

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, NOVEMBER 21, 2017 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements:
A Proclamation Declaring the Month of November “Pancreatic Cancer Awareness Month” in the City of Franklin.
- C. Approval of Minutes:
 - 1. Regular Common Council Meeting of November 7, 2017.
 - 2. Special Common Council Meeting of November 14, 2017.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Donation to the Franklin Police Department DARE Program in the amount of \$1,000.00 from the Southeastern Wisconsin DARE Officers Association.
 - 2. Franklin Civic Celebrations Commission Report on the Hours of the July 3 and 4, 2018 Civic Celebrations Event, Request for Spending Authority for 2018 and Summary of 2017 Activities.
 - 3. A Resolution to Authorize the Construction of a Public Street and Sidewalk upon Lands in Part Supporting Natural Resource Features Located at 7333 South 27th Street (Zilber Ltd., Applicant).
 - 4. A Resolution for Approval of the Development Agreement for the Multifamily Housing and Commercial Development Located at 7333 South 27th Street.
 - 5. A Resolution to Authorize the Construction of a Public Street upon Lands in Part Supporting Natural Resource Features Located at Approximately 9733 South 76th Street (Neumann Developments, Inc., Applicant).
 - 6. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement for Park Circle Condos Located at Approximately 9733 South 76th Street.
 - 7. A Resolution to Amend Resolution No. 2017-7426 Imposing Conditions and Restrictions for the Approval of a Special Use for a Two-Story, 48 Unit Multi-Family Senior Independent Living Apartment Complex Development Use Located at 3709 West College Avenue to Allow for Construction of the Lakeview at Franklin Two-Story, 48 Unit Senior Independent Living Apartment Complex (Herman & Kittle Properties, Inc., Applicant).
 - 8. A Resolution for Professional Services Contract with RA Smith for the Intersection Evaluation of W. Drexel Avenue and S. 51st Street not to Exceed the amount of \$8,000.

Common Council Meeting Agenda

November 21, 2017

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9. A Resolution for Change Order 03/Final to Lunda Construction Company to Reduce the Total Contract Amount by \$222.29 to \$591,947.75 for Replacement of the Bridge on W. St. Martins Road over Tess Corners Creek Between S. North Cape Road and S. Scherrei Drive.
 10. A Resolution to Authorize the Purchase of a Fuel Management System from Badger Oil Equipment Co. in the Amount of \$13,690.
 11. City of Franklin Audit Agreement Between Baker Tilly LLP and the City of Franklin for Audit of the 2017 Annual Financial Statements.
 12. A Resolution to Authorize Designating 2017 Capital Improvement Fund Appropriations for Replacement of a City Hall Telephone and Voice Mail System Upgrade, a Police Department Squad Car and Associated Radio, and a Drug Vault Ventilation System with Appropriations to Come from Savings from the Police Communications Center Project.
 13. Health and Dental Insurance Plan and Claim Administration Services, Stop-loss Coverage, Broker Services, and Voluntary Long-Term Disability Insurance and Life and Accidental Death and Dismemberment Insurance Policy and Carrier Designations for 2018.
 14. Lowe's Home Centers v. City of Franklin, Milwaukee County Circuit Court, Case No. 16CV8356: Claim of Excessive Assessment. The Common Council may Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(g), to Confer with Legal Counsel for the Common Council who is Rendering Advice Concerning Strategy to be Adopted by the Body with Respect to the Subject Litigation, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.
- H. Licenses and Permits.
Miscellaneous Licenses from License Committee Meeting of November 21, 2017.
- I. Bills.
Request for Approval of Vouchers and Payroll.
- J. Adjournment.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

November 23 & 24	City Hall Closed	
December 4	Committee of the Whole Meeting	6:30 p.m.
December 5	Common Council Meeting	6:30 p.m.
December 7	Plan Commission Meeting	7:00 p.m.
December 19	Common Council Meeting	6:30 p.m.
December 21	Plan Commission Meeting	7:00 p.m.
December 25 & 26	City Hall Closed	

City of Franklin Proclamation

DECLARING THE MONTH OF NOVEMBER "PANCREATIC CANCER AWARENESS MONTH" IN THE CITY OF FRANKLIN

WHEREAS in 2017, an estimated 53,670 people will be diagnosed with pancreatic cancer in the United States and 43,090 will die from the disease;

WHEREAS pancreatic cancer is one of the deadliest cancers, is the third leading cause of cancer death in the United States, and is the only major cancer with a five-year relative survival rate in the single digits at just nine percent;

WHEREAS when symptoms of pancreatic cancer present themselves, it is late stage, and 73 percent of pancreatic cancer patients die within the first year of their diagnosis while 91 percent of pancreatic cancer patients die within the first five years;

WHEREAS approximately 770 deaths will occur in Wisconsin in 2017;

WHEREAS the incidence and death rate for pancreatic cancer are increasing and pancreatic cancer is anticipated to move from the 3rd to the second leading cause of cancer death in the U.S. by 2020;

WHEREAS the U.S. Congress passed the *Recalcitrant Cancer Research Act* in 2012, which calls on the National Cancer Institute to develop a scientific framework, or strategic plans, for pancreatic cancer and other deadly cancers, which will help provide the strategic direction and guidance needed to make true progress against these diseases; and

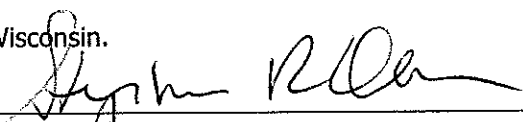
WHEREAS the Pancreatic Cancer Action Network is the national organization serving the pancreatic cancer community in Franklin and nationwide through a comprehensive approach that includes public policy, research funding, patient services, and public awareness and education related to developing effective treatments and a cure for pancreatic cancer;

WHEREAS the Pancreatic Cancer Action Network and its affiliates in Milwaukee support those patients currently battling pancreatic cancer, as well as to those who have lost their lives to the disease, and are committed to nothing less than a cure;

WHEREAS the good health and well-being of the residents of Franklin are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes, and effective treatments; therefore be it

RESOLVED that the Common Council designate the month of November 2017 as "Pancreatic Cancer Awareness Month" in the City of Franklin, WI.

Dated this 21st day of November, 2017 in Franklin, Wisconsin.


Stephen R. Olson, Mayor

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CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 7, 2017
MINUTES

- | | | |
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| CALL TO ORDER | A. | The regular meeting of the Common Council was held on November 7, 2017 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer (arrived at 6:32 p.m.), Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:31 p.m. and closed at 6:32 p.m. |
| PROCLAMATION
J. SCHAEFER
RECOGNITION | B.2.(a) | Mayor Olson presented a Proclamation in Recognition of Jerome H. Schaefer, Superintendent of Public Works who retired on November 1, 2017. |
| PROCLAMATION
J. SCHAEFER DAY | B.2.(b) | Mayor Olson presented a Proclamation Designating Jerry Schaefer Day. |
| WTA AND PUBLIC
POLICY FORUM | B.2.(c) | Mayor Olson noted a letter from Wisconsin Taxpayers Alliance and the Public Policy Forum regarding their upcoming merger. |
| | | Alderman Mayer vacated his seat at 6:40 p.m. |
| MINUTES
COMMITTEE OF WHOLE
OCT. 17, 2017 | C.1. | Alderwoman Wilhelm moved to approve the minutes of the Special Committee of the Whole meeting of October 17, 2017. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| MINUTES
COMMON COUNCIL
OCT. 17, 2017 | C.2. | Alderwoman Wilhelm moved to approve the minutes of the Regular Common Council meeting of October 17, 2017. Seconded by Alderman Barber. All voted Aye; motion carried. |
| PLAN COMMISSION
APPOINTMENT | E. | Alderman Barber moved to confirm the Mayoral appointment of Adam Burckhardt, 7541 S. 72nd Street, Ald. Dist. 5, for a 1-year unexpired term expiring 4/30/2018. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried. |

Alderman Mayer returned to his seat at 6:44 p.m.

- | | | |
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| REPORT FROM CIVIC CELEBRATIONS | G.1. | Aldерwoman Wilhelm moved to refer the start time of the Civic Celebration on Tuesday, July 3, 2018 back to the Civic Celebrations Committee for further review and recommendation, and return the item to the November 21, 2017 Common Council meeting, along with the summary from the 2017 Civic Celebrations and the request to allow John Bergner to execute contracts and agreements for the 2018 Franklin Civic Celebration. Seconded by Alderman Taylor. All voted Aye; motion carried. |
| REPORT ON YEAR 1 DRUG-FREE COMMUNITIES | G.2. | Aldерwoman Wilhelm moved to accept and place on file the Year 1 Drug-Free Communities report. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| ORD. 2017-2299
AMEND MUNICIPAL CODE CH. 138 TO UPDATE MERGER OF STATE HEALTH AUTHORITIES | G.3. | Alderman Taylor moved to adopt Ordinance No. 2017-2299, AN ORDINANCE TO AMEND CHAPTER 138 OF THE MUNICIPAL CODE TO REFLECT STATUTORY AND ADMINISTRATIVE RULE REFERENCE UPDATES RELATING TO THE MERGER OF THE WISCONSIN DEPARTMENT OF HEALTH SERVICES/FOOD SAFETY AND REGULATORY LICENSE SECTION WITH THE WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, AND ADOPTION OF THEIR REGULATIONS. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| RES. 2017-7316
AMENDMENT TO CELLULAR PHONE ANTENNA AGREEMENT ON WATER TOWER | G.4. | Aldерwoman Wilhelm moved to adopt Resolution No. 2017-7316, A RESOLUTION APPROVING SECOND AMENDMENT TO ANTENNA SITE LOCATION AGREEMENT FOR A CELLULAR PHONE ANTENNA ON THE WATER TOWER LOCATED AT 8901 W. DREXEL AVENUE, as amended. Seconded by Alderman Barber. All voted Aye; motion carried. |
| FAIRWAYS OF FRANKLIN MEDIAN STRIP | G.5. | Alderman Taylor moved to direct staff to use Department of Public Works resources to replace vegetation with concrete in the Fairways of Franklin median strip in S. 35th Street south of W. Ryan Road. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| RES. 2017-7317
AMEND AGREEMENT WITH JSD PROFESSIONAL SERVICES INC. ROOT | G.6. | Alderman Barber moved to adopt Resolution No. 2017-7317, A RESOLUTION TO AMEND AGREEMENT FOR PROFESSIONAL DESIGN SERVICES OF THE ROOT RIVER PARK PATH WITH JSD PROFESSIONAL SERVICES, INC. IN THE AMOUNT OF \$2,243.50. |

RIVER PARK PATH

Seconded by Alderman Taylor. All voted Aye; motion carried.

RES. 2017-7318
WAIVE WATER
EXTENSION TO SERVE
LOT ON W. MINNESOTA
AVE.

G.7. Alderwoman Wilhelm moved to adopt Resolution No. 2017-7318, A RESOLUTION TO WAIVE WATER EXTENSION TO SERVE A LOT IN THE 5000 BLOCK OF W. MINNESOTA AVENUE AT THIS TIME AND REQUIRE THE PROPERTY OWNERS OF THIS LOT TO CONNECT TO PUBLIC WATER WITHIN ONE YEAR OF CONSTRUCTION OF A PUBLIC WATER MAIN EXTENDED TO THE PROPERTY. Seconded by Alderman Taylor. All voted Aye; motion carried.

RES. 2017-7319
STORM SEWER AND
WATER MAIN
EASEMENTS FROM TI
INVESTORS OF
FRANKLIN II LLC

G.8. Alderman Taylor moved to adopt Resolution No. 2017-7319, A RESOLUTION ACCEPTING A STORM SEWER EASEMENT AND A WATER MAIN EASEMENT FOR TI INVESTORS OF FRANKLIN II, LLC, LOCATED AT 4620 W. OAKWOOD PARK DRIVE. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RES. 2017-7320
WATER MAIN
EASEMENT FROM ZETA
COMPANY LLP

G.9. Alderman Taylor moved to adopt Resolution No. 2017-7320, A RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5801 W. FRANKLIN DRIVE (ZETA COMPANY LLP) (TAX KEY NO. 931-0006-001). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RES. 2017-7321
WATER MAIN
EASEMENT FROM C P
PROPERTIES LLP

G.10. Alderman Taylor moved to adopt Resolution No. 2017-7321, A RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5695 W. FRANKLIN DRIVE (C P PROPERTIES, LLP) (TAX KEY NO. 899-0016-001). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2017-7322
WATER MAIN
EASEMENT FROM S & C
ELECTRIC CO.

G.11. Alderman Taylor oved to adopt Resolution No. 2017-7322, A RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 5251 W. FRANKLIN DRIVE (S & C ELECTRIC COMPANY) (TAX KEY NO. 931-0013-002). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RES. 2017-7323
WATER MAIN
EASEMENT FROM
BRIDGESTONE CAPITAL
LLC

G.12. Alderman Taylor oved to adopt Resolution No. 2017-7323, A RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 10125 S. 52ND STREET (BRIDGESTONE CAPITAL, LLC) (TAX KEY NO. 931-0013-003). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RES. 2017-7324
WATER MAIN
EASEMENT FROM
FRANKLIN PROPERTIES
LLC

G.13. Alderman Taylor moved to adopt Resolution No. 2017-7324, A RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 10155 S. 57TH STREET (FRANKLIN PROPERTIES, LLC) (TAX KEY NO. 931-0008-001). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

RES. 2017-7325
WATER MAIN
EASEMENT FROM
GHN FRANKLIN LLC

G.14. Alderman Taylor moved to adopt Resolution No. 2017-7325, A RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 10179 S. 57TH STREET (GHN FRANKLIN, LLC) (TAX KEY NO. 931-0008-002). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

ORD. 2017-2300
AMEND ORD. 2016-2240
ADOPTING ANNUAL
BUDGETS

G.15. Alderman Taylor moved to adopt Ordinance No. 2017-2300, AN ORDINANCE TO AMEND ORDINANCE 2016-2240 ADOPTING THE 2017 ANNUAL BUDGETS FOR THE CITY OF FRANKLIN FOR THE GENERAL, SOLID WASTE, CAPITAL OUTLAY, CAPITAL IMPROVEMENT, AND TID 3 FUNDS FOR THE CITY OF FRANKLIN TO PROVIDE ADDITIONAL PERSONNEL SERVICE APPROPRIATIONS FOR OVERTIME, EMPLOYEES BENEFITS AND RECLASSIFYING CONTINGENCY APPROPRIATIONS TO POLICE SAFETY EQUIPMENT PURCHASES AND TO CARRY FORWARD STREET LIGHTING APPROPRIATIONS FROM 2016 INTO 2017. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

FINANCIAL REPORT
SEPT. 2017

G.16. Alderman Taylor moved to place the September 2017 Financial Monthly Report on file. Seconded by Alderman Dandrea. All voted Aye; motion carried.

REMOVAL OF
INVESTMENT OPEB
TRUST

G.17. Alderman Dandrea moved to place the report on removal of investment in the Other Post Employee Benefit Trust upon review by the Finance Committee on file. Seconded by Alderman Taylor. All voted Aye; motion carried.

PDS AGREEMENT
WIRELESS ACCESS
POINTS WITH
MONITORING

G.18. Alderman Mayer moved to authorize the Director of Administration to execute the necessary agreement with Paragon Development Systems (PDS) for services and equipment for the "Wireless Access Points with Monitoring" 2017 capital project. Seconded by Alderman Taylor. All voted Aye; motion carried.

CLERK'S OFFICE

G.19. Alderman Barber moved to direct staff to proceed with the

CARPET PROJECT

project for the carpeting of the City Clerk's office including abatement of the asbestos-containing tiles, with costs in excess of the existing Capital Outlay project to come from the Capital Improvement Fund City Hall project. Seconded by Alderman Mayer. All voted Aye; motion carried.

AGREEMENT WITH
LIECHTY & ASSOC. FOR
DESIGN OF CITY HALL
HVAC SYSTEM

- G.20. Alderman Taylor moved to authorize the Director of Administration to execute a Professional Services Agreement with Liechty & Associates, Inc. for design of an HVAC system replacement for the central and southern portions of Franklin City Hall for \$29,700 in a form as approved by the City Attorney. Seconded by Alderman Mayer. All voted Aye; motion carried.

