

CITY OF FRANKLIN  
PLAN COMMISSION MEETING\*  
FRANKLIN CITY HALL COUNCIL CHAMBERS  
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA  
THURSDAY, FEBRUARY 4, 2021, 7:00 P.M.

The YouTube channel “City of Franklin WI” will be live streaming the Plan Commission meeting so that the public will be able to watch and listen to the meeting.

<https://www.youtube.com/c/CityofFranklinWIGov>.

A. **Call to Order and Roll Call**

B. **Approval of Minutes**

1. Approval of regular meeting of January 7, 2021.

C. **Public Hearing Business Matters** (action may be taken on all matters following the respective Public Hearing thereon)

D. **Business Matters** (no Public Hearing is required upon the following matters; action may be taken on all matters)

1. **CITY OF FRANKLIN INDUSTRIAL PARK MUNICIPAL SANITARY LIFT STATION REPLACEMENT.** Site Plan application by the City of Franklin, applicant (Zeta Company, LLP, property owner), for the construction (replacement) of a new sanitary lift station, including a lift station building (approximately 736 square feet), below grade wet well, asphalt driveway, landscaping and site lighting, for property zoned Planned Development District No. 7 (Franklin Industrial Park), located at 5801 West Franklin Drive; Tax Key No. 931-0006-001 [the existing lift station is located within the right-of-way of South 60th Street, while the new station would be located 150 feet south on property currently owned by Zeta Company, LLP (the City of Franklin has commenced negotiations with the property owner to purchase an approximately 0.470 acre parcel) [the City of Franklin Economic Development Commission has recommended approval of the Site Plan at its meeting on January 25, 2021]].
2. **RYANWOOD MANOR SUBDIVISION COMMUNITY FIRE PIT WITH SURROUNDING STONE CIRCLE WITHIN AN OUTLOT AND STORMWATER EASEMENT RELOCATION.** Miscellaneous and Affidavit of Correction applications by Oakwood at Ryan Creek, LLC, to allow for the installation of a 5 feet in diameter by 2 1/2 foot high community fire pit with an approximately 18 feet in diameter surrounding stone circle, within Outlot 1 of Ryanwood Manor subdivision [construction within outlots is prohibited unless approved by the City of Franklin], and modifications to stormwater drainage easement #1 of the subdivision, specifically, reducing the easement to a 20 foot

strip along the underground utilities within Outlot 1, extending from Lot 1 to the south to right-of-way to the west [this easement is currently covering the entire Outlot 1 and is in part of Lots 1, 2, 3 and 4 at variable widths as well as the entirety of Outlot 1] and relocating 4 tree plantings currently located within the proposed easement to the outside of the easement, but still within Outlot 1, subdivision located at approximately 10116 South Creekview Court, property zoned R-5 Suburban Single-Family Residence District, bearing Tax Key No. 934-0033-000.

3. **HOLTERMAN, THE 7930-32 S. 68TH ST. CONDOMINIUMS, TWO-UNIT CONDOMINIUM PLAT.** Declaration of Condominium Plat application by Randall R. Holterman, Trustee, Raymond and Carol Holterman Revocable Trust, for conversion of an attached, two-family residence into a two-unit condominium (The 7930-32 S. 68th St. Condominiums) with approximately 2,000 square feet of living area in each unit, for property zoned R-7 Two-Family Residence District, located at 7930 South 68th Street; Tax Key No. 805-9989-006.
  
4. **UNIFIED DEVELOPMENT ORDINANCE UPDATE/REVISION PROJECT.**

#### 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 18, 2021

**City of Franklin  
Plan Commission Meeting  
January 7, 2021  
Minutes**

unapproved

**A. Call to Order and Roll Call**

Mayor Steve Olson called the January 7, 2021, regular Plan Commission meeting to order at 7:00 p.m. in the Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

Present were Mayor Steve Olson, Commissioners Patrick Leon, Patricia Hogan and Adam Burckhardt and Alderman Mark Dandrea. Excused was City Engineer Glen Morrow. Also present were Planning Manager Heath Eddy and Associate Planner Marion Ecks. Commissioner Kevin Haley participated remotely.

