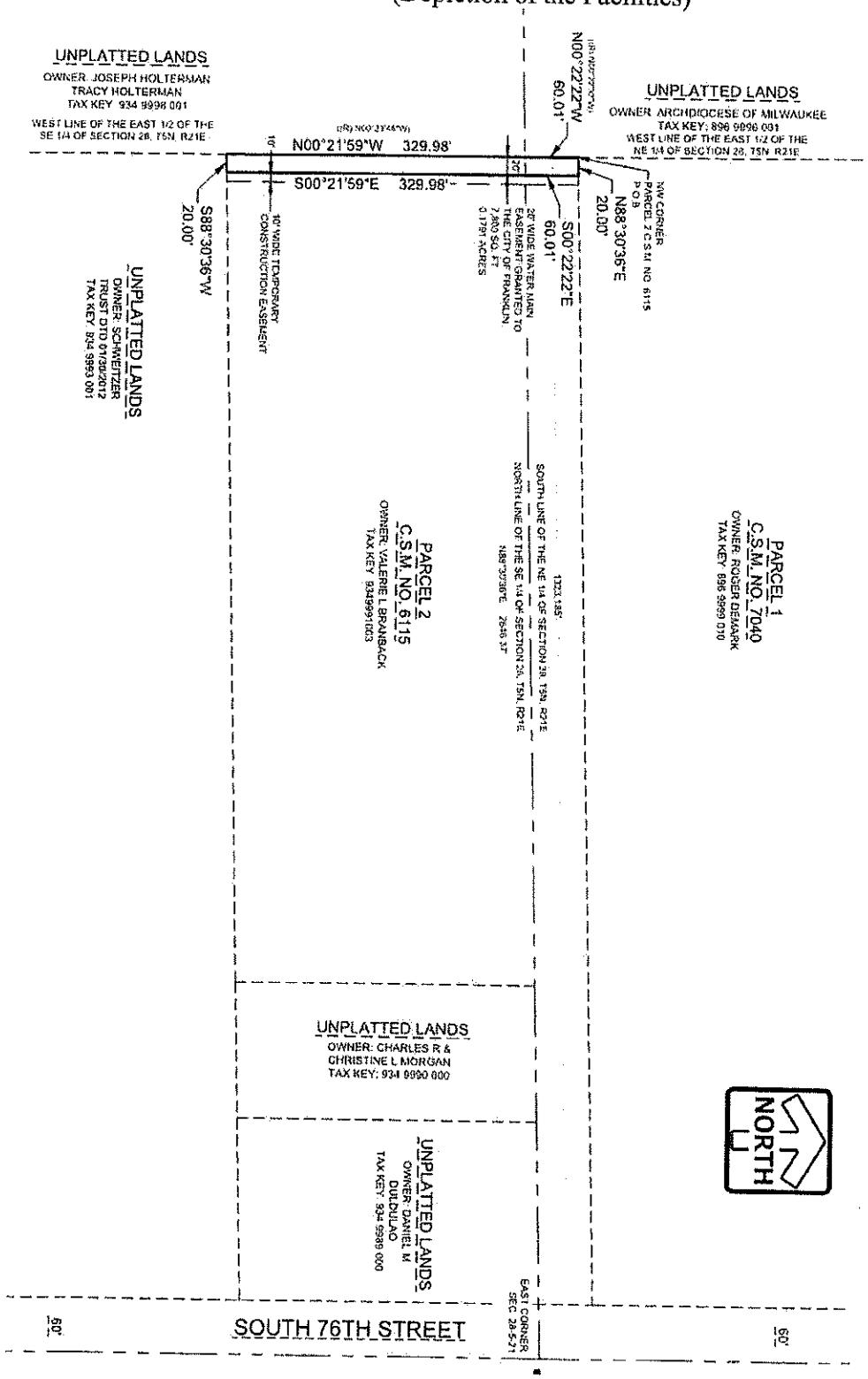
ANDREA FOSS
Notary Public
STATE OF TEXAS
My Comm. Exp. 01-20-19

Exhibit A
(Description of the Property)

Parcel 2 of Certified Survey Map No. 6115, recorded in the Register of Deeds Office for Milwaukee County on June 22, 1995 on Reel 3570, Images 392-395 as Document No. 7094739, being a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and a part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Prepared June 23, 2017. Pinnacle Engineering Group job #902.00-WI

Exhibit B
(Depiction of the Facilities)



Prepared June 20, 2018. Pinnacle Engineering Group job #902.00-WI

Exhibit C
(Description of Easement Area)

Being a part of Parcel 2 of Certified Survey Map No. 6115, recorded in the Register of Deeds Office for Milwaukee County on June 22, 1995 on Reel 3570, Images 392-395 as Document No. 7094739, being a part of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) and the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Beginning at the northwest corner of said Parcel 2; thence North 88°30'36" East along the north line of said Parcel 2, 20.00 feet; thence South 00°22'22" East, 60.01 feet to the south line of the Northeast Quarter (NE 1/4) of said Section 28; thence South 00°21'59" East, 329.98 feet to the south line of said Parcel 2; thence South 88°30'36" West along said south line, 20.00 feet to the west line of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 28 and the west line of said Parcel 2; thence North 00°21'59" West along said west line, 329.98 feet to the north line of the Southeast Quarter (SE 1/4) of said Section 28; thence North 00°22'22" West along the west line of the East Half (E 1/2) of the Northeast Quarter (NE 1/4) of said Section 28 and the west line of said Parcel 2, 60.01 feet to the point of beginning.

Prepared June 20, 2018. Pinnacle Engineering Group job #902.00-WI

APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/17/18
REPORTS & RECOMMENDATIONS	RESOLUTION TO AUTHORIZE THE CONSTRUCTION OF A PUBLIC TRAIL UPON LANDS IN PART SUPPORTING NATURAL RESOURCE FEATURES LOCATED AT APPROXIMATELY OUTLOTS 2 & 3 OF RIVER PARK SUBDIVISION AND OUTLOT 6 OF RIVER PARK ADD'N #2 SUBDIVISION (CITY OF FRANKLIN, APPLICANT)	G. 16.

Background

The Common Council, by Ordinance No. 2016-2224, created a process whereby the construction of public streets, sidewalks and trails shall not be subject to the natural resource features protection standards set forth in Part 4 of the Unified Development Ordinance. However, no public street, sidewalk, or trail may occur unless an application for same is approved by the Common Council.

Project Description

The City is building a 90-foot long, 12-foot wide clear span bridge over the East Branch of the Root River, with accompanying trail connections to W. River Park Court (to the west) and S. River Lane (to the east). WDNR and USACOE permits have been obtained for the project and are included herein for reference. It is anticipated construction will commence towards the end of July.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2018-_____, a resolution to authorize the construction of a public trail upon lands in part supporting Natural Resource Features located at approximately Outlots 2 & 3 of River Park Subdivision and Outlot 6 of River Park Add'n #2 Subdivision (City of Franklin, Applicant).

Department of City Development: OPS

STATE OF WISCONSIN CITY OF FRANKLIN MILWAUKEE COUNTY

[Draft 7-12-18]

RESOLUTION NO. 2018-_____

A RESOLUTION TO AUTHORIZE THE CONSTRUCTION OF A PUBLIC TRAIL UPON LANDS IN PART SUPPORTING NATURAL RESOURCE FEATURES LOCATED AT APPROXIMATELY OUTLOTS 2 & 3 OF RIVER PARK SUBDIVISION AND OUTLOT 6 OF RIVER PARK ADD'N #2 SUBDIVISION, BEARING TAX-KEY NOS. 806-0268-000, 806-0269-000, AND 806-0350-000 (CITY OF FRANKLIN, APPLICANT)

WHEREAS, Table 14-4.0100 Natural Resource Protection, of the Unified Development Ordinance, provides in part at footnote (f) that "all public (Federal, State, County, and City owned) streets, sidewalks and trails construction shall not constitute "development" subject to the natural resource features protection standards under this Ordinance, and the creation and later existence thereof shall not require the grant of a special exception to the provisions of this Ordinance for natural resource features protection; provided, however, that no public street, sidewalk or trail construction may occur unless an application for same is approved by the Common Council"; and

WHEREAS, the City of Franklin has applied for the approval of the construction of a trail at approximately Outlots 2 & 3 of River Park Subdivision and Outlot 6 of River Park Add'n #2 Subdivision, bearing Tax-Key Nos. 806-0268-000, 806-0269-000, and 806-0350-000, such property being zoned R-6 Suburban Single-Family Residence District, FW Floodway District, and C-1 Conservancy District more particularly described as follows:

> Being a part of the Southeast 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 14, Township 5 North, Range 21 East, City Franklin, Milwaukee County, Wisconsin; Tax Key Nos. 806-0268-000, 806-0269-000, and 806,0350-000; and

WHEREAS, the Department of City Development has reviewed the application and has determined that i) the trail was designed and shall be constructed under the direction of the City; ii) all other required governmental permits and approvals, including, but not limited to those required by the Wisconsin Department of Natural Resources and the U.S. Army Corps of Engineers, have been or shall be obtained prior to the commencement of construction; iii) all remaining areas of natural resource features disturbed by such construction shall be restored to the restoration standards of §15-4.0102I. of the Unified Development Ordinance; iv) that the trail has been designed and reviewed pursuant to a practicable alternatives analysis in a priority manner to first consider alternative locations, second to minimize the amount of disturbance, and third to include mitigation in such instances where impact to particularly important natural resource features is unavoidable; and

WHEREAS, the Department of City Development recommends approval of the application.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the application of the City of Franklin for a determination that the construction and existence of the subject trail, pursuant to those plans City file-stamped _____, 2018 and annexed hereto and incorporated herein as Exhibit A, shall not constitute "development" subject to the natural resource features protection standards and shall not require the grant of a special exception to the natural resource features protection provisions of the Unified Development Ordinance, be and the same is hereby approved, subject to the following findings, conditions and restrictions:

1. The Common Council hereby finds and determines the application proposal is reasonable and necessary in the public interest and that the provision of safe and efficient transportation and connectivity public improvements outweighs the public interest in the complete protection of natural resource features under all the circumstances presented.

2. The approval granted hereunder is conditioned upon the construction and maintenance of the subject trail by the City of Franklin, applicant, successors and assigns, pursuant to all approvals and conditions set forth in this Resolution, including, but not limited to the Department of City Development determinations i) through iv) set forth in the Preamble to this Resolution.

3. [other conditions, etc.]

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

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

BE IT FINALLY RESOLVED, that the approval granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the subject street and trail has been constructed and accepted by the City.

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

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

APPROVED:

_____
Stephen R. Olson, Mayor

ATTEST:

_____
Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Planning Department
9229 West Loomis Road
Franklin, Wisconsin 53132
Email: generalplanning@franklinwi.gov

City of Franklin

Phone: (414) 425-4024
Fax: (414) 427-7691
Web Site: www.franklinwi.gov

Date of Application: 3.28.18

MISCELLANEOUS APPLICATION

Complete, accurate and specific information must be entered. Please Print.

Applicant ***(Full Legal Name[s])***:
Name: City of Franklin
Company:
Mailing Address: 9229 West Loomis Road
City / State: Franklin, WI Zip: 53132
Phone: (414) 425-7500
Email Address: clerksdepartment@franklinwi.gov

Applicant is Represented by (contact person) ***(Full Legal Name[s])***:
Name: Glen Morrow, City Engineer
Company: Engineering Department
Mailing Address: 9229 West Loomis Road
City / State: Franklin, WI Zip: 53132
Phone: (414) 425-7510
Email Address: GMorrow@franklinwi.gov

Project Property Information:
Property Address: Outlots 2 & 3 River Park and Outlot 6 River Park Add'n #2
Property Owner(s): River Park of Franklin Homeowners Association, Inc.
C/O Shelly Mrozinski, Community Manager
Mailing Address: PO Box 622
City / State: Oak Creek, WI Zip: 53154
Email Address:

Tax Key Nos: 806-0268-000, 806-0269-000 and 806-0350-000
Existing Zoning: R-6, FW and C-1
Existing Use: Residential
Proposed Use: Recreational
Future Land Use Identification: Residential and Areas of Natural Resource Features

*The 2025 Comprehensive Master Plan Future Land Use Map is available at: http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm

Miscellaneous Application submittals for review must include and be accompanied by the following:

- [x] This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- [ ] Application Filing Fee, payable to City of Franklin: [ ] $125
- [x] Legal Description for the subject property (WORD.doc or compatible format).
- [x] (1) original and six (6) copies of a written Project Narrative, *including detailed description of the project.*
- [x] Other information as may be deemed appropriate for the request.

- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Submittal of Application for review is not a guarantee of approval.
- Plan Commission, Community Development Authority and/or Common Council review and approval may be required.

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

Signature - Property Owner
Stephen R. Olson MAYOR
Name & Title (PRINT)
Date: 3/28/18

Signature - Property Owner
Name & Title (PRINT)
Date:

Signature - Applicant
GLEN E. MORROW - CITY ENGINEER
Name & Title (PRINT)
Date: 3/26/2018

Signature - Applicant's Representative
Name & Title (PRINT)
Date:

Ordinance 2016-2224 Question and Answer Form

Ordinance to Amend the Unified Development Ordinance Text to Add a Footnote to Table 15-4.0100 to Provide that All Public (Federal, State, County, and City Owned) Streets, Sidewalks and Trails Construction Shall Conditionally Not Be Subject to the Natural Resource Features Protection Standards Following the Review and Approval of an Application Therefore by the Common Council.

A. Questions to be answered by the applicant. Items on the application to be provided in writing by the applicant shall include the following:

1. Indication of the section(s) of the UDO that are not being met.
   Part 13 Floodplain zoning ordinance (floodway) and Part 4 Natural Resources Protection (wetlands)

2. Statement regarding the exemption requested, giving distances and dimensions where appropriate.
   The proposed project is to build a clear span bridge over the Root River within the River Park Subdivision which is west of 51st St. and south of Drexel Avenue. The bridge will be 90 feet long and 12 feet wide and designed to span over the 100 year floodplain elevation. The bridge abutments will unavoidably impact wetland—the west abutment will result in 4,218 sf of wetland impact and the east abutment will result in 2,052 sf of wetland impact. The proposed path will continue through upland just north of an existing stormwater pond to continue to connect to S.River Lane. A small amount of wetland (264 sf) will be impacted where the path meets S. River Lane.

3. Statement of the reason(s) for the request.
   The path would connect W. River Park Court to the west with S. River Lane to the east. The purpose of the project is to provide a safe pedestrian path for school children to get to the High School. The subdivision west of the Root River is not accessible for pedestrians unless they walk north to Drexel Avenue and then south along 51st St. Both streets have heavy traffic flow at the beginning and end of the school day and are not safe for pedestrians.

4. Statement of the reasons why the particular request is appropriate for an exemption under Ordinance 2016-2224, together with any proposed conditions or safeguards, and the reasons why the proposed exemption is in harmony with the general purpose and intent of

the Ordinance. In addition, the statement shall address any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district, including a practicable alternative analysis as follows:
Impact to the wetlands has been minimized to the extent practicable. Erosion control best management practices will be followed to avoid silt from getting into the Root River. Project construction will occur outside of the period of March 15 through May 15 in order to avoid impacts to fish movement, spawning, egg incubation periods and high stream flows.

a. Background and Purpose of the Project.
   i. Describe the project and its purpose in detail. Include any pertinent construction plans.
      The path would connect W. River Park Court to the west with S. River Lane to the east. The purpose of the project is to provide a safe pedestrian path for school children to get to the High School. The subdivision west of the Root River is not accessible for pedestrians unless they walk north to Drexel Avenue and then south along 51st St. Both streets have heavy traffic flow at the beginning and end of the school day and are not safe for pedestrians.

   ii. State whether the project is an expansion of an existing work or new construction.
      New construction.

   iii. State why the project must be located in or adjacent to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback to achieve its purpose.
      The project is a bridge over the Root River.

   iv. Identify any aspects of the proposed project that improves traffic safety, traffic efficiency and/or connectivity.

This project keeps pedestrians off the shoulders of Drexel Ave. and 51st. Street, thereby improving the overall safety of these two streets.

b. Possible Alternatives.

i. State all of the possible ways the project may proceed without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback as proposed.

Alt 1. A pedestrian trail could be built alongside Drexel Ave. and 51st. Street. However, because the Root River crosses underneath 51st St., even this alternative would result in wetland and floodway impact.

Alt 2. The trail and bridge could be made narrower than proposed.

Alt 3. The trail and bridge could be routed through the existing sanitary sewer easement.

ii. State how the project may be redesigned for the site without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.

Same as Alt. 1 listed above.

iii. State how the project may be made smaller while still meeting the project's needs.

A narrower bridge could be built. However, the 12 feet width has been dictated by the need for emergency vehicles to be able to cross the bridge. In addition, the bridge is part of a multi-modal path, which allows pedestrians and bicycles to use the path at the same time. The path needs to be wide enough to avoid collisions between user types.

The trail was originally routed through the existing sanitary sewer easement, slightly west of where we are proposing to put it. However, the easement crosses the Root River at an angle, which would require a longer bridge and more impact. Even when we crossed the river perpendicularly at this point, the wetland and floodway were wider and the trail would need to be 675 feet long, resulting in greater cost and greater wetland impact. We re-routed the project to where the wetland is narrower, so we could avoid more wetland impact. The proposed trail is also shorter, at 500 feet long.

iv. State what geographic areas were searched for alternative sites.
Not applicable because the project purpose is to get pedestrians from west of the Root River to east of the Root River to get to the High School.

v. State whether there are other, non-stream, or other non-navigable water, non-shore buffer, non-wetland, non-wetland buffer, and/or non-wetland setback sites available for development in the area.
There are none. The Root River blocks all access points from the west to the High School.

vi. State what will occur if the project does not proceed.
Children will need to be driven to school via bus or car if they want to get to school safely.

c. Comparison of Alternatives.

i. State the specific costs of each of the possible alternatives set forth under sub. b., above as compared to the original proposal and consider and document the cost of the resource loss to the community.
Alt 1. The length of the path needed to get to the High School from the subdivision west of the river would need to be 3,200 feet long, and a bridge would still be needed to cross the river along 51st St. The proposed trail is only 500 feet long including the bridge. Therefore Alt 1 is much more costly.

Alt 2 a narrower bridge and path would be less costly to build.

