

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, SEPTEMBER 4, 2018 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcements:
 - (a) A Proclamation in Recognition of Nicholas J. Fuchs.
 - (b) Franklin to Host the Intergovernmental Cooperation Council meeting on September 10, 2018 at the Indian Community School.
 - (c) Status of Referendum for Increased Police Staffing.
 - (d) Prostate Cancer Awareness Month Proclamation.
- C. Approval of Minutes of Regular Common Council Meeting of August 21, 2018.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Donation from Nathan Allen in the amount of \$148.75 for Police Donation Account.
 - 2. Update on the Historical Barn Reconstruction Project and Direction to Prepare a New Capital Projects Agreement that Provides for the Franklin Historical Society to Construct and Donate to the City a Historical Barn.
 - 3. A Resolution to Authorize Acceptance of Storm Water Facilities Maintenance Agreements from Park Circle, LLC (Vicinity of 9733 S. 76th Street) and TI Investors of Franklin Apartments LLC (Vicinity of 7333 S. 27th Street).
 - 4. A Resolution Authorizing Certain Officials to Accept an Open Space Preservation Easement for and as Part of the Review and Approval of a Final Plat for Aspen Woods Subdivision (at Approximately South 51st Street and West Puetz Road) (Veridian Homes, LLC, Applicant).
 - 5. A Resolution to Amend Resolution Nos. 1978-1424, 1988-3136, 1995-4309, 2001-5272 and 2003-5506 Imposing Conditions and Restrictions for the Approval of a Special Use for Polonia Sports Club, Inc. Located at 10200 West Loomis Road for the use of Portable Generator Units/Movable Flood Lighting on Several Youth Soccer Fields (Polonia Youth Soccer Club, Ltd., Applicant).
 - 6. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Physical Fitness Facility Use Upon Property Located at 6542 South Lovers Lane Road (Garden Plaza Shopping Center (Bridgewater Performance, LLC, Applicant).
 - 7. A Resolution to Amend Professional Services Contract With Ruekert & Mielke, Inc. for the Drainage Improvements in Rawson Homes Neighborhood North of W. Madison Boulevard for an Additional \$2,673.
 - 8. A Resolution for Change Order No. 1 to Janke General Contractors, Inc. for an Increase of \$835.97 for Construction of River Park Path Bridge.

9. A Resolution to Make a 2019 Grant Application Request of \$15,706.50 from the Wisconsin Department of Natural Resources Urban Forestry Grant Program and Unspecified Amounts for Yet to be Determined Catastrophic Storm Events.
10. A Resolution to Make a 2019 Grant Application Request of \$7,500 from the Bay-Lake, East Central Wisconsin, and Northwest Wisconsin Regional Planning Commissions (RPCs) and Wisconsin Department of Natural Resources (WDNR) Great Lakes Basin Tree Planting Grant Program.
11. Task Order #6 Contract with Ruekert & Mielke, Inc. for Professional Services Related to Area D Woodland Tree Identification, Location and Mitigation.
12. Authority to Contract for Additional Legal and Development Consultation for Area D.
13. Review of Sanitary Sewer Rate Impact of Proposed Capital Projects.
14. Next Steps in Selection of a Consultant to Perform a Review of Impact Fees.
15. A Resolution to Sign Agreement with Painesville Memorial Association for Lawn Mowing and Brush/Tree Maintenance of the Cemetery Grounds of the Painesville Chapel Property (2740 W. Ryan Road).
16. An Affiliation Agreement with the University of Wisconsin-Madison for its Master of Public Health Program to Engage a Student to Aid in Creating a Public Health Nurse Residency Program.
17. July 2018 Monthly Financial Report.
18. Population Estimate as of January 1, 2018.
19. Wholesale Public Water Supply to Franklin 2024. The Common Council May Enter Closed Session Pursuant to Wis. Stat § 19.85(1)(E) to Deliberate Upon Information, Terms and Provisions of the Potential Provision of Public Water Supply To The City of Franklin as Related to the City, The Franklin Municipal Water Utility and its Customers in 2024 and Beyond; and the Potential Negotiation of Terms in Relation Thereto, Including, But Not Limited to Potential Amendments to the Agreement for Oak Creek to Provide Water at Wholesale to Franklin, Potential Agreement Terms With Alternate Public Water Supply Sources, and the Investing of Public Funds and Governmental Actions in Relation Thereto, for Competitive and Bargaining Reasons, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of September 4, 2018.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Notice is given that a majority of the Board of Water Commissioners may attend this meeting to gather information about an agenda item over which the Board of Water Commissioners has decision-making responsibility. This may constitute a meeting of the Board of Water Commissioners, per State ex rel. Badke v. Greendale Village Board, even though the Board of Water Commissioners will not take formal action at this meeting.

Common Council Meeting Agenda

September 4, 2018

Page 3

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

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

REMINDERS:

September 6	Plan Commission Meeting	7:00 p.m.
September 18	Common Council Meeting	6:30 p.m.
September 20	Plan Commission Meeting	7:00 p.m.
October 2	Common Council Meeting	6:30 p.m.
October 4	Plan Commission Meeting	7:00 p.m.
October 16	Common Council Meeting	6:30 p.m.
October 28	Trick-or-Treat	4:00 p.m. to 7:00 p.m.

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City of Franklin Proclamation

A PROCLAMATION IN RECOGNITION OF NICHOLAS J. FUCHS

Whereas, Nicholas J. "Nick" Fuchs was hired as the City of Franklin Planner II in the Planning Department on September 17, 2007; and

Whereas, Nick was promoted to Senior Planner on December 14, 2009, and his position service was retitled to Principal Planner in December 2015; earlier this year, Nick was designated the Assistant to the Mayor for Economic Development in addition to his Department of City Development Principal Planner duties; and

Whereas, Nick has a strong interest in working among the challenges associated with the development process and appreciates both the public and private sector perspectives and works hard on the job with his knowledgeable undertakings with planning, zoning and economic development, while always being a team player with City staff, consultants and public officers; and

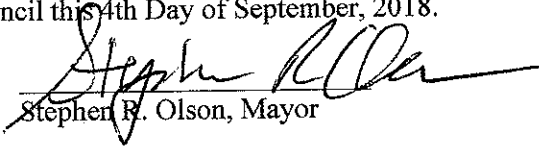
Whereas, Nick earned a Bachelor of Science Degree in Public Administration and Political Science at the University of Wisconsin – La Crosse and a Master of Business Administration Degree in Finance Emphasis at Concordia University Wisconsin; and prior to his employment with Franklin, Nick was the Community Development Planning Assistant and then Planning & Zoning Administrator for the City of Glendale; and

Whereas, Nick has and will continue to carry on the long-standing tradition of public service exemplified by his father, a municipal attorney in the Milwaukee Metropolitan area, and one might venture that the tradition will continue well into the future not only with Nick moving on to another municipality to provide the public with expert service in planning and economic development, but with the reasonable expectation that those embedded principles shall march on among Nick's four sons....

Now, Therefore be it Proclaimed, that I, Stephen R. Olson, Mayor, and I, Mark A. Dandrea, Common Council President, of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin and the staff of City government, Thank you for your day and night hard work for the People. Thank you, Nick.

Presented to the City of Franklin Common Council this 4th Day of September, 2018.

Mark A. Dandrea, Common
Council President


Stephen R. Olson, Mayor

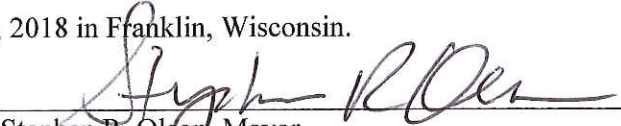
B. 2. (d.)

City of Franklin Proclamation

PROSTATE CANCER AWARENESS MONTH SEPTEMBER 2010

- Whereas,** Prostate cancer is the second leading cause of cancer deaths in men in the United States. According to the Centers for Disease Control and Prevention, one in six men in the US will be diagnosed with prostate cancer during their lifetime and one in 33 will die from the disease;
- Whereas,** In Milwaukee County, Wisconsin in 2015, there were 2,932 new cases of Prostate Cancer. For every 100,000 men, 132 Prostate Cancer cases were reported;
- Whereas,** In 2015, there were 416 men who died of Prostate Cancer. For every 100,000 men in Milwaukee County, Wisconsin, 22 will die of Prostate Cancer;
- Whereas,** Prostate cancer does not usually produce symptoms in its early stages; however, if symptoms are present, they include: blood in the urine; the need to urinate frequently, especially at night; weak or interrupted urine flow; pain or a burning feeling while urinating; the inability to urinate; and constant pain in the lower back, pelvis, or upper thighs;
- Whereas,** The President of the United States proclaims September as National Prostate Cancer Awareness Month each year;
- Whereas,** Prostate cancer not only affects men but also affects their family and friends including people in this city hall;
- Whereas,** Prostate cancer is usually treatable if detected early; and
- Whereas,** The Franklin mayor and common council encourage men to speak with their doctors or health care providers so they can learn more about their personal risks for prostate cancer, options for early screening, and the pros and cons of prostate cancer detection and treatment.
- Therefore,** I, Stephen R. Olson do hereby proclaim September 2018 as PROSTATE CANCER AWARENESS MONTH in the City of Franklin, and do commend this observance to all our citizens and urge all men in the city to speak with their health care provider about the disease.

Dated this 4th day of September, 2018 in Franklin, Wisconsin.


Stephen R. Olson, Mayor

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
AUGUST 21, 2018
MINUTES

ROLL CALL

- A. The regular meeting of the Common Council was held on August 21, 2018 and called to order at 6:30 p.m. by Council President Mark Dandrea in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Excused was Mayor Steve Olson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

Acting Mayor Dandrea stated he will be voting as Mayor.

CITIZEN COMMENT

- B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:42 p.m.

SEPTEMBER
ICC MEETING

- B.2. Acting Mayor Dandrea noted that Franklin will host the Intergovernmental Cooperation Council meeting on September 10, 2018 at the Indian Community School.

MINUTES
AUGUST 7, 2018

- C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council Meeting of August 7, 2018 as presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried.

CONSENT AGENDA

DONATIONS

- G.1. Alderman Taylor moved to approve the following consent agenda items:
- (a) Accept \$150 donation from the Franklin Lioness Club to the Health Department, to be used for future programs offered to children.
 - (b) Accept the donation in the amount of \$276 from Midwest Speleo Cave from the entrance donations at National Night Out to be turned over to the City of Franklin Food Pantries.
- Approval of the above consent items was seconded by Alderman Mayer. All voted Aye; motion carried.

CREATION OF POSITION
OF POLICE RECRUIT

- G.2. Alderman Mayer moved to approve continuing the process of creating the position of Police Recruit, both civilian and sworn (whichever is viable). The position with job description, pay and other details will be submitted to the Personnel Committee and Common Council when completed for review and approval. Seconded by Alderman Barber. All voted Aye; motion carried.

- | | | |
|---|------|--|
| REVISION OF JOB DESCRIPTION FOR PATROL OFFICER | G.3. | Aldерwoman Wilhelm moved to approve the revised job description for Police Patrol Officer as presented. Seconded by Alderman Taylor. All voted Aye; motion carried. |
| PURSUIT INTERVENTION TECHNIQUE (PIT) TRAINING | G.4. | Aldерwoman Wilhelm moved to approve increasing the overall size of the City's fleet by retaining two vehicles, that may otherwise be sold or used by other City departments, for the purpose of training Police Department personnel in pursuit intervention technique (PIT). Seconded by Alderman Taylor. All voted Aye; motion carried. |
| TID 6 FEASIBILITY ANALYSIS | G.5. | Alderman Nelson moved to proceed with the Tax Incremental District No. 6 Mixed-Use District Project Plan development, with technical changes by the City Attorney. Seconded by Alderman Barber. All voted Aye; motion carried. |
| SPECIAL EXCEPTION NRPP FOR MILW. CO., APPLICANT AND BPC COUNTY LAND LLC, PROPERTY OWNER | G.6. | Aldерwoman Wilhelm moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of the Milwaukee County Department of Administrative Services, Applicant, BPC County Land, LLC, Property Owner, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| RES. 2018-7405
PRELIMINARY PLAT AT 7711 AND 7725 S. 76TH ST. AND 7700 W. FAITH DR.)(RICK J. PRZYBYLA, APPLICANT) | G.7. | Alderman Mayer moved to adopt Resolution No. 2018-7405, A RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR FAITHWAY PRESERVE SUBDIVISION (AT 7711 AND 7725 SOUTH 76TH STREET AND 7700 WEST FAITH DRIVE) (RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC., APPLICANT). Seconded by Alderman Nelson. On roll call, Alderman Mayer, Alderman Taylor, Alderman Barber, and Alderman Nelson voted Aye; Aldерwoman Wilhelm voted No. Motion carried. |
| EXEMPTION OF IMPACT FEE AT 7853 S. RIDGEWOOD DR. (BRADLEY SCHMIDT, APPLICANT) | G.8. | Alderman Nelson moved to adopt a finding that a building permit for a single-family home issued for 7853 S. Ridgewood Drive to Bradley Schmidt shall be exempt from impact fees under Chapter 92 of the Municipal Code and a finding that the project does not bear a rational relationship to the need for new, expanded or improved public facilities required to serve such development based upon the reasons provided in the Council Action sheet and subject to the building permit being issued prior to the second anniversary of the razing of the prior home on the property. Seconded by Aldерwoman Wilhelm. All voted Aye; motion carried. |

RES. 2018-7406
LOCAL LEVY LIMIT FOR
PUBLIC SAFETY AND
SCHEDULING
REFERENDUM

G.9. Alderman Barber moved to adopt Resolution No. 2018-7406, A RESOLUTION PROPOSING TO INCREASE THE LEVY BEYOND THE AMOUNT THAT IS ALLOWED UNDER THE "LOCAL LEVY LIMIT" STATUTE FOR THE PURPOSE OF ENHANCING PUBLIC SAFETY DEPARTMENT SERVICES AND SCHEDULING AN ELECTION FOR A REFERENDUM TO EXCEED THE LEVY LIMIT FOR PUBLIC SAFETY EXPENSES, as included in the Council packet as Resolution "C". Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried.

ADVISORY REFERENDUM
TO PASS LEGISLATION
RELATED TO "DARK
STORE" AND
WALGREENS V. CITY OF
MADISON

G.10. Alderman Taylor moved to deny a Resolution Scheduling an Election for an Advisory Referendum that Recommends the State Legislature Protect Local Businesses, Apartment Owners, and Homeowners From Property Tax Burden Shifts By Passing Legislation to Close Property Tax Loopholes Related to the "Dark Store" and Walgreens V. City of Madison Commercial Property Valuation and Taxation Interpretations. Seconded by Alderwoman Wilhelm. On roll call, Alderwoman Wilhelm, Alderman Taylor, Alderman Barber, and Alderman Nelson voted Aye; Alderman Mayer voted No. Motion carried.

BUSINESS APPRECIATION
EVENT UPDATE

G.11. Alderwoman Wilhelm moved to receive and file the update on the business appreciation event organized by the Franklin Economic Development Commission to be held on October 25, 2018. Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman Mayer vacated his seat at 8:20 p.m.

RES. 2018-7407
STORM SEWER AND
WATER MAIN
EASEMENTS FOR PARK
CIRCLE CONDOS

G.12. Alderman Nelson moved to adopt Resolution No. 2018-7407, A RESOLUTION FOR ACCEPTANCE OF A STORM SEWER AND WATER MAIN EASEMENT FOR PARK CIRCLE CONDOS AKA THE GLEN AT PARK CIRCLE (NEUMANN COMPANIES, INC.) 9700 BLOCK OF S. 76TH STREET. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2018-7408
INTERGOVERNMENTAL
AGREEMENT WITH
WAUKESHA FOR S. 60TH
ST. SEWER PROJECT

G.13. Alderman Taylor moved to adopt Resolution No. 2018-7408, A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF WAUKESHA WATER UTILITY FOR THE S. 60TH STREET SEWER PROJECT, subject to legal and technical corrections, and negotiation with Waukesha. Seconded by Alderman Nelson.

Alderman Mayer returned to his seat at 8:24 p.m.

Upon voice vote to adopt Resolution No. 2018-7408, four Ayes and one No (Alderwoman Wilhelm voted No). Motion carried.

RES. 2018-7409
GREELEY AND HANSEN
CONTRACT FOR IND.
PARK LIFT STATION
ABANDONMENT AND
SEWER EXTENSION

G.14. Alderman Taylor moved to adopt Resolution No. 2018-7409, A RESOLUTION TO EXECUTE A CONTRACT WITH GREELEY AND HANSEN FOR THE DESIGN OF A INDUSTRIAL PARK LIFT STATION ABANDONMENT AND SEWER EXTENSION, AND AUTHORIZE PHASE 1 OF SERVICES FOR \$4,425, pending legal review and technical revisions, on Option A. Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2018-7410
RIGHT OF ENTRY
AGREEMENT WITH
WASTE MANAGEMENT
OF WISCONSIN, INC. AT
10627 S. 27TH ST. AND
3001 W. ELM RD.

G.15. Alderman Taylor moved to adopt Resolution No. 2018-7410, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A RIGHT OF ENTRY AGREEMENT BETWEEN WASTE MANAGEMENT OF WISCONSIN, INC. AND CITY OF FRANKLIN, FOR THE PROPERTY LOCATED AT 10627 SOUTH 27TH STREET AND 3001 WEST ELM ROAD. Seconded by Alderman Mayer. All voted Aye; motion carried.

LICENSES AND PERMITS

H. Alderman Taylor moved to approve the following:
Grant Operator licenses to Daniel Kesich, 4200 S. Vermont Ct., #2, St. Francis; David Kunze, 8740 W. Elm Ct., Franklin; Beverly Marek, 8730 W. Hawthorne Ct., Franklin; Amy Pluskota, 3578 S. 14th St. Upper, Milwaukee; Julie Wiltzius, 4889 S. 72nd St., Greenfield;
Grant Extraordinary & Special Event license to Mulligan's Irish Pub & Grill (Brain Francis) for Car Show & Halfway to St. Patrick's Day Party on 9/15/2018;
Grant Extraordinary & Special Event license subject to having additional portable toilets and Temporary Class B Beer License to Knights of Columbus Trinity #4580 (David Kunze) for their Arts & Crafts Fair on 9/2/2018;
Grant Temporary Class B Beer & Wine license to the Franklin Public Library Foundation (Jennifer Loeffel) for their Meet & Mingle with John Gurda on 9/20/2018;
Grant People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant to Franklin Public Library Foundation for a Temporary Class B permit on 9/20/2018;
Grant Temporary Entertainment & Amusement license to American Legion Wiley Herda Post 192 (Gretchen Davies) for a Raffle Game at St. Martins Fair on 9/2/2018.
Seconded by Alderman Nelson. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I. Alderman Barber moved to approve the following:
City vouchers with an ending date of August 16, 2018 in the amount of \$2,669,704.74; Payroll dated August 17, 2018 in the amount of \$386,830.85 and payments of the various payroll deductions in the amount of \$223,775.08 plus City matching payments; and Estimated Payroll dated August 31, 2018 in the amount of \$400,000.00 and

payments of the various payroll deductions in the amount of \$402,000.00, plus City matching payments; and property tax payments and settlements with an ending date of August 16, 2018 in the amount of \$3,315,140.83; the release of payment to Ewald Automotive Group in the amount of \$41,501.00; and the release of payment to BPC Master Developer Manager, Inc. (via Knight-Barry) of \$2,236,474.90. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

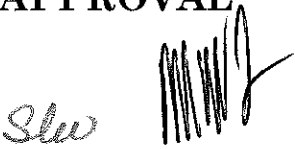
ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 8:35 p.m. Seconded by Alderman Mayer. All voted Aye; motion carried.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>9/04/2018</i>
REPORTS & RECOMMENDATIONS	FRANKLIN POLICE DEPARTMENT DONATIONS	ITEM NUMBER <i>G.I.</i>
<p>The Franklin Police Department has received the following donation:</p> <p><u>General Police Donation</u> Mr. Nathan Allen - \$148.75 (Proceeds are from lemonade stand sales that his daughters and friends operated in early August.)</p> <p>COUNCIL ACTION REQUESTED</p> <p>Respectfully request that the above donation be approved for deposit into the police donation account.</p>		

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/4/2018
REPORTS & RECOMMENDATIONS	Update on the Historical Barn Reconstruction Project and Direction to Prepare a New Capital Projects Agreement that Provides for the Franklin Historical Society to Construct and Donate to the City a Historical Barn	ITEM NUMBER <i>G.2.</i>

The Common Council recently rejected all bids for a construction project for the Historical Barn Reconstruction in Lions Legend Park. In reality, no bids for general construction were received. This was the third effort at bidding this project. Although no bids were received, information was received that indicated the project still would have been outside the authorized budget.

Options are limited moving forward. For example the City can legally construct the barn with its own employees, but that isn't practical. The City can continue to bid the project, but that seems to evoke a sense of futility. Statutes do not provide a negotiation option when no bids are received. There is little option for moving forward and insufficient appropriations for the City to undertake the project. The City could arguably expect the foundation to remain empty for at least the near future. Earlier this year, however, a new statute was signed into law that provides an exception to the competitive bidding law for improvements constructed by private persons that are donated to a municipality. This new law, Act 167, extends an option to the Historical Society that the City may choose to accept.

The Franklin Historical Society (FHS) has proposed that they be authorized to construct the project and donate the end product to the City. The City Attorney and Director of Administration have reviewed the brief statutory language and believe an arrangement could be structured where such a project can be completed in compliance with the new law. The project would have to have no City participation. For example, the City should not waive permit fees, the City cannot provide them insurance coverage, and the City cannot provide labor. The City could not provide any funds or donate its own resources to the project or to the FHS. (Although the City could deliver to them the items stored on our property.) As the City would no longer be involved, the City would likely return to the FHS funds it is holding for the project in accordance with the "Capital Projects Agreement" executed in 2016.

The FHS believes they could achieve substantial completion of the project if allowed to contract for the work directly. Done in this manner, they believe they can seek significant donations and in-kind contributions that would substantially limit the total cash expenditures for the construction. In order to pursue this approach, a new Capital Projects Agreement would have to be developed and approved. It would need to be constructed very carefully to ensure that the project clearly falls within the anticipated parameters of the new statute.

Prior to undertaking that task, the Director of Administration is seeking direction from the Common Council that it is interested in allowing the FHS to construct and donate to the City a historical barn. If approved, a new Capital Projects Agreement would be prepared for consideration at one of the meetings in October. (The project would be lower in priority than the 2019 budget, health insurance approvals and implementation, and WRS consideration.)

The Director of Administration recommends he be directed to prepare a new Capital Projects Agreement, in consultation with the FHS, that provides for the FHS to construct and donate to the City a Historical Barn and to return it to the Common Council in October for consideration.

COUNCIL ACTION REQUESTED

Motion to direct the Director of Administration to prepare a new Capital Projects Agreement, in consultation with the Franklin Historical Society, that provides for the Franklin Historical Society to construct and donate to the City a Historical Barn and to return the Agreement to the Common Council in October for consideration.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 09/04/2018
Reports & Recommendations	RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES MAINTENANCE AGREEMENTS FROM PARK CIRCLE, LLC (VICINITY OF 9733 S. 76TH STREET) AND TI INVESTORS OF FRANKLIN APARTMENTS LLC (VICINITY OF 7333 S. 27TH STREET)	ITEM NO. <i>G. 3,</i>

BACKGROUND

The City of Franklin and Milwaukee Metropolitan Sewer District (MMSD) require that developments which add 0.5 acres or more of impervious surface install storm water management facilities for quantity control. In the City of Franklin these are typically wet ponds, biofiltration basins, and/or permeable pavers, although other best management practices (BMPs) are also available. As part of the City's MS4 (Municipal Separate Storm Sewer System) designation the Wisconsin Department of Natural Resources (DNR) requires the City to meet quality standards as found in NR216, and the facilities within private developments are involved in that credit. Therefore ongoing maintenance of private facilities is imperative.

It is the responsibility of the development owner, or a subdivision' homeowners association to maintain the storm water facilities in perpetuity per a prescribed Maintenance Agreement. The current agreements include the Park Circle, LLC residential development on 76th Street and the TI Investors of Franklin Apartments LLC multi-use development on 27th Street.

ANALYSIS

The DNR offers standard Operation and Maintenance templates for a multitude of BMPs, and most engineers use those to develop site-specific maintenance agreements. The attached Agreements were prepared by the developers and their engineers using the DNR templates. The Agreements were reviewed by Staff and revised if necessary.

OPTIONS

- A. Sign Maintenance Agreements.

FISCAL NOTE

All costs associated with storm water facility maintenance are to be paid by the developer, owner, or homeowners association as stated in the individual agreement.

