



PLAN COMMISSION MEETING AGENDA
Thursday, February 8, 2024 at 6:00 P.M.

A. Call to Order and Roll Call

B. Approval of Minutes

1. Approval of regular meeting of December 21, 2023.

C. Public Hearing Business Matters

1. **Hamed Area Exception.** Request for lot coverage increase to allow for a single-family dwelling upon property located at 7780 W. Faith Drive (792 0272 000).

D. Business Matters

1. **Croatian Park Pavilion Site Plan.** Request for approval of a Site Plan Amendment application to allow for the development of a new pavilion to replace the existing stage, pavilion and other existing buildings in the northwest corner of the park, upon property located at 9100-9140 S. 76th Street (884 9995 000).
2. **Rural and Urban Areas map update.** Proposal to redefine the rural and urban areas as provided in Ordinance No. 85-860 regulating truck parking and raising animals.
3. **Amendment to Plan Commission administrative procedures.** Proposal to change meeting frequency to once a month.
4. **Franklin Public School District Site Plan Amendment.** Request for approval of a Site Plan Amendment for a building addition, parking lot, landscaping, lighting, soccer fields, playground, detached storage building, and storm water management facilities upon property located at 8225, 8255, 8429, and 8459 West Forest Hill Avenue (838 9978 001).
5. **Forest Home Commercial Condominium Plat.** Request for approval of a Condominium Plat for property located at 11217 West Forest Home Avenue (Tax Key No. 748 9961 001).
6. **Dairy Queen Site Plan.** Request for approval of a Site Plan for a new Dairy Queen for property at 7730 S Lovers Lane Road

E. Adjournment

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

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

[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:

Next Regular Plan Commission Meeting: February 22.

City of Franklin
Plan Commission Meeting
December 21, 2023
Minutes

unapproved

A. Call to Order and Roll Call

Mayor John Nelson called the December 21, 2023 Plan Commission meeting to order at 6:03 p.m. in the Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

Present were Mayor John Nelson, Alderwoman Courtney Day and Commissioners Patrick Leon, Kevin Haley and Michael Shawgo. Also present were Director of Administration Kelly Hersh, City Attorney Jesse Wesolowski, Alderman Mike Barber, Principal Planner Regulo Martinez-Montilva and Director of Economic Development John Regetz. Excused was Commissioner Patricia Hogan and City Engineer Glen Morrow.

B. Approval of Minutes – Regular Meeting of December 7, 2023

Commissioner Leon moved and Commissioner Haley seconded a motion to approve the December 7, 2023 meeting minutes. On voice vote, all voted ‘aye’; motion carried (4-0-2).

C. Public Hearing Business Matters

- 1. Administrative review for sign permitting in the Franklin Industrial Park.** Request to amend the sign permitting process for the Franklin Industrial Park (Planned Development District No. 7) by providing for administrative review of sign permits by the Department of City Development staff, without the prerequisite of an additional review and approval by the Economic Development Commission (EDC).

Principal Planner Martinez-Montilva presented the request by the City, applicant.

The Official Notice of Public Hearing for administrative review for sign permitting in the Franklin Industrial Park was read in to the record by Principal Planner Martinez-Montilva and the Public Hearing opened at 6:09 pm and closed at 6:09 pm.

Commissioner Leon moved and Commissioner Haley seconded a motion to determine the proposed amendment to Planned Development District No. 7 to be a Major Amendment. On voice vote, all voted ‘aye’; motion carried (4-0-2).

Commissioner Leon moved and Alderwoman Day seconded a motion to recommend approval of an Ordinance to amend Planned Development District No. 7 as it pertains to the administration of sign permits. On voice vote, all voted ‘aye’; motion carried (4-0-2).

- 2. Hiller Ford Special Use Amendment.** Request for an amendment to a Special Use Permit for a proposed building addition of a parts warehouse use at the west end of the existing shop building located at 6455 South 108th Street (TKN 704 1014 000).

Principal Planner Martinez-Montilva presented the request by Hiller Ford. Mark Castensen, applicant's representative, presented the Special Use amendment request.

The Official Notice of Public Hearing for a Special Use Amendment was read in to the record by Principal Planner Martinez-Montilva and the Public Hearing opened at 6:35 pm and closed at 6:36 pm.

Commissioner Leon moved and Commissioner Shawgo seconded a motion to recommend approval of an amendment to a Special Use permit for Hiller Ford for a proposed building addition of a parts warehouse use at the west end of the existing shop building located at 6455 South 108th Street (TKN 704 1014 000). On roll call vote, all voted 'aye'; motion carried (4-0-2).

D. Business Matters

- 1. Anhalt, release of plat restriction.** Request to allow for a fence and shed within the 30 foot "Planting Strip" upon Lot 2 in Southwood East Addition No. 2 Subdivision, 4107 W. Barnwood Court (TKN 880 0021 000).

Alderwoman Day moved and Commissioner Leon seconded a motion to recommend approval of a Resolution authorizing the installation of a fence within the 30 foot planting strip plat restriction, upon lot 2 in Southwood East addition No. 2 subdivision (4107 West Barnwood Court). On roll call vote, all voted 'aye'; motion carried (4-0-2).

- 2. Poths General Certified Survey Map.** Request to combine three existing properties bearing Tax Key Nos. 756 9993 012, 756 9993 016, and 756 9993 021 into a single parcel to accommodate the Poths General development located at approximately 7154 South 76th Street.

Commissioner Leon moved and Commissioner Haley seconded a motion to recommend approval of a Certified Survey Map to combine three existing properties bearing Tax Key Nos. 756 9993 012, 756 9993 016, and 756 9993 021 into a single parcel to accommodate the Poths General development located at approximately 7154 South 76th Street. On voice vote, all voted 'aye'; motion carried (4-0-2).

- 3. Poths General Minor PDD Amendment.** Request to amend Planned Development District No. 42 to revise landscaping requirements for the Poths General development located at approximately 7154 South 76th Street (TKNS 756 9993 012, 756 9993 016, and 756 9993 021).

Commissioner Leon moved and Alderwoman Day seconded a motion to suspend the rules to allow the public to speak. On voice vote, all voted 'aye'; motion carried (4-0-2). 12 public comments. Commissioner Leon moved and Commissioner Hailey seconded a motion to return to the rules. On voice vote, all voted 'aye'; motion carried (4-0-2).

Commissioner Leon moved and Commissioner Haley seconded a motion to determine the proposed amendment to Planned Development District No. 42 to be a Minor Amendment. On voice vote, all voted 'aye'; motion carried (4-0-2).

Commissioner Leon moved and Commissioner Haley seconded a motion to recommend approval of an Ordinance to amend Planned Development District No. 42 as it pertains to landscaping requirements for the Poths General development. On voice vote, all voted 'aye'; motion carried (4-0-2).

- 4. Poths General Site Plan.** Request for approval of a Site Plan for the mixed use Poths General development located at approximately 7154 South 76th Street (TKNS 756 9993 012, 756 9993 016, and 756 9993 021).

Commissioner Leon moved and Commissioner Haley seconded a motion to approve a Site Plan for the construction of the mixed use Poths General development located at approximately 7154 South 76th Street, subject to the conditions in the draft resolution. On voice vote, all voted 'aye'; motion carried (4-0-2).

E. Adjournment

Commissioner Leon moved and Commissioner Haley seconded to adjourn the meeting at 8:37 p.m. On voice vote, all voted 'aye'; motion carried (4-0-2).



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item C.1.

Meeting of February 8, 2024

Area Exception

RECOMMENDATION: City Development staff recommends approval of this area exception request to increase the lot coverage to 27.8%, while the maximum lot coverage as of right is 25%.

Project name:	Hamed, Area Exception
Property Owner:	Salma Investment, LLC
Applicant:	Hamed, Wasim. Salma Investment, LLC
Property Address/TKN:	7780 W. Faith Drive / 792 0272 000
Aldermanic District:	District 2
Zoning District:	R-6 – Suburban Single-Family Residence District
Staff Planner:	Régulo Martínez-Montilva, AICP, CNUa, Principal Planner
Application number:	PPZ23-0139

INTRODUCTION:

Area Exception to allow for a lot coverage of 27.8% (3,599 square feet) for a proposed single-family dwelling, exceeding the as of right lot coverage of 25% (3,231.25 square feet) in the R-6 zoning district. The area of the subject property is 12,925 square feet.

PROJECT ANALYSIS:

The process to grant an Area Exception involves review and recommendation of the Plan Commission followed by approval by the Board of Zoning and Building Appeals.

Per Section 15-10.0209, Area Exceptions may be granted to increase the maximum lot coverage by no more than 20%. Section 15-10.0209.G. of the Unified Development Ordinance (UDO) specifically lists Standards to be reviewed to grant or deny an Area Exception, which the Plan Commission and Board of Zoning and Building Appeals will use to consider the request.

Lot coverage is defined as “the area of a zoning lot occupied by the principal building or buildings, accessory structure(s) and accessory building(s)”. For example, structures that count towards lot coverage include: principal buildings or dwellings, garages, sheds, swimming pools and associated paved surfaces within four feet from the pool, decks, any structures with a cover or canopy, etc. This Lot Coverage definition should not be confused with Impervious Surface Ratio (ISR) as driveways and walkways count towards ISR but not for lot coverage.

Maximum lot coverage calculation:

- The property area is 12,925 square feet (sq. ft).
- Per UDO Table 15-3.0207, the as of right lot coverage is 25% in the R-6 zoning district where the subject property is located. Based on the property area, the as of right lot coverage for this property is 3,231.25 sq. ft.
- The proposed lot coverage is 27.8% (3,599 sq. ft.), specifically dwelling (2,319 sq. ft.), attached garage (891 sq. ft.), porch (199 sq. ft.) and deck with stairs (190 sq. ft).
- With approval of an Area Exception, the maximum lot coverage may be increased up to 20% over the as of right lot coverage in this zoning district (25%), resulting in 30% (3,877.5 sq. ft). Therefore, this request falls within the allowable increase if the Area Exception is granted.

The proposed building footprint is in compliance with the required building setbacks set forth in Affidavit of Correction approved by Resolution 2023-7973.

Per the Faithway Reserve subdivision plat, there are no protected natural resources as defined in the UDO on the subject lot.

SITE COMPLIANCE

A site visit was performed as part of the staff report preparation process. The subject lot is vacant at this time.



View of the subject lot from Faith Drive
Photo by City Development staff

Engineering Department comments

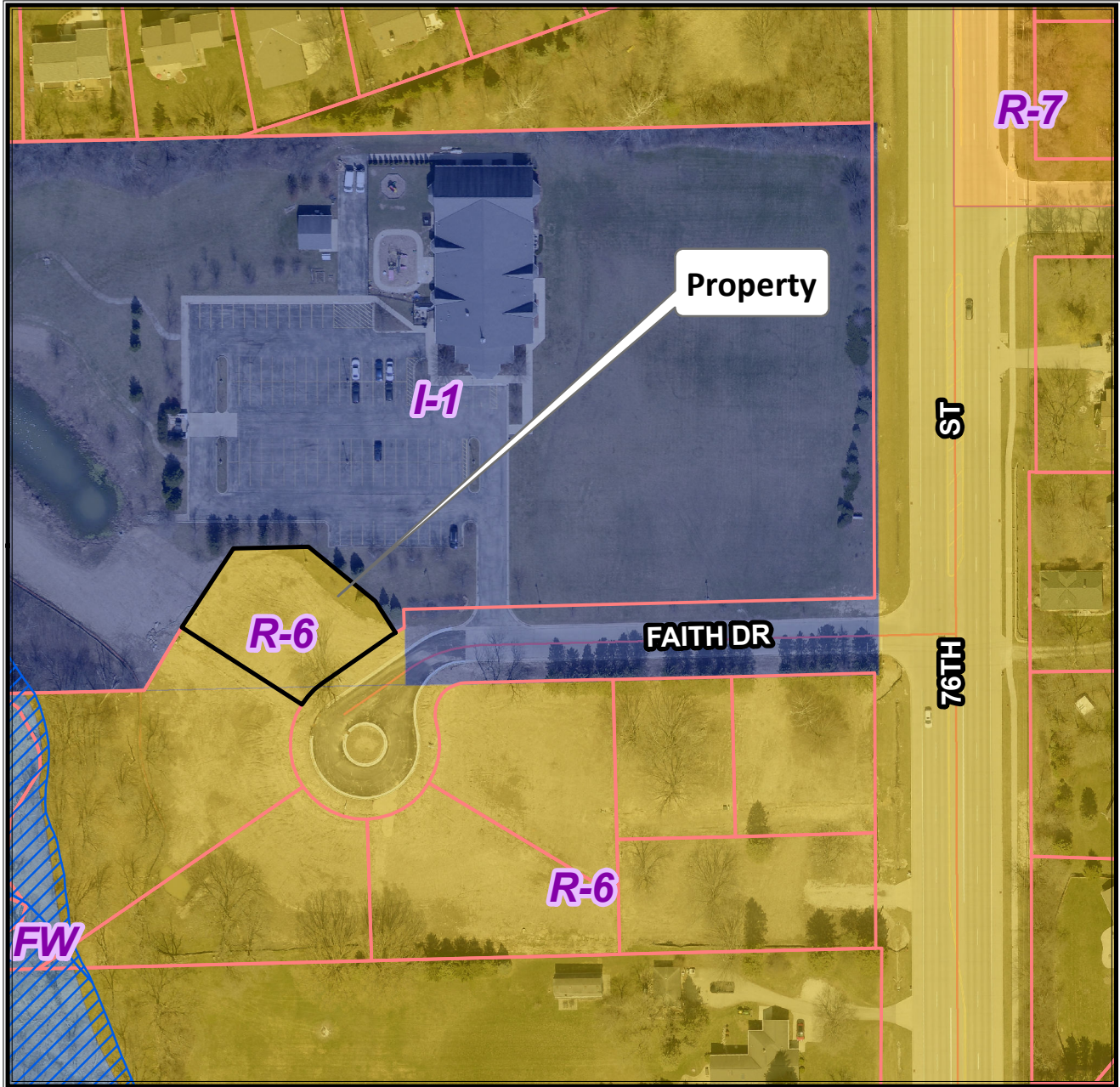
“The storm water management plan for this subdivision was design to account for not more than 25% impervious surface per lot. This proposed lot would exceed that at 36.6% impervious. The storm water management plan for the subdivision would need to be revised to account for 36.6% impervious for this lot”.

The applicant submitted an Authorization for Impervious Surface Use to address the comment above, such authorization is from Faith Community Church, owner of adjacent property to the north.

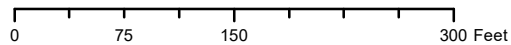
STAFF RECOMMENDATION

City Development Staff recommends approval of this Area Exception request to increase the lot coverage to 27.8%, while the maximum lot coverage as of right is 25%.

7780 W. Faith Drive
TKN 792 0272 000

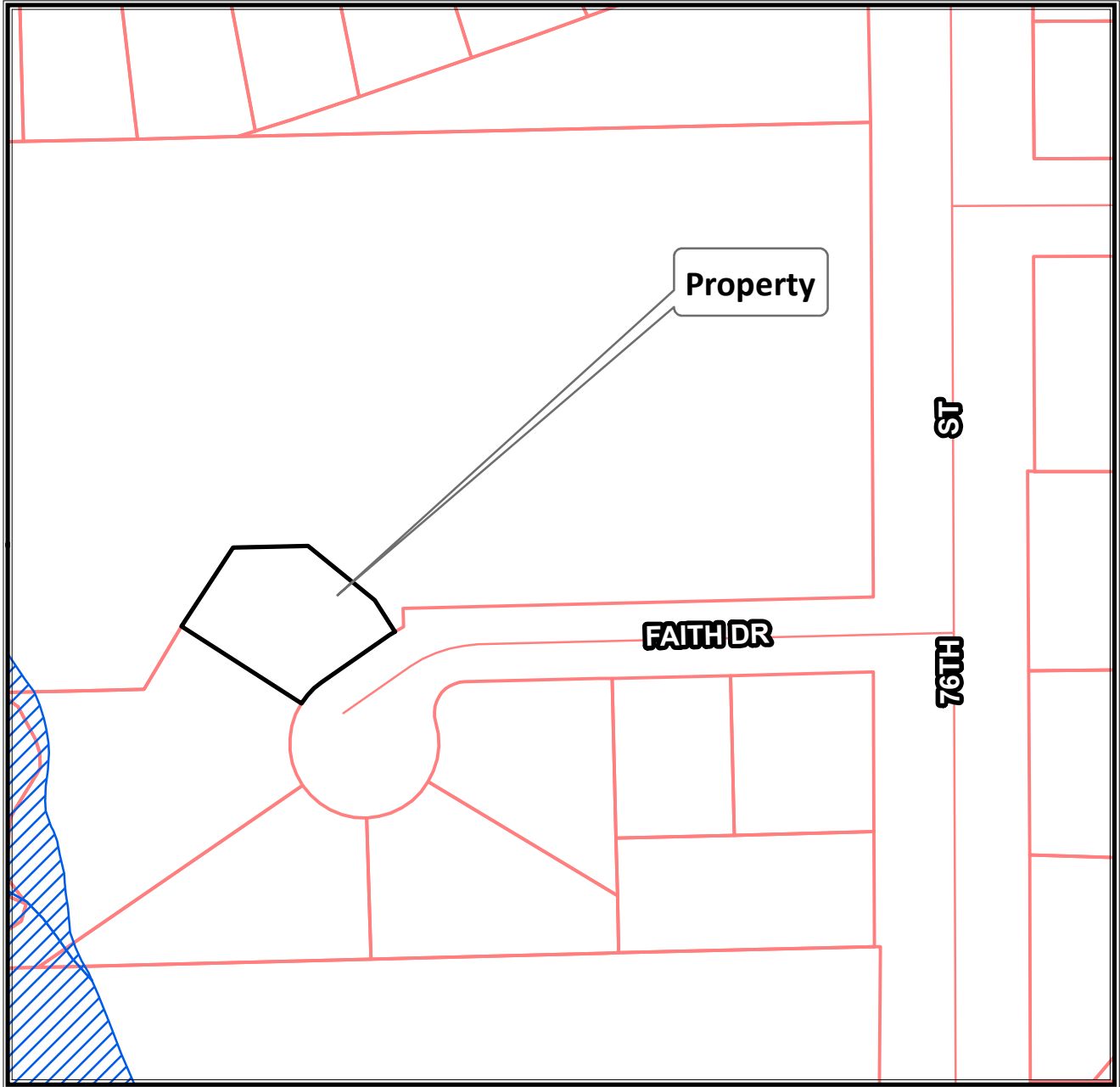


Planning Department
(414) 425-4024

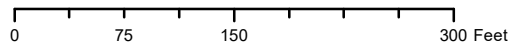


This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

7780 W. Faith Drive
TKN 792 0272 000



Planning Department
(414) 425-4024



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.



10-6-23

Wasim Hamed
2526 W Parnell Ave
Milwaukee WI 53221

I wasim Hamed would like to Build
A new home for my family. I would like
to ask for an Area Exception Due to
My house, Deck, and front Porch being
17 1/2 ft over the Allowed 25% coverage.

~~W~~



Standards in the Review of Area Exceptions

Date: 11-10-2023

Case No. _____

Property Owner: Wasim Hamed

Property Address: 7780 W Faith Dr Franklin WI

Section 15-10.0209G of the City of Franklin Unified Development Ordinance specifically lists Standards to be reviewed by the Board of Zoning and Building Appeals to grant or deny an Area Exception. The Standards are:

1. That the area exception will not be detrimental to or endanger the public health, safety, comfort or general welfare.

The deck is located in the back of my house in my back yard will not be detrimental to or endanger the public health, safety comfort or general welfare

2. That the uses, values and enjoyment of other property in the neighborhood for purposes already established shall be in no foreseeable manner substantially impaired or diminished by the area exception.

Yes we will follow all requirement, and the deck in my back yard the uses values and enjoyment of other property in the neighborhood

3. That the area exception will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The area exception "The deck" will not impede or disrupt the normal development of surrounding property for uses permitted in the district

4. That the area exception will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire within the neighborhood.

The area exception "The deck" located right behind my house in my own back yard at a corner lot will not impair an adequate supply of light and air to adjacent property and will follow all requirement

5. That the area exception shall be in harmony with the general purpose and intent of this Unified Development Ordinance.

The deck area in my own back yard that the area exception shall be in perfect harmony with the general purpose and intent of this unified Development ordinance

Authorization for Impervious Surface Use at 7780 W. Faith Drive, Franklin, WI.

I IMRE DANCs, representing Faith Community Church, Inc. at 7700 W. Faith Drive in Franklin, Wisconsin, authorize Salma Investment, LLC at 7780 W. Faith Drive in Franklin, Wisconsin to utilize up to 1,700 square feet (0.039 acres) of the future impervious surface accounted for in the Faith Community Church Faithway Reserve Subdivision storm water management plan dated March 28, 2019. The Faith Community Church has carefully considered the request and understands that this letter will be filed away with the approved storm water management plan for the development in the City of Franklin Engineering Department.

By authorizing the use of 0.039 acres of future impervious surface to Salma Investment, LLC, the Faith Community Church understands that future expansion of the Faith Community Church is allowed to result in a total net increase of impervious surface not greater than 1.399 acres to remain in compliance with the approved storm water management plan. A total net increase of impervious surface greater than 1.399 acres would require additional storm water management considerations.

Faith Community Church, Inc.


Signature

IMRE DANCs
Name

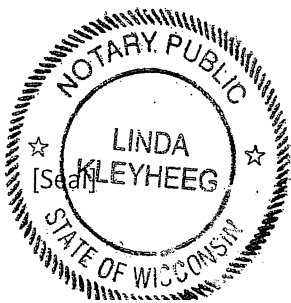
CHAIRMAN
Title

JAN 15, 2024
Date

State of Wisconsin)
 :SS
County of Milwaukee)

I certify that this document was signed and acknowledged before me on January 15, 2024, by Imre Dancs.

Dated this 15th day of January, 2024, in the State of Wisconsin, County of Milwaukee.




Linda Kleyheeg
Notary Public

My Commission Expires: 01/24/2025

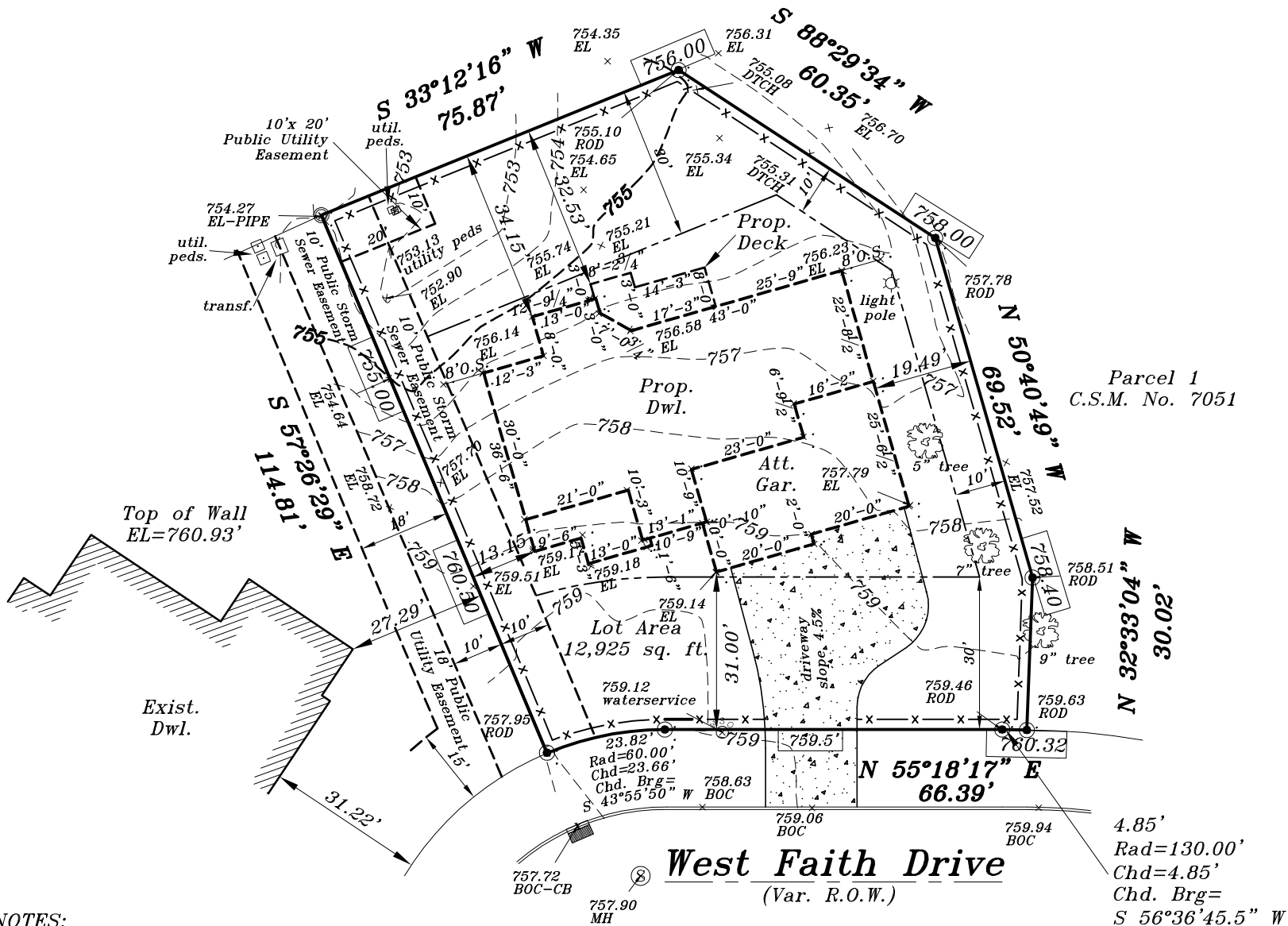
PLAT OF SURVEY

LOCATION: 7780 West Faith Drive, Franklin, Wisconsin

LEGAL DESCRIPTION:

Lot 8 in **FAITHWAY RESERVE**, being all of Lot 3 and Lot 4 of Certified Survey Map No. 8625 and part of Parcel 1 of Certified Survey Map No. 7051, being also part of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

June 28, 2023 (Drawing Only) Survey No. 114426-S
 August 10, 2023 Revised Bldg. Setback Line; Moved Foundation Plan (Not Staked)
 August 16, 2023 Rotated & Moved Foundation Plan (Not Staked)
 September 25, 2023 Staked Proposed Dwelling
 October 4, 2023 Revised Foundation Plan (Not Staked); Rev. Impervious Surfaces



NOTES:

1. Refer to Chapter 3.9 of the City of Franklin Design Standard for Concrete Driveway Approach.
2. The Elevation at the Driveway Approach must be Verified/Approved by Developer's Design Engineer. The City is not Responsible if the Driveway was Constructed at Incorrect Grades/Elevations. The Developer is Responsible for any Corrections Necessary to match the Approved Plans.

Prop. Gar. Slab	761.13	Prop. T.O.W.	761.47
Prop. Fin. Yd Gr.	756.8		
	760.8		

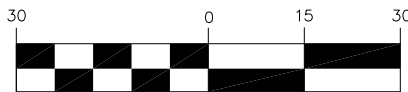
(Per Gr. Plan)

ZONING: R-6
BUILDING SETBACKS:
 Front Yard = 30 ft.
 Side Yard = 10 ft.
 Rear Yard = 30 ft.

IMPERVIOUS SURFACES:
 House Area= 2,319 sq. ft.
 Garage Area= 891 sq. ft.
 Porch Area= 199 sq. ft.
 Deck Area (incl. Stairs)= 190 sq. ft.
 Walk Area= T.B.D.
 Drive Area (to R.O.W.)= 1,127 sq. ft.

Estimated Impervious Surface= 4,726 sq. ft.
 Estimated % Use of Total Lot Area= 36.6%

GRAPHIC SCALE



(IN FEET)
 1 inch = 30 ft.



METROPOLITAN SURVEY SERVICE, INC.

PROFESSIONAL LAND SURVEYORS

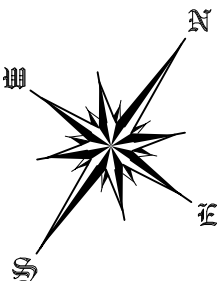
8482 South 76th Street
 Franklin, Wisconsin 53132
 PHONE (414) 529-5380

survey@metropolitansurvey.com
 www.metropolitansurvey.com

- — Denotes Iron Rod Found
- — Denotes Iron Pipe Set

000.0 — Denotes Proposed Grade

—x—x—x— Denotes Proposed Silt Screen



I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY. ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENT, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM THE DATE HEREOF.

SIGNED

Dennis C. Sauer

Dennis C. Sauer
 Professional Land Surveyor S-2421

SPECIFICATIONS

DIVISION 1 GENERAL REQUIREMENTS

1. FROM THE BID AND LIST OF ANY WORK THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS, EXISTING CONDITIONS AND DIMENSIONS INDICATED ON THE DRAWINGS. ANY DISCREPANCY MUST BE REPORTED TO THE ARCHITECT IMMEDIATELY BEFORE COMMENCING ANY WORK.
2. ALL WORK SHALL COMPLY WITH THE LATEST EDITION OF ALL APPLICABLE NATIONAL AND/OR MUNICIPAL BUILDING CODES AND ORDINANCES. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL REQUIRED PERMITS AND UTILITY SERVICE CHARGES.
3. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO THE START OF ANY EXCAVATION.
4. SUB CONTRACTORS SHALL LEAVE SITE NEAT & FREE OF DEBRIS AT THE END OF EACH WORK DAY.
5. PLANS AND SPECIFICATIONS: IT IS THE INTENT OF THE PLANS AND SPECIFICATIONS TO PROVIDE FOR A COMPLETE INSTALLATION. EVENTS NECESSARY FOR THE COMPLETION AND SUCCESSFUL OPERATION OF THE WORK, WHETHER OR NOT HEREBY SPECIFICALLY SPECIFIED OR INDICATED, SHALL BE FURNISHED AND INSTALLED AS IF SO SPECIFIED OR INDICATED. ALL MATERIALS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
6. THE DRAWINGS ARE DIAGNOSTIC ONLY AND NOT INTENDED TO SHOW EXACT LOCATIONS UNLESS OTHERWISE NOTED. CONTRACTORS SHALL VERIFY ALL EXISTING FIELD CONDITIONS, DIMENSIONS AND FINISHES PRIOR TO THE START OF ANY WORK AND SHALL ADJUST THEIR EQUIPMENT AND ACCESSORY LOCATIONS TO AVOID CONFLICTS WITH OTHER CONSTRUCTION OR EQUIPMENT.
7. ALL SUB CONTRACTORS ARE RESPONSIBLE FOR THE COORDINATION OF THEIR WORK WITH ALL OTHER AFFECTED TRADES.
8. NO CONSTRUCTION ADMINISTRATION IS PROVIDED BY THE ARCHITECT.
9. THE ARCHITECT IS NOT RESPONSIBLE FOR THE METHOD OF CONSTRUCTION AND/OR ERROR OR OMISSION WITHIN THE METHODS OF CONSTRUCTION.
10. STAFFERS SHALL COMPLY WITH THE LATEST MUNICIPAL CODE.
11. GENERAL CONTRACTOR SHALL SUPPLY CONTRACTOR AND SANITARY FACILITY FOR JOB PERSONNEL AT ALL TIMES.
12. GENERAL CONTRACTOR IS TO MAINTAIN AND CLEAN STREETS IMMEDIATELY THROUGHOUT CONSTRUCTION.
13. TREE PRESERVATION FENCE IS TO BE MAINTAINED PER APPROVED SITE PLAN AT ALL TIMES.
14. DO NOT START WORK IF THE SUB-SURFACES ARE DEFECTIVE. THE COMPLETION OF SUB-CONTRACTOR'S WORK SHALL CONSTITUTE ACCEPTANCE OF SUB-SURFACE.
15. EACH SUB-CONTRACTOR SHALL OBTAIN AND PROVIDE NECESSARY BOND, PERMITS AND INSPECTIONS AS REQUIRED BY THE MUNICIPALITY, COUNTY, STATE OR OTHER AGENCIES HAVING JURISDICTION.
16. CURRENT INSURANCE CERTIFICATE (GENERAL LIABILITY, WORKMEN'S COMPENSATION, ETC.) MUST BE SUBMITTED TO THE BUILDER BEFORE PROCEEDING WITH ANY WORK.
17. LOCAL, STATE, NATIONAL BUILDING CODES HAVING JURISDICTION SHALL TAKE PRECEDENT OVER THESE PLANS AND SPECIFICATIONS IF THERE EXISTS A CONFLICT. THE SUB-CONTRACTOR SHALL NOT CHARGE EXTRA FOR ITEMS NECESSARY TO MEET CODE REQUIREMENTS FOR THEIR WORK EVEN IF THE ITEMS WERE NOT CALLED OUT ON THESE PLANS.
18. ALL WORK SHALL BE PERFORMED IN GOOD WORKMANLIKE MANNER. EACH SUB-CONTRACTOR SHALL MAINTAIN THEIR WORK FOR A PERIOD OF ONE YEAR FROM THE DATE OF OCCUPANCY PERMIT FROM DEPT. OF WORKMANSHIP AND REPAIR ANY DEFECTS AT THEIR OWN COST.
19. THE APPROVED SET OF PERMITS ALONG WITH THE COORDINATING PLAN REVIEW MUST BE KEPT ON-SITE DURING THE COURSE OF CONSTRUCTION. THESE ITEMS MUST BE MADE AVAILABLE TO ALL REPRESENTATIVES OF THE BUILDING DEPARTMENT UPON REQUEST.

DIVISION 2 EXISTING CONDITIONS

1. FIELD VERIFY ALL EXISTING CONDITIONS INCLUDING LOCATIONS OF ALL UTILITIES.

DIVISION 3 CONCRETE

1. FOUNDATIONS SHALL BEAR ON A MINIMUM OF 1800 PSI UNFINISHED SOIL. CONTRACTOR SHALL EXCAVATE TO THE DEPTH REQUIRED BEYOND SPECIFIED DEPTH TO ACHIEVE BEARING CAPACITY. FOOTING SHALL BEAR AT A MINIMUM DEPTH OF 3'-4" BELOW GRADE.
2. CONCRETE SHALL HAVE A MIN. ULTIMATE COMPRESSIVE STRENGTH OF 3500 PSI AT 28 DAYS. PROVIDE AIR ENTRAINING ADDITIVES FOR ALL CONCRETE EXPOSED TO THE WEATHER.
3. CONCRETE USED FOR ALL EXTERIOR WORK SHALL BE SIX (6) BAG PORTLAND CEMENT PER CUBIC YARD (8000 PSI). CONCRETE FOR ALL INTERIOR SLAB WORK SHALL BE FIVE AND A HALF (5 1/2) BAG PORTLAND CEMENT PER CUBIC YARD (5000 PSI).
4. COMPLY WITH THE OWNER'S RECOMMENDED PRACTICE FOR "SLABS REINFORCING BARS" FOR DETAILS AND METHODS OF REINFORCEMENT, SUPPORTS, AND AS-HENEN SPECIFIED.
5. PROVIDE TROUSER FINISH TO HORIZONTAL SLAB SURFACES TO BE EXPOSED-TO-WALK AND SLAB SURFACES TO BE COVERED WITH RESILIENT FLOORING. COMPLETE GARAGE OR QUARRY TILE FLOOR OR OTHER THIN FLTM FINISH COATING SYSTEM. PROVIDE A LEVEL SURFACE PLANS SO THAT DIMENSIONS BETWEEN ADJACENT SPOTS DO NOT EXCEED 1/4" UNDER A 10' STRAIGHT EDGE.
6. ALL CONCRETE PLACEMENT SHALL COMPLY WITH THE ASTM, THE ACI, AND THE CSI. 1. PROVIDE GRANULAR BACKFILL UNDER ALL CONCRETE SLABS NOT SUPPORTED BY WING WALLS.
2. PROVIDE FULL COMPACTED IN ACCORDANCE WITH THE AEST STANDARDS.
3. PROVIDE FIBERGLASS REINFORCED DAMP-PROOFING ON EQUAL FOUNDATION WALLS.
4. PROVIDE GRANULAR BACKFILL FOR GARAGE AREA AND EXCAVATED DRIVE AREAS.
5. PROVIDE 2# STRIPS IN BASEMENT SLAB AND RAJOUT CONTROL JOINTS AT GARAGE SLAB.
6. PROVIDE WUF REINFORCING IN GARAGE SLAB AND PROVIDE FIBERGLASS REINFORCING IN ALL OTHER SLABS.
7. VERIFY LOCATIONS OF ALL SERVICE ELIEVES THROUGH FOUNDATION WALLS WITH THE BUILDER.

DIVISION 5 METALS

1. THE DESIGN, FABRICATION & ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION LATEST EDITION FOR A36 STEEL. STEEL SHALL BE SHOP COATED.
2. REINFORCING BARS SHALL BE ASTM GRADE 40 WITH STUDS TO BE LAPPED 12" MIN.

DIVISION 6 WOOD, PLASTICS, AND COMPOSITES

1. ALL JOINTS, RAFTERS, STUDS, AND FASC. STRUCTURAL FINISHING SHALL BE KILN DRIED LUMBER NO. 1, 3000 000 E MINIMUM.
2. PROVIDE DOUBLE JOISTS UNDER ALL PARALLEL PARTITIONS AND SOLID BLOCKING BENEATH ALL PERPENDICULAR PARTITIONS.
3. PROVIDE DOUBLE JOISTS BENEATH WALK-IN REFRIGERATORS, TUBS, & SHOWERS.
4. ALL EXTERIOR BEARING PARTITIONS SHALL HAVE FLOOR # X 12" O.C. WITH DOUBLE TOP PLATE MINIMUM LAP OF 48".
5. ALL SUBFLOORS TO BE 2" x 12" x 16" O.B.S WITH DRAINAGE NOTICES BY LOUISIANA/PACIFIC. DECKING GUSED AND SCREWED AS PER SPECIFICATIONS OF THE APA.
6. PROVIDE SLIP RESISTANT BETWEEN FOUNDATION AND SILL PLATE. SILL PLATE SHALL BE WEATHER AND NEST TREATED. ALL SILLS SHALL BE TRIMED PROTECTED.
7. ALL WOOD IN CONTACT WITH CONCRETE, CONCRETE BLOCK, OR EARTH SHALL BE WEATHER AND NEST TREATED.
8. PROVIDE A MIN. OF DOUBLE 2x4'S WITH 1/2" PLYWOOD FLUSH PLATE HEADERS AT ALL 2x4 FRAMED OPENINGS AND 1/2" DOGS WITH 1/2" PLYWOOD FLUSH PLATE HEADERS AT ALL 2x6 FRAMED OPENINGS UNLESS NOTED OTHERWISE.
9. PROVIDE 2"x 8" O.B.S OR PLYWOOD SHEATHING OR CORNER BRACING AT ALL CORNERS.
10. FRAMED CORNERS SHALL BE A MINIMUM OF THREE STUDS.
11. PROVIDE A MINIMUM OF CONTINUOUS 2x4 LEVELING PLATE ON TOP OF ALL STEEL BEAMS UNLESS NOTED OTHERWISE.
12. PROVIDE 1/2" DETAILS FREE SEPARATION UNDER ALL TUB DECK KIP.
13. PROVIDE A MINIMUM OF DOUBLE STUDS AT EACH JAMB.
14. PROVIDE A MINIMUM OF DOUBLE CRIPPLES AT EACH JAMB OPENING GREATER THAN 1'-0".
15. ALL ENGINEERED FLOOR JOISTS (BEAMS & T&I LVL, PARALLEL, ETC.) SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
16. GARMENTER SHALL PROVIDE BACKING NECESSARY FOR DETAIL ATTACHMENT, BATH ACCESSORIES, MEDICINE CABINETS, STAIR RAILINGS, CLOSET ROOF, ETC.

DIVISION 7 THERMAL AND MOISTURE PROTECTION

1. PROVIDE FLASHES AND REINFORCING AT ALL PIPE, CONDUIT, DUCT OPENINGS, OR OTHER PENETRATIONS. PROVIDE FLASHING AT ALL BARRER, PARTITIONS, AND OUTSIDE WALLS AT THE LEVEL OF EACH FLOOR OR CEILING AND AT SPOUT PROVIDE FLASHING AND SHEET METAL WORK SHALL CONFORM TO THE RECOMMENDATIONS OF THE LATEST SPM36A REFERENCE MANUAL FOR INSTALLATION AND SHAPES.
2. ALL FLASHING AND SHEET METAL WORK SHALL CONFORM TO THE RECOMMENDATIONS OF THE LATEST SPM36A REFERENCE MANUAL FOR INSTALLATION AND SHAPES.
3. ROOFERS SHALL INSTALL MAINT THE UNDER TYP. UNKAP.
4. REFER TO TYVEK. MANUAL AND INSTALL AIR BARRIER IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS. PROVIDE AIR BARRIER UNDER AND SILL HEAD AND JAMB FLASHING AS MANUFACTURED BY TYVEK.
5. PROVIDE SOUND ATTENUATION BLANKETS AT ALL WASTE LINES IN FLOOR AND WALL CAVITIES. PROVIDE SOFT CLOSED-CELL FOAM OR DENSE GLASS FIBER BUBBER, NOMINALLY 3" LONG AND 1/2" THICK BETWEEN UNINSULATED PIPES AND HANDS. THERE SHOULD BE NO DIRECT CONTACT BETWEEN THE PIPINGS AND STUDS OR OTHERS.

DIVISION 8 OPENINGS

1. ALL GLAZING SHALL MEET OR EXCEED THE REQUIREMENTS OUTLINED IN THE VILLAGE CODE.
2. PROVIDE TEMPERED OR SAFETY GLASS ABOVE TUBS, DOORS AND OTHER HAZARDOUS LOCATIONS PER CODE.

ADDITIONAL NOTES:

1. APPROVED PLANS MUST BE KEPT ON SITE AT ALL TIMES.
2. USED MATERIALS, EQUIPMENT AND DEVICES ARE NOT TO BE RE-USED UNLESS APPROVED BY BUILDING OFFICIAL.
3. RIDGE BOARDS, VALLEY AND HP BOARDS ARE NOT TO BE LESS IN DEPTH THAN THE CUT END OF RAFTERS.
4. WRITER RECORD FROM THE MATERIAL SUPPLIER SHALL BE PROVIDED UPON DELIVERY OF CONCRETE.
5. ALL HANDRAILS AND GUARDRAILS MUST BE CAPABLE OF RESISTING A CONCENTRATED LIVE LOAD OF 300 LBS APPLIED IN ANY DIRECTION. PROVIDE EMERSON DIRT DECK AND/OR 1/4" T&I FIBER ROOF SUPPORT FOLLOWING MANUFACTURER'S SPEC. FOR ANY NOTHING OR CUTS TO JOISTS OR TRUSSES OR LVA WALKER. PROVIDE 10% OF THE ELECTRICAL PANEL AS SPACES OR BLANKS FOR FUTURE EXPANSION.

ADDITIONAL ENERGY CODE COMPLIANCE NOTES:

1. ATTIC INSULATION DISTURBED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED WITH MIN. R-30 BATT AND RAJO BLOWN INSULATION.
2. RECESSED CAN LIGHTS INSTALLED IN THE BUILDING THERMAL ENVELOPE SHALL BE SEALED TO LIMIT AIR LEAKAGE. IC RATED AND LABELLED BE SEALED WITH A GASKET OR CAULK BETWEEN THE HOUSING AND THE INTERIOR TO HAVE AN AIR LEAKAGE RATE NOT MORE THAN 2.0 CFM. ALL CAN LIGHTING SHALL WALL OR CEILING COVERING.
3. INSULATE ALL HOT WATER PIPING WITH MIN. R-3.
4. PROVIDE A MINIMUM OF 1/4" OF ALL LAMPS IN PERMANENTLY INSTALLED LIGHTING SHALL BE HIGH-EFFICIENT LAMPS.
5. ALL NEW PENETRATION TO HAVE U + 0.32 OR BETTER.
6. ALL NEW EXTERIOR WALLS TO HAVE MIN. R-21 INSULATION.
7. ALL NEW WINDOWS TO HAVE MAX AIR INFILTRATION RATE OF 0.3 CFM PER SQ. FT.
8. ALL NEW BUILDING DOORS TO HAVE MAX 0.5 CFM PER SQ. FT.

DIVISION 9 FINISHES

1. ALL BATH TUB DECKS AND INTERIOR WALLS/SHOWER LOCATIONS SHALL BE DARK GRAY OR EQUAL.
2. PROVIDE CONCRETE BACKER BOARD AT ALL AREAS TO RECEIVE TILE FINISH AND INSTALL GREEN BOARD AT MASTER TUB SURROUNDING AREA FOR PAINT.
3. ALL CERAMIC AND QUARRY TILE TO BE INSTALLED IN TRIMSET OVER CONCRETE BACKER BOARD.
4. ALL GYPSUM BOARD SURFACES AND PAINTED WOODWORK TO RECEIVE ONE (1) PRIME AND TWO (2) FINISH COIL BASE/ALTEX PAINT COATS. ALL INTERIOR WOOD TRIM TO BE DARK PRIMED. DOORS TO BE PAINTED (BASE). ALL SIX SIDES. VERIFY FINISH WITH OWNER. PAINT FINISHED WALLS - EGGSHELL, CEILING - FLAT, DOORS 4 TRIM - PEARL MATERIALS. FRUIT AND LAMBERT OR APPROVED EQUAL. VERIFY FINISHES IN FIELD WITH CONTRACTOR. STAINED WOODWORK, TORCIEVE ONE (1) COAT STAIN AND TWO (2) COATS VARNISH WITH STEEL WOOLING BETWEEN COATS.
5. ALL COLORS, FINISHES, AND MATERIAL SELECTIONS TO BE MADE AND APPROVED BY THE OWNER.
7. ALL INTERIOR WALL FINISH TO BE 1/2" GYPSUM BOARD.

DIVISION 11 EQUIPMENT

DIVISION 12 FURNISHINGS

1. PROVIDE ONE 80 GALLON WATER HEATERS WITH TEN (10) YEAR GUARANTEE.
2. PROVIDE CLEANOUTS AT EVERY CHANGE IN DIRECTION AND IN ANY RUN WITH A BEND TOTAL GREATER THAN 45 DEGREES.
3. WHERE INDICATED ON THE DRAWING, INSTALL ALL PIPING FIXTURES AND AFFLIANCES AS SELECTED BY OWNER.
4. PLUMBING CONTRACTOR TO PROVIDE ALL VENTS, SHUT-OFFS, AIR CHAMBERS, RISERS, ETC., AS REQUIRED.
5. THROUGH WALL SANITARY RISER SHALL BE CLASS 90 DUCTILE IRON.
6. SOLDER JOINTS BEFORE THE WATER METER ARE PROHIBITED.
7. TRIMSET CLEANOUTS FOR ACCESS TO WATER CLOSETS SHALL BE 1/2 INCHES CENTRUM TO WALL OR OTHER.
8. OBSTRUCTIONS 30 INCHES FROM FRONT OF SQUIL TO WALL OR OTHER OBSTRUCTIONS.
9. MINIMUM 3/4 INCH DEPTH FOR ALL ELECTRIC HITS.
10. SHOWERS AND VALVES SHALL BE APPROVED.
11. PROVIDE MIN. 1" WATER SERVICE AND A 1" WATER METER.
12. PROVIDE SHOWER MIXING VALVE ADJUSTED TO 10% AT THE OF INSTALLATION. VERTICAL AND HORIZONTAL PIPING TO BE SEALED AND SUPPORTED IN ACCORDANCE WITH SERVICE UNIT.
13. PROVIDE FIBER GLASS REINFORCED DAMP-PROOFING ON EQUAL FOUNDATION WALLS.
14. PROVIDE GRANULAR BACKFILL FOR GARAGE AREA AND EXCAVATED DRIVE AREAS.
15. PROVIDE 2# STRIPS IN BASEMENT SLAB AND RAJOUT CONTROL JOINTS AT GARAGE SLAB.
16. PROVIDE WUF REINFORCING IN GARAGE SLAB AND PROVIDE FIBERGLASS REINFORCING IN ALL OTHER SLABS.
17. VERIFY LOCATIONS OF ALL SERVICE ELIEVES THROUGH FOUNDATION WALLS WITH THE BUILDER.

DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING

1. HVAC CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT TO COMPLETE THE DESIGN AND INSTALLATION. HEATING, COOL, AND VENTILATION SYSTEMS INCLUDING BUT NOT LIMITED TO HEATING PLANTS (BOILER), DISTRIBUTION, AIR CONDITIONING SYSTEM, TEMPERATURE DUCT, SETTING CONTROLS NETWORK, THERMOSTATS, AND HUMIDIFICATION CONTROL, FILTER, EXHAUST FAN CONNECTIONS, GAS FIRED EQUIPMENT FLUES AND AFFLIANCE VENTS. ENTIRE SYSTEM SHALL CONFORM TO APPLICABLE GENERAL AND SPECIAL STANDARDS. CONTRACTOR SHALL CALCULATE HEAT LOSS AND GAIN, SIZE ALL DUCTS AND EQUIPMENT TO GUARANTEE SYSTEM WILL HEAT HOUSE TO 64 F & 8 F OUTSIDE TEMPERATURE WITH 18 M.P.H. WINDS AND COOL HOUSE TO 74 F & 8 F 18 F OUTSIDE TEMPERATURE. CONTRACTOR TO GUARANTEE SYSTEM WILL HEAT HOUSE TO 64 F & 8 F 18 F OUTSIDE TEMPERATURE WITH 18 M.P.H. WINDS AND COOL HOUSE TO 74 F & 8 F 18 F OUTSIDE TEMPERATURE. CONTRACTOR TO GUARANTEE SYSTEM WILL HEAT HOUSE TO 64 F & 8 F 18 F OUTSIDE TEMPERATURE WITH 18 M.P.H. WINDS AND COOL HOUSE TO 74 F & 8 F 18 F OUTSIDE TEMPERATURE. CONTRACTOR TO GUARANTEE SYSTEM WILL HEAT HOUSE TO 64 F & 8 F 18 F OUTSIDE TEMPERATURE WITH 18 M.P.H. WINDS AND COOL HOUSE TO 74 F & 8 F 18 F OUTSIDE TEMPERATURE.
2. HEATING CONTRACTOR TO REVISION LAYOUT OF SUFFERL AND RETURN DUCTS AND LOCATION OF THERMOSTATS WITH OWNER IN FIELD PRIOR TO INSTALLATION. CONTRACTOR TO PROVIDE LOAD CALCULATIONS MANUAL J OR EQUAL.
3. HEATING CONTRACTOR TO PROVIDE LOAD CALCULATIONS MANUAL J OR EQUAL.
4. VENT ALL POWDER ROOM AND BATH EXHAUST FANS THROUGH ATTIC TO EXTERIOR WALL LOCATIONS WHERE POSSIBLE.
5. HEATING CONTRACTOR TO CONNECT FLUE FROM HOT WATER HEATERS INTO FURNACE FLUE IF APPLICABLE.
6. VENT ALL POWDER ROOM AND BATH EXHAUST FANS THROUGH ATTIC TO EXTERIOR WALL LOCATIONS WHERE POSSIBLE.
7. HEATING CONTRACTOR TO RUN ALL CONDENSATE LINES TO FLOOR DRAIN.
8. PROVIDE COMBUSTION AIR SUPPLY TO ALL GAS FIRED EQUIPMENT IN ACCORDANCE WITH NFPA 94 AND OTHER APPLICABLE CODES.
9. HVAC CONTRACTOR SHALL PROVIDE DUCT LAYOUT, CFM DISTRIBUTION AND HEAT LOSS CALCULATIONS TO MEET LOCAL CODE REQUIREMENTS.
10. ALL HEATING AND ELECTRICAL EQUIPMENT TO BE INSTALLED TO MEET LOCAL BUILDING CODES AND INSPECTOR APPROVAL.
11. PROVIDE SHEET METAL FAN UNDER FURNACE ON SECOND FLOOR OR ATTIC.

DIVISION 26 ELECTRICAL

1. ALL SWITCHES SHALL BE LOCATED AT 4'-6" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE. ALL RECEPTACLES SHALL BE LOCATED AT 4'-0" ABOVE FINISHED FLOOR UNLESS NOTED OTHERWISE.
2. PROVIDE GFI OUTLETS AND SWITCHED CONNECTIONS AS REQUIRED. PROVIDE DISCONNECTS AT MOTORS.
3. ALL ELECTRICAL FIXTURES WITHIN USE AREAS OF BATHROOM SHALL BE DAMP LOCATION APPROVED BY UL.
4. GROUND ELECTRICAL PANEL SERVICE WITH 1/2"x1/2" DRIVE-IN GROUNDING ROD AND CONNECT TO COLD WATER SERVICE.
5. ALL UP RECEPTACLES SHALL BE WEATHER-PROOF AND HAVE GROUND FAULT INTERRUPTER.
6. ALL INTERIOR RECEPTACLES SHALL HAVE AN AUTO-GROUND CLIP.
7. ALL DIRECTLY CONNECTED HVAC AND KITCHEN AFFLIANCES TO BE DIRECT WIRED BY ELECTRICIAN.
8. ELECTRICAL CONTRACTOR SHALL VERIFY POWER REQUIREMENTS AND RECEPTACLE LOCATIONS FOR ALL AFFLIANCES IN FIELD PRIOR TO WIRING.
9. ALL SURFACE MOUNTED LIGHT FIXTURES NOT SPECIFIED TO BE PROVIDED BY GENERAL CONTRACTOR AND INSTALLED BY ELECTRICAL CONTRACTOR.
10. INSTALL TOGGLE TYPE SWITCHES AND OUTLETS (WHITE).
11. ALL RECESSED CAN LIGHT FIXTURES SHALL BE 1" UNIVERSAL HOUSING TO TYPE CANS FOR NON-INSULATED AREAS. USE IC CANS FOR INSULATED AREAS.
12. PROVIDE ARCH RAFT RECEPTACLES & DEVICES BRANCH CIRCUIT FOR ALL BEDROOMS.

Electrical Notes:

1. GFCI PROTECTION MUST BE FROM A RECEPTACLE IN BATH ROOM SERVICE PANEL. PROTECTION FROM ROOM TO ROOM IS NOT ALLOWED.
2. RECEPTACLE SHALL BE RATED AT THE BRANCH CIRCUIT RATING.
3. MOTORS OF ELECTRICAL APPLIANCES PER CIRCUITS 1/8 HP MIN. TO 1/2 HP.
4. ALL FLEX MUST HAVE A GROUNDING CONDUCTOR INSTALLED.
5. ALL BATTERIES USED IN CELLS MUST BE BATTED FOR RAN SUPPORT.
6. INSTALL A FACELESS GFCI RECEPTACLE 3 FEET AWAY FROM TUB OR GFCI BREAKER IN PANEL FOR POWER FEED RATE INTO A TUB.
7. SMOKE DETECTOR MUST HAVE A BREAKER LOCK INSTALLED ON BREAKER.
8. INSTALL 1/2" x 1/2" (1) OUTSIDE OF BUILDING FROM WITHIN FOOT OF WATER METER FOR R.O.H.
9. EXPOSED WORK MUST BE INSTALLED IN A WORKMAN LIKE MANNER.
10. NO MORE THAN 96 VOLTAGE DROP IN ALL BRANCH CIRCUITS AT FURTHEST POINT.
11. COFFERED CEILING AND 60 DETECTORS SHALL BE WITHIN 3 FEET OF ALL BEDROOMS.
12. SMALL APPLIANCES CIRCUIT MUST BE INSTALLED IN KITCHEN, BREAKFAST, DINING, AND PANTRY.
13. NO BACK TO BACK BOXES IN GARAGE.
14. PROVIDE ARC FAULT RECEPTACLES BRANCH CIRCUIT FOR BEDROOMS.
15. ALL CO DETECTORS ONE AT EACH LEVEL OF BUILDING.
16. GROUNDING CONDUCTOR MAY NOT BE SMALLER THAN 4 AWG.
17. ALL WIRING TO BE IN RING OR BY SERVICE DISCONNECTING MEANS SHALL BE ON THE EXTERIOR OF THE BUILDING.

- CLOSET LIGHT SHALL BE SURFACE MOUNT INCAND. 12" AWAY FROM NEAREST POINT OF STORAGE OR RECESSED INCAND. OR SURFACE MOUNT FLOOR. 6" AWAY FROM NEAREST POINT OF STORAGE. LIGHT FIXTURES IN CLOSET MUST HAVE A COMPLETELY ENCLOSED LAMP.
- ALL LIGHT FIXTURES WITHIN TUB / SHOWER COMPARTMENTS SHALL HAVE A VAPOR PROOF COVER AND SHALL BE GFCI PROTECTED.

DIVISION 27 COMMUNICATIONS

1. ALL TELEPHONE WIRING SHALL BE "HOME RUN". ALL CONTROL WIRING TO BE "CL" LABELLED WIRE. TELEPHONE JACKS SHALL BE "MODULAR". PROVIDE DUPLEX JACKS WHERE MULTIPLE LINES OCCUR. VERIFY MULTIPLE LINE LOCATIONS WITH CONTRACTOR. VERIFY SPECIFICATIONS OF ALL ELECTRICAL DEVICES AND FIXTURES IN FIELD WITH CONTRACTOR.

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

1. PROVIDE POWER FOR OPTIONAL SECURITY PANEL.
2. ALL SMOKE DETECTORS SHALL BE 100% INTERCONNECTED WITH BATTERY BACK-UP. PROVIDE ONE SMOKE DETECTOR PER FLOOR AND IN ALL SLEEPING ROOMS. (MAX. 15'-0" FROM SLEEPING ROOM DOORS)

DIVISION 31 EARTHWORK

2. SHOULD UNSUITABLE SOIL CONDITIONS ARISE, NOTIFY THE BUILDER & ARCHITECT BEFORE PROCEEDING WITH ANY FURTHER WORK.
3. EXCAVATOR TO STOCK PILE SPOIL MATERIAL AS DIRECTED BY THE BUILDER. PROVIDE SOIL EROSION CONTROL AS REQUIRED BY THE GOVERNING AGENCY.

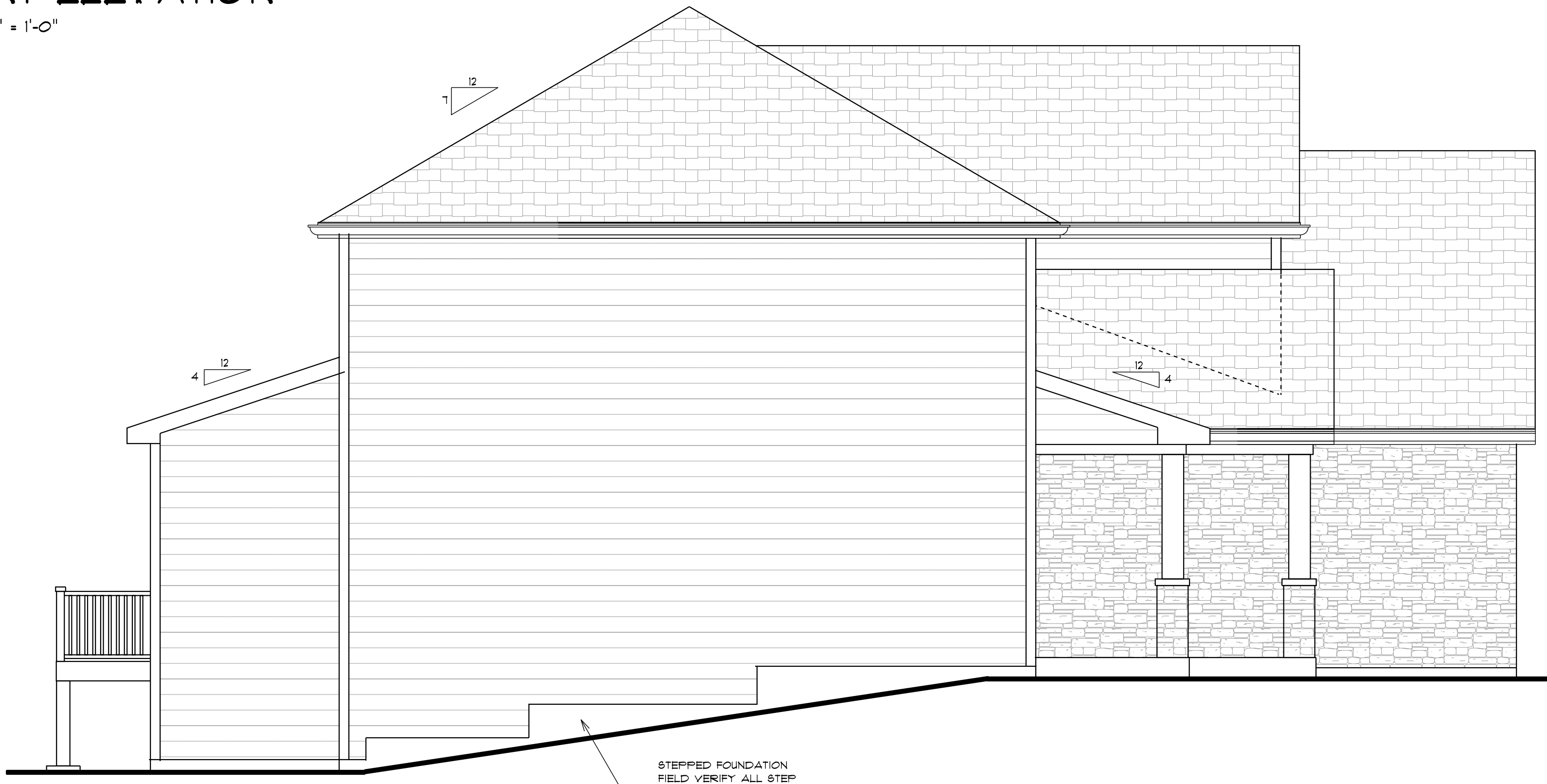
DIVISION 32 EXTERIOR IMPROVEMENTS

DIVISION 33 UTILITIES

1. ALL DRAIN TIE TO BE PER VILLAGE CODES.



FRONT ELEVATION
SCALE 1/4" = 1'-0"

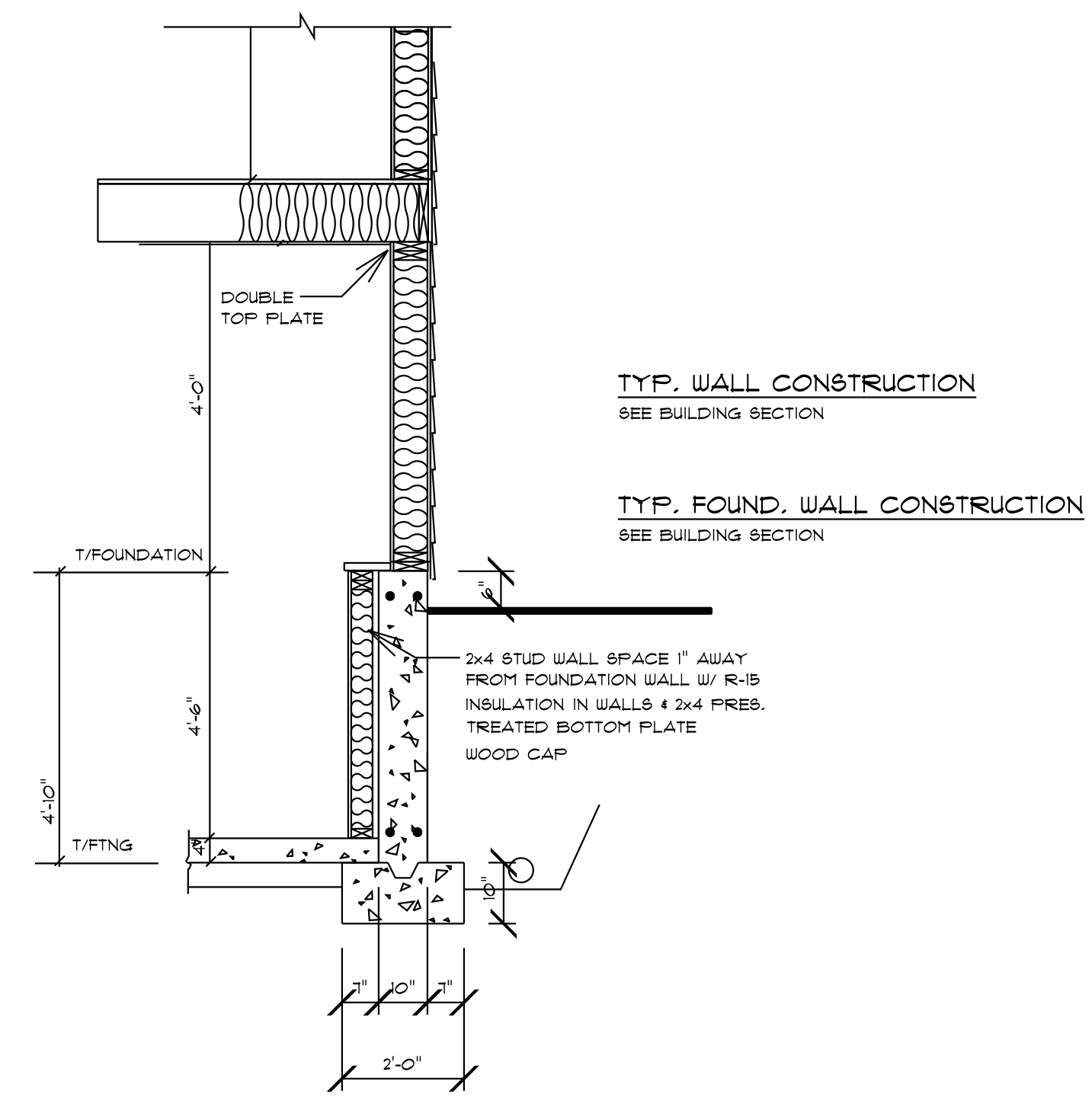


LEFT ELEVATION
SCALE 1/4" = 1'-0"



REAR ELEVATION

SCALE 1/4" = 1'-0"



TYP. LOOKOUT FOUNDATION SECTION

SCALE 1/2" = 1'-0"



RIGHT ELEVATION

SCALE 1/4" = 1'-0"

ICE & WATER SHIELD @ EAVES
EXTENDING IN 24" FROM THE
INSIDE FACE OF EXTERIOR WALLS

CONT. AIR Baffles @ 24" O.C.
ENDS AT RIDGE INSTALLED
SO AS TO NOT RESTRICT AIR FLOW

TYPICAL ROOF CONSTRUCTION

ARCHITECTURAL ASPHALT ROOF SHINGLES
1/2" ASPHALT BUILDING PAPER
1/2" CDX PLYWOOD ROOF SHEATHING W/ CLIPS
PRE. ENG. WOOD ROOF TRUSSES @ 24" O.C.
INSTALLED PER. MANU. SPECS. W/ HURRICANE ANCHORS
5/8" GYPSUM BOARD @ FINISHED CEILING

TYPICAL FASCIA/SOFFIT CONST.

ALUMINUM GUTTER ON
SMART FASCIA OVER 2x6 SUB FASCIA
SMART VENTED SOFFIT

TYPICAL EXT. WALL CONSTRUCTION

SMART SIDING
AIR & WATER INFILTRATION BARRIER HOUSE WRAP (TYVEK)
1/2" INSULATING WALL SHEATHING W/
1/16" OSB PLYWOOD ENTIRE HOUSE
2x6 STUDS @ 16" O.C. UNLESS OTHERWISE NOTED
1/2" GYPSUM WALL BOARD

TYPICAL INSULATION

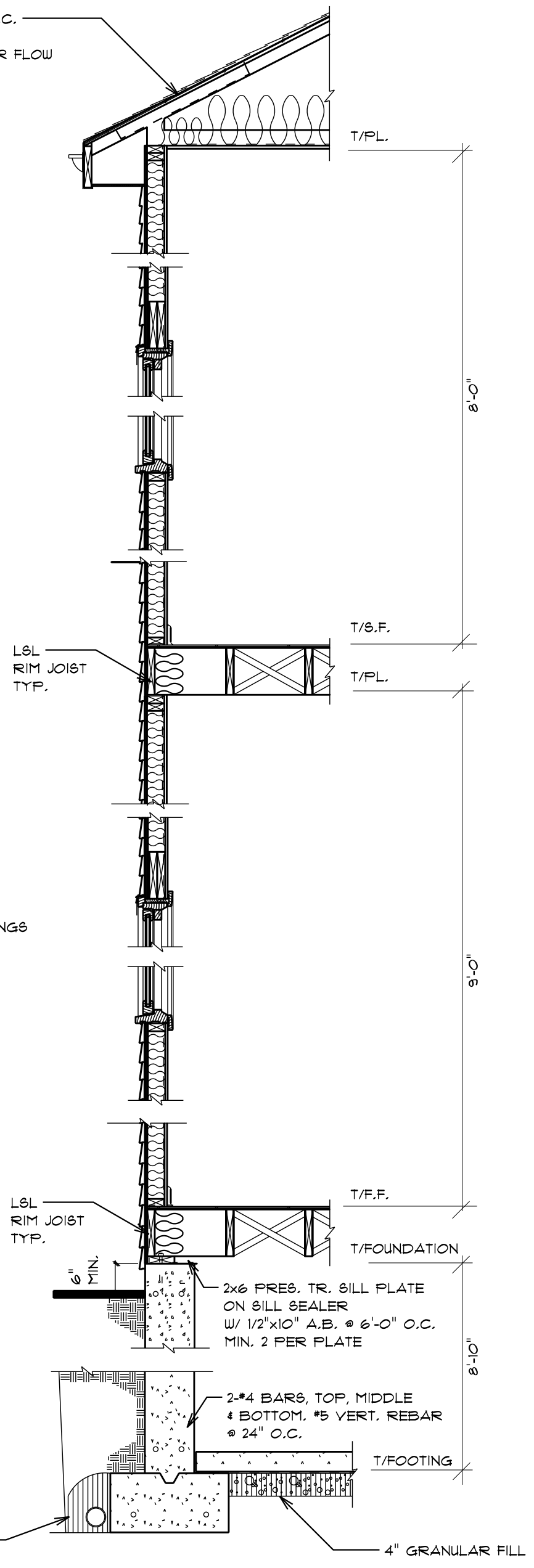
R-19 KRAFT FACED FIBERGLASS INSULATION IN 2x6 EXT. WALLS
R-21 FIBERGLASS INSULATION @ FLOOR RIMS
R-49 FIBERGLASS INSULATION IN ATTICS
R-30C KRAFT FACED FIBERGLASS INSULATION IN SLOPED CEILING

TYPICAL FLOOR CONSTRUCTION

3/4" T & G SUBFLOOR GLUE & NAIL
11 1/8" TJI FLOOR JOISTS @ 16" O.C.
W/ X BRIDGING @ MIDSPAN
1/2" GYPSUM BOARD CEILING

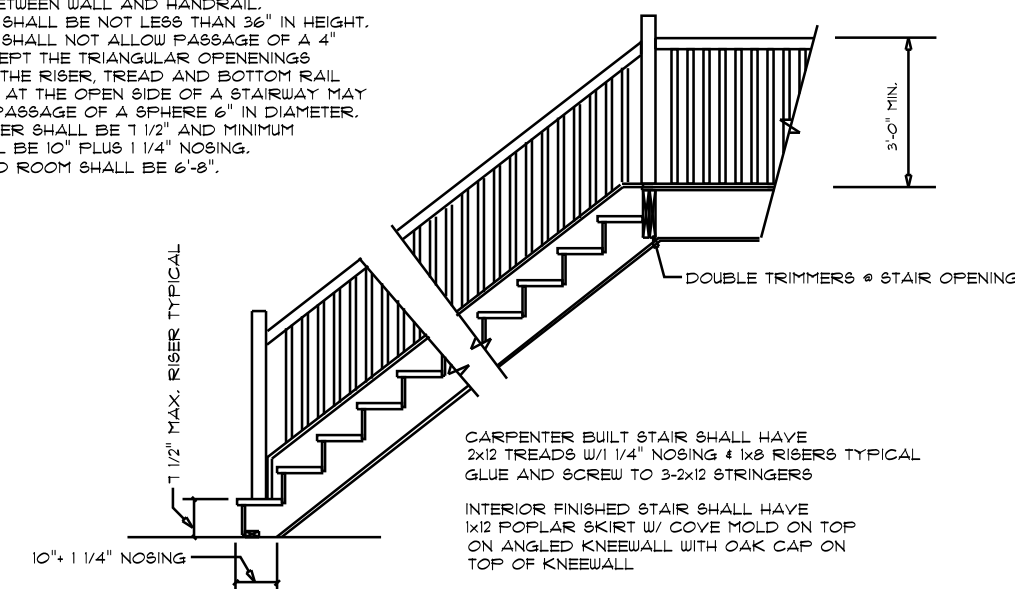
TYPICAL FOUND. WALL CONSTRUCTION

BITUMINOUS SPRAYED ON DAMPROOFING
10"x8'-0" CONCRETE FOUNDATION
10"x24" CONCRETE FOOTING
TAKE CARE WHEN DIGGING FOR FOOTINGS.

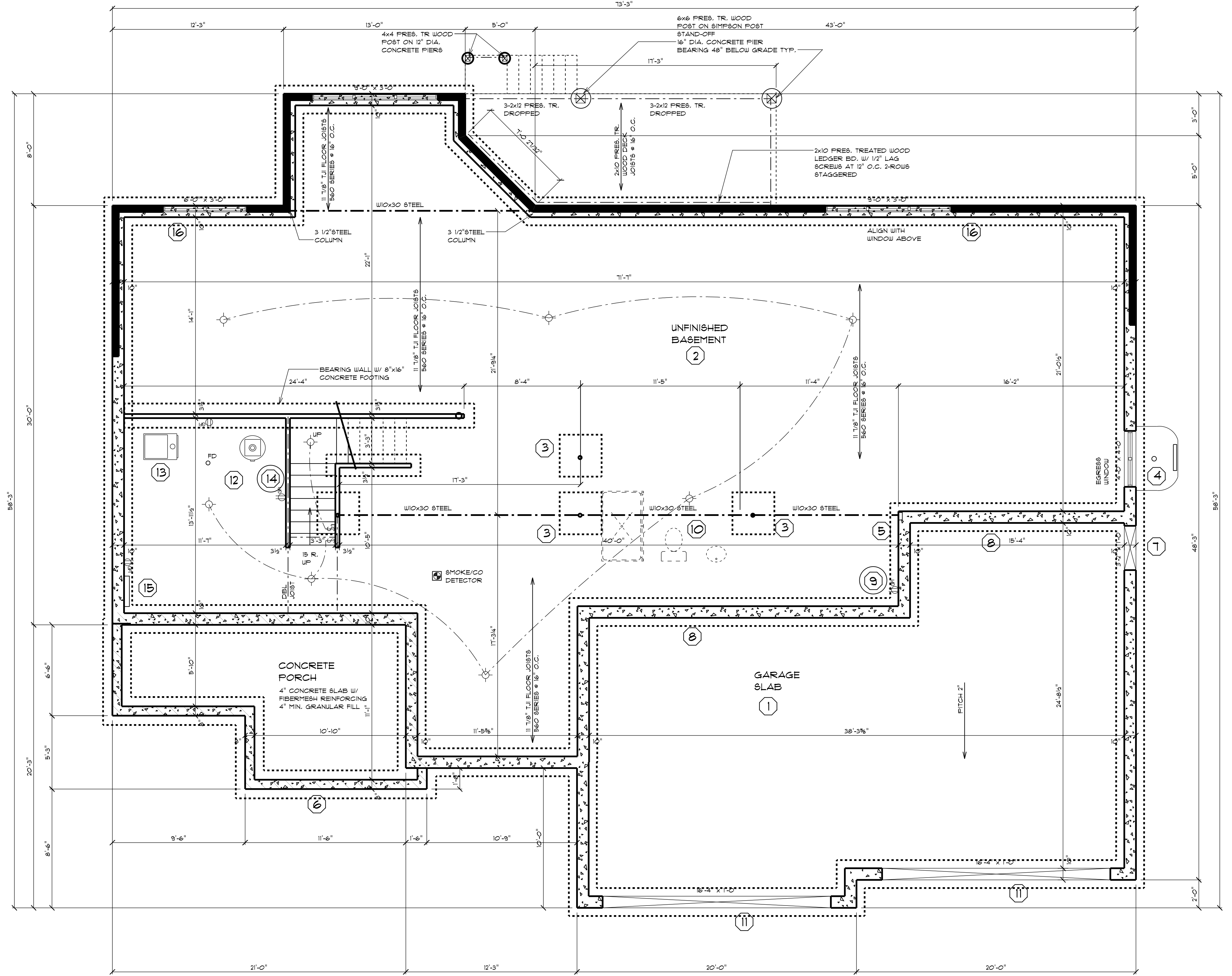


TYPICAL BUILDING SECTION
SCALE 1/2" = 1'-0"

HANDRAIL SHALL BE 34" ABOVE NOSING.
THE HANDRAIL PORTION OF THE HANDRAILS
SHALL NOT BE MORE THAN 2 5/8" IN CROSS
SECTIONAL DIMENSIONS AND SHALL BE NOT LESS
THAN 1 1/2" BETWEEN WALL AND HANDRAIL.
GUARD RAIL SHALL BE NOT LESS THAN 36" IN HEIGHT.
BALLUSTERS SHALL NOT ALLOW HANDRAIL
SPHERE EXCEPT THE TRIANGULAR OPENINGS
FORMED BY THE RISER, TREAD AND BOTTOM RAIL
OF A GUARD AT THE OPEN SIDE OF A STAIRWAY MAY
NOT ALLOW PASSAGE OF A SPHERE 6" IN DIAMETER.
MAXIMUM RISER SHALL BE 1 1/2" AND MINIMUM
TREAD SHALL BE 10" PLUS 1/4" NOSING.
MINIMUM HEAD ROOM SHALL BE 6'-8".



STAIR DETAIL



FOUNDATION PLAN

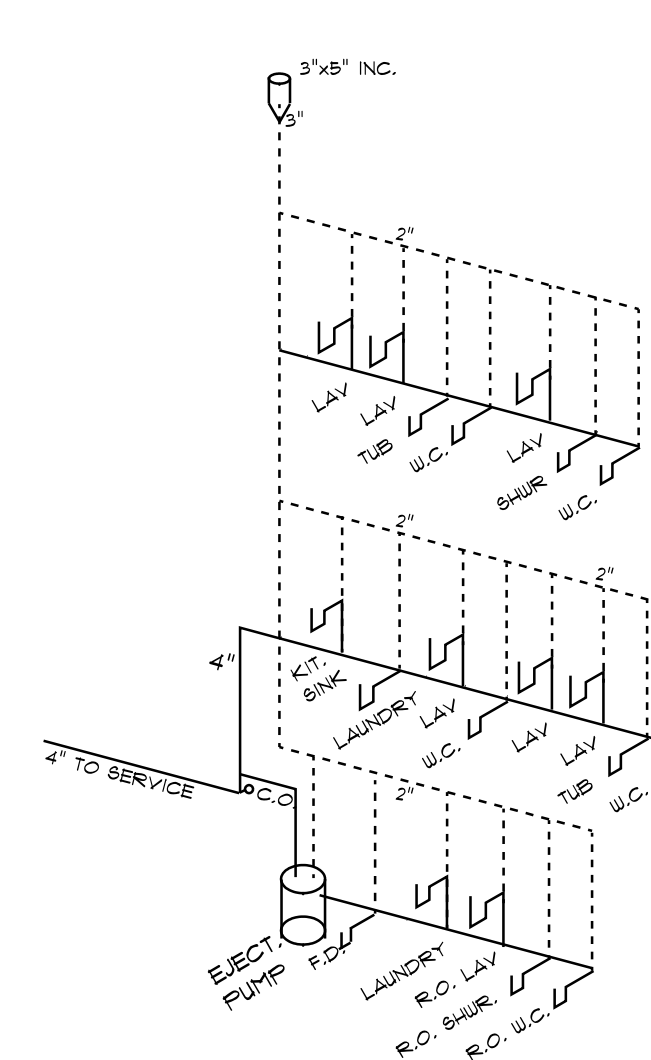
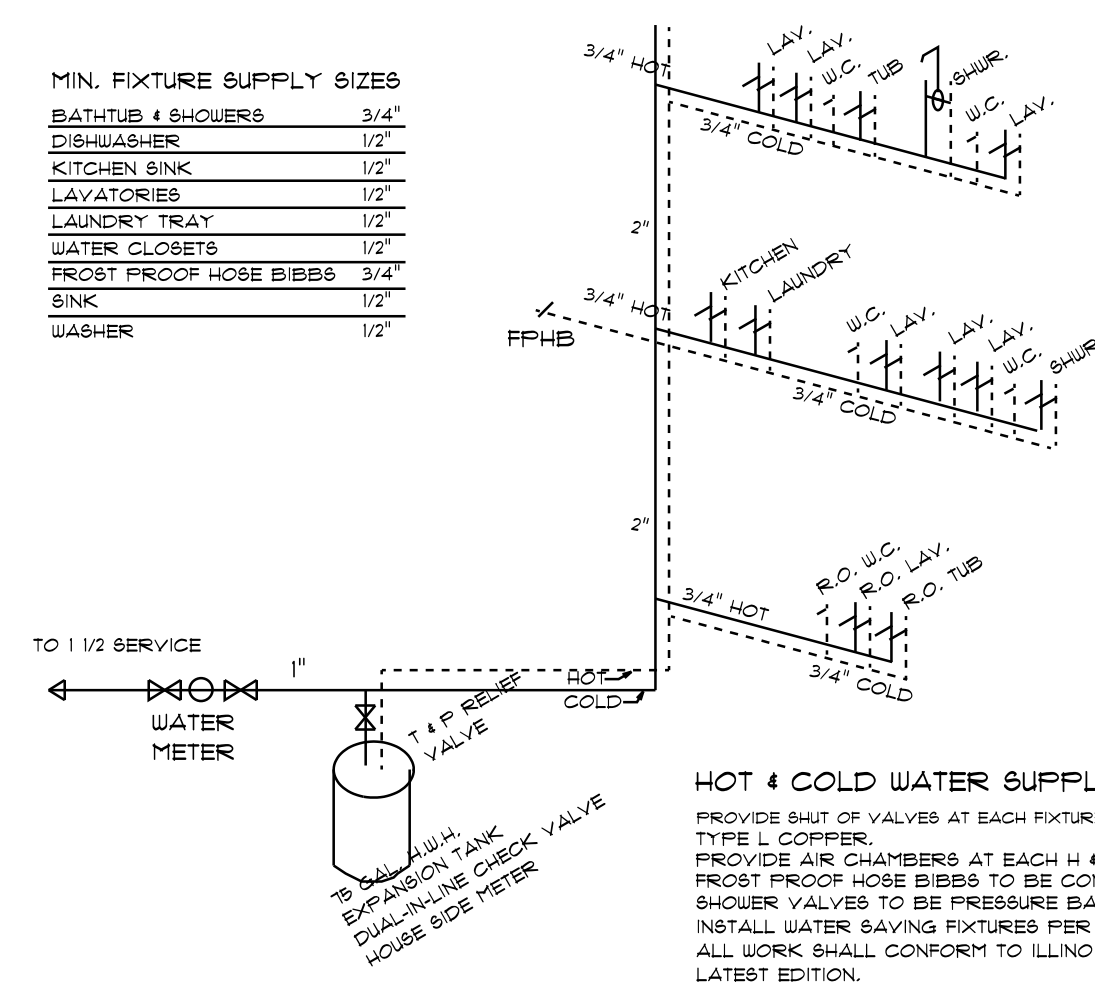
SCALE 1/4" = 1'-0"

- ① DIG DOWN TO CLAY
4" CONCRETE SLAB W/
6" X 6" #10 W.U.M. ON
4" MIN. GRANULAR BASE
FITCH SLAB 2" TOWARDS GARAGE DOOR
PROVIDE CONTROL JOINTS
- ② 4" CONCRETE SLAB W/ FIBERGLASS REINFORCING
ON 6" MIL. POLY. VAP. BAR.
4" MIN. GRANULAR BASE
- ③ 3-1/2" STEEL LALLY COL.
ON 36" X 36" X 14" CONC.
W/ 3#4 REBAR EACH WAY
- ④ METAL WINDOW WELL 9 S.F. MIN.
W/ METAL LADDER & F.D.
- ⑤ BEAM POCKET
- ⑥ DEFRESS FOUNDATION 12"
- ⑦ 8" CONCRETE WING WALLS
W/ 2#4 REBAR DEFRESS 12" TYP.
- ⑧ 4" MIN. GAS
CURB TYP.
- ⑨ BUMP PUMP W/ GFCI SINGLE RECEPTACLE
WITH AUDIBLE ALARM
VERIFY LOCATION W/ BUILDER
- ⑩ OPTIONAL ROUGH IN BATH
W/ SHOWER, TOILET & VANITY
- ⑪ DEFRESS FOUNDATION 14" @
GARAGE DOOR SEE FIRST FLOOR PLAN
- ⑫ 50 GAL. GAS HIGH EFF. W.H.
- ⑬ 100,000 BTU 95% FURNACE
W/ 1/3 BEER 3 TON A/C
- ⑭ EJECTOR PUMP W/ SUMP
PUMP W/ SINGLE RECEPTACLE
VERIFY LOCATION W/ BUILDER
- ⑮ 200 AMP ELECTRICAL SERVICE
AND METER VERIFY LOCATION
- ⑯ 2x6 LOOKOUT WALLS
@ 16" O.C.

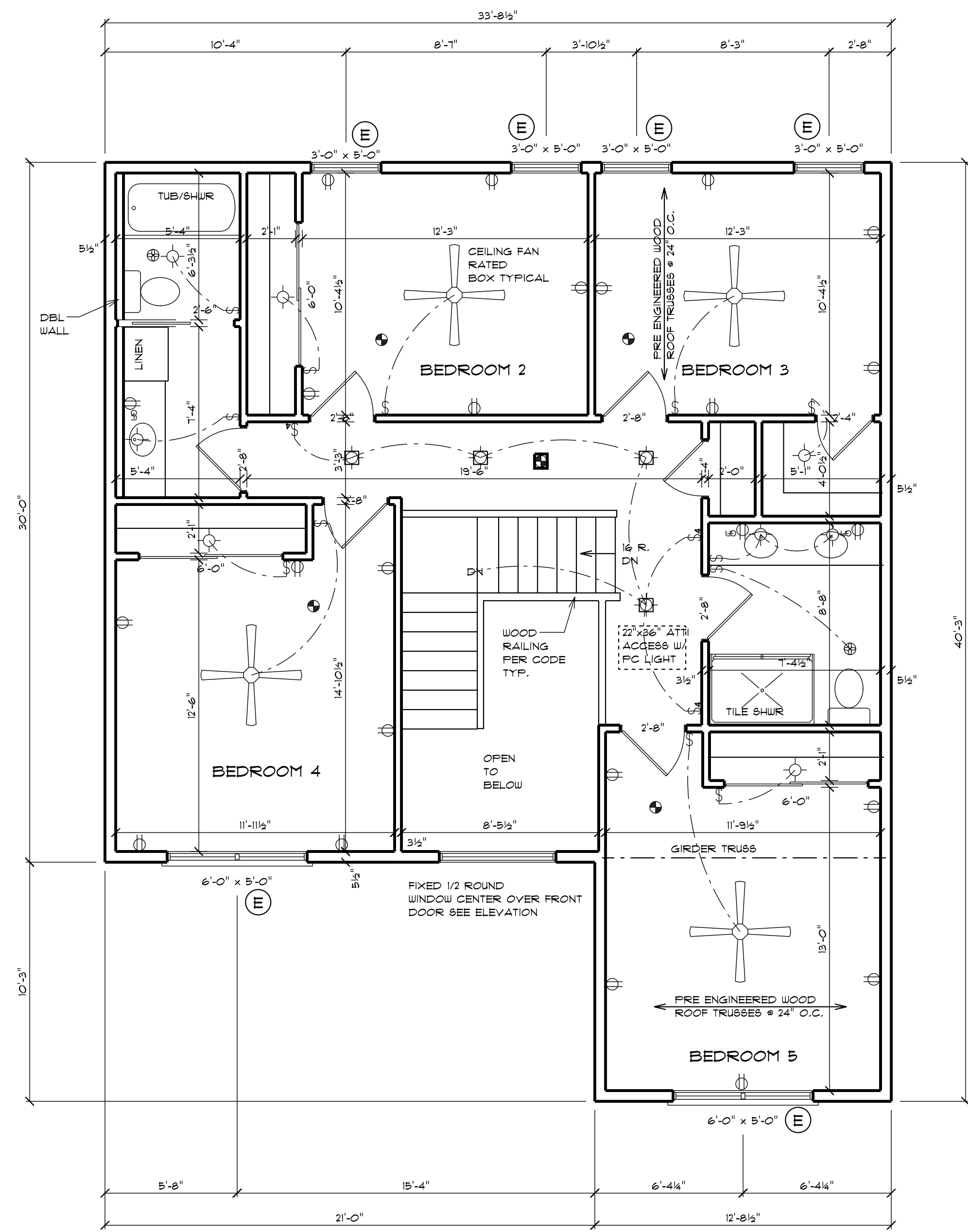
SHAWN PURNELL, ARCHITECT
20 HAWLEY COURT, GRAYSLAKE ILLINOIS 60030
PHONE: 847.999.2712 FAX: 847.710.1611
SHAUN@SHAWNPURNELL.COM

LIGHT & VENT SCHEDULE					
ROOM NAME	(S.F.)	REQUIRED	ACTUAL	REQUIRED	ACTUAL
FAMILY	311	24.80	23.40	12.44	11.70
BRK/KIT	26.0	20.80	23.40	10.40	11.70
DIN	16.0	12.80	23.40	06.40	11.70
MB BATH	74	ARTIFICIAL LIGHTING	100CFM EXH. (ART.)		
BATH 1	40	ARTIFICIAL LIGHTING	75CFM EXH. (ART.)		
BATH 2	40	ARTIFICIAL LIGHTING	75CFM EXH. (ART.)		
OWNER'S SUITE	211	16.88	23.40	08.44	11.70
BEDROOM 2	162	12.36	23.40	06.48	11.70
BEDROOM 3	123	09.84	11.70	04.92	05.85
BEDROOM 4	162	12.36	23.40	06.48	11.70
BEDROOM 5	123	09.84	11.70	04.92	05.85
BSMT.	1100	34.00			

MIN. FIXTURE SUPPLY SIZES	
BATH TUB & SHOWERS	3/4"
DISHWASHER	1/2"
KITCHEN SINK	1/2"
LAVATORIES	1/2"
LAUNDRY TRAY	1/2"
WATER CLOSETS	1/2"
FROST PROOF HOSE BIBBS	3/4"
SINK	1/2"
WASHER	1/2"



1. SPUN AIR CHAMBERS ARE PROHIBITED
2. ONE FIXTURE SUPPLY SHALL BE SUPPLIED ON A 1/2" WATER LINE
3. TYPE L COPPER TO BE USED ABOVE GROUND FOR ALL POTABLE WATER PIPING.
4. SHOWER MIXING VALVES TO BE STAMPED ASSE-1016.
5. PROVIDE SOFT COPPER FIXTURE SUPPLY TUBES. NON-METALLIC SUPPLY RIBBERS TUBES, INCLUDING STAINLESS STEEL BRAIDED TYPE ARE PROHIBITED.
6. CELLULAR/FOAM CORE TYPE PVC IS PROHIBITED.
7. PROVIDE SERVICE WEIGHT CAST IRON PIPE FOR BUILDING DRAIN AND RELATED UNDERGROUND PIPING.
8. PROVIDE SHUT OFF VALVES AT EACH FIXTURE.
9. INSIDE WATER PIPING SHALL BE SIZED ACCORDING TO THE STATE PLUMBING CODE FOR WATER SUPPLY FIXTURE UNITS.
10. SOLDER JOINTS BEFORE WATER METER IS PROHIBITED.
11. EJECTOR FITS TO BE MIN. 30" DEEP
12. ONLY TOILETS ARE ALLOWED TO DISCHARGE INTO A 3" HORIZONTAL WASTE LINE AND A MAXIMUM OF 20 FIXTURE UNITS. A TOILET ON AN EJECTOR PUMP IS CONSIDERED A 3RD TOILET ON SAID WASTE LINE.
13. PROVIDE A 2" WASTE LINE TO THE KITCHEN SINK TO ACCOMMODATE A 2 x 1 1/2 DOUBLE WYE, PROVIDING A CLEANOUT AT THE END OF THE WYE AND SEPARATE P-TRAPS FOR EACH SINK BOWL.



SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"
 950 SF

PLAN LEGEND	
	110 V. SMOKE DETECTOR INTERCONNECTED WITH BATTERY BACKUP
	110 V. SMOKE DETECTOR COMBINATION CARBON MONOXIDE DET. WIRED IN SERIES
	100 / 150 CFM EXH FAN VENT DIRECTLY TO EXTERIOR
	PROVIDE EGRESS WINDOW MEET THE FOLLOWING MINIMUM REQUIREMENTS: 1) Height shall not exceed 44 inches above the floor. 2) Minimum net clear opening shall be 5.7 square feet. 3) Minimum net clear opening height shall be 24 inches. 4) Minimum net clear opening width shall be 20 inches.



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of February 8, 2024

Site Plan Amendment

RECOMMENDATION: Recommended Conditions of Approval are provided in the draft Resolution(s). The Planning Department recommends approval of this site plan amendment, subject to the proposed conditions.

Project name: Croatian Park Pavilion

Property Owner: Federation of Croatian Societies Inc.

Applicant: Federation of Croatian Societies Inc.

Property Address/TKN: 9100-9140 S. 76th Street / 884 9995 000

Aldermanic District: District 1

Zoning District: P-1 Park District & C-1 Conservancy District

Use of Surrounding Properties: Milwaukee County owned land to the north and east, vacant land zoned R-8 to the south and single-family residential to the west

Applicant’s Action Requested: Approval of the proposed Site Plan amendment.

Staff Planner: Marion Ecks, Associate Planner

The Croatian Federation has submitted this Site Plan Amendment application to allow for the development of a new pavilion to replace the existing stage, pavilion and other buildings in the northwest corner of the park. The proposed open-air pavilion design will include a stage, seating area, and a bar. The project will also include an addition to the existing office buildings and a new restroom building with a roof deck. There will also be amenities added including an additional bocce court and a fire pit.

PROJECT ANALYSIS

The property is zoned P-1 Parkland, and is owned by the nonprofit Croatian Federation. The facility is home to a beer garden, bocce and other recreational facilities, parking, and a number of soccer fields. The proposed development area is on the northwest corner of the northern of the two lots that make up the park.

Concept Description

The applicant is proposing an approximately 7,500 square foot covered pavilion and related amenities. The single-story structure will seat just under 300 visitors, and includes a stage facing north north-east, and a bar. A new restroom will be constructed immediately south of the stage, and will include a roof deck. Additions will be made to nearby buildings to expand office space and kitchen areas. The site currently includes roughly 109 parking spaces on gravel.

Natural Resources and prior NRSE

The park includes woodlands and wetland areas. The portion of the site where the new pavilion will be constructed is within a grove of trees; the structure is designed to minimize impacts to trees and does not exceed tree protection standards of Part 4 of the UDO. As part of a prior request for site plan approval for turf soccer fields, the site has previously obtained a Natural Resource Special Exception (NRSE) on (June 15, 2021) for wetland buffer and setback impacts related to installation of a dry detention stormwater basin to accommodate this facility and the new soccer fields. NRSE approvals do not expire.

A conservation easement from that approval must still be approved, which includes mitigation areas for the impacts. The applicant has provided a draft of the easement with the Plan Commission submittal.

Site Plan

The Site Plan application must comply with the dimensional requirements of P-1 zoning. The current Unified Development Ordinance does not have specific architectural standards but instead requires that a development harmonize with the surrounding area. City Development staff has the following comments and concerns about this proposed Site Plan Amendment. Detailed comments to the applicant are provided in the Staff Comments memo attached. It should be noted that the project area is limited to the northwest portion of the park.

Parking

- The applicant is requesting a parking reduction to 68 parking spaces, a 25% decrease from the standard 90. This is permissible under UDO §15-5.0203.B(i); a greater reduction would require additional review and Plan Commission approval.
- Parking facilities must be improved with pavement and stormwater drainage facilities (§15-5.0202.D). The applicant must improve parking related to this project (the northwest corner) to the standards of the UDO to meet requirements for this application.
- There are additional areas of parking on this site that pertain to the different uses and purposes for the park; parking approvals under this site plan *is only for parking related to the pavilion improvements*. Future development will necessitate appropriate review of parking facilities.
- Staff suggest that the Croatian Federation and its partners develop an overall parking plan for the full park, that accounts for the recreational and event uses and other contingencies, to be incorporated into future site developments.

Sound

- The pavilion includes an amplified speaker system for performances. The applicant has provided sound design information as part of this site plan review. The proposed system is capable of exceeding the allowable decibel limit of 55 dBA for Park zoning; the applicant intends to mitigate this at the property line by setting a volume maximum in the equipment.

Future Developments

- The Croatian Soccer Club previously obtained approval for installation of turf soccer fields. The proposal was not completed and the approval for the site plan has lapsed. Staff anticipates that a new design for the soccer facility will be put forward separately in the coming year

The application otherwise complies with the requirements of the UDO for Site Plans and site design.

Recommended Conditions of Approval

Site Plan Amendments require Plan Commission approval. All resolutions are drafted with a standard set of condition relating to development timelines and requirements, approvals from other jurisdictions and departments, etc. Staff recommends the following additional conditions based on review of the application for compliance with the Unified Development Ordinance:

- Technical Corrections
- Recording of the related Conservation Easement
- Pavilion Parking facilities must be improved with pavement and stormwater drainage facilities (§15-5.0202.D).

Exhibits:

- Draft Resolution
- Applicant Exhibits

RESOLUTION NO. 2024-_____

A RESOLUTION AMENDING THE SITE PLAN FOR PROPERTIES
LOCATED AT 9100 SOUTH 76TH STREET TO ALLOW FOR DEVELOPMENT OF A
NEW PAVILION, AND INSTALLATION OF STORMWATER FACILITIES
(TAX KEY NOS. 884-9995-000)
(FEDERATION OF CROATIAN SOCIETIES INC., APPLICANT)

WHEREAS, the Federation of Croatian Societies Inc. having applied for an amendment to the Site Plan for the properties located at 9100 South 76th Street, such Site Plan having been previously approved on June 9, 2005, by Resolution No. 2005-0080 and amended thereafter by Resolution No. 2010-003, on April 8, 2010, 2017-010, on August 3, 2017, and 2021-012, on June 3, 2021; and

WHEREAS, such proposed amendment proposes to replace the existing paviloin an stage with a new pavilion including stage, bar area, fire pit and other amenities, and expand several buildings on the lot, and the Plan Commission having reviewed such proposal and having found same to be in compliance with and in furtherance of those express standards and purposes of a Site Plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan Amendment for Federation of Croatian Societies Inc., dated January 29, 2024, as submitted by Federation of Croatian Societies Inc., as described above, be and the same is hereby approved, subject to the following conditions:

1. Federation of Croatian Societies Inc., successors and assigns and any developer of the Federation of Croatian Societies Inc. pavilion and amenities installation within Croatian Park project 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 Federation of Croatian Societies Inc. artificial turf soccer field installation within Croatian Park project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon the City of Franklin and the

FEDERATION OF CROATIAN SOCIETIES INC. - SITE PLAN AMENDMENT
RESOLUTION NO. 2024-_____

Page 2

Federation of Croatian Societies Inc. artificial turf soccer field installation within Croatian Park project for the properties located at 9100 South 76th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

3. The Federation of Croatian Societies Inc. artificial turf soccer field installation within Croatian Park project shall be developed in substantial compliance with the plans City file-stamped January 29, 2024.
4. DRAFT CONDITIONS The applicant shall provide necessary technical corrections to the site plan (§15-7.0103).
5. The Conservation Easement required as a condition of the June 15, 2021 Standards, Findings and Decision of the Common Council for impacts to Natural Resources on this site must be recorded prior to the issuance of occupancy permits for the Pavilion.
6. Pavilion parking facilities must be improved with pavement and stormwater drainage facilities (§15-5.0202.D).

BE IT FURTHER RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Federation of Croatian Societies Inc. pavilion and amenities installation within Croatian Park as depicted upon the plans City file-stamped January 29, 2024 attached hereto and incorporated herein, shall be developed and constructed within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin; and the Site Plan for the properties located at 9100 South 76th Street, as previously approved, is amended accordingly.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

FEDERATION OF CROATIAN SOCIETIES INC. - SITE PLAN AMENDMENT
RESOLUTION NO. 2024-_____

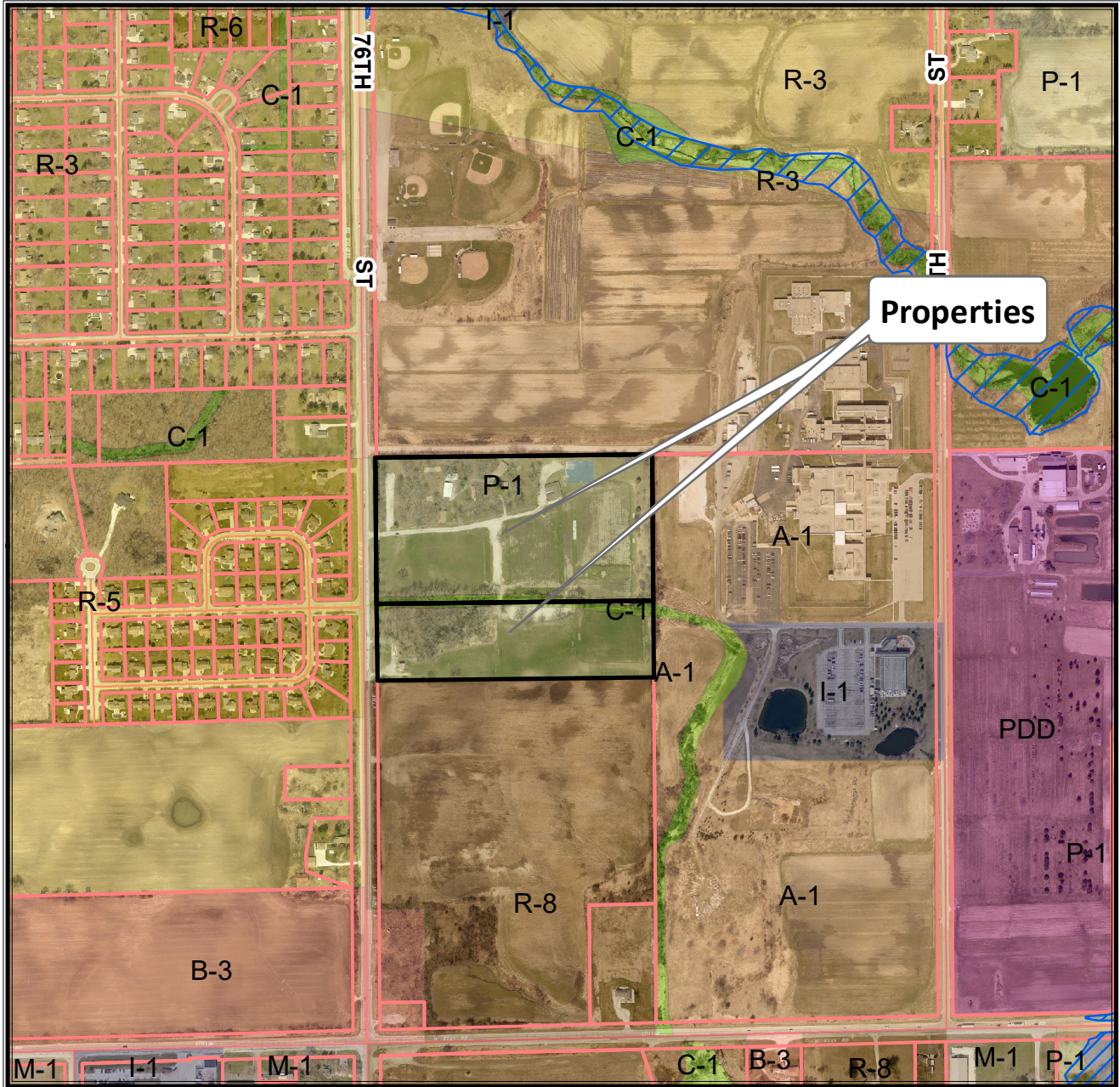
Page 3

ATTEST:

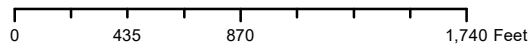
Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

9100 S. 76th Street & 9220 S. 76th Street
TKNs 884 9995 000 & 884 9996 000

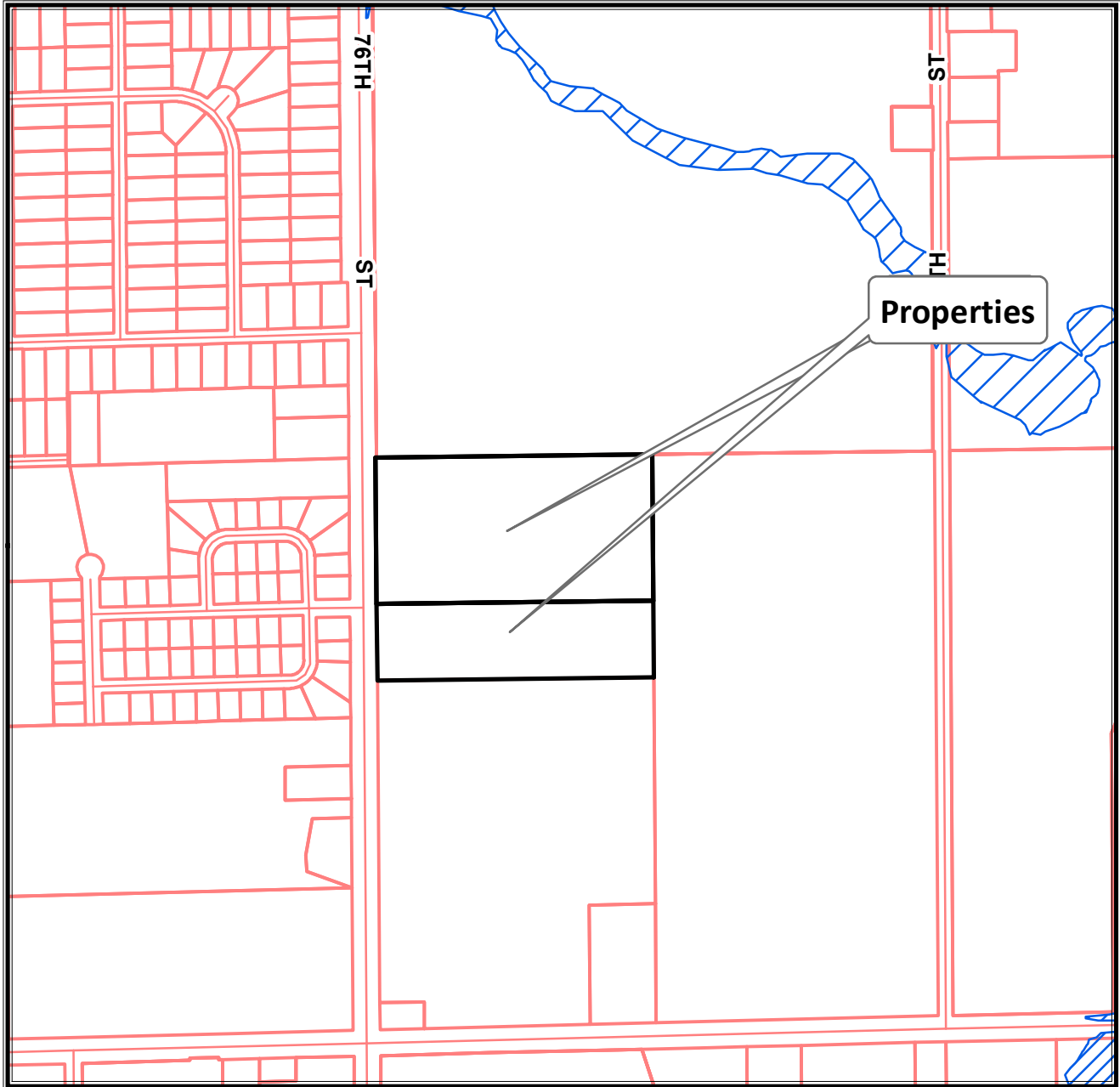


Planning Department
(414) 425-4024



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.