Alt 3 routing the bridge over the sewer easement would be 675 feet long and more costly to build.

ii. State any logistical reasons limiting any of the possible alternatives set forth under sub. b., above.
Alt 1. Logically, this alternative does not make sense, because pedestrians will prefer to walk 500 feet over 3,200 feet.

iii. State any technological reasons limiting any of the possible alternatives set forth under sub. b., above.
Alt 3 routing the bridge at an angle over the Root River is technologically more difficult than running it perpendicularly across the river.

iv. State any other reasons limiting any of the possible alternatives set forth under sub. b., above.
Alt 2 a narrower bridge and path would be less safe. It would not allow for emergency vehicle access and bike/pedestrian collisions would be more likely.

d. Choice of Project Plan. State why the project should proceed instead of any of the possible alternatives listed under sub. b., above, which would avoid stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback impacts.
The preferred alternative is to build a 500 feet path that is 12 feet wide, which crosses the river where the wetland is narrower. It reduces the wetland impact and provides the safest alternative.

e. Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Description. Describe in detail the stream or other navigable water shore buffer, wetland, wetland buffer, and/or wetland setback at the site which will be affected, including the topography, plants, wildlife, hydrology,

soils and any other salient information pertaining to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.
The entire project is within the shoreland zone of the Root River. The entire project is routed between two wetland areas, and therefore all of it falls within wetland buffer and wetland setback. The wetlands to the south are stormwater ponds with open water and emergent wetland fringe. The wetland to the north is part of the forested wetland associated with the Root River. The area in between the two wetlands consists of dredge spoils and fill material from the excavation of the stormwater ponds. This area consists of upland old field dominated by Kentucky bluegrass, tall goldenrod, and Canada thistle.

f. Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Impacts. Describe in detail any impacts to the above functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback:

   i. Diversity of flora including State and/or Federal designated threatened and/or endangered species.
   The floodplain forest along the Root River has a moderate amount of floral diversity. However, the area is dominated by common buckthorn, which is an invasive species. The floral diversity in the ponds is low, as they are mostly open water. The upland area between the wetland areas consists of low diversity old field vegetation, and it has been highly disturbed due to constrtuction of the two ponds.

   ii. Storm and flood water storage.
   The bottom elevation of the bridge has been set at 705 feet, which was designed to occur above the 100 year floodplain, which occurs at 704 feet in elevation. The project meets the WDNR requirements for a Clear Span Bridge General Permit.

   iii. Hydrologic functions.
   Because it is a clear span bridge, we do not anticipate any impacts to hydrologic functions of the river.

iv. Water quality protection including filtration and storage of sediments, nutrients or toxic substances.
All recommended BMPs (best management practices) will be implemented in order to protect the water quality of the river and the wetlands. This includes minimization of grading needed to complete the project, install silt fence and inlet protection prior to any work, and disturbed areas will be immediately stabilized with erosion control matting and seeded with a floodplain wetland native seed mix and a temporary cover crop.

v. Shoreline protection against erosion.
Erosion matting and seeding as described above.

vi. Habitat for aquatic organisms.
Project construction will occur outside of the period of March 15 through May 15 in order to avoid impacts to fish movement, spawning, egg incubation periods, and high stream flows. This also avoids breeding season for the crayfish.

vii. Habitat for wildlife.
Same as above.

viii. Human use functional value.
The path and bridge will increase human access to the river.

ix. Groundwater recharge/discharge protection.
Erosion control best management practices as described above.

x. Aesthetic appeal, recreation, education, and science value.
An archaeological study was conducted in the proposed project area per WDNR requirement. The finding of the study was No Impact.

xi. Specify any State or Federal designated threatened or endangered species or species of special concern.
Prairie crayfish, State Special Concern.

xii. Existence within a Shoreland.
The entire project is located within the Shoreland zone of the Root River.

xiii. Existence within a Primary or Secondary Environmental Corridor or within an Isolated Natural Area, as those areas are defined and currently mapped by the Southeastern Wisconsin Regional Planning Commission from time to time.
This part of the Root River is part of Secondary Environmental Corridor.

g. Water Quality Protection. Describe how the project protects the public interest in the waters of the State of Wisconsin.
The project is being conducted in a way to minimize wetland disturbance and erosion impacts to the river. It is also providing an important safety function for

the community and is encouraging people to walk to school rather than drive.

5. Date of any previous application or request for an exemption or Special Exception and the disposition of that previous application or request (if any).
None

D. Copies of all necessary governmental agency permits for the project or a written statement as to the status of any application for each such permit. *(Please attach accordingly)*

Staff recommends providing statements to the following findings that will be considered by the Common Council in determining whether to grant or deny an exemption per Ordinance No. 2016-2224.

a. That the condition(s) giving rise to the request for an exemption were not self-imposed by the applicant (this subsection a. does not apply to an application to improve or enhance a natural resource feature):
This project has been endorsed by the City from its inception.

b. Compliance with the stream, shore buffer, navigable water-related, wetland, wetland buffer, and wetland setback requirement will:

i. be unreasonably burdensome to the applicants and that there are no reasonable practicable alternatives:
There is no practicable alternative that would achieve the project purpose and avoid all water related requirements.

; or

ii. unreasonably and negatively impact upon the applicants' use of the property and that there are no reasonable practicable alternatives:

c. The Special Exception, including any conditions imposed under this Section will:

i. be consistent with the existing character of the neighborhood: The bridge and trail will enhance the livability of the neighborhood and provide recreational and physical recreational activities.

; and

ii. not effectively undermine the ability to apply or enforce the requirement with respect to other properties:
Only one bridge is needed to achieve the project purpose. It is costly and the City is unlikely to build a second one.

; and

iii. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement:
The positive results will outweigh the negative impacts.

; and

iv. preserve or enhance the functional values of the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback in co-existence with the development (*this finding only applying to an application to improve or enhance a natural resource feature)*:

d. In making its determinations, the Common Council shall consider factors such as:

i. Characteristics of the real property, including, but not limited to, relative placement of improvements thereon with respect to property boundaries or otherwise applicable setbacks:
The trail has been routed to avoid single family homes to the extent practicable. The project occurs on land owned in common by the subdivision (River Park Partners, LLC).

ii. Any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district:
The land is already being used for stormwater management. The trail enhances this existing land use.

iii. Existing and future uses of property; useful life of improvements at issue; disability of an occupant:
Because the parcel is already serving as stormwater management, the future use is unlikely to change in the near future.

iv. Aesthetics:
The trail system will be seen as a plus by most residents of the subdivision. It is an enhancement to the walkability of the neighborhood.

v. Degree of noncompliance with the requirement allowed by the exemption:
The degree of noncompliance is minimal.

vi. Proximity to and character of surrounding property:
The surrounding properties are residential. A pedestrian trail is an appropriate use in this area.

vii. Zoning of the area in which property is located and neighboring area:
The project occurs in Zones FW and R-6, and comes near a C-1 to the north.

viii. Any negative affect upon adjoining property:
The trail has been moved away from the nearest home on River Park Ct. to the extent possible.

ix. Natural features of the property:
Impacts to the Root River floodplain forest have been reduced to the extent possible.

x. Environmental impacts:
The environmental impacts have been minimized.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Waukesha Service Center
141 NW Barstow, Room 180
Waukesha, WI 53188

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

October 2, 2017

GP-SE-2017-41-01096

River Park Partners of Franklin LLC
Glen Morrow
9229 W. Loomis Road
Franklin, WI 53132

Dear Mr. Morrow:

The Department of Natural Resources has completed its review of your application for a permit to construct a clear span bridge across the unnamed tributary to the Root River, in the City of Franklin, Milwaukee County. You will be pleased to know your application is approved with a few limitations.

Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist (found at http://dnr.wi.gov/topic/waterways/ - keyword: general permits). The permit conditions are attached to this letter which lists the conditions which must be followed.

A copy of this letter and the attached permit conditions must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you. You are responsible for meeting all general permit eligibility standards and permit conditions.

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

Be sure to contact your local zoning office and U.S. Army Corps of Engineers for any local or federal permits that may be required for your project.

Your next step will be to notify me of the date on which you plan to start construction and again after your project is complete.

For project details, maps, and plans related to this decision, please see application number WP-GP-SE-2017-41-X04-10T12-44-04 on the Department's permit tracking website at https://permits.dnr.wi.gov/water/SitePages/Permit%20Search.aspx.

If you have any questions about your permit, please call me at (262) 574-2132 or email Joshua.Wied@wisconsin.gov.

Sincerely,

Joshua Wied

Joshua Wied
Water Management Specialist
cc: April Marcangeli, U.S. Army Corps of Engineers
Milwaukee County Zoning Administrator
Conservation Warden
City of Franklin

STATE OF WISCONSIN **GENERAL PERMIT - Bridge-clear span**
DEPARTMENT OF NATURAL RESOURCES **GP-SE-2017-41-01096**

Glen Morrow is hereby granted under Section 30.123(7), Wisconsin Statutes, a permit to construct a clear span bridge across the unnamed tributary to the Root River, in the City of Franklin, Milwaukee County, also described as being in the SE1/4 of the NW1/4 of Section 14, Township 5 North, Range 21 East, subject to the following conditions:

PERMIT

1. You must notify Joshua Wied at phone (262) 574-2132 or email Joshua.Wied@wisconsin.gov before starting construction and again not more than 5 days after the project is complete.

2. You must complete the project as described on or before 10/01/2020. If you will not complete the project by this date, there is no opportunity for an extension and you must apply for a new permit.

3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.

4. Before you start your project, you must first obtain any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers. You are responsible for contacting these local and federal authorities to determine if they require permits or approvals for your project. These local and federal authorities are responsible for determining if your project complies with their requirements.

5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.

6. The Department may modify or revoke this permit for good cause, including if the project is not completed according to the terms of the permit or if the Department determines the activity is detrimental to the public interest.

7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.

8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.

9. The permittee shall maintain the project in good condition and in compliance with the terms and conditions of the permit, NR 320, Wis. Admin. Code and s. 30.206, Stats.

10. This project shall comply with all conditions identified in Wisconsin Administrative Code NR 320, and identified in the Instructions for the General Permit application.

11. You must submit a series of photographs to the Department, within one week of completing work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.

12. You, your agent, and any involved contractors or consultants may be considered a party to the violation pursuant to Section 30.292, Wis. Stats., for any violations of Chapter 30, Wisconsin Statutes, or this permit.

13. Construction shall be accomplished in such a manner as to minimize erosion and siltation into surface waters. Erosion control measures (such as silt fence and straw bales) must meet or exceed the technical standards of ch. NR 151, Wis. Admin. Code. The technical standards are found at: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html.

14. All equipment used for the project, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile, and pumps shall be de-contaminated for invasive and exotic viruses and species prior to use and after use.

    The following steps must be taken *every time* you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters shall not be used on other non-infested waters.

    1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.

    2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps.

    3. **Dispose** of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.

    4. **Wash your equipment** with hot (>104° F) and/or high pressure water,

       - OR -

       Allow your equipment to **dry thoroughly for 5 days**.

FINDINGS OF FACT

1. Glen Morrow has filed an application for a permit to construct a clear span bridge across the unnamed tributary to the Root River, in the City of Franklin, Milwaukee County, also described as being in the SE1/4 of the NW1/4 of Section 14, Township 5 North, Range 21 East.

2. The project will consist of installing a clear span wooden bridge over the Root River in association with the construction of a shared pedestrian/bicycle path between the S. River Lane and W. River Park Court in the City of Franklin.

3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans.

4. The Root River is a navigable water (and no bulkhead exists at the project site.)

5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.

6. The proposed project, if constructed in accordance with this permit will not adversely affect wetlands.

7. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 1.11, 30.123(7), Wisconsin Statutes and Chapters NR 102, 103, 150, 299, NR 320 of the Wisconsin Administrative Code.

8. The structure or deposit will not materially obstruct navigation because the bridge allows for proper clearance.

9. The structure or deposit will not be detrimental to the public interest because the bridge will completely span the waterbody and will not impact the Root River.

10. The structure or deposit will not materially reduce the flood flow capacity of a stream because the clear span bridge foundations are outside of the banks of the river and the deck gives proper clearance.

CONCLUSIONS OF LAW

1. The Department has authority under ch. 30, Wis. Stats., and ch. NR 320, Wis. Adm. Code, to issue a permit for the construction and maintenance of this project.

2. The Department has complied with s. 1.11, Wis. Stats.

NOTICE OF APPEAL RIGHTS

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions shall be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review shall name the Department of Natural Resources as the respondent.

Dated at Waukesha Service Center, Wisconsin on 10/02/2017.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

Joshua Wied

By _____
Joshua Wied
Water Management Specialist

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Waukesha Service Center
141 NW Barstow, Room 180
Waukesha, WI 53188

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711

October 2, 2017

GP-SE-2017-41-01097

River Park Partners of Franklin LLC
Glen Morrow
9229 W. Loomis Road
Franklin, WI 53132

RE: Coverage under the wetland statewide general permit for wetland fill or disturbance for recreational development, located in the City of Franklin, Milwaukee County, also described as being in the SE1/4 of the NW1/4 of Section 14, Township 5 North, Range 21 East.

Dear Mr. Morrow:

Thank you for submitting an application for coverage under the wetland statewide general permit for wetland fill or disturbance for recreational development, s. 281.36, Wis. Stats. Also, the Chapter 30 bridge application associated with the proposed construction of a clear span bridge over the root river is being processed separately.

You have certified that your project meets the eligibility criteria and conditions for this activity. Based upon your signed certification you may proceed with your project to fill 0.15 acres of wetlands. Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit WDNR-GP4-2013 (found at http://dnr.wi.gov/topic/waterways/construction/wetlands.html). The permit conditions are attached to this letter. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first. This permit coverage constitutes the state of Wisconsin's wetland water quality certification under USCS s. 1341 (Clean Water Act s. 401).

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Joshua Wied at (262) 574-2132 or email Joshua.Wied@wisconsin.gov to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin's wetland resources for future generations. Please be sure to obtain any other local, state or federal permits that are required before starting your project.

For project details, maps, and plans related to this decision, please see application number WP-GP-SE-2017-41-X04-10T12-44-04 on the Department's permit tracking website at https://permits.dnr.wi.gov/water/SitePages/Permit%20Search.aspx.

If you have any questions, please call me at (262) 574-2132 or email Joshua.Wied@wisconsin.gov.

Sincerely,

Joshua Wied

Joshua Wied
Water Management Specialist

cc: April Marcangeli, U.S. Army Corps of Engineers
Conservation Warden
City of Franklin

WDNR-GP4-2013 Permit Conditions – Recreational Development

You agree to comply with the following conditions:

1. **Application**. You shall submit a complete application package to the Department as outlined in the application materials and section 2 of this permit. If requested, you shall furnish the Department, within a reasonable timeframe, any information the department needs to verify compliance with the terms and conditions of this permit.

2. **Certification**. Acceptance of general permit WDNR-GP4-2013 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.

3. **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the DNR.

4. **Project Plans**. This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WDNR-GP4-2013

5. **Expiration**. This WDNR-GP4-2013 expires on July 19, 2018. The time limit for completing work authorized by the provisions of WDNR-GP4-2013 ends 5 years after the date on which the discharge is considered to be authorized under WDNR-GP4-2013 or until the discharge is completed, whichever occurs first.

6. **Other Permit Requirements**. You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, floodplain ordinance, other local authority, other state permits and by the U.S. Army Corps of Engineers before starting your project.

7. **Authorization Distribution**. You must supply a copy of the permit coverage authorization to every contractor working on the project.

8. **Project Start**. You shall notify the Department before starting construction.

9. **Permit Posting**. You must post a copy of this permit coverage letter at a conspicuous location on the project site prior to the execution of the permitted activity, and remaining at least five days after stabilization of the area of permitted activity. You must also have a copy of the permit coverage letter and approved plan available at the project site at all times until the project is complete.

10. **Permit Compliance**. The department may modify or revoke coverage of this permit if it is not constructed in compliance with the terms and conditions of this permit, or if the Department determines the project will be detrimental to wetland water quality standards. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any applicable conditions of this permit are found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.

11. **Construction Timing**. Construction should take place during frozen or dry conditions where practicable.

12. **Construction**. No other portion of the wetland may be disturbed beyond the area designated in the submitted plans.

13. **Project Completion**. Within one week of completion of the regulated activity, you shall submit to the Department a statement certifying the project is in compliance with all the terms and conditions of this permit, and photographs of the activities authorized by this permit. This statement must reference the Department-issued docket number, and be submitted to the Department staff member that authorized coverage.

14. **Proper Maintenance**. You must maintain the activity authorized by WDNR-GP4-2013 in good condition and in conformance with the terms and conditions of this permit utilizing best management practices. Any structure or fill authorized shall be properly maintained to ensure no additional impacts to the remaining wetlands.

15. **Site Access**. Upon reasonable notice, you shall allow access to the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance with the terms and conditions of WDNR-GP4-2013 and applicable laws.

16. **Erosion and siltation controls**. The project site shall implement erosion and sediment control measures that adequately control or prevent erosion, and prevent damage to wetlands as outlined in NR 151.11and 151.12, Wis. Adm. Code.

17. **Equipment use**. All equipment used for the project will be designed and properly sized to minimize the amount of disturbance to the wetland.

18. **Invasive Species**. All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing best management practices to avoid the spread of invasive species as outlined in NR 40, Wis. Adm. Code. For more information, refer to http://dnr.wi.gov/topic/Invasives/bmp.html.

19. **Federal and State Threatened and Endangered Species**. WDNR-GP4-2013 does not affect the DNR's responsibility to insure that all authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wis. Stats and applicable State Laws. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/or State law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act.

20. **Special Concern Species**. If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable action to prevent significant adverse impacts to the species of concern.

21. **Historic Properties and Cultural Resources**. WDNR-GP4-2013 does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and s. 44.40, Wis. Stats. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Officer must be contacted for further instruction.

22. **Preventive Measures**. Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at **1-800-943-0003**.

23. **Suitable fill material.** All fill authorized under this permit shall be free from hazardous substances as defined by s. 289.01(11), Wis. Stats., free from solid waste as defined by s. 289.01(11) and (33), Wis. Stats., and any fill must consist of clean, suitable soil material as defined by s. NR 500.03(214), Wis. Admin. Code.

24. **Standard for Coverage**. Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department.

25. Projects that impact wetland must comply with the wetland water quality standards outlined in Wis. Stat. s. 281.36(3g)(d) and Wis. Admin. Code NR 103, including the submission of a narrative describing avoidance and minimization of wetlands.

26. **Transfers**. Coverage under this permit is transferable to any person upon prior written approval of the transfer by the Department.

27. **Limits of State Liability**. In authorizing work, the State Government does not assume any liability, including for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the State in the public interest.
c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
d. Design or construction deficiencies associated with the permitted work.
e. Damage claims associated with any future modification, suspension, or revocation of this WDNR-GP4-2013.

28. **Reevaluation of Decision**. The Department may suspend, modify or revoke authorization of any previously authorized activity and may take enforcement action if the following occur:

    a. The applicant fails to comply with the terms and conditions of WDNR-GP4-2013.
    b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate.
    c. Significant new information surfaces which was not available at the time of the application that this office did not consider in reaching the original decision.

DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

REPLY TO ATTENTION OF
REGULATORY BRANCH

OCT 1 3 2017

Regulatory File No. MVP-2016-01181-ANM

River Park Partners of Franklin LLC
Glen Morrow
9229 W. Loomis Road
Franklin, WI 53132

Dear Mr. Morrow:

This correspondence is in regard to your pre-construction notification (PCN) requesting Department of the Army (DA) authorization to permanently discharge fill material within 0.15 acre of wetland adjacent to the Root River for the purpose of constructing a new clear span pedestrian bridge and paved walking path. The project site is in Section 14, Township 5 North, Range 21 East, Milwaukee County, Wisconsin.

Your project as shown on the enclosed figures labeled MVP-2016-01181-ANM Figures 1 and 2 is authorized by Nationwide Permit (NWP) No. 42 Recreational Facilities.

In order for this verification to be valid, you must ensure the work is performed in accordance with the enclosed NWP terms, General Conditions, St. Paul District Regional Conditions, and the Wisconsin Department of Natural Resources' 401 Water Quality Certification Conditions.

You are also required to complete and return the enclosed Compliance Certification form within 30 days upon completion of your project in accordance with NWP General Condition 30. Please mail the completed form to the Corps contact identified in the last paragraph.

This verification is valid until March 18, 2022, unless the NWP is modified, suspended, or revoked. If the work has not been completed by that time, you should contact this office to verify that the permit is still valid. Furthermore, if you commence or are under contract to commence this activity before the date of NWP expiration, modification, or revocation, you will have 12 months from the date of expiration, modification or revocation to complete the activity under the present terms and conditions of the NWP. This will apply to all NWPs unless discretionary authority has been exercised on a case-by-case basis to modify, suspend, or revoke the authorization in accordance with 33 CFR 330.4(e) and 33 CFR 330.5(c) or (d).