2018 MEETING
SCHEDULE

- G.21. Alderwoman Wilhelm moved to schedule the following 2018 meetings: Committee of the Whole on January 8, Common Council on January 9 and 23, Committee of the Whole on February 5, Common Council on February 6 and 19, Committee of the Whole on March 5, Common Council on March 6 and 20, Combined Committee of the Whole and Common Council on April 2, Common Council on April 17, and Committee of the Whole on April 30, 2018. Seconded by Alderman Barber. All voted Aye; motion carried.

CLOSED SESSION
LOWE'S HOME CENTER
VS. FRANKLIN
CLAIM OF EXCESSIVE
ASSESSMENT

- G.22. Alderman Taylor moved to enter closed session at 7:05 p.m. pursuant to Wis. Stat. 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation regarding Lowe's Home Centers v. City of Franklin, Milwaukee County Circuit Court, Case No. 16CV8356: Claim of Excessive Assessment, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 7:59 p.m.

LICENSES AND
PERMITS

- H.1. Alderman Taylor moved to approve the following:
Grant Extraordinary Entertainment & Special Event license to the Arthritis Foundation (Jennifer Blatz) for their Jingle Bell Run event at the Rock Snow Park on November 12, 2017;
Grant request for change in premise description for Class A Liquor & Beer License for Ultra Mart Foods LLC, 7201 S. 76th St., subject to compliance with department's requirement;
No action was taken on the Restaurant license for QT Pizza, LLC, 7119 S. 76th St., pending compliance prior to December

31, 2017 and payment of outstanding reinspection fees;
Grant Class A Combination License to New Liquor & Food, Inc., Agent Gurjeet Singh, 8305 S. 27th St.;
Hold Operator license application for appearance from Sierra Kisting, S63W18485 Martin Dr., Muskego;
Hold Operator license renewal for Amy Mast, W186S8961 Cardinal Ct., Muskego, subject to court case decision in January 2018; and
Grant Operator License to Robin Conti, 8316 W. Crawford Ave., Milwaukee; Justin Kagerbauer, 142-1/2 Riverside Dr., Waterford; Cindy Kelley, 7527 N. Tichigan Rd., Waterford; Stanford Kraft, Jr., 1417 E. Crawford Ave., Milwaukee; Vicki Listwan, 9319 W. Morgan Ave., Milwaukee; Beau Mitchell, 5314 Robin Dr., Greendale; Victoria Sberna, 2576 S. 77th St., West Allis.
Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I.1. Alderman Barber moved to approve City vouchers with an ending date of November 2, 2017 in the amount of \$5,440,372.79; and payroll dated October 27, 2017 in the amount of \$394,835.11 and payments of the various payroll deductions in the amount of \$482,172.16 plus City matching payments; and estimated payroll dated November 9, 2017 in the amount of \$391,000.00 and payments of the various payroll deductions in the amount of \$238,000.00 plus City matching payments; and property tax refunds with an ending date of November 2, 2017 in the amount of \$2,837.12. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the regular meeting of the Common Council at 8:01 p.m. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

CITY OF FRANKLIN
SPECIAL COMMON COUNCIL MEETING
NOVEMBER 14, 2017
MINUTES

CALL TO ORDER

- A. The special meeting of the Common Council was called to order at 6:30 p.m. by Mayor Steve Olson in the Common Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Excused was Alderwoman Kristen Wilhelm. Also present were Director of Administration Mark Lubberda, City Attorney Jesse A. Wesolowski, and City Clerk Sandra Wesolowski.

CITIZEN COMMENT
PERIOD

- B. Citizen comment period was called to order at 6:31 p.m. and closed at 6:43 p.m.

PUBLIC HEARING
2018 PROPOSED BUDGET

- C. Director of Administration Lubberda presented the 2018 proposed budget.

Alderman Taylor vacated his seat at 6:58 p.m. and returned at 7:02 p.m., and Alderman Nelson vacated his seat at 7:24 p.m. and returned at 7:25 p.m.

The public hearing on the 2018 City budget was called to order at 7:15 p.m. and was closed at 7:35 p.m.

ORD. 2017-2301
ADOPTING THE 2018
ANNUAL BUDGETS

Alderman Taylor moved to add \$2,000 back into the Senior Travel Program. Seconded by Alderman Nelson. All voted Aye; motion carried.

Alderman Dandrea moved to adopt Ordinance No. 2017-2301, AN ORDINANCE ADOPTING THE 2018 ANNUAL BUDGETS FOR THE GENERAL, CIVIC CELEBRATIONS, ST. MARTIN'S FAIR, DONATIONS, GRANT, SOLID WASTE COLLECTION, SANITARY SEWER, CAPITAL OUTLAY, EQUIPMENT REPLACEMENT, STREET IMPROVEMENT, CAPITAL IMPROVEMENT, DEBT SERVICE, DEVELOPMENT, UTILITY DEVELOPMENT, TID 3, TID 4, TID 5 AND INTERNAL SERVICE FUNDS, AND ESTABLISHING THE TAX LEVY AND OTHER REVENUE FOR THE CITY OF FRANKLIN AND ESTABLISHING THE SOLID WASTE FEE, as presented with the following adjustment: Addition of \$2,000 to the Senior

Travel Program, which adjustment shall be incorporated into a final form of the ordinance and the Official Budget Appropriation Units document, as determined by the Director of Administration. Seconded by Alderman Barber. On roll call, Alderman Dandrea, Alderman Mayer, Alderman Barber, and Alderman Nelson voted Aye; Alderman Taylor voted No. Motion carried.

Alderman Mayer moved to begin the 2019 budget process early with regular updates to begin preparing needs of the City in long-range planning. Seconded by Alderman Barber. All voted Aye; motion carried.

ADJOURNMENT

- E. Alderman Taylor moved to adjourn the special meeting of the Common Council at 7:50 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>11/19/2017</i>
REPORTS & RECOMMENDATIONS	Donation from the Southeastern Wisconsin DARE Officers Association	ITEM NUMBER <i>G.I.</i>

The Franklin Police Department has received a \$1,000.00 check from the Southeastern Wisconsin DARE Officer Association. These are proceeds from the annual DARE Milwaukee Brewers Tailgate event that the Franklin Police Department took part in this past April. These funds will be used for the purchase of DARE materials for 5th grade DARE classes taught at various schools throughout Franklin.

COUNCIL ACTION REQUESTED

Motion to accept this check from the Southeastern Wisconsin DARE Officers Association for deposit it into the DARE Donation account.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/17
REPORTS AND RECOMMENDATIONS	Franklin Civic Celebrations Commission Report on the Hours of the July 3 and 4, 2018 Civic Celebrations Event, Request for Spending Authority for 2018 and Summary of 2017 Activities	ITEM NUMBER <i>G. 2.</i>

Attached are reports from John Bergner, Chairman of the Civic Celebrations Commission, requesting authority from the Common Council for the Commission to sign and execute contracts and agreements for the 2018 Franklin Civic Celebration. The event is planned for two days, July 3 and 4, 2018.

At the Common Council meeting of October 17, 2017, Alderwoman Wilhelm moved to refer the start time on Tuesday, July 3, 2018, back to the Civic Celebrations Committee for further review and recommendation and return to the Common Council meeting of November 21, 2017. The Civic Celebrations Committee is meeting on Monday, November 20, 2017; therefore, John Bergner will present their recommendation at this Council meeting.

COUNCIL ACTION REQUESTED

Motion to accept and place on file the summary from the 2017 Civic Celebrations event, and allow John Bergner to execute contracts and agreements for the 2018 Franklin Civic Celebration event.

OR

As directed.



Franklin Civic Celebrations Commission

Request for Spending Authority 2018

October 24, 2017

I, John Bergner, Chairman of the Franklin Civic Celebrations Commission request authority to enter into contracts and agreements for the 2018 Franklin Civic Celebration. The dates and times will be:

- Tuesday, July 3rd - 11:00am to 11:00pm
- Wednesday, July 4th - 10:00am to 9:30pm

With your approval, I request authority to spend the following amounts for 2018:

	2018	2017
	Requested	Actual
1. ENTERTAINMENT	\$22,000	\$32,060
2. FIREWORKS-2 days	\$16,000	\$15,200
3. RENTALS	\$17,000	\$17,474
4. PARADE (Bleachers, Flags)	\$ 9,000	\$ 7,771
5 ICE CREAM	\$ 1,600	\$ 1,555
6. PRINTING	\$ 500	\$ 478
7. SUPPLIES	\$ 2,400	\$ 2,771
8. MISC.	<u>\$ 1,300</u>	<u>\$ 1,968</u>
Totals:	\$69,800	\$79,277

**The 2017 Festival was a 4 day event and the 2018 Festival is a 2 day event.*

Note: Police and DPW cost are not included in any of the amounts.

Need approval to begin festival on Tuesday morning, July 3 at 11:00 am while city hall open for business.



City of Franklin

A Thriving Community in Southeastern W

2017 FRANKLIN CIVIC CELEBRATION

INCOME STATEMENT

INCOME	2016	2017
1. DONATIONS	\$20,375.00	\$23,775.00
2. TICKET SALES	\$71,689.80	\$73,800.00
3. FOOD (NET)	\$15,867.54	\$16,717.61
4. CITY FUNDS	\$13,000.00	\$13,000.00
5. CARNIVAL COMMISSION	\$20,105.00	\$23,478.00
6. NON FOOD/ LICENSES	\$0.00	\$600.00
7. HELICOPTER RIDES	\$791.00	\$934.20
8. ATM RENTAL	\$0.00	\$228.50
9. AQUA RIDES	\$0.00	\$1,160.00
10. CASH FROM TICKET SALES:		
PAID TO BADGER BAND	\$1,175.00	\$1,040.00
PAID TO IDOL SINGERS AND DJ	\$0.00	\$550.00
TOTAL INCOME	\$143,003.34	\$155,283.31

EXPENSES	2016	2017
1. ENTERTAINMENT	\$28,455.00	\$32,060.00
2. MUSIC ON MOVE-FREE KIDS RIDES	\$2,575.00	\$0.00
3. POLICE AND DPW	\$31,250.62	\$37,196.96
4. PARADE (INCLUDES BLEACHERS,FLAGS)	\$11,202.87	\$7,771.36
5. FIREWORKS	\$26,000.00	\$15,200.00
6. ICE CREAM	\$2,661.65	\$1,555.20
7. BEER, ICE, SODA	\$18,667.10	\$18,205.65
7A. WINE	\$0.00	\$1,469.20
8. SUPPLIES,SERVICES, SHIRTS	\$2,094.17	\$2,771.03
9. RENTALS (TENTS,TABLES,CHAIRS,TOILETS)	\$16,803.21	\$17,473.61
10. TICKETS,PRINTING	\$1,057.00	\$477.67
11. T-SHIRTS-HOC	\$0.00	\$1,668.00
12. SIGNS,BANNERS	\$0.00	\$300.00
13. BACKGROUND CHECKS	\$560.00	\$448.00
14.GOLF CARTS	\$390.00	\$740.00
15.MEMBERSHIPS	\$80.00	\$0.00
16. POSTAGE	\$369.11	\$229.72
TOTAL EXPENSES	\$142,159.73	\$137,566.40
NET INCOME	\$843.61	\$17,716.91

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/17
REPORTS & RECOMMENDATIONS	RESOLUTION TO AUTHORIZE THE CONSTRUCTION OF A PUBLIC STREET AND SIDEWALK UPON LANDS IN PART SUPPORTING NATURAL RESOURCE FEATURES LOCATED AT 7333 SOUTH 27TH STREET (ZILBER LTD., APPLICANT)	ITEM NUMBER <i>G, S.</i>

INTRODUCTION:

The Common Council, by Ordinance No. 2016-2224, has created a process whereby public streets, sidewalks and trails construction shall not be subject to the natural resource features protections standards set forth in Part 4 of the Unified Development Ordinance. In addition, this process allows the Common Council to decide, upon review and approval of a practicable alternatives analysis prepared by an applicant, whether mitigation for any natural resource impacts will be required.

The Common Council recently approved, with conditions, a Comprehensive Master Plan Amendment, Certified Survey Map, and Special Use for the Zilber Ltd. multi-family residential development upon property located at 7333 South 27th Street. This development includes a proposed public street right-of-way and associated sidewalk which impacts protected natural resource features.

On November 14, 2017, the applicant provided the attached information for the Common Council's consideration of the Natural Resource Features Protection Standards Practicable Alternatives Analysis for the proposed public street and associated sidewalk.

BACKGROUND:

As part of the Zilber Ltd. multi-family residential apartment development, the applicant is requesting an exemption from protection and mitigation standards to impact (permanently remove) a wetland, wetland buffer, and wetland setback to allow for construction of a proposed public street and associated sidewalk that extends from South 27th Street to South 31st Street. The proposed road will provide access to the multi-family residential development as well as to a 2-acre parcel anticipated for future commercial development.

It can be noted that the Special Use approval included the following conditions related to the natural resource features disturbances.

Resolution No. 2017-7309 (Special Use)

- The applicant shall prepare a simple form mitigation plan that includes restoration and/or enhancements to the existing westerly wetlands onsite,

for review and approval by Department of City Development, prior to issuance of a Building Permit.

- The applicant shall revise the practicable alternatives analysis to address sections (f) i), ii), and iii). for review and approval by the Common Council prior to issuance of a Building Permit.

Note that the first condition noted above only requires staff approval. However, the Wetland Enhancement Plan is attached for reference as it is related to the natural resource features impacts. Staff is continuing to work with the applicant to finalize that plan, which is discussed below.

NATURAL RESOURCE FEATURES PROTECTION STANDARDS PRACTICABLE ALTERNATIVES ANALYSIS:

An alternative analysis is attached for Common Council review. The applicant has indicated that it is not possible to proceed with the project without these impacts as the Wisconsin Department of Transportation mandates one access to South 27th Street at this location.

It can be noted that staff had initially recommended that the subject road be a private road, and that the road be located along the southern property boundary to primarily provide access to an adjacent property, but also in part to minimize natural resource impacts. However, the Common Council has approved, with conditions, the related Certified Survey Map and Special Use which both include the proposed public road at the location requested by the applicant.

The applicant has indicated the following amounts of protected natural resource features would be impacted (removed) by the proposed public street and sidewalk construction:

- about 2,391 square feet of wetland;
- about 8,822 square feet of wetland buffer; and
- about 36,388 square feet of wetland setback.

The applicant has stated that impacts may be minimized by not installing a public sidewalk, which would reduce wetland fill by approximately 254 square feet. Staff would note that a sidewalk is preferred and does not recommend this as an alternative.

Mitigation (Wetland Enhancement Plan):

Pursuant to condition #8 of the subject Special Use approval, the mitigation plan requires enhancement of Wetlands 3 and 4, which are located on the west side of the property, adjacent to S. 31st Street, for staff review and approval. Wetland 3 is 2,250 square feet and Wetland 4 is 957 square feet.

Below is a brief summary of enhancements proposed by the applicant:

- Removal of invasive species in both wetlands through cutting and treating of non-native shrubs. The invasive shrubs to be treated include Honeysuckle, Common Buckthorn and Glossy Buckthorn.
- Removal of declining or weak native species to allow growth of other native species. Native tree species to be selectively removed include Ash, Eastern Cottonwood, Black Cherry, Box Elder, Hawthorne and Gray Dogwood.
- Continual removal of invasive vegetation, such as Garlic Mustard and Reed Canary Grass.
- Herbicide applications.
- Installation of a wetland seed mix during an appropriate time of the growing season, with an appropriate cover crop and watering schedule.
- A 3-year monitoring plan, with enhancement measures, if so needed, as determined by the developer.

STAFF RECOMMENDATION

As the Common Council has approved the subject Certified Survey Map and Special Use depicting the proposed public street and sidewalk in the location proposed by the applicant; as the Common Council has required a simple form mitigation plan that includes restoration and/or enhancements to the existing westerly wetlands; and as staff has reviewed the mitigation plan and is recommending that such plan include additional invasive species removal if so determined by the annual site evaluations, and that a copy of the annual monitoring reports be provided to the City; staff is not recommending any additional mitigation.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2017-_____, a resolution to authorize the construction of a public street and sidewalk upon lands in part supporting Natural Resource Features located at 7333 South 27th Street (Zilber Ltd., Applicant).