RECOMMENDATION

(Option A) Resolution 2018-____, a resolution to authorize acceptance of Storm Water Facilities Maintenance Agreements from Park Circle, LLC and TI Investors of Franklin Apartments LLC.

Engineering Department: SAA

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 -

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF STORM WATER FACILITIES
MAINTENANCE AGREEMENTS FOR PARK CIRCLE AND TI INVESTORS

WHEREAS, storm water facilities are required to meet quantity and quality standards;
and

WHEREAS, a Maintenance Agreement is developed and executed to ensure effective
maintenance and operation of private storm water facilities in perpetuity; and

WHEREAS, developers have executed and submitted to the City of Franklin Storm
Water Facilities Maintenance Agreements for the following developments:

Park Circle, LLC
(Vicinity of 9733 S. 76th Street)

TI Investors of Franklin Apartments LLC
(Vicinity of 7333 S. 27th Street)

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City
of Franklin that it would be in the best interest of the City to accept such Storm Water Facilities
Maintenance Agreements, and, therefore, the Mayor and City Clerk are hereby authorized and
directed to execute them on behalf of the City.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

SAA

STORM WATER FACILITIES MAINTENANCE AGREEMENT

This AGREEMENT, made and entered into this 14th day of August, 2018, by and between TI Investors of Franklin Apartments LLC, hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

Lots One (1), Two (2), and Three (3) of CERTIFIED SURVEY MAP NO. 9014, being a part of Lot Two (2) of Certified Survey Map No. 7905, located in a part of the Southeast One-quarter (1/4) of the Northeast One-quarter (1/4) of Section Twelve (12), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County on March 23, 2018, as Document No. 10761606.

The Gross area of said Parcel contains 786,887 Square Feet (or 18.0644 Acres) of land, more or less. The Net area of said Parcel after the Right-of-Way dedication of "Road A" (known as "Statesman Way") contains 709,500 Square Feet (or 16.2878 Acres) of land, more or less.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the development known as the Statesman Apartments located at 2950 W. Statesman Way, Franklin, Wisconsin, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the City, provides for on-site Storm Water Facilities (as defined below) within the confines of the Property; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any Owners' association and all owners of the property or any portion thereof), including any Owners association, agree that the health, safety, and welfare of the residents of the City, require that on-site Storm Water Facilities as defined in Section 5-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site Storm Water Facilities with management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site "Storm Water Facilities", which is defined to include the stormwater detention/retention area, the emergency spillway, the outflow pipes, and surface drainage, and other Storm Water Facilities that are under the ownership and control of the Owner, shall be constructed by Owner in accordance with the plans and specifications which are identified

as part of the storm water system plan and erosion control plan approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer.

2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to berms, outlet structures, pond areas and surface drainage. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.
3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary per the access easement recorded as document number 10784611. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, under the Owners ownership and control, as defined previously, provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these Storm Water Facilities are performing their design functions and are in accordance with the Stormwater Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fails to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by an Owners' association, the City

may specially charge each member of the Owners' association according to the ownership interest in the facilities located on the Property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates an Owners' association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any Owners' association and all Owners of the Property or any portion thereof. The Owner shall provide the City with a copy of any document which creates an Owners' association that is responsible for the Storm Water Facilities.
9. The Owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The Owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

TI Investors of Franklin Apartments LLC, Owner

By: Towne Realty, Inc. manager

By: [Signature]

Name: William A. Wigchers, vice president

STATE OF WISCONSIN)

) ss.

Milwaukee COUNTY)

Personally came before me this 14th day of August, 2018, the above named William A. Wigchers, vice president of Towne Realty, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.

[Signature]

Notary Public, Milwaukee County, WI

My Commission expires: 6-17-21

CITY OF FRANKLIN

By: _____

Name: Stephen R. Olson

Title: Mayor

COUNTERSIGNED:

By: _____

Name: Sandra L. Weslowski

Title: City Clerk

STATE OF WISCONSIN)

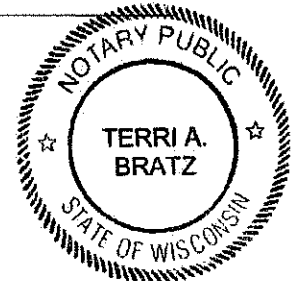
) ss.

MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2018, the above named Stephen R. Olson, Mayor and Sandra L. Weslowski, 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 executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to the Resolution File No. _____, adopted by its Common Council on this _____ day of _____, 20____.

Notary Public, Milwaukee County, WI

My Commission expires: _____



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

Form approved:

Jesse A. Wesolowski
City Attorney

EXHIBIT "A"

OPERATION AND MAINTENANCE INSPECTION REPORT STORMWATER MANAGEMENT PONDS

City of Franklin

Name of Development _____

Responsible Party Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Inspector Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Basin Location General Address _____ Section No. _____

Normal Pool ☐ Yes ☐ No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1. Vegetation and ground cover adequate			
2. Embankment erosion			
3. Animal burrows			
4. Unauthorized plantings			
1. Downstream face			
2. At or beyond toe			
Upstream			
Downstream			
3. Emergency spillway			
5. Pond, toe & chimney drains functioning			
6. Seeps/leaks on downstream face			
7. Slope protection or riprap failures			
8. Emergency spillway clear of debris			
9. Other (specify)			
2. Riser and principal spillway			
Type: Reinforced concrete			
Corrugated metal pipe			
PVC/HDPE			
Masonry			
1. Low flow orifice obstructed			
2. Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3. Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

EXHIBIT "A" (Continued)

STORM SEWER SYSTEM OPERATIONS AND MAINTENANCE

I. INSPECTION

A. Frequency

- a. Inspect private inlets and manholes at least once per year.
- b. Inspect rip rap adjacent to storm sewer end sections at least twice per year and after major rainfall events.

B. Inspection

- a. Owner controlled Inlets and Manholes
 - i. Inspect for sediment deposition in the bottom of structures.
 - ii. Check frames and lids for cracks and wear such as rocking lids or lids moved by traffic and for shifted frames.
 - iii. Check chimneys for cracked mortar, cracked lift rings and spalling.
 - iv. Check for leaks at joints.
 - v. Check surrounding areas for pollutants such as leaks from dumpsters, minor spills and oil dumping.
- b. Rip Rap adjacent to Storm Sewer End sections
 - i. Observe for wash out conditions or trash and debris potentially obstructing, accumulation of sediment, or potential undermining of or end section joint separation.
 - ii. Inspect end treatment for settlement, scour and displaced armoring.

II. STANDARD MAINTENANCE

A. Owner controlled Inlets and Manholes

- a. Repair any deterioration threatening structural integrity immediately.
- b. Replace worn or cracked frames and lids. Frames that have shifted should be re-centered and re-set on the structure.
- c. Repair any spalled or cracked mortar. Cracked rings should be repaired or replaced.
- d. Repair leaking joints.
- e. Clean manhole and storm inlet inverts of deposited material. Catch basins should be cleaned before the sump is 40 percent full.
- f. Remove potential sources of contamination away from catch basins, inlets and manholes.

B. Owner controlled Storm Sewer End sections

- a. End sections should be free flowing; trash, debris and obstructions should be removed to prevent backups.
- b. End sections which have separated from the storm sewer pipe shall be reset on firm bedding and reconnected to the existing storm sewer pipe. Restrain joints if necessary.
- c. Scour areas shall be repaired immediately. Replace missing soil with clean fill and replace/install end treatment. Missing armoring will require additional stone, typically one class larger.
- d. Excessive material deposited at the storm sewer outfall is indicative of: a disturbed area upstream draining to the system or a potential failure of a system component. Disturbed areas draining to the system should be stabilized immediately or diverted to drain to a BMP. Potential system failures require non-standard maintenance.

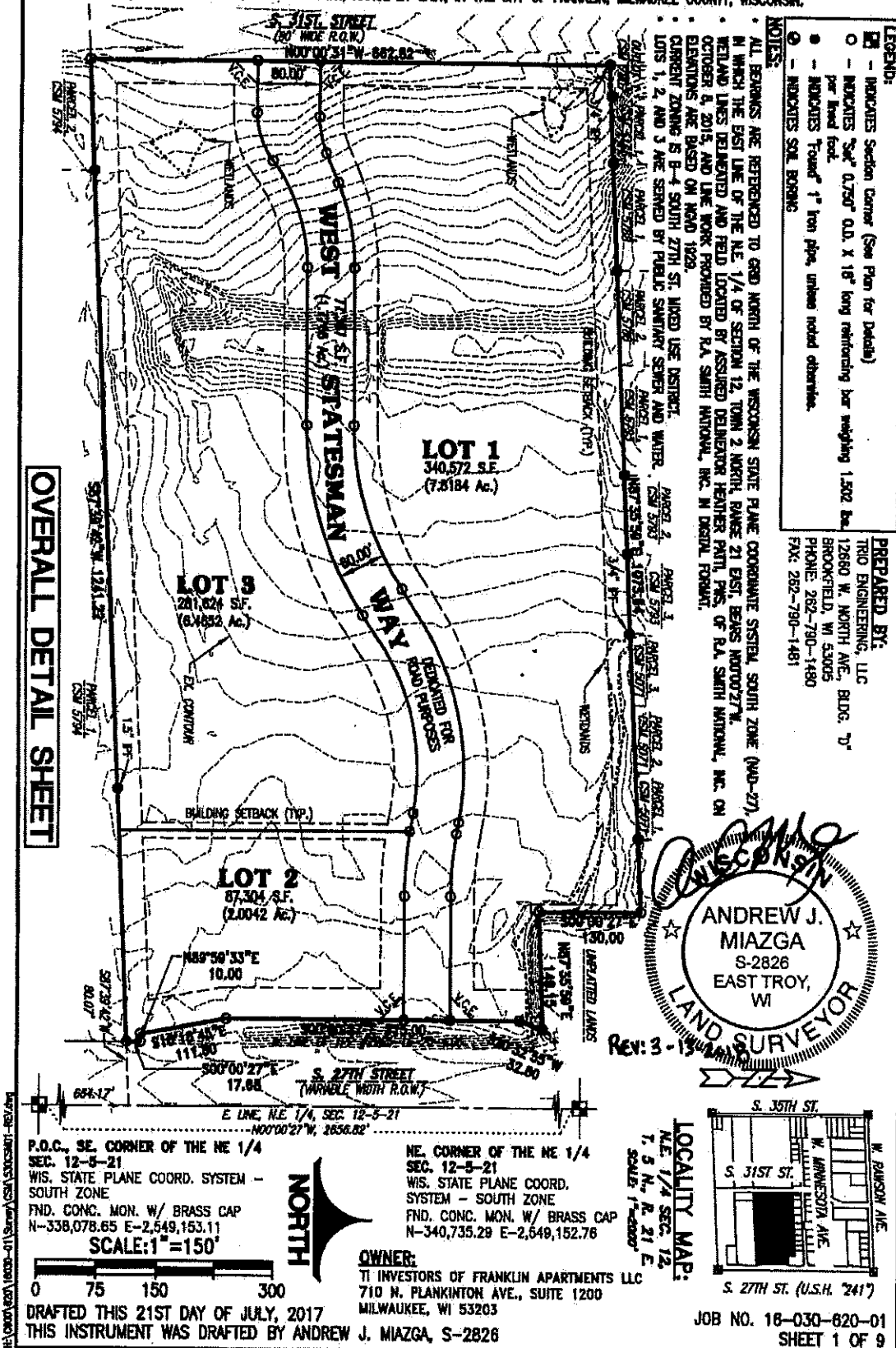
III. NON-STANDARD MAINTENANCE

- A. Non-standard maintenance includes inspection, repair or replacement of buried structures.
 - a. Televising of buried structures (private pipes) should occur when excessive material is found within the system or at an outfall with no apparent source area visible at the surface, or the system experiences frequent backups.
 - b. Follow the recommendations for the repair and/or replacement of system components televised by a firm specializing in this work.

CERTIFIED SURVEY MAP NO. 9014

BEING A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7905 LOCATED IN A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

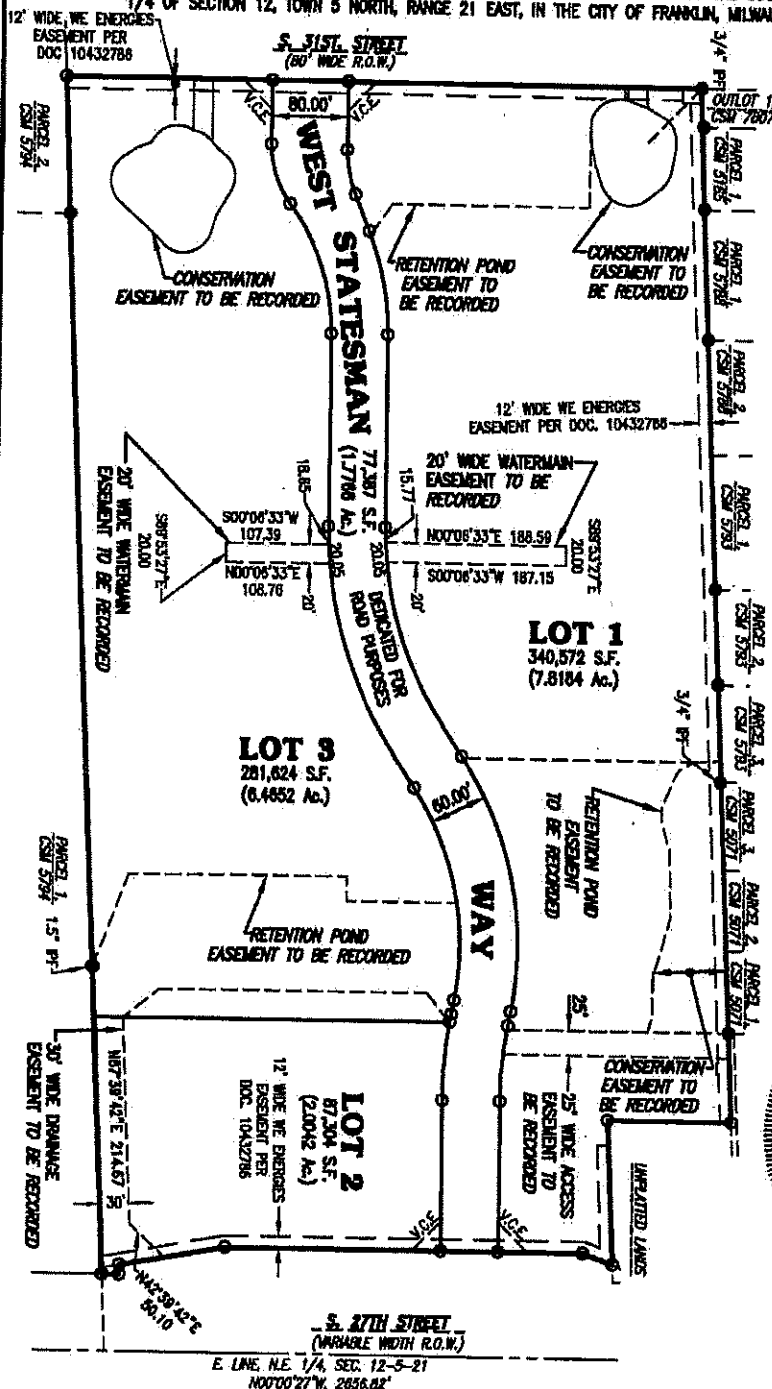
OVERALL DETAIL SHEET



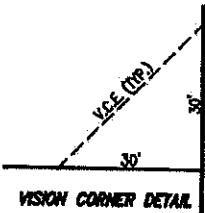
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9014

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OVERALL EASEMENT SHEET

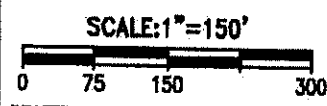


ANDREW J. MIAZGA
S-2826
EAST TROY, WI
LAND SURVEYOR
Rev: 3-15-2018



12660 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 798-1480
Fax (262) 798-1481

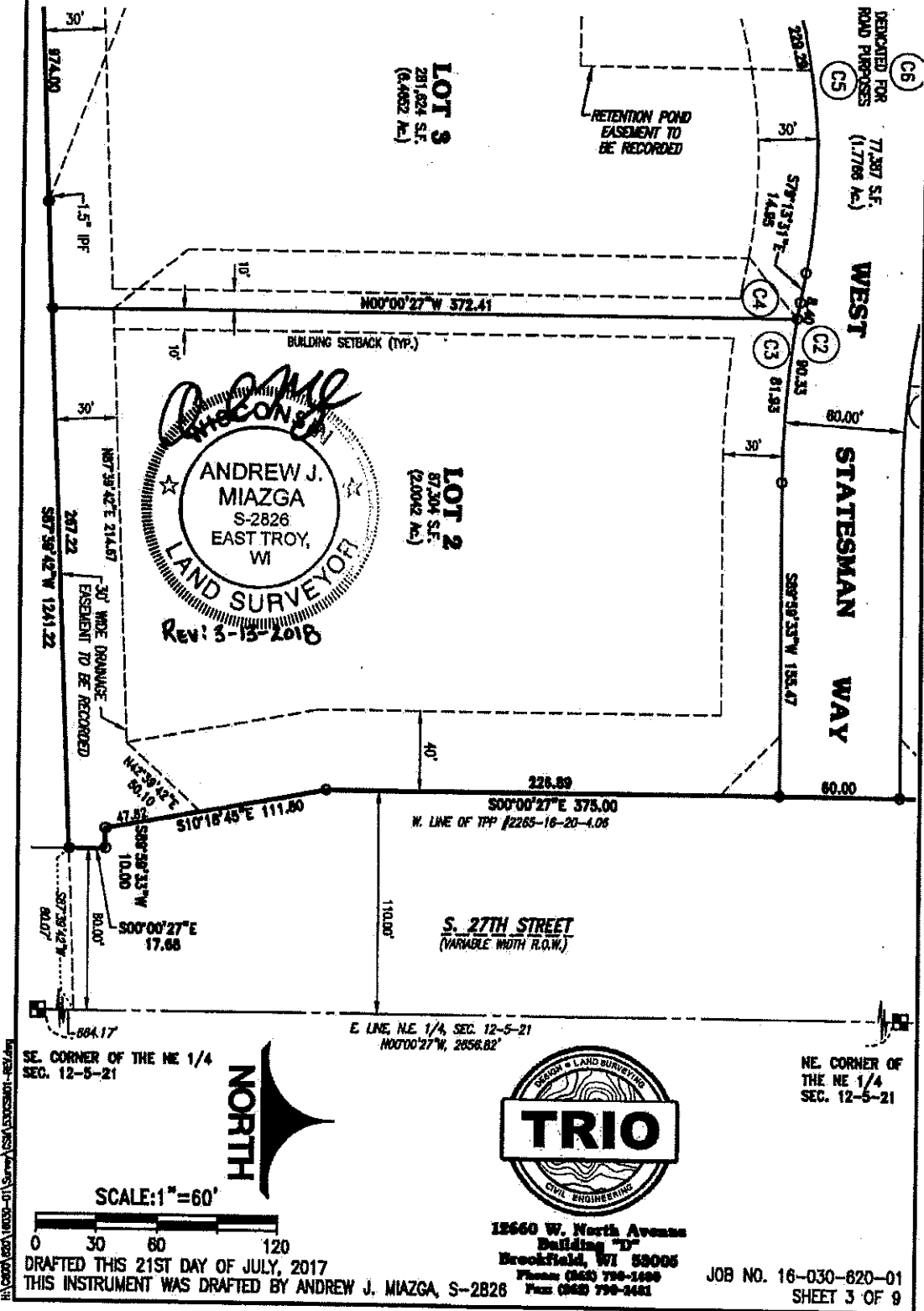
JOB NO. 16-030-620-01
SHEET 2 OF 9



DRAFTED THIS 21ST DAY OF JULY, 2017
THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, S-2826

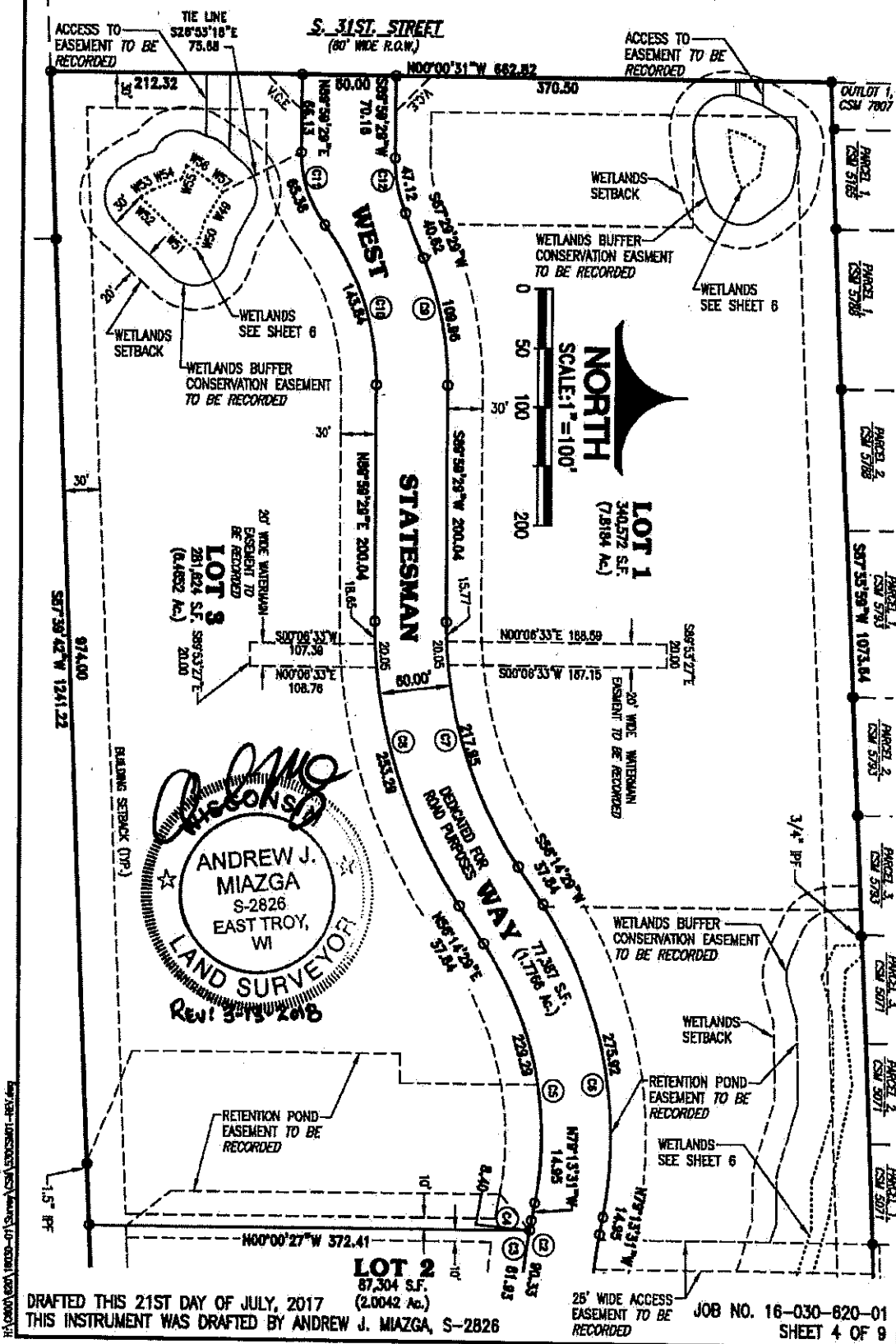
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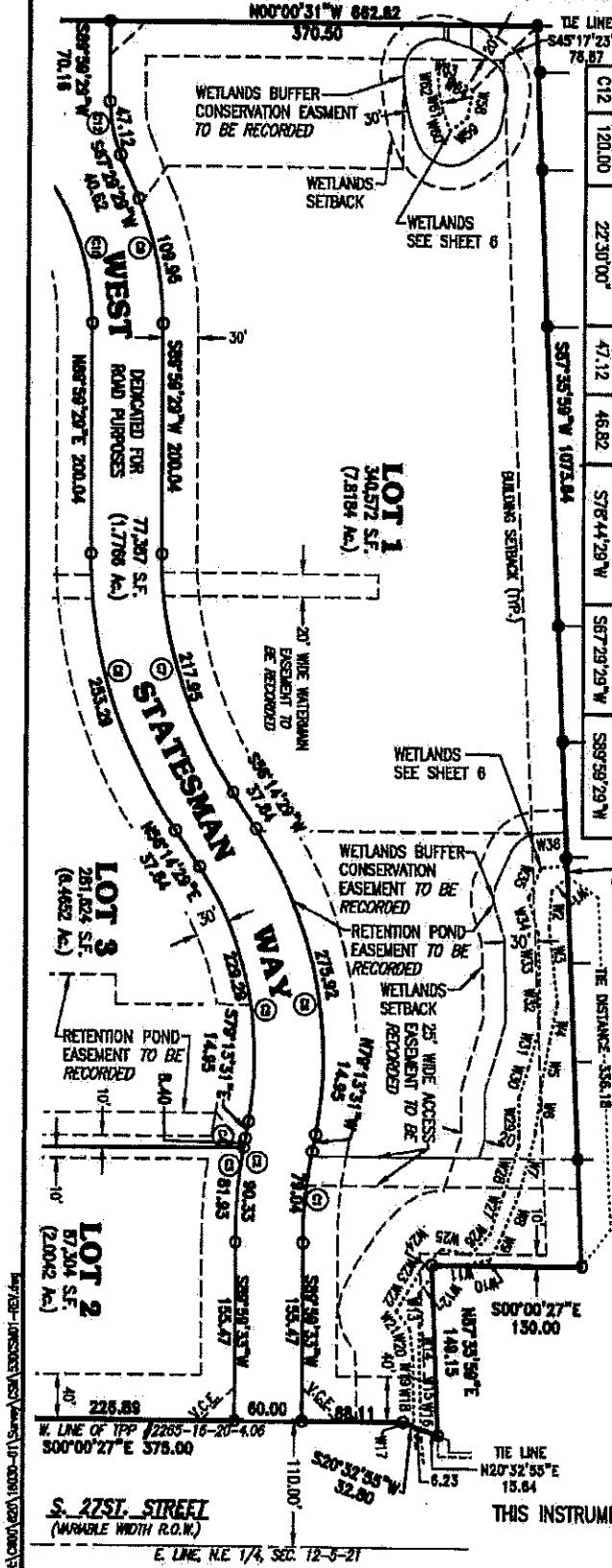
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CURVE TABLE:

NO.	RADIUS	CENTRAL ANGLE	ARC	CHORD	CHORD BEARING	TANGENT IN	TANGENT OUT
C1	420.00	10°46'56"	79.04	78.92	N84°36'59"W	S89°59'33"W	N79°13'31"W
C2	480.00	10°46'56"	90.33	90.20	S84°36'59"E	S79°13'31"E	N89°59'33"E
C3	480.00	9°46'44"	81.83	81.82	S88°07'05"E	S80°13'43"E	N89°59'33"E
C4	480.00	1°00'12"	8.40	8.40	S79°43'57"E	S79°13'31"E	S80°13'43"E
C5	295.00	4°32'00"	229.29	223.56	N78°30'28"E	N56°14'29"E	S79°13'31"E
C6	355.00	4°32'00"	275.92	269.03	S78°30'28"W	N79°13'31"W	S56°14'29"W
C7	370.00	3°45'00"	217.95	214.81	S73°06'59"W	S56°14'29"W	S89°59'29"W
C8	430.00	3°45'00"	253.29	249.84	N73°06'59"E	N89°59'29"E	N56°14'29"E
C9	280.00	22°30'00"	109.96	109.25	S78°44'29"W	S89°59'29"E	S67°29'29"W
C10	220.00	37°27'36"	143.84	141.29	N71°15'41"E	N62°31'53"E	N89°59'29"E
C11	100.00	37°27'36"	65.38	64.22	N71°15'41"E	N89°59'29"E	N62°31'53"E
C12	120.00	22°30'00"	47.12	46.82	S78°44'29"W	S67°29'29"W	S89°59'29"W

NORTH

ANDREW J. MIAZGA
S-2826
EAST TROY, WI
LAND SURVEYOR
Rev: 3-15-2018

SCALE: 1"=120'

0 60 120 240

DRAFTED THIS 21ST DAY OF JULY, 2017

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, S-2826

JOB NO. 16-030-620-01

SHEET 5 OF 9

CERTIFIED SURVEY MAP NO. 9014

BEING A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7905 LOCATED IN A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

WETLAND LINE TABLE:

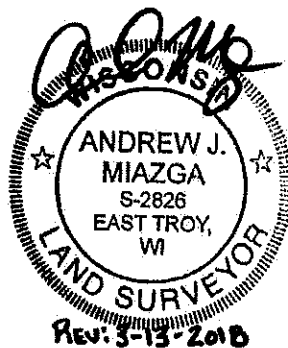
Line #	BEARING	LENGTH
W1	S42°27'01"E	18.80'
W2	S86°39'13"E	31.16'
W3	N83°30'26"E	65.94'
W4	S78°37'55"E	33.95'
W5	S79°49'23"E	35.10'
W6	S82°38'00"E	44.56'
W7	S74°59'32"E	54.94'
W8	S67°59'00"E	36.72'
W9	S64°23'55"E	25.18'
W10	S10°56'22"E	21.08'
W11	S6°42'14"E	7.44'
W12	S53°48'58"E	19.59'
W13	N87°55'25"E	28.59'
W14	N89°42'22"E	46.78'
W15	N87°12'15"E	17.45'
W16	N88°32'09"E	26.27'
W17	S86°10'54"W	11.82'
W18	S89°27'18"W	17.67'
W19	S88°51'56"W	31.06'
W20	S83°06'30"W	25.58'
W21	S53°06'17"W	19.88'
W22	N59°43'20"W	19.68'
W23	N57°06'59"W	24.36'
W24	N44°37'51"W	22.61'
W25	N8°38'04"E	25.45'
W26	N46°11'47"W	23.78'
W27	N70°54'06"W	35.20'
W28	N73°14'40"W	45.33'
W29	S89°55'26"W	41.33'
W30	N72°54'08"W	28.50'
W31	N73°49'27"W	34.66'
W32	S89°20'28"W	40.18'

WETLAND LINE TABLE (CONT.):

Line #	BEARING	LENGTH
W33	S88°10'34"W	41.29'
W34	S73°29'55"W	31.94'
W35	N66°02'10"W	28.26'
W36	N3°12'10"W	22.33'
W49	S58°49'37"E	28.88'
W50	S71°56'42"E	25.13'
W51	S43°23'34"W	36.38'
W52	S43°07'59"W	26.89'
W53	N32°41'17"W	12.56'
W54	N20°33'27"W	25.30'
W55	N70°37'49"W	12.10'
W56	N32°39'52"E	21.85'
W57	N39°40'56"E	15.76'
W58	S79°48'00"E	25.06'
W59	S37°56'16"E	18.79'
W60	S70°01'47"W	18.41'
W61	S77°09'11"W	15.84'
W62	S85°07'09"W	17.57'
W63	N16°51'28"E	14.09'
W64	N30°15'06"E	19.77'

DOC. # 10761606

RECORDED:
03/23/2018 9:37 AM
JOHN LA FAVE
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00



12460 W. North Avenue
Building "D"
Brookfield, WI 53005
Phone (262) 798-1400
Fax (262) 798-1401

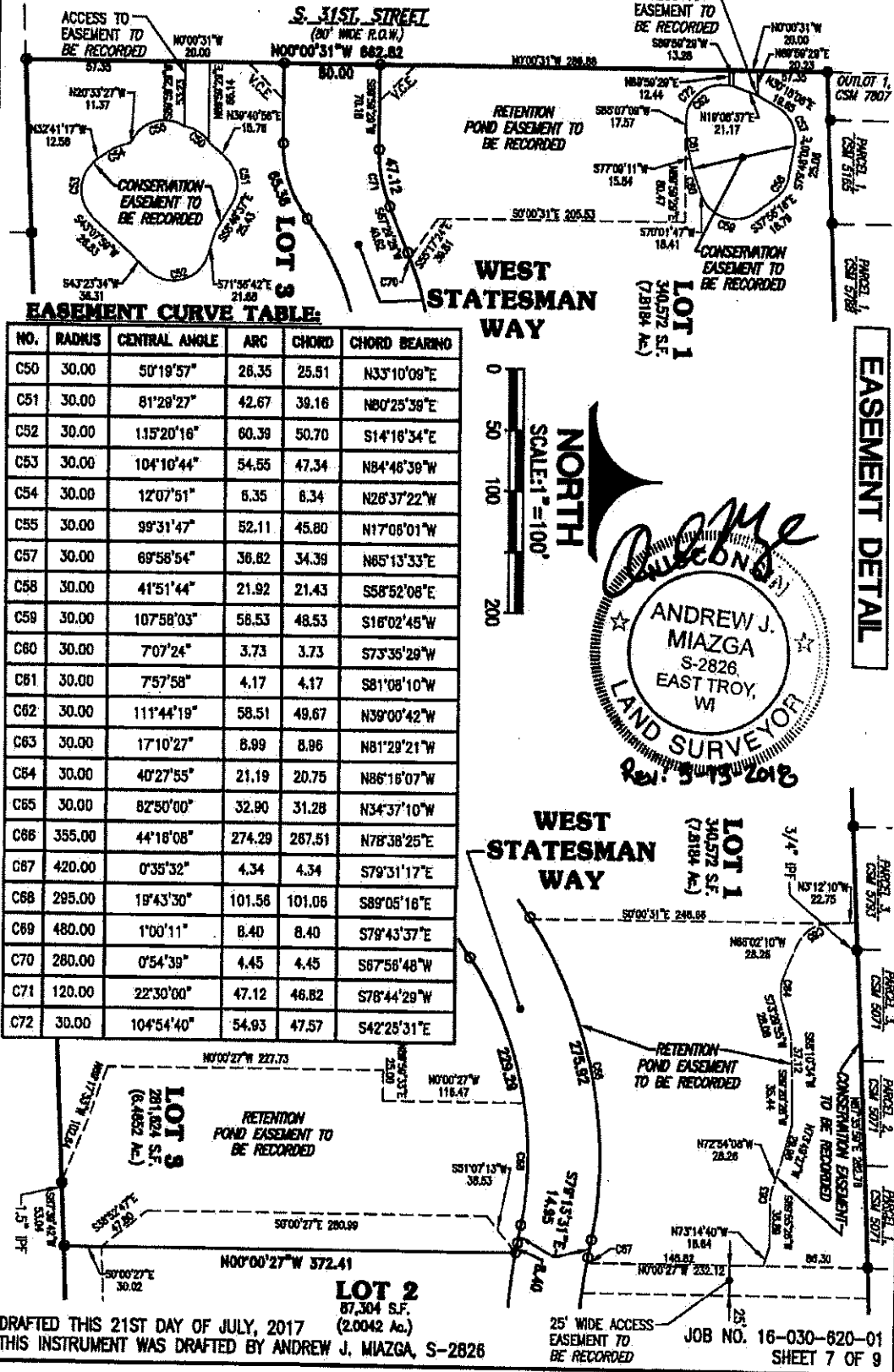
DRAFTED THIS 21ST
DAY OF JULY, 2017
JOB NO. 16-030-820-01
SHEET 6 OF 9

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, S-2826

16-030-820-01 (Survey) (SMA) (SUSAN) -REV. 4/17

CERTIFIED SURVEY MAP NO. 9014

BEING A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 7905 LOCATED IN A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



CERTIFIED SURVEY MAP NO. 9014

BEING A PART OF LOT 2 OF CSM NO. 7905 LOCATED IN A PART OF THE SOUTHEAST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN,
MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

I, Andrew J Miazga, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided, dedicated and mapped Lot 2 of Certified Survey Map Number 7905, located in a part of the Southeast 1/4 of the Northeast 1/4 of Section 12, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southeast Corner of the said Northeast 1/4 Section; Thence North 00°00'27" West along the East line of the Northeast 1/4 of said Section a distance of 664.17 feet to a point; Thence South 87°39'42" West 80.07 feet to a point on the Westerly right-of-way line of "South 27th Street", said point being the Northeast corner of Parcel 1 of Certified Survey Map No. 5794 and the place of beginning of lands hereinafter described;

Thence continuing South 87°39'42" West along the North line of said Certified Survey Map No. 5794 a distance of 1241.22 feet to a point on the Easterly right-of-way line of "South 31st Street"; Thence North 00°00'31" West along said Easterly right-of-way line 662.82 feet to a point on the South line of Certified Survey Map No. 7807; Thence North 87°35'59" East along said South line and its extension 1073.64 feet to a point; Thence South 00°00'27" East 130.00 feet to a point; Thence North 87°35'59" East 149.15 feet to a point on the West right-of-way line of "South 27th Street" as shown on Transportation Project Plat No. 2265-16-20; Thence South 20°32'55" West along said West line 32.80 feet to a point; thence South 00°00'27" East along said West line 375.00 feet to a point; Thence South 10°18'45" East along said West line 111.80 feet to a point; Thence North 89°59'33" East along said West line 10.00 feet to a point; Thence South 00°00'27" East along said West line 17.68 feet to the point of beginning of this description.

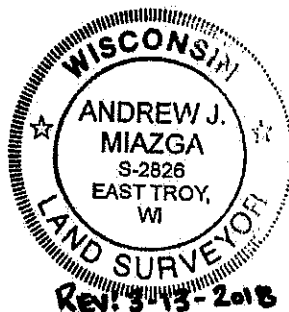
The Gross area of said Parcel contains 786,887 Square Feet (or 18.0644 Acres) of land, more or less. The Net area of said Parcel after the Right-of-Way dedication of "West Statesman Way" contains 709,500 Square Feet (or 16.2878 Acres) of land, more or less.

That I have made such survey, land division and map by the direction of TI Investors of Franklin Apartments LLC, owner of said lands.

That such map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Unified Development Ordinance Division-15 of the City of Franklin, in surveying, dividing and mapping the same.

Dated this 21st day of July, 20 17.



Andrew J. Miazga
Andrew J. Miazga, P.L.S.
Professional Land Surveyor, S-2826
TRIO ENGINEERING, LLC
12660 W. North Avenue, Building "D"
Brookfield, WI 53005
Phone: (262)790-1480 Fax: (262)790-1481

Drafted this 21st Day of July, 2017

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, S-2826

Job. No. 16-030-620-01
SHEET 8 OF 9

\\trio-data\\web\\hwy\\WPDOCS\\DOCUMENTS\\16030-01\\30-Certified Survey Map\\CSM-FRANKLIN MILITARY.doc

CERTIFIED SURVEY MAP NO. 9014

BEING A PART OF LOT 2 OF CSM NO. 7905 LOCATED IN A PART OF THE SOUTHEAST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 12, TOWN 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN,
MILWAUKEE COUNTY, WISCONSIN.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION:

TI Investors of Franklin Apartments LLC, a Limited Liability Company duly organized and existing under and by
virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said Limited Liability Company has
caused the land described on this map to be surveyed, divided, mapped and dedicated as represented on this map in
accordance with the provisions of Chapter 236 of the Wisconsin Statutes and the Unified Development Ordinance
Division-15 of the City of Franklin, this 15th day of March, 20 18.

TI Investors of Franklin Apartments LLC
By: Towne Realty, Inc., Manager

By: [Signature]

STATE OF WISCONSIN)
COUNTY OF Milwaukee) ss

Personally came before me this 15th day of March, 20 18, William A. Wrochers, Member
of the above named limited liability company, to me known to be the person who executed the foregoing instrument,
and to me known to be such Member of said limited liability company, and acknowledged that he executed the
foregoing instrument as such officer as the deed of said limited liability company, by its authority.



[Signature]
Print Name: Terri A. Bratz
Notary Public, Milwaukee County, WI
My commission expires: 6-17-21

COMMON COUNCIL APPROVAL CERTIFICATE:

Resolved that the Certified Survey map, in the City of Franklin, TI Investors of Franklin Apartments LLC, owner,
is hereby approved and dedication accepted by the Common Council of the City of Franklin by Resolution
No. 2017-1308 signed this 1th day of October, 20 17.

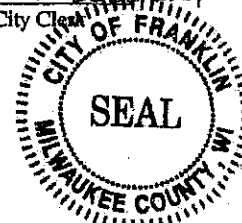
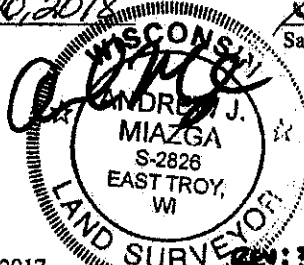
All conditions have been met as of this 20th day of MARCH, 20 18.

Date: MARCH 20, 2018

[Signature]
Steve Olson, Mayor

Date: MARCH 20, 2018

[Signature]
Sandra L. Wesolowski, City Clerk



Drafted this 21st Day of July, 2017

THIS INSTRUMENT WAS DRAFTED BY ANDREW J. MIAZGA, S-2826

W:\gis-data\labbys\WPD\CS\DOCUMENTS\2017\620-01\530-4\Titled Survey Map\CSM-FRANKLIN.MIL.TIFAMILY.doc

Job. No. 16-030-620-01
SHEET 9 OF 9

STORM WATER FACILITIES MAINTENANCE AGREEMENT

This AGREEMENT, made and entered into this 29th day of May, 2018, by and between PARK CIRCLE, LLC hereinafter called the "Owner", and the City of Franklin, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Owner is the owner of the following described lands situated in the City of Franklin, County of Milwaukee, State of Wisconsin, to-wit:

Lots 1, 2 and 3 of Certified Survey Map No. 9027, recorded in the Register of Deeds Office for Milwaukee County as Document No. 10767865, being a 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.

Hereinafter called the "Property".

WHEREAS, the Owner is developing the Property; and

WHEREAS, the Site Plan/Subdivision (Site Plan, Special Use, P.D.D., CSM or Subdivision) known as THE GLEN AT PARK CIRCLE hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the city, provides for on-site Storm Water Facilities within the confines of the Property; and

WHEREAS, the City and the Owner, its successors and assigns ("successors and assigns" meaning to include any homeowners association and all owners of the property or any portion thereof), including any homeowners association, agree that the health, safety, and welfare of the residents of the City of Franklin, require that on-site Storm Water Facilities as defined in Section 5-8.0600 Unified Development Ordinance of the City of Franklin be constructed and maintained on the Property; and

WHEREAS, the City requires that on-site storm water management practices as shown on the Plan be constructed and adequately maintained by the Owner, its successors and assigns.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The on-site storm water facilities shall be constructed by Owner in accordance with the plans and specifications which are identified as part of the storm water system plan and erosion control plan approved by the City Engineer and submitted as part of the as-built drawings approved by the City Engineer.
2. The Owner, its successors and assigns, shall comply with the ordinances and regulations which require that the Storm Water Facilities shall be regularly inspected and maintained as often as conditions may require, but in any event, at least once each year. The Standard Operation and Maintenance Report attached to this agreement as Exhibit "A" and by this reference made a part hereof shall be used for the purpose of the regular inspections of the Storm Water Facilities. The Owners, its successors and assigns, shall keep the Operation and Maintenance Reports from past inspections, as well as a log of maintenance activity indicating the date and type of maintenance completed of the Storm Water Facilities. The purpose of the inspections is to assure safe and proper functioning of the facilities. The inspections shall cover all storm water facilities, including but not limited to berms, outlet structures, pond areas and access roads. Deficiencies shall be noted in the Operation and Maintenance Report. The Reports and maintenance log shall be made available to the City for review.

3. The Owner, its successors and assigns, hereby grant permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities, whenever the City deems necessary. The purpose of inspection is to provide periodic review by City staff, to investigate reported deficiencies and/or to respond to citizen complaints. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary. Corrective actions shall be taken within a reasonable time frame as established by the City Engineer.
4. The Owner, its successors and assigns, shall adequately maintain the Storm Water Facilities, including but not limited to all pipes and channels built to convey storm water to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance is herein defined as keeping the Storm Water Facilities in good working condition so that these storm water facilities are performing their design functions and are in accordance with the Storm Water Basin Maintenance Standards as detailed in Section 15.8.0600 of the City of Franklin Unified Development Ordinance, and Section 13.12 (2) of the Milwaukee Metropolitan Sewerage District (MMSD) rules, and by this reference made a part hereof.
5. If the Owner, its successors and assigns fail to maintain the Storm Water Facilities in good working condition acceptable to the City and does not perform the required corrective actions in a time as established by the City Engineer in written notice, the City may:
 - a) Issue a citation to the Owner, its successors and assigns. Such failure constitutes a violation of Section 15.8.0600 of the Unified Development Ordinance of the City of Franklin. The penalty for such violation of Section 15.8.0600 shall be not less than \$100 nor more than \$2500 for each offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense, and
 - b) Perform the corrective actions identified in the inspection report and assess the Owner, its successors and assigns, for the cost of such work. The cost of such work shall be specially charged against the Property pursuant to Wisconsin Statutes Section 66.0627. If the facilities are located on an outlot owned collectively by a homeowners association, the City may specially charge each member of the homeowners association according to the ownership interest in the facilities located on the property. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the easement for the Storm Water Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said storm water management practices and in no event shall this Agreement be construed to impose any such obligation on the City.
6. In the event the City, pursuant to this Agreement and applicable easements performs work of an emergency nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner, its successors and assigns, shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City hereunder.
7. This Agreement imposes no liability of any kind whatsoever on the City and the Owner agrees to indemnify and hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly.
8. This Agreement shall be attached as an exhibit to any document which creates a homeowners association that is responsible for maintenance of the Storm Water Facilities and shall be recorded at the Milwaukee County Register of Deeds, and shall constitute a covenant running with the land, and shall be binding on the Owner, its administrators, executors, assigns, heirs and any other successors in interest, including any homeowners association and all owners of the property or any portion thereof. The owner shall provide the City with a copy of any document which creates a homeowners association that is responsible for the Storm Water Facilities.

9. The owner, its successors and assigns, is prohibited from building structures, installing play equipment, installing plants, changing grades or performing any function that inhibits care and maintenance of any Storm Water Facilities.
10. The owner, its successor and assigns shall maintain, at all times, an individual(s) who will serve as a contact person(s).

IN WITNESS WHEREOF, the City and Owner have set forth their hands and seals, effective the date first above written.

SEALED IN PRESENCE OF:

PARK CIRCLE, LLC - Owner

By: [Signature]
Name: STEVE DECLEENE - MANAGER

STATE OF WISCONSIN)ss.
Waukesha COUNTY)

Personally came before me this 29th day of May, 2018, the above named STEVE DECLEENE, MANAGER of PARK CIRCLE, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity indicated.



Wendy Griffin *Wendy Griffin
Notary Public, Waukesha County, WI
My commission expires: 2/5/21

CITY OF FRANKLIN

By: _____ (Seal)
Name: Stephen R. Olson
Title: Mayor

COUNTERSIGNED:

By: _____ (Seal)
Name: Sandra L. Wesolowski
Title: City Clerk

STATE OF WISCONSIN)ss.
MILWAUKEE COUNTY)

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

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

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

Jesse A. Wesolowski, City Attorney

EXHIBIT "A"

OPERATION AND MAINTENANCE INSPECTION REPORT **STORM WATER MANAGEMENT PONDS**

City of Franklin

Name of Development _____

Responsible Party Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Inspector Name _____ Address _____

Telephone No. _____ Fax No. _____ E-mail _____

Basin Location General Address _____ Section No. _____

Normal Pool ☐ Yes ☐ No

Items inspected (Pond components)	Checked (Yes/No/NA)	Maintenance Needed (Yes/No/NA)	Remarks
1. Embankment and Emergency spillway			
1. Vegetation and ground cover adequate			
2. Embankment erosion			
3. Animal burrows			
4. Unauthorized plantings			
5. Cracking, bulging, or sliding of dam			
1. Upstream face			
2. Downstream face			
3. At or beyond toe			
Upstream			
Downstream			
4. Emergency spillway			
6. Pond, toe & chimney drains functioning			
7. Seeps/leaks on downstream face			
8. Slope protection or riprap failures			
9. Emergency spillway clear of debris			
10. Other (specify)			
2. Riser and principal spillway			
Type: Reinforced concrete _____			
Corrugated metal pipe _____			
PVC/HDPE _____			
Masonry _____			
1. Low flow orifice obstructed			
2. Primary outlet structure			
1. Debris removal necessary			
2. Corrosion control			
3. Trash rack maintenance			
1. Debris removal necessary			
2. Corrosion control			
3. Pond bottom			
Sediment or debris buildup in low flow			
Pilot channel or bottom (estimate depth)			

L:\ENGDOCS\Design Standards\In Progress 4 3 2017 Design Standards\2017 Design Standards Appendix Q Storm Water Facilities Maintenance Agreement #15.doc

EXHIBIT "A-1"

**OPERATION AND MAINTENANCE PLAN
STORM WATER MANAGEMENT PONDS
City of Franklin**

This operation and maintenance plan prescribes the minimum maintenance requirements the Owner(s), its successors and assigns, must meet to remain compliant with this Agreement. The maintenance activities listed below are aimed to ensure the storm water management ponds continue serving their intended functions in perpetuity. The list of activities is not all inclusive, but rather indicates the minimum type of maintenance that can be expected for this particular site. Access to the storm water practices for maintenance vehicles shall be from the public road right of ways over the drainage easements to the top of berm and to the pond structures. Any failure of a storm water practice that is caused by a lack of maintenance will subject the Owner(s), its successors and assigns, to enforcement of the provisions listed in this Agreement by the City of Franklin.