Our verification of this NWP is based on the project description and construction methods provided in your PCN. You are cautioned that a change in the location or plans may invalidate this verification. Proposed changes should be coordinated with this office prior to construction. Failure to comply with all terms and conditions of this NWP verification invalidates this verification and could result in a violation of Section 301 of the Clean Water Act or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

No jurisdictional determination was requested or prepared for this project. While not required, you may request a jurisdictional determination from the Corps contact indicated below.

Regulatory Branch (File No. MVP-2016-01181-ANM)

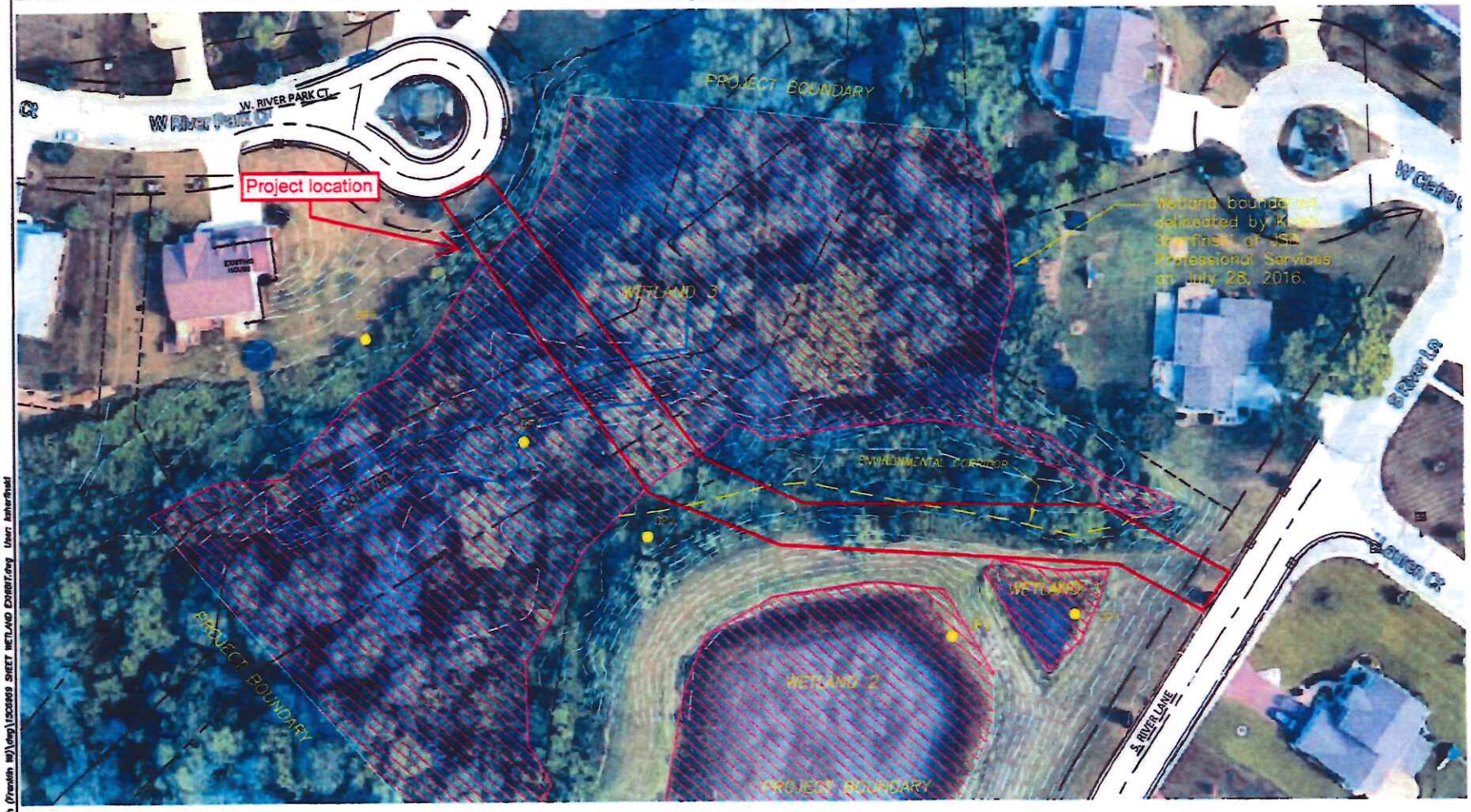
If you have any questions, please contact April Marcangeli in our Brookfield office at (651) 290-5731 or April.N.Marcangeli@usace.army.mil. In any correspondence or inquiries, please refer to the Regulatory file number shown above.

Sincerely,

for Marie Kopka
Senior Project Manager

Enclosures
cc: Justin Johnson, JSD Professional Services, Inc.
Josh Wied, WDNR (GP-SE-2017-41-01096, 01097)

MADISON | MILWAUKEE | KENOSHA | APPLETON



north

SCALE IN FEET

50' 0 50'

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners
MILWAUKEE REGIONAL OFFICE
N22 W22991 NAGEL'S COURT SUITE 3
WAUKESHA, WISCONSIN 53186
262.513.0666 PHONE | 262.513.1232 FAX
www.jsdinc.com

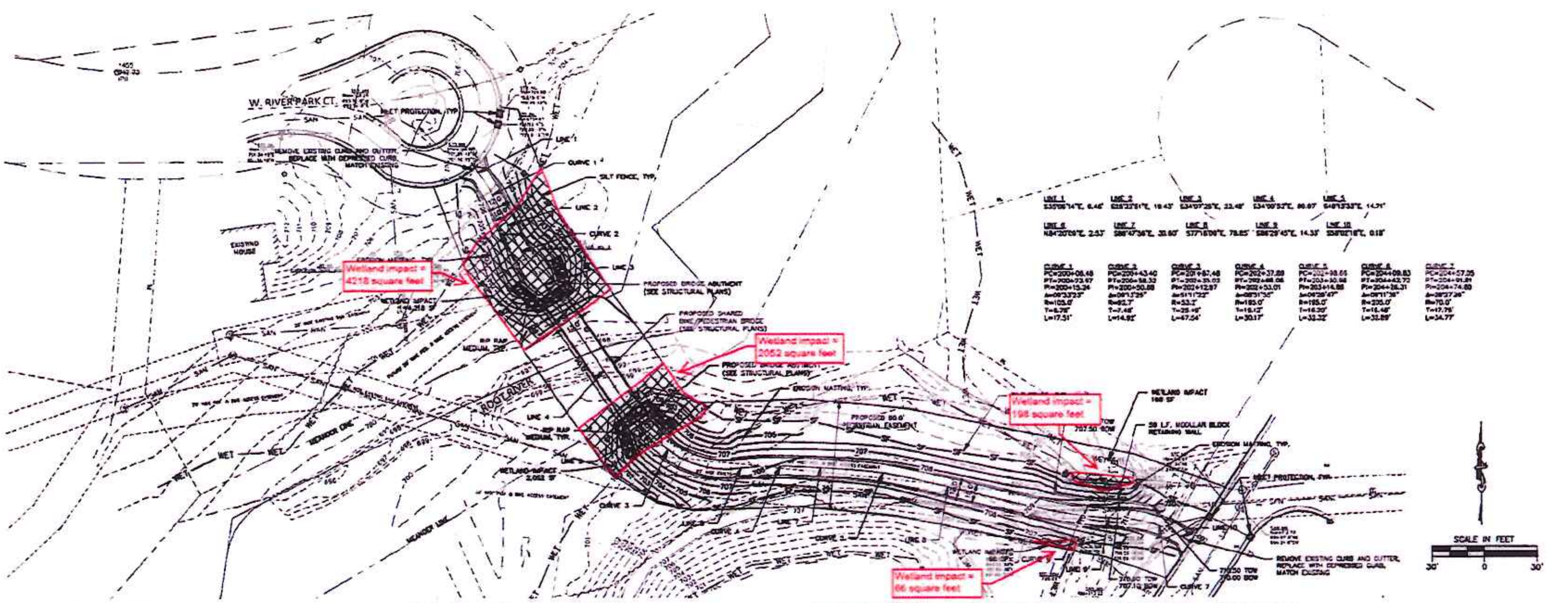
PROJECT:
River Park Trail
City of Franklin

SHEET TITLE:
WETLAND EXHIBIT

JSD PROJECT NUMBER: 15-8969
DRAWN BY: KAS
CHECKED BY: JLJ
DATE: 08-02-2016

SHEET NUMBER:

f:\2015\15C8969 River Park Path (Franklin WI)\dwg\15C8969 SHEET WETLAND EX8801.dwg User: lsherlinski



CONSTRUCTION SITE SEQUENCING

1. INSTALL PERIMETER SILT FENCE AND EXISTING INLET PROTECTION.
2. STRIP AND STOCKPILE TOPSOIL, INSTALL SILT FENCE AROUND PERIMETER OF STOCKPILE.
3. CONDUCT ROUGH GRADING EFFORTS.
4. COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT PAVEMENTS.
5. PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROLS.
6. EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.

CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.

LEGEND

Symbol	Description
ⓢ	SANITARY SEWER MANHOLE
●	STORM MANHOLE
⊖	CATCH BASIN ROUND
▣	CATCH BASIN SQUARE
☋	FIRE HYDRANT
▪	WATER VALVE
●	GAS VALVE
⌑	LIGHT POLE
▣	TELEPHONE PEDESTAL
ⓔ	ELECTRICAL MANHOLE
⊣	SIGN
ø	POWER POLE
⤙	GUY WIRE
—— SAN ——	SANITARY SEWER
—— FM ——	SANITARY FORCE MAIN
—— W ——	WATER MAIN
—— ST ——	STORM SEWER
—— G ——	UNDERGROUND GAS
—— E ——	UNDERGROUND ELECTRIC
—— T ——	UNDERGROUND TELEPHONE
—— F/R ——	UNDERGROUND FIBER OPTICS
—— OH ——	OVERHEAD UTILITY
—— SF ——	SILT FENCE
✲	CONIFEROUS TREE
⊙	DECIDUOUS TREE
✸	CAUTION UNDERGROUND UTILITIES

EROSION AND SEDIMENT CONTROL NOTES:

1. ALL CONSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN WISCONSIN'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (WPDES) STORMWATER GENERAL PERMIT FOR CONSTRUCTION SITE LAND DISTURBANCE ACTIVITIES. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND CITY OF FRANKLIN ORDINANCE. THESE PROCEDURES AND STANDARDS SHALL BE REFERRED TO AS BEST MANAGEMENT PRACTICES (BMP'S). IT IS THE RESPONSIBILITY OF ALL CONTRACTORS ASSOCIATED WITH THE PROJECT TO OBTAIN A COPY OF, AND UNDERSTAND, THE BMP'S PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
2. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL CONTROL MEASURES AS DIRECTED BY JSD PROFESSIONAL SERVICES, INC. OR GOVERNING AGENCIES SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
3. MODIFICATIONS TO THE APPROVED EROSION CONTROL PLAN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS ARE ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL MODIFICATIONS MUST BE APPROVED BY JSD/MUNICIPALITY PRIOR TO DEVIATION OF THE APPROVED PLAN.
4. INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE, AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER, AS SHOWN ON PLAN IN ORDER TO PROTECT ADJACENT PROPERTIES/STORM SEWER SYSTEMS FROM SEDIMENT TRANSPORT.
5. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION(S) WITH THE PROPER AUTHORITIES, PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES OTHER THAN AS SHOWN ON THE PLANS MUST BE PRIOR APPROVED BY THE APPLICABLE GOVERNING AGENCIES PRIOR TO INSTALLATION.
6. PAVED SURFACES ADJACENT TO CONSTRUCTION ENTRANCES SHALL BE SWEPT AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE GOVERNING AGENCIES.
7. ALL EXISTING STORM SEWER FACILITIES THAT WILL COLLECT RUNOFF FROM DISTURBED AREAS SHALL BE PROTECTED TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS. INLET PROTECTION SHALL BE IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER. ALL INLETS, STRUCTURES, PIPES, AND SWALES SHALL BE KEPT CLEAN AND FREE OF SEDIMENTATION AND DEBRIS.
8. AT A MINIMUM, SEDIMENT BASINS AND NECESSARY TEMPORARY DRAINAGE PROVISIONS SHALL BE CONSTRUCTED AND OPERATIONAL BEFORE ROUGHING OF SIGNIFICANT MASS GRADING OPERATIONS TO PREVENT OFFSITE DISCHARGE OF UNTREATED RUNOFF.
10. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE OWNER WILL BE RESPONSIBLE IF EROSION CONTROL IS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE PROJECT. THE SITE HAS BEEN COMPLETELY STABILIZED, AND ACCEPTED AS SUCH BY THE OWNER.
11. TOPSOIL STOCKPILES SHALL HAVE A BERM OR TRENCH AROUND THE CIRCUMFERENCE AND PERIMETER SILT FENCE TO CONTROL SILT. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IS REQUIRED.
12. EROSION CONTROL MEASURES TEMPORARILY REMOVED FOR UNAVOIDABLE CONSTRUCTION ACTIVITIES SHALL BE IN WORKING ORDER PRIOR TO THE COMPLETION OF EACH WORK DAY.
13. MAINTAIN SOIL EROSION CONTROL DEVICES THROUGH THE DURATION OF THE PROJECT. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBANCES ASSOCIATED WITH EROSION CONTROL REMOVAL SHALL BE IMMEDIATELY STABILIZED.
14. PUMPS MAY BE USED AS BYPASS DEVICES. IN NO CASE SHALL PUMPED WATER BE DIVERTED OUTSIDE THE PROJECT LIMITS.
15. GRADING EFFORTS SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION, EROSION AND SEDIMENT CONTROL MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS, AND THE USE OF TEMPORARY OR PERMANENT MEASURES. ALL DISTURBED AREAS THAT WILL NOT BE WORKED FOR A PERIOD OF THIRTY (30) DAYS REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH TECHNICAL STANDARDS.
16. ALL DISTURBED SLOPES EXCEEDING 4:1 YET LESS THAN 3:1, SHALL BE STABILIZED WITH NORTH AMERICAN GREEN S75BN EROSION MATTING (OR APPROVED EQUAL) AND DISTURBED SLOPES EXCEEDING 3:1 YET LESS THAN 2:1 SHALL BE STABILIZED WITH NORTH AMERICAN GREEN C125BN (OR APPROVED EQUAL) OR APPLICATION OF AN APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES.
17. DURING PERIODS OF EXTENDED DRY WEATHER, THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE FOR THE PURPOSE OF WATERING DOWN SOILS WHICH MAY OTHERWISE BECOME AIRBORNE. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE.
18. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE VISUALLY INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM ON A DAILY BASIS.
19. QUALIFIED PERSONNEL (PROVIDED BY THE GENERAL/PRIME CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED AND EROSION AND SEDIMENT CONTROLS WITHIN 24 HOURS OF ALL 0.5-INCH, OR MORE, PRECIPITATION EVENTS WITH A MINIMUM INSPECTION INTERVAL OF ONCE EVERY SEVEN (7) CALENDAR DAYS IN THE ABSENCE OF A QUALIFYING RAIN OR SNOWFALL EVENT. REPORTING SHALL BE IN ACCORDANCE WITH PART IV D.4. (a-f). OF THE WPDES GENERAL PERMIT. CONTRACTOR SHALL IMMEDIATELY ARRANGE TO HAVE ANY DEFICIENT ITEMS REVEALED DURING INSPECTIONS REPAIRED/REPLACED.
20. THE FOLLOWING MAINTENANCE PRACTICES SHALL BE USED TO MAINTAIN, IN GOOD AND EFFECTIVE OPERATING CONDITIONS, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES, AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN. UPON IDENTIFICATION, DEFICIENCIES IN STORMWATER CONTROLS SHALL BE ADDRESSED IMMEDIATELY. THE MAINTENANCE PROCEDURES FOR THIS DEVELOPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO THE BELOW.
   - SILT FENCE – REPAIR OR REPLACE ANY DAMAGED FILTER FABRIC AND/OR STAKES. REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE ABOVE GROUND HEIGHT OF THE FENCE.
   - CONSTRUCTION ENTRANCE – AS NEEDED, ADD STONE TO MAINTAIN CONSTRUCTION ENTRANCE DIMENSIONS AND EFFECTIVENESS.
   - DITCH CHECK (STRAW BALES) – RE-SECURE STAKES, ADJUST OR REPOSITION BALES TO ADDRESS PROPER FLOW OF STORMWATER, AND REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE BALE.
   - EROSION CONTROL MATTING – REPAIR MATTING IMMEDIATELY IF INSPECTION REVEALS BREACHED OR FAILED CONDITIONS. REPAIR AND RE-GRADE SOIL WHERE CHANNELIZATION HAS OCCURRED.

   ADDITIONAL POLLUTANT CONTROL MEASURES TO BE IMPLEMENTED DURING CONSTRUCTION ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING.
   - CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF. THIS INCLUDES ALL CONSTRUCTION SITE WASTE MATERIAL, SANITARY WASTE, AND WASTE FROM VEHICLE TRACKING OF SEDIMENTS. THE CONTRACTOR SHALL ENSURE THAT NO MATERIAL WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURIED, DUMPED, BURNED, OR DISCHARGED TO THE WATERS OF THE STATE. VEHICLES HAULING MATERIAL AWAY FROM THE SITE SHALL BE COVERED WITH A TARPAULIN TO PREVENT BLOWING DEBRIS.
   - DUST CONTROL SHALL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:
     A. COVERING 30% OR MORE OF THE SOIL SURFACE WITH A NON-ERODIBLE MATERIAL.
     B. ROUGHENING THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND. RIDGES SHALL BE AT LEAST SIX (6) INCHES IN HEIGHT.
     C. FREQUENT WATERING OF EXCAVATION AND FILL AREAS.
     D. PROVIDING GRAVEL OR PAVING AT ENTRANCE/EXIT DRIVES, PARKING AREAS AND TRANSIT PATHS.
   - STREET SWEEPING SHALL BE PERFORMED TO IMMEDIATELY REMOVE ANY SEDIMENT TRACKED ON PAVEMENTS.

GRADING NOTES

1. CONTRACTOR SHALL VERIFY ALL GRADES. ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO JSD PROFESSIONAL SERVICES, INC. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
2. ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
3. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.
   - CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE JSD ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
   - THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
4. GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
5. THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARD OF AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY AND TO WITHIN 3 PERCENT OF THE OPTIMUM MOISTURE CONTENT VALUE BASED ON THE MODIFIED PROCTOR TEST (ASTM D1557). THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
6. IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
7. WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MORE RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL; OR THE MAXIMUM COMPACTION LIFT DEPTH.
8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
9. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
10. THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
11. CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
12. CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
14. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
15. CONTRACTOR SHALL COMPLY WITH ALL CITY AND/OR STATE CONSTRUCTION STANDARDS/ORDINANCES.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PRIVATE PROPERTY STOCK PILE AGREEMENTS.

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
"BUILDING RELATIONSHIPS WITH A COMMITMENT TO CLIENT SATISFACTION THROUGH TRUST, QUALITY AND EXPERIENCE"
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MILWAUKEE REGIONAL OFFICE
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MADISON | MILWAUKEE | KENOSHA
www.jsdinc.com

SERVICES PROVIDED TO:
City of Franklin

PROJECT:
RIVER PARK
TRAIL DEVELOPMENT

PROJECT LOCATION:
CITY OF FRANKLIN
MILWAUKEE COUNTY, WI

JSD PROJECT NO.: 15C5868

SEAL/SIGNATURE:

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR AND SUBCONTRACTORS MUST CHECK ALL DETAIL AND DIMENSIONS OF THEIR TRADE AND BE RESPONSIBLE FOR THE SAME.

