

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 11/21/2017
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT FOR PARK CIRCLE CONDOS LOCATED AT APPROXIMATELY 9733 SOUTH 76TH STREET	ITEM NO. <i>G.6.</i>

BACKGROUND

Pursuant to the approval of Park Circle Condos, staff has drafted the subdivision development agreement. The development is located on S. 76th Street between W. Ryan Road and W. Oakwood Road- approximately 9733 South 76th Street.

ANALYSIS

The subdivision development agreement provides for the necessary public improvements required for this development. Included in the agreement is the extension of sanitary sewer, water main, street, and other incidental public improvements.

OPTIONS:

It is important to adopt the subdivision development agreement as this is the tool to provide for the proper installation of the public improvements and with the letter of credit guarantees that all improvements will be installed per plan and specifications.

FISCAL NOTE

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

RECOMMENDATION

Motion to adopt Resolution No. 2017 _____ a resolution authorizing certain officials to execute a subdivision development agreement for Park Circle Condos located at approximately 9733 South 76th Street.

Department of Engineering GEM

Note – Blanks are to be completed by Common Council Meeting.

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

PARK CIRCLE CONDOS

November 2017

SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PARK CIRCLE CONDOS

ARTICLES OF AGREEMENT made and entered into this _____ day of _____ 2017, by and between _____, a Wisconsin Corporation, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

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

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

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

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

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

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

City to reimburse the Developer in the amount of _____ for the installation of sanitary sewer to the North.

5. To assure compliance with all of Subdivider's obligations under this Agreement, the Subdivider shall file with the City a Letter of Credit (the "Letter of Credit") in the initial amount of \$ _____, representing the estimated costs for the Public Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Letter of Credit may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Letter of Credit equals the total amount remaining for Public Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Letter of Credit shall be issued by a bank or other financial institution (the "Surety Issuer") reasonably satisfactory to the City (the "Beneficiary") in a form satisfactory to the City Attorney. Failure to file the Letter of Credit within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City of and payment by Subdivider for all the completed Improvements, the Letter of Credit shall be surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Letter of Credit to the City under this Paragraph 5, except as set forth under Paragraph 13 below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, the Surety Issuer shall make the said payments to the Contractor within 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 Surety Issuer at the address indicated on the Letter of Credit, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer.

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

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

7. The following special provisions shall apply:
- (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced. Alternatively, all underground work by any private utility shall complete road crossings prior to installation of the binder course of asphalt. Any work completed after the installation of the binder course shall be done by trenchless technology/boring to prevent any open cuts to the newly placed asphalt.

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

- (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Letter of Credit equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Letter of Credit shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Letter of Credit 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 Letter of Credit shall be a partial continuation of, and not in addition to, the Letter of Credit described in Paragraph 5 above.
14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14 and has filed certificates thereof with the City:
- (1) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage shall protect the Subdivider and all subcontractors retained by the Subdivider during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing
 - (2) this Agreement, whether such performance be by the Subdivider or by any subcontractor retained by the Subdivider or by anyone directly or indirectly employed by either the Subdivider or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14(a)(1) and Paragraph 14(a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence \$500,000 Aggregate
 - (3) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence
- (b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.
15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which

approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

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

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

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

SEALED IN PRESENCE OF:

By: _____
Name: _____,
[Managing Member, President, Vice-President, etc.]

Party of the First Part

STATE OF WISCONSIN)ss.
_____ COUNTY)

Personally came before me this _____ (day) of _____, 2017, the above named of _____ Inc. and acknowledged that he executed the foregoing instrument as such officer as the deed of said _____ Inc. by its authority.

or

This instrument was acknowledged before me on _____ (date) by _____ (name).

County, WI

Notary Public,

My commission expires: _____

CITY OF FRANKLIN

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

COUNTERSIGNED:

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

Parties of the Second Part

STATE OF WISCONSIN) ss.
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 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 the City Engineer for the City of Franklin
Form approved:

Jesse Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PARK CIRCLE CONDOS**

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

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PARK CIRCLE CONDOS

LEGAL DESCRIPTION OF SUBDIVISION

LEGAL DESCRIPTION:

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.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PARK CIRCLE CONDOS

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

Description of improvements required to be installed to develop PARK CIRCLE CONDOS.

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

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

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

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

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PARK CIRCLE CONDOS

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

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

III. WATER SYSTEM

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

IV. SANITARY SEWER SYSTEM

- A. Components

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

B. Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3.
 - a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Development as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.
 - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Development as described in Section IV. B. 3(a), above, the City is hereby granted the right to install said extensions within the Development at the expense of the Developer. All costs for installing sewer systems outside of the boundaries of the Development shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to §66.62, Wis. Stat. and §14.10 of the Municipal Code.

V. STORM DRAINAGE

A. Components

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

B. Endwalls

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

C. Outfalls and Retaining Walls

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

D. Responsibility of Discharged Water

The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or

through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.

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

VI. STREETS

A. Location

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

B. Names

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

C. Construction

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

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

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

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

D. Snow Removal and Ice Control

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

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

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:
 - a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Subdivider and the City.

- b) Side slopes no steeper than 4:1.
- c) Landscaped in accordance with the Special Use Resolution Landscaping Requirements or, in the case of storm sewer, as directed by the City Engineer.

2. Pedestrian

- a) The pedestrian walks shall be paved with chips as required by the City Engineer and shall be five (5) feet wide.
- b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:

- a) The sanitary and storm sewer and water mains have been installed, tested and approved.
- b) Drainage has been rough graded and approved.
- c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
- d) The plat has been recorded.
- e) All Subdivision monuments have been set.

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

B. Occupancy Permits

No temporary occupancy permits shall be issued until:

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

IX. DEED RESTRICTIONS

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

B. The time of completion of improvements.

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

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

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

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

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PARK CIRCLE CONDOS

ESTIMATED IMPROVEMENT COSTS

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

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

DESCRIPTION	COSTS
Grading (including Erosion Control)	N/A not public
Sanitary System	
Water System	
Storm Sewer System	
Paving (including sidewalk)	
Street Trees (\$300 x /lots)	
Street Lights () @ \$3,000.00	
Street Signs	
Underground Electric, Gas and Telephone	N/A not public
Retention Basin	N/A not public
SUBTOTAL	
Engineering/Consulting Services	
Municipal Services (7% of Subtotal)	
Contingency Fund (10% of Subtotal)	
TOTAL:	

Total: _____/100 Dollars.

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

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PARK CIRCLE CONDOS

ADDITIONAL SUBDIVISION REQUIREMENTS
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1. The Subdivider agrees that it shall pay to the City of Franklin the street light installation and underground wiring costs as determined by the WE Energies Company for ____ ()LED.
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in section 15-8.0204 a-f of the UDO.
3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in section 15-8.0203H 1-5 of the UDO.
4. The Subdivider agrees to pay the City for street trees planted by the City on _____ at the rate of \$350.00 (in 2016) per tree with a planting distance between trees of 75 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the developer, the developer's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
9. The Subdivider shall preserve the environment features as shown on the natural resource plan and shall install an orange snow fence and silt fence around the environment prior to land disturbing.

The Subdivider shall install a _____-inch diameter water main on _____ from the existing water main located at _____ of the Development. The City shall reimburse to the Developer the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer. The City also agrees to enter into an agreement with the Developer which may reimburse to the Developer the cost of the non-oversize portion of the installation based upon the collection of the pro-rated cost for such abutting property owners that connect to the water main on S. 80th St. installed by the Developer. The pro-ration shall be upon a front foot basis. Such non-oversize cost reimbursement shall only be made by the City to the Developer upon the City's receipt of such pro-rated costs from an abutting property owner within ten years from the final

acceptance of the installation by the City Engineer. Such non-oversize cost reimbursement shall not include interest, shall not be made after the expiration of the aforesaid ten years and shall in no way be guaranteed by or be an obligation of the City other than to pay to the Developer such pro-rated costs if received as aforesaid.

10. Prior to commencing any land disturbance, the Developer shall employ a forestry expert approved by the Environmental Commission to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.
11. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
12. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association.
13. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the UDO, prior to recording of the Final Plat. The Developer is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance of the receiving association (i.e. HOA).
14. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing detention basin and landscaping and entryways. Said document shall be recording after approval by the City Attorney.
15. Construction Requirements:
 - a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from _____.
17. The Subdivider shall provide for the connection to the existing _____ and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
PARK CIRCLE CONDOS

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 AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION
DEVELOPMENT AGREEMENT FOR PARK CIRCLE CONDOS LOCATED AT
APPROXIMATELY 9733 SOUTH 76TH STREET

WHEREAS, the Common Council at its regular meeting on August 15, 2017, recommended approval of the a condominium plat for Park Circle Condominiums at approximately 9733 South 76th Street; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development known as Park Circle Condos, and

WHEREAS, the developer of the Certified Survey Map is willing to proceed with the installation of the improvements provided for in the subdivision development agreement.

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

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

Introduced at a regular meeting of the Common Council 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 _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/17
REPORTS & RECOMMENDATIONS	RESOLUTION TO AMEND RESOLUTION NO. 2017-7246 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)	ITEM NUMBER <i>6.7.</i>

At its November 9, 2017 meeting, the Plan Commission recommended approval of a resolution to amend Resolution No. 2017-7246 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 with the addition of Condition No. 13 requiring installation of a sidewalk along W. College Avenue per City Engineering Department specifications and revising Condition No. 7 to delete "Furthermore, the trail shall be looped and extend around the entire building." and add "This requirement is conditioned upon Milwaukee County approval." (Herman & Kittle Properties, Inc., Applicant).

The attached resolution has been revised according to the Plan Commission motion above. Please be aware that the attached application submittal contains multiple landscape plans. The Plan Commission recommended approval of Landscape Plan Sheets L101a, L102a and L110a, which comply with the quantity of plantings required by the Unified Development Ordinance.

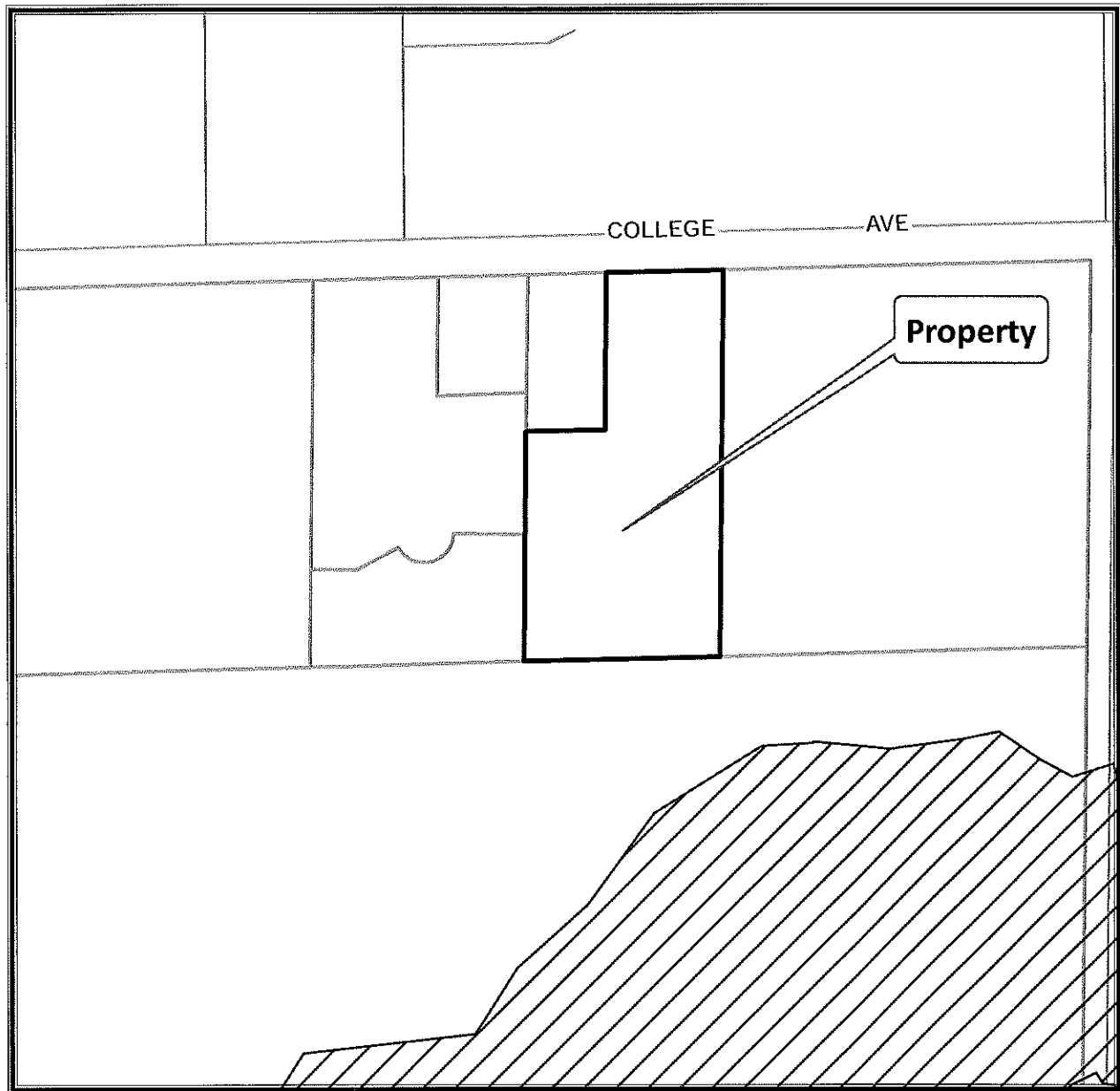
Based upon the applicant's proposed timeframe, staff also recommends revising the resolution to allow two years to obtain an occupancy permit, opposed to one year. This change is also reflected in the attached resolution.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2017-_____, a resolution to amend Resolution No. 2017-7246 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).