November 13, 2017



Attn: Zilber Ltd.
710 N. Plankinton Avenue, Suite 1000
Milwaukee, WI 53188

Re: **Wetland Fill Alternatives Analysis**
Proposed Multi-Family Development
7333 South 27th Street, City of Franklin, WI

Project Description:

7333 South 27th Street (STH "241") is an 18-acre undeveloped parcel of land in the City of Franklin. The parcel is currently zoned B-4 (South 27th Street Mixed Use Commercial District). The parcel is proposed for development consisting of a fully improved public street between South 31st Street and South 27th Street, multi-family residential adjacent to South 31st Street and future commercial adjacent to South 27th Street. The parcel contains four wetland areas, which were delineated by R.A. Smith National in October of 2015.

WisDOT requirements mandate one point of access to STH "241" from the undeveloped parcel, widening of the southbound STH "241" pavement for creation of a deceleration/turning lane and minimum travel distances from West Minnesota Avenue (to the north of the development parcel) and the Platt Construction commercial driveway (to the south of the development parcel). To meet these requirements, portions of two wetland areas must be permanently filled. The proposed permanent wetland fill associated with the public street improvements at a new intersection with STH "241" is 2,391 square feet. The proposed permanent wetland fill associated with modifications to STH "241" is 139 square feet. WDNR permit coverage for these proposed permanent wetland fills was issued on November 1, 2017.

Franklin Ordinance 2016-2224 Question and Answer Form:

1. Indication of the section(s) of the UDO that are not being met.
15-4.0102(G); 15-4.0101(H); 15-4.0103(4); & 15-4.01013(5)
2. Statement regarding the exemption requested, giving distances and dimensions where appropriate.
Exemption from protection and mitigation of the wetland and wetland buffer as indicated on the Natural Resource Protection Plan dated 8/25/17 and further described above.
3. Statement of the reason(s) for the request.
Vehicular access to STH "241" in accordance with WisDOT requirements.
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:

The request is in harmony with the general purpose and intent of the Ordinance because it facilitates the provision of a safe and effective transportation system, including motor vehicle, pedestrian and other modes of transportation.

a. Background and Purpose of the Project.

- i. Describe the project and its purpose in detail. Include any pertinent construction plans.

Refer to the project description and purpose stated above and the Public Infrastructure Plans dated 11/03/17.

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

The project is not an expansion of an existing work. It is new construction to support development of vacant land.

- 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 public street and associated natural resource impacts must be located as designed due to highway access control requirements mandated by WisDOT.

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

The proposed public street connection provides the highest degree of traffic safety because it maximizes the distance between highway access points to the north and to the south of the vacant land, which maximizes site distances for motor vehicle operators traveling on the highway. The proposed public street improves connectivity because it provides multi-modal transportation between South 27th Street and South 31st Street. Once the vacant land is developed for housing, the proposed public street will also provide residents access to public transportation along the South 27th Street corridor.

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.

It is not possible for the project to proceed without affecting the natural resource areas as proposed.

- 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.

It is not possible to redesign the project to avoid the proposed natural resource impacts and provide the access to South 27th Street required by WisDOT, and necessary to support the proposed land development.

- iii. State how the project may be made smaller while still meeting the project's needs.
Do not install public sidewalk and begin fill slopes near the back of curb to reduce wetland impacts. This alternative would reduce the proposed permanent wetland fill by approximately 254 square feet.
- iv. State what geographic areas were searched for alternative sites.
No alternative sites exist in Franklin that meet the project requirements
- 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.
No alternative site exist in Franklin that meet the project requirements
- vi. State what will occur if the project does not proceed.
The land will remain vacant.

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.
Not installing sidewalk along the proposed public street would reduce the project construction cost by approximately \$30,000. The City must evaluate the community cost of not providing public sidewalk as part of the proposed project.
- ii. State any logistical reasons limiting any of the possible alternatives set forth under sub. b., above.
None
- iii. State any technological reasons limiting any of the possible alternatives set forth under sub. b., above.
None
- iv. State any other reasons limiting any of the possible alternatives set forth under sub. b., above.
None

- 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 proposed public street provides the grid pattern and multi-modal connectivity between South 31st Street and South 27th Street promoted in the South 27th Street Corridor Plan. The proposed connection location is the only allowable access point. South 27th Street is a State Highway with a posted speed limit of 40 MPH. Minimum travel distances between highway access locations are controlled by WisDOT to provide proper means for safe ingress/egress of vehicles traveling to/from the highway and local streets. Any highway access proposed for development of this vacant land will require connection at the location proposed.
- 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 wetland to be impacted is classified as a wet meadow depression. The wetland vegetation is dominated by reed canary grass and peach-leaf willow. The wetland is sustained by surface water from the surrounding landscape and a subtle shift in topography. Hydrology and hydric soil indicators were absent in the upland portion. The buffer surrounding the wetland is old field, consisting of scattered quaking aspen, Canada goldenrod and Kentucky bluegrass. Refer to the Natural Resource Investigation dated 5/05/17 for additional detail.
- 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:
- Diversity of flora including State and/or Federal designated threatened and/or endangered species.
No threatened or endangered species were documented.
 - Storm and flood water storage.
Due to the size and topography, the wetland and wetland buffer provide no storm or flood water storage.
 - Hydrologic functions.
None
 - Water quality protection including filtration and storage of sediments, nutrients or toxic substances.
None
 - Shoreline protection against erosion.

None

- vi. Habitat for aquatic organisms.

None

- vii. Habitat for wildlife.

Marginal

- viii. Human use functional value.

None

- ix. Groundwater recharge/discharge protection.

None

- x. Aesthetic appeal, recreation, education, and science value.

Marginal

- xi. Specify any State or Federal designated threatened or endangered species or species of special concern.

None

- xii. Existence within a Shoreland.

None

- 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.

None

- g. Water Quality Protection. Describe how the project protects the public interest in the waters of the State of Wisconsin.

In accordance with City of Franklin, Milwaukee Metropolitan Sewerage District and State of Wisconsin regulations, the proposed public street and associated development of the vacant land includes construction of three storm water ponds which will provide water quality improvements and runoff storage that exceed current conditions.

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.

GP-SE-2017-41-02897 permit coverage was provided by WDNR to the City of Franklin on 11/01/17.

Summary:

The proposed development has been designed with respect to goals, principles and requirements of the City of Franklin Unified Development Ordinance, Comprehensive Master Plan and 27th Street Corridor Plan. The current design is the most practicable and viable alternative, utilizing a 24' wide public street section to minimize permanent wetland fill, while complying with travel distance requirements mandated by WisDOT.

U:\08875\WPDOCS\DOCUMENT\62016030-041339-Joint State & Federal Wetland Permit\Franklin Alternatives Analysis_2017-11-13.docx

7333 South 27th Street Multi-family Development

Wetland Enhancement Plan



November 16th, 2017

Submitted by: Kapur & Associates, Inc.



**7333 South 27th Street Multi-Family Development
Wetland Enhancement Plan**

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Note: Existing conditions and natural resource information and mapping has been incorporated from the following documents, which have been provided to the city.

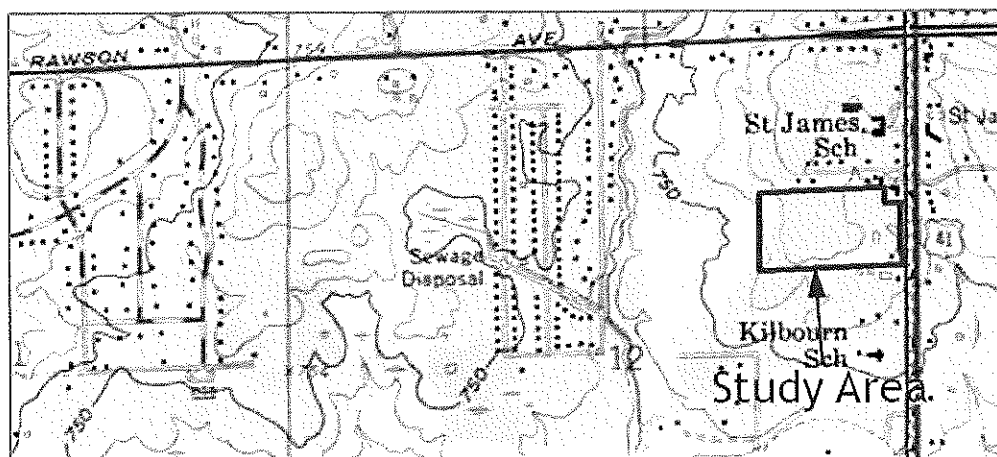
- Natural Resources Investigation by R.A. Smith National, Inc., prepared on May 5th, 2017
- Wetland Delineation Report by R.A. Smith National, Inc., prepared on November 5th, 2017

1.0 Introduction, Purpose, and Objective:

- Introduction: On behalf of the Developer, Kapur & Associates, Inc. has prepared this Wetland Enhancement Plan for wetlands W-3 and W-4 of the 7333 South 27th Street Multi-Family Development project.
- Purpose: Enhance wetlands W-3 and W-4 to support a more diversified plant and wildlife ecosystem.
- Objective: Within 2 to 5 years, wetland enhancement areas will be restored and flourishing with native species and wildlife.

2.0 Site Location

- This is a multi-family development project, located at address 7333 S. 27th Street, Franklin, Wisconsin 53132.
- The development is located in the Northeast ¼ of Section 12, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.
- The existing overall site is approximately an 18-acre rectangle orientated West/East. The site is bordered to the North by residential subdivisions, to the West by S 31st Street, to the South by commercial business, and to the East by S 27th Street.
- Coordinate Position: 42° 54' 42.4" N Latitude, 87° 57' 9.8" W Longitude
- Watershed 1: Name: Root River. Code: SE03. Area: 127,339.16 acres or 198.97 square miles.
 - 12-digit HUC (Subwatershed): 040400020302. 12-digit HUC Name: Ryan Creek-Root River. HUC Area (Acres): 18,509.
 - 10-digit HUC (Watershed): 0404000203. 10-digit HUC Name: Root River.
 - 8-digit HUC (Sub-basin): 04040002. 8-digit HUC Name: Pike-Root Rivers.
- Watershed 2: Name: Oak Creek-Frontal Lake Michigan. Code: SE05. Area: 16,761.6 acres or 26.19 square miles.
 - 10-digit HUC (Watershed): 0404000201. 10-digit HUC Name: Oak Creek- Frontal Lake Michigan.



USGS Topographic Map; ↑ North, Not to Scale
Multi-family development site boundary is outlined in red.

3.0 Existing Wetlands

- Wetland 1 (W-1): 2,391 SF of a fresh (wet) meadow depression dominated by *Phalaris arundinacea* (reed canary grass) and *Salix amygdaloides* (peach-leaf willow). Hydrology in W-1 is sustained by surface water from the surrounding landscape. Physical on-site evidence of wetland hydrology within W-1 included geomorphic position and a positive FAC-Neutral test. Impact to wetland buffer will result due to construction of roadway through the site.

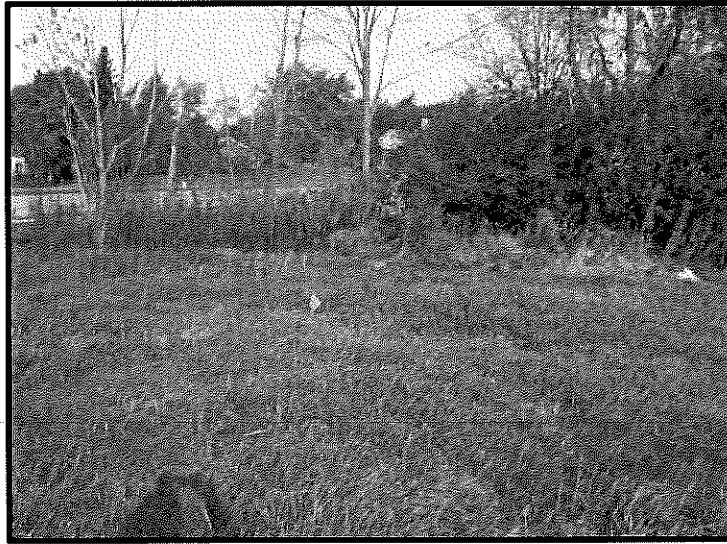


- Wetland 2 (W-2): 6,609 SF of a fresh (wet) meadow/cattail marsh swale dominated by *Phalaris arundinacea* (reed canary grass), *Typha x glauca* (cattails), *Euthamia graminifolia* (narrow-leaf goldenrod) and *Symphotrichum novae-angliae* (New England aster). Hydrology in W-2 is sustained by baseflow of the swale conveying water from the residential subdivision to the North. Physical on-site evidence of wetland hydrology within W-2 included drainage patterns, crayfish burrows, saturation visible on aerial imagery, geomorphic position and a positive FAC-Neutral test.



4.0 Existing Wetlands to be Enhanced

- Wetland 3 (W-3): 2,250 SF of a fresh (wet) meadow depression dominated by *Phalaris arundinacea* (reed canary grass). Hydrology in W-3 is sustained by surface water from the surrounding landscape. Physical on-site evidence of wetland hydrology within W-3 included oxidized rhizospheres on living roots, geomorphic position and a positive FAC-Neutral test.



- Wetland 4 (W-4): 957 SF of a fresh (wet) meadow depression dominated by *Phalaris arundinacea* (reed canary grass). Hydrology in W-4 is sustained by surface water from the surrounding landscape. Physical on-site evidence of wetland hydrology within W-4 included oxidized rhizospheres on living roots, geomorphic position and a positive FAC-Neutral test.





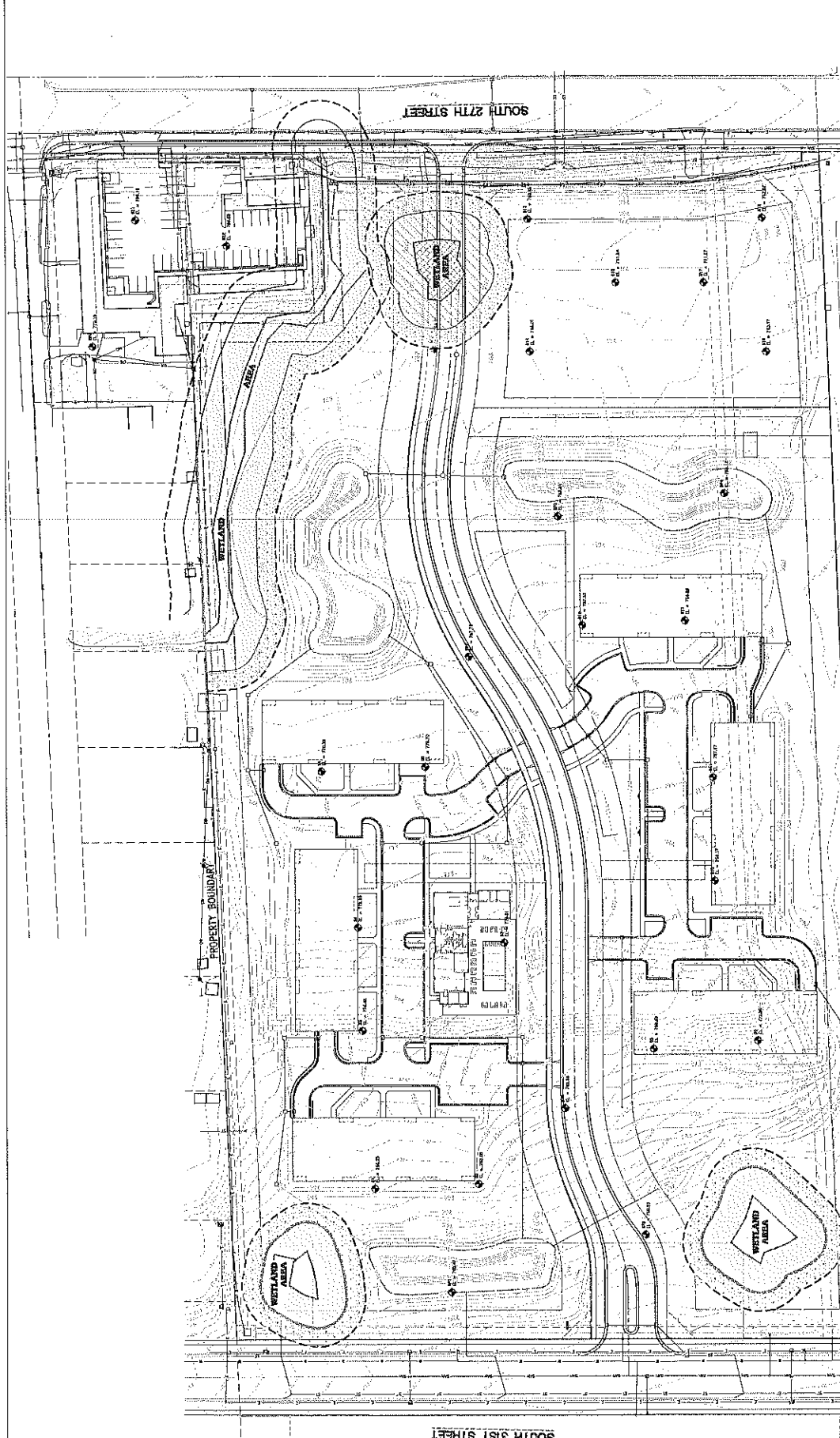
PROJECT: KM MULTIFAMILY
PUBLIC INFRASTRUCTURE
CITY OF FRANKLIN, WISCONSIN
BY: TOWER REALTY, INC.
710 N PLANKINTON AVENUE, SUITE 500
MILWAUKEE, WI 53205