DESIGN:	TJE	09-01-16
DRAWN:	TJE	09-01-16
APPROVED:	ILJ	11-29-16

PLAN MODIFICATIONS:	DATE:
CITY SUBMITTAL	02-06-2017

DIGGERS HOTLINE
Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

SHEET TITLE:
SITE, GRADING AND EROSION CONTROL PLAN

SHEET NUMBER:
C3.0

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42. Recreational Facilities. Discharges of dredged or fill material into non-tidal waters of the United States for the construction or expansion of recreational facilities. Examples of recreational facilities that may be authorized by this NWP include playing fields (e.g., football fields, baseball fields), basketball courts, tennis courts, hiking trails, bike paths, golf courses, ski areas, horse paths, nature centers, and campgrounds (excluding recreational vehicle parks). This NWP also authorizes the construction or expansion of small support facilities, such as maintenance and storage buildings and stables that are directly related to the recreational activity, but it does not authorize the construction of hotels, restaurants, racetracks, stadiums, arenas, or similar facilities.

The discharge must not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. The discharge must not cause the loss of more than 300 linear feet of stream bed, unless for intermittent and ephemeral stream beds the district engineer waives the 300 linear foot limit by making a written determination concluding that the discharge will result in no more than minimal adverse environmental effects. The loss of stream bed plus any other losses of jurisdictional wetlands and waters caused by the NWP activity cannot exceed 1/2-acre. This NWP does not authorize discharges into nontidal wetlands adjacent to tidal waters.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 32.) (Authority: Section 404)

2017 Nationwide Permits St. Paul District Regional and General Conditions

To qualify for NWP authorization, the prospective permittee must comply with the following regional and general conditions, as applicable, in addition to any regional or case specific conditions imposed by the division engineer or district engineer. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

The following Regional Conditions are applicable to all NWPs:

Nationwide Permit (NWP) Limitations:

A. **Discretionary authority:** As allowed under 33 CFR 330.1(d), the District retains discretionary authority to require an individual permit of any activity eligible for authorization by a NWP based on concern for the aquatic environment or for any other factor of the public interest.

B. **Limit on Tributary Impacts:** Any regulated activity that would result in the loss of greater than 500 linear feet of a tributary in a single location is not authorized by a NWP with the exception of projects verified by NWPs 13, 27, 32, 37, 53 or 54 where the permanent alteration would have an overall beneficial effect on the aquatic ecosystem associated with discharges proposed. A waiver from the specifications in this Regional Condition may be requested in writing. The waiver will only be issued if it can be demonstrated that permanent alteration of the tributary would have an overall beneficial effect on the aquatic ecosystem associated with the discharges proposed. This regional condition does not expand the limitations of a specific NWP where that NWP is more restrictive.

C. **Linear Projects:** No linear utility or linear transportation projects are eligible for authorization by NWPs. These projects will be reviewed for authorization under the St. Paul District's regional or programmatic general permits or an individual permit.

D. **Great Lakes Compact:** No project or part of a project that would divert more than 10,000 gallons per day of surface or ground water into or out of the Great Lakes Basin is authorized by NWPs.

E. **Tribal Rights:** As stated in General Condition 17 of the NWPs, no activity may impair tribal rights, including treaty rights, protected tribal resources or tribal lands.

F. **Areas under a Special Area Management Plan:** Regulated activities located within an area eligible for authorization under a valid Special Area Management Plan with an associated programmatic general permit are ineligible for authorization by NWPs.

G. **Designated Critical Resource Water:** The Lake Superior National Estuarine Research Reserve is a designated critical resource water and is subject to the NWP limitations and PCN requirements described in General Condition #22 of the NWPs.

H. **Calcareous fens:**
WISCONSIN: No work in a calcareous fen is authorized by a NWP unless the Wisconsin Department of Natural Resources (WI DNR) has approved an individual permit for the proposed regulated activity. Project proponents must provide evidence of an approved individual permit to the District.
MINNESOTA: No work in a calcareous fen is authorized by a NWP unless the Minnesota Department of Natural Resources (MN DNR) has approved a calcareous fen management plan specific to a project that otherwise qualifies for authorization by a NWP. Project proponents must provide evidence of an approved fen management plan to the District. A list of known Minnesota calcareous fens can be found at: http://files.dnr.state.mn.us/eco/wetlands/calcareous_fen_list.pdf .

Pre-Construction Notification (PCN) Requirements for Specific Water/Places

I. **PCNs for Special Aquatic Resources:** A project proponent must notify the District by submitting a PCN if a regulated activity would occur in any of the following aquatic resources. **Prior to beginning work in these waters, a District NWP verification letter must be received.**
PROJECTS IN WISCONSIN:
(1) state-designated wild rice waters (https://data.glifwc.org/manoomin.harvest.info);
(2) coastal plain marshes;
(3) bog wetland plant communities;
(4) interdunal wetlands;
(5) Great Lakes ridge and swale complexes;
(6) fens; and
(7) wetland sites designated of international importance under the Ramsar Convention, including: the Horicon Marsh, Upper Mississippi River Floodplain Wetland, Kakagon and Bad River Slough, Door Peninsula Coastal Wetlands, Chiwaukee Illinois Beach Lake Plain.
The complete Ramsar list is available at (https://rsis.ramsar.org/).
More information about plant community types 2-5 listed above, may be obtained from the Wisconsin Department of Natural Resources website at: http://dnr.wi.gov/topic/EndangeredResources/Communities.asp?mode=group&Type=Wetland.
Additional information on identifying bog and fen communities can be found at: http://www.mvp.usace.army.mil/Missions/Regulatory.aspx.
PROJECTS IN MINNESOTA:
(1) wild rice waters listed in Appendix A of these conditions and identified in Minn. R. 7050.0470, subpart 1;
(2) bog wetland plant communities; and
(3) fens.
Additional information on identifying bog and fen communities can be found at: http://www.mvp.usace.army.mil/Missions/Regulatory.aspx and at the MN DNR's Native Plant Community Classification's website: http://www.dnr.state.mn.us/npc/classification.html.

J. **PCNs for Bridges, Structures, and Vessels more than 50 years old:** A project proponent must notify the District by submitting a PCN if work or fill requiring District authorization would affect a bridge, structure or permanently moored or sunken vessels more than 50 years old.

K. **PCNs for Suspected Sediment or Soil Contamination:** A project proponent must notify the District by submitting a PCN if any regulated activity would occur in areas of known or suspected sediment or soil contamination, including but not limited to Superfund sites. Superfund sites in Minnesota or Wisconsin can be located by searching the EPA's website: https://www.epa.gov/superfund/search-superfund-sites-where-you-live. This condition does not apply to NWP 20. Response Operations for Oil or Hazardous Substances.

L. **PCNs for the Apostle Islands National Lakeshore and Madeline Island:** A project proponent must notify the District by submitting a PCN if the regulated activity would result in the work, fill or placement of a structure within the boundaries of the Apostle Islands National Lakeshore or Madeline Island in Wisconsin. **Prior to beginning regulated activities in these waters, a District NWP verification letter must be received.**

M. **PCNs for Temporary Impacts:** A project proponent must notify the District by submitting a PCN if temporary impacts would remain in place for longer than 90 days between May 15 and November 15. The PCN must specify how long the temporary impact will remain and include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. See also Regional Condition Q.

Mitigation Requirements

N. **Compensatory Mitigation:** Proposed projects that require a PCN must include a statement describing how permanent *and* temporary impacts to waters of the U.S. would be avoided and minimized. The PCN must also include either: (a) a statement describing how impacts to waters of the U.S. would be compensated in accordance with the Federal Mitigation Rule (33 CFR Part 332) and the current St Paul District Policies for Compensatory Mitigation or (b) a statement explaining why compensatory mitigation should not be required for the proposed impacts.

Site Protection

O. **Site Inspection:** The permittee shall allow representatives from the District to inspect the proposed project site and the authorized activity to ensure that it is being, or has been, constructed and maintained in accordance with the NWP authorization.

P. **Restoration for Temporary Impacts:** All temporary impacts in waters of the U.S., including wetlands, that occur as a result of the regulated activity must be fully contained with appropriate erosion control or containment methods, be restored to preconstruction contours and elevations, and revegetated with native, non-invasive vegetation. A project proponent may request, in writing, a waiver from this condition from the District. An acceptable reason for a waiver to this condition may include, but is not limited to, the District allowing natural restoration of the site when the resulting grade and existing seed bank are sufficient for the site to restore to pre-construction conditions.

Q. **Duration of Temporary Impacts:** Temporary impacts in waters of the U.S., including wetlands, must be avoided and limited to the smallest area and the shortest duration required to accomplish the project purpose.
PART A, ACTIVITIES WITHOUT PCN REQUIREMENTS:
Temporary impacts may not remain in place longer than 90 days between May 15 and November 15. Before those 90 days have lapsed all temporary discharges must be removed in their entirety. If the temporary impacts would remain in place for longer than 90 days between May 15 and November 15, a PCN is required and the activity is subject to the requirements and limitations described in part B of this regional condition.
PART B, ACTIVITIES WITH PCN REQUIREMENTS:
The PCN must specify how long the temporary impact will remain and include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions. Temporary impacts are allowed to stay in place as long as specified in the PCN unless otherwise conditioned in a Corps NWP verification. All temporary impacts must be removed in their entirety in accordance with the plan described in the PCN unless otherwise conditioned in a NWP verification provided by the District.

R. **Culverts and Crossings:** Unless a NWP verification authorizes otherwise, replacement and installation of culverts or crossings authorized by a NWP are to follow (or be restored to) the natural alignment and profile of the tributary. The culvert(s) or bridge(s) must adequately pass bedload, sediment load, and provide site-appropriate fish and wildlife passage. Example design elements include recessing single culverts to accommodate natural bankfull width and adjusting additional culvert inverts at an elevation higher than the bankfull elevation.

S. **Best Management Practices:** To minimize adverse effects from soil loss and/or sediment transport that may occur as a result of the authorized discharge and associated earth work, appropriate best management practices shall be maintained and remain in place until the affected area is stabilized with vegetation or ground cover.

T. **Riprap:** For all NWPs that allow for the use of riprap material for bank stabilization, only rock shall be used and it must be of a size sufficient to prevent its movement from the authorized alignment by natural forces under normal or high flows. A project proponent may request from the District, in writing, approval to use alternative riprap materials.

U. **Pollutant or Hazardous Waste Spills:** If a spill of any potential pollutant or hazardous waste occurs, it is the responsibility of the permittee to immediately notify the National Response Center at 1-800-424-8802 or www.nrc.uscg.mil AND
IN WISCONSIN: the Wisconsin Department of Natural Resources' Spills Team at 1-800-943-0003
IN MINNESOTA: the Minnesota State Duty Officer at 1-800-422-0798.
The permittee is responsible for removing such pollutants and hazardous materials and for minimizing any contamination resulting from a spill in accordance with state and federal laws.

V. **Clean Construction Equipment:** All construction equipment must be clean prior to entering and before leaving the work site in order to prevent the spread of invasive species.

W. **Compliance:** The permittee is responsible for ensuring that whoever performs, supervises or oversees any portion of the physical work associated with the construction of the project has a copy of and is familiar with all the terms and conditions of the NWP and any special conditions included in any written verification letter from the District. The permittee is ultimately responsible for ensuring that all the terms and conditions of the NWPs are complied with.

The following General Conditions are applicable to all NWPs:

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1. **Navigation.**
(a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. **Adverse Effects from Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. **Management of Water Flows.** To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or

high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers.

(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or Study River (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: http://www.rivers.gov/.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species.

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non- Federal applicant of the Corps' determination within 45 days of receipt of a complete preconstruction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their World Wide Web pages at http://www.fws.gov/ or http://www.fws.gov/ipac and http://www.nmfs.noaa.gov/pr/species/esa/ respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to

determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties.

(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns.

Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 **Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.**

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

_____

(Transferee)

_____

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible

mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

(a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a preconstruction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) Agency Coordination:

(1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for:

(i) all NWP activities that require preconstruction notification and result in the loss of greater than 1/2-acre of waters of the United States;

(ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed;

(iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and

(iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

BEFORE THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES

Application of the United States Department of the Army,)
Corps of Engineers, for Water Quality Certification for the)
Final Regulations Pertaining to the Issuance, Reissuance,)
and Modification of Nationwide Permits)

On January 6, 2017, the United States Department of the Army, Corps of Engineers (COE), published its final notice regarding the Issuance of Nationwide Permits (NWPs) in the Federal Register (agency docket number COE-2015-0017). The publication includes new, existing, and modified NWPs. Publication of these NWPs serves as the Corps' application to the State for water quality certification (WQC) under Section 401 of the Federal Clean Water Act (CWA).

The Wisconsin Department of Natural Resources (WDNR) has examined the final regulations pursuant to Section 401, CWA, and Chapter NR 299, Wisconsin Administrative Code (Wis. Adm. Code).

The WDNR has determined the following conditions for the NWPs are required to ensure compliance with state water quality standards enumerated in s. 299.04, Wis. Adm. Code. The certification contained herein shall expire on March 19, 2022.

Section 401 Certification does not release the permittee from obtaining all other necessary federal, state, and local permits, licenses, certificates, approvals, registrations, charters, or similar forms of permission required by law. It does not limit any other state permit, license, certificate, approval, registration, charter, or similar form of permission required by law that imposes more restrictive requirements. It does not eliminate, waive, or vary the permittee's obligation to comply with all other laws and state statutes and rules throughout the construction, installation, and operation of the project. This Certification does not release the permittee from any liability, penalty, or duty imposed by Wisconsin or federal statutes, regulations, rules, or local ordinances, and it does not convey a property right or an exclusive privilege.

This Certification does not replace or satisfy any environmental review requirements, including those under the Wisconsin Environmental Policy Act (WEPA) or the National Environmental Policy Act (NEPA).

Note: The specific language in the NWPs is not included in this document. Copies of complete nationwide permits published in the Federal Register on January 6, 2017, may be obtained from your local COE field office.

STATE CONDITIONS AND LIMITATIONS OF CERTIFICATION

GENERAL CONDITIONS:

1. The permittee shall allow the WDNR reasonable entry and access to the discharge site to inspect the discharge for compliance with the certification and applicable laws.

2. If any of these §401 water quality certification conditions are found invalid or unenforceable, the water quality certification is denied for all activities to which that condition applies.

3. Water quality certification is denied without prejudice for activities involving the temporary stockpiling of dredged or fill material in waters of the state, including wetlands.

4. No discharges of dredged or fill material below the ordinary high water mark of a navigable stream as defined by s. 310.03(5), Wis. Adm. Code, may take place during fish spawning periods or times when nursery areas would be adversely impacted. These periods are:

- September 15th through May 15th for all trout streams and upstream to the first dam or barrier on the Root River (Racine County), the Kewaunee River (Kewaunee County), and Strawberry Creek (Door County). To determine if a waterway is a trout stream, you may use the WDNR website trout maps at http://dnr.wi.gov/topic/fishing/trout/streammaps.html.
- March 1st through June 15th for ALL OTHER waters.

5. Unless specifically exempt from state statute and federal Pre-Construction Notification (PCN) requirements, Applicants seeking authorization under these NWPs shall complete the Joint State/Federal Permit Application on the department e-permitting site at http://dnr.wi.gov/Permits/Water/.

Nationwide Permits Granted Water Quality Certification:

- NWP 3 – Maintenance
- NWP 4 – Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
- NWP 5 – Scientific Measurement Devices
- NWP 6 – Survey Activities
- NWP 13 – Bank Stabilization
- NWP 15 – U.S. Coast Guard Approved Bridges
- NWP 16 – Return Water From Upland Contained Disposal Areas
- NWP 18 – Minor Discharges
- NWP 20 –Response Operations for Oil or Hazardous Substances
- NWP 22 – Removal of Vessels
- NWP 25 – Structural Discharges
- NWP 27 – Aquatic Habitat Restoration, Enhancement, and Establishment Activities
- NWP 28 – Modifications of Existing Marinas
- NWP 30 – Moist Soil Management for Wildlife
- NWP 31 – Maintenance of Existing Flood Control Facilities
- NWP 35 – Maintenance Dredging of Existing Basins
- NWP 36 – Boat Ramps
- NWP 37 – Emergency Watershed Protection and Rehabilitation
- NWP 38 – Cleanup of Hazardous and Toxic Waste
- NWP 45 – Repair of Uplands Damaged by Discrete Events
- NWP 53 – Removal of Low-Head Dams
- NWP 54 – Living Shorelines

Nationwide Permits for which Water Quality Certification is Partially Denied

WQC is certified or denied without prejudice as indicated below for the activities authorized by the following NWPs. Certified activities are subject to WQC conditions 1-5 above. If activities are denied without prejudice, the applicant must apply to the WDNR for an individual 401 WQC.

- NWP 7 - Outfall Structures and Associated Intake Structures
  - WQC denied: Where the effluent from the outfall is not regulated under the WPDES permit program. WPDES permit information is available at: http://dnr.wi.gov/topic/wastewater/PermitApplications.html
  - WQC certified: All other NWP 7 activities.
- NWP 32 - Completed Enforcement Actions
  - WQC denied: If WDNR is not a party to the agreement or if WDNR has not concurred in writing with the settlement agreement.
  - WQC certified: All other NWP 32 activities.
- NWP 39 - Commercial and Institutional Developments
  - WQC denied: Discharges of dredged or fill material for the construction of the following attendant features: yards, recreation facilities, stormwater management facilities or wastewater management facilities.
  - WQC certified: All other NWP 39 activities.
- NWP 41 - Reshaping Existing Drainage Ditches
  - WQC denied: If any portion of the project will occur in or adjacent to a trout stream or any perennial tributaries to a trout stream. To determine if a waterway is a trout stream, you may use the WDNR website trout maps at http://dnr.wi.gov/topic/fishing/trout/streammaps.html.
  - WQC certified: All other NWP 41 activities.
- NWP 42 - Recreational Activities
  - WQC denied: If the project involves the placement of any dredged or fill material into Wisconsin navigable waters as defined in s. NR 310.03(5), Wis. Adm. Code.
  - WQC certified: All other NWP 42 activities.
- NWP 44 - Mining Activities
  - WQC denied: If the project involves the placement of any dredged or fill material into Wisconsin navigable waters as defined in s. NR 310.03(5), Wis. Adm. Code.
- NWP 46 - Discharges in Ditches
  - WQC denied: If the project involves the placement of any dredged or fill material into Wisconsin navigable waters as defined in s. NR 310.03(5), Wis. Adm. Code.
  - WQC certified: All other NWP 46 activities.
- NWP 51 - Land-Based Renewable Energy Generation Facilities
  - WQC denied: Discharges of dredged or fill material for the construction of the following attendant features: yards, recreation facilities, stormwater management facilities or wastewater management facilities.
  - WQC certified: All other NWP 51 activities.