3709 W. College Ave.
TKN: 713 9996 003



Planning Department
(414) 425-4024

0 162.5 325 650 Feet

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



2017 Aerial Photo



3709 W. College Ave.
TKN: 713 9996 003



Planning Department
(414) 425-4024

0 162.5 325 650 Feet

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



**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of November 9, 2017****Special Use Amendment**

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

Project Name:	The Lakeview at Franklin Apartments
Project Location:	3709 West College Avenue
Property Owner:	McKowen Family Partnership, LLLP
Applicant:	Herman & Kittle Properties, Inc.
Agent:	David Thompson, Herman & Kittle Properties, Inc.
Current Zoning:	R-8 Multiple-Family Residence District
2025 Comprehensive Plan:	Residential – Multi-Family
Use of Surrounding Properties:	Single-family residential (City of Greenfield) to the north, vacant Milwaukee County land (Grobschmidt Park & Mud Lake) to the south, multi-family residential to the east and single-family and multi-family residential to the west
Applicant's Action Requested:	Approval of the Special Use Amendment to allow construction of the Lakeview at Franklin apartment development

Introduction and Background

Please note:

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

On September 29, 2017, the applicant filed a Special Use Amendment Application for a multi-family apartment development for property located at 3709 W. College Avenue.

In January of 2016, a Rezoning, Comprehensive Master Plan Amendment and Special Use were approved to rezone the subject property to R-8 Residence District, amend the Future Land Use designation to Residential – Multi-Family and a Special Use to allow construction of a two-story, 48 unit multi-family senior independent living apartment complex development use. That project, however, did not move forward following these use and site plan approvals.

The current applicant is also requesting approval of a two story, 48-unit multi-family senior independent living apartment complex development use. According to the applicant, the facility will be designed, marketed and restricted to those 60 years and older with household incomes of 30%, 50% and 60% of Area Median Household Income. Note that eight units are proposed as market rate.

Staff recommends that Herman & Kittle Properties, Inc. and any owner of the property, as a condition of approval of this Resolution, shall enter into an agreement with the City providing that in the event the land and/or building to be developed hereunder be exempt from general property taxation at any time, that such property shall be subject to an annual payment in lieu of taxes to the City by the owner(s) of the property in an amount that would be equal to the amount that would be levied as the annual City general property tax upon the real and personal property were it not exempt from taxation. Such payments to the City shall be due and payable from time to time as and when general property taxes are due and payable. The agreement shall be prepared by the City Attorney and executed by the property owner, the Mayor and the City Clerk and shall be recorded in the Office of the Register of Deeds for Milwaukee County prior to the issuance of a Building Permit.

The application also includes completely redesigned development plans, which are detailed below.

Similar to the previously approved Special Use, the applicant is requesting to exceed the R-8 Residence District density standards under Options 1 and 2, which allows a Gross Density of 6.10 for Option 1 and 8.00 for Option 2 and Net Density of 8.00 for either Special Use Option. Per the applicant's Site Calculations this would allow a maximum of 21 dwelling units per Net Density (Option 1) and 25 dwelling units per Gross Density. The applicant is proposing 48 units, which equates to a Net Density of 17.91 and Gross Density of 11.65. Per Section 15-3.0701A.7. of the UDO (below), the Common Council, pursuant to the recommendations of the Plan Commission, may modify regulations of the zoning district.

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

Project Description/Analysis

Special Use

The applicant is requesting approval to construct a 48 unit multi-family apartment development. At 48 units, the applicant is proposing a Net Density of 17.91 (48 units divided by a net buildable site area of 2.68 acres) and a Gross Density of 11.65 (48 units divided by the base site area of 4.12 acres).

For comparison, staff roughly estimates the adjacent property's Gross Density as follows:

- Stonefield Village apartments (directly to the east): 128 units, 9.26 acres – 13.82 units/acre
- Homes on the Park (directly to the west): 38 units, 4.74 acres – 8.02 units/acre
- Park Meadow Condominiums (to the west): 196 units, 19.28 acres – 10.16 units/acre

Site Plan:

The site plan consists of a two-story, 30,230 square foot apartment building that consists of 30 one-bedroom and 18 two-bedroom units. The subject property has a base site area of approximately 4.12 acres. As currently proposed, the project would contain 1.95 acres of impervious surface (and 2.17 acres greenspace), resulting in an Open Space Ratio (OSR) of 0.53, which complies with the R-8 District Special Use Options 1 and 2 minimum of 0.35 and 0.25, respectively.

The site plan consists of an L-shaped two-story building, two detached 6-stall garages, a dumpster enclosure, retaining wall and associated landscaping and lighting. The site plan also includes benches, trash receptacles and an outdoor patio with picnic tables and a grill available to residents.

The dumpster enclosure is located to the southwest of the storm water pond along the entry drive, and includes two 8 cubic foot dumpsters. The applicant has indicated that they have found this to be sufficient for this size development.

The retaining wall is located along the west property line. The wall will be constructed of split face block and is proposed to be about 4 feet in height. Staff recommends that the retaining wall comply with Section 6.9 Retaining Walls of the Design Standards & Construction Specifications or as otherwise approved by the Engineering Department, prior to issuance of a Building Permit.

The site plan also includes paved walkways along the west side of the entry drive, through the parking lot and along the front of the building. Staff recommends that the applicant revise the site plan to include a gravel or paved connection from the paved walkways along the building to the existing trail system at Grobschmidt Park, for review and approval by Department of City Development Staff and Milwaukee County, prior to issuance of a Building Permit. Staff would further recommend that this path be looped and extend around the entire building. In addition, staff recommends that the trail be accessible to the public (i.e. within a public easement) as it would connect to the County owned Grobschmidt Park.

Note that the applicant does not wish to install this connection. In their responses to staff comments, the applicant has stated the following:

“HKP has decided to forgo a path from the southern end of the site for two reasons. First, due to the steep grade from the south end of the site into Grobschmidt Park, there is a safety concern of falls on the path. Second, for the senior residents there is a safety concern with a public easement along the back of the site. The landscape requirements on the site will require dense tree cover on the southern end of the site, which would lead to areas on the subject property the public could access which could not be easily monitored.”

Staff also suggest that the applicant install a sidewalk along W. College Avenue. Again, the applicant has noted concerns with this recommendation and has responded as follows:

“Currently the City of Franklin’s Park Plan does not include a sidewalk along this section of College Avenue. HKP would be interested in future participation with the City of Franklin in the addition of sidewalk along the corridor.”

The site plan also illustrates the location of rooftop mechanicals, which will be screened from public view.

Parking:

Table 15-5.0203 of the Unified Development Ordinance requires a Standard Parking Ratio of 1 space per one-bedroom unit, 2 parking spaces for each two-bedroom unit and 2.5 spaces for 3 bedroom or more units. The Lakeview at Franklin development consists of 30 one-bedroom units and 18 two-bedroom units; therefore, 66 parking spaces are required. The proposed Site Plan includes 58 exterior surface parking spaces and 12 enclosed parking spaces within two detached garages. Each garage contains 6 parking stalls, including one ADA accessible parking space in each. The surface parking includes an additional four ADA accessible parking spaces for a total of 6 ADA spaces. The 70 parking spaces provided exceed the Standard Parking Ratio by approximately 6% or four spaces. Per Section 15-5.0203 of the UDO, the Standard Parking Ratio may be exceeded by 10% or 5 parking spaces, thus the proposed parking is in conformance with UDO standards. The 6 ADA surface parking stalls provided are also in conformance with UDO standards.

Although parking standards are met, staff suggests underground parking as was provided in the previous approval. Underground parking would assist in creating additional areas for landscaping, the staff recommended trail and utilities.

The applicant is proposing parking spaces that are 9-feet by 20-feet (180 square feet), along with 24-foot drive aisle widths, in conformance with Part 5 of the UDO.

Landscaping:

Table 15-5.0302 of the UDO requires 1.5 Canopy/Shade Tree per dwelling unit, 1 Evergreen and Decorative Tree per dwelling unit and 3 Shrubs per dwelling unit for Multi-Family development. With 48 dwellings provided, a minimum of 72 Canopy/Shade Trees, 48 Evergreens and Decorative Trees and 144 Shrubs are required. The property is also adjacent to a single-family use, thus a 20% increase in the quantity of plantings is required per Section 15-5.0302C. of the UDO; therefore, 87 Canopy/Shade Trees, 58 Evergreens and Decorative Trees and 173 Shrubs are required.

The applicant has provided two Landscape Plan alternatives. Sheets L101a, L102a and L110a comply with UDO quantity standards consisting of 87 (78 new, 9 existing) Canopy/Shade trees, 58 Evergreens, 58 Decorative trees and 177 Shrubs.

The applicant, however, is requesting permission to reduce the number of new Canopy/Shade Trees from 78 to 40, which would then not comply with UDO required planting quantities. The applicant indicates:

“...The updated landscape plan includes 87 Canopy/Shade trees as required by the UDO (Sheets L101a, L102a, and L110a) Please note that the 87 trees include 78 new trees and

the assumption of 9 trees to be preserved in the conservation easement, to be confirmed by a tree study. However, HKP would like to also present an alternative Landscape Plan for review by Plan Commission as well, which includes 40 new planning trees (Sheets L101, L102, and L103). While it is possible to meet the code, HKP does not find this density of trees to be appropriate for the site or the health of the trees.

In order to meet the City required parking ratios, on-site storm detention, and utility easements, the space in which to provide trees is limited. On the alternative plan, trees are appropriately spaced to allow for growth. In the plan that meets the code required number of trees, trees could be at risk of dying or never reaching their full potential due to overcrowding.

Further, the southern end of the site is bordered by a thickly wooded park. By planting the entirety of the greenspace behind the building, we are limiting the useable outdoor space available to residents, creating a safety concern, and obscuring the view of the park.

We would appreciate the Plan Commission's feedback on a potential request of a variance in the number of new trees on site to 40 as indicated on the alternative landscape plan. If the Plan Commission is amenable to this variance, HKP will submit a variance request for approval."

Note that as part of the Special Use request, the Plan Commission and Common Council may approve either Landscape Plan without submittal of a separate application. The draft resolution includes a condition stating that landscaping shall be installed per Sheets L101a, L102a and L110a, City file-stamped October 30, 2017. If the Plan Commission wishes to approve the alternate Landscape Plan with fewer Canopy/Shade Trees as requested by the applicant, that condition must be revised to reference Sheets L101, L102 and L103.

Staff also recommends that the applicant eliminate one parking space in each row of parking in order to shift the garages further east and provide plantings on the west side of the garage. Note that if the applicant proposes underground parking as suggested by staff, this condition may not fully apply; however, staff would continue to recommend that additional plantings be installed along the west property line.

The applicant has indicated that an irrigation system will be designed and constructed by the landscape contractor. Also, a 2-year planting warranty has been noted on the Landscape Plan. Areas for snow storage are illustrated on the Landscape Plans as well.

Outdoor Lighting:

The lighting plan includes 6 pole lights. Two are located along the entry drive and four are located within the parking lot. The lights will be mounted on 20-foot poles.

The photometric plan is in conformance with UDO lighting standards.

Natural Resource Protection Plan

The applicant did not provide a Natural Resource Protection Plan; however, the previous proposal in 2016, included a letter from Stantec Consulting Services, Inc., dated July 28, 2016, indicating that wetlands do not exist on the property. A letter dated November 2, 2016 from the Wisconsin Department of Natural Resources was also provided confirming that no wetlands exist on the property.

In staff review of aerial photography, staff believes a woodland exists in the southwest corner of the site. The applicant has agreed to place this corner of the site within a Conservation Easement as shown on the Site Development Plan.

Staff recommends submittal of a Conservation Easement for review and approval by the Common Council and recording with the Milwaukee County Register of Deeds, prior to issuance of an Occupancy Permit.

Architecture:

The building is primarily comprised of brick and fiber cement siding. The building also includes balconies and the roof will consist of asphalt shingles. The front and rear of the building are designed with similar amounts of brick and siding.

The detached garage buildings also consist of brick and fiber cement siding. The rear of the garages facing the condominium development to the west is primarily brick.

Signage:

The applicant is showing a monument sign on the site plan at the entrance of the site adjacent to W. College Avenue on the east side of the main drive. The proposed sign is a freestanding sign between two steel posts. The sign itself is painted steel with the complex name routed on each side of the sign. The sign is 7'-8" x 3'-6". The sign is proposed as part of this Special Use and is subject to a sign permit through the Inspection Department, if approved.

Staff recommends that the sign be revised to be a monument sign with a brick base to match that of the building, subject to review and approval by Department of City Development staff.