9100 S. 76th Street & 9220 S. 76th Street
TKNs 884 9995 000 & 884 9996 000



Planning Department
(414) 425-4024

0 435 870 1,740 Feet



NORTH
2021 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.

Planning Department 9229 West Loomis Road Franklin, Wisconsin 53132 (414) 425-4024 franklinwi.gov	
APPLICATION DATE: <u>November 2, 2023</u> STAMP DATE: <u>city use only</u>	

PLAN COMMISSION REVIEW APPLICATION

PROJECT INFORMATION [print legibly]

APPLICANT [FULL LEGAL NAMES]	APPLICANT IS REPRESENTED BY [CONTACT PERSON]
NAME: Tomislav Kuzmanovic	NAME: Anthony Zanon
COMPANY: Federation of Croatian Societies Inc	COMPANY: Pinnacle Engineering Group
MAILING ADDRESS: PO Box 341548	MAILING ADDRESS: 20725 Watertown Road, Suite 100
CITY/STATE: West Milwaukee, WI	CITY/STATE: Brookfield, WI
ZIP: 53234-1548	ZIP: 53186
PHONE: 414-530-1133	PHONE: 262-754-0839
EMAIL ADDRESS: tomkuzmanovic@gmail.com	EMAIL ADDRESS: tony.zanon@pinnacle-engr.com

PROJECT PROPERTY INFORMATION

PROPERTY ADDRESS: 9100 S 76th Street	TAX KEY NUMBER: 884-9995-000
PROPERTY OWNER: Federation of Croatian Societies Inc	PHONE: 414-530-1133
MAILING ADDRESS: PO Box 341548	EMAIL ADDRESS: tomkuzmanovic@gmail.com
CITY/STATE: West Milwaukee, WI	DATE OF COMPLETION: office use only
ZIP: 53234-1548	

APPLICATION TYPE

Please check the application type that you are applying for

Building Move
 Sign Review
 Site Plan / Site Plan Amendment
 Temporary Use

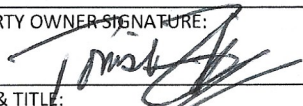
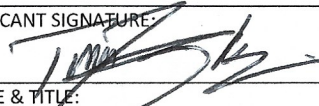
Most requests require Plan Commission review and approval.
 Applicant is responsible for providing Plan Commission resubmittal materials up to 12 copies pending staff request and comments.

SIGNATURES

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

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

I, the applicant, certify that I have read the following page detailing the requirements for plan commission approval and submittals and understand that incomplete applications and submittals cannot be reviewed.

PROPERTY OWNER SIGNATURE: 	APPLICANT SIGNATURE: 
NAME & TITLE: Tomislav Kuzmanovic, President	NAME & TITLE: same as property owner
DATE: Nov. 8, 2023	DATE: Nov. 8, 2023
PROPERTY OWNER SIGNATURE:	APPLICANT REPRESENTATIVE SIGNATURE:
NAME & TITLE:	NAME & TITLE:
DATE:	DATE:

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department.

BUILDING MOVE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$200 Application fee payable to the City of Franklin.
- Word Document legal description of the subject property.
- Three (3) complete collated sets of application materials to include ...
 - Three (3) project narratives.
 - Three (3) folded full size, drawn to scale copies (at least 8 ½" X 11") of the plat of survey, *showing the proposed building placement at the new location, indicate setbacks from property lines and locations of driveways and access points.*
NOTE: Single-Family homes require an attached 2-car garage.
 - Three (3) copies of color photographs of the building's current elevations.
- Other items as may be required for specific applications, per a city planner.
- Email or flash drive with all plans / submittal materials.
 - Applications for a Building Move are governed by the City of Franklin Municipal Code Chapter 92-2 (A.) and the Wisconsin Uniform Building Code.

SIGN REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$40 Application fee payable to the City of Franklin.
- Word Document legal description of the subject property.
- Three (3) complete collated sets of application materials to include ...
 - Three (3) colored copies of the sign elevations, drawn to scale not less than ½" = 1'. *Plans shall be folded to a maximum size of 9" X 12". The elevations should denote the sign dimension and area. Identify the colors, materials, finishes and lighting method (if applicable).*
 - Three (3) scaled copies of the Site Plan, *showing the location of the proposed signage relative to (1) any existing or proposed structures; (2) parking stalls and/or driveways; (3) proposed landscaping and outdoor lighting; (4) the setback distance from the street right-of-way at the proposed location; (5) height of sign above the finished grade; and (6) the vision triangle distances described in Section 15-5.0201 of the Unified Development Ordinance.*
- Email or flash drive with all plans / submittal materials.
 - Required for signage in Planned Development Districts (PDD) No. 7 and 18. Additional materials / copies may be required for board/commission meetings.
 - Permits for construction are REQUIRED after approval. Contact Inspection Services (414-425-0084) for permit processes.

SITE PLAN / SITE PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- Application fee payable to the City of Franklin... [select one of the following]
 - Tier 1: \$2000
 - Tier 2: \$1000 (*lot size ≤ 1 acre*)
 - Tier 3: \$500 (*≤ 10% increase or decrease in total floor area of all structures with no change to parking: or change to parking only*).
- Word Document legal description of the subject property.
- Three (3) complete collated sets of application materials to include ...
 - Three (3) project narratives.
 - Three (3) folded full size, drawn to scale copies (at least 24" X 36") of the Site Plan / Site Plan Amendment package. *The submittal should include only those plans/items as set forth in Section 15-7.0103, 15-7.0301, and 15-0402 of the Unified Development Ordinance that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc.)*
- One (1) colored copy of the building elevations on 11" X 17" paper, *if applicable.*
- One (1) copy of the Site Intensity and Capacity Calculations, *if applicable (see division 15-3.0500 of the UDO)*
- Email or flash drive with all plans / submittal materials.
 - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required.

TEMPORARY USE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$50 Application fee payable to the City of Franklin.
- Three (3) complete collated sets of application materials to include ...
 - Three (3) project narrative
 - Three (3) folded, scaled copies, of the Site Plan, *see section 15-3.0804 of the UDO for information that must be denoted on each respective plan.*
- Email or flash drive with all plans / submittal materials.
 - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required.
 - Submittal of Application for review is not a guarantee of approval. Approval of Temporary Use does not exclude potential requirement for additional licenses or permits. For information on other licenses or permits that may be required, contact the City Clerk's office at (414) 425-7500, the Health Department at (414) 425-9101, and Inspection Services at (414) 425-0084.

Croatian Park Pavilion
Project Narrative
January 23, 2024

The Croatian Park of Franklin Wisconsin has built a rich history of entertaining pastimes and social gathering for over 65 years. As an active cultural hub in a growing community, it has outgrown its original shelter. The Croatian Federation is now making a commitment to the next era of the park with a new pavilion designed to celebrate its heritage and suit its many community events.

The new pavilion is an open-air shelter designed to have a capacity of 299 people, featuring light timber trusses and a scalloped metal roof that house a stage, seating area, and a large bar. The shelter is fit amongst the park's mature oak-tree grove giving the sense of it being a continuation of the park's canopy. The design takes the shape of a shield that widens in the center and narrows towards the stage directing the audience into the performance. To each side are secondary canopies that extend to the other buildings in the park resembling a village arrangement.

The Croatian Federation leadership worked hand in hand with the local architect to develop the design toward their liking and make it a part of the park's storied history.

The pavilion project is being submitted to the City of Franklin for site plan approval. Building elevations, site plan, lighting plan, Natural Resource Protection Plan, grading and erosion control plan, and a storm water management plan have been submitted for review and approval. The pavilion will be located north of the driveway from South 76th Street, replacing the existing pavilion. There is no plan to change any of the gravel parking areas on the north property. Some of the existing gravel areas on the south property will be removed so the south property is compliant with current storm water regulations. There will be a dry storm water management pond located south of the driveway, in the southwest corner of the property. The storm water pond will discharge to the existing wetland along the south property line. In 2021, a Natural Resource Special Exception (NRSE) was obtained from the City of Franklin for impact to the wetland setback and wetland buffer at the south property line to allow the storm water pond to discharge at the lowest elevation possible. The NRSE was part a submittal that the Croatian Eagles Soccer Club had for a proposed turf field on the western half of the subject property. The turf field project did not move forward at that time but currently there are plans being prepared by the Soccer Club for a field on the east side of the subject property. For this submittal of the pavilion project, storm water management has been addressed for the pavilion as a standalone project. When the turf field project moves forward, the Federation and Soccer Club will coordinate to have an overall storm water management plan for the subject property.

The schedule for the pavilion project is to perform demolition of the existing pavilion during November and December 2023 and begin construction of the pavilion when weather allows in spring 2024 (March). It is anticipated construction will be complete at end of July, beginning of August 2024.

Pavilion Project

Property Legal Description:

The north 662.25 feet of the West 1/2 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin

Address: 9100 South 76th Street, Franklin, WI

TKN: 8849995000

PAVILION PROJECT
 ADDRESS: 9100 S 76TH STREET
 PARCEL NO: 884-9995-000
 11/2/2023

Table 15-3.0505

WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND CAPACITY FOR NONRESIDENTIAL DEVELOPMENT
 PARCEL 1

STEP 1:	CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE	
	TAKE <i>BASE SITE AREA</i> :	19.03 ACRES
	MULTIPLY BY MINIMUM <i>LANDSCAPE SURFACE RATIO (LSR)</i> :	0.5 (P-1 district)
	EQUALS MINIMUM REQUIRED ON-SITE LANDSPACE SURFACE:	9.52 ACRES
STEP 2:	CALCULATE NET BUILDABLE SITE AREA	
	TAKE <i>BASE SITE AREA</i> :	19.03 ACRES
	SUBTRACT <i>TOTAL RESOURCE PROTECTION LAND</i> OR <i>MINIMUM REQUIRED LANDSCAPE SURFACE</i> FROM STEP 1, WHICHEVER IS GREATER (9.52 ac > 6.43 ac):	9.52 ACRES
	EQUALS NET BUILDABLE SITE AREA:	9.51 ACRES
STEP 3:	CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE	
	TAKE <i>NET BUILDABLE SITE AREA</i> FROM STEP 2:	9.51 ACRES
	MULTIPLY BY MAXIMUM <i>NET FLOOR AREA RATIO (NFAR)</i> :	0.57 (P-1 district)
	EQUALS MAXIMUM NET FLOOR AREA YIELD OF SITE:	5.42 ACRES
STEP 4:	CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE	
	TAKE <i>BASE SITE AREA</i> :	19.03 ACRES
	MULTIPLY BY MAXIMUM <i>GROSS FLOOR AREA RATIO (GFAR)</i> :	0.31 (P-1 district)
	EQUALS MAXIMUM GROSS FLOOR AREA YIELD OF SITE:	5.90 ACRES
STEP 5:	DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE	
	TAKE THE <i>LOWEST</i> OF MAXIMUM NET FLOOR AREA YIELD OF SITE FROM STEP 3 OR MAXIMUM GROSS FLOOR AREA YIELD OF SITE FROM STEP 4:	5.42 ACRES
	(MULTIPLY RESULTS BY 43,560 FOR MAXIMUM FLOOR AREA IN SQUARE FEET):	236,095 SQUARE FEET
Total square footage of all existing and proposed buildings		12,166 SQUARE FEET

Date: January 10, 2024
To: Tony Zanon, Pinnacle Engineering
From: Department of City Development. Marion Ecks, AICP, Associate Planner.
RE: Staff Comments, 9100-9140 S. 76th Street / 884 9995 000

Please be advised that city staff has reviewed the above application received on November 9, 2023, for a proposed development on lots located at 9100-9140 S. 76th Street / 884 9995 000. The following comments are for your review and consideration.

Site Plan FEDERATION & PEG RESPONSES 1/23/2024

The current zoning of the site is P-1 Park District & C-1 Conservancy District.

1. The application includes a "future bocce court." Are you requesting that it be included in the current approval? **Yes. It is an expansion of the existing bocce court.**
2. Please provide an updated site plan that includes information about parking for the pavilion, to confirm that adequate parking is provided. The ratio is based on occupancy of the building: 0.3 parking spaces are required per seat (Table 15-5.0203). **In the attached civil plans, see the proposed site plan sheet C-300. There are 109 spaces available on the gravel parking areas on the north property. The new Pavilion has capacity of 299. For "seated public assembly" the required parking is $299 \times 0.30/\text{person} = 90$ spaces.**
 1. You can request up to a 25% reduction of parking standards without special approval. If greater than 25%, you must provide evidence that standard amount of parking is not required and that parking demand will be met. See §15-5.0203B for details. **With the submittal to Plan Commission, the owner is requesting a 25% reduction to the parking standards which would lower the required parking stalls from 90 to 68.**
 2. Off-Street Parking Area Surfacing. All open, off-street loading and parking spaces shall be improved with pavement of either asphalt or concrete and stormwater drainage facilities as approved by the City Engineer. **The Federation does not want to pave any of the gravel areas. The reason for this is that the park has historically had gravel parking areas which adds to the rural feel of the park. There is a cost impact to paving these areas that was not part of the Pavilion budget. When the soccer field was approved in the west location in 2021, there was no requirement to pave any gravel areas on site so this has not been an item that was expected. The new Pavilion is replacing the old pavilion with no additional parking being proposed. In a scenario where new parking is being proposed it is understandable that paving is required**

but that is not the plan for this project. An example of another park type facility with gravel parking would be further north on 76th St at 8885 S 68th St where the parking around the baseball fields is gravel. At this point, the Federation is requesting approval from Plan Commission to have the gravel lots remain as gravel.

3. Sound information

1. The calculation doesn't specify the weighting scale, it should be the A-weighting scale per UDO. **See Croatian Park Pavilion document from Professional Audio Designs.**
2. Assuming the calculations are in the A-weighting scale, the sound levels are too high at property lines. Per UDO Table 15-3.1107(C), it should be 55 dBA in the P-1 district. Is the applicant proposing sound mitigation measures? **The calculations were not in the A-weighting scale (human auditory), but rather the dB (actual). However, the sound system will conform to the 55dBA at the property lines. We are proposing sound mitigation measures via limits set within the equipment. Commissioning of the system will prove the actual 55dBA requirement is met.**

Natural Resource Features. This development site contains a wetland complex as well as woodlands.

4. Wetland impacts related to the proposed stormwater pond obtained approval of a Natural Resource Special Exception (NRSE) on June 15, 2021. The Natural Resource Protection Plan for this development does not indicate any additional impacts to natural resources that require further review. New impacts to wetlands and other natural resources beyond the standards of UDO Part 4 will require a Natural Resource Special Exception (NRSE). **There are no additional impacts proposed. Comment only. No change.**
5. The Draft Conservation Easement will be sent forward to Common Council for acceptance. Please provide updated boundary for the easement with information about the revised mitigation area. Review comments for the easement will be provided separately. **The mitigation area has been revised to ensure that it is out of any playing area. See the attached updated conservation easement. The updated mitigation area is also shown on the civil plans.**
6. Please provide a copy of the WI DNR Artificial Wetland Determination (EXE-SE-2022-41-00932) indicated on the Site Plan. **See attached.**

Engineering Department Comments:

- Separate engineering and stormwater review submittal is currently under review, review

comments will be provided to the applicant **Comment only. Will work with staff for final staff approval.**

- Coordination with Milwaukee County DOT may be required for access to S. 76th Street and/or any work in S. 76th Street ROW **There is no change to the access to 76th Street and there is no proposed work in the right-of-way of 76th Street so no County Highway permit is needed.**
- As has been discussed previously with the City, Pinnacle, Lynch, Federation, and Soccer Club - coordination with Soccer Club's future proposed project on the site, as well remediation of the existing unpermitted impervious surfaces that have been added over the years will be expected as the projects continue to move forward **This is addressed on the attached civil plans and SWMP. The SWMP addresses the north property. There is gravel and pavement removal proposed on the south property and that is shown on sheet C-200. The summary of the removal is also shown on C-200. The proposed work will bring both the north and south properties into compliance.**

Health Department Comments:

FHD will need more information regarding use of each space in regard to food and drink preparation to determine what if any plan review/approval may be needed. No food preparation will be allowed in open air areas, including blending of drinks. **There is no food preparation in the open-air areas. Food preparation is in the licensed kitchen.**

Recommended Conditions of Approval

All resolutions are drafted with a standard set of condition relating to development timelines and requirements, approvals from other jurisdictions and departments, etc. Staff recommends the following additional conditions based on review of these applications for compliance with the Unified Development Ordinance:

Site Plan:

- Technical corrections. **Understood, comment only.**
- Recording of conservation easements. **Will record upon the easement being approved.**
- If necessary, approval of parking reduction. **See Site Plan 2 above, a parking lot reduction is requested for approval.**
- If necessary, sound mitigation features. **See Site Plan 3 above, sound mitigation measures will be via limits set within the equipment.**

Prepared for:

Project
Croatian Park Pavilion

Owner
Ring & DuChateau

Date
1/19/2024

Weather
32° / Sunny

From
Ryan Rettig, Professional Audio Designs | TALASKE
Rrettig@proaudiodesigns.com

Revision Record

Rev No	Date	Revision Comments
1	01-05-2024	SPL Calculations for Property line
2	01-19-2024	SPL Calculations for Property line with additional limiter to meet city requirements.

Property Line SPL Calculations Findings

Items noted in this report for reference actual readings may vary pending on installed placements.

Executive Summary:

This study is using actual property lines, all distances are actual based on current speaker placement not estimated.

Pavilion:

- A-1.1. All calculations for this area were done using the JBL Control 67P/T.
- A-1.2. The findings from the calculations show that at the approximated property line this system would be at an average of 59.5dB SPL.
- A-1.3. The west side of the pavilion at the assumed property line will be at an approximate 65dB SPL.
- A-1.4. The south side of the pavilion at the assumed property line will be at an approximate 57dB SPL.
- A-1.5. The north side of the pavilion at the assumed property line will be at an approximate 60dB SPL.
- A-1.6. The east side of the pavilion at the assumed property line will be at an approximate 56dB SPL.
- A-1.7. These property line estimates can be brought down to the city requirement of 55dBA SPL by placing a limiter in the audio system. Doing this will allow the system to be set not to exceed this level after being properly setup and tuned.
- A-1.8. The approximate dB level from a seated position is 99dB SPL inside the pavilion.

CONSERVATION EASEMENT

CROATIAN PARK

This Conservation Easement is made by and between the City of Franklin, a municipal corporation of the State of Wisconsin, hereinafter referred to as “Grantee,” and FEDERATION OF CROATIAN SOCIETIES INC., a Wisconsin non-stock corporation, hereinafter referred to as “Grantor,” and shall become effective upon the recording of this Grant of Conservation 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, described in Exhibit A attached hereto and hereby made a part hereof;

WHEREAS, Grantor desires and intends to protect a portion of its property as set forth herein, and more particularly described and depicted on Exhibit B attached hereto and hereby made a part hereof (the “protected property”); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the protected property including, without limitation, mature woodlands, wetlands, wetland buffers and wetland setbacks mitigation areas as per the Natural Resource Protection Plan prepared by Helianthus LLC, last revised June 8, 2021, which Plan is on file in the office of the City of Franklin Department of City Development, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; 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 conservation easement on, over and across the protected property, desire to conserve the natural values thereof and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this conservation easement; and

WHEREAS, the Grantee is willing to accept this conservation easement subject to the reservations and to the covenants, terms, conditions and restrictions set out herein and imposed hereby.

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 conservation easement in perpetuity on, over and across the protected property.

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

1. To view the protected property in its natural, scenic, and open condition;
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;

Exhibit A

Legal Description of Grantor's Property

The North 662.25 feet of the West 1/2 of the Southwest Quarter (SW 1/4) of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Address: 9100 South 76th Street
Parcel Number: 884-9995-000

Exhibit B

Legal Description and Depiction of the Protected Property

Legal Description of Conservation Easement Area #1:

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Southwest 1/4; thence South 00°26'01" East along the west line of said Southwest 1/4, 662.25 feet; thence North 89°17'59" East 60.00 feet to the east right-of-way line of South 76th Street and the place of beginning of the land hereinafter to be described (POB #1); thence continuing North 89°17'59" East 539.01 feet; thence North 00°36'47" West 35.50 feet; thence South 89°55'05" West 329.56 feet; thence South 76°51'14" West 52.11 feet; thence North 73°50'10" West 32.52 feet; thence South 88°10'03" West 127.39 feet to the east right-of-way line of South 76th Street; thence South 00°26'01" East 34.75 feet to the place of beginning. Containing 19,588 square feet (0.4497 acres) of land.

Legal Description of Conservation Easement Area #2:

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Southwest 1/4; thence South 00°26'01" East along the west line of said Southwest 1/4, 662.25 feet; thence North 89°17'59" East 635.38 feet to the place of beginning of the land hereinafter to be described (POB #2); thence continuing North 89°17'59" East 257.00 feet; thence North 24°50'07" East 32.04 feet; thence South 89°09'03" West 270.53 feet; thence South 35°14'07" West 9.20 feet; thence South 14°33'33" East 21.38 feet to the place of beginning. Containing 7,606 square feet (0.1746 acres) of land.

Legal Description of Conservation Easement Area #3:

All that part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Southwest 1/4; thence South 00°26'01" East along the west line of said Southwest 1/4, 662.25 feet; thence North 89°17'59" East 927.01 feet to the place of beginning of the land hereinafter to be described (POB #3); thence continuing North 89°17'59" East 91.78 feet; thence North 54°42'23" West 51.71 feet; thence North 86°07'36" West 44.54 feet; thence South 40°09'52" West 16.96 feet; thence South 09°11'37" West 11.99 feet; thence South 39°59'53" East 12.02 feet to the place of beginning. Containing 2,365 square feet (0.0543 acres) of land.

Legal Description of Conservation Easement Area #4:

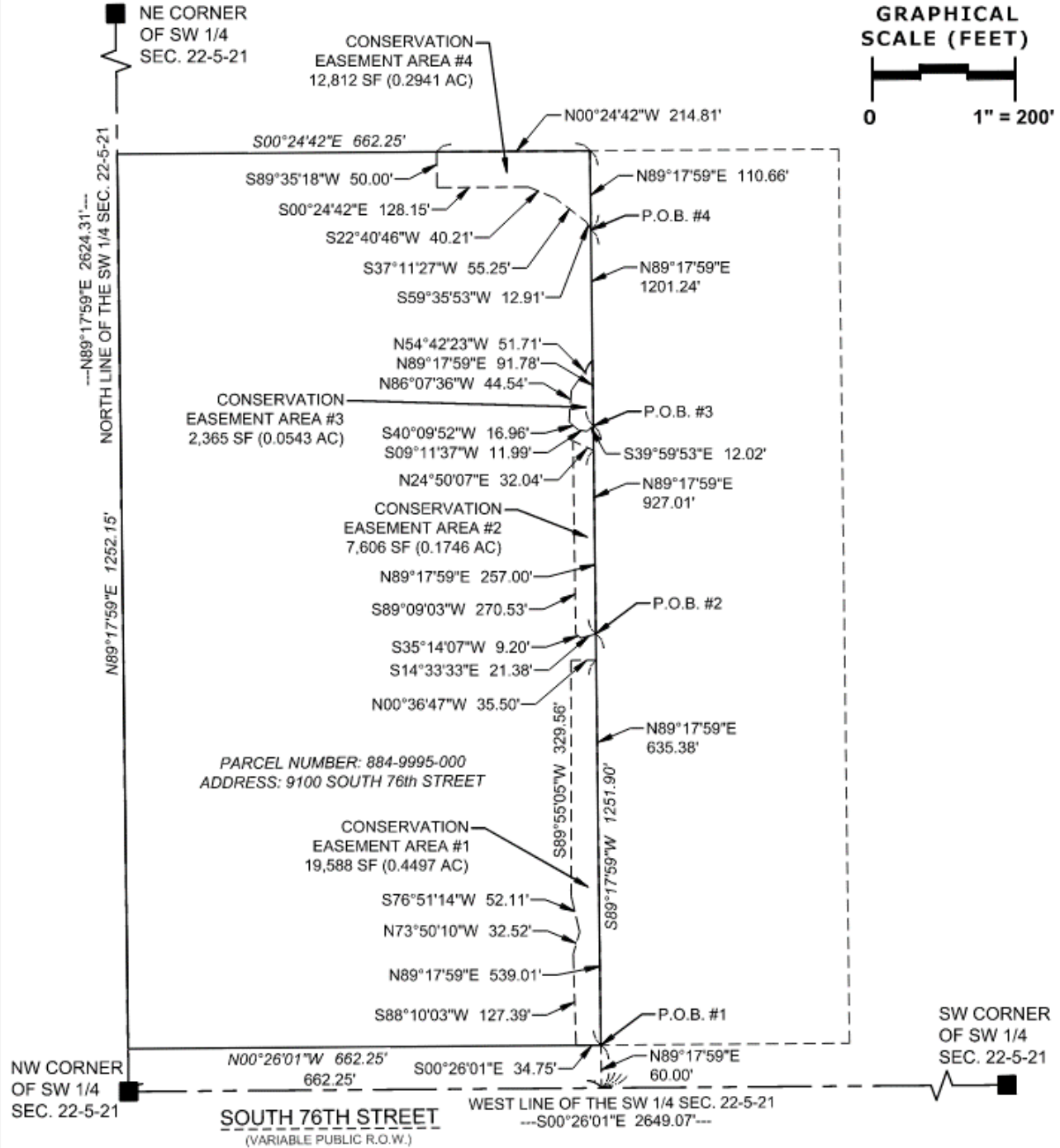
All that part of the Northwest 1/4 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Southwest 1/4; thence South 00°26'01" East along the west line of said Southwest 1/4, 662.25 feet; thence North 89°17'59" East 1201.24 feet to the place of beginning of the land hereinafter to be described (POB #4); thence continuing North 89°17'59" East 110.66 feet; thence North 00°24'42" West 214.81 feet; thence South 89°35'18" West 50.00 feet; thence South 00°24'42" East 128.15 feet; thence South 22°40'46" West 40.21 feet; thence South 37°11'27" West 55.25 feet; thence South 59°35'53" West 12.91 feet to the place of beginning. Containing 12,812 square feet (0.2941 acres) of land.

(CONSERVATION EASEMENT AREAS)

HLR/ON

GRAPHICAL
SCALE (FEET)



Prepared By:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53186
 OFFICE: (262) 754-8888

DATE: 01/23/2024
 PEG JOB# 2063.00

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1155 Pilgrim Rd.
Plymouth, WI, 53073

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



March 24th, 2022

EXE-SE-2022-41-00932

Federation of Croatian Societies, Inc.
Tomislav Kuzmanovic
P.O. Box 1548
West Milwaukee, WI 53234-1548

RE: Artificial Wetland Exemption Determination for an area described as Wetland B and F, located in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 05 North, Range 21 East, City of Franklin, Milwaukee County

Dear Mr. Kuzmanovic:

This letter is in response to your request for an artificial wetland exemption determination for the above-mentioned wetlands.

According to 281.36 (4n), State Statutes, a landscape feature where hydrophytic vegetation may be present as a result of human modification to the landscape or hydrology and for which no definitive evidence exists showing a prior wetland or stream history before August 1, 1991, may be exempt from state wetland regulations. The following types of artificial wetlands cannot be exempted from state wetland regulation:

- 1) a wetland that serves as a fish spawning area or that is passage to a fish spawning area
- 2) a wetland created as a result of a wetland mitigation requirement.

In addition, DNR must also consider whether the artificial wetland is providing significant flood protection to adjacent or downstream properties and infrastructure, and/or significant water quality functions to adjacent or downstream water bodies.

The Department reviewed the following materials to aid in our exemption determination:

- The request narrative
- Historic Maps, including the Original Land Survey Plat, Bordner Survey, USGS topographic Quad maps, and soil mapping.
- Aerial photographs, including the 1937/8 era photograph, a pre-construction photograph, and a post-construction photograph.
- Site photographs that show different angles and views of the wetland
- Wetland Delineation report

Below is a summary of our findings:

Request Narrative

According to the request narrative, Wetland B (0.01 acres), and Wetland F (0.01 acres) are the focus of this artificial wetland exemption request. Wetland B is a small emergent marsh wetland with spikerush, and tall fescue within a ditch/swale at the edge of a soccer field. Wetland F is a emergent marsh wetland strip with creeping bentgrass, and tall fescue along the border of a soccer field. Wetland areas are said to form as a result of poor drainage related to the development of soccer fields at the park. A larger natural wetland exists on the site, but these two wetlands are isolated, don't exhibit persistent surface waters, and are not anticipated to provide fish spawning habitat. The areas would be developed for a new residential development to be constructed on the site. The future development will need to meet other state/local stormwater requirements. The applicant demonstrated knowledge of these other stormwater management requirements.

Historic Map Review

- Original Land Survey Plat. The original land survey indicates there is a wetland on the site, which would be closer to wetland C, which was not requested.
- Bordner Survey. The Bordner survey is not applicable to Milwaukee County.
- USGS Topographic Quad map: The 1892-1950 USGS Topo maps show wetlands are present on the parcel. The 1960-2013 USGS Topo maps show the area is a park, there are no wetlands on the parcel, but there is a depression that heads to the east.
- Soil Maps: The 1919 soil map indicates the soils on site are upland soils and are some wetlands on the parcel. The modern NRCS soil maps indicate the area is mapped with Ozaukee Silt Loam, 2-6 slopes, which is a moderately well drained soil that is predominantly non-hydric.

Aerial Photograph Review

- 1937/38 era aerial photograph. the review area is a crop field or pasture. There are no wetland signatures near wetlands B or F. A larger wetland does exist on the site in a different location.
- 1951-1956 era aerial photographs: The aerial photos in this timeframe are similar to the 1937 aerial. The area appears to be cropped at this timeframe, and there appears to be extensive tiling/ditching in the area. There are no wetland signatures near wetlands B or F. A larger wetland exists on the site in a different location.
- 1963-2000 aerial photos show that there is some development occurring on the site, the area is cleared of vegetation and developed into soccer fields. This soccer field development expands over the course of many years. It appears some buildings, roads, and parking areas are developed on the parcel around this time, and there appears to have been a ditch/swale created near wetland B.
- 2000-present day era aerial photos: These aerial photos show the park in its current form. Wetlands B and F are small isolated features at the edges of soccer fields. It appears that stormwater from the park is directed into these areas.

Site Photographs and LIDAR

The site photographs show the wetland B and F are depressions with emergent vegetation near the edges of soccer fields. The LIDAR maps show that these areas are depressions which appear to be within/near man-made features in the surrounding landscape areas.

Conclusion:

- Based upon the information provided above, the wetlands identified as wetland B and F lacked a wetland history prior to August 1, 1991 and fulfills all artificial wetland exemption standards. **Therefore, Wetlands B and F are exempt from state wetland regulations.** Please see the attached figures for reference.

This letter describes DNR's decision regarding the jurisdictional status of Wetlands B and F and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of Wetlands B and F, you will need to contact the U.S. Army Corps of Engineers.

If you have any questions about this determination, please contact me at (715) 492-0200 or email Ryan.Pappas@wisconsin.gov.

Sincerely,

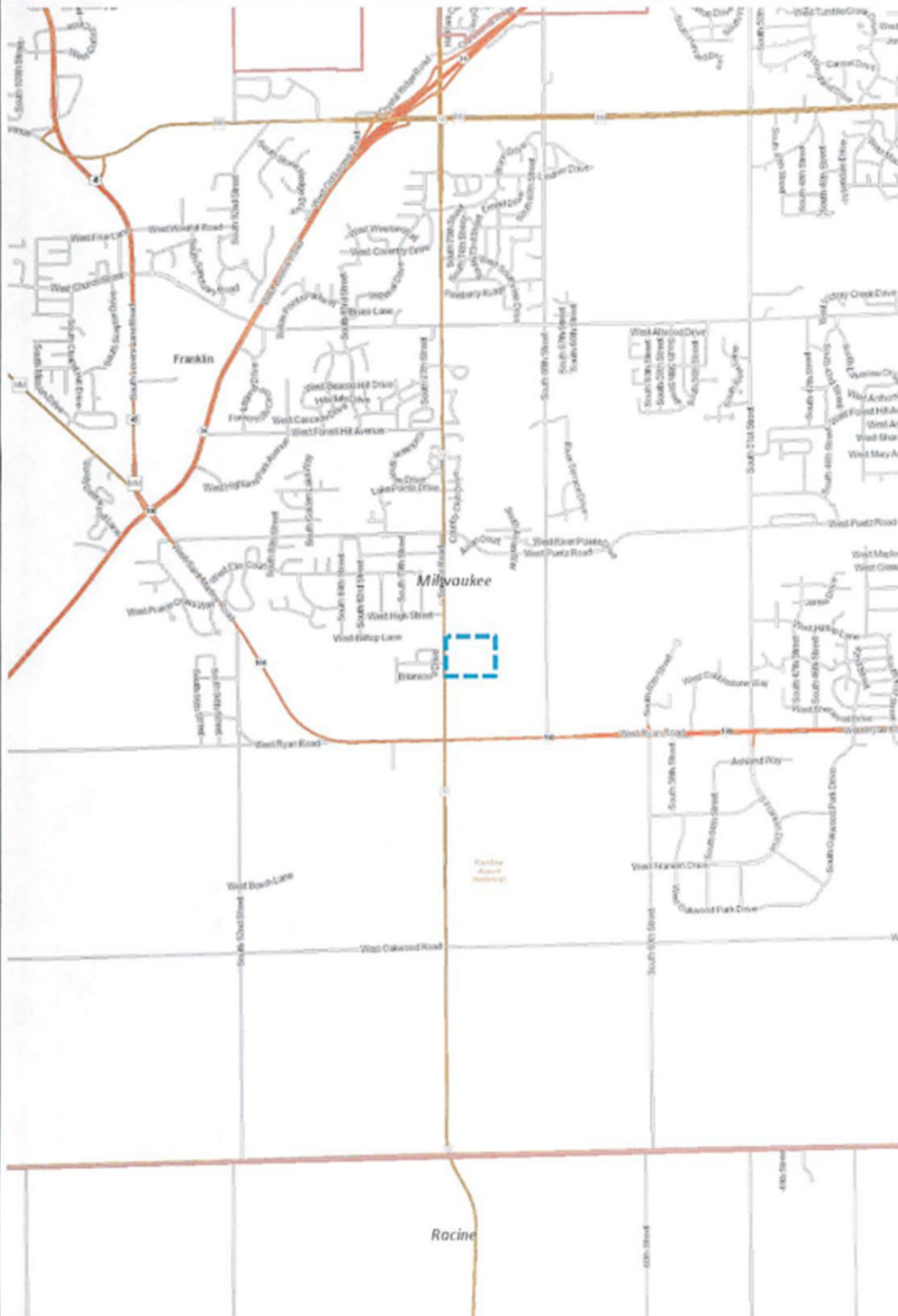
A handwritten signature in black ink, appearing to read 'R. Pappas', written in a cursive style.

Ryan Pappas
Wetland Exemption Specialist

cc: U.S. Army Corps of Engineers
Consultant



Surface Water Data Viewer Map



Legend

- County Boundary
- Cities, Towns & Villages**
 - City
 - Village
 - Civil Town
- Municipality
- State Boundaries
- County Boundaries
- Major Roads**
 - Interstate Highway
 - State Highway
 - US Highway
- County and Local Roads**
 - County HWY
 - Local Road
- Railroads
- Tribal Lands

1.5 0 0.75 1.5 Miles

1:47,520

NAD_1983_HARN_Wisconsin_TM

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/legal/>

Notes

LEGAL DESCRIPTION:

The North 662.25 feet of the West 1/2 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Address: 9100 South 76th Street, Franklin, Wisconsin

AND

The South 348.10 feet of the North 1010.35 feet of the West 1/2 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Address: 9220 South 76th Street, Franklin, Wisconsin



LEGEND

① = DATA POINT

NOTE:

- Wetlands delineated by K. Sierafinski on June 10, 2020.



WETLAND EXHIBIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53005 | WWW.PINNACLE-ENG.COM

PLAN | DESIGN | DELIVER

PCG10B#2063.00

06/29/2020

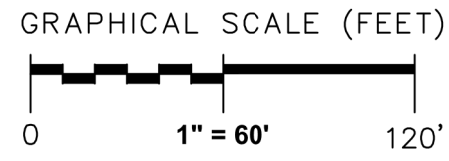
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PROPERTY OWNER/APPLICANT:
 Federation of Croatian Societies, Inc.
 Attn: Tomislav Z. Kuzmanovic, President
 P.O. Box 1548
 West Milwaukee, WI 53234-1548
 ph: 414-225-4816

CIVIL ENGINEER:
 Anthony Zanon, PE
 Pinnacle Engineering Group
 20725 Watertown Road, Ste. 100
 Brookfield, WI 53186
 ph: 262-754-8888

NRPP PREPARER:
 Helianthus LLC
 Attn: Kristi Sherfinski
 1535 W. Fond Du Lac Ave., Ste. 100
 Milwaukee, WI 53205
 ph: 414-588-7339



LEGAL DESCRIPTION:

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LEGEND:

- MATURE WOODLAND
- WETLAND BUFFER
- WETLAND SETBACK
- WETLAND

LEGEND OF SYMBOLS & ABBREVIATIONS

- | | | | | | |
|--|------------------|--|---------------------------|---------|------------------------|
| | SANITARY MANHOLE | | FIBER OPTIC MARKER | | SIGN |
| | STORM MANHOLE | | FIBER OPTIC MANHOLE/VAULT | | MAIL BOX |
| | STORM INLET | | TELEPHONE PEDESTAL | | FLAG POLE |
| | CLEANOUT | | TELEPHONE MANHOLE/VAULT | | BASKETBALL HOOP |
| | CATCH BASIN | | TELEPHONE MARKER | | ROLLARD |
| | UNKNOWN PEDESTAL | | TRANSFORMER | | CROSS CUT |
| | UNKNOWN MANHOLE | | ELECTRIC METER/PEDESTAL | | IRON REBAR/ROD |
| | WELL | | ELECTRIC MANHOLE/VAULT | | MAG NAIL |
| | HYDRANT | | CABLE TV RISER/BOX | | SECTION MONUMENT |
| | WATER VALVE | | CABLE TV MANHOLE/VAULT | | BENCH MARK |
| | DOWN SPOUT | | GAS VALVE | | CONIFER TREE |
| | SPRINKLER VALVE | | GAS METER | | DECIDUOUS TREE |
| | WATER SHUT OFF | | GAS MARKER | | BUSH |
| | STANDPIPE | | AIR CONDITIONING UNIT | | WETLAND SYMBOL |
| | WATER MANHOLE | | VENT | | |
| | FLOOD LIGHT | | DIRECTIONAL ARROW | CL | =CENTERLINE |
| | LIGHT POLE | | DUMPSTER | CONC. | =CONCRETE |
| | TRAFFIC SIGNAL | | HANDICAP STALL | EL | =ELEVATION |
| | UTILITY POLE | | SPOT ELEVATION | EXT. | =EXISTING |
| | GUY WIRE | | | INV. | =INVERT |
| | | | | MON. | =MONUMENT |
| | | | | P.O.B. | =POINT OF BEGINNING |
| | | | | P.O.C. | =POINT OF COMMENCEMENT |
| | | | | R.O.W. | =RIGHT OF WAY |
| | | | | SEC. | =SECTION |
| | | | | SQ. FT. | =SQUARE FEET |
| | | | | W | =WITH |
| | | | | (R) | =RECORDED AS |
| | | | | (D) | =DEEDED AS |

PINNACLE ENGINEERING GROUP
 ENGINEERING | NATURAL RESOURCES | SURVEYING CHICAGO | MILWAUKEE | NATIONWIDE

PLAN | DESIGN | DELIVER
 www.pinnacle-engr.com

WISCONSIN OFFICE:
 20725 WATERTOWN ROAD SUITE 100
 BROOKFIELD, WI 53186
 (262) 754-8888

CROATIAN PARK PAVILION

NRPP EXISTING

REVISIONS	
1	KAS 05/13/21
2	PARK PAVILION 04/19/22
3	MITIGATION REVISION 01/23/24

PEG JOB No. 2063.00
 PEG PM 05/25/2020
 DATE 01/23/24
 SCALE 1"=60'

SHEET 1 OF 1
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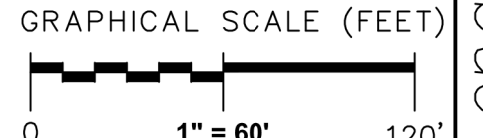
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LEGAL DESCRIPTION:

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 Address: 9100 South 76th Street, Franklin, Wisconsin

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 Address: 9220 South 76th Street, Franklin, Wisconsin

LEGEND:

MATURE WOODLAND		MATURE WOODLAND DISTURBANCE	
WETLAND BUFFER		WETLAND BUFFER DISTURBANCE	
WETLAND SETBACK		WETLAND SETBACK DISTURBANCE	
WETLAND		BUFFER MITIGATION	

GENERAL NOTES

- Mitigation areas for Buffer shall consist of plantings of native grasses, to be topsoiled with 4 inches of soil, seeded, and mulched, using a mix of the following native grasses:
 Bouteloua curtipendula 2 lbs/ac
 Elymus canadensis 6 lbs/ac
 Schizachyrium scoparium 4 lbs/ac
- To prepare the planting area, apply a Glyphosate-based herbicide per manufacturer's instructions at least two weeks prior to planting. Remove the existing dead sod and place 4 inches of topsoil over the area to be planted. Incorporate the new topsoil into the top two inches of the subsoil. Seed the areas and cover with a light straw mulch and water until the seedlings are established.

Table 1: Worksheet for the Calculation of Natural Resource Protection Land-North Parcel

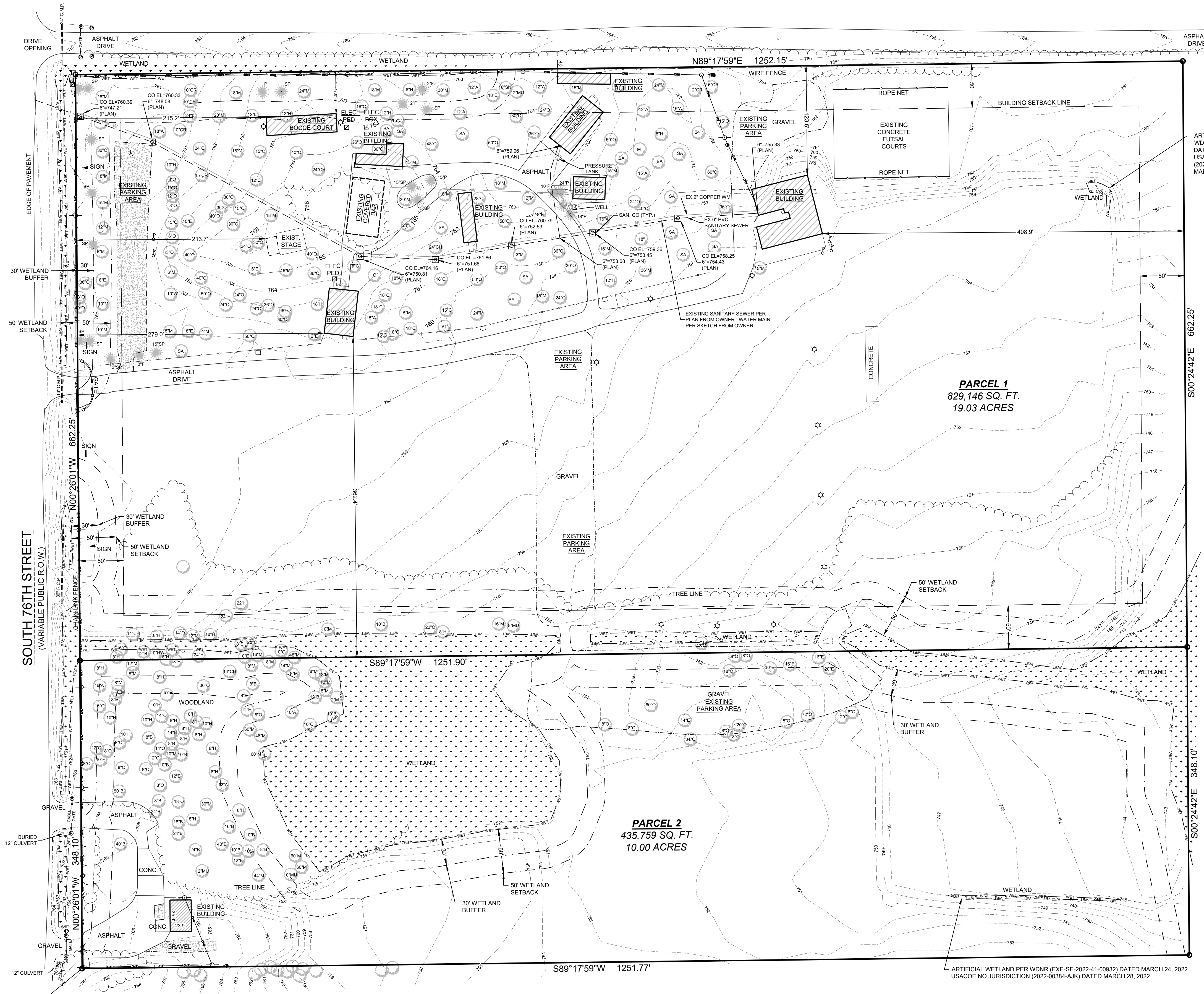
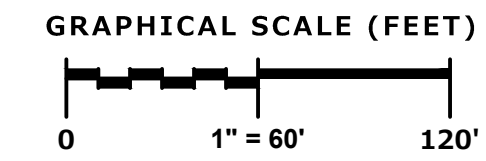
Natural Resource Features	Zoning District Type	Area of Resource (Acres)	Protection Requirement	Area of Proposed Disturbance	Acres of Land Required to be Mitigated	Acres of Land to be Mitigated
Steep Slopes						
10-19%	40%	0				
20-30%	70%	0				
>30%	80%	0				
Woodlands & Forests						
Mature	70%	4.51	3.16	0.67	0	0
Young	50%	0				
Lakes & Ponds						
Streams	100%	0				
Shore Buffers	100%	0				
Floodplains/ Floodways						
Wetlands & Shoreland Wetlands	100%	0.63	0.63	0	0	0
Wetland Buffers	100%	1.58	1.58	0.06	0.09	0.09
Woodland/ Buffer Overlap	100%	0.58				
Wetland Setbacks	100%	1.06	1.06	0.11		
Woodland/ Setback Overlap	100%	0.36				

Table 2: Worksheet for the Calculation of Natural Resource Protection Land-South Parcel

Natural Resource Features	Zoning District Type	Area of Resource (Acres)	Protection Requirement	Area of Proposed Disturbance	Acres of Land Required to be Mitigated	Acres of Land to be Mitigated
Steep Slopes						
10-19%	40%	0				
20-30%	70%	0				
>30%	80%	0				
Woodlands & Forests						
Mature	70%	1.70	1.19	0	0	0
Young	50%	0				
Lakes & Ponds						
Streams	100%	0				
Shore Buffers	100%	0				
Floodplains/ Floodways						
Wetlands & Shoreland Wetlands	100%	1.75	1.75	0	0	0
Wetland Buffers	100%	1.44	1.44	0	0	0
Woodland/ Buffer Overlap	100%	0.43				
Wetland Setbacks	100%	1.07	1.07	0		
Woodland/ Setback Overlap	100%	0.37				

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ARTIFICIAL WETLAND PER WDNR (EX-SE-2022-41-00932) DATED MARCH 24, 2022. USACE NO JURISDICTION (2022-00384-AJK) DATED MARCH 28, 2022.

LEGAL DESCRIPTION:

PARCEL 1 (PROJECT SITE):
The North 622.25 feet of the West 1/2 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Address: 9100 South 76th Street, Franklin, Wisconsin
Parcel No: 884-9995-000

PARCEL 2:
The South 348.10 feet of the North 1010.35 feet of the West 1/2 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Address: 9220 South 76th Street, Franklin, Wisconsin
Parcel No: 884-9996-000

GENERAL NOTES

- Boundary and Survey per Plat of Survey by Metropolitan Survey Service, Inc. on September 10, 2015, Survey No. 105938. Existing conditions verified and updated by Pinnacle Engineering on June 18, 2020.
- Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Contours are shown at a 1' intervals. Reference Benchmark: Concrete monument with brass cap at the northwest corner of the Southwest 1/4 Section 22, Town 5 North, Range 21 East. Elevation = 763.09.
- Wetlands delineated by Wetland & Waterways Consulting, LLC on JUNE 10, 2020.
- Trees Inventory completed by Wetland & Waterways Consulting, LLC on JUNE 22, 2020.

- A= ASH
- B= BOX ELDER
- C= COTTONWOOD
- CH= CHERRY
- CR= CRAB
- E= ELM
- F= FIR
- H= HICKORY
- HW= HAWTHORN
- L= LOCUST
- M= MAPLE
- MU= MULBERRY
- O= OAK
- P= PINE
- SA= SAPLING
- SN= SNAG
- SP= SPRUCE
- ST= STUMP
- W= WALNUT

LEGEND OF SYMBOLS & ABBREVIATIONS

	SANITARY MANHOLE		FIBER OPTIC MARKER		SIGN
	STORM INLET		FIBER OPTIC MANHOLE/VAULT		MAIL BOX
	STORM INLET		TELEPHONE PEDESTAL		FLAG POLE
	CLEANOUT		TELEPHONE MANHOLE/VAULT		BASKETBALL HOOP
	CATCH BASIN		TELEPHONE MARKER		BOLLARD
	UNKNOWN PEDESTAL		TRANSFORMER		CROSS CUT
	UNKNOWN MANHOLE		ELECTRIC METER/PEDESTAL		IRON PIPE
	WELL		ELECTRIC MANHOLE/VAULT		IRON REBAR/ROD
	HYDRANT		CABLE TV RISER/BOX		MAG NAIL
	WATER VALVE		CABLE TV MANHOLE/VAULT		SECTION MONUMENT
	DOWN SPOUT		GAS VALVE		BENCH MARK
	SPRINKLER VALVE		GAS METER		CONIFER TREE
	WATER SHUT OFF		GAS MARKER		DECIDUOUS TREE
	STANDPIPE		AIR CONDITIONING UNIT		BUSH
	WATER MANHOLE		VENT		WETLAND SYMBOL
	FLOOD LIGHT		DIRECTIONAL ARROW		CL -CENTERLINE
	LIGHT POLE		DUMPSTER		CONC. -CONCRETE
	TRAFFIC SIGNAL		HANDICAP STALL		EL. -ELEVATION
	UTILITY POLE		SPOT ELEVATION		EXT. -EXISTING
	GUY WIRE		SANITARY SEWER		INV. -INVERT
	SANITARY SEWER		STORM SEWER		MON. -MONUMENT
	STORM SEWER		FIBER OPTIC LINE		P.O.B. -POINT OF BEGINNING
	FIBER OPTIC LINE		TELEPHONE LINE		P.O.C. -POINT OF COMMENCEMENT
	TELEPHONE LINE		ELECTRIC LINE		R.O.W -RIGHT OF WAY
	ELECTRIC LINE		OVERHEAD WIRES		SEC. -SECTION
	OVERHEAD WIRES		CABLE TELEVISION		SQ. FT. -SQUARE FEET
	CABLE TELEVISION		GAS MAIN		W/ -WITH
	GAS MAIN		WETLANDS		(R) -RECORDED AS
	WETLANDS		TREE LINE		(D) -DEEDED AS
	TREE LINE		NO ACCESS		

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FRANKLIN, WISCONSIN

EXISTING SITE PLAN

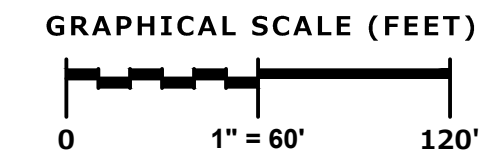
REVISIONS

1	ADDENDUM #1	5/9/2022
2	CITY COMMENTS	11/2/2023
3	CITY COMMENTS	1/23/2024

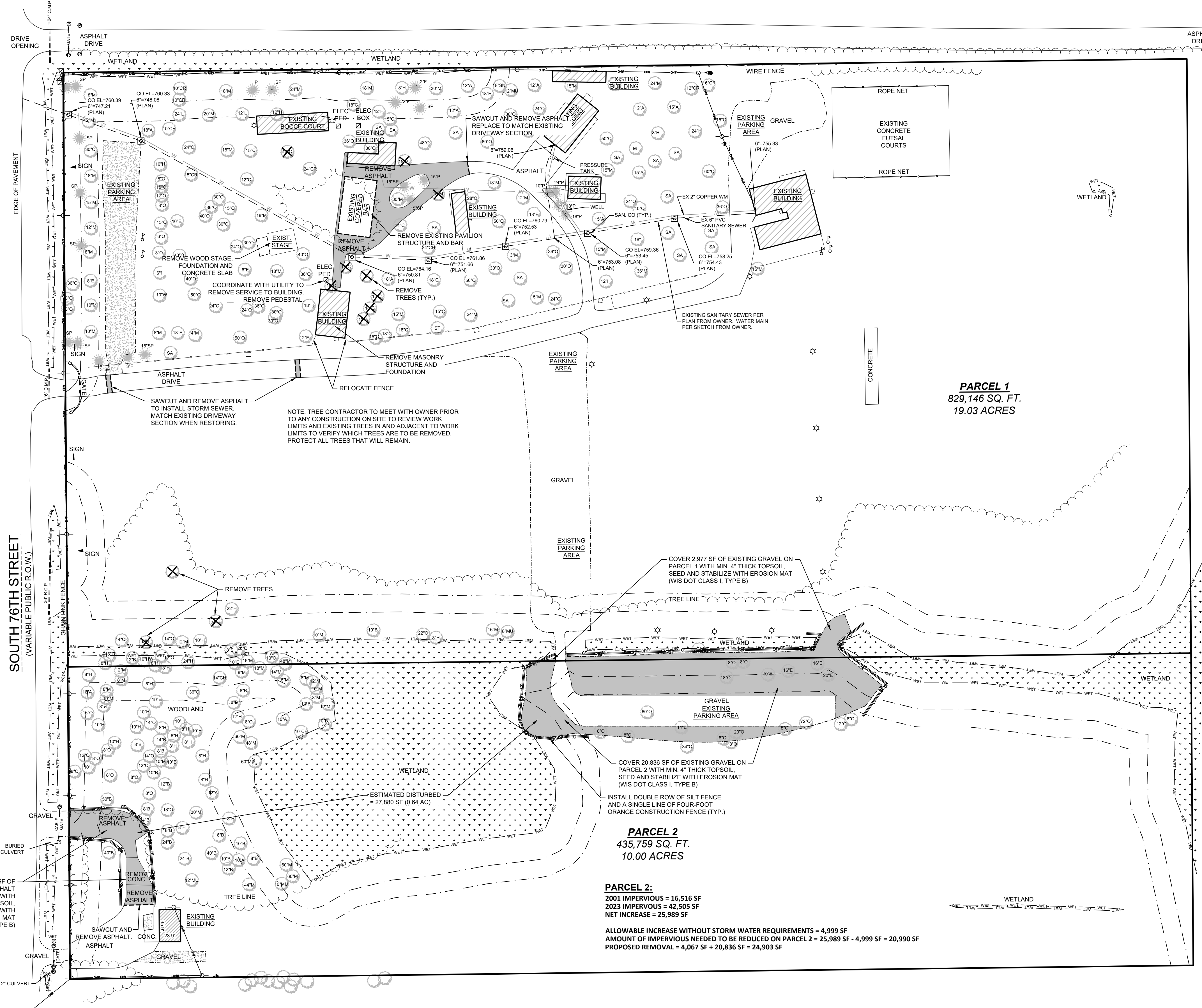
JOB No. 20663.00B
DATE 04/19/2022
SCALE 1"=60'
SHEET C-100

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EXISTING SITE PLAN
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PARCEL 1
829,146 SQ. FT.
19.03 ACRES

PARCEL 2
435,759 SQ. FT.
10.00 ACRES

PARCEL 2:
2001 IMPERVIOUS = 16,516 SF
2023 IMPERVIOUS = 42,505 SF
NET INCREASE = 25,989 SF

ALLOWABLE INCREASE WITHOUT STORM WATER REQUIREMENTS = 4,999 SF
AMOUNT OF IMPERVIOUS NEEDED TO BE REDUCED ON PARCEL 2 = 25,989 SF - 4,999 SF = 20,990 SF
PROPOSED REMOVAL = 4,067 SF + 20,836 SF = 24,903 SF

LEGEND OF SYMBOLS & ABBREVIATIONS

⊙	SANITARY MANHOLE	⚡	FIBER OPTIC MARKER	⚡	SIGN
⊕	STORM MANHOLE	⚡	FIBER OPTIC MANHOLE/VAULT	⊠	MAIL BOX
⊖	STORM INLET	⊠	TELEPHONE PEDESTAL	⊠	FLAG POLE
⊗	CLEANOUT	⊠	TELEPHONE MANHOLE/VAULT	⊠	BASKETBALL HOOP
⊘	CATCH BASIN	⊠	TELEPHONE MARKER	⊠	BOLLARD
⊙	UNKNOWN PEDESTAL	⊠	TRANSFORMER	⊠	CROSS CUT
⊙	UNKNOWN MANHOLE	⊠	ELECTRIC METER/PEDESTAL	⊠	IRON PIPE
⊙	WELL	⊠	ELECTRIC MANHOLE/VAULT	⊠	IRON REBAR/ROD
⊙	HYDRANT	⊠	CABLE TV RISER/BOX	⊠	MAG NAIL
⊙	WATER VALVE	⊠	CABLE TV MANHOLE/VAULT	⊠	SECTION MONUMENT
⊙	DOWN SPOUT	⊠	GAS VALVE	⊠	BENCH MARK
⊙	SPRINKLER VALVE	⊠	GAS METER	⊠	CONIFER TREE
⊙	WATER SHUT OFF	⊠	GAS MARKER	⊠	DECIDUOUS TREE
⊙	STANDPIPE	⊠	AIR CONDITIONING UNIT	⊠	BUSH
⊙	WATER MANHOLE	⊠	VENT	⊠	WETLAND SYMBOL
⊙	FLOOD LIGHT	⊠	DIRECTIONAL ARROW	CL	-CENTERLINE
⊙	LIGHT POLE	⊠	DUMPSTER	CONC.	-CONCRETE
⊙	TRAFFIC SIGNAL	⊠	HANDICAP STALL	EL.	-ELEVATION
⊙	UTILITY POLE	⊠	SPOT ELEVATION	EXT.	-EXISTING
⊙	GUY WIRE	⊠		INV.	-INVERT
⊙		⊠	SANITARY SEWER	MON.	-MONUMENT
⊙		⊠	STORM SEWER	P.O.B.	-POINT OF BEGINNING
⊙		⊠	WATER MAIN	P.O.C.	-POINT OF COMMENCEMENT
⊙		⊠	FIBER OPTIC LINE	R.O.W.	-RIGHT OF WAY
⊙		⊠	TELEPHONE LINE	SEC.	-SECTION
⊙		⊠	ELECTRIC LINE	SQ. FT.	-SQUARE FEET
⊙		⊠	OVERHEAD WIRES	W/	-WITH
⊙		⊠	CABLE TELEVISION	(R)	-RECORDED AS
⊙		⊠	GAS MAIN	(D)	-DEEDED AS
⊙		⊠	WETLANDS		
⊙		⊠	TREE LINE		
⊙		⊠	NO ACCESS		

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CROATIAN PARK PAVILION
FRANKLIN, WISCONSIN

DEMOLITION PLAN

REVISIONS

1	ADDENDUM #1	5/9/2022
2	CITY COMMENTS	11/2/2023
3	CITY COMMENTS	1/23/2024

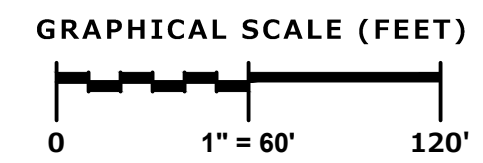
PEG JOB No.: 20663.00B
PEG PR: ASZ
DATE: 04/19/2022
SCALE: 1"=60'

SHEET
C-200

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DEMOLITION PLAN

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SITE DATA TABLE

Existing impervious in 2001:
Parcel 1 property = 1.60 acres

Existing impervious in 2023 prior to the proposed work on this plan set:
Parcel 1 property = 2.38 acres

Proposed impervious after removals, pavilion, fire pit, bocce court, and possible building expansion:
Parcel 1 property = 2.47 acres

PROJECT AREAS

Estimated Disturbed area for current project (pavilion and pond) = 1.76 acres

LEGAL DESCRIPTION:

PARCEL 1 (PROJECT SITE):
The North 662.25 feet of the West 1/2 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Address: 9100 South 76th Street, Franklin, Wisconsin
Parcel No: 884-9995-000

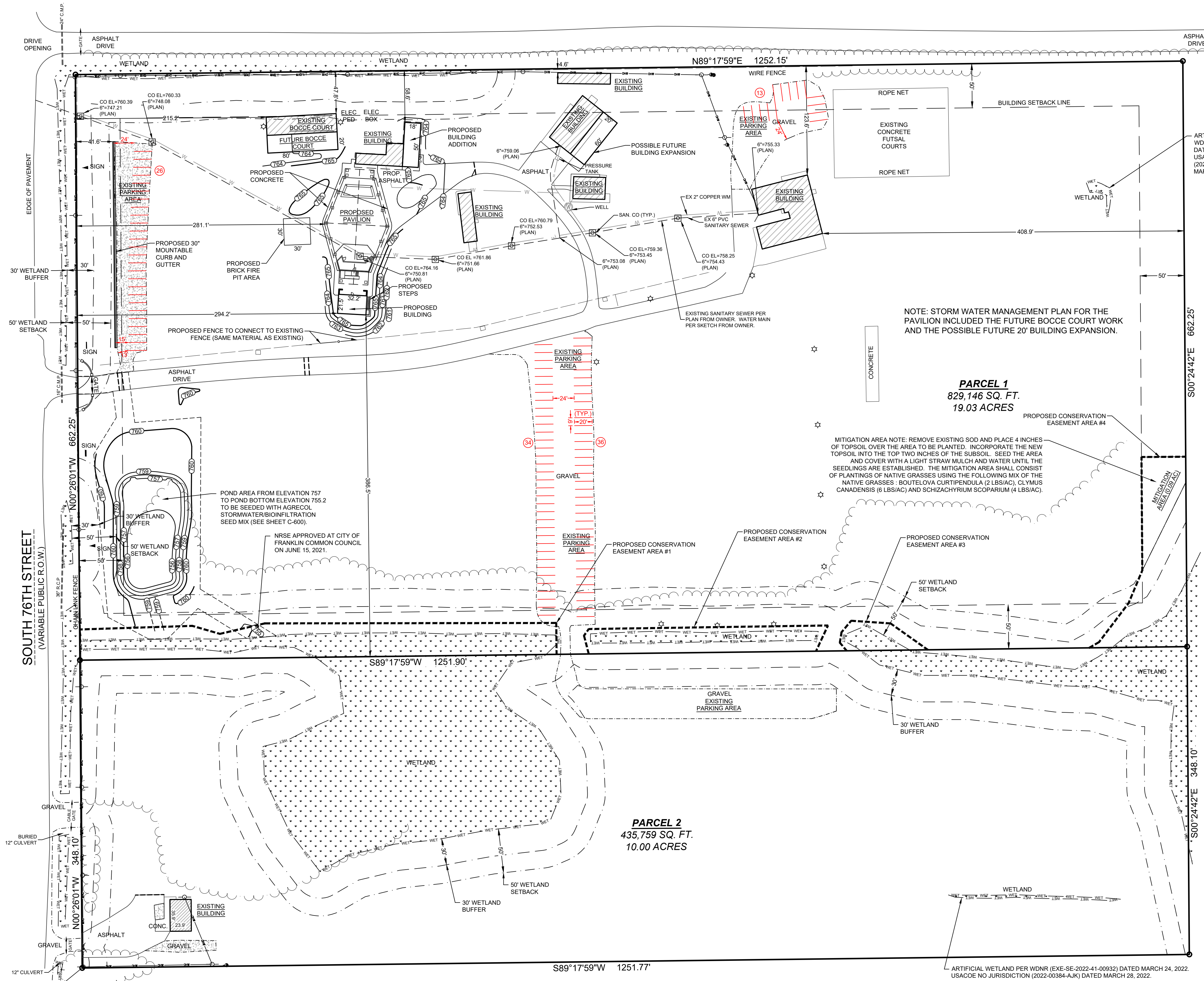
PARCEL 2:
The South 348.10 feet of the North 1010.35 feet of the West 1/2 of the Southwest 1/4 of Section 22, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Address: 9220 South 76th Street, Franklin, Wisconsin
Parcel No: 884-9996-000

PARKING NOTE:

THE PARKING LINES IN RED ARE TO SHOW HOW MANY PARKING STALLS ARE AVAILABLE ON THE GRAVEL AREAS WITHIN THE NORTH PROPERTY OF THE PARK. STALLS SHOWN ARE 9' X 20'. THERE ARE 109 STALLS AVAILABLE WITHIN THE EXISTING GRAVEL AREAS.

PAVILION = 299 PERSON CAPACITY
PER FRANKLIN UDO 1 SPACE PER 0.25/PERSON NOT SEATED PLACES OR 0.30/PERSON FOR SEATED FOR PUBLIC ASSEMBLY
299 X 0.25 = 75 SPACES OR 299 X 0.30 = 90 SPACES REQUIRED.



NOTE: STORM WATER MANAGEMENT PLAN FOR THE PAVILION INCLUDED THE FUTURE BOCCO COURT WORK AND THE POSSIBLE FUTURE 20' BUILDING EXPANSION.

PARCEL 1
829,146 SQ. FT.
19.03 ACRES

MITIGATION AREA NOTE: REMOVE EXISTING SOD AND PLACE 4 INCHES OF TOPSOIL OVER THE AREA TO BE PLANTED. INCORPORATE THE NEW TOPSOIL INTO THE TOP TWO INCHES OF THE SUBSOIL. SEED THE AREA AND COVER WITH A LIGHT STRAW MULCH AND WATER UNTIL THE SEEDLINGS ARE ESTABLISHED. THE MITIGATION AREA SHALL CONSIST OF PLANTINGS OF NATIVE GRASSES USING THE FOLLOWING MIX OF THE NATIVE GRASSES: BOULEDOVA CURTIPENDULA (2 LBS/AC), CLYMIUS CANADENSIS (6 LBS/AC) AND SCHIZACHYRIUM SCOPARIFOLIUM (4 LBS/AC).

Table 15.3.0255
WORKSHEET FOR THE CALCULATION OF SITE INTENSITY AND CAPACITY FOR NONRESIDENTIAL DEVELOPMENT

PARCEL 1		
CALCULATE MINIMUM REQUIRED LANDSCAPE SURFACE		
TAKE BASE SITE AREA:	19.03 ACRES	
MULTIPLY BY MINIMUM LANDSCAPE SURFACE RATIO (LSR):	0.5 (P-1.04)(60)	
EQUALS MINIMUM REQUIRED ON-SITE LANDSCAPE SURFACE:	9.52 ACRES	
CALCULATE NET BUILDABLE SITE AREA		
TAKE BASE SITE AREA:	19.03 ACRES	
SUBTRACT TOTAL RESOURCE PROTECTION LAND OR MINIMUM REQUIRED LANDSCAPE SURFACE FROM STEP 1, WHICHEVER IS GREATER (9.52 ac x 6.43 ac):	9.52 ACRES	
EQUALS NET BUILDABLE SITE AREA:	9.51 ACRES	
CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SITE		
TAKE NET BUILDABLE SITE AREA FROM STEP 2:	9.51 ACRES	
MULTIPLY BY MAXIMUM NET FLOOR AREA RATIO (NFAR):	0.57 (P-1.04)(60)	
EQUALS MAXIMUM NET FLOOR AREA YIELD OF SITE:	5.42 ACRES	
CALCULATE MAXIMUM GROSS FLOOR AREA YIELD OF SITE		
TAKE BASE SITE AREA:	19.03 ACRES	
MULTIPLY BY MAXIMUM GROSS FLOOR AREA RATIO (GFAR):	0.31 (P-1.04)(60)	
EQUALS MAXIMUM GROSS FLOOR AREA YIELD OF SITE:	5.90 ACRES	
DETERMINE MAXIMUM PERMITTED FLOOR AREA OF SITE		
TAKE THE LOWER OF MAXIMUM NET FLOOR AREA YIELD OF SITE FROM STEP 3 OR MAXIMUM GROSS FLOOR AREA YIELD OF SITE FROM STEP 4:	5.42 ACRES	
(MULTIPLY RESULT BY 43,560 FOR MAXIMUM FLOOR AREA IN SQUARE FEET):	236,095 SQUARE FEET	
Total square footage of all existing and proposed buildings:		12,166 SQUARE FEET

GENERAL NOTES

- Boundary and Survey per Plat of Survey by Metropolitan Survey Service, Inc. on September 10, 2015, Survey No. 105938. Existing conditions verified and updated by Pinnacle Engineering on June 18, 2020.
 - Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Contours are shown at a 1' interval. Reference Benchmark: Concrete monument with brass cap at the northwest corner of the Southwest 1/4 Section 22, Town 5 North, Range 21 East, Elevation = 763.09.
 - Wetlands delineated by Wetland & Waterways Consulting, LLC on JUNE 10, 2020.
 - Trees Inventory completed by Wetland & Waterways Consulting, LLC on JUNE 22, 2020.
- A= ASH E= ELM M= MAPLE SN= SNAG
B= BOX ELDER F= FIR MU= MULBERRY SP= SPRUCE
C= COTTONWOOD H= HICKORY O= OAK ST= STUMP
CH= CHERRY HW= HAWTHORN P= PINE W= WALNUT
CR= CRAB L= LOCUST SA= SAPLING
5. Assuming 9'x18' parking stalls the gravel parking areas hold approximately 190 cars.

LEGEND OF SYMBOLS & ABBREVIATIONS

⊙	SANITARY MANHOLE	▲	FIBER OPTIC MARKER	—	SIGN	
⊕	STORM MANHOLE	⊕	FIBER OPTIC MANHOLE/VAULT	□	MAIL BOX	
⊖	STORM INLET	⊕	TELEPHONE PEDESTAL	⊕	FLAG POLE	
⊗	CLEANOUT	⊕	TELEPHONE MANHOLE/VAULT	⊕	BASKETBALL HOOP	
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⊙	HYDRANT	⊕	CABLE TV RISER/BOX	⊕	MAG NAIL	
⊙	WATER VALVE	⊕	ELECTRIC MANHOLE/VAULT	⊕	SECTION MONUMENT	
⊙	DOWN SPOUT	⊕	GAS VALVE	⊕	BENCH MARK	
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⊙	WATER SHUT OFF	⊕	GAS MARKER	⊕	DECIDUOUS TREE	
⊙	STANDPIPE	⊕	AIR CONDITIONING UNIT	⊕	BUSH	
⊙	WATER MANHOLE	⊕	VENT	⊕	WETLAND SYMBOL	
⊙	FLOOD LIGHT	⊕	DIRECTIONAL ARROW	CL	=CENTERLINE	
⊙	LIGHT POLE	⊕	DUMPSITE	CONC.	=CONCRETE	
⊙	TRAFFIC SIGNAL	⊕	HANDICAP STALL	EL.	=ELEVATION	
⊙	UTILITY POLE	⊕	SPOT ELEVATION	EXT.	=EXISTING	
⊙	GUY WIRE	⊕	SANITARY SEWER	INV.	=INVERT	
⊙	⊕	⊕	STORM SEWER	MON.	=MONUMENT	
⊙	⊕	⊕	WATER MAIN	P.O.B.	=POINT OF BEGINNING	
⊙	⊕	⊕	FIBER OPTIC LINE	P.O.C.	=POINT OF COMMENCEMENT	
⊙	⊕	⊕	TELEPHONE LINE	R.O.W.	=RIGHT OF WAY	
⊙	⊕	⊕	ELECTRIC LINE	SEC.	=SECTION	
⊙	⊕	⊕	OVERHEAD WIRES	SQ. FT.	=SQUARE FEET	
⊙	⊕	⊕	CABLE TELEVISION	GAS MAIN	W.	=WITH
⊙	⊕	⊕	WETLANDS	WET.	=RECORDED AS	
⊙	⊕	⊕	TREE LINE	(R)	=RECORDED AS	
⊙	⊕	⊕	NO ACCESS	(D)	=DEEDED AS	

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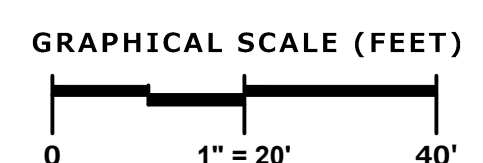
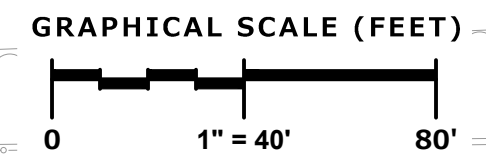
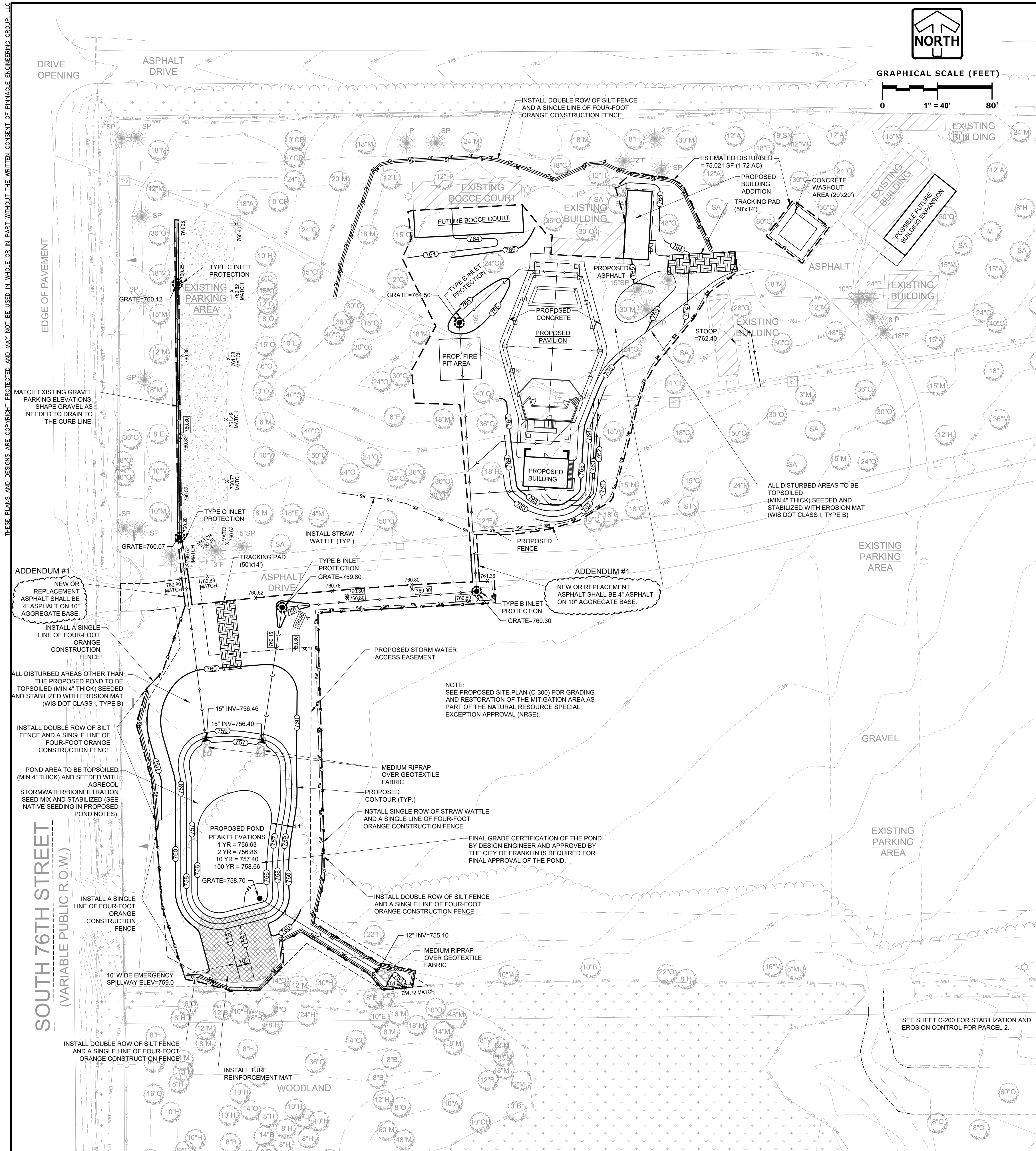
PROPOSED SITE PLAN

REVISIONS

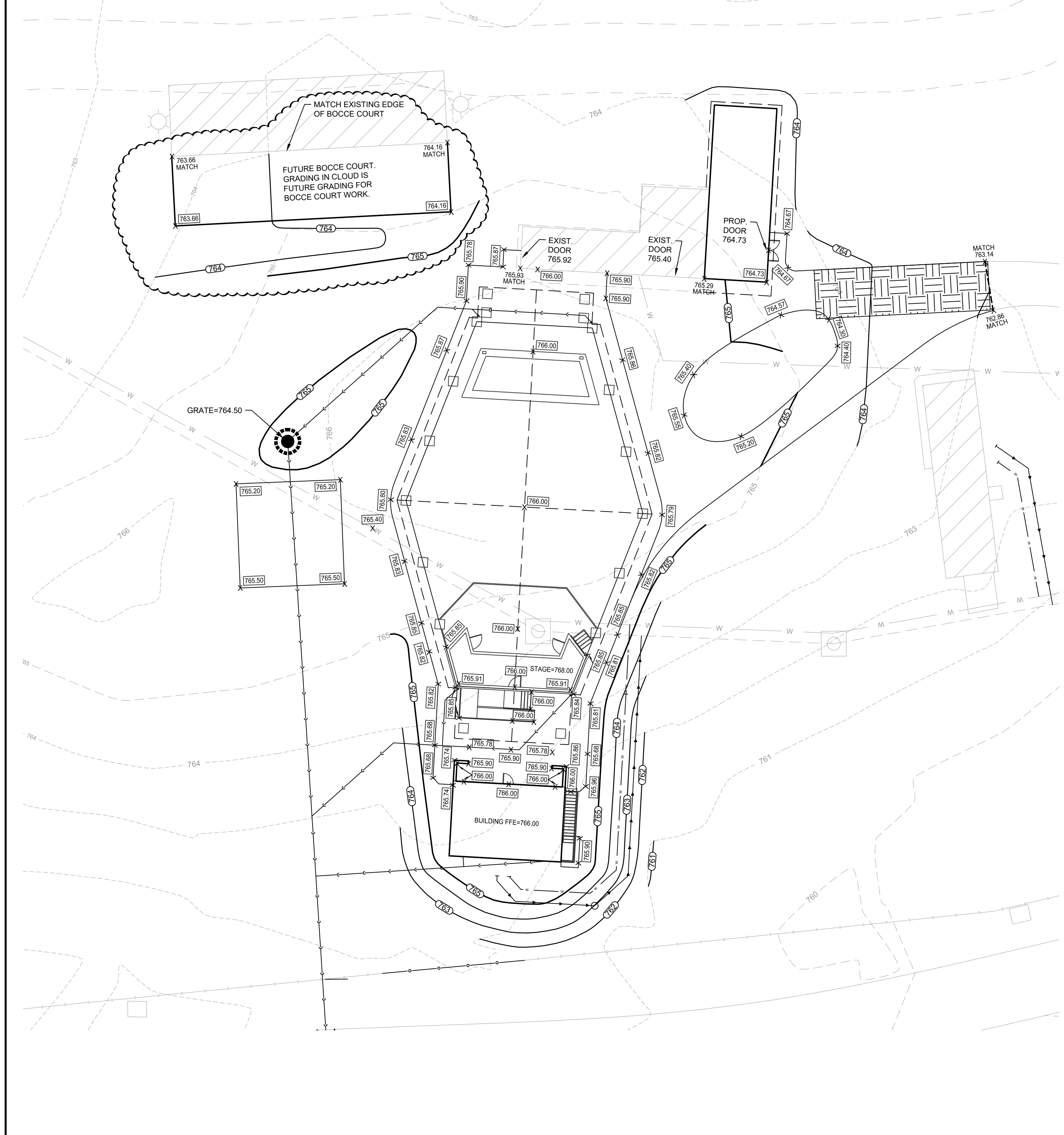
1	ADDENDUM #1	5/9/2022	
2	CITY COMMENTS	11/2/2023	
3	CITY COMMENTS	1/23/2024	

PEC JOB No.: 2063.00B
PEC PW: ASZ
DATE: 04/19/2022
SCALE: 1"=60'
SHEET: C-300

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PROPOSED SITE PLAN
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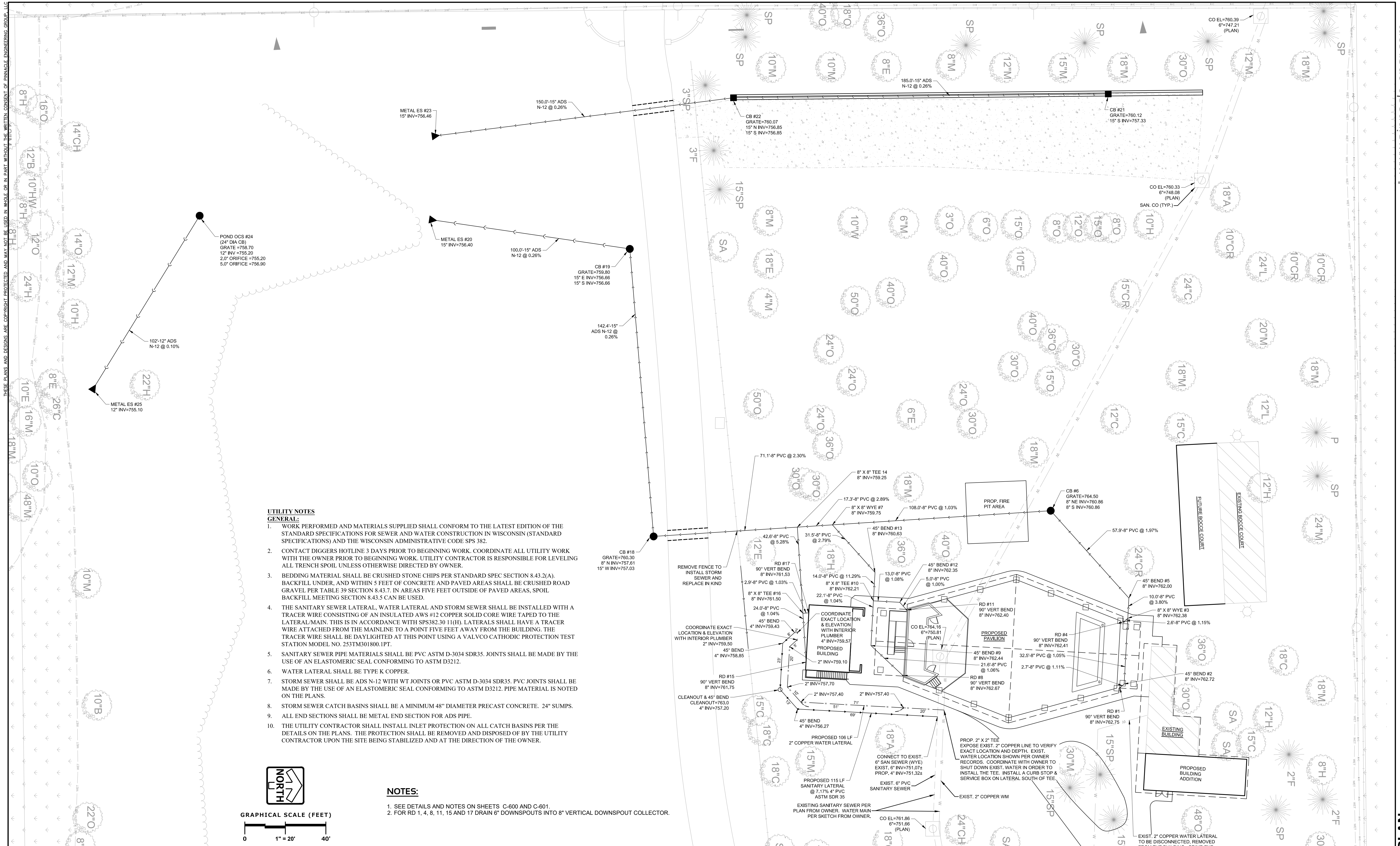


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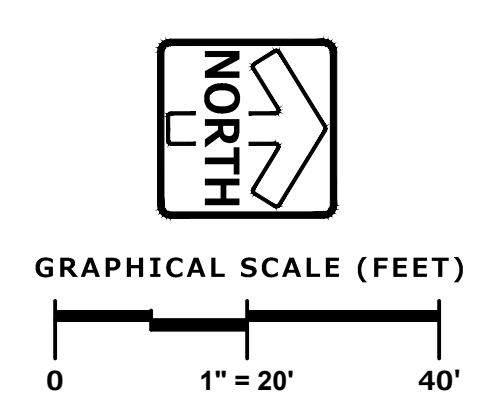
NOTE:
SEE DETAILS AND NOTES ON SHEETS C-600 AND C-601.

REVISIONS	
1	ADDENDUM #1 5/9/2022
2	CITY COMMENTS 11/2/2023
3	CITY COMMENTS 1/23/2024



- UTILITY NOTES**
- GENERAL:**
1. WORK PERFORMED AND MATERIALS SUPPLIED SHALL CONFORM TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (STANDARD SPECIFICATIONS) AND THE WISCONSIN ADMINISTRATIVE CODE SPS 382.
 2. CONTACT DIGGERS HOTLINE 3 DAYS PRIOR TO BEGINNING WORK. COORDINATE ALL UTILITY WORK WITH THE OWNER PRIOR TO BEGINNING WORK. UTILITY CONTRACTOR IS RESPONSIBLE FOR LEVELING ALL TRENCH SPOIL UNLESS OTHERWISE DIRECTED BY OWNER.
 3. BEDDING MATERIAL SHALL BE CRUSHED STONE CHIPS PER STANDARD SPEC SECTION 8.43.2(A). BACKFILL UNDER, AND WITHIN 5 FEET OF CONCRETE AND PAVED AREAS SHALL BE CRUSHED ROAD GRAVEL PER TABLE 39 SECTION 8.43.7. IN AREAS FIVE FEET OUTSIDE OF PAVED AREAS, SPOIL BACKFILL MEETING SECTION 8.43.5 CAN BE USED.
 4. THE SANITARY SEWER LATERAL, WATER LATERAL AND STORM SEWER SHALL BE INSTALLED WITH A TRACER WIRE CONSISTING OF AN INSULATED AWS #12 COPPER SOLID CORE WIRE TAPED TO THE LATERAL/MAIN. THIS IS IN ACCORDANCE WITH SPS382.30 11(H). LATERALS SHALL HAVE A TRACER WIRE ATTACHED FROM THE MAINLINE TO A POINT FIVE FEET AWAY FROM THE BUILDING. THE TRACER WIRE SHALL BE DAYLIGHTED AT THIS POINT USING A VALVCO CATHODIC PROTECTION TEST STATION MODEL NO. 253TM301800.1PT.
 5. SANITARY SEWER PIPE MATERIALS SHALL BE PVC ASTM D-3034 SDR35. JOINTS SHALL BE MADE BY THE USE OF AN ELASTOMERIC SEAL CONFORMING TO ASTM D3212.
 6. WATER LATERAL SHALL BE TYPE K COPPER.
 7. STORM SEWER SHALL BE ADS N-12 WITH WT JOINTS OR PVC ASTM D-3034 SDR35. PVC JOINTS SHALL BE MADE BY THE USE OF AN ELASTOMERIC SEAL CONFORMING TO ASTM D3212. PIPE MATERIAL IS NOTED ON THE PLANS.
 8. STORM SEWER CATCH BASINS SHALL BE A MINIMUM 48" DIAMETER PRECAST CONCRETE. 24" SUMPS.
 9. ALL END SECTIONS SHALL BE METAL END SECTION FOR ADS PIPE.
 10. THE UTILITY CONTRACTOR SHALL INSTALL INLET PROTECTION ON ALL CATCH BASINS PER THE DETAILS ON THE PLANS. THE PROTECTION SHALL BE REMOVED AND DISPOSED OF BY THE UTILITY CONTRACTOR UPON THE SITE BEING STABILIZED AND AT THE DIRECTION OF THE OWNER.

- NOTES:**
1. SEE DETAILS AND NOTES ON SHEETS C-600 AND C-601.
 2. FOR RD 1, 4, 8, 11, 15 AND 17 DRAIN 6" DOWNSPOUTS INTO 8" VERTICAL DOWNSPOUT COLLECTOR.



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FRANKLIN, WISCONSIN

UTILITY PLAN

REVISIONS

NO.	DESCRIPTION	DATE
1	ADDENDUM #1	5/9/2022
2	CITY COMMENTS	11/2/2023
3	CITY COMMENTS	1/23/2024

SCALE: 1" = 20'

DATE: 04/17/2024

PROJECT NO.: 20663.00B

ASST. DATE: 04/17/2024

DATE: 04/17/2024

SCALE: 1" = 20'

SHEET: C-500

UTILITY PLAN

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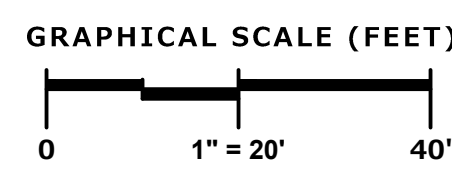
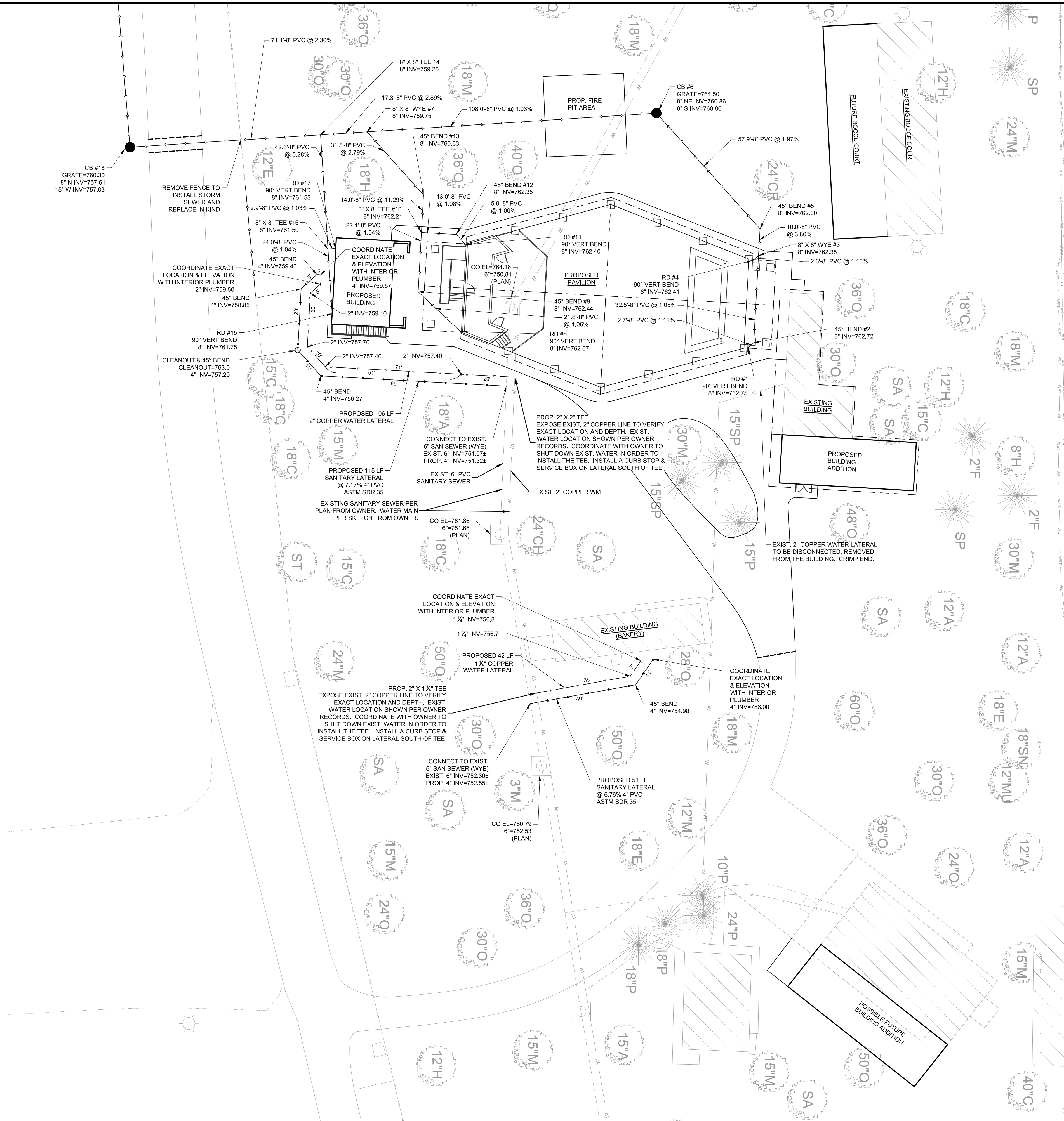
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UTILITY PLAN

UTILITY NOTES

GENERAL:

1. WORK PERFORMED AND MATERIALS SUPPLIED SHALL CONFORM TO THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN (STANDARD SPECIFICATIONS) AND THE WISCONSIN ADMINISTRATIVE CODE SPS 382.
2. CONTACT DIGGERS HOTLINE 3 DAYS PRIOR TO BEGINNING WORK. COORDINATE ALL UTILITY WORK WITH THE OWNER PRIOR TO BEGINNING WORK. UTILITY CONTRACTOR IS RESPONSIBLE FOR LEVELING ALL TRENCH SPOIL UNLESS OTHERWISE DIRECTED BY OWNER.
3. BEDDING MATERIAL SHALL BE CRUSHED STONE CHIPS PER STANDARD SPEC SECTION 8.43.2(A). BACKFILL UNDER, AND WITHIN 5 FEET OF CONCRETE AND PAVED AREAS SHALL BE CRUSHED ROAD GRAVEL PER TABLE 39 SECTION 8.43.7. IN AREAS FIVE FEET OUTSIDE OF PAVED AREAS, SPOIL BACKFILL MEETING SECTION 8.43.5 CAN BE USED.
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9. ALL END SECTIONS SHALL BE METAL END SECTION FOR ADS PIPE.
10. THE UTILITY CONTRACTOR SHALL INSTALL INLET PROTECTION ON ALL CATCH BASINS PER THE DETAILS ON THE PLANS. THE PROTECTION SHALL BE REMOVED AND DISPOSED OF BY THE UTILITY CONTRACTOR UPON THE SITE BEING STABILIZED AND AT THE DIRECTION OF THE OWNER.



- NOTES:**
1. SEE DETAILS AND NOTES ON SHEETS C-600 AND C-601.
 2. FOR RD 1, 4, 8, 11, 15 AND 17 DRAIN 6" DOWNSPOUTS INTO 8" VERTICAL DOWNSPOUT COLLECTOR.

PINNACLE ENGINEERING GROUP
 ENGINEERING | NATURAL RESOURCES | SURVEYING

PLAN | DESIGN | DELIVER
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WISCONSIN OFFICE:
 20725 WATERTOWN ROAD SUITE 100
 BROOKFIELD, WI 53186
 (262) 754-8888

CHICAGO | MILWAUKEE | NATIONWIDE

CROATIAN PARK PAVILION
 FRANKLIN, WISCONSIN

UTILITY PLAN

REVISIONS

1	ADDENDUM #1	5/9/2022
2	CITY COMMENTS	11/2/2023
3	CITY COMMENTS	1/23/2024

PEC JOB No. 20693.00B
 PEC PG No. 252
 DATE 11/19/2023
 SCALE 1"=20'

SHEET
C-501

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CONSTRUCTION SEQUENCE:

1. Install tracking pad by pond, straw wattle, silt fence and construction fence on Parcel 1. Continuous inspections throughout the project. The City inspector (at developer's expense) as well as the general contractor shall inspect erosion and sediment control practices weekly, and within 24 hours after every rain event that produces 0.5 inches of rain or more in a 24-hour period. Written documentation of each inspection shall be maintained at the construction site and shall include the time, date and location of inspection, the phase of land disturbance at the construction site, person conducting the inspection, assessment of control practices, and description of any erosion or sediment control measure installation or maintenance performed in response to the inspection. Use Wisconsin DNR report forms.
2. Remove trees, existing structures noted on the demolition plan, sawcut and remove asphalt, install tracking pad by pavilion and strip topsoil.
3. Rough grade pavilion area, begin building construction and storm water pond.
4. Install utilities.
5. Install stone base, concrete, concrete curb & gutter and asphalt.
6. Install silt fence and construction fence on Parcel 2, remove concrete and asphalt on Parcel 2, and finish grade disturbed areas on Parcel 1.
7. Topsoil, seed and stabilize any remaining disturbed areas with erosion mat on both parcels.
8. Contractor to remove and dispose of all temporary erosion control measures once the site is 95% stabilized.

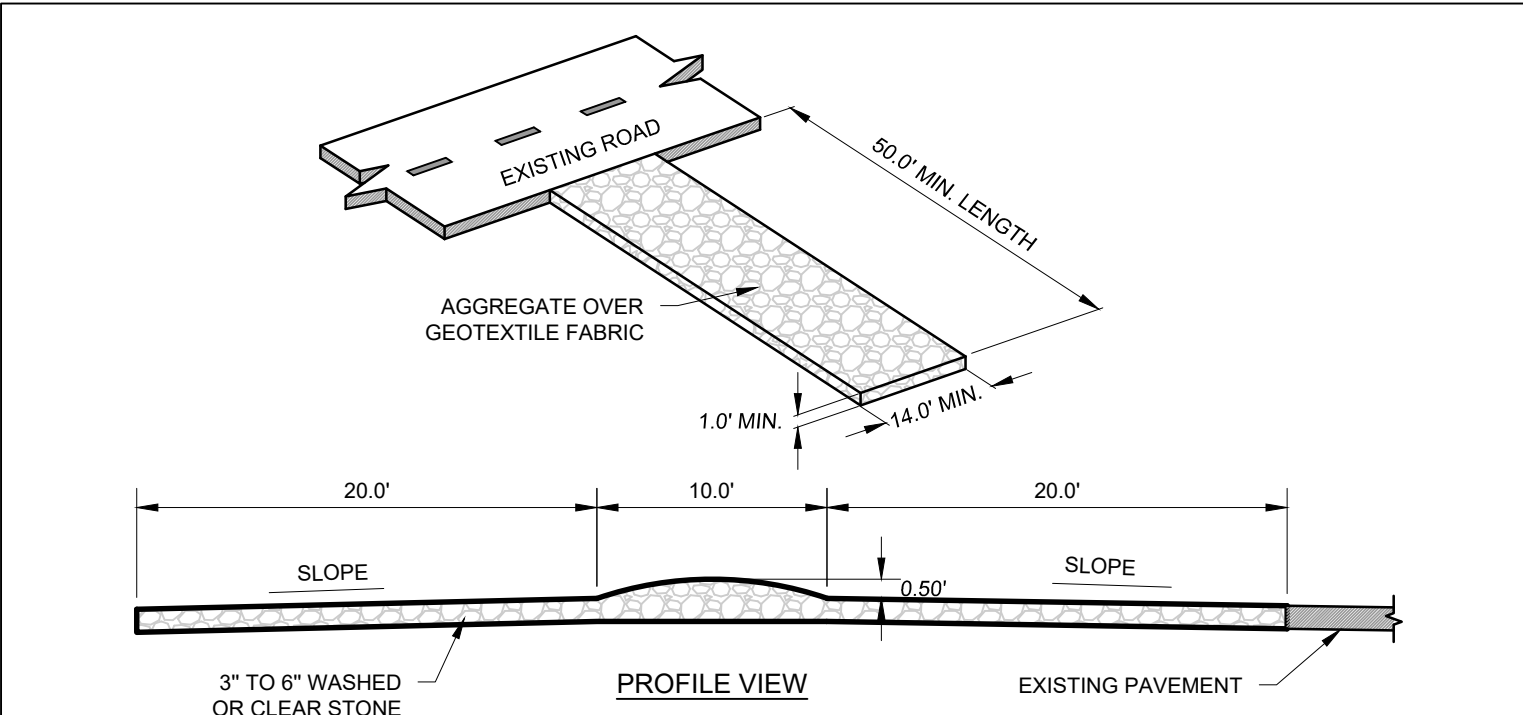
Estimated Start Date: April 2024
 Estimated Completion Date: July 2024
 Estimated Disturbed Area = 102,901 S.F. (2.36 acres).

GRADING & EROSION CONTROL NOTES:

- A. All construction practices shall comply with the City of Franklin and the Wisconsin DNR Technical Standards.
- B. All disturbed areas shall be topsoiled (4" thick), seeded and stabilized with Wisconsin DOT Class I, Type B erosion mat per Wisconsin DNR Technical Standard 1052. September 15th is the deadline for permanent seed. Any areas exposed after September 15th and before October 15th shall be temporarily seeded with winter wheat at the rate of 50 lbs/acre. This temporary cover shall be fertilized at the same rate and mixture as permanent seed. Any disturbed areas not stabilized by October 15th should be stabilized by placing topsoil, dormant seed and Wisconsin DOT Class I, type B erosion mat or seeded with dormant seed, covered with straw and staked biodegradable netting. Temporary stabilization is required for any area that will not be worked for 14 days or more.
- C. Any stockpile or area left inactive for more than seven days shall be seeded and mulched using agricultural rye with a seeding rate of 3lbs/1000 square feet. Any stockpiles placed after October 15 shall be seeded with dormant seed and either stabilized with Wisconsin DOT Class I, type B erosion mat or seeded with dormant seed, covered with straw and staked biodegradable netting.
- D. Trees shall only be removed as noted on the plans. No other trees are to be removed. Coordinate tree removal with owner prior to any tree removal.
- E. All construction traffic is to enter/exit the site from S. 76th Street over the existing asphalt drive. No tracking pad proposed as construction vehicles will be loaded from existing asphalt. All private driveways and public streets to be kept clean at all times.
- F. The permanent seed mixture in the dry pond shall be Agrecol Stormwater/Bioinfiltration seed mix (See Native Seeding in Proposed Pond notes). For all other disturbed areas the permanent seed mixture shall be Wisconsin DOT seed mixture No. 40 and sown at a rate of 4 lbs/1000 square feet. Seed mixture No. 40 consists of 35% kentucky bluegrass, 20% red fescue, 20% hard fescue and 25% improved fine perennial ryegrass.
- G. Fertilize soil with 10 lbs/1000 square feet of 20-0-10 fertilizer. The fertilizer used for restoration shall be free of any phosphorus.
- H. Any dewatering that maybe required due to building construction shall be completed so that the water is pumped into a type II geotextile bag. Follow DNR Technical Standard 1061.
- I. All building and waste material shall be disposed of off site to prevent runoff of material.
- J. Dust control should be addressed per Wisconsin DNR Technical Standard 1068.