Water Quality Certification Is Also Denied for the Nationwide Permits Revoked by the Corps of Engineers in Wisconsin and Listed Below:

- NWP 8 – Oils and Gas Structures on the Outer Continental Shelf
- NWP 12 – Utility Line Activities
- NWP 14 – Linear Transportation Projects
- NWP 15 – U.S. Coast Guard Approved Bridges
- NWP 21 – Surface Coal Mining Activities
- NWP 23 – Approved Categorical Exclusions
- NWP 24 – Indian Tribe or State Administered Section 404 Programs
- NWP 34 – Cranberry Production Activities
- NWP 49 – Coal Re-mining Activities
- NWP 50 – Underground Coal Mining Activities

Nationwide Permits Denied Water Quality Certification Without Prejudice At This Time:

The following NWP categories are denied Water Quality Certification (WQC) in their entirety and require an individual Section 401 WQC for all activities under these NWPs. In instances where a state has denied the 401 WQC for discharges under a particular NWP, permittees must furnish the District Engineer for the COE with an individual 401 WQC.

Each category was reviewed and it was determined that: potential water quality and beneficial use impacts would be beyond that considered minimal; the activity was not likely to occur in Wisconsin; the NWP doesn't align with state general permit standards required by statute (NWP 29, 40, 43); inadequate data was available for WDNR to fully evaluate potential water quality and beneficial use impacts; or the category was empty (Reserved).

- NWP 17 – Hydropower Projects
- NWP 19 – Minor Dredging
- NWP 26 – Reserved
- NWP 29 – Residential Developments
- NWP 33 – Temporary Construction, Access and Dewatering
- NWP 40 – Agricultural Activities
- NWP 43 – Stormwater Management Facilities
- NWP 47 – Reserved
- NWP 48 – Existing Commercial Shellfish Aquaculture Activities
- NWP 52 – Water-Based Renewable Energy Generation Pilot Projects

Note: State water quality certification is not required for the following Section 10 only NWPs: 1 – Aids to Navigation, 2 – Structures in Artificial Canals, 9 – Structures in Fleeting and Anchorage Areas, 10 – Mooring Buoys, 11 – Temporary Recreational Structures, 28 – Modifications of Existing Marinas, 35 – Maintenance Dredging of Existing Basins.

Exhibit A

ENGINEERING IMPROVEMENT PLANS
RIVER PARK TRAIL
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

SHEET INDEX

SHEET NO.	SHEET TITLE
C1.0	COVER SHEET
C2.0	TYPICAL SECTION AND GENERAL NOTES
C3.0	SITE, GRADING AND EROSION CONTROL PLAN
C4.0	PLAN AND PROFILE
C5.0 - C5.1	CROSS-SECTIONS
C6.0	SIGNAGE LOCATIONS AND DETAILS
C7.0	DETAILS

LOCATION MAP
SE 1/4 AND SW 1/4 OF NW 1/4,
SECTION 14-5-21
(N.T.S.)

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OWNER REPRESENTATIVE
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CIVIL ENGINEER
JSD PROFESSIONAL SERVICES, INC.
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SENIOR PROJECT ENGINEER
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WAUKESHA, WI 53186
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FAX: 262-513-1232
EMAIL: justin.johnson@jsdinc.com
www.jsdinc.com

PROJECT LOCATION:
CITY OF FRANKLIN
MILWAUKEE COUNTY, WI

CITY OF FRANKLIN
ENGINEERING DEPARTMENT

IMPROVEMENT PLAN
RIVER PARK TRAIL
FRANKLIN, WI

		DATE:	SCALES
DRAWN BY:	SJK	09-01-16	HORIZ. VARIES
DES. BY:	SJK	09-01-16	VERT. VARIES
CKD. BY:	JLJ	11-29-16	

APPROVED: ________ CITY ENGINEER ____ DATE: FILE NO.

"ISSUED FOR BID"

I hereby certify that this engineering document (Sheet C1.0 to C7.0) was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Wisconsin.

Signature: JUSTIN L. JOHNSON, P.E.
Date: (Month, Day, Year) Reg No.: 35051
My registration renewal date is: 7/31/2018

ORIGINAL ONLY IF SEALED IN RED

JSD Professional Services, Inc.
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MILWAUKEE REGIONAL OFFICE
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MADISON | MILWAUKEE | KENOSHA
www.jsdinc.com

SERVICES PROVIDED TO:
City of Franklin

PROJECT:
RIVER PARK TRAIL DEVELOPMENT

PROJECT LOCATION:
CITY OF FRANKLIN
MILWAUKEE COUNTY, WI

JSD PROJECT NO.: 15C6969

SEAL/SIGNATURE:

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR AND SUBCONTRACTORS MUST CHECK ALL DETAIL AND DIMENSIONS OF THEIR TRADE AND BE RESPONSIBLE FOR THE SAME.

DESIGN:	SJK	09-01-16
DRAWN:	SJK	09-01-16
APPROVED:	JLJ	11-29-16

PLAN MODIFICATIONS:	DATE:
CITY SUBMITTAL	02-06-2017

DIGGERS HOTLINE
Toll Free (800) 242-8511
Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
C1.0

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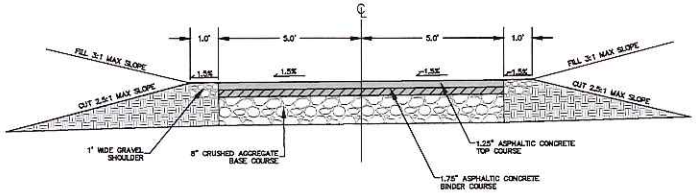
TYPICAL CROSS SECTION

MAINLINE ALIGNMENT
STA. 200+00.00 TO 200+80.00
STA. 201+99.00 TO 204+91.99



TYPICAL CROSS SECTION

BRIDGE APPROACH
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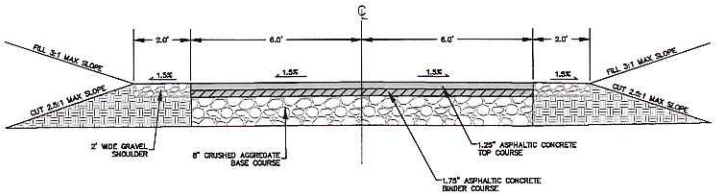
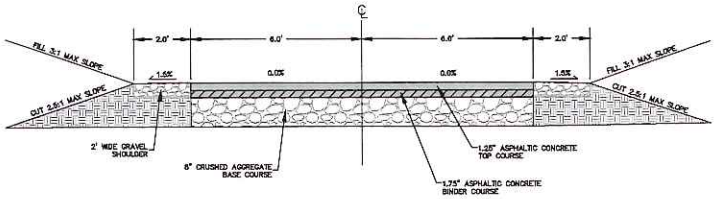
STA. 201+79.00 TO 201+94.00



TYPICAL CROSS SECTION

AT BRIDGE ABUTMENT
STA. 200+85.65
STA. 201+73.15



PAVING NOTES

1. ALL PAVING SHALL CONFORM TO "STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY & STRUCTURE CONSTRUCTION AND APPLICABLE CITY OF FRANKLIN ORDINANCES.
2. ASPHALTIC CONCRETE PAVING SPECIFICATIONS–

CODES AND STANDARDS – THE PLACING, CONSTRUCTION AND COMPOSITION OF THE ASPHALTIC BASE COURSE AND ASPHALTIC CONCRETE SURFACING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTIONS 450, 455, 460 AND 465 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, EDITION OF 2005. HEREAFTER, THIS PUBLICATION WILL BE REFERRED TO AS STATE HIGHWAY SPECIFICATIONS.

WEATHER LIMITATIONS – APPLY TACK COATS WHEN AMBIENT TEMPERATURE IS ABOVE 30° F (10° C) AND WHEN TEMPERATURE HAS NOT BEEN BELOW 35° F (1° C) FOR 12 HOURS IMMEDIATELY PRIOR TO APPLICATION. DO NOT APPLY WHEN BASE IS WET OR CONTAINS EXCESS OF MOISTURE. CONSTRUCT ASPHALTIC CONCRETE SURFACE COURSE WHEN ATMOSPHERIC TEMPERATURE IS ABOVE 40° F (4° C) AND WHEN BASE IS DRY AND WHEN WEATHER IS NOT RAINY. BASE COURSE MAY BE PLACED WHEN AIR TEMPERATURE IS ABOVE 30° F (-1° C).

GRADE CONTROL – ESTABLISH AND MAINTAIN REQUIRED LINES AND ELEVATIONS FOR EACH COURSE DURING CONSTRUCTION.

CRUSHED AGGREGATE BASE COURSE – THE TOP LAYER OF BASE COURSE SHALL CONFORM TO SECTIONS 301 AND 305, STATE HIGHWAY SPECIFICATIONS.

BINDER COURSE AGGREGATE – THE AGGREGATE FOR THE BINDER COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 315, STATE HIGHWAY SPECIFICATIONS.

SURFACE COURSE AGGREGATE – THE AGGREGATE FOR THE SURFACE COURSE SHALL CONFORM TO SECTIONS 460.2.7 AND 465, STATE HIGHWAY SPECIFICATIONS.

ASPHALTIC MATERIALS – THE ASPHALTIC MATERIALS SHALL CONFORM TO SECTION 455 AND 460, STATE HIGHWAY SPECIFICATIONS.

SURFACE PREPARATION – NOTIFY CONTRACTOR OF UNSATISFACTORY CONDITIONS. DO NOT BEGIN PAVING WORK UNTIL DEFICIENT SUBBASE AREAS HAVE BEEN CORRECTED AND ARE READY TO RECEIVE PAVING.

NOTE

MINIMUM PAVEMENT STRUCTURE – TO BE VERIFIED BY GEOTECHNICAL ENGINEER

LIGHT DUTY ASPHALT PAVEMENT
3" ASPHALTIC CONCRETE (2 LIFTS)
LOWER LAYER (E-1 TYPE: 19.0 mm NOMINAL SIZE)
UPPER LAYER (E-1 TYPE: 9.5 mm NOMINAL SIZE)
8" CRUSHED AGGREGATE BASE COURSE

GENERAL NOTES AND SPECIFICATIONS

1. THE INTENTION OF THE PLANS AND SPECIFICATIONS IS TO SET FORTH PERFORMANCE AND CONSTRUCTION MATERIAL STANDARDS FOR THE PROPER EXECUTION OF WORK. ALL WORKS CONTAINED WITHIN THE PLANS AND SPECIFICATIONS SHALL BE COMPLETED IN ACCORDANCE WITH ALL REQUIREMENTS FROM LOCAL, STATE, FEDERAL OR OTHER GOVERNING AGENCY'S LAWS, REGULATIONS, JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., AND THE OWNER'S DIRECTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY ADDITIONAL SOILS INVESTIGATIONS THEY FEEL IS NECESSARY FOR THE PROPER EVALUATION OF THE SITE FOR PURPOSES OF PLANNING, BIDDING, OR CONSTRUCTING THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR IS RESPONSIBLE TO REVIEW AND UNDERSTAND ALL COMPONENTS OF THE PLANS AND SPECIFICATIONS, INCLUDING FIELD VERIFYING SOIL CONDITIONS, PRIOR TO SUBMISSION OF A BID PROPOSAL.
4. THE CONTRACTOR SHALL PROMPTLY REPORT ANY ERRORS OR AMBIGUITIES DISCOVERED AS PART OF THEIR REVIEW OF PLANS, SPECIFICATIONS, REPORTS AND FIELD INVESTIGATIONS.
5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE COMPUTATION OF QUANTITIES AND WORK REQUIRED TO COMPLETE THIS PROJECT. THE CONTRACTOR'S BID SHALL BE BASED ON THEIR OWN COMPUTATIONS AND UNDER NO CIRCUMSTANCES BE BASED ON THE ENGINEER'S ESTIMATE.
6. QUESTIONS/CLARIFICATIONS WILL BE INTERPRETED BY ENGINEER/OWNER PRIOR TO THE AWARD OF CONTRACT. ENGINEER/OWNER WILL SUBMIT OFFICIAL RESPONSES IN WRITING. INTERPRETATIONS PRESENTED IN OFFICIAL RESPONSES SHALL BE BINDING ON ALL PARTIES ASSOCIATED WITH THE CONTRACT. IN NO WAY SHALL WORD-OF-MOUTH DIALOG CONSTITUTE AN OFFICIAL RESPONSE.
7. PRIOR TO START OF WORK, CONTRACTOR SHALL BE COMPLETELY FAMILIAR WITH ALL CONDITIONS OF THE SITE AND SHALL ACCOUNT FOR CONDITIONS THAT AFFECT, OR MAY AFFECT CONSTRUCTION INCLUDING, BUT NOT LIMITED TO, LIMITATIONS OF WORK ACCESS, SPACE LIMITATIONS, OVERHEAD OBSTRUCTIONS, TRAFFIC PATTERNS, LOCAL REQUIREMENTS, ADJACENT ACTIVITIES, ETC. FAILURE TO CONSIDER SITE CONDITIONS SHALL NOT BE CAUSE FOR CLAIM OF JOB EXTRAS.
8. COMMENCEMENT OF CONSTRUCTION SHALL EXPLICITLY CONFIRM THAT THE CONTRACTOR HAS REVIEWED THE PLANS AND SPECIFICATIONS IN THEIR ENTIRETY AND CERTIFIES THAT THEIR SUBMITTED BID PROPOSAL CONTAINS PROVISIONS TO COMPLETE THE PROJECT, WITH THE EXCEPTION OF UNFORESEEN FIELD CONDITIONS; ALL APPLICABLE PERMITS HAVE BEEN OBTAINED; AND CONTRACTOR UNDERSTANDS ALL OF THE REQUIREMENTS OF THE PROJECT.
9. SHOULD ANY DISCREPANCIES OR CONFLICTS IN THE PLANS OR SPECIFICATIONS BE DISCOVERED AFTER THE AWARD OF CONTRACT, ENGINEER SHALL BE NOTIFIED IN WRITING IMMEDIATELY AND CONSTRUCTION OF ITEMS AFFECTED BY THE DISCREPANCIES/CONFLICTS SHALL NOT COMMENCE, OR CONTINUE, UNTIL A WRITTEN RESPONSE FROM ENGINEER/OWNER IS DISTRIBUTED. IN THE EVENT OF A CONFLICT BETWEEN REFERENCED CODES, STANDARDS, SPECIFICATIONS AND PLANS, THE ONE ESTABLISHING THE MOST STRINGENT REQUIREMENTS SHALL BE FOLLOWED.
10. THE CONTRACTOR SHALL, AT ITS OWN EXPENSE, OBTAIN ALL NECESSARY PERMITS AND LICENSES TO COMPLETE THE PROJECT. OBTAINING PERMITS, OR DELAYS IN OBTAINING PERMITS, IS NOT CAUSE FOR DELAY OF THE CONTRACT OR SCHEDULE. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS.
11. THE CONTRACTOR SHALL NOTIFY ALL INTERESTED GOVERNING AGENCIES, UTILITY COMPANIES AFFECTED BY THIS CONSTRUCTION PROJECT, AND "DIGGER'S HOTLINE" IN ADVANCE OF CONSTRUCTION TO COMPLY WITH ALL JURISDICTIONAL ORDINANCES/CODES/RULES/ETC., PERMIT STIPULATIONS, AND OTHER APPLICABLE STANDARDS. CONTRACTOR IS RESPONSIBLE TO DETERMINE WHICH ORDINANCES/CODES/RULES/ETC. ARE APPLICABLE.
12. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO INITIATE, INSTITUTE, ENFORCE, MAINTAIN, AND SUPERVISE ALL SAFETY PRECAUTIONS AND JOB SITE SAFETY PROGRAMS IN CONNECTION WITH THE WORK.
13. CONTRACTOR SHALL KEEP THE JOBSITE CLEAN AND ORDERLY AT ALL TIMES. ALL LOCATIONS OF THE SITE SHALL BE KEPT IN A WORKING MANNER SUCH THAT DEBRIS IS REMOVED CONTINUOUSLY AND ALL RESPECTIVE CONTRACTORS OPERATE UNDER GENERAL "GOOD HOUSEKEEPING."
14. THE CONTRACTOR SHALL INDEMNIFY THE OWNER, JSD, AND THEIR AGENTS FROM ALL LIABILITY INVOLVED WITH THE CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT.
15. ALL FIELD/DRAIN TILE ENCOUNTERED DURING CONSTRUCTION OPERATIONS SHALL BE IMMEDIATELY REPORTED TO ENGINEER/OWNER. TILES ORIGINATING OUTSIDE THE PROJECT LIMITS SHALL BE RECONNECTED OR REROUTED TO MAINTAIN DRAINAGE. ENGINEER/OWNER SHALL DETERMINE THE MOST FAVORABLE METHOD OF RE-ESTABLISHMENT OF OFFSITE DRAINAGE. IF TILE IS ENCOUNTERED DURING TRENCH EXCAVATIONS, RE-ESTABLISHING TILE FUNCTIONALITY SHALL BE CONSIDERED AN INCIDENTAL EXPENSE.
16. THE CONTRACTOR SHALL ACCESS THE JOB SITE ONLY BY MEANS OF THE DESIGNATED CONSTRUCTION ENTRANCES SHOWN ON THE PLANS. NO OTHER MEANS OF ACCESS SHALL BE USED.