Minimum Maintenance Requirements:

To ensure the proper long-term function of the storm water management ponds, the following activities must be completed:

1. All outlet pipes must be checked semi-annually to ensure there is no blockage from floating debris or ice, especially in front of the dewatering holes and the trash rack on the risers. Any blockage must be removed immediately.
2. Grass swales and drainage easements shall be preserved to allow free flowing of surface runoff in accordance with approved grading plans. No buildings or other structures are allowed in these areas. No grading or filling is allowed that may interrupt flows in any way.
3. Grass swales, inlets and outlets must be checked after heavy rains (minimum of annually) for signs of erosion. Any eroding areas must be repaired immediately to prevent premature sediment build-up in the downstream ponds. Erosion matting is recommended for repairing grassed areas.
4. No trees are to be planted or allowed to grow on the earthen berms. Tree root systems can reduce soil compaction and cause berm failure. The berms must be inspected annually and any woody vegetation removed.
5. Invasive plant and animal species shall be managed in compliance with Wisconsin Administrative Code Chapter NR 40. This may require eradication of invasive species in some cases.
6. If the permanent pool falls below the safety shelf, a review shall be performed to determine whether the cause is liner leakage or an insufficient water budget. If the cause is leakage, the liner shall be repaired. Leakage due to muskrat burrows may require removal of the animals, repair of the liner with clay, and embedding wire mesh in the liner to deter further burrowing. If the permanent pool cannot be sustained at the design elevation, benching of the safety shelf may be necessary.
7. If floating algae or weed growth becomes a nuisance (decay odors, etc.), it must be removed from the ponds and deposited where it cannot drain back into the ponds. Removal of the vegetation from the water reduces regrowth the following season (by harvesting the nutrients). Wetland vegetation must be maintained along the waters edge for safety and pollutant removal purposes.
8. If mosquitoes become a nuisance, the use of mosquito larvicide containing naturally-occurring Bti soil bacteria is recommended.

9. When sediment in the pond has accumulated to an elevation of 3.5 feet below the outlet elevation, it must be removed. All wet portions of the ponds are six feet deep from the invert of the lowest dewatering hole. Measurements to check the depth of sediment can be completed by starting at the elevation of the lowest dewatering hole and measuring down to the sediment level within the ponds. It anticipated that sediment may need to be removed in approximate 20 year cycles. All sediment must be removed from the site or placed in an appropriate upland disposal site and stabilized (grass cover) to prevent sediment from washing back into the pond. Meet Wisconsin Administrative Code NR 500 for disposal requirements. A two foot clay liner has been installed in all of the ponds. When performing sediment removal, the contractors must review the approved construction plans for the site to determine the original shape of the pond and the original design depth of the pond so that the excavation does not disturb the clay liner. An engineer and/or surveyor with experience in storm water ponds can provide technical assistance in reviewing the plans and providing staking and elevation guidance during excavation. Excavation below the original design depth is prohibited unless a geotechnical analysis is completed per Wisconsin DNR Technical Standard No. 1001 and any changes in the design are reviewed and approved by the City of Franklin.
10. No grading or filling of the ponds or berms other than for sediment removal is allowed, unless otherwise approved by the City of Franklin.
11. Periodic mowing of the grass swales will encourage vigorous grass cover and allow better inspections for erosion. Waiting until after August 1 will avoid disturbing nesting wildlife. Mowing around the ponds may attract nuisance populations of geese to the property and is not necessary or recommended.
12. Any other repair or maintenance needed to ensure the continued function of the storm water practices or as ordered by the City of Franklin under the provisions listed in this Agreement.
13. Aerators/Fountains – If an aerator or fountain is desired for visual and other aesthetic effects (aerators designed to mix the contents of the pond are prohibited) they must meet all of the items below:
 - i. Use an aerator/fountain that does not have a depth of influence that extends into the sediment storage depth (i.e. more than three feet below the normal water surface).
 - ii. If the water surface drops due to drought or leakage, the aerator / fountain may not be operated until the water rises enough for the depth of influence to be above the sediment storage layer. Therefore, if the depth of influence of the aerator / fountain is two feet, the water surface must be within one foot or less of the lowest pond outlet.
 - iii. Provide an automatic shut-off of the aerator/fountain as the pond starts to rise during a storm event. The aerator/fountain must remain off while the pond depth returns to the permanent pool elevation and, further, shall remain off for an additional 48 hours, as required for the design micron particle size to settle to below the draw depth of the pump.
 - iv. Configure the pump intake to draw water primarily from a horizontal plane so as to minimize the creation of a circulatory pattern from bottom to top throughout the pond.

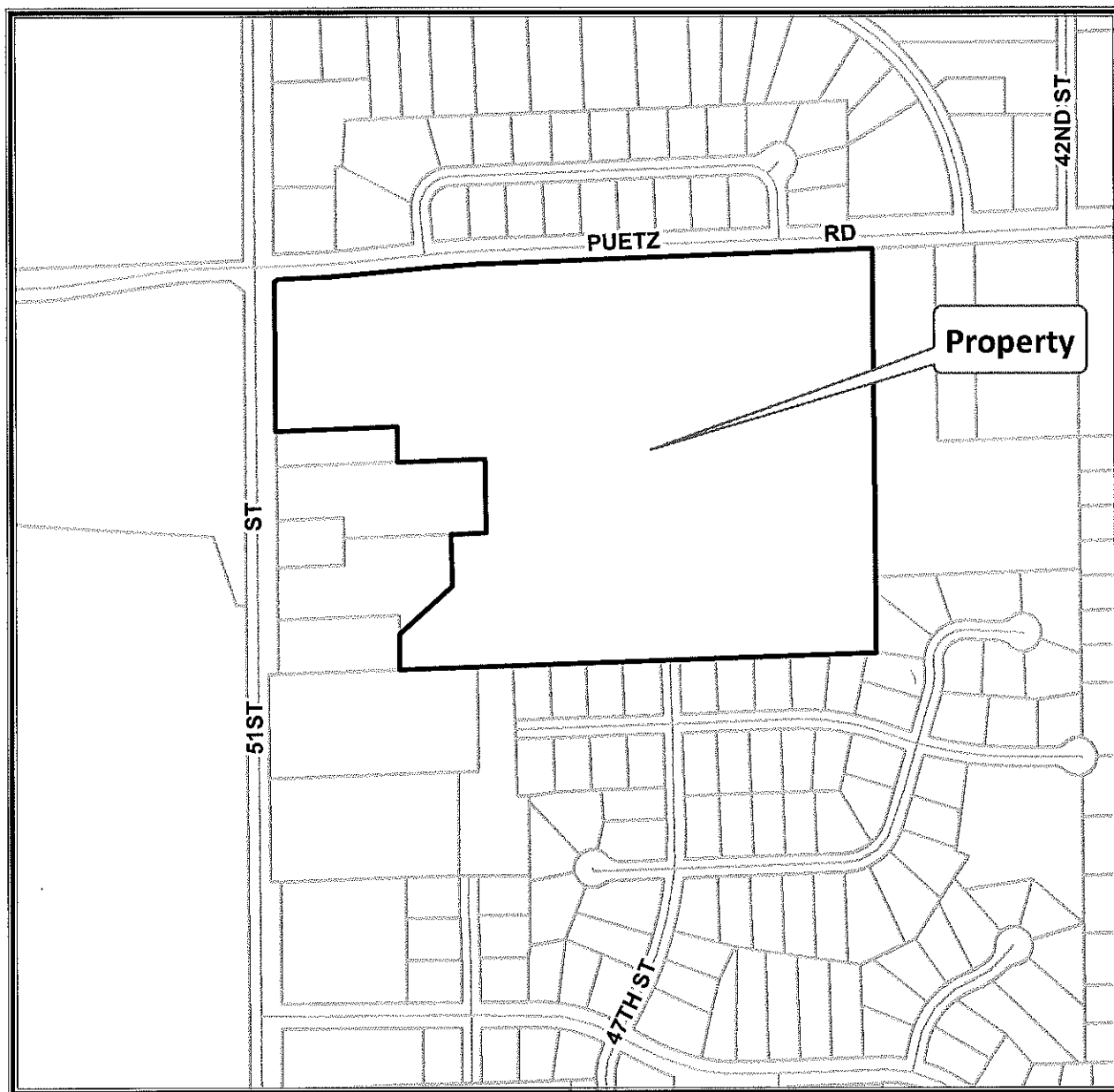
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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/04/18
REPORTS & RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT AN OPEN SPACE PRESERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A FINAL PLAT FOR ASPEN WOODS SUBDIVISION (AT APPROXIMATELY SOUTH 51ST STREET AND WEST PUETZ ROAD) (VERIDIAN HOMES, LLC, APPLICANT)	ITEM NUMBER <i>G.4.</i>
<p>City Development staff recommends approval of a resolution authorizing certain officials to accept an open space preservation easement for and as part of the review and approval of a Final Plat for Aspen Woods Subdivision (at approximately South 51st Street and West Puetz Road) (Veridian Homes, LLC, Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Resolution No. 2018-_____, a resolution authorizing certain officials to accept an open space preservation easement for and as part of the review and approval of a Final Plat for Aspen Woods Subdivision (at approximately South 51st Street and West Puetz Road) (Veridian Homes, LLC, Applicant), subject to review and approval by the Department of City Development and technical corrections by the City Attorney.</p>		

Department of City Development: OPS



TKN 853 9995 010



Planning Department
(414) 425-4024

0 300 600 1,200 Feet



2017 Aerial Photo

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.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2018-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO
ACCEPT AN OPEN SPACE PRESERVATION EASEMENT FOR AND AS PART
OF THE REVIEW AND APPROVAL OF A FINAL PLAT FOR ASPEN WOODS
SUBDIVISION (AT APPROXIMATELY SOUTH 51ST STREET AND WEST PUETZ
ROAD) (VERIDIAN HOMES, LLC, APPLICANT)

WHEREAS, the Plan Commission having approved a Final Plat upon the application of Veridian Homes, LLC, on July 5, 2018, and the Plan Commission having conditioned approval thereof in part upon Common Council approval of an Open Space Easement; and

WHEREAS, §15-3.0702A(5) of the Unified Development Ordinance requires a minimum fifty (50) foot-wide open space buffer between an Open Space Subdivision and an abutting Conventional Subdivision, and said open space buffer to be protected by a conservation and/or open space preservation easement; and

WHEREAS, the City of Franklin Common Council having approved a Preliminary Plat upon the application of Veridian Homes, LLC, on April 17, 2018, conditioned in part upon requiring a 20-foot open space buffer at the rear of Lots 60, 61, and 62 in accordance with Section 15-7.0502AA of the City of Franklin Unified Development Ordinance; such open space buffer easement having been depicted upon the Final Plat approved by the Common Council on July 17, 2018; and

WHEREAS, the City Engineering Department, Department of City Development and the Office of the City Attorney having reviewed the proposed Open Space Preservation Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Open Space Preservation Easement submitted by VH Aspen Woods, LLC, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Open Space Preservation Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT AN OPEN SPACE PRESERVATION EASEMENT
VERIDIAN HOMES, LLC
RESOLUTION NO. 2018-_____
Page 2

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

APPROVED:

STEPHEN R. OLSON, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

OPEN SPACE PRESERVATION EASEMENT

ASPEN WOODS

This Open Space Preservation easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and VH ASPEN WOODS, LLC, a Limited Liability Corporation, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Open Space Preservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, Northwest ¼ of the Northeast ¼ and the West ½ of the Northeast ¼ of Section 23 Township 5 North, Range 21 East, described in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor is required by Section 15-3.0702A. of the City of Franklin Unified Development Ordinance to provide a fifty (50) foot-wide open space buffer between an Open Space Subdivision and an abutting Conventional Subdivision; and

WHEREAS, the City of Franklin Common Council having approved a Preliminary Plat upon the application of Veridian Homes, LLC, on April 17, 2018, conditioned in part upon requiring a 20-foot open space buffer at the rear of Lots 60, 61, and 62 and the addition of some additional landscaping on the west property line of Lots 60, 61, and 62 in accordance with Section 15-7.0502AA. of the City of Franklin Unified Development Ordinance; such open space buffer easement having been depicted upon the Final Plat approved by the Common Council on July 17, 2018; and

WHEREAS, Grantee is a "holder", as contemplated by §700.40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the open space preservation easement on, over, and across the protected property, desire to provide an open space buffer and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this open space preservation easement; and

WHEREAS, the Grantee is willing to accept this open space preservation easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby;

WHEREAS, Associated Bank, mortgagee of the Protected Property ("Mortgagee"), consents to the grant of this Easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent".

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a open space preservation easement in perpetuity on, over, and across the protected property.

Grantee's rights hereunder shall consist solely of the following:

1. To establish an ensure the continuance of an open space buffer for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining Aspen Woods Subdivision from that Open Space Subdivision by requiring this protected property to be open space in perpetuity; the protected property shall consist of natural existing vegetation or trees, shrubs, fences, and/or berms, designed to limit continuously the view and/or sound from the Aspen Woods Subdivision lots or sites to adjacent lots or sites, which may be installed pursuant to the approved Aspen Woods Landscape Plan City file-stamped June 25, 2018 on file in the Department of City Development, or if approved in writing by the Common Council upon the application of the purpose of this Easement to the proposed installation(s);
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants

subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over, or across the protected property, the Grantor, without the prior consent of the Grantee, shall not:

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the open space buffer value of the protected property to the members of the Aspen Woods Homeowner's Association or the occupants of land adjoining or neighboring the protected property including, but not limited to fences, berms, and the like;

To have and to hold this open space preservation easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant. Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the protected property pursuant to law.

The covenants, terms, conditions, and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows:

To Grantor:
VH Aspen Woods, LLC
Attn: David P. Simon
6801 South Towne Drive
Madison, WI 53713

To Grantee:
City of Franklin
Office of the City Clerk
9229 W. Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the grantor has set its hand and seals this on this date of _____, 20__.

VH ASPEN WOODS, LLC

By: _____
Authorized Officer and Signatory

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, A.D. 20__ by

David P. Simon as Authorized Officer and Signatory of VH Aspen Woods, LLC

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said VH Aspen Woods, LLC.

Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Open Space Preservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Open Space Preservation Easement. In consideration of the making of such Grant Of Open Space Preservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, A.D.20____.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Nicholas Fuchs, Principal Planner
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

The undersigned, Associated Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20____, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property.

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

ASSOCIATED BANK

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ as _____ of Associated Bank, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public, State of Wisconsin

My commission expires _____

OPEN SPACE PRESERVATION EASEMENT

ASPEN WOODS

This Open Space Preservation easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and VH ASPEN WOODS, LLC, a Limited Liability Corporation, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Open Space Preservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to § 700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, Northwest ¼ of the Northeast ¼ and the West ½ of the Northeast ¼ of Section 23 Township 5 North, Range 21 East, described in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor is required by Section 15-3.0702A. of the City of Franklin Unified Development Ordinance to provide a fifty (50) foot-wide open space buffer between an Open Space Subdivision and an abutting Conventional Subdivision; and

WHEREAS, the City of Franklin Common Council having approved a Preliminary Plat upon the application of Veridian Homes, LLC, on April 17, 2018, conditioned in part upon requiring a 20-foot open space buffer at the rear of Lots 60, 61, and 62 and the addition of some additional landscaping on the west property line of Lots 60, 61, and 62 in accordance with Section 15-7.0502AA. of the City of Franklin Unified Development Ordinance; such open space buffer easement having been depicted upon the Final Plat approved by the Common Council on July 17, 2018; and

WHEREAS, Grantee is a "holder", as contemplated by §700.40(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under § 62.23 and § 236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the open space preservation easement on, over, and across the protected property, desire to provide an open space buffer and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this open space preservation easement; and

WHEREAS, the Grantee is willing to accept this open space preservation easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby;

WHEREAS, Associated Bank, mortgagee of the Protected Property ("Mortgagee"), consents to the grant of this Easement by Grantor to Grantee and Mortgagee's consent is attached hereto and identified as "Mortgage Holder Consent".

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a open space preservation easement in perpetuity on, over, and across the protected property.

Grantee's rights hereunder shall consist solely of the following:

1. To establish and ensure the continuance of an open space buffer for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining Aspen Woods Subdivision from that Open Space Subdivision by requiring this protected property to be open space in perpetuity; the protected property shall consist of natural existing vegetation or trees, shrubs, fences, and/or berms, designed to limit continuously the view and/or sound from the Aspen Woods Subdivision lots or sites to adjacent lots or sites, which may be installed pursuant to the approved Aspen Woods Landscape Plan City file-stamped June 25, 2018 on file in the Department of City Development, or if approved in writing by the Common Council upon the application of the purpose of this Easement to the proposed installation(s);
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants

subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over, or across the protected property, the Grantor, without the prior consent of the Grantee, shall not:

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the open space buffer value of the protected property to the members of the Aspen Woods Homeowner's Association or the occupants of land adjoining or neighboring the protected property including, but not limited to fences, berms, and the like;

To have and to hold this open space preservation easement unto the Grantee forever. Except as expressly limited herein, the Grantor reserves all rights as owner of the protected property, including, but not limited to, the right to use the protected property for all purposes not inconsistent with this grant. Grantor shall be responsible for the payment of all general property taxes levied, assessed, or accruing against the protected property pursuant to law.

The covenants, terms, conditions, and restrictions set forth in this grant shall be binding upon the Grantor and the Grantee and their respective agents, personal representatives, heirs, successors, and assigns, and shall constitute servitudes running with the protected property in perpetuity. This grant may not be amended, except by a writing executed and delivered by Grantor and Grantee or their respective personal representatives, heirs, successors, and assigns. Notices to the parties shall be personally delivered or mailed by U.S. Mail registered mail, return receipt requested, as follows:

To Grantor:
VH Aspen Woods, LLC
Attn: David P. Simon
6801 South Towne Drive
Madison, WI 53713

To Grantee:
City of Franklin
Office of the City Clerk
9229 W. Loomis Road
Franklin, Wisconsin 53132

In witness whereof, the grantor has set its hand and seals this on this date of _____, 20__.

VH ASPEN WOODS, LLC

By: _____
Authorized Officer and Signatory

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

This instrument was acknowledged before me on the _____ day of _____, A.D. 20__ by

David P. Simon as Authorized Officer and Signatory of VH Aspen Woods, LLC

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said VH Aspen Woods, LLC.

Notary Public

My commission expires _____

Acceptance

The undersigned does hereby consent to and accepts the Open Space Preservation Easement granted and conveyed to it under and pursuant to the foregoing Grant of Open Space Preservation Easement. In consideration of the making of such Grant Of Open Space Preservation Easement, the undersigned agrees that this acceptance shall be binding upon the undersigned and its successors and assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, A.D.20__.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

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

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Nicholas Fuchs, Principal Planner
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

The undersigned, Associated Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20____, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property.

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

ASSOCIATED BANK
a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ as _____ of Associated Bank, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public, State of Wisconsin

My commission expires _____

Exhibit A

[The Aspen Woods Subdivision Plat property upon which the open space buffer lands are located is legally described as follows:

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


A map depicting the open space buffer lands is annexed hereto. The open space buffer lands are legally described as set forth on EXHIBIT A-1, EXHIBIT A-2, EXHIBIT B-1, EXHIBIT B-2, EXHIBIT C-1 and EXHIBIT C-2 annexed hereto.]

50' WIDE OPEN SPACE BUFFER EASEMENT ON OUTLOT 2 OF ASPEN WOODS EXHIBIT A-1

LEGAL DESCRIPTION OF 50' WIDE OPEN SPACE BUFFER EASEMENT ON OUTLOT 2:

A 50' wide Open Space Buffer Easement being a part of Outlot 2 of Aspen Woods Subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Southeast corner of said Outlot 2; thence North 00°-27'-19" West along the East line of said Outlot 2, a distance of 50.02 feet; thence South 87°-59'-24" West, a distance of 625.76 feet to a Westerly corner of said Outlot 2; thence South 02°-00'-36" East along a Westerly line of said Outlot 2, a distance of 50.00 feet to the South line of said Outlot 2; thence North 87°-59'-24" East along said South line, a distance of 624.40 feet to the point of beginning.

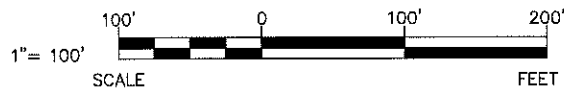
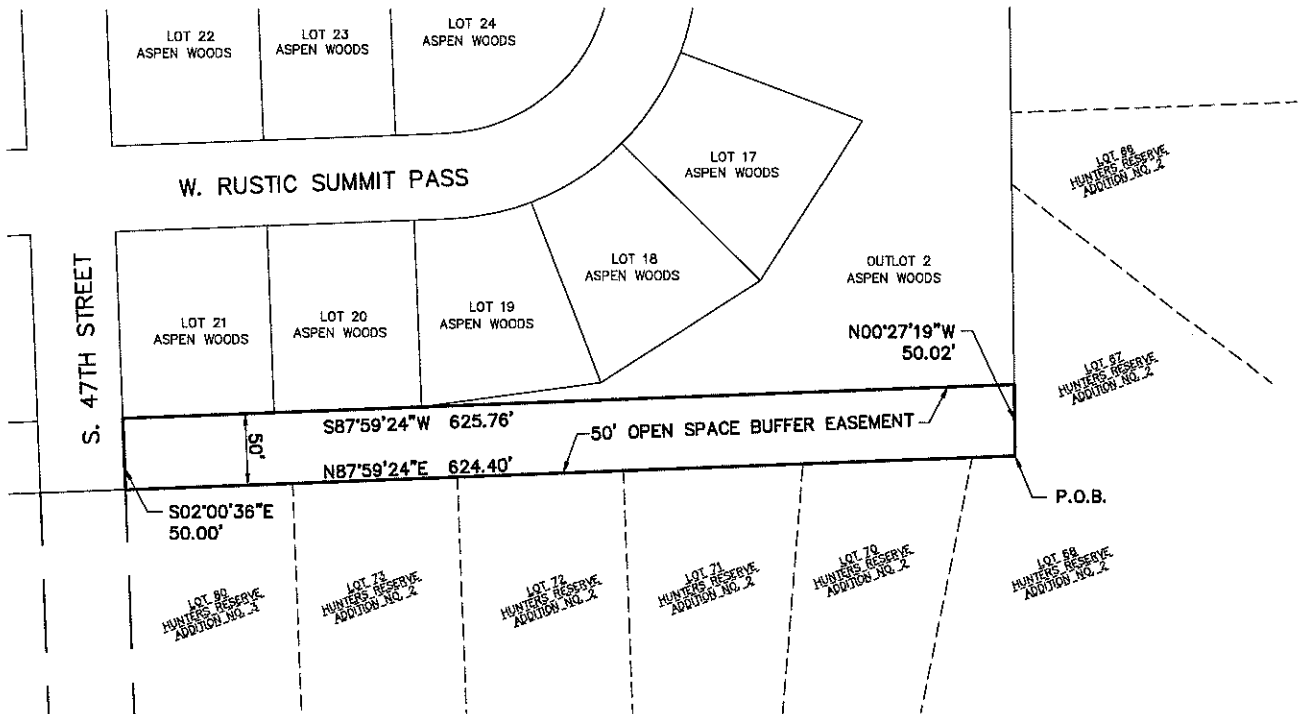



EXCEL
ENGINEERING^{INC.}
SURVEYING GROUP
PROJECT NO. 1744700

Always a Better Plan

100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

**50' WIDE OPEN SPACE BUFFER EASEMENT
ON OUTLOT 2 OF ASPEN WOODS
EXHIBIT A-2**





Excel
ENGINEERING Inc.
SURVEYING GROUP
PROJECT NO. 1744700

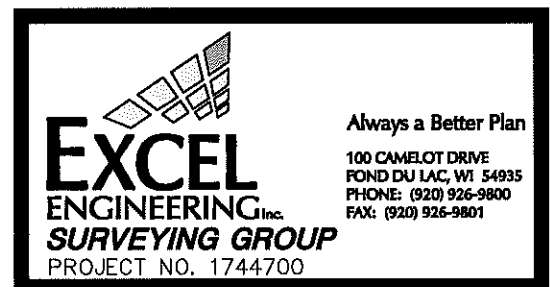
Always a Better Plan
100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

**50' WIDE OPEN SPACE BUFFER EASEMENT
ON OUTLOT 4 OF ASPEN WOODS
EXHIBIT B-1**

LEGAL DESCRIPTION OF 50' WIDE OPEN SPACE BUFFER EASEMENT ON OUTLOT 4:

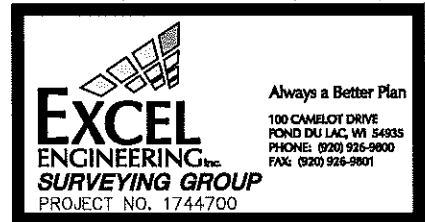
A 50' wide Open Space Buffer Easement being a part of Outlot 4 of Aspen Woods Subdivision, located in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Southwest corner of said Outlot 4; thence North 87°-59'-24" East along the South line of said Outlot 4, a distance of 827.26 feet to the Southeast corner of said Outlot 4; thence North 02°-00'-36" West along an Easterly line of said Outlot 4, a distance of 50.00 feet to Northeast corner of said Outlot 4; thence South 87°-59'-24" West along a Northerly line of said Outlot 4, a distance of 825.89 feet to the West line of said Outlot 4; thence South 00°-25'-54" East along said West line, a distance of 50.02 feet to the point of beginning.