Stormwater Management:

The applicant is proposing a storm water pond at the northeast corner of the site. The applicant is currently working with the Engineering Department on a detailed plan and is aware that an easement must be obtained from Milwaukee County for the proposed pond outfall. Staff recommends that the applicant submit a final storm water management plan as well as a detailed grading and erosion control plan to the Engineering Department for review and approval, prior to issuance of a Building Permit. Furthermore, the applicant shall secure a drainage easement from Milwaukee County and receive approval from the County for any disturbance of trees within Grobschmidt Park. Note that wetland delineations within the park will be required as may be needed, depending upon the final storm water plan. If there any impacts to Unified Development Ordinance protected natural resource features, a Natural Resource Special Exception Application will be required.

Staff Recommendation

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

City of Franklin
Department of City Development

Date: October 17, 2017

To: David Thompson, Herman & Kittle Properties, Inc. and Sarah Beck, Herman & Kittle Properties, Inc.

From: City Development Staff

RE: Lakeview at Franklin Apartments Special Use Amendment – Staff Comments

Please be advised that City Staff has reviewed the above application for the property located at 3709 West College Avenue. Department comments are as follows for the Special Use Amendment Application submitted by David Thompson of Herman & Kittle Properties, Inc. and City file-stamped September 29, 2017.

Planning Department

Site Plan

1. Where will air conditioning units and ground mechanicals be located? What type of screening will be provided, if any?

Mechanicals and air conditioning units will be located on the roof, and will not be visible. Please see note on the Site Plan.

2. Does the building encroach into the 20-foot side yard setback on the east side of the property?

The building has been rotated slightly so no part of the building or overhangs encroach into the side yard setback.

3. Please note that curb and gutter is required throughout.

Keynotes have been added for the curbs and gutters on the site plan. HKP is aware standards for the gutters and curbs are to be reviewed by the City of Franklin Engineering Department prior to building permit issuance.

4. Staff recommends inclusion of pedestrian and site amenities, such as bicycle racks, trash receptacles, benches, trails/pathways (also see comment below), gazebo, etc. These amenities may be appropriate to the rear of the property as well as around the storm water pond. If provided, please illustrate the location on the Site Plan.

Please see the Site Plan for the addition of benches and trash receptacles. Please also note on the Site Plan the first floor community room walks out to an outdoor patio where picnic tables and a grill will be available to residents.

5. Staff recommends that the site plan be revised to include a gravel connection from the southernmost paved walkway to the existing trail system at Grobschmidt Park. Staff would further recommend that this path be looped and extend around the entire building. In addition, staff recommends that the trail be accessible to the public (i.e. within a public easement) as it would connect to the County owned Grobschmidt Park.

HKP has decided to forgo a path from the southern end of the site for two reasons. First, due to the steep grade from the south end of the site into Grobschmidt Park, there is a safety concern of falls on the path. Second, for the senior residents there is a safety concern with a public easement along the back of the site. The landscape requirements on the site will require dense tree cover on the southern end of the site, which would lead to areas on the subject property the public could access which could not be easily monitored.

6. How many dumpsters are located within the dumpster enclosure? Is that sufficient to serve 48 units?

There will be two 8 cubic foot dumpsters located within the dumpster enclosure; please see the detail on sheet A.202. It is an HKP standard to provide this size and quantity of dumpsters for developments with up to 50 units, and we have found that to be adequate in our experience.

7. Please provide details for the dumpster enclosure (materials, wall height, etc.). Staff recommends that the materials match that of the building.

Please see sheet A.202 for details on the dumpster enclosure with noted materials and wall height. It will be wrapped brick matching the building.

8. On the Site Plan, please note the amount of impervious surface proposed, the remaining greenspace and the OSR (see below).

Open Space Ratio (OSR). The number derived by dividing the open space of the site by the base site area. When applied to natural resource protection, the open space ratio shall include the natural resource feature(s) to be protected. Minimum requirements for open space ratios are set forth for the various zoning districts under individual zoning district requirements Sections of this Ordinance.

Impervious surface, greenspace, and the OSR are noted on the updated site plan.

- Site Intensity and Capacity Calculation worksheets were provided, but not completed. Please fully complete these worksheets (see attached).

Please see the updated Site Intensity and Capacity Calculation worksheets included in this package.

- Staff recommends installation of a sidewalk along W. College Avenue.

Currently the City of Franklin's Park Plan does not include a sidewalk along this section of College Avenue. HKP would be interested in future participation with the City of Franklin in the addition of sidewalk along the corridor.

Natural Resource Protection Plan

9. Staff concurs that a Conservation Easement is required for the wooded area at the southwest corner of the property. Attached is the City's Conservation Easement template. This written easement document must be submitted for Common Council review and approval and recording with the Milwaukee County Register of Deeds.

HKP confirms the conservation easement will be submitted for review and approval prior to building permit issuance.

Landscaping

10. The Landscape Plan incorrectly states the quantity of Canopy/Shade Trees required by the UDO. Table 15-5.0302 requires a minimum of 1.5 trees per dwelling unit; therefore, 72 Canopy/Shade Trees are required (1.5 x 48). 87 Canopy/Shade Trees are required when factoring in the additional 20% for the bufferyard. Please revise the notes on the Landscape. Staff also recommends providing an additional 48 Canopy/Shade Trees to be in compliance with the UDO minimum landscape standards.

Notes have been adjusted to reflect the correct equation. The updated landscape plan includes 87 Canopy/Shade trees as required by the UDO (Sheets L101a, L102a, and L110a) Please note that the 87 trees include 78 new trees and the assumption of 9 trees to be preserved in the conservation easement, to be confirmed by a tree study. However, HKP would like to also present an alternative Landscape Plan for review by Plan Commission as well, which includes 40 new planning trees (Sheets L101, L102, and L103). While it is possible to meet the code, HKP does not find this density of trees to be appropriate for the site or the health of the trees.

In order to meet the City required parking ratios, on-site storm detention, and utility easements, the space in which to provide trees is limited. On the alternative plan, trees are appropriately spaced to allow for growth. In the plan that meets the code required number of trees, trees could be at risk of dying or never reaching their full potential due to overcrowding.

Further, the southern end of the site is bordered by a thickly wooded park. By planting the entirety of the greenspace behind the building, we are limiting the useable outdoor space available to residents, creating a safety concern, and obscuring the view of the park.

We would appreciate the Plan Commission's feedback on a potential request of a variance in the number of new trees on site to 40 as indicated on the alternative landscape plan. If the Plan Commission is amenable to this variance, HKP will submit a variance request for approval.

11. Staff recommends additional plantings be installed on the west side of the property, adjacent to the existing condominium development.

Due to retaining wall addition and utilities, all trees along the west edge of the garages have been relocated. (Trees cannot survive in the backfill material of the wall) The wall is approximately 4' tall, with the new construction on the low side of the grade. Shrubs and ornamental grasses have been added along the top of the wall to soften the building from the Homes on the Park Condominium residents. Trees that were originally along this west edge of the property have been relocated to other locations on site that do not have utility and wall conflicts.

12. Please move the text noted below on the Landscape Plan, Sheet L101, so that it does not cover up the plant labels.

"EXC NO. 11, DOCUMENT NO. 10644796 - APPROVED AS SPECIAL USE TO ALLOW SENIOR INDEPENDENT LIVING APARTMENT COMPLEX."

Noted and amended.

13. Staff recommends noting a 2-year plant replacement guaranty on the Landscape Plan per Section 15-5.0303G.3. of the UDO.

A 2-year plant warrantee period has been changed in note 12 on L101 and L102.

14. Staff recommends that irrigation be provided in compliance with Section 15-5.0303D. of the UDO. The type of irrigation provided must be noted on the Landscape Plan.

An irrigation note has been added to the plans. Refer to note #17. This indicates the irrigation system will be designed and constructed by the Contractor.

15. Please provide a Snow Storage Plan in accordance with Section 15-5.0210 of the UDO. Staff recommends illustrating the areas for snow storage on the Landscape Plan.

3,390 s.f. of snow pile storage areas have been identified on the plans. This is a little more than 10 percent of the parking lot area and drive.

Architecture

16. Please label building materials and colors on the proposed elevations.

Noted on elevations.

17. Please include elevations of the proposed detached garages.

Please see sheet A.20.

18. What is the size of the balconies (how far do they extend out from the building)?

The balconies are 11'10" X 5'6 1/2" on the one bedroom units and 11'8" X 5'6 1/2" on the two bedroom units. The balconies do not extend out from the building, they are setback into the building and flush with the exterior elevation.

19. Staff recommends that brick be included on all elevations. Staff suggests that the rear of the building match the front in terms of materials. This would also include roof materials on the "Wing 'A' – Rear Elevation."

Brick is shown on every elevation, please see the material details. The rear does match the front in terms of materials. There was an error on "Wing 'A' – Rear Elevation" that did not show the gables that match throughout; the error has been corrected on the updated submittal.

20. Note that staff recommends that fiber cement siding be utilized, opposed to aluminum or vinyl.

Please see the materials details on the elevation. HKP is utilizing fiber cement siding.

21. Staff suggests that greater variation be provided, such as in the roofline or windows provided.

HKP appreciated the feedback, though the gabled roof, mix of materials, and window detail provide visual interest without overwhelming site lines.

22. Staff suggests a larger, more predominant entrance feature be included.

HKP appreciates the feedback, though the entrance is appropriate for the scale of the building.

23. Staff recommends providing color renderings with the Plan Commission submittal.

Please see the two color 11"x17" renderings.

Sign Plan

24. Staff recommends submitting sign details as part of the Special Use Application.

Please see sheet A.202.

25. Please be aware that a Sign Permit will be required for the proposed sign, prior to installation. Please contact the Building Inspection Department at 414-425-0084 regarding the approval process and any required application.

HKP will apply for the Sign Permit prior to installation.

Engineering Department Comments

- There are numerous references to the Town of Brownsburg and the State of Indiana on the sheet.

References removed and corrected.

- As discussed previously with the engineer, an easement must be obtained from Milwaukee County if the proposed pond outfall will be on County property as currently shown. The plans must specify that the infrastructure shown is on property not owned by the applicant.

HKP is aware of the required easement from Milwaukee County and same will be obtained prior to issuance of building permit. A note has been added that the property is not owned by applicant.

- As discussed previously with the engineer, if the existing storm sewer will be bypassed to the County property as currently shown, the existing outfall of the storm sewer must be determined so that pre and post-development conditions can be adequately compared.

The existing outfall will be televised to understand where it ultimately outfalls and to determine the pre- and post-development conditions.

- As shown the proposed contours do not properly tie in to the existing contours at the western and southern limits of the site.

Please see the updated Preliminary Utility Plan.

- As shown all offsite runoff from the west is conveyed over the parking lot curb, across the parking lot to the storm sewer, and to the proposed pond.

Please see the updated Preliminary Utility Plan. Additional catch basins provided to capture runoff from west property.

- As shown all runoff from south of the building is directed at the building.

Grading revised and additional catch basins provided to pick up drainage from south. Runoff now directed away from building.

- Any work, including the proposed ingress/egress, within the W. College Avenue right-of-way will require Milwaukee County review and approval.

Noted.

- A hydrant may be required onsite, located within a public easement. Please contact the Fire Department to discuss further.

Noted, HKP will work with the Fire Department to determine the necessity/location of a hydrant prior to issuance of building permit.

- Please be aware that the storm sewer must be a minimum of ten feet from any structures. Furthermore, water and storm sewers must be placed within an access easement.

Storm sewer is centered in the 20' setback. The centerline of the storm is at least 10' from the building and garage structures.

- Please submit storm sewer details (plan and profile) for Engineering Department review.

Storm sewer details will be submitted for review and approval prior to issuance of building permit.

- Please submit a grading plan showing the swale between the adjoining properties.

A grading plan will be submitted for review and approval prior to issuance of building permit.

- Please submit an erosion control plan for Engineering Department review.

An erosion control plan will be submitted for review and approval prior to issuance of building permit.

- Please be aware that a Plat of Survey will be required prior to issuance of a Building Permit.

A Plat of Survey will be submitted for review and approval prior to issuance of building permits.

Fire Department Comments

Fire Department Comments/Concerns:

- Fire Department administration has concerns over the cumulative impact of existing and planned senior housing on Emergency Medical Services (EMS) incident run volume. These developments tend to be higher than average users of EMS services, and the department has concerns over being able to handle increasing call volume with existing staffing levels. Response times for Fire and EMS incidents are likely to increase, and may not meet Department objectives and/or industry standard benchmarks.

Thank you for the feedback, HKP has reached out to the Fire Department to discuss their concerns.

Police Department Comments

The Franklin Police Department has reviewed the application for 3709 West College Avenue. The Police Department has no issues with this request.

Noted.

The Lakeview at Franklin
3709 W College Ave, Franklin, WI

Development Summary

The Lakeview at Franklin, located at 3709 W College Ave, Franklin, Wisconsin, will be a 48 unit independent living facility designed, marketed, and restricted to those aged 60-years and older. The community facility is proposed as an L-shaped, two-story, elevator equipped building. The unit mix includes 30 one-, and 18 two-bedroom units. The building will be wood frame construction, and the exterior will be brick and fiber cement siding providing different textures, colors, and materials to add visual interest. The variation in wall planes, exterior porches, and gabled pitched roof enhance the articulation of the building façade. Herman & Kittle Properties, Inc. (HKP) estimates the total development cost at approximately \$8,000,000. Site work will be \$720,000, and is included in the total development cost.