Table 1 - Prescriptive Compliance Area Soil Stabilization

Prescriptive Compliance Areas	Bare Soil	Slope & Channel Management	Periods of Inactivity	Final Grade
Soil stockpiles that will exist for more than 7 days	Areas that Do Not Drain to Sediment Basins or Traps	General	Planned Inactivity	Permanent Features
Utility trench backfills	Limit the duration of soil exposure to no more than 30 days.	Design and implement approved soil stabilization practices per DNR technical standards.	Stabilize immediately if area will be left inactive for more than 14 days.	Stabilize area immediately after reaching final grade.
Temporary ditches/swales that will exist for more than 7 days	Areas that Drain to Sediment Basins or Traps	Refer to WisDOT Slope & Channel Matrices for appropriate slope and slope length conditions.	Unplanned Inactivity	Temporary Features
Permanent ditches/swales	Limit the duration of soil exposure to no more than 90 days. However, use the duration from the soil loss and sediment discharge calculations for the other areas of the site if less than 90 days.	Slopes Steeper than 20%	Stabilize area immediately if period of inactivity reaches 14 days.	Stabilize area immediately after establishment of temporary feature or reaching specified temporary grade.
Small areas - Less than 1 acre and less than 1% of site	Provide stable diversion of off-site runoff around the slope.			
Discrete areas - Less than 1 acre	Provide slope interruption devices in accordance with Manufactured Perimeter Control & Slope Interruption Products Technical Standard 1071 or equivalent methods to reduce uninterrupted slope length.			
Storm water practice side slopes				
Slopes steeper than 20%				



- NOTES:**
1. ALL TRACKING PAD MATERIALS AND INSTALLATION SHALL BE IN CONFORMANCE WITH WI DNR TECHNICAL STANDARD 1057.
 2. TRACKING PADS SHALL BE INSTALLED PRIOR TO ANY TRAFFIC LEAVING THE SITE. CONTRACTOR SHALL VERIFY LOCATION WITH OWNER.
 3. THE AGGREGATE FOR TRACKING PADS SHALL BE 3 TO 6 INCH CLEAR OR WASHED STONE. ALL MATERIALS TO BE RETAINED ON A 3-INCH SIEVE.
 4. THE AGGREGATE SHALL BE PLACED IN A LAYER AT LEAST 12-INCHES THICK ON SITES WHERE SATURATED CONDITIONS ARE EXPECTED DURING THE LIFE OF THE PAD, THE PAD SHALL BE UNDERLAIN WITH GEOTEXTILE FABRIC WHICH MEETS MATERIAL SPECIFICATION 592 GEOTEXTILE, TABLE 1 OR 2, CLASS I, II OR IV, TO PREVENT MIGRATION OF UNDERLYING SOILS INTO THE STONE LAYER.
 5. THE TRACKING PAD SHALL BE THE FULL WIDTH OF THE EGRESS POINT. MINIMUM WIDTH IS 14 FEET FOR ONE-WAY TRAFFIC AND 20 FEET FOR TWO-WAY TRAFFIC. WITH AN ADDITIONAL INCREASE OF 4 FEET FOR TRAILER TRAFFIC. THE TRACKING PAD SHALL BE A MINIMUM 50-FEET LONG.
 6. ANY SEDIMENT TRACKED ONTO A PUBLIC OR PRIVATE ROAD SHOULD BE REMOVED BY STREET CLEANING, NOT FLUSHING, AT THE END OF EACH WORKING DAY.
 7. TRACKING PADS SHALL, AT A MINIMUM, BE INSPECTED WEEKLY AND WITHIN 24-HOURS AFTER EVERY PRECIPITATION EVENT THAT PRODUCES 0.5-INCHES OF RAIN OR MORE DURING A 24-HOUR PERIOD.
 8. THE TRACKING PAD PERFORMANCE SHALL BE MAINTAINED BY SCRAPING OR TOP-DRESSING WITH ADDITIONAL AGGREGATE.

CONSTRUCTION ENTRANCE

NATIVE SEEDING IN PROPOSED POND (FROM ELEVATION 757 TO POND BOTTOM ELEVATION 755.2)

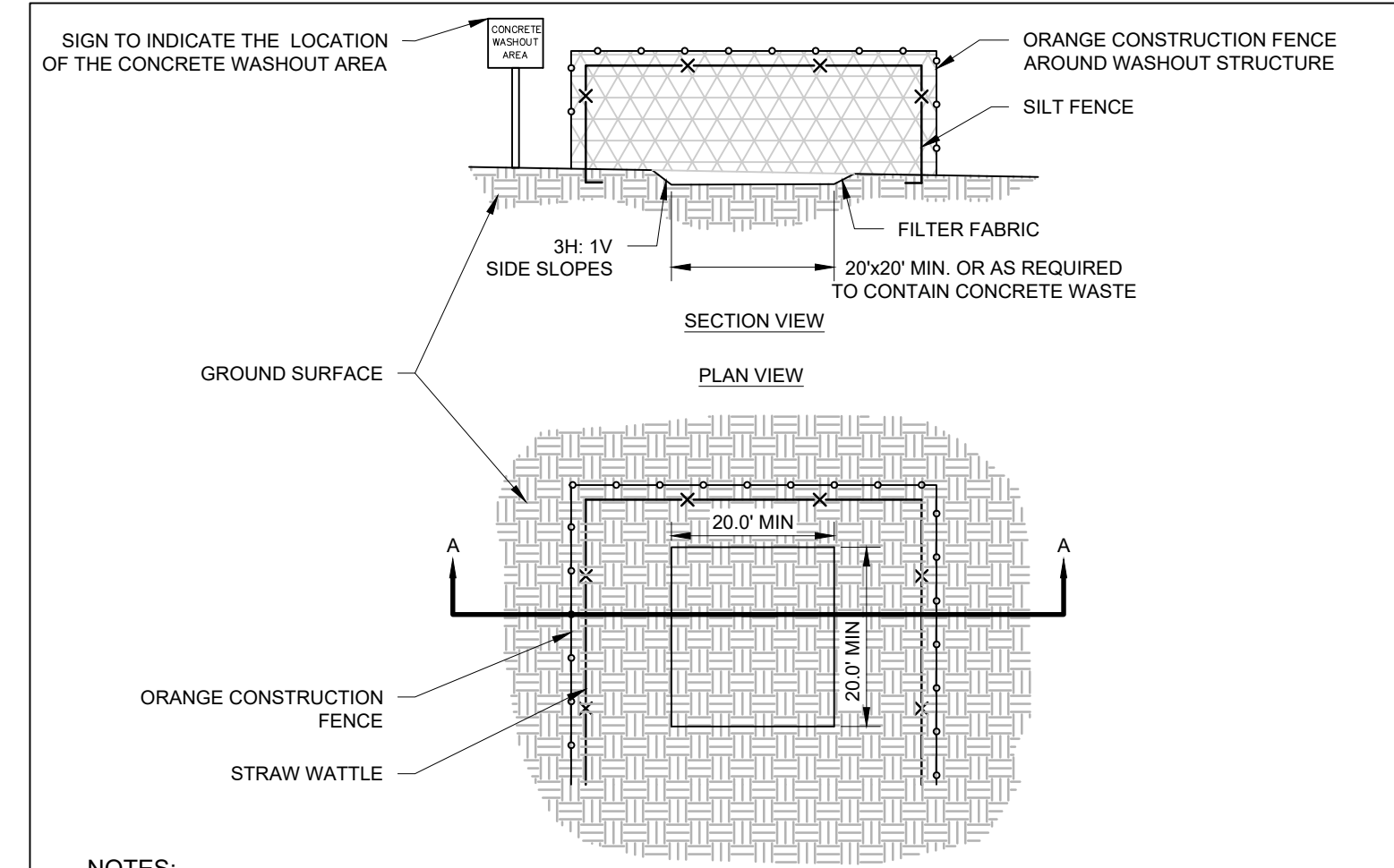
ESTABLISHMENT OF A VIABLE VEGETATION COMMUNITY WITHIN THE PROPOSED POND WILL BE COMPLETED BY HAND-BROADCASTING OF PRE-DESIGNED SEED MIXES.

- PRIOR TO SEEDING:**
- A. ALL WEEDS AND EXISTING VEGETATION SHALL BE REMOVED. EXISTING VEGETATION SHALL BE TREATED WITH GLYPHOPHATE OR SIMILAR HERBICIDE BY A LICENSED PROFESSIONAL. TREATMENT SHALL OCCUR A MINIMUM OF 10 DAYS PRIOR TO SEEDING/PLANTING. VEGETATION STILL ALIVE AFTER INITIAL HERBICIDE TREATMENT SHALL BE TREATED A SECOND TIME PRIOR TO TILLING INTO THE SOIL. TREATED VEGETATION SHALL BE TILLED INTO THE SOIL NO EARLIER THAN 1 DAY PRIOR TO SEEDING.
 - B. PREPARATION OF SOIL PRIOR TO SEEDING
 1. ALL FOREIGN MATERIALS LARGER THAN 1-INCH SHALL BE REMOVED FROM THE SOIL PRIOR TO SEEDING OR PLANTING.
 2. AREA SHOULD BE FREE FROM UNSIGHTLY VARIATIONS, RIDGES, AND DEPRESSIONS.
 3. AVOID DRIVING OVER THE SPECIFIED AREA WITH MACHINERY.

SPECIFICATIONS FOR HAND BROADCASTING:

SEEDING SHALL BE CONDUCTED IN LATE FALL (SEPTEMBER 1- SOIL FREEZE) SO THAT SEEDS MAY LIE DORMANT DURING THE WINTER, ALLOWING FOR STRATIFICATION, OR SPRING (MARCH 1-JUNE 1) TO ALLOW A COMPLETE GROWING SEASON TO BECOME ESTABLISHED.

- A. COVER CROP**
1. ANNUAL RYE SHALL BE SPREAD AT A DENSITY OF 20 POUNDS PER ACRE DURING THE PLANTING OR SEEDING OF THE NATIVE PLANT SPECIES TO STABILIZE THE SOIL AND REDUCE THE GROWTH OF UNWANTED VEGETATION. THIS ANNUAL GRASS GROWS RAPIDLY WITHOUT COMPETING WITH THE WILDFLOWERS AND GRASSES THAT ARE PLANTED IN THE TARGET AREAS.
 2. WINTER WHEAT OR PERENNIAL RYE SHALL NOT BE USED AS A COVER CROP. THESE GRASSES MAY OUT COMPETE PRAIRIE SEEDLINGS, LEADING TO A REDUCTION IN THE SUCCESS OF THE PLANTINGS.



- NOTES:**
1. CONCRETE WASHOUT AREA SHALL BE INSTALLED PRIOR TO ANY CONCRETE PLACEMENT OF SITE.
 2. VEHICLE TRACKING CONTROL IS REQUIRED AT CONCRETE WASHOUT ENTRANCE IF ACCESS TO CONCRETE WASHOUT AREA IS OFF PAVEMENT.
 3. THE CONCRETE WASHOUT AREA SHALL BE REPAIRED AND/OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR WASTE CONCRETE.
 4. WASTE MATERIAL FROM CONCRETE WASHOUT OPERATIONS MUST BE REMOVED AND LEGALLY DISPOSED OF WHEN IT HAS ACCUMULATED TWO-THIRDS OF THE WET STORAGE CAPACITY OF THE STRUCTURE.
 5. AT THE END OF CONSTRUCTION, ALL CONCRETE SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF AT AN APPROVED SITE.
 6. WHEN THE CONCRETE WASHOUT AREA IS REMOVED, THE DISTURBED AREA SHALL BE SEEDDED AND MULCHED OR OTHERWISE STABILIZED.

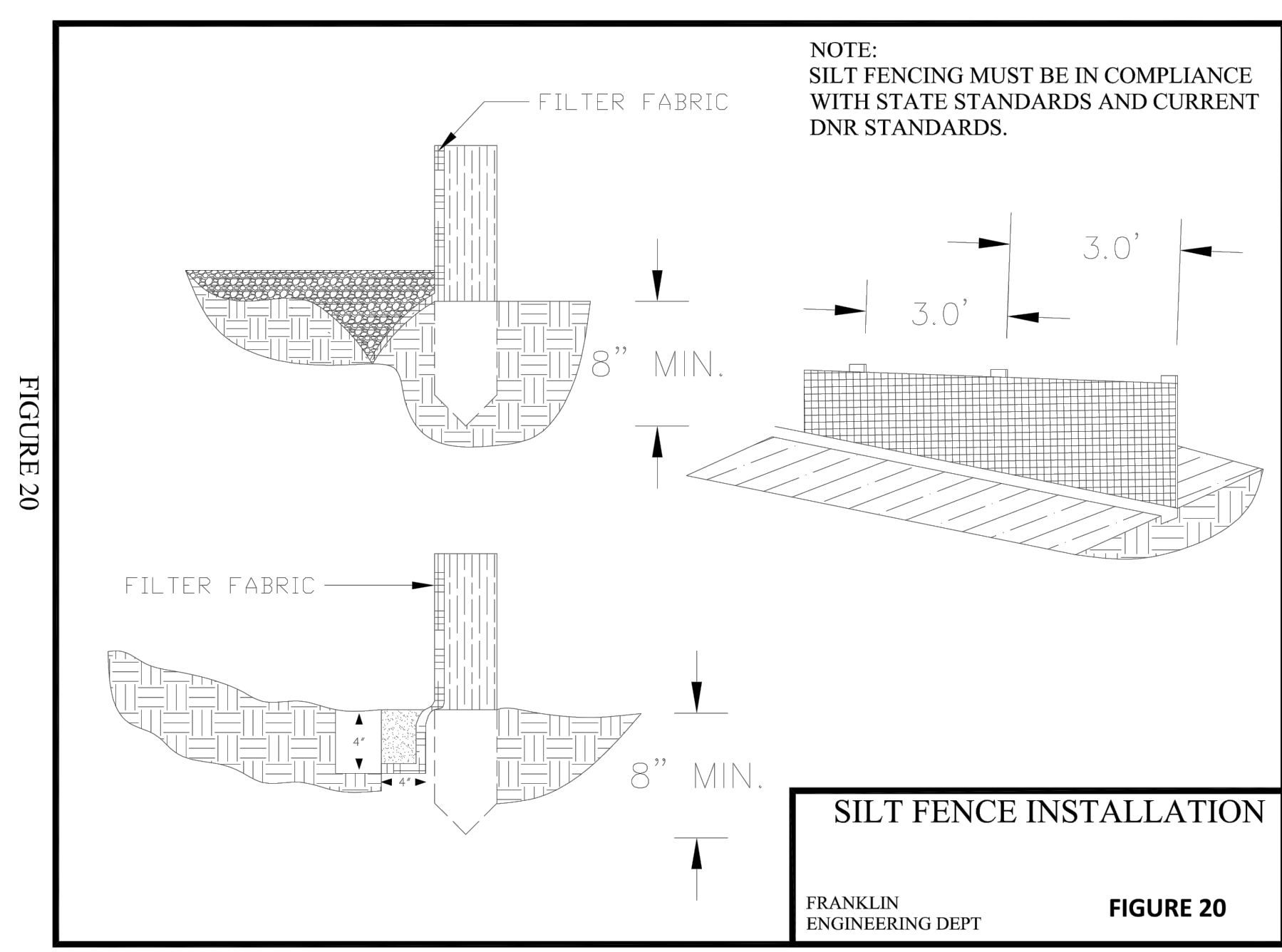
CONCRETE WASHOUT AREA

- B. SEED MIX:**
1. MIX ALL NATIVE SEED WITH VERMICULITE ACCORDING TO AGRECOL RECOMMENDATIONS AND INSTALLATION GUIDELINES.
 2. BROADCAST HALF THE SEED OVER THE ENTIRE SITE OR TARGET AREA.
 3. BROADCAST THE OTHER HALF OF SEED PERPENDICULAR TO THE DIRECTION THAT THE FIRST HALF OF THE SEED WAS BROADCAST.
 4. COVER SEED WITH 1/4-INCH TO 1/2-INCH OF SOIL (USE ANY EXCESS SOIL FROM THE SITE) WITH RAKE OR DRAG.
 5. ROLL SITE TO ENSURE FIRM SEED-TO-GROUND CONTACT.
 6. KEEP SEED CONSTANTLY WET THROUGH GERMINATION PERIOD. GENERALLY 3 WEEKS.

ALL SEEDING SHALL BE COVERED WITH 1-INCH OF CLEAN, NON-INVASIVE STRAW (NO MARSH HAY, OR REED CANARY GRASS) WITHOUT SEEDS, WITHIN SEVEN DAYS. WHEAT, RYE, OATS, OR BARLEY ARE ACCEPTABLE FORMS OF STRAW. THOSE AREAS OF SLOPES STEEPER THAN 8:1 (EIGHT FEET HORIZONTAL TO ONE FOOT VERTICAL) SHALL BE PLANTED NO LATER THAN OCTOBER 1 AND STAKED WITH AN EROSION CONTROL BLANKET TO PREVENT EROSION.

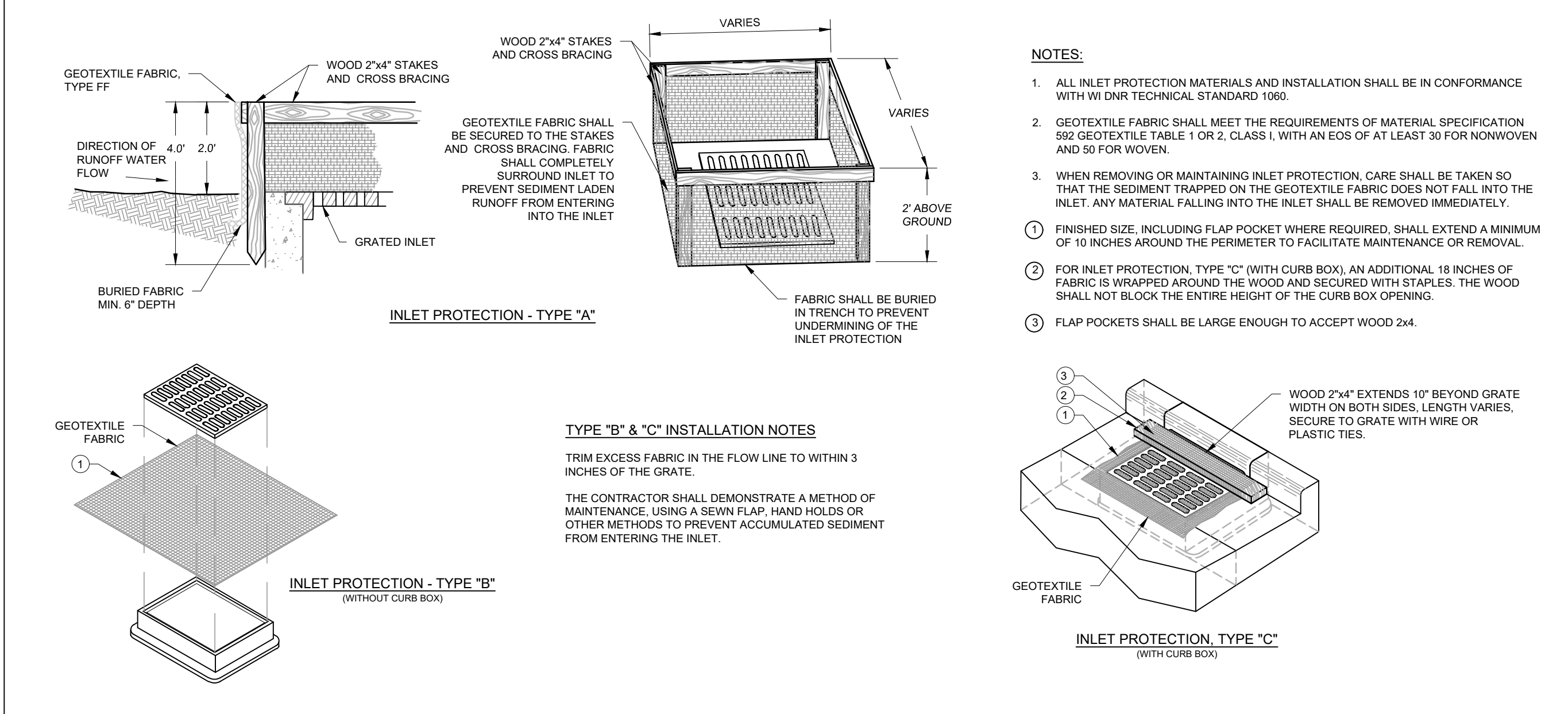
NATIVE PLANTINGS:

- WEED SUPPRESSION MEASURES:**
- 1st YEAR** - PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS. THIS SHOULD OCCUR APPROXIMATELY EVERY MONTH OF THE GROWING SEASON AFTER NATIVE PLANTINGS HAVE BEEN ROUGH GRADED.
 - 2nd YEAR** - IN MAY/JUNE MOW NATIVE PLANTINGS AT 6" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS. HAVE PROFESSIONAL ASSESS PLANTINGS. REPEAT MOWING NATIVE PLANTINGS AND SPOT-SPRAY IN EARLY JULY.
 - 3rd YEAR** - IN MAY/JUNE MOW NATIVE PLANTINGS AT 8" HEIGHT TO SUPPRESS THE WEEDS. PERFORM SPOT SPRAY WITH HERBICIDE TO SUPPRESS WEEDS.
 - 4th YEAR** - IN MAY PERFORM A PRESCRIBED BURN. IN JUNE HAVE A QUALIFIED PROFESSIONAL ASSESS PLANTINGS. IF A PRESCRIBED BURN CAN NOT BE UTILIZED, NATIVE PLANTINGS SHALL BE CUT TO THE GROUND AND ALL CUT MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF SITE.



SILT FENCE INSTALLATION

FIGURE 20
FRANKLIN ENGINEERING DEPT

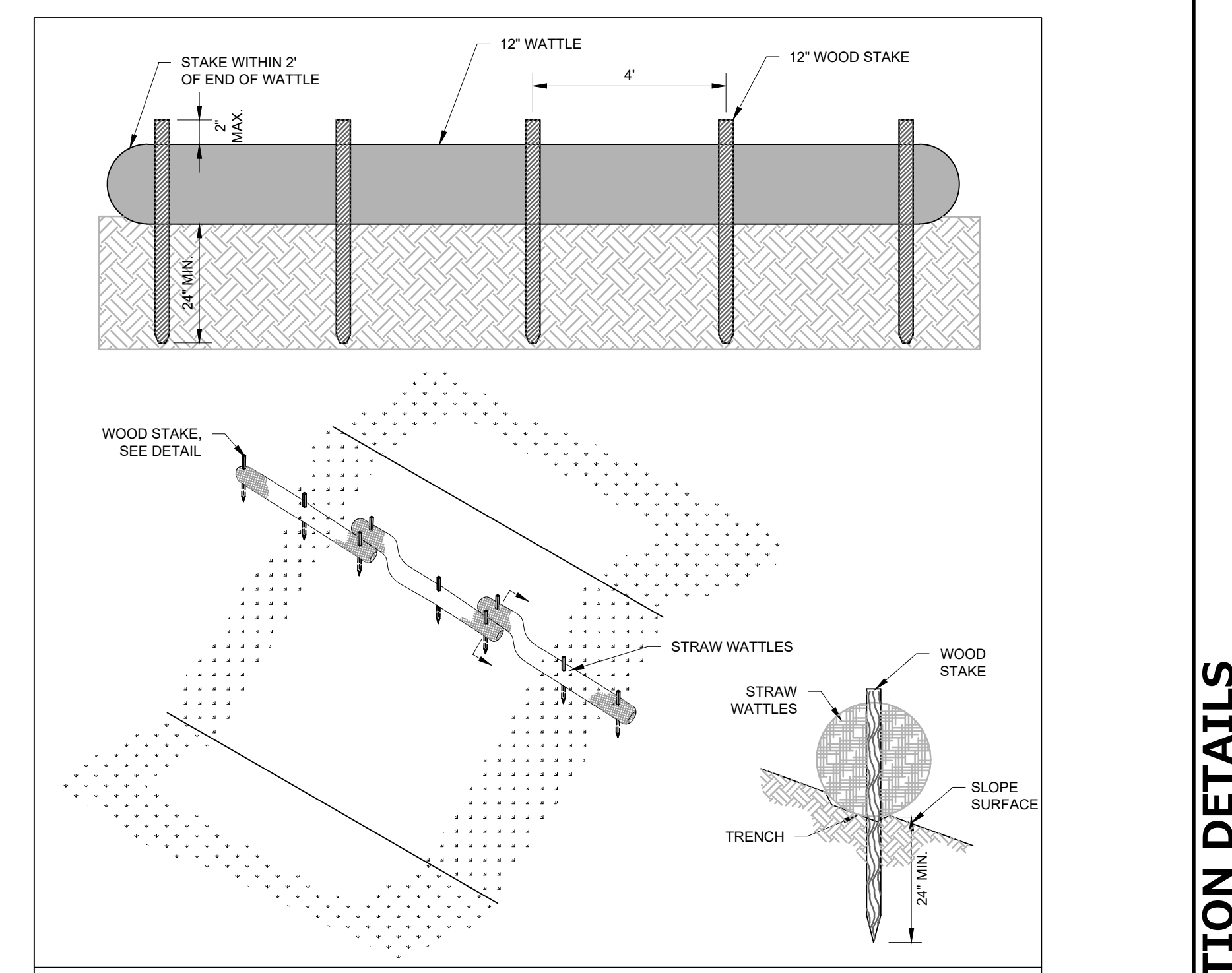


INLET PROTECTION

#137 060115

NOTES

1. CONTRACTOR SHALL VERIFY ALL GRADES, ENSURE ALL AREAS DRAIN PROPERLY AND REPORT ANY DISCREPANCIES TO PINNACLE ENGINEERING GROUP PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITIES.
2. ALL EXISTING CONTOURS REPRESENT EXISTING SURFACE GRADES UNLESS OTHERWISE NOTED. ALL PROPOSED GRADES SHOWN ARE FINISH SURFACE GRADES UNLESS OTHERWISE NOTED.
3. SPOT ELEVATIONS REPRESENT THE GRADE ALONG THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
4. ALL EXCAVATIONS AND MATERIAL PLACEMENT SHALL BE COMPLETED TO DESIGN ELEVATIONS AS DEPICTED IN THE PLANS. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR THE COMPUTATION(S) OF ALL GRADING QUANTITIES. WHILE PEG ATTEMPTS TO PROVIDE A COST EFFECTIVE APPROACH TO BALANCE EARTHWORK, GRADING DESIGN IS BASED ON MANY FACTORS, INCLUDING SAFETY, AESTHETICS, AND COMMON ENGINEERING STANDARD OF CARE, THEREFORE NO GUARANTEE CAN BE MADE FOR A BALANCED SITE. THE CONTRACTOR MAY SOLICIT APPROVAL FROM ENGINEER/OWNER TO ADJUST FINAL GRADES FROM DESIGN GRADES TO PROVIDE AN OVERALL SITE BALANCE AS A RESULT OF FIELD CONDITIONS.
5. GRADING ACTIVITIES SHALL BE IN A MANNER TO ALLOW POSITIVE DRAINAGE ACROSS DISTURBED SOILS, WHICH MAY INCLUDE EXCAVATION OF TEMPORARY DITCHES TO PREVENT PONDING, AND IF NECESSARY PUMPING TO ALLEVIATE PONDING. CONTRACTOR SHALL PREVENT SURFACE WATER FROM ENTERING INTO EXCAVATIONS. IN NO WAY SHALL OWNER BE RESPONSIBLE FOR REMEDIATION OF UNSUITABLE SOILS CREATED/ORIGINATED AS A RESULT OF IMPROPER SITE GRADING OR SEQUENCING. CONTRACTOR SHALL SEQUENCE GRADING ACTIVITIES TO LIMIT EXPOSURE OF DISTURBED SOILS DUE TO WEATHER.
6. THE CONTRACTOR IS RESPONSIBLE FOR MEETING MINIMUM COMPACTION STANDARDS. THE CONTRACTOR SHALL NOTIFY ENGINEER/OWNER IF PROPER COMPACTION CANNOT BE OBTAINED. THE PROJECT'S GEOTECHNICAL CONSULTANT SHALL DETERMINE WHICH IN-SITU SOILS ARE TO BE CONSIDERED UNSUITABLE SOILS. THE ENGINEER/OWNER AND GEOTECHNICAL TESTING CONSULTANT WILL DETERMINE IF REMEDIAL MEASURES WILL BE NECESSARY.
7. IN THE EVENT THAT ANY MOISTURE-DENSITY TEST(S) FAIL TO MEET SPECIFICATION REQUIREMENTS, THE CONTRACTOR SHALL PERFORM CORRECTIVE WORK AS NECESSARY TO BRING THE MATERIAL INTO COMPLIANCE AND RETEST THE FAILED AREA AT NO COST TO THE OWNER.
8. WITH THE AUTHORIZATION OF THE ENGINEER/OWNER, MATERIAL THAT IS TOO WET TO PERMIT PROPER COMPACTION MAY BE SPREAD ON FILL AREAS IN AN EFFORT TO DRY. CONTRACTOR SHALL CLEARLY FIELD MARK THE EXTERIOR LIMITS OF SPREAD MATERIAL WITH PAINTED LATH AND SUBMIT A PLAN TO THE ENGINEER/OWNER THAT IDENTIFIES THE LIMITS. UNDER NO CONDITION SHALL THE SPREAD MATERIAL DEPTH EXCEED THE MOST RESTRICTIVE OF: THE EFFECTIVE TREATMENT DEPTH OF MACHINERY THAT WILL BE USED TO TURNOVER THE SPREAD MATERIAL; OR THE MAXIMUM COMPACTION LIFT DEPTH.
9. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER/OWNER IF GROUNDWATER IS ENCOUNTERED DURING EXCAVATION.
10. CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ADEQUATE AND SAFE TEMPORARY SHORING, BRACING, RETENTION STRUCTURES, AND EXCAVATIONS.
11. THE SITE SHALL BE COMPLETED TO WITHIN 0.10-FT (+/-) OF THE PROPOSED GRADES AS INDICATED WITHIN THE PLANS PRIOR TO ALLOWMENT OF TOPSOIL OR STONE. CONTRACTOR IS ENCOURAGED TO SEQUENCE CONSTRUCTION SUCH THAT THE SITE IS DIVIDED INTO SMALLER AREAS TO PLACE STABILIZATION OF DISTURBED SOILS IMMEDIATELY UPON COMPLETION OF INDIVIDUAL SMALLER AREAS.
12. CONTRACTOR SHALL CONTACT "DIGGER'S HOTLINE" FOR LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES AND SHALL BE RESPONSIBLE FOR PROTECTING SAID UTILITIES FROM ANY DAMAGE DURING CONSTRUCTION.
13. CONTRACTOR SHALL PROTECT INLETS AND ADJACENT PROPERTIES WITH STRAW WATTLE OR APPROVED EROSION CONTROL METHODS UNTIL CONSTRUCTION IS COMPLETED. CONTRACTOR SHALL PLACE STRAW WATTLE AT DOWN SLOPE SIDE OF GRADING LIMITS.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ANY EXISTING FACILITIES OR UTILITIES. ANY DAMAGE SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
15. WORK WITHIN ANY ROADWAY RIGHT-OF-WAY SHALL BE COORDINATED WITH THE APPROPRIATE MUNICIPAL OFFICIAL PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FEES. GRADING WITHIN RIGHT-OF-WAY IS SUBJECT TO APPROVAL BY SAID OFFICIALS. RESTORATION OF RIGHT-OF-WAY IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE COST OF GRADING. RESTORATION SHALL INCLUDE ALL ITEMS NECESSARY TO RESTORE RIGHT-OF-WAY IN-KIND INCLUDING LANDSCAPING.
16. CONTRACTOR SHALL COMPLY WITH ALL CITY OF FRANKLIN AND MILWAUKEE COUNTY CONSTRUCTION STANDARDS/ORDINANCES.
17. LANDSCAPE AND TURF AREAS SHALL HAVE A MINIMUM OF 4-INCH TOPSOIL REPLACEMENT.
18. TOPSOIL BERMING SHALL ACHIEVE 90% STANDARD PROCTOR DENSITY AT 3% (+) OPTIMUM MOISTURE CONTENT.
19. SURVEY BENCHMARKS AND MAPPING HAS BEEN PROVIDED BY PEG. IN NO WAY DOES PEG WARRANT THE BASEMAP IS ALL INCLUSIVE OR REPRESENTATIVE OF ACTUAL CONDITIONS. CONTRACTOR SHALL PROVIDE CHECKS AS NECESSARY TO VERIFY THE BASEMAP CONTENT AND ACCURACY.



STRAW WATTLE

#137 060115

REVISIONS

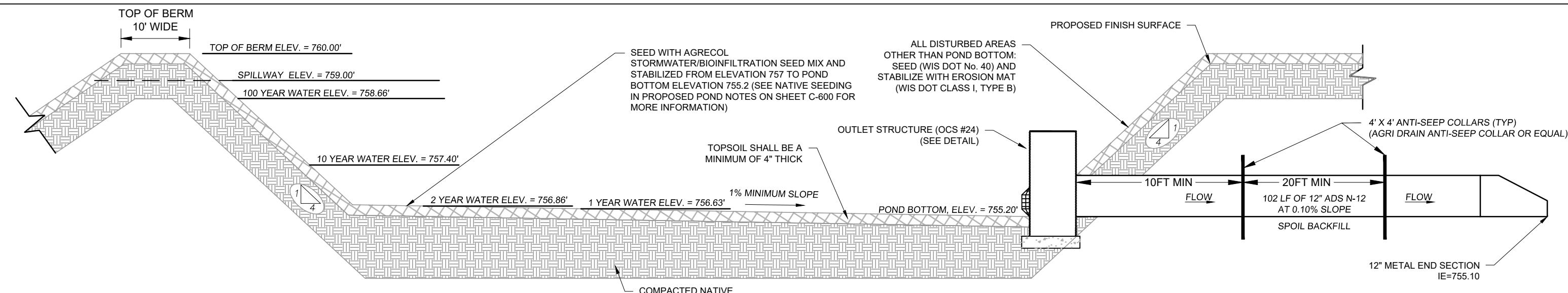
NO.	DESCRIPTION	DATE
1	ADDENDUM #1	5/9/2022
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3	CITY COMMENTS	1/23/2024

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CONSTRUCTION DETAILS

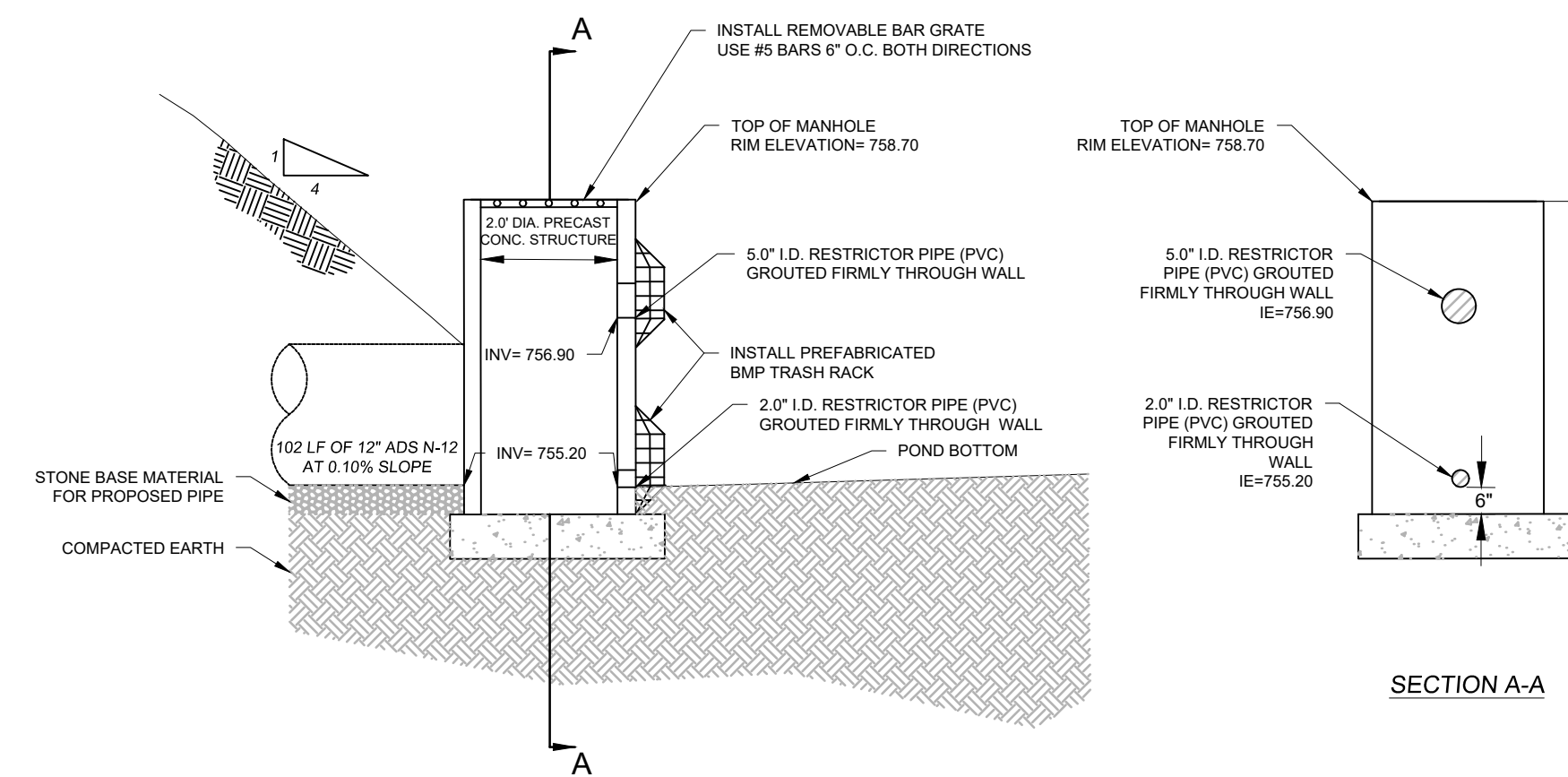
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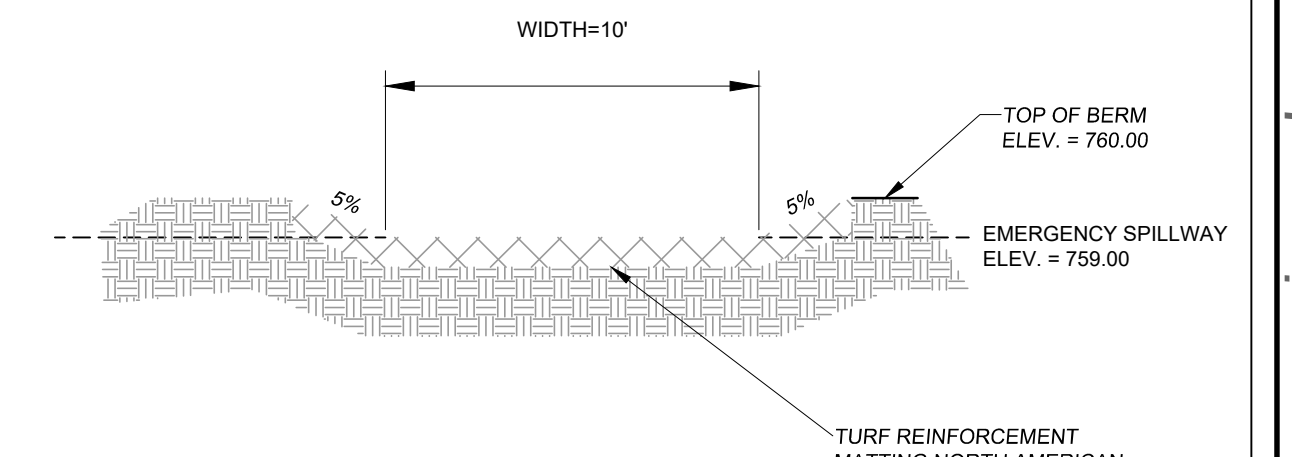
GENERAL NOTE:

1. ALL WORK TO BE CONDUCTED IN CONFORMANCE WITH THE STORM WATER MANAGEMENT PLAN FOR THE PROJECT SITE AS APPROVED BY THE REGULATORY ENGINEER OF RECORD.
2. FINAL GRADE CERTIFICATION OF THE POND BY DESIGN ENGINEER AND APPROVED BY THE CITY OF FRANKLIN IS REQUIRED FOR FINAL APPROVAL OF THE POND.

STORMWATER POND CROSS SECTION



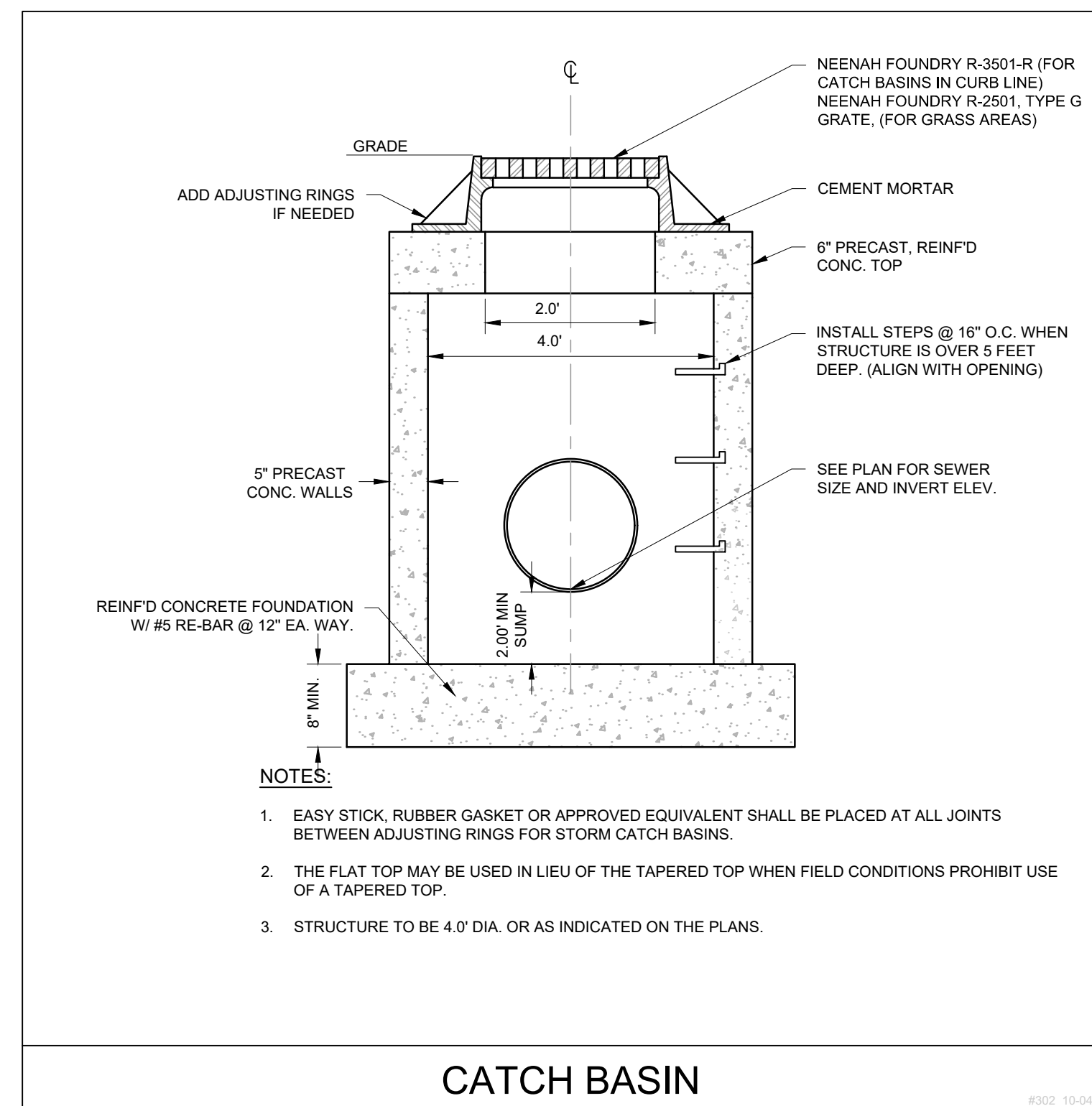
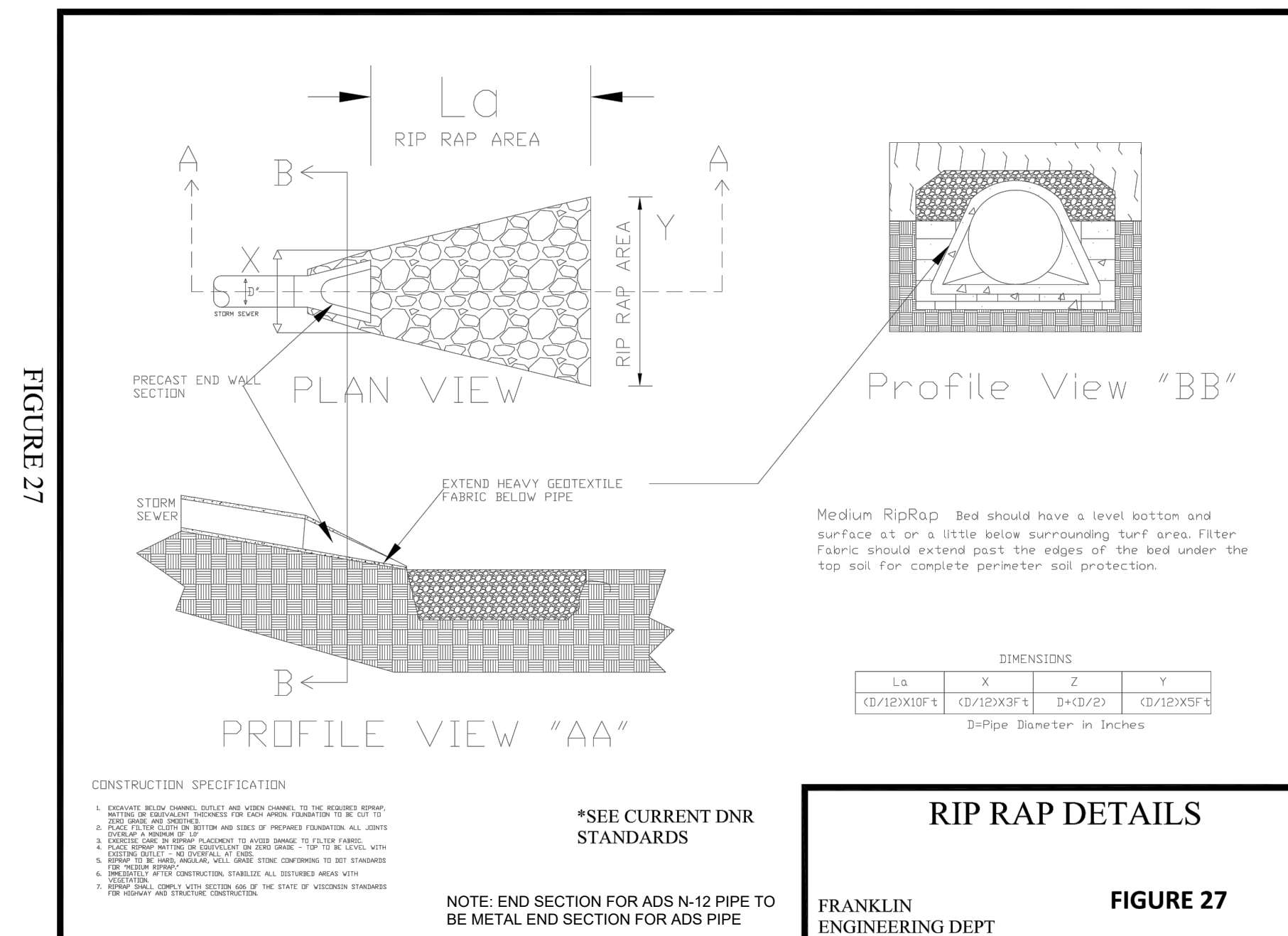
POND OUTLET STRUCTURE (OCS #24)



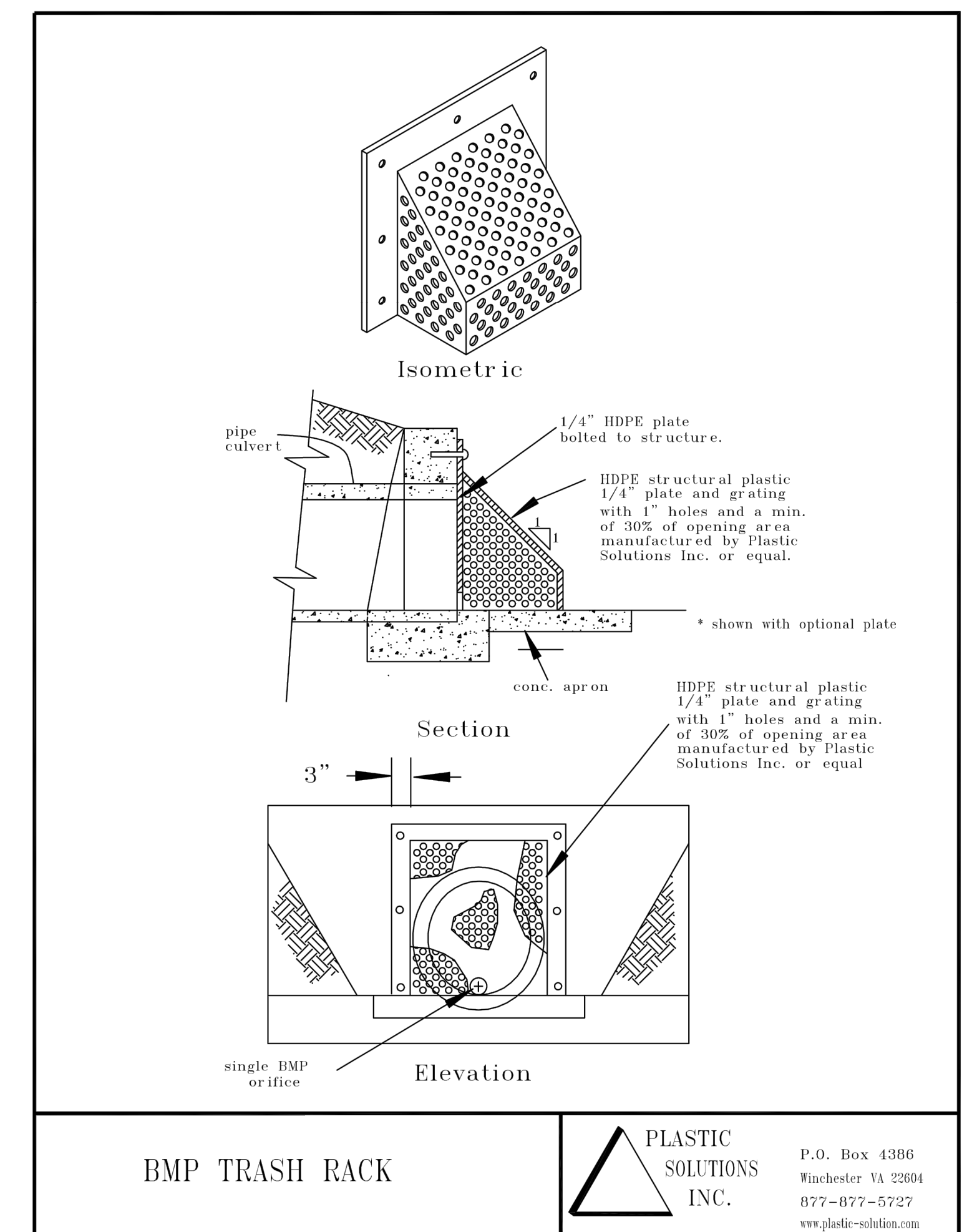
NOTES:

1. EXTEND MATTING 2' BELOW THE ELEVATION OF THE EMERGENCY SPILLWAY ON THE INSIDE OF THE POND.
2. EXTEND MATTING TO TOE OF SLOPE ON THE OUTSIDE OF THE POND.
3. MATTING SHALL BE INSTALLED IN ACCORDANCE WITH WDMR TECH STANDARD 1052.

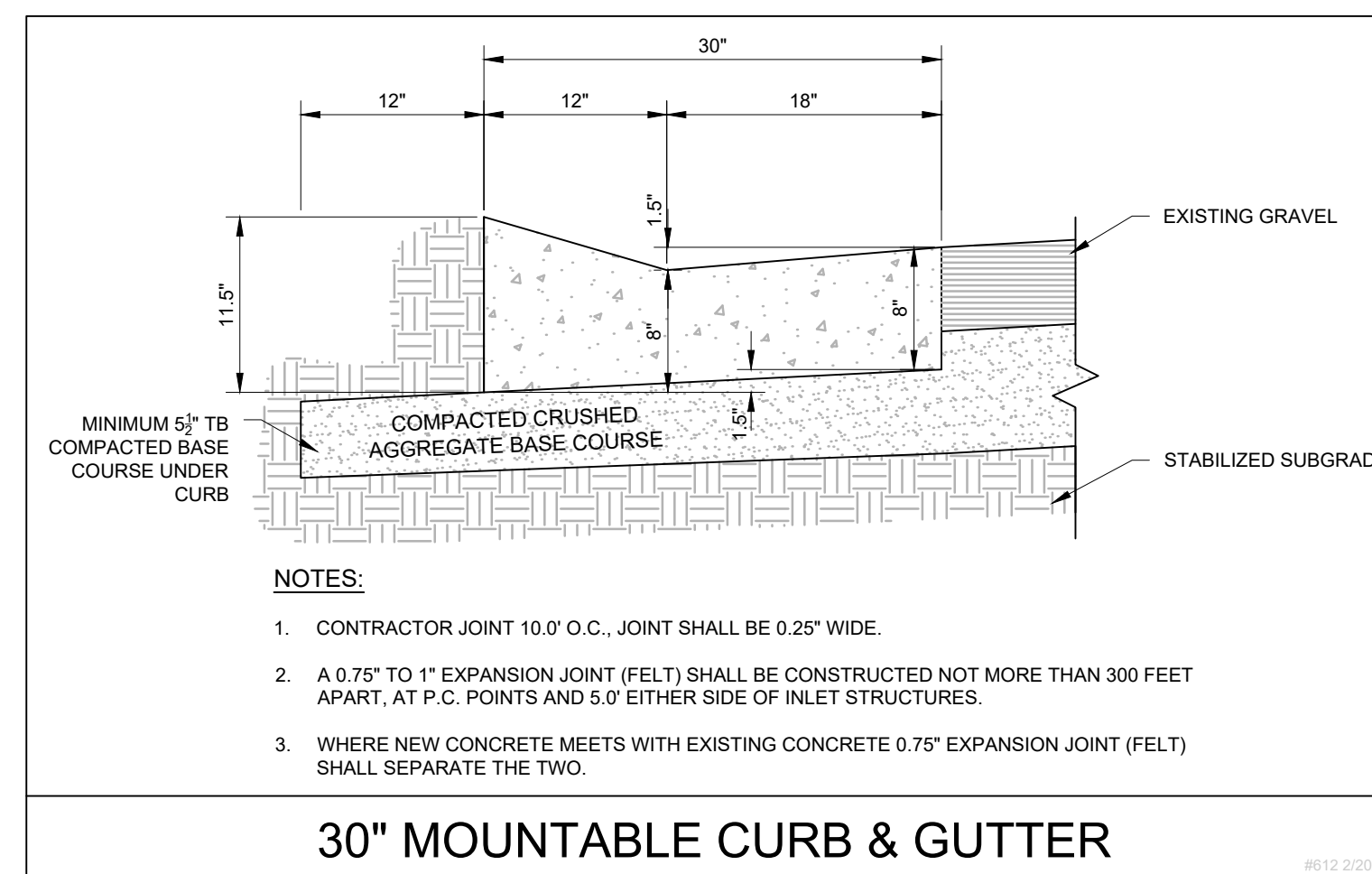
EMERGENCY SPILLWAY



CATCH BASIN



BMP TRASH RACK



30" MOUNTABLE CURB & GUTTER

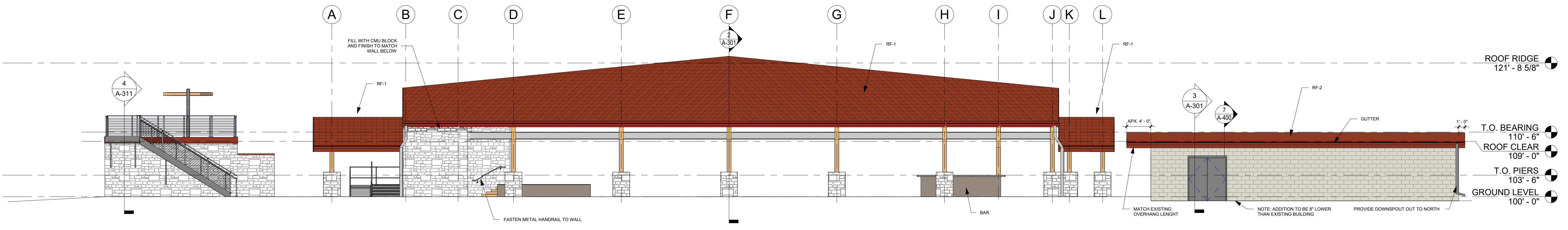


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design & consulting

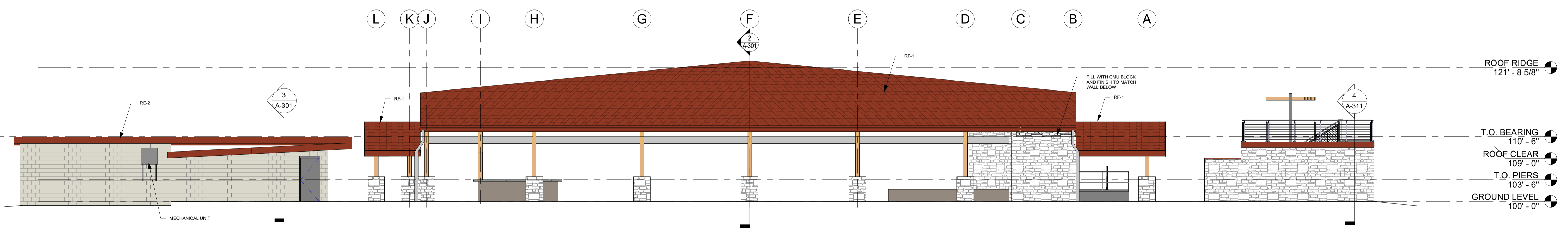
205 West Highland Avenue, Suite 303
Milwaukee, WI 53203
office: 414-271-1812
www.barrientosdesign.com

CONSULTANT

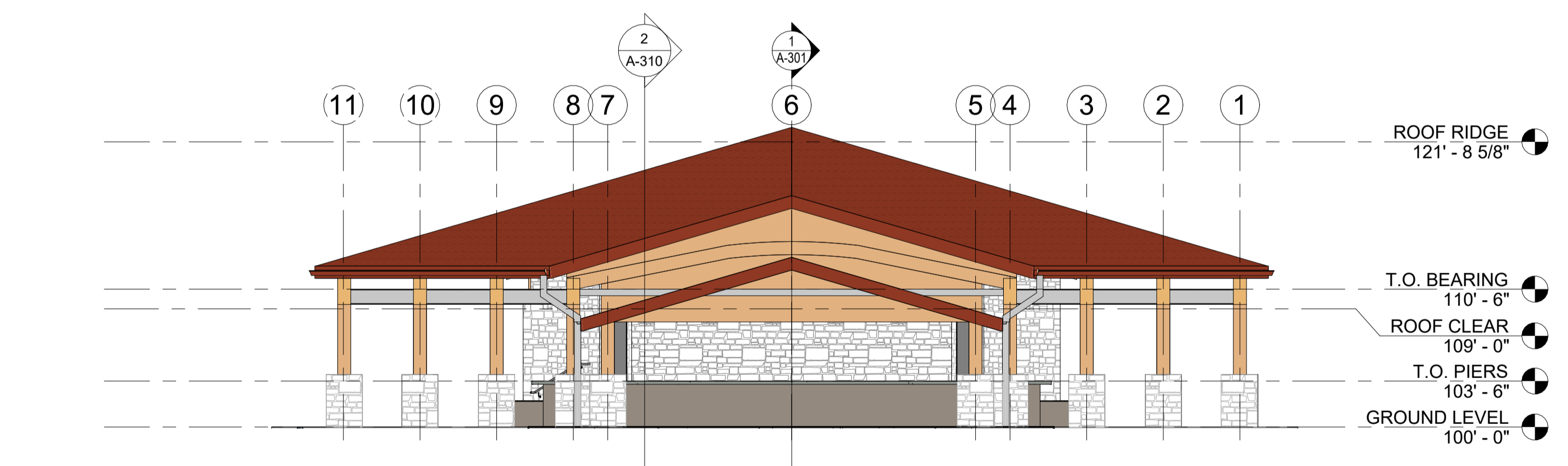
PROJECT TITLE AND LOCATION



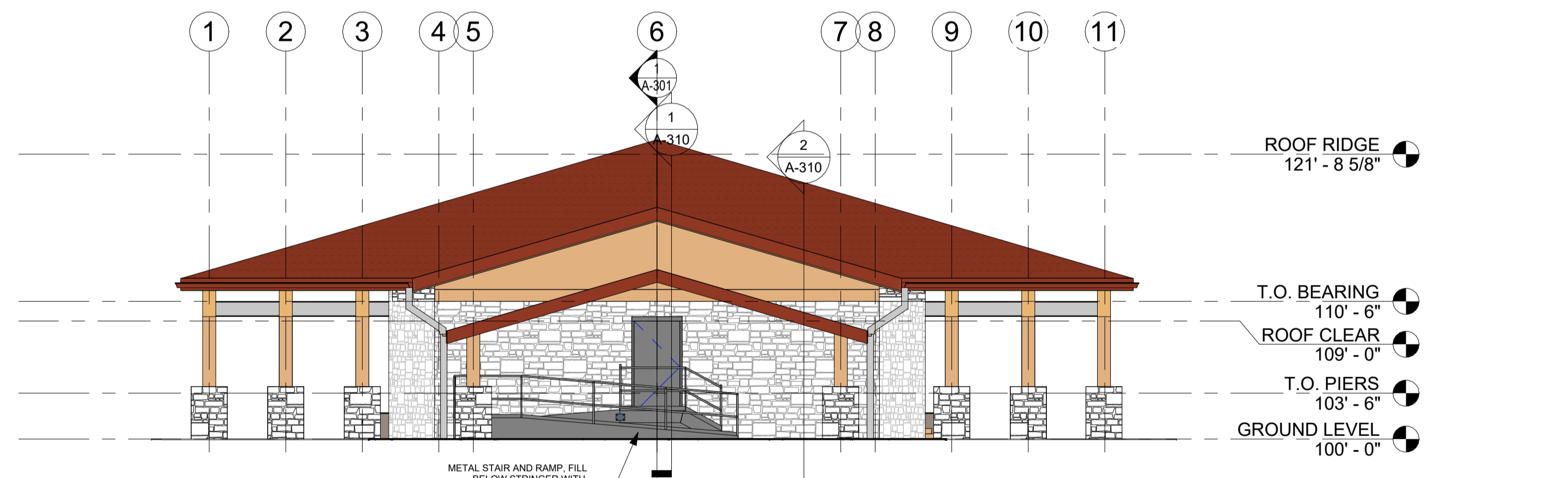
1 East
A-110/A-200 1/8" = 1'-0"



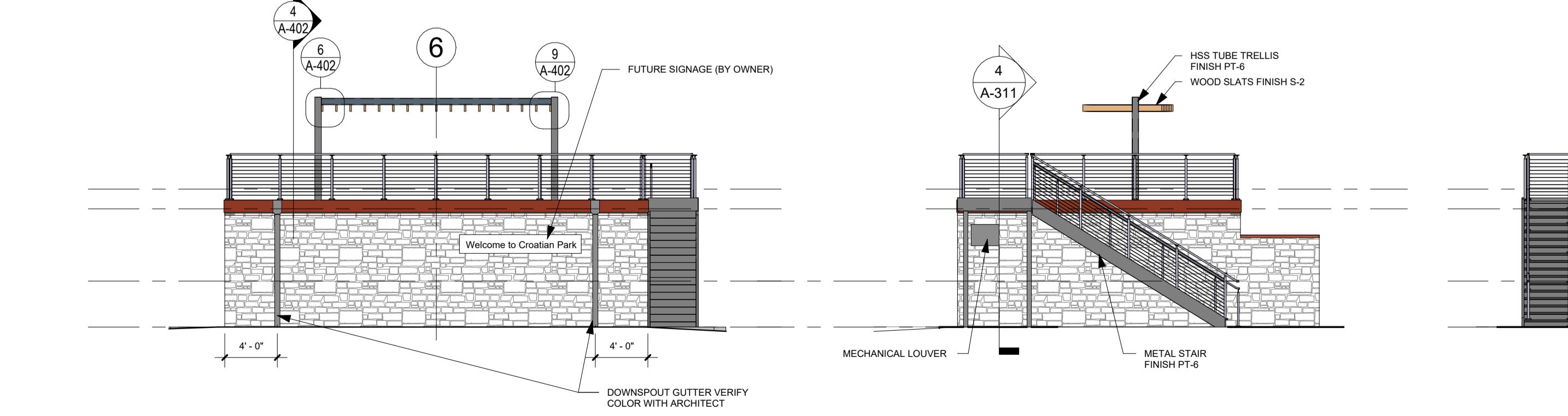
2 West
A-110/A-200 1/8" = 1'-0"



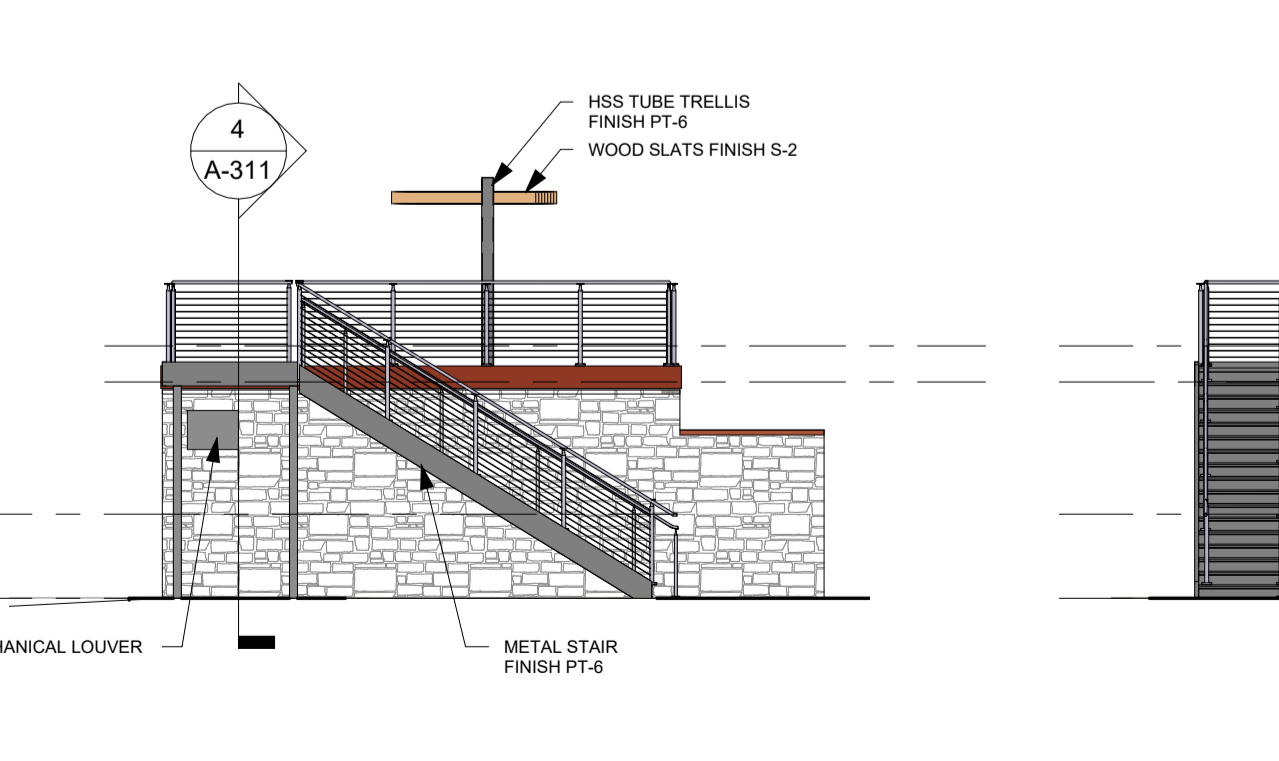
3 North
A-110/A-200 1/8" = 1'-0"



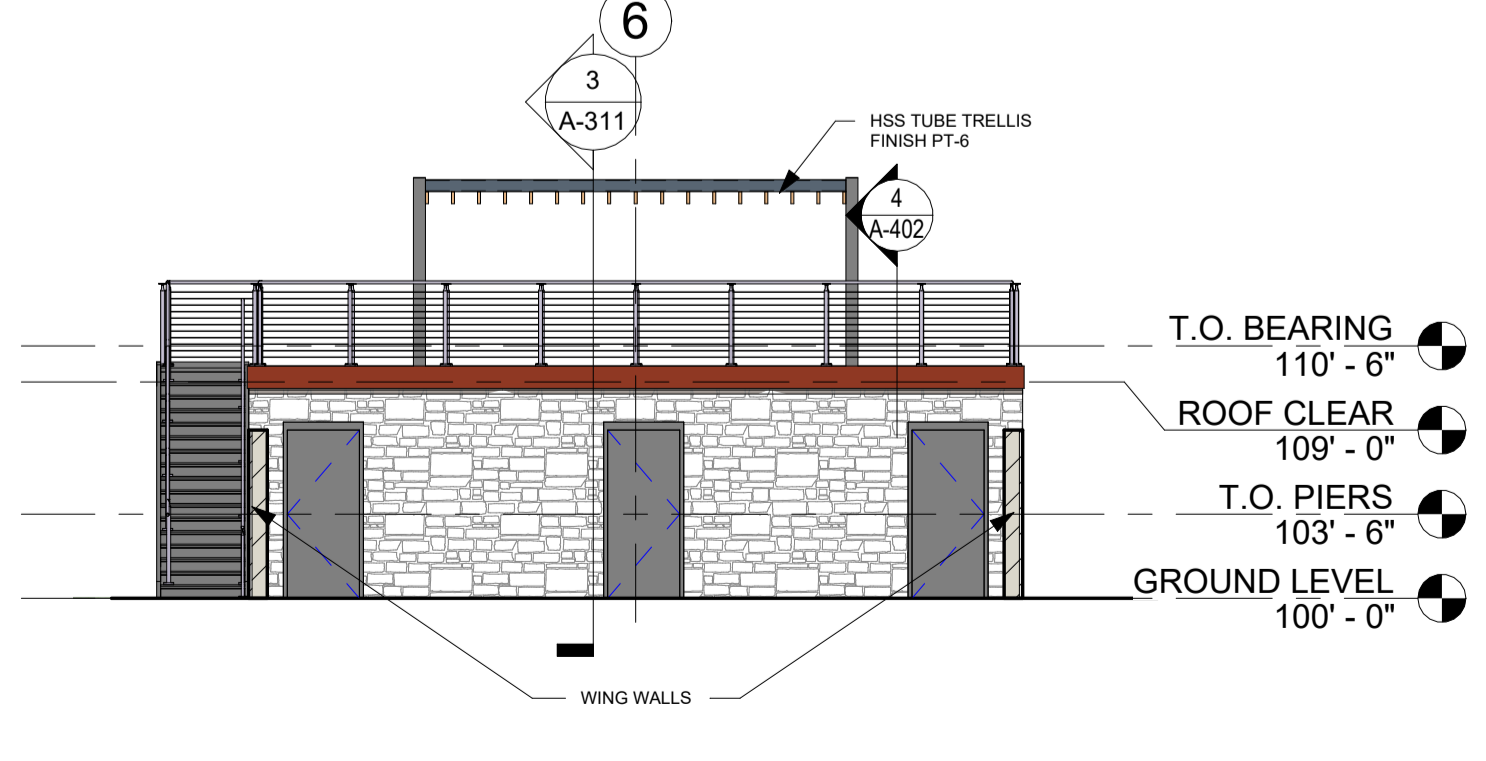
4 South
A-110/A-200 1/8" = 1'-0"



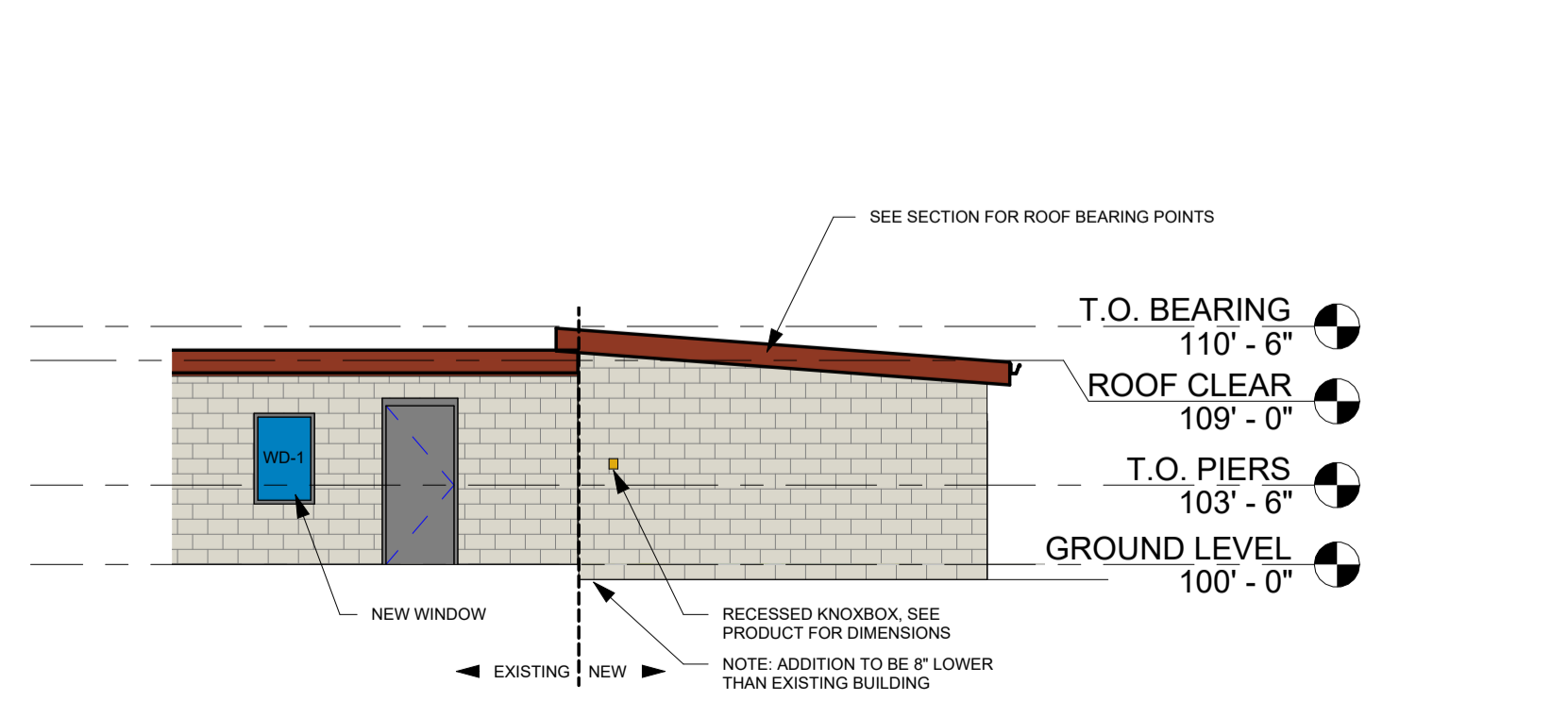
5 North - Restroom Building
A-120/A-200 1/8" = 1'-0"



6 East - Restroom Building
A-120/A-200 1/8" = 1'-0"



7 South - Restroom Building
A-120/A-200 1/8" = 1'-0"



8 North - Storage Building
A-110/A-200 1/8" = 1'-0"

Croatian Park Pavilion

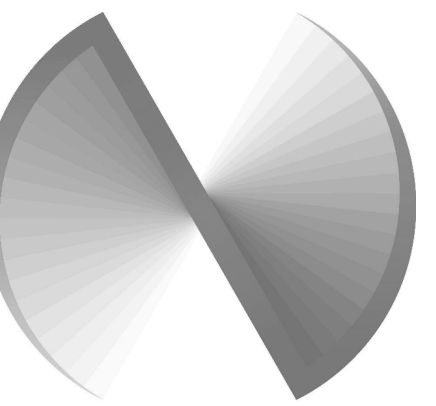
9100 S. 76th Street
Franklin, WI 53132

REVISION NO.	DATE	DESCRIPTION

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Construction Documents
BARRIENTOS DESIGN PROJECT NUMBER
50881
DATE
1.4.2024
SHEET TITLE
BUILDING ELEVATIONS
SHEET

A-200



BARRIENTOS
design & consulting
205 West Highland Avenue, Suite 303
Milwaukee, WI 53203
office: 414-271-1812
www.barrientosdesign.com

CONSULTANT
RING & DUCHATEAU
CONSULTING ENGINEERS
17400 West Capitol Drive - Brookfield, WI 53045
391 South Bluff Street, Suite 101 - Madison, WI 53703
Phone: 414.778.1700 / Fax: 414.778.2360
r-d@ringdu.com
RD Project Number: 221270.00

PROJECT TITLE AND LOCATION

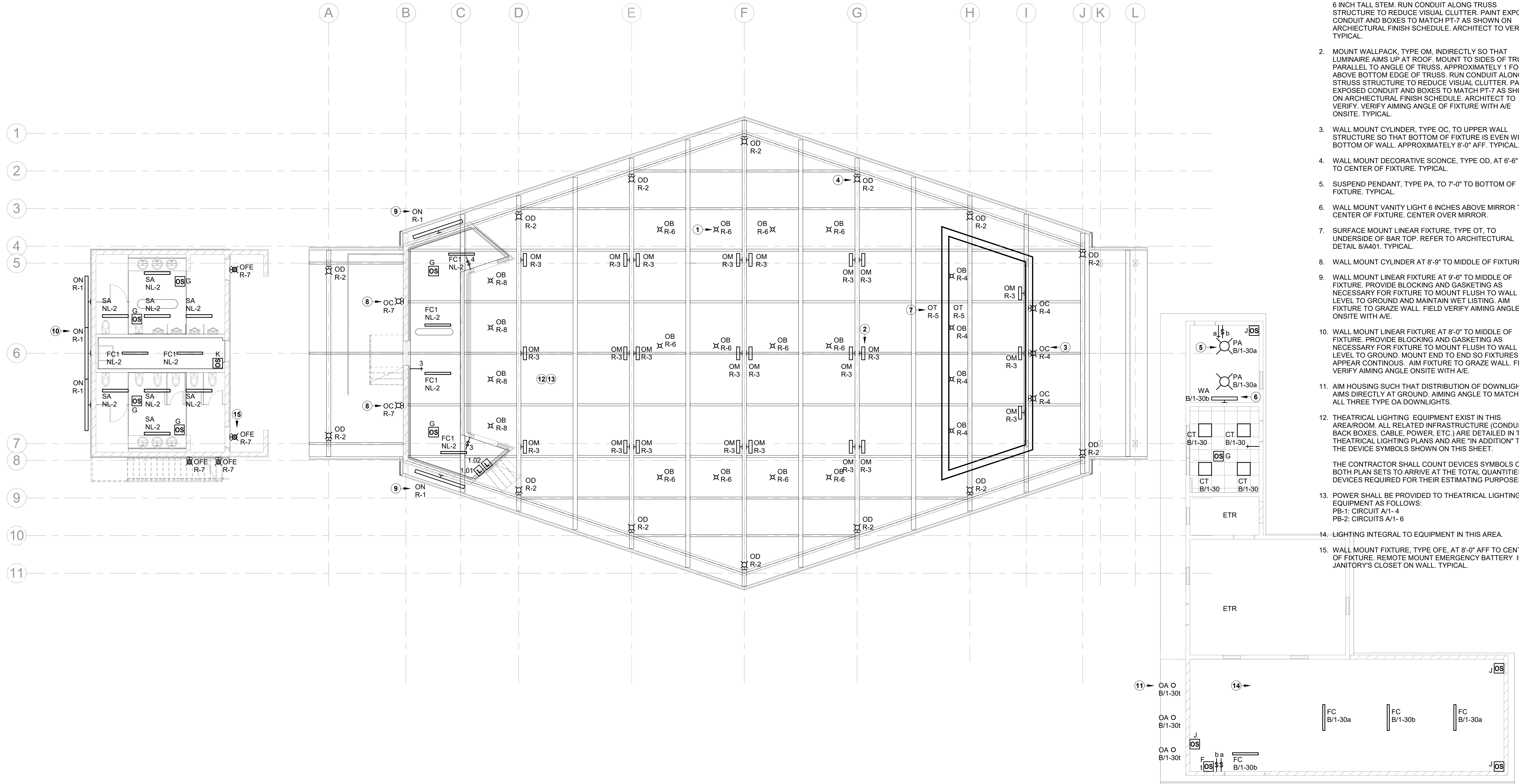
SHEET NOTES -

- REFER TO ARCHITECTURAL PLANS, ELEVATIONS, AND DETAILS FOR EXACT LOCATION OF ALL ELECTRICAL DEVICES PRIOR TO COMMENCING INSTALLATION
- CIRCUIT NUMBERS INDICATED DO NOT REFLECT THE ACTUAL POSITION OF THE CIRCUIT BREAKERS IN THE PANEL; RATHER, THE NUMBERS INDICATE WHICH DEVICES ARE CONNECTED TO A COMMON CIRCUIT.
- SERVE ALL 208/120 VOLT, NORMAL BRANCH CIRCUITS "NL" FROM PANEL "A/1", UNLESS OTHERWISE NOTED.
- "R" AS IN "R-XXX" INDICATES A RELAY CONTROL CIRCUIT FED FROM LIGHTING CONTROL PANEL LCP/1 UNLESS OTHERWISE NOTED. REFER TO LIGHTING CONTROL PANEL SCHEDULE FOR CIRCUIT AND CONTROL INFORMATION.
- WIRE ALL EMERGENCY BATTERY UNIT (EBU) LIGHTS TO UNSWITCHED LIGHTING CIRCUIT SERVING THE AREA WHERE EBU IS LOCATED.
- REFERENCE THE RESPONSIBILITY MATRIX, AND THE THEATRICAL LIGHTING CONTRACTOR SCOPE OF WORK WILL BE PROVIDED BY THE OWNER. EC IS RESPONSIBLE FOR RESPECTIVE SCOPE OF WORK.

KEYED NOTES - - ??

- SUSPEND CYLINDERS, TYPE OB, FROM CEILING OF PAVILION. FIELD CUT AND THREAD RIGID STEM TO ACHIEVE 6 INCH TALL STEM. RUN CONDUIT ALONG TRUSS STRUCTURE TO REDUCE VISUAL CLUTTER. PAINT EXPOSED CONDUIT AND BOXES TO MATCH PT-7 AS SHOWN ON ARCHITECTURAL FINISH SCHEDULE. ARCHITECT TO VERIFY. TYPICAL.
- MOUNT WALLPACK, TYPE OM, INDIRECTLY SO THAT LUMINAIRE AIMS UP AT ROOF. MOUNT TO SIDES OF TRUSS, PARALLEL TO ANGLE OF TRUSS, APPROXIMATELY 1 FOOT ABOVE BOTTOM EDGE OF TRUSS. RUN CONDUIT ALONG TRUSS STRUCTURE TO REDUCE VISUAL CLUTTER. PAINT EXPOSED CONDUIT AND BOXES TO MATCH PT-7 AS SHOWN ON ARCHITECTURAL FINISH SCHEDULE. ARCHITECT TO VERIFY. VERIFY AIMING ANGLE OF FIXTURE WITH A/E ONSITE. TYPICAL.
- WALL MOUNT CYLINDER, TYPE OC, TO UPPER WALL STRUCTURE SO THAT BOTTOM OF FIXTURE IS EVEN WITH BOTTOM OF WALL. APPROXIMATELY 8'-0" AFF. TYPICAL.
- WALL MOUNT DECORATIVE SCONCE, TYPE OD, AT 6'-6" AFF TO CENTER OF FIXTURE. TYPICAL.
- SUSPEND PENDANT, TYPE PA, TO 7'-0" TO BOTTOM OF FIXTURE. TYPICAL.
- MOUNT VANITY LIGHT 6 INCHES ABOVE MIRROR TO CENTER OF FIXTURE. CENTER OVER MIRROR.
- SURFACE MOUNT LINEAR FIXTURE, TYPE OT, TO UNDERSIDE OF BAR TOP. REFER TO ARCHITECTURAL DETAIL 8/401. TYPICAL.
- WALL MOUNT CYLINDER AT 8'-9" TO MIDDLE OF FIXTURE.
- WALL MOUNT LINEAR FIXTURE AT 9'-6" TO MIDDLE OF FIXTURE. PROVIDE BLOCKING AND GASKETING AS NECESSARY FOR FIXTURE TO MOUNT FLUSH TO WALL AND LEVEL TO GROUND AND MAINTAIN WET LISTING. AIM FIXTURE TO GRAZE WALL. FIELD VERIFY AIMING ANGLE ONSITE WITH A/E.
- WALL MOUNT LINEAR FIXTURE AT 8'-0" TO MIDDLE OF FIXTURE. PROVIDE BLOCKING AND GASKETING AS NECESSARY FOR FIXTURE TO MOUNT FLUSH TO WALL AND LEVEL TO GROUND. MOUNT END TO END SO FIXTURES APPEAR CONTINUOUS. AIM FIXTURE TO GRAZE WALL. FIELD VERIFY AIMING ANGLE ONSITE WITH A/E.
- AIM HOUSING SUCH THAT DISTRIBUTION OF DOWNLIGHT AIMS DIRECTLY AT GROUND. AIMING ANGLE TO MATCH ON ALL THREE TYPE OA DOWNLIGHTS.
- THEATRICAL LIGHTING EQUIPMENT EXIST IN THIS AREA/ROOM. ALL RELATED INFRASTRUCTURE (CONDUIT, BACK BOXES, CABLE, POWER, ETC.) ARE DETAILED IN THE THEATRICAL LIGHTING PLANS AND ARE IN ADDITION TO THE DEVICE SYMBOLS SHOWN ON THIS SHEET.

THE CONTRACTOR SHALL COUNT DEVICES SYMBOLS ON BOTH PLAN SETS TO ARRIVE AT THE TOTAL QUANTITIES OF DEVICES REQUIRED FOR THEIR ESTIMATING PURPOSES.
- POWER SHALL BE PROVIDED TO THEATRICAL LIGHTING EQUIPMENT AS FOLLOWS:
PB-1: CIRCUIT A/1- 4
PB-2: CIRCUITS A/1- 6
- LIGHTING INTEGRAL TO EQUIPMENT IN THIS AREA.
- WALL MOUNT FIXTURE, TYPE OFE, AT 8'-0" AFF TO CENTER OF FIXTURE. REMOTE MOUNT EMERGENCY BATTERY IN JANITORY'S CLOSET ON WALL. TYPICAL.



Croatian Park Pavilion

Enter address here

NO.	DATE	DESCRIPTION
1		

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SET TYPE
Construction Documents

BARRIENTOS DESIGN PROJECT NUMBER
50881

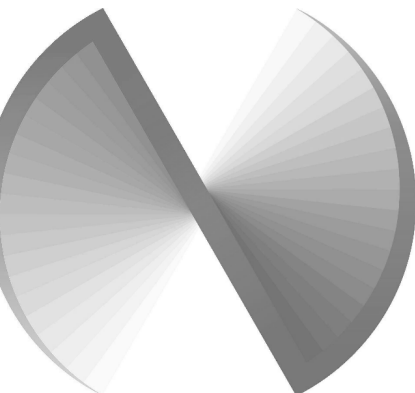
DATE
12.22.2023

SHEET TITLE
GROUND LEVEL LIGHTING PLAN

SHEET

E-200

1 | E-200 | GROUND LEVEL LIGHTING PLAN
1/8" = 1'-0"



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Phone: 414.778.1700 / Fax: 414.778.2360
r-d@ringdu.com
RD Project Number: 221270.00

PROJECT TITLE AND LOCATION

AV TAG LEGEND

DEVICE LOCATION ID → [Symbol]

ASSOCIATED BOX TYPE (REFER TO AV000 SERIES SHEETS FOR BOX TYPES USED IN PROJECT) → [Symbol]

ASSOCIATED BOX MOUNTING TYPE (SEE AV001) → [Symbol]

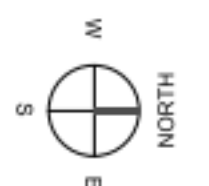
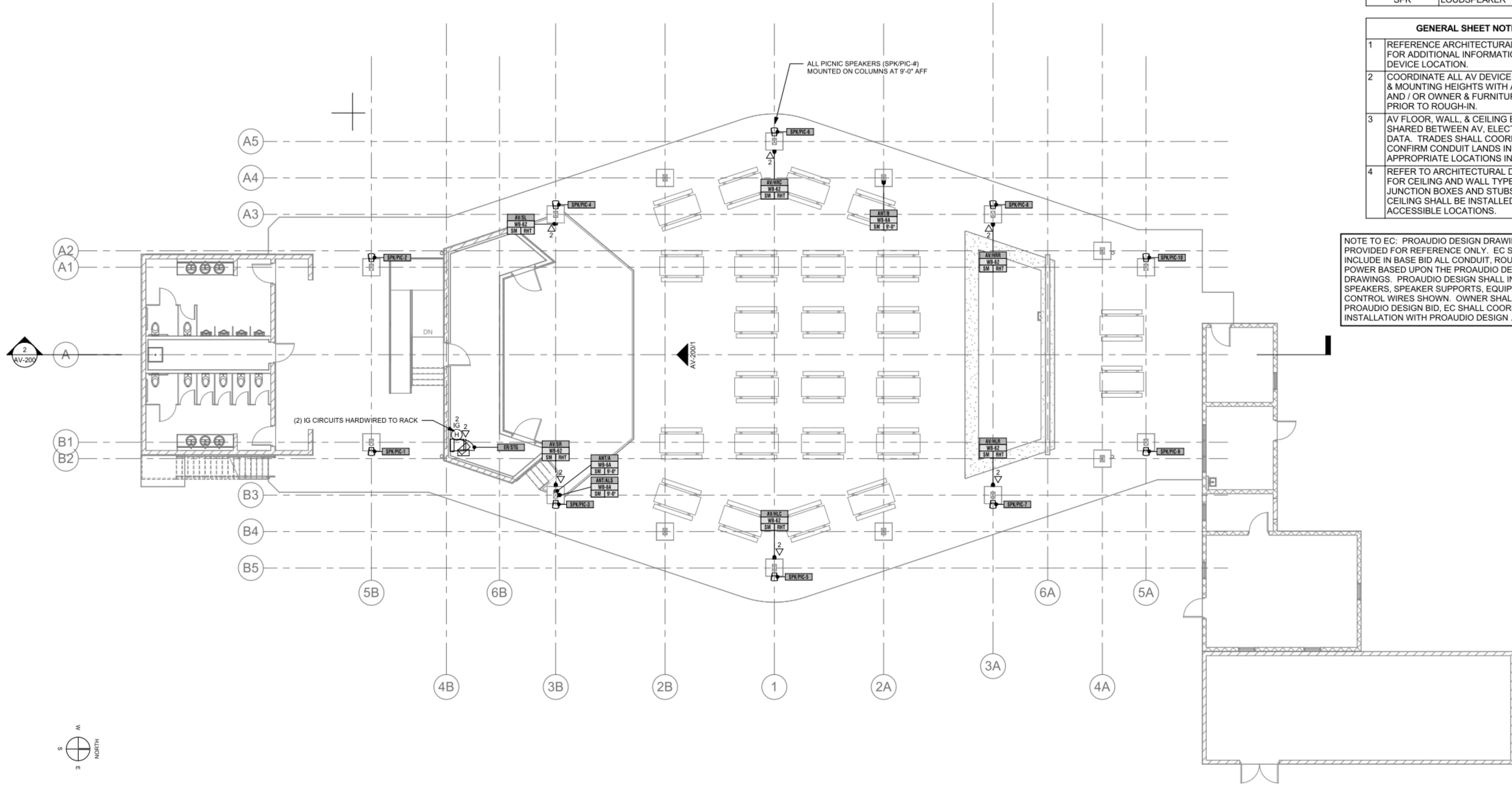
ASSOCIATED BOX MOUNTING HEIGHT (SEE AV001) → [Symbol]

AV DEVICE TYPE KEY

DEVICE TYPE	DESCRIPTION
ANT	WIRELESS ANTENNA
AV	AV I/O PANEL
ER	EQUIPMENT RACK
PS	PENDANT SPEAKER
SPK	LOUDSPEAKER

- GENERAL SHEET NOTES**
- REFERENCE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION ON DEVICE LOCATION.
 - COORDINATE ALL AV DEVICE LOCATIONS & MOUNTING HEIGHTS WITH ARCHITECT AND / OR OWNER & FURNITURE LAYOUT PRIOR TO ROUGH-IN.
 - AV FLOOR, WALL, & CEILING BOXES ARE SHARED BETWEEN AV, ELECTRICAL, & DATA. TRADES SHALL COORDINATE TO CONFIRM CONDUIT LANDS IN APPROPRIATE LOCATIONS IN AV BOXES.
 - REFER TO ARCHITECTURAL DRAWINGS FOR CEILING AND WALL TYPES. ALL JUNCTION BOXES AND STUBS ABOVE CEILING SHALL BE INSTALLED IN ACCESSIBLE LOCATIONS.

NOTE TO EC: PROAUDIO DESIGN DRAWINGS ARE PROVIDED FOR REFERENCE ONLY. EC SHALL INCLUDE IN BASE BID ALL CONDUIT, ROUGH-IN AND POWER BASED UPON THE PROAUDIO DESIGN DRAWINGS. PROAUDIO DESIGN SHALL INSTALL ALL SPEAKERS, SPEAKER SUPPORTS, EQUIPMENT AND CONTROL WIRES SHOWN. OWNER SHALL PROCURE PROAUDIO DESIGN BID, EC SHALL COORDINATE INSTALLATION WITH PROAUDIO DESIGN.



1 PAVILION GROUND LEVEL PLAN
1/8" = 1'-0"

Croatian Park Pavilion

Enter address here

NO.	DATE	DESCRIPTION

NOT FOR CONSTRUCTION

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SET TYPE
Construction Documents

BARRIENTOS DESIGN PROJECT NUMBER
50881

DATE
12.22.2023

SHEET TITLE
AUDIO VISUAL - GROUND LEVEL PLAN

SHEET

E-324

DATE
04/19/2022

SHEET TITLE
GROUND LEVEL PLAN

SHEET

AV-110



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION

Item D.2.

Meeting of February 8, 2024

Rural and Urban Areas Map Update

RECOMMENDATION: City Development Staff recommends approval of the proposed update to the map entitled “Rural and Urban Areas of the City of Franklin”.

Project Name:	Rural and Urban Areas Map Update.
Location :	Citywide
Applicant:	City of Franklin, Department of City Development
Planner:	Régulo Martínez-Montilva, AICP, CNUa

INTRODUCTION:

The “Rural and Urban Areas of the City of Franklin” map has not been updated for over 30 years, the last revision was in 1986. Below is a brief timeline since the adoption of the original map:

- 1985 - Adoption of the “Rural and Urban Areas of the City of Franklin” map (Ord. 85-860) .
- 1986 - Map revision (Resolution 86-2680).
- 1990 - Sanitary Sewer Service Area map for the City of Franklin prepared by SEWRPC (Southeastern Wisconsin Regional Planning Commission).
- 1998 - Adoption of the Unified Development Ordinance (UDO).
- 2004 - Proposed Rural and Urban Areas map revision, not approved.
- 2009 - Adoption of the 2025 Comprehensive Master Plan.

The Rural and Urban Areas map is used to regulate parking of trucks and equipment as well as raising and keeping animals per Municipal Code Section 183-68, these activities may be permitted in rural areas subject to the provisions in this section. This map should be confused with an urban growth boundary map or a sanitary sewer service area map.

Why does the Urban and Rural Areas map need an update?

- According to Municipal Code Section 183-68, “this map may be revised from time to time, by resolution passed by the City Council, to redefine the rural and urban areas as it becomes necessary”.
- The 1986 version is out of date, for example the Velo Village Apartments development is still considered “rural” per current map.
- Owners/lessees may obtain a permit to raise animals in neighborhoods that have now an urban or suburban character but are still considered “rural” per current map, for example Stonewood, Ryanwood Manor and other subdivisions.
- This map update is listed as part of the Top 20 changes to development regulations suggested by City Development staff in 2015.

How are the proposed boundaries defined?

According to the Unified Development Ordinance (UDO), an urban area is “a delineated sanitary sewer service area in conformance with an adopted areawide water quality management plan”. Therefore, City Development staff is proposing the following:

Add to urban areas:

- Areas served or close to public sanitary sewer and public water service.
- New residential subdivisions and Planned Development Districts.

Keep as rural areas:

- Areas not served by public sanitary sewer and public water service.
- Rural oriented districts or with urban development constraints, specifically: A-1 Agricultural district, A-2 Prime agricultural district, C-1 Conservancy district, FC Floodplain conservancy district, FFO Floodplain fringe overlay district, FW Floodway district, P-1 Park district, RC-1 Conservation residence district.

Legal non-conforming uses

An animal permit is required before raising and keeping animal in rural areas per Municipal Code § 183-68C(2)(a), the Department of City Development reviews and issues animal permits, such permits must be renewed annually. In 2023, the department issued one animal permit for a legal non-conforming use in the urban area, this map update won't affect this use since the parcel is already located in the urban area per the 1986 map.

Notice of change

Pursuant to Municipal Code § 183-68C(2)(c), “upon the Council's change of an area from rural to urban, the City Clerk shall cause to be published a Class 2 notice stating the change and that a permit is required for those persons wishing to keep their animals”.

Attachments

- Draft resolution redefining the rural and urban areas with proposed map as Exhibit A.
- Map depicting the current urban areas, the proposed update as well as public water and sewer lines for reference, this map is not part of the draft resolution.

STAFF RECOMMENDATION:

City Development Staff recommends approval of the proposed update to the map entitled “Rural and Urban Areas of the City of Franklin”.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 01-10-24]

RESOLUTION NO. 2024-_____

RESOLUTION REDEFINING THE RURAL AND URBAN AREAS
AS PROVIDED IN ORDINANCE NO. 85-860 REGULATING TRUCK PARKING
AND RAISING ANIMALS

WHEREAS, Section 13.19(2) of Ordinance 85-860 provides that the defined rural and urban areas can from time to time be altered by resolution as the circumstances change; and

WHEREAS, the Common Council adopted Resolution 86-2680, redefining the rural and urban areas on October 19, 1986; and

WHEREAS, the Franklin Plan Commission having reviewed the proposed map on _____, 2024, incorporated herein as Exhibit A, and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council has determined that it would be in the best interests of the City to revise the map defining the rural and urban areas of the City as defined in the attached map.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the rural and urban areas shall be redefined per the attached map as provided for in Ordinance 85-860, Section 13.19(2).

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

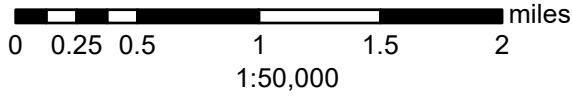
Shirley Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

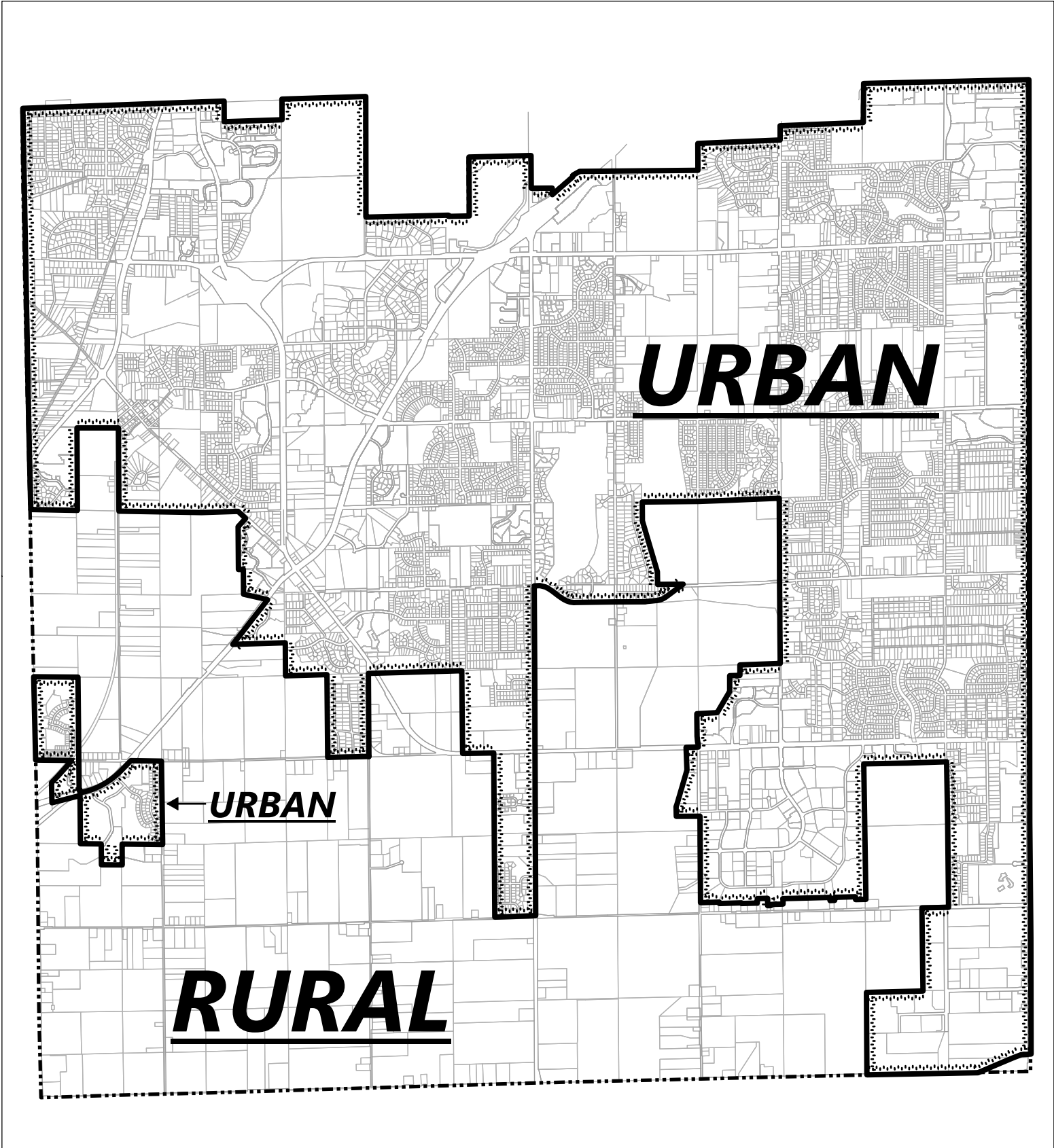


Exhibit A
RURAL AND URBAN AREAS OF THE
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN

DRAFT



DATED: 5-21-1985
REVISED: 2-19-1986
_ _ -20_






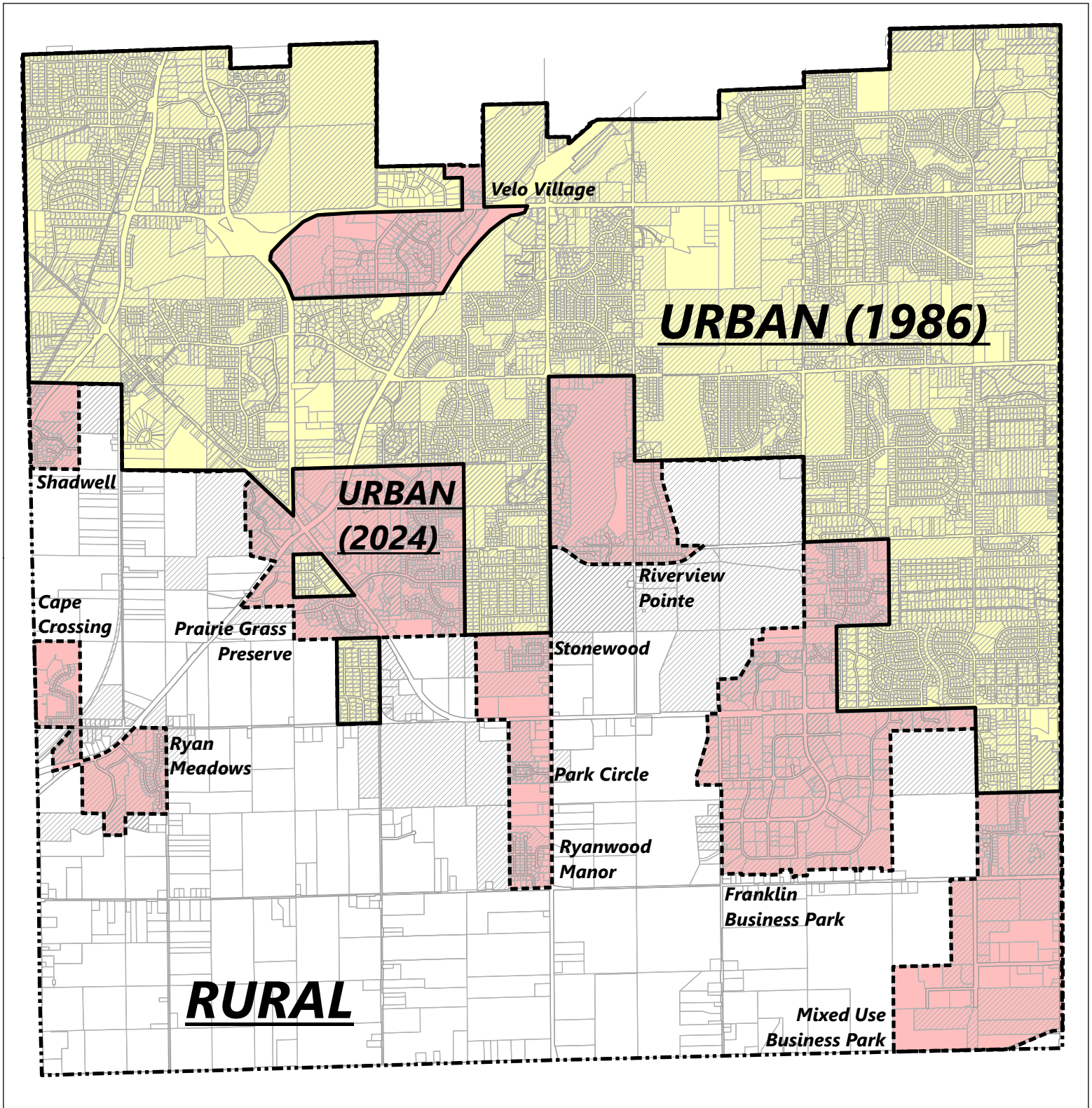
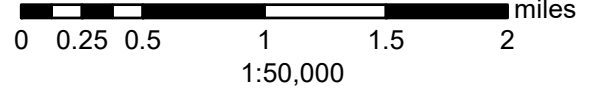
RURAL AND URBAN AREAS OF THE
CITY OF FRANKLIN
MILWAUKEE COUNTY, WISCONSIN



DRAFT

Legend

-  Urban areas (1986) Resolution 89-2680
-  Urban areas (2024) Proposed update
-  Parcels within 100 feet of a sanitary gravity main



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION No. 86- 2680

RESOLUTION REDEFINING THE RURAL AND URBAN AREAS
AS PROVIDED IN ORDINANCE 85-860 REGULATING TRUCK PARKING
AND RAISING ANIMALS

WHEREAS, Section 13.19(2) of Ordinance 85-860 provides that the defined rural and urban areas can from time to time be altered by resolution as the circumstances change, and

WHEREAS, the Franklin Plan Commission has recommended to the Common Council that the rural areas be adjusted in the vicinity of W. Rawson Ave. and S. 76th Street, and

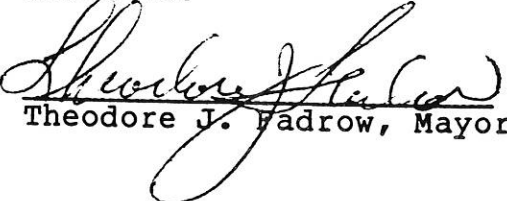
WHEREAS, the Common Council has determined that it would be in the best interests of the City to revise the map defining the rural and urban areas of the City as defined in the attached map.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the rural and urban areas shall be redefined per the attached map as provided for in Ordinance 85-860, Section 13.19(2)

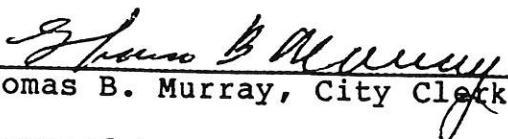
Introduced at a regular meeting of the Common Council of the City of Franklin on the 19th day of February, 1986 by Alderman Romanowicz.