REVISION HISTORY	DATE	DESCRIPTION
1	08/23/2017	INITIAL DESIGN
2	08/23/2017	REVISED DESIGN
3	08/23/2017	REVISED DESIGN
4	08/23/2017	REVISED DESIGN
5	08/23/2017	REVISED DESIGN
6	08/23/2017	REVISED DESIGN
7	08/23/2017	REVISED DESIGN
8	08/23/2017	REVISED DESIGN
9	08/23/2017	REVISED DESIGN
10	08/23/2017	REVISED DESIGN

DATE: AUGUST 23, 2017
JOB NUMBER: 100000

DESCRIPTION:
NATURAL
RESOURCE
PROTECTION PLAN

SHEET
EX. 1



- WETLANDS**
- WETLAND AREA
- PER OCTOBER 8, 2015 DELINEATION BY HEATHER PATIL, PWS OF T.A. SMITH NATIONAL, INC.
- TOTAL WETLAND AREA: 12,151 S.F. = 0.275 AC.
 - 30' WETLAND BUFFER
- TOTAL WETLAND BUFFER AREA: 53,883 S.F. = 1.191 AC.
 - WETLAND IMPACT DISTURBANCE AREA
- TOTAL IMPACT DISTURBANCE AREA: 2,881 S.F. = 0.065 AC.
 - BUFFER IMPACT DISTURBANCE AREA
- TOTAL IMPACT DISTURBANCE AREA: 8,822 S.F. = 0.203 AC.
 - 60' WETLAND SETBACK
- SETBACK IMPACT DISTURBANCE AREA: 15,386 S.F. = 0.353 AC.
 - TOTAL IMPACT DISTURBANCE AREA: 15,386 S.F. = 0.353 AC.
 - CONSERVATION EASEMENT BOUNDARY



WETLAND BOUNDARY MAP

Known as 7333 South 27th Street, in the City of Franklin, Milwaukee County, Wisconsin.
 Lot 2 of Certified Survey Map No. 7905 recorded in the Milwaukee County Register of Deeds on April 11, 2007 as Document No. 9475687, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin. Excepting therefrom that portion of land conveyed by Warranty Deed recorded on July 12, 2013 as Document No. 10289348.

October 22, 2016

Drawing No. 166293-RMK



LEGEND

- + SAMPLE POINT
- WETLAND BOUNDARY
- WETLAND DELINEATION PROJECT AREA

FIGURE 2.
WETLAND BOUNDARY MAP
R.A. Smith National, Inc.

*Beyond Surveying
and Engineering*

16745 W. Bluemound Road, Brookfield WI 53005
 262-791-1000 Fax 262-797-7373 www.ra-smithnational.com
 Appleton, WI Irvine, CA Pittsburgh, PA

SS16030DWg
 W:\1018126-04g\7333 S. 27th ST. SHEET 1 OF 1



5.0 Enhancement Plans: Invasive Control

- Removal of invasive species in wetlands W-3 and W-4 shall be completed prior to restoration.
- Cutting and treating of non-native shrubs will be done at any time of year except during the spring, when upward-flowing sap may limit the translocation of herbicides. Preferably, work will commence in late fall or early winter, when non-target vegetation is dormant, and buckthorn and honeysuckle continue to support foliage and the downward flow of sap helps translocate herbicides. Larger plants (1" or more in diameter) will be flush cut within 2 inches of the ground and treated with a 20% Garlon 4 and bark oil solution that is applied to the stump to avoid herbicide applications to non-target species. Trees and shrubs that are less than 1" will be treated with a basal bark application of herbicide.
 - Invasive shrubs to be treated include, but are not limited to, the following:

■ Lonicera x bella	Hybrid bush honeysuckle
■ Rhamnus cathartica	Common buckthorn
■ Rhamnus frangula	Glossy buckthorn
- In addition, a few invasive/aggressive, declining, or weak wooded native species growing in and above the understory will also be selectively removed to increase canopy area for native species and promote development of the proposed landscape.
 - Native tree species to be selectively removed include but are not limited to the following:

■ Fraxinus spp.	Ash – infested with Emerald Ash Borer
■ Populus deltoids	Eastern Cottonwood
■ Prunus serotina	Black cherry
■ Acer negundo	Box elder
■ Crataegus spp.	Hawthorne
■ Cornus racemose	Gray Dogwood
- Removal of invasive herbaceous vegetation will occur as necessary and according to common practices of species found. Removal options include hand pulling and proper containment, herbicide applications including Round-up, Dalhon, Trichloroacetic and glyphosate, and mechanical cutting several times per year.
 - Invasive species to be removed include but are not limited to the following:

■ Alliaria petiolate	Garlic mustard
■ Phalaris arundinacea	Reed canary grass
- Herbicide applications will be performed by state licensed applicators with native species knowledge in accordance with state and local laws to prevent incidental application to non-target species and contamination of surrounding lands.
- Excess cut brush will be chipped and removed from the project area. Cut herbaceous vegetation will be bagged if necessary and properly disposed of to prevent additional seed spread.
- Portions of the sites with spring ephemeral forbs will be seasonally avoided to minimize harmful impacts on native species.

- Invasive species control timelines are as follows:
 - Winter:
 - During winter dormancy, invasive shrubs and trees will be treated using the cut stump method, cut with a chainsaw and immediately followed by a stump application of a 12 % solution of bark oil and Garlon 4.
 - Spring
 - Selective foliar application of glyphosate to treat dense patches of garlic mustard. Hand pulling will be utilized in areas with only a few seedlings to avoid accidental herbicide applications in areas with dense growth of native species.
 - Late Summer
 - Re-sprouts from the winter cut-stump treatment and areas of dense shrub seedlings will be retreated with a foliar application of Garlon 3A. Hand pulling will be utilized in areas with only a few seedlings to avoid accidental herbicide applications in areas with dense growth of native species. Stabilized drainage-ways will be mowed to reduce weed competition with the planted native seedlings.
 - Fall
 - A second mowing of the drainage-ways and wetland buffer, continued cut-stump treatment of invasives, and a foliar treatment of first year garlic mustard plants.

6.0 Enhancement Plans: Restoration

- Wetland Types Expected Post-enhancement: Wetlands W-3 and W-4 to develop into fresh wet meadow and cattail marsh swale
- Proposed Techniques for enhancement restoration after invasive removals include the following:
 - Install perimeter control (silt soxx or equal).
 - Prepare topsoil for wetland seed mix.
 - Confirm soils present are viable for wetland conditions (hydric soils).
 - Install wetland seed mix during appropriate growing season times.
 - Utilize a cover crop seed based on time of year and at manufacturer's recommendation.
 - Utilize a non-toxic tackifier for restoration if seeding occurs over late spring/summer months (during growing season).
 - Contractor shall water seed as needed to ensure proper germination and establishment.
- Planned Hydrology: After heavy rainfall and snow-melt events, water pools in area of wetlands to remain. Generally, soils are saturated at the current surface elevation immediately after rainfall events. The site will generally be served by surface flow runoff with the intent of minimizing maintenance at the site. Expected water depths will be variable throughout the seasons.
- Expected Function of the Enhanced Wetlands: The enhanced wetlands are anticipated to handle periods of flooding and drought based on variable seasonal climate conditions. Pools created may be utilized for amphibians and invertebrates, while adjoining open areas may provide habitat for reptiles.

7.0 Implementation Schedule for Construction

- Construction is anticipated to begin during the fall/winter of 2017 and continue through 2018. After invasive species are treated and properly removed from the site, enhancement shall occur.

8.0 Annual Wetland Evaluation

- For a period of three years, commencing the fall/winter of 2018, the Developer shall hire an expert with knowledge regarding invasive species, wetland vegetation, and hydrology to evaluate the status of Wetland W-3, Wetland W-4, and their associated buffer zones. This expert shall provide a report of findings to the Developer including recommendations for invasive species control and wetland enhancement measures, if so needed. The Developer shall take reasonable action based on this report.

RESOLUTION NO. 2017-_____

A RESOLUTION TO AUTHORIZE THE CONSTRUCTION OF A PUBLIC STREET
AND SIDEWALK UPON LANDS IN PART SUPPORTING NATURAL RESOURCE
FEATURES LOCATED AT 7333 SOUTH 27TH STREET (ZILBER, LTD., APPLICANT)

WHEREAS, Table 15-4.0100 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, Zilber, Ltd. has applied for the approval of the construction of a street and sidewalk as part of its multi-family residential development at 7333 South 27th Street, which overall development approval requires the dedication of the street and sidewalk to the City upon completion of construction and the acceptance thereof by the City, such property being zoned B-4 South 27th Street Mixed Use Commercial District, more particularly described as follows:

Being a part of Lot 2 of Certified Survey Map Number 7905, located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, now being more particularly bounded and described as follows: Commencing at the Southeast Corner of the said Northeast 1/4 Section; Thence North 00°00'27" West along the East line of the Northeast 1/4 of said Section a distance of 664.17 feet to a point; Thence South 87°39'42" West 80.07 feet to a point on the Westerly right-of-way line of "South 27th Street", said point being the Northeast corner of Parcel 1 of Certified Survey Map No. 5794 and the place of beginning of lands hereinafter described; Thence continuing South 87°39'42" West along the North line of said Certified Survey Map No. 5794 a distance of 1241.22 feet to a point on the Easterly right-of-way line of "South 31st Street"; Thence North 00°00'31" West along said Easterly right-of-way line 662.82 feet to a point on the South line of Certified Survey Map No. 7807; Thence North 87°35'59" East along said South line and its extension 1073.64 feet to a point; Thence South 00°00'27" East 130.00 feet to a point; Thence North 87°35'59" East 149.15 feet to a point on the West right-of-way line of "South 27th Street" as shown on Transportation Project Plat No. 2265-16-20; Thence South 20°32'55" West along said West line 32.80 feet to a point; thence South 00°00'27" East along said West line 375.00 feet to a point; Thence South 10°18'45" East along said West line 111.80 feet to a point; Thence North 89°59'33" East along said West line 10.00 feet to a point;

STREET AND SIDEWALK NRSE EXEMPTION

RESOLUTION NO. 2017-_____

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Thence South 00°00'27" East along said West line 17.68 feet to the point of beginning of this description. The Gross area of said Parcel contains 786,887 Square Feet (or 18.0644 Acres) of land, more or less. The Net area of said Parcel after the Right-of-Way dedication of "Road A" contains 709,500 Square Feet (or 16.2878 Acres) of land, more or less; and

WHEREAS, the Department of City Development has reviewed the application and has determined that i) the street and sidewalk is 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; and iv) that the street and sidewalk 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 Zilber, Ltd. for a determination that the construction and existence of the subject street and sidewalk in the multi-family residential development, pursuant to those plans City file-stamped November 16, 2017 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 of 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 street and sidewalk and multi-family residential development by Zilber, Ltd., successors and assigns, pursuant to all approvals and conditions set forth

STREET AND SIDEWALK NRSE EXEMPTION

RESOLUTION NO. 2017-_____

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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 Zilber, Ltd., 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 sidewalk 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 _____, 2017.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/21/17
Reports & Recommendations	SUBJECT: A resolution for approval of the Development Agreement for the Multifamily Housing and Commercial Development located at 7333 S. 27 th Street	ITEM NO. <i>G.4.</i>

BACKGROUND

Pursuant to the approval of the Multifamily Housing and Commercial Development, staff has drafted the development agreement at 7333 S. 27th Street.

ANALYSIS

The development agreement provides for the necessary public improvement required for this development and provides for the sanitary sewer and the extension of water main through the site.

OPTIONS

It is important to adopt the development agreement as this is the tool to provide for the proper installation of the public improvements and with the Financial Guarantee that all improvements will be installed per plan and specifications. Said development can not proceed with the development without the approval of the development agreement.

FISCAL NOTE

All development costs including engineering review and inspection costs are paid by the developer.

RECOMMENDATION

Motion to adopt Resolution No. 2017- _____ a resolution for approval of the Development Agreement for the Multifamily Housing and Commercial Development located at 7333 S. 27th St.

Engineering Department/GEM

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

**Multifamily Housing and Commercial Development
(7333 S. 27th Street)**

November 2017

**DEVELOPMENT AGREEMENT
FOR
DEVELOPMENT OF 7333 SOUTH 27TH STREET
PUBLIC IMPROVEMENTS**

This AGREEMENT ("Agreement") is made and entered into this 15th day of November 2017, by and between TI Investors of Franklin Apartments LLC, hereinafter called the "Developer" and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Development"), 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 Development, the governing body of a municipality may require that the Developer 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 Special Use Development, that necessary alterations to existing public utilities be made, and that the Developer provide a Financial Guarantee approved by the City Attorney guaranteeing that the Developer 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 Development 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 development of the Development will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development provided the Developer proceed with the installation of the Improvements in the Development, 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 Development 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 Developer 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 Developer 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 Developer periodically as the Improvements are completed as provided on the Improvements Contracts. The total estimated cost of the Improvements is One Million one hundred twenty thousand seven hundred and seventy seven and No/100 Dollars as set forth in the estimated itemized breakdown in attached Exhibit "D".

5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer 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 Developer) in the initial amount of \$1,120,777 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 Developer 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, insurance company or 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 Developer 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 Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer 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 Developer 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 Developer, 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 timeframe 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 Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

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

7. The following special provisions shall apply:
- (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.

- (c) Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities which may affect the street surfacing activities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Development easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. 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 Development 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 Developer to the City, in form and content as required by the City, without recourse, and free and clear of all monetary 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 Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). The City shall not unreasonably withhold the acceptance of dedication of the Improvements to the City and the City shall make such acceptance in a timely manner. Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8 as to any Improvement terminates upon acceptance of that Improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development 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 Development, 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 Developer 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 applicable law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from reasonable 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 Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12 below, the Developer shall indemnify and hold harmless the City, its officers, agents and employees (collectively, "Indemnified Parties"), 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 Developer or any subcontractor retained by the Developer,
 - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors,

- (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period,
 - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance, or
 - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the Indemnified Parties from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorney's fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer 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 Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Financial Guarantee equal to 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. In no manner shall the Financial Guarantee timeline, as stated in this Paragraph 13 and as referenced in Paragraphs 5 and 6 above, go beyond fourteen (14) months after the date the Improvements for which the Financial Guarantee is provided are substantially completed and upon substantial completion of the Improvements, the amount of the Financial Guarantee the subdivider is required to provide may be no more than an amount equal to the total cost to complete any uncompleted Improvements plus 10% of the total cost of the completed Improvements.
14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverages 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 Developer and all contractors retained by the Developer 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 Developer or by any contractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such contractor. The City shall be named as an additional insured on all such Developer's insurance coverage required 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
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Property Damage	\$500,000 Per Occurrence
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- (b) The Developer 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 Developer 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 Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraphs 5, 6 and 13.
16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer. The Developer and City also confirm that the Improvements are part of a multi-family and commercial development subject to a separate tax incremental financing agreement between the City and the Developer.
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 Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500 of the Franklin Unified Development Ordinance, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.
19. 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 City or the Developer. Developer shall not convey or assign any of its rights or obligations whatsoever under this Agreement 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 Developer remains liable hereunder.