The Lakeview at Franklin will offer superior on-site amenities including an outdoor patio, exercise room, community room with kitchenette, library with computers and media space, wellness room, and a management and leasing office. The apartments will have modern kitchens with Energy Star dishwashers, refrigerators, and stove/ranges. They will come with large living spaces and bedrooms with walk in closets, in-unit washers and dryers, and in-building storage lockers provided free of charge. The project will be constructed to the standards of the Wisconsin Green Built Home program, providing superior energy efficiency features for residents. Surface parking and garage parking will be available.

The development will target households with incomes of 30%, 50%, and 60% of Area Median Household Income, adjusted for household size. There will also be eight market rate apartment homes. 30% AMI units are intended for residents who will receive supportive services with a priority for veterans. Residents in other units will also have access to services if they express an interest. Supportive services will be provided by Lutheran Social Services of Wisconsin and Upper Michigan, Inc. (LSS).

There will be a property manager on-site during normal business hours, who will oversee the day-to-day operations and handle the enforcement of property rules and policies including the enforcement of parking standards. Property management will handle the daily up-keep and repairs needed at the property. Landscaping, snow removal, and trash removal will be contracted out to third-party contractors.

HKP, in partnership with LSS, will be the developer, general contractor, property manager, and long-term owner of The Lakeview of Franklin. It is integral to our success to serve as a good neighbor to the community and as a partner to the City of Franklin. HKP estimates the development will provide \$45,000 in property taxes to the City of Franklin annually, and will provide quality, affordable housing to the City's residents.

Financial Plan for Development Implementation

The Lakeview at Franklin will be primarily financed through the Rental Housing Tax Credit (Tax Credit) program, administered by the Wisconsin Housing and Economic Development Authority (WHEDA). The Tax Credits are awarded through an annual competitive process. The application is due December 8, 2017 for the 2018 round. In addition, HKP estimates financing will include a construction loan, traditional permanent loan, a grant from the Federal Home Loan Bank of Cincinnati Affordable Housing Program, and local participation.

September 25, 2017
The Lakeview at Franklin

SECTION 15-3.0701 GENERAL STANDARDS FOR SPECIAL USES

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

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

The proposed development is compatible with the regulations of the zoning district applicable to the site, R-8 Multiple-Family Residence District. This development is also in harmony with the City of Franklin 2025 Comprehensive Master Plan, which specifies the site to be a multi-family use on the Future Land Use Map.

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

The proposed development will integrate well with the uses on the adjacent properties, which includes multi-family uses to the east and west, parkland to the south, and single family homes to the north. Herman & Kittle properties (HKP) has spoken with the adjacent property owners, who have expressed support for the proposed multi-family use.

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

The proposed development is a single two-story building, similar to the adjoining residential uses. The building will be set back over 250 feet from College Ave, and will not dominate the site line along the street. The development will not interfere with the use or development of the neighboring properties, due to the use's height, density, and design aesthetics being generally consistent with those of the other immediately surrounding multifamily uses.

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

The proposed development will be adequately served by the above listed essential public facilities and services. The proposed development will include an age restriction of 60 years old, so it will not have an impact on the school system. The development will also be an independent living community, and would therefore have a lesser impact on the police and fire protection services potentially generated by an assisted living facility or nursing home.

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

The proposed development will have a single point of access from College Avenue, and will not draw traffic through residential streets. The proposed development's site plan includes 70 total parking spots, exceeding by 4 parking spaces the requirement of City of Franklin zoning code. HKP has extensive experience managing similar independent living communities and has found the average numbers of cars per household is one to one and a half, with even fewer spaces being appropriate when a property such as the subject is located in such close proximity to public transportation and robust selection of amenities.

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

The only natural, scenic, or historic feature of significant importance on the site is a woodland in the southwest corner, which will be preserved during construction of the proposed use.

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

The proposed project will comply with applicable regulations unless modified by the Common Council.

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

The proposed use is not in a zoning district that has special standards, so the above does not apply.

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

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

The proposed development, at the proposed location, will contribute to the general welfare of the neighborhood, and serves the City of Franklin more broadly.

A market study completed by an independent third party found a clear demand for additional age restricted affordable and market rate housing in Franklin. The market study provider found that all other senior properties in the area are fully occupied, many with waiting lists. The Lakeview at Franklin would provide a release valve for the pent up demand for this type and quality of housing.

HKP, in partnership with Lutheran Social Services of Wisconsin and Upper Michigan, Inc., will be the developer, general contractor, property manager, and long-term owner of The Lakeview of Franklin. It is integral to our success to serve as a good neighbor to the community and a partner to the City of Franklin. When completed, The Lakeview at Franklin is estimated to generate approximately \$45,000 in tax revenue annually for the City of Franklin

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

The proposed development is appropriate for the site, as it is adjacent to multi-family residential to the east and west. Additionally, the location is well suited for the type of development HKP is proposing, as the residents who will live at The Lakeview at Franklin will have access to a wide array of amenities as well as public transportation. The development will be adjacent to Grobschmidt Park, which includes a walking path around Mud Lake. There is a fixed route bus stop 0.1 miles from the site, which provides access to Aurora-St. Lukes Medical Center, Southgate Marketplace, Wilson Park & Senior Center, Mitchell Park Conservatory, and the Franklin Wal-Mart. There is also a commercial and retail node 0.6 miles from the site, which includes a Walgreens, grocery store, Wal-Mart, Home Depot, restaurants, coffee shops, bank, and gas station.

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

The proposed development will take all steps to mitigate any adverse impacts on the immediate vicinity. This includes, but is not limited to, creation of a stormwater management plan that will cause no adverse impact on neighboring residential properties, appropriate landscaping and screening in compliance with zoning regulations, and thoughtful building design and placement making the development an asset to the community.

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

The use is compatible with the uses in the surrounding area, which includes multifamily developments, single family homes, and parkland. The proposed use is in line with the density of adjacent properties.

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

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

Table 15-3.0502

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

STEP 1:	Indicate the total gross site area (in acres) as determined by an actual on-site boundary survey of the property.	4.12 acres
STEP 2:	Subtract (-) land which constitutes any existing dedicated public street rights-of-way, land located within the ultimate road rights-of-way of existing roads, the rights-of-way of major utilities, and any dedicated public park and/or school site area.	- 0 acres
STEP 3:	Subtract (-) land which, as a part of a previously approved development or land division, was reserved for open space.	- 0 acres
STEP 4:	In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed residential use, subtract (-) the land proposed for nonresidential uses; or In the case of " <i>Site Intensity and Capacity Calculations</i> " for a proposed nonresidential use, subtract (-) the land proposed for residential uses.	- 0 acres
STEP 5:	Equals "Base Site Area"	= 4.12 acres

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

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

Table 15-3.0503

WORKSHEET FOR THE CALCULATION OF RESOURCE PROTECTION LAND

Natural Resource Feature	Protection Standard Based Upon Zoning District Type (circle applicable standard from Table 15-4.0100 for the type of zoning district in which the parcel is located)			Acres of Land in Resource Feature	
	Agricultural District	Residential District	Non- Residential District.		
Steep Slopes:					
10-19%	0.00	0.60	0.40	X <u>0</u>	<u>0</u>
				= <u>0</u>	<u>0</u>
20 - 30%	0.65	0.75	0.70	X <u>0</u>	<u>0</u>
				= <u>0</u>	<u>0</u>
+ 30%	0.90	0.85	0.80	X <u>0</u>	<u>0</u>
				= <u>0</u>	<u>0</u>
Woodlands & Forests:					
Mature	0.70	0.70	0.70	X <u>0.10</u>	<u>0.07</u>
				= <u>0</u>	<u>0</u>
Young	0.50	0.50	0.50	X <u>0</u>	<u>0</u>
				= <u>0</u>	<u>0</u>
Lakes & Ponds	1	1	1	X <u>0</u>	<u>0</u>
				= <u>0</u>	<u>0</u>
Streams	1	1	1	X <u>0</u>	<u>0</u>
				= <u>0</u>	<u>0</u>
Shore Buffer	1	1	1	X <u>0</u>	<u>0</u>
				= <u>0</u>	<u>0</u>
Floodplains	1	1	1	X <u>0</u>	<u>0</u>
				= <u>0</u>	<u>0</u>
Wetland Buffers	1	1	1	X <u>0</u>	<u>0</u>
				= <u>0</u>	<u>0</u>
Wetlands & Shoreland Wetlands	1	1	1	X <u>0</u>	<u>0</u>
				= <u>0</u>	<u>0</u>
TOTAL RESOURCE PROTECTION LAND (Total of Acres of Land in Resource Feature to be Protected)					0.07

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

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

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

Table 15-3.0504**WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND
CAPACITY FOR RESIDENTIAL DEVELOPMENT**

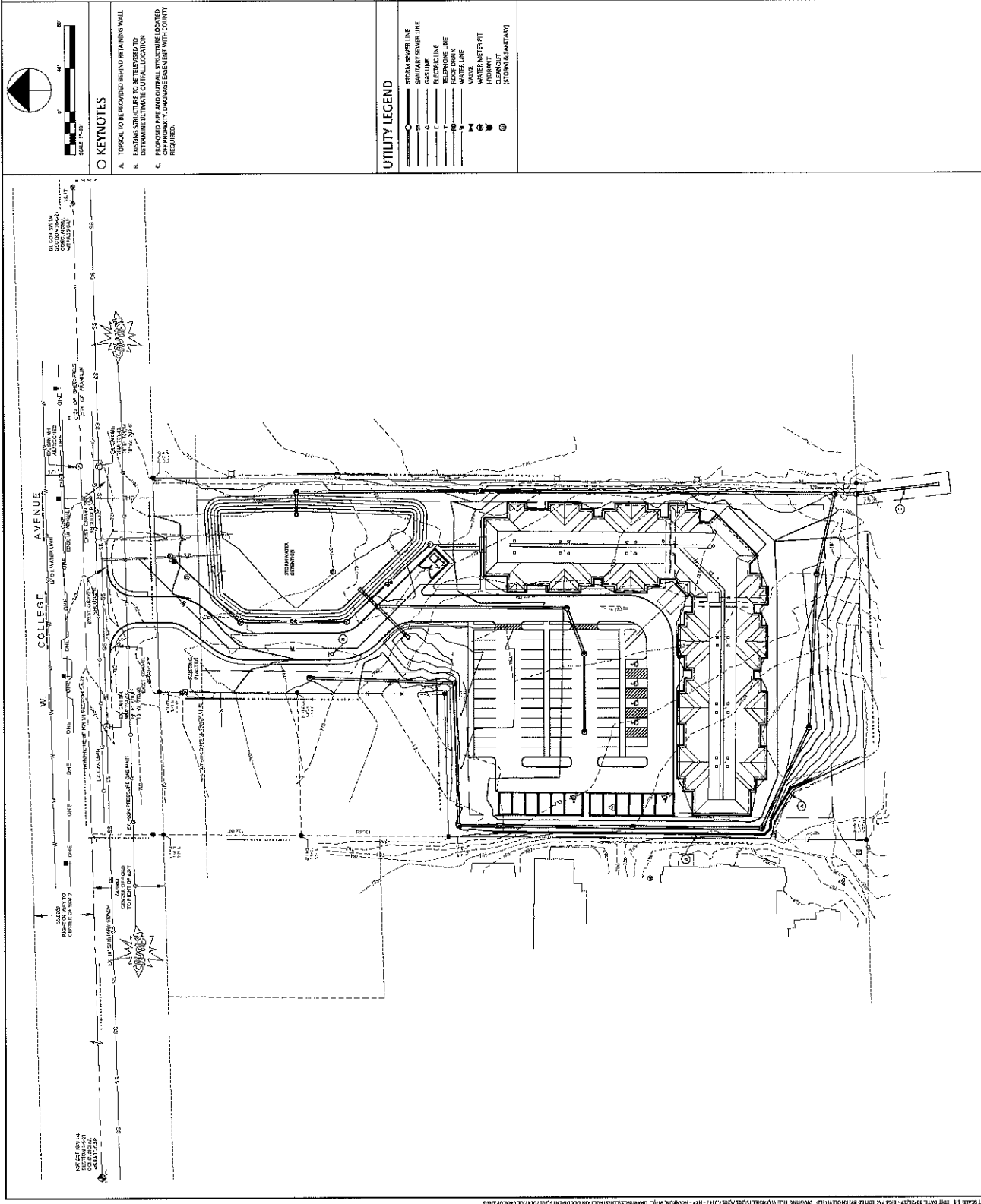
STEP 1:	CALCULATE MINIMAL REQUIRED ON-SITE OPEN SPACE Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>4.12</u> Multiply by Minimum <i>Open Space Ratio (OSR)</i> (see specific residential zoning district OSR standard): X <u>0.35</u> Equals MINIMUM REQUIRED ON-SITE OPEN SPACE = 1.44 acres
STEP 2:	CALCULATE NET BUILDABLE SITE AREA: Take <i>Base Site Area</i> (from Step 5 in Table 15-3.0502): <u>4.12</u> Subtract <i>Total Resource Protection Land</i> from Table 15-3.0503) or <i>Minimum Required On-Site Open Space</i> (from Step 1 above), whichever is greater: <u>1.44</u> Equals NET BUILDABLE SITE AREA = 2.68 acres
STEP 3:	CALCULATE MAXIMUM NET DENSITY YIELD OF SITE: Take <i>Net Buildable Site Area</i> (from Step 2 above): <u>2.68</u> Multiply by Maximum <i>Net Density (ND)</i> (see specific residential zoning district ND standard): X <u>8.0</u> Equals MAXIMUM NET DENSITY YIELD OF SITE = 21.44 D.U.s
STEP 4:	CALCULATE MAXIMUM GROSS DENSITY YIELD OF SITE: Take <i>Base Site Area</i> (from Step 5 of Table 15-3.0502): <u>4.12</u> Multiply by Maximum <i>Gross Density (GD)</i> (see specific residential zoning district GD standard): X <u>6.1</u> Equals MAXIMUM GROSS DENSITY YIELD OF SITE = 25.13 D.U.s
STEP 5:	DETERMINE MAXIMUM PERMITTED D.U.s OF SITE: Take the <i>lowest</i> of Maximum Net Density Yield of Site (from Step 3 above) or Maximum Gross Density Yield of Site (from Step 4 above): 21.44 D.U.s