LEGEND

Ⓢ	SANITARY SEWER MANHOLE	—SAN—	SANITARY SEWER
	STORM MANHOLE	—FM—	SANITARY FORCE MAIN
	CATCH BASIN ROUND	—W—	WATER MAIN
	CATCH BASIN SQUARE	—ST—	STORM SEWER
	FIRE HYDRANT	—G—	UNDERGROUND GAS
	WATER VALVE	—E—	UNDERGROUND ELECTRIC
	GAS VALVE	—T—	UNDERGROUND TELEPHONE
	LIGHT POLE	—FIB—	UNDERGROUND FIBER OPTICS
T	TELEPHONE PEDESTAL	—OH—	OVERHEAD UTILITY
	ELECTRICAL MANHOLE	—SF—	SILT FENCE
	SIGN		CAUTION UNDERGROUND UTILITIES
	POWER POLE		
	GUY WIRE		
	CONIFEROUS TREE		
	DECIDUOUS TREE		

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262.513.0666 PHONE | 262.513.1232 FAX

MADISON | MILWAUKEE | KENOSHA

www.jsdinc.com

SERVICES PROVIDED TO:

City of Franklin

PROJECT:

RIVER PARK TRAIL DEVELOPMENT

PROJECT LOCATION:

CITY OF FRANKLIN
MILWAUKEE COUNTY, WI

JSD PROJECT NO.: 15C6969

SEAL/SIGNATURE:

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DESIGN:	SJK	09-01-16
DRAWN:	SJK	09-01-16
APPROVED:	JJJ	11-28-16

PLAN MODIFICATIONS:	DATE:
CITY SUBMITTAL	03-06-2017

DIGGERS HOTLINE
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Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

SHEET TITLE:

TYPICAL SECTION AND GENERAL NOTES

SHEET NUMBER:

C2.0

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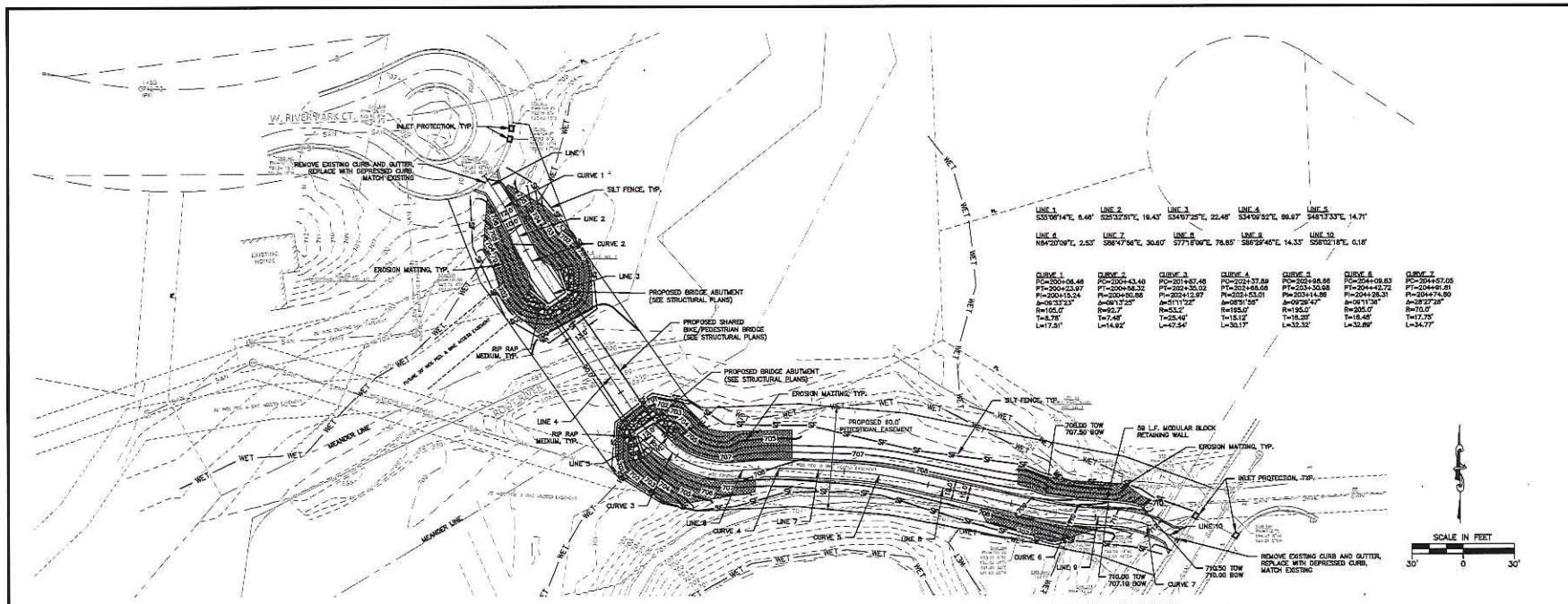

LINE 1 S53°09'14"E, 8.46'	LINE 2 S25°32'51"E, 19.43'	LINE 3 S34°07'25"E, 22.46'	LINE 4 S34°09'52"E, 89.97'	LINE 5 S48°13'33"E, 14.71'	
LINE 6 N84°20'09"E, 2.53'	LINE 7 S58°47'56"E, 30.60'	LINE 8 S77°16'09"E, 78.85'	LINE 9 S86°29'45"E, 14.33'	LINE 10 S58°02'18"E, 0.18'	

CURVE 1 PC=200+06.46 PT=200+23.97 P=200+15.24 Δ=09°33'23" R=105.0' T=8.78' L=17.51'	CURVE 2 PC=200+43.40 PT=200+58.32 P=200+50.86 Δ=09°13'25" R=92.7' T=7.48' L=14.92'	CURVE 3 PC=201+67.46 PT=202+35.02 P=202+12.97 Δ=51°11'22" R=53.0' T=25.49' L=47.54'	CURVE 4 PC=202+37.89 PT=202+68.68 P=202+53.01 Δ=08°51'55" R=195.0' T=15.12' L=30.17'	CURVE 5 PC=202+88.56 PT=203+30.98 P=203+14.88 Δ=09°28'47" R=195.0' T=16.39' L=32.32'	CURVE 6 PC=204+09.83 PT=204+42.72 P=204+26.31 Δ=09°11'34" R=205.0' T=16.48' L=32.89'	CURVE 7 PC=204+57.05 PT=204+81.51 P=204+74.50 Δ=28°27'28" R=70.0' T=17.75' L=34.77'

CONSTRUCTION SITE SEQUENCING

1. INSTALL PERIMETER SILT FENCE AND EXISTING INLET PROTECTION.
2. STRIP AND STOCKPILE TOPSOIL, INSTALL SILT FENCE AROUND PERIMETER OF STOCKPILE.
3. CONDUCT ROUGH GRADING EFFORTS.
4. COMPLETE FINAL GRADING, INSTALLATION OF GRAVEL BASE COURSES, PLACEMENT PAVEMENTS.
5. PLACE TOPSOIL AND IMMEDIATELY STABILIZE DISTURBED AREAS WITH EROSION CONTROLS.
6. EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER.

CONTRACTOR MAY MODIFY SEQUENCING AFTER ITEM 1 AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS.

LEGEND

- SANITARY SEWER MANHOLE
- STORM MANHOLE
- CATCH BASIN ROUND
- CATCH BASIN SQUARE
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- LIGHT POLE
- TELEPHONE PEDESTAL
- ELECTRICAL MANHOLE
- SIGN
- POWER POLE
- GUY WIRE
- SAN — SANITARY SEWER
- FM — SANITARY FORCE MAIN
- W — WATER MAIN
- ST — STORM SEWER
- G — UNDERGROUND GAS
- E — UNDERGROUND ELECTRIC
- T — UNDERGROUND TELEPHONE
- FIB — UNDERGROUND FIBER OPTICS
- OH — OVERHEAD UTILITY
- SF — SILT FENCE
- CONIFEROUS TREE
- DECIDUOUS TREE
- CAUTION UNDERGROUND UTILITIES

EROSION AND SEDIMENT CONTROL NOTES:

1. ALL CONSTRUCTION SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN WISCONSIN'S NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER GENERAL PERMIT FOR CONSTRUCTION SITE LAND DISTURBANCE ACTIVITIES. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) TECHNICAL STANDARDS (REFERRED TO AS BMP'S) AND CITY OF FRANKLIN ORDINANCE. THESE PROCEDURES AND STANDARDS SHALL BE REFERRED TO AS BEST MANAGEMENT PRACTICES (BMP'S). IT IS THE RESPONSIBILITY OF ALL CONTRACTORS ASSOCIATED WITH THE PROJECT TO OBTAIN A COPY OF, AND UNDERSTAND, THE BMP'S PRIOR TO THE START OF CONSTRUCTION ACTIVITIES.
2. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL CONTROL MEASURES AS DIRECTED BY JSD PROFESSIONAL SERVICES, INC. OR GOVERNING AGENCIES SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
3. MODIFICATIONS TO THE APPROVED EROSION CONTROL PLAN IN ORDER TO MEET UNFORESEEN FIELD CONDITIONS ARE ALLOWED IF MODIFICATIONS CONFORM TO BMP'S. ALL MODIFICATIONS MUST BE APPROVED BY JSD/MUNICIPALITY PRIOR TO DEVIATION OF THE APPROVED PLAN.
4. INSTALL PERIMETER EROSION CONTROL MEASURES (SUCH AS CONSTRUCTION ENTRANCES, SILT FENCE AND EXISTING INLET PROTECTION) PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE COVER, AS SHOWN ON PLAN IN ORDER TO PROTECT ADJACENT PROPERTIES/STORM SEWER SYSTEMS FROM SEDIMENT TRANSPORT.
5. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT ALL LOCATIONS OF VEHICLE INGRESS/EGRESS POINTS. CONTRACTOR IS RESPONSIBLE TO COORDINATE LOCATION(S) WITH THE PROPER AUTHORITIES, PROVIDE NECESSARY FEES AND OBTAIN ALL REQUIRED APPROVALS OR PERMITS. ADDITIONAL CONSTRUCTION ENTRANCES OTHER THAN AS SHOWN ON THE PLANS MUST BE PRIOR APPROVED BY THE APPLICABLE GOVERNING AGENCIES PRIOR TO INSTALLATION.
6. PAVED SURFACES ADJACENT TO CONSTRUCTION ENTRANCES SHALL BE SWEPT AND/OR SCRAPED TO REMOVE ACCUMULATED SOIL, DIRT AND/OR DUST AFTER THE END OF EACH WORK DAY AND AS REQUESTED BY THE GOVERNING AGENCIES.
7. ALL EXISTING STORM SEWER FACILITIES THAT WILL COLLECT RUNOFF FROM DISTURBED AREAS SHALL BE PROTECTED TO PREVENT SEDIMENT DEPOSITION WITHIN STORM SEWER SYSTEMS. INLET PROTECTION SHALL BE IMMEDIATELY FITTED AT THE INLET OF ALL INSTALLED STORM SEWER. ALL INLETS, STRUCTURES, PIPES, AND SWALES SHALL BE KEPT CLEAN AND FREE OF SEDIMENTATION AND DEBRIS.
8. AT A MINIMUM, SEDIMENT BASINS AND NECESSARY TEMPORARY DRAINAGE PROVISIONS SHALL BE CONSTRUCTED AND OPERATIONAL BEFORE BEGINNING OF SIGNIFICANT MASS GRADING OPERATIONS TO PREVENT OFFSITE DISCHARGE OF UNTREATED RUNOFF.
10. ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES MUST BE MAINTAINED AND REPAIRED AS NEEDED. THE GENERAL CONTRACTOR WILL BE RESPONSIBLE FOR INSPECTION AND REPAIR DURING CONSTRUCTION. THE OWNER WILL BE RESPONSIBLE IF EROSION CONTROL IS REQUIRED AFTER THE CONTRACTOR HAS COMPLETED THE PROJECT, THE SITE HAS BEEN COMPLETELY STABILIZED, AND ACCEPTED AS SUCH BY THE OWNER.
11. TOPSOIL STOCKPILES SHALL HAVE A BERM OR TRENCH AROUND THE CIRCUMFERENCE AND PERIMETER SILT FENCE TO CONTROL SILT. IF TOPSOIL STOCKPILE REMAINS UNDISTURBED FOR MORE THAN SEVEN (7) DAYS, TEMPORARY SEEDING AND STABILIZATION IS REQUIRED.
12. EROSION CONTROL MEASURES TEMPORARILY REMOVED FOR UNAVOIDABLE CONSTRUCTION ACTIVITIES SHALL BE IN WORKING ORDER PRIOR TO THE COMPLETION OF EACH WORK DAY.
13. MAINTAIN SOIL EROSION CONTROL DEVICES THROUGH THE DURATION OF THIS PROJECT. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. DISTURBANCES ASSOCIATED WITH EROSION CONTROL REMOVAL SHALL BE IMMEDIATELY STABILIZED.
14. PUMPS MAY BE USED AS BYPASS DEVICES. IN NO CASE SHALL PUMPED WATER BE DIVERTED OUTSIDE THE PROJECT LIMITS.
15. GRADING EFFORTS SHALL BE CONDUCTED IN SUCH A MANNER AS TO MINIMIZE EROSION. EROSION AND SEDIMENT CONTROL MEASURES SHALL CONSIDER THE TIME OF YEAR, SITE CONDITIONS, AND THE USE OF TEMPORARY OR PERMANENT MEASURES. ALL DISTURBED AREAS THAT WILL NOT BE WORKED FOR A PERIOD OF THIRTY (30) DAYS REQUIRE TEMPORARY SEEDING FOR EROSION CONTROL. SEEDING FOR EROSION CONTROL SHALL BE IN ACCORDANCE WITH TECHNICAL STANDARDS.
16. ALL DISTURBED SLOPES EXCEEDING 4:1 YET LESS THAN 3:1, SHALL BE STABILIZED WITH NORTH AMERICAN GREEN S75BN EROSION MATTING (OR APPROVED EQUAL) AND DISTURBED SLOPES EXCEEDING 3:1 YET LESS THAN 2:1 SHALL BE STABILIZED WITH NORTH AMERICAN GREEN C125BN (OR APPROVED EQUAL) OR APPLICATION OF AN APPROVED POLYMER SOIL STABILIZATION TREATMENT OR A COMBINATION THEREOF, AS REQUIRED. EROSION MATTING AND/OR NETTING USED ONSITE SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S GUIDELINES.
17. DURING PERIODS OF EXTENDED DRY WEATHER, THE CONTRACTOR SHALL KEEP A WATER TRUCK ON SITE FOR THE PURPOSE OF WATERING DOWN SOILS WHICH MAY OTHERWISE BECOME AIRBORNE. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING WIND EROSION (DUST) DURING CONSTRUCTION AT HIS/HER EXPENSE.
18. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE VISUALLY INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM ON A DAILY BASIS.
19. QUALIFIED PERSONNEL (PROVIDED BY THE GENERAL/PRIME CONTRACTOR) SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN FINALLY STABILIZED AND EROSION AND SEDIMENT CONTROLS WITHIN 24 HOURS OF ALL 0.5-INCH, OR MORE, PRECIPITATION EVENTS WITH A MINIMUM INSPECTION INTERVAL OF ONCE EVERY SEVEN (7) CALENDAR DAYS IN THE ABSENCE OF A QUALIFYING RAIN OR SNOWFALL EVENT. REPORTING SHALL BE IN ACCORDANCE WITH PART IV D.4. (a-f). OF THE NPDES GENERAL PERMIT. CONTRACTOR SHALL IMMEDIATELY ARRANGE TO HAVE ANY DEFICIENT ITEMS REVEALED DURING INSPECTIONS REPAIRED/REPLACED.
20. THE FOLLOWING MAINTENANCE PRACTICES SHALL BE USED TO MAINTAIN, IN GOOD AND EFFECTIVE OPERATING CONDITIONS, VEGETATION, EROSION AND SEDIMENT CONTROL MEASURES, AND OTHER PROTECTIVE MEASURES IDENTIFIED IN THIS PLAN. UPON IDENTIFICATION, DEFICIENCIES IN STORMWATER CONTROLS SHALL BE ADDRESSED IMMEDIATELY. THE MAINTENANCE PROCEDURES FOR THIS DEVELOPMENT SHALL INCLUDE, BUT NOT BE LIMITED TO THE BELOW.
    - SILT FENCE – REPAIR OR REPLACE ANY DAMAGED FILTER FABRIC AND/OR STAKES. REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE ABOVE GROUND HEIGHT OF THE FENCE.
    - CONSTRUCTION ENTRANCE – AS NEEDED, ADD STONE TO MAINTAIN CONSTRUCTION ENTRANCE DIMENSIONS AND EFFECTIVENESS.
    - DITCH CHECK (STRAW BALES) – RE-SECURE STAKES; ADJUST OR REPOSITION BALES TO ADDRESS PROPER FLOW OF STORMWATER AND REMOVE ACCUMULATED SEDIMENT WHEN IT HAS REACHED ONE-HALF THE HEIGHT OF THE BALE.
    - EROSION CONTROL MATTING – REPAIR MATTING IMMEDIATELY IF INSPECTION REVEALS BREACHED OR FAILED CONDITIONS. REPAIR AND RE-GRADE SOIL WHERE CHANNELIZATION HAS OCCURRED.

    ADDITIONAL POLLUTANT CONTROL MEASURES TO BE IMPLEMENTED DURING CONSTRUCTION ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING.

    - CONSTRUCTION WASTE SHALL BE PROPERLY DISPOSED OF. THIS INCLUDES ALL CONSTRUCTION SITE WASTE MATERIAL, SANITARY WASTE, AND WASTE FROM VEHICLE TRACKING OF SEDIMENTS. THE CONTRACTOR SHALL ENSURE THAT NO MATERIAL WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURIED, DUMPED, BURNED, OR DISCHARGED TO THE WATERS OF THE STATE. VEHICLES HAULING MATERIAL AWAY FROM THE SITE SHALL BE COVERED WITH A TARPAULIN TO PREVENT BLOWING DEBRIS.
    - DUST CONTROL SHALL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:
      - A. COVERING 30% OR MORE OF THE SOIL SURFACE WITH A NON-ERODIBLE MATERIAL.
      - B. ROUGHENING THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND. RIDGES SHALL BE AT LEAST SIX (6) INCHES IN HEIGHT.
      - C. FREQUENT WATERING OF EXCAVATION AND FILL AREAS.
      - D. PROVIDING GRAVEL OR PAVING AT ENTRANCE/EXIT DRIVES, PARKING AREAS AND TRANSIT PATHS.
    - STREET SWEEPING SHALL BE PERFORMED TO IMMEDIATELY REMOVE ANY SEDIMENT TRACKED ON PAVEMENTS.

GRADING NOTES

1. CONTRACTOR SHALL VERIFY ALL GRADES, ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO JSD PROFESSIONAL SERVICES, INC. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
2. ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
3. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS.
    - CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE JSD ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE.
    - THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
4. GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
5. THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARD OF AT LEAST 95 PERCENT OF THE MAXIMUM DRY DENSITY AND TO WITHIN 3 PERCENT OF THE OPTIMUM MOISTURE CONTENT VALUE BASED ON THE MODIFIED PROCTOR TEST (ASTM D1557). THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
6. IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
7. WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MORE RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL; OR THE MAXIMUM COMPACTION LIFT DEPTH.
8. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
9. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
10. THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO PLACEMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO ALLOW STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
11. CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
12. CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH SILT FENCING OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE SILT FENCING AT DOWN SLOPE SIDE OF GRADING LIMITS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
14. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
15. CONTRACTOR SHALL COMPLY WITH ALL CITY AND/OR STATE CONSTRUCTION STANDARDS/ORDINANCES.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PRIVATE PROPERTY STOCK PILE AGREEMENTS.

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WAUKESHA, WISCONSIN 53186
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SERVICES PROVIDED TO:

City of Franklin

PROJECT:

RIVER PARK TRAIL DEVELOPMENT

PROJECT LOCATION:

CITY OF FRANKLIN
MILWAUKEE COUNTY, WI

JSD PROJECT NO.: 15C6969

SEAL/SIGNATURE:

ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, THE CONTRACTOR AND SUBCONTRACTORS MUST CHECK ALL DETAIL AND DIMENSIONS OF THEIR TRADE AND BE RESPONSIBLE FOR THE SAME.