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

WITNESS WHEREOF, the Developer has set its hand and seal, and the City has 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: TI Investors of Franklin Apartments LLC

By: Towne Realty, Inc, manager

No Seal

By: William A. Wigchers

TITLE: Vice President

STATE OF WISCONSIN)ss.
Milwaukee COUNTY)

Personally came before me, this 16th day of November, 2017, the above named William A. Wigchers, as Vice President of Towne Realty Inc. Inc. and acknowledged that he executed the foregoing instrument as such officer as the deed of said Towne Realty Inc. by its authority.



Terri A. Bratz
Notary Public, _____ County, WI
My commission expires: 6-17-21

CITY OF FRANKLIN

By: _____
Name: Stephen 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 _____, 2017 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 _____, 2017.

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

This instrument was drafted by Glen E. Morrow, City Engineer for the City of Franklin.

Form approved:

Jesse Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
Multifamily Housing and Commercial Development
(7333 S. 27th Street)**

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

EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
Multifamily Housing and Commercial Development
(7333 S. 27th Street)

LEGAL DESCRIPTION OF DEVELOPMENT

Legal Description of 7333 South 27th Street

Lot 2 of Certified Survey Map No. 7905, recorded April 11, 2007 in Reel 6578, as Document No. 9415687, being a part of the Southwest 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin. EXCEPTING therefrom those lands conveyed in Warranty Deed recorded as Document No. 10269348.

Tax Key No: 761-9992-004
Address: 7333 S. 27th Street

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
Multifamily Housing and Commercial Development
(7333 S. 27th Street)

<p>GENERAL DESCRIPTION OF REQUIRED DEVELOPMENT IMPROVEMENTS</p>
--

Description of improvements required to be installed to develop (Name of Development) (the Development).

- *D Denotes contract for Improvements to be awarded, financed and paid for by the Developer and may be part of the tax increment financing under a separate agreement between the City and Developer in lieu of special assessments.
- *C Denotes contract for Improvements to be awarded by the City, but financed and paid for by the Developer and may be a part of the tax incremental financing under a separate agreement between the City and Developer in accordance with this agreement.
- (N.A.) Denotes Improvement is not required to be installed in the Development.
- (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 the total area within the Development in conformance with the approved grading plan. | *D |
| 2. | Sanitary sewer main and appurtenances in the streets and or easement in the Development or abutting the Development, 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 Development | *D |
| 3. | Laterals and appurtenances from sanitary sewer main to each building; one or more for each lot as determined by the City Engineer. | *D |
| 4. | Laterals, water main and fittings in the streets and/or easement in the Development or abutting the Development, 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 Development and service area. | *D |
| 5. | Water service and appurtenances from water main to each lot line; one or more for each lot as determined by the City Engineer together with stop cocks as specified by the City. | *D |
| 6. | Hydrants and appurtenances with dedicated 20' easement provided and spaced to adequately service the area and as the City shall require. | *D |

- | | | |
|-----|---|----|
| 7. | Engineering, planning and administration services as approved. | *D |
| 8. | Drainage system as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the master drainage plan and/or approved system plan. | *D |
| 9. | Title evidence on all conveyances. | *D |
| 10. | Concrete sidewalks in the Development to the approved grade and in accordance with the City specifications. | *D |
| 11. | Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. | *D |
| 12. | Street trees with spacing each 85 feet. | *C |
| 13. | Street lighting and appurtenances along the street right-of-way as determined by the City | *C |
| 14. | Street signs identifying the Development street in such locations and such size and design as determined by the City. | *D |

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
Multifamily Housing and Commercial Development
(7333 S. 27th Street)

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

- A. The Developer 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 applicable City specifications and ordinances.
- C. The entire Development as proposed shall be recorded as- lots within a certified survey map.

II. LOT SIZE AND UNIT SIZE

A. Lots

All lots shall be as shown on the final approved certified survey map.

B. Units

The minimum area of any living unit built in the project shall be as specified in the Planned Development District in effect at the time the permit is issued unless otherwise specified in the agreement.

III. WATER SYSTEM

A. Availability

- 1. Each and every building in the Development shall be served by a water main.
- 2. Water service shall be laid to each and every building. Size shall be approved by the City Engineer.
- 3. Fire hydrants in the Development shall be available to the City's Fire and Public Works Departments, and said location shall be approved by the City's Fire Department, 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 Developer's expense.
- 3. Mains and appurtenances including all pipe, hydrants, gate valves, water service and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

1. Sanitary sewerage service through and within the Development 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 Development shall be served by a sanitary sewer system.
 2. Laterals shall be laid to each and every building. Size shall be approved by the City Engineer.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Development shall be provided by means of storm sewer, culverts and ditches installed within the Development 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 Developer'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 or as approved by the City Engineer.

C. Responsibility of Discharged Water

1. The Developer shall be responsible for the storm drainage until it crosses the exterior property line of the Development. 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 Developer of the Development will, in the opinion of the City Engineer, cause major problems downstream from the Development which will require special consideration, the Developer 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 Development whenever possible except as noted in Exhibit "E".

B. Names

1. 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 6" of stonebase and 4" of asphaltic concrete ("A/C") binder course prior to Development certification. The 2" A/C surface course shall be installed within the fourteen (14) month Financial Guarantee period as previous referenced.

Before the final lift of asphalt can be installed within a Development the Developer 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 Developer'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 Developer.

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

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Development shall lie with the City.

VII. PERMITS ISSUED

A. Building Permits

No building permits shall be issued until:

- a.) The Certified Survey Map has been recorded.
- b.) All Certified Survey Map monuments have been set.

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.

VIII. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney and under the terms of this Agreement 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 building permits are issued.
- B. Subject to the terms of this Agreement, the time of completion of Improvements shall be as follows:

1. The Developer 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 Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said Improvements.

IX. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

1. At the time of submitting the plans and specifications for the construction of the Development Improvements, a fee equal to two-and one-fourth percent (2-1/4%) of the cost of the Improvements as estimated by the City Engineer at the time of submission of Improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1-3/4%) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00, and one-and-one-fourth percent (1-1/4%) of said cost in excess of \$500,000.00. At the demand of the Developer 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 Developer. 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 Developer agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR
Multifamily Housing and Commercial Development
(7333 S. 27th Street)

ESTIMATED IMPROVEMENT COSTS

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

Said costs for the Improvements are estimated to be as follows

DESCRIPTION	COSTS
Grading (including Erosion Control)	40,988
Sanitary System	159,115
Water System	180,530
Storm Sewer System	96,975
Paving	358,654
Street Trees (\$400 x)	14,800
Street Lights (4) @ \$3,000	12,000
Street Signs	3,500
Underground Electric, Gas and Telephone	70,000
SUBTOTAL	936,562
Engineering/Consulting Services	25,000
Municipal Services (7% of Subtotal)	65,559
Contingency Fund (10% of Subtotal)	93,656
TOTAL:	1,120,777

Total: One Million one hundred twenty thousand seven hundred and seventy seven and No/100 Dollars.

APPROVED BY: _____
Glen E. Morrow, City Engineer

DATE: _____

EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR
Multifamily Housing and Commercial Development
(7333 S. 27th Street)

ADDITIONAL DEVELOPMENT REQUIREMENTS
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1. The Developer agrees that it shall pay to the City the street light installation and underground wiring costs as determined by the WE Energies Company for four (4) LED light(s)
2. The Developer 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 Developer 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 Developer agrees to pay the City for street trees planted by the City at the rate of \$400.00 per tree with a planting distance between trees of 85 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 Developer, the Developer's sub-contractors, or the occupants.
5. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within twenty-four (24) hours after receiving written notice from the City Engineer.
6. The Developer 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 Developer shall clean the roadways within twenty-four (24) hours after receiving a notice from the City Engineer.
7. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer, an erosion and silt control plan consistent with applicable law. Said plan shall provide sufficient control of the site to prevent siltation downstream from the Development. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions.
8. The Developer shall preserve the natural resource features as shown on the approved NRPP dated May 5, 2017 and shall install an orange snow fence outside the conservation easements as shown on the approved Development Plan, and silt fence around the natural resources prior to land disturbing.
9. The Developer shall install an 8 inch diameter water main connecting water mains on South 27th Street and South 31st Street.
10. Construction access to the Development shall be via a temporary drive to South 27th Street. No access for construction purposes shall be allowed through South 31st Street unless approval is granted by the City Engineer or the Building Inspection Department. Sufficient signing shall be posted to facilitate the above stated construction access restrictions.
12. The Developer shall install sidewalks on the north side of West Halcyon Way from South 27th Street to South 31st Street.

13. The Developer shall construct a series of water retention basins 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 Developer and any and all subsequent owners of the lands within the Development.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
Multifamily Housing and Commercial Development
(7333 S. 27th Street)

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

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION FOR APPROVAL OF THE DEVELOPMENT AGREEMENT
FOR THE MULTIFAMILY HOUSING AND COMMERCIAL DEVELOPMENT
LOCATED AT 7333 S. 27TH ST.

WHEREAS, the Common Council at its regular meeting on November 21, 2017, recommended approval of the development agreement for TI Investors of Franklin Apartments LLC for the Multifamily Housing and Commercial Development located at 7333 S. 27th Street; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development known as the Multifamily Housing and Commercial Development; and

WHEREAS, the developer of the 18-acre parcel is willing to proceed with the installation of the improvements provided for in the development agreement; and

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2017, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/17
REPORTS & RECOMMENDATIONS	RESOLUTION TO AUTHORIZE THE CONSTRUCTION OF A PUBLIC STREET UPON LANDS IN PART SUPPORTING NATURAL RESOURCE FEATURES LOCATED AT APPROXIMATELY 9733 SOUTH 76TH STREET (NEUMANN DEVELOPMENTS, INC., APPLICANT)	ITEM NUMBER G. 5.

INTRODUCTION:

The Common Council, by Ordinance No. 2016-2224, has created a process whereby public streets, sidewalks and trails construction shall not be subject to the natural resource features protections standards set forth in Part 4 of the Unified Development Ordinance. In addition, this process allows the Common Council to decide, upon review and approval of a practicable alternatives analysis prepared by an applicant, whether mitigation for any natural resource impacts will be required.

The Common Council recently approved, with conditions, a Certified Survey Map, Condominium Plat, and Special Use for the Neumann Developments, Inc. Park Circle condominium development located at approximately 9733 South 76th Street. This development includes a future public street dedication which impacts protected natural resource features.

On November 3, 2017, the applicant provided the attached information for the Common Council's consideration of the Natural Resource Features Protection Standards Practicable Alternatives Analysis for the proposed future public street.

BACKGROUND:

As part of the Park Circle condominium development, the applicant is proposing to disturb (permanently remove) mature woodlands to allow for construction of a water main from South 80th Street to the south property line of the Park Circle development (approximately 1,500 feet). The public water main extension will serve the Park Circle condominium development, the applicant's Oakwood at Ryan Creek subdivision development located further to the south, as well as certain adjacent lands.

As an essential service, this disturbance is allowed pursuant to Section 15-4.0102I of the Unified Development Ordinance, subject to certain restoration standards. As the applicant is proposing to restore the area to be disturbed by construction of the water main with native grasses, a Natural Resource Special Exception is not required.

However, the applicant is proposing removal of all of the woodlands located within the water main's 20' wide easement and associated 10' wide temporary construction easement. This removal will result in loss of most of the mature woodland, and any remaining woodlands will likely no longer qualify as a protected woodland.

In addition, this disturbance (as well as the remaining woodlands) is located within the envisioned right-of-way of S. 80th Street as depicted in the City's long-range plans (as well as within the road dedication for S. 80th Street as identified in the Park Circle condominium plat). Therefore, a Natural Resource Features Protection Standards Practicable Alternative Analysis is required.

Furthermore, as part of the Park Circle development approvals, the following conditions were included related to the mature woodland disturbance.

Resolution No. 2017-7305 (Special Use)

- The applicant shall prepare a practicable alternatives analysis to address section (f) of Ordinance 2016-2224 for review and approval by the Common Council prior to issuance of any Building Permit.
- The applicant shall restore the lands to be disturbed due to construction of the proposed water main along the western boundary of the subject property with native grasses, for review and approval by the Department of City Development and the Engineering Department prior to the issuance of any Occupancy Permit.

Resolution No. 2017-7291 (Condominium Plat)

- The applicant shall apply for and obtain, concurrently with the required Special Use application, a determination from the Common Council that the public road is reasonable and necessary in the public interest and shall not require the grant of a special exception (as set forth in Ordinance No. 2016-2224). Or alternatively, demonstrate that a minimum of 70 percent of the mature woodlands onsite are protected within the Conservation Easement, or prepare a restoration plan for the woodland impacts associated with the water main extension which confirms that the remaining tree line no longer meets the criteria for protection, for Department of City Development review and approval prior to issuance of a Building Permit.

NATURAL RESOURCE FEATURES PROTECTION STANDARDS
PRACTICABLE ALTERNATIVES ANALYSIS:

In response to the anticipated impacts upon the protected natural resource features, the applicant has:

- Filled out the attached Question and Answer Form providing information pertaining to the natural resource feature impacts and alternatives.
- Provided a copy of a tree survey for the entire area to be disturbed during construction of the water main.
- Provided a copy of the detailed water main profile and elevations.

The applicant is proposing to remove all of the woodlands within the water main and temporary construction easements, and to plant native grasses within the area disturbed by construction of the water main. The applicant does not wish to replace any trees, and notes that this area will be vegetated with grasses until such time as South 80th Street is extended.

The applicant has identified 140 living trees with a Diameter at Breast Height (dbh) of at least eight inches or greater, although some of these trees are showing signs of decline possibly due to damage from adjacent fallen trees or are Ash Trees possibly infested with the Emerald Ash Borer. Note the water main extension only disturbs the mature woodland. A wetland and its association buffer and setback, and an existing stormwater management pond, will be avoided through use of directional boring beneath these resources.

STAFF RECOMMENDATION

As the Common Council has already approved the subject Certified Survey Map, Condominium Plat, and Special Use depicting the proposed public street in the location proposed by the applicant; as the Common Council has already required restoration of the area to be disturbed by the proposed water main with native grasses; and as the proposed public street is intended to serve multiple properties; staff is not recommending any additional mitigation.

However, as the mature woodland extends outside of the water main and temporary construction easements into the envisioned and dedicated S. 80th Street right-of-way; as certain woodlands may still remain within the future public street right-of-way; and as construction of S. 80th Street may not occur within the foreseeable future; staff suggests that woodland mitigation be provided.