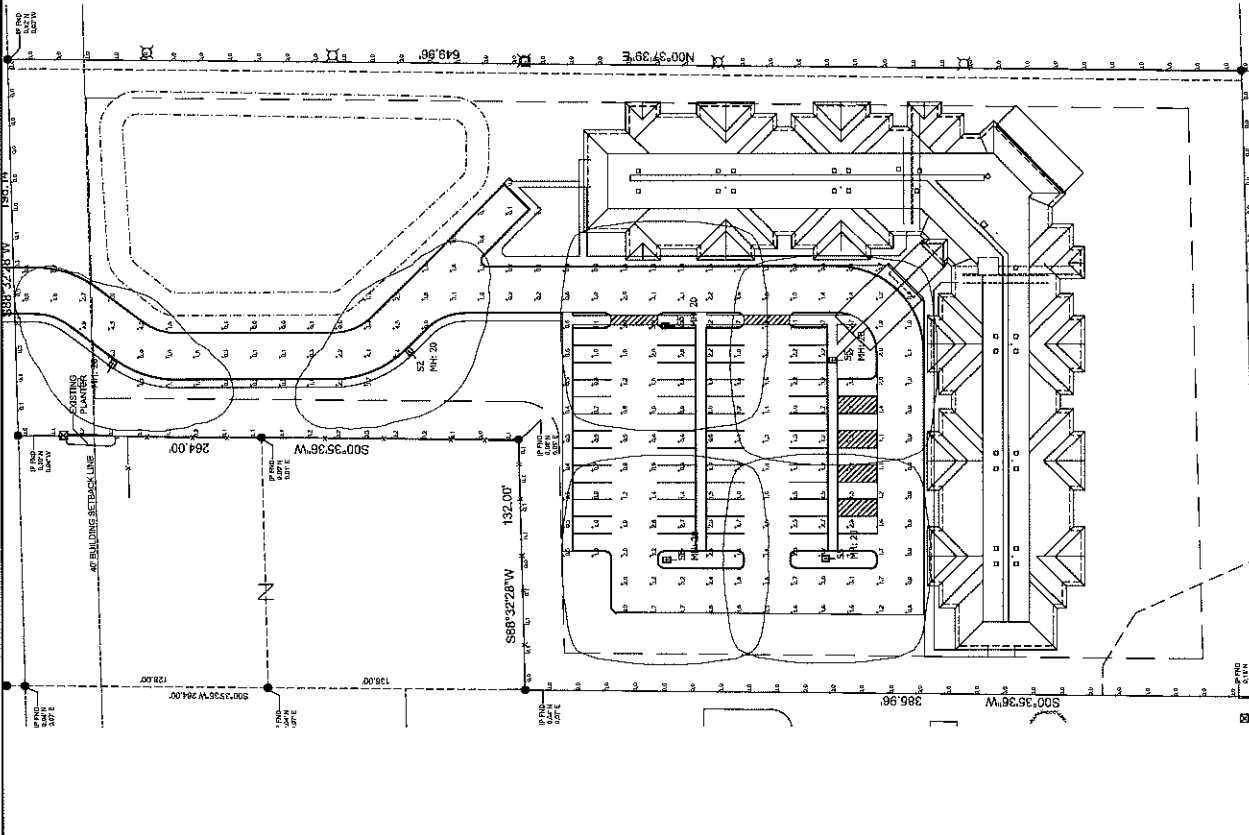
GENERAL NOTES

- EXISTING UTILITIES SHOWN FOR INFORMATION ONLY. THE ENGINEER HAS NOT VERIFIED THE LOCATION OR DEPTH OF ANY UTILITIES. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
- ALL UTILITIES SHALL BE DEEPER THAN THE MINIMUM COVER REQUIREMENTS SPECIFIED BY THE CITY OF MILWAUKEE.
- ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF MILWAUKEE STANDARDS.
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EXISTING LEGEND

- STORM DRAINAGE
- SEWER DRAINAGE
- WATER DRAINAGE
- TELEPHONE DRAINAGE
- POWER DRAINAGE
- STORM DRAINAGE
- SEWER DRAINAGE
- WATER DRAINAGE
- TELEPHONE DRAINAGE
- POWER DRAINAGE





Based on the information provided, all dimensions and luminaires shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions. This lighting plan represents illumination areas calculated from laboratory data taken under controlled conditions in accordance with Illuminating Engineering Society approved methods. Actual performance of any luminaire may vary due to weather, site conditions, and other variables not shown.

HKP
Franklin, WI

Fixture Type
S2

Quantity
154

Notes
1. All luminaires shall be installed in accordance with the manufacturer's instructions.
2. All luminaires shall be installed in accordance with the manufacturer's instructions.
3. All luminaires shall be installed in accordance with the manufacturer's instructions.

Diagram of HKP fixture S2 showing beam spread and mounting details.

1. All luminaires shall be installed in accordance with the manufacturer's instructions.
2. All luminaires shall be installed in accordance with the manufacturer's instructions.
3. All luminaires shall be installed in accordance with the manufacturer's instructions.

HLP
Franklin, WI

Fixture Type
S2

Quantity
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Diagram of HLP fixture S2 showing beam spread and mounting details.

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CBMC • LIGHTING SOLUTIONS
5855 KOPETSKY DR | INDIANAPOLIS, IN 46217
317-780-8350 | WWW.CBMCINC.COM

SITE LAYOUT
HKP - Franklin, WI

STAMP

NO	DATE	BY
1	09/27/2017	WJ

CB11815-SITE-R1
DRAWING NUMBER
9/27/17
ISSUE DATE
SJM

DESIGNER
SJM

SCALE
1" = 30'

SHEET
1 OF 3

REVISIONS	NO	DATE	BY
1	09/27/2017	WJ	

PHOTOMETRIC NOTES	
MOUNTING HEIGHT	20'
LIGHT LOSS FACTOR	0.90
REFLECTANCES	-
FOOTCANDLES CALCULATED AT	@ GRADE

Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Lum. Lumens	LF	Description	Lum. Wats	Total Wats
S2	4	S2	SINGLE	19500	0.900	SINGLE DL11533 / 20FT POLE	154	624
S2	2	S2	SINGLE	19666	0.900	SINGLE DL12062 / 20FT POLE	154	308

Calculation Summary						
Label	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking Lot & Drive	Fc	3.60	6.4	0.0	N.A.	N.A.
Property Line	Fc	0.04	0.5	0.0	N.A.	N.A.



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E

PROJECT TITLE

THE LAKEVIEW
at FRANKLIN
3709 West College Avenue
Franklin, Wisconsin

QUESTIONS

Planting Plan

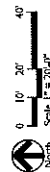
ISSUED FOR	DATE
REVISIONS	DATE
MARK DESCRIPTION	

DO NOT SCALE PRINTS - USE
FIGURED DIMENSIONS ONLY

HKP^{xx-xxx}

Sheet No.

L101a



context
DESIGN

GENERAL LANDSCAPE AND
PLANTING NOTES

- [illegible]

ORDINANCE REQUIREMENTS

Zoning R-8 Multi-family
Adjacent Zoning Uses:
East: R-8
South: R-1
West: R-8
North: Neighboring Single Family dwellings

2015年10月

Requirement: 1.5 calogy. 1 tree/shrubling unit (DU) = 1 evergreen tree/ 1 DU + 1 deciduous tree/ 1 DU + 3 shrub/ 1 DU
Required: 48 Dwelling Units = 72 calogy trees = 48 evergreen trees + 48 deciduous trees + 144 shrubs
Provided: 90 planting trees to remain (assumption to be verified) = 63 calogy trees + 48 deciduous trees + 144 shrubs

BUFFERS

Requirement: For uses that are, in fact, increase minimum planning requirements by 20%.

SNOW STORAGE AREAS

Requirements: Provide 10% area for all parking and loading area pavement.
Required: 39,236 s.f. paved parking/loading area @ 10% = 3,924 s.f. above storage
 Provided: 3,061 s.f. new pavement. Order to allow for electrical in/above.

IRRIGATION: Refer to note 17. Irrigation design shall be provided by the Contractor as

an design build system.

[illegible]

STANDARDIZATION AND VALIDATION

0 10' 20' 40'



North Scale 1" = 20' 0"

[illegible]



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2

PROJECT TITLE

THE LAKEVIEW
at FRANKLIN
3709 West College Avenue
Franklin, Wisconsin

3709 West College Avenue
Franklin, Wisconsin

QUESTIONS

Planting Plan

[illegible]DO NOT SCALE PRINTS - USE
FIGURED DIMENSIONS ONLY
JOB NO.

HKPxx-xxx

L102a



context
DESIGN

U.S. Main 98.524.200 | Portland, IN 46090

GENERAL LANDSCAPE AND PLANTING NOTES

- [illegible]

ORDINANCE REQUIREMENTS

Zernip; Pat Mckinstry
Adelcent Zornig/Lars
Emil Rø
Søren P.
West Rø
Morte Nise who Sørde Emilie mullens

STUDY RATIONALE

MILWAUKEE PLAZA INC.
 Requirement: 1.5 canopy trawldwelling unit (DU) + 1 evergreen tree/ 45 decorative trees DU = 3 standard DU
 Required: 48 Dwelling Units = 72 canopy trees + 48 evergreen trees = 45 decorative trees + 144 shrubs
 Provided: 9 existing trees to remain (assumption to be verified) + 63 canopy trees + 48 evergreen trees = 48 decorative trees + 144 shrubs

References

Equipment: For trees that are less intense, increase minimum planting requirements by 20%.

Replant: add 15 canopy trees + 10 evergreen trees + 10 decorative trees + 25 shrubs along south border/park, use

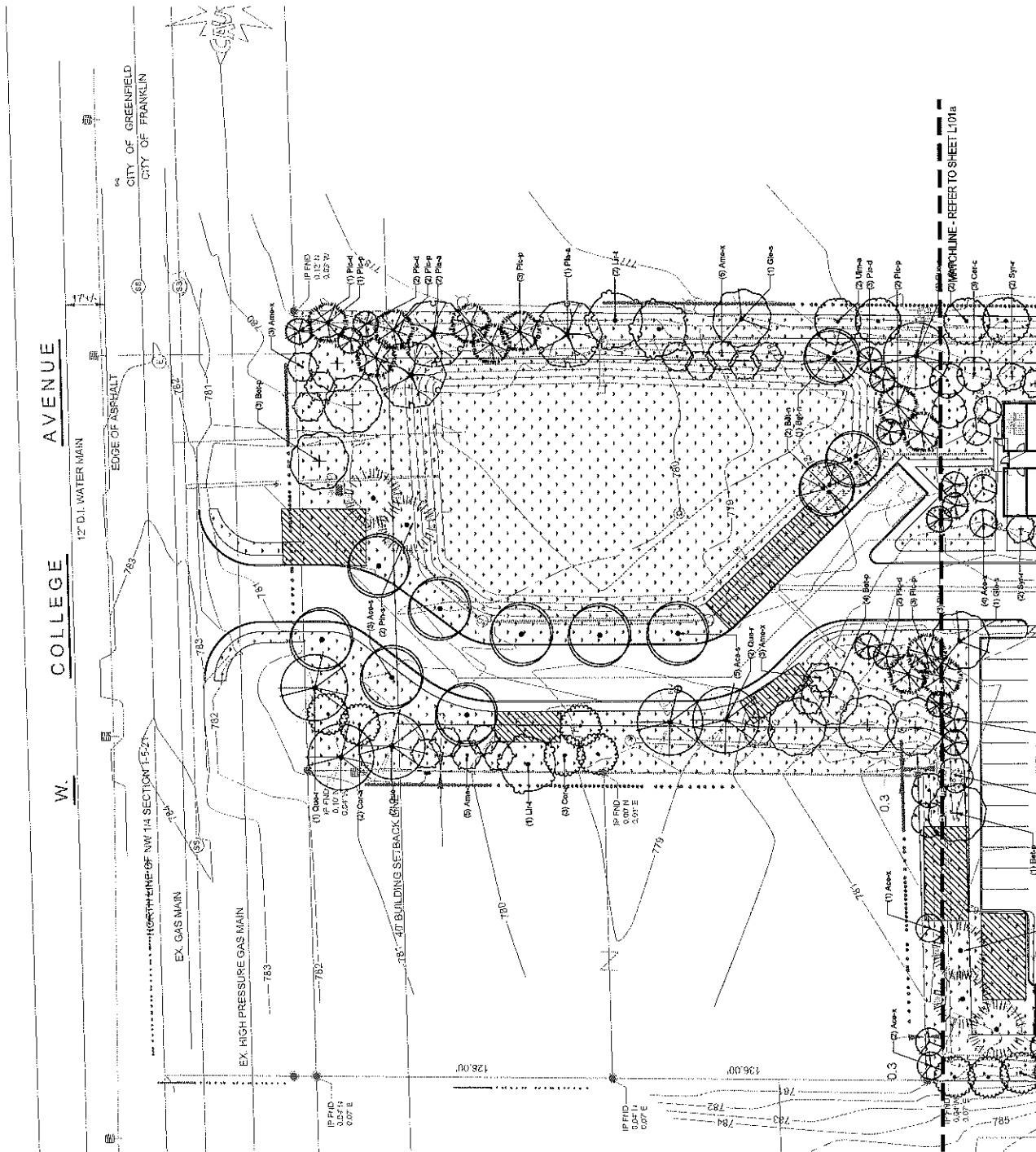
Provided: an additional 15 canopy trees + 10 evergreen trees + 10 decorative trees = 29

NEW STORAGE AREAS

SNOW STORAGE AREAS
 Required: Provide 10% area for all parking and loading zone pavement.
 Required: 39,236 s.f. paved parking/loading area @ 10% = 3,924 s.f. snow storage
 Required: 3,924 s.f. paved storage. Deduct 1% for storage, 1% for storage, 1% for storage.