1" = 100'

SCALE FEET



**20' WIDE OPEN SPACE BUFFER EASEMENT
ON LOTS 60-62 OF ASPEN WOODS
EXHIBIT C-1**

LEGAL DESCRIPTION OF 20' WIDE OPEN SPACE BUFFER EASEMENT ON LOTS 60-62:

A 20' wide Open Space Buffer Easement being the West 20 feet of Lots 60, 61 and 62 of Aspen Woods Subdivision, located in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

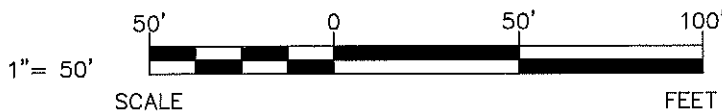
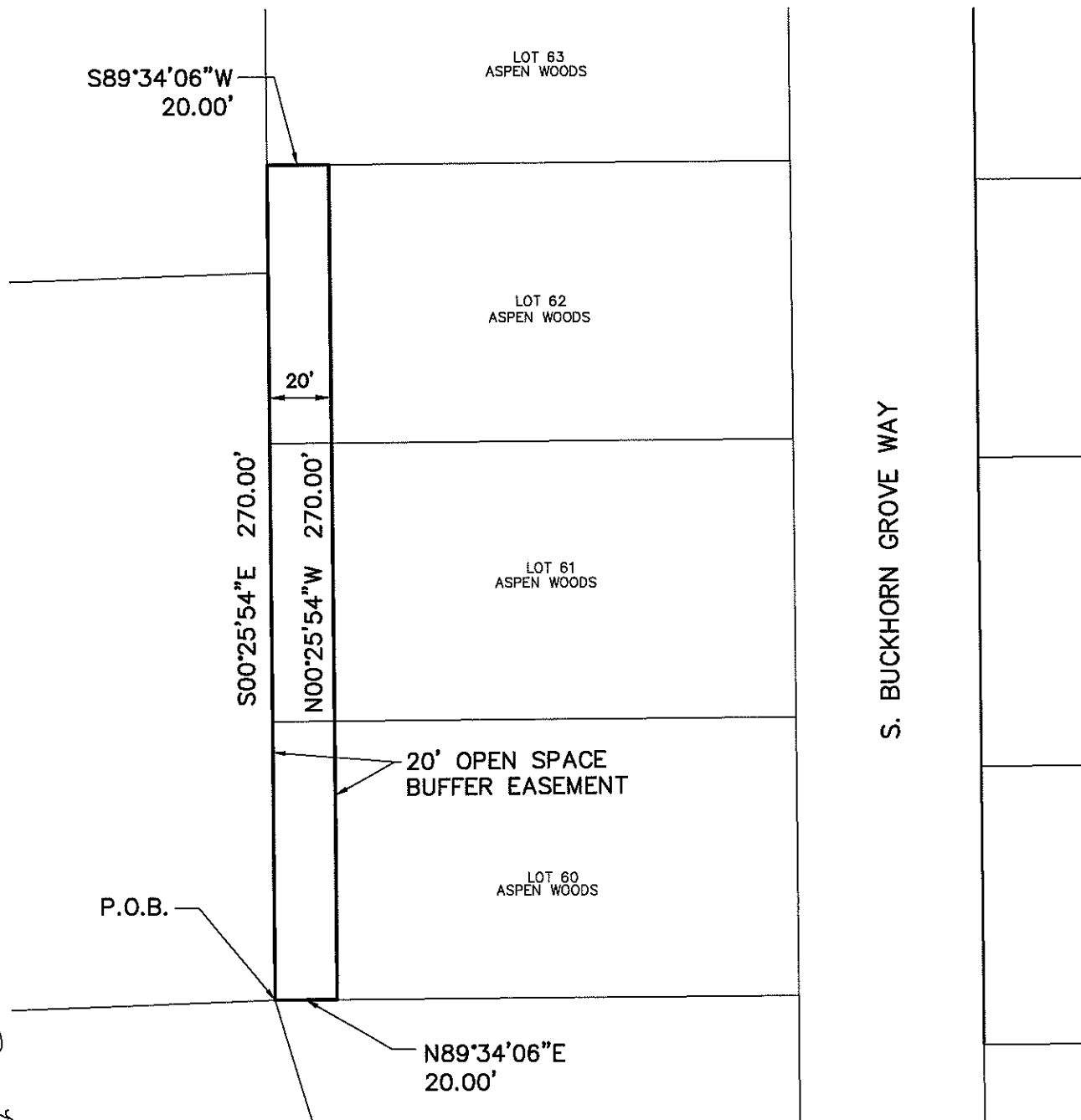
Beginning at the Southwest corner of said Lot 60; thence North 89°-34'-06" East along the South line of said Lot 60, a distance of 20.00 feet; thence North 00°-25'-54" West, a distance of 270.00 feet to the North line of said Lot 62; thence South 89°-34'-06" West along the North line of said Lot 62, a distance of 20.00 feet to the Northwest corner of said Lot 62; thence South 00°-25'-54" East along the West line of said Lots 60, 61 and 62, a distance of 270.00 feet to the point of beginning.




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20' WIDE OPEN SPACE BUFFER EASEMENT ON LOTS 60-62 OF ASPEN WOODS EXHIBIT C-2





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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/04/18
REPORTS & RECOMMENDATIONS	RESOLUTION TO AMEND RESOLUTION NOS. 1978-1424, 1988-3136, 1995-4309, 2001-5272 AND 2003-5506 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR POLONIA SPORTS CLUB, INC. LOCATED AT 10200 WEST LOOMIS ROAD FOR THE USE OF PORTABLE GENERATOR UNITS/MOVABLE FLOOD LIGHTING ON SEVERAL YOUTH SOCCER FIELDS (POLONIA YOUTH SOCCER CLUB, LTD., APPLICANT)	ITEM NUMBER <i>G.5.</i>

At the August 23, 2018 meeting of the Plan Commission the following action was approved: move to recommend approval of a resolution to amend Resolution Nos. 1978-1424, 1988-3136, 1995-4309, 2001-5272 and 2003-5506 imposing conditions and restrictions for the approval of a Special Use for Polonia Sports Club, Inc. located at 10200 West Loomis Road to allow for the use of portable generator units/movable flood lighting on several youth soccer fields, subject to: the site plan depicting the location of the portable toilet, the lights for the two (2) east youth fields being shut off at 8:30 p.m., investigating and entering into any reasonable quieter generator availability, and weekday use of the site being limited for soccer practice only.

Per the above motion, Staff added Conditions 7, 8, and 9 to the draft resolution and revised Condition No. 5.

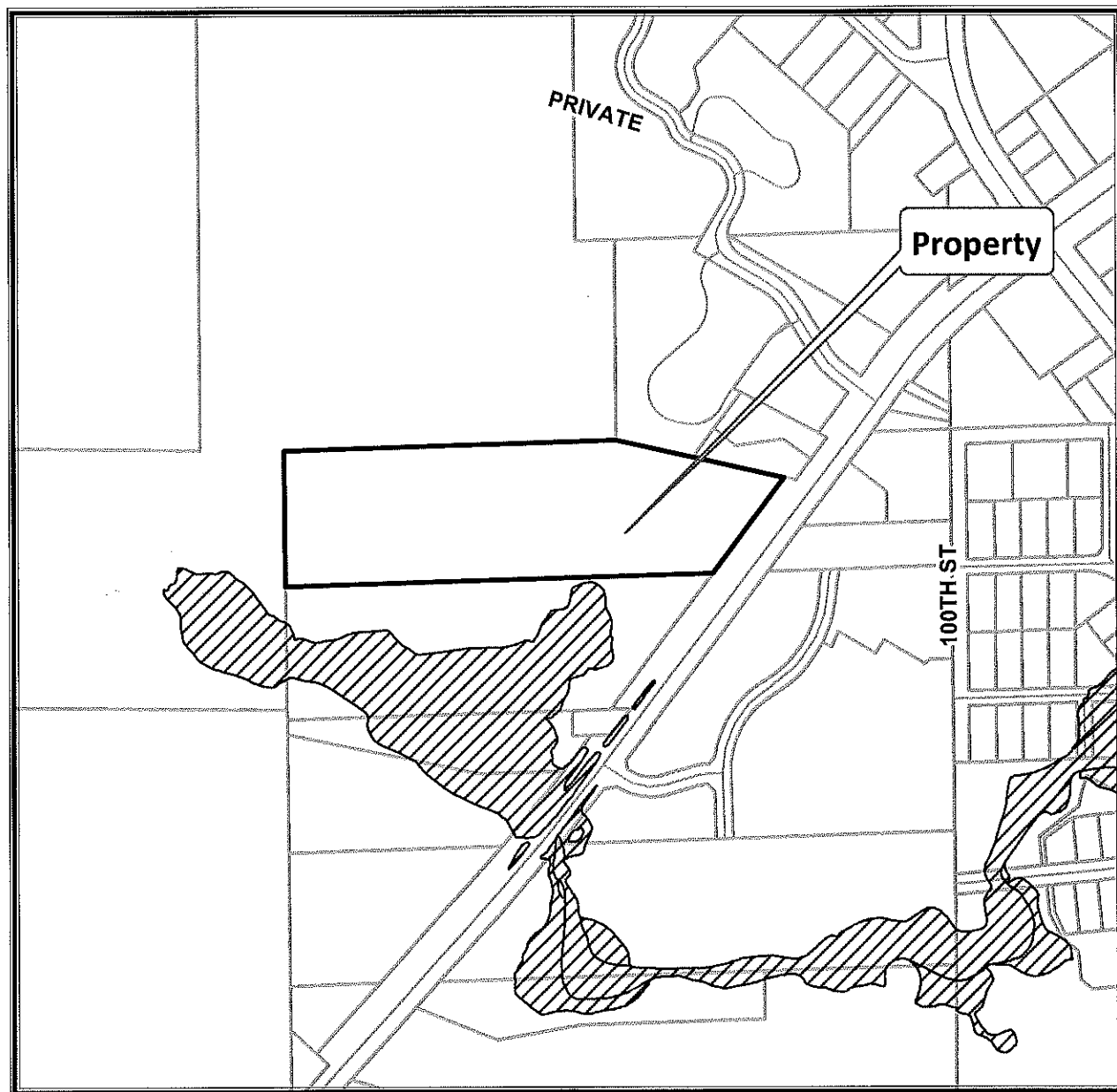
5. Portable generator units/movable flood lighting shall be shut off by 8:30 p.m. for the two (east) youth fields and by 9:30 p.m. for the remainder of the site.
7. A revised Site Plan shall be submitted to the Department of City Development depicting the location of the portable toilet for review and approval by Staff.
8. Polonia Youth Sports, Ltd. shall investigate the availability of any reasonable quieter generators.
9. Weekday use of the site shall be limited to soccer practice.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2018-_____, a resolution to amend Resolution Nos. 1978-1424, 1988-3136, 1995-4309, 2001-5272 and 2003-5506 imposing conditions and restrictions for the approval of a Special Use for Polonia Sports Club, Inc. located at 10200 West Loomis Road to allow for the use of portable generator units/movable flood lighting on several youth soccer fields (Polonia Youth Sports Club, Ltd., Applicant).



10200 W. Loomis Road
TKN: 846 9988 000



Planning Department
(414) 425-4024

0 380 760 1,520 Feet

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



2017 Aerial Photo

RESOLUTION NO. 2018-_____

A RESOLUTION TO AMEND RESOLUTION NOS. 1978-1424, 1988-3136,
1995-4309, 2001-5272 AND 2003-5506 IMPOSING CONDITIONS AND
RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR POLONIA
SPORT CLUB, INC. LOCATED AT 10200 WEST LOOMIS ROAD FOR
THE USE OF PORTABLE GENERATOR UNITS/MOVABLE FLOOD LIGHTING
ON SEVERAL YOUTH SOCCER FIELDS
(POLONIA YOUTH SOCCER CLUB, LTD., APPLICANT)

WHEREAS, Polonia Youth Soccer Club, Ltd. having petitioned the City of Franklin for the approval of an amendment to Resolution Nos. 1978-1424, 1988-3136, 1995-4309, 2001-5272 and 2003-5506, conditionally approving a Special Use for Polonia Sport Club, Inc., for the location and operation of a private sports club with clubhouse facility upon property located at 10200 West Loomis Road, such property being zoned P-1 Park District, more particularly described as follows:

That part of the Northwest 1/4 of Section 20 Township 5 North Range 21 East. in the City of Franklin, bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section; thence South along the West line of said 1/4 Section, 540.76 feet to a point; thence Easterly and parallel to the South line of said 114 Section, 1838.16 feet to a point on the center line of West Loomis Road as now located; thence North 38°35'45" East along the center line of West Loomis Road to a point 256 feet South 38°35'45" West of where the center line of West Loomis Road crosses the north line of said 1/4 Section; thence North 75°38'14" West 801.32 feet to a point on the North line of said 1/4 Section; thence South 89°55' West along the North line of said 114 Section to the place of beginning; Tax Key No.: 846-9988-000; and

WHEREAS, such proposed amendment being for the use of ten (10) 30 foot tall portable generator units/movable flood lighting to light several youth soccer fields to allow soccer practice in the evenings throughout autumn; 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 23rd day of August, 2018, and the Plan Commission thereafter having determined to recommend that the proposed amendment to Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed amendment to Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon

POLONIA YOUTH SOCCER CLUB, LTD. – SPECIAL USE AMENDMENT
RESOLUTION NO. 2018-_____

Page 2

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 recommendation 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 Polonia Youth Soccer Club, Ltd. 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 Polonia Youth Soccer Club, Ltd., successors and assigns, for the use of portable generator units/movable flood lighting for the Polonia Soccer Club youth soccer fields, which shall be operated and maintained by Polonia Youth Soccer Club, Ltd. in a manner by which each light/generator shall be pointing away from area residential properties, to ensure no light is toward residences.
2. Polonia Youth Soccer Club, Ltd., 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 consults to the City of Franklin, 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 Polonia Youth Soccer Club, Ltd. and the Polonia Soccer Club use of portable generator units/movable flood lighting for the youth soccer fields located at 10200 West Loomis Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. A Final Lighting Plan in accordance with Division 15-5.0400 of the Unified Development Ordinance shall be submitted to the Department of City Development

POLONIA YOUTH SOCCER CLUB, LTD. – SPECIAL USE AMENDMENT
RESOLUTION NO. 2018-_____

Page 3

for review and approval by Staff, prior to any further use of the portable generator units/movable flood lighting.

5. Portable generator units/movable flood lighting shall be shut off by 8:30 p.m. for the two (east) youth fields and by 9:30 p.m. for the remainder of the site.
6. The use of portable generator units/movable flood lighting shall be limited to September 1 through November 15.
7. A revised Site Plan shall be submitted to the Department of City Development depicting the location of the portable toilet for review and approval by Staff.
8. Polonia Youth Sports, Ltd. shall investigate the availability of any reasonable quieter generators.
9. Weekday use of the site shall be limited to soccer practice.

BE IT FURTHER RESOLVED, that in the event Polonia Youth Soccer Club, Ltd., 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 Nos. 1978-1424, 1988-3136, 1995-4309, 2001-5272 and 2003-5506, 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, the additional Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the establishment

POLONIA YOUTH SOCCER CLUB, LTD. – SPECIAL USE AMENDMENT
RESOLUTION NO. 2018-_____

Page 4

of the Polonia Soccer Club seasonal use of portable generator units/movable flood lighting for the youth soccer fields.

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.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of August 23, 2018

Special Use Amendment

RECOMMENDATION: City Development Staff recommends approval of the proposed special use amendment for the use of portable generator units/movable flood lighting on several youth soccer fields upon property located at 10200 West Loomis Road, subject to the conditions of approval in the attached draft resolution.

Project Name:	Polonia Youth Soccer Club Special Use Amendment
Project Address:	10200 West Loomis Road
Applicant:	Polonia Youth Soccer Club, Ltd.
Agent:	Dan Stadler
Owners (property):	Polonia Sports Club Incorporated
Current Zoning:	P-1 Park District
2025 Comprehensive Master Plan	Recreational and Areas of Natural Resource Features
Use of Surrounding Properties:	Institutional, multi-family, and single-family residential (to the north), single-family residential (to the south), commercial and single-family residential (to the east) and agricultural (to the west).
Applicant Action Requested:	Approval of the proposed Special Use Amendment

Please note:

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

INTRODUCTION:

On June 13, 2018, Dan Stadler submitted a Special Use Amendment application on behalf of Polonia Youth Sports Club, Ltd. requesting approval to use portable generator units/movable flood lighting on five (5) soccer fields upon property located at 10200 West Loomis Road. Private Parks are allowed within the P-1 Park District as a Special Use.

HISTORY:

Polonia Youth Sports Club, Ltd. has been operating portable generator units/movable flood lighting at 10200 W. Loomis Road since at least September of 2017, without any approvals from the City of Franklin. In order to address this situation, Staff has been working with Polonia Youth Sports Club, Ltd. on obtaining approval of a Special Use Amendment.

PROJECT DESCRIPTION AND ANALYSIS:

The applicant is requesting to use ten (10) 30 foot portable generator units/movable flood lighting on five (5) soccer fields at Polonia Sports Club property located at 10200 W. Loomis Road.

Lighting:

The applicant has provided a preliminary Lighting Plan. However, the preliminary plan is missing two of the required Lighting Plan elements. This includes a graphic depiction of the luminaire lamp (or bulb) concealment and light cut-off angles, and the overall illumination levels in footcandles on the site and at the property boundary lines. Staff has made a determination that a Final Lighting Plan is reasonably necessary in order to properly review the visual impacts of the proposed portable generator units/movable flood lighting. Therefore, Staff recommends the applicant submit a Final Lighting Plan in accordance with Division 15-5.0400 of the Unified Development Ordinance to the Department of City Development for review and approval by Staff, prior to any further use of the portable generator units/movable flood lighting.

Staff recommends all portable generator units/movable flood lighting be shut off by 9:30 p.m.

Staff recommends limiting the use of the portable generator units/movable flood lighting to September 1 through November 15.

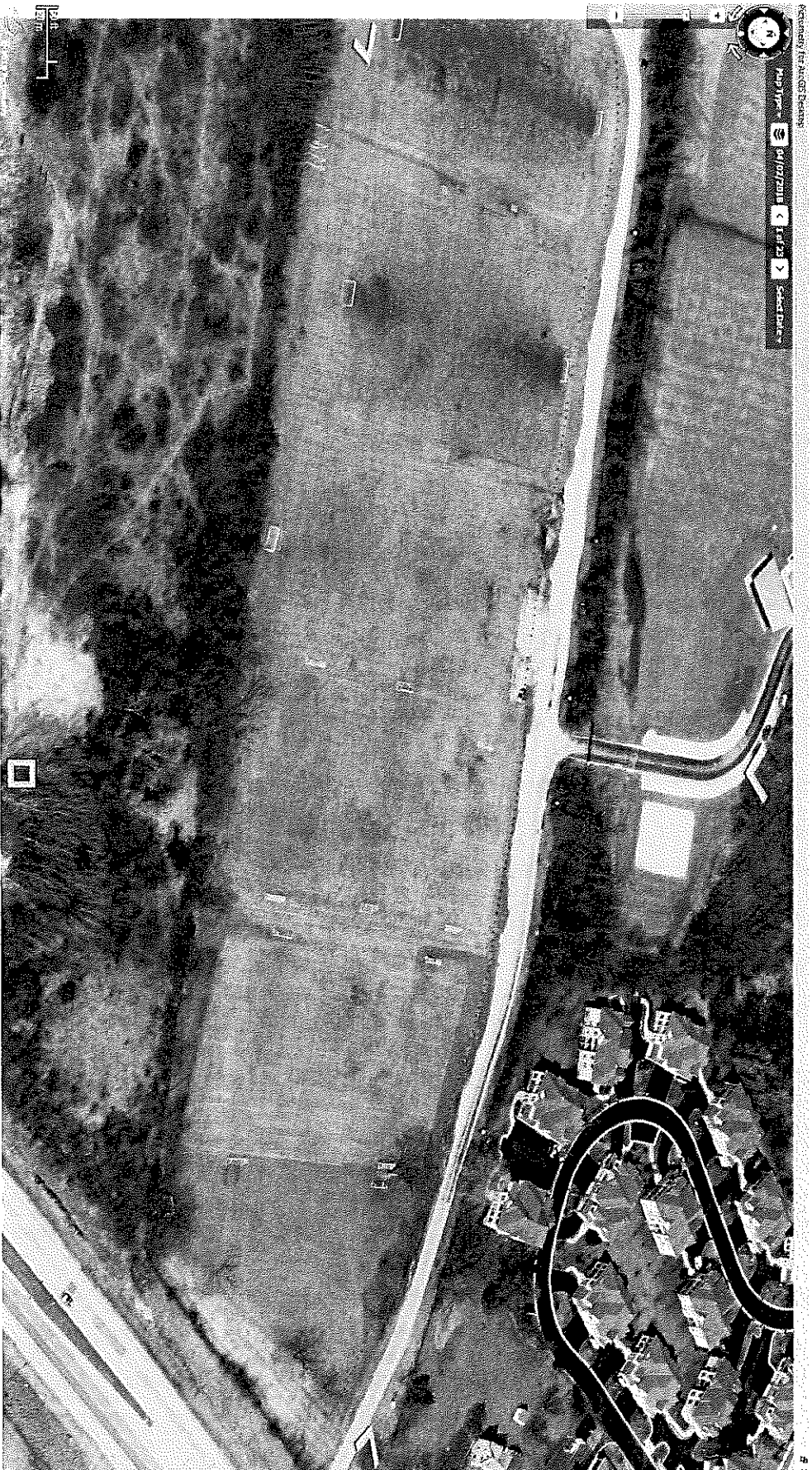
NRPP:

The applicant has submitted a map of the proposed light tower locations using best available natural resource features data provided by Staff.

Section 15-3.0701(A) and (C) of the UDO contains the General Standards and Considerations that must be examined for each proposed Special Use prior to granting approval. The applicant has provided a written response to these standards, which is included in your packet.

STAFF RECOMMENDATION:

City Development Staff recommends approval of the proposed special use amendment for the use of portable generator units/movable flood lighting on several youth soccer fields upon property located at 10200 West Loomis Road, subject to the conditions of approval in the attached draft resolution.



10200 W. Loomis Road
2018 Oblique Orthophoto (view from the south)

Polonia Special Use Permit Request

Date: August 13, 2018

The information provided below is intended to supplement our Special Use Permit Request submitted June 13, 2018, in view of the comments provided by the City Staff on August 1, 2018.

Project Narrative

8. Please specify the time of year (dates) you plan to set the lights up and take them down. Please be more specific than, "This will vary during the course of the year as daylight hour's change". Your initial proposal was to use the lights in the fall. Are you now proposing to use them year round?

As daylight hours become limited, Polonia Soccer Club proposes the use of portable generators with light units to allow our children to safely practice. As noted on the chart below, when practice starts in August, we have safe daylight until at least 8:44 PM. In early September, the sun sets 30 minutes into some of our practices. By October 1, the sun sets before some of our practices are scheduled to start.