Passed and adopted by the Common Council on the 19th day of February, 1986.

APPROVED:


Theodore J. Padrow, Mayor

ATTEST:


Thomas B. Murray, City Clerk

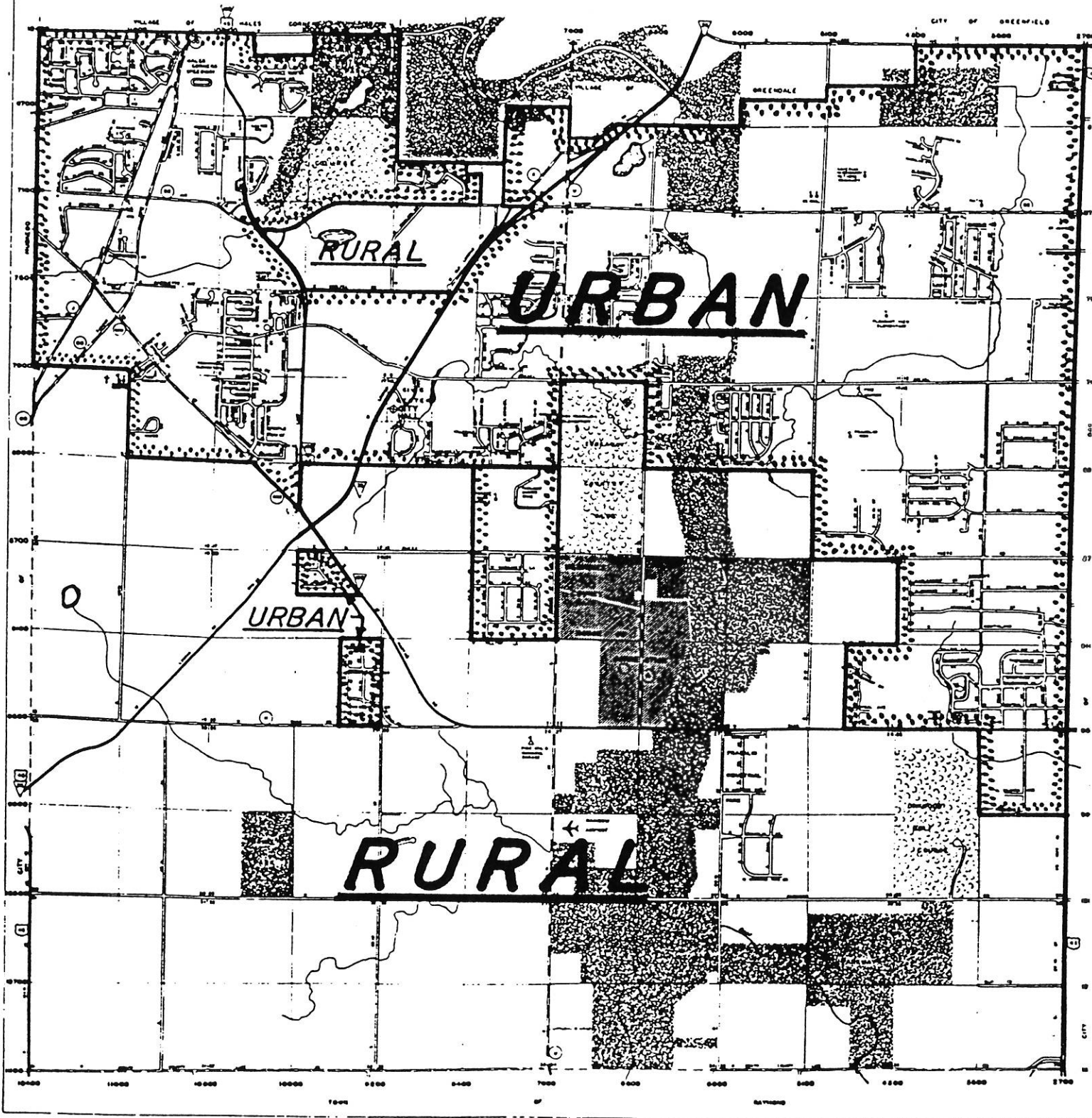
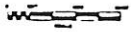
Prepared by:
Gregory P. Gregory
City Attorney

AYES 6 NOES 0 ABSENT 0

RURAL AND URBAN AREAS OF THE
CITY OF FRANKLIN

MILWAUKEE COUNTY, WISCONSIN

DATED: 5-21-85
REVISED: 2-19-86





January 18, 2024

To: Plan Commission

From: Department of City Development
Régulo Martínez-Montilva, AICP, CNUa, Principal Planner

RE: Amendment to the Plan Commission Administrative Procedures and Regulations,
specifically the meeting frequency to once a month instead of twice a month

City Development staff is presenting this amendment to change the meeting frequency to once a month instead of twice a month, and asking for direction to select either the first or third Thursday of each month. Below is Article V, Section 1 to be amended:

ARTICLE V.

Meetings

Section 1.

Policy direction from the Plan Commission to select either the first or third Thursday.

The regular monthly meeting of the Commission will be held on the Thursday following the regular Common Council meeting date of the **first and third** Tuesday of each month. In the event of a conflict with holidays or other events, a majority vote at any Commission meeting may change the date of such regular monthly meeting.

The purpose of this change is to reduce staff hours devoted to compiling packets, meeting preparation and attending meetings, as well as efficient use of commissioners’ time. For example, the Plan Commission held 21 meetings in 2023 and 11 of them had two or less items. Staff anticipates that this amendment would result in fewer but longer meetings. In case of a high volume of applications, the Mayor may call special meetings (Article V, Section 3).

Pursuant to Article X, this amendment requires “a majority vote of the entire membership of the Commission”, Common Council approval is not required for this amendment. The Plan Commission Administrative Procedures and Regulations are attached to this packet.

Wisconsin Statutes §62.23(2) authorizes municipal plan commissions to establish their own rules for conducting meetings.

THE CITY PLAN COMMISSION
OF THE CITY OF FRANKLIN, WISCONSIN

ADMINISTRATIVE PROCEDURES
AND REGULATIONS

July 11, 1996 Adopted by the Plan Commission
April 23, 1998 Revised
June 9, 2005 Revised
 , 2024 Revised

ADMINISTRATIVE PROCEDURES AND REGULATIONS

ARTICLE I. Name of Commission

The name of this operation shall be "The City Plan Commission of the City of Franklin, Wisconsin" hereinafter referred to as the "Commission".

ARTICLE II. Authorization

The authorization for the establishment of this Commission is set forth in Section 1.06(4) of the Municipal Code of Franklin, Wisconsin, as amended.

ARTICLE III. Membership

- Section 1. The Plan Commission shall consist of the Mayor who shall be its presiding officer, an alderman appointed by the Mayor and confirmed by the City Council who shall serve for one (1) year unless office becomes vacant, the City Engineer and three (3) citizens appointed for 3-year terms and one (1) citizen appointed for a 1-year term.
- Section 2. Each member of the Commission shall be entitled to one (1) vote. Voting by proxy is not permitted.
- Section 3. All members shall serve without compensation.
- Section 4. The Mayor (chair) shall preside at all meetings and hearings of the Commission, and shall have the duties normally conferred by parliamentary usage to such office.
- Section 5. The Mayor, with the assistance of such staff assigned to the Commission by the City Administrator, shall be responsible for keeping the official MINUTES and records of the Commission and shall prepare agendas for regular and special meetings and reports of Commission action, provide notice to all Commission members, arrange proper and legal notice of hearings, attend to correspondence of the Commission, as approved by same, and have such other duties as may, from time to time, be assigned by the Commission.
- Section 6. The Alderman member shall preside at all Commission functions in the absence of the Mayor, and shall have the duties normally conferred by parliamentary usage to such office, including the signing of approved Commission reports and all other documents requiring the Commission signature pursuant to state and local law. In the absence of the Mayor and Alderman member, the Mayor shall pre-designate the citizen Commission member who shall preside.

ARTICLE IV.

Subcommittees

The Mayor may establish such Commission subcommittees as deemed appropriate and appoint members thereto.

ARTICLE V.

Meetings

Section 1.

The regular monthly meeting of the Commission will be held on the Thursday following the regular Common Council meeting date of the **first and third** Tuesday of each month. In the event of a conflict with holidays or other events, a majority vote at any Commission meeting may change the date of such regular monthly meeting.

Policy direction from the Plan Commission to select either the first or third Thursday.

Section 2.

A quorum shall be four (4) members, but all actions shall require approval of a majority of the full Commission, except a motion to adjourn. A record of all Commission votes shall be kept as a part of its MINUTES.

Section 3.

Special meetings may be called by the Mayor. It shall be the duty of the Mayor to call a special meeting when requested to do so by a majority of the members of the Commission. Special meetings may be held at such times and places as shall be determined by the Commission.

Section 4.

All meetings of the Commission shall be open to the general public in accordance with the Statutes of Wisconsin (Open Meetings Act).

Section 5.

Unless otherwise specified, Robert's Rules of Order newly revised, shall govern the proceedings at the meetings of the Commission.

ARTICLE VI.

Order of Business

Section 1.

The order of business at regular monthly meetings and administrative sessions of the Commission shall be:

- a. Roll Call
- b. Approval of MINUTES of previous meeting(s).
- c. Hearings
- d. Business
- e. Adjournment

Section 2.

Agendas and other documents for all meetings shall, whenever possible, be delivered to the members of the Commission no later than the Monday preceding the regular meeting. In general, order of business shall follow the printed agendas.

ARTICLE VII.

Public Meetings Special Meetings Workshops

The Commission may from time to time hold public meetings, workshops and policy sessions which are required pursuant to state and local law, or which the Commission deems to be in the public interest.

ARTICLE VIII.

Staff

The Department of Planning of the City of Franklin, hereinafter referred to as the "Department", shall serve as the staff of the Commission, and shall assist the Mayor in the preparation and distribution of Commission MINUTES, reports, agendas, and other materials.

ARTICLE IX.

Procedure for Commission Review

Section 1.

The Commission shall review and consider all development proposals upon which they are required to take action or to make recommendations to the Mayor and City Council pursuant to applicable state and local law. Such proposals shall be referred to as "DEVELOPMENT CASES" and shall be placed on the

Commission's agenda for consideration subject to the provisions of Section 3 of this Article. The following types of Development Cases shall be reviewed by the Commission:

- a. Subdivisions, pursuant to the City Subdivision Regulations.
- b. Zoning text amendments, pursuant to the Zoning Ordinance.
- c. Planned Development Districts, pursuant to the Zoning Ordinance.
- d. Rezoning, Zoning Ordinance.
- e. Special Uses, pursuant to the Zoning Ordinance
- f. Certified Survey Maps, pursuant to the City Subdivision Regulations.
- g. Concept Review to discuss on item on a preliminary level, workshop or policy session.
- h. All other Development Cases which the Commission is required to consider pursuant to state and local law.

Section 2.

The Department shall be responsible for screening all Development Cases included under Section 1 of this Article, and for placing on the Commission's agenda only those cases which comply to the provisions of Sections 3, 4 and 5 below.

Section 3. All new Development Cases included under Section 1 of this Article must be submitted to the Department no later than 30 days prior to the regular Commission meeting, except if a shorter time frame is permitted in state or local law.

In preparing the Commission's agenda for a particular meeting, the Department will accept Development Cases, in accordance with the provisions set forth in this Section, on a first come, first served basis. Acceptable Development Cases which cannot appear on the Commission's agenda due to lack of available time or incompleteness will receive priority consideration with respect to placement on the Commission's next agenda, or when the Development Case is complete.

At all Commission meetings, the Commission reserves the right to terminate deliberation and testimony thereon at 11:00 p.m. The matter will be heard at next meeting.

Section 4. Development Cases which fail to meet the time schedule set forth in Article IX, Section 3 above, or which are unacceptable for lack of completeness in accordance with City Codes and Department Policies, shall not appear on the Commission's regular meeting agenda until the following meeting assuming a complete and acceptable application is submitted.

Section 5. All continuations or follow-up meetings with respect to Development Cases, as well as any other matter of a non-development nature, must be brought to the attention of the Department, and all supporting documentation related thereto received by the Department, in complete form and in full accord with applicable laws and regulations, no later than 12:00 noon on the Tuesday of the week preceding a Commission meeting in order to appear on the agenda for said meeting.

Section 6. After acceptance and scheduling of a Development Case in accordance with Section 3 of this Article or any agenda matter pursuant to Section 5 of said Article, a petitioner or other individual may be granted a postponement by the Department for good cause provided that such request for postponement is received by said Department no later than 9:00 a.m. on the Friday preceding the meeting in order to allow sufficient time for notification. Any requests for postponements received after the above deadline may be only granted by an affirmative vote of the Commission upon showing of adequate and good cause. A second such postponement shall only be granted under the most extreme circumstances. The Commission may postpone a review of a Development Case during a regular or special meeting, if, in the view of a majority of Commission members, filing of the Development Case to the Department is incomplete in regards to City Codes and Regulations. All postponements, if granted by the Commission, shall be scheduled for the next available date following the meeting at which such postponement is granted, or an announced future date at the general agreement of the Commission and petitioner. Applicants may request up to one 60-day postponement.

Section 7. Development Cases shall normally be considered by the Commission during their regular meetings.

Section 8.

The order of procedure for any Development Case brought before the Commission shall be as follows for a public hearing or other development cases not requiring a public hearing:

- a. The Mayor shall state the nature of the case.
- b. Department reads Official Notice and briefly introduces Development Case.
- c. The applicant shall make a presentation.
- d. Commission members may questions the applicant about the case.
- e. Department may question the applicant about the case.
- f. Public comments.
- g. Applicant response to comments.
- h. Commission discussion, direction and motion.
 - i. If Public Hearing where all reviews and analysis by City staff have been completed, City staff and the applicant have provided all needed information and records to the Plan Commission and the Public Hearing has not identified any matters requiring further consideration, the Plan Commission may take action as appropriate to the case on the night of the Public Hearing.
 - ii. If Public Hearing where the Plan Commission considers the matter not ready for action, the case may be referred to staff for such further activity as is considered appropriate to the case and be returned to the Plan Commission when the case is ready for action or further direction from the Plan Commission is needed.
 - iii. If a non-Public Hearing Development Case, a motion to recommend approval, recommend denial or continue discussion to a future meeting; or in event of a case not needing Council action, approval, denial or continuation.

Section 9.

The order of procedure for any Development Case brought before the Commission where a Public Hearing was previously held shall be as follows:

- a. Review of Department report and recommendation, and reports and recommendation of other City Staff or City Boards and Commissioners, as necessary for a particular Development Case.
- b. Commission questions and discussion.
- c. Commission motion to recommend approval, denial, or continue discussion to a future meeting.

Section 10.

In reviewing and voting upon a Development Case, the Commission shall consider the standards of the Zoning Ordinance for the particular subject matter, the Comprehensive Master Plan, all applicable state and local laws, and good planning principles. The Commission may conditionally approve or recommend conditional approve to further support the public health, safety and welfare.

Section 11.

In the event the Development Case is a Final Plat of Subdivision, with no other action, there shall not be any public input. Therefore, Article IX, Section 8, Paragraphs (f) and (g) shall not apply during the review of a Final Plat of Subdivision.

ARTICLE X.

Amendments

These Administrative Procedures and Regulations, with the exception of Articles I, II, III; Section 1, 2, 3 and 4, and Article V, Section 2 may be amended by a majority vote of the entire membership of the Commission. The aforementioned Articles can only be amended through revision of the City Code by the Mayor and Common Council.



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of February 8, 2024
Site Plan

RECOMMENDATION: City Development Staff recommends approval of the Site Plan for the Franklin Public Schools building addition and site modifications.

Project Name:	Franklin Public Schools Site Plan
Project Address/Tax Key:	8225, 8255, 8429, and 8459 West Forest Hill Avenue / 838 9978 001
Property Owner:	Franklin Public Schools
Applicant:	Andrew Chromy, Franklin Public Schools
Aldermanic District:	District 2
Zoning District:	I-1 Institutional District
Staff Planner:	Nick Fuchs, Planning Associate

Introduction

Please note:

- Recommendations are underlined, in italics and are included in the draft resolution.
- Suggestions are only underlined and are not included in the draft resolution.

The applicant has filed a Site Plan Application on behalf of Franklin Public Schools for a building addition, new parking lot, multiple youth soccer fields, chain-link and aluminum fencing, a new playground, a new storage building, walkways, and other associated site changes upon property located at 8225, 8255, 8429, and 8459 West Forest Hill Avenue.

The plans provided include several potential alternative design options as well as potential future improvements. Final design decisions by the School District will be made based upon the bids received. Note that for all bid options, staff recommends that detailed plans of any alternative bid options selected by the applicant, as shown on the plans City-stamped January 17, 2024, shall require final review and approval by the Planning Department.

Other future improvements that may be included are subject to separate review and approval as noted on the plans. These are primarily additional walking paths and boardwalks through wetland areas. Staff recommends that no improvements shall be located or constructed within protected natural resource features including but not limited to mature and young woodlands, wetlands, wetland buffers, and wetland setbacks without prior approval of a Natural Resource Special Exception.

Project Description/Analysis

Site Plan

The total site has an area of approximately 54.24 acres. The proposed site plan impacts about 7-acres of the property. According to the applicant, about 75% of the property will remain greenspace.

Staff suggests that the 6' black vinyl chain-link fence with slats be replaced with a decorative aluminum fence matching the fencing around the playground area. Staff is not objecting to the fence height of six feet.

Building Addition

The building addition is for a Community education and recreation addition to the existing district office building at 8255 W. Forest Hill Avenue. The addition is located on the west side of the existing building. It has an area of 13,976 square feet. A potential alternate addition is also shown, which has an area of 1,662 square feet. If included, the total new building area will be 15,638 square feet.

The building materials include brick, split face concrete masonry unit (CMU), and metal wall panels.

Proposed Parking Lot

The new parking lot, located to the west of the addition, contains 122 parking stalls. Based upon the size of the addition and the soccer fields, the Standard Parking Ratio of the UDO suggests an additional 110 parking spaces.

Considering this is a public school district use, and that the above suggested quantity does not consider the playground and walking trails, staff does not object to the proposed quantity of parking provided.

All drive aisle widths and parking space dimensions meet UDO minimum standards.

Natural Resource Protection Plan

A Natural Resource Protection Plan was completed by the applicant, and an overall NRPP map provided within the Plan Commission packets. The site contains mature and young woodlands, wetlands, and associated wetland buffers and setbacks.

The applicant is proposing to eliminate 30% of mature woodlands and 50% of young woodlands onsite, which is the maximum allowed disturbance per the UDO.

In 2017, at the time the school on the property was developed, Franklin Public Schools recorded a Conservation Easement. As part of this project, the natural resources were delineated on the properties more recently acquired by the school as well as re-delineated within the current project area.

The 2017 NRPP showed a wetland adjacent to the administration building; however, that wetland no longer exists on the property. Note that this was reviewed by a Wisconsin Department of Natural Resources Assured Delineator. As such, *a revised Conservation Easement shall be reviewed and approved by the Common Council and recorded with the Milwaukee County Register of Deeds, prior to any land disturbing activities.*

Landscaping

The required number of plantings is based upon the proposed parking, plus a 20% increase as there are adjacent residential uses. The applicant has provided a table on the Landscape Plan that accurately summarizes the quantity of plantings required. This is being met by providing both new plantings as well as requesting credit of existing plantings.

The applicant has focused plantings along the west property line to provide a buffer between the soccer fields and the abutting single-family uses. Plantings have also been included in front of the proposed chain-link fencing to screen the fence and storage building. A row of plantings is also included along Forest Hill Avenue in front of the proposed addition.

Lighting

There are 15 light poles included within and around the perimeter of the new parking lot. These lights have a peak height of 25-feet and match the existing light poles at the school. Light levels are less than one footcandle at the property line. Building lights are mounted at a height of 12-feet. There is a light on the storage building as well. The parking lot and building lights are not dimmable. Note the soccer fields are not illuminated.

It should be considered that there are abutting single family uses, including across the street. The applicant has noted that the lights are full cut-off similar to the existing middle school. Staff did have a concern with the visibility of the light source from residential properties, particularly the light pole nearest Forest Hill Avenue along the entrance drive. However, as the lighting is consistent with the existing light poles onsite and finding no lighting complaints on file, staff does not object to the Lighting Plan as proposed.

Staff did express this concern and the applicant forwarded the response below from their light designer, which provides some additional details on the light design.

In lighting design, we use a BUG (Backlight – Uplight – Glare) rating to classify the optical quality of the luminaire. The Glare rating portion of this classification ranges from 0-5, with 0 representing a luminaire that has no calculated glare and 5 representing high glare. It's very rare to find an area light with a glare rating of zero due to the lumen packages, distributions, and mounting height they must be provided in these luminaires. The area lights used at Franklin have a Glare rating of 1, so I do not have any concerns about Glare being an issue for the neighboring properties, especially since the majority of our luminaires do not face or direct light in the direction of the residential properties. We are also providing backlight shields on the (2) area lights closest to the neighboring residential properties to help further cut off/block any light that would try to spill in that direction.

Additionally, the Franklin Exterior Lighting Ordinance requires that the luminaires be total cutoff if they are not shielded. This means that there is no illumination above 90 degrees from Nadir and that the number of lumens at or above 80 degrees does not exceed 10% of the total lamp lumens. The luminaires we have on the Franklin project meet this requirement. Pretty much this means that we are controlling the light so that it is entirely directed at the ground and there is minimal to no contribution to sky glow. Since our luminaires meet this total cut off requirement, the only other Franklin Exterior Lighting Ordinance codes we are required to follow are providing <4 foot-candles of illumination (we are calculating 2 foot-candles maximum) and a maximum permitted luminaire height of 50 feet (our poles are 25ft). We did consider lowering the pole height to 20ft however in doing so would require us to increase the quantity of area pole lights on the site and we were then having difficulty meeting the <4 foot-candle maximum illumination.

The Franklin Exterior Lighting Ordinance also has a maximum foot-candle level at the property line at the property line of <4 foot-candles. Even with the additional 45ft of ROW we have a light level of 1 foot-candle maximum.

The area lights being provided at Franklin will match the area lights provided at the middle school a few years back. The wall packs different from the schools, only reason being so that they can better match the architecture of the new CERC building and we do not require the high lumen packages at the CERC.

Playground

The playground is located adjacent to Forest Hill Avenue, between the new parking lot and smaller soccer fields. It includes a poured rubber surface and is enclosed by a 4' aluminum fence.

Note there is an alternative bid to replace the playground with another soccer field.

Soccer Fields

There are multiple soccer fields proposed at different sizes and configurations. Again, these soccer fields are not illuminated. A field does directly abut residential uses.

The applicant has noted that the soccer fields will be irrigated with use of a nearby fire hydrant. Staff recommends Engineering Department approval be granted, prior to the use of that fire hydrant to irrigate the soccer fields.

Storage Building

The proposed storage building is 26' x 50' (1,300 square feet) and located adjacent to W. Forest Hill Avenue within the side yard of the property. The building is setback about 52-feet from the front property line.

Staff suggested that the storage building be located to the south of the soccer fields, opposed to the closer proximity to the road.

The applicant indicated the proposed location is preferred per their response to staff comments below.

“The school district prefers the storage building to be located on the north side of the soccer fields for the following reasons:

- (1) Central access to fields & proximity to irrigation hydrant.
- (2) Paved access to storage building from the parking lot, even if alternates are not approved.
- (3) Building light at door entry will face away from neighbors/street.
- (4) Located 52 feet away from street and will have obscured view from the street due to the proposed privacy slat fence and landscaping.
- (5) Obstructed by mature landscape buffer to the west.”

Staff also suggested that metal not be utilized as a primary building material if located adjacent to Forest Hill Avenue. The applicant's response to that comment is also below.

The architect has added a separate color wainscoting for the base of the wall (still maintaining all metal panel). Additionally, note that a landscape buffer/screen and a slatted privacy fence are proposed along W. Forest Hill Avenue. Additionally, an existing mature landscape buffer is located west of the proposed building location. These elements will heavily obscure view of the proposed storage building from the street. This storage building is planned to be a simple prefabricated metal structure to help mitigate budget concerns.

Storm water Management

Staff recommends that final approval of grading, erosion control, storm water management, and utilities, as may be applicable, be granted by the Engineering Department prior to any land disturbance activities.

Staff Recommendation

City Development Staff recommends approval of the Site Plan application, subject to the conditions contained within the attached draft resolution.

RESOLUTION NO. 2024-_____

A RESOLUTION APPROVING A SITE PLAN FOR THE
CONSTRUCTION OF A BUILDING ADDITION, SOCCER FIELDS,
PLAYGROUND, DETACHED STORAGE BUILDING, PARKING
LOT, LANDSCAPING, AND LIGHTING UPON PROPERTY
LOCATED AT 8225, 8255, 8429, and 8459 WEST FOREST HILL
AVENUE
(BY FRANKLIN PUBLIC SCHOOLS,
APPLICANT/PROPERTY OWNER)

WHEREAS, Franklin Public Schools, having petitioned the City of Franklin for the approval of a Site Plan for the construction of a building addition, soccer fields, playground, detached storage building, parking lot, landscaping, and lighting, upon property located at 8225, 8255, 8429, and 8459 West Forest Hill Avenue, zoned I-1 Institutional District. The property which is the subject of the application bears Tax Key No. 838 9978 001.

WHEREAS, the development proposes a building addition, soccer fields, playground, detached storage building, parking lot, landscaping, and lighting, and the Plan Commission having reviewed such proposal and having found same to be in compliance with the applicable terms and provisions of §15-3.0312 I-1 Institutional District of the Unified Development Ordinance and in furtherance of those express standards and purposes of a site plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan for Franklin Public Schools dated January 17, 2024, as submitted by Franklin Public Schools, as described above, be and the same is hereby approved, subject to the following conditions:

1. Franklin Public Schools, successors and assigns and any developer of the Franklin Public Schools project 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 Franklin Public Schools project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon Franklin Public Schools and the Franklin Public Schools project for the property located at 8225, 8255, 8429, and 8459 West Forest Hill Avenue: (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

FRANKLIN PUBLIC SCHOOLS - SITE PLAN

RESOLUTION NO. 2024-_____

Page 2

the project to be developed and as presented for this approval.

3. The Franklin Public Schools project shall be developed in substantial compliance with the plans dated January 17, 2024.
4. Detailed plans of any alternative bid options selected by the applicant, as shown on the plans City-stamped January 17, 2024, shall require final review and approval by the Planning Department.
5. No improvements shall be located or constructed within protected natural resource features including but not limited to mature and young woodlands, wetlands, wetland buffers, and wetland setbacks without prior approval of a Natural Resource Special Exception.
6. A revised Conservation Easement shall be reviewed and approved by the Common Council and recorded with the Milwaukee County Register of Deeds, prior to any land disturbing activities.
7. Engineering Department approval shall be granted, prior to the use of the fire hydrant to irrigate soccer fields.
8. Final approval of grading, erosion control, storm water management, and utilities, as may be applicable, shall be granted by the Engineering Department prior to any land disturbance activities.

BE IT FURTHER RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Master-Halco, Inc. development as depicted upon the plans dated January 17, 2024, attached hereto as Exhibit A and incorporated herein, shall be developed and constructed within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin; and the Site Plan for the property located at 8225, 8255, 8429, and 8459 West Forest Hill Avenue, as previously approved, is amended accordingly.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this 8th day of February, 2024.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this 8th day of February, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

FRANKLIN PUBLIC SCHOOLS - SITE PLAN
RESOLUTION NO. 2024-_____

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Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

FRANKLIN PUBLIC SCHOOLS - SITE PLAN

RESOLUTION NO. 2024-_____

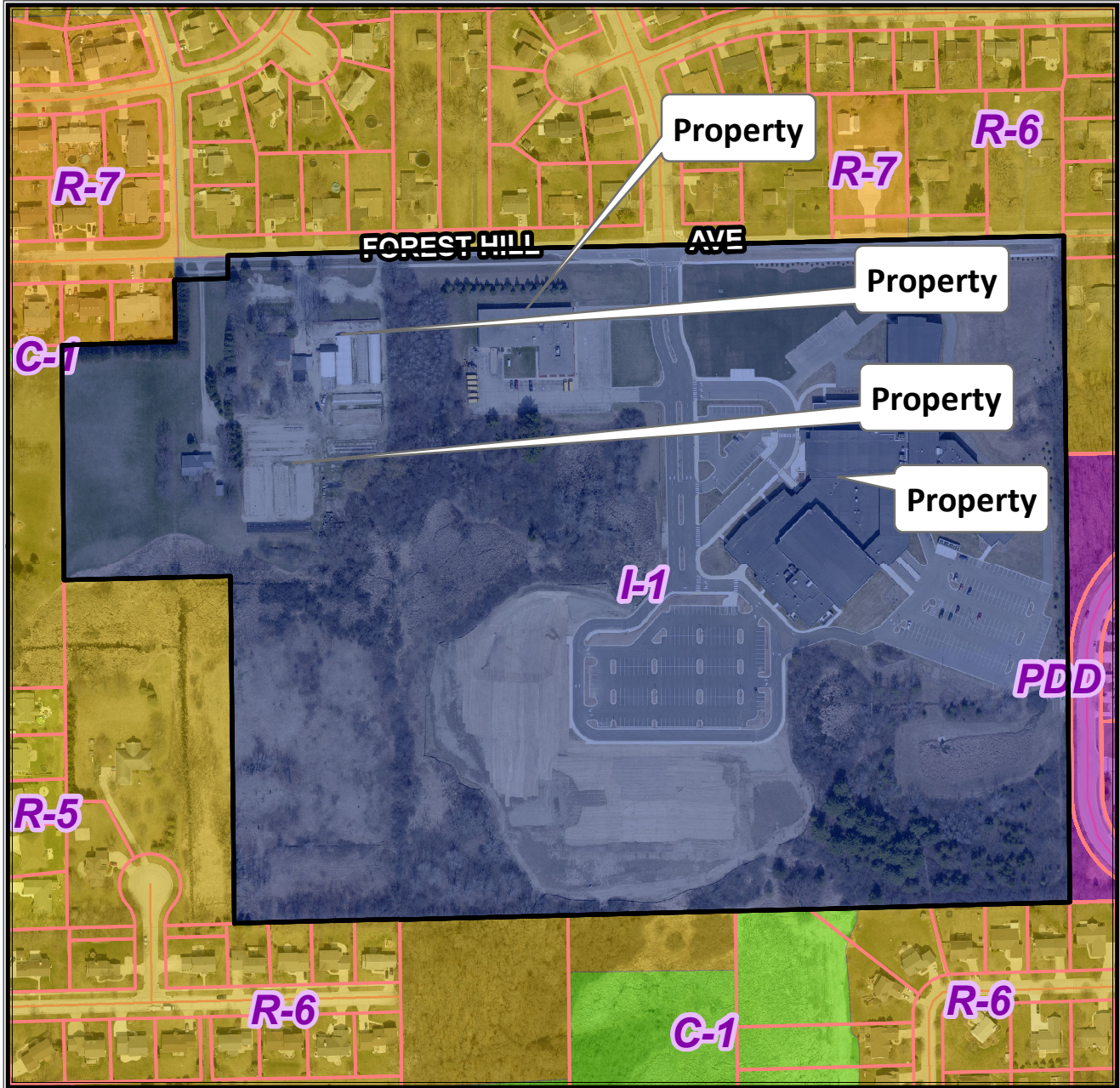
Page 4

EXHIBIT A

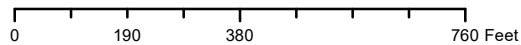
PLANS DATED _____

ATTACHED HERETO

8429, 8459, 8225 & 8255 W. Forest Hill Ave.
TKN: 838 9978 001

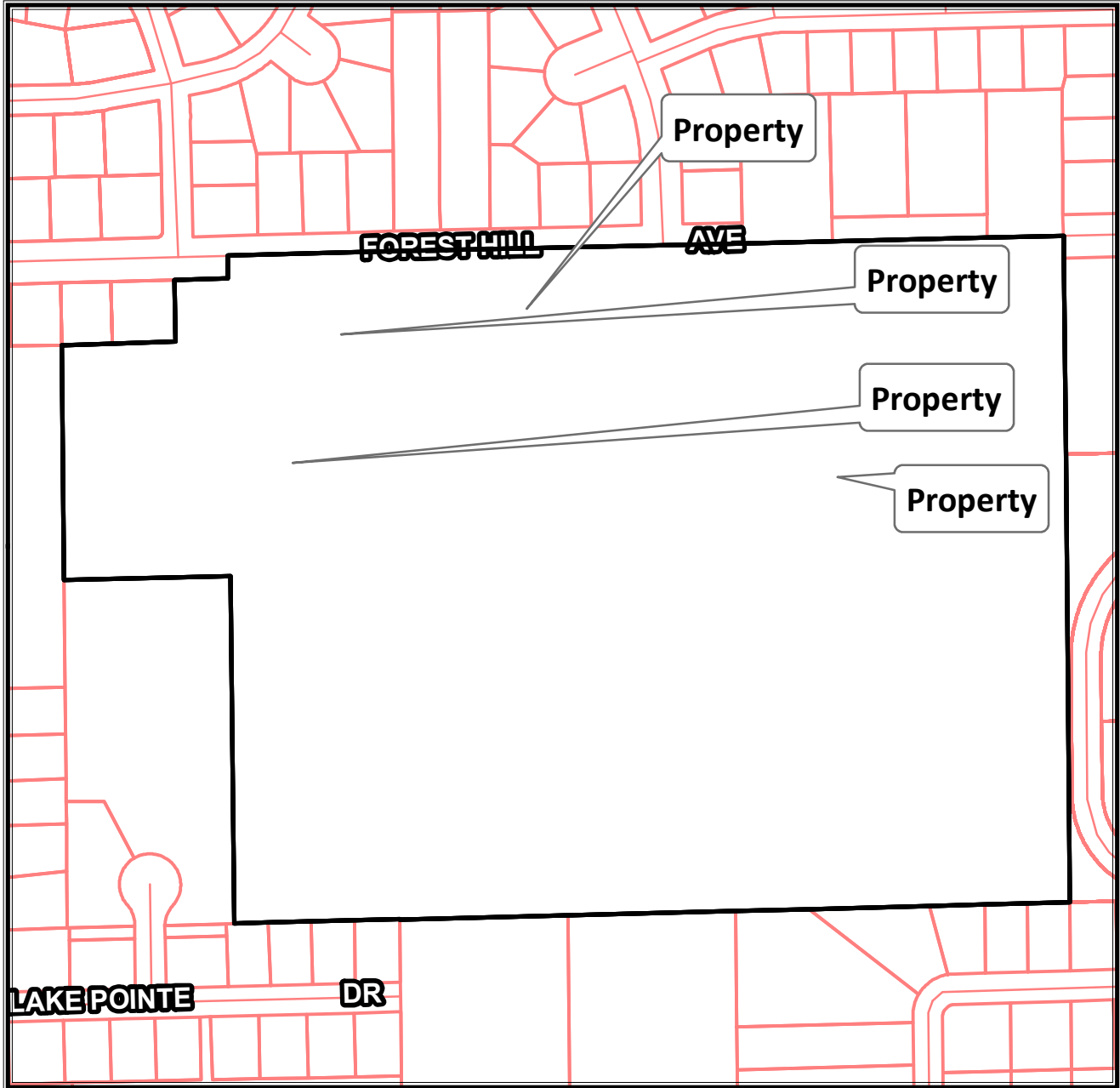


Planning Department
(414) 425-4024

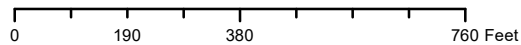


This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

8429, 8459, 8225 & 8255 W. Forest Hill Ave.
TKN: 838 9978 001



Planning Department
(414) 425-4024



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.





Point of Beginning

4941 Kirschling Court, Stevens Point, WI 54481
1497 6th Street - Suite C, Green Bay, WI 54304

Franklin Public School
Community Education and Recreation Center
11/1/2023

Project Description:

Legal Description: Being a part of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and all of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the West $\frac{1}{4}$ corner of Section 16, Township 5 North, Range 21 East; Thence N $88^{\circ}27'55''$ E along the North line of the Southwest $\frac{1}{4}$ of said Section 16, 2324.22 feet to the point of beginning (POB) of the parcel to be described; Thence continuing N $88^{\circ}27'55''$ E along said North line, 330.00 feet to the Center $\frac{1}{4}$ corner of said Section 16; Thence N $88^{\circ}41'25''$ E along the North line of the Southeast $\frac{1}{4}$ of said Section 16, 1328.67 feet to the Northeast corner of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 16; Thence S $00^{\circ}32'07''$ E along the East line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 16, 1321.89 feet to the Southeast corner thereof; Thence S $88^{\circ}33'02''$ W along the South line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 16, 1328.90 feet to the Southwest corner thereof; Thence S $88^{\circ}29'03''$ W along the South line of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 16, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map No. 5979; Thence N $00^{\circ}31'39''$ W along the East line of said Parcel 2, 689.00 feet to the Southeast corner of Parcel 1 of said Certified Survey Map No. 5979; Thence S $88^{\circ}29'03''$ W along the South line of said Parcel 1, 330.00 feet to the Southwest corner thereof; Thence N $00^{\circ}31'38''$ W along the West line of said Parcel 1, 465.89 feet; Thence N $88^{\circ}27'55''$ E along the West line of said Parcel 1, 225.00 feet; Thence N $00^{\circ}31'39''$ W along the West line of said Parcel 1, 125.02 feet to the Northwest corner of said Parcel 1, said point also being the South right-of-way line of West Forest Hill Avenue; Thence N $88^{\circ}27'55''$ E along the North line of said Parcel 1 and said South right-of-way line, 105.00 feet to the Northeast corner of said Parcel 1; Thence N $00^{\circ}31'39''$ W, 45.01 feet to a point on the North line of the Southwest $\frac{1}{4}$ of said Section 16; Thence N $88^{\circ}27'55''$ E along said North line, 330.00 feet to the point of beginning.

Narrative: The proposed construction project consists of constructing a community education and recreation addition to the existing district office building, located at 8255 W Forest Hill Ave, Franklin, WI 53132. Additionally, the area west of the addition will be redeveloped into youth soccer fields, a new playground will be installed, a new storage building is proposed, and a new walking path will be added with a wetland boardwalk. Sewer and water services will also be installed to serve the proposed building addition. Stormwater management will be provided via a proposed bioretention (rain garden) practice. The proposed project will disturb approximately 7 acres of land. Additionally, please note that neighboring residents have requested that no parking signs be added adjacent to the proposed project, along the south side of West Forest Hill Ave. These signs have been located on the proposed site plan for City consideration.

Site Statistics:

- Existing Zoning: I-1
- Proposed Zoning: I-1
- Current Land Use: Institutional
- Proposed Land Use: Institutional
- Building Materials: See architectural elevations.

Construction Timeline: March 2024 – March 2025

Construction Budget: \$8.6 million



Point of Beginning

4941 Kirschling Court, Stevens Point, WI 54481
1497 6th Street - Suite C, Green Bay, WI 54304
1261 W Main Street - Suite 102, Sun Prairie, WI 53590

MEMORANDUM

Date: December 19, 2023
To: Department of City Development
Nick Fuchs, Planning Associate
From: Jesse Becker, P.E. (Point of Beginning, Inc.)
RE: Staff comments for Site Plan Amendment, Franklin Public Schools
TKN 838 9978 001

See comments below in [blue](#), in response to the City of Franklin staff review comments, originally dated 12/4/2023 regarding this project's construction plans.

1) Site Plan

- a) As previously discussed regarding the boardwalk and natural resource impacts, please eliminate or label any future improvements as such and note that they are subject to separate review and approval.

[The proposed wetland boardwalk has been labeled "subject to separate review and approval". If contractor pricing comes back favorably and the school district would like to proceed with the boardwalk, a separate review process will be initiated.](#)

2) Landscaping

- a) Evergreens located within bufferyard areas shall have a minimum planting size of six feet. [Addressed.](#)

- b) It is recommended to provide irrigation in accordance with 15-5.0303D.

[Two hose bibbs are proposed as part of the proposed addition. All shrubs/ornamentals are located within 150' of these hose bibbs, and the school district has indicated that they are willing to utilize 150' hoses as needed to water these areas, as needed. Therefore, the proposed development aligns with the spirit and intent of the law, providing appropriate irrigation for the planting bed areas.](#)

[Notably, the proposed soccer fields are designed to be irrigated by water wheel. An appropriately located fire hydrant is provided to serve this need. A temporary water meter will be used when irrigation is needed in the summer.](#)

- c) Staff recommends providing a minimum 2-year plant replacement guaranty for all landscaping provided.

[Project specifications have been updated to address this concern.](#)

- d) Staff recommends that bufferyard plantings shall be maintained in perpetuity.

[The school district shall maintain the bufferyard plantings, as required by City Ordinance 15-5.0303G1.](#)

- 3) Lighting
- a) Please confirm that the soccer fields will not be illuminated.
The soccer fields will not be illuminated.
- 4) Natural Resources
- a) It is recommended to provide a separate Natural Resource Protection Plan map that illustrates the site and all protected natural resources as well as proposed impacts. Site data should be included, such as the total acreage of any resources onsite and the total amount impacted.
Attached please find a stand-alone copy of the Natural Resource Protection Plan map, showing the protected natural resources and proposed impacts.
 - b) A separate written Conservation Easement document is required and must be approved by the Common Council. This document must be recorded with the Milwaukee County Register of Deeds prior to issuance of a Building Permit. A Conservation Easement template is attached for your review.
A conservation easement will be provided per City ordinance. We are currently working with the school district to finalize a proposal outlining the limits of a potential easement area. Once this area is approved by school district staff, we will submit it to the city for review. In the meantime, we suggest that the Plan Commission approve the site plan contingent on recording of the final conservation easement.
- 5) Accessory Storage Building
- a) Please label the height of the storage building on the elevations. Note the maximum height is 25-feet.
Addressed.
 - b) It is recommended that the storage building be located on the south side of the soccer fields, opposed to adjacent to the street.
The school district prefers the storage building to be located on the north side of the soccer fields for the following reasons:
 - (1) Central access to fields & proximity to irrigation hydrant.
 - (2) Paved access to storage building from the parking lot, even if alternates are not approved.
 - (3) Building light at door entry will face away from neighbors/street.
 - (4) Located 52 feet away from street and will have obscured view from the street due to the proposed privacy slat fence and landscaping.
 - (5) Obstructed by mature landscape buffer to the west.
 - c) It is also recommended that windows and other architectural features be added to the storage building, and that metal not be utilized as the primary building material, particularly if located adjacent to W. Forest Hill Avenue.
The architect has added a separate color wainscoting for the base of the wall (still maintaining all metal panel). Additionally, note that a landscape buffer/screen and a slatted privacy fence are proposed along W. Forest Hill Avenue. Additionally, an existing mature landscape buffer is located west of the proposed building location. These elements will heavily obscure view of the proposed storage building from the street. This storage building is planned to be a simple prefabricated metal structure to help mitigate budget concerns.

6) Signage

- a) Note that all signage must comply with the City's sign regulations and are subject to separate review and approval of a Sign Permit.

Noted.

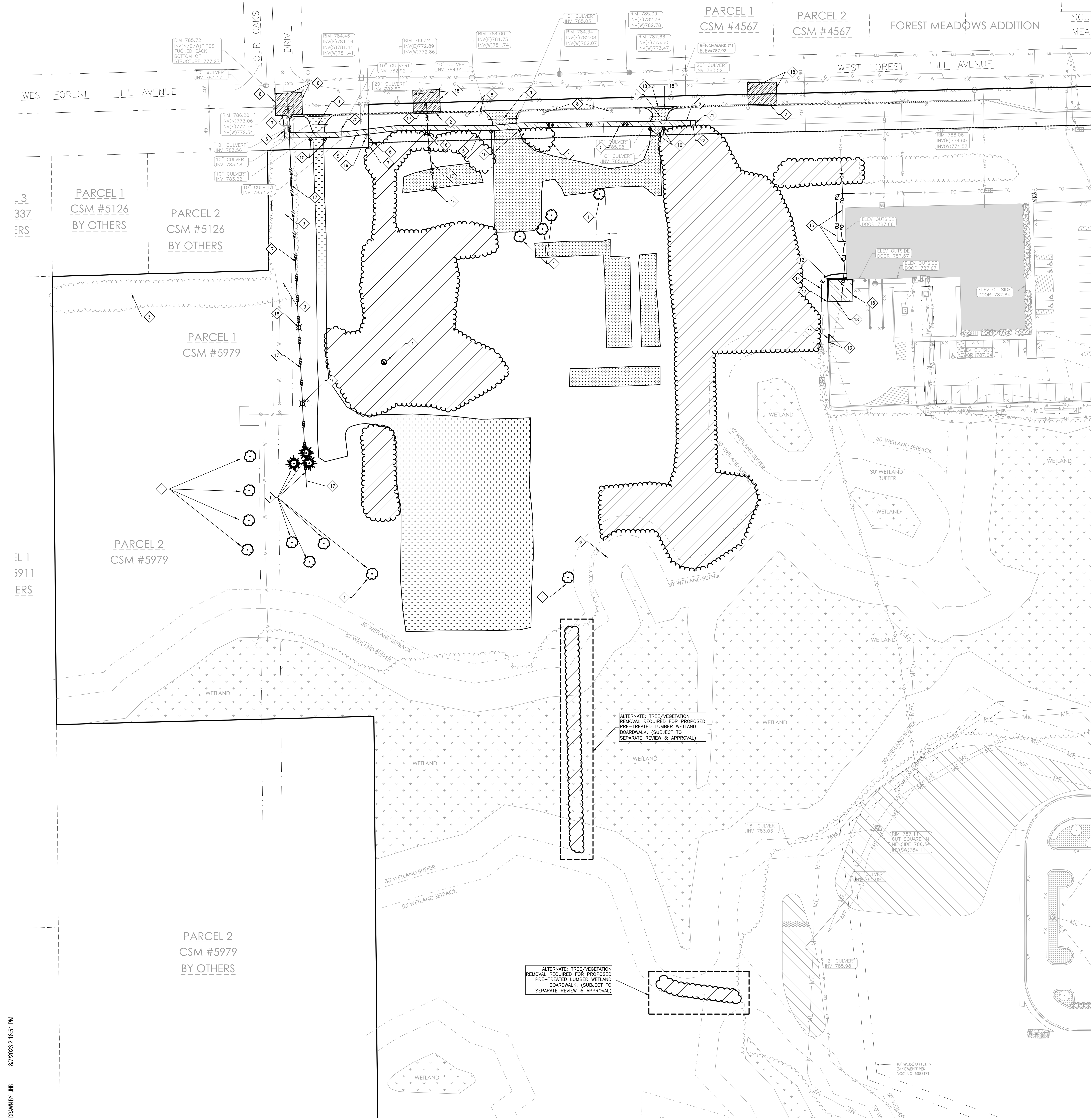
7) Additional Comments

- a) It is recommended that a snow storage plan in compliance with 15-5.0210 of the UDO be provided. Note snow storage areas should not interfere with landscaping.

The proposed snow storage areas has been added to sheet C2.0. Snow will be plowed straight south.

- b) Note that site plan amendment approval will be conditioned upon final utility, grading, erosion control, and storm water management plans being reviewed and approved by the Engineering Department.

Noted.



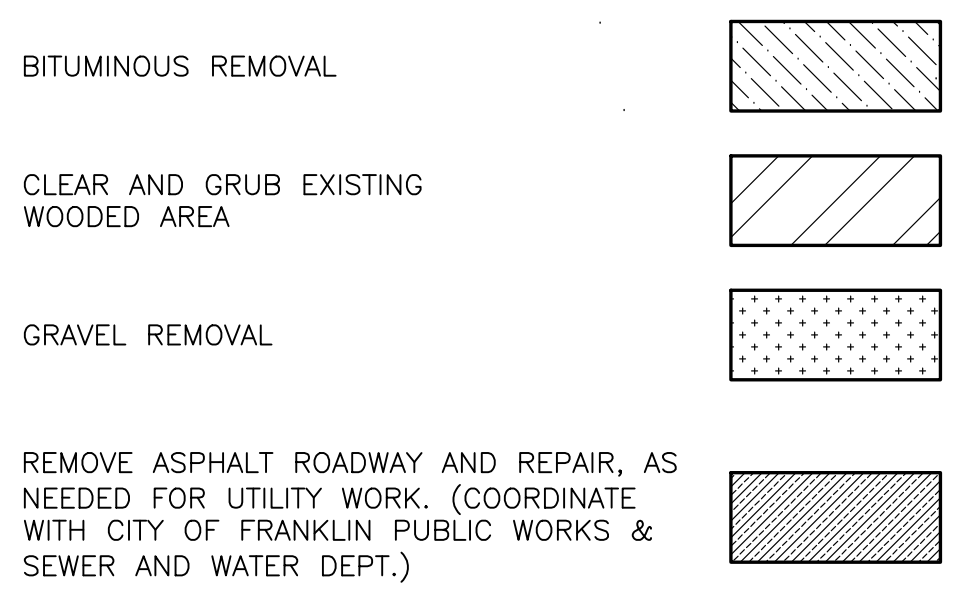
GENERAL NOTES:

- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE CONSTRUCTION MANAGER.
- ALL REQUIRED EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LOCAL MUNICIPAL AND DEPARTMENT OF NATURAL RESOURCES REGULATIONS.
- SEE SHEET C4.0 FOR ALL REQUIRED EROSION CONTROL PRACTICES.
- ANY EXISTING UTILITIES NOT SHOWN ON THIS DOCUMENT WHICH NEED TO BE REMOVED, RELOCATED AND OR ADJUSTED SHALL BE THE RESPONSIBILITY OF THE SITE GRADING CONTRACTOR.
- VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- BIDDERS SHALL VISIT THE SITE AND REVIEW EXISTING CONDITIONS PRIOR TO THE BID DATE.
- PRIOR TO STARTING WORK, VERIFY WITH THE LOCAL AUTHORITIES THAT ALL REQUIRED PERMITS HAVE BEEN ACQUIRED.
- COORDINATE CONSTRUCTION IN THE RIGHT OF WAY WITH LOCAL AUTHORITIES.
- PROVIDE PROPER BARRICADES, SIGNS, AND TRAFFIC CONTROL TO MAINTAIN THRU TRAFFIC ALONG ADJACENT STREETS IN ACCORDANCE WITH LOCAL MUNICIPAL REQUIREMENTS.
- SIDEWALK JOINTS SHALL BE INSTALLED AS INDICATED OR AS APPROVED BY THE CONSTRUCTION MANAGER.
- ALL GENERAL LANDSCAPE AREAS SHALL BE SEED, FERTILIZED, AND CRIMP HAY MULCHED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
- SITE CONTRACTOR SHALL SUBMIT AND RECEIVE A LOCAL ROW PERMIT PRIOR WORKING IN THE PUBLIC RIGHT-OF-WAY.
- COORDINATE UTILITY SERVICE DISCONNECTIONS/OUTAGES WITH OWNER AND ANY IMPACTED NEIGHBORS. MINIMIZE DISRUPTIONS TO THE MAXIMUM EXTENT PRACTICAL.

KEYNOTES:

- | | |
|--|--|
| 1. CLEAR & GRUB EXISTING TREE/VEGETATION | 13. SAWCUT EXISTING CURB & GUTTER |
| 2. REMOVE EXISTING GRAVEL | 14. REMOVE & REINSTALL EXISTING ELECTRICAL LINE |
| 3. MAINTAIN EXISTING TREES | 15. EXISTING FIBER OPTIC LINE TO BE RELOCATED PRIOR TO CONSTRUCTION |
| 4. ABANDON EXISTING WELL IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS | 16. REMOVE EXISTING SANITARY CLEANOUT |
| 5. REMOVE EXISTING ASPHALT PAVEMENT | 17. DISCONNECT SANITARY LATERAL FROM SEWER MAIN & FILL WITH CONCRETE SLURRY. ABANDON IN PLACE. |
| 6. MAINTAIN EXISTING POWER POLE | 18. SAWCUT ASPHALT PAVEMENT |
| 7. MAINTAIN EXISTING GUY WIRE | 19. MAINTAIN EXISTING TELEPHONE PEDESTAL |
| 8. MAINTAIN EXISTING MAILBOX | 20. MAINTAIN EXISTING STORM CULVERT |
| 9. REMOVE EXISTING STORM CULVERT | 21. SAWCUT CONCRETE WALK |
| 10. REMOVE EXISTING METAL POST & FOUNDATION. | 22. REMOVE CONCRETE WALK |
| 11. REMOVE EXISTING ASPHALT | |
| 12. REMOVE EXISTING CURB & GUTTER | |

DEMOLITION HATCH PATTERNS:



CIVIL SHEET INDEX:

- C1.0 DEMOLITION PLAN
- C2.0 LAYOUT PLAN
- C3.0 GRADING PLAN - NORTH
- C3.1 GRADING PLAN - SOUTH
- C4.0 EROSION CONTROL PLAN
- C5.0 UTILITY PLAN
- C6.0 DETAILS
- C6.1 DETAILS
- C6.2 DETAILS
- C6.3 BOARDWALK DETAILS
- L1.0 LANDSCAPE PLAN

BENCHMARK:

ELEVATIONS ARE REFERENCED TO NGVD 29 DATUM.

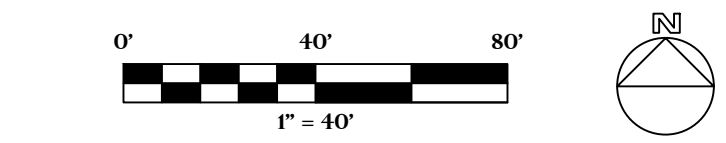
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 ARCHITECTS, LLP

POB
 Point of Beginning

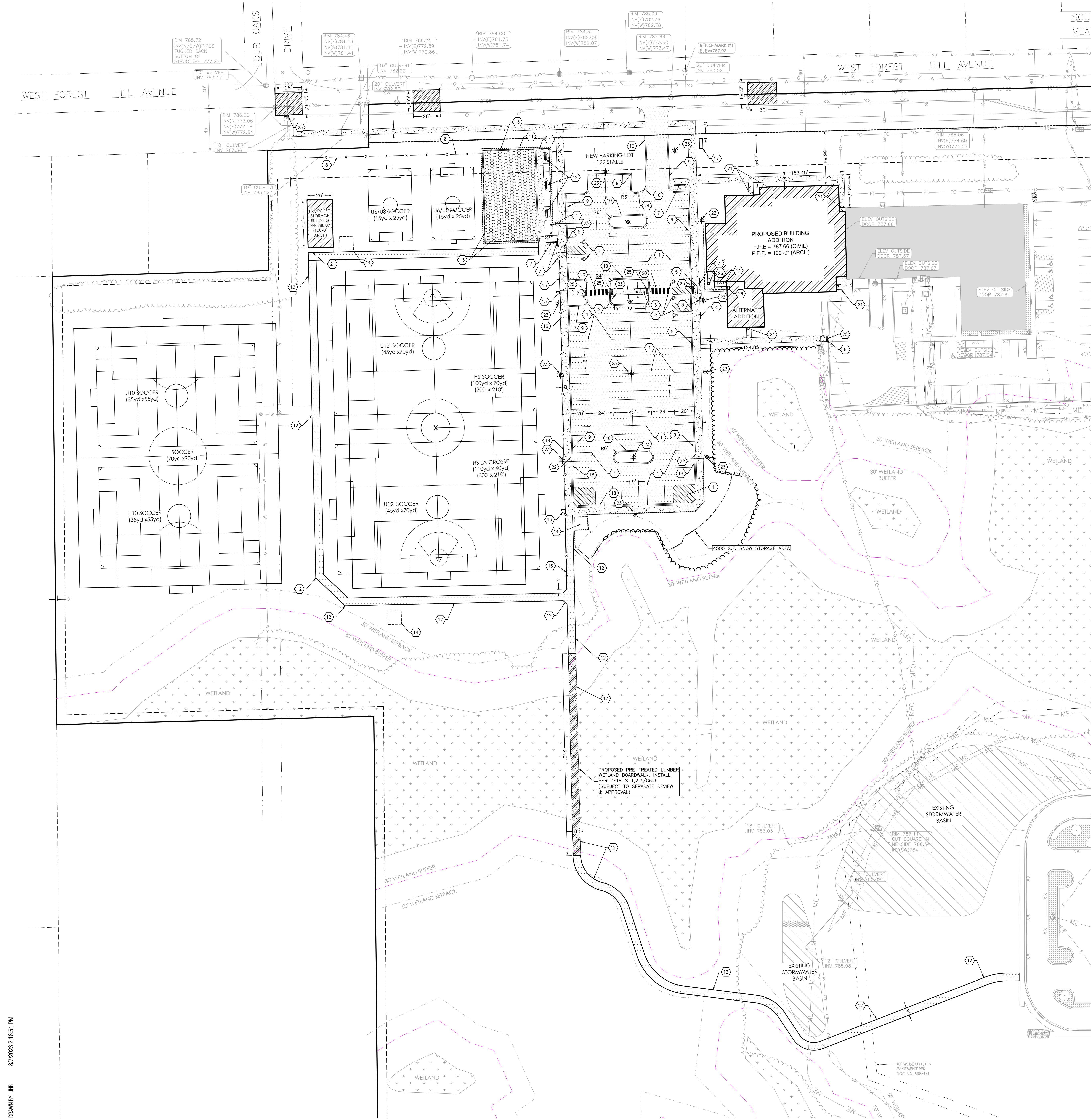
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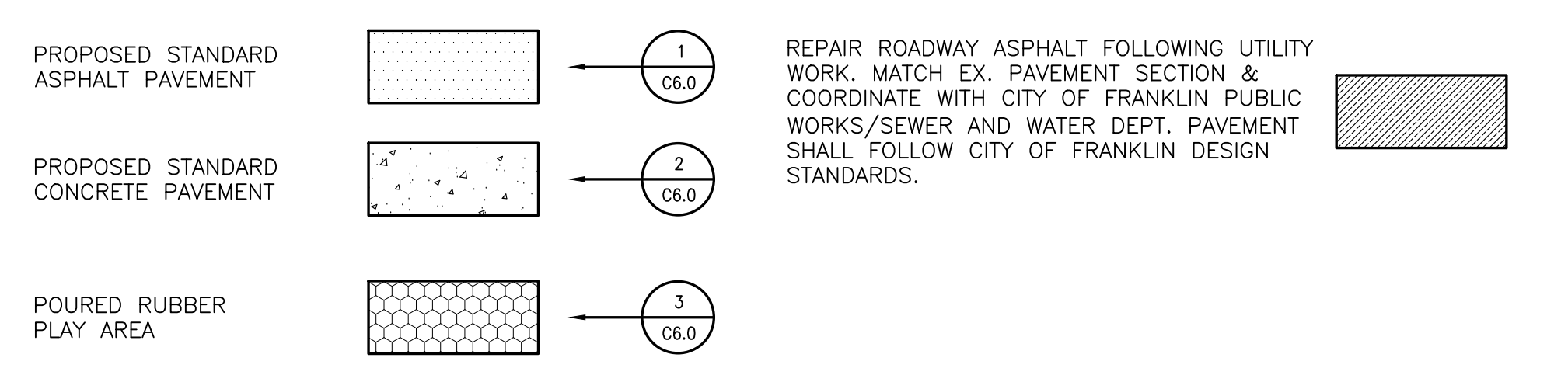
DEMOLITION PLAN
C1.0



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- CONTACT CITY OF FRANKLIN BUILDING INSPECTOR TO SCHEDULE PUBLIC SIDEWALK INSPECTION AT THE TIME OF INSTALLATION.
- SITE CONTRACTOR SHALL SUBMIT AND RECEIVE A LOCAL ROW PERMIT PRIOR WORKING IN THE PUBLIC RIGHT-OF-WAY.

PAVEMENT HATCH PATTERNS:



REPAIR ROADWAY ASPHALT FOLLOWING UTILITY WORK. MATCH EX. PAVEMENT SECTION & COORDINATE WITH CITY OF FRANKLIN PUBLIC WORKS/SEWER AND WATER DEPT. PAVEMENT SHALL FOLLOW CITY OF FRANKLIN DESIGN STANDARDS.

KEYNOTES:

- | | | | |
|---|--|------|------|
| 1. PARKING LOT STRIPING | | 4 | CE.0 |
| 2. ACCESSIBLE PARKING STALL | | 4 | CE.0 |
| 3. ACCESSIBLE PARKING SIGN | | 5 | CE.0 |
| 4. BASE BID: 4" TALL DECORATIVE ALUMINUM FENCE W/ MOW GUARD IN TURF AREAS. BASE PLATE MOUNT IN CONCRETE AREAS. ALTERNATE BID S1: OMIT | | 9.10 | CE.0 |
| 5. STANDARD CURB RAMP | | 6 | CE.0 |
| 6. END-OF-WALK CURB RAMP | | 7 | CE.0 |
| 7. BIKE RACK | | 8 | CE.0 |
| 8. 6" BLACK VINYL CHAIN LINK FENCE W/ 9 GAUGE; 2" MESH FABRIC W/ PRIVACY SLATS W/ MOW GUARD IN TURF AREAS | | 9.10 | CE.0 |
| 9. 18" CURB & GUTTER (STANDARD) | | 11 | CE.0 |
| 10. 18" CURB & GUTTER (REJECT) | | 11 | CE.0 |
| 11. BASE BID: INSTALL PLAYGROUND AS SHOWN. ALTERNATE BID S1: OMIT PLAYGROUND, SIDEWALK, AND BENCHES. INSTALL ADDITIONAL U6/U8 SOCCER FIELD. | | 9.10 | CE.0 |
| 12. BASE BID: INSTALL ASPHALT WALKING PATH AND WETLAND BOARDWALK ALTERNATE BID S2: OMIT WALKING TRAIL AND WETLAND BOARDWALK | | xx | xx |
| 13. 12"x15" PLAYGROUND CURB W/ 4" TALL DECORATIVE ALUMINUM FENCE BASE PLATE MOUNTED TO CURB W/ CONCRETE ANCHOR BOLTS. | | 3 | CE.0 |
| 14. BASE BID: INSTALL 4" CONCRETE FITNESS STATION SLAB ALTERNATE BID S3: OMIT FITNESS STATION/SURFACE | | 9.10 | CE.0 |
| 15. 4" WIDE BLACK VINYL CHAIN LINK FENCE GATE W/ 9 GAUGE; 1-1/4" MESH FABRIC | | 9.10 | CE.0 |
| 16. 6" BLACK VINYL CHAIN LINK FENCE W/ 9 GAUGE; 1-1/4" MESH FABRIC | | 9.10 | CE.0 |
| 17. MONUMENT SIGN (SEE ARCHITECTURAL) | | 12 | CE.0 |
| 18. 25" ROLL CURB & GUTTER | | 7 | CE.1 |
| 19. PARK BENCH (BY OWNER) | | 20 | CE.0 |
| 20. CROSSWALK (BY BUILDING CONTRACTOR) | | 21 | CE.0 |
| 21. BUILDING CONCRETE STOOP (BY BUILDING CONTRACTOR) | | 22 | CE.0 |
| 22. 9" TRANSITION FROM 25" ROLL CURB TO 18" STANDARD CURB | | 23 | CE.0 |
| 23. PROPOSED LIGHT POLE (COORDINATE W/ FRANKLIN PUBLIC WORKS FOR WORK IN ROW) | | 24 | CE.0 |
| 24. STANDARD CURB TO REJECT CURB TRANSITION POINT | | 25 | CE.0 |
| 25. 2" WIDE DETECTABLE WARNING FIELD (COORDINATE W/ FRANKLIN PUBLIC WORKS FOR WORK IN ROW) | | 26 | CE.0 |
| 26. BUILDING COLUMN (BY BUILDING CONTRACTOR) | | | |

SITE STATISTICS:

CURRENT ZONE = I-1	PARCEL ID = 839978001	
PROPOSED ZONE = I-1	TOTAL LOT AREA = 54.24 ACRES	
CURRENT LAND USE = INSTITUTIONAL		
PROPOSED LAND USE = INSTITUTIONAL		
MINIMUM LANDSCAPE SURFACE RATIO - 40%		
BUILDING	CONCRETE WALKS & BITUMINOUS PAVEMENT	GREEN SPACE
4.03 ACRES (7.4% OF SITE)	9.50 ACRES (17.5% OF SITE)	40.71 S.F. (75.1% OF SITE)

SITE PARKING:

OFF-STREET PARKING - REQUIRED
USE: PLAYING FIELDS = 1 SPACE PER EVERY 4000 S.F. OF OUTDOOR PLAY AREA
126,450 S.F. / 4000 = 32 SPACES REQUIRED
USE: RECREATION CENTER = 5 SPACES PER 1,000 SF OF GROSS FLOOR AREA
15,638 S.F. / 1000 X 5 = 78 SPACES REQUIRED
TOTAL PARKING REQUIRED = 110 SPACES REQUIRED
OFF-STREET PARKING - PROPOSED
122 PARKING SPACES, 9'x20'

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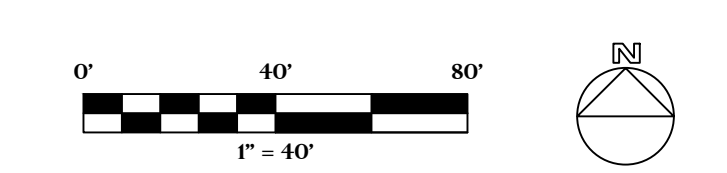
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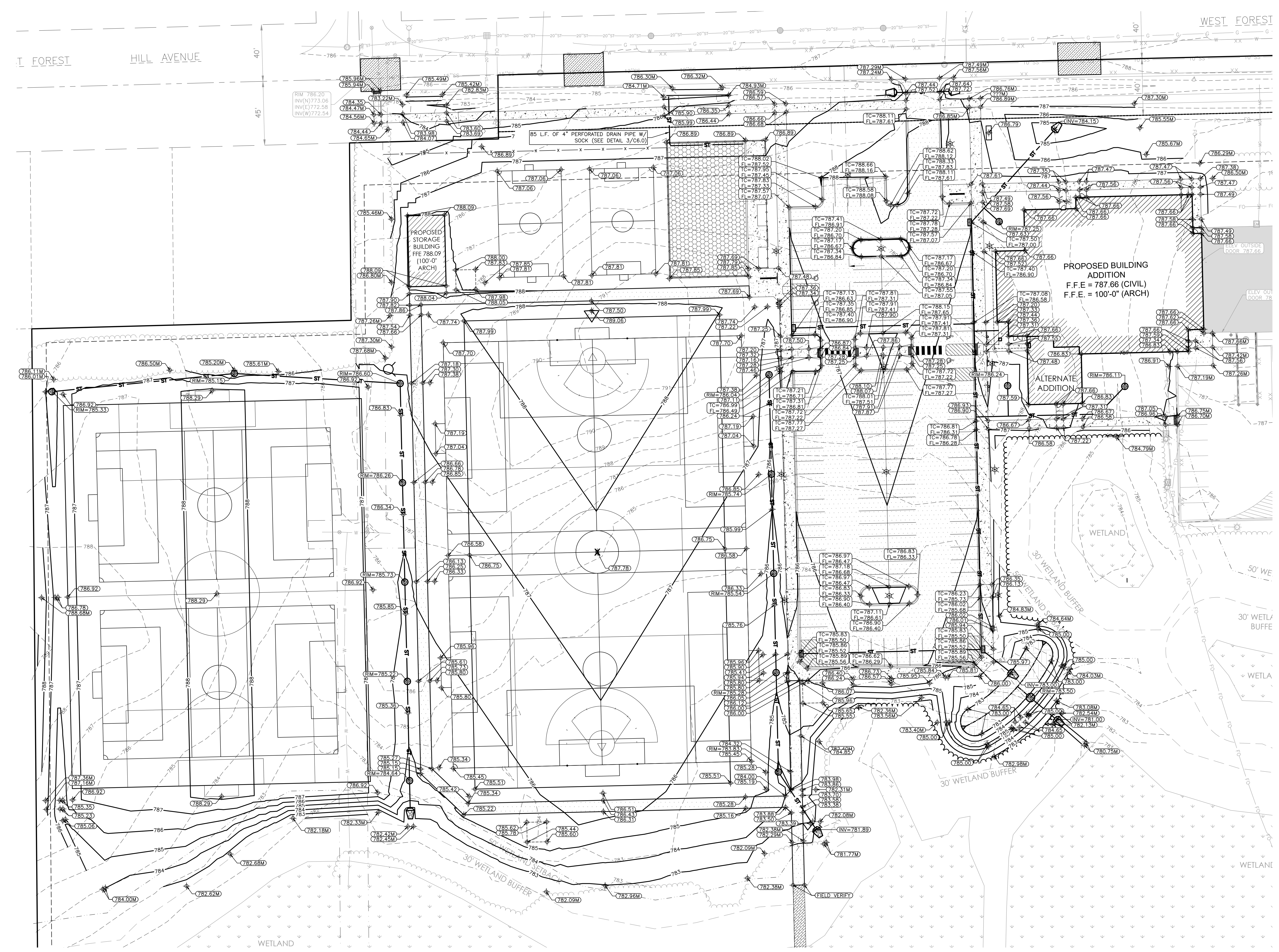
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GRADING LEGEND:

EXISTING CONTOUR	712
PROPOSED CONTOUR	712
PROPOSED SPOT ELEVATION	GRIPWD
PROPOSED ENDWALL INVERT ELEVATION	IN=897.00
PROPOSED RIM ELEVATION	RIM=897.50
PROPOSED TOP OF CURB ELEVATION	TC=897.50
PROPOSED FLOW LINE ELEVATION	FL=897.50
PROPOSED TOP OF SIDEWALK ELEVATION	TS=897.50
PROPOSED TOP OF WALL ELEVATION	NW=897.50
PROPOSED BOTTOM OF WALL ELEVATION	BW=897.50
PROPOSED MATCH ELEVATION (CONTRACTOR TO VERIFY)	897.00M
PROPOSED ENDWALL STRUCTURE	1
PROPOSED ENDWALL STRUCTURE WITH RIP RAP	1
PROPOSED STORM SEWER MANHOLE	2
PROPOSED STORM SEWER MODULAR INLET OR YARD DRAIN	4
PROPOSED STORM SEWER CLEANOUT	5
PROPOSED STORM SEWER INLET	2
PROPOSED STORM SEWER CURB INLET	3
PROPOSED BIORETENTION BASIN	6

BENCHMARK:

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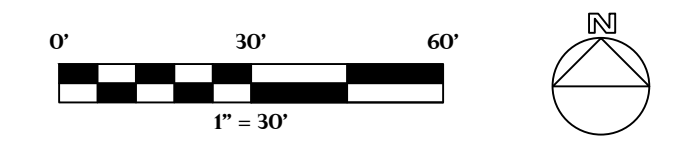
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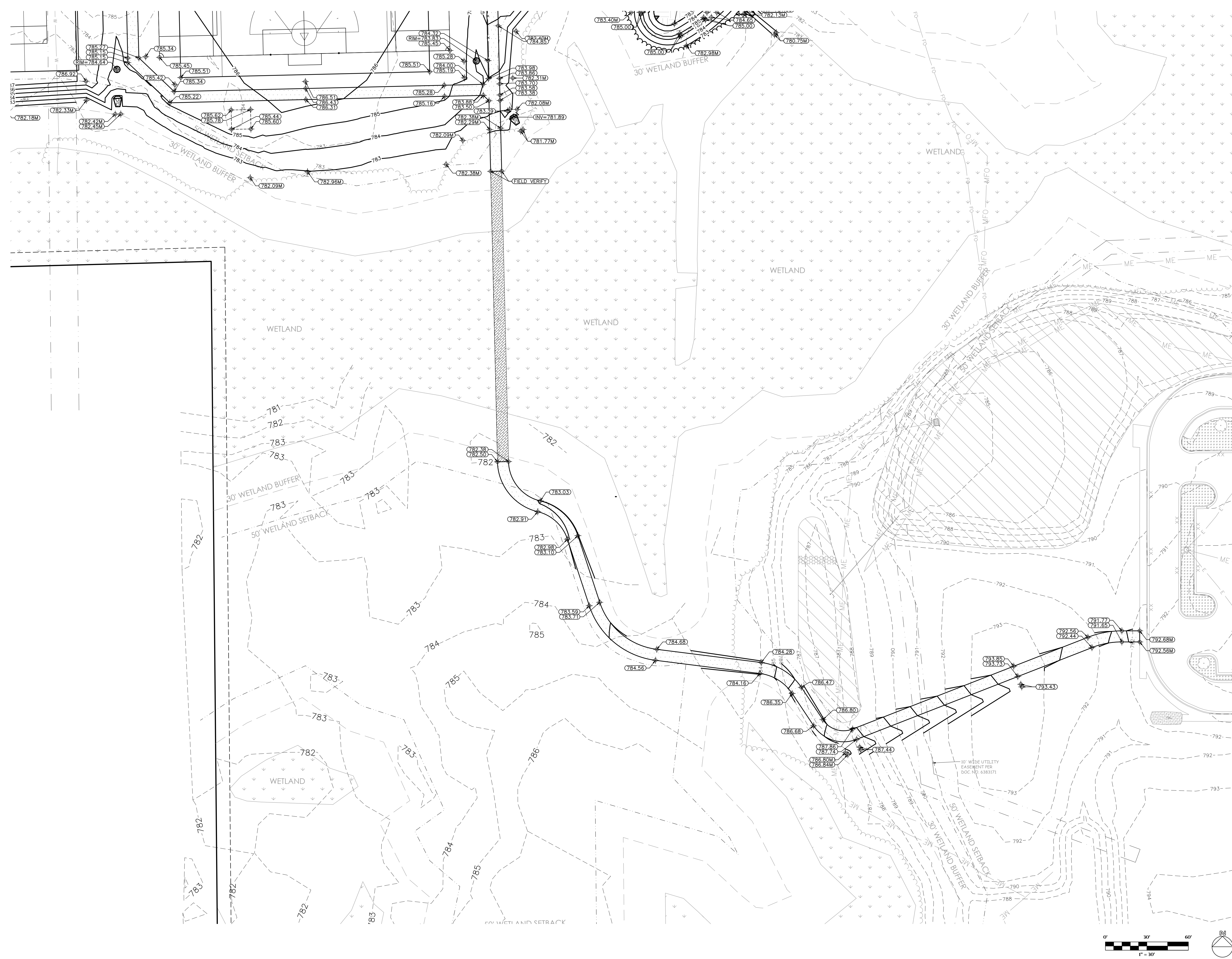


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Point of Beginning

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PROPOSED CONTOUR	712
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PROPOSED ENDWALL INVERT ELEVATION	INVERT
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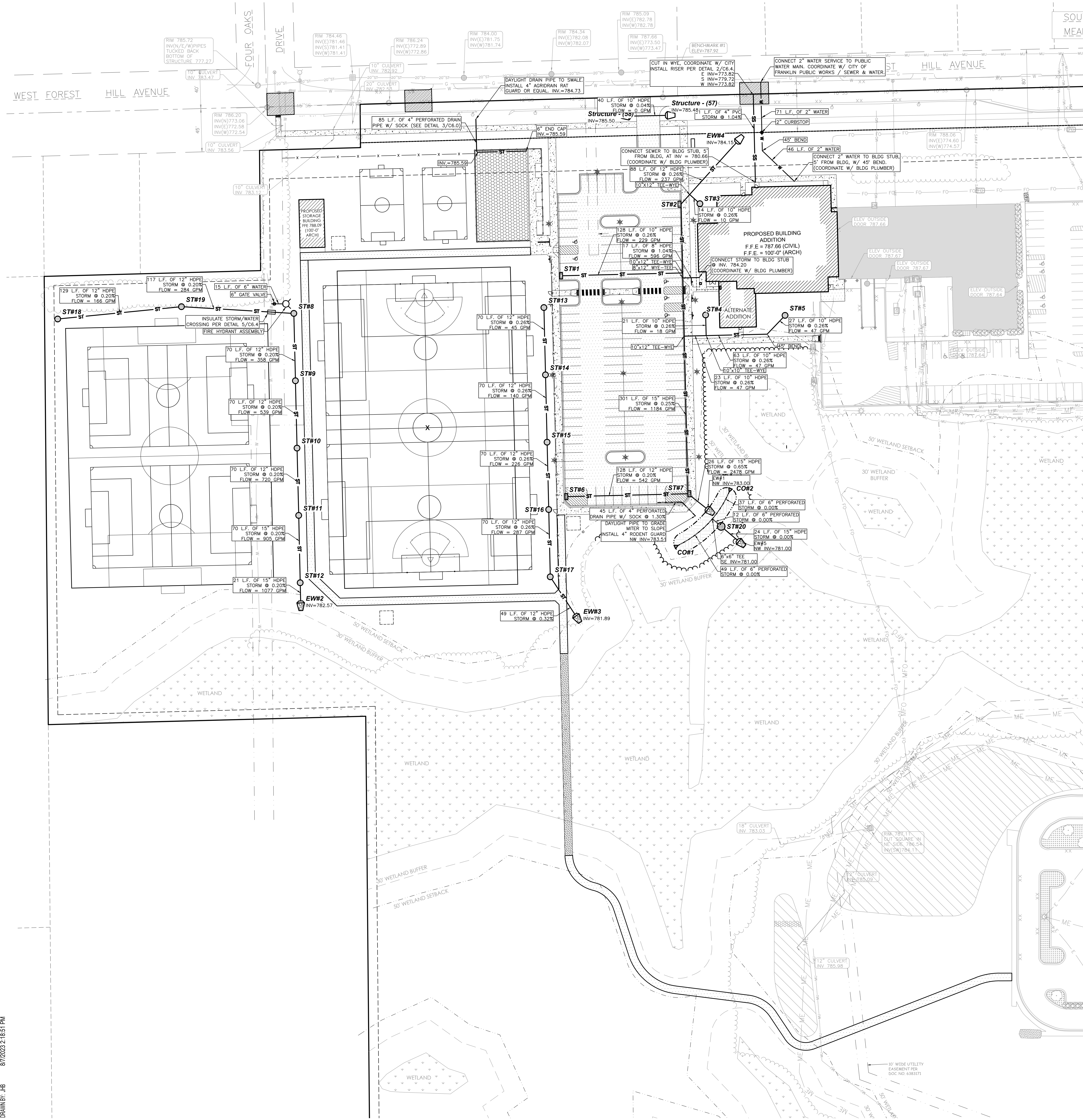
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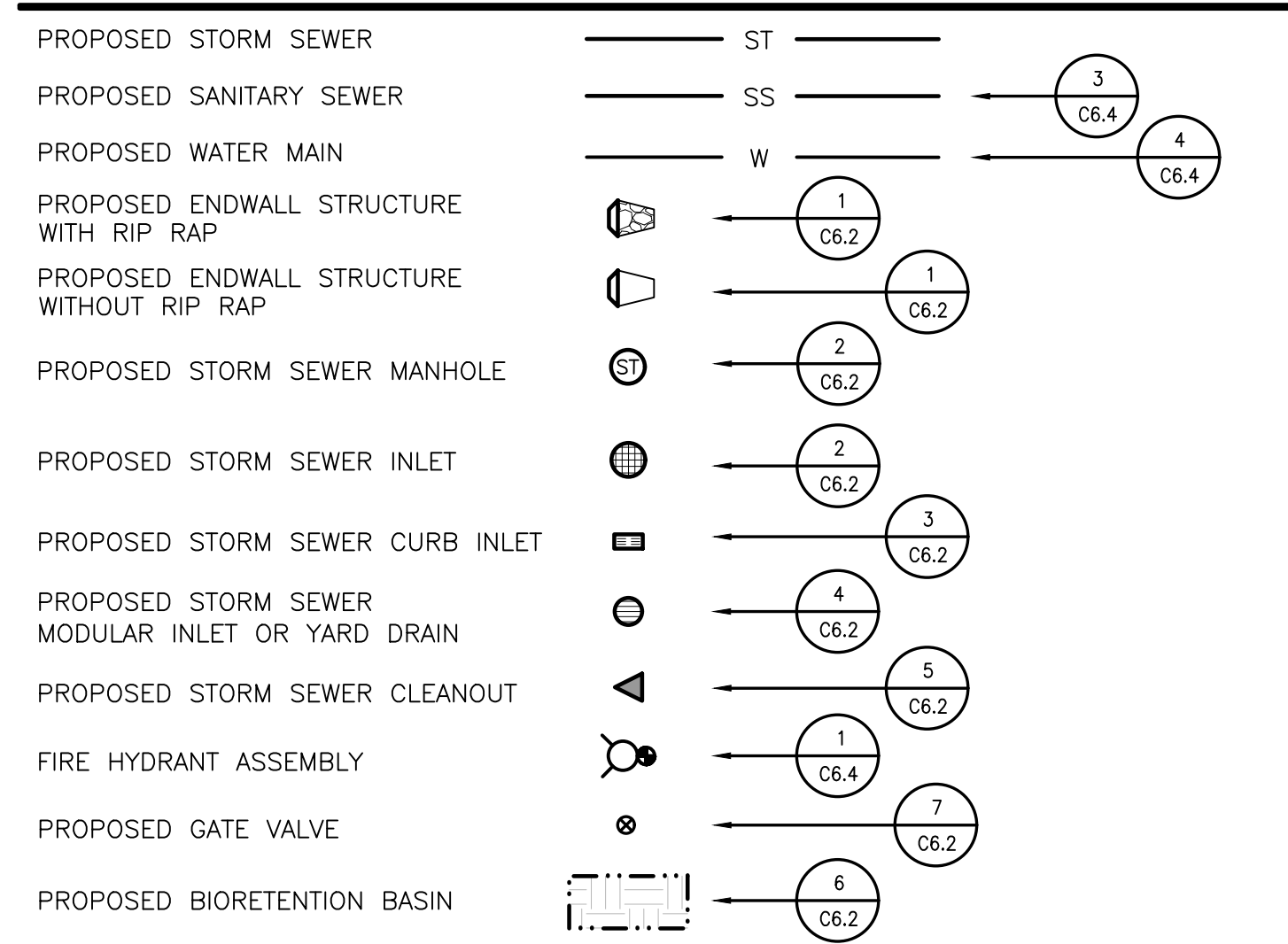
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- SIDEWALK JOINTS SHALL BE INSTALLED AS INDICATED OR AS APPROVED BY THE CONSTRUCTION MANAGER.
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- CONTACT SEWER & WATER UTILITY PRIOR TO SANITARY ABANDONMENTS AND SANITARY AND WATER LATERAL CONNECTIONS TO THE MAINS, 414-421-2613. MINIMUM 48-HOUR NOTICE REQUIRED.
- UTILITY TRENCHES IN ROW PAVEMENT REQUIRE LEAN CONCRETE MIX BACKFILL PER CITY DESIGN STANDARDS CHAPTER 10.11.3.
- CONSTRUCT SEWER & WATER UTILITY PER LOCAL ROW PERMIT PRIOR WORKING IN THE PUBLIC RIGHT-OF-WAY.
- COORDINATE UTILITY SERVICE DISCONNECTIONS/OUTAGES WITH OWNER AND ANY IMPACTED NEIGHBORS. MINIMIZE DISRUPTIONS TO THE MAXIMUM EXTENT PRACTICAL.

UTILITY LEGEND:



STORM MANHOLE SCHEDULE

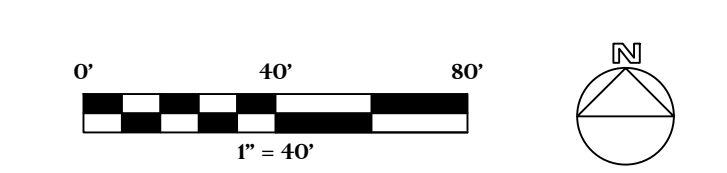
STRUCTURE #	STRUCTURE DETAILS	STRUCTURE #	STRUCTURE DETAILS
ST#1	RIM = 786.67 INV (E) = 784.28 DEPTH = 2.39' 2'x3' PRECAST BOX INLET W/ NEENAH R-3067 CASTING W/ TYPE R GRATE	ST#11	RIM = 785.22 INV (N) = 782.75 INV (S) = 782.75 DEPTH = 2.96' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP
ST#2	RIM = 787.00 INV (NE) = 783.92 INV (S) = 783.92 DEPTH = 3.09' 2'x3' PRECAST BOX INLET W/ NEENAH R-3067 CASTING W/ TYPE R GRATE	ST#12	RIM = 784.64 INV (N) = 782.61 INV (S) = 782.61 DEPTH = 2.53' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP
ST#3	RIM = 787.25 INV (E) = 784.08 DEPTH = 3.16' 10" NYLOPLAST INLINE DRAIN W/ DUCTILE IRON DOME GRATE	ST#13	RIM = 786.04 INV (S) = 782.78 DEPTH = 3.76' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP
ST#4	RIM = 786.24 INV (S) = 783.90 DEPTH = 2.34' 10" NYLOPLAST INLINE DRAIN W/ DUCTILE IRON DOME GRATE	ST#14	RIM = 785.74 INV (N) = 782.59 INV (S) = 782.59 DEPTH = 3.65' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP
ST#5	RIM = 786.11 INV (SW) = 784.08 DEPTH = 2.03' 10" NYLOPLAST INLINE DRAIN W/ DUCTILE IRON DOME GRATE	ST#15	RIM = 785.54 INV (N) = 782.41 INV (S) = 782.41 DEPTH = 3.63' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP
ST#6	RIM = 785.50 INV (E) = 783.43 DEPTH = 2.07' 2'x3' PRECAST BOX INLET W/ NEENAH R-3501-R CASTING W/ TYPE C GRATE	ST#16	RIM = 785.28 INV (N) = 782.23 INV (S) = 782.23 DEPTH = 3.55' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP
ST#7	RIM = 785.50 INV (W) = 783.17 INV (N) = 783.17 INV (SE) = 783.17 DEPTH = 2.33' 2'x3' PRECAST BOX INLET W/ NEENAH R-3501-R CASTING W/ TYPE C GRATE	ST#17	RIM = 783.83 INV (N) = 782.05 INV (SE) = 782.05 DEPTH = 2.28' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP
ST#8	RIM = 786.60 INV (W) = 783.17 INV (S) = 783.17 DEPTH = 3.93' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP	ST#18	RIM = 785.33 INV (E) = 783.66 DEPTH = 2.17' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP
ST#9	RIM = 786.26 INV (N) = 783.03 INV (S) = 783.03 DEPTH = 3.12' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP	ST#19	RIM = 785.15 INV (W) = 783.41 INV (E) = 783.41 DEPTH = 1.74' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP
ST#10	RIM = 785.73 INV (N) = 782.89 INV (S) = 782.89 DEPTH = 3.34' 15" NYLOPLAST DRAIN BASIN W/ 15" DUCTILE IRON DOME GRATE W/ 6" SUMP	ST#20	RIM = 783.50 INV (NW) = 781.00 INV (SE) = 781.00 DEPTH = 2.50' 48" I.D. PRECAST MANHOLE W/ R-2557-44 NEENAH CASTING W/ TYPE G GRATE

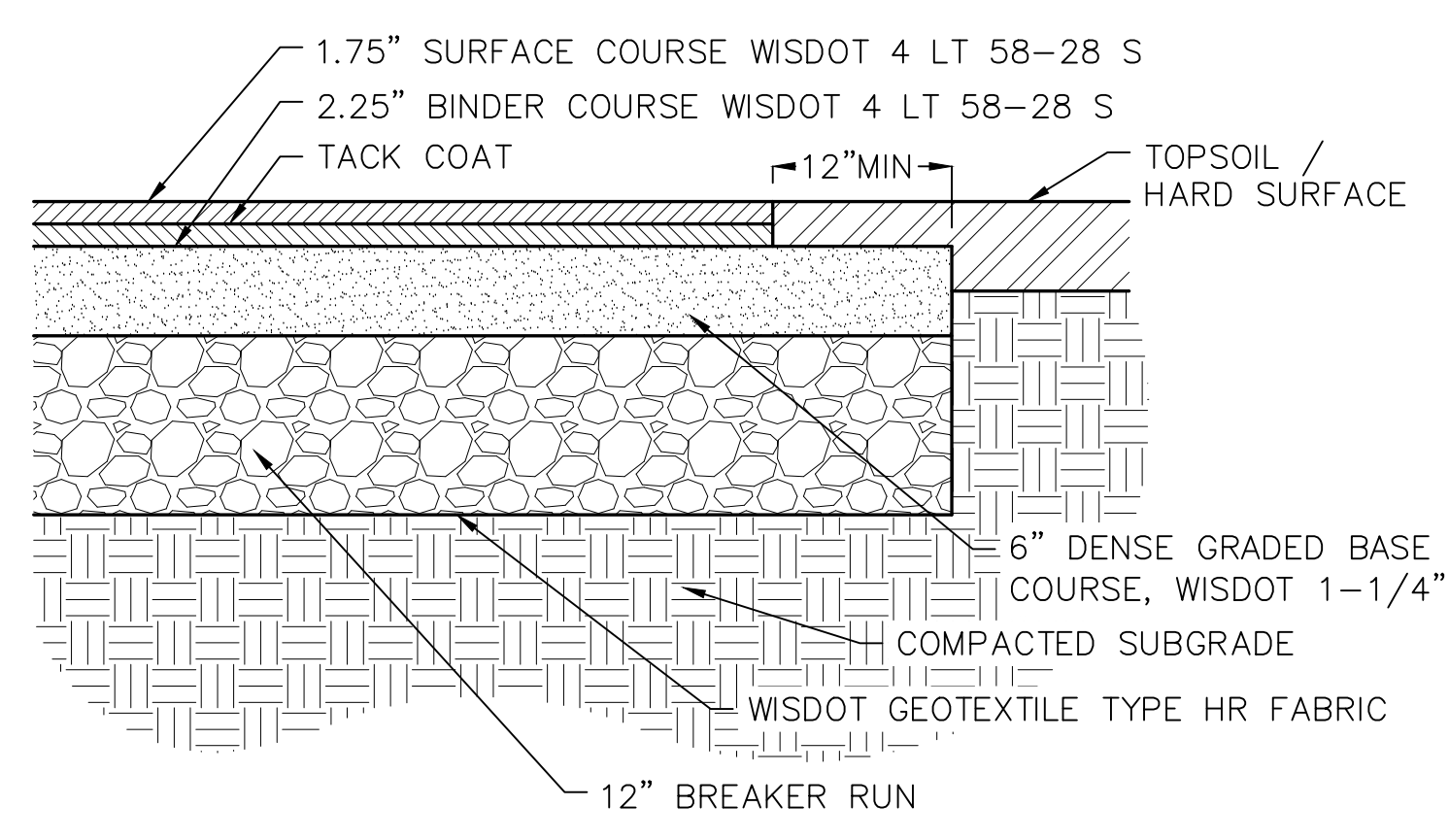
BENCHMARK:

- ELEVATIONS ARE REFERENCED TO NGVD 29 DATUM.
- BENCHMARK #1**
FLAG BOLT ON HYDRANT LOCATED ON THE NORTH SIDE OF WEST FOREST HILL AVENUE, APPROXIMATELY 425 FEET EAST OF THE INTERSECTION OF WEST FOREST HILL AVENUE AND FOUR OAKS DRIVE. ELEVATION = 787.92
 - BENCHMARK #2**
FLAG BOLT ON HYDRANT LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST FOREST HILL AVENUE AND SOUTH FOREST MEADOWS DRIVE. ELEVATION = 789.63
 - BENCHMARK #3**
MARKER SQUARE ON NORTHWEST SIDE OF LIGHT POLE BASE, LOCATED APPROXIMATELY 220 FEET SOUTHWEST OF THE SOUTHWEST CORNER OF THE FRANKLIN DISTRICT OFFICE BUILDING. ELEVATION = 788.22

UTILITY DISCLAIMER:

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTIONS, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.