DESIGN: SJK	09-01-16
DRAWN: SJK	09-01-16
APPROVED: JJJ	11-29-16

PLAN MODIFICATIONS:	DATE:
CITY SUBMITTAL	03-06-2017

DIGGERS HOTLINE
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Milwaukee Area (414) 259-1181
Hearing Impaired TDD (800) 542-2289
www.DiggersHotline.com

SHEET TITLE:

SITE, GRADING AND EROSION CONTROL PLAN

SHEET NUMBER:

C3.0

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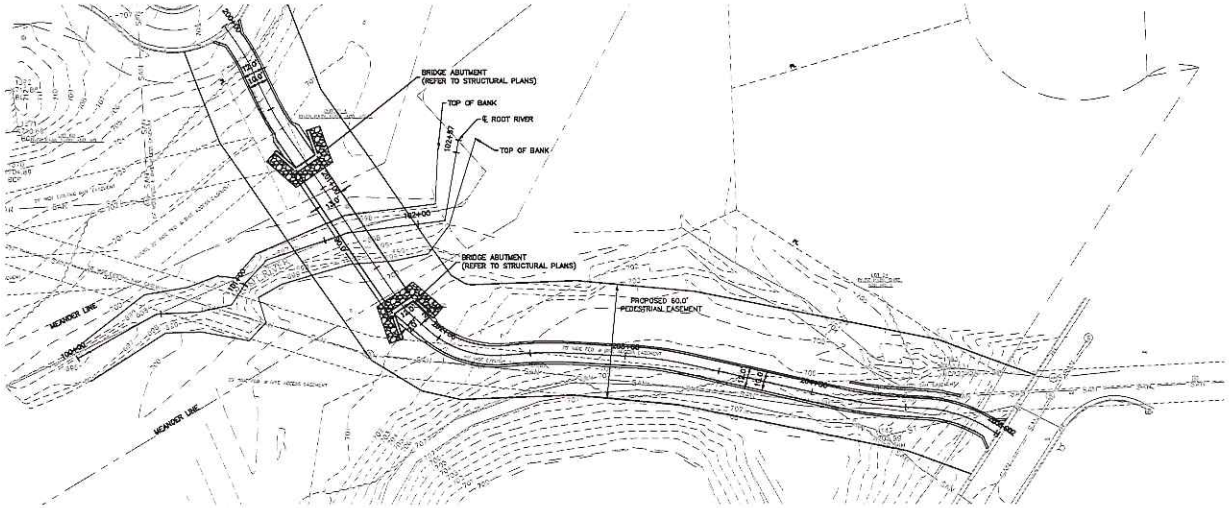

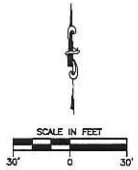

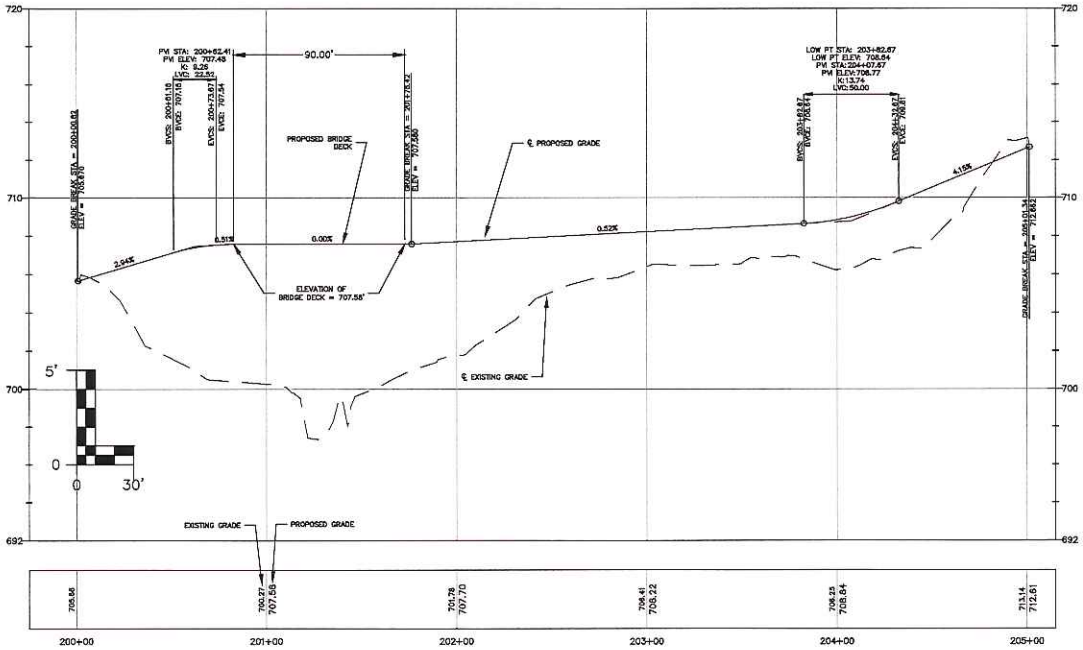

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PLAN MODIFICATIONS:	DATE:
CITY SUBMITTAL	03-06-2017

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SHEET TITLE:

PLAN AND PROFILE

SHEET NUMBER:

C4.0

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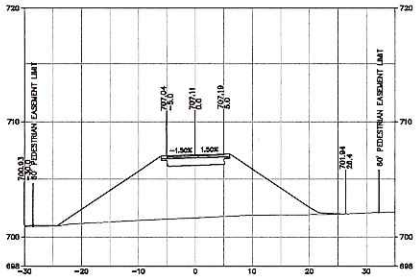

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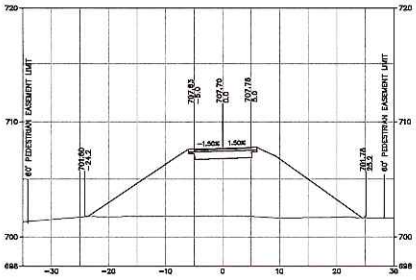

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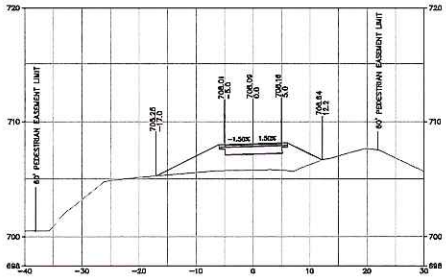

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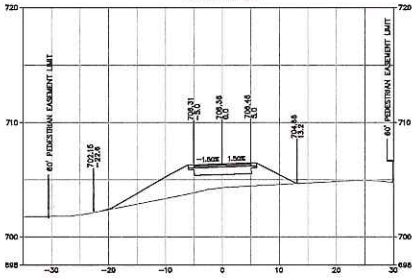

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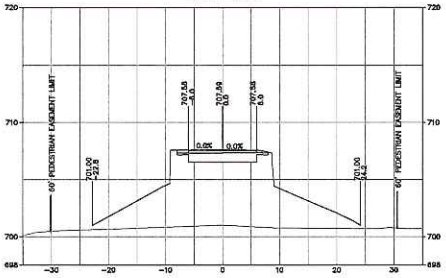

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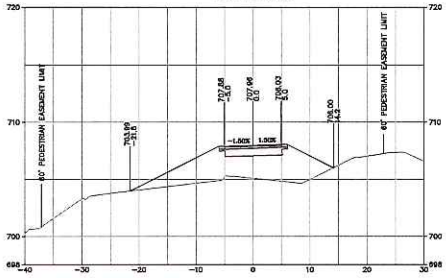

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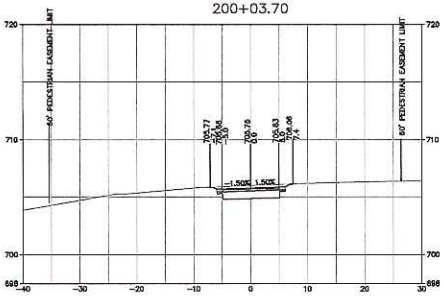

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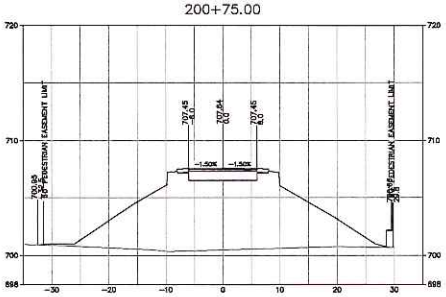

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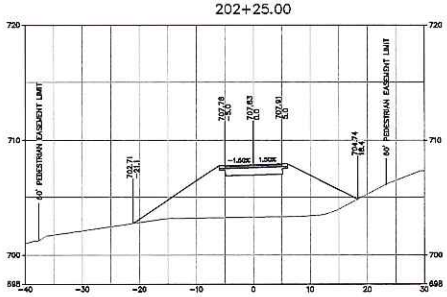

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City of Franklin

PROJECT:

RIVER PARK TRAIL DEVELOPMENT

PROJECT LOCATION:

CITY OF FRANKLIN
MILWAUKEE COUNTY, WI

JSD PROJECT NO.: 15C6969

SEAL/SIGNATURE:

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DESIGN:	SJK	09-01-16
DRAWN:	SJK	09-01-16
APPROVED:	JJ	11-29-16

PLAN MODIFICATIONS:	DATE:
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CROSS-SECTIONS
STA 200+03.70 TO
STA 202+75

SHEET NUMBER:

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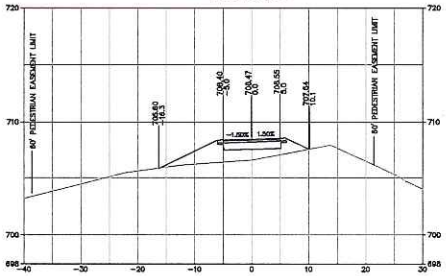
203+50.00



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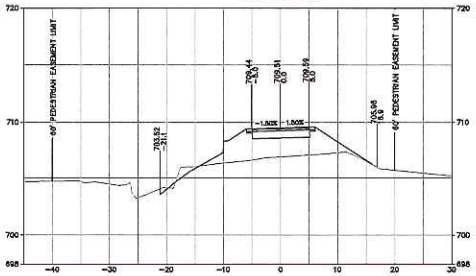

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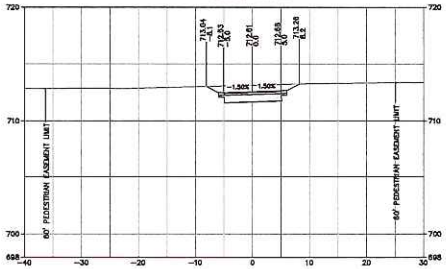

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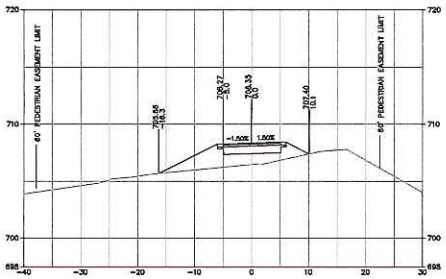

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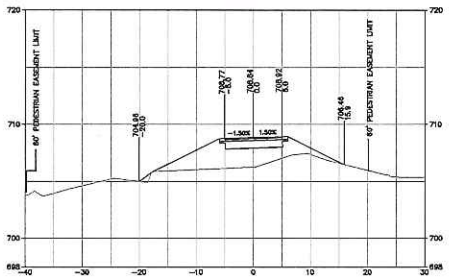

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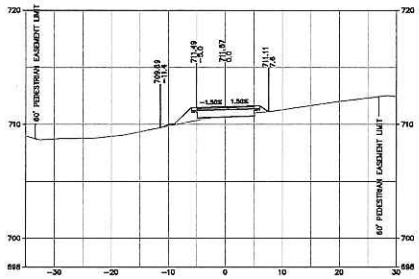

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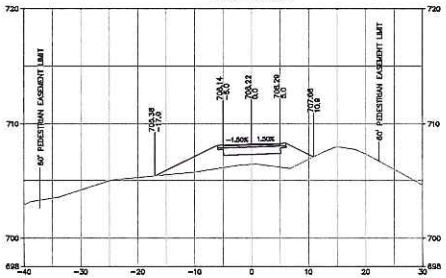

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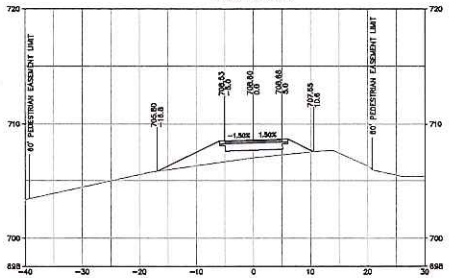

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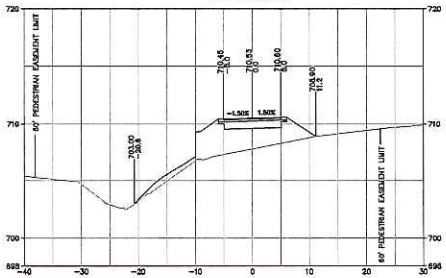

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SERVICES PROVIDED TO:

City of Franklin

PROJECT:

RIVER PARK TRAIL DEVELOPMENT

PROJECT LOCATION:

CITY OF FRANKLIN
MILWAUKEE COUNTY, WI

JSD PROJECT NO.: 15C6989

SEAL/SIGNATURE:

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DRAWN:	SJK	09-01-16
APPROVED:	JLJ	11-29-16

PLAN MODIFICATIONS:	DATE:
CITY SUBMITTAL	03-06-2017

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SHEET NUMBER:

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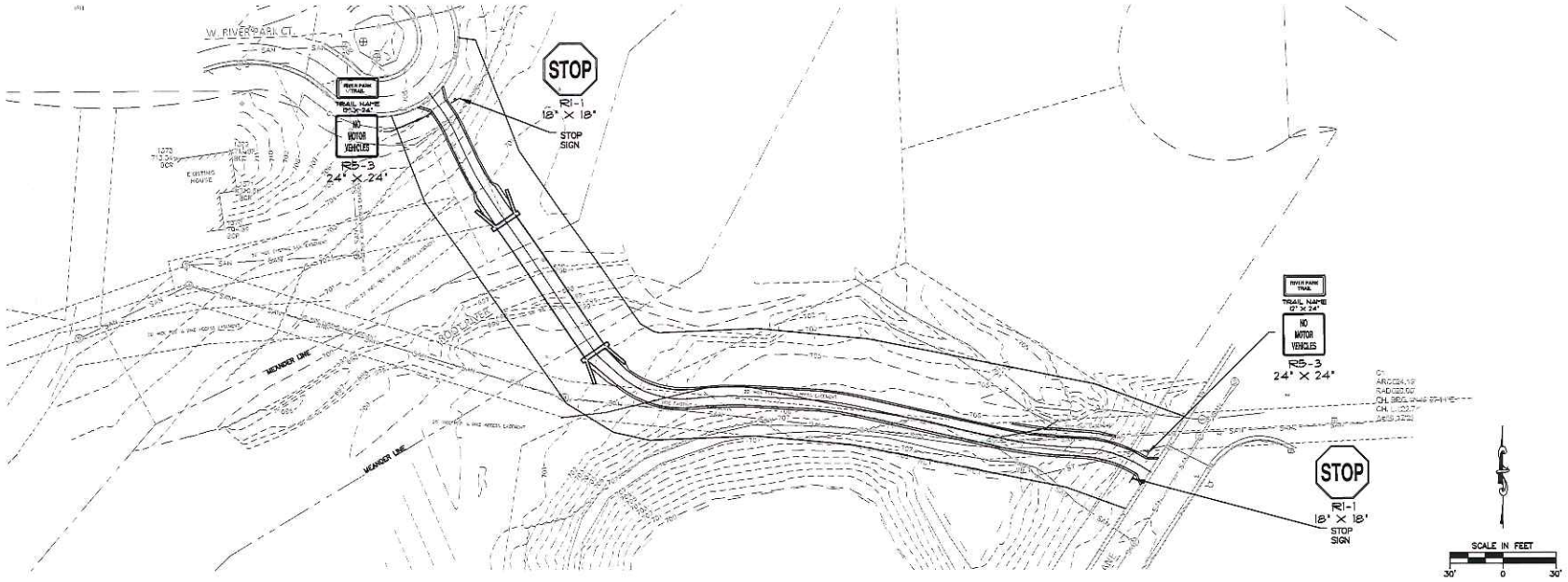

LEGEND

- SANITARY SEWER MANHOLE
- STORM MANHOLE
- CATCH BASIN ROUND
- CATCH BASIN SQUARE
- FIRE HYDRANT
- WATER VALVE
- GAS VALVE
- LIGHT POLE
- TELEPHONE PEDESTAL
- ELECTRICAL MANHOLE
- SIGN
- POWER POLE
- GUY WIRE
- SAN — SANITARY SEWER
- FM — SANITARY FORCE MAIN
- W — WATER MAIN
- ST — STORM SEWER
- G — UNDERGROUND GAS
- E — UNDERGROUND ELECTRIC
- T — UNDERGROUND TELEPHONE
- FIB — UNDERGROUND FIBER OPTICS
- OH — OVERHEAD UTILITY
- SF — SILT FENCE
- CONIFEROUS TREE
- DECIDUOUS TREE

GENERAL NOTES

1. THE OVERALL DIMENSIONS OF THE SIGN SHALL BE 12"X24"
2. THE SIGN COLORS SHALL CONSIST OF A BROWN BACKGROUND AND WHITE TEXT.
4. THE SIGN FONT SHALL FOLLOW THE SERIES B 2000 OF THE US. FHA. MUTCD'S 2009 CODE.
5. THE SIGN WILL BE SECURELY ATTACHED TO A 4"X4" POST, WHICH SHALL BE BURIED AT A MINIMUM DEPTH OF 60" BELOW THE SURFACE.

PROJECT SIGN DETAILS
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PROJECT:

RIVER PARK TRAIL DEVELOPMENT

PROJECT LOCATION:

CITY OF FRANKLIN
MILWAUKEE COUNTY, WI

JSD PROJECT NO.: 15C6969

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CITY SUBMITTAL	03-06-2017

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SIGNAGE LOCATION PLAN AND DETAILS

SHEET NUMBER:

C6.0

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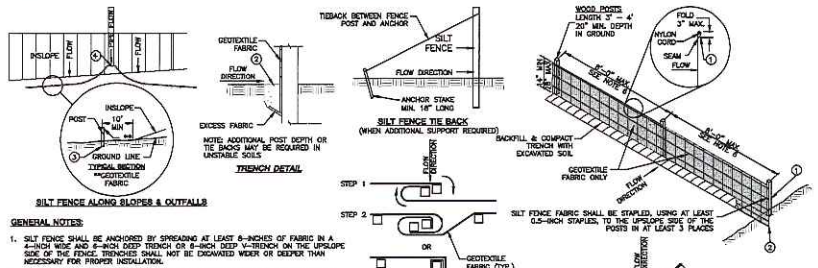
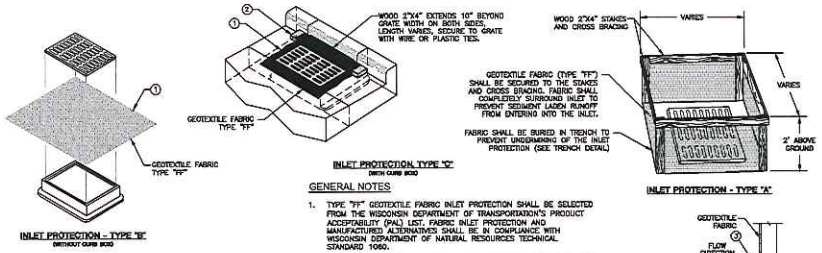


GENERAL NOTES:

1. SILT FENCE SHALL BE ANCHORED BY SPREADING AT LEAST 6-INCHES OF FABRIC IN A 4-INCH WIDE AND 6-INCH DEEP TRENCH OR 6-INCH DEEP V-TRENCH ON THE UPSLOPE SIDE OF THE FENCE. TRENCHES SHALL NOT BE EXCAVATED WIDER OR DEEPER THAN NECESSARY FOR PROPER INSTALLATION.
2. FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.
3. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1.125-INCHES x 1.125-INCHES OF DRIED OAK OR HICKORY.
4. SILT FENCE TO EXTEND ABOVE THE TOP OF PIPE.
5. SILT FENCE CONSTRUCTION AND GEOTEXTILE FABRIC SHALL CONFORM TO WDNR TECHNICAL STANDARD 1056.
6. POST SPACING SHALL BE SELECTED BASED ON GEOTEXTILE FABRIC (6-FEET FOR WOVEN & 3-FEET FOR NON-WOVEN)

SILT FENCE DETAIL
N.T.S.



GENERAL NOTES

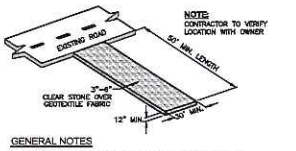
1. TYPE "FF" GEOTEXTILE FABRIC INLET PROTECTION SHALL BE SELECTED FROM THE WISCONSIN DEPARTMENT OF TRANSPORTATION'S PRODUCT ACCEPTABILITY (PAL) LIST. FABRIC INLET PROTECTION AND MANUFACTURED ALTERNATIVES SHALL BE IN COMPLIANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES TECHNICAL STANDARD 1060.
2. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

① FINISHED SIZE, INCLUDING FLAP POCKET WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

② FOR INLET PROTECTION, TYPE "C" (WITH CURB BOX), AN ADDITIONAL 18 INCHES OF FABRIC IS WRAPPED AROUND THE WOOD AND SECURED WITH STAPLES. THE WOOD SHALL NOT BLOCK THE ENTIRE HEIGHT OF THE CURB BOX OPENING.