INDICATION: Refer to note 12. Information does not vary by the Contractor as

as mentioned in an interview for this release on July 17, 1991. The system is being upgraded to a modern building system.





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PROJECT TITLE

SHEET TITLE

[illegible]

HKPxx-xxx
SHEET NUMBER

L102



ORDINANCE REQUIREMENTS

Zoology: Rubi Multi-family
 Aquatic: Zontal/Isos:
 East: R-8
 South: P-1
 West: R-8
 North: North Side Family: 800-800

SCIENTIFIC PRINCIPLES

MINIMUM PLANTINGS
 Requirement: 1.5 canopy transplanted units (DU) + 1 evergreen tree/1 DU + decorative tree/ DU + 3 shrub/ DU
 Required: 48 Dwelling Units = 72 canopy trees + 48 evergreen trees + 48 shrubs
 trees + 144 shrubs
 Provision: 9 existing trees to remain (assumption to be verified) + 32 canopy/1 evergreen trees + 48 decorative trees + 144 shrubs

BLUE RS

Requirement: For trees that are less than 100 years old, the following planting requirements apply:

- **Requirement 1:** For trees that are less than 100 years old, the following planting requirements apply:
- **Requirement 2:** For trees that are less than 100 years old, the following planting requirements apply:

SNOW STORAGE AREAS

SNOW STORAGE AREAS
Requirement: Provide 10% area for all parking and loading area pavement.
Required: 39,296 s.f. paved parking/loading area @ 10% = 3,924 s.f. snow
Provided: 3,991 s.f. snow storage. Refer to plan for storage locations.

IRRIGATION: Rotor 12 notes

THESE ILLUSTRATIONS ARE PROVIDED BY THE CANNONER AS A DESIGN BUILD SYSTEM.



A vertical rectangular box with a diagonal hatching pattern, representing a wall or boundary.

 snow storage areas



HERMAN & KITTLE
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515.281.1111
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DATE: 10/20/2017
BY: [Signature]

PROJECT TITLE
SENIOR APARTMENTS
THE LAKEVIEW AT FRANKLIN
FRANKLIN, IA 53221
COUNTY, STATE

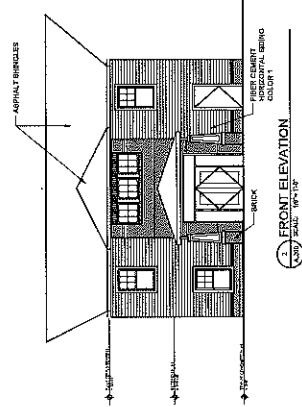
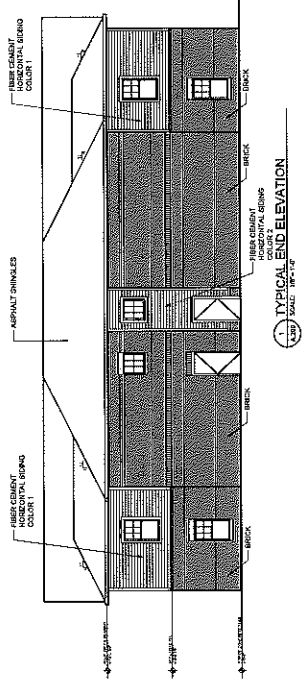
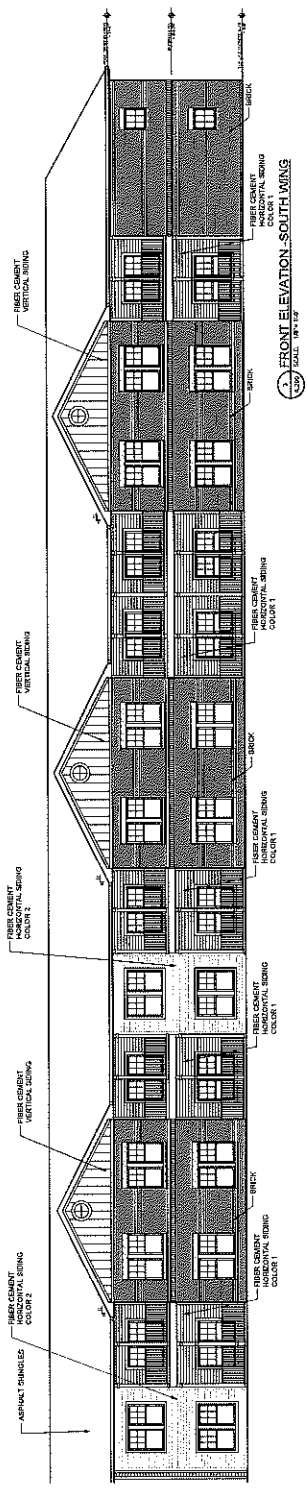
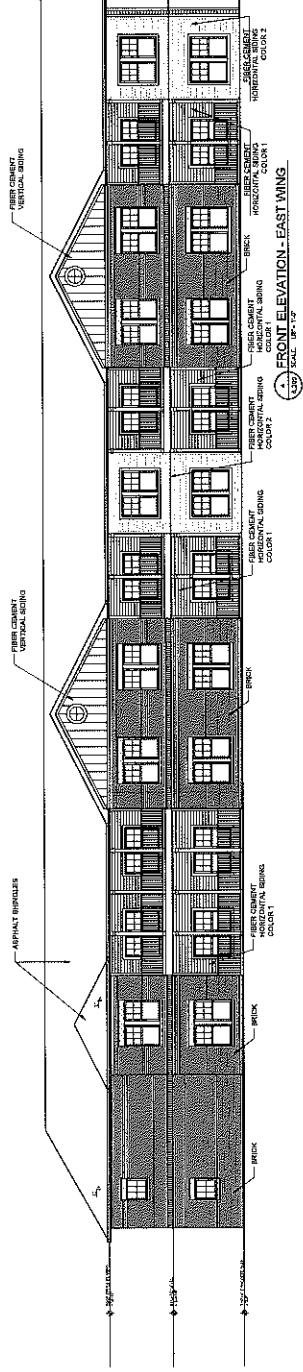
SHEET NO. 17-015
DATE 10/20/2017

REVISIONS
DATE
DESCRIPTION

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PROJECT NO. 17-015

SHEET TITLE
FRONT ELEVATIONS

SHEET NUMBER
A.200





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O 09/04/2017 AT 10:00 AM
SEAL

PROJECT TITLE
SENIOR APARTMENTS
THE LAKEVIEW AT FRANKLIN
FRANKLIN, WI 53221
COUNTY, STATE

REVISIONS
DATE
10/03/2017

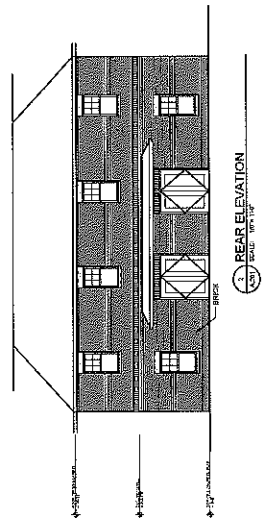
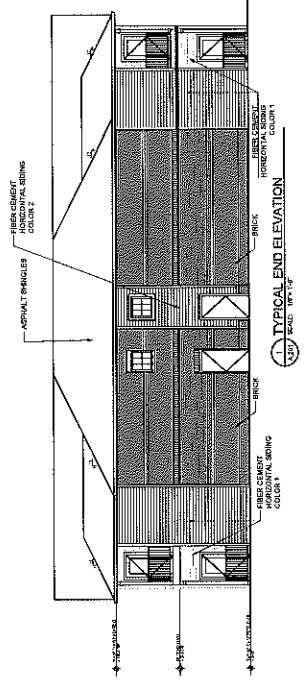
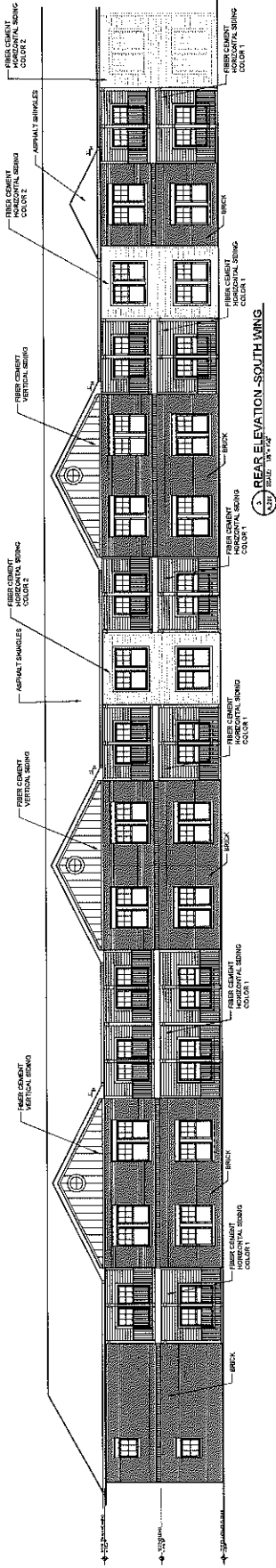
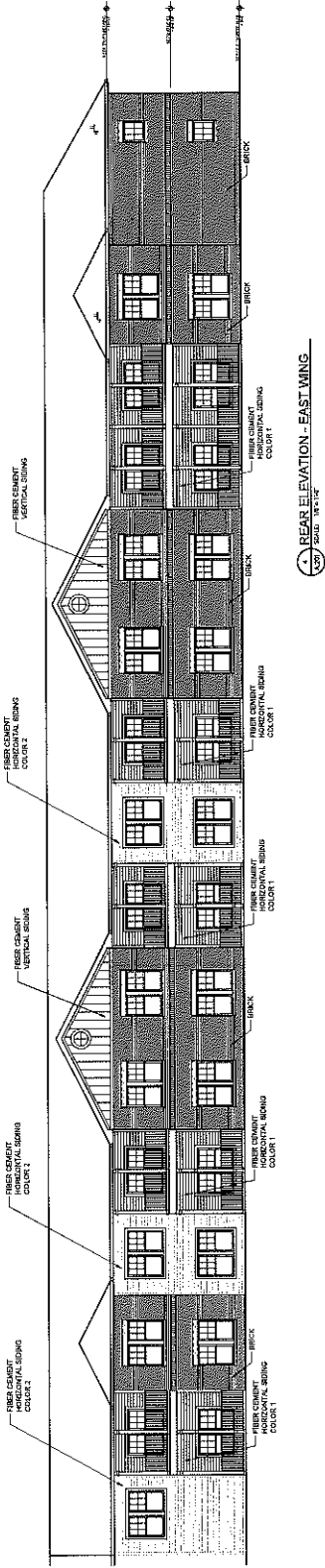
REVISIONS
DATE

DO NOT SCALE PRINTS - USE
FIGURED DIMENSIONS ONLY

PROJECT NO.
17-015

SHEET TITLE
REAR
ELEVATIONS

SHEET NUMBER
A.201





THE RESEARCHER THAT GETS THROUGH WITH JOURNALISM CANNOT BE A RESEARCHER IN THE FIELD OF JOURNALISM.