**B. Approval of Minutes**

1. Regular Meeting of December 17, 2020

Commissioner Leon moved and Commissioner Hogan seconded approval of the December 17, 2020 regular meeting minutes. On voice vote, all voted 'aye'. Motion carried (5-0-1).

**C. Public Hearing Business Matters**

1. **BIGGBY COFFEE FRANCHISE WITH A DRIVE THROUGH.** Special Use and Site Plan Amendment applications by Cream City Ventures, LLC, to operate a Biggby Coffee franchise with a drive through (a new drive-thru window is proposed on the southern façade of the existing building) [eating places with a drive through require Special Use approval] at 7700 South Lovers Lane Road (unit 100, a vacant space), and a Site Plan Amendment to allow for site improvements, including a new menu board, order confirmation speaker, pavement markings and an order pick-up window (the site was originally designed with a drive lane), property zoned CC City Civic Center District; Tax Key No. 794-9999-006.

Associate Planner Marion Ecks presented the request by Cream City Ventures, LLC, to operate a Biggby Coffee franchise with a drive through (a new drive-thru window is proposed on the southern façade of the existing building) [eating places with a drive through require Special Use approval] at 7700 South Lovers Lane Road (unit 100, a vacant space), and a Site Plan Amendment to allow for site improvements, including a new menu board, order confirmation speaker, pavement markings and an order pick-up window (the site was originally designed with a drive lane), property zoned CC City Civic Center District; Tax Key No. 794-9999-006

The Official Notice of Public hearing was read in to the record by Planning Manager Heath Eddy and the Public Hearing was opened at 7:05 p.m. and closed at 7:05 p.m.

**Special Use**

Commissioner Leon moved and Commissioner Burckhardt seconded a motion a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use to operate a Biggby Coffee franchise with a drive-up window out of an existing vacant space (unit 100) within a multi-tenant building located at 7700 South Lovers Lane Road. On voice vote, all voted 'aye'. Motion carried (5-0-1).

**Site Plan**

Commissioner Hogan moved and Commissioner Leon seconded a motion to approve a Resolution amending the Site Plan for property located at 7700 South Lovers Lane Road (unit 100) to allow for site improvements to accommodate the operation of a Biggby Coffee franchise (Tax key No. 794-9999-006). On voice vote, all voted 'aye'. Motion carried (5-0-1).

**D. Business Matters****1. THE LEARNING EXPERIENCE DAYCARE FACILITY SIGNAGE.**

Master Sign Program application by Gary Wendt, Bradford Franklin II LLC, Franklin-Wyndham, LLC, property owner, to allow for the removal of the property from the Master Sign Program, which will then allow for and permit the following: [the changes apply only to the proposed The Learning Experience development on Outlot 4 of the Shoppes at Wyndham Village development]: allowance for a larger wall sign, allowance for a channel sign as follows: manufactured by an alternate vendor; with multi-colored channel lettering; with color variation of more than one color in the logo portion of the sign; with aluminum backs and returns and mounting directly to the façade rather than to a raceway, and to allow for black, non-illuminated acrylic wall sign text and multicolor, non-illuminated painted plywood and acrylic signage on three sides of the entryway columns (44 square foot building wall sign/tenant identification sign; 16 square foot column-mounted colored blocks; 32 square foot monument sign) [applicants received approval for a Special Use and Site Plan for the property on December 3, 2019 and as a condition of the approvals, requirement to request amendment of the Master Sign Program to allow for multicolor signage and to allow for a different vendor for sign production], for property zoned CC City Civic Center District, located at 9651 West Drexel Avenue (The Shoppes at

Associate Planner Marion Ecks presented the request by Gary Wendt, Bradford Franklin II LLC, Franklin-Wyndham, LLC, property owner, to allow for the removal of the property from the Master Sign Program, which will then allow for and permit the following: [the changes apply only to the proposed The Learning Experience development on Outlot 4 of the Shoppes at Wyndham Village development]: allowance for a larger wall sign, allowance for a channel sign as follows: manufactured by an alternate vendor; with multi-colored channel lettering; with color variation of more than one color in the logo portion of the sign; with aluminum backs and returns and mounting directly to the façade rather than to a raceway, and to allow for black, non-illuminated acrylic wall sign text and multicolor, non-illuminated painted plywood and acrylic signage on three sides of the entryway columns (44 square foot building wall sign/tenant identification sign; 16 square foot column-mounted colored blocks; 32 square foot monument sign) [applicants received approval for a Special Use and Site Plan for the property on December 3, 2019 and as a condition of the approvals, requirement to request amendment of the Master Sign Program to allow for multicolor signage and to allow for a different vendor for sign production], for property zoned CC City Civic Center District, located at 9651 West Drexel Avenue (The Shoppes at Wyndham Village); Tax Key No. 794-9999-009.