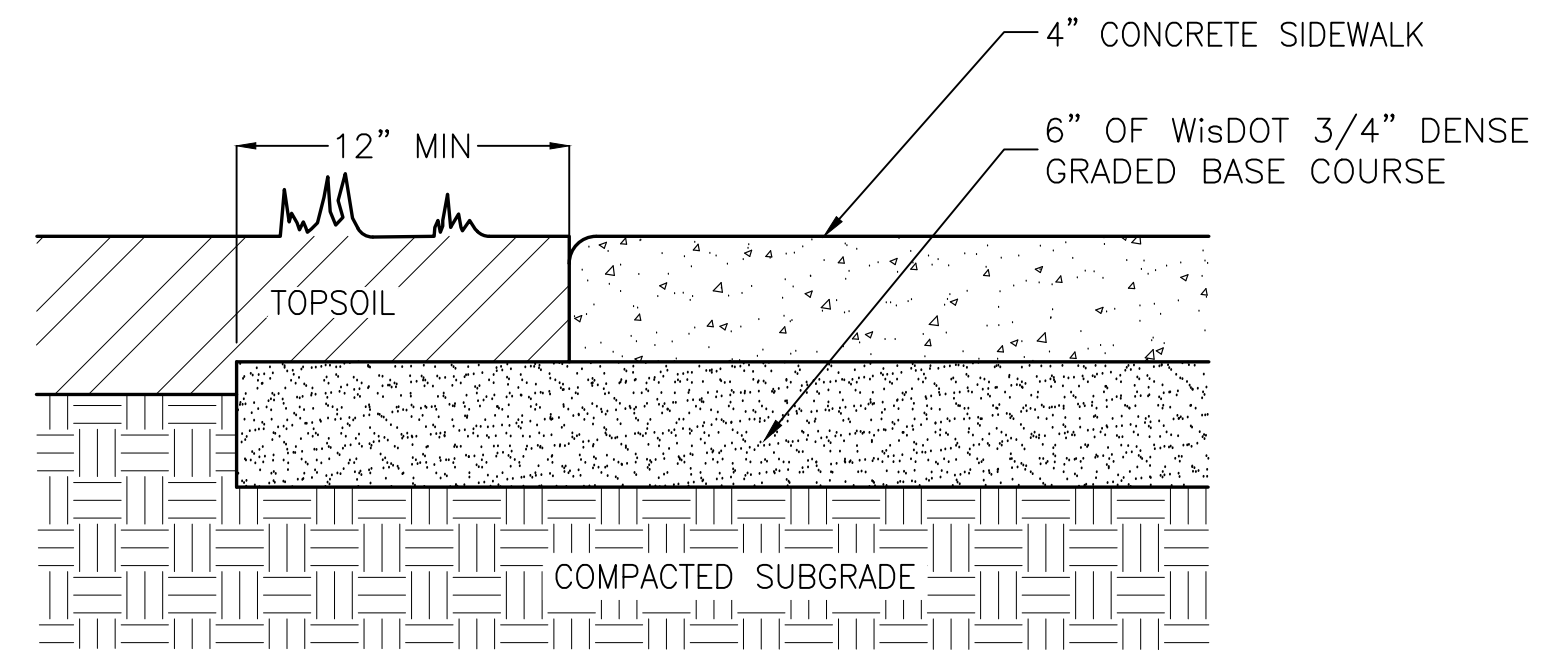




NOTES:
1. BREAKER RUN AND DENSE GRADED BASE COURSE SHALL EXTEND 1.0' BEYOND EDGE OF ASPHALT

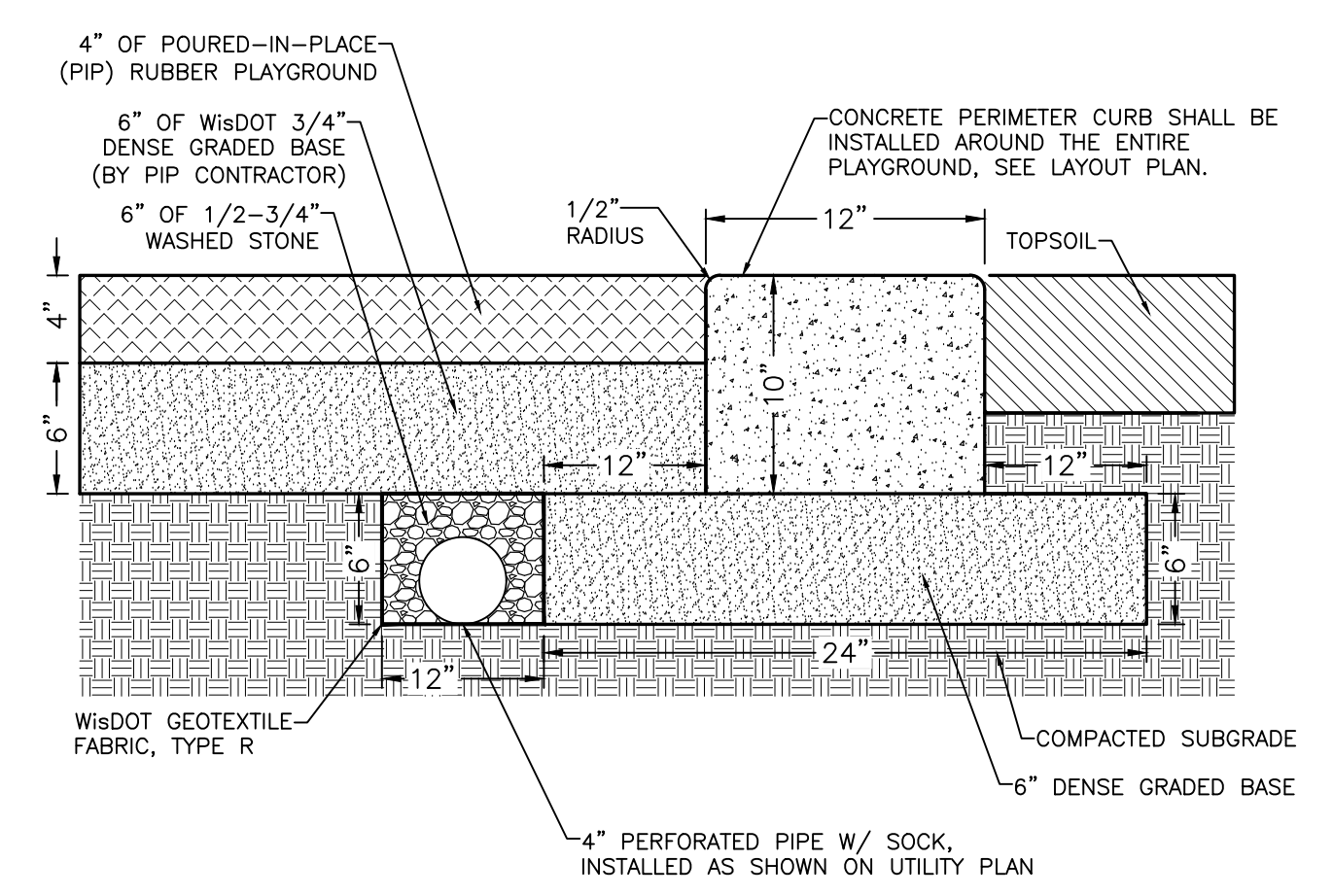
ASPHALT PAVEMENT

1
C6.0



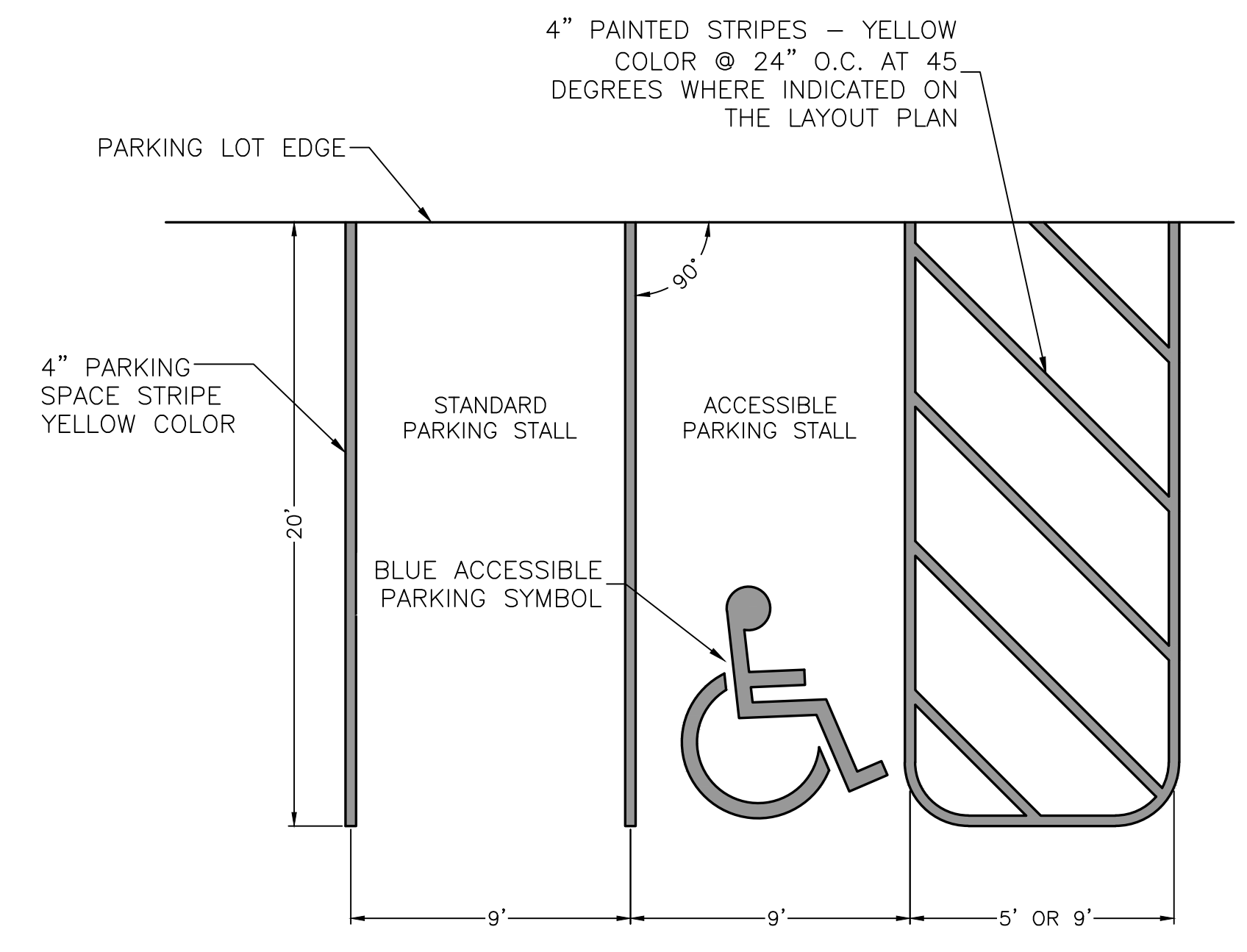
CONCRETE SIDEWALK

2
C6.0



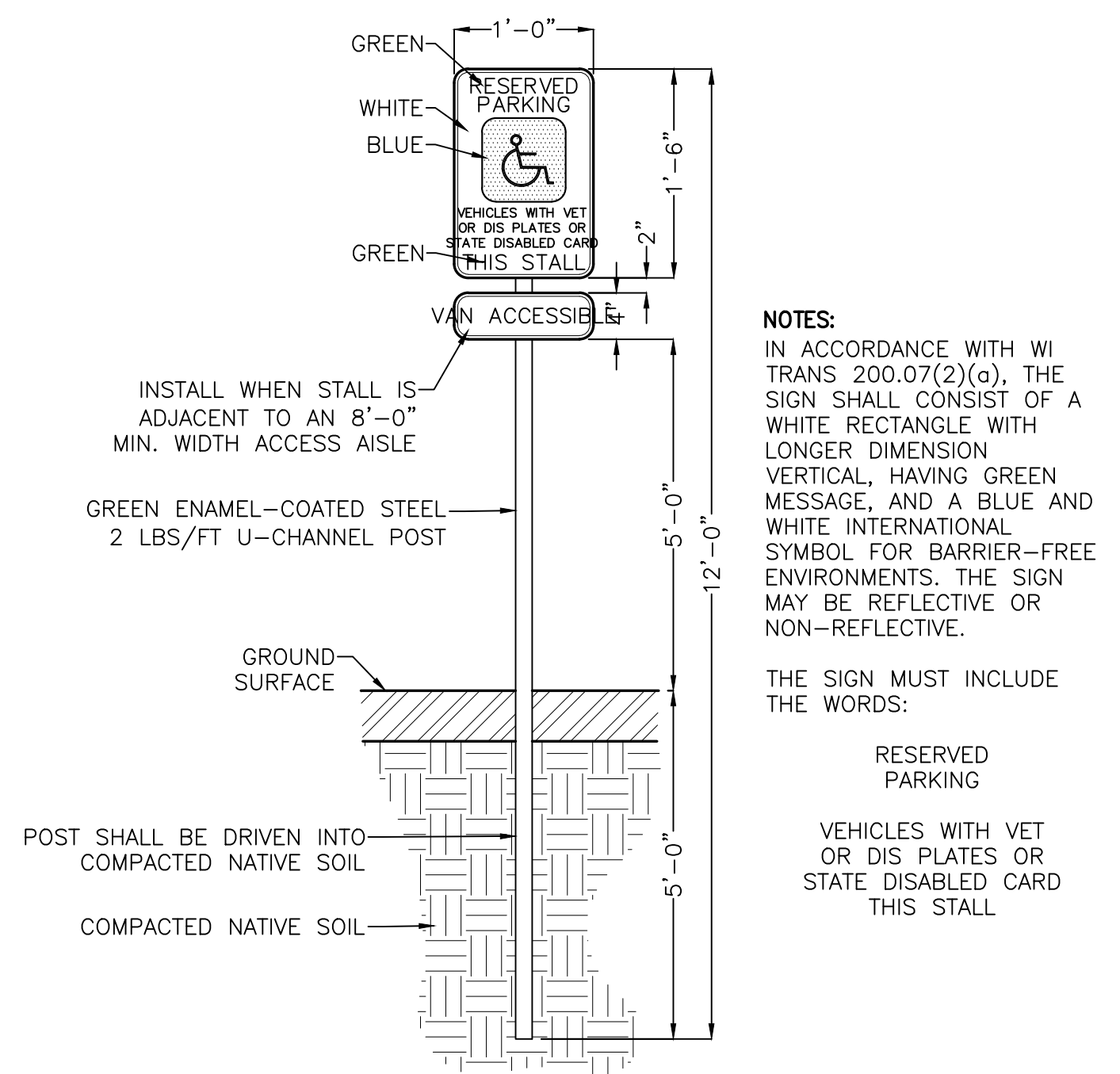
POURED RUBBER PLAY AREA

3
C6.0



ACCESSIBLE PARKING STALL

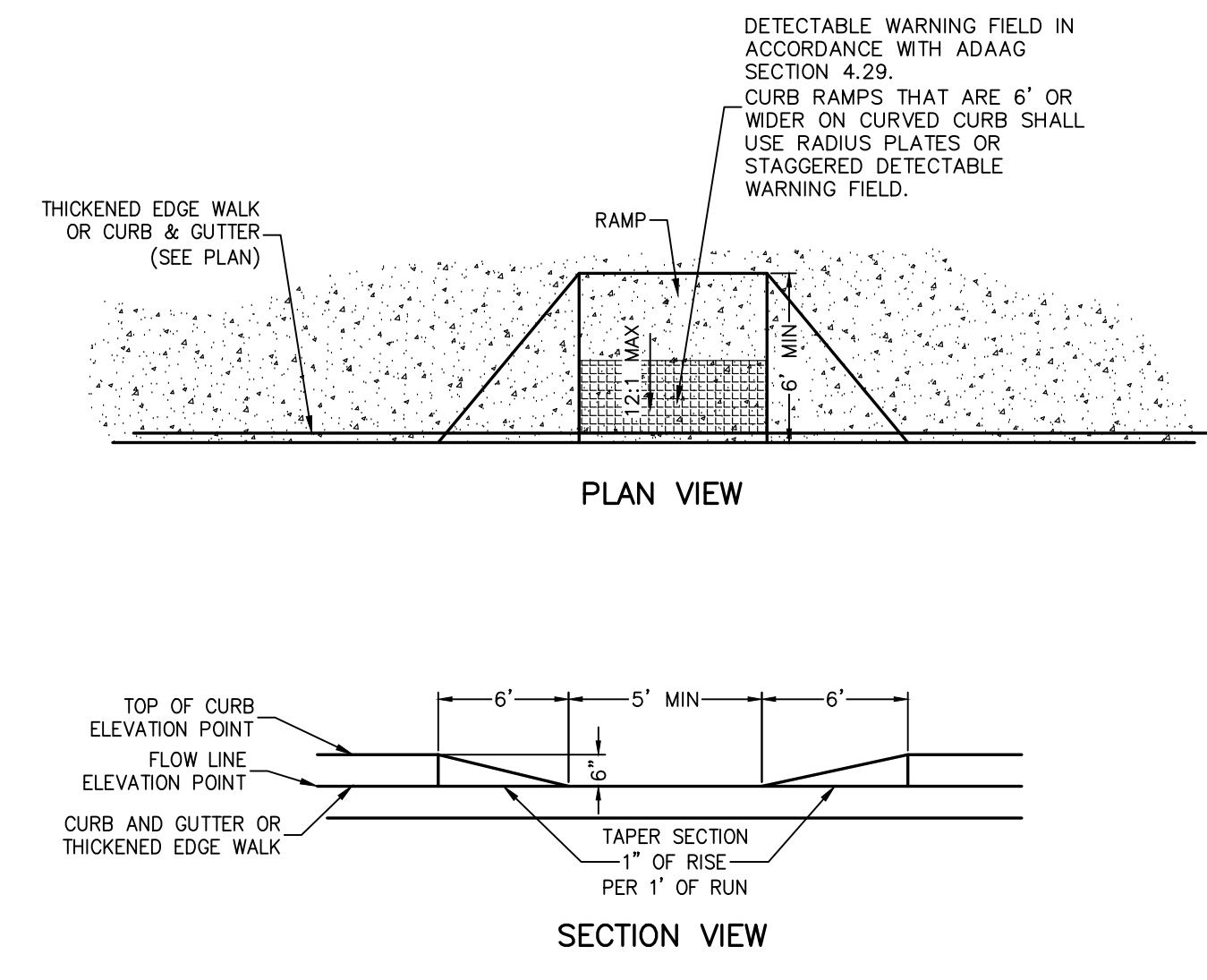
4
C6.0



NOTES:
IN ACCORDANCE WITH WISCONSIN TRANS 200.07(2)(g), THE SIGN SHALL CONSIST OF A WHITE RECTANGLE WITH LONGER DIMENSION VERTICAL, HAVING GREEN MESSAGE, AND A BLUE AND WHITE INTERNATIONAL SYMBOL FOR BARRIER-FREE ENVIRONMENTS. THE SIGN MAY BE REFLECTIVE OR NON-REFLECTIVE.
THE SIGN MUST INCLUDE THE WORDS:
RESERVED PARKING
VEHICLES WITH VET OR DIS PLATES OR STATE DISABLED CARD THIS STALL

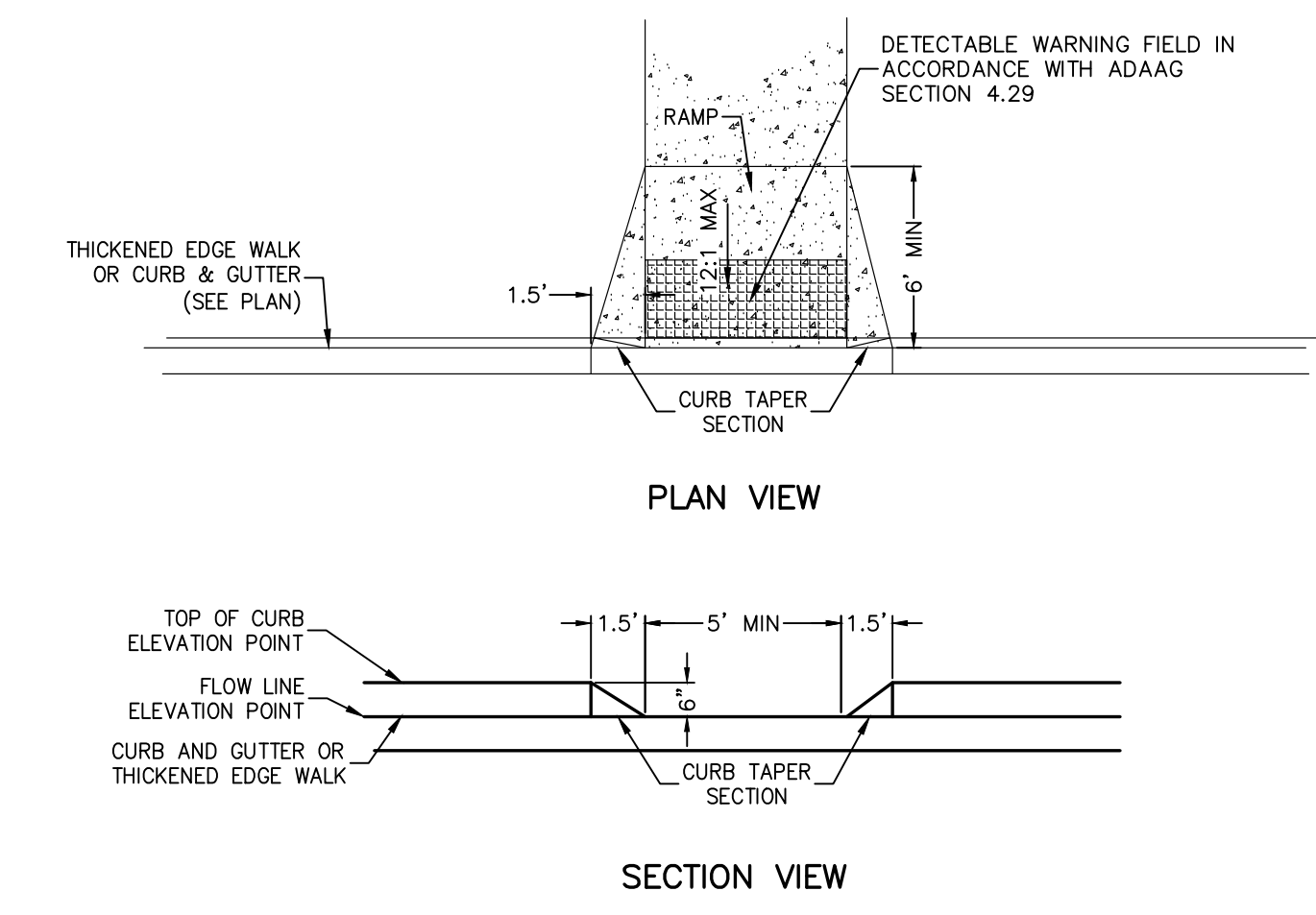
ACCESSIBLE PARKING SIGN

5
C6.0



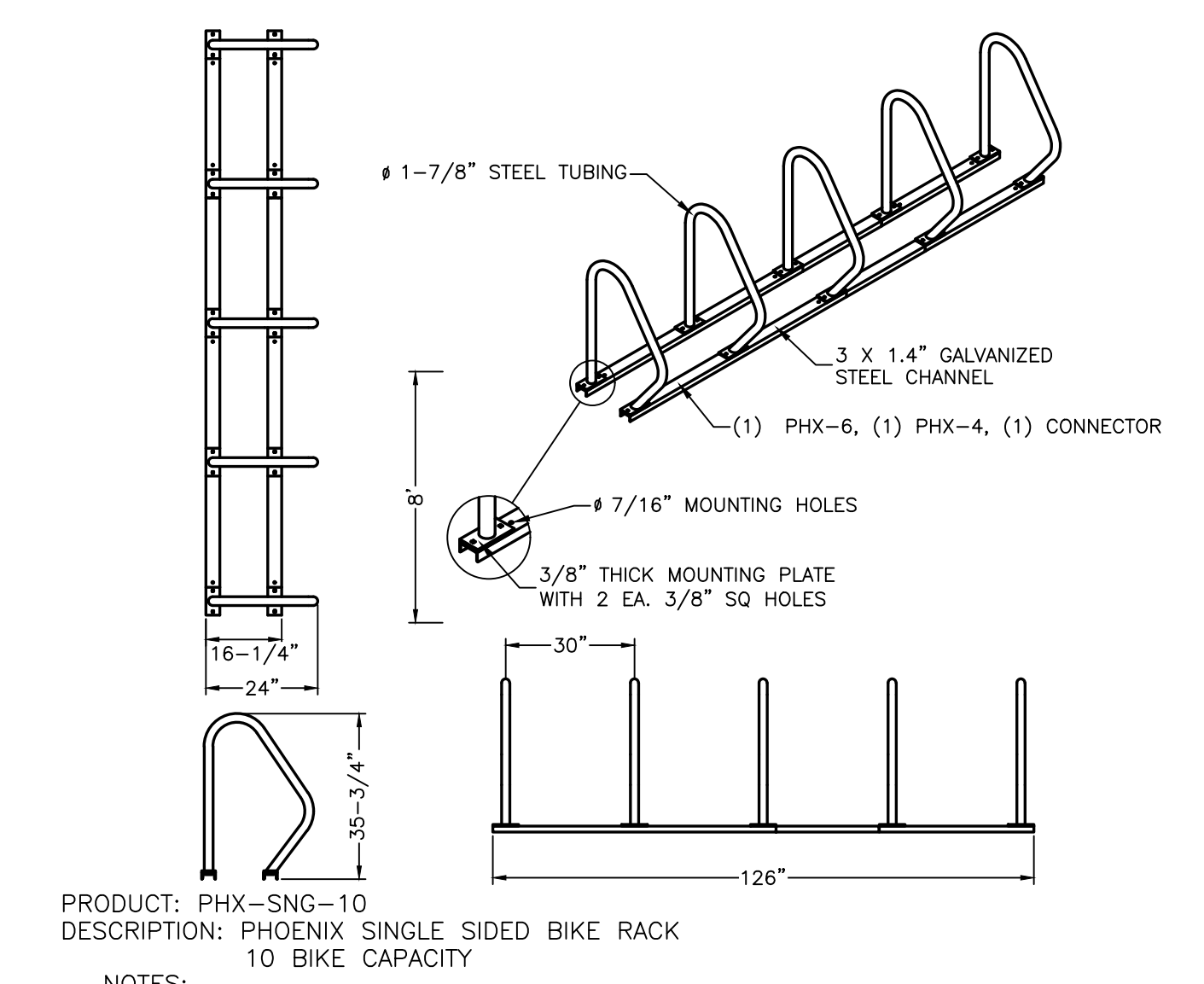
STANDARD CURB RAMP

6
C6.0



END-OF-WALK CURB RAMP

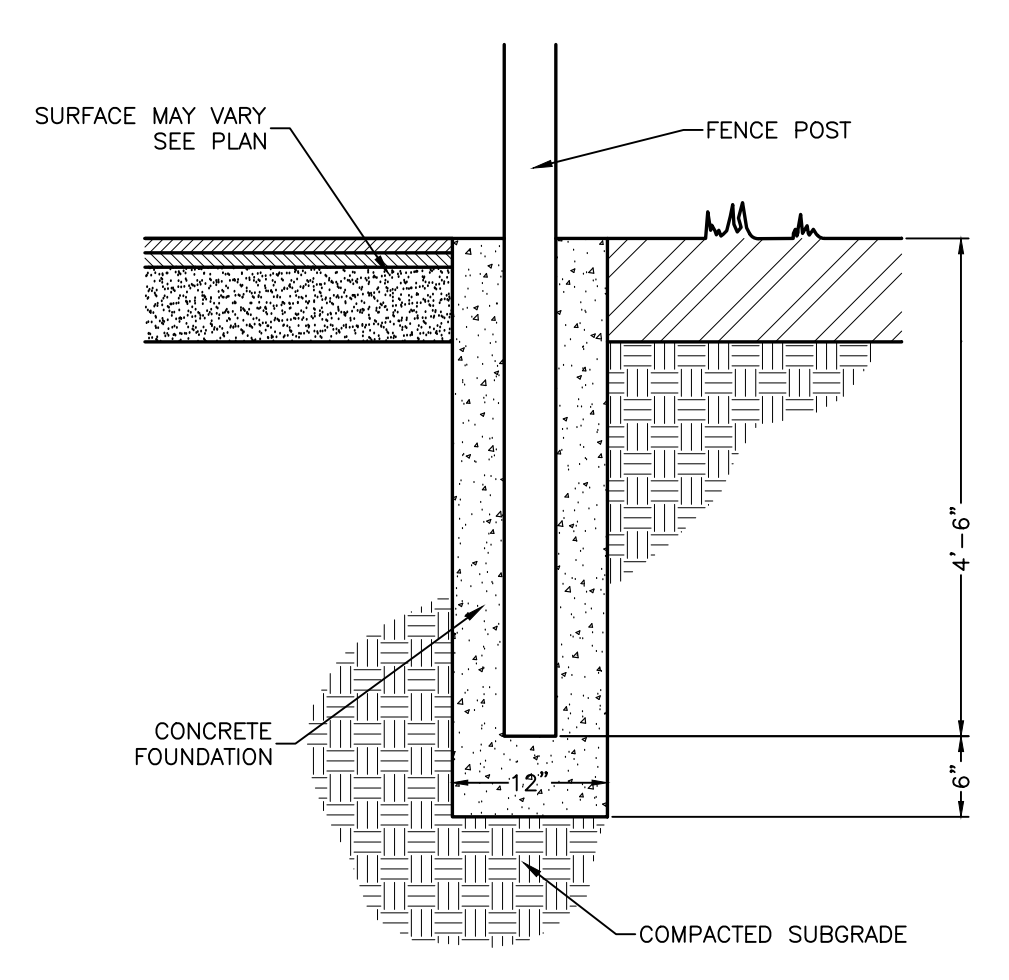
7
C6.0



PRODUCT: PHX-SNG-10
DESCRIPTION: PHOENIX SINGLE SIDED BIKE RACK
10 BIKE CAPACITY
NOTES:
1. BIKE RACK SHALL BE A RAIL MOUNTED 10 BIKE CAPACITY BIKE RACK.
2. PRODUCT SHALL BE MADRAX PHOENIX BIKE RACK AS SHOWN ABOVE, OR APPROVED EQUAL.
3. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
4. VERIFY COLOR (FINISH) WITH ARCHITECT/OWNER, SEE MANUFACTURER'S SPECIFICATIONS.
5. SEE LAYOUT PLAN FOR LOCATION.

BIKE RACK

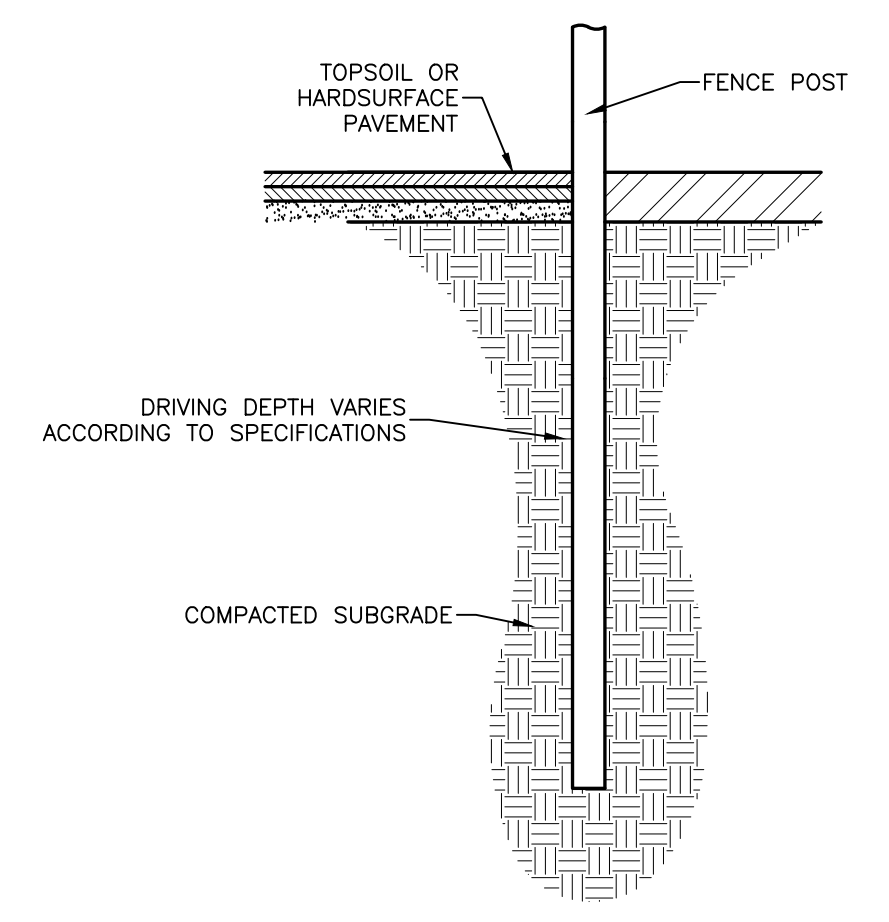
8
C6.0



NOTES:
1. ALL TERMINAL AND CORNER FENCE POSTS SHALL HAVE A CONCRETE FOUNDATION AS SHOWN ABOVE, UNLESS APPROVED BY CIVIL ENGINEER TO BE DRIVEN
2. SEE LAYOUT PLAN FOR TERMINAL/CORNER POST LOCATIONS

FENCE POST - FOUNDATION

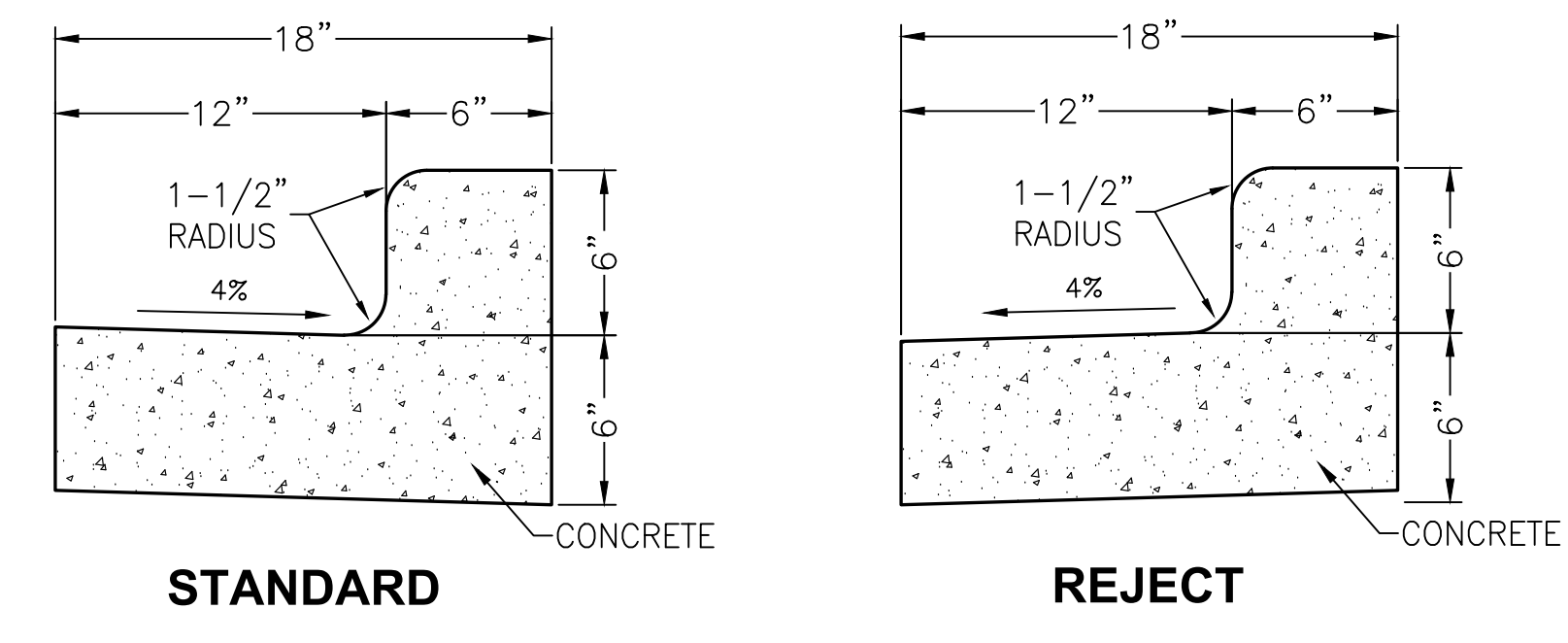
9
C6.0



NOTES:
1. ALL LINE POSTS SHALL BE DRIVEN AS SHOWN ABOVE.
2. SEE LAYOUT PLAN FOR FENCE LOCATIONS.
3. ALL LINE POSTS INSTALL WITHIN CONCRETE/ASPHALT SURFACES SHALL BE CORED, DRIVEN, AND SEALED WITH CAULK.

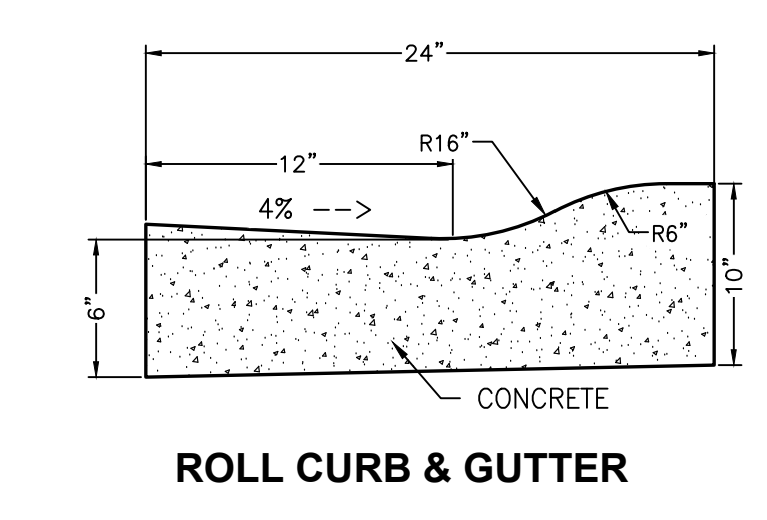
FENCE POST - DRIVEN

10
C6.0



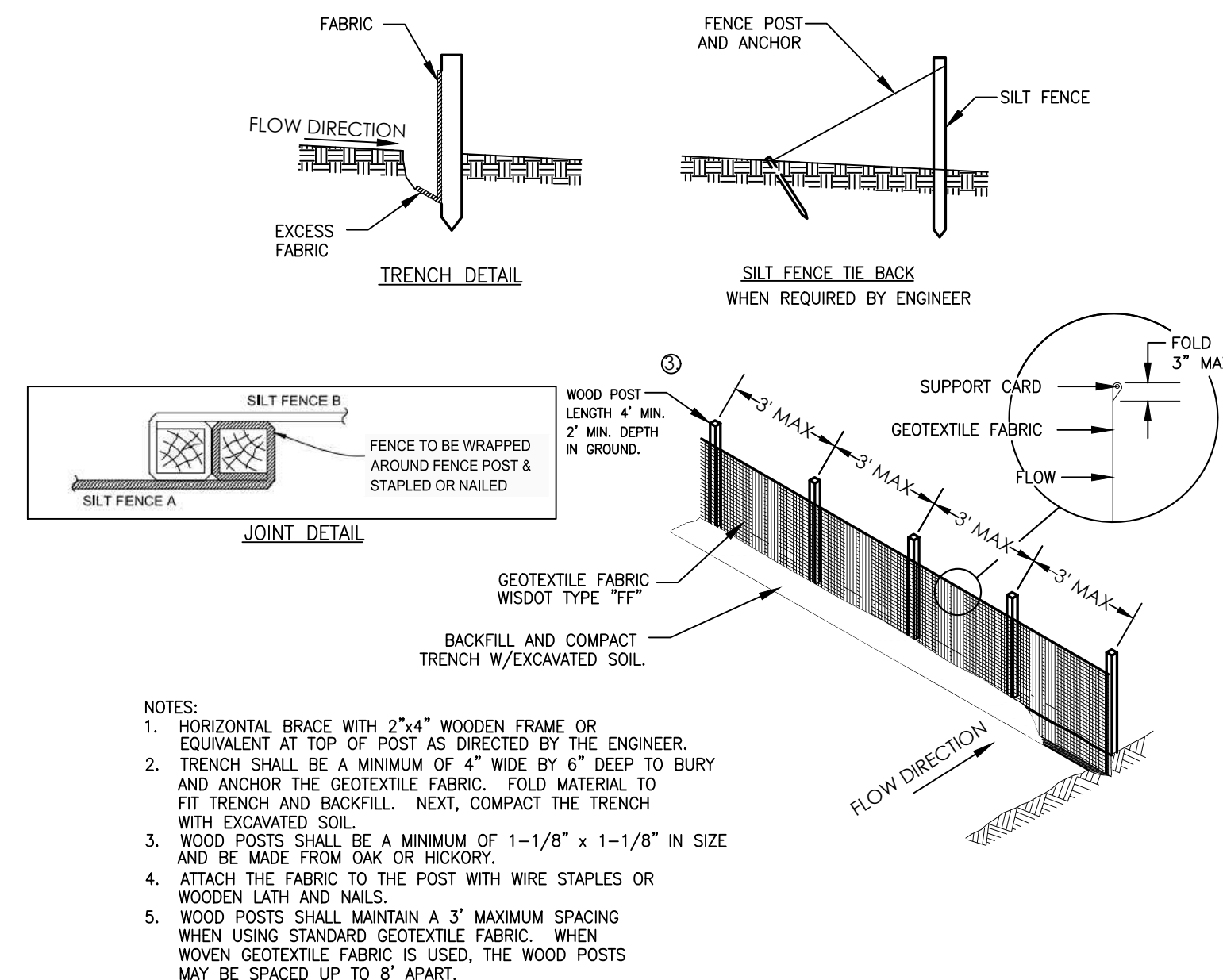
18" CURB AND GUTTER

11
C6.0



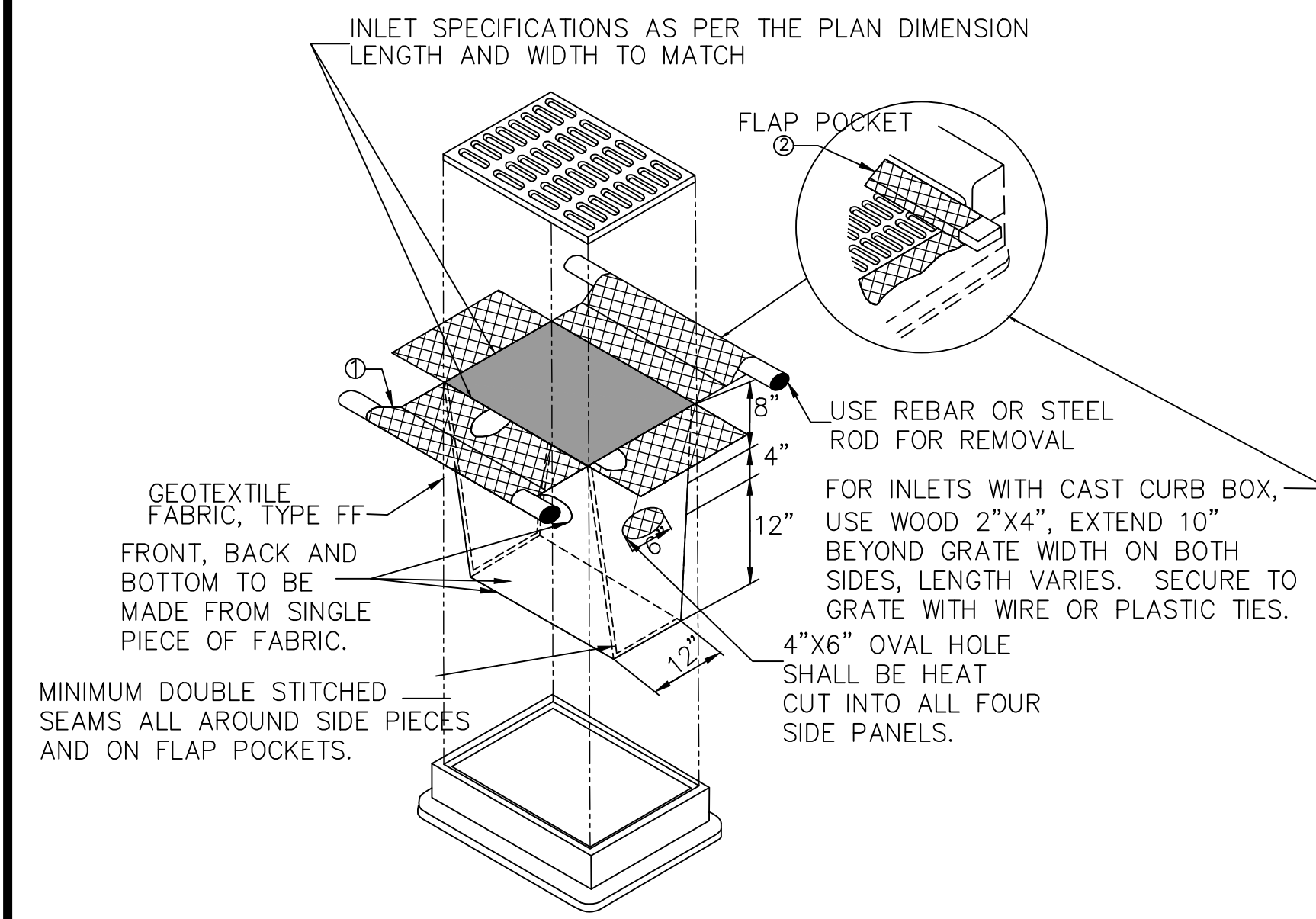
24" ROLL CURB AND GUTTER

12
C6.0



PROPOSED SILT FENCE

1
C6.1

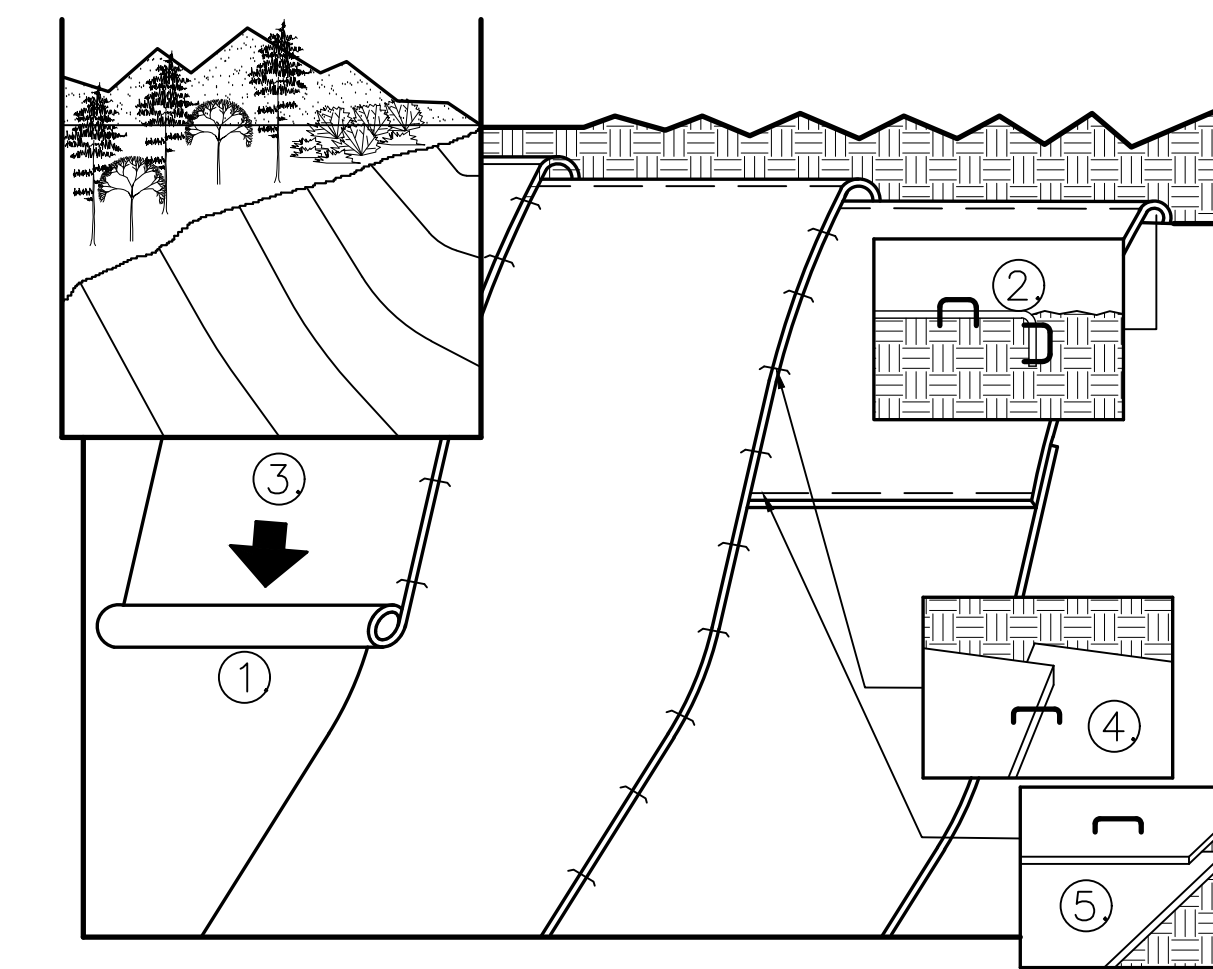


NOTES:

- USE TYPE D INLET PROTECTION FOR ALL NON-CURB INLETS
- USE FLEXSTORM'S CATCH-IT PRODUCT OR APPROVED EQUAL WITH RIGID FRAME.
- DO NOT BLOCK THE TOP HALF OF THE CURB FACE OPENING

INLET PROTECTION

2
C6.1

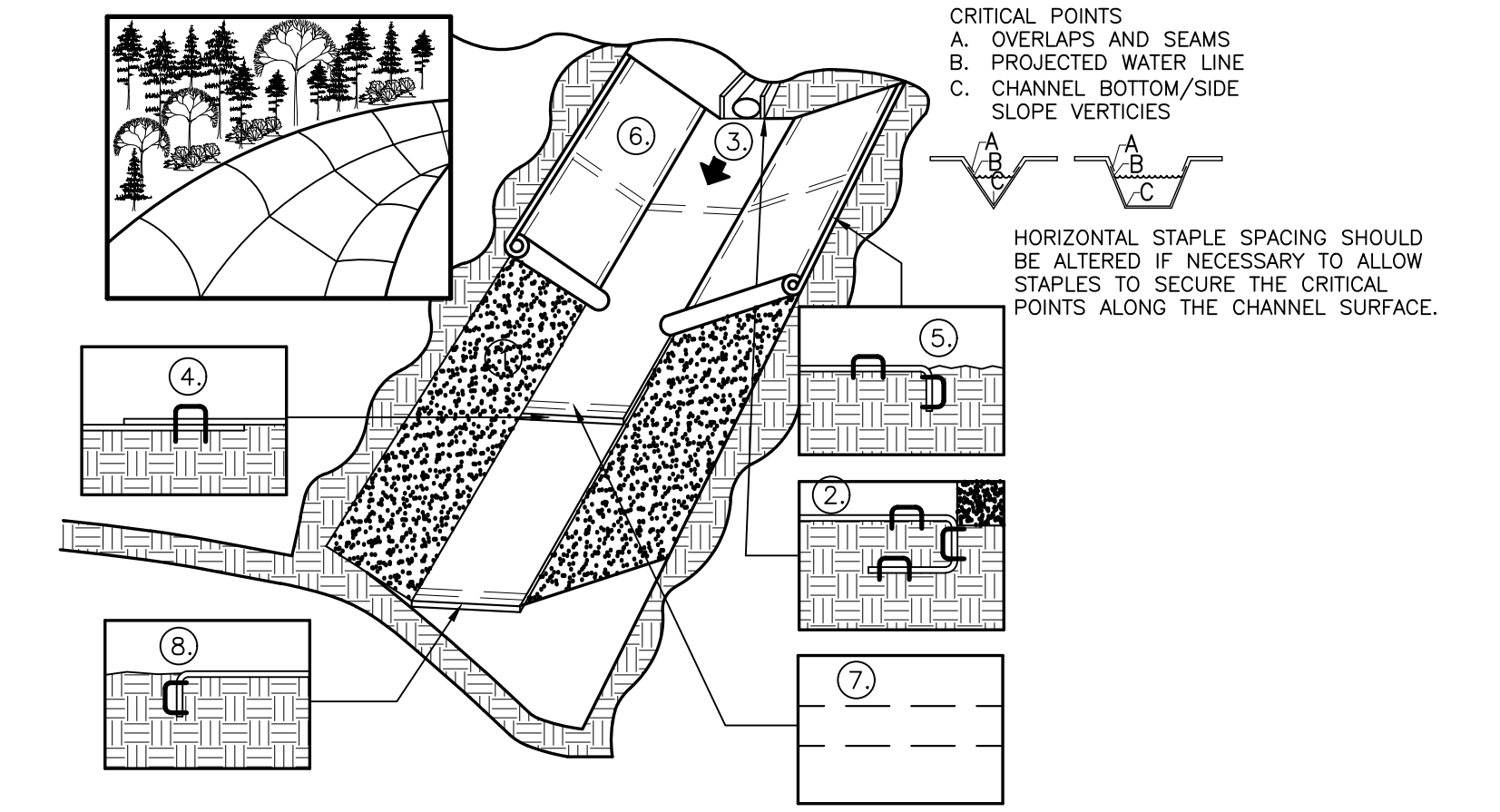


NOTES:

- PREPARE SOIL BEFORE INSTALLING MAT, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP BY 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- ROLL CENTER BLANKET IN DIRECTION OF WATER FLOW ON BOTTOM OF CHANNEL.
- PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH A 6" OVERLAP. USE A DOUBLE ROW OF STAGGERED STAPLES 4" APART TO SECURE BLANKETS.
- FULL LENGTH EDGE OF BLANKETS AT TOP OF SIDE SLOPES MUST BE ANCHORED IN 6" DEEP x 6" WIDE TRENCH BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- BLANKETS ON SIDE SLOPES MUST BE OVERLAPPED 4" OVER THE CENTER BLANKET AND STAPLED.
- IN MEDIUM/HIGH FLOW CHANNEL APPLICATIONS, A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT INTERVALS. USE A ROW OF STAPLES 4" APART OVER ENTIRE WIDTH OF CHANNEL. PLACE A SECOND ROW OF 4" BELOW THE FIRST ROW IN A STAGGERED PATTERN AND COMPACT THE TRENCH AFTER STAPLING.
- THE TERMINAL END OF THE BLANKETS MUST BE ANCHORED IN A 6" DEEP x 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- EROSION CONTROL MAT SHALL BE LISTED ON THE CURRENT WISDOT PRODUCT ACCEPTABILITY LIST (PAL) AS A CLASS I TYPE A EROSION MAT.

EROSION BLANKET - SLOPE

3
C6.1

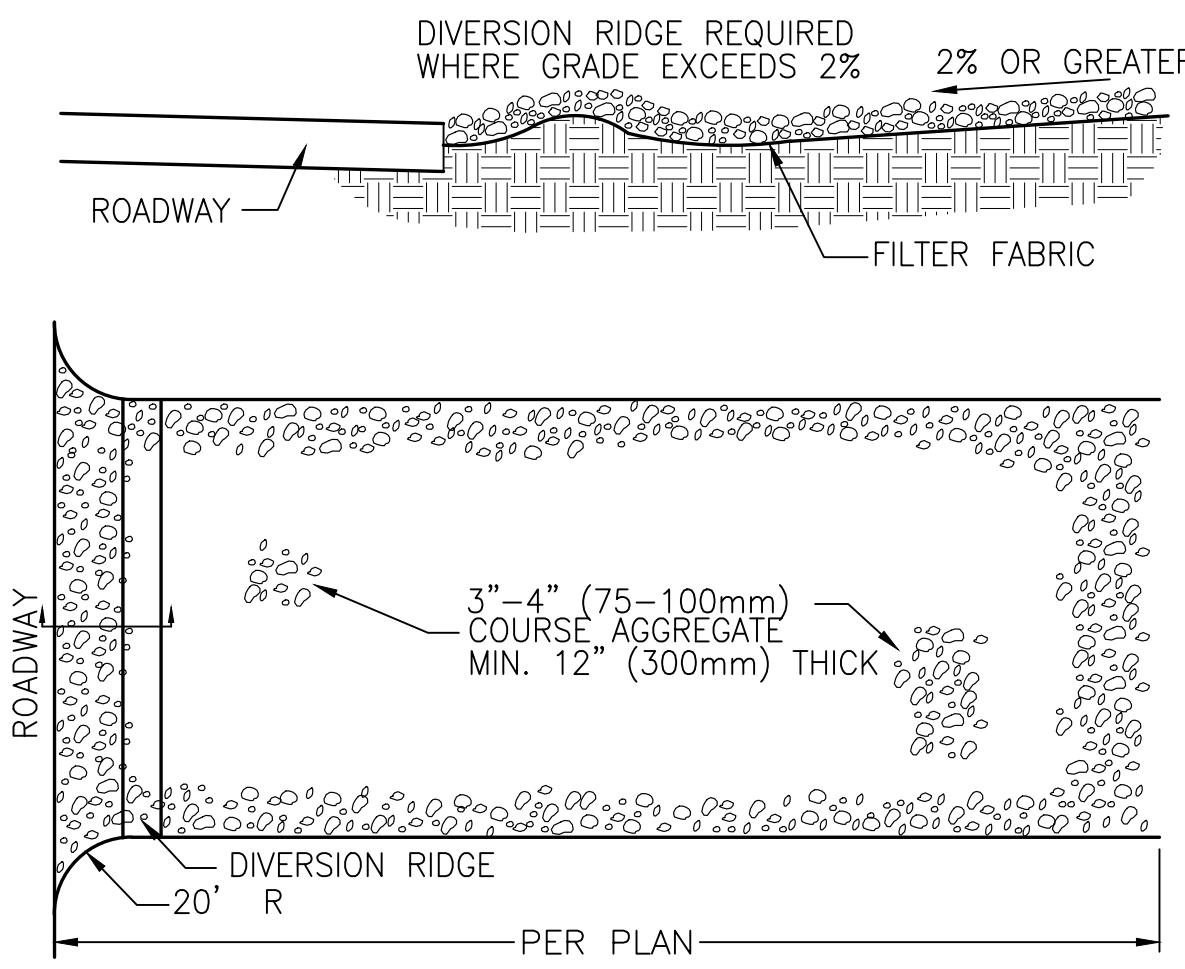


NOTES:

- PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED.
- BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" DEEP BY 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- ROLL CENTER BLANKET IN DIRECTION OF WATER FLOW ON BOTTOM OF CHANNEL.
- PLACE BLANKETS END OVER END (SHINGLE STYLE) WITH A 6" OVERLAP. USE A DOUBLE ROW OF STAGGERED STAPLES 4" APART TO SECURE BLANKETS.
- FULL LENGTH EDGE OF BLANKETS AT TOP OF SIDE SLOPES MUST BE ANCHORED IN 6" DEEP x 6" WIDE TRENCH BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- BLANKETS ON SIDE SLOPES MUST BE OVERLAPPED 4" OVER THE CENTER BLANKET AND STAPLED.
- IN MEDIUM/HIGH FLOW CHANNEL APPLICATIONS, A STAPLE CHECK SLOT IS RECOMMENDED AT 30 TO 40 FOOT INTERVALS. USE A ROW OF STAPLES 4" APART OVER ENTIRE WIDTH OF CHANNEL. PLACE A SECOND ROW OF 4" BELOW THE FIRST ROW IN A STAGGERED PATTERN AND COMPACT THE TRENCH AFTER STAPLING.
- THE TERMINAL END OF THE BLANKETS MUST BE ANCHORED IN A 6" DEEP x 6" WIDE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING.
- EROSION CONTROL MAT SHALL BE LISTED ON THE CURRENT WISCONSIN DEPARTMENT OF TRANSPORTATION PRODUCT ACCEPTABILITY LIST (PAL) AS A CLASS III TYPE A EROSION MAT.

EROSION BLANKET - CHANNEL

4
C6.1

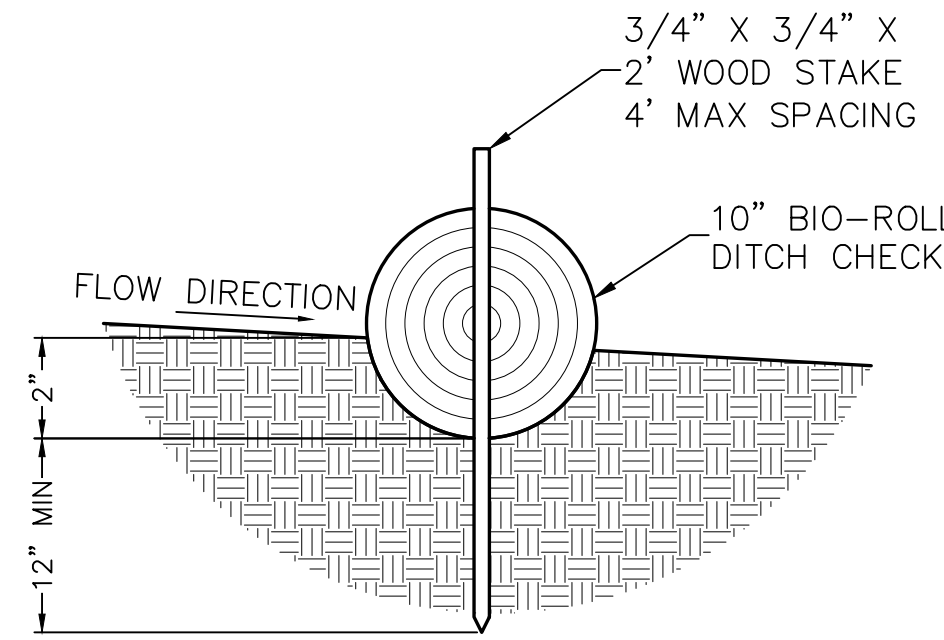


GENERAL NOTES:

- THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT ANY MEASURES USED TO TRAP SEDIMENT.
- WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.

ROCK CONSTRUCTION ENTRANCE

5
C6.1



NOTES:

- USE ONLY DITCH CHECKS FOUND ON THE WISCONSIN DEPARTMENT OF TRANSPORTATION PRODUCT ACCEPTABILITY LIST (PAL).
- INSPECT DITCH CHECK FOR DEFICIENCIES PRIOR TO FORECASTED RAIN EVENTS, DAILY DURING EXTENDED RAIN EVENTS, AFTER RAIN EVENTS, AND AT 2-WEEK INTERVALS.
- TURN ENDS OF DITCH CHECK UPSLOPE TO PREVENT WATER FROM FLOWING AROUND END.
- REMOVE SEDIMENT BEHIND DITCH CHECK BEFORE SEDIMENT LEVEL REACHES THE HALFWAY POINT BETWEEN THE GROUND SURFACE AND TOP OF THE DITCH CHECK.

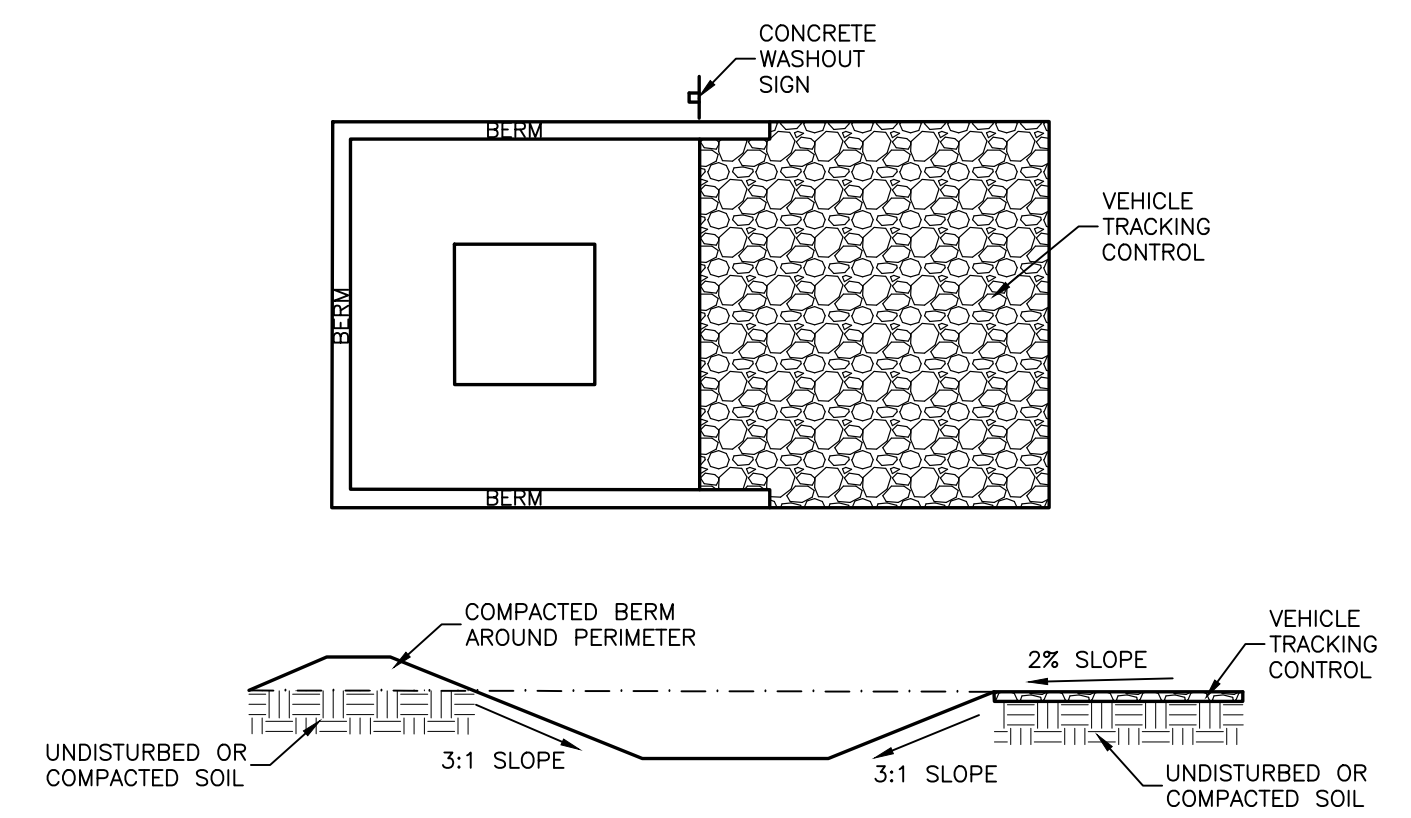
TEMPORARY DITCH CHECK

6
C6.1



CROSSWALK

7
C6.1

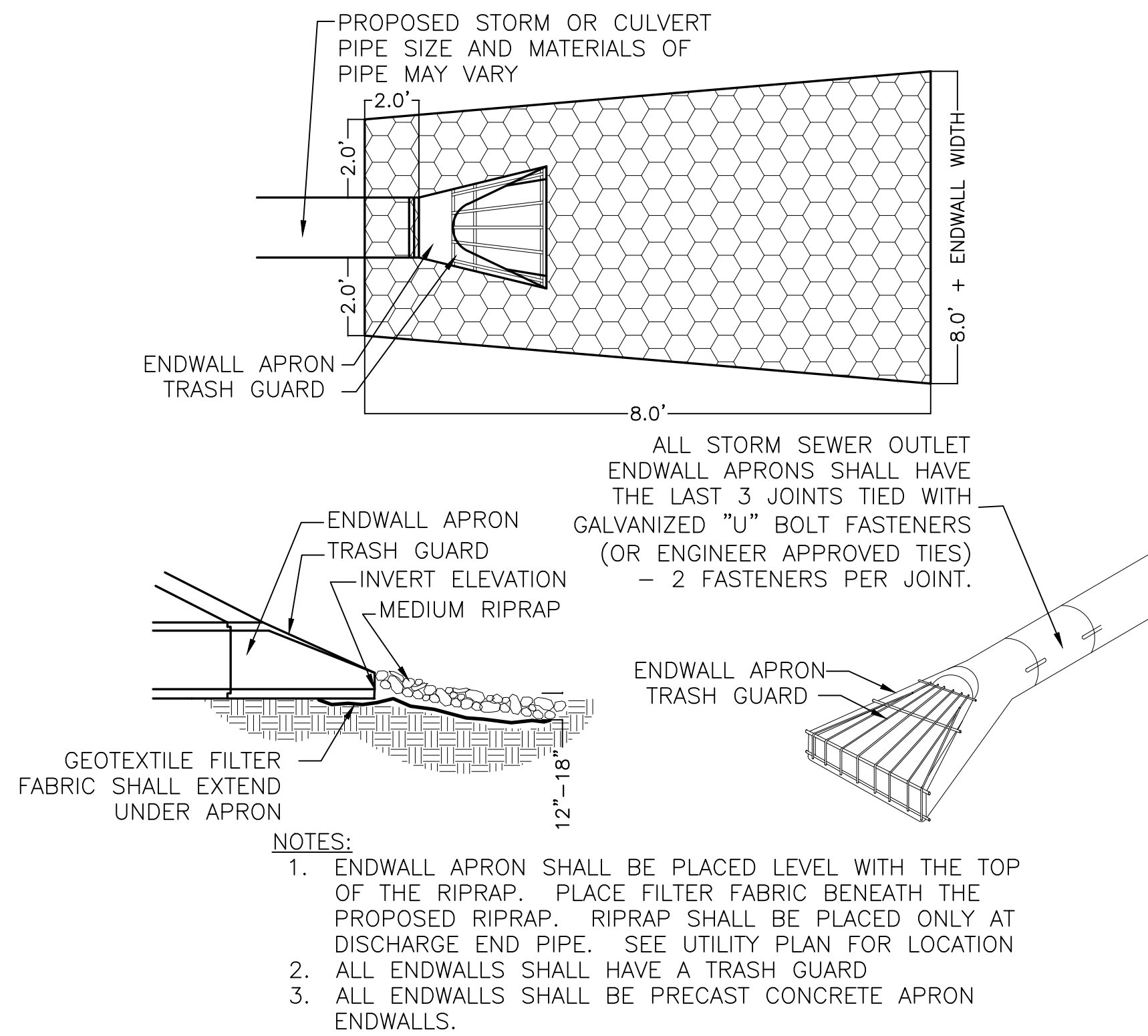


NOTES:

- DO NOT LOCATE AN UNLINED CONCRETE WASHOUT AREA (CWA) WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE SHOULD BE USED.
- THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.
- CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8' WITH SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1. THE PIT SHALL BE AT LEAST 3' DEEP.
- BERM SURROUNDING SIDES AND BACK OF CWA SHALL HAVE A MINIMUM HEIGHT OF 1'.
- VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS CWA PIT.
- SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.

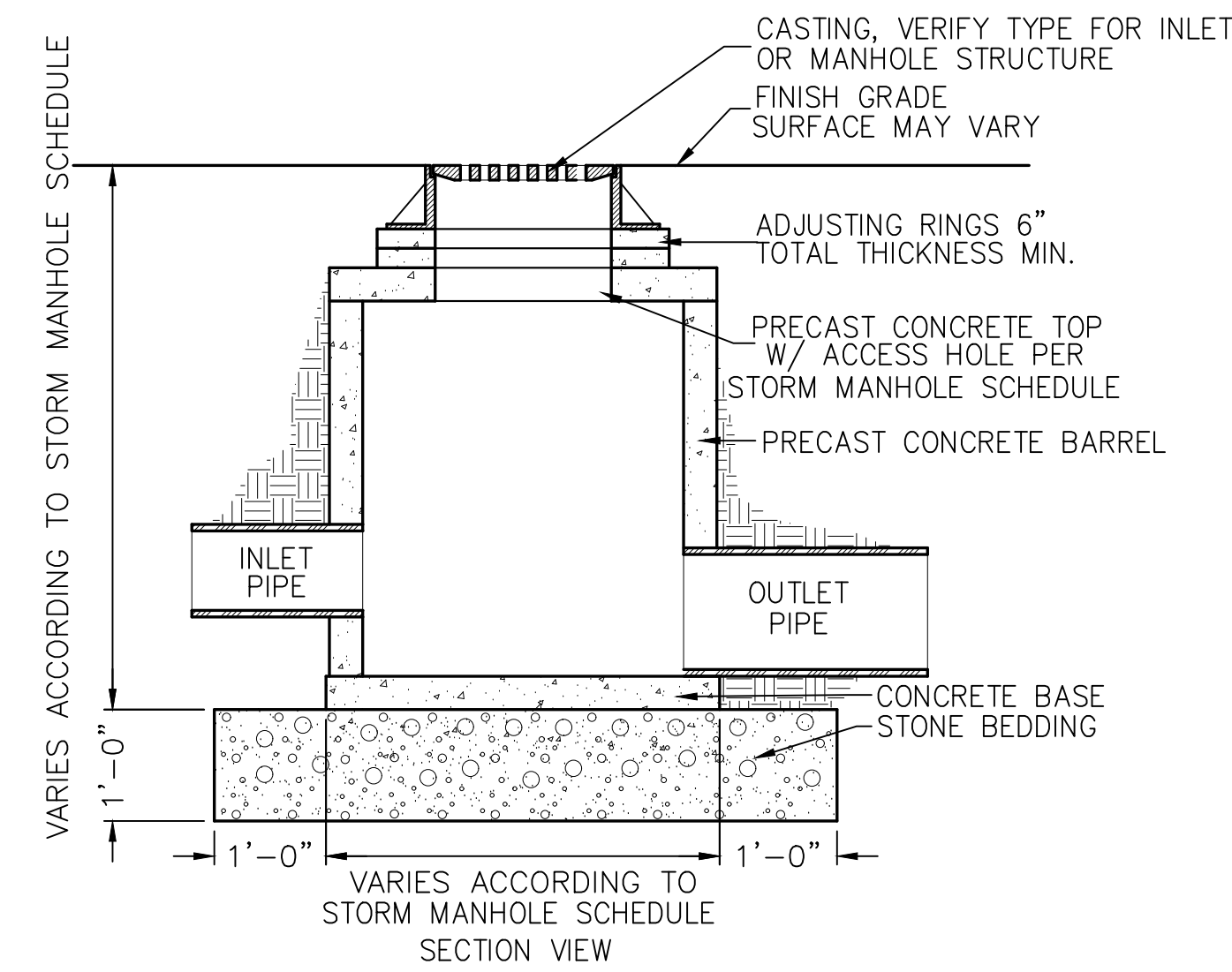
CONCRETE WASHOUT AREA

8
C6.1



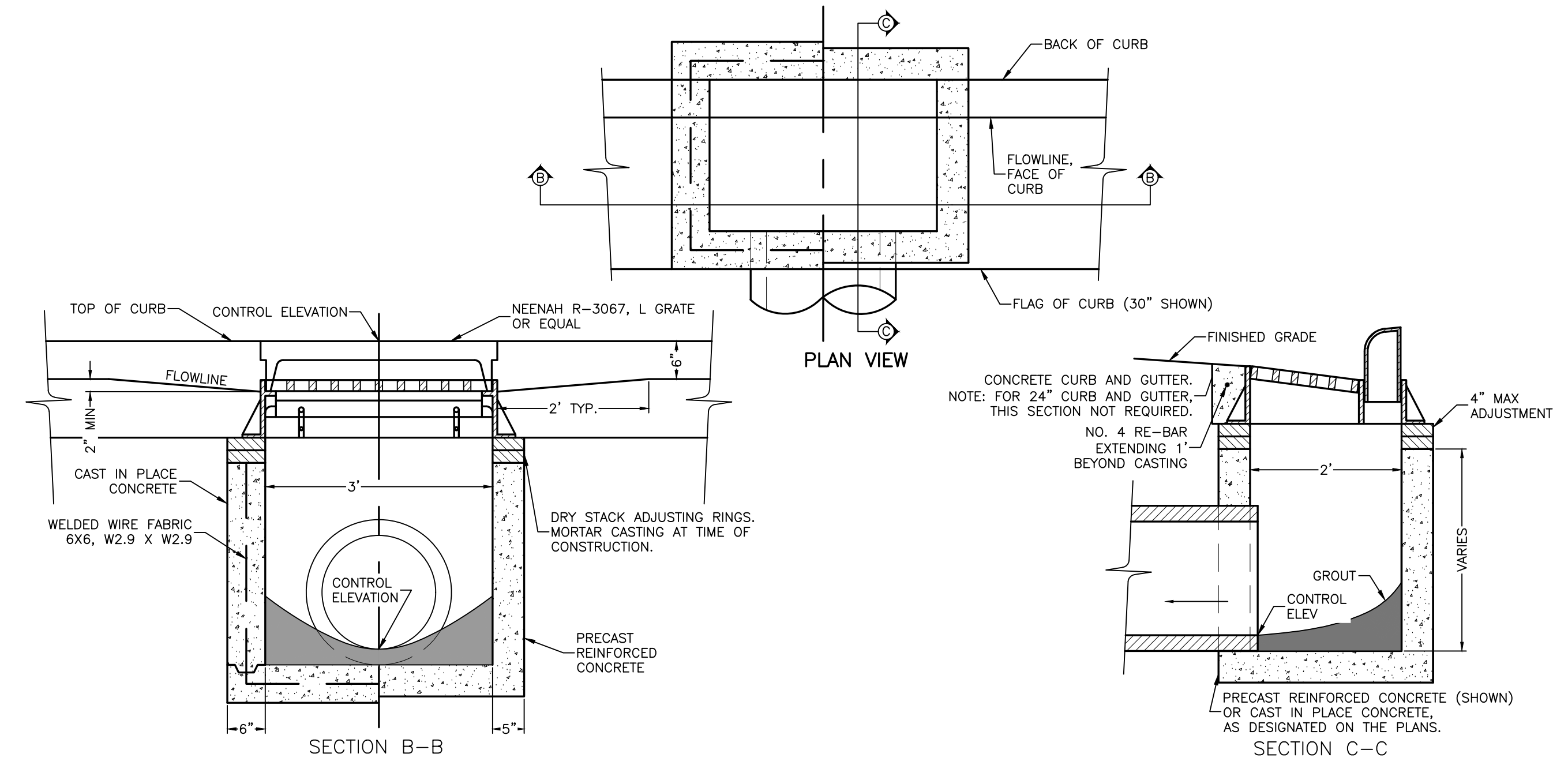
ENDWALL STRUCTURE

1
C6.2



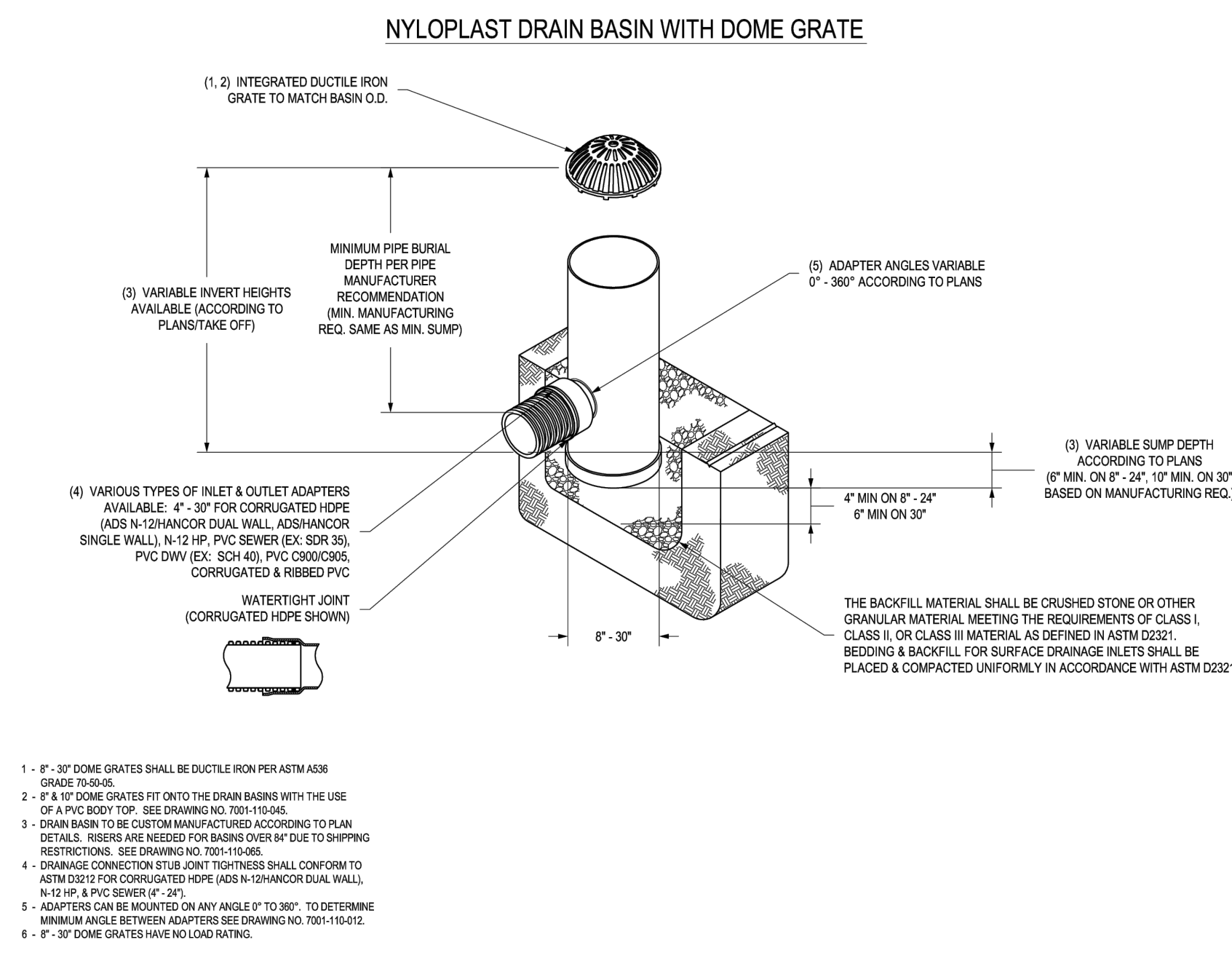
STORM SEWER MANHOLE

2
C6.2



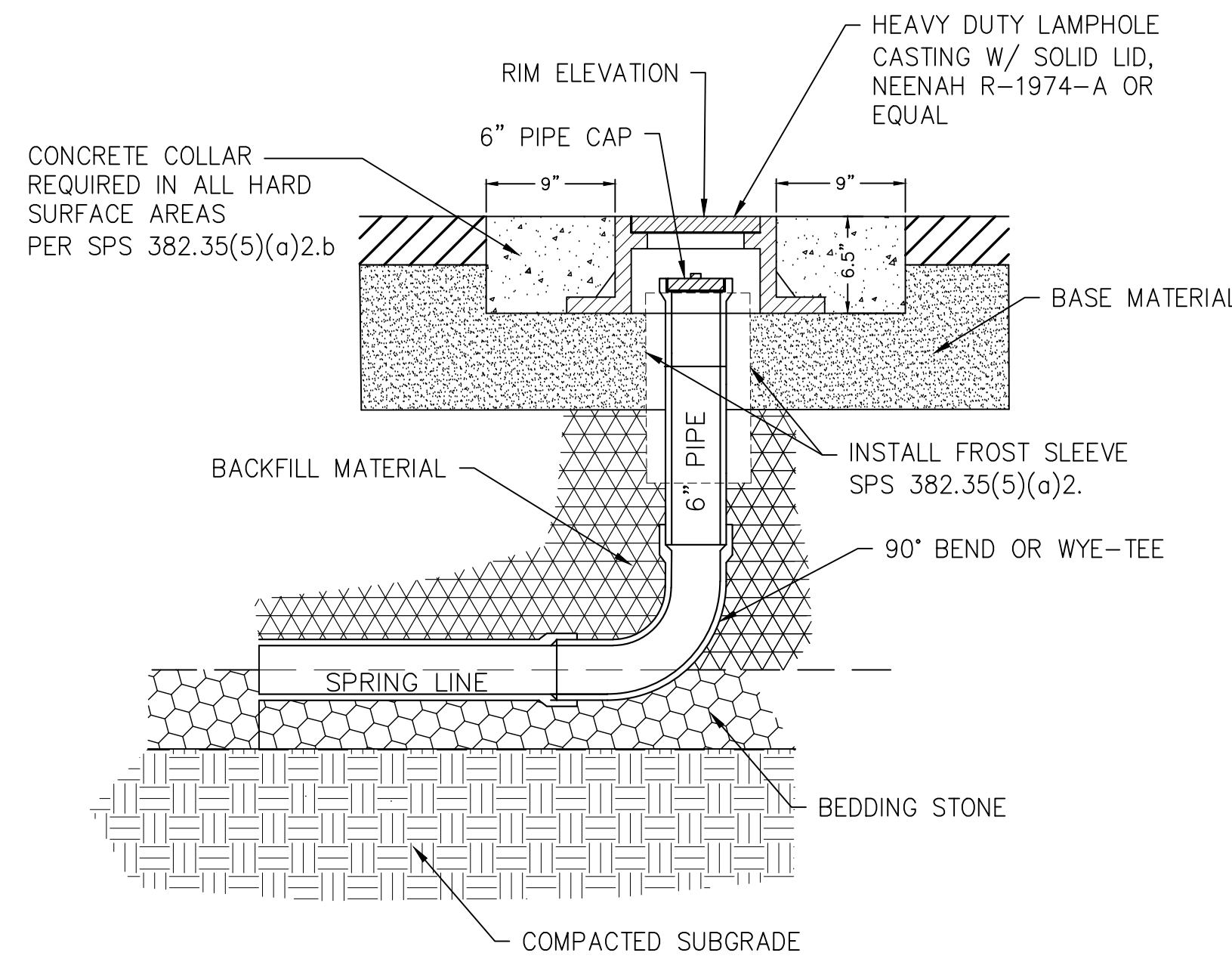
CURB INLET

3
C6.2



MODULAR INLET

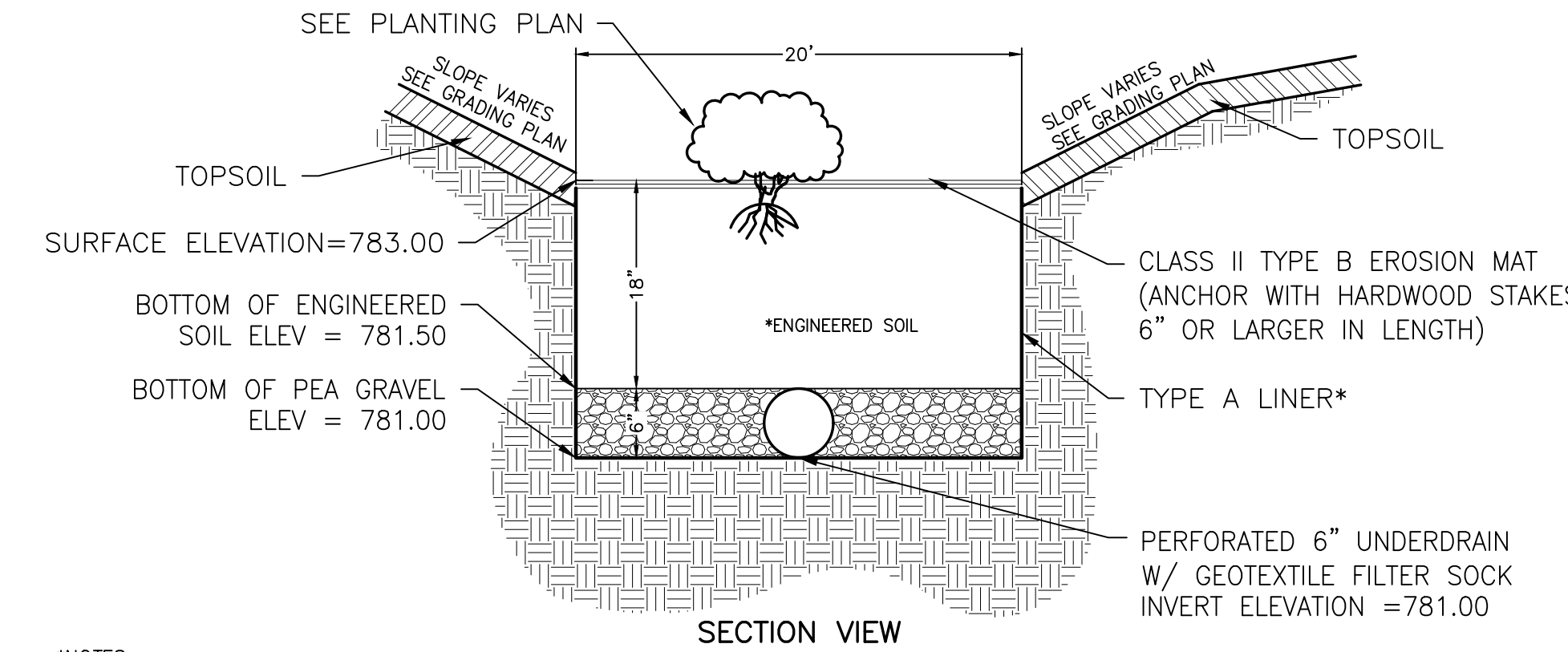
4
C6.2



- NOTES:
1. INSTALL LAMPHOLE CASTING FLUSH WITH THE ASPHALT/CONCRETE PAVEMENT.
 2. SEE THE CLEANOUT SCHEDULE FOR INVERT AND RIME ELEVATIONS.
 3. ALL TRENCHES UNDER HEADSURFACES TO BE BACKFILLED WITH GRANULAR/BASE MATERIAL.

CLEANOUT

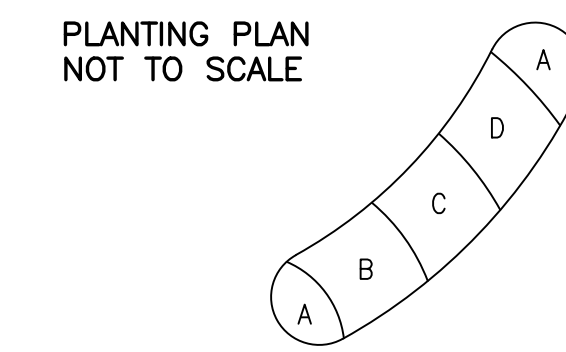
5
C6.2



- NOTES:
1. INSTALL ENGINEERED MEDIA ONLY AFTER SITE PAVING HAS OCCURRED AND TURF AREAS HAVE BEEN ESTABLISHED WITH VEGETATION.
 2. NO MECHANICAL COMPACTION SHALL BE USED DURING ENGINEERED MEDIA INSTALLATION (INCLUDING EQUIPMENT TRACKING).
 3. ENGINEERED MEDIA SHALL BE INSTALLED IN 6" LIFTS AND SPRINKLER WATERED (TO SIMULATE RAINFALL) AT EACH LIFT TO ACHIEVE SETTLEMENT. ALTERNATIVELY, ENGINEERED MEDIA MAY BE PLACED IN 6 INCH LIFTS WITHOUT WATERING AND FINISHED GRADE PLACED 3 INCHES ABOVE THE PLAN ELEVATION TO ACCOUNT FOR EXPECTED SETTLEMENT DURING INITIAL RAINFALLS.
 4. ENGINEERED MEDIA COMPOSITION - THE SOIL SHALL BE INSTALLED PER THE FOLLOWING SPECIFICATIONS:
 - 4.A. THE PLANTING MIXTURE SHALL CONSIST OF A MIXTURE OF 85% SAND AND 15% COMPOST BY VOLUME.
 - 4.B. THE SAND SHALL MEET ONE OF THE FOLLOWING GRADATION REQUIREMENTS:
 - USDA COARSE SAND (02 - 04 INCHES)
 - ASTM C33 (FINE AGGREGATE CONCRETE SAND)
 - WISCONSIN STANDARDS AND SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION, SECTION 501.2.5.3.4. (FINE AGGREGATE CONCRETE SAND) 2005 EDITION, OR AN EQUIVALENT AS APPROVED BY THE ADMINISTERING AUTHORITY. THE PREFERRED SAND COMPONENT CONSISTS OF MOSTLY SiO2, BUT SAND CONSISTING OF DOLOMITE OR CALCIUM CARBONATE MAY ALSO BE USED. MANUFACTURED SAND OR STONE DUST IS NOT ALLOWED. THE SAND SHALL BE WASHED AND DRAINED TO REMOVE CLAY AND SILT PARTICLES PRIOR TO MIXING.
 - 4.C. THE COMPOST COMPONENT SHALL MEET THE REQUIREMENTS OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES SPECIFICATION 5100, COMPOST.
 - 4.D. THE ENGINEERED SOIL MIX SHALL BE FREE OF ROCKS, STUMPS, BRUSH OR OTHER MATERIAL OVER 1 INCH IN DIAMETER. NO OTHER MATERIALS SHALL BE MIXED WITH THE PLANTING SOIL THAT MAY BE HARMFUL TO PLANT GROWTH OR PROVE A HINDRANCE TO PLANTING OR MAINTENANCE.
 - 4.E. THE ENGINEERED SOIL MIX SHALL HAVE A PH BETWEEN 5.5 AND 6.5.
 - 4.F. THE ENGINEERED SOIL MIX SHALL HAVE ADEQUATE NUTRIENT CONTENT TO MEET PLANT GROWTH REQUIREMENTS.
 5. TYPE A LINER - INSTALL TYPE A LINER MEETING ALL APPLICABLE REQUIREMENTS OF APPENDIX D OF WISCONSIN DNR TECHNICAL STANDARD 1001. THE LINER SHALL BE CONSTRUCTED WITH ONE OF THE FOLLOWING MATERIALS:
 - 5.A. HIGH DENSITY POLYETHYLENE (HDPE) - MINIMUM THICKNESS OF 60 MILS.
 - 5.B. NATURAL CLAY - MINIMUM THICKNESS OF 2 FEET
 - 5.C. GEOSYNTHETIC CLAY (GCL)

BIORETENTION BASIN

6
C6.2

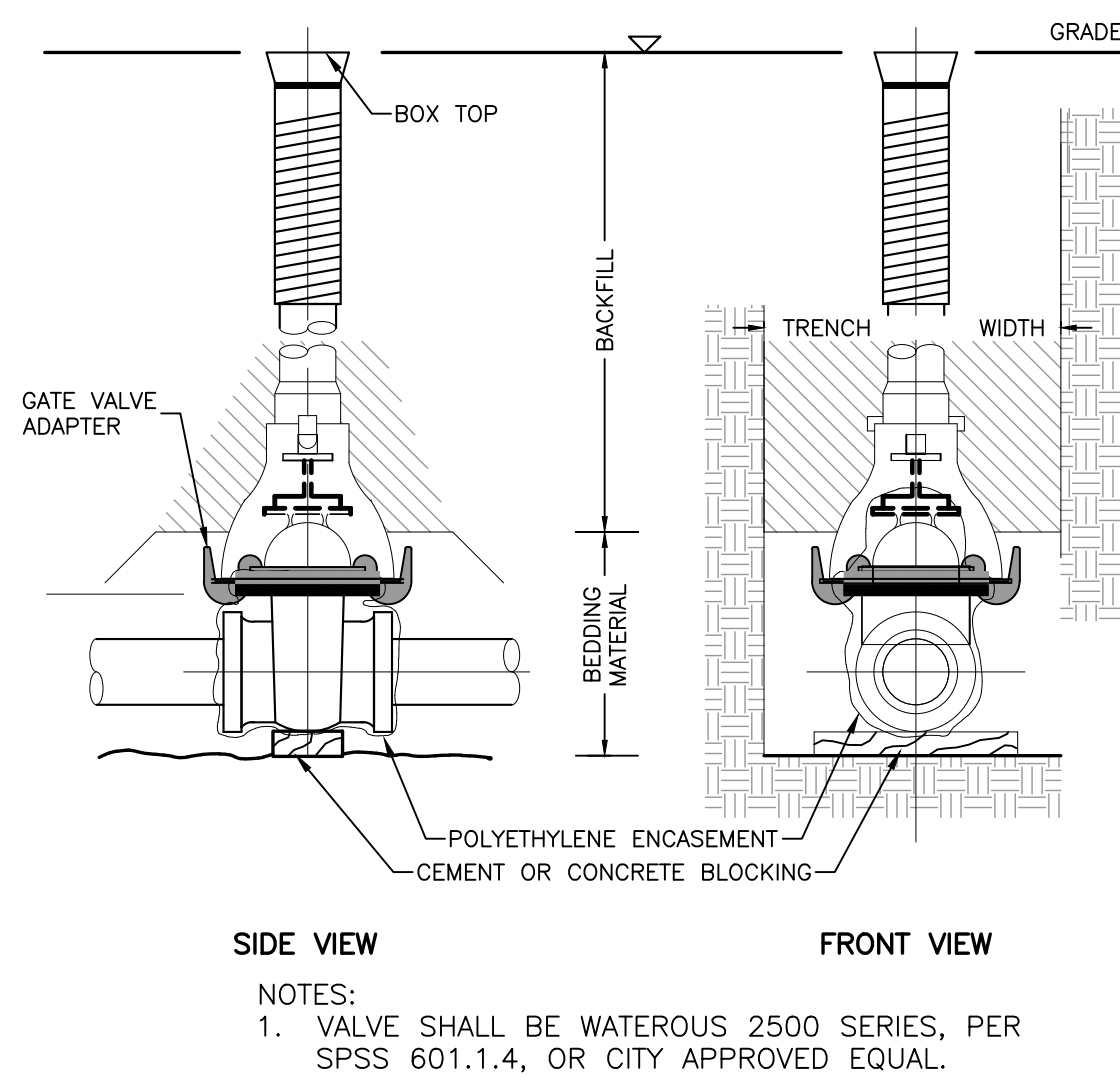


PLANT CLUSTER	SIZE	TOTAL PLUGS
A	PLUG	406
B	PLUG	410
C	PLUG	407
D	PLUG	416

*1 PLUG FOR EVERY 1 SQUARE FEET

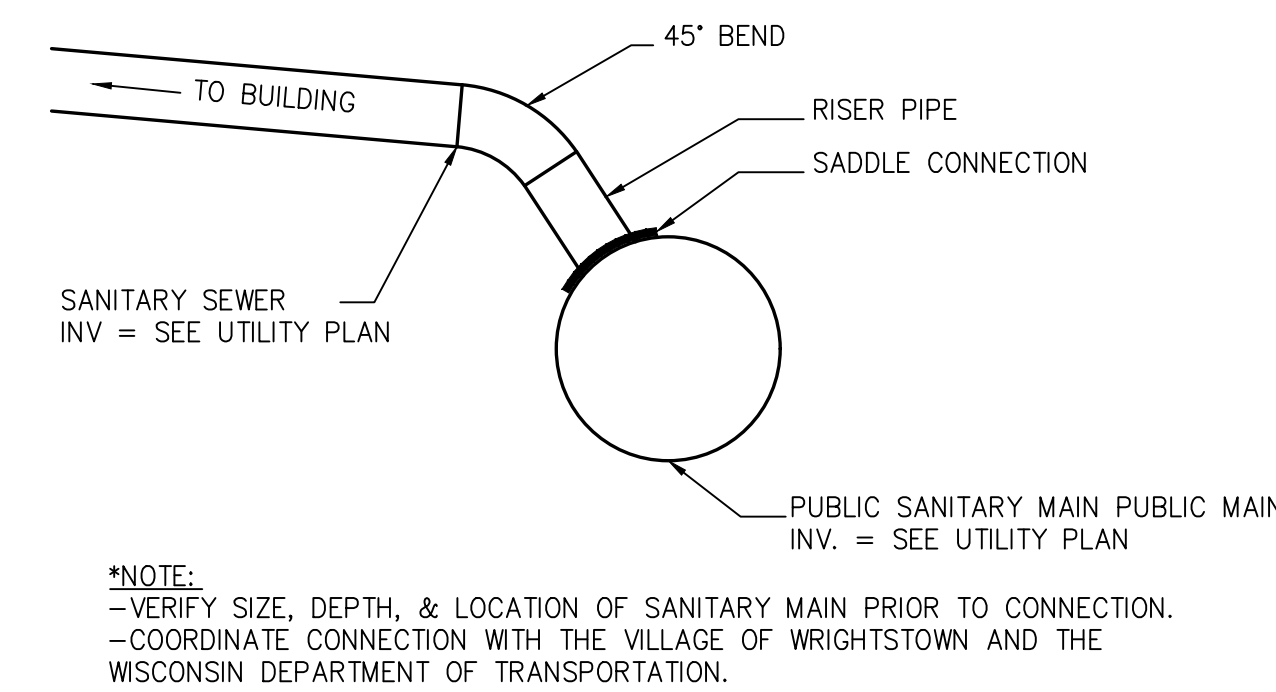
BOTANICAL NAME	COMMON NAME
A-LIATRIS Pycnostachya	PRAIRIE BLAZINGSTAR
B-RUDEBECKIA submontosa	SWEET BROWN-EYED SUSAN
C-ASTER novae-angliae	NEW ENGLAND ASTER
D-BAPTISIA alba	WHITE FALSE INDIGO