SENIOR APARTMENTS
THE LAKEVIEW AT FRANKLIN
3709 W. COLLEGE AVE.
FRANKLIN, WI 53221
COUNTY, STATE

GROUP FOR DATE
SPECIAL USE PERMIT 10-06-2017

REVISIONS	DATE
MARK DESCRIPTION	

[illegible]

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FIGURED DIMENSIONS ONLY

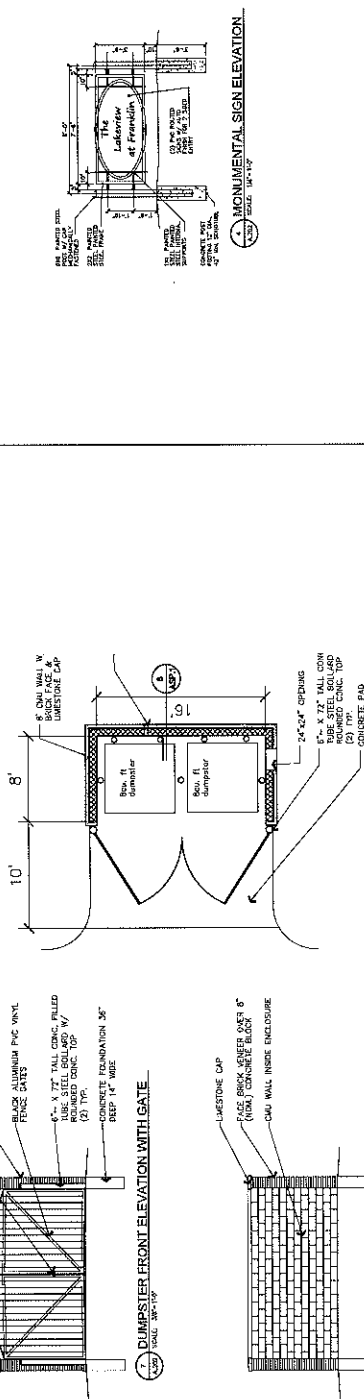
PROJECT NO.

SHEET TITLE

**GARAGE,
DUMPSTER ENCLOSURE,
AND MONUMENTAL
SIGN ELEVATIONS**

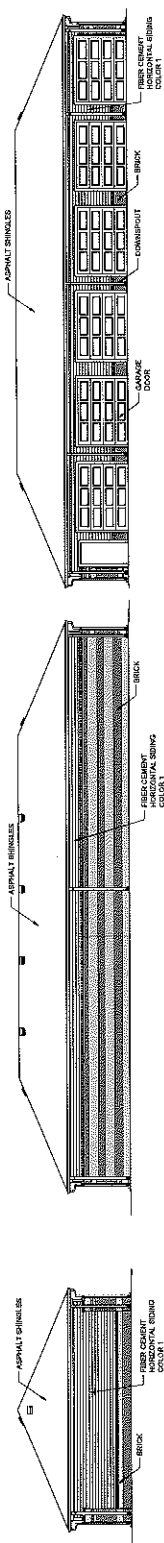
SUBJECT NUMBER

A.202



3 DUMPSTER ENCLOSURE PLAN
A-202 SCALE: 3/8" = 1'-0"

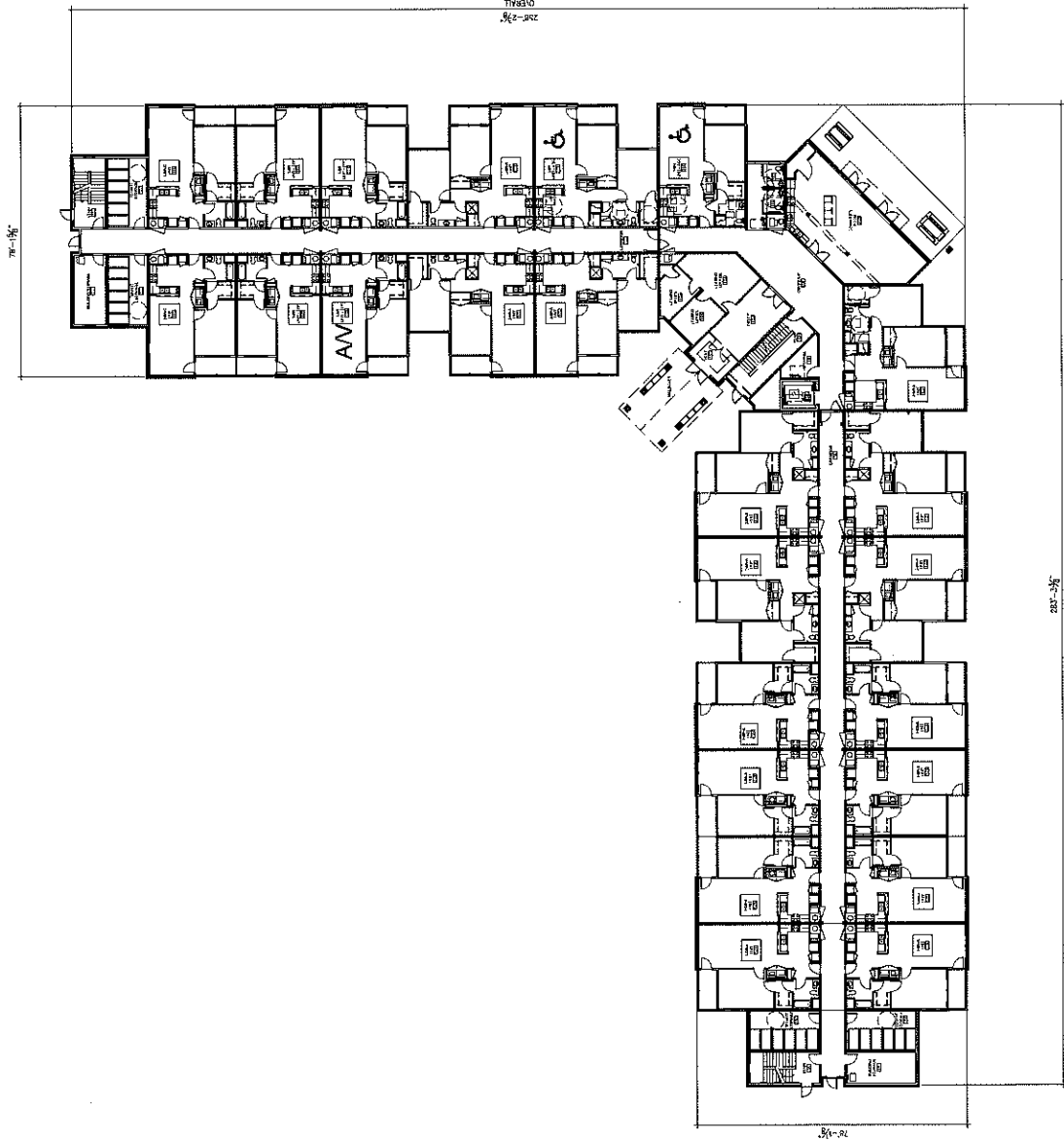
6 DUMPSTER FRONT ELEVATION (WITHOUT GATE)



1 GARAGE FRONT ELEVATION
SCALE: 1/8" = 1'-0"

2 GARAGE REAR ELEVATION
DATE 1/28-13

1 GARAGE SIDE ELEVATION
SCALE 1/8" = 1'-0"



BUILDING AREAS
 1.000 1ST FLOOR AREA
 2.000 2ND FLOOR AREA
 3.000 3RD FLOOR AREA
 4.000 4TH FLOOR AREA
 5.000 5TH FLOOR AREA
 6.000 6TH FLOOR AREA
 7.000 7TH FLOOR AREA
 8.000 8TH FLOOR AREA
 9.000 9TH FLOOR AREA
 10.000 10TH FLOOR AREA
 11.000 11TH FLOOR AREA
 12.000 12TH FLOOR AREA
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1ST FLOOR BUILDING PLAN
 SCALE: 1/8" = 1'-0"
 1/8" = 1'-0"

UNITS
 UNIT TYPE TOTAL
 1-BEDROOM 2
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 99-BEDROOM 2
 100-BEDROOM 2



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PROJECT TITLE

SENIOR APARTMENTS
THE LAKEVIEW AT FRANKLIN
3709 W. COLLEGE AVE.
FRANKLIN, WI 53221
COUNTY, STATE

DATE FOR
SHEET USE 10/30/2017

REVISIONS

DATE

DESCRIPTION

DATE

DESCRIPTION

DATE

DESCRIPTION

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UNITS

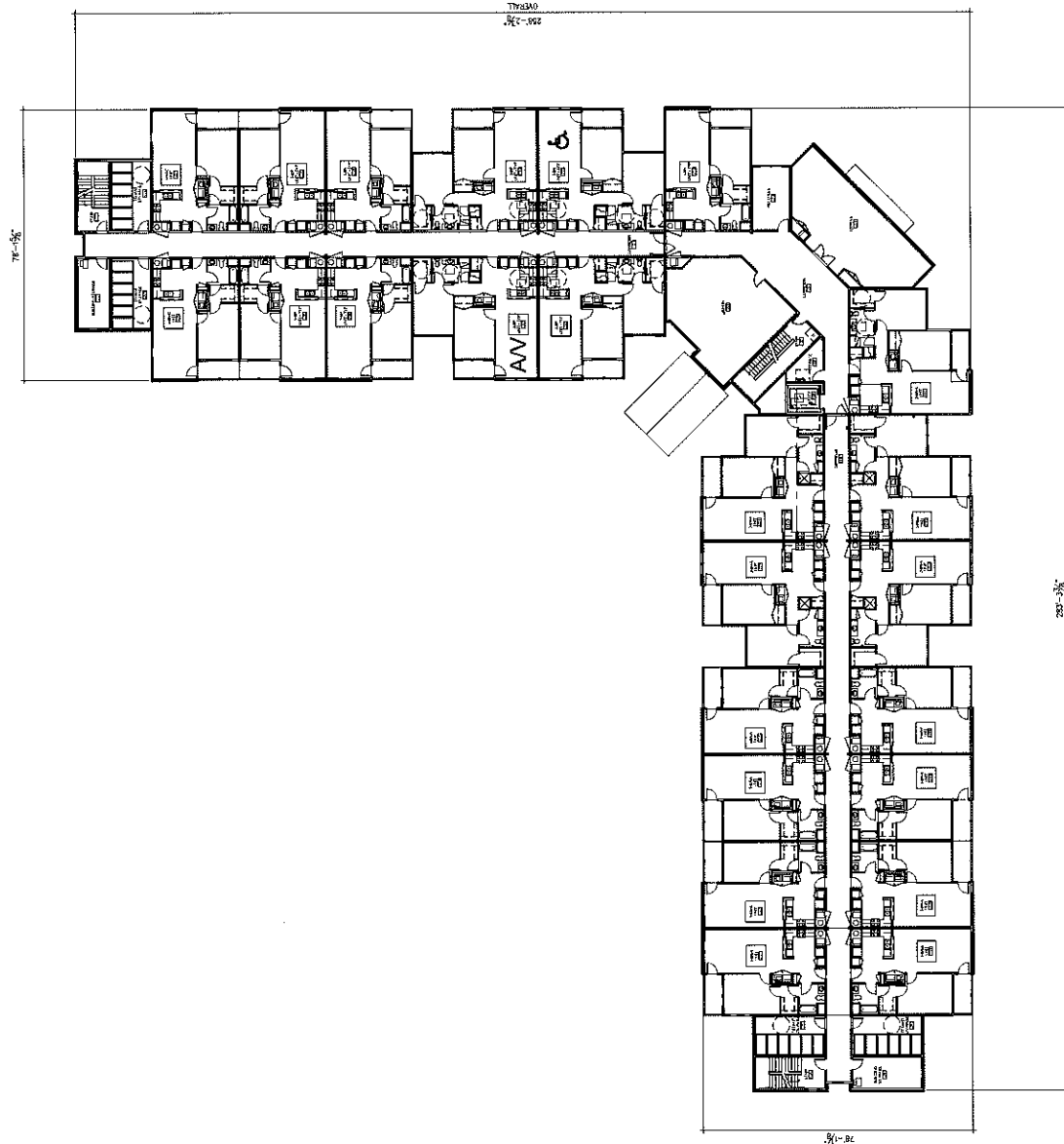
UNIT TYPE	TOTAL	% ACCESSIBLE
1-BEDROOM	10	2
2-BEDROOM	10	2
3-BEDROOM	10	2
TOTAL	30	6

BUILDING AREAS

1-BEDROOM	1,000 SF
2-BEDROOM	1,000 SF
3-BEDROOM	1,000 SF
COMMON AREAS	1,000 SF
STAIRS	1,000 SF
SECOND FLOOR TOTAL	5,000 SF

SECOND FLOOR BUILDING PLAN

SCALE: 1/8" = 1'-0"



UNITS

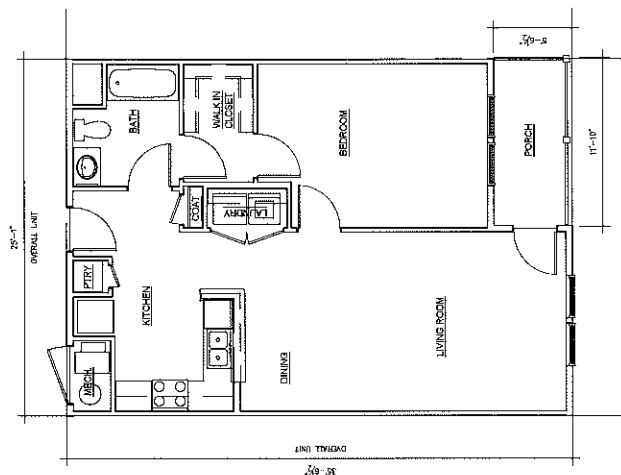
UNIT TYPE	TOTAL	% ACCESSIBLE
1-BEDROOM	10	2
2-BEDROOM	10	2
3-BEDROOM	10	2
TOTAL	30	6

BUILDING AREAS

1-BEDROOM	1,000 SF
2-BEDROOM	1,000 SF
3-BEDROOM	1,000 SF
COMMON AREAS	1,000 SF
STAIRS	1,000 SF
SECOND FLOOR TOTAL	5,000 SF