Day	Sunset	Twilight end
Wed, Aug 1	8:12:32 PM	8:44:28 PM
Sat, Sep 1	7:25:58 PM	7:54:58 PM
Mon, Oct 1	6:32:35 PM	7:00:43 PM
Thu, Nov 1	5:43:49 PM	6:13:14 PM

Source: <https://sunrise-sunset.org/us/franklin-wi>

As noted below, Polonia owns three lighting units and rents seven additional lights to safely illuminate our fields for practices. Due to the immense cost of the rental units, we try to delay the start of the rental as long as possible (i.e., late-September) and stop the use of them as soon as possible (i.e., first week on November – when the season is over). However, we would like the ability to use our owned units needed (i.e., early September OR late March or early April if weather allows). As such, our primary usage of the lights will be in Fall, but we would like the right to use lights in other months as needed.

9. Please specify the time of day the lights will be turned on and off. How does this correspond with the practice schedule?

Due to our space constraints, we have no option but to have early practices (5:00 to 5:30 start time) followed by late practices (6:30 to 7:00 start time). Without the ability to use portable lights in Fall, we cannot accommodate this stacked practice schedule. This will place us at a competitive disadvantage to all other Soccer clubs who also use portable lights like Croatian Soccer Club and Milwaukee Kickers Soccer Club – both here in Franklin. We also want to provide a safe practice environment for our players like other non-soccer sports teams do through their use of portable lights.

We will typically like to use the lights from about 5:30 PM to about 9:00 PM. However, we would like the flexibility of turning them on as early as 5:00 PM and turning them off no later than 10:00 PM – assuming extra practice time is needed to prepare for the State Championships in October.

Note that these portable lights are quite expensive to operate. As such, we are incentivized to not run the lights any longer than necessary.

10. The Project Narrative states each light tower will be positioned pointing away from residences, but the Lighting Plan depicts three (3) towers facing north towards the adjacent Woodlake Condominiums. Please correct this discrepancy.

Polonia owns a large parcel of land. The lighting plan indicates the fields in use, none of which are closest to the neighboring residences. The closest towers, with the greatest chance of bothering our neighbors are positioned facing away from the residences. All generator units have standard 30 foot tall masts. We will position each generator light set pointing away from residences, to ensure no light is toward residences. The generators have a 68dB noise level at 23 feet. The closest unit to the residences will be at 80 feet and facing away.

11. Where are the ten (10) proposed light towers stored when they are not in use?

Polonia Soccer Club currently owns three units, which are stored outside on the parking lot near the Club House on the far West side of the property when not in use. We rent up to seven additional units, which are staged on the fields and returned to the rental company as soon as they are no longer needed.

12. Does the club own the proposed light towers or are they rented annually?

Polonia Soccer Club currently owns three units, and rents the rest.

13. What is the club's cost to rent and operate the proposed lights?

We rent each generator light for approximately \$500/month for a total cost of \$3,500 for seven units. Operating costs are the cost of fuel.

14. Please provide a brief background about the Polonia Youth Soccer Club (e.g. how old is the organization, how many teams, members, etc.).

Polonia Sport Club was established in 1950. Today, Polonia has 40 youth teams and 2 men's teams that use our soccer facilities in Franklin. Polonia Youth Soccer Club has over 500 boys and girls playing soccer weekly and we have been proud to call Franklin WI our home since 1978. In recent years, Polonia has experienced a lot of success with multiple teams qualifying for the State Championships and three teams finishing in the top 4 this past season.

Other

15. How loud (in decibels) are the generators running each light tower? Please note the generators shall comply with §183-40, Noise Disturbances Prohibited, of the Municipal Code. Please provide details regarding the noise produced by the generators.

The generators have a 68dB noise level at 23 feet.

Thank You for considering our project.

Rick Rabiega – President Polonia Sport Club (414) 810-8158

Dan Stadler – President Polonia Youth (414) 975-4063

Dan.Stadler@PoloniaSoccer.org

DIVISION 15-3.0700

SPECIAL USE STANDARDS AND REGULATIONS

SECTION 15-3.0701

GENERAL STANDARDS FOR SPECIAL USES

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

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

Response: Agreed

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

Response: We will ensure all lights are placed facing away from neighbors

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

Response: No change to existing

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

Response: No change to existing

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

Response: No change to existing

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

Response: Correct

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

Response: Agreed

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

Response: Agreed

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

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

Response: Agreed

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

Response: Agreed

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

Response: We will ensure all lights are placed facing away from neighbors

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

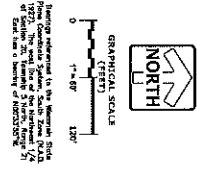
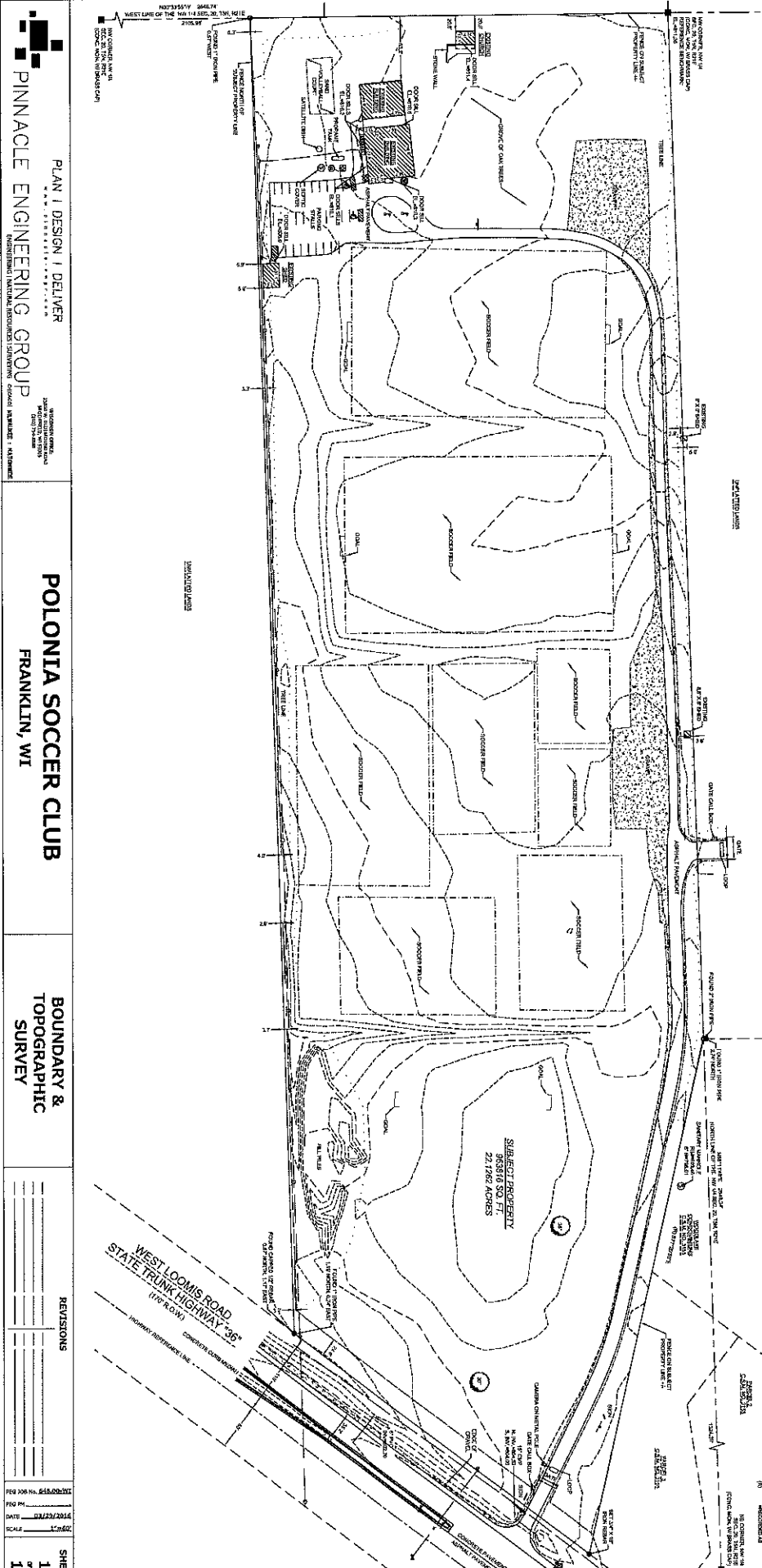
Response: Agreed

Per Warranty Deed recorded in the Milwaukee County Register's Office on December 30, 1995 as Document No. 80D3868.

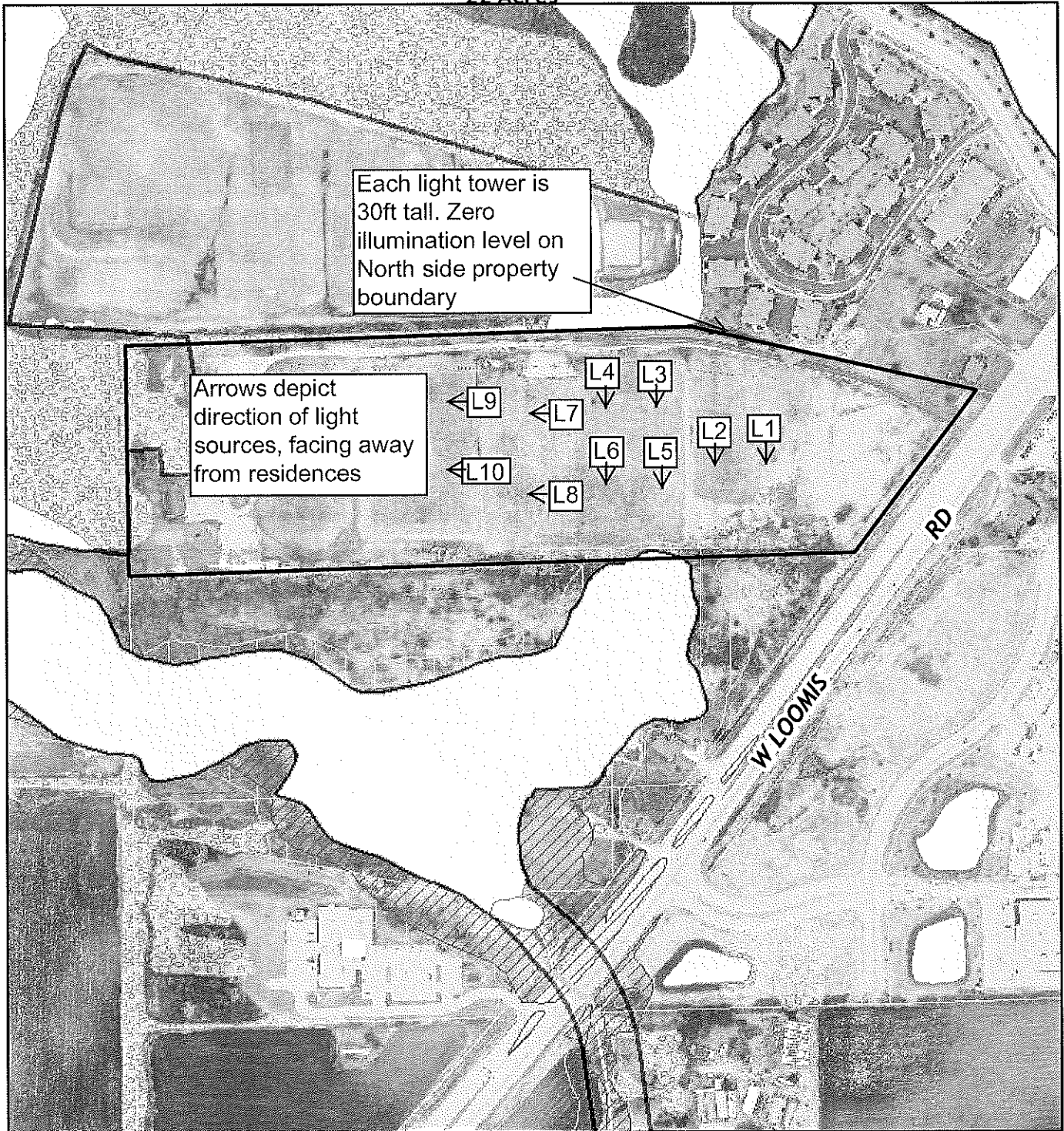
[illegible]

Being a part of the Northwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Certificates BRD-816 square feet (722,192 sqm) of bond, more or less.

[illegible][illegible]

Polonia Sports Club Incorporated
 10200 W. Loomis Road
 Tax Key No. 846 9988 000
 22 Acres



- Legend:**
- Property Boundaries
 - Streets
 - 2005 WI Wetland Inventory
 - Woodlands
 - 2005 Environmental Corridors
 - FEMA Floodplain 100-Year Zone AE
 - FEMA Floodplain 500-Year 0.2% Annual Chance
 - FIRM Panel



City Development 2018



SPECIFICATIONS

Read this manual carefully before attempting to use this light tower. The potential for property damage, personal injury or death exists if this equipment is misused or installed incorrectly. Read all of the manuals included with this unit. Each manual details specific information regarding items such as set up, use and service requirements. Specifications are subject to change without notice.

MAGNUM MODEL

MLT 3080

Lighting

Lighting Type	Metal Halide
Ballast Type	Coil & Core
Lumens	440,000
Coverage acres (m ²)	5 - 7 (20,234 - 28,328)

Dimensions

Length w/ mast stowed in (m)	170 (4.32)
Width in (m)	49 (1.25)
Width w/ outriggers extended in (m)	98 (2.49)
Height w/ mast stowed in (m)	68 (1.73)
Maximum height of tower ft (m)	30 (9.14)

Trailer

Number of Axles	1
Capacity - Axle Rating lbs (kg)	2200 (998)
Tire Size in	13
Hitch - Standard	2" Ball
Maximum Tire Pressure psi	50

SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

FLOOD PHOTOMETRIC REPORT

CATALOG: TV 1000M GP/HD3

TEST #: 30416

TEST DATE: 1/31/2008

CATALOG: TV 1000M GP/HD3

DESCRIPTION: SPUN PARABOLIC FLOODLIGHT - NEMA 3 DISTRIBUTION

SERIES: TV

LAMP CATALOG: MVR1000/U

LAMP: ONE 1000-WATT CLEAR BT-56 METAL HALIDE, HORIZONTAL POSITION.

LAMP OUTPUT: 1 LAMP, RATED LUMENS/LAMP: 110000

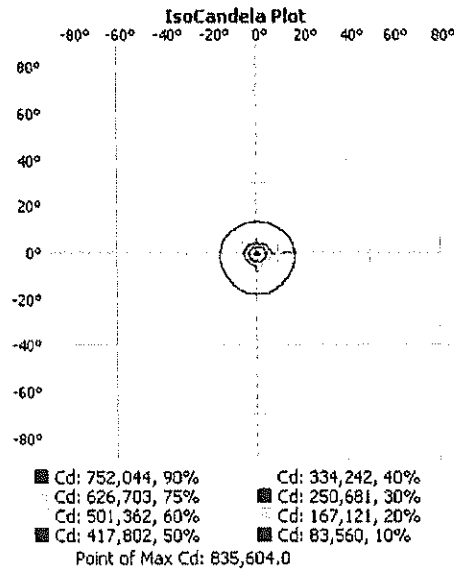
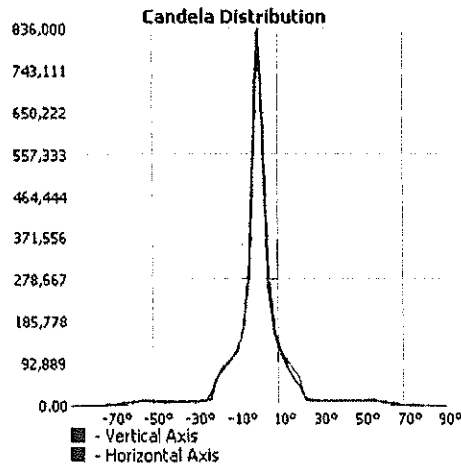
INPUT WATTAGE: 1080

LUMINOUS OPENING: CIRCULAR (DIA: 20.4")

NEMA TYPE: 3 X 3

MAX CD: 835,604.0 AT HORIZONTAL: 0°, VERTICAL: 0°

EFFICIENCY: 81.1%



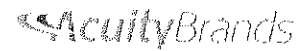
VISUAL PHOTOMETRIC TOOL 1.2.46 COPYRIGHT 2018, ACUITY BRANDS LIGHTING.

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30416
VISUAL PHOTOMETRIC TOOL

PUBLISH
PAGE 1 OF 3

FLOOD PHOTOMETRIC REPORT
 CATALOG: TV 1000M GP/HD3


ZONAL LUMEN SUMMARY

ZONE	LUMENS	% LAMP	% LUMINAIRE
0-30	55,696.4	50.6%	62%
0-40	62,461.3	56.8%	69.6%
0-60	81,166.8	73.8%	90.4%
60-90	8,598.1	7.8%	9.6%
0-90	89,764.9	81.6%	100%

LUMENS PER ZONE

ZONE	LUMENS	% TOTAL
0-10	23,089.3	25.7%
10-20	23,851.8	26.6%
20-30	8,755.3	9.8%
30-40	6,764.9	7.5%
40-50	8,764.2	9.8%
50-60	9,941.3	11.1%
60-70	6,218.8	6.9%
70-80	2,045.4	2.3%
80-90	333.9	0.4%

FLOOD SUMMARY


	EFFICIENCY	LUMENS	HORIZONTAL SPREAD	VERTICAL SPREAD
FIELD (10%):	34%	37,408.9	32.5	31.3
BEAM (50%):	6.3%	6,948.6	7.5	6.7
TOTAL:	81.1%	89,246.2		

FLOOD PHOTOMETRIC REPORT
 CATALOG: TV 1000M GP/HD3


CANDELA TABLE - TYPE B

	-90	-75	-65	-55	-45	-35	-25	-22.5	-7.5	0	7.5	22.5	25	35	45	55	65	75	90
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85	0	0	0	0	0	99	231	220	176	154	176	220	231	99	0	0	0	0	0
75	0	0	363	550	792	1133	1606	1595	1595	1650	1595	1595	1606	1133	792	550	363	0	0
65	0	363	748	1309	2398	3674	4532	4697	5203	5379	5203	4697	4532	3674	2398	1309	748	363	0
55	0	594	1133	2981	5830	8074	10054	10252	12001	12826	12001	10252	10054	8074	5830	2981	1133	594	0
45	0	803	2255	5126	10010	12859	12474	12474	12122	11968	12122	12474	12474	12859	10010	5126	2255	803	0
35	0	968	3256	7898	11880	12584	12122	12122	12056	11968	12056	12122	12122	12584	11880	7898	3256	968	0
25	0	1100	4246	10186	11858	11847	11000	10802	12705	12804	12705	10802	11000	11847	11858	10186	4246	1100	0
22.5	0	1122	4499	11275	11605	11605	10802	10769	16104	18557	16104	10769	10802	11605	11605	11275	4499	1122	0
7.5	0	1232	5423	13002	11396	11396	11429	12155	123321	159214	123321	12155	11429	11396	11396	13002	5423	1232	0
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-7.5	0	1221	5401	12199	11099	10967	11000	11572	118327	169092	118327	11572	11000	10967	11099	12199	5401	1221	0
-22.5	0	1100	4499	9999	10670	10725	9504	8514	19162	29931	19162	8514	9504	10725	10670	9999	4499	1100	0
-25	0	1078	4224	9207	10659	10857	9702	8272	10241	11605	10241	8272	9702	10857	10659	9207	4224	1078	0
-35	0	913	3179	7700	11715	11770	10604	9702	9273	9097	9273	9702	10604	11770	11715	7700	3179	913	0
-45	0	737	2178	5500	10604	13277	11726	11396	9405	9097	9405	11396	11726	13277	10604	5500	2178	737	0
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-65	0	330	715	1353	2453	4906	4818	4895	6303	6622	6303	4895	4818	4906	2453	1353	715	330	0
-75	0	0	363	550	638	1023	1386	1397	1375	1243	1375	1397	1386	1023	638	550	363	0	0
-85	0	0	0	0	0	253	209	220	275	121	275	220	209	253	0	0	0	0	0
-90	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LUMINAIRE SCHEDULE

Symbol	Label	Qty	Catalog Number	Description	Lamp	File	Lumens	LLF	Watts
	A	4	13311	FORMED SEMI-DIFFUSE METAL REFLECTOR WITH ONE SPECULAR PLATE OPPOSITE LAMP END AND ONE ENCOMPASSING SOCKET, FABRICATED METAL LAMP END SUPPORT WIRE, CLEAR FLAT GLASS LENS IN FABRICATED METAL RING CLAMP.	ONE 1000-WATT CLEAR BT-37 METAL HALIDE, HORIZONTAL POSITION.	Magnum oval light photometrics.I ES	110000	1.00	1000

LUMINAIRE LOCATIONS

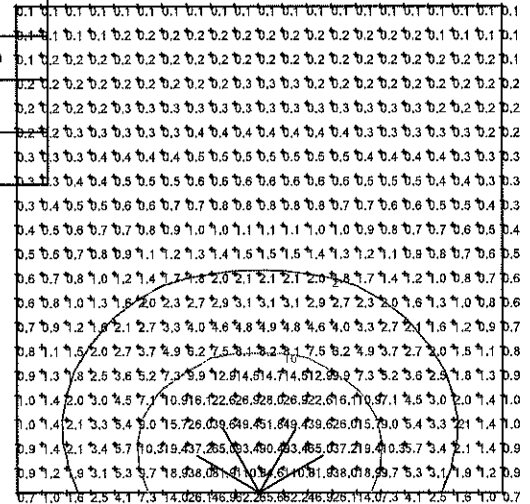
No.	Label	X	Location Y	Z	MH	Orientation	Tilt	X	Aim Y	Z
1	A	100.0	0.0	30.0	30.0	-60.0	45.0	74.0	15.0	0.0
2	A	100.0	0.0	30.0	30.0	-30.0	45.0	85.0	26.0	0.0
3	A	100.0	0.0	30.0	30.0	30.0	45.0	115.0	26.0	0.0
4	A	100.0	0.0	30.0	30.0	60.0	45.0	126.0	15.0	0.0

Plan View

Scale 1" = 60'

STATISTICS

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	18.6 fc	142.5 fc	0.2 fc	712.5:1	93.0:1
Calc Zone #3	+	5.9 fc	110.8 fc	0.1 fc	1108.0:1	59.0:1



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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/04/18
REPORTS & RECOMMENDATIONS	RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A PHYSICAL FITNESS FACILITY USE UPON PROPERTY LOCATED AT 6542 SOUTH LOVERS LANE ROAD (GARDEN PLAZA SHOPPING CENTER) (BRIDGEWATER PERFORMANCE, LLC, APPLICANT)	ITEM NUMBER <i>G.6.</i>

At the August 23, 2018 meeting of the Plan Commission the following action was approved: move to recommend approval of a resolution imposing conditions and restrictions for the approval of a Special Use for a physical fitness facility use upon property located at 6542 South Lovers Lane Road, subject to revising Condition No. 4 to read, "A Landscape Plan in accordance with the originally approved Landscape Plan shall be submitted to the Department of City Development for review and approval by Staff."

Per the above motion, Staff revised Condition No. 4.