PLANTING PLAN



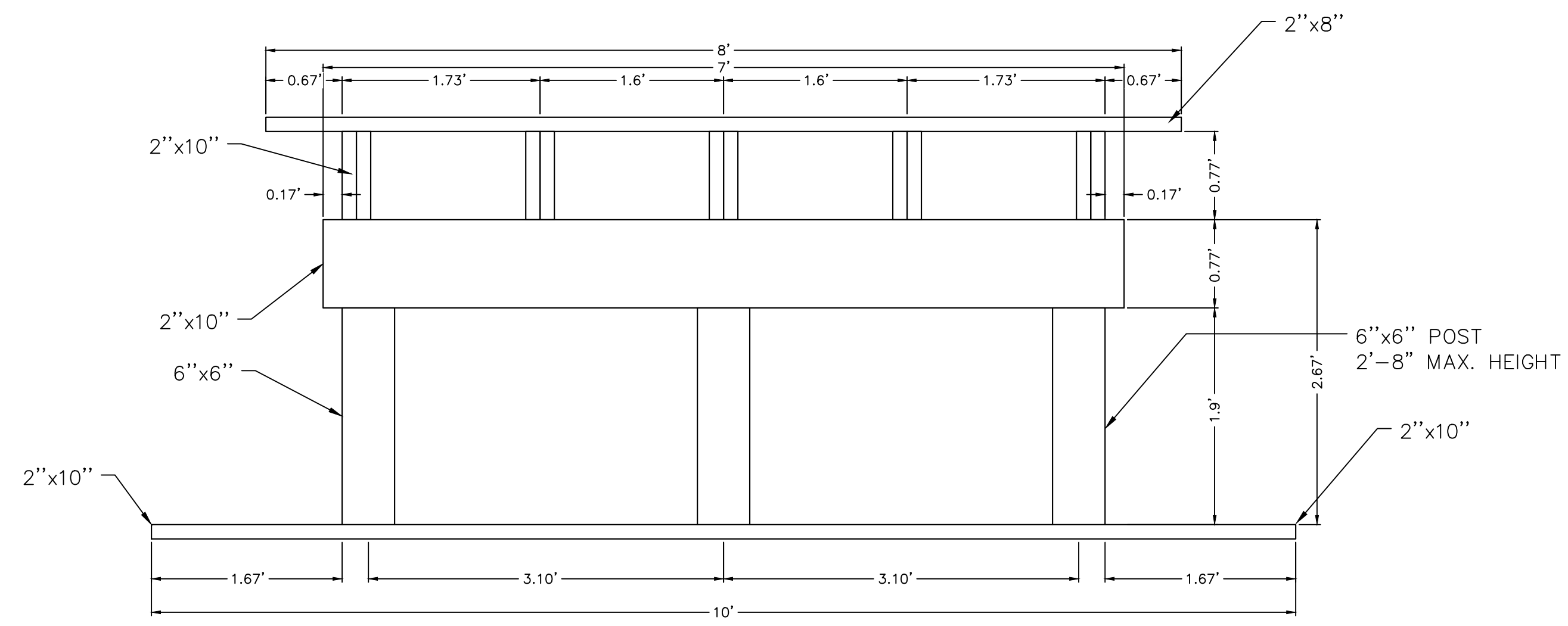
GATE VALVE

7
C6.2



SEWER MAIN CONNECTION

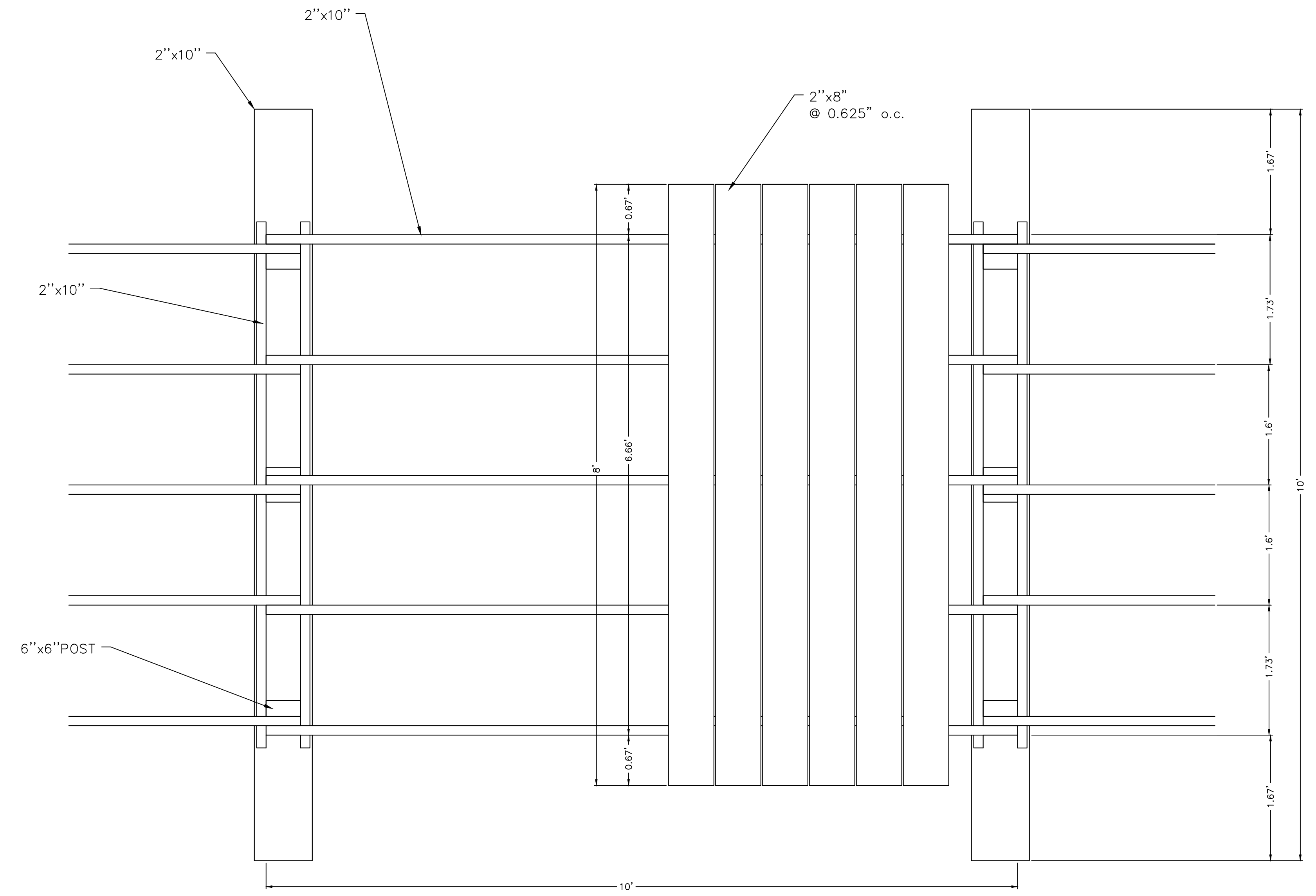
8
C6.2



1. BOARDWALK SHALL BE CONSTRUCTED OUT OF STANDARD PRETREATED LUMBER AND RUST-FREE EXTERIOR USE WOOD SCREWS.

BOARDWALK - SECTION VIEW

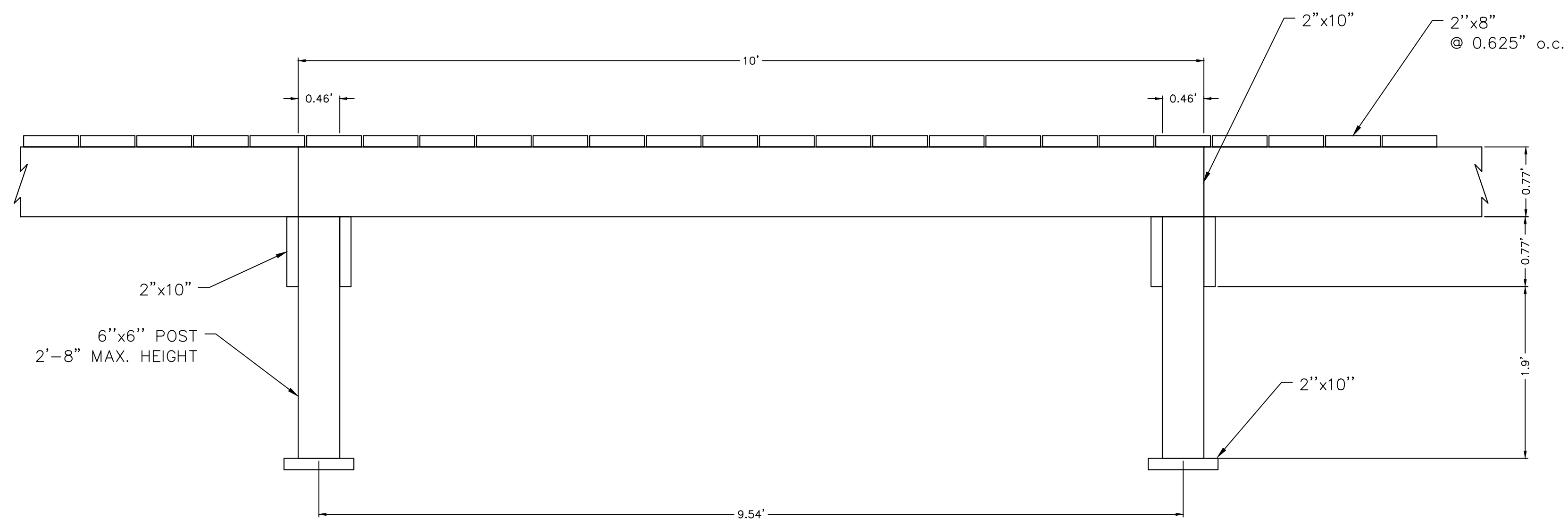
1
C6.3



1. BOARDWALK SHALL BE CONSTRUCTED OUT OF STANDARD PRETREATED LUMBER AND RUST-FREE EXTERIOR USE WOOD SCREWS.

BOARDWALK - PLAN VIEW

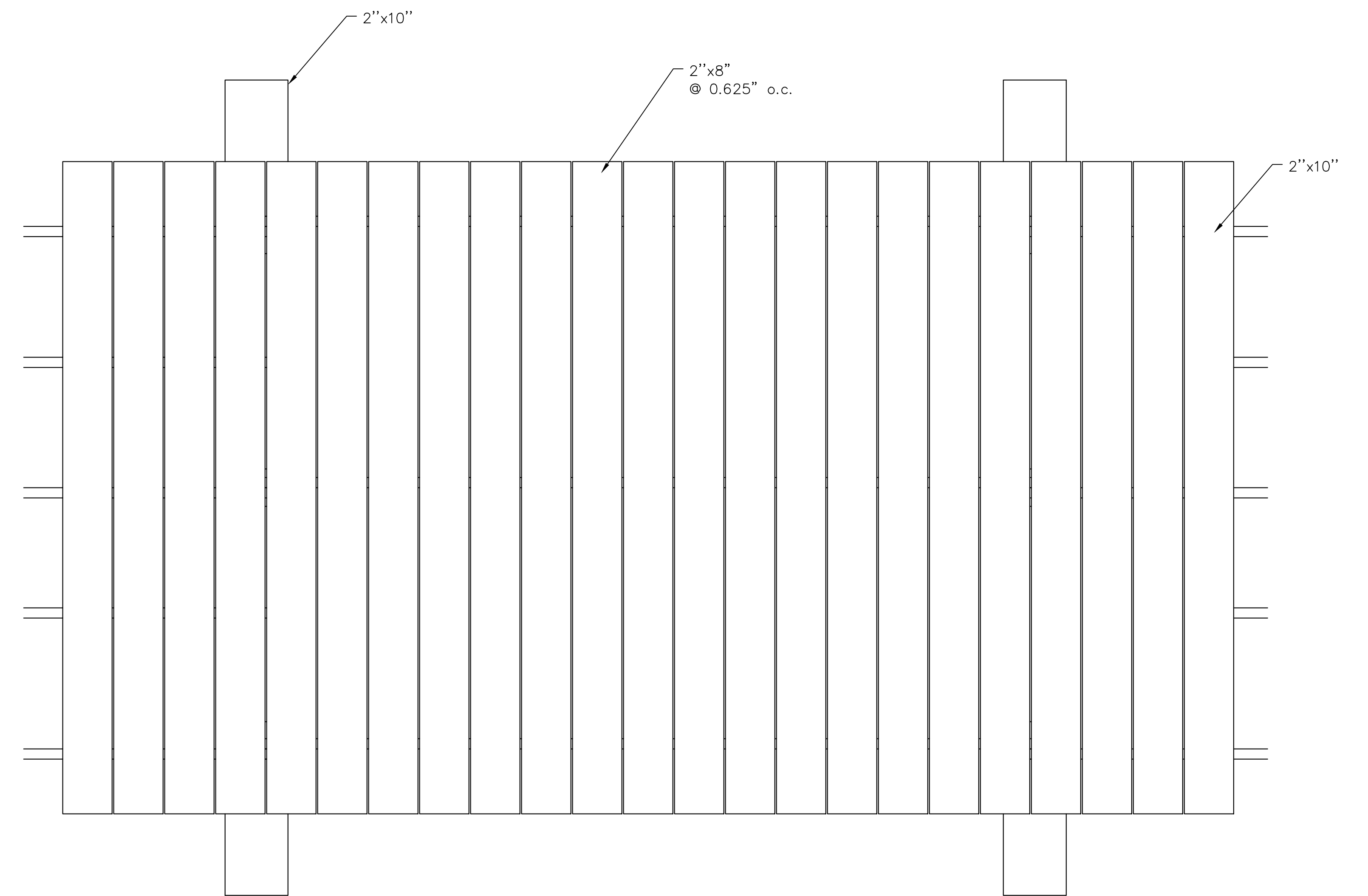
3
C6.3



1. BOARDWALK SHALL BE CONSTRUCTED OUT OF STANDARD PRETREATED LUMBER AND RUST-FREE EXTERIOR USE WOOD SCREWS.

BOARDWALK - PROFILE VIEW

2
C6.3



1. BOARDWALK SHALL BE CONSTRUCTED OUT OF STANDARD PRETREATED LUMBER AND RUST-FREE EXTERIOR USE WOOD SCREWS.

BOARDWALK DETAILS

3
C6.3

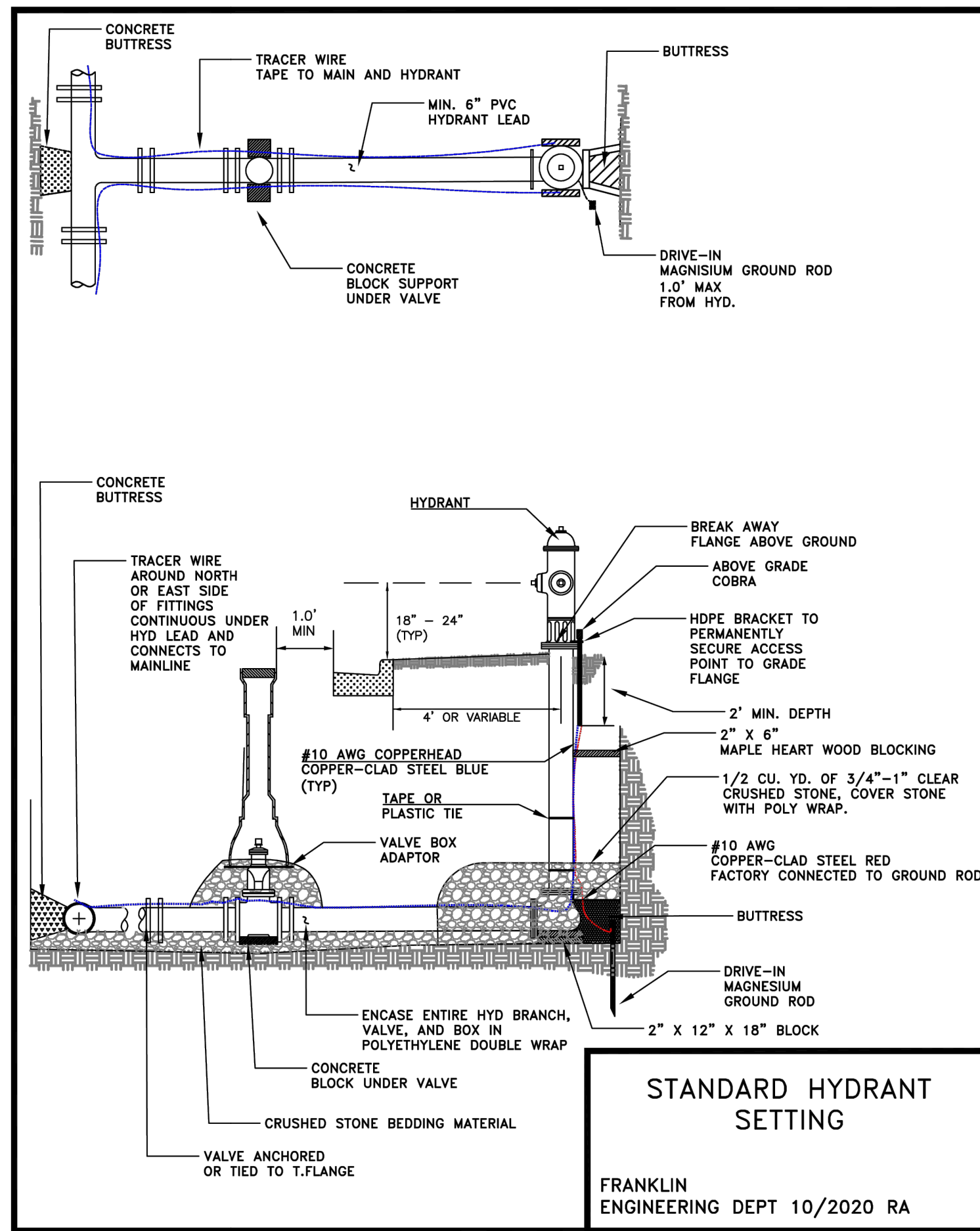


FIGURE 22

STANDARD HYDRANT SETTING

1
C6.4

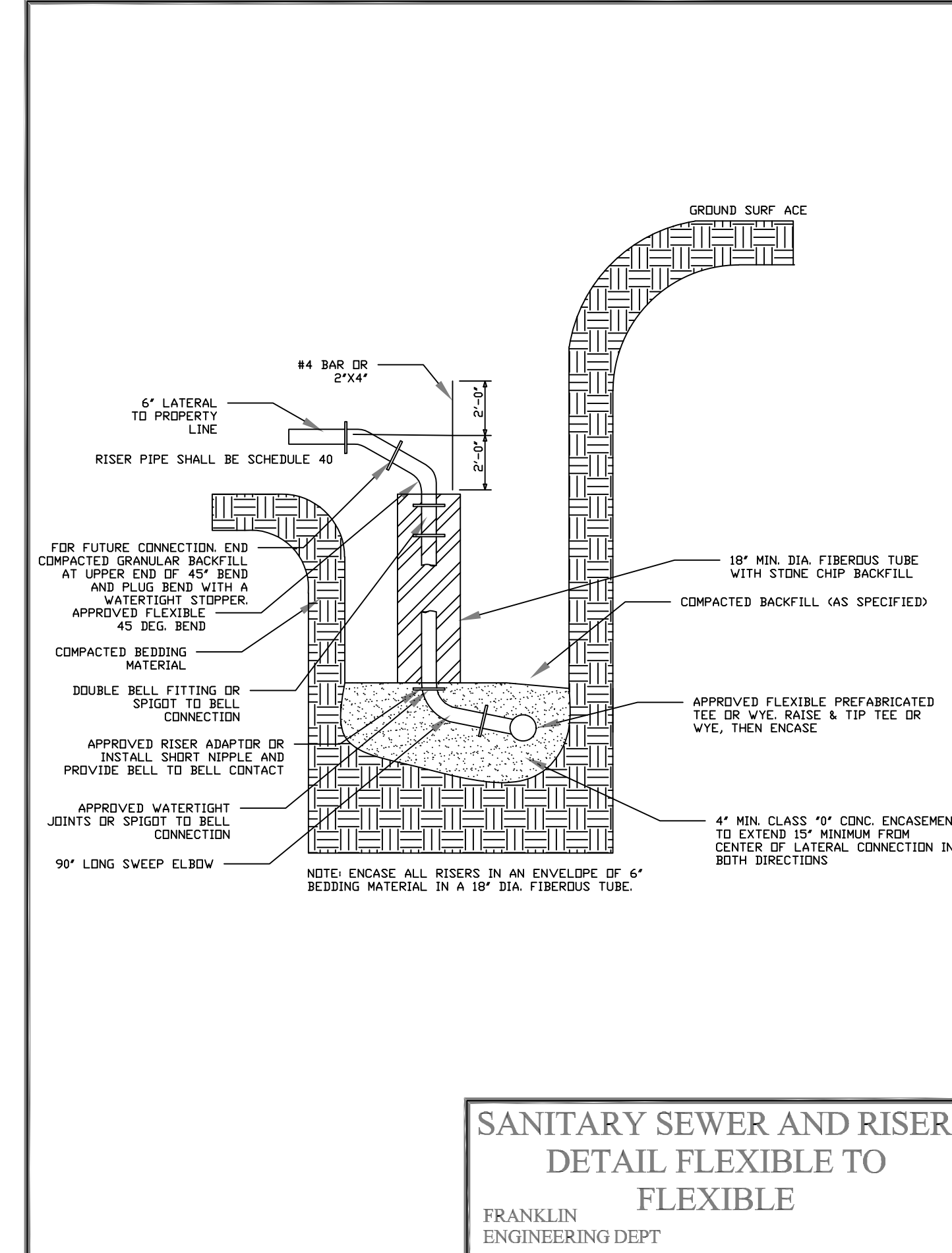


FIGURE 24

SANITARY SEWER AND RISER

2
C6.4

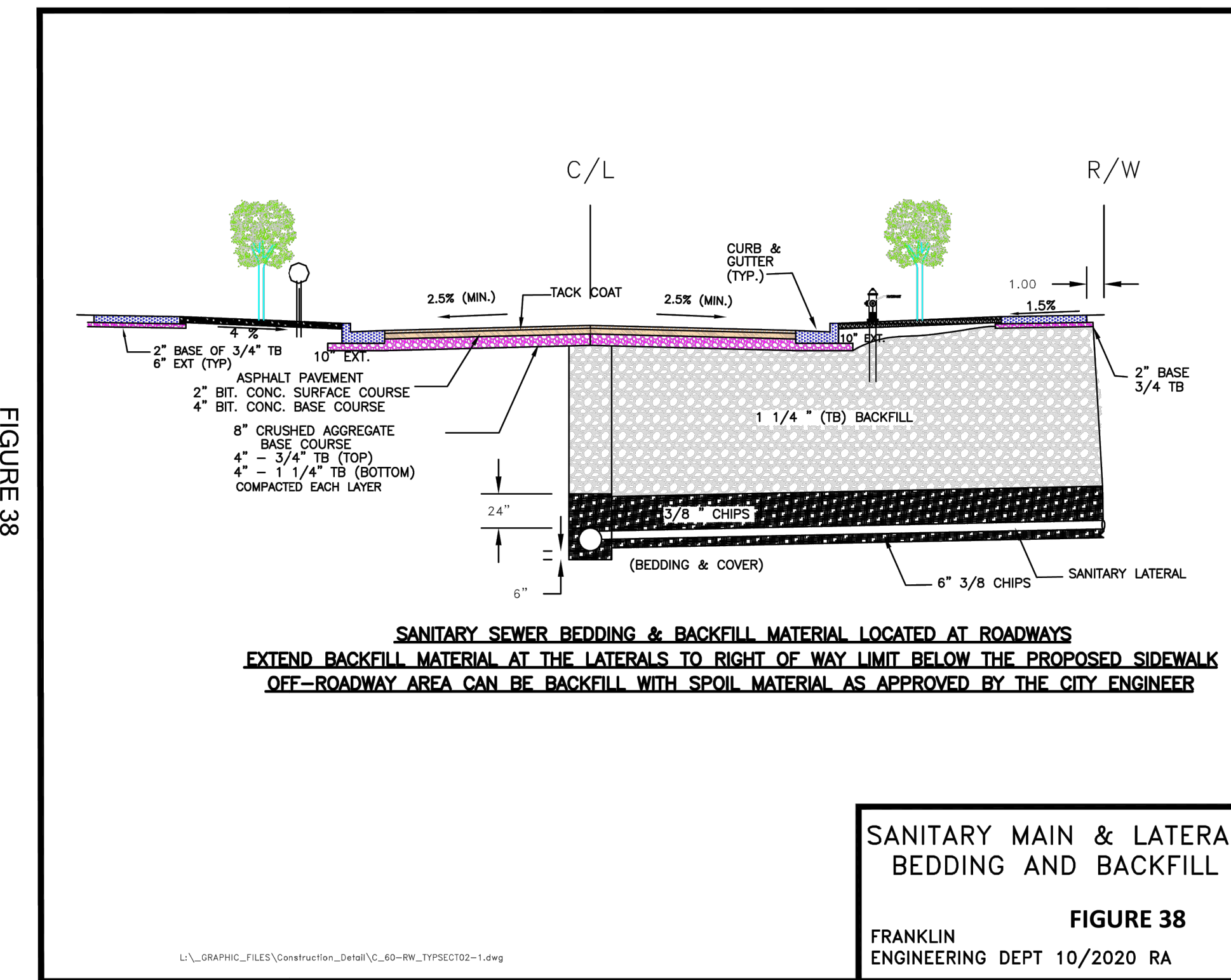


FIGURE 38

SANITARY SEWER BACKFILL

3
C6.4

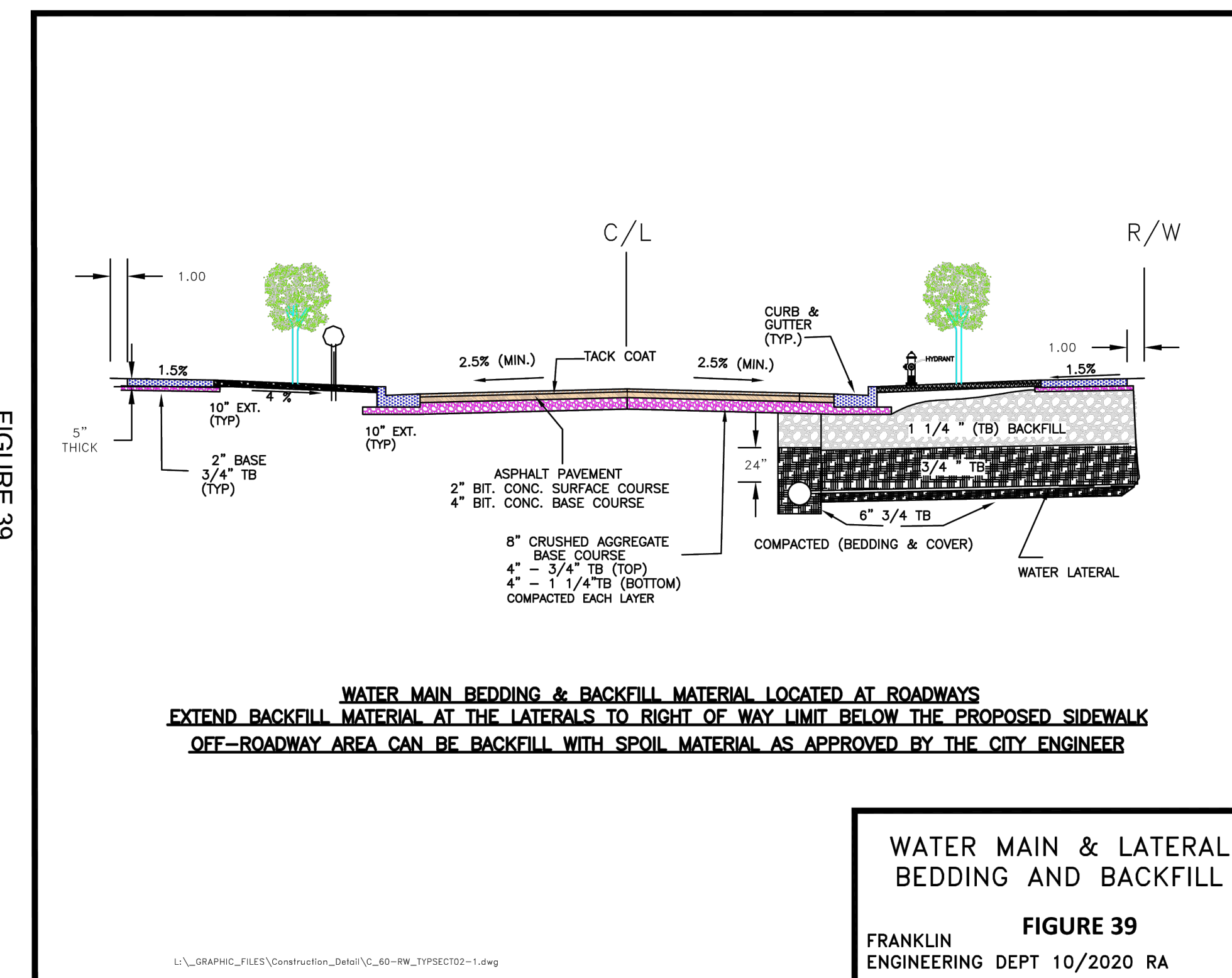


FIGURE 39

WATER LINE BACKFILL

4
C6.4

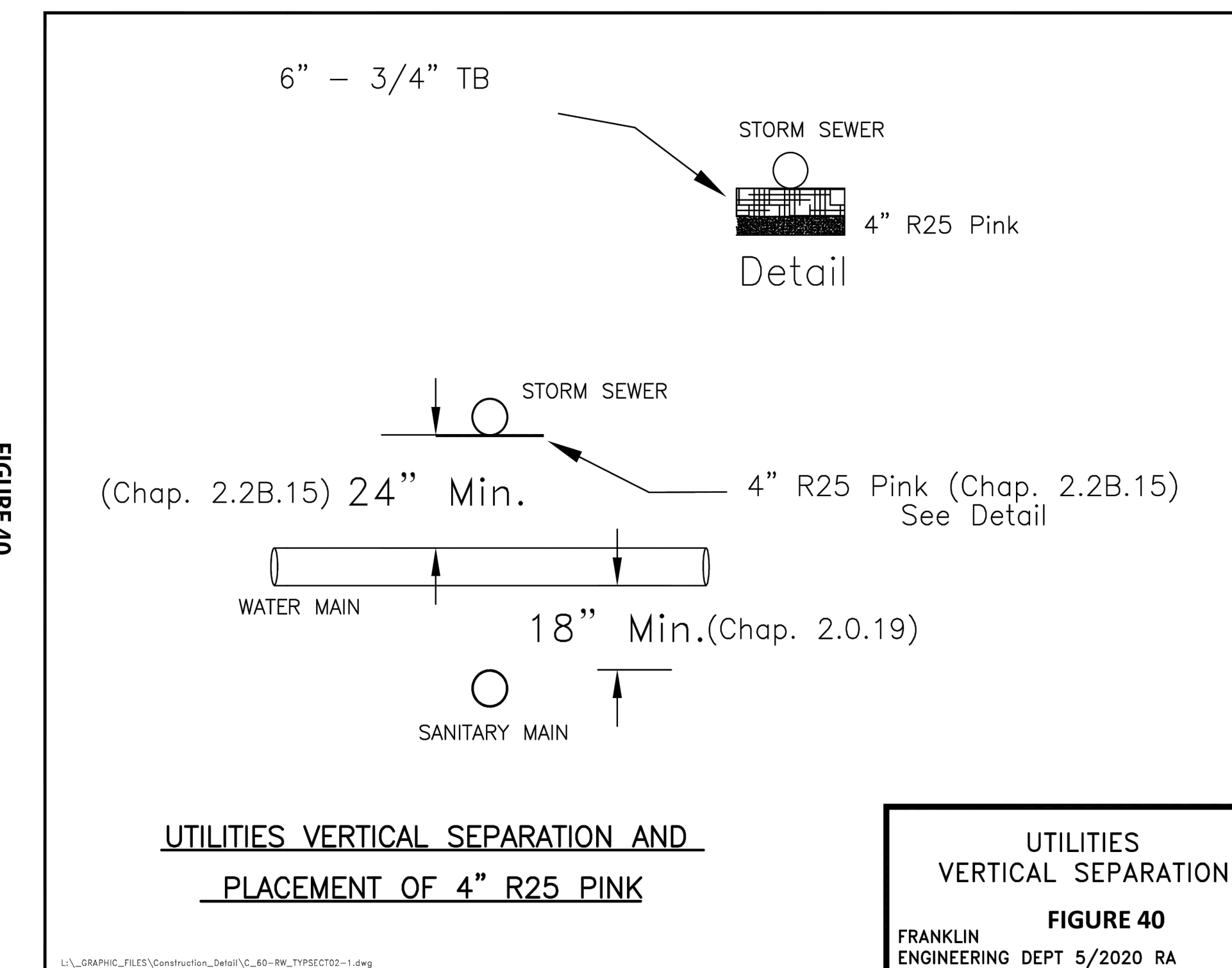
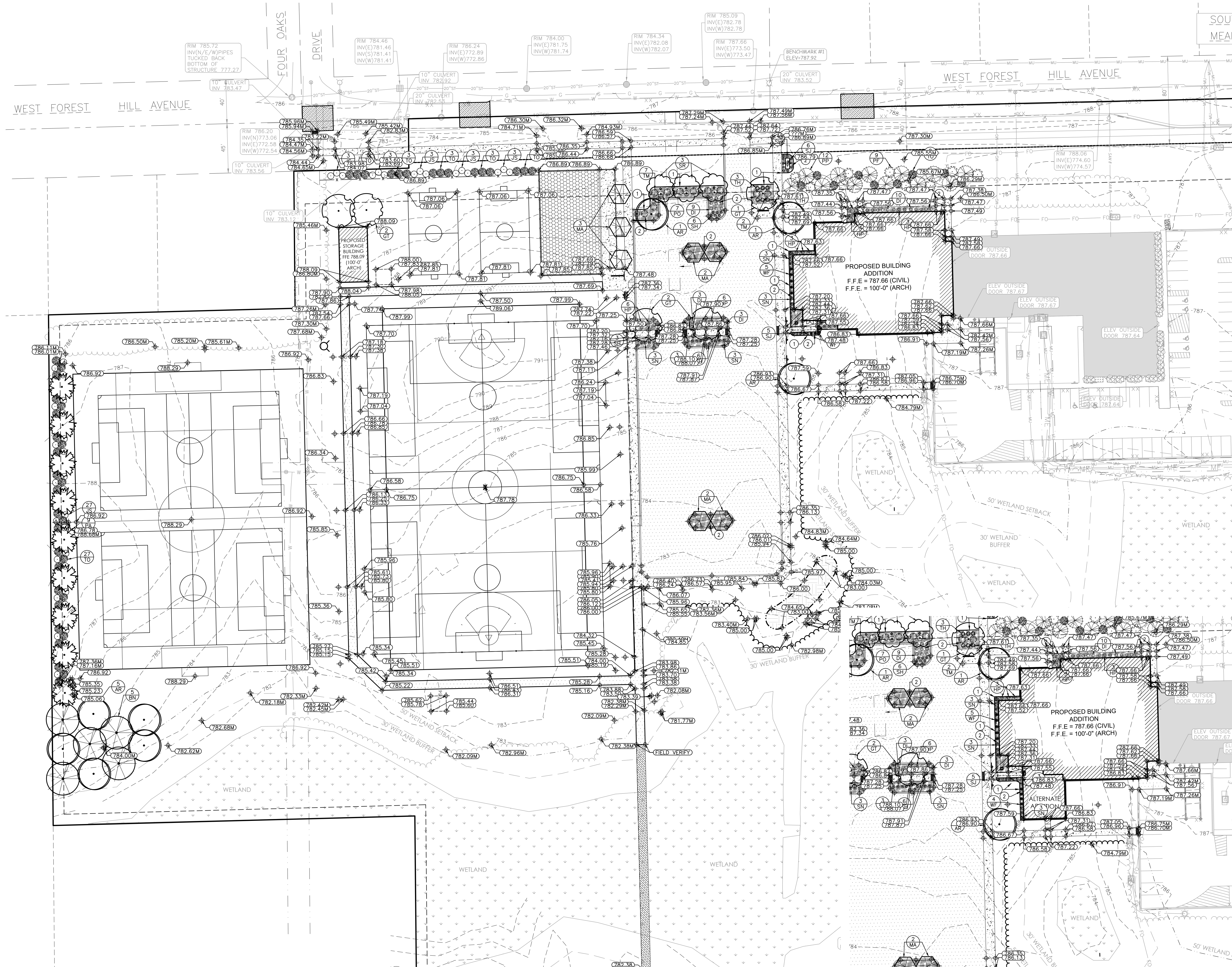


FIGURE 40

UTILITIES VERTICAL SEPARATION

5
C6.4



GENERAL NOTES:

- CONTACT DIGGER'S HOTLINE 5 WORKING DAYS PRIOR TO THE START OF DEMOLITION/CONSTRUCTION.
- 6" OF TOPSOIL SHALL BE PROVIDED IN ALL GENERAL LANDSCAPE AREAS. LANDSCAPE CONTRACTOR SHALL VERIFY THAT SPECIFIED PLANTING SOIL DEPTH IS PRESENT PRIOR TO PLANTING.
- SEED/FERTILIZE/CHEMIS HAY MULCH ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION.
- ALL PLANT MATERIALS LISTED SHALL MEET THE STANDARDS OF THE AMERICAN NURSERY & LANDSCAPE ASSOCIATION FOR THE SIZES GIVEN.
- ALL TREES SHALL BE STAKED WITH A MINIMUM OF THREE STAKES.
- ALL TREES IN THE TURF AREA SHALL HAVE A 5" DIAMETER CIRCLE OF 4" DEPTH SHREDDED HARDWOOD BARK MULCH.
- CURV-RITE LANDSCAPE EDGING (SERIES 3000, 3/16" X 4", WITH MILL FINISH) OR EQUAL SHALL BE PLACED AROUND ALL LANDSCAPE BEDS.
- 1" DEPTH OF 1-1/2" DIAMETER STONE MULCH SHALL BE PLACED IN ALL SHRUB PLANTING BEDS. STONE FOR LANDSCAPE BEDS TO BE NATURALLY ROUNDED AND WASHED. GRADATION FROM 1" TO 1-1/2" MAXIMUM. RIVER ROCK, OR APPROVED EQUAL.
- DEWITT 20 YEAR WEED BARRIER FABRIC OR APPROVED EQUAL SHALL BE PLACED BENEATH ALL STONE MULCH.
- CONTRACTOR TO COORDINATE ALL LANDSCAPE WORK WITH GAS, ELECTRIC, (INCLUDING MAIN SERVICE, SITE LIGHTING, CONDUITS AND SIGNAGE) CABLE AND TELEPHONE CONSTRUCTION AND RESPECTIVE TRADES FOR THE INSTALLATION OF SAID UTILITIES.

PLANTING SCHEDULE:

TREES	SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
AR	ACER X FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE	2" CAL	40'TX40'W	5	
BN	BETULA NIGRA	RIVER BIRCH	CLUMP	60'TX50'W	8	
GT	GLEDITSIA TRIACANTHOS 'SKYCOLE'	SKYLINE HONEYLOCUST	2" CAL	40'TX50'W	5	
JS	JUNIPERUS SCOPULORUM 'WITCHITA BLUE'	WITCHITA BLUE JUNIPER	6" MIN	15'TX6'W	42	
MA	MALUS 'JARMIN'	MARILEE CRABAPPLE	1 1/2" CAL	20'TX10'W	7	
TO	THUJA OCCIDENTALIS 'TECHNY'	TECHNY ARBORVITAE	6" MIN	15'TX10'W	51	
PA	PICEA ABIES	NORWAY SPRUCE	6" MIN	60'TX30'W	9	
PF	PICEA PUNGENS 'FAT ALBERT'	FAT ALBERT COLORADO SPRUCE	6" MIN	15'TX10'W	9	
PP	PICEA PUNGENS	COLORADO SPRUCE	6" MIN	60'TX20'W	12	
SR	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	1 1/2" CAL	25'TX25'W	3	

SHRUBS	SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
DI	DIERVILLA IONCERA	DWARF BUSH HONEYSUCKLE	3 GAL	3'TX4'W	25	
HP	HYDRANGEA PANICULATA 'LVOBO'	BOBO HYDRANGEA	3 GAL	3'TX3'W	21	
PD	PHYSCARPUS OPULIFOLIUS 'HOBOG18'	ANGEL NINEBARK	3 GAL	5'TX5'W	7	
SN	SPIRAEA 'NCS22'	DOUBLE PLAY DOOZIE SPIRAEA	3 GAL	3'TX3'W	11	
SJ	SPIRAEA JAPONICA 'WALPLUM'	WALBERTONS PLUMTASTIC SPIRAEA	3 GAL	2'TX2'W	21	
TM	JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL JUNIPER	3 GAL	3'TX6'W	10	
TH	THUJA OCCIDENTALIS 'GOLDEN GLOBE'	GOLDEN GLOBE ARBORVITAE	3 GAL	3'TX3'W	6	
WF	WEIGELA FLORIDA 'BOKRASPIWI'	SPILLED WINE WEIGELA	3 GAL	2'TX3'W	9	

ORNAMENTAL GRASS	SYMBOLS	BOTANICAL NAME	COMMON NAME	INSTALLATION SIZE	SIZE AT MATURITY	QUANTITY
SH	SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED GRASS	1 GAL	3'T	17	

LANDSCAPE REQUIREMENTS:

PARKING LOT REQUIREMENTS:
 PERIMETER & INTERIOR TREE REQ: ADD TREES AT MINIMUM RATE OF 1 CANOPY TREES OF 2.5" CALIPER PER 15 PARKING STALLS.
 INTERIOR REQ: COMPOSED OF A COMBINATION OF TREES, SHRUBS OR PERENNIALS.
 PERIMETER REQ: STREET SIDE - 10 FOOT WIDE LANDSCAPE BED. PLANTS 18" @ INSTALL, 30" @ MATURITY.
 TOTAL PARKING NUMBER OF STALLS IS 124/15 = 8 CANOPY TREES REQUIRED
 PROPOSED: 6 CANOPY TREES - REMAINING REQ. FULFILLED BY EXISTING VEGETATION

GENERAL YARD REQUIREMENTS:
 CANOPY TREE: 1 PER 5 PARKING STALLS
 EVERGREEN TREE: 1 PER 5 PARKING STALLS
 DECORATIVE TREE: 1 PER 5 PARKING STALLS
 SHRUBS: 1 PER 5 PARKING STALLS
 TOTAL PARKING NUMBER OF STALLS IS 124/5 = 25 CANOPY TREES, 25 EVERGREEN TREES, 25 DECORATIVE TREES, AND 25 SHRUBS REQ.
 PROPOSED: 18 CANOPY TREES, 118 EVERGREEN TREES, 10 DECORATIVE TREES, 105 SHRUBS - REMAINING REQ. FULFILLED BY EXISTING VEGETATION

BUFFERYARD REQUIREMENTS:
 MINIMUM GENERAL YARD PLANT REQUIREMENTS INCREASED BY 20%
 TOTAL PLANTS REQ FOR GENERAL YARD ITEMS IS 25 X 0.2 = 5 CANOPY TREES, 5 EVERGREEN TREES, 5 DECORATIVE TREES, AND 5 SHRUBS ADDITIONAL REQ.
 PROPOSED: 5 EVERGREEN TREES AND 5 SHRUBS - REMAINING REQ. FULFILLED BY EXISTING VEGETATION

CREDIT FOR PRESERVED EXISTING VEGETATION:
 EX. NON-BUFFERYARD AREA: ANY EX. CANOPY TREES, EVERGREEN TREES, AND DECORATIVE TREES OVER 6' IN HEIGHT SHALL REPLACE ONE EQUIVALENT TYPE OF REQ. PLANTING.
 EX. BUFFERYARD AREA: ANY EX. CANOPY TREES, EVERGREEN TREES AND DECORATIVE TREES OVER 6' IN HEIGHT SHALL REPLACE 1/2 EQUIVALENT TYPE OF REQ. PLANTING
 PROPOSED EX. NON-BUFFERYARD CREDIT: 24 EXISTING CANOPY TREES, EVERGREEN TREES OR DECORATIVE TREES.
 PROPOSED EX. BUFFERYARD CREDIT: 10 EXISTING CANOPY TREES, EVERGREEN TREES, OR DECORATIVE TREES.

LANDSCAPE HATCH PATTERNS:



KEYNOTES

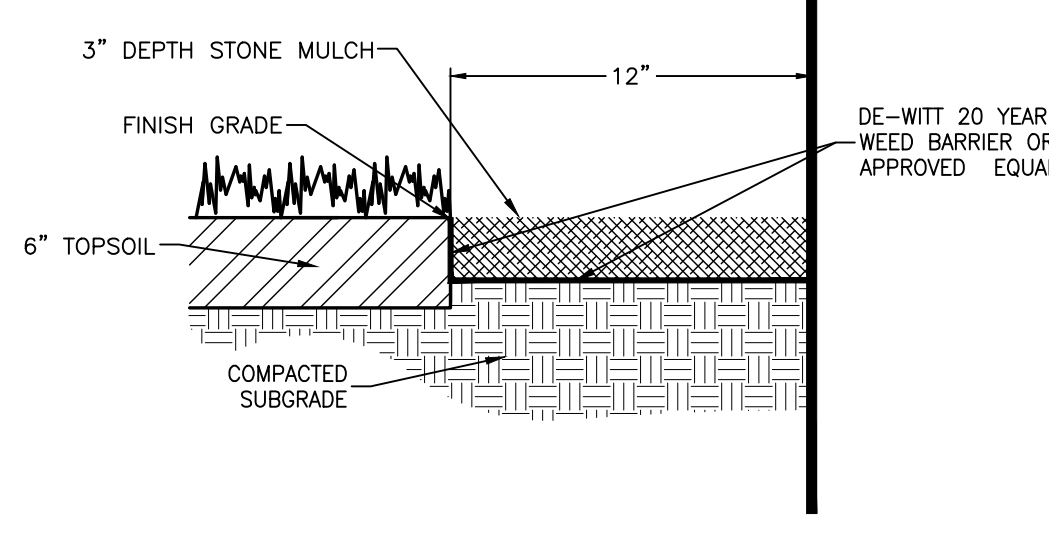
- LANDSCAPE EDGING - SEE GENERAL NOTES
- LANDSCAPE STONE MULCH - SEE GENERAL NOTES

BENCHMARK:

ELEVATIONS ARE REFERENCED TO NGVD 29 DATUM.
BENCHMARK #1
 GUT "X" ON PUMPER SPOUT ON HYDRANT, LOCATED ON THE NORTH SIDE OF WEST FOREST HILL AVENUE, APPROXIMATELY 425 FEET EAST OF THE INTERSECTION OF WEST FOREST HILL AVENUE AND FOUR OAKS DRIVE. ELEVATION = 787.92
BENCHMARK #2
 FLAG BOLT ON HYDRANT, LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF WEST FOREST HILL AVENUE AND SOUTH FOREST MEADOWS DRIVE. ELEVATION = 787.92
BENCHMARK #3
 MARKER SQUARE ON NORTHWEST SIDE OF LIGHT POLE BASE, LOCATED APPROXIMATELY 220 FEET SOUTHWEST OF THE SOUTHEAST CORNER OF THE FRANKLIN DISTRICT OFFICE BUILDING. ELEVATION = 788.22

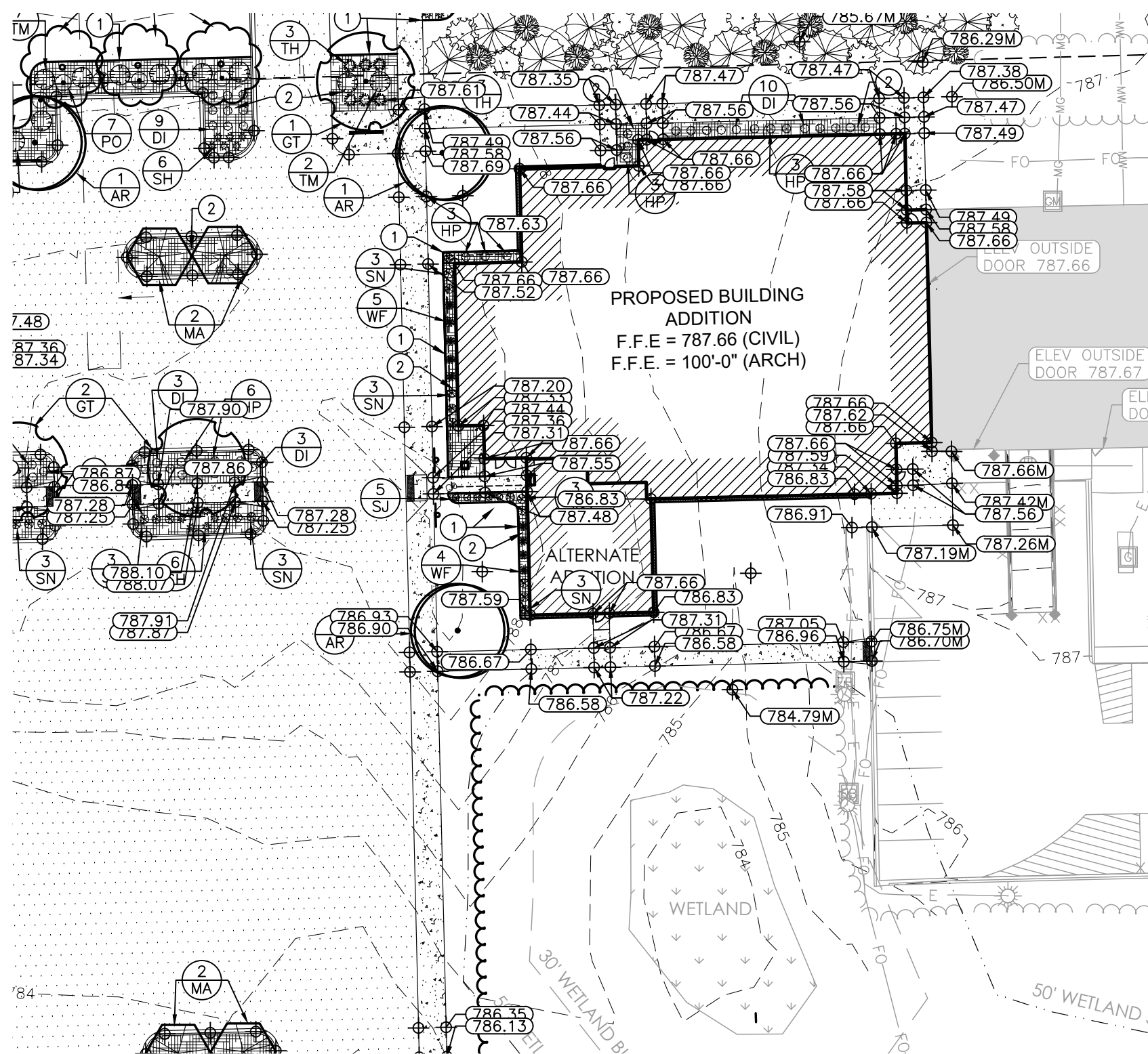
UTILITY DISCLAIMER:

THE LOCATIONS, SIZES, AND TYPES OF UNDERGROUND PUBLIC AND PRIVATE UTILITIES OR SUBSTRUCTURES SHOWN HEREON WERE OBTAINED FROM VISUAL INSPECTION, FIELD MEASUREMENTS, AND/OR AS-BUILT PLANS. SANITARY SEWER AND STORM SEWER PIPE SIZES, INVERTS, DIRECTION, AND LOCATIONS BETWEEN MANHOLES ARE SUPPLEMENTED BY AS-BUILT PLANS AND/OR ESTIMATED BASED ON FIELD OBSERVATIONS. PRIOR TO CONSTRUCTION IN THE VICINITY OF ANY UTILITIES SHOWN HEREON, IT IS RECOMMENDED THAT THE LOCATIONS, DEPTHS, AND SIZES BE FIELD VERIFIED. THE LOCATIONS SHOWN HEREON ARE ONLY APPROXIMATE, WITH POSSIBILITY THAT ADDITIONAL UTILITY LINES NOT DISCOVERED, OR MARKED, DURING THE SEARCH OF RECORDS AND THE FIELD SURVEY MAY EXIST. ANY CONTRACTOR USING THE INFORMATION SHOWN HEREON IS HEREBY FOREWARNED THAT ANY EXCAVATION UPON THIS SITE MAY RESULT IN THE DISCOVERY OF ADDITIONAL UNDERGROUND UTILITIES NOT SHOWN HEREON. IN GENERAL, UNDERGROUND UTILITY LOCATIONS ARE SHOWN FROM UTILITY MARKINGS, BY OTHERS, AND/OR AS-BUILT PLANS, PROVIDED BY OTHERS. POINT OF BEGINNING MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTING UTILITIES SHOWN HEREON, AND BELIEVES THAT THE INFORMATION CONTAINED HEREIN IS RELIABLE AND GENERALLY ACCURATE FOR THE PURPOSE INTENDED.



NOTES:
 1. INSTALL WEED BARRIER FABRIC PER MANUFACTURER'S INSTRUCTIONS.

ALTERNATE ADDITION



MOW STRIP

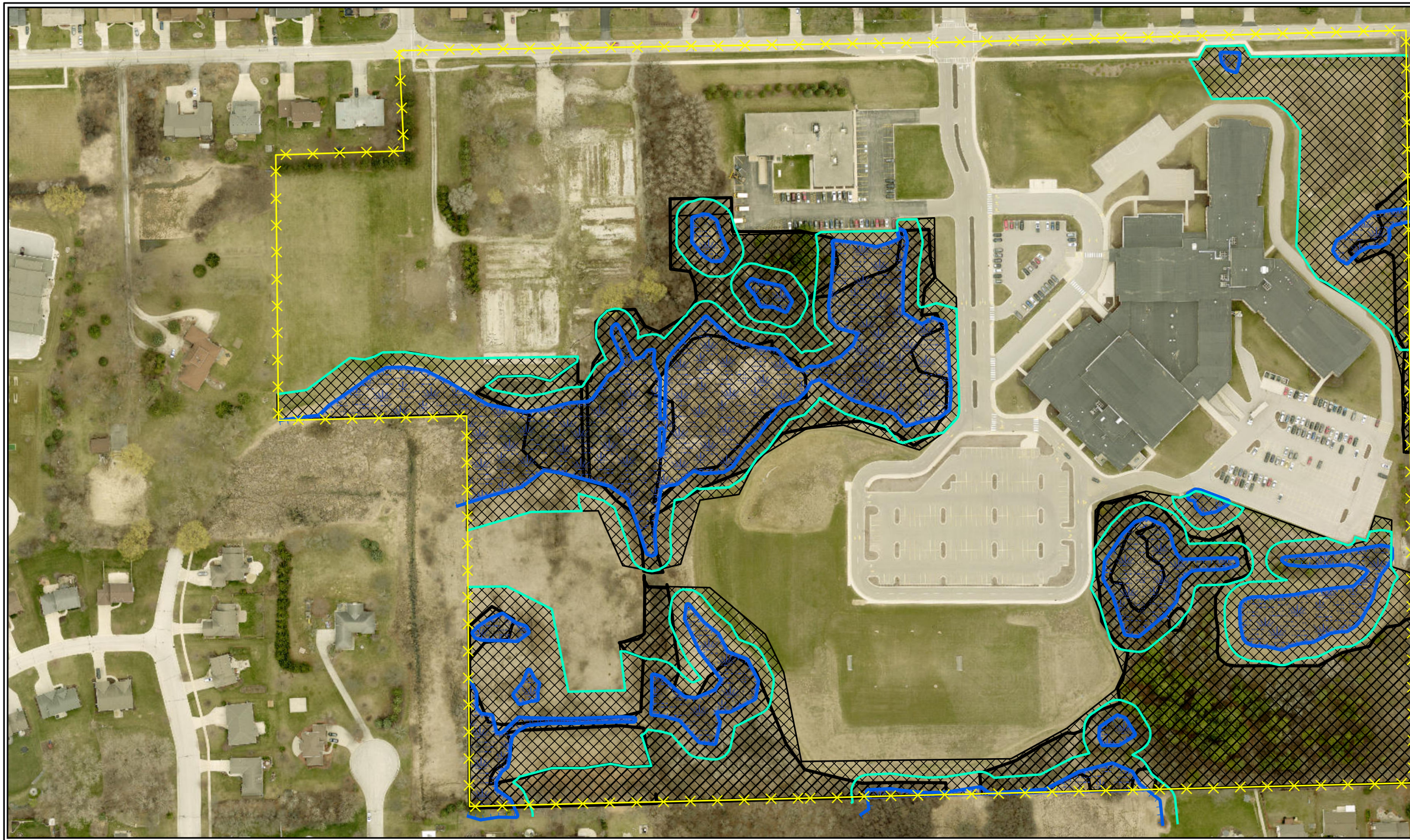


Table 15-3.0503
Worksheet for the Calculation of Resource Protection Land

Natural Resource Feature	Zoning District Type: Non-Residential Protection Standard	Acres of Land in Resource Feature		
		Pre-Construction	Minimum	Post Construction
Steep Slopes:				
10-19%	0.40	0.00	0.00	0.00
20-30%	0.70	0.00	0.00	0.00
30%	0.80	0.00	0.00	0.00
Woodlands & Forests				
Mature	0.70	11.99	8.39	8.89*
Young	0.50	0.88	0.44	0.83
Lakes and Ponds				
	1	0.00	0.00	0.00
Streams				
	1	0.00	0.00	0.00
Shore Buffer				
	1	0.00	0.00	0.00
Floodplains				
	1	0.00	0.00	0.00
Wetland Buffers				
	1	7.55	7.55	9.04**
Wetlands & Shoreland Wetlands				
	1	5.83	5.83	5.83***
TOTAL RESOURCE PROTECTION LAND				24.59****
AREA PROPOSED UNDER CONSERVATION EASEMENT				21.22

*Mature forest, excluding forested wetlands

**Wetland Buffers were added in areas that will be adjacent to new development, between wetland buffers, and areas that are isolated from development by existing wetland buffers.

***See functional wetland discussion

**** Some areas overlap categories

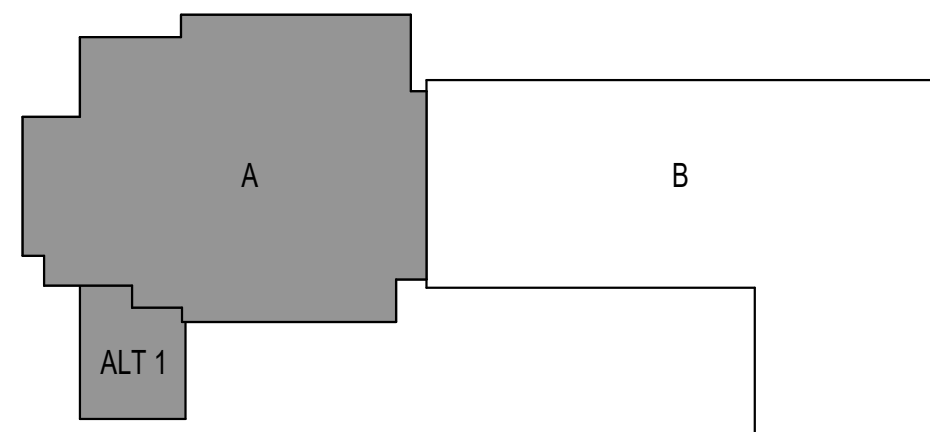
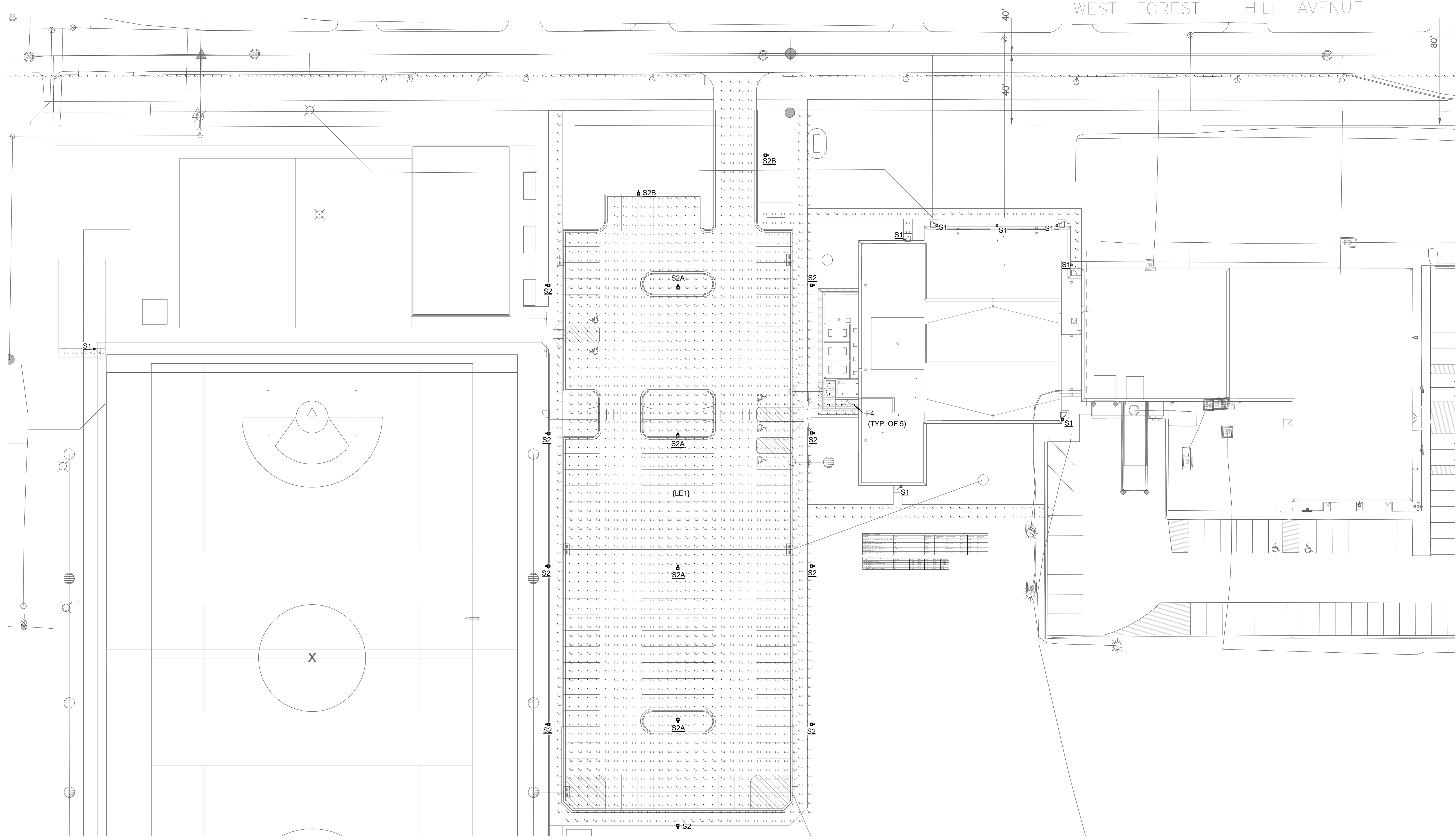
- Legend**
- Site Boundary
 - 30' Wetland Buffer
 - Wetland Line
 - Wetland
 - Post Construction Mature Forest
 - Conservation Easement Areas

Franklin Public Schools
Post Construction Natural Resources Map
8255 W Forest Hill Avenue
City of Franklin
Milwaukee County, WI



evergreen
 consultants LLC
 PO Box 680 Pulaski, WI 54162
 Phone: 920.615.0019 • Website: www.evergreenwis.com

1 SITE LIGHTING PLAN
1" = 30'-0"



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DESIGN DEVELOPMENT
BID PACKAGE:
DATE: 11/02/2023
JOB NO: 220292-01
SHEET NO:

E200L

1 SITE LIGHTING SUBMITTAL

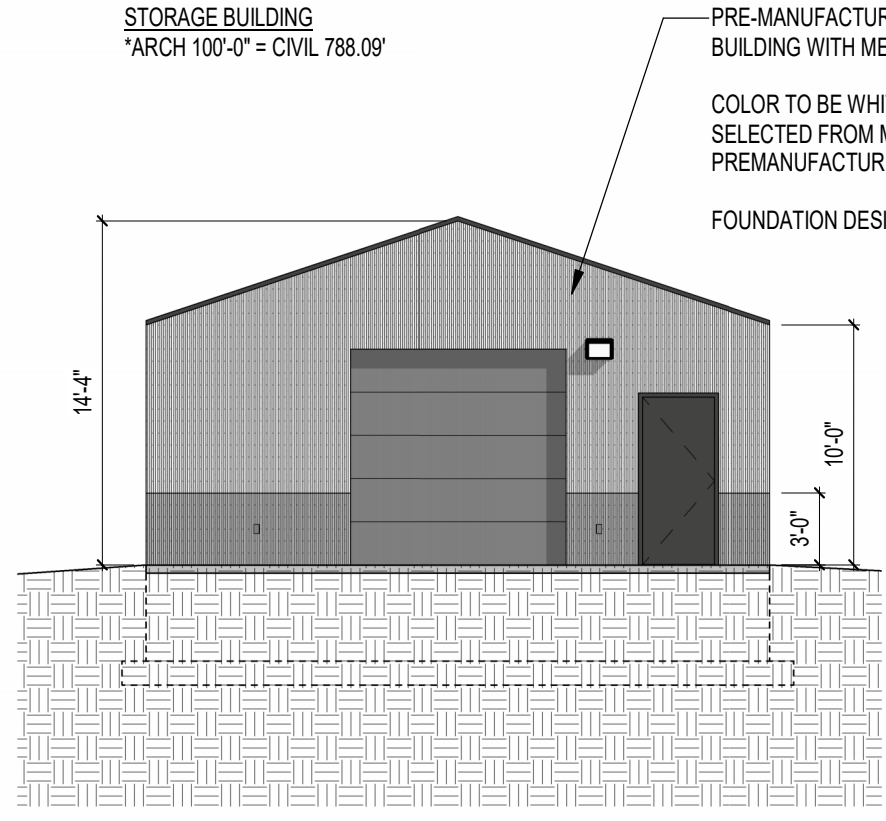
Franklin Public Schools
Community Education and Recreation Center Addition
8255 West Forest Hill Ave., Franklin, WI 53132

IMEG
11711 W. WISCONSIN AVE.
SUITE 2000
FRANKLIN, WI 53128
P: 608.223.8800 F: 608.223.1861

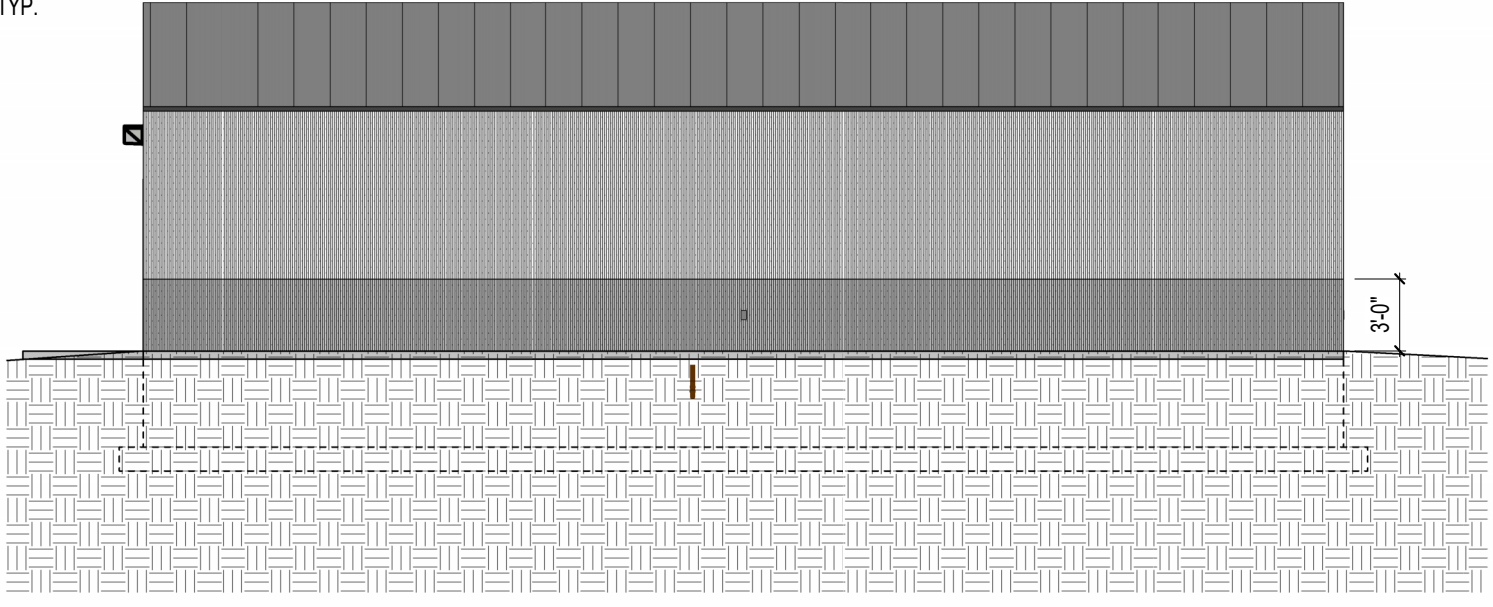
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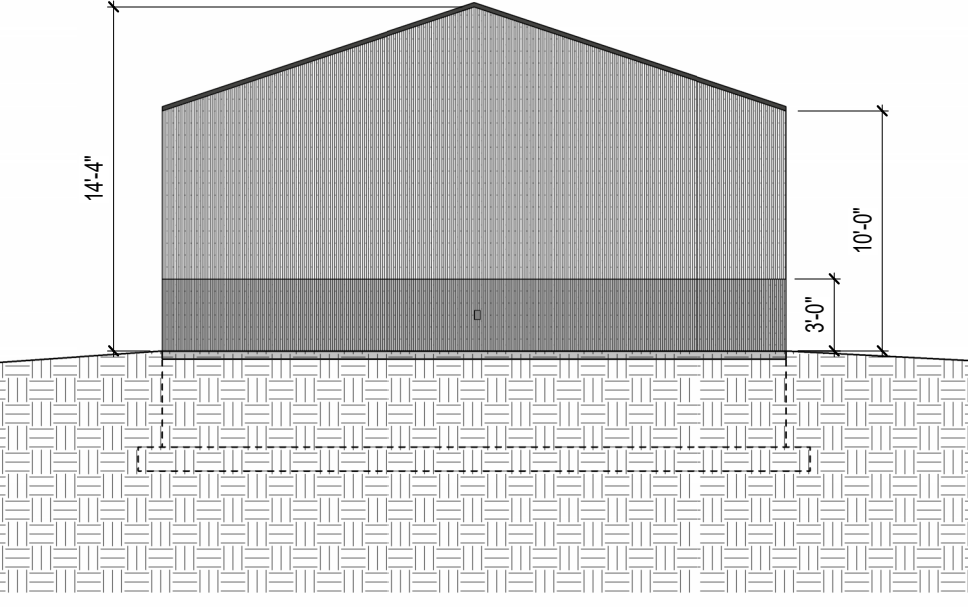
205 South Water Street, Milwaukee, Wisconsin 53204 414.352.3600
2310 Concessions Drive, Suite 200B, Madison, Wisconsin 53718 608.249.9600
1910 University Avenue, Suite 200, Madison, Wisconsin 53706 608.249.9600
311 Canyon View Drive, Bush, Texas 78610 1.512.849.5527



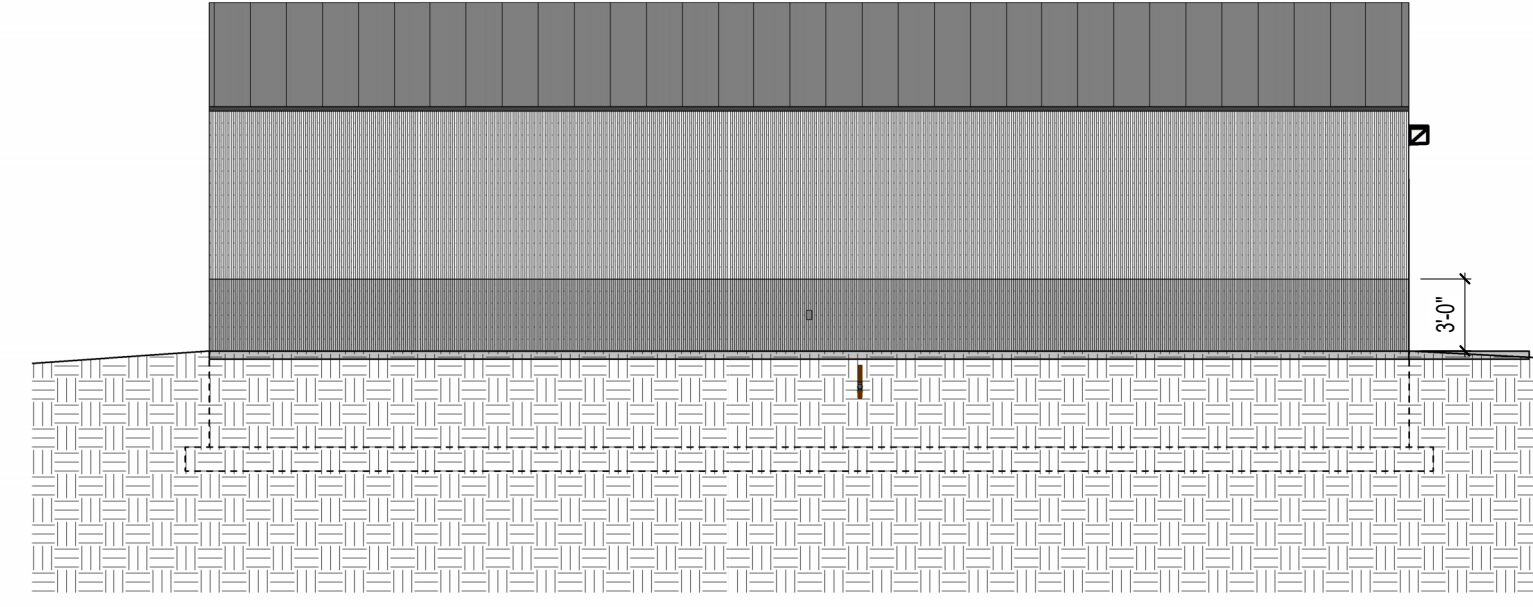
A1 STORAGE BUILDING - SOUTH ELEVATION
1/8" = 1'-0"



A2 STORAGE BUILDING - EAST ELEVATION
1/8" = 1'-0"



A3 STORAGE BUILDING - NORTH ELEVATION
1/8" = 1'-0"



A4 STORAGE BUILDING - WEST ELEVATION
1/8" = 1'-0"

EXTERIOR ELEVATIONS SYMBOLS LEGEND

	SECTION REFERENCE		DETAIL REFERENCE
	ELEVATION NOTE		WINDOW TYPE
	CONSTRUCTION KEYNOTE		

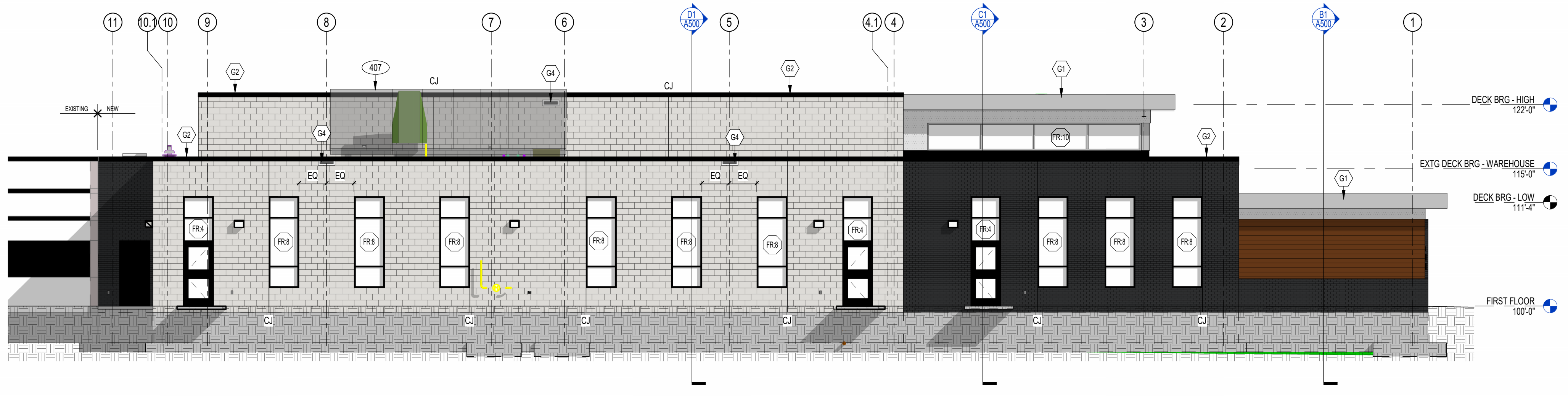
EXTERIOR FINISH PATTERNS

	BRICK		METAL WALL PANEL
	SPLIT FACE CONCRETE MASONRY UNIT (CMU)		WOOD LOOK - METAL WALL PANEL

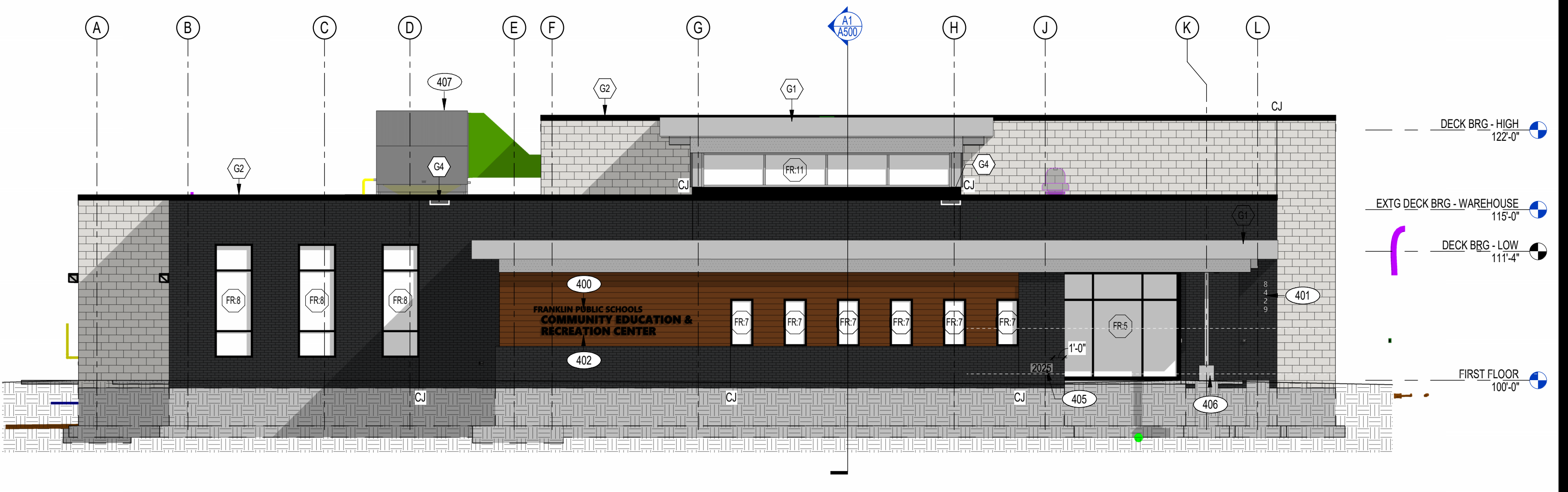
- EXTERIOR ELEVATIONS GENERAL NOTES**
- PAIN ALL EXPOSED STEEL LINTELS TO MATCH ADJACENT MASONRY COLOR.
 - REFER TO SHEET A891 FOR WINDOW FRAME ELEVATIONS.
 - SEALANT COLORS TO MATCH ADJACENT FINISHED SURFACES.
 - PROVIDE CONTROL JOINTS AS SHOWN ON ELEVATIONS AND AT ALL INSIDE CORNERS.
 - MAIN RECREATION CLINIC ADDITION: ARCH 100'-0" = CIVIL 787.66'

EXTERIOR ELEVATION NOTES

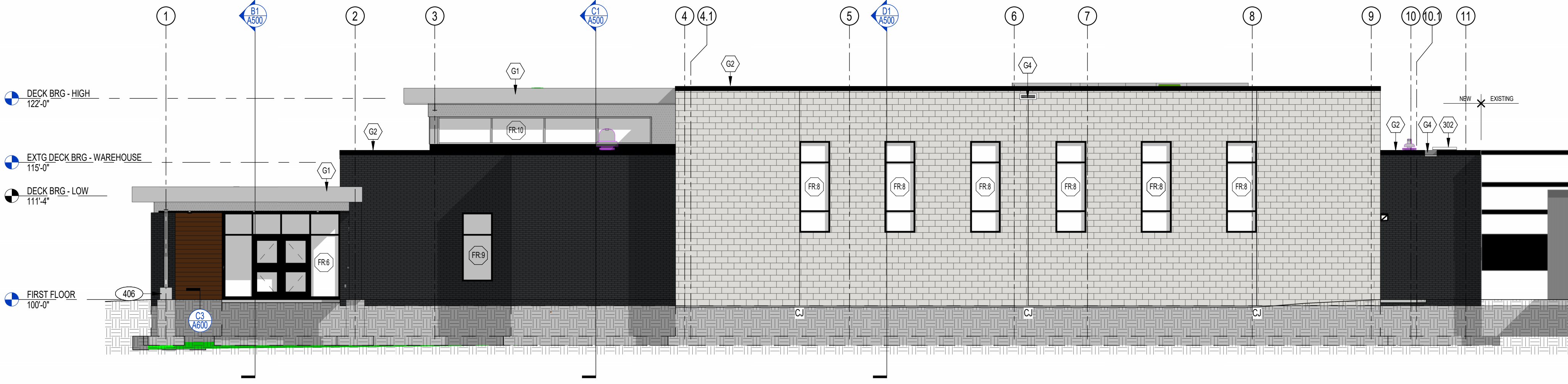
MARK	DESCRIPTION
400	1" D x 6" H PIN-MOUNTED ANODIZED ALUMINUM SIGNAGE (DARK BRONZE), FONT TO BE 'SEGUE UI'.
401	1" D x 6" H PIN-MOUNTED ANODIZED ALUMINUM SIGNAGE (CLEAR ANODIZED), FONT TO BE 'SEGUE UI'.
402	2" D x 6" H PIN-MOUNTED ANODIZED ALUMINUM SIGNAGE (DARK BRONZE), FONT TO BE 'SEGUE UI BLACK'.
403	1" D x 6" H PIN-MOUNTED ANODIZED ALUMINUM SIGNAGE (CLEAR ANODIZED), FONT TO BE 'SEGUE UI BLACK'.
404	1" D x 1/4" H PIN-MOUNTED ANODIZED ALUMINUM SIGNAGE (CLEAR ANODIZED), FONT TO BE 'SEGUE UI'.
405	CAST STONE DATE STONE. SEE DETAIL A1A800.
406	CONCRETE BASE. SEE DETAIL C2A600.
407	RTU TO HAVE INTEGRAL SCREEN - COLOR TO MATCH METAL WALL PANEL.



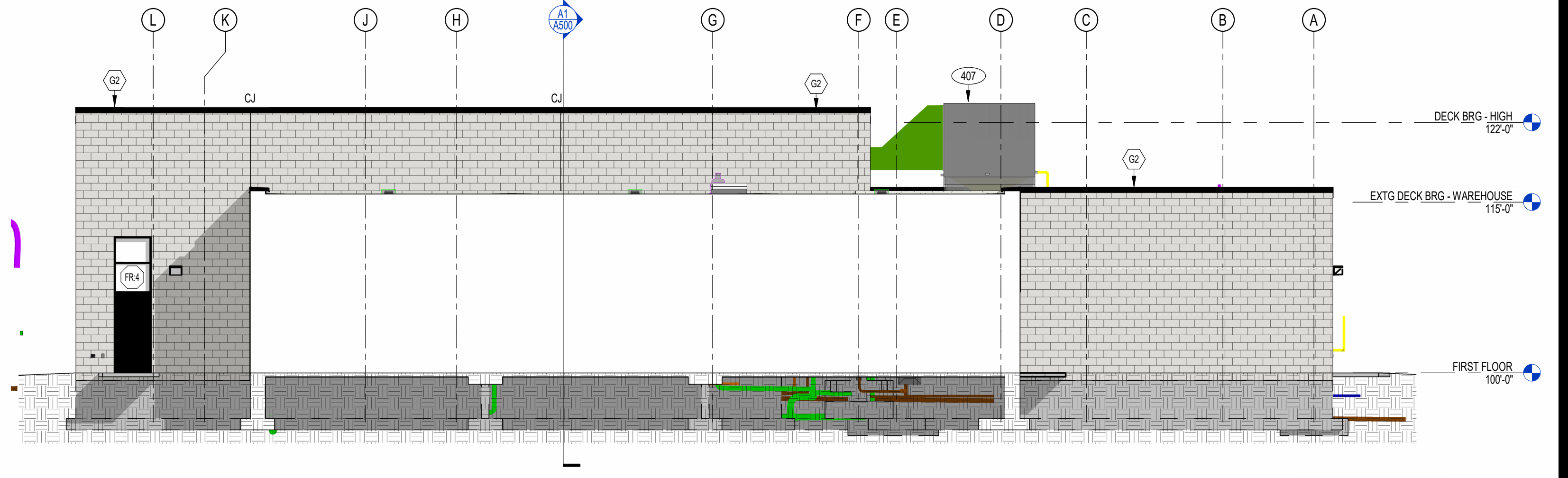
B1 NORTH ELEVATION
1/8" = 1'-0"



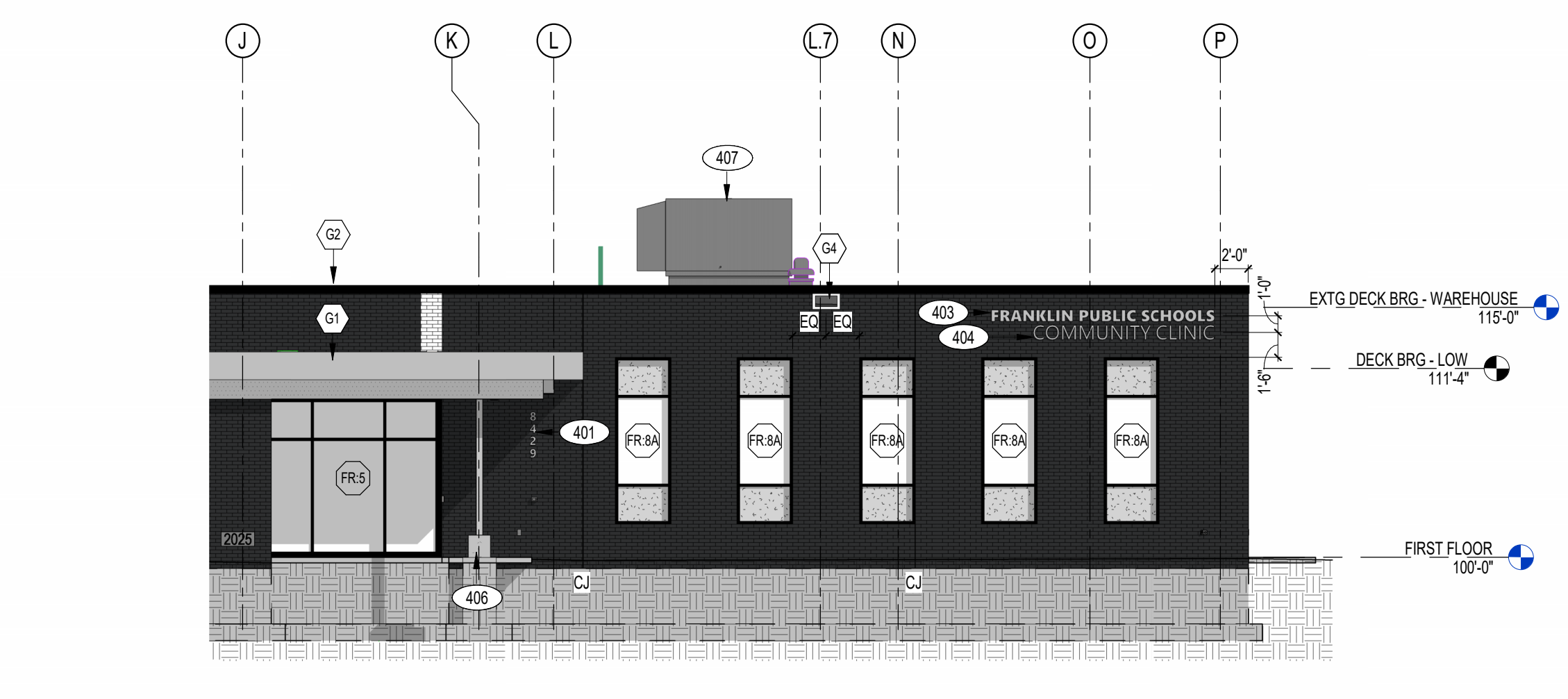
B2 WEST ELEVATION
1/8" = 1'-0"



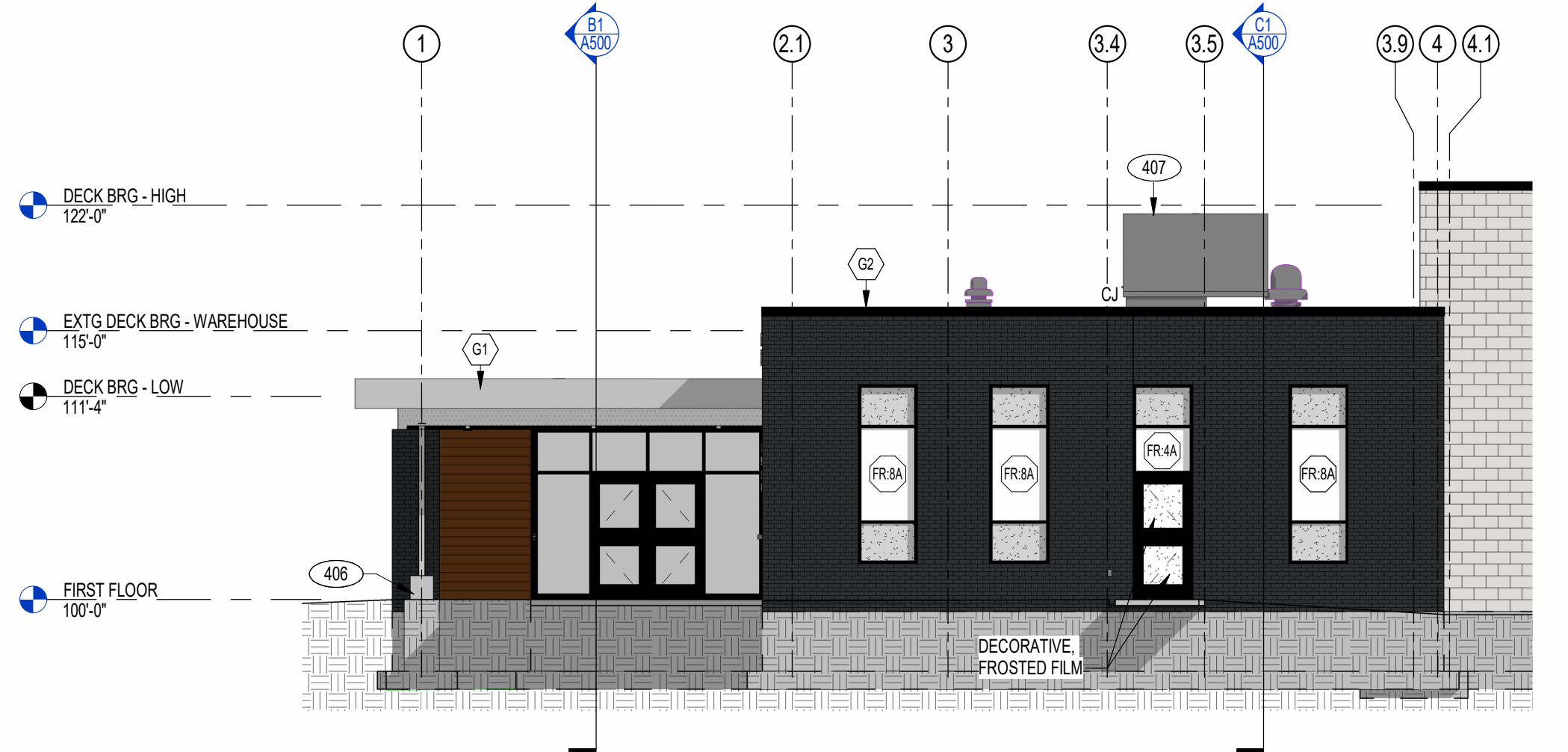
C1 SOUTH ELEVATION
1/8" = 1'-0"



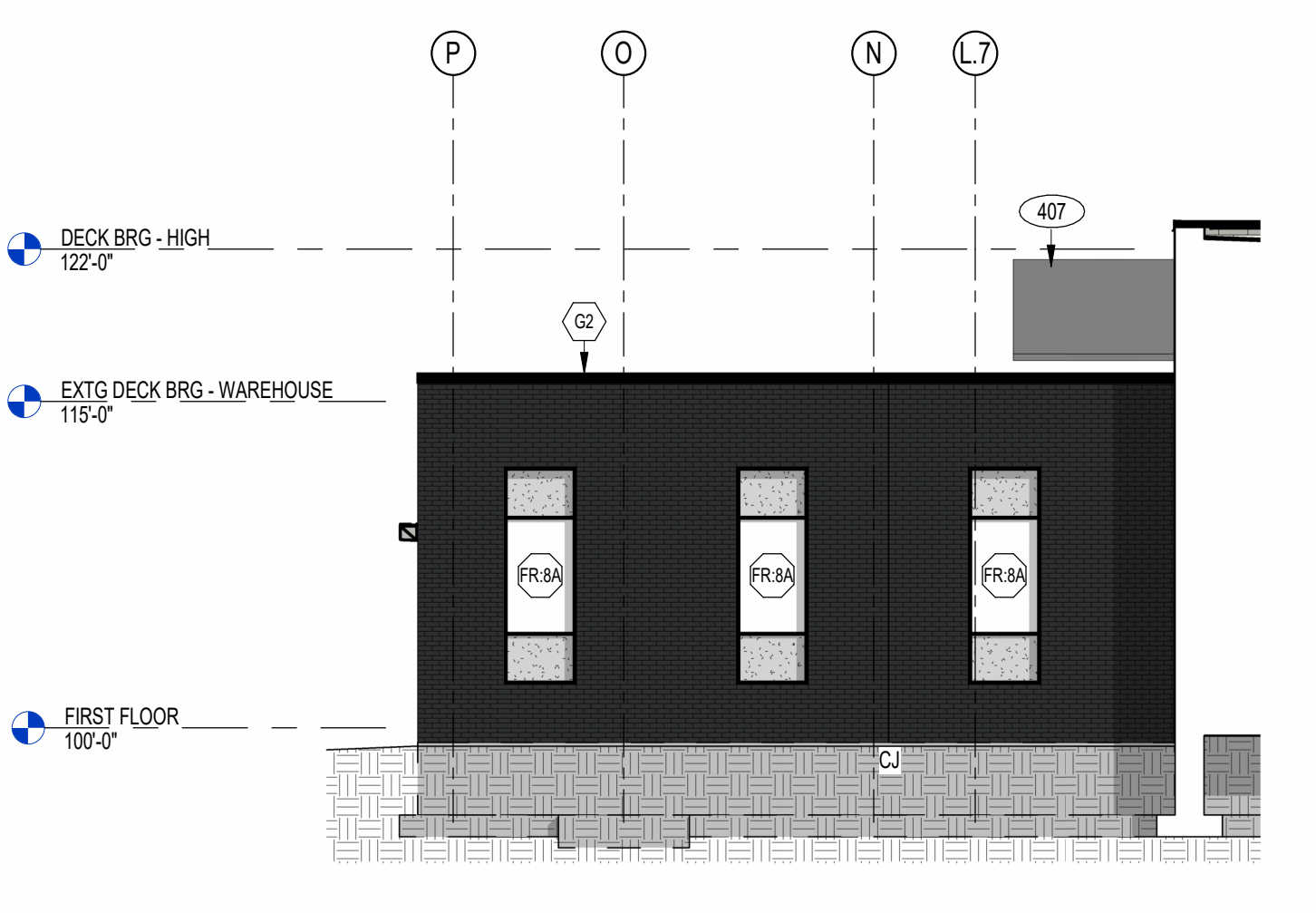
C2 EAST ELEVATION
1/8" = 1'-0"



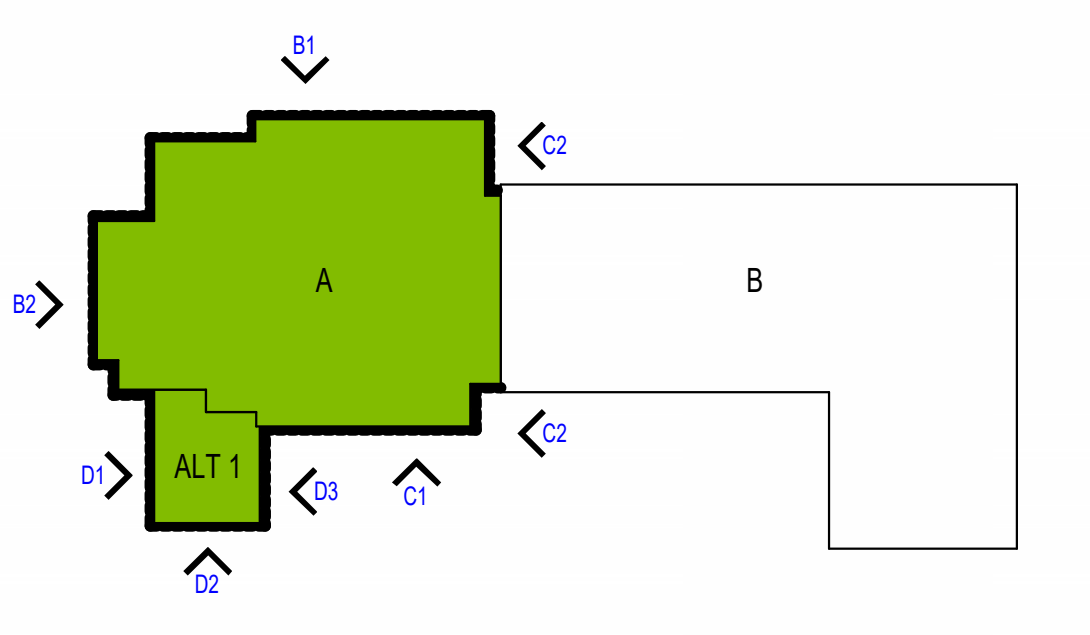
D1 WEST ELEVATION - ALTERNATE 1
1/8" = 1'-0"



D2 SOUTH ELEVATION - ALTERNATE 1
1/8" = 1'-0"



D3 EAST ELEVATION - ALTERNATE 1
1/8" = 1'-0"



143.552.8448
1500 246.9900
1979 main street, suite 200, madison, wisconsin 53718
1979 main street, suite 201, madison, wisconsin 53718
211 campbell street, madison, wisconsin 53703

prad
PLUNKETT RAYSICH
ARCHITECTS, LLP

Franklin Public Schools
Community Education and Recreation Center Addition
8429 West Forest Hill Ave., Franklin, WI 53132

REVISIONS:
PROGRESS SET
DATE: 12/08/2023
JOB NO: 220292-01
SHEET NO:
A400

DRAWN BY: PES 12/15/2023 2:12:15 PM

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EXTERIOR ELEVATIONS

MAIN ENTRY VIEW - WITHOUT ALTERNATE CLINIC



MAIN ENTRY VIEW - WITH ALTERNATE CLINIC





CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION
Meeting of February 8, 2024
CONDOMINIUM PLAT

RECOMMENDATION: City Development staff recommends approval of the Forest Home Commercial Condominium Plat, subject to the conditions set forth in the attached resolution.

Table with 2 columns: Property Owner, Applicant, Property Address/Tax Key Number, Aldermanic District, Agent, Zoning District, Use of Surrounding Properties, Proposal, Staff Planner. Values include Forest Home Commercial Condominium, ACG Acquisitions #10 LLC, 11217 W. Forest Home Avenue / 748 9961 001, District 6, Stephen Anderson, Anderson Commercial GRP, M-1 Limited Industrial District, M-1 zoned property to the north and south, Woodland Prairie Condominiums to the east and B-3 zoned property and single-family residential to the west, 5-unit commercial condominium, Nick Fuchs, Planning Associate.

Project Description/Analysis

The applicant has filed a Condominium Plat Application to create a 5-unit commercial condominium upon property located at 11217 W. Forest Home Avenue. This property has an area of approximately 3.77-acres and consists of an existing multi-tenant commercial building and associated drives and parking. The site also has a wireless communication tower and two maintenance buildings.

The proposed plat creates the Forest Home Commercial Condominium, which includes five separate units and establishes common and limited common elements. According to the applicant, the intent is to sell the separate units.

Note that no building or site changes are proposed as part of this request.

According to WDNR mapping, the site contains wetlands along the rear of the property and extending along the north and south property lines. In review of the Condominium Plat, staff recommended completion of a Natural Resource Protection Plan and submittal of a Conservation Easement.

Section 15-7.0601 requires that provisions pertaining to a final plat shall apply to a condominium plat as they may be applicable. Note final plats require that natural resources and their associated setbacks be shown on the plat and protected within a conservation easement. The applicant is requesting that a NRPP not be required or considered applicable at this time as the condominium plat does not include any site improvements or changes.

It can be noted that if development is proposed in the future, a NRPP would be required at that time as part of a Site Plan Amendment Application.

Staff does not object to requiring a NRPP and conservation easement in the future when development or site improvements are proposed. However, in certain areas the parking lot is within close proximity to the wetland. As such, staff anticipates recommending that a NRPP be completed with any modifications of the parking lot or site within those areas, even if minor or only maintenance is being performed. At that time, the City should consider the removal of any encroachments as may be practicable.

Pursuant to UDO Section 15-7.0603.D, the City Attorney reviewed and provided comments regarding the condominium declarations. The applicant has addressed those comments.

Staff Recommendation

A motion to recommend approval of the Forest Home Commercial Condominium Plat, subject to the conditions set forth in the attached resolution.

RESOLUTION NO. 2024-_____

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
FOREST HOME COMMERCIAL CONDOMINIUM, A CONDOMINIUM AT 11217
WEST FOREST HOME AVENUE
(ACG ACQUISITIONS #10 LLC (D/B/A ANDERSON COMMERCIAL GRP),
PROPERTY OWNER)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for Forest Home Commercial Condominium, a Condominium at 11217 West Forest Home Avenue, such plat being Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive, as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, property located at 11217 West Forest Home Avenue, bearing Tax Key No. 748 9961 001, ACG Acquisitions #10 LLC, applicant; said Condominium Plat having been reviewed by the City Plan Commission following the reviews and recommendations or reports of the Department of City Development and the City Engineering Department, and the Plan Commission having recommended approval thereof at its meeting on February 8, 2024, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed condominium plat is appropriate for approval pursuant to law upon certain conditions and is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin, and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Condominium Plat for Forest Home Commercial Condominium, a Condominium at 11217 West Forest Home Avenue, as submitted by ACG Acquisitions #10 LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, and that all minor technical deficiencies within the Condominium Plat be rectified, all prior to the recording of the Condominium Plat.
2. ACG Acquisitions #10 LLC, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
FOREST HOME COMMERCIAL CONDOMINIUM
RESOLUTION NO. 2024-_____

Page 2

City of Franklin, including fees of consults to the City of Franklin, for the Forest Home Commercial Condominium, 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 ACG Acquisitions #10 LLC, applicant, a Condominium for the property located at 11217 West Forest Home Avenue: (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. The Forest Home Commercial Condominium shall be developed in substantial compliance with the terms and provisions of this Resolution.
5. Following the recording of the plat, the applicant shall provide a copy of the recording information and final condominium plat to the Engineering Department and Department of City Development.

BE IT FURTHER RESOLVED, that the Condominium Plat for Forest Home Commercial Condominium, be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 12 months from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 12 months of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a condominium plat, the City Clerk is hereby directed to obtain the recording of the Condominium Plat for Forest Home Commercial Condominium with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2024.

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR
FOREST HOME COMMERCIAL CONDOMINIUM
RESOLUTION NO. 2024-_____

Page 3

APPROVED:

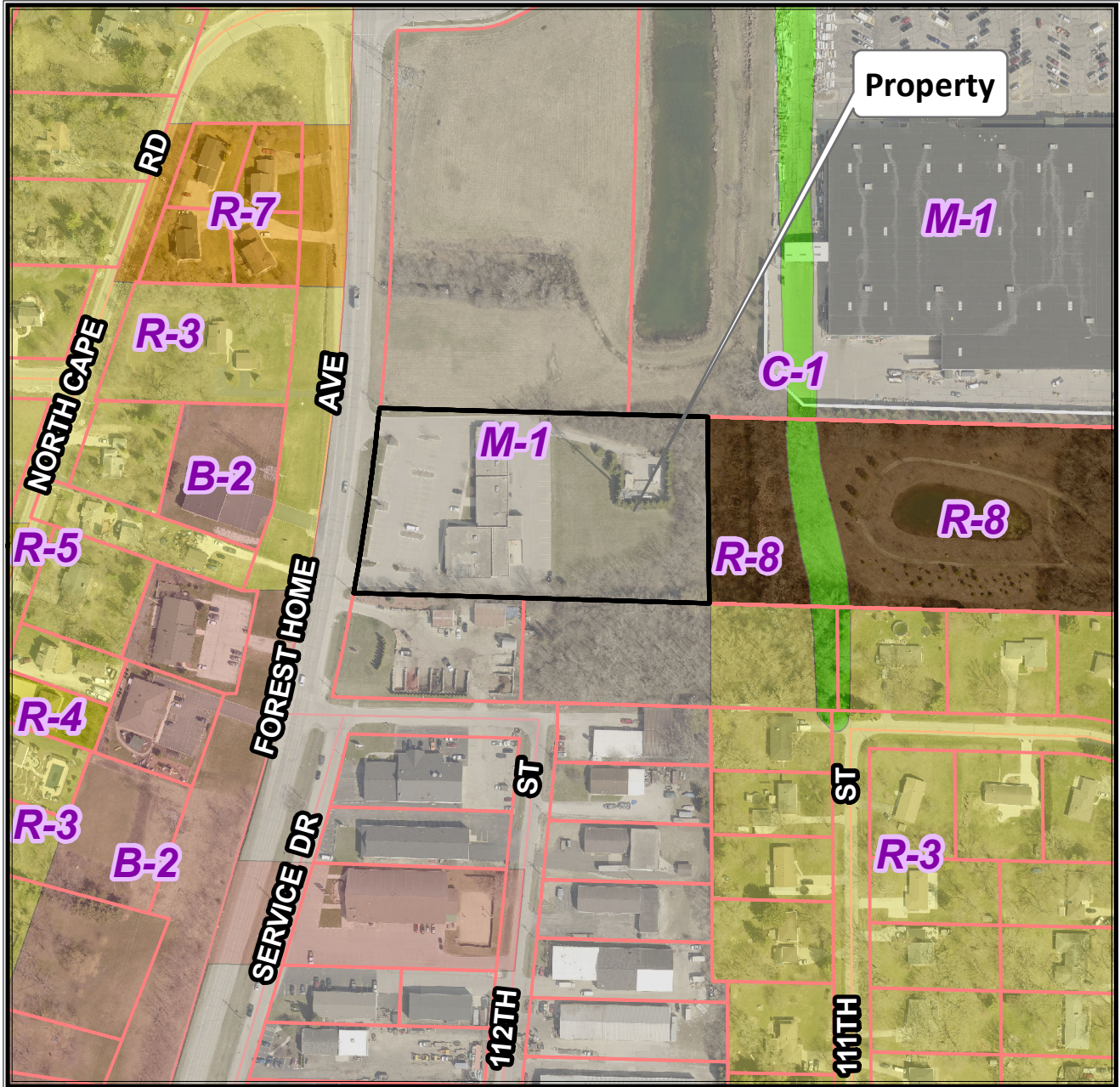
John R. Nelson, Mayor

ATTEST:

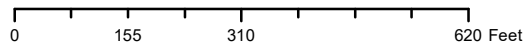
Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

11217 W. Forest Home Ave.
TKN: 748 9961 001

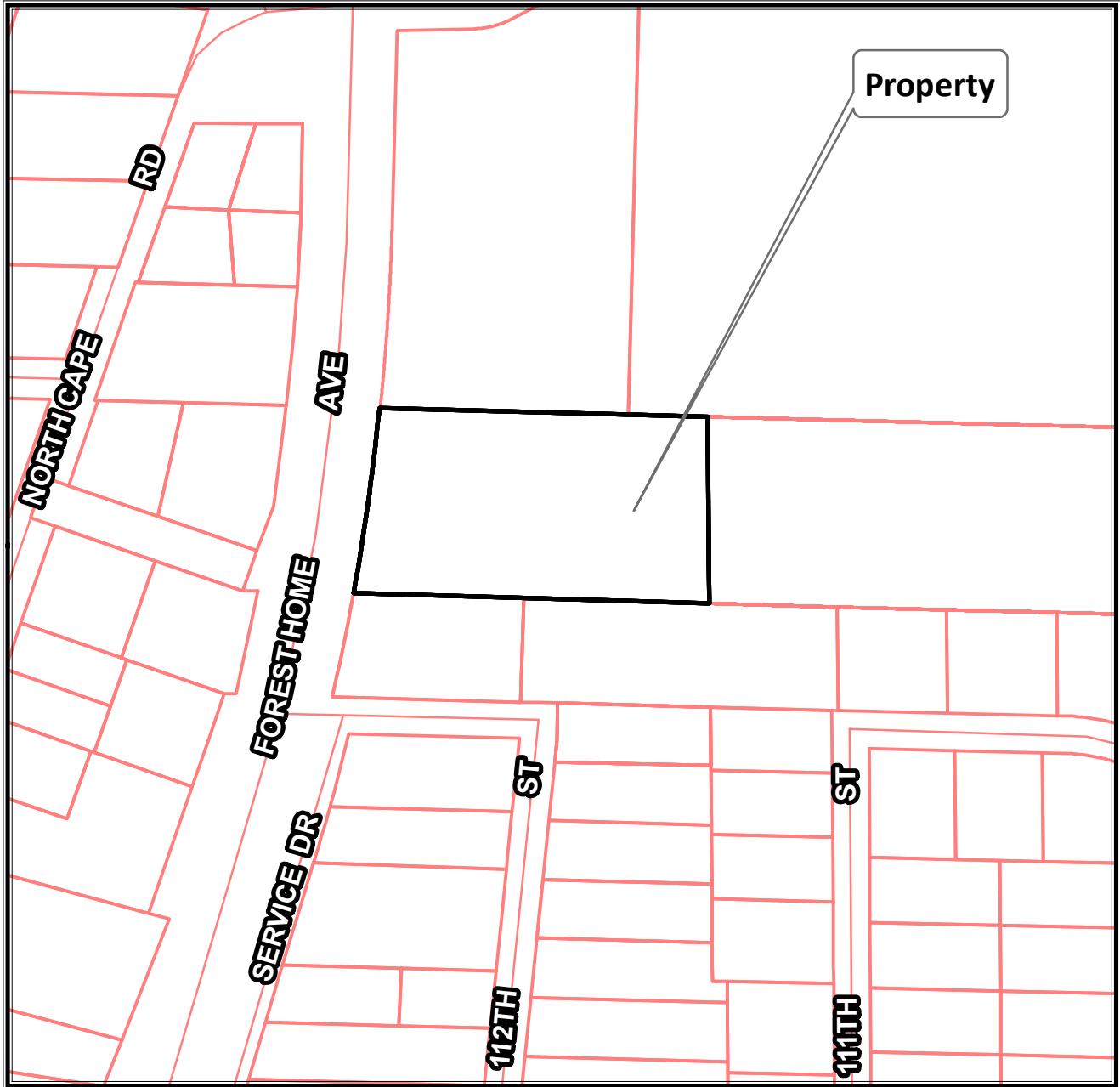


Planning Department
(414) 425-4024

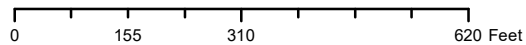


This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

11217 W. Forest Home Ave.
TKN: 748 9961 001



Planning Department
(414) 425-4024



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.



NORTH
2021 Aerial Photo

PROJECT NARRATIVE

ACG Acquisitions #10, LLC, a Wisconsin limited liability company (“Developer”), submits the attached Application for Condominium (Final) Plat for the purpose of converting the existing building located at 11217 West Forest Home Avenue, Franklin, Wisconsin, from a multi-tenant commercial building into a 5-unit commercial condominium building. The layout of the site, footprint of the building, and boundaries between the units, all as shown on the proposed condominium Plat, reflect the current state of the land and building at the site. Developer desires to convert the building into a condominium to enable Developer to sell each unit separately.



Date of Application: 11/28/2023

APPLICATION FOR CONDOMINIUM (FINAL) PLAT

Review and approval of condominium instruments by the City of Franklin is required per Section 15-2.0103B. of the City of Franklin Unified Development Ordinance, and prior to submittal to Milwaukee County for recording.

Condominium instruments shall mean the declaration, plats and plans of a condominium together with any attached exhibits or schedules, in conformity with Wis. Stat. s.703.2.

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

Applicant	(Full Legal Name[s])	Applicant is Represented by (contact person)	(Full Legal Name[s])
Name: <u>Stephen M. Anderson</u>		Name: <u>Stephen M. Anderson</u>	
Company: <u>ACG Acquisitions #10, LLC</u>		Company: <u>ACG Acquisitions #10, LLC</u>	
Mailing Address: <u>5000 South Towne Drive, Suite 100</u>		Mailing Address: <u>5000 South Towne Drive, Suite 100</u>	
City / State: <u>New Berlin, Wisconsin</u> Zip: <u>53151</u>		City / State: <u>New Berlin, Wisconsin</u> Zip: <u>53151</u>	
Phone: <u>414-858-5200</u>		Phone: <u>414-858-5200</u>	
Email Address: <u>sanderson@acgwi.com</u>		Email Address: <u>sanderson@acgwi.com</u>	
Project Property Information:		Tax Key Nos: <u>748-9961-001</u>	
Property Address: <u>11217 West Forest Home Avenue, Franklin, WI 53132</u>		Existing Zoning: <u>M-1 (Limited Industrial District)</u>	
Property Owner(s): <u>ACG Acquisitions #10, LLC</u>		Existing Use: <u>Multi-tenant M-1 limited industrial uses</u>	
Mailing Address: <u>5000 South Towne Drive, Suite 100</u>		Proposed Use: <u>M-1 limited industrial uses</u>	
City / State: <u>New Berlin, Wisconsin</u> Zip: <u>53151</u>		Future Land Use Identification: <u>M-1 limited industrial uses</u>	
Email Address: <u>sanderson@acgwi.com</u>			
*The 2025 Comprehensive Master Plan Future Land Use Map is available at: http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm			

The Unified Development Ordinance (UDO) can be found at the City's web site: www.franklinwi.gov


Final Condominium (Final) Plat Application submittals for review must include and be accompanied by the following:


- This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- Application Filing Fee, payable to City of Franklin: \$1,000
- Legal Description for the subject property (WORD.doc or compatible format).
- Eight (8) complete **collated and folded** sets of Application materials to include:
 - One (1) original and seven (7) copies of a written Project Narrative, *detailed description of the project.*
 - Eight (8) **full size copies of the Condominium Plat/Plans, drawn to scale (14" x 22") per s. 703.11 (2) (d) Wis. Stats.**
- Two (2) copies of the Declarations and By-Laws (as applicable) per UDO Section 15-7.0603A. for administrative review and approval.
- Email (or CD ROM) with all plans/submittal materials. *Plans must be submitted in Adobe PDF format.*

- Upon receipt of a complete submittal, staff review will be conducted within 20 days.
- Final Plat Review requests require Plan Commission review and recommendation within 40 days of the filing date.
- Within 60 days of the date of filing, Common Council shall approve, conditionally approve or reject the Final Plat, unless the time is extended by agreement with the Subdivider.


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

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


 Signature - Property Owner
Stephen M. Anderson, Managing Member of ACG Acquisitions #10, LLC
 Name & Title (PRINT)
 Date: 11/28/2023


 Signature - Applicant
Stephen M. Anderson, Managing Member of ACG Acquisitions #10, LLC
 Name & Title (PRINT)
 Date: 11/28/2023

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


 Signature - Applicant's Representative
Stephen M. Anderson, Managing Member of ACG Acquisitions #10, LLC
 Name & Title (PRINT)
 Date: 11/28/2023

LEGAL DESCRIPTION OF PROPERTY

Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive, as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Address: 11217 West Forest Home Avenue, Franklin, Wisconsin

PIN No. 748-9961-001

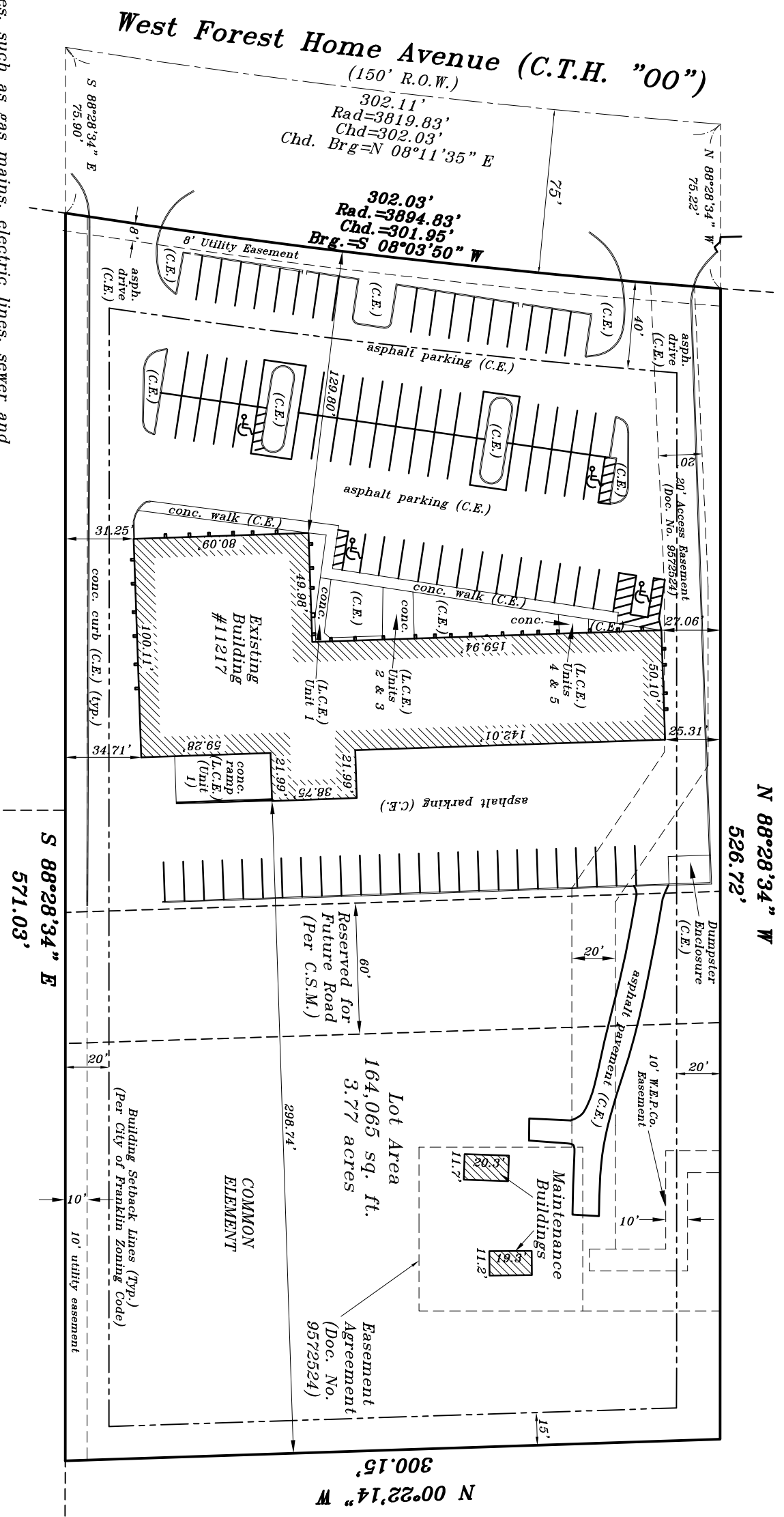
Forest Home Commercial Condominium

City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

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Certification



Note:

The location of subsurface utilities, such as gas mains, electric lines, sewer and water laterals, etc. could not be determined and shown on this plat. In the event that any utility serves multiple units, that utility shall be known as a Limited Common Element of the units served by that utility, and the owners of the units served by that utility shall be responsible for the maintenance, repair and restoration of that utility. If any utility serves a single unit, that utility shall be known as a Limited Common Element of that unit, and the owner of that unit shall be responsible for the maintenance, repair and restoration of that utility, even if it crosses another unit's Limited Common Element.