Staff would further suggest that the applicant prepare a woodland mitigation/replacement plan only for those portions of the mature woodland to be removed which are located inside the water main and associated temporary construction easements, for Department of City Development review and approval prior to issuance of a Building Permit, and that such mitigation/replacement plan be implemented prior to issuance of any Occupancy Permit.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2017-_____, a resolution to authorize the construction of a public street upon lands in part supporting Natural Resource Features located at approximately 9733 South 76th Street (Neumann Developments, Inc., Applicant).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 11-16-17]

RESOLUTION NO. 2017-_____

A RESOLUTION TO AUTHORIZE THE CONSTRUCTION OF A PUBLIC STREET
UPON LANDS IN PART SUPPORTING NATURAL RESOURCE FEATURES
LOCATED AT APPROXIMATELY 9733 SOUTH 76TH STREET (NEUMANN
DEVELOPMENTS, INC., APPLICANT)

WHEREAS, Table 15-4.0100 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, Neumann Developments, Inc. has applied for the approval of the construction of a public street as part of its Park Circle Condominiums development located at approximately 9733 South 76th Street, which overall development approval requires the dedication of the street to the City upon acceptance thereof by the City, such property being zoned R-8 Multiple-Family Residence District, more particularly described as follows:

Being part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the northeast corner of the Northeast 1/4 of said Section 28; thence South 00°15'12" East along the east line of said Northeast 1/4, 1554.02 feet to the Point of Beginning; Thence continuing South 00°15'12" East along said east line, 157.59 feet; thence South 88°30'36" West, 60.01 feet to the west right of way line of South 76th Street - County Trunk Highway "U"; thence South 00°15'12" East along said west right of way line, 285.15 feet to the north line of Parcel 1 of Certified Survey Map No. 7040; thence South 88°30'36" West along said north line, 1264.54 feet to the west line of the East 1/2 of said Northeast 1/4; thence North 00°22'22" West along said west line, 670.96 feet to the south line of Parcel 1 of Certified Survey Map No. 6114; thence North 88°31'50" East along said south line, 933.85 feet to the west line of Parcel 1 of Certified Survey Map No. 4504; thence South 00°15'12" East along said west line, 219.45 feet to the south line of said Parcel 1; thence North 89°44'48" East along said south line, 392.00 feet to the Point of Beginning; and

WHEREAS, the Department of City Development has reviewed the application and has determined that i) the street is designed and shall be constructed under the direction of

STREET NRSE EXEMPTION
RESOLUTION NO. 2017-_____
Page 2

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 §15-4.0102L of the Unified Development Ordinance; iv) that the street 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 v) with regard to woodlands and forests, the City Forester has performed an on-site inspection of the area(s) proposed to support the street, considered the practicable alternatives analysis under iv) above applicable thereto, and recommends approval of the application thereupon to the Common Council; 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 Neumann Developments, Inc. for a determination that the construction and existence of the subject street within a portion of the Park Circle Condominiums development, pursuant to those plans City file-stamped November 2, 2017 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 of 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 street and Park Circle Condominiums development by Neumann Developments, Inc., 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 v) set forth in the Preamble to this Resolution.
3. [other conditions, etc.]

STREET NRSE EXEMPTION
RESOLUTION NO. 2017-_____
Page 3

BE IT FURTHER RESOLVED, that in the event Neumann Developments, Inc., 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 portion of street right-of-way has been accepted by the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2017.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2016-2224

AN 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
(CITY OF FRANKLIN, APPLICANT)

WHEREAS, the Department of City Development and the Engineering Department having review the Unified Development Ordinance regarding the construction of public streets and the needs thereof, in relation to the natural resource features protection standards existing under the Ordinance, and having considered that the Southeastern Wisconsin Regional Planning Commission conditionally allows trails through Environmental Corridors and also allows streets and highways through Environmental Corridors upon more stringent conditions; and

WHEREAS, City staff having determined that the need to facilitate the provision of a safe and efficient transportation system, in recognition of the importance of connectivity for motor vehicle, pedestrian and other modes of transportation, and to provide more flexibility within the Unified Development Ordinance natural resource features protections related thereto to accomplish the more safe and efficient system while also substantially considering and accounting for any natural resource features necessarily impacted by such needs, and having recommended an amendment to the Unified Development Ordinance to provide for a more efficient process in the undertaking of fulfilling such public needs; and

WHEREAS, the Plan Commission having reviewed the proposed amendment, and having held a public hearing on the proposal on the 9th day of June, 2016 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council upon the recommendations of the Plan Commission and City staff having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: TABLE 15-4.0100 NATURAL RESOURCE PROTECTION

STANDARDS of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin is hereby amended to add a footnote (f) thereto, which footnote "(f)" shall be inserted as a reference in the Zoning District Type categories Table titles "Agricultural", "Residential" and "Nonresidential" and which footnote shall read as follows:

(f) Notwithstanding anything to the contrary set forth in this Ordinance, 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. The Common Council may approve and grant such application provided that: i) such street, sidewalk or trail is designed and constructed by or under the direction of the respective governmental entity; ii) all other required governmental permits and approvals, including, but not limited to those required by the Wisconsin Department of Natural Resources (and subject to the approved wetland determination/delineation application requirements of the WDNR effective June 1, 2016 as may be applicable) and the U.S. Army Corps of Engineers; iii) all remaining areas of natural resource features disturbed by such construction shall be restored to the restoration standards of §15-4.0102I. of this Ordinance; iv) that such public street, sidewalk and trail shall be 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, including, but not limited to Southeastern Wisconsin Regional Planning Commission designated Primary Environmental Corridor, Secondary Environmental Corridor and Isolated Natural Resource Area lands, is unavoidable; and v) with regard to woodlands and forests, the City Forester shall perform an on-site inspection of the area(s) proposed to support the street, sidewalk or trail, consider the practicable alternatives analysis under iv) above applicable thereto, and recommend thereupon to the Common Council for its consideration of the subject matter application. A determination by the Common Council upon an application shall be made upon consideration as to whether 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. The Common Council may conditionally approve an application as it determines reasonably necessary.

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

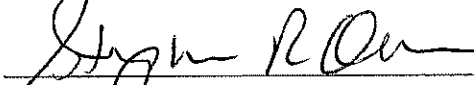
SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 28th day of June, 2016, by Alderman D. Mayer.


Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 28th day of June, 2016.

APPROVED:



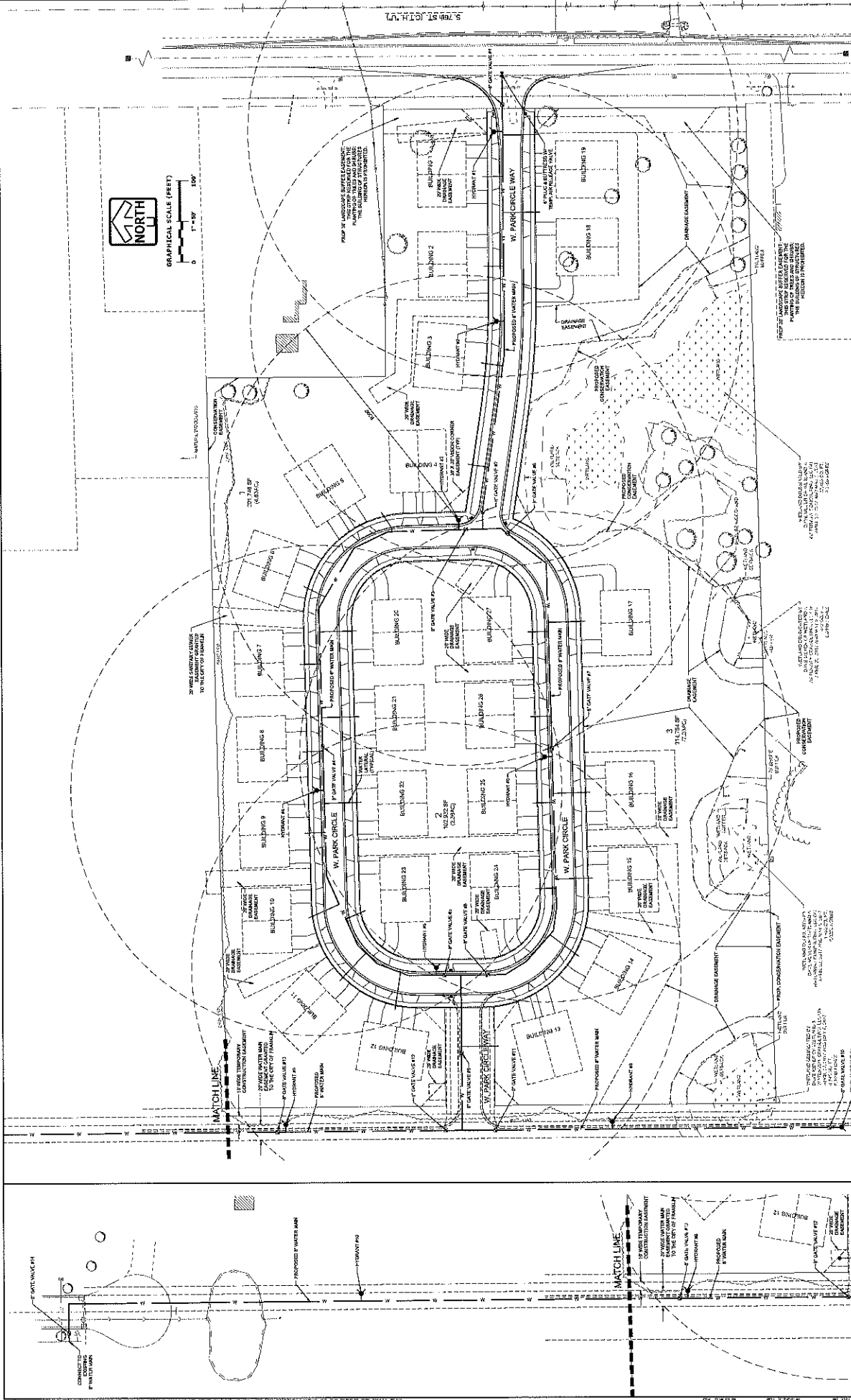
Stephen R. Olson, Mayor

ATTEST:

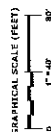


Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Ald. S. Mayer)

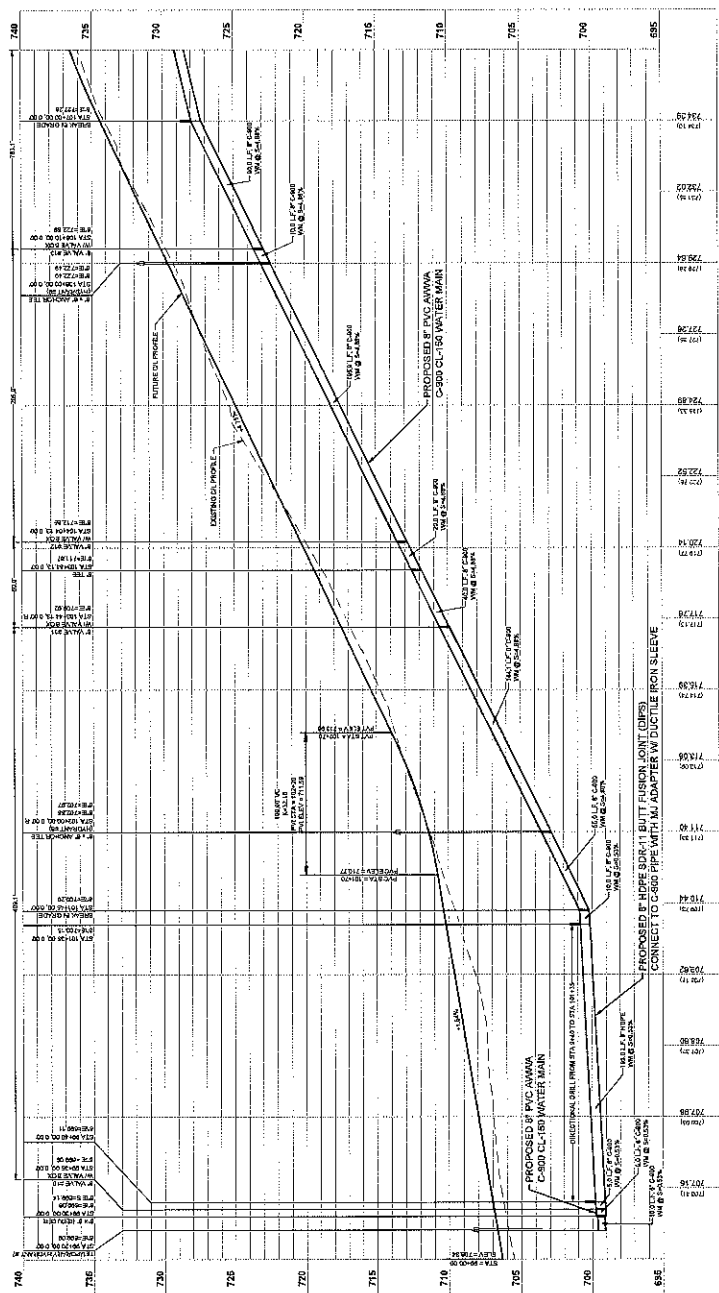
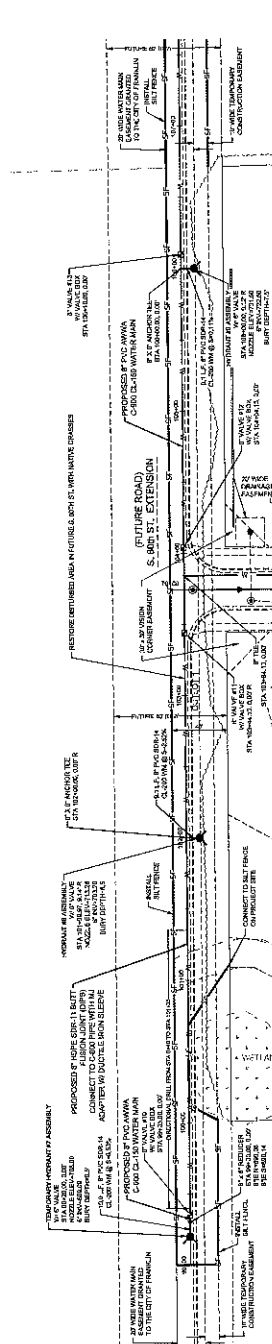


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ESTIMATE OF QUANTITIES	
8" PVC ANGE C-600 CL-350 WATER MAIN	575.0 LF
3" HDPE SDR-11 BUTT FUSION JOINT (PIPS) WATER MAIN	195.0 LF
8" GATE VALVE	4 EA
8" X 4" REDUCER	1 EA
HYDRANT	3 EA
8" PVC SDR-14 CL-200 WATER MAIN	28.2 LF
8" GATE VALVE	2 EA

NOTES:
1. SEE SHEET C-17 FOR UTILITY NOTES.
2. THE WATER MAIN IN THE FUTURE S. 80TH STREET
EXTENSION CAN BE BACKFILLED WITH SPOIL
HOWEVER THE COVER MATERIAL SHALL EXTEND
THREE FEET ABOVE THE TOP OF PIPE.



NOTE: The smallest bid size at time of bidding is \$100,000.