Commissioner Leon moved and Commissioner Hogan seconded a motion to approve a Resolution approving an amendment to the Master Sign Program for the Shoppes at Wyndham Village commercial retail center to allow for The Learning Experience daycare signage (9651 West Drexel Avenue). On voice vote, all voted 'aye'. Motion carried (5-0-1).

Wyndham Village); Tax Key No. 794-9999-009.

**2. OAKES ESTATES SINGLE-FAMILY RESIDENTIAL SUBDIVISION LAND COMBINATION AND STORMWATER EASEMENT**

**RELOCATION.** Land Combination and Affidavit of Correction applications by Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, to merge lots 10 and 11 in Oakes Estates Subdivision and to relocate a 20' stormwater drainage easement between these lots, to the north line of Lot 10, along West Warwick Way, to create a larger building pad (for future construction of a residence) without the stormwater drainage easement running through the middle of the pad, properties located at 7460 South Cambridge Drive, 8881 West Warwick Way and 7486 South Cambridge Drive, zoned R-3E Suburban/Estate Single-Family Residence District; Tax Key Nos. 754-0080-000 and 754-0081-000.

Associate Planner Marion Ecks presented the request by Maxwell J. Oakes and Daniel D. Oakes-Oakes Estates LLC, to merge lots 10 and 11 in Oakes Estates Subdivision and to relocate a 20' stormwater drainage easement between these lots, to the north line of Lot 10, along West Warwick Way, to create a larger building pad (for future construction of a residence) without the stormwater drainage easement running through the middle of the pad, properties located at 7460 South Cambridge Drive, 8881 West Warwick Way and 7486 South Cambridge Drive, zoned R-3E Suburban/Estate Single-Family Residence District; Tax Key Nos. 754-0080-000 and 754-0081-000.

Commissioner Leon moved and Commissioner Burckhardt seconded a motion to recommend approval of a Resolution conditionally approving a Land Combination and an Affidavit of Correction to relocate a 20' storm water drainage easement for Tax Key Nos. 754-0080-000 and 754-0081-000 (7460 South Cambridge Drive, 8881 West Warwick Way and 7486 South Cambridge Drive (lots 10 and 11 of the Oakes Estates Subdivision)). On voice vote, all voted 'aye'. Motion carried (5-0-1).

**E. Adjournment**

Commissioner Hogan moved and Alderman Dandrea seconded a motion to adjourn the Plan Commission meeting of January 7, 2021 at 7:56 p.m. On voice vote, all voted 'aye'; motion carried. (5-0-1).



REPORT TO THE PLAN COMMISSION

Meeting of February 4, 2021

Site Plan

RECOMMENDATION: Department of City Development staff recommends approval of the proposed Site Plan.

Table with 2 columns: Field Name and Value. Fields include Project Name, General Project Location, Property Owner, Applicant, Agent, Current Zoning, 2025 Comprehensive Plan, Use of Surrounding Properties, Applicant's Action Requested, and Staff.

INTRODUCTION:

Site Plan application to allow for a new sanitary lift station, including: lift station building, below-grade wet well, asphalt driveway, landscaping and site lighting. The Engineering Department has determined that the existing below grade lift station requires replacement.

The existing lift station is located within the right-of-way while the new station would be located 150 feet south on property currently owned by Zeta Company, LLP. A Certified Survey Map (CSM) may be prepared in the future to create a separate parcel for the lift station and an easement for the drainage ditch along the south property line.

PROJECT DESCRIPTION AND ANALYSIS:

The site is located in Planned Development District (PDD) No. 7 also known as Franklin Industrial Park regulated by Ordinance 85-864, a lift station is a permitted use in this district under the Public Community Service Use category. The lift station building would comply with the setback requirements of this district for the new lot to be created later by CSM: front yard, 30 feet; side yard, 10 feet and rear yard, 25 feet. However, the minimum lot area is 1 acre per Section 12.10(9) of the PDD Ordinance. Therefore, a land division variance will be required concurrently with the CSM to create a new lot for the lift station.