③ FOLD MATERIAL TO FIT TRENCH AND BACKFILL AND COMPACT TRENCH WITH EXCAVATED SOIL.

INLET PROTECTION
N.T.S.



GENERAL NOTES

1. TRACKING PADS SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE.
2. THE AGGREGATE FOR TRACKING PADS SHALL BE 3 TO 6-INCH CLEAN OR WASHED STONE. ALL MATERIAL TO BE RETAINED ON A 3-INCH SIEVE.
3. THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12-INCHES THICK. ON SITES WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PAD, THE PAD SHALL BE UNDERLAIN WITH WINDOT TYPE "R" GEOTEXTILE FABRIC TO PREVENT MIGRATION OF UNDERLYING SOILS INTO THE STONE LAYER.
4. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. THE TRACKING PAD SHALL BE A MINIMUM 50-FEET LONG.
5. ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, AT THE END OF EACH WORKING DAY.
6. TRACKING PADS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24-HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5-INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
7. THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.

CONSTRUCTION ENTRANCE
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SERVICES PROVIDED TO:
City of Franklin

PROJECT:
RIVER PARK TRAIL DEVELOPMENT

PROJECT LOCATION:
CITY OF FRANKLIN
MILWAUKEE COUNTY, WI

JSD PROJECT NO.: 15C6969

SEAL/SIGNATURE:

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SITE DETAILS AND NOTES

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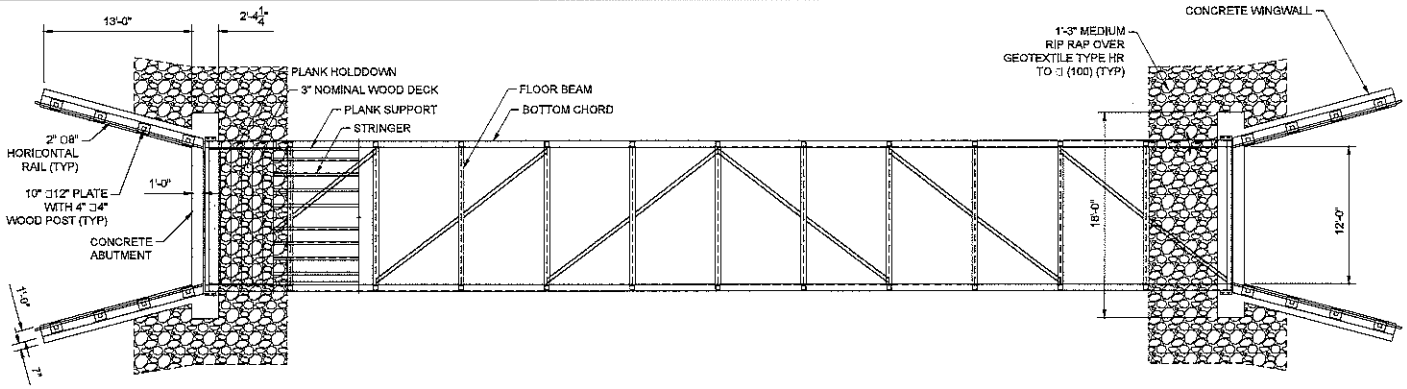
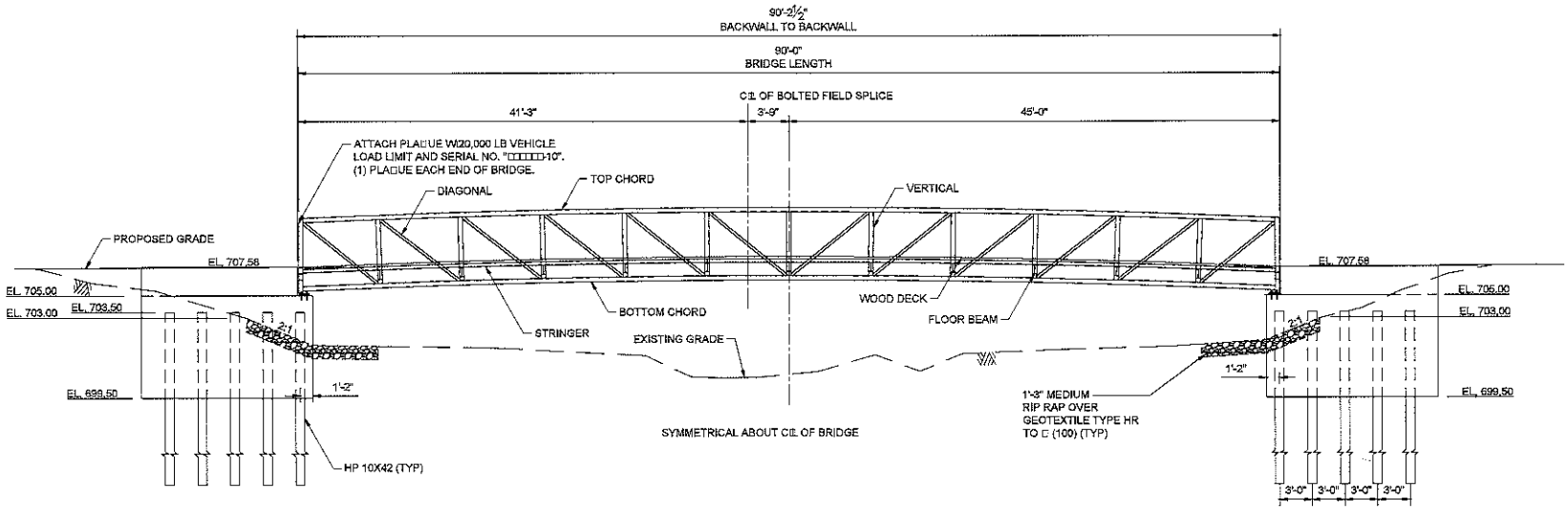


BRIDGE PLAN VIEW



DESIGN DATA

ULTIMATE DESIGN STRESSES

CONCRETE MASONRY	f'□04,000 PSI
BAR STEEL REINFORCEMENT, GRADE 60	Fy □ 60,000 PSI

LIVE LOAD

LIVE LOAD □90 POUNDS PER SQUARE FOOT

H10 TRUCK (20,000 POUNDS)

HYDRAULIC DATA

□ (10)	____ CFS
□(10)ELEVATION	____ FT
□ (100)	____ CFS
□ (100) ELEVATION	____ FT
□ (100) VELOCITY	____ FPS
ESTIMATED OHW ELEVATION	____ FT
REGULATORY HIGHWATER ELEVATION	____ FT
SCOUR CRITICAL CODE	____

SUBSTRUCTURE (ABUTMENT AND WING WALL) TO BE SUPPORTED ON HP 10□42 STEEL PILING, WITH A REQUIRED RESISTANCE OF 120 KIPS PER PILEAS DETERMINED BY THE MODIFIED GATES DYNAMIC E□UATION, BUT NOT LESS THAN ESTIMATED 25 FEET BELOW PILE CAP OR APPROXIMATE ELEVATION 669.50.

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PROJECT:

RIVER PARK TRAIL DEVELOPMENT

PROJECT LOCATION:

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MILWAUKEE COUNTY, WI

JSD PROJECT NO.: 15C8989

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GENERAL PLAN

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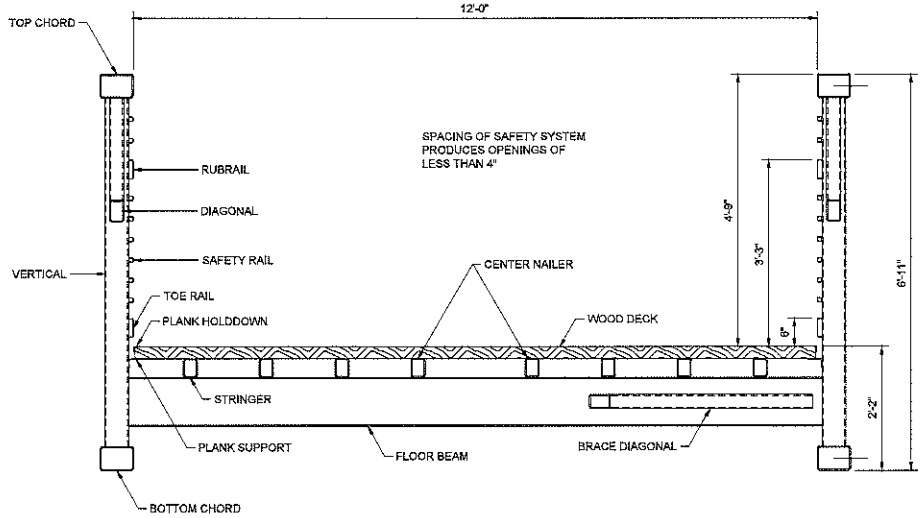


BRIDGE SECTION

GENERAL NOTES

1. DESIGN AND STRESSES ARE IN ACCORDANCE WITHTHE WISCONSIN DEPARTMENT OF TRANSPORTATION "BRIDGE MANUAL" AND "BICYCLE FACILITY DESIGN HANDBOOK", "STANDARD SPECIFICATION FOR HIGHWAY BRIDGES" □ "GUIDE SPECIFICATIONS FOR DESIGN OF PEDESTRIAN BRIDGES" BY THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS (AASHTO).

2. BRIDGE MEMBERS ARE FABRICATED FROM HIGH STRENGTH, LOW ALLOY, ENHANCED ATMOSPHERIC CORROSION RESISTANT ASTM A847 COLD-FORMED WELDED SQUARE AND RECTANGULAR TUBING, AND ASTM A588, ASTM A606, OR ASTM A242 PLATE AND STRUCTURAL SHAPES (Fy□50,000 PSI).

3. BRIDGE DECKING NOMINAL 3-INCH THICK SELECT STRUCTURAL FIR (FD□1,400 PSI □in.) OR SOUTHERN YELLOW PINE (F□□1,300 PSI □in.). ALKALINE COPPER □UATERNARY (AC□) TO A 0.4 PCF RETENTION OR TO REFUSAL OR ADOLE BIOCIDE (MCA) TO A 0.06 PCF RETENTION OR TO REFUSAL.

4. THE GAS METAL ARC WELDING PROCESS OR FLUX CORED ARC WELDING PROCESS WILL BE USED. WELDING TO BE IN ACCORDANCE WITH AWS D1.1.

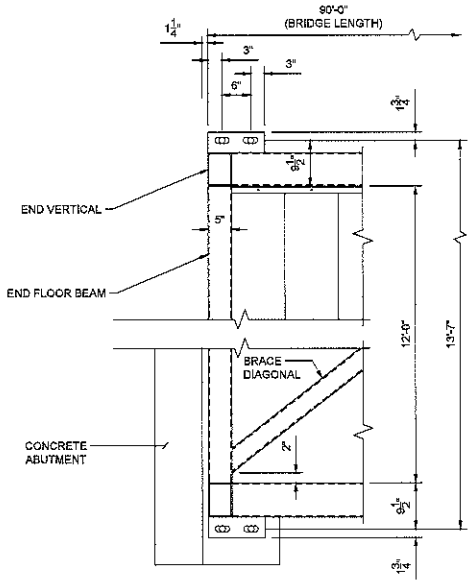
5. ALL TOP AND BOTTOM CHORD SHOP SPLICES TO BE COMPLETE PENETRATION TYPE WELDS. WELD BETWEEN TOP CHORD AND END VERTICAL SHALL BE AS DETAILED.

6. UNLESS OTHERWISE NOTED, WELDED CONNECTIONS SHALL BE FILLET WELDS (OR HAVE THE EFFECTIVE THROAT OF A FILLET WELD) OF A SIDE EQUAL TO THE THICKNESS OF THE LIGHTEST GAGE MEMBER IN THE CONNECTION. WELDS SHALL BE APPLIED AS FOLLOWS:
   A. BOTH ENDS OF VERTICALS, DIAGONALS, AND FLOOR BEAMS SHALL BE WELDED ALL AROUND.
   B. BRACE DIAGONALS WILL BE WELDED ALL AROUND.
   C. MISCELLANEOUS NON-STRUCTURAL MEMBERS WILL BE STITCH WELDED TO THEIR SUPPORTING MEMBERS.

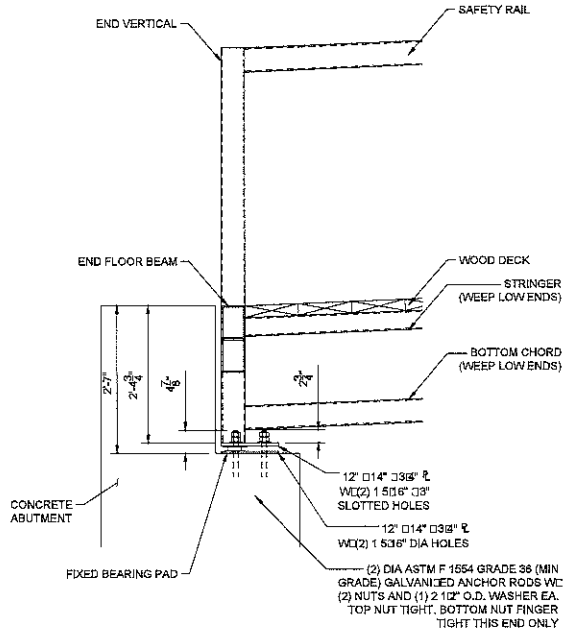
7. BRIDGE DESIGN WAS ONLY BASED ON COMBINATIONS OF THE FOLLOWING LOADS WHICH WILL PRODUCE MAXIMUM CRITICAL MEMBER STRESSES.
   A. 90 PSF UNIFORM LIVE LOADING ON THE FULL DECK AREA OR ONE 20,000 LB VEHICLE LOAD. THE LOAD SHALL BE DISTRIBUTED AS A FOUR-WHEEL VEHICLE WITH 80□ OF THE LOAD ON THE REAR WHEELS. THE WHEEL TRACK WIDTH OF THE VEHICLE SHALL BE 5'-0" AND THE WHEEL BASE SHALL BE 14'-0". THE VEHICLE SHALL BE POSITIONED SO AS TO PRODUCE THE MAXIMUM STRESSES IN EACH MEMBER, INCLUDING DECKING.
   B. 35 PSF WIND LOAD ON THE FULL HEIGHT OF THE BRIDGE, AS IF ENCLOSED.
   C. 20 PSF UPWARD FORCE APPLIED AT THE WINDWARD □UARTER POINT OF THE TRANVERSE BRIDGE WIDTH (AASHTO 3.15.3).

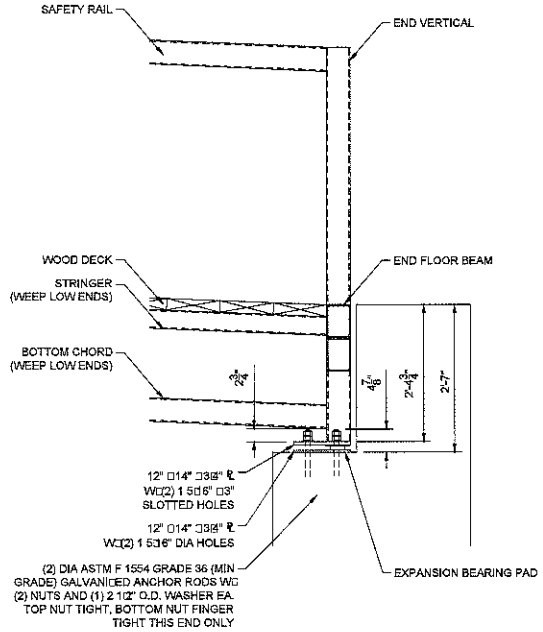
8. CLEANING: ALL EXPOSED SURFACES OF STEEL SHALL BE CLEANED IN ACCORDANCE WITH STEEL STRUCTURES PAINTING COUNCIL SURFACES PREPARATION SPECIFICATIONS NO. 7 BRUSH-OFF BLAST CLEANING. SSPC-SP7-LATEST EDITION.

9. MINIMUM MATERIAL THICKNESS OF 1/8" ON ALL STRUCTURAL MEMBERS.



BEARING PLAN VIEW





BEARING ELEVATION

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WAUKESHA, WISCONSIN 53186
262.513.0666 PHONE | 262.513.1272 FAX
MADISON | MILWAUKEE | KENOSHA
www.jsdinc.com

SERVICES PROVIDED TO:

PROJECT:
RIVER PARK TRAIL DEVELOPMENT

PROJECT LOCATION:
CITY OF FRANKLIN
MILWAUKEE COUNTY, WI

JSD PROJECT NO.: 15C6369

SEAL/SIGNATURE:

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DESIGN:
DRAWN:
APPROVED:

PLAN MODIFICATIONS:	DATE:

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SHEET TITLE:
STRUCTURE BEARING DETAILS

SHEET NUMBER:
S2.0

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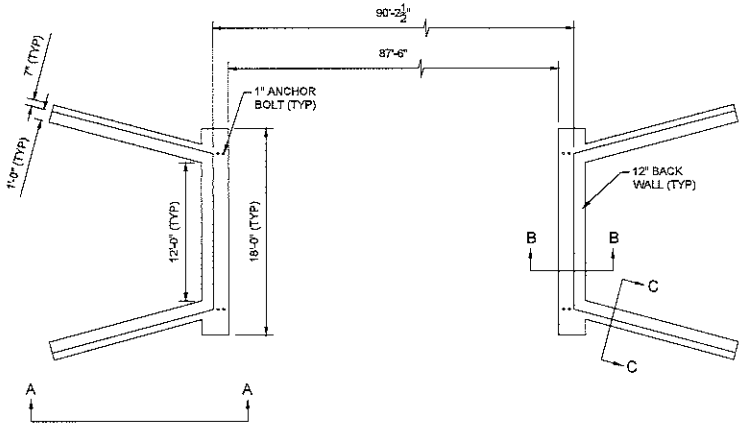
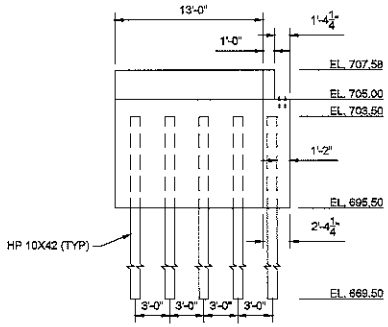
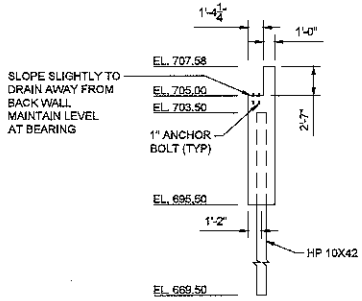


SUBSTRUCTURE PLAN VIEW



SECTION A - A



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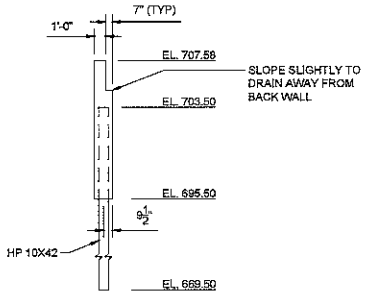

SECTION C - C

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SERVICES PROVIDED TO:

PROJECT:

RIVER PARK TRAIL DEVELOPMENT

PROJECT LOCATION:

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MILWAUKEE COUNTY, WI

JSD PROJECT NO.: 15C6969

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DESIGN:
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SHEET TITLE:

SUBSTRUCTURE & APPROACH RAILING PLANS

SHEET NUMBER:

S3.0

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