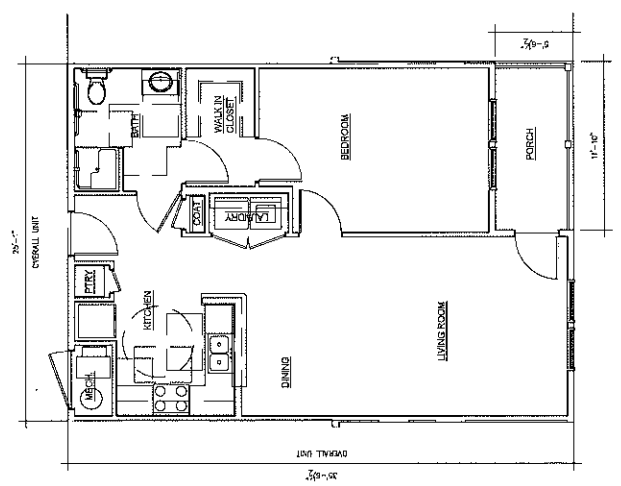
SECOND FLOOR BUILDING PLAN

SCALE: 1/8" = 1'-0"



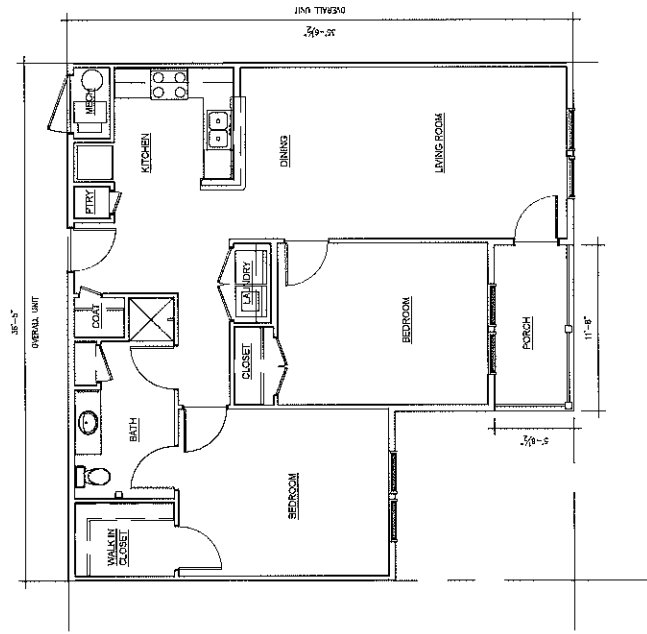
TYPICAL 1-BEDROOM UNIT PLAN
 SCALE: 1/8" = 1'-0"

AREAS
 127 SF NET UNIT (INCLUDING WALK-IN CLOSET)
 42 SF NET BALCONY
 652 GROSS SF



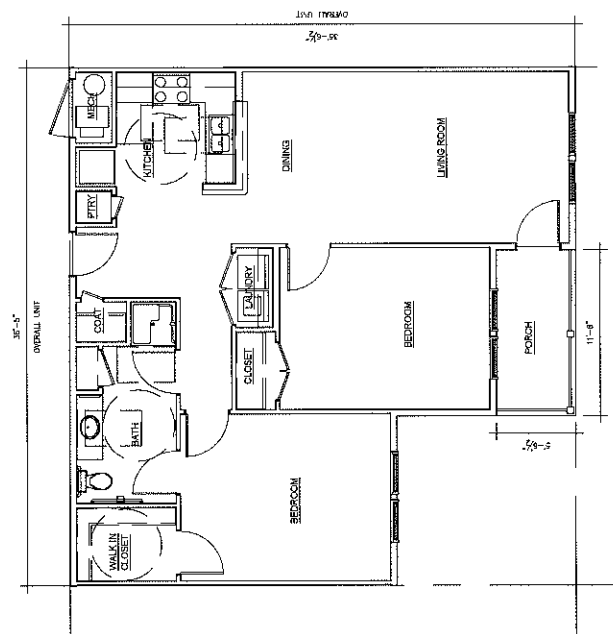
ACCESSIBLE 1-BEDROOM UNIT PLAN
 SCALE: 1/8" = 1'-0"

AREAS
 127 SF NET UNIT (INCLUDING WALK-IN CLOSET)
 42 SF NET BALCONY
 652 GROSS SF



1. TYPICAL 2-BEDROOM UNIT PLAN
 SCALE: 1/4" = 1'-0"

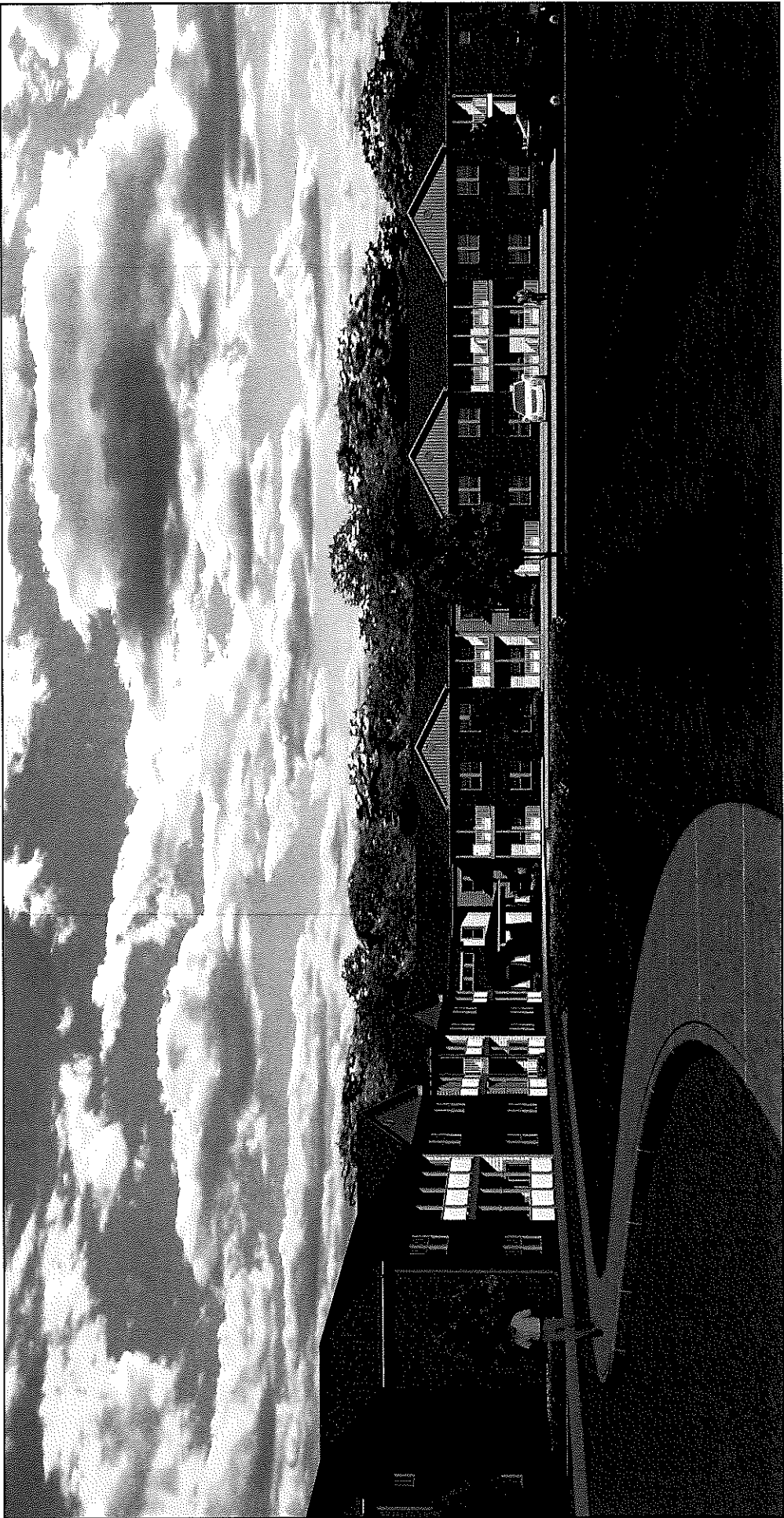
AREAS
 204 SQT. FLOOR
 43 SQT. BATH
 114 SQT. PORCH



1. ACCESSIBLE 2-BEDROOM UNIT PLAN
 SCALE: 1/4" = 1'-0"

AREAS
 204 SQT. FLOOR
 43 SQT. BATH
 114 SQT. PORCH





RESOLUTION NO. 2017-_____

A RESOLUTION TO AMEND RESOLUTION NO. 2017-7246 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)

WHEREAS, Herman & Kittle Properties, Inc. having petitioned the City of Franklin for the approval of an amendment to Resolution No. 2017-7246, conditionally approving a Special Use for a two-story, 48 unit multi-family senior independent living apartment complex development use, upon property located at 3709 West College Avenue, such property being zoned R-8 Multiple-Family Residence District, more particularly described as follows:

Parcel 1 of Certified Survey Map No. 6537 being part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 1, Town 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin excepting therefrom the following: Beginning at the southeast corner of Parcel 2 as recorded in said Certified Survey Map No. 6537; thence South 88°32'26" West along the southerly line of said Parcel 2, 132.00 feet to the southwest corner of said Parcel 2; thence South 00°35'36" West along the westerly line of said Parcel 1, 136.00 feet; thence North 88°32'28" East 132.00 feet; thence North 00°35'36" East 136.00 feet to the place of beginning. Containing a net area of 4.1204 acres or 179,487 square feet of land; Tax Key No. 713-9996-003; and

WHEREAS, such proposed amendment being for the purpose of constructing a 30,230 square foot, two-story, 48 unit (30 one-bedroom and 18 two-bedroom units with 70 parking spaces and associated landscaping and lighting) senior independent living apartment complex which will be designed, marketed and restricted to those 55 years and older with household incomes of 30%, 50% and 60% of Area Median Household Income, with 8 units proposed as market rate units; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 9th day of November, 2017, and the Plan Commission thereafter having determined to recommend that the proposed amendment to Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed amendment

HERMAN & KITTLE PROPERTIES, INC. – AMENDMENT TO SPECIAL USE
RESOLUTION NO. 2017-_____

Page 2

to Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

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

1. That this amendment to Special Use is approved only for the use of the subject property by Herman & Kittle Properties, Inc., successors and assigns, for The Lakeview at Franklin senior independent living apartment complex development, which shall be developed in substantial compliance with and constructed, operated and maintained by Herman & Kittle Properties, Inc., pursuant to those plans City file-stamped October 30, 2017 and annexed hereto and incorporated herein as Exhibit A.
2. Herman & Kittle Properties, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consultants to the City of Franklin, for The Lakeview at Franklin senior independent living apartment complex development project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Herman & Kittle Properties, Inc. and The Lakeview at Franklin senior independent living apartment complex development project for the property located at 3709 West College Avenue: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and

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4. ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
5. Herman & Kittle Properties, Inc. and any owner of the property, as a condition of approval of this Resolution, shall enter into an agreement with the City providing that in the event the land and/or building to be developed hereunder be exempt from general property taxation at any time, that such property shall be subject to an annual payment in lieu of taxes to the City by the owner(s) of the property in an amount that would be equal to the amount that would be levied as the annual City general property tax upon the real and personal property were it not exempt from taxation. Such payments to the City shall be due and payable from time to time as and when general property taxes are due and payable. The agreement shall be prepared by the City Attorney and executed by the property owner, the Mayor and the City Clerk and shall be recorded in the Office of the Register of Deeds for Milwaukee County prior to the issuance of a Building Permit.
6. The retaining wall shall comply with Section 6.9 Retaining Walls of the Design Standards & Construction Specifications or as otherwise approved by the Engineering Department, prior to issuance of a Building Permit.
7. The site plan shall be revised to include a gravel or paved connection from the paved walkways along the building to the existing trail system at Grobschmidt Park, for review and approval by Department of City Development Staff and Milwaukee County, prior to issuance of a Building Permit. The entire length of the trail shall be accessible to the public and located within a public easement. This requirement is conditioned upon Milwaukee County approval.
8. Landscaping shall be installed per Sheets L101a, L102a and L110a, City file-stamped October 30, 2017.
9. One parking space in each row of parking shall be eliminated in order to shift the garages further east and provide plantings along the west side of each garage. A revised Landscape Plan shall be submitted for Department of City Development Staff review and approval.
10. A Conservation Easement shall be submitted for review and approval by the Common Council and recording with the Milwaukee County Register of Deeds, prior to issuance of an Occupancy Permit.
11. The sign shall be revised to a monument style sign with a brick base to match that of the building, subject to review and approval by Department of City Development staff and issuance of a Sign Permit prior to installation.

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12. A final storm water management plan as well as a detailed grading and erosion control plans shall be submitted to the Engineering Department for review and approval, prior to issuance of a Building Permit. Furthermore, the applicant shall secure a drainage easement from Milwaukee County and receive approval from the County for any disturbance of trees within Grobschmidt Park.
13. A sidewalk shall be installed along West College Avenue per City of Franklin Engineering Department standards and specifications.

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

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

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be an amendment to such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance, and that all of the terms and conditions of Resolution No. 2017-7246, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of two years from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

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

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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 _____