The landscape plan (L100) depicts landscape screening between the lift station building and S. 60th Street as well as south of the driveway. It is worth noting that the PDD Ordinances does not have specific landscape requirements for this type of use.

The site will not have off-street parking spaces other than the driveway itself which is not contrary to the PDD ordinance because parking requirements are based on quantity of employees. Additionally, parking stalls marking is not required for less than five spaces.

The Wisconsin Department of Natural Resources (DNR) determined that the wetland on site is exempt from state wetland regulations (see determination dated December 2, 2020) and the US Army Corp of Engineers notified that no application is required for this project (see letter dated December 21, 2020).

With regards to staff review comments sent on January 5, 2021, the applicant has addressed all comments, including changes to the north and west building elevations, and exterior materials. See building elevations dated January 18, 2021. The exterior materials and colors are similar to those of the fire station located at 9911 S. 60<sup>th</sup> Street.

**STAFF RECOMMENDATION:**

Pursuant to Section 3 of Ordinance 85-864, all buildings in Planned Development District No. 7 need approval of the Industrial Development Commission (now Economic Development Commission) and Plan Commission. The Economic Development Commission recommended approval of this Site Plan at its January 25, 2021, regular meeting.

City Development staff recommends approval of the proposed Site Plan, subject to the conditions in the attached draft resolution.

## RESOLUTION NO. 2021-\_\_\_\_\_

A RESOLUTION APPROVING A SITE PLAN FOR CONSTRUCTION OF A  
NEW LIFT STATION TO REPLACE THE EXISTING MUNICIPAL SANITARY  
LIFT STATION IN THE CITY OF FRANKLIN INDUSTRIAL PARK  
(5801 WEST FRANKLIN DRIVE)  
(CITY OF FRANKLIN, APPLICANT,  
ZETA COMPANY, LLP, PROPERTY OWNER)

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WHEREAS, the City of Franklin having applied for approval of a proposed site plan to allow for the construction (replacement) of a new municipal sanitary lift station, including a lift station building (approximately 736 square feet), below grade wet well, asphalt driveway, landscaping and site lighting, located at 5801 West Franklin Drive, in the City of Franklin Industrial Park [the existing lift station is located within the right-of-way of South 60th Street, while the new station would be located 150 feet south on property currently owned by Zeta Company, LLP [the City of Franklin Economic Development Commission has recommended approval of the Site Plan at its meeting on January 25, 2021] [n.b. note the City of Franklin has commenced negotiations with the property owner to purchase an approximately 0.470 acre parcel]]; and

WHEREAS, the Plan Commission having reviewed such proposal and having found same to be in compliance with the applicable terms and provisions of §15-3.0421 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 the construction (replacement) of a new municipal sanitary lift station, including a lift station building (approximately 736 square feet), below grade wet well, asphalt driveway, landscaping and site lighting, as depicted upon the plans dated January 18, 2021, attached hereto and incorporated herein, is hereby approved, subject to the following terms and conditions:

1. The property subject to the Site Plan shall be developed in substantial compliance with, and operated and maintained pursuant to the Site Plan for the City of Franklin Industrial Park sanitary lift station construction (replacement) dated January 18, 2021, 2020.
2. The City of Franklin, successors and assigns, and any developer of the City of Franklin Industrial Park sanitary lift station construction (replacement) 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



CITY OF FRANKLIN – SITE PLAN  
RESOLUTION NO. 2021-\_\_\_\_\_

Page 2

Franklin, for the City of Franklin Industrial Park sanitary lift station construction (replacement) project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19 of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

3. The approval granted hereunder is conditional upon the City of Franklin Industrial Park sanitary lift station construction (replacement) project located at 5801 West Franklin Drive (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. That the City of Franklin Industrial Park sanitary lift station construction (replacement) project shall be developed and constructed pursuant to such Site Plan 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.
5. This resolution is not approving the property lines depicted in the plans submitted for this application. Any land division should be permitted separately by a Certified Survey Map.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