 PINNACLE ENGINEERING GROUP 3000 WILSON AVENUE, SUITE 200 BIRMINGHAM, AL 35244-4400 (205) 991-1000 FAX (205) 991-1001 WWW.PINNACLE-ENGINEERING.COM	PLAN/DESIGN/DELIVER A E C COMPANY, INC. 10000 WILSON AVENUE, SUITE 200 BIRMINGHAM, AL 35244-4400 (205) 991-1000 FAX (205) 991-1001 WWW.PINNACLE-ENGINEERING.COM	PARK CIRCLE CITY OF FRANKLIN, MILWAUKEE CO.	WATER MAIN PLAN & PROFILE	REVISIONS 1. CITY REVIEW COMMENTS 10-20-17 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____	SHEET C-8 C-19
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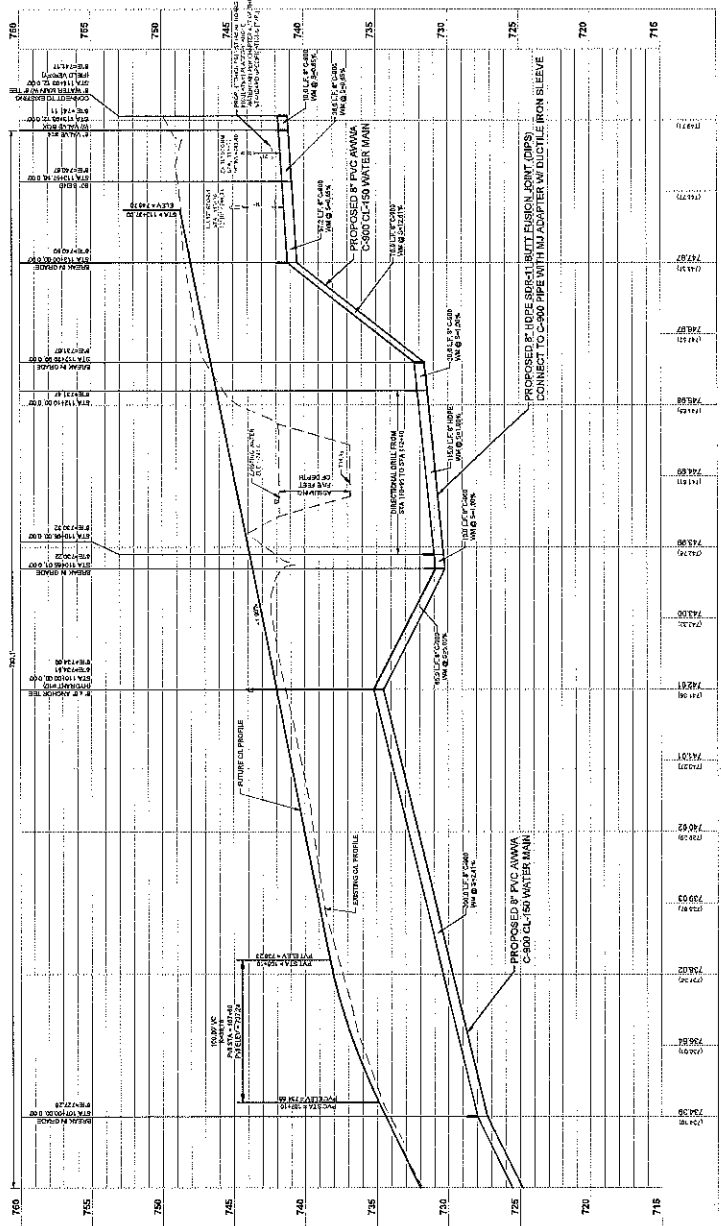
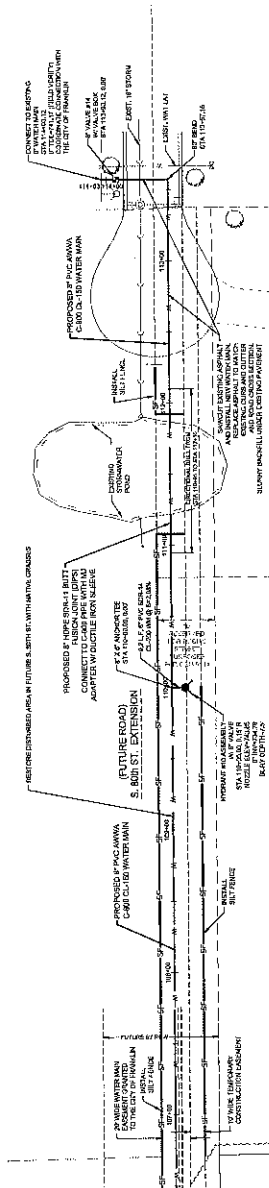
GRAPHICAL SCALE (FEET)

ESTIMATE OF QUANTITIES

8" PVC 150' CL 150' WATER MAIN	150.0 LF
8" PVC 150' CL 150' WATER MAIN	150.0 LF
8" GATE VALVE	1 EA
8" 150' CL 150' WATER MAIN	92.0 LF
8" GATE VALVE	1 EA

NOTES:

- SEE SHEET C-17 FOR UTILITY NOTES.
- THE WATER MAIN IN THE FUTURE S.W. 80TH STREET EXTENDING FROM THE EXISTING WATER MAIN TO THE NEW 150' CL 150' WATER MAIN SHALL EXTEND THREE FEET ABOVE THE TOP OF PIPE.



SCALE: THE DISTANCE AND AREA OF THE PROJECT SHALL BE MEASURED FROM THE CENTERLINE OF THE PROJECT. THE DISTANCE SHALL BE MEASURED FROM THE CENTERLINE OF THE PROJECT. THE AREA SHALL BE MEASURED FROM THE CENTERLINE OF THE PROJECT. THE DISTANCE SHALL BE MEASURED FROM THE CENTERLINE OF THE PROJECT. THE AREA SHALL BE MEASURED FROM THE CENTERLINE OF THE PROJECT.

REVISIONS	DATE	BY	CHKD	APP'D
1. CITY REVIEW COMMENTS				

REVISIONS	DATE	BY	CHKD	APP'D
1. CITY REVIEW COMMENTS				

WATER MAIN PLAN & PROFILE

PARK CIRCLE
CITY OF FRANKLIN, MILWAUKEE CO.

PLAN/DESIGN/DELIVER
Pinnacle Engineering Group
ENGINEERING MATERIAL RESOURCES DURING

PINNACLE ENGINEERING GROUP
ENGINEERING MATERIAL RESOURCES DURING



PROJECT TO 2017 PAVENWAY/DRIVEWAYS/STREETS/SEWERS/STORMWATER/UTILITY & WATER PROJECTS



Ecological Services of Milwaukee, Inc.

Ecological Design

NEPA Compliance

Wetland Mitigation

September 1, 2017

Neumann Developments, Inc
Attn: Cory O'Donnell
N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072.

Ecological Services of Milwaukee, Inc. (ESM) completed an inventory of trees at a proposed water main route in the City of Franklin, Wisconsin. The inventory was done on August 31, 2017 and focused on a 75-foot wide corridor (study area) identified in Figure 1. The purpose of the tree survey was to identify all living trees within the study area with a diameter at breast height (dbh) of eight inches or greater.

A total of 140 trees were identified (see Figure 1 and Table 1), the most common of which were box elder, black cherry, bur oak and hawthorne. Many of the trees observed were damaged, the result of being struck by nearby dead trees falling. Table 1 provides some information related to the health of the trees. Where no notation is provided in the comments, the tree was assumed to be relatively healthy at the time the inventory was completed.

The study area contains a large number of very large dead ash trees which have likely succumbed to infection by emerald ash borer. All of the living ash trees identified are showing signs of decline (loss of limbs and leaves; fungus). The study area also contains a variety of non-native species. The most prevalent include large common buckthorns, hybrid honeysuckles, thistles, garlic mustard, Japanese knotweed and reed canary grass. Living trees lying on the ground which have recently fallen and common buckthorn were not inventoried for this study, even if they exceeded the eight-inch size limit.

In addition to infiltration by non-native species, the study area has experienced disturbance due to dumping of debris and fill materials, repeated mowing and trimming of vegetation along the edge, and erosion and sedimentation from surrounding agricultural fields.

If you have questions regarding this tree survey, please contact me at your convenience.
Thank you.

A handwritten signature in cursive script, appearing to read 'Rose M. Chmielewski'.

Rose M. Chmielewski, President
Ecological Services of Milwaukee, Inc.

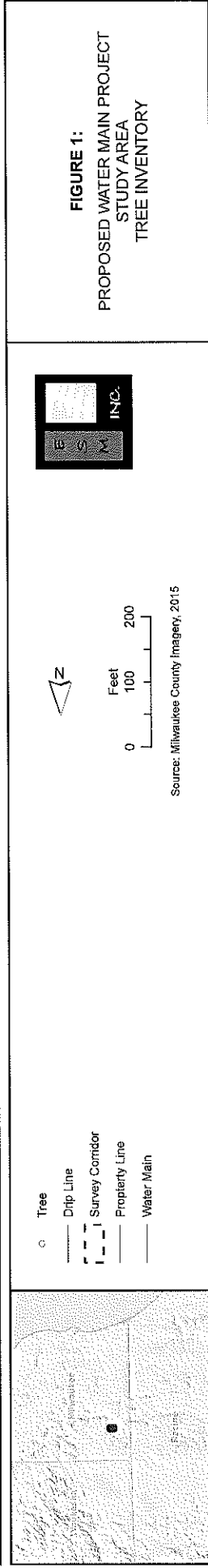


TABLE 1: Proposed Water Main Tree Inventory, Franklin, WI

Map Number	Common Name	Scientific Name	Diameter at Breast Height (dbh)	Comments
1	bur oak	<i>Quercus macrocarpa</i>	20	
2	box elder	<i>Acer negundo</i>	8	damaged by tree fall
3	box elder	<i>Acer negundo</i>	28	damaged by tree fall
4	silver maple	<i>Acer saccharinum</i>	22	
5	red oak	<i>Quercus rubra</i>	31	
6	red oak	<i>Quercus rubra</i>	33	
7	white ash	<i>Fraxinus americana</i>	8	showing one or more signs of stress (loss of limbs, wilt, fungus, cracks in trunk)
8	black cherry	<i>Prunus serotina</i>	8	
9	red oak	<i>Quercus rubra</i>	11	
10	black cherry	<i>Prunus serotina</i>	9	
11	red oak	<i>Quercus rubra</i>	8	
12	black cherry	<i>Prunus serotina</i>	8	
13	black cherry	<i>Prunus serotina</i>	8	
14	hawthorne	<i>Crataegus mollis</i>	15	dying
15	black cherry	<i>Prunus serotina</i>	15	
16	bur oak	<i>Quercus macrocarpa</i>	15	
17	box elder	<i>Acer negundo</i>	15	
18	silver maple	<i>Acer saccharinum</i>	23	
19	Amercian Elm	<i>Ulmus americana</i>	8	
20	White ash	<i>Fraxinus americana</i>	8	showing one or more signs of stress (loss of limbs, wilt, fungus, cracks in trunk)
21	bur oak	<i>Quercus macrocarpa</i>	10	
22	box elder	<i>Acer negundo</i>	12	
23	red oak	<i>Quercus rubra</i>	14	
24	red oak	<i>Quercus rubra</i>	8	
25	black cherry	<i>Prunus serotina</i>	13	
26	bur oak	<i>Quercus macrocarpa</i>	13	
27	bur oak	<i>Quercus macrocarpa</i>	9	
28	black cherry	<i>Prunus serotina</i>	13	
29	black cherry	<i>Prunus serotina</i>	8	
30	red oak	<i>Quercus rubra</i>	31	damaged by tree fall
31	black cherry	<i>Prunus serotina</i>	10	
32	bur oak	<i>Quercus macrocarpa</i>	32	
33	bur oak	<i>Quercus macrocarpa</i>	24	
34	bur oak	<i>Quercus macrocarpa</i>	30	
35	box elder	<i>Acer negundo</i>	12	
36	bur oak	<i>Quercus macrocarpa</i>	11	
37	bur oak	<i>Quercus macrocarpa</i>	31	
38	black cherry	<i>Prunus serotina</i>	11	
39	red oak	<i>Quercus rubra</i>	19	
40	black cherry	<i>Prunus serotina</i>	10	
41	box elder	<i>Acer negundo</i>	15	damaged by tree fall
42	red oak	<i>Quercus rubra</i>	25	damaged by tree fall
43	black cherry	<i>Prunus serotina</i>	18	damaged by tree fall
44	box elder	<i>Acer negundo</i>	9	damaged; dying
45	black cherry	<i>Prunus serotina</i>	19	
46	black cherry	<i>Prunus serotina</i>	8	
47	black cherry	<i>Prunus serotina</i>	9	
48	box elder	<i>Acer negundo</i>	7	
49	box elder	<i>Acer negundo</i>	7	
50	black cherry	<i>Prunus serotina</i>	9	
51	box elder	<i>Acer negundo</i>	9	
52	red oak	<i>Quercus rubra</i>	28	
53	box elder	<i>Acer negundo</i>	9	
54	box elder	<i>Acer negundo</i>	8	



TABLE 1: Proposed Water Main Tree Inventory, Franklin, WI

Map Number	Common Name	Scientific Name	Diameter at Breast Height (dbh)	Comments
55	black cherry	<i>Prunus serotina</i>	15	
56	box elder	<i>Acer negundo</i>	16	
57	black cherry	<i>Prunus serotina</i>	11	
58	box elder	<i>Acer negundo</i>	25	
59	box elder	<i>Acer negundo</i>	17	
60	black cherry	<i>Prunus serotina</i>	14	
61	box elder	<i>Acer negundo</i>	13	
62	black cherry	<i>Prunus serotina</i>	13	
63	hawthorne	<i>Crataegus mollis</i>	8	
64	red oak	<i>Quercus rubra</i>	33	
65	box elder	<i>Acer negundo</i>	13	
66	black cherry	<i>Prunus serotina</i>	11	
67	box elder	<i>Acer negundo</i>	8	damaged by tree fall
68	box elder	<i>Acer negundo</i>	8	
69	black cherry	<i>Prunus serotina</i>	11	
70	black cherry	<i>Prunus serotina</i>	8	
71	black cherry	<i>Prunus serotina</i>	10	
72	box elder	<i>Acer negundo</i>	11	
73	black cherry	<i>Prunus serotina</i>	9	
74	black cherry	<i>Prunus serotina</i>	9	
75	hawthorne	<i>Crataegus mollis</i>	10	
76	black cherry	<i>Prunus serotina</i>	19	
77	box elder	<i>Acer negundo</i>	11	
78	black cherry	<i>Prunus serotina</i>	10	
79	hawthorne	<i>Crataegus mollis</i>	35	
80	black cherry	<i>Prunus serotina</i>	12	
81	box elder	<i>Acer negundo</i>	33	
82	black cherry	<i>Prunus serotina</i>	17	
83	hawthorne	<i>Crataegus mollis</i>	12	
84	black cherry	<i>Prunus serotina</i>	11	
85	hawthorne	<i>Crataegus mollis</i>	10	
86	black cherry	<i>Prunus serotina</i>	16	
87	box elder	<i>Acer negundo</i>	30	
88	black cherry	<i>Prunus serotina</i>	11	
89	black walnut	<i>Juglans nigra</i>	19	
90	box elder	<i>Acer negundo</i>	13	
91	black cherry	<i>Prunus serotina</i>	21	
92	black cherry	<i>Prunus serotina</i>	14	
93	box elder	<i>Acer negundo</i>	10	
94	box elder	<i>Acer negundo</i>	10	
95	black cherry	<i>Prunus serotina</i>	10	
96	black cherry	<i>Prunus serotina</i>	12	
97	box elder	<i>Acer negundo</i>	9	
98	box elder	<i>Acer negundo</i>	17	
99	black cherry	<i>Prunus serotina</i>	8	
100	black cherry	<i>Prunus serotina</i>	18	
101	red oak	<i>Quercus rubra</i>	32	
102	black cherry	<i>Prunus serotina</i>	9	
103	red oak	<i>Quercus rubra</i>	32	
104	box elder	<i>Acer negundo</i>	15	
105	white ash	<i>Fraxinus americana</i>	14	showing one or more signs of stress (loss of limbs, wilt, fungus, cracks in trunk)
106	white ash	<i>Fraxinus americana</i>	9	showing one or more signs of stress (loss of limbs, wilt, fungus, cracks in trunk)
107	box elder	<i>Acer negundo</i>	9	
108	hackberry	<i>Celtis occidentalis</i>	19	



TABLE 1: Proposed Water Main Tree Inventory, Franklin, WI

Map Number	Common Name	Scientific Name	Diameter at Breast Height (dbh)	Comments
109	black cherry	<i>Prunus serotina</i>	17	
110	American plum	<i>Prunus americana</i>	17	
111	white ash	<i>Fraxinus americana</i>	18	showing one or more signs of stress (loss of limbs, wilt, fungus, cracks in trunk)
112	white ash	<i>Fraxinus americana</i>	9	showing one or more signs of stress (loss of limbs, wilt, fungus, cracks in trunk)
113	white ash	<i>Fraxinus americana</i>	12	showing one or more signs of stress (loss of limbs, wilt, fungus, cracks in trunk)
114	black cherry	<i>Prunus serotina</i>	13	
115	black cherry	<i>Prunus serotina</i>	9	
116	red oak	<i>Quercus rubra</i>	15	
117	black cherry	<i>Prunus serotina</i>	11	
118	black cherry	<i>Prunus serotina</i>	16	
119	black cherry	<i>Prunus serotina</i>	10	
120	black cherry	<i>Prunus serotina</i>	9	
121	black cherry	<i>Prunus serotina</i>	10	
122	black cherry	<i>Prunus serotina</i>	17	
123	black cherry	<i>Prunus serotina</i>	11	
124	black cherry	<i>Prunus serotina</i>	21	
125	black cherry	<i>Prunus serotina</i>	14	
126	basswood	<i>Tilia americana</i>	46	
127	basswood	<i>Tilia americana</i>	10	
128	basswood	<i>Tilia americana</i>	12	
129	box elder	<i>Acer negundo</i>	9	
130	white ash	<i>Fraxinus americana</i>	13	showing one or more signs of stress (loss of limbs, wilt, fungus, cracks in trunk)
131	hawthorne	<i>Crataegus mollis</i>	10	
132	basswood	<i>Tilia americana</i>	16	
133	basswood	<i>Tilia americana</i>	23	
134	American elm	<i>Ulmus americana</i>	9	
135	basswood	<i>Tilia americana</i>	24	
136	black cherry	<i>Prunus serotina</i>	14	
137	American elm	<i>Ulmus americana</i>	9	
138	black walnut	<i>Juglans nigra</i>	15	
139	black cherry	<i>Prunus serotina</i>	8	
140	white ash	<i>Fraxinus americana</i>	10	showing one or more signs of stress (loss of limbs, wilt, fungus, cracks in trunk)

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
Sturtevant Service Center
9531 Rayne Road
Sturtevant, WI 53177-1833

Scott Walker, Governor
Daniel L. Meyer, Secretary
Telephone (262) 884-2300
FAX (262) 884-2307
TDD (262) 884-2304



October 30, 2017

Cory O'Donnell
Neumann Developments Inc
N27 W24025 Paul Court Suite 100
Pewaukee WI 53072

SUBJECT: Coverage Under WPDES General Permit No. WI-S067831-05: Construction Site Storm Water Runoff
Permittee Name: Neumann Developments Inc
Site Name: Park Circle
FIN: 61004

Dear Permittee:

The Wisconsin Department of Natural Resources received your Water Resources Application for Project Permits or Notice of Intent, on October 23, 2017, for the Park Circle site and has evaluated the information provided regarding storm water discharges from your construction site. We have determined that your construction site activities will be regulated under ch. 283, Wis. Stats., ch. NR 216, Wis. Adm. Code, and in accordance with Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit No. WI-S067831-05, Construction Site Storm Water Runoff. All erosion control and storm water management activities undertaken at the site must be done in accordance with the terms and conditions of the general permit.