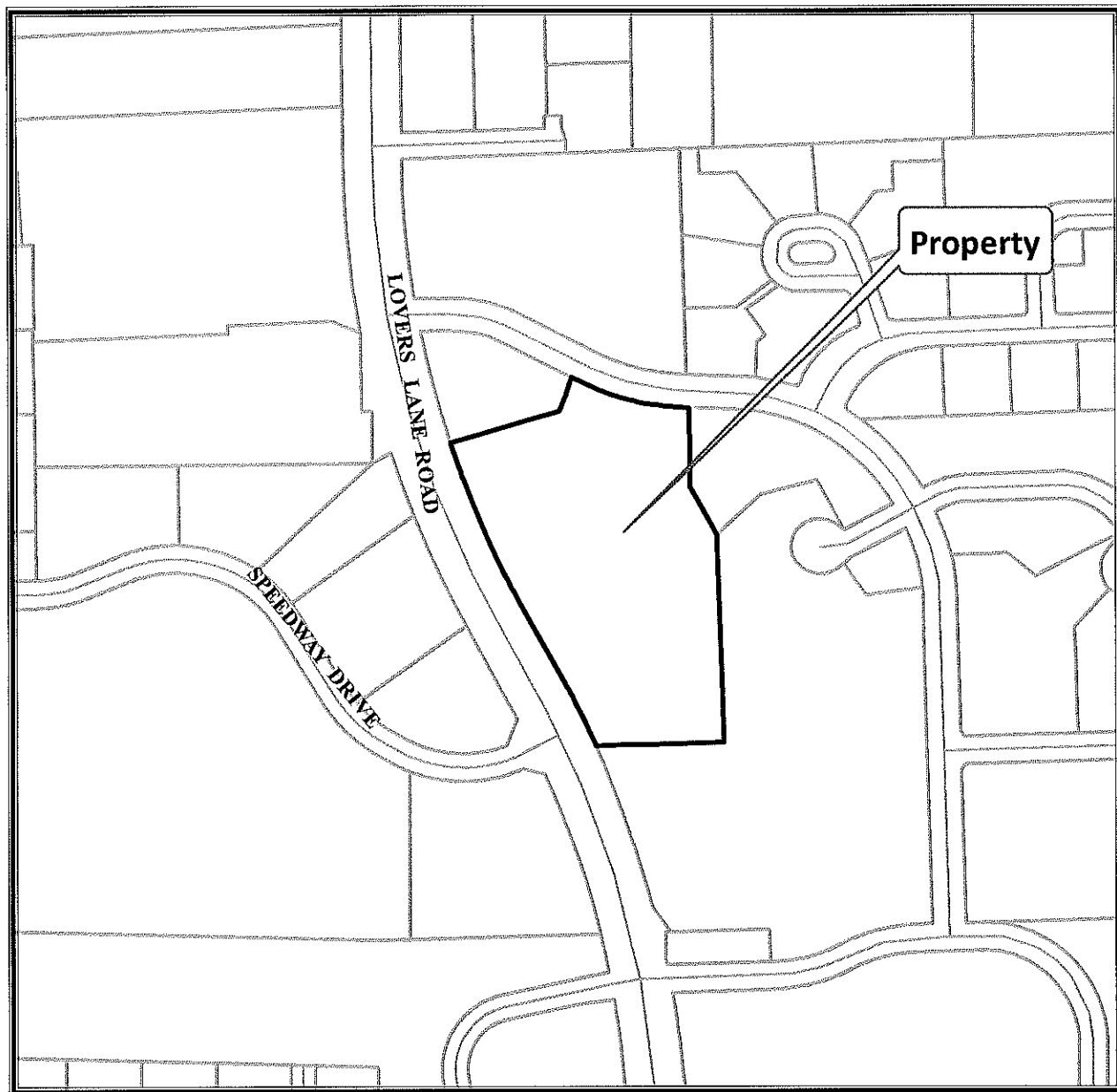
4. A Landscape Plan in accordance with the originally approved Landscape Plan shall be submitted to the Department of City Development for review and approval by Staff."

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2018-_____, a resolution imposing conditions and restrictions for the approval of a Special Use for a physical fitness facility use upon property located at 6542 South Lovers Lane Road (Garden Plaza Shopping Center) (Bridgewater Performance, LLC, Applicant).



6542 S. Lovers Lane Road
TKN: 705 8997 004



Planning Department
(414) 425-4024

0 230 460 920 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.



STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 8-30-18]

RESOLUTION NO. 2018-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A PHYSICAL FITNESS FACILITY
USE UPON PROPERTY LOCATED AT 6542 SOUTH LOVERS LANE ROAD
(GARDEN PLAZA SHOPPING CENTER)
(BRIDGEWATER PERFORMANCE LLC, APPLICANT)

WHEREAS, Bridgewater Performance LLC, having petitioned the City of Franklin for the approval of a Special Use within a B-3 Community Business District under Standard Industrial Classification Title No. 7991 "Physical Fitness Facilities", to operate a sports performance training facility (18,000 square feet of existing tenant space) focusing on youth and young adult athletes, with hours of operation as follows: Monday through Thursday from 8:00 a.m. to 1:00 p.m. and 3:00 p.m. to 8:00 p.m., Friday from 8:00 a.m. to 1:00 p.m. and 3:00 p.m. to 6:00 p.m., Saturday and Sunday from 7:00 a.m. to 2:00 p.m. and special open gym and team practice hours, upon property located at 6542 South Lovers Lane Road (Garden Plaza Shopping Center), bearing Tax Key No. 705-8997-004, more particularly described as follows:

Parcel No. 2, Certified Survey Map No. 5375, being a re-division of Parcel No. 1 of CSM No. 3247, Outlot 2 of Whitnal Edge Subdivision, and unplatted lands in the Northwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of Section 5, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on February 15, 1990 at Reel 2420, Image 890 to 893 inclusive, as Document No. 6354945; 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 23rd day of August, 2018, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed 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

BRIDGEWATER PERFORMANCE LLC – SPECIAL USE
RESOLUTION NO. 2018-_____

Page 2

recommendation and also having found that the proposed 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 Bridgewater Performance LLC, for the approval of a 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 Special Use is approved only for the use of the subject property by Bridgewater Performance LLC, successors and assigns, as a physical fitness facility use, which shall be developed in substantial compliance with, and operated and maintained by Bridgewater Performance LLC, pursuant to those plans City file-stamped August 10, 2018 and annexed hereto and incorporated herein as Exhibit A.
2. Bridgewater Performance LLC, 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 consults to the City of Franklin, for the Bridgewater Performance LLC physical fitness facility, 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 Bridgewater Performance LLC and the physical fitness facility use for the property located at 6542 South Lovers Lane Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
4. A Landscape Plan in accordance with the originally approved Landscape Plan shall be submitted to the Department of City Development for review and approval by Staff.

BE IT FURTHER RESOLVED, that in the event Bridgewater Performance LLC, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this 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 Special Use permission granted under this Resolution.

BRIDGEWATER PERFORMANCE LLC – SPECIAL USE
RESOLUTION NO. 2018-_____

Page 3

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 such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of 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.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

BRIDGEWATER PERFORMANCE LLC – SPECIAL USE
RESOLUTION NO. 2018-_____

Page 4

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of August 23, 2018

Special Use

RECOMMENDATION: City Development Staff recommends approval of a Special Use for Bridgewater Performance, LLC, to operate a physical fitness facility use upon property located at 6542 South Lovers Lane Road, subject to the conditions of approval in the attached resolution.

Project Name:	Bridgewater Performance, LLC Special Use
Project Address:	6542 South Lovers Lane Road
Property Owner:	Hartland Meadows, LLC
Applicant:	Bridgewater Performance, LLC
Agent:	Jonathan Bridgewater
Zoning:	B-3 Community Business District
Use of Surrounding Properties:	Car dealership to the north; multi-family residential to the south and east; and Waterstone Bank, Kwik Trip and Menards to the west.
Comprehensive Plan:	Commercial
Applicant Action Requested:	Approval of the Special Use

BACKGROUND/INTRODUCTION:

On July 18, 2018, Jonathan Bridgewater submitted a Special Use Application on behalf of Bridgewater Performance, LLC requesting approval to operate a sports performance training facility use within a vacant tenant space located at 6542 South Lovers Lane Road. The use corresponds to Standard Industrial Classification (SIC) Title No.7991, Physical Fitness Facilities, which is allowable in the B-3 Community Business District as a Special Use. The space was previously occupied by Whitnall Youth Baseball, Inc. to operate a seasonal indoor physical fitness/practice facility during winter months.

On December 21, 2010 the Common Council adopted Resolution No. 2010-6686, approving a Special Use for Anytime Fitness to operate a 24-hour physical fitness training facility in the adjacent tenant space to the north located at 6538 South Lovers Lane Road.

PROJECT DESCRIPTION/ANALYSIS:

Bridgewater Performance is a sports performance training facility that focuses on youth and young adult athletes but also provides services to adults. Services include sports performance training, speed agility and quickness, strength and conditioning, basketball development, youth camps, adult boot camps, physical therapy, scientific human development studies, court rental (basketball, volleyball, futsal) and turf rental (football and lacrosse). Bridgewater Performance is mainly a member only type facility, with some exceptions. Proposed hours of operation are Monday – Thursday 8:00 a.m. to 1:00 p.m. and 3:00 p.m. to 8:00 p.m.; Friday 8:00 a.m. to 1:00 p.m. and 3:00 p.m. to 6:00 p.m.; and

Saturday – Sunday from 7:00 a.m. to 2:00 p.m. According to the project narrative, there will be special occasions where the company hosts open gyms and team practices, which will be closed off to the public if scheduled after normal business hours.

Garden Plaza is located on an approximately 8.56 acre property. The building consists of 18 separate tenant spaces and has an area of approximately 80,191 square feet. The subject tenant space has an area of approximately 18,252 square feet, and is located at the center of the shopping center. The only exterior modification for the tenant will be the addition of a wall sign located on the front (west) elevation of the building.

Parking:

As Garden Plaza is a shopping center with four or more retail tenants, Table 15-5.0203 of the UDO requires a minimum of five (5) off-street parking spaces per 1,000 square feet of gross floor area. The Garden Plaza shopping center has 80,191 square feet of tenant space, which requires 401 parking spaces. The Garden Plaza shopping center currently has 428 parking spaces, including nine ADA accessible spaces.

Landscaping:

The property owner has made recent changes to the landscaping at the Garden Plaza Shopping Center, which we're unrelated to the Special Use request by Bridgewater Performance. Staff recommended the property owner incorporate a request for approval of these changes into the Special Use request for Bridgewater Performance via a revised Landscape Plan. The property owner is requesting approval of a photographic inventory of recent changes, along with the originally approved Landscape Plan for the development. Staff recommends the applicant submit a Landscape Plan in accordance with Sections 15-7.0103 and 15-7.0300 of the Unified Development Ordinance to the Department of City Development for review by Staff and approval by the Plan Commission.

Section 15-3.0701(A) and (C) of the UDO contains the General Standards and Considerations that must be examined for each proposed Special Use prior to granting approval. The applicant has provided a written response to each of the seven standards, which is included in your packet.

STAFF RECOMMENDATION:

City Development Staff recommends approval of a Special Use for Bridgewater Performance, LLC, to operate a physical fitness facility use upon property located at 6542 South Lovers Lane Road, subject to the conditions of approval in the attached resolution.

Exhibit A

Bridgewater Performance
6542 s. Lovers Lane, Franklin, WI 53132
414.366.9489
jonny@lionbridgewater.com
www.bridgewaterperformance.com



CITY OF FRANKLIN ATTN: ORRIN SUMWALT-PRINCIPAL PLANNER

9229 w. Loomis Rd. Franklin, WI 53132

Project Summary:

Bridgewater Performance is a Sports Performance Training Facility that focuses on youth and young adult athletes. We have been in existence since 2014 and have been doubling in size each year. We have trained some of the area's top athletes, including Franklin's Pete and Josh Naria and Whitnall's very own Tyler Herro. The growth we are experiencing has lead us to this expansion opportunity, and now we are looking too be able to cater to our athletes in every aspect with:

- Sports Performance Training
- Speed agility and quickness
- Strength and conditioning
- Basketball development
- Youth camps
- Adult boot camps
- Physical therapy
- Scientific human development studies with technology thanks to Woodway Treadmills.
- Court rental (basketball, volleyball, futsal)
- Turf rental (Football, lacrosse)

Our monthly membership rate will be \$179 per month for unlimited classes. We will also offer one on one personal training with rates starting as low as \$50 per hour.

The space available to us is 18,000 square feet on the main level with just over 1,000 square feet in the mezzanine area.

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Bridgewater Performance's proposed hours are as follows:

Monday-Thursday

8a-1p;3p-8p

Friday

8a-1p;3p-6p

Sa-Sun

7a-2p

We will have special occasions where we will host open gyms and team practices, however, these will be closed off to the public if scheduled after normal business hours.

On our staff we will have between 8-15 employees total, with 4-6 working at the same time.

Improvements Interior:

- Paint the existing walls.
- Add 3 partition walls
 1. Wall off the loading dock.
 2. 2 walls creating a work space for physical therapy.
- 2,000 square foot weight training area
- 5,000 square foot turf training area
- 70x48 full court basketball (two portable hoops)
- Carpeted locker/lounge area
- Updating bathrooms
 1. Paint
 2. New Bathroom stalls
 3. New sink/mirror

Improvements Exterior:

- Signage on the building with company logo

We are looking forward to this opportunity to serve the community of Franklin and other surrounding community's youth to help take them to the next level. As well as help our adults achieve their goals mentally and physically.

Warm regards,

Jonny Bridgewater



Bridgewater Performance
6542 s. Lovers Lane, Franklin, WI 53132
414.366.9489
jonny@lionbridgewater.com
www.bridgewaterperformance.com



ORRIN SUMWALT-PRINCIPAL PLANNER
9229 w. Loomis Rd. Franklin, WI 53132

City of Franklin
Unified Development Ordinance Section 15-3.0701
General Standards, Special Standards and Consideration.

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

- **Ordinance and Comprehensive Master Plan Purposes and Intent**
The proposed development of Bridgewater Performance will be in harmony with the surrounding developments. We will conform to the city of Franklins ordinances, as well as their comprehensive plan.
- **No Undue Adverse Impact**
Bridgewater Performance will not have undue adverse impact on adjacent properties. Our intent is to become a positive contribute to the character of the surrounding area.
- **No Interference with Surrounding Development**
Bridgewater Performance will no interfere with surrounding developments.
- **Adequate Public Facilities**
The existing public facilities are adequate.
- **No Traffic Congestion**
Our proposed development will not cause any traffic congestion.
- **No Destruction of Significant Features**
The proposed use and development will not impact any natural, scenic, or historic features of significant importance.
- **Compliance with Standards**
It is understood that the proposed development is to conform to applicable regulations of the district, with the intent to modify to comply with any additional standards required by the Common Council as recommended by the Plan Commission.
- **Special Standards for Specified Special Uses**
Upon review of Section 15-3.0702 and 15-3.0703 we did not locate any Special Standards that apply to Bridgewater Performance. However, we will follow and comply with all special standards.

- **Considerations**

1. **Public Benefit:** Our proposed development of Bridgewater Performance is filling a void in our area. We are missing the one stop shop where athletes can come in and fulfill all their needs. An example: The Franklin boys basketball team travels to Mequon, WI to a facility with similar features to our project. Being that we would be in their backyard would benefit not only Franklin but surrounding communities as well. We currently and will continue to help make a difference in all our youth's lives. Having this amazing facility now offers the ability for parents and adults reach their own fitness goals as well. We believe that this is not only convenient for our community but a huge benefit as well.
2. **Alternative Locations:** The location of the suite on Lovers Lane allows adequate space and is in a prime location due to the nature of our business. Visibility is huge in our industry, as a lot of companies are pushed back in an industrial park. Also, with the compliments of other health services we feel there is no better location.
3. **Mitigation and Adverse Impacts:** The strip mall is well maintained however the center suite has been vacant for over 10 years. Bridgewater Performance will complete the vacancy of the Plaza. With other health services in the plaza we feel we will be a compliment to them, helping our businesses grow.
4. **Establishment of Precedent of Incompatible Uses in the Surrounding Area:**
We are an established business with high standards giving back to the youth of Franklin and surrounding communities.

HARTLAND MEADOWS, LLC.
DBA: GARDEN PLAZA SHOPPING CENTER
P.O. BOX 61
ELM GROVE, WI 53122
262-821-1887 office / 262-821-5735 fax

August 10, 2018

City of Franklin Development
Attn. Planning Commission
9229 West Loomis Road
Franklin, WI 53132

Transmitted via:
Hand delivered 08/10/2018

RE: Bridgewater Performance / Special Use Application for Garden Plaza Shopping Center
located at; 6542 South Lovers Lane, Franklin, WI. 53132

Dear Members of the Planning Commission:

I would like to thank the Members of the Planning Commission, for this opportunity in bringing forward our Special Use Application for Bridgewater Performance.

As the Commission is aware, Retail Brick and Mortar in the market place has retracted substantially over the years with the onset of internet sales, leaving in its path, vacancies, which in turn has caused Landlords to rethink their position. That position is simple; we have directed our attention to Service Orientated Tenants to fill those vacancies, such as Food/Restaurant's, Fitness, Healthcare, Amusement, etc...

Bridgewater Performance is one of those Tenant examples, that being Specialized Fitness Training. Therefore I would make request that the Commission give consideration to approving the Tenants Special Use Application, given it is my belief that Bridgewater Performance would be an asset to Garden Plaza Shopping Center's overall success.

Additionally, the Department of City Development in their review of the Special Use Application, included comments recommending incorporating recent landscaping changes into a Landscape plan. At this time I would make request of the Commission allow the originally approved (herein attached) Landscape Plan be utilized as part of the Application given the Shopping Center was built in 1991 and therefore under the previous UDO. The current UDO would require reconfiguring the entire site to meet the requirements of the current UDO. This would include but not be limited to removing asphalt, enlarging existing curbed islands, reduction in parking spaces, additional plantings, etc... which would simply be cost prohibited.

As of recent, there has been re-mulching and re-earthing of landscape beds to include phasing out of dead or overgrown unmanageable plantings/trees with new replacements that are hardier in surviving our environment which are more resilient to road salts & cold weather. It is and remains my desired goal to maintain and enhance the center. However, as you could understand, these items come at a cost, are tied to income, therefore only feasible overtime. With that said, I would

Franklin

AUG 10 2018

City Development

make request that the attached Landscape photos as reference would suffice, further depicting the replacement plantings and landscape bed enhancements.

Another possible option if the Commission would be willing to give consideration to is, since there are no proposed exterior site changes being made as part of this Special Use application, then I would make a request of the Commission that the Special Use Application be allowed to move forward separately on its own merits. This would allow the Owner/Landlord time for revising the Landscape Plan which could then at a later date come before the Commission for approval as to any incorporated and or proposed changes to plantings/trees.

I thank you in advance for your consideration regarding this matter, moreover if you would have any further questions or concerns, please do not hesitate contacting me at your earliest convenience.

Sincerely,

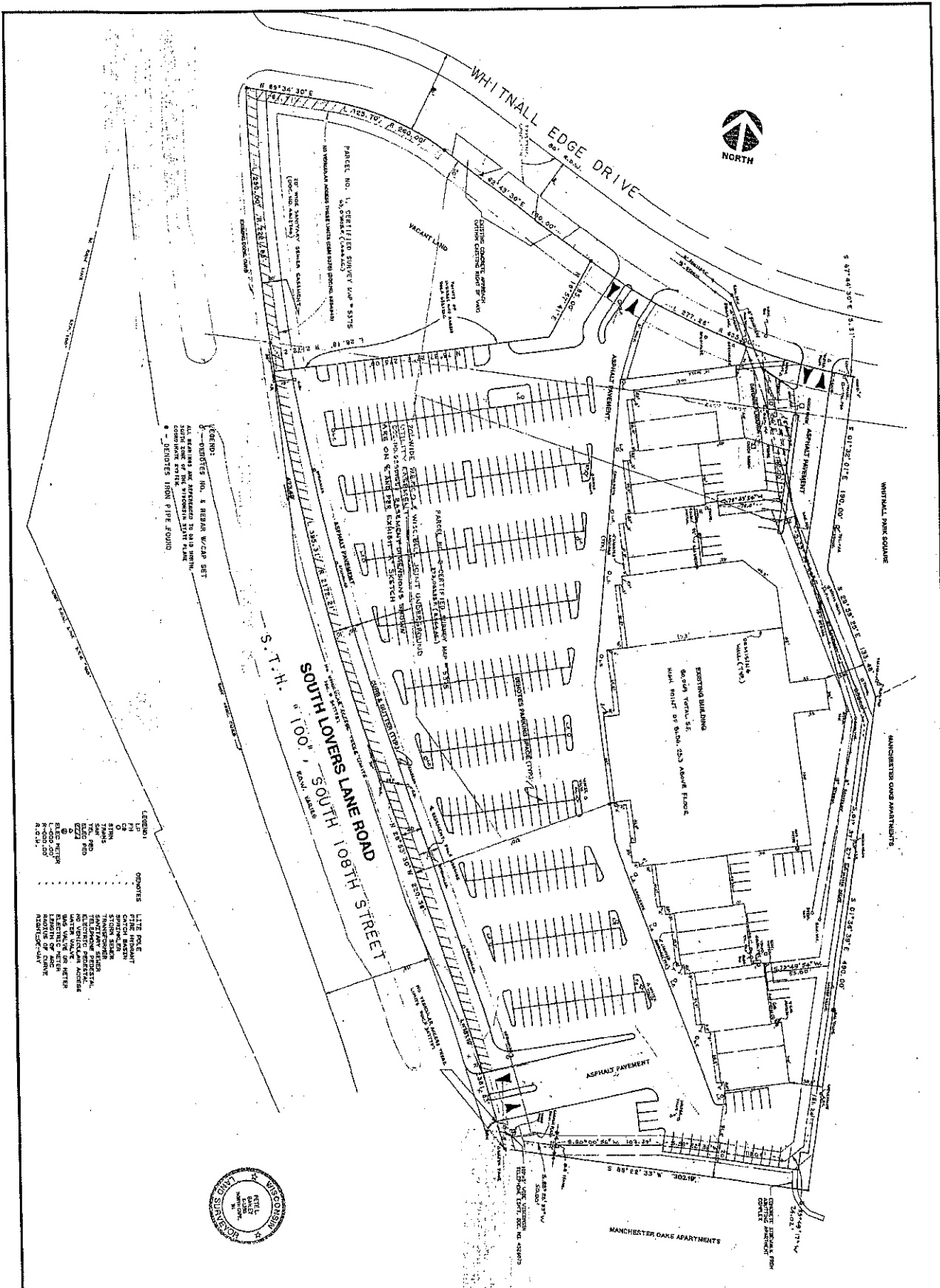
A handwritten signature in black ink, appearing to read 'Timothy H. Timmerman', with a large, stylized loop at the end.