Surveyor's Certificate:

I, Dennis C. Sauer, a Professional Land Surveyor, do hereby certify that I have surveyed the above described property of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing buildings on said property. This plat is a correct representation of Forest Home Commercial Condominium and the identification and location of each unit and the common elements can be determined from this plat.



Dennis C. Sauer

Dennis C. Sauer, P.L.S. 2421

July 5, 2023
Date
Rev. July 13, 2023
Rev. October 25, 2023
Rev. November 13, 2023
Rev. January 23, 2024

- Addresses:
- Unit 1 - 11217 W. Forest Home Ave., Franklin, WI 53132
 - Unit 2 - W. Forest Home Ave., Franklin, WI 53132
 - Unit 3 - W. Forest Home Ave., Franklin, WI 53132
 - Unit 4 - W. Forest Home Ave., Franklin, WI 53132
 - Unit 5 - W. Forest Home Ave., Franklin, WI 53132

Declarant:

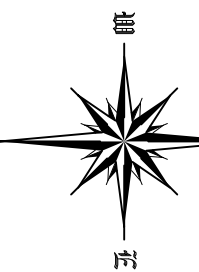
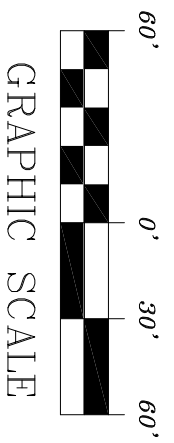
ACG Acquisitions #10, LLC,
5000 South Tomte Drive
Suite 100, New Berlin, WI 53151

Prepared By:

Dennis C. Sauer PLS-2421
Metropolitan Survey Service, Inc.
8482 South 76th Street
Franklin, WI 53132

Notes:

L.C.E. = Limited Common Element
C.E. = Common Element



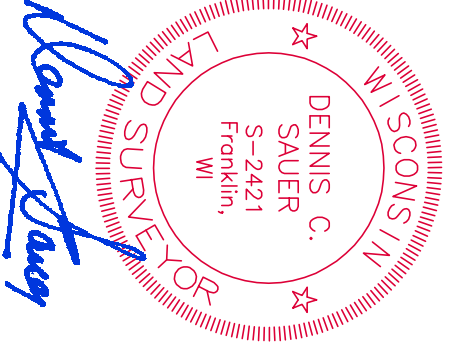
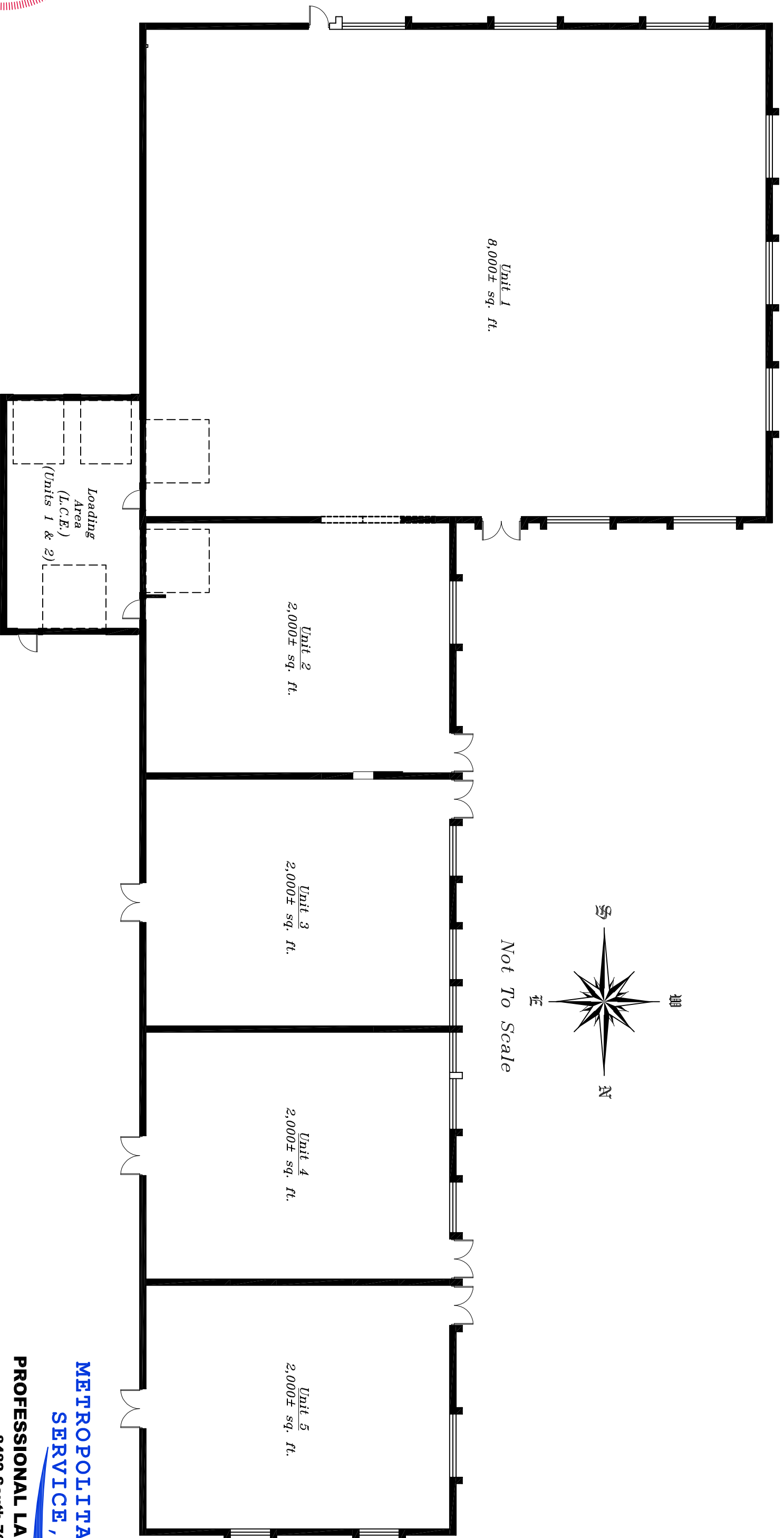
METROPOLITAN SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS
8482 South 76th Street
Franklin, Wisconsin 53132
PHONE (414) 529-5380
survey@metropolitansurvey.com
www.metropolitansurvey.com

Forest Home Commercial Condominium

City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 6, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.



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Franklin, Wisconsin 53132
PHONE (414) 529-5380
survey@metropolitansurvey.com
www.metropolitansurvey.com

<p>Document Number</p> <hr/> <p>Name and Return Address</p> <p>Adam A. Bardosy Mallery s.c. 731 North Jackson Street, Suite 900 Milwaukee, Wisconsin 53202</p> <hr/> <p>748-9961-001</p> <hr/> <p>Parcel Identification Number (PIN)</p>	<p>DECLARATION OF CONDOMINIUM FOR FOREST HOME COMMERCIAL CONDOMINIUM</p>	<p>Recording Area</p>
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THIS DECLARATION is made as of February _____, 2024 by ACG ACQUISITIONS #10, LLC, a Wisconsin limited liability company (“Declarant”).

Declarant, as the owner of the Property described below, subjects the Property to this Declaration and to the condominium form of ownership under the Wisconsin Condominium Ownership Act (the “Act”). This Declaration shall run with the land and shall bind and benefit Declarant, its successors and assigns, and all persons now or in the future having any interest in the Property.

**ARTICLE 1
NAME AND ADDRESS; SMALL CONDOMINIUM ELECTION**

The Property shall be known as Forest Home Commercial Condominium (the “Condominium”). The address of the Condominium is 11217 West Forest Home Avenue, Franklin, Wisconsin 53132. The Condominium shall be a “small condominium” as defined in Section 703.02(14m) of the Act. Sections 703.365(2)(c), 2(e), 4, and 8 of the Act shall apply to the Condominium.

**ARTICLE 2
PROPERTY**

A description of the land on which the Condominium is located is set forth on Exhibit A to this Declaration. Such land, together with all buildings and other improvements located on such land or to be constructed on such land in the future, is referred to in this Declaration as the “Property.” The Property is divided into the Units and the Common Elements (including the Limited Common Elements), as described below.

ARTICLE 3 UNITS

3.1 Number and Identification. The Condominium shall consist of five (5) units (individually a “Unit” and collectively the “Units”) located in the building (“Building”) identified on the condominium plat attached hereto as Exhibit B (the “Plat”), together with the Common Elements as described in Article 4 (including those depicted on the Plat), whether constructed or not yet constructed. The Plat shows floor plans for each Unit, including the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 through 6, inclusive, as numbered on the Plat.

3.2 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) Upper Boundary. The upper boundary of the Unit shall be the interior lower surface of the supporting members of the roof above the highest level of interior space of the Unit, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the upper surface of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls, in either case extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit.

3.3 Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in Section 3.2:

(a) Windows, doors, and garage and dock doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving the Unit.

(g) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, and condensers and all connections thereto serving the Unit.

Specifically not included as part of a Unit are those structural components of the Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit. Any structural components and all plumbing, electrical, mechanical, and public or private utility lines running through a Unit that serve more than one Unit or another Unit are Common Elements (or Limited Common Elements as may be identified on the Plat).

3.4 Changes by Declarant. Declarant reserves the right to change the layout, location, dimensions and construction details of the Building, Units, Common Elements and Limited Common Elements shown on the Plat that are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the Building. For this purpose, Declarant shall have the exclusive right, without a vote of any other Unit Owners, to amend this Declaration and the Plat for the purpose of describing and depicting the layout, location, Unit numbers and dimensions of the building(s) and Units as finally located and erected.

3.5 Title. Each Unit Owner's interest in its Unit must be held in fee simple. (For the avoidance of doubt, a vendee's interest in a Unit under a land contract shall be deemed under this Declaration to be a fee-simple interest.)

3.6 Unit Owners' Rights and Duties. Each owner of a Unit (each a "Unit Owner," and collectively "Unit Owners") shall be subject to all the rights and duties assigned to Unit Owners under the terms of this Declaration and the Plat (together, the "Condominium Instruments") and the bylaws of the Association (the "Bylaws"). When there are unsold Units in the Condominium, Declarant also enjoys the same rights and assumes the same duties as they relate to each individual unsold Unit.

3.7 Right of Ingress and Egress. Each Unit Owner has an unrestricted right of ingress and egress to its Unit. This right shall be perpetual and shall pass with the Unit as transfers of ownership of the Unit occur.

ARTICLE 4 COMMON ELEMENTS

4.1 Description. The Common Elements shall consist of all of the Property except the Units, including, without limitation, the land on which the improvements are located; all common parking areas, driveways, walkways, courtyards and other open areas, as shown on the Plat and all amendments to the Plat; water systems and other private utility lines; public utility lines; private wells; master television cable or antenna and lines, if any; the landscaping done or to be done on

the Property; bearing walls, floors and ceilings (except the interior surfaces of such elements that form the outer boundaries of each Unit); roofs, foundations, entrances and exits, pipes, ducts, electrical wiring, sewer laterals, common rooms, outside walls, girders, beams and support and structural parts of the Building; common signage pylons and monuments. Each Unit Owner shall have an undivided interest in all of the Common Elements. The term “Common Elements” as used in this Declaration includes Limited Common Elements as defined below, unless otherwise stated in some particular provision of this Declaration.

4.2 Limited Common Elements. Portions of the Common Elements are designated as “Limited Common Elements.” Each Limited Common Element is reserved for the exclusive use of the owner(s) of the Unit(s) to which it is appurtenant, to the exclusion of all other Unit Owners. The Limited Common Elements include, without limitation, the areas labeled as “L.C.E.” on the Plat and all amendments to the Plat. In addition, fixtures designed to serve a single Unit and located contiguous to the Unit’s boundaries are Limited Common Elements appurtenant to that Unit exclusively.

4.3 Use. The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments, the Bylaws, and the Rules, the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner(s) of the Unit(s) to which their use is limited.

4.4 Signage. Each Unit Owner shall have the right, at such Unit Owner’s expense, to install on the Property’s common signage monument one double-sided, panel sign identifying the Unit Owner or its tenant. Such Unit Owner shall maintain its panel sign in good order and condition, repair any damage it causes to the signage monument, and, upon vacating or transferring its Unit, remove its panel sign, all at such Unit Owner’s expense.

ARTICLE 5 PERCENTAGE INTERESTS

Every Unit Owner owns an undivided percentage interest in the Common Elements (the “Percentage Interests”). The undivided percentage interest in the Common Elements allocated to each Unit is set forth on the attached Exhibit C. Except as provided in the Act, all Common Elements shall remain undivided. Except as provided in the Act, no Unit Owner, nor any other person, may bring a suit for partition of the Common Elements. Any instrument, matter, circumstance, action, occurrence or proceeding in any manner affecting a Unit also shall affect, in like manner, the Percentage Interest appurtenant to the Unit, and any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of any Percentage Interest will be void unless the Unit to which that Percentage Interest is allocated is also transferred.

ARTICLE 6 ASSOCIATION OF UNIT OWNERS

6.1 Establishment. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit

Owners known as the “Forest Home Commercial Condominium Association” (the “Association”), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association’s articles of incorporation (the “Articles”) and Bylaws, the Act, this Declaration, and Chapter 181 of the Wisconsin Statutes. All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the “Rules”), this Declaration, the Articles, and the Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules from time to time and shall distribute to each Unit Owner the updated version of such Rules upon any amendment or modification to the Rules. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners. All such Rules shall be commercially reasonable.

6.2 Declarant Control. Notwithstanding any contrary provision in the Condominium Instruments, the Bylaws, or the Rules, Declarant, except as provided in Section 6.3, below, shall have the sole authority to appoint and remove the officers of the Association and to exercise the powers and responsibilities otherwise assigned by this Declaration or the Act to the Association or its officers, until the earlier to occur of the following: (a) three (3) years from the date the period of Declarant control begins; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers; or (c) thirty (30) days after Declarant’s written election to waive its right of control. The period of Declarant control begins on the date that the first Unit is conveyed by Declarant to any person or entity other than Declarant. Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. If there is any Unit Owner other than Declarant, this Declaration may not be amended to increase the scope or the period of Declarant control or change the Percentage Interests (without written consent of each Unit Owner whose Percentage Interest is changed and its first mortgagee). Not later than forty-five (45) days after the expiration of the period of Declarant control, the Association shall hold a meeting and the Unit Owners shall elect an executive board of at least three (3) directors and officers of the Association. The directors and officers shall take office upon election.

6.3 Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. The Declarant shall elect the remaining Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. The Declarant shall elect the remaining Board of Directors.

Within forty-five (45) days after the expiration of the period of Declarant control, the Association shall hold a meeting, and the Unit Owners shall elect all of the directors on the Board of Directors and officers of the Association. For purposes of calculating the percentages set forth in Section 6.2 and this Section 6.3, the percentage of Common Element interest conveyed shall be calculated by dividing the number of Units conveyed by the maximum number of Units permitted under Section 3.1.

6.4 Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the “Manager”) under which property-management services may be provided to the Condominium. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Unit Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Act.

6.5 Voting. Pursuant to Section 703.365(2)(c) of the Act, each Unit Owner shall have one (1) vote at meetings of the Association.

6.6 Association Property. No Unit Owner may have any right, title or interest in any property owned by the Association other than as holder of a Percentage Interest appurtenant to such Unit Owner’s Unit.

ARTICLE 7 COMMON EXPENSES AND COMMON SURPLUSES

7.1 Disposition of Common Surpluses. All common surpluses of the Association shall be credited to the Unit Owners’ assessments for common expenses in proportion to their Percentage Interests or shall be used for any other purpose as the Association decides.

7.2 Assessments for Common Expenses. Funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by assessments against the Unit Owners in the manner set forth in the Bylaws. Except as otherwise provided in this Declaration, the Unit Owners’ respective shares of common expenses shall be their respective Percentage Interests. Assessments against all Units will begin as of the date of the first transfer of title of any Unit by Declarant.

ARTICLE 8 UNPAID ASSESSMENTS

In this Article, “assessments” means regular and special assessments for common expenses and charges, fines, or assessments against specific Units or Unit Owners for damages to the Condominium or for penalties for violations of this Declaration, the Bylaws, or the Rules.

8.1 Liability for Assessments. A Unit Owner shall be liable for all assessments, or installments thereof, coming due while owning a Unit, including any assessments coming due during the pendency of any claim by the Unit Owner against the Association or during any period

in which the Unit is not occupied by the Unit Owner or is leased or rented to any other person or entity. In a voluntary grant of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for its share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. By acceptance of a conveyance of its Unit, each Unit Owner assumes this joint and several liability. Liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

8.2 Lien. Subject to the applicable terms and conditions of the Act, all assessments, until paid, together with interest on them and actual costs of collection (including attorneys' fees), constitute a lien on the Units on which they are assessed. The lien shall be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. A lien may be enforced and foreclosed by the Association or any other person specified in the Bylaws, in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property in this state. The Association may recover costs and actual attorneys' fees. The Association may bid on the Unit at foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. The lien will not be affected by the sale or transfer of the Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments.

8.3 Interest. Any assessment, or installment thereof, not paid when due shall bear interest, at the option of the Association, from the date when due until paid at a rate not exceeding the highest rate permitted by law as stated in the Bylaws.

ARTICLE 9 USE RESTRICTIONS

9.1 Units. The Condominium buildings and the Units are intended for and restricted to commercial uses, provided such uses are permitted by applicable local, state, and federal laws, ordinances, codes and regulations, as further restricted by this Declaration, the Bylaws, and the Rules.

9.2 Common Elements.

(a) The Common Elements may be used only for the purposes for which they were intended and, except as provided in the Condominium Instruments, the Bylaws, and the Rules, the Common Elements are subject to mutual rights of support, access, use and enjoyment by all Unit Owners. However, any portion of the Common Elements designated as Limited Common Elements may be used only by the Unit Owner(s) of the Unit(s) to which their use is limited.

(b) Unit Owners shall not obstruct or place anything in the Common Elements (not including the Limited Common Elements appurtenant to their respective Units), provided that Declarant may display "for sale" and other marketing signs on the Common Elements (not

including the Limited Common Elements appurtenant to Units not owned by Declarant) until all Units have been sold.

9.3 Leases. All persons or entities occupying Units who are not the Unit Owner(s) shall be considered tenants for purposes of this Section. Unit Owners may allow occupancy of their Units by tenants, but only in compliance with the following requirements:

(a) Every agreement for tenant occupancy of a Unit (each a “lease”) shall be in writing.

(b) Before a tenant signs a lease, the Unit Owner shall provide the tenant with copies of this Declaration as amended, the Bylaws as amended, and the Rules as amended.

(c) Every lease shall contain a statement to the effect that the tenant acknowledges receiving copies of those documents and agrees to comply with the Act and those documents.

(d) Within five (5) business days after entering into or renewing a lease, the Unit Owner shall provide a copy of the lease to the Association. The Association shall keep a copy of any lease on file while the lease is in effect.

Additional restrictions on Unit leases may be set forth in the Rules. However, no such restrictions shall limit the term of any lease or be commercially unreasonable.

9.4 Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under this Declaration. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

9.5 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

9.6 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted at the Property.

ARTICLE 10 MAINTENANCE, REPAIRS, AND REPLACEMENTS

10.1 By Unit Owners.

(a) Each Unit Owner shall at its expense keep its Unit and all of its equipment, fixtures and appurtenances in good order, condition, and repair and in compliance with applicable law. Without limiting the foregoing obligations, each Unit Owner shall be responsible for

maintaining, repairing, and replacing exterior windows and doors, overhead garage or dock doors, interior and exterior lighting fixtures, refrigerators, air conditioning equipment, furnaces and heating equipment, plumbing fixtures, ceiling fans, hot water heaters, and other equipment that may be in or connected with its Unit that exclusively serves such Unit. All repairs and replacements shall be in quality and class at least equal to the original work and shall comply with all applicable laws.

(b) Each Unit Owner shall keep the Limited Common Elements appurtenant to its Unit in good order, condition, and repair and in compliance with applicable law. For any Limited Common Elements shared by multiple Units, the Unit Owners of such Units shall equally share all costs required to achieve the maintenance standard set forth in this Subsection (b).

(c) If any Unit Owner fails to properly perform any of its obligations under this Article, the Association may give the Unit Owner written notice of the maintenance, repair, or replacement the Association deems necessary. If the Unit Owner fails to properly perform the maintenance, repair, or replacement within thirty (30) days after such notice, the Association may, without waiving or releasing the Unit Owner from any such obligations, perform the obligations and specially assess the Unit Owner for the cost of doing so.

10.2 By Association.

(a) Except for the Unit Owners' responsibilities for Limited Common Elements under the preceding section, the Association shall keep the Common Elements in good order, condition, and repair and in compliance with applicable law. Without limiting the foregoing obligations, the Association shall be responsible for maintaining, repairing, and replacing all parking areas, driveways, and walkways (including snow removal) and all landscaped areas (including grass cutting and leaf raking). The Association shall maintain the exterior of the Building in good order, condition, and repair and in compliance with applicable law. All exterior paint, brick, cultured stone, siding, trim, roofing, and the like shall be maintained, cleaned, replaced or painted or otherwise cared for, as the case may be, and shall be kept in pristine condition, by the Association. The Association may temporarily close off Common Elements or entries to the Property, the Building, or any Unit or temporarily suspend services or amenities to facilitate such work.

(b) All costs of such work shall be common expenses of the Association, provided that if any maintenance, repair, or replacement of any of Common Elements (including Limited Common Elements) is necessitated by reason of misuse by, or negligence of, a Unit Owner or occupant, or of a tenant, guest or agent of a Unit Owner, the Association may specially assess the reasonable cost of the maintenance, repair, or replacement to the responsible Unit Owner (unless the same is otherwise covered by insurance maintained by the Association).

10.3 City Enforcement of Common Elements Maintenance. In the event that the Association fails to maintain the Common Elements as required hereunder, the Common Council of the City of Franklin may serve written notice upon the Association and/or upon the owners of the Property subject to this Declaration, setting forth the manner in which the Association has failed to maintain the Common Elements as required, and demanding that such deficiencies be

remedied within thirty (30) days thereof. The notice shall specify a date and place for hearing thereon, to be held within fourteen (14) days of the notice date. At such hearing the Common Council may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be remedied. If the deficiencies set forth in the original notice or in any modification thereof, shall not be remedied as required, the City, in order to preserve taxable values in the area and to prevent the Common Elements from becoming a public nuisance, may enter upon said Common Elements and maintain the same for a period not to exceed one year. Said entry and maintenance shall not vest in the public any rights to use the Common Elements except in the event same is voluntarily dedicated to the public. If the Common Council shall determine that the Association is ready and able to maintain said Common Elements as required hereunder, the City shall then cease to maintain said Common Elements and give notice thereof to the Association and/or Property owners. If the Common Council shall determine that the Association is not ready or willing or able to maintain said Common Elements as required hereunder, the Common Council may, in its discretion, continue to maintain said Common Elements subject to a similar hearing and determination in the next succeeding year and in each year thereafter. The cost of such maintenance by the City shall be assessed ratably against the Lots subject to this Declaration and shall become a tax lien on said Lots, which may be enforced and collected by all methods available under the laws of the State of Wisconsin pertaining to such liens. The City at the time of entry upon said Common Elements for the purpose of maintenance, shall file a notice of lien against the Lots in the office of the Milwaukee County Register of Deeds and/or the Milwaukee County Clerk of Circuit Court, as may be required. Nothing contained herein nor any act or omission of the City of Franklin hereunder, shall be construed to create any obligation or liability on the part of the City of Franklin, its agents or designees, whatsoever.

ARTICLE 11 ARCHITECTURAL CONTROLS

11.1 Alterations to Common Elements and Unit Exteriors. The Association shall have absolute control over all additions, improvements and other alterations to the Common Elements, including all building exteriors, and no Unit Owner may undertake any such work without the Association's prior written consent. All exterior items (including windows, doors, overhead garage and dock doors, lighting fixtures, brick, cultured stone, siding, trim, roofing, and the like) that are replaced shall be replaced with items of the same brand, product, style, and color as the original items, if possible. If the original item is no longer available, substitutions may be made only with the Association's prior written consent, not to be unreasonably withheld. Notwithstanding the foregoing, a Unit Owner may improve, including the enclosure of, the Limited Common Elements appurtenant exclusively to that Unit Owner's Unit if all of the conditions set forth in Section 703.13(5m) of the Act are satisfied.

11.2 Alterations Within Units. A Unit Owner may make any improvements or alterations within its Unit that do not impair the structural integrity or lessen the support of any portion of the Condominium and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements. A Unit Owner may not change the exterior appearance of a Unit or of any other portion of the Condominium not part of the Unit without permission of the Board of Directors of the Association.

11.3 Alterations Between Adjoining Units. A Unit Owner acquiring an adjoining or adjoining part of an adjoining Unit may, in accordance with this Section, remove all or any part of any intervening partition or create doorways or other apertures in the partition, if those acts do not impair the structural integrity or lessen the support of any portion of the Condominium. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(a) If the Unit Owner acquiring the adjoining Unit or adjoining part of an adjoining Unit desires to remove all or any part of any intervening partition or create doorways or other apertures in the partition, the Unit Owner, after 30 days' written notice to all other Unit Owners, shall prepare and execute appropriate instruments under this Section. An amendment to this Declaration shall depict the alteration to the partition. The amendment shall be adopted either under the provisions for amendment contained in this Declaration or by the written consent of the Unit Owner acquiring the adjoining Unit or adjoining part of an adjoining Unit, the mortgagees, if any, of the affected Units, and the Board of Directors of the Association.

(b) Plats and plans showing the alteration to the partition shall be prepared. The plats and plans shall be certified as to their accuracy and compliance with this subsection by a civil engineer, architect, or licensed land surveyor authorized to practice in this state.

(c) After appropriate instruments have been prepared and executed, they shall be delivered promptly to the Unit Owner of the affected Units upon payment by the Unit Owner of all reasonable costs for their preparation. Those instruments are effective when executed by the Unit Owner of the affected Units and recorded in the office of the Milwaukee County Register of Deeds.

11.4 Relocation of Boundaries. Boundaries between adjoining Units may not be relocated.

11.5 Separation of Units. Unit 1 may be separated into two or more units in accordance with Section 703.13(7) of the Act. Units 2-5 may not be separated, except that two or more of Units 2-5 that merge (as permitted under Section 11.6, below) may be subsequently separated to their original dimensions pursuant to Section 703.13(7) of the Act.

11.6 Merger of Units. Two or more Units may be merged into a single unit in accordance with Section 703.13(8) of the Act.

ARTICLE 12 INSURANCE

12.1 Maintenance of Insurance.

(a) The Association shall obtain and maintain the following insurance: (i) insurance against loss or damage by fire and other hazards on an all-risk basis for the Common Elements, the Units as constructed as of the date of this Declaration, and the Association's service equipment, supplies, and personal property, all for not less than their full replacement values; and (ii) a commercial general liability policy in the amount of at least \$1,000,000 combined single

limit and \$2,000,000 in the aggregate. Such insurance coverage shall be written on the Property insured in the name of the Association as trustee for each of the Unit Owners in their Percentage Interests. Premiums for such insurance shall be common expenses. Provisions for such insurance shall be without prejudice to the right of each Unit Owner to insure its own Unit for its benefit.

(b) Each Unit Owner shall obtain and maintain, at such Unit Owner's expense, insurance against loss or damage by fire and other hazards on an all-risk basis for all improvements to the Unit made after the date of this Declaration and for all personal property located within the Unit, all for not less than their full replacement values.

12.2 Use of Proceeds. Casualty insurance proceeds for the casualty insurance coverage maintained by the Association shall first be disbursed by the Association for the repair or restoration of the damaged Property insured and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court has ordered partition of the Property, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

12.3 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

ARTICLE 13 DAMAGE OR DESTRUCTION

13.1 Association Representation. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements, or agreements related to damage or destruction affecting the Common Elements. By acceptance of a conveyance of its Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

13.2 Repair or Reconstruction. In the event of damage to or destruction of the Common Elements, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the Condominium. All cost of the repair or reconstruction in excess of available insurance proceeds shall be a common expense payable by the Unit Owners in proportion to their respective Percentage Interests.

13.3 Insufficient Insurance Proceeds. However, if the Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition upon obtaining the written consent of Unit Owners (and the Eligible Mortgage Holders of their Units) having 75% or more of the votes. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their respective Percentage Interests, and shall be distributed in accordance with the priority of interests in each Unit.

ARTICLE 14 EMINENT DOMAIN

14.1 Association Representation. The Association shall represent the Unit Owners in any eminent domain proceedings, negotiations, settlements, or agreements affecting the Common Elements. By acceptance of a conveyance of its Unit, each Unit Owner appoints the Association as an attorney-in-fact for this purpose. Any proceeds from a settlement shall be payable to the Association for the benefit of the Unit Owners and their mortgage holders.

14.2 Allocation of Damages. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) Every Unit Owner is entitled to the entire award for the taking of all or part of their respective Unit and for consequential damages to their Unit.

(b) Any award for the taking of Limited Common Elements shall be allocated to the Unit Owners of the Units to which the use of those Limited Common Elements is restricted in proportion to their respective Percentage Interests.

(c) In the event no reconstruction is undertaken, any award for the taking of Common Elements shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

14.3 Restoration. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole compatible with the existing structure. Any costs of such restoration in excess of the condemnation award shall be a common expense payable by the Unit Owners in proportion to their respective Percentage Interests. However, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to the extent that reconstruction or restoration is not practical, a Condominium shall be subject to an action for partition upon obtaining the written consent of Unit Owners (and the Eligible Mortgage Holders of their Units) having 75% or more of the votes. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interests and shall be distributed in accordance with the priority of interests in each Unit.

14.4 Percentage Interests and Votes. A taking of all or part of a Unit may not include any of the Percentage Interest or vote appurtenant to the Unit. Instead, the following provisions shall apply:

(a) Following the taking of a part but less than all of any Unit, the vote appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and the Percentage Interests appurtenant to the Units shall be adjusted based upon the remaining areas of the Units, as determined by a Wisconsin-licensed architect engaged by the Association.

(b) Following the taking of all of any Unit, the following adjustments shall be made:

(1) The Percentage Interest appurtenant to the Unit shall be eliminated and the right to vote appurtenant to the Unit shall terminate.

(2) The Percentage Interests appurtenant to the remaining Units shall be adjusted based upon the areas of the remaining Units, as determined by a Wisconsin-licensed architect engaged by the Association.

(c) In either case, the Association shall promptly prepare and record an amendment to this Declaration reflecting the new Percentage Interests (if applicable) appurtenant to the Units.

14.5 Priority of Distribution of Damages for Units. All damages for each Unit shall be distributed in accordance with the priority of interests at law or in equity in each respective Unit.

14.6 Conveyances in Lieu of Condemnation. In this Article, “taking under the power of eminent domain” includes any sale in settlement of any pending or threatened condemnation proceeding.

ARTICLE 15 EASEMENTS AND ENCROACHMENTS

15.1 Presumption as to Existing Physical Boundaries. Any existing physical boundaries of any Unit or Common Elements constructed or reconstructed in substantial conformity with the Plat shall be conclusively presumed to be its boundaries, regardless of the shifting, settlement or lateral movement of any building and regardless of minor variations between the physical boundaries as described in this Declaration or shown on the Plat and the existing physical boundaries of any such Unit or Common Element. This presumption applies only to encroachments within the Condominium.

15.2 Encroachments as Result of Authorized Work. If any portion of any Common Element encroaches on any Unit or if any portion of a Unit encroaches on any Common Element, as a result of the duly authorized construction, reconstruction or repair of the Building, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the Building stands.

15.3 Easements. The Association and, as long as Declarant owns any Unit, Declarant, shall have and may grant permits, licenses, and easements over the Common Elements for utilities, roads, completion or repair of improvements to the Property, and other purposes necessary for the proper operation of the Condominium.

15.4 Right of Entry. The Association and, as long as Declarant owns any Unit, Declarant, shall have an irrevocable right and an easement to enter Units to complete or make repairs to Common Elements when reasonably necessary for public safety or to prevent damage to other portions of the Condominium, and to remedy the Unit Owner's failure to perform its maintenance, repair, or replacement obligations as described above. Except in cases involving manifest danger to public safety or property, the Association or Declarant shall make a reasonable effort to give notice to the owner of any Unit to be entered for any such purpose. No entry by the Association or Declarant for the purposes specified in this Section may be considered a trespass.

15.5 Easements Included in Grants of Units. A grant or other disposition of a Unit shall include and be subject to any easement arising under the provisions of this Section without specific or particular reference to the easement.

ARTICLE 16 RIGHTS OF MORTGAGE HOLDERS

16.1 Notice. The holder, insurer or guarantor of any first mortgage or land contract on a Unit, upon written request to the Association at the address specified in the Bylaws stating the name and address of the Mortgagee along with the Unit number or Unit address on which it has a mortgage, insurance policy or guaranty (each such party sending such notice being an "Eligible Mortgage Holder"), shall be entitled to receive timely written notice from the Association of the following events:

- (a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its mortgage.
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage.
- (c) A lapse, cancellation, or material modification of any insurance policy maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

16.2 Approval of Removal from Act. Except as provided above in connection with damage to or destruction of the Property or eminent domain, any action to remove all or any part of the Property from the Act must be agreed to by Eligible Mortgage Holders that represent at least 75% of the votes of the mortgaged Units. However, implied approval will be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment

within 30 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a “return receipt” requested.

ARTICLE 17 AMENDMENTS

17.1 Unit Owner Consent. Except as provided below with respect to amendments in connection with the assignment of Declarant’s rights, this Declaration may be amended only with the written consent of at least 75% of the Unit Owners. Any amendment made while Declarant owns any Unit shall require Declarant’s consent. An amendment becomes effective when it is recorded in the same manner as this Declaration. A Unit Owner’s written consent is not effective unless it is approved in writing by the first mortgagee of the Unit, if any. Approval from the first mortgage lender or equivalent security interest holder on a Unit, or the person servicing the first mortgage loan or its equivalent, constitutes approval of the first mortgagee or equivalent security interest holder under this Section.

17.2 Compensation. If an amendment to this Declaration has the effect of reducing the value of any Unit Owner’s interest in any Common Element, including any Limited Common Element, and/or increases the value of Declarant’s or any other Unit Owner’s interest in the Common Element or Limited Common Element, then Declarant or other Unit Owner shall compensate the Unit Owner the value of whose interest is reduced in the amount of the reduction in value, either in cash or by other consideration acceptable to the Unit Owner. A Unit Owner may waive the right to obtain this compensation in writing.

17.3 Assignment of Declarant’s Rights. Declarant may assign its rights and obligations as Declarant of the Condominium under the Act, this Declaration, and the Bylaws by recording an amendment to the Declaration that includes the assignment and an acceptance of the assignment that is signed by the assignee and acknowledged. Declarant may not assign less than all of its rights and obligations as Declarant.

ARTICLE 18 SERVICE OF PROCESS

The person to receive service of process for the Condominium in the cases provided in the Act (the “Registered Agent”) and his address are as follows:

Stephen M. Anderson
ACG Acquisitions #10, LLC
5000 South Towne Drive, Suite 100
New Berlin, Wisconsin 53151

Declarant shall file the name and address of the Registered Agent with the Wisconsin Department of Financial Institutions. The name or address of the Registered Agent may be changed by Declarant or the Association in the same manner and to the same extent that names and addresses of Registered Agents may be changed by corporations. The registered agent for the Association shall be the Registered Agent for the Condominium.

ARTICLE 19
RULES OF CONSTRUCTION

19.1 Liberal Construction. The provisions of the Condominium Instruments shall be liberally construed to facilitate the creation and operation of the Condominium.

19.2 Severability. All provisions of the Condominium Instruments are severable and the invalidity of one provision does not affect the validity of any other provision.

19.3 Conflicts. If there is any conflict between any provisions of this Declaration and any provisions of the Plat, the Bylaws, or the Rules, the provisions of this Declaration shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of the Bylaws or the Rules, the provisions of the Condominium Instruments shall control. If there is any conflict between any provisions of any of the Condominium Instruments and any provisions of the Act, the provisions of the Act shall control.

19.4 Incorporation. The Condominium Instruments shall be construed together and are determined to incorporate one another to the extent that any requirement of the Act applying to one instrument is satisfied if the deficiency can be corrected by reference to any of the others.

[Signature page follows.]

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive, as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 6, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

EXHIBIT B

CONDOMINIUM PLAT

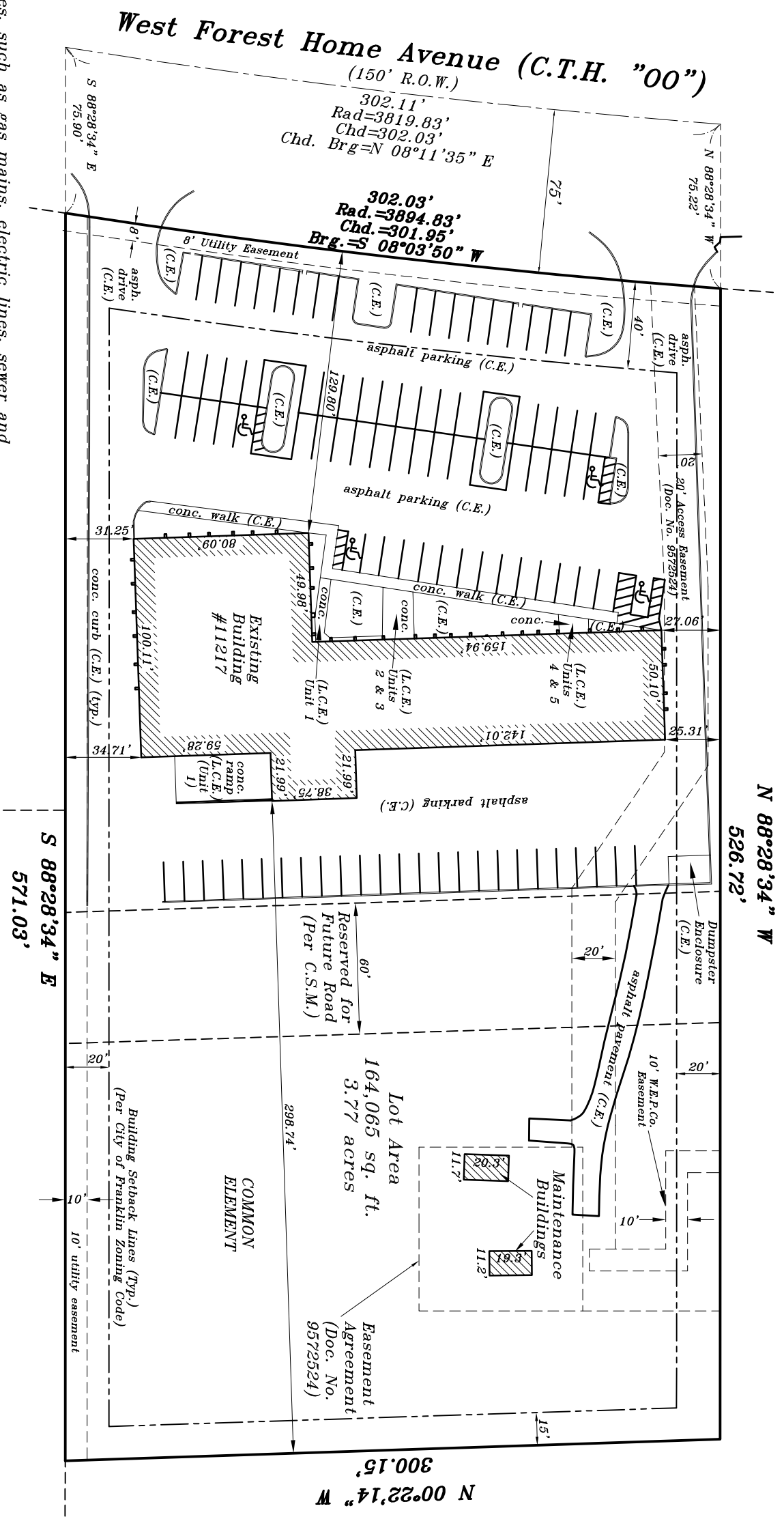
Forest Home Commercial Condominium

City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

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Certification



Note:

The location of subsurface utilities, such as gas mains, electric lines, sewer and water laterals, etc. could not be determined and shown on this plat. In the event that any utility serves multiple units, that utility shall be known as a Limited Common Element of the units served by that utility, and the owners of the units served by that utility shall be responsible for the maintenance, repair and restoration of that utility. If any utility serves a single unit, that utility shall be known as a Limited Common Element of that unit, and the owner of that unit shall be responsible for the maintenance, repair and restoration of that utility, even if it crosses another unit's Limited Common Element.

Surveyor's Certificate:

I, Dennis C. Sauer, a Professional Land Surveyor, do hereby certify that I have surveyed the above described property of this condominium plat, and that this survey is an accurate representation of the exterior boundary lines and the location of the existing buildings on said property. This plat is a correct representation of Forest Home Commercial Condominium and the identification and location of each unit and the common elements can be determined from this plat.



Dennis C. Sauer

Dennis C. Sauer, P.L.S. 2421

July 5, 2023
Date
Rev. July 13, 2023
Rev. October 25, 2023
Rev. November 13, 2023
Rev. January 23, 2024

- Addresses:
- Unit 1 - 11217 W. Forest Home Ave., Franklin, WI 53132
 - Unit 2 - W. Forest Home Ave., Franklin, WI 53132
 - Unit 3 - W. Forest Home Ave., Franklin, WI 53132
 - Unit 4 - W. Forest Home Ave., Franklin, WI 53132
 - Unit 5 - W. Forest Home Ave., Franklin, WI 53132

Declarant:

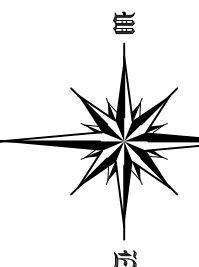
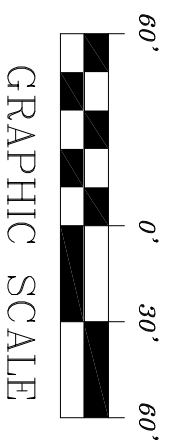
ACG Acquisitions #10, LLC,
5000 South Tomte Drive
Suite 100, New Berlin, WI 53151

Prepared By:

Dennis C. Sauer PLS-2421
Metropolitan Survey Service, Inc.
8482 South 76th Street
Franklin, WI 53132

Notes:

L.C.E. = Limited Common Element
C.E. = Common Element



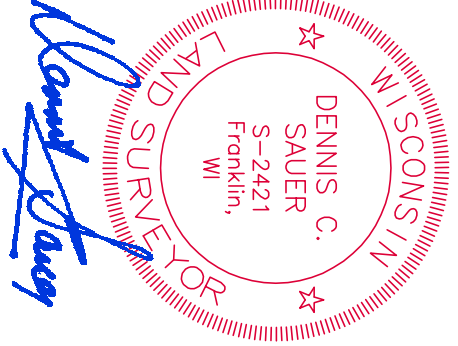
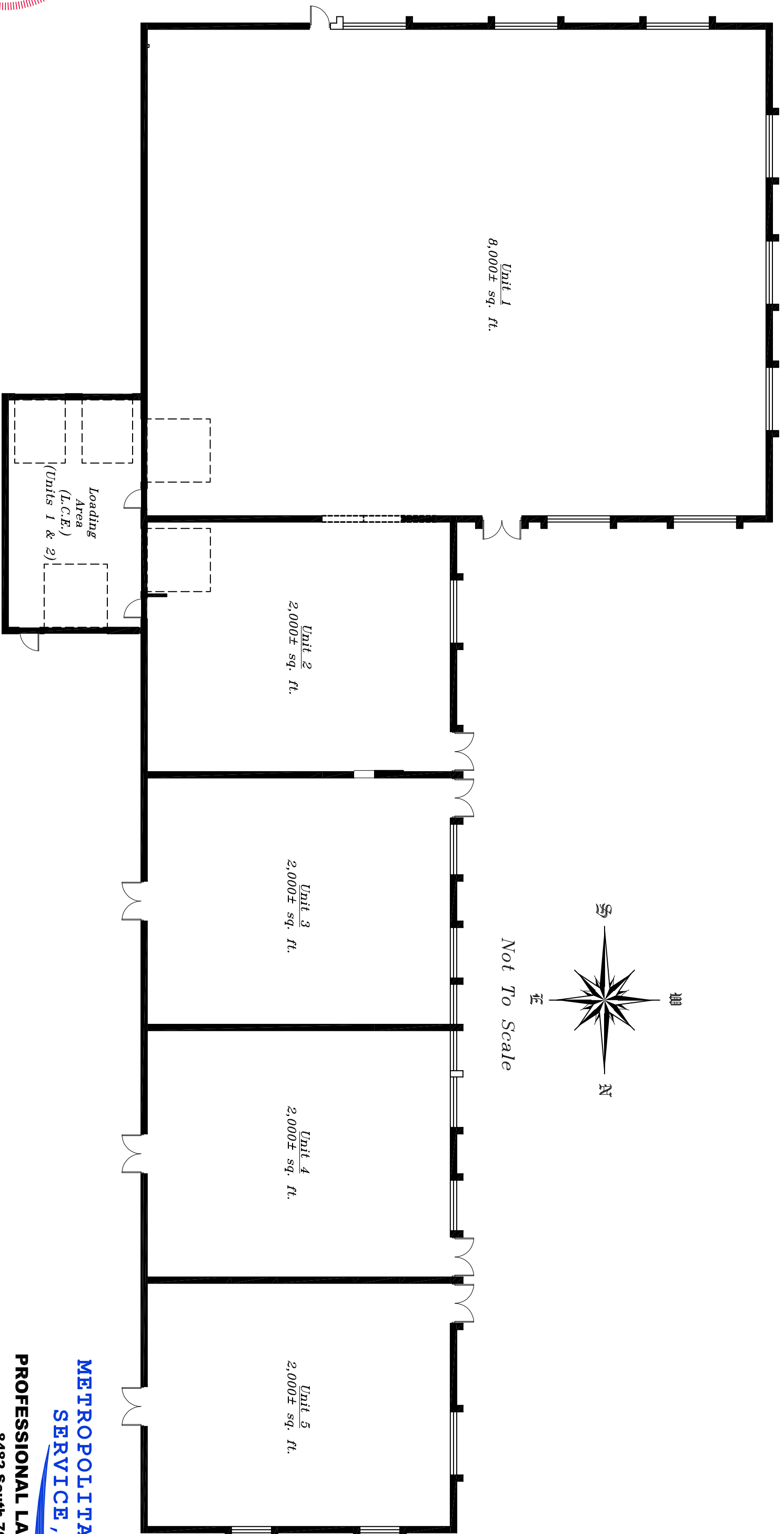
METROPOLITAN SURVEY SERVICE, INC.
PROFESSIONAL LAND SURVEYORS
8482 South 76th Street
Franklin, Wisconsin 53132
PHONE (414) 529-5380
survey@metropolitansurvey.com
www.metropolitansurvey.com

Forest Home Commercial Condominium

City of Franklin, Milwaukee County, Wisconsin

LEGAL DESCRIPTION

Parcel 1 of Certified Survey Map No. 4982, recorded on July 21, 1987, on Reel 2121, Images 1575 to 1577 inclusive as Document No. 6086366, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 6, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin.



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EXHIBIT C

PERCENTAGE INTERESTS

<u>Unit Number:</u>	<u>Percentage Interest:</u>
1	50.00%
2	12.50%
3	12.50%
4	12.50%
5	12.50%

BYLAWS OF
FOREST HOME COMMERCIAL CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND ADDRESS

1.01. Name; Purpose. The name of the corporation shall be Forest Home Commercial Condominium Association, Inc. (the “Association”). The Association is incorporated as a nonstock, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Wis. Stat. ch. 181.

1.02. Address. The principal office of the Association shall be located at 5000 South Towne Drive, Suite 100, New Berlin, Wisconsin 53151. This address shall also be the mailing address of the Association.

1.03. Binding Effect. These Bylaws (the “Bylaws”) shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.04. Capitalized Terms. Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for Forest Home Commercial Condominium executed by ACG Acquisitions #10, LLC (the “Declarant”) and recorded in the office of the Milwaukee County Register of Deeds (the “Declaration”).

1.05. Nonprofit Status. No part of the net earnings of the Association may inure (other than by acquiring, constructing, or providing management, maintenance, and care of Association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member or individual. Following the Association’s winding up of its affairs and upon its liquidation, no member of the Association shall receive any distribution of assets of the Association greater than the amount originally paid to the Association with respect to such member’s membership interest. Furthermore, following the wind-up of the Association’s affairs, any excess assets of the Association (other than a rebate of excess membership dues, fees, or assessments) following the wind-up of its affairs shall, at the time of the Association’s liquidation, be distributed to a religious, scientific, educational, benevolent, or other corporation or association that is organized and conducted not for pecuniary profit. For the avoidance of doubt, the Association is not qualified, and does not intend to qualify, as a 501(c)(3) nonprofit organization.

ARTICLE II

MEMBERSHIP

2.01. Membership. The membership of the Association shall at all times consist exclusively of all Unit Owners of the Condominium. Land contract vendees but not land contract

vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.02. Commencement and Termination. Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee, or other heir or beneficiary, upon the Unit Owner's death, such personal representative or trustee, or such other successor, shall be a member of the Association.

2.03. Withdrawal or Expulsion. No Unit Owner may voluntarily withdraw from membership in the Association nor may any Unit Owner be expelled from such membership.

2.04. Membership Certificates. Membership certificates shall not be issued.

2.05. Membership List. The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.06 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.06. Transfer of Membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.05 effective as of the date of transfer.

2.07. Effect of Condominium Lien. No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.08. Quorum. Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.09. Vote Required to Transact Business. When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10. Proxies. All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11. Voting Designations of Multiple Unit Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association before casting such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

ARTICLE III

MEETINGS OF MEMBERS

3.01. Place. All meetings of the Unit Owners shall be held at a place that shall be stated in the notice of the meeting, which place shall be within a 30-mile radius of the Condominium.

3.02. Annual Meetings. The first annual meeting of the Unit Owners shall be held on the second Monday of the first December after the Declarant has ceased to control the Association as provided in Section 6.2 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the second Monday of December of each succeeding year.

3.03. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.04. Notice of Meetings. No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.05. Adjourned Meetings. If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting originally called.

3.06. Duties of Officers at Meetings. The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.07. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Calling the meeting to order;
- (b) Calling the roll of Unit Owners and certifying the proxies;
- (c) Proof of notice of meeting or waiver of notice;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers;
- (f) Reports of committees (if appropriate);
- (g) Election of directors (if appropriate);
- (h) Unfinished business;
- (i) New business; and
- (j) Adjournment.

3.08. Action Without a Meeting by Written Consent. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by all Unit Owners that would have been entitled to vote on the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association.

3.09. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

4.01. Number and Membership in Association. The affairs of the Association shall be managed initially by a Board of Directors composed of three (3) directors selected by the Declarant. No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 6.2 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.02. Term of Office. The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall serve until the Declarant has conveyed fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two directors. Such Board of Directors shall serve until the next election upon expiration of the period of Declarant control as provided in Section 6.2 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section

3.02. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.03. Election of Directors. One (1) month before each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote on the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.09 with all written ballots due before the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.04. Vacancy and Replacement. If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 6.2 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.05. Removal. Before the expiration of the period of Declarant control as described in Section 6.2 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.06. Compensation. No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

ARTICLE V

MEETINGS OF THE BOARD OF DIRECTORS

5.01. Regular Meetings. Until the expiration of Declarant control as described in Section 6.2 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the second Monday of December at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.02. Special Meetings. Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.03. Notice of Special Meetings. No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.04. Quorum. A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business that might have been transacted at the meeting originally called.

5.05. Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Calling the meeting to order;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers;
- (e) Reports of committees (if appropriate);
- (f) Election of officers (if appropriate);
- (g) Unfinished business;
- (h) New business; and
- (i) Adjournment.

5.06. Action Without a Meeting by Written Consent. Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office.

ARTICLE VI

POWERS AND DUTIES OF BOARD OF DIRECTORS

6.01. Powers and Duties. All powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and

duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

- (a) Adopt budgets for revenues, expenditures, and reserves;
- (b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;
- (c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;
- (d) Grant easements, licenses, and rights-of-way through or over the Common Elements;
- (e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;
- (f) Sue on behalf of all Unit Owners;
- (g) Make contracts and incur liabilities;
- (h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;
- (i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;
- (j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;
- (k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person on or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having seventy-five percent (75%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations that are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;
- (l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks that the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.02. Manager. The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.01 and 7.07.

ARTICLE VII

OFFICERS AND THEIR DUTIES

7.01. Officers. The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 6.2 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.02. Election of Officers. The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.03. Term. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.04. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, and have such authority and perform such duties as the Board of Directors may from time to time determine.

7.05. Resignation and Removal. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.06. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.07. Duties. Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article VI, the duties of the officers are as follows:

(a) *President.* The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) *Vice President.* The vice president shall act in the place of the president in the event of the president's absence or inability or refusal to act and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) *Secretary.* The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.05; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) *Treasurer.* The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.08. Compensation. No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.09. Fidelity Bonds. The Board of Directors may require any officers, agents, or employees of the Association handling or responsible for Association funds to furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

BOOKS AND RECORDS

8.01. Inspection. The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.02. Audits. The accounts and records of the Association shall be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

ARTICLE IX

BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.02. Budget. Throughout the period of Declarant control as described in Section 6.2 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors before the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 6.2 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period January 1 through December 31 of the succeeding year.

9.03. Levying and Payment of General Assessments. Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective Percentage Interest. On or before the last day of December of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in twelve (12) equal installments that shall be due monthly in advance

on the first day of each month. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.04. Special Assessments. Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and on the date or dates designated by the Board of Directors.

9.05. Association Remedies upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days after the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.06. Annual Report. Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list before the third Thursday in February.

ARTICLE X

USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

ARTICLE XI

ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors, or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within

thirty (30) days concerning the action taken. In case of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors, or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorney fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

ARTICLE XII

LIABILITY AND INDEMNITY

12.01. General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association; (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise; (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; or (iv) who is or was a member of the Architectural Review Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and that is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorney fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the

context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.02. Mandatory Indemnification.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action by which he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.02(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XII, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.03. Determination of Right to Indemnification. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.02 shall make a written request for indemnification that shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of

directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.03(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days after the Association's receipt of the written request required hereunder.

12.04. Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all the following: (a) a written affirmation of his or her good-faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.03 that indemnification under Section 12.02 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.05 Partial Indemnification.

(a) If it is determined pursuant to Section 12.03 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses that are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all circumstances.

(b) If it is determined pursuant to Section 12.03 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.06. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided,

however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.07. Limited Liability of Directors and Officers.

(a) Except as provided in Subsections 12.07(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.02(b).

(b) Except as provided in Section 12.07(c), this Section 12.07 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law when the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wis. Stat. §§ 181.0832 and 181.0833.

(c) The provisions of Wis. Stat. § 12.07(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

12.08. Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.09. Nonexclusivity of Rights. The rights to indemnification, defense, and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association that constitutes conduct under Section 12.02(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10. Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates and in amounts and subject to such terms and conditions as

shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11. Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12. Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based on occurrences that take place before such amendment or repeal.

ARTICLE XIII

GENERAL PROVISIONS

13.01. Seal. The Association shall not have a corporate seal.

13.02. Interpretation. These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Unit Owners.

13.03. Notices. Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or the Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association; or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

ARTICLE XIV

AMENDMENT

These Bylaws may be amended only with the assent of at least seventy-five percent (75%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.



REPORT TO THE PLAN COMMISSION

Meeting of February 8, 2024

Site Plan

RECOMMENDATION: City Development Staff recommends approval of the Site Plan with conditions on the applicant revising the landscape plan and lighting plan.

Project Name:	Dairy Queen
Project Address/Tax Key:	7730 S Lovers Lane Road/794 9999 007
Property Owner:	AK Developers, LLC
Applicant:	AK Developers, LLC
Aldermanic District:	District 2
Zoning District:	CC - City Civic Center District
Staff Planner:	Luke Hamill, Associate Planner

Project Description/Analysis

Please note:

- Recommendations are underlined, in italics and are included in the draft resolution.
- Suggestions are only underlined and are not included in the draft resolution.

The applicant, AK Developers LLC, submitted an application for a Site Plan approval for the development of a multi-tenant commercial building located on the north side of the larger Shoppes at Wyndham Village development. The site is accessed from an existing drive on W. Drexel Avenue. This property already has an approved special use for a drive through, and a special use that sells liquor and tobacco products has also been approved.

The proposed building is approximately 8,298 square feet. There are three total units that will be made available. There are already agreements for a Dairy Queen and a liquor store to occupy two of the three units.

Note that any tenant occupying these tenant spaces will be subject to the requirements and approval process as outlined within the Unified Development Ordinance (UDO).

Site Plan

The total site has an area of approximately 1.61 acres (70,003 square feet) and is currently vacant. The development will result in 53,843 square feet of impervious surface and 16,160 square feet of greenspace, which equates to 76.1% of impervious coverage. However, the applicant has approval from Target, which is the primary developer of the Shoppes at Wyndham Village to use their Landscaping as part of the LSR. CC zoning states the LSR of the CC district is subject to approval by Common Council.

Parking

The development includes 64 surface parking spaces, and three ADA accessible stalls, for a total of 67 parking spaces. Table 15-5.0203 of the Unified Development Ordinance (UDO) suggests a minimum parking ratios, below is a table showing the suggested amount of parking to be provided per use.

Use	Gross Floor Area (GFA)	Parking Ratio per UDO Table 15-5.0203	Suggested Parking
Commercial: General Restaurant	800 Square Feet Dining Area 1589 Square Feet Kitchen and Employee Service Area	20/1000 square feet for dining area 6.5/1000 square feet for kitchen and employee service areas	16 spaces for dining area 11 parking spaces for kitchen and employee service areas
Commercial: Liquor Store	2500 Square feet	5/1000 square feet of GFA	13 parking spaces
Future Tenant (General Restaurant)	800 Square Feet Dining Area 1640 Square Feet Kitchen and Employee Service Area	20/1000 square feet for dining area 6.5/1000 square feet for kitchen and employee service areas	16 spaces for dining area 11 parking spaces for kitchen and employee service areas
Future Tenant (Retail)	2000 square feet	5/1,000 SF GFA	10 parking spaces
Total			50 to 67 parking spaces

GFA: gross floor area.

The total provided parking, 67 spaces, complies with the parking standards in the UDO.

Landscaping

For commercial developments, Table 15-5.0302 of the UDO requires 1 canopy/shade trees, 1 evergreen, 1 decorative tree, and 1 shrubs per 5 parking spaces provided.

Below is a breakdown of the required number of plantings and the quantity currently provided.

Type	Required	Provided
	Commercial 67 parking spaces	
Canopy/Shade Tree	14	15
Evergreens	14	14
Decorative Trees	14	0
Shrubs	14	26

As seen in the table above, the landscape plan does not meet the required plantings for decorative trees. Table 15.0302F of the UDO states that 12 to 20 provided plantings must include 3 different species and a minimum number of 4 plantings per species. It is recommended that the Landscape Plan be added as a condition of approval to be reviewed by staff.

Outdoor Lighting

The outdoor lighting plan identifies parking lot lighting and building lighting, which includes nine single fixture light poles and 2 double fixture light poles. All poles are 23-feet tall. There are seven single fixture building lights that will be 9.5 feet above the grade. Light levels are in compliance beside on the southeast side of the property. The foot candles in that area are between 3.5 and 3.9. There are 2 proposed single fixture light poles located in the 25 utility easement. The applicant will make a request to Common Council to keep the light poles within the easement. *It is recommended that the Final Lighting Plan be added as a condition of approval to be reviewed by staff.*

Architecture

Staff has reviewed Architectural Plans based on the Unified Development Ordinance Standards 15-7.0800. Architectural plans are in compliance with the UDO.

Signage

Sign details have not yet been provided. A separate Sign Review and Sign Permit will be required prior to installation. There is an existing monument sign on the northwest side of the property facing Drexel Avenue.

Storm water Management

The Shoppes at Wyndham Village have an approved Stormwater Management plan for the entire development that the property will be joining.

Staff Recommendation:

City Development Staff recommends to **approve the Site Plan with conditions** that the applicant will revise the landscape plan and lighting plan.

RESOLUTION NO. 2024-____

A RESOLUTION APPROVING A SITE PLAN FOR THE
CONSTRUCTION OF A MULTI-TENANT COMMERCIAL
BUILDING FOR PROPERTY LOCATED AT 7730 S LOVERS
LANE ROAD
(AK DEVELOPERS LLC, APPLICANT)
(AK DEVELOPERS LLC, PROPERTY OWNER)

WHEREAS, AK Developers LLC, having petitioned the City of Franklin for the approval of a Site Plan for the development of a multi-tenant commercial building, upon property located at 7730 S Lovers Lane Road, zoned CC City Civic Center District. The property which is the subject of the application bears Tax Key No. 794 9999 007.

WHEREAS, the development proposes a multi-tenant commercial building, a 67 space parking lot, and a drive through within pervious surface area, and the Plan Commission having reviewed such proposal and having found same to be in compliance with the applicable terms and provisions of §15-3.0307 CC City Civic Center District of the Unified Development Ordinance and in furtherance of those express standards and purposes of a site plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan for AK Developers LLC dated January 23, 2024, as submitted by AK Developers LLC, as described above, be and the same is hereby approved, subject to the following conditions:

1. AK Developers LLC, successors and assigns and any developer of the AK Developers LLC project 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 AK Developer project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
2. The approval granted hereunder is conditional upon AK Developers LLC and AK Developers LLC project for the property located at 7730 S 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.

3. The AK Developers LLC project shall be developed in substantial compliance with the plans dated January 23, 2024.
4. Final grading, erosion control, utilities, and stormwater management plans, as may be applicable, shall be approved by the Engineering Department prior to any land disturbance activities.
5. The approval granted hereunder is conditional upon AK Developers LLC revising the submitted lighting plan to comply with foot candle standards according to the Unified Development Ordinance §15-5.0401(C) subject to staff approval, prior to the issuance of building permits.
6. The approval granted hereunder is conditional upon AK Developers LLC revising the submitted landscape plan to comply with required quantities of species and plantings according to Unified Development Ordinance §15-5.0302A and §15-5.0302F subject to staff approval, prior to the issuance of building permits.

BE IT FURTHER RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the AK Developers LLC development as depicted upon the plans dated January 23, 2024, attached hereto as Exhibit A and incorporated herein, shall be developed and constructed within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin; and the Site Plan for the property located at 7730 S Lovers Lane Road, as previously approved, is amended accordingly.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this 8th day of February, 2024.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this 8th day of February, 2024.

APPROVED:

John R. Nelson, Mayor

ATTEST:

Shirley J. Roberts, City Clerk

AYES _____ NOES _____ ABSENT _____

AK DEVELOPERS LLC - SITE PLAN
AMENDMENT RESOLUTION NO. 2024-_____

Page 3

EXHIBIT A

PLANS DATED JANUARY 23, 2024

ATTACHED HERETO

CITY OF FRANKLIN APPLICATION CHECKLIST

If you have questions about the application materials please contact the planning department.

BUILDING MOVE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$200 Application fee payable to the City of Franklin.
- Word Document legal description of the subject property.
- Three (3) complete collated sets of application materials to include ...
 - Three (3) project narratives.
 - Three (3) folded full size, drawn to scale copies (at least 8 ½" X 11") of the plat of survey, *showing the proposed building placement at the new location, indicate setbacks from property lines and locations of driveways and access points.*
NOTE: Single-Family homes require an attached 2-car garage.
 - Three (3) copies of color photographs of the building's current elevations.
- Other items as may be required for specific applications, per a city planner.
- Email or flash drive with all plans / submittal materials.
 - Applications for a Building Move are governed by the City of Franklin Municipal Code Chapter 92-2 (A.) and the Wisconsin Uniform Building Code.

SIGN REVIEW APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$40 Application fee payable to the City of Franklin.
- Word Document legal description of the subject property.
- Three (3) complete collated sets of application materials to include ...
 - Three (3) colored copies of the sign elevations, drawn to scale not less than ½" = 1'. *Plans shall be folded to a maximum size of 9" X 12". The elevations should denote the sign dimension and area. Identify the colors, materials, finishes and lighting method (if applicable).*
 - Three (3) scaled copies of the Site Plan, *showing the location of the proposed signage relative to (1) any existing or proposed structures; (2) parking stalls and/or driveways; (3) proposed landscaping and outdoor lighting; (4) the setback distance from the street right-of-way at the proposed location; (5) height of sign above the finished grade; and (6) the vision triangle distances described in Section 15-5.0201 of the Unified Development Ordinance.*
- Email or flash drive with all plans / submittal materials.
 - Required for signage in Planned Development Districts (PDD) No. 7 and 18. Additional materials / copies may be required for board/commission meetings.
 - Permits for construction are REQUIRED after approval. Contact Inspection Services (414-425-0084) for permit processes.

SITE PLAN / SITE PLAN AMENDMENT APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- Application fee payable to the City of Franklin... [select one of the following]
 - Tier 1: \$2000
 - Tier 2: \$1000 (*lot size ≤ 1 acre*)
 - Tier 3: \$500 (*≤ 10% increase or decrease in total floor area of all structures with no change to parking: or change to parking only*).
- Word Document legal description of the subject property.
- Three (3) complete collated sets of application materials to include ...
 - Three (3) project narratives.
 - Three (3) folded full size, drawn to scale copies (at least 24" X 36") of the Site Plan / Site Plan Amendment package. *The submittal should include only those plans/items as set forth in Section 15-7.0103, 15-7.0301, and 15-0402 of the Unified Development Ordinance that are impacted by the development (e.g., Site Plan, Building Elevations, Landscape Plan, Outdoor Lighting Plan, Natural Resource Protection Plan, Natural Resource Protection Report, etc.)*
- One (1) colored copy of the building elevations on 11" X 17" paper, *if applicable.*
- One (1) copy of the Site Intensity and Capacity Calculations, *if applicable (see division 15-3.0500 of the UDO)*
- Email or flash drive with all plans / submittal materials.
 - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required.

TEMPORARY USE APPLICATION MATERIALS

- This application form accurately completed with signatures or authorization letters (see reverse side for more details).
- \$50 Application fee payable to the City of Franklin.
- Three (3) complete collated sets of application materials to include ...
 - Three (3) project narrative
 - Three (3) folded, scaled copies, of the Site Plan, *see section 15-3.0804 of the UDO for information that must be denoted on each respective plan.*
- Email or flash drive with all plans / submittal materials.
 - Some requests may require CDA approval (PDD 18) or EDC approval (PDD 7) in which additional materials / copies may be required.
 - Submittal of Application for review is not a guarantee of approval. Approval of Temporary Use does not exclude potential requirement for additional licenses or permits. For information on other licenses or permits that may be required, contact the City Clerk's office at (414) 425-7500, the Health Department at (414) 425-9101, and Inspection Services at (414) 425-0084.



Wrayburn Consulting, LLC

info@wrayburnconsulting.com

2000 Fairhaven Boulevard

Elm Grove, WI 53122

262-442-4327

January 23, 2024

Project Narrative: Site Plan Application, 7730 S. Lovers Lane Road

On behalf of Dharmesh Ghelani, we are submitting a Site Plan Application for the construction of an 8,298 square foot, single-story retail building upon property located at 7730 South Lovers Lane Road. The project has an estimated cost of \$1,800,000.

The subject property is located within the Shoppes at Wyndham Village development and is currently vacant. Attached is a letter from Target approving the proposed development.

The site has an area of approximately 1.61 acres and directly abuts W. Drexel Avenue. This multi-tenant retail building consists of three tenant spaces. In September of this year, the City approved a Special Use Permit for a Dairy Queen Grill and Chill restaurant with a drive through. A Special Use Permit Application for a second retail tenant, which primarily sells liquor and tobacco products, is currently under review. The occupant of the third tenant space is currently unknown.

The site plan consists of the principal building, a dumpster enclosure and parking and landscaping. The site is accessed from an existing drive into the shopping center extending from W. Drexel Avenue.

The site plan includes 67 parking spaces. In review of Table 15-5.0203 of the Unified Development Ordinance, it is estimated that anywhere between 50 and 67 parking spaces may be recommended based upon the likely tenants and buildouts of these spaces.

This estimate is based on the square footage of each unit, less anticipated storage space, which does not count towards parking ratios. The range also considers the third tenant to be anything from a typical retail user, which would require 5 parking spaces per 1,000 square feet of Gross Floor Area (GFA), to a restaurant use, which would likely require the highest number of parking spaces of retail and service type uses.

Given this range, the provided parking is within the allowable limits of the Standard Parking Ratio. See below for additional details.

- Dairy Queen Grill & Chill



Wrayburn Consulting, LLC

info@wrayburnconsulting.com

2000 Fairhaven Boulevard

Elm Grove, WI 53122

262-442-4327

- General Restaurant Standard Parking Ratio: 20/1,000 square feet of GFA for indoor dining/seating area and 6.5/1,000 square feet for kitchen and employee service areas, plus 7 queuing spaces per service land.
 - 800 square foot dining area: **16** parking spaces required
 - 1,589 square feet of kitchen and employee service areas: **11** parking spaces required
 - Liquor Store:
 - Standard Parking Ratio: 5/1,000 square feet of GFA
 - 2,500 square feet: **13** parking spaces required
 - Future Tenant (unknown)
 - General Restaurant: See standard above.
 - 800 square feet dining area: **16** parking spaces required
 - 1,640 square feet: **11** required parking spaces
 - Other Retail: 5/1,000 square feet of GFA (typical)
 - 2,000 square feet: **10** required parking spaces
- TOTAL: 50 to 67 Suggested Parking Stalls**

In addition to the landscaping already onsite, 15 canopy/shade trees, 14 evergreen trees, and 26 shrubs are provided. The UDO requires a minimum of 17 plantings of each type (canopy/shade trees, evergreen trees, decorative trees, and shrubs), which includes the 20% increase in plantings for the bufferyard requirement. Considering the existing and proposed plantings, the quantity of landscaping is met.

A Lighting Plan has also been provided, which illustrates the location of the parking lot, drive through, and building lighting. Two light poles are located within an existing utility easement. These light poles are a minimum of 10-feet from the sanitary sewer as recommended by the Engineering Department. A separate request will be made to the Common Council to keep and maintain these lights within this easement.

The architecture provided is consistent with and maintains the high architectural standard of the Shoppes at Wyndham Village development. The vast majority of the building is comprised of brick and stone, which is utilized on all four elevations.

It should also be noted that this site is part of an existing stormwater management plan that was approved in 2007. This proposed development will connect to the existing storm sewer which conveys water to the regional detention pond located in the southeast portion of the



Wrayburn Consulting, LLC

info@wrayburnconsulting.com

2000 Fairhaven Boulevard

Elm Grove, WI 53122

262-442-4327

overall development. A separate, more detailed, stormwater management letter and calculations have been provided to the Engineering Department for review and approval.

Please let me know if you have any questions or comments.

Sincerely,

Nicholas Fuchs

Date: January 15, 2024
To: Parish Survey & Engineering
From: Department of City Development. Luke Hamill, Associate Planner.
RE: Staff Comments, 7730 S Lovers Lane Road / 794 9999 007

Please be advised that city staff has reviewed the above application received on December 5, 2023, for a proposed development on lots located at 7730 S Lovers Lane Road / 794 9999 007. The following comments are for your review and consideration.

Site Plan

The current zoning of the site is CC City Civic Center District.

1. The Site Plan does not have direct setback lines from the proposed building to the property lines. Please include this. (15-7.0102)

Direct setback lines have been added to Sheet C1.02.

2. Please include Estimated Project Costs in your Project Summary. (15-7.0103)

The estimated project cost of \$1,800,000 has been added to the project narrative.

3. Dwarf Burning Bush is a prohibited species according to Wisconsin Department of Natural Resources NR 40 list. Please substitute these in your Landscape Plan. (Wisconsin Ch. NR 40)

This species has been removed from the Landscape Plan, Sheet C1.06.

4. The City of Franklin Unified Development Ordinance requires that when there is 51 or more total plantings, that there must be at least 4 different species, with a minimum 10 plantings per species. Please reflect these changes in your Landscape Plan. (15-5.0302)

Four different plant species are provided on the Landscape Plan, Sheet C1.06.

5. Please include a Snow Storage Plan. (15-5.0210)

Snow storage areas have been identified on the Landscape Plan, Sheet C1.06.

6. Please show an Irrigation System in your Landscape Plan. (15-5.0303)

Hose bibs have been identified on the Landscape Plan, Sheet C1.06.

7. Please include a statement of the property joining the Stormwater Management Plan.

A statement has been provided in the revised project narrative and a separate letter and detailed plans have been submitted to the Engineering Department for review and approval.

8. Please include the heights of exterior light poles in the Lighting Plan. (15-5.0402)

The peak mounting heights of light poles and fixtures are labeled on the Lighting Plan, Sheet C1.07.

9. Please include the lighting cut sheets for luminaire. (15-5.0402)

Lighting cut sheets illustrating the type and style of lighting are attached.

Engineering Department Comments:

10. Separate engineering and stormwater review submittal is currently under review, review comments will be provided to the applicant.

Understood.

11. There is an existing 25-foot utility easement on the north end of the site, light poles should be located outside of the easement. If they cannot be located outside of the easement, Common Council approval will be required.

A request will be made to the Common Council to keep and maintain these light poles within the easement area. Relocating the light poles could potentially have a detrimental impact on the adjacent residential subdivision to the north. Note the light poles are a minimum of 10-feet from the sanitary sewer line as recommended by the Engineering Department.

Health Department Comments:

12. Facility must comply with all Wisconsin Food Code requirements including obtaining a Retail Food Establishment License from Franklin Health Dept. Prior to issuing license a complete plan review will be conducted. FHD will need a copy of plans, specs for kitchen equipment, menu and application submitted. Plan review letter will be issued once all information is submitted.

Understood.

Inspection Services Comments:

13. Structure shall be designed and constructed in accordance with the Wisconsin Commercial Building Code.

Understood.

14. Project will require separate Building, HVAC, Plumbing and Electrical Permits.

Understood.

Recommended Conditions of Approval

Site Plan:

- Technical corrections.
- Recording of easement.

Understood and we agree with these conditions of approval.



Wendi Smith
Senior Real Estate Portfolio Manager
Direct Dial: (612) 304-7383
Email: Wendi.Smith@target.com

January 18, 2023

Sent Via Email (dghelani27@gmail.com)

Dev Ghelani
AK Developers LLC

Re: Target Store – T2388 | 7800 S Lovers Lane Rd Franklin, WI 53132

Operation and Easement Agreement dated November 20, 2007 between Target Corporation ("Target") and Franklin-Wyndham LLC as successor-in-interest to Wyndham Village Retail LLC ("Developer") (the "OEA").

Request for Approval of Proposed the Shoppes at Wyndham Village Development

Dear Dev,

Target is in receipt of your email dated December 11, 2023 requesting Target's review and approval of building plans and elevations for the proposed parcel located at The Shoppes at Wyndham Village (the "Premises"). The documents received are attached hereto as Exhibit A (the "Plans"). Unless otherwise defined, the terms within this letter shall have the meaning prescribed to them in the OEA.

The submitted Plans indicate the proposed development and construction of a 3-tenant building. Target has reviewed the Plans together with the OEA, and hereby approves them.

This approval shall not be construed as the consent or approval of Target to anything that is prohibited or restricted by the OEA. This approval is not intended to, and shall not be construed to, amend or modify the OEA in any way whatsoever and shall not be deemed to release or discharge any person or party from liability for all of the obligations to be performed by such person or party under the OEA.

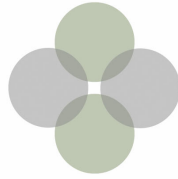
If you have any questions, please feel free to contact me.

Regards,

A handwritten signature in black ink that reads "Wendi M. Smith".

Wendi Smith
Senior Real Estate Portfolio Manager

Enclosure: Exhibit A – Site Plans



CLOVERLEAF

February 1, 2024

Via Email

Dev Ghelani
AK Developers LLC
dghelani27@gmail.com

Re: Approval of Certain Plans at The Shoppes at Wyndham Village – Franklin, WI (the “Property”)

Dear Dev:

We are in receipt of your emails of January 31, 2024 and February 1, 2024 requesting our review and approval of landscape surface ratio plans for the proposed parcel located at the Property. Those plans are attached hereto as Exhibit A (the “Plans”). Unless otherwise defined herein, the terms within this letter shall have the meanings prescribed to them in the Operation and Easement Agreement recorded on November 21, 2007 as Document No. 09526084 in the Official Records of Milwaukee County, Wisconsin, as has since been supplemented and amended (the “OEA”).

We have reviewed the Plans, together with the OEA, and hereby approve them with respect to the landscape surface ratio considerations.

This approval shall not be constructed as our consent or approval to anything that is prohibited or restricted by the OEA. This approval is not intended to, and shall not be construed to, amend or modify the OEA in any way whatsoever and shall not be deemed to release or discharge any person or party from liability for all of the obligations to be performed by such person or party under the OEA.

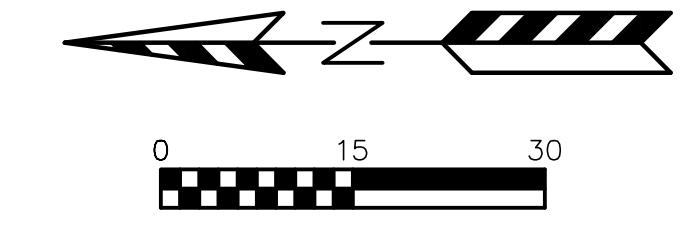
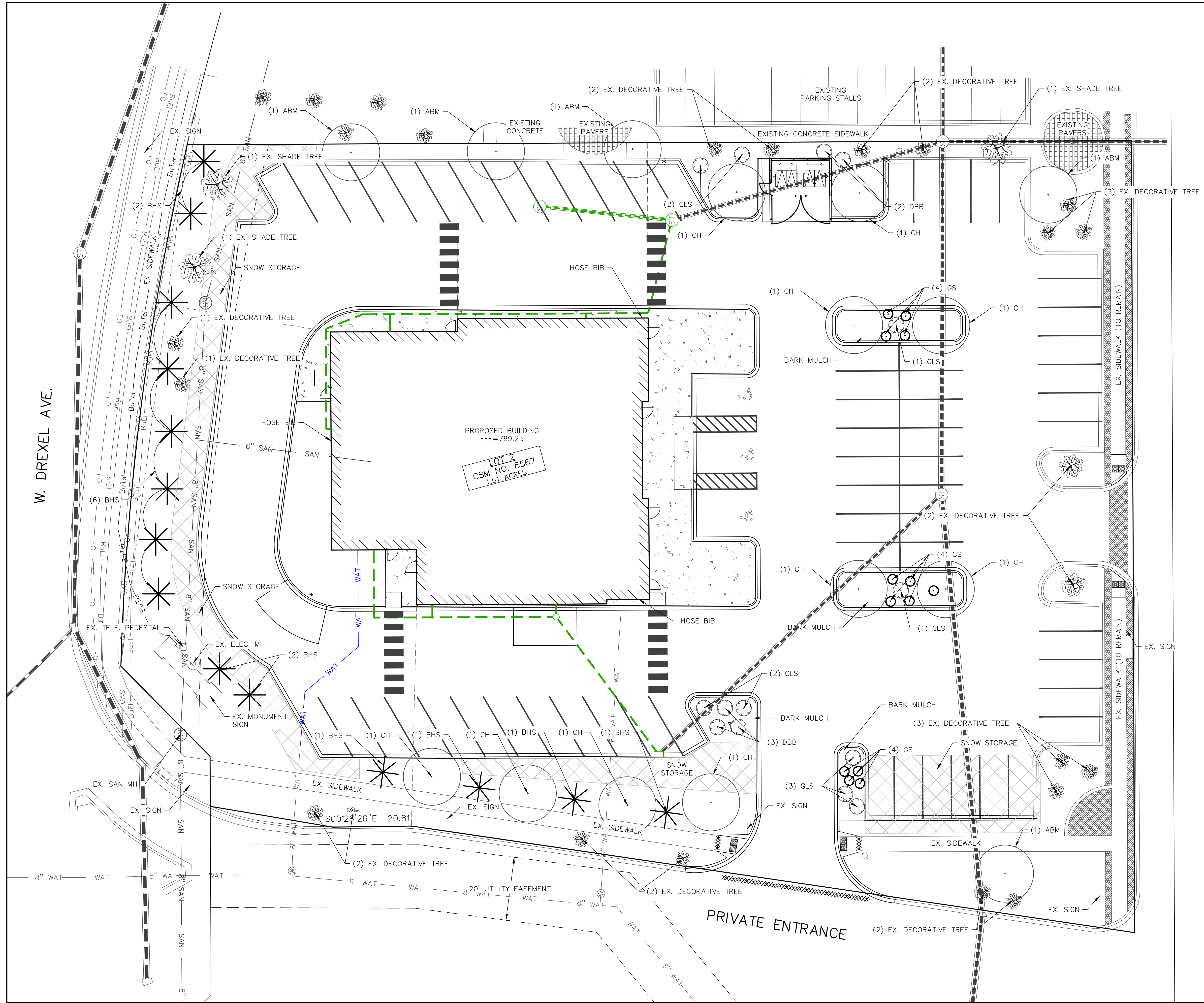
If you have any questions, please contact me at jeb@cleafgroup.com or 847-272-3300. Thank you.

Sincerely,

FRANKLIN-WYNDHAM, LLC, a Wisconsin limited liability company
By: The Cloverleaf Real Estate Group, Inc., an Illinois corporation
Its: Manager

By: Jonathan E. Basofin
Its: President

EXHIBIT A



PLANT LIST

KEY	QTY	SIZE	COMMON NAME	ROOT
(15) CANOPY TREES				
ABM	5	3"	AUTUMN BLAZE MAPLE	BB
CH	10	3"	COMMON HACKBERRY	BB
(14) EVERGREEN TREES				
BHS	14	6"	BLACK HILLS SPRUCE	BB
(26) DECIDUOUS SHRUBS				
DBB	5	36"	DWARF BURNING BUSH	POT
GLS	9	36"	GRO LOW SUMAC	POT
GS	12	36"	GOLDMOUND SPIREA	POT

- NOTES:**
- 1) DESIGNATED LAWN AREAS TO RECEIVE A MINIMUM OF 6" OF TOPSOIL, STARTER FERTILIZER, AND LOCALLY GROWN BLUEGRASS SOD.
 - 2) PARKING LOT ISLANDS AND DESIGNATED PLANTING BEDS TO BE MULCHED WITH #2 WASHED STONE MULCH SPREAD TO A DEPTH OF 3" OVER WEED BARRIER FABRIC.
 - 3) FOUNDATION PLANTING BEDS AND DESIGNATED PLANTING BEDS TO BE MULCHED WITH SHREDDED HARDWOOD BARK MULCH SPREAD TO A DEPTH OF 3".
 - 4) INDIVIDUAL TREES AND SHRUB GROUPINGS IN LAWN AREAS TO RECEIVE SHREDDED HARDWOOD BARK MULCH PLANT RINGS (4" DIAMETER) SPREAD TO A DEPTH OF 3".
 - 5) DESIGNATED PLANTING BEDS TO BE SEPARATED FROM LAWN AREAS WITH 5" BLACK VINYL EDGING.
 - 6) OWNER WILL BE RESPONSIBLE FOR LANDSCAPE MAINTENANCE AFTER COMPLETION AND ACCEPTANCE OF THE PROJECT.

REVISIONS:	
NO.	DESCRIPTION



PROJECT TITLE:
TRACT BA 6 WYNDHAM VILLAGE
WEST DREXEL AVENUE
CITY OF FRANKLIN, WI 53132

PLAN TITLE:
LANDSCAPE PLAN

DRAWN BY:
JDR
DESIGNED BY:
JDR
CHECKED BY:
KJP

PLAN DATE:
11/28/2023

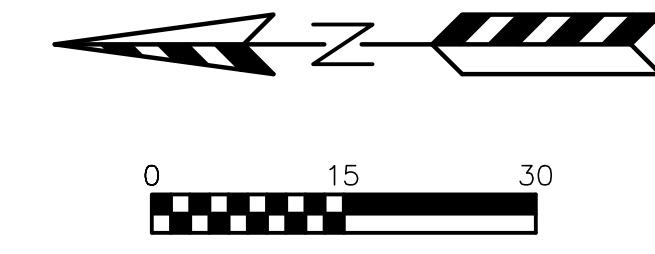
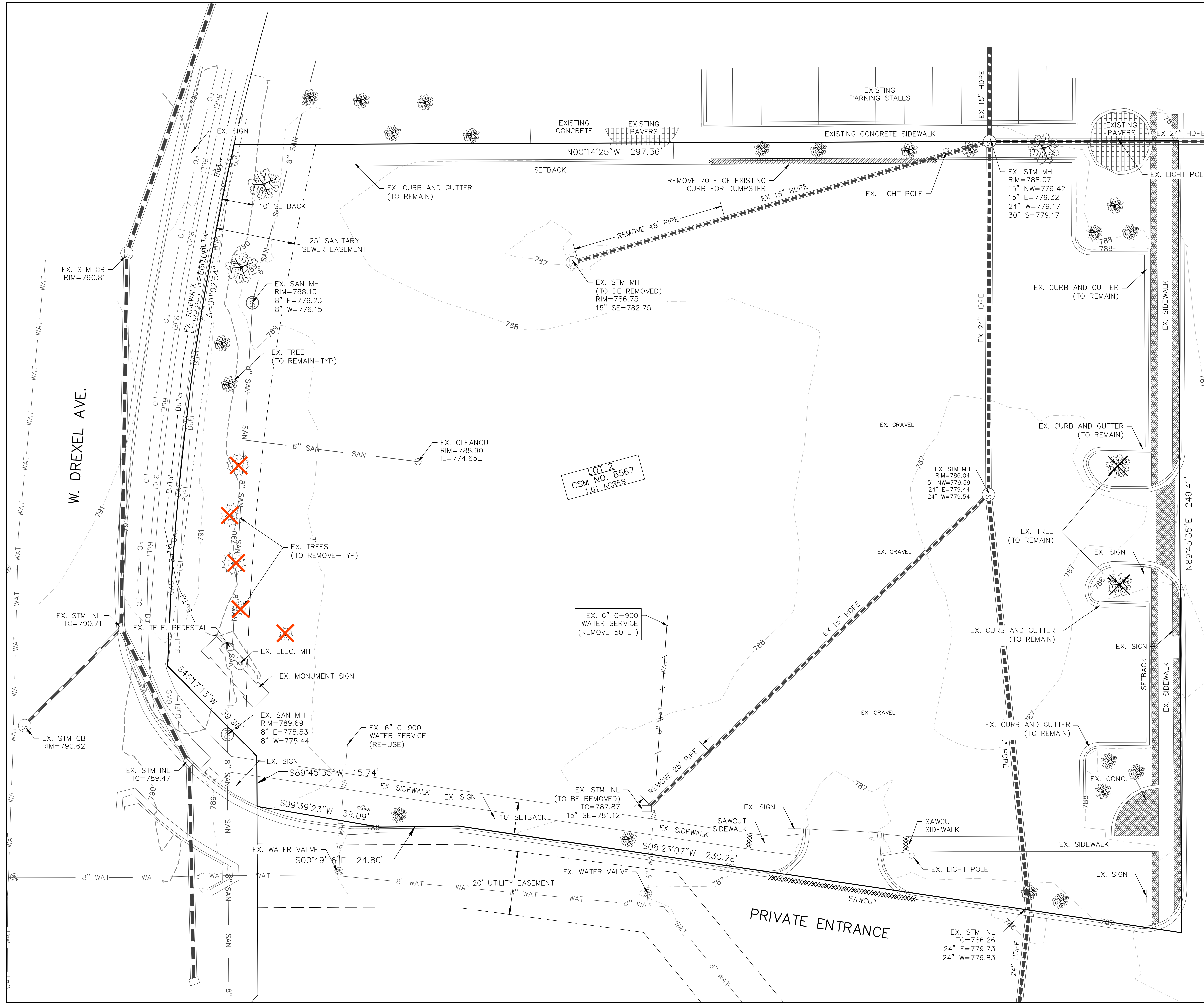
PROJECT NO.:
VED-12-23

SUBMITTAL

SHEET NO.:
C1.06

Legal Description

Lot 3 of Certified Survey Map No. 8567, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on November 21, 2013. As Document No. 10315111; being a Redivision of Lot 1 of Certified Survey Map No. 8000, being a Redivision of Parcel 1 of Certified Survey Map 5762, Certified Survey Map No. 377, and lands in the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 21 East; said lands being in the City of Franklin, County of Milwaukee, State of Wisconsin.



- LEGEND:**
- 896 --- EXISTING MINOR CONTOUR.
 - 895 --- EXISTING MAJOR CONTOUR.
 - OHEL — OVERHEAD ELECTRIC LINE.
 - BuEl — BURIED ELECTRIC LINE.
 - BuTel — BURIED TELEPHONE LINE.
 - FO — FIBER OPTIC LINE.
 - GAS — GAS LINE.
 - SAN — SANITARY SEWER MAIN OR LATERAL.
 - WAT — WATER MAIN OR SERVICE.
 - ST — STORM SEWER LINE.
 - (ELEC) — ELECTRIC METER.
 - (GAS) — GAS METER.
 - (GAS) — GAS VALVE.
 - (FH) — FIRE HYDRANT.
 - (PP) — POWER POLE.
 - (SN) — SANITARY SEWER MANHOLE.
 - (ST) — STORM SEWER MANHOLE.
 - (SI) — STORM SEWER INLET.
 - (TP) — TELEPHONE PEDESTAL.
 - (TRAN) — TRANSFORMER.
 - (WV) — WATER VALVE.

REVISIONS:	
NO.	DESCRIPTION

PSE
 PARISH SURVEY & ENGINEERING
 122 Wisconsin Street, West Bend, WI 53095
 262.346.7800 www.parishse.com

PROJECT TITLE:
**TRACT BA 6 WYNDHAM VILLAGE
 WEST DREXEL AVENUE
 CITY OF FRANKLIN, WI 53132**

PLAN TITLE:
**EXISTING CONDITIONS
 PLAN**

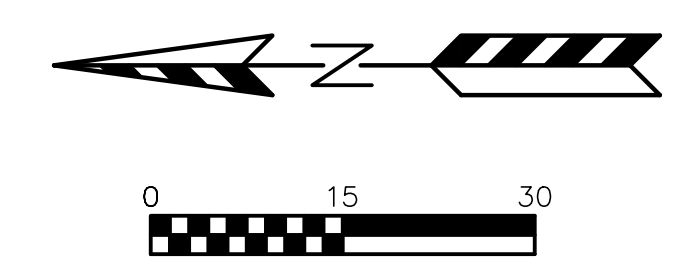
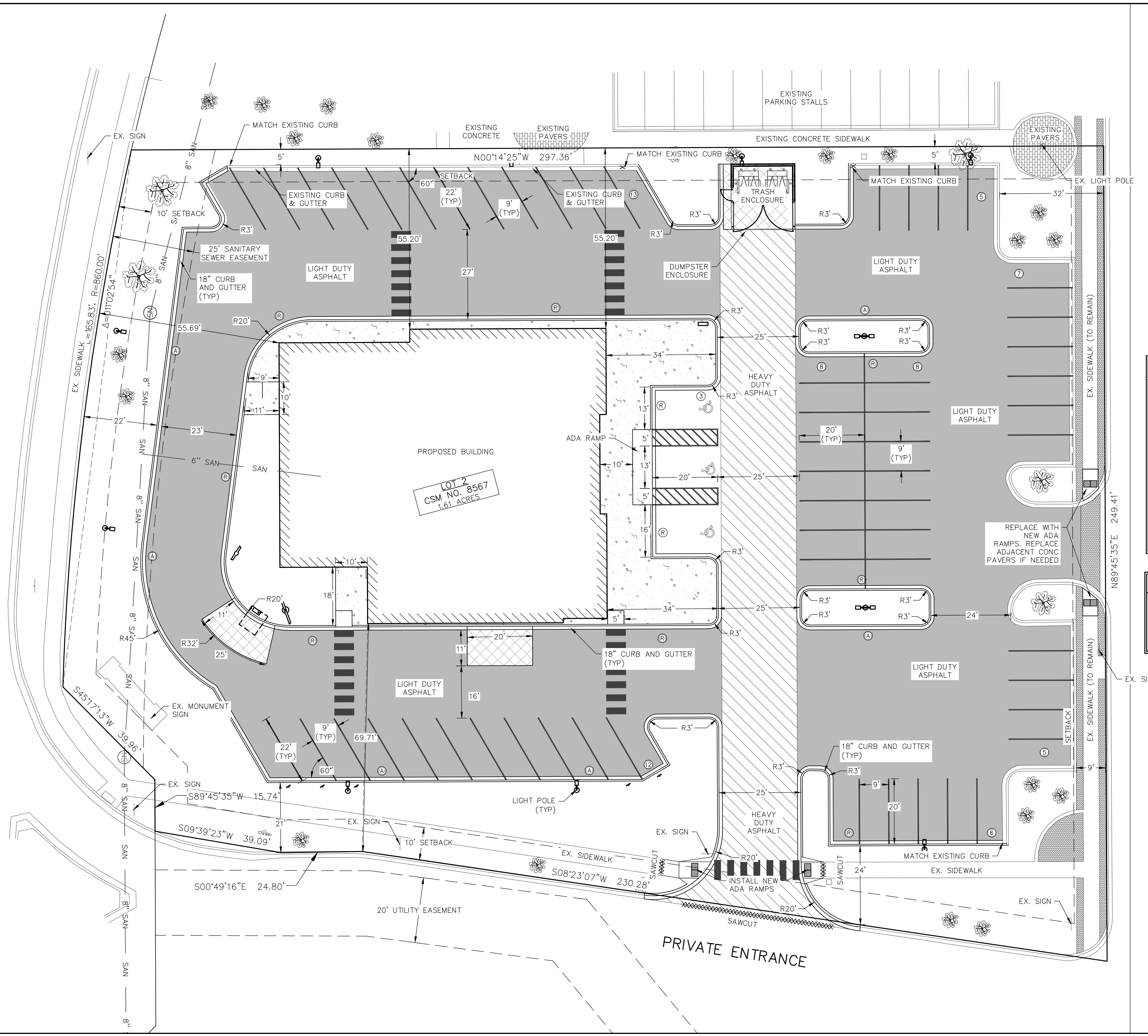
DRAWN BY:
JDR
 DESIGNED BY:
JDR
 CHECKED BY:
KJP

CIVIL SHEET INDEX:

SHEET	SHEET TITLE
C1.01	EXISTING CONDITIONS PLAN
C1.02	PROPOSED SITE PLAN
C1.03	EROSION CONTROL PLAN
C1.04	GRADING PLAN
C1.05	UTILITY PLAN
C1.06	LANDSCAPE PLAN
C1.07	LIGHTING PLAN
C2.01	CONSTRUCTION NOTES
C2.02	SITE DETAILS
C2.03	EROSION CONTROL AND UTILITY DETAILS

PLAN DATE:
01/23/2024
 PROJECT NO:
VED-12-23
SUBMITTAL
 SHEET NO:
C1.01

W. DREXEL AVE.



- LEGEND:**
- (P) - PARKING STALLS IN A ROW
 - (R) - REJECT CURB
 - (A) - ACCEPT CURB

- PAVING LEGEND**
- HEAVY DUTY ASPHALT PAVEMENT
 - 8" CRUSHED AGGREGATE BASE COURSE
 - 2 1/4" ASPHALTIC BINDER 3 LT 58-28 S
 - 1 3/4" ASPHALTIC SURFACE 4 LT 58-28 S
 - LIGHT DUTY ASPHALT PAVEMENT
 - 8" CRUSHED AGGREGATE BASE COURSE
 - 1 3/4" ASPHALTIC BINDER 4 LT 58-28 S
 - 1 1/4" ASPHALTIC SURFACE 5 LT 58-28 S
 - CONCRETE SIDEWALK
 - 6" CRUSHED AGGREGATE BASE COURSE
 - 5" CONCRETE
 - HEAVY DUTY CONCRETE PAVEMENT
 - 6" CRUSHED AGGREGATE BASE COURSE
 - 7" CONCRETE

SITE INFORMATION BLOCK

Site Address 7730 S LOVERS LANE RD
 Site acreage (total) 1.607 ACRES
 Existing Impervious Area 0.112 ACRES
 Area of Disturbance 1.34 ACRES

Current Zoning CC
 Setbacks Building
 Front 10'
 Side 10'
 Rear 10'
 Number of Parking stalls provided: 67

Surface Coverage Total:

Impervious	53,843 SQ FT (1.23 Acres)
Pervious	16,160 SQ FT (0.37 Acres)
Total	70,003 SQ FT (1.61 Acres)
Impervious Percentage	76.9%

- SITE PLAN NOTES:**
- DIMENSIONS ARE TO FACE OF CURB AND FACE OF BUILDING UNLESS OTHERWISE NOTED.
 - WHERE CURB ENDS AT CONNECTIONS SMOOTHLY TRANSITION FROM FULL CURB HEIGHT TO ZERO CURB HEIGHT WITHIN A 3' LENGTH.
 - ALL STRIPING AND SIGNAGE SHALL COMPLY WITH THE WISCONSIN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.

REVISIONS:

NO.	DATE	DESCRIPTION

PSE
 PARISH SURVEY & ENGINEERING
 122 Wisconsin Street, West Bend, WI 53095
 262.346.7800
 www.parishse.com

PROJECT TITLE:
**TRACT BA 6 WYNDHAM VILLAGE
 WEST DREXEL AVENUE
 CITY OF FRANKLIN, WI 53132**

PLAN TITLE:
**PROPOSED
 SITE PLAN**

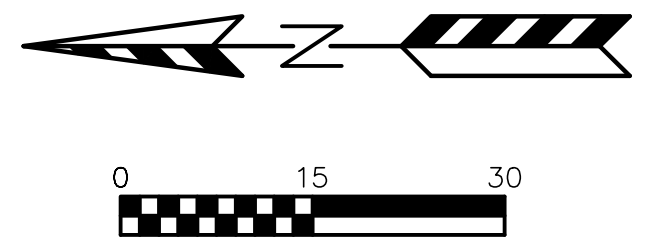
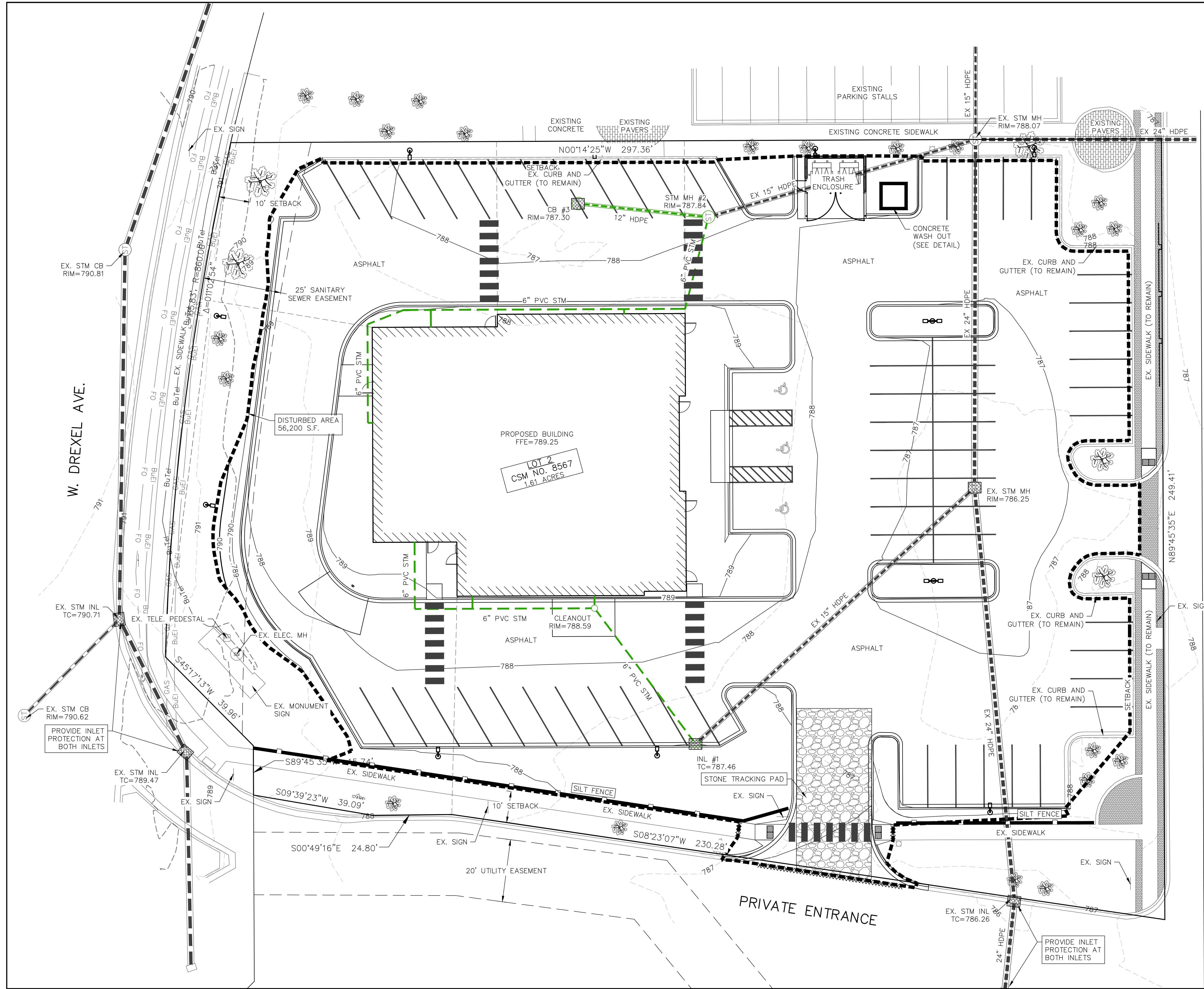
DRAWN BY:
JDR
 DESIGNED BY:
JDR
 CHECKED BY:
KJP

PLAN DATE:
01/23/2024

PROJECT NO:
VED-12-23

SUBMITTAL

SHEET NO:
C1.02



- LEGEND:**
- - - 936 - - - EXISTING MINOR CONTOUR.
 - - - 935 - - - EXISTING MAJOR CONTOUR.
 - - - 936 - - - PROPOSED MINOR CONTOUR.
 - - - 935 - - - PROPOSED MAJOR CONTOUR.
 - - - - - PROPOSED STORM SEWER.
 - - - - - EXISTING STORM SEWER.
 - [Pattern] - - - INSTALL WISDOT TYPE D INLET PROTECTION.
 - - - - - INSTALL SILT FENCE.

STAGES OF CONSTRUCTION TIME SCHEDULE:

- APRIL 15, 2024**
- INSTALL SITE SILT FENCE, INLET PROTECTION AND TEMPORARY CONSTRUCTION ENTRANCES AS SHOWN ON PLANS. ANY ADDITIONAL CONSTRUCTION ENTRANCES IF APPROVED BY THE CITY OF FRANKLIN SHALL HAVE A TRACKING PAD.
- APRIL 16, 2024 - SEPTEMBER 1, 2024**
- STRIP REMAINING TOPSOIL WITHIN GRADING LIMITS AND CONSTRUCT TEMPORARY TOPSOIL STOCKPILE LOCATION ACCORDING TO "SPECIFICATIONS FOR GRADING & EROSION CONTROL" ON "CONSTRUCTION NOTES PAGE"
 - BEGIN PROPOSED SITE GRADING - RESEED SECTIONS OF PROJECT THROUGHOUT THE GRADING PROCESS TO MINIMIZE RUN-OFF.
 - START CONSTRUCTION OF UTILITIES: WATER SERVICE, SANITARY SEWER AND STORM SEWER.
 - CONSTRUCT BUILDING PADS AND BUILDINGS.
 - CONTINUE SITE GRADING.
 - INSTALL BASE COURSES, PROPOSED PAVEMENTS
 - INSTALL LANDSCAPING.
 - APPLY FINAL STABILIZATION TO ENTIRE SITE.
- SEPTEMBER 2 - 15, 2024**
- ALL PERMANENT SEEDING SHALL BE COMPLETED BY SEPTEMBER 15. ALL TEMPORARY SEEDING SHALL BE COMPLETED BY OCTOBER 15 (REFER TO DNR STANDARD 1059.)
- STABILIZATION FOR ALL EXPOSED SOIL AFTER OCTOBER 15 SHALL CONSIST OF ANIONIC POLYACRYLAMIDE (PAM) IN ADDITION TO TEMPORARY SEEDING IN AREAS WITHOUT EROSION CONTROL MAT. PLACE PAM IN ACCORDANCE WITH WDMR TECHNICAL STANDARD 1050. AFTER OCTOBER 15 ALL SLOPES 4:1 OR STEEPER THAT ARE NOT PERMANENTLY VEGETATED SHALL HAVE EROSION MAT INSTALLED IN PREPARATION OF WINTER CONDITIONS.
- SPREAD SALVAGED OR IMPORTED TOPSOIL IN PROPOSED LANDSCAPE AREAS AND RESTORE.
- CONTRACTOR MAY MODIFY SEQUENCING AS NEEDED TO COMPLETE CONSTRUCTION IF EROSION CONTROLS ARE MAINTAINED IN ACCORDANCE WITH THE CONSTRUCTION SITE EROSION CONTROL REQUIREMENTS SET FORTH IN FEDERAL, STATE & LOCAL PERMITS. NOTIFY CITY OF FRANKLIN PRIOR TO CHANGE.
- AS CONDITIONS WARRANT DURING CONSTRUCTION ADDITIONAL BMPs SHALL BE INSTALLED TO REDUCE THE MIGRATION OF SEDIMENT THE THE MAXIMUM EXTENT PRACTICABLE
- REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AFTER SITE IS STABILIZED AND STABILIZE AND AREAS DISTURBED BY REMOVAL OF BMPs.