The **Start Date** of permit coverage for this site is October 30, 2017. The maximum period of permit coverage for this site is limited to 3 years from the **Start Date**. Therefore, permit coverage automatically expires and terminates 3 years from the Start Date and storm water discharges are no longer authorized unless another Notice of Intent and application fee to retain coverage under this permit or a reissued version of this permit is submitted to the Department 14 working days prior to expiration.

A copy of the general permit along with extensive storm water information including technical standards, forms, guidance and other documents is accessible on the Department's storm water program Internet site. To obtain a copy of the general permit, please download it and the associated documents listed below from the following Department Internet site:
<http://dnr.wi.gov/topic/stormwater/construction/forms.html>

- Construction Site Storm Water Runoff WPDES general permit No. WI-S067831-05
- Construction site inspection report form
- Notice of Termination form

If, for any reason, you are unable to access these documents over the Internet, please contact me and I will send them to you.

To ensure compliance with the general permit, please read it carefully and be sure you understand its contents. Please take special note of the following requirements (This is not a complete list of the terms and conditions of the general permit.):

1. The Construction Site Erosion Control Plan and Storm Water Management Plan that you completed prior to submitting your permit application must be implemented and maintained throughout construction. Failure to do so may result in enforcement action by the Department.

2. The general permit requires that erosion and sediment controls be routinely inspected at least every 7 days, and within 24 hours after a rainfall event of 0.5 inches or greater. Weekly written reports of all inspections must be maintained. The reports must contain the following information:

- a. Date, time, and exact place of inspection;
- b. Name(s) of individual(s) performing inspection;
- c. An assessment of the condition of erosion and sediment controls;
- d. A description of any erosion and sediment control implementation and maintenance performed;
- e. A description of the site's present phase of construction.

3. A **Certificate of Permit Coverage** must be posted in a conspicuous place on the construction site. The Certificate of Permit Coverage (WDNR Publication # WT-813) is enclosed for your use.

4. When construction activities have ceased and the site has undergone final stabilization, a Notice of Termination (NOT) of coverage under the general permit must be submitted to the Department.

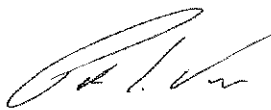
It is important that you read and understand the terms and conditions of the general permit because they have the force of law and apply to you. Your project may lose its permit coverage if you do not comply with its terms and conditions. The Department may also withdraw your project from coverage under the general permit and require that you obtain an individual WPDES permit instead, based on the Department's own motion, upon the filing of a written petition by any person, or upon your request.

If you believe that you have a right to challenge this decision to grant permit coverage, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to ss. 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 must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to s. 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with s. NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with s. NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing is not a prerequisite for judicial review and does not extend the 30-day period for filing a petition for judicial review.

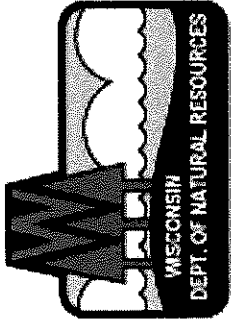
Thank you for your cooperation with the Construction Site Storm Water Discharge Permit Program. If you have any questions concerning the contents of this letter or the general permit, please contact Peter Wood, P.E. at (262) 884-2360.

Sincerely,



Peter Wood, P.E.
Southeast Region
Water Resources Engineer

ENCLOSURE: Certificate of Permit Coverage



CERTIFICATE OF PERMIT COVERAGE

UNDER THE WPDES CONSTRUCTION SITE STORM WATER RUNOFF PERMIT Permit No. WI-S067831-05

Under s. NR 216.455(2), Wis. Adm. Code, landowners of construction sites with storm water discharges regulated by the Wisconsin Department of Natural Resources (WDNR) Storm Water Permit Program are required to post this certificate in a conspicuous place at the construction site. This certifies that the site has been granted WDNR storm water permit coverage. The landowner must implement and maintain erosion control practices to limit sediment-contaminated runoff to waters of the state in accordance with the permit.

EROSION CONTROL COMPLAINTS

should be reported to the WDNR Tip Line at
1-800-TIP-WDNR (1-800-847-9367)

Please provide the following information to the Tip Line:

WDNR Site No. (FIN): 61004

Site Name: Park Circle

Address/Location: 9733 South 76th Street City of FRANKLIN

Additional Information:

Landowner: Neumann Developments Inc

Landowner's Contact Person: Cory O'Donnell

Contact Telephone Number: (262) 542-9200

Permit Start Date: October 30, 2017

By:  _____

**Ordinance 2016-2224 Question and Answer Form – PARK CIRCLE PUBLIC WATER
MAIN EXTENSION (November 1, 2017)**

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.
15-4.0101 Natural Resource Protection Standards. Table 15-4.0100, Residential, Natural Resource Feature: Woodlands & Forests. Mature woodlands have a 70% protection standard with no mitigation permitted; however, this section notes that the natural resource protection standards shall not be applicable to essential services and their associated easements. Essential services include public water service. The areas of the natural resource features that are disturbed to provide for essential services shall be restored per the restoration standards of the Section 15-4.0102I which states that permanent vegetative cover shall be established or reestablished and maintained throughout the area in which the construction or disturbance is located. The vegetation cover required shall be sufficient to provide filtering of pollutants from upslope overland flow areas. Seeding of non-aggressive vegetative cover shall be used and native vegetation is preferable. The water main route will disturb mature woodland area however the area will be restored using native grasses to meet the requirements of the UDO.
2. Statement regarding the exemption requested, giving distances and dimensions where appropriate.
The exemption requested is for the noted natural resource protection standards in 1. above in regard to the public water main extension in the future South 80th Street right-of-way. The water main is being extended to immediately serve the Park Circle development. It will ultimately serve the proposed Oakwood at Ryan Creek development and adjacent City properties in this area and will ultimately be extended to provide a loop and service in this section of the City. The public water main extension for Park Circle will be approximately 1,500 feet long from the end of existing South 80th Street to the south property line of Park Circle. The water main will be in a permanent 20' wide water main easement with a 10' wide temporary construction easement granted to the City of Franklin.
3. Statement of the reason(s) for the request.
The request is being made so that public water service can be provided to the two proposed residential subdivisions and ultimately this portion of the City.
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:

This request is appropriate in that it allows for public water service to properties within the City of Franklin. In the UDO, water service is defined as an essential service. Section 15-4.0100 notes that the natural resource protection standards shall not be applicable to essential services and their associated easements. Essential services include public water service. The areas of the natural resource features that are disturbed to provide for essential services shall be restored per the restoration standards of the Section 15-4.0102I which states that permanent vegetative cover shall be established or reestablished and maintained throughout the area in which the construction or disturbance is located. The vegetation cover required shall be sufficient to provide filtering of pollutants from upslope overland flow areas. Seeding of non-aggressive vegetative cover shall be used and native vegetation is preferable. Once the water main has been installed, the area will be restored using native grasses to meet the requirements of the UDO. This area will be vegetated until such time the City extends South 80th Street.

a. Background and Purpose of the Project.

- i. Describe the project and its purpose in detail. Include any pertinent construction plans.

Park Circle is a proposed twenty-seven (27) building multi-family residential condominium development proposed along South 76th Street (CTH U). In order to serve the property with public water service, the existing water main in South 80th Street will be extended in the future South 80th Street right-of-way. The design of the water main has been included in the construction plan set for the Park Circle development.

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

The project is 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 water main extension for Park Circle will not impact a stream or other navigable water, shore buffer wetland, wetland buffer, and/or wetland setback. The impact will be to a mature woodland within the future South 80th Street right-of-way. In order to not disturb wetland and their setbacks and buffers, a portion of the water main will be directionally drilled beneath said natural resource features.

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

The water main extension will not improve or impact traffic safety, efficiency and/or connectivity.

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.

Earlier in 2017 the City of Franklin mailed out a questionnaire to landowners along South 76th Street (CTH U) to receive feedback on the possibility of extending public water main and sanitary sewer in the South 76th Street (CTH U) right-of-way. This route would not impact any natural resource features and provide the public services needed in this part of the City. At the April 18, 2017 Common Council meeting, many residents spoke in opposition to the South 76th Street (CTHU) route mainly due to cost. Based on that meeting, City staff felt the South 76th Street (CTH U) option was not well received so the developer worked with City staff on this alternate plan to provide water service in this area.

- 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.

The water main could be extended within the right-of-way of South 76th Street (CTH U).

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

The water main extension will be constructed in a 20' wide easement with a temporary 10' construction easement which is the standard width to safely and effectively install the water main. The length of the extension is required to serve Park Circle. The project cannot be made smaller.

- iv. State what geographic areas were searched for alternative sites.

No other areas were searched. Park Circle does not have natural resource protection issues.

- 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.

Not that the developer is aware of.

- vi. State what will occur if the project does not proceed.

Park Circle will not be developed and additional development in this area of the City will not occur until water service is available.

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.

The cost of the South 76th Street (CTH U) option would be more expensive than the proposed option. A cost has estimate has not been completed because of the resident's

immediate opposition to the South 76th Street (CTH U) option. A plan and cost estimate were not put together. The South 76th Street (CTH U) option would have included slurry backfill, pavement restoration and traffic control. The proposed option will include spoil backfill and will not include pavement restoration or traffic control making it a more cost-effective option.

- ii. State any logistical reasons limiting any of the possible alternatives set forth under sub. b., above.

There are no logistical reasons limiting the South 76th Street (CTH U) alternative.

- iii. State any technological reasons limiting any of the possible alternatives set forth under sub. b., above.

There are no technical reasons limiting the South 76th Street (CTH U) alternative.

- iv. State any other reasons limiting any of the possible alternatives set forth under sub. b., above.

The limiting factor to the South 76th Street (CTH U) option is the residents in the area do not support the extension. The financial assessment to each owner was thought to be burdensome on those residents and most of them stated that their existing wells were adequate.

- 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 proposed project should proceed instead of the South 76th Street (CTH U) alternate because the proposed plan does not impact a stream, waterway, wetlands, buffers or setbacks. A mature woodland is impacted but the construction process and restoration meet the requirements of the UDO. In addition, the tree survey along the water main route completed by Ecological Services of Milwaukee, Inc showed that many trees along the route were damaged and there were a large number of dead ash trees which likely succumbed to infection by emerald ash borer. The area also contains a variety of non-native species. The water main will be located in the future South 80th Street right-of-way and the City would have installed water main within this right-of-way at the time of road construction. The water main is being installed prior to the road to serve potential residential developments which are needed in the City of Franklin.

- 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.

There are no impacts to any stream or other navigable water, shore buffer, wetland, wetland buffer or wetland setbacks.

- 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.
There are no impacts to a stream or other navigable water, shore buffer, wetland, wetland buffer or wetland setback impacts.
 - ii. Storm and flood water storage.
There are no impacts.
 - iii. Hydrologic functions.
There are no impacts.
 - iv. Water quality protection including filtration and storage of sediments, nutrients or toxic substances.
There are no impacts.
 - v. Shoreline protection against erosion.
There are no impacts.
 - vi. Habitat for aquatic organisms.
There are no impacts.
 - vii. Habitat for wildlife.
There are no impacts.
 - viii. Human use functional value.
There are no impacts.
 - ix. Groundwater recharge/discharge protection.
There are no impacts.
 - x. Aesthetic appeal, recreation, education, and science value.
There are no impacts.
 - xi. Specify any State or Federal designated threatened or endangered species or species of special concern.
There are no impacts.
 - xii. Existence within a Shoreland.
There are no impacts.
 - 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.

There are no impacts.

- g. Water Quality Protection. Describe how the project protects the public interest in the waters of the State of Wisconsin.

There are no impacts to waters of the State.

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).

There have been no previous requests for the Park Circle development.

- 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. ***The Park Circle water main plans will be submitted to the Wisconsin DNR for water main extension approval. A grading permit from the Wisconsin DNR for the Park Circle development has been received.***

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):

The applicant worked with City staff to prepare the current option based on the original South 76th Street (CTH U) option not being a favorable option to area residents. In order to develop Park Circle, public water service is required by the City.

- 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:

Not applicable; or

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

Not applicable

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

- i. be consistent with the existing character of the neighborhood:

The Park Circle development is being developed to meet the zoning and land use plans of the City so it is consistent with the character of the neighborhood; and

- ii. not effectively undermine the ability to apply or enforce the requirement with respect to other properties:

All developments in the City of Franklin are required to have water service and water service is an essential service in the UDO so this proposal is consistent with the UDO; and

- iii. be in harmony with the general purpose and intent of the provisions of this Ordinance proscribing the requirement:
The proposal meets the purpose and intent of the Ordinance. The area will be disturbed and restored per the requirements of the UDO; 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*):
Not applicable.
- 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 Park Circle property was designed to not impact any natural resource features. Typically, public water service is available at the property lines but in this case, a water main extension is needed. The applicant has limited the impact to the natural features to extend public water main to the property.
 - 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:
There are no exceptional, extraordinary or unusual circumstances applying to the Park Circle property other than public water service is not available at the property but it is required by the City in order to develop the property.
 - iii. Existing and future uses of property; useful life of improvements at issue; disability of an occupant:
The existing and future uses of the properties in the area are baseball fields, farm land and single family residential. The PVC water main pipe could exceed 100 years. There is no disability of occupants.
 - iv. Aesthetics:
Once the water main is installed and the area restored, there will be visual impacts other than hydrants.
 - v. Degree of noncompliance with the requirement allowed by the exemption:
There is no noncompliance as the public water service is an essential service and the are being disturbed will be restored per the requirements of the UDO.
 - vi. Proximity to and character of surrounding property:
The property north of Park Circle is the City of Franklin Public Works storage yard site which is currently baseball fields. West of Park Circle and the City land is the Archdiocese of Milwaukee which owns a vacant property that is farmed.

- vii. Zoning of the area in which property is located and neighboring area:
The properties north of Park Circle (zoned R-8) is the City of Franklin Public Works storage yard site (zoned I-1) and the Archdiocese of Milwaukee (zoned M-1). The properties west of Park Circle are zoned R-8.
- viii. Any negative affect upon adjoining property:
The removal of the trees to install the water main and eventually the road extension.
- ix. Natural features of the property:
The water main route is considered a mature woodland.
- x. Environmental impacts:
The impact is the removal of the trees.