Timothy H. Timmerman, Owner/Landlord
Hartland Meadows, LLC. / DBA: Garden Plaza Shopping Center
P.O. Box 61
Elm Grove, WI 53122
Tel: (262) 821-5750
Cell: 262-617-8045
Fax: (262) 821-5735
tiinvestmentinc@aol.com

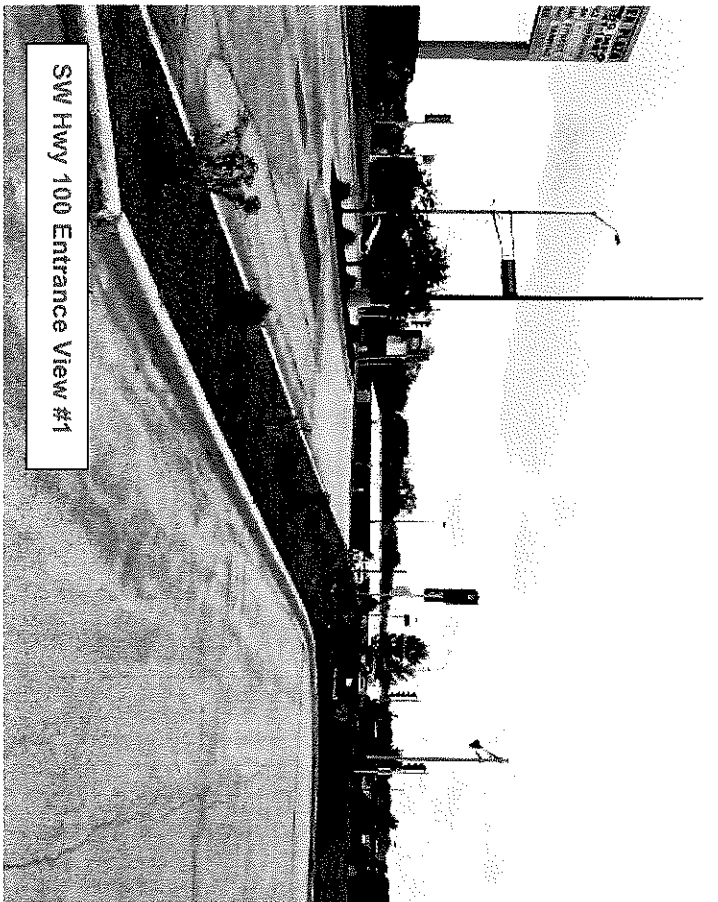
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cc. Unit File

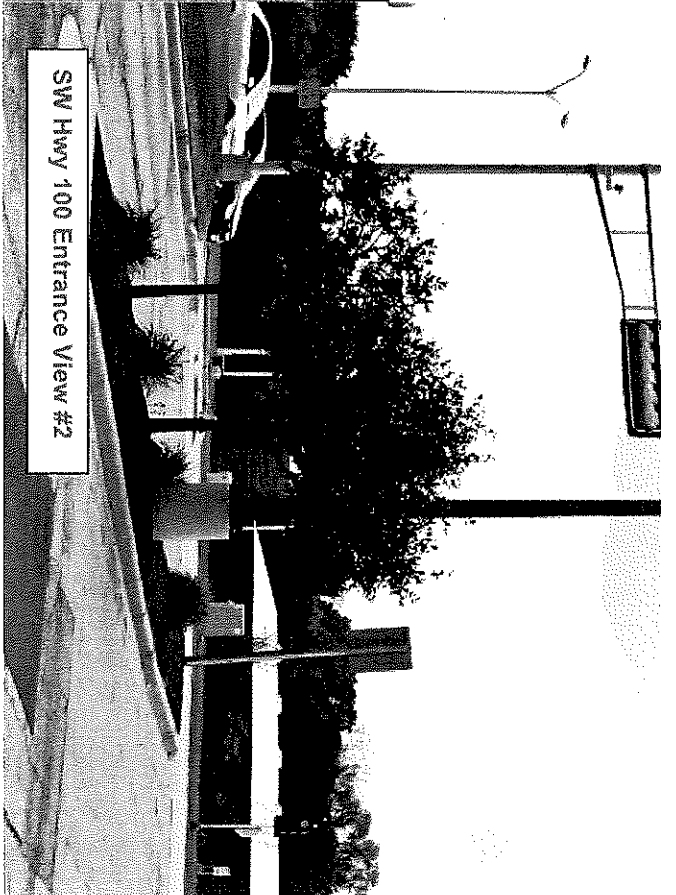
Enclosure(s) Special Use Application on file by Applicant
Site Survey 8-1/2" x 11"
Approved Landscape Plan circa 1990 scaled
Existing Landscape (4-pages) photos



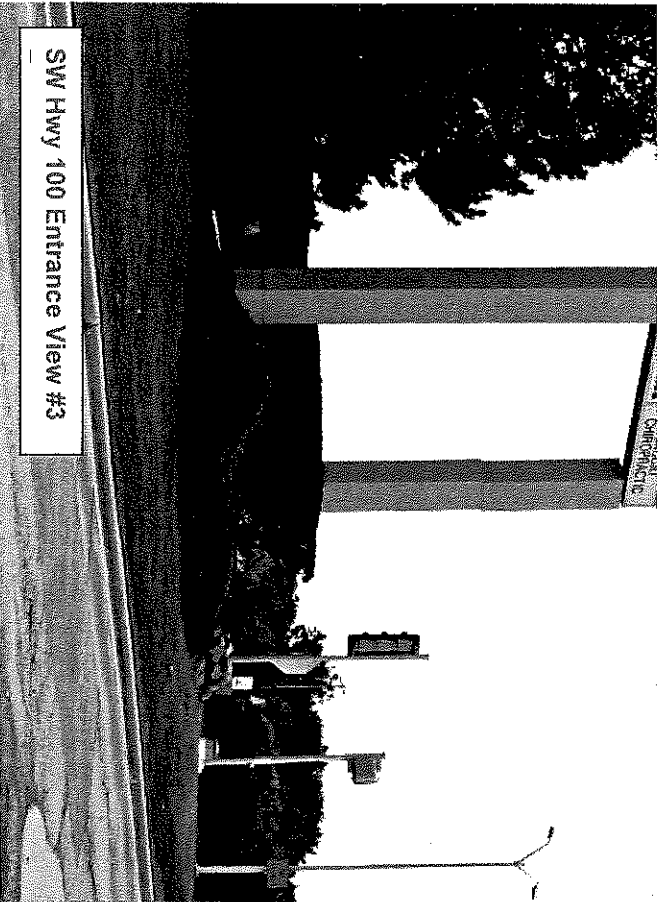
Sheet 1 of 2	CITY OF FRANKLIN		DRAWN BY: PLB CHECKED BY: PLB PLOT SCALE: 1" = 40' DATE: 11/04/2004 JOB NO.: 2004276 DWG. FILE: JN2042341	REVISIONS: DATE CLIENT NO. 00000	AMERICAN SURVEYING COMPANY, INC. 12207 C.T.H. "K" FRANKSVILLE, WISCONSIN 53128 TEL: (262) 835-4774 FAX: (262) 835-2378 bsauford@keynet.com
	PROJECT:		PLAT OF SURVEY/ ALTA BOUNDARY		
	PREPARED FOR: BRADLEY OPERATING LIMITED PARTNERSHIP				



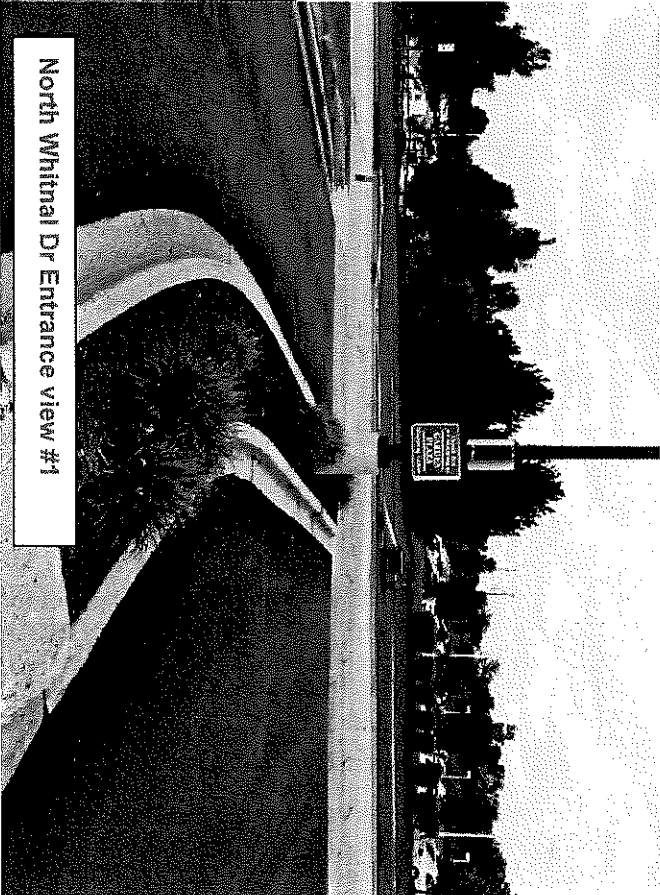
SW Hwy 100 Entrance View #1



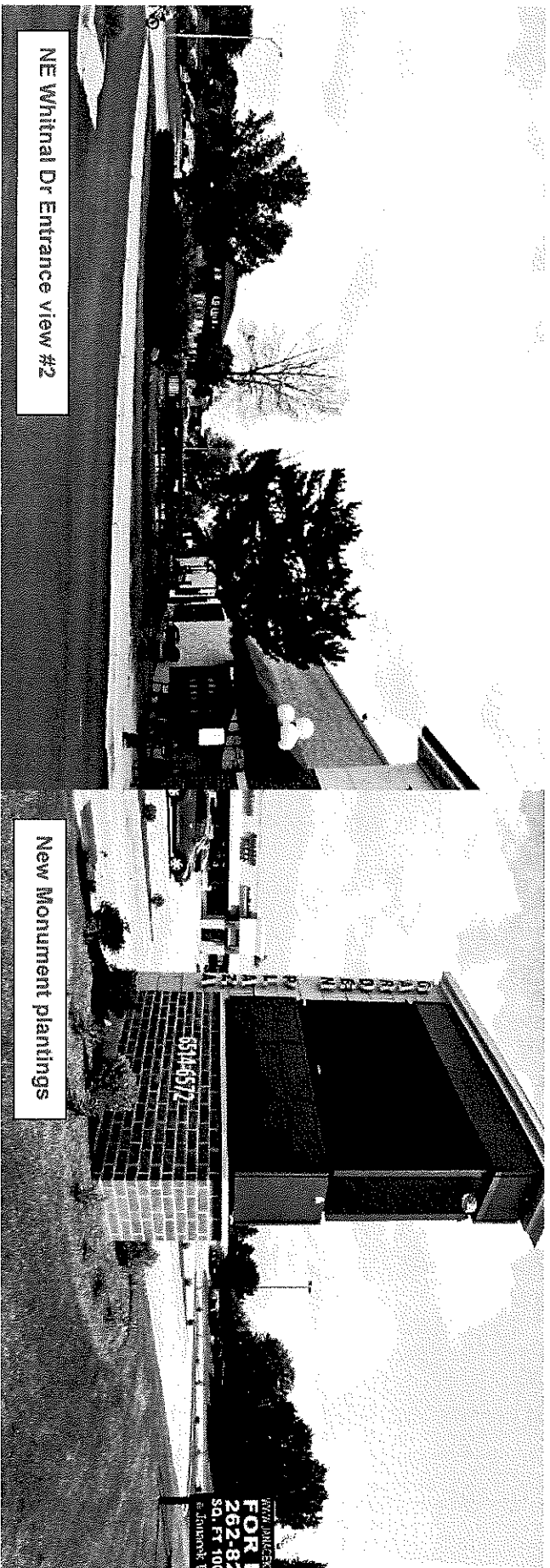
SW Hwy 100 Entrance View #2



SW Hwy 100 Entrance View #3

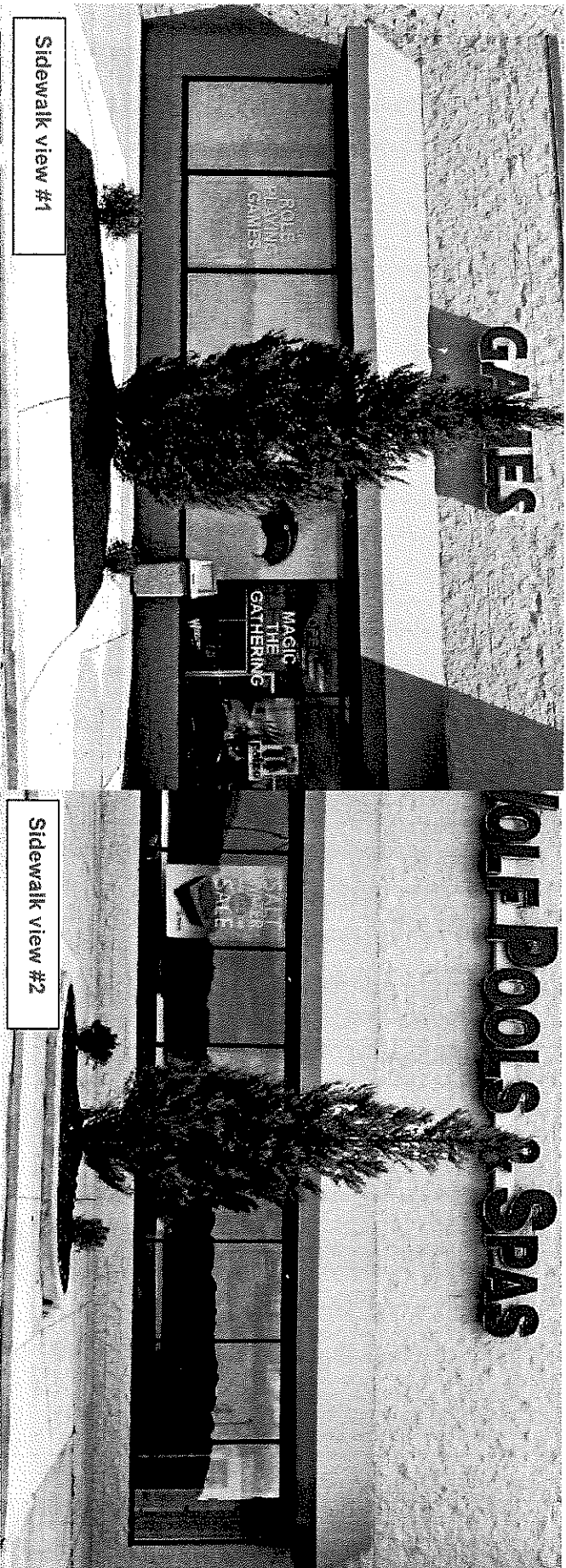


North Whittall Dr Entrance view #1



NE Whitnal Dr Entrance view #2

New Monument plantings



Sidewalk view #1

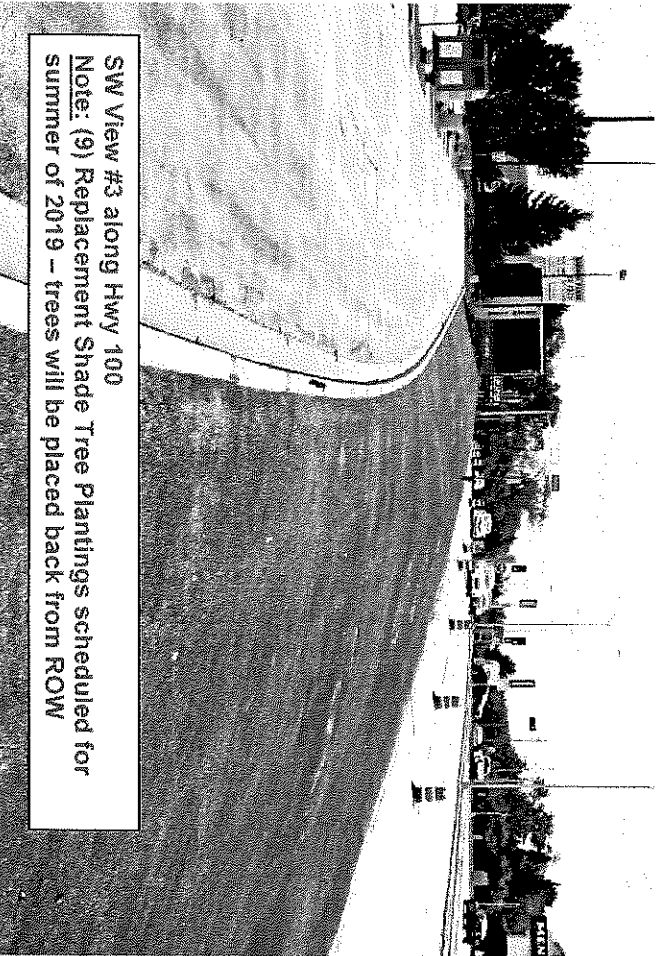
Sidewalk view #2



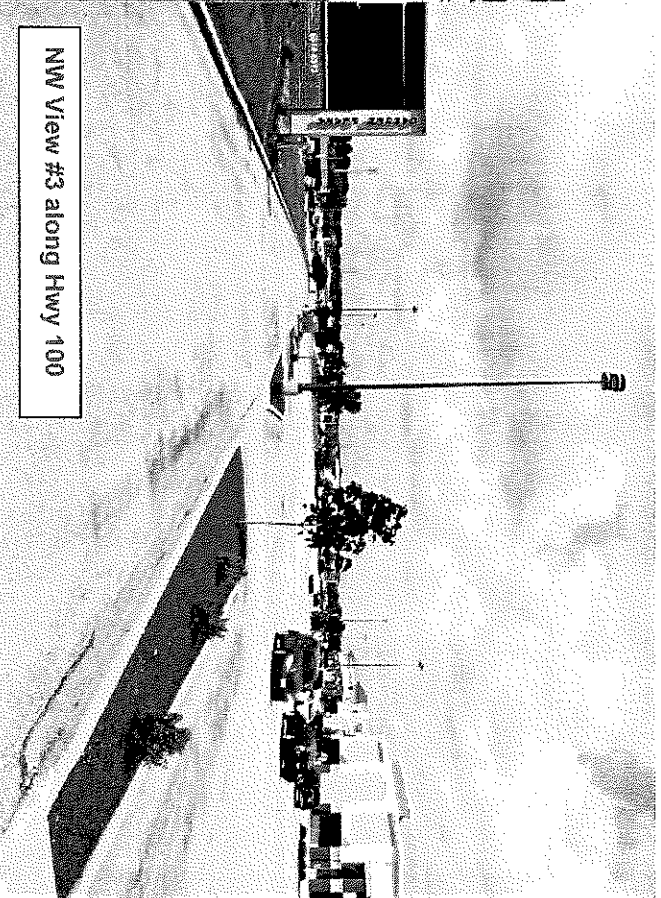
SW View #1
Fronting Hwy 100



SW View #2
Fronting Hwy 100



SW View #3 along Hwy 100
Note: (9) Replacement Shade Tree Plantings scheduled for summer of 2019 – trees will be placed back from ROW



NW View #3 along Hwy 100

PROPOSED BRIDGEWATER SPORTS TENANT AT: **GARDEN PLAZA** FRANKLIN, WISCONSIN

GENERAL NOTES:

1. THE PROPOSED BRIDGEWATER SPORTS TENANT AT GARDEN PLAZA IS A NEW DEVELOPMENT TO BE CONSTRUCTED ON THE EXISTING 1.5 ACRES OF LAND LOCATED AT THE CORNER OF SOUTH LAMAR STREET AND SOUTH LAMAR STREET, FRANKLIN, WISCONSIN. THE PROPOSED DEVELOPMENT WILL BE A 100,000 SQ. FT. RETAIL AND RESTAURANT CENTER. THE PROPOSED DEVELOPMENT WILL BE A 100,000 SQ. FT. RETAIL AND RESTAURANT CENTER. THE PROPOSED DEVELOPMENT WILL BE A 100,000 SQ. FT. RETAIL AND RESTAURANT CENTER.
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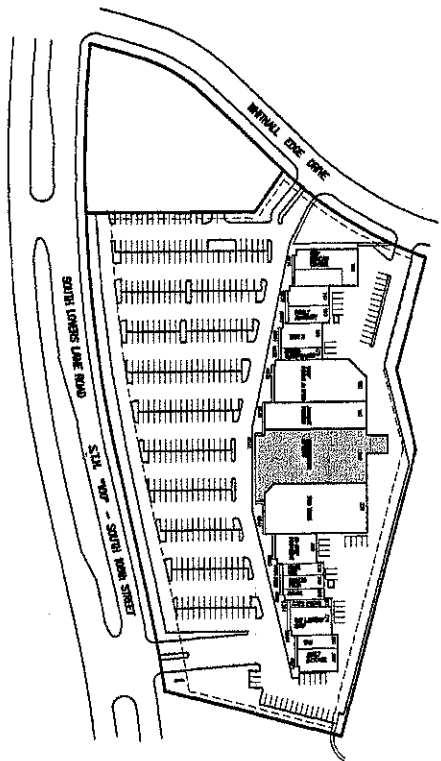
DESIGNER'S RESPONSIBILITY:

THE DESIGNER HAS PREPARED THIS SITE PLAN FOR THE PROPOSED BRIDGEWATER SPORTS TENANT AT GARDEN PLAZA. THE DESIGNER HAS PREPARED THIS SITE PLAN FOR THE PROPOSED BRIDGEWATER SPORTS TENANT AT GARDEN PLAZA. THE DESIGNER HAS PREPARED THIS SITE PLAN FOR THE PROPOSED BRIDGEWATER SPORTS TENANT AT GARDEN PLAZA.

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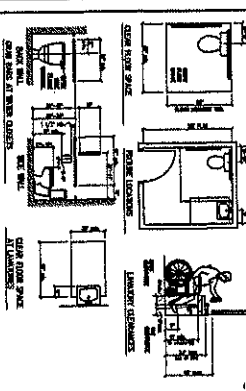
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SITE PLAN



Franklin
 JUL 18 2018
 City Development

icc/ansi toilet room standards



NOTES:

1. THE PROPOSED BRIDGEWATER SPORTS TENANT AT GARDEN PLAZA IS A NEW DEVELOPMENT TO BE CONSTRUCTED ON THE EXISTING 1.5 ACRES OF LAND LOCATED AT THE CORNER OF SOUTH LAMAR STREET AND SOUTH LAMAR STREET, FRANKLIN, WISCONSIN. THE PROPOSED DEVELOPMENT WILL BE A 100,000 SQ. FT. RETAIL AND RESTAURANT CENTER. THE PROPOSED DEVELOPMENT WILL BE A 100,000 SQ. FT. RETAIL AND RESTAURANT CENTER.
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SHEET INDEX:

- 1 COVER SHEET INDEX SHEET DATA AND STANDARD SITE PLAN
- 2 FLOOR PLAN SCHEDULES

SITE & BUILDING DATA:

TOTAL SURVEY CENTER AREA: 17,500 SQ. FT.
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 TOTAL SURVEY CENTER AREA: 17,500 SQ. FT.

disproportionality compliance

STANDARD BUILDING CODE REQUIREMENTS
 - MINIMUM LOT AREA: 10,000 SQ. FT.
 - MINIMUM LOT AREA: 10,000 SQ. FT.
 - MINIMUM LOT AREA: 10,000 SQ. FT.

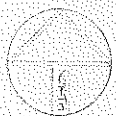


SELECTIONS
 1. ALL PLANTS TO BE PLANTED IN THE SPRING OF 2001.
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PLANT LIST

NO.	QTY.	SIZE	PLANT NAME	COMMON NAME
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92	1	1/2" x 1/2"
93	1	1/2" x 1/2"
94	1	1/2" x 1/2"
95	1	1/2" x 1/2"
96	1	1/2" x 1/2"
97	1	1/2" x 1/2"
98	1	1/2" x 1/2"
99	1	1/2" x 1/2"
100	1	1/2" x 1/2"

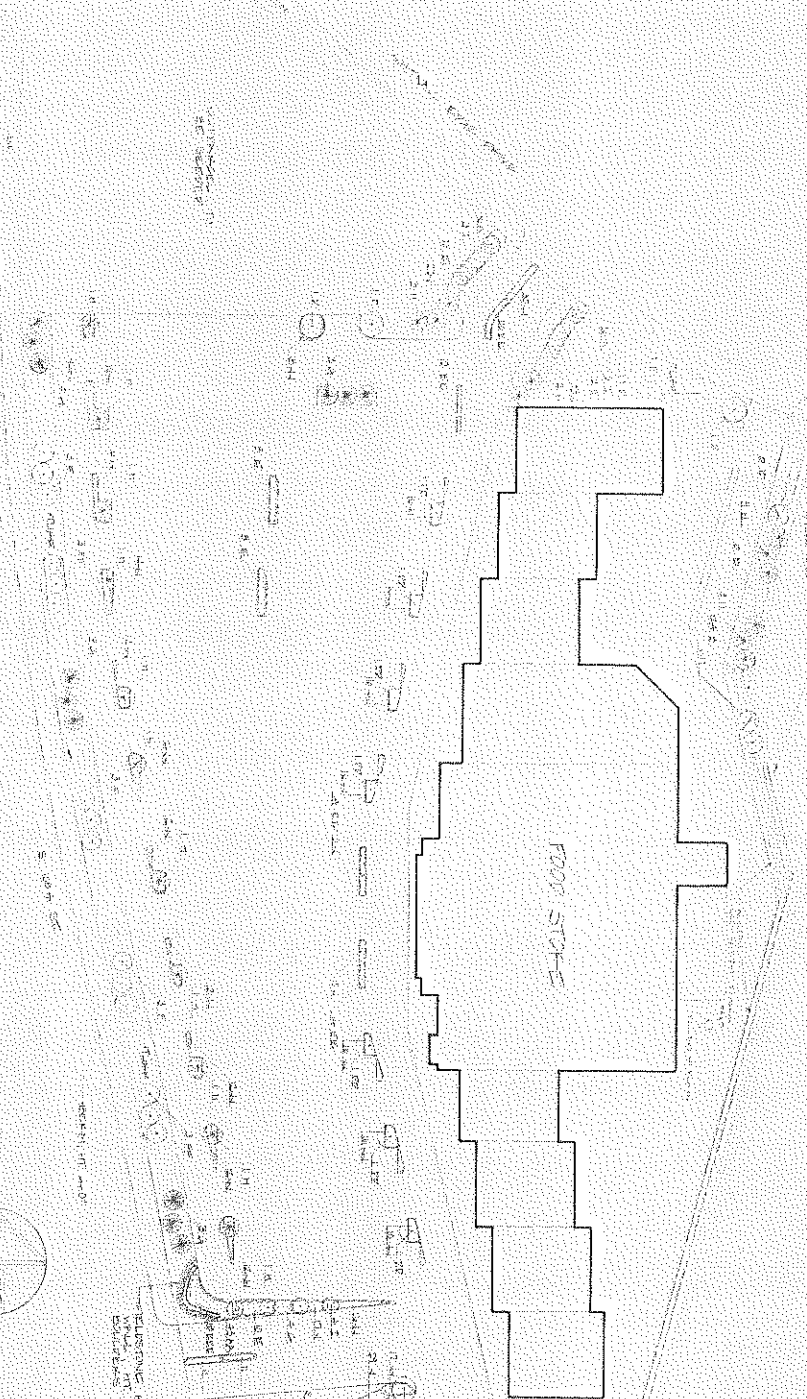
LANDSCAPE PLAN



DATE: 10/10/00
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]

W. J. [Signature]
 [Signature]
 [Signature]

DATE: 10/10/00	PROJECT: [Blank]
DRAWN BY: [Blank]	CHECKED BY: [Blank]
SCALE: 1" = 10'	DATE: 10/10/00



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