NO.	DATE	DESCRIPTION



PROJECT TITLE:
**TRACT BA 6 WYNDHAM VILLAGE
 WEST DREXEL AVENUE
 CITY OF FRANKLIN, WI 53132**

PLAN TITLE:
EROSION CONTROL PLAN

DRAWN BY:
JDR

DESIGNED BY:
JDR

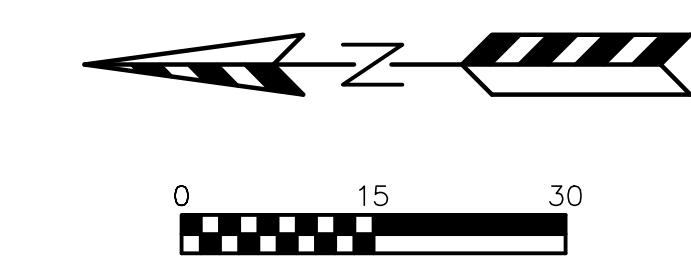
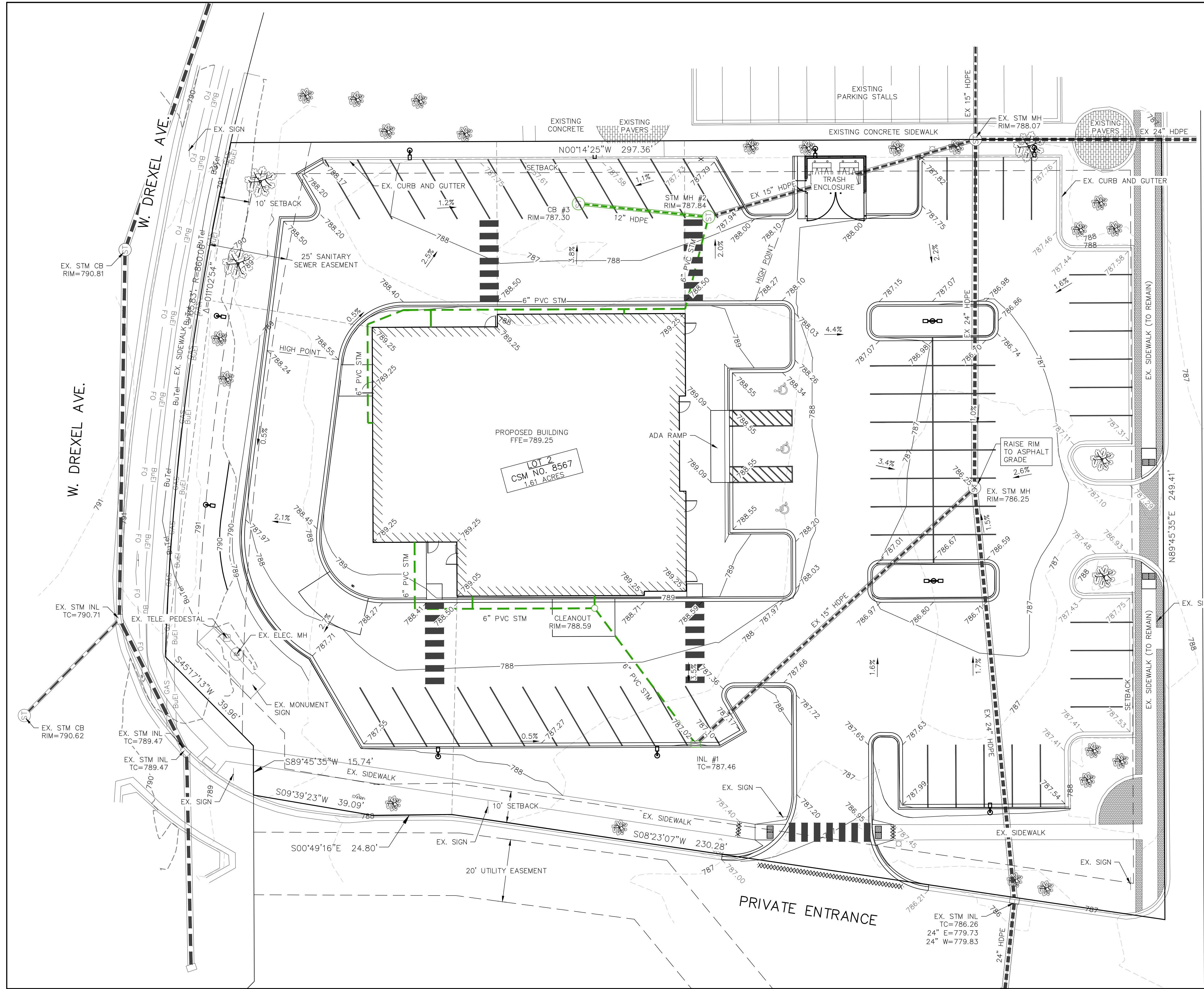
CHECKED BY:
KJP

PLAN DATE:
01/23/2024

PROJECT NO.:
VED-12-23

SUBMITTAL

SHEET NO.:
C1.03



- LEGEND:**
- 936 --- EXISTING MINOR CONTOUR.
 - 935 --- EXISTING MAJOR CONTOUR.
 - 936 --- PROPOSED MINOR CONTOUR.
 - 935 --- PROPOSED MAJOR CONTOUR.
 - 934.23 - EXISTING SPOT ELEVATION.
 - 934.23 - PROPOSED CURB FLANGE ELEVATION.
 - TC 934.23 - PROPOSED TOP OF CURB ELEVATION.
 - SW 934.23 - PROPOSED SIDEWALK ELEVATION.
 - EP 934.23 - PROPOSED EDGE OF PAVEMENT ELEVATION.
 - EXP 934.23 - PROPOSED BUILDING EXPOSURE ELEVATION.
 - FFE 934.23 - PROPOSED BUILDING FIRST FLOOR ELEVATION.
 - PROPOSED STORM SEWER.
 - EXISTING STORM SEWER.

REVISIONS:	
NO.	DESCRIPTION

PSE
 PARISH SURVEY & ENGINEERING
 122 Wisconsin Street, West Bend, WI 53095
 262.346.7800 www.parishse.com

PROJECT TITLE:
**TRACT BA 6 WYNDHAM VILLAGE
 WEST DREXEL AVENUE
 CITY OF FRANKLIN, WI 53132**

PLAN TITLE:
GRADING PLAN

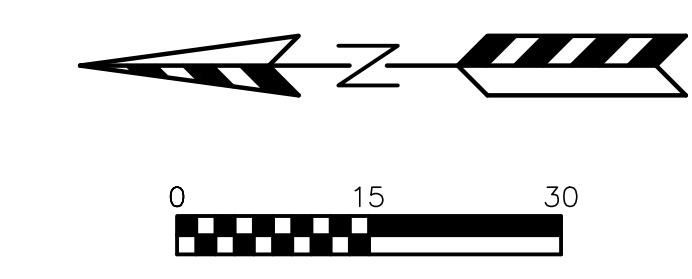
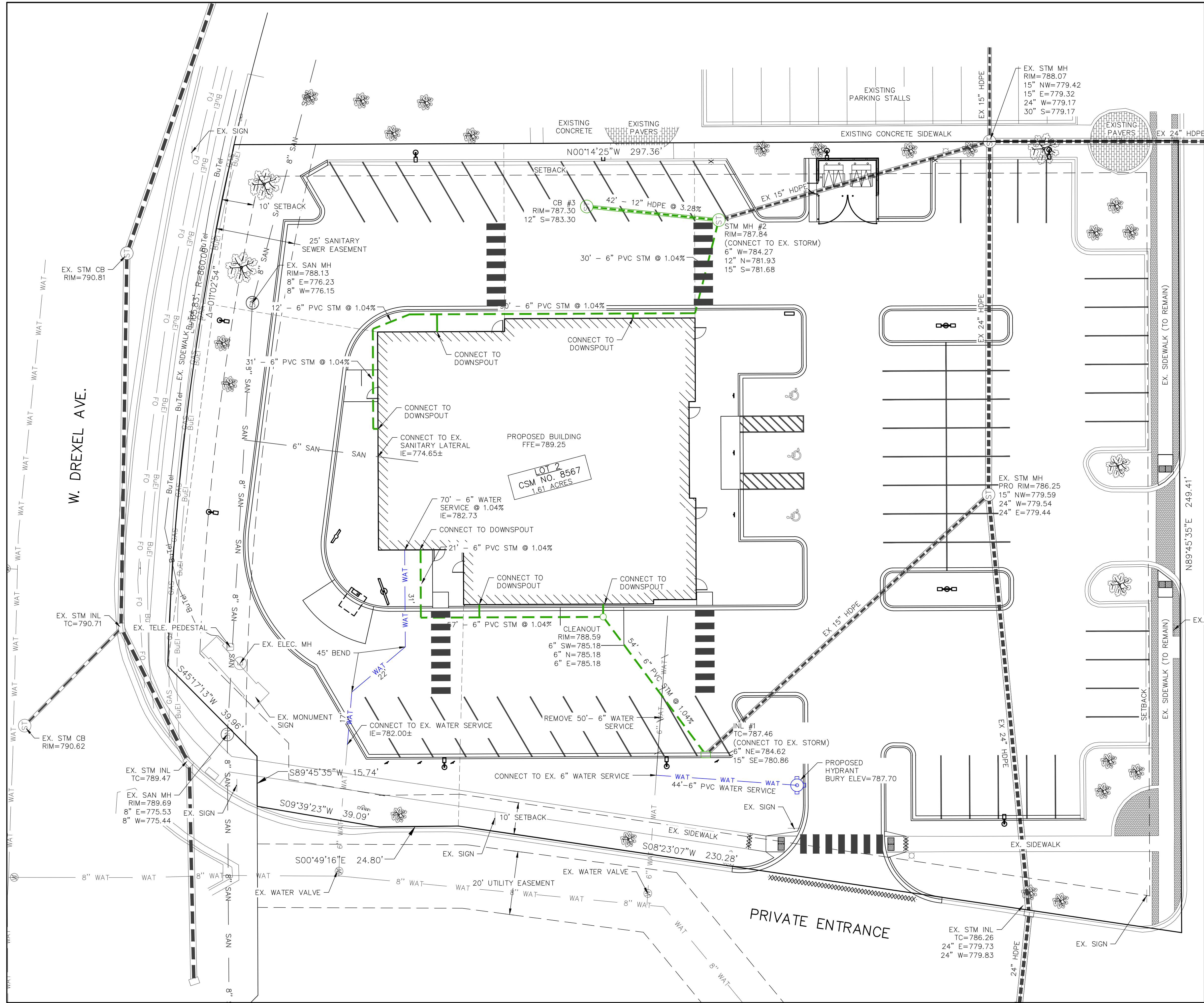
DRAWN BY:
JDR
 DESIGNED BY:
JDR
 CHECKED BY:
KJP

PLAN DATE:
01/23/2024

PROJECT NO:
VED-12-23

SUBMITTAL

SHEET NO:
C1.04



STORM SEWER CASTINGS:

STRUCTURE	STRUCTURE DIAMETER	NEENAH CASTING OR EQUIVALENT
INLET #1	2' x 3'	R-3067
STM MH #2	4' DIA.	R-1550
CB #3	3' DIA	R-2510

CONTRACTOR SHALL CONTACT SEWER AND WATER UTILITY 48-HOURS PRIOR TO CONNECTING TO EXISTING SANITARY AND WATER SERVICES TO VERIFY IF THEY WANT SOMEONE PRESENT FOR INSPECTION AT (414) 421-2613.

EXISTING STORM SEWER PIPES SHALL BE TELEVIEWED AFTER CONSTRUCTION IS COMPLETE TO ENSURE THE FUNCTIONALITY OF THE PIPES. VIDEO SHALL BE SUBMITTED TO THE CITY OF FRANKLIN PRIOR TO OCCUPANCY

REVISIONS:

NO.	DATE	DESCRIPTION

PSE
 PARISH SURVEY & ENGINEERING
 122 Wisconsin Street, West Bend, WI 53095
 262.346.7800 www.parishse.com

PROJECT TITLE:
**TRACT BA 6 WYNDHAM VILLAGE
 WEST DREXEL AVENUE
 CITY OF FRANKLIN, WI 53132**

PLAN TITLE:
UTILITY PLAN

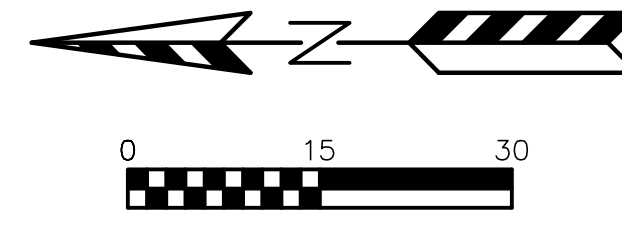
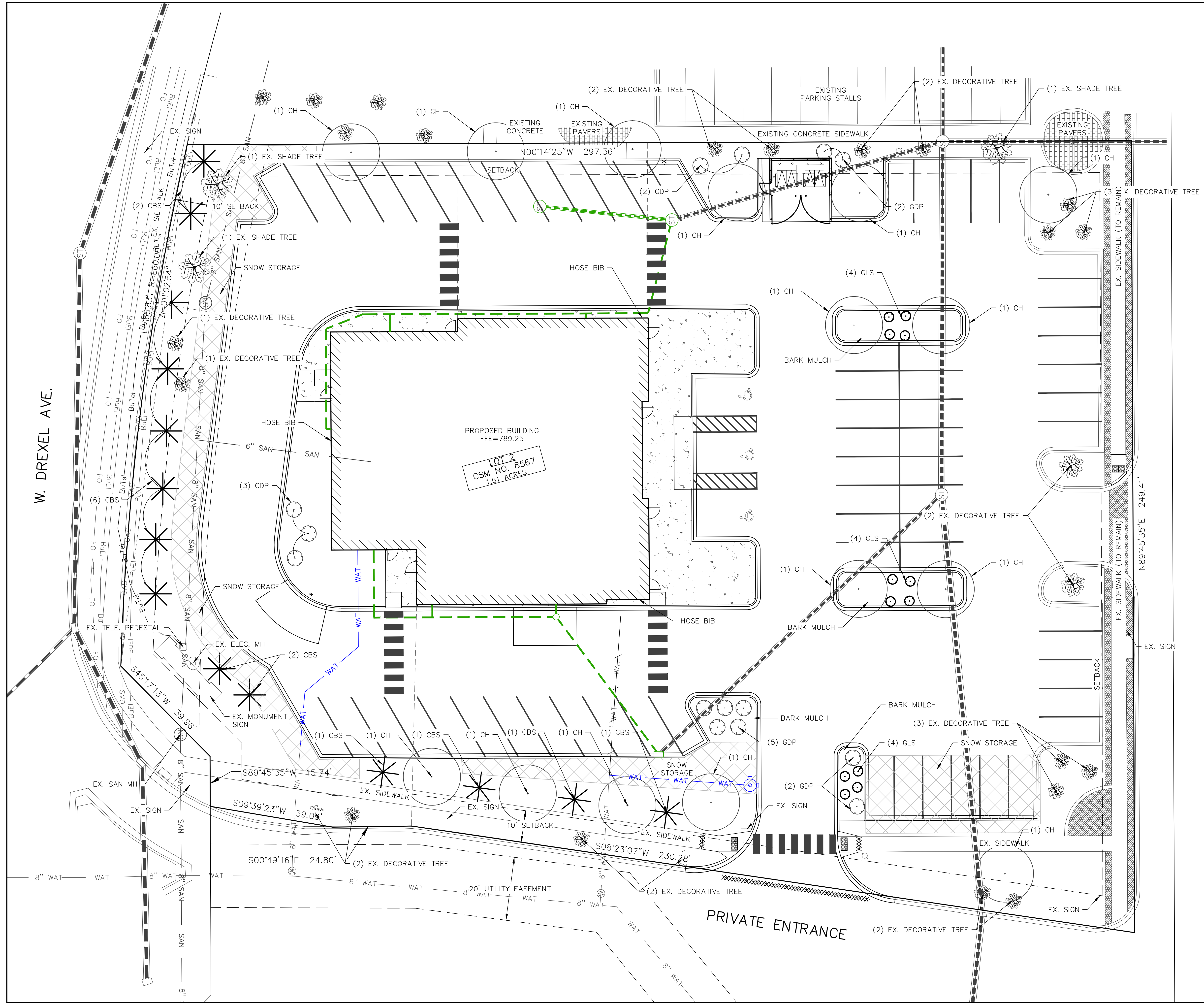
DRAWN BY:
JDR
 DESIGNED BY:
JDR
 CHECKED BY:
KJP

PLAN DATE:
01/23/2024

PROJECT NO:
VED-12-23

SUBMITTAL

SHEET NO:
C1.05



PLANT LIST

KEY	QTY	SIZE	COMMON NAME	ROOT
CH	(15)	3"	CANOPY TREES COMMON HACKBERRY	BB
CBS	(14)	6"	EVERGREEN TREES COLORADO BLUE SPRUCE	BB
GDP	(26)	36"	DECIDUOUS SHRUBS GOLD DROP POTENTILLA	POT
GLS	(12)	36"	GRO LOW SUMAC	POT

NOTES:

- 1) DESIGNATED LAWN AREAS TO RECEIVE A MINIMUM OF 6" OF TOPSOIL, STARTER FERTILIZER, AND LOCALLY GROWN BLUEGRASS SOD.
- 2) PARKING LOT ISLANDS AND DESIGNATED PLANTING BEDS TO BE MULCHED WITH #2 WASHED STONE MULCH SPREAD TO A DEPTH OF 3" OVER WEED BARRIER FABRIC.
- 3) FOUNDATION PLANTING BEDS AND DESIGNATED PLANTING BEDS TO BE MULCHED WITH SHREDDED HARDWOOD BARK MULCH SPREAD TO A DEPTH OF 3".
- 4) INDIVIDUAL TREES AND SHRUB GROUPINGS IN LAWN AREAS TO RECEIVE SHREDDED HARDWOOD BARK MULCH PLANT RINGS (4" DIAMETER) SPREAD TO A DEPTH OF 3".
- 5) DESIGNATED PLANTING BEDS TO BE SEPARATED FROM LAWN AREAS WITH 5" BLACK VINYL EDGING.
- 6) OWNER WILL BE RESPONSIBLE FOR LANDSCAPE MAINTENANCE AFTER COMPLETION AND ACCEPTANCE OF THE PROJECT.

REVISIONS:	
NO.	DESCRIPTION



PROJECT TITLE:
**TRACT BA 6 WYNDHAM VILLAGE
 WEST DREXEL AVENUE
 CITY OF FRANKLIN, WI 53132**

PLAN TITLE:
LANDSCAPE PLAN

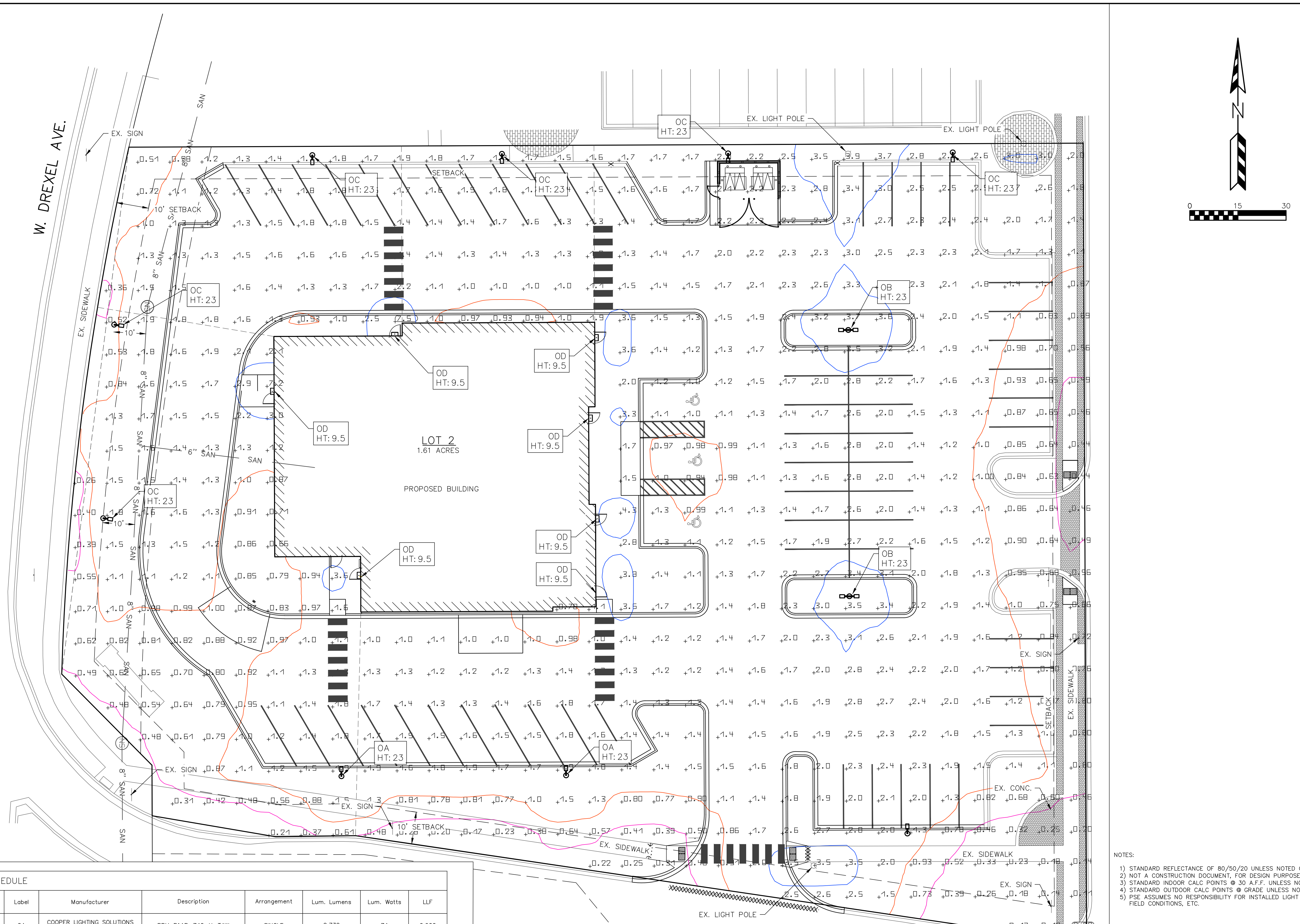
DRAWN BY:
JDR
 DESIGNED BY:
JDR
 CHECKED BY:
KJP

PLAN DATE:
01/23/2024

PROJECT NO:
VED-12-23

SUBMITTAL

SHEET NO:
C1.06



Symbol	Qty	Label	Manufacturer	Description	Arrangement	Lum. Lumens	Lum. Watts	LLF
⊙	3	OA	COOPER LIGHTING SOLUTIONS - LUMARK	PRV-P1AB-740-U-T4W	SINGLE	9,739	74	0.900
⊞	2	OB	COOPER LIGHTING SOLUTIONS - LUMARK	PRV-P1AB-740-U-T4W	DOUBLE	9,739	74	0.900
⊙	6	OC	COOPER LIGHTING SOLUTIONS - LUMARK	PRV-P1AB-740-U-T4W-HSS	SINGLE	7,054	74	0.900
⊞	7	OD	COOPER LIGHTING SOLUTIONS - LUMARK	AXCS1A	SINGLE	1,806	13.5	0.900

CALCULATION SUMMARY							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
SITE	Illuminance	Fc	1.51	7.5	0.08	N.A.	N.A.

- NOTES:
- 1) STANDARD REFLECTANCE OF 80/50/20 UNLESS NOTED OTHERWISE
 - 2) NOT A CONSTRUCTION DOCUMENT, FOR DESIGN PURPOSES ONLY
 - 3) STANDARD INDOOR CALC POINTS @ 30 A.F.F. UNLESS NOTED OTHERWISE
 - 4) STANDARD OUTDOOR CALC POINTS @ GRADE UNLESS NOTED OTHERWISE
 - 5) PSE ASSUMES NO RESPONSIBILITY FOR INSTALLED LIGHT LEVELS DUE TO FIELD CONDITIONS, ETC.

REVISIONS:	
NO.	DATE DESCRIPTION

PSE
 PARISH SURVEY & ENGINEERING
 122 Wisconsin Street, West Bend, WI 53095
 262.346.7800
 www.parishse.com

PROJECT TITLE:
**TRACT BA 6 WYNDHAM VILLAGE
 WEST DREXEL AVENUE
 CITY OF FRANKLIN, WI 53132**

PLAN TITLE:
LIGHTING PLAN

DRAWN BY:
JDR

DESIGNED BY:
JDR

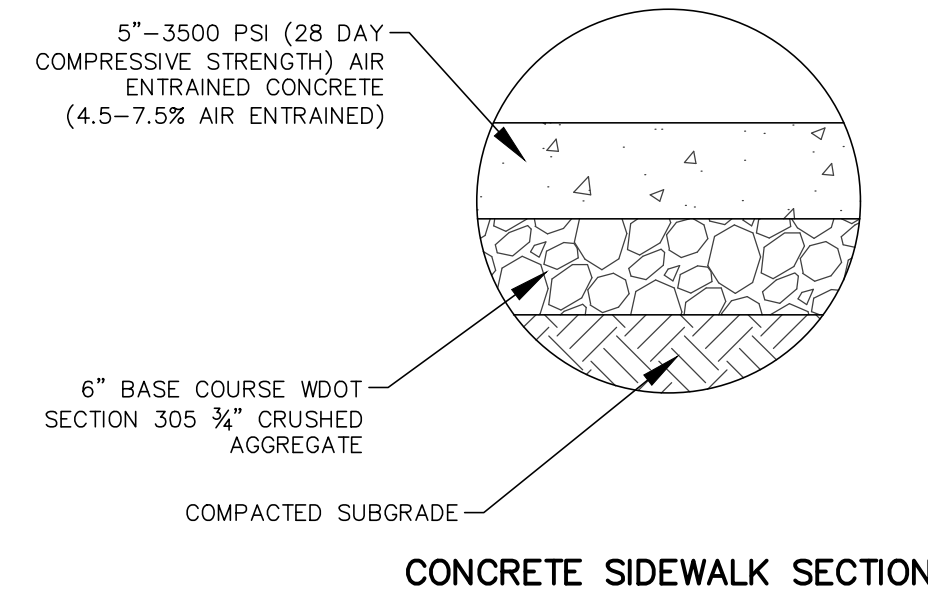
CHECKED BY:
KJP

PLAN DATE:
01/23/2024

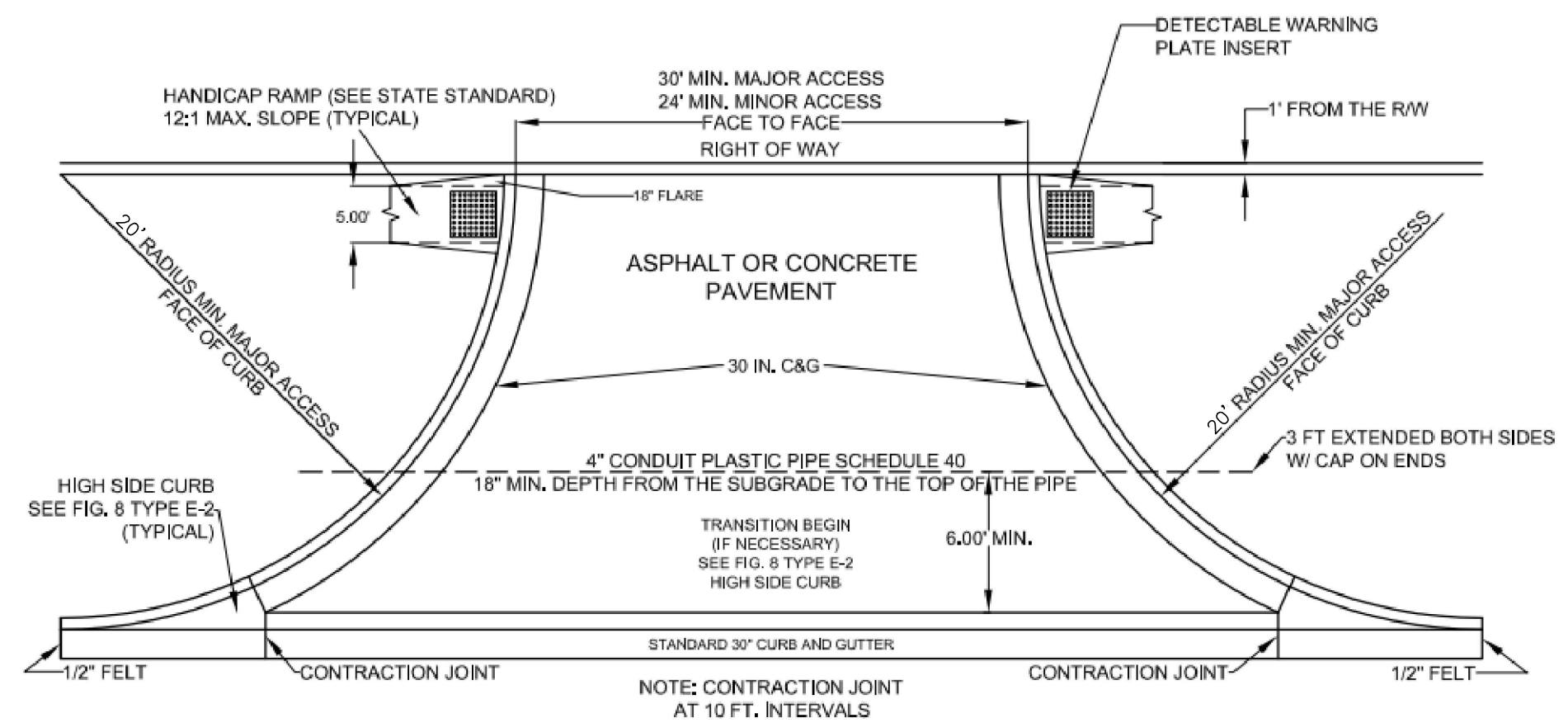
PROJECT NO:
VED-12-23

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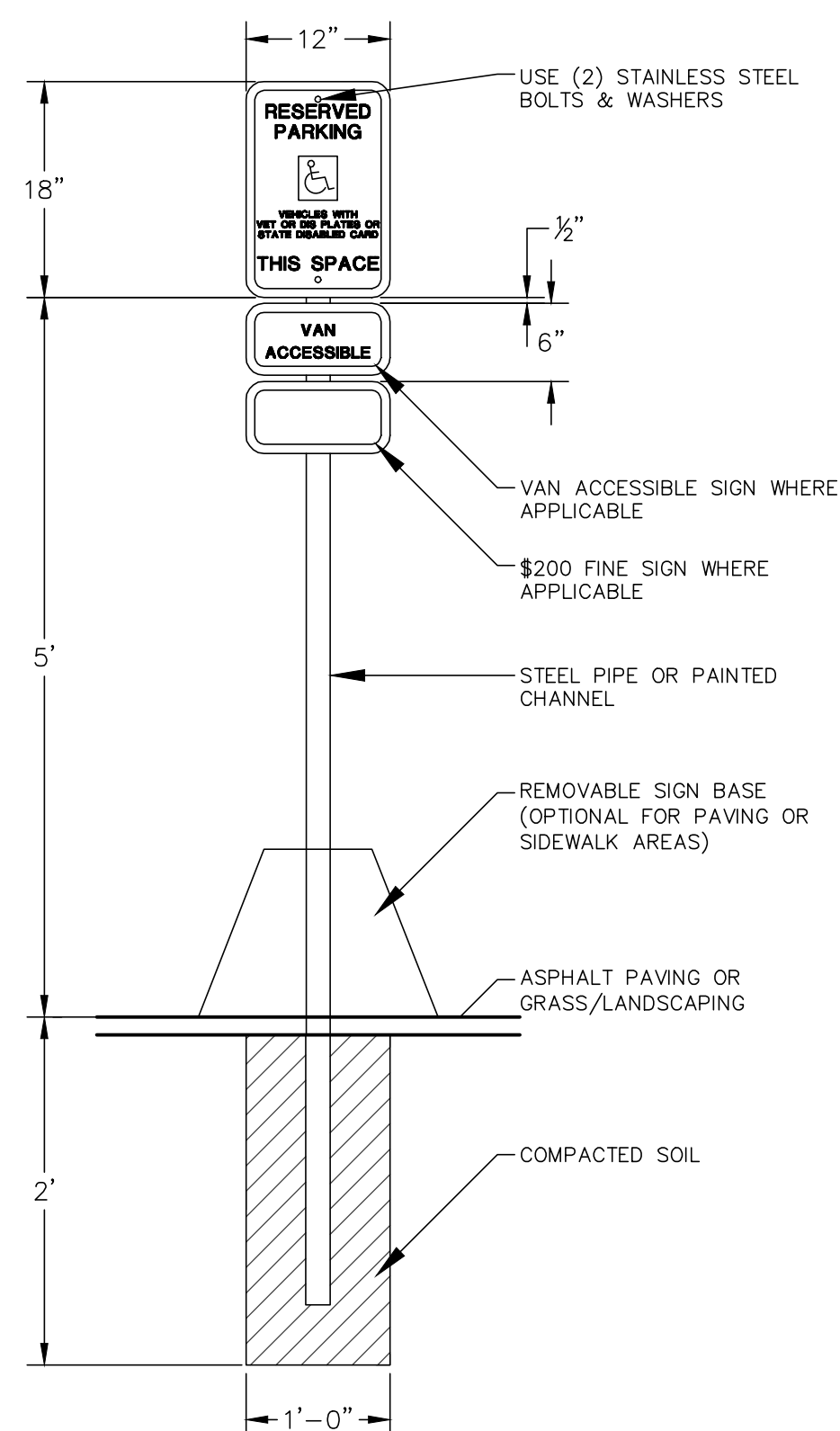
SHEET NO:
C1.07



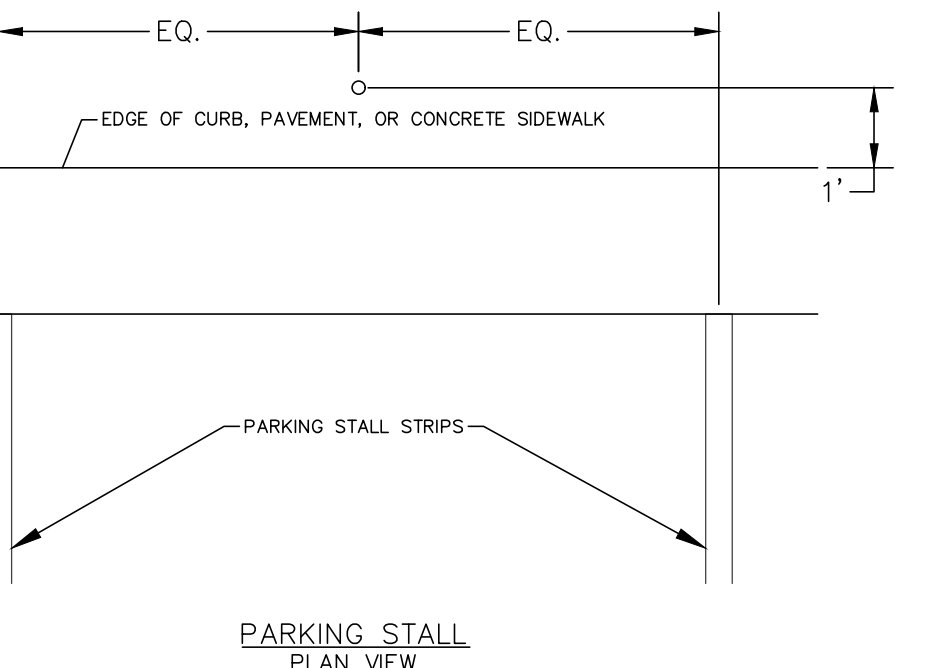
CONCRETE SIDEWALK SECTION



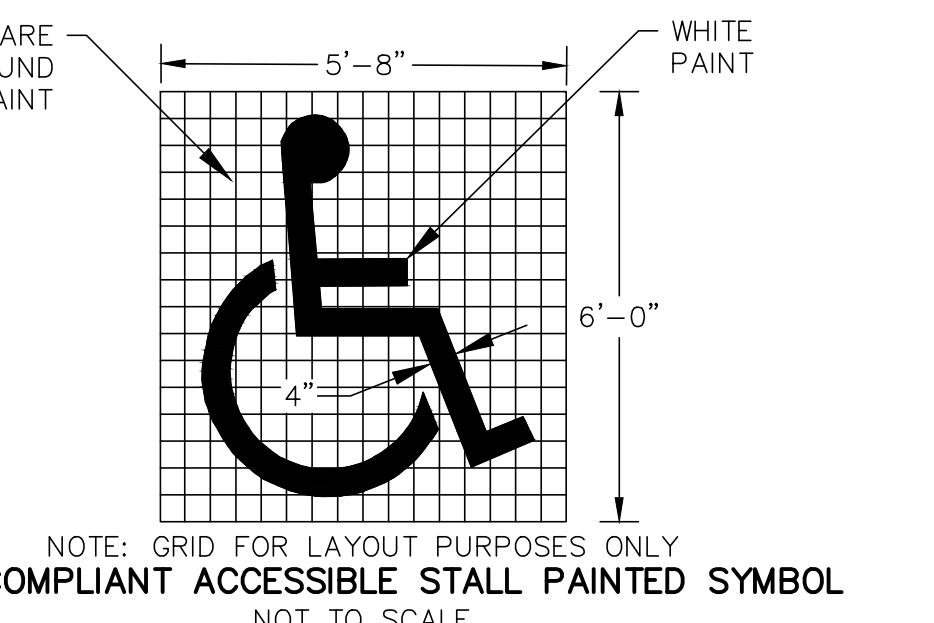
DRIVEWAY APPROACH DETAIL



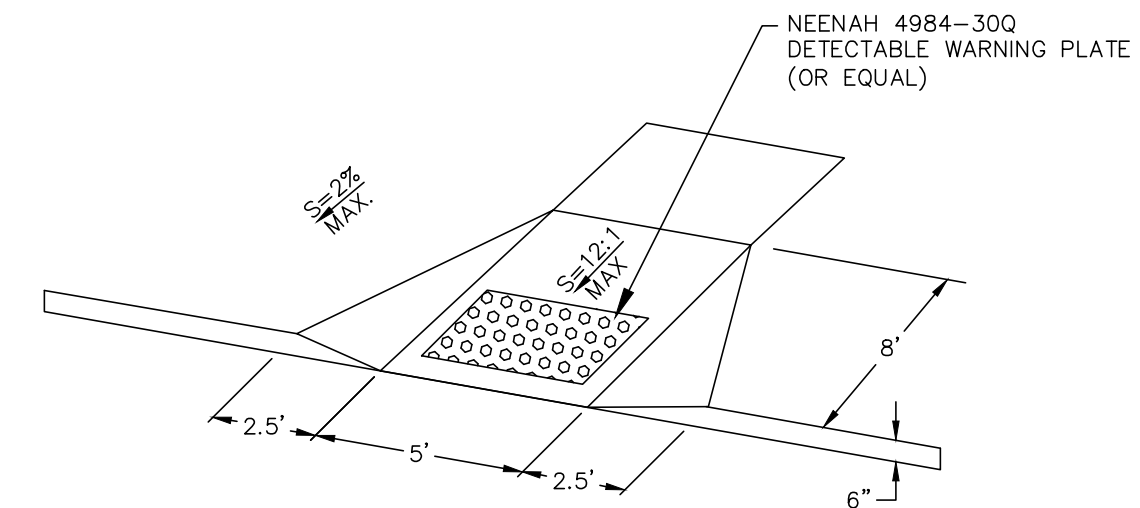
NOTE: SIGN SHALL COMPLY WITH CURRENT STATE AND ADA GUIDELINES



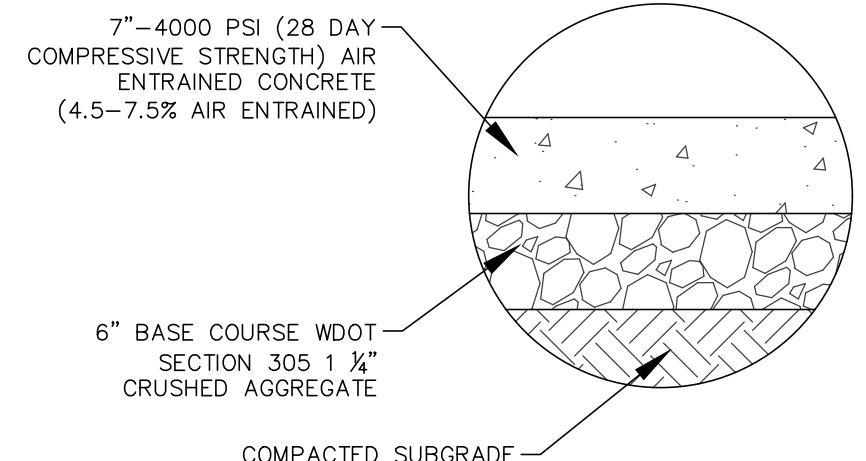
ADA COMPLIANT ACCESSIBLE SIGN DETAIL



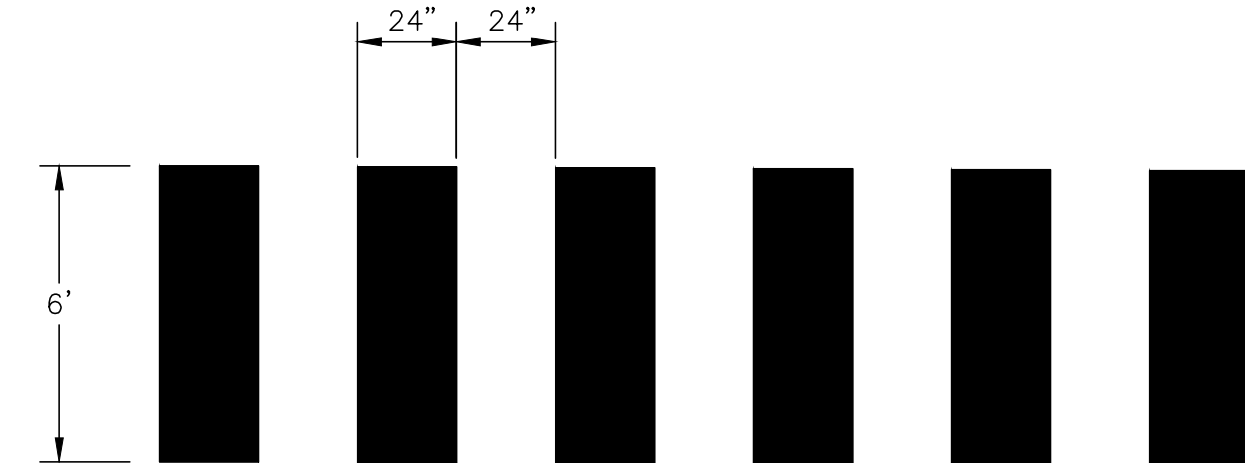
NOTE: GRID FOR LAYOUT PURPOSES ONLY
ADA COMPLIANT ACCESSIBLE STALL PAINTED SYMBOL
NOT TO SCALE



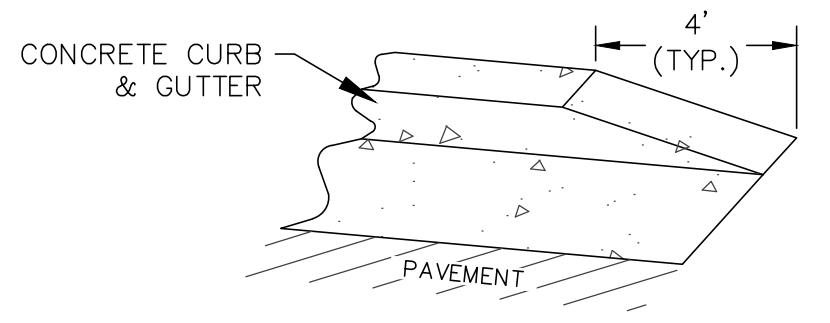
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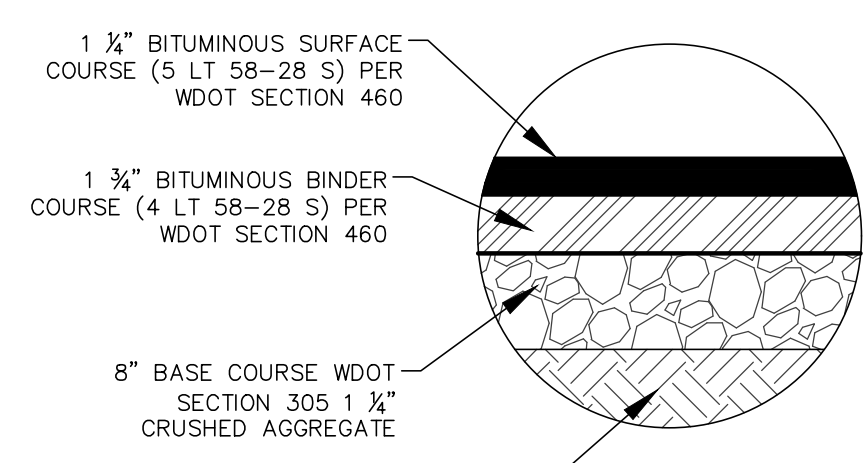
CONCRETE PAVEMENT SECTION (HEAVY DUTY)



CROSS WALK PAVEMENT MARKING DETAIL

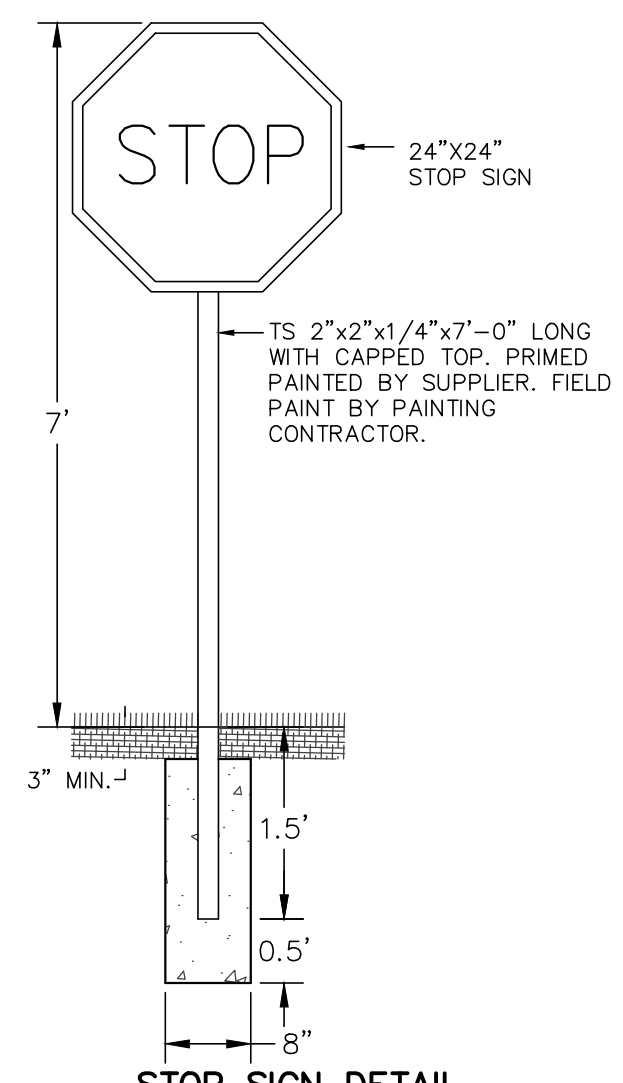


CURB TAPER DETAIL

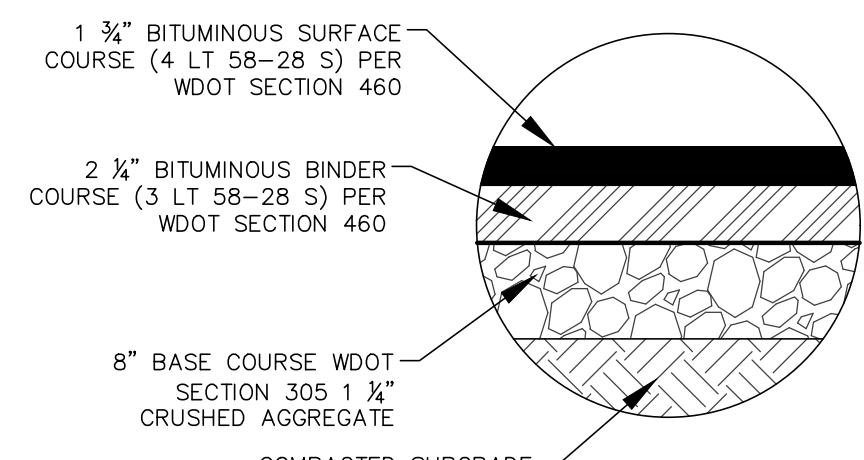


ASPHALT PAVEMENT SECTION (LIGHT DUTY)

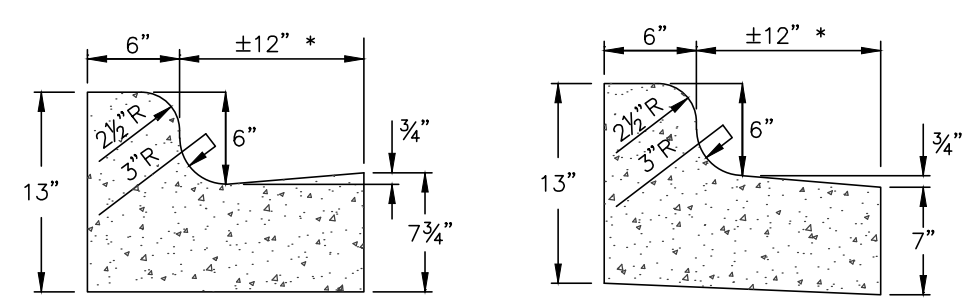
GENERAL NOTES:
-EXCAVATION BY CONCRETE CONTRACTOR
-POSTS SHALL BE SET BY CONCRETE CONTRACTOR & PROVIDED BY STEEL SUPPLIER.
-SIGN PROVIDED BY HARDWARE SUPPLIER & INSTALLED BY CARPENTER
-WIPE CLEAN EXCESS CONCRETE FROM POST BY CONCRETE CONTRACTOR
-CARPENTER TO DRILL HOLES IN STEEL POST FOR SIGN ATTACHMENT



STOP SIGN DETAIL



ASPHALT PAVEMENT SECTION (HEAVY DUTY)



18" CURB AND GUTTER DETAILS

GENERAL NOTES:
1. LATERAL CONTRACTION JOINTS SHALL BE PLACED AT INTERVALS OF NOT MORE THAN 15' NOR LESS THAN 8' IN LENGTH. THE JOINTS SHALL BE A MINIMUM OF 5' IN DEPTH. EXPANSION JOINTS SHALL BE PLACED TRANSVERSELY AT RADIUS POINTS ON CURVES OF RADIUS 200' OR LESS, AND AT ANGLE POINTS, OR AS DIRECTED BY THE ENGINEER. THE EXPANSION JOINT SHALL BE A ONE-PIECE ASPHALTIC MATERIAL HAVING THE SAME DIMENSIONS AS CURB & GUTTER AT THAT STATION AND BE 1/2" THICK. IN ALL CASES, CONCRETE CURB & GUTTER SHALL BE PLACED ON THOROUGHLY COMPACTED CRUSHED STONE.
2. * CURB APRON ±12" TO FIT STANDARD CURB MACHINE

18" CURB AND GUTTER DETAILS

NO.	DATE	DESCRIPTION

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122 Wisconsin Street, West Bend, WI 53095
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PROJECT TITLE:
**TRACT BA 6 WYNNDHAM VILLAGE
WEST DREXEL AVENUE
CITY OF FRANKLIN, WI 53132**

PLAN TITLE:
SITE DETAILS

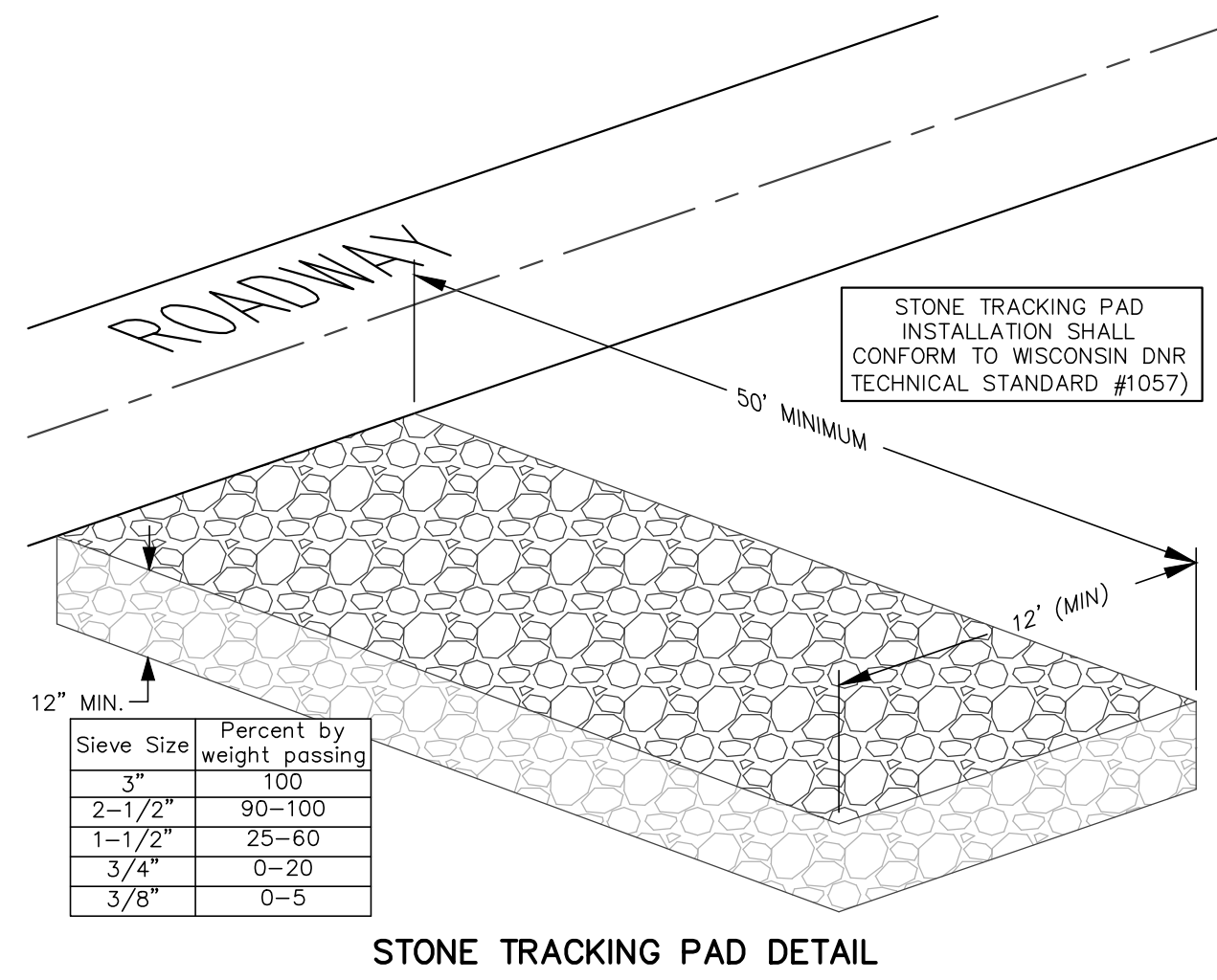
DRAWN BY:
JDR
DESIGNED BY:
JDR
CHECKED BY:
KJP

PLAN DATE:
01/23/2024

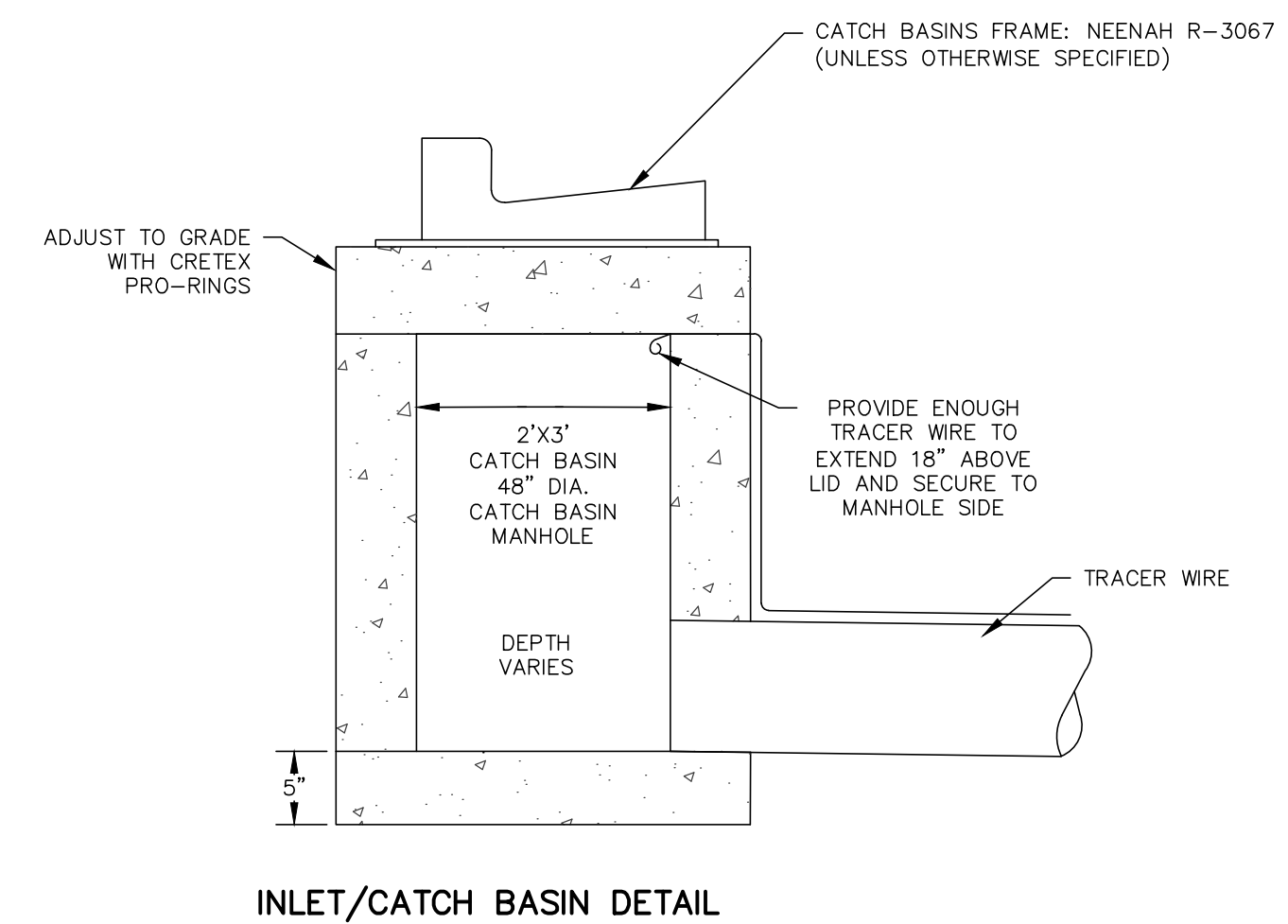
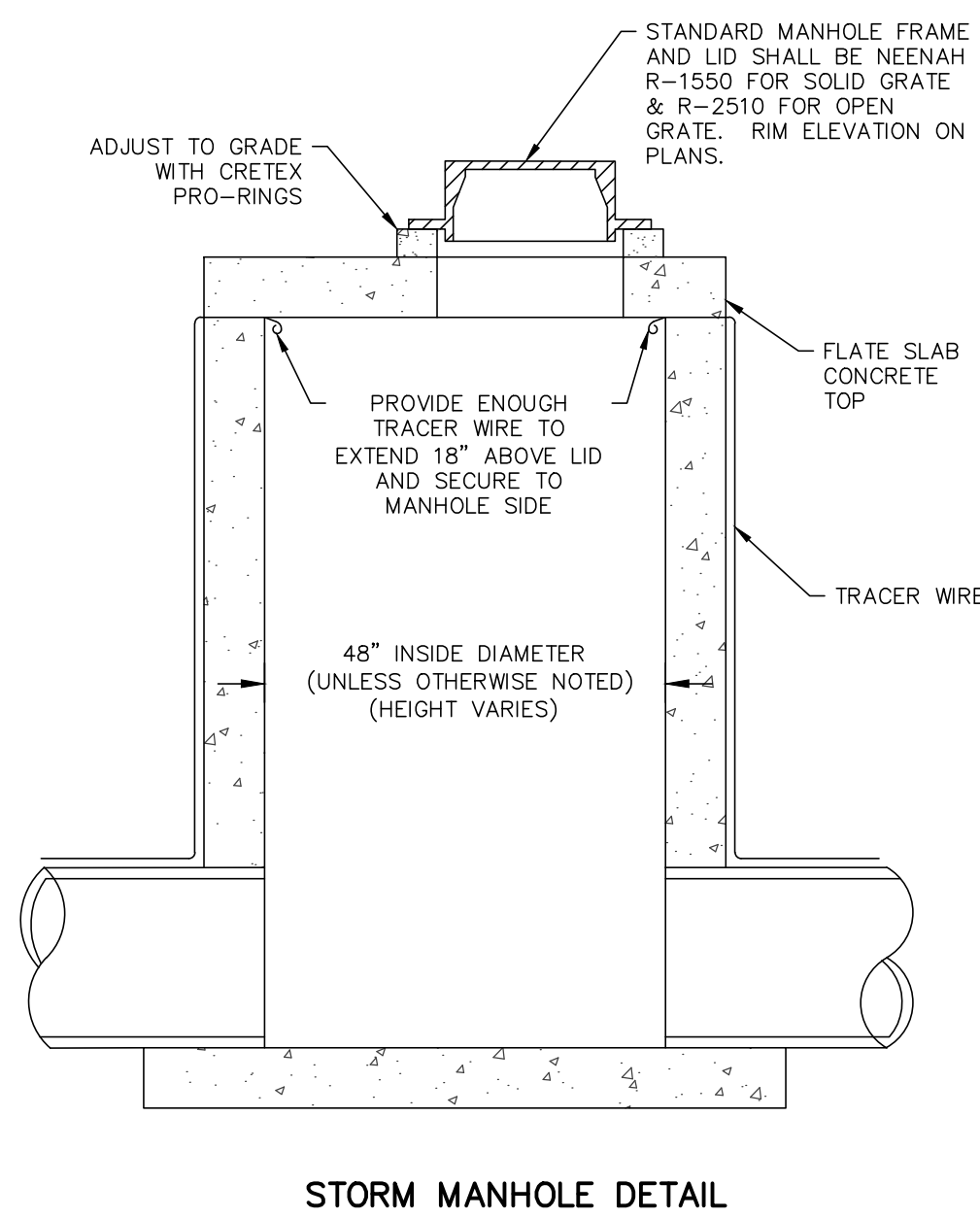
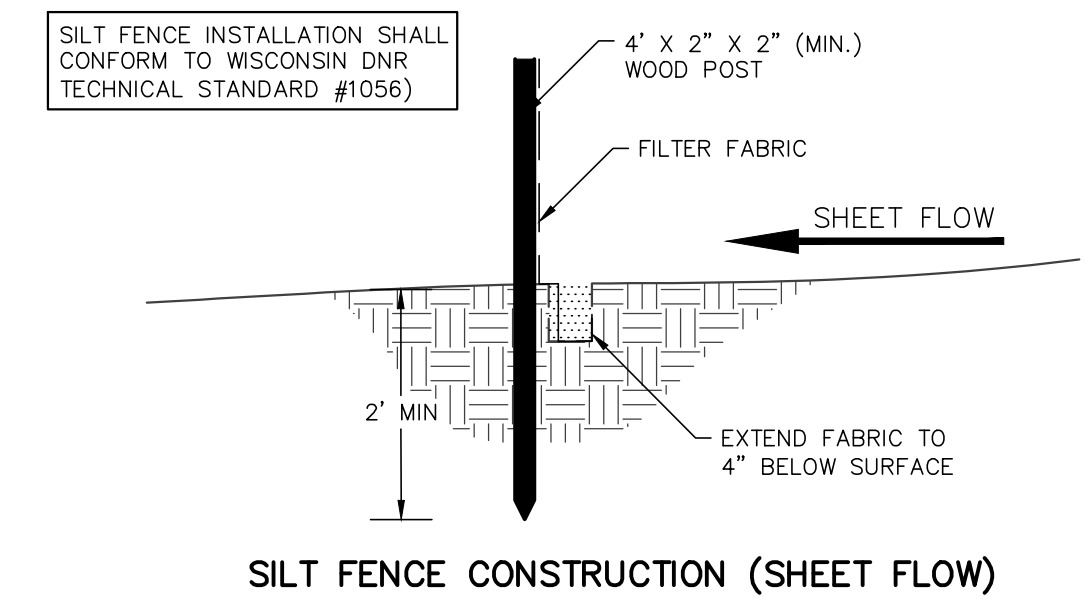
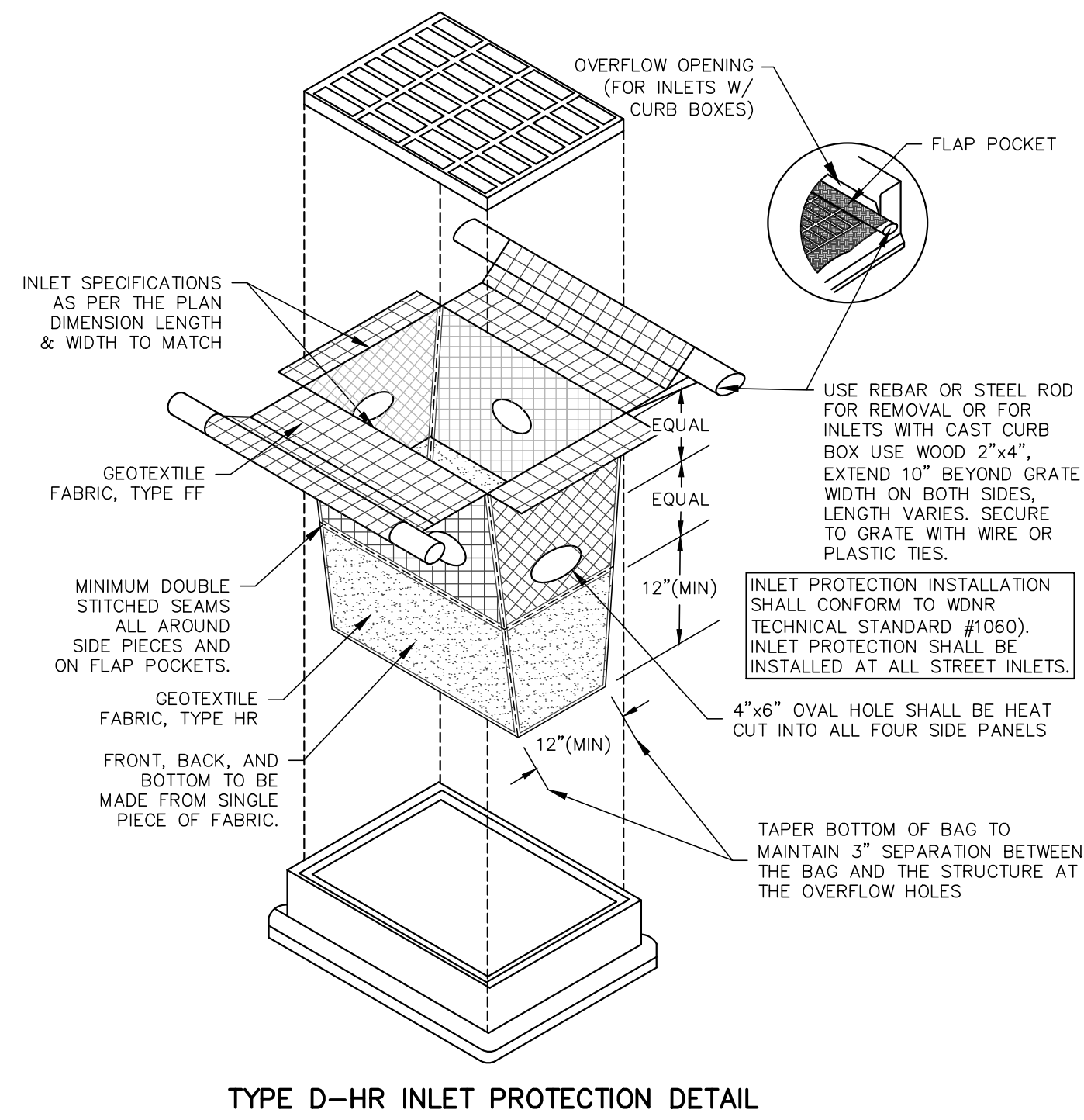
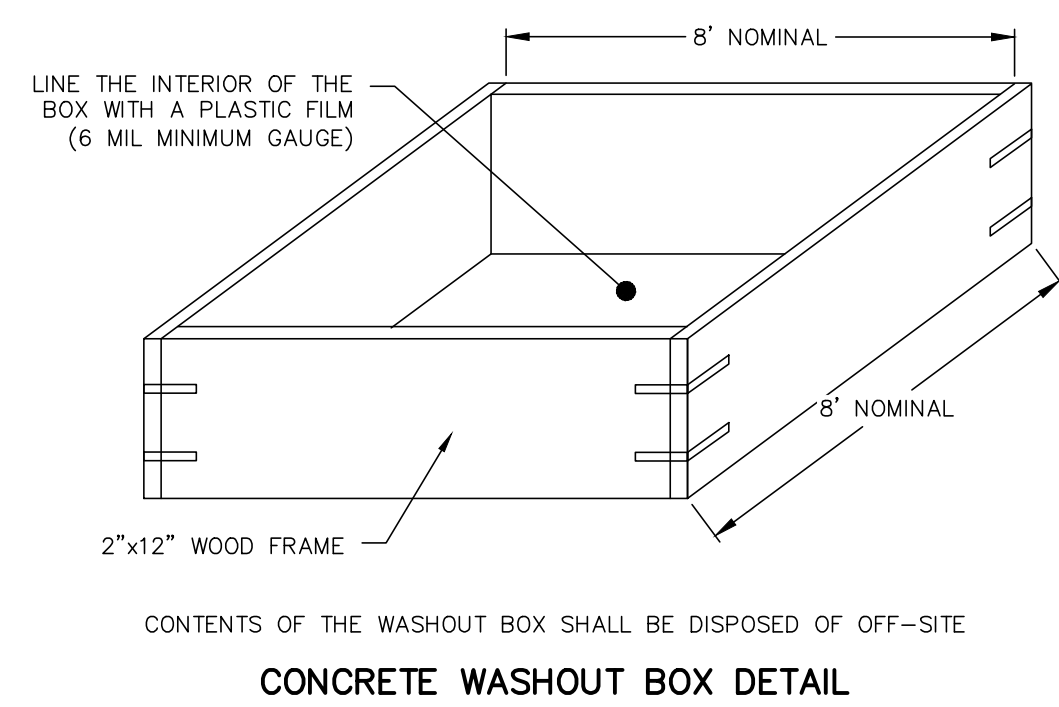
PROJECT NO:
VED-12-23

SUBMITTAL

SHEET NO:
C2.02



SLOPE AREA DRAINS TO SEDIMENT BASIN OR SEDIMENT TRAP?	MAXIMUM PERIOD OF BARE SOIL FOR SLOPES > 20%	
	MAXIMUM PERIOD OF BARE SOIL EXPOSURE (CALENDAR DAYS) LAND DISTURBANCE BETWEEN SEPTEMBER 16TH AND MAY 1ST	MAXIMUM PERIOD OF BARE SOIL EXPOSURE (CALENDAR DAYS) LAND DISTURBANCE BETWEEN MAY 2ND AND SEPTEMBER 15TH
YES	90	90
NO	60	30



REVISIONS:	
NO.	DATE DESCRIPTION

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PROJECT TITLE:
**TRACT BA 6 WYNDHAM VILLAGE
 WEST DREXEL AVENUE
 CITY OF FRANKLIN, WI 53132**

PLAN TITLE:
EROSION CONTROL AND UTILITY DETAILS

DRAWN BY:
JDR
 DESIGNED BY:
JDR
 CHECKED BY:
KJP

PLAN DATE:
01/23/2024

PROJECT NO:
 \ED-12-23\

SUBMITTAL

SHEET NO:
C2.03

XX.XX.XXXX	XX.XX.XXXX
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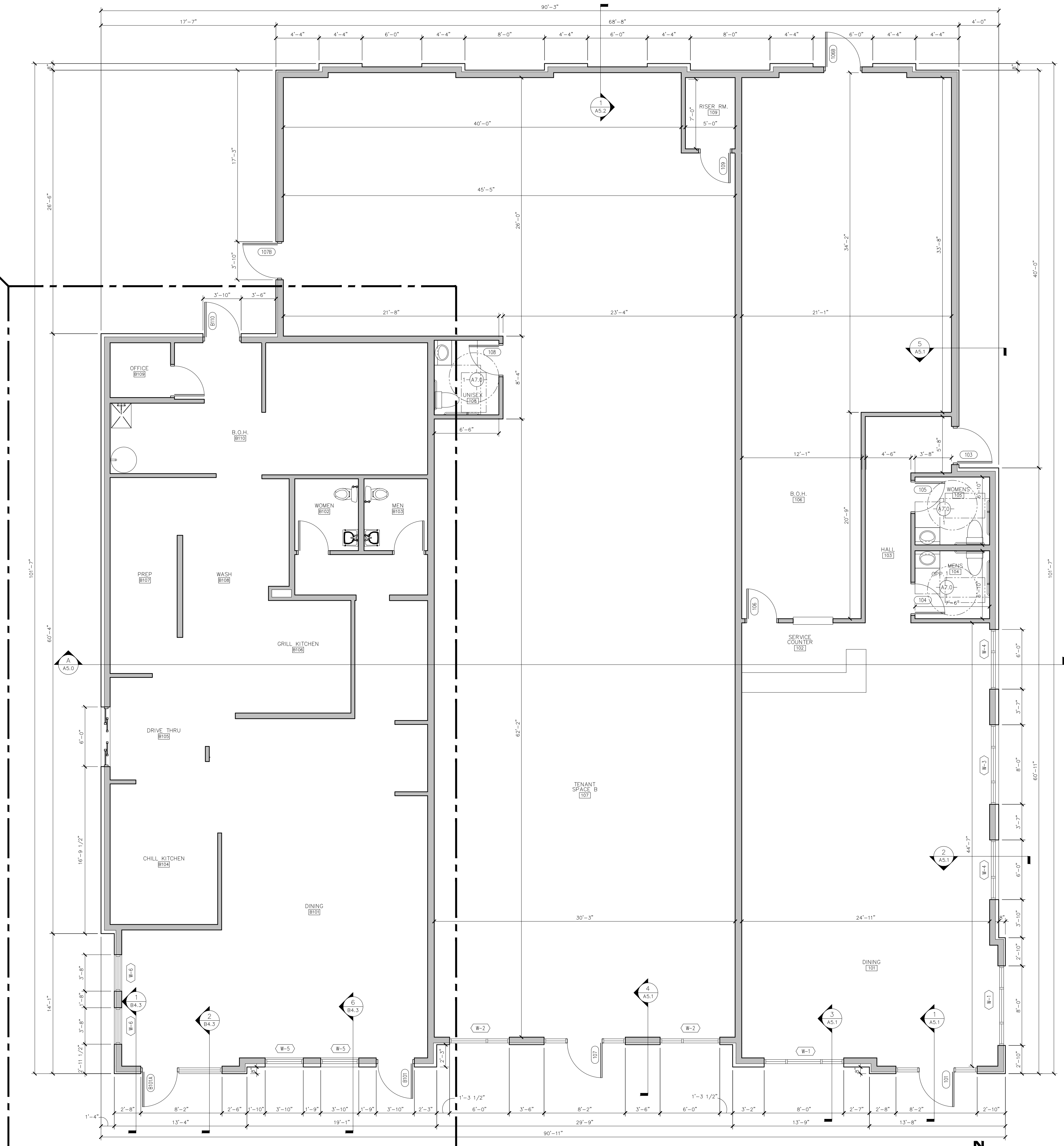
PARTITION NOTES:

- ALL PARTITIONS ARE TYPE NO. 11, UNLESS NOTED OTHERWISE.
- ALL FURRING TYPES EXTEND 4" ABOVE CEILING, UNLESS NOTED OTHERWISE.
- ALL STUD, SHAFT, CAVITY AND MASONRY PARTITION TYPES EXTEND TO STRUCTURE, UNLESS NOTED OTHERWISE.

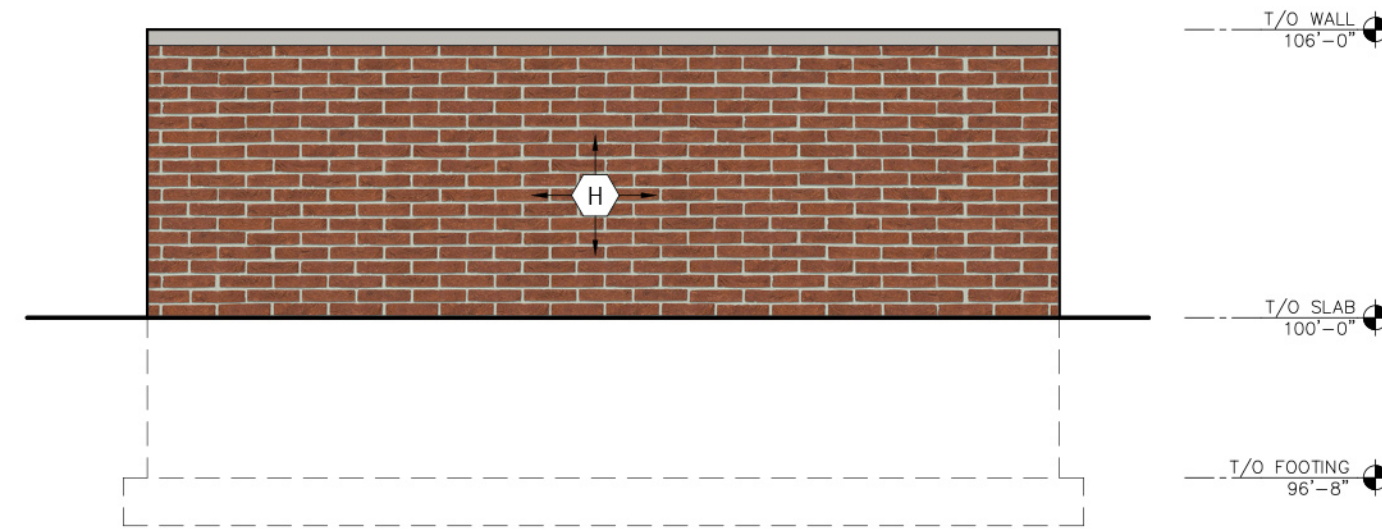
PARTITION TYPES:

- (STUD WALL TYPES)
- 1 5/8" GYPSUM WALLBOARD (EACH FACE) ON 2 x 4 WOOD STUDS, 16" O.C.
ACTUAL THICKNESS: 4-3/4"
PLAN DIMENSION: 5"
 - 3 5/8" GYPSUM WALLBOARD (EACH FACE) ON 2 x 4 WOOD STUDS, 16" O.C.
FULL THICKNESS SOUND INSULATION BATTS
ACTUAL THICKNESS: 4-3/4"
PLAN DIMENSION: 5"
 - 4 5/8" GYPSUM WALLBOARD (EACH FACE) ON 2 x 4 WOOD STUDS, 16" O.C.
ACTUAL THICKNESS: 4-3/4"
PLAN DIMENSION: 5"
 - 5 5/8" GYPSUM WALLBOARD (EACH FACE) ON 2 x 4 WOOD STUDS, 16" O.C.
FULL THICKNESS SOUND INSULATION BATTS
ACTUAL THICKNESS: 4-3/4"
PLAN DIMENSION: 5"

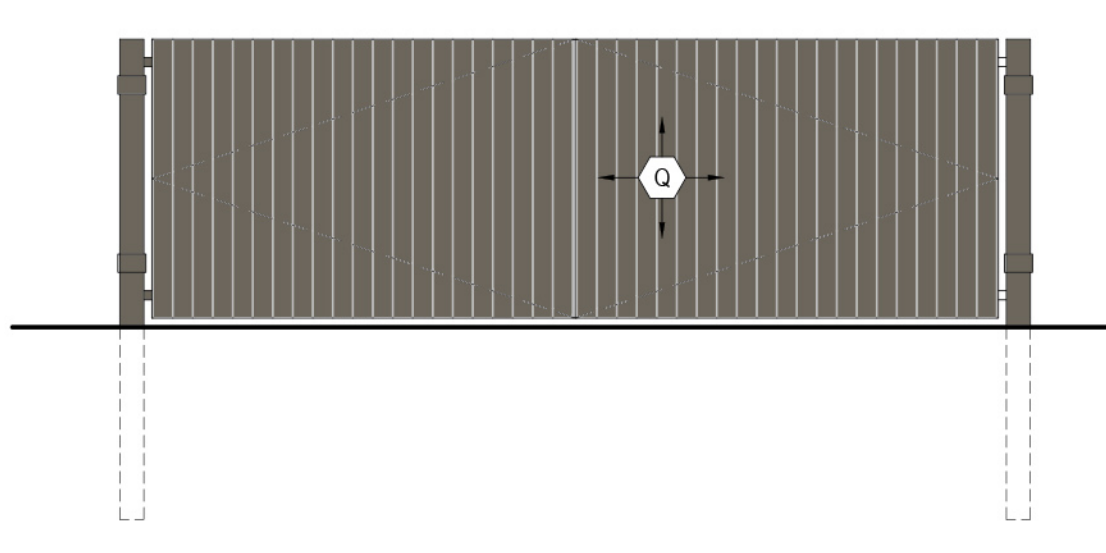
SEE B-SHEETS FOR DAIRY
QUEEN BUILD OUT PLANS



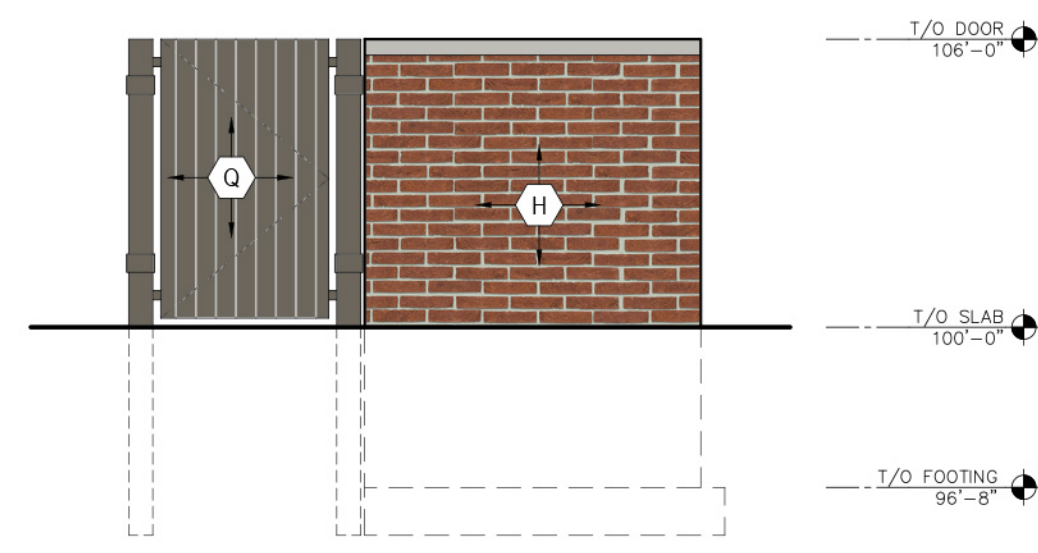
1 OVERALL FLOOR PLAN
SCALE: 3/16" = 1'-0"



5 DUMPSTER ENCLOSURE - BACK
SCALE: 1/4" = 1'-0"



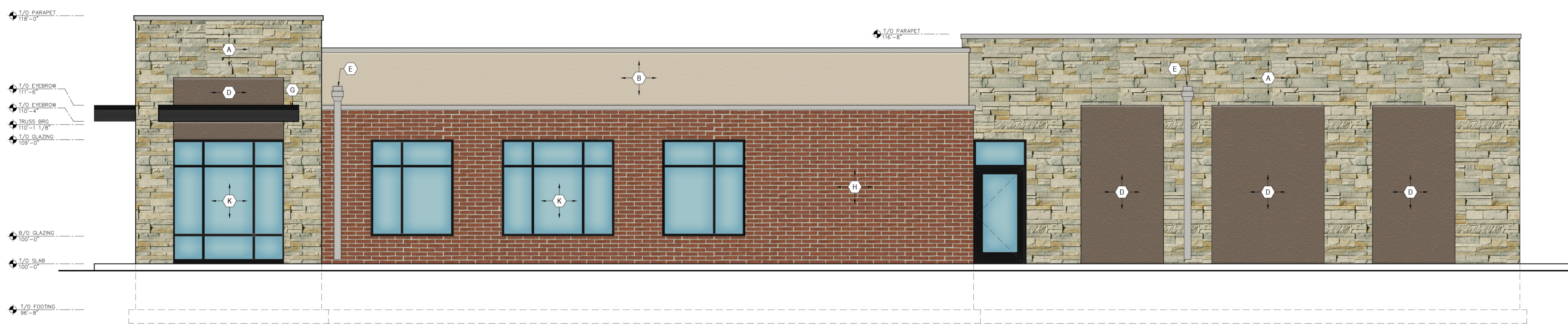
4 DUMPSTER ENCLOSURE - FRONT
SCALE: 1/4" = 1'-0"



3 DUMPSTER ENCLOSURE - SIDE
SCALE: 1/4" = 1'-0"

EXTERIOR ELEVATION KEYNOTES: NOTE: THIS IS A PROTOTYPICAL SCHEDULE. ALL FINISHES MAY NOT BE USED.

<p>1 STONE MFR: BORAL STONE PRODUCTS LLC STYLE: PRO-KITH LEASTONE DRY STACK COLOR: PLATINUM NOTE: CAPSTONE: ELDORADO STONE - CHISELED EDGE COLUMN CAP. COLOR: SMOKE</p>	<p>11 PAINT PATIO RAILING, LIGHTS, PERGOLA COLUMNS MFR: BENJAMIN MOORE COLOR: PSE COBELSTONE PATH 1606 PRODUCT: ULTRA SPEC HP DTM ACRYLIC SEMI-GLOSS ENAMEL HP28 PRIMER: ULTRA SPEC HP DTM ACRYLIC METAL PRIMER HP24</p>	<p>12 EPFS (MEDIUM) MFR: STG CORPORATION COLOR: NADOKWIN MATCHES BENJAMIN MOORE, WILLOW CREEK #1481 FINISH: 310 STD (FINE SAND) NOTE: PROVIDE HIGH IMPACT EPFS FROM GRADE TO 3'-0" A.F.F.</p>	<p>13 METAL PANEL MFR: ALPOLIC STYLE: 4MM COLOR: SHIMMER DQ2 MAROON GOLD NOTE: MUST BE INSTALLED HORIZONTALLY. REFERENCE ARROWS ON BACK OF PANEL MUST BE ALIGNED IN THE SAME DIRECTION. VENDOR: ARCHITECTURAL METALS, SEE NATIONAL VENDORS LIST</p>
<p>2 EPFS (LIGHT) MFR: STG CORPORATION COLOR: NADOKWIN MATCHES BENJAMIN MOORE, TEMPORAL SPIRIT #65 FINISH: 310 STD (FINE SAND) NOTE: PROVIDE HIGH IMPACT EPFS FROM GRADE TO 3'-0" A.F.F. LRY: 14</p>	<p>14 METAL EYEBROW, OUTRIGGERS & FLASHINGS MFR: HCLCM (FORMERLY FRESTONE UNA-CLAD) MATERIAL: 304 ALUMINUM COLOR: EXTRA DARK BRONZE FINISH: KYMAR 500 VENDOR: ARCHITECTURAL METALS, SEE NATIONAL VENDORS LIST</p>	<p>15 CORRUGATED METAL MFR: METAL SALES MANUFACTURING CORPORATION MATERIAL: T80 CORRUGATED GA STEEL COLOR: ACRYLIC COATED GALVALUME VENDOR: ARCHITECTURAL METALS, SEE NATIONAL VENDORS LIST</p>	<p>16 METAL EYEBROW, OUTRIGGERS & FLASHINGS MFR: HCLCM (FORMERLY FRESTONE UNA-CLAD) MATERIAL: 304 ALUMINUM COLOR: CLEAR ANODIZED FINISH: SATIN VENDOR: ARCHITECTURAL METALS, SEE NATIONAL VENDORS LIST</p>
<p>3 EPFS (RED) MFR: STG CORPORATION COLOR: NADOKWIN MATCHES BENJAMIN MOORE, CALIENTE AF 299 FINISH: 1300 STOUT 1.00 (FINE SAND) NOTE: PROVIDE HIGH IMPACT EPFS FROM GRADE TO 3'-0" A.F.F. LRY: 7</p>	<p>17 MODULAR BRICK MFR: T.B.D. COLOR: MATCH EXISTING DEVELOPMENT</p>	<p>18 PAINT MFR: BENJAMIN MOORE COLOR: TEMPORAL SPIRIT #65 PRODUCT: ALURA EXTERIOR PAINT, EGG SHELL LOW LUSTRE #54 PRIMER: FIRST COAT - ALURA EXTERIOR PAINT</p>	<p>19 WELCOME LETTERS MFR: DQ SCRIPT (RED "WELCOME") NOTE: COORDINATE WITH ARCHITECTURAL METALS VENDOR</p>
<p>4 EPFS (DARK) MFR: STG CORPORATION COLOR: NADOKWIN MATCHES BENJAMIN MOORE, DEEP CREEK 1477 FINISH: 1300 STOUT 1.00 (FINE SAND) NOTE: PROVIDE HIGH IMPACT EPFS FROM GRADE TO 3'-0" A.F.F. LRY: 13</p>	<p>20 STOREFRONT STYLE: 774 1/2" FINISH: CLEAR ANODIZED GLAZING: CLEAR, 1" INSULATED, LOW E</p>	<p>21 TRASH ENCLOSURE SOLID COLOR STAIN MFR: BENJAMIN MOORE COLOR: DEEP CREEK 1477 PRODUCT: ALURA EXTERIOR PAINT, EGG SHELL LOW LUSTRE #54 PRIMER: FIRST COAT - ALURA EXTERIOR PAINT</p>	<p>22 TRASH ENCLOSURE PAINT MFR: BENJAMIN MOORE COLOR: DEEP CREEK 1477 PRODUCT: ALURA EXTERIOR PAINT, EGG SHELL LOW LUSTRE #54 PRIMER: FIRST COAT - ALURA EXTERIOR PAINT</p>
<p>5 COPPER & STEEL MFR: HCLCM (FORMERLY FRESTONE UNA-CLAD) MATERIAL: 24 GA. STEEL COLOR: SILVER METALLIC FINISH: KYMAR 500 VENDOR: ARCHITECTURAL METALS, SEE NATIONAL VENDORS LIST</p>	<p>23 TRASH ENCLOSURE SOLID COLOR STAIN MFR: BENJAMIN MOORE COLOR: DEEP CREEK 1477 PRODUCT: ALURA EXTERIOR PAINT, EGG SHELL LOW LUSTRE #54 PRIMER: FIRST COAT - ALURA EXTERIOR PAINT</p>	<p>24 WALKIN COOLER/REFREEZER MFR: KOLPAK COLOR: FACTORY FINISH VENDOR: WASSERSTROM NOTE: SEE EQUIPMENT SCHEDULE FOR DETAILS</p>	<p>25 STEEL CHANNEL CANOPY MFR: T.B.D. COLOR: BLACK</p>



2 WEST ELEVATION
SCALE: 1/4" = 1'-0"



1 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

SHEET TITLE
EXTERIOR ELEVATIONS

REVISIONS

XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX

PROJECT NUMBER ...

SET USE SCHEMATIC

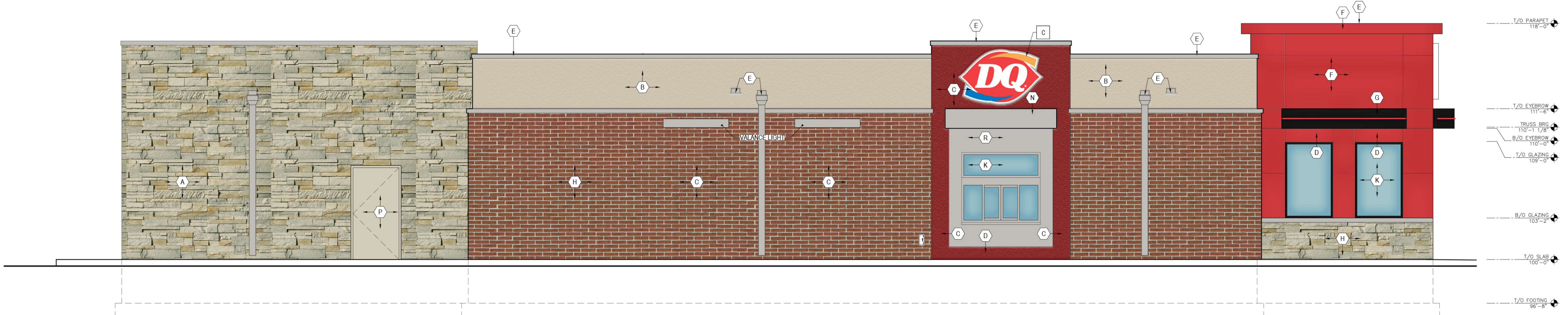
DATE 11.01.2023

SHEET

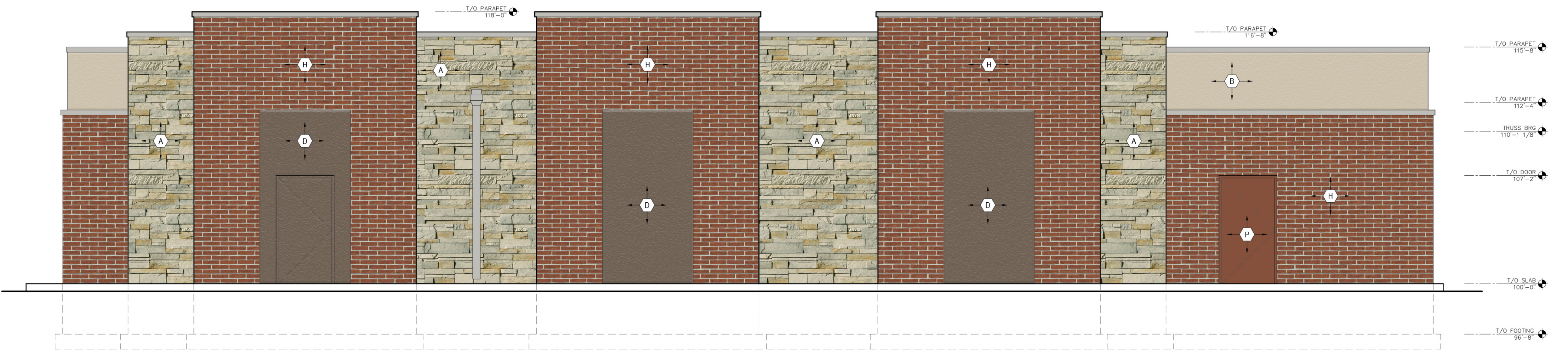
A4.0

EXTERIOR ELEVATION KEYNOTES: NOTE: THIS IS A PROTOTYPICAL SCHEDULE. ALL FINISHES MAY NOT BE USED.

<p>A STONE: MFR: IRIAL STONE PRODUCTS LLC STYLE: PRO-FIN 18 EDGESTONE, DRY STACK COLOR: PLATINUM NOTE: CAPSTONE: ELDRADO STONE - CHISELED EDGE COLUMN CAP. COLOR: SMOKE</p> <p>B EIFS (1/2") MFR: STO CORPORATION COLOR: NA1942 (MATCHES BENJAMIN MOORE, TEMPORAL SPIRIT 96) FINISH: 130 STOUT 1.00 (FINE SAND) NOTE: PROVIDE HIGH IMPACT EIFS FROM GRADE TO 3'-0" A.F.F. LRV: 14</p> <p>C EIFS (RED) MFR: STO CORPORATION COLOR: NA1942 (MATCHES BENJAMIN MOORE, CALIENTE AF 29) FINISH: 130 STOUT 1.00 (FINE SAND) NOTE: PROVIDE HIGH IMPACT EIFS FROM GRADE TO 3'-0" A.F.F. LRV: 7</p> <p>D EIFS (GAIN) MFR: STO CORPORATION COLOR: NA1942 (MATCHES BENJAMIN MOORE, DEEP CREEK 147) FINISH: 130 STOUT 1.00 (FINE SAND) NOTE: PROVIDE HIGH IMPACT EIFS FROM GRADE TO 3'-0" A.F.F. LRV: 13</p> <p>E COPING & SCUPPERS: MFR: HCLM (FORMERLY FRESTONE USA-CLAD) MATERIAL: 24 GA. STEEL COLOR: SILVER METALLIC FINISH: KINAR 50 VENDOR: ARCHITECTURAL METALS, SEE NATIONAL VENDORS LIST</p>	<p>F PAINT (FATIO PAINTING, LIGHTS, PERGOLA COLUMNS) MFR: BENJAMIN MOORE COLOR: P18 COBBLESTONE PATH 1006 PRODUCT: ULTRA SPEC HP DTM ACRYLIC SEMI-GLOSS ENAMEL HP28 PRIMER: ULTRA SPEC HP DTM ACRYLIC METAL PRIMER 1P04</p> <p>G METAL PANEL: MFR: ALUMINUM STYLE: 3MM COLOR: TBA SILVER NOTE: MUST BE INSTALLED HORIZONTALLY. REFERENCE ARROWS ON BACK OF PANEL MUST BE ALIGNED IN THE SAME DIRECTION. VENDOR: ARCHITECTURAL METALS, SEE NATIONAL VENDORS LIST</p> <p>H AWNING: MFR: SUNBELLA COLOR: PRESSET GREY 8030 VENDOR: SIGN SOURCE</p> <p>I WELCOME LETTERS: MFR: INDOGO SIGNS BRES: DO SCRIPT (RED WELCOME) NOTE: COORDINATE WITH ARCHITECTURAL METALS VENDOR</p> <p>J PERGOLA SOLID COLOR STAIN: MFR: BENJAMIN MOORE COLOR: COBBLESTONE PATH 1006 PRODUCT: ARBORCOAT WATERBORNE SOLID DECK & SIGN STAIN #64 PRIMER: SELF PRIMING ON MOST SURFACES (SEE TECH. DATA SHEET FOR DETAILS)</p> <p>K WALNUT COOLER/SEERER: MFR: KOLPAK COLOR: FACTORY FINISH VENDOR: WATERSTROM NOTE: SEE EQUIPMENT SCHEDULE FOR DETAILS</p> <p>L STEEL CHANNEL CANOPY: MFR: T.B.D. COLOR: BLACK</p>	<p>M METAL PANEL: MFR: ALUMINUM STYLE: 3MM COLOR: TBA SILVER NOTE: MUST BE INSTALLED HORIZONTALLY. REFERENCE ARROWS ON BACK OF PANEL MUST BE ALIGNED IN THE SAME DIRECTION. VENDOR: ARCHITECTURAL METALS, SEE NATIONAL VENDORS LIST</p> <p>N CORROUGATED METAL: MFR: METAL SHEET MANUFACTURING CORPORATION MATERIAL: 7" CORROUGATED 24 GA. STEEL COLOR: ACRYLIC COATED GALVALUME VENDOR: ARCHITECTURAL METALS, SEE NATIONAL VENDORS LIST</p> <p>O METAL EYEBROW, OUTSIDERS, & FLASHINGS: MFR: HCLM (FORMERLY FRESTONE USA-CLAD) MATERIAL: 24 ALUMINUM COLOR: CLEAR ANODIZED FINISH: SATIN VENDOR: ARCHITECTURAL METALS, SEE NATIONAL VENDORS LIST</p> <p>P TRASH ENCLOSURE SOLID COLOR STAIN: MFR: BENJAMIN MOORE COLOR: TEMPORAL SPIRIT 96 PRODUCT: AURA EXTERIOR PAINT, EGG SHELL LOW LUSTRE #64 PRIMER: FIRST COAT - AURA EXTERIOR PAINT</p> <p>Q TRASH ENCLOSURE SOLID COLOR STAIN: MFR: BENJAMIN MOORE COLOR: DEEP CREEK 147 PRODUCT: ARBORCOAT WATERBORNE SOLID DECK & SIGN STAIN #64 PRIMER: SELF PRIMING ON MOST SURFACES (SEE TECH. DATA SHEET FOR DETAILS)</p> <p>R TRASH ENCLOSURE PAINT: MFR: BENJAMIN MOORE COLOR: DEEP CREEK 147 PRODUCT: AURA EXTERIOR PAINT, EGG SHELL LOW LUSTRE #64 PRIMER: FIRST COAT - AURA EXTERIOR PAINT</p>
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2 EAST ELEVATION
SCALE: 1/4" = 1'-0"



1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"

SHEET TITLE

EXTERIOR ELEVATIONS

REVISIONS

XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX
XX.XX.XXXX	XX.XX.XXXX

PROJECT NUMBER ...

SET USE SCHEMATIC

DATE 10.27.2023

SHEET

A4.1

Project		Catalog #		Type	
Prepared by		Notes		Date	



Lumark

Axcent

Wall Mount Luminaire

Product Features



Product Certifications



Interactive Menu

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- Mounting Details [page 3](#)
- Product Specifications [page 4](#)
- Energy and Performance Data [page 4](#)
- Control Options [page 6](#)

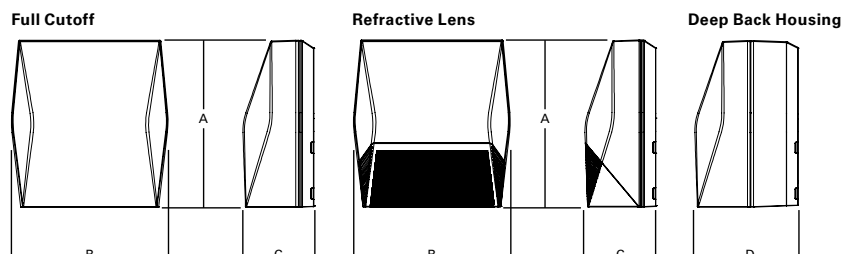
Quick Facts

- Available in 14W - 123W (1,800 - 17,000 lumens) models
- Full cutoff and refractive lens models available
- Energy and maintenance savings up to 95% compared to HID
- Energy efficient illumination results in up to 144 LPW
- Replaces 70W up to 450W HID equivalents

Connected Systems

- WaveLinx Lite
- Enlighted

Dimensional Details



Dimensional Data

	AXCS Small	AXCL Large
A	8" [202mm]	11-1/2" [292mm]
B	7-1/2" [190mm]	10-3/4" [273mm]
C	3-5/8" [94mm]	4-7/8" [124mm]
D	6-1/8" [155mm]	7-1/8" [181mm]

Project		Catalog #		Type	
Prepared by		Notes		Date	



Lumark

Prevail Discrete LED

Area / Site Luminaire

Product Features



Product Certifications



Interactive Menu

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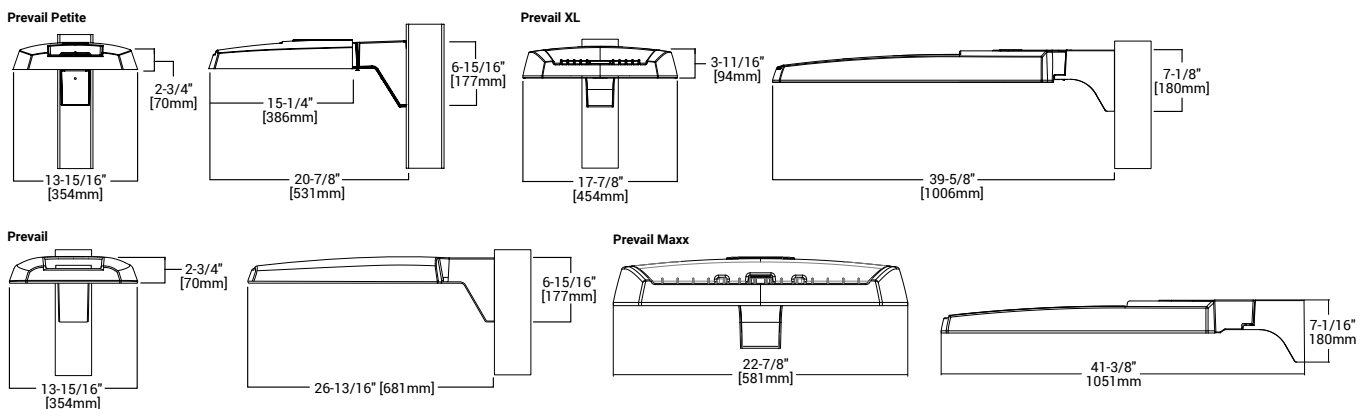
Quick Facts

- Direct-mounted discrete light engine for improved optical uniformity and visual comfort
- Lumen packages range from 4,300 - 68,000 nominal lumens (30W - 550W)
- Replaces 70W up to 1,000W HID equivalents
- Efficacies up to 157 lumens per watt
- Standard universal quick mount arm with universal drill pattern

Connected Systems

- WaveLinX

Dimensional Details



NOTES:
 1. Visit <https://www.designlights.org/search/> to confirm qualification. Not all product variations are DLC qualified.
 2. IDA Certified for 3000K CCT and warmer only.