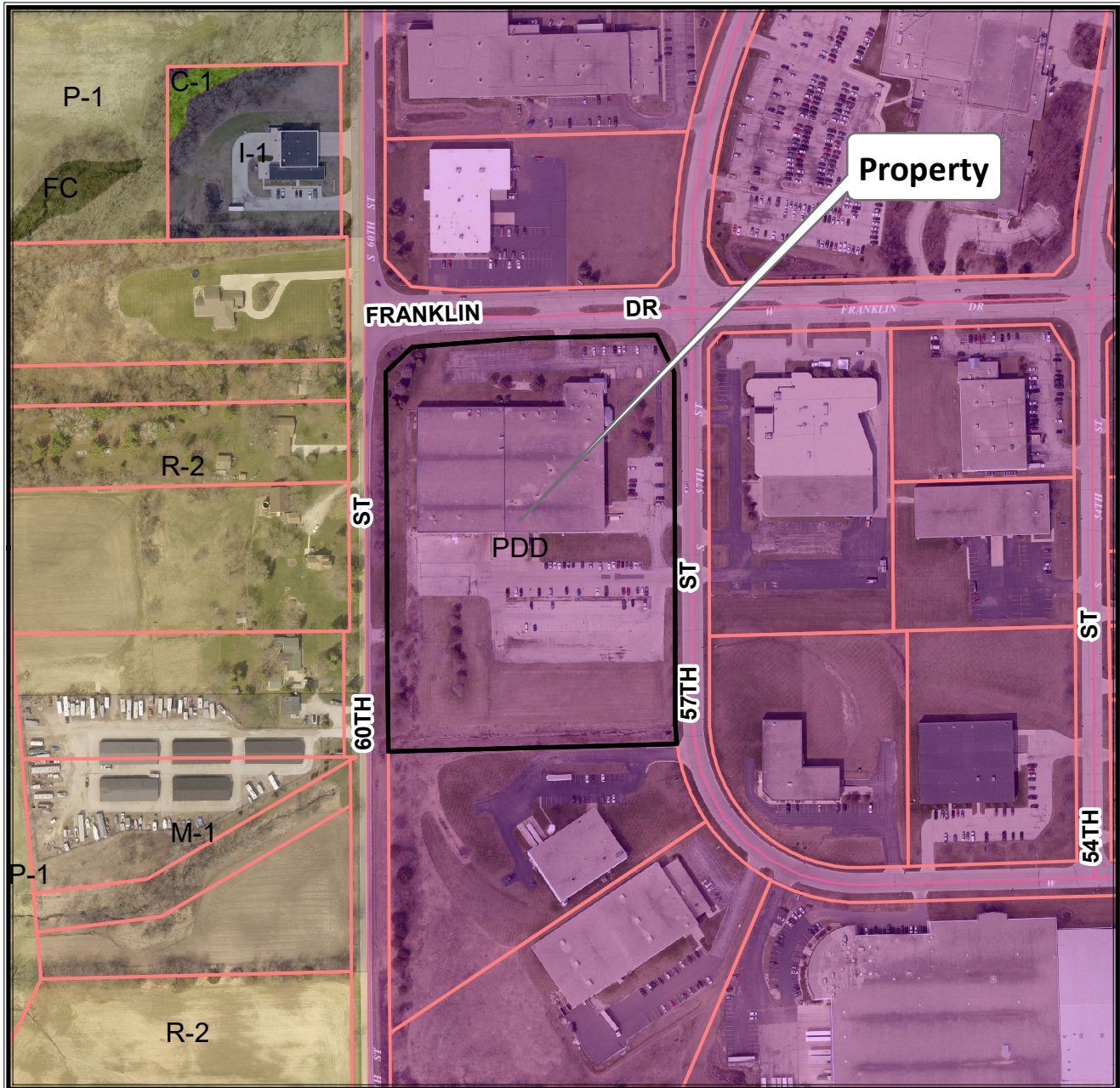
\_\_\_\_\_  
Stephen R. Olson, Chairman

ATTEST:

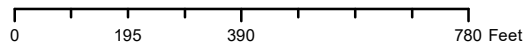
\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

5801 W. Franklin Drive  
TKN: 931 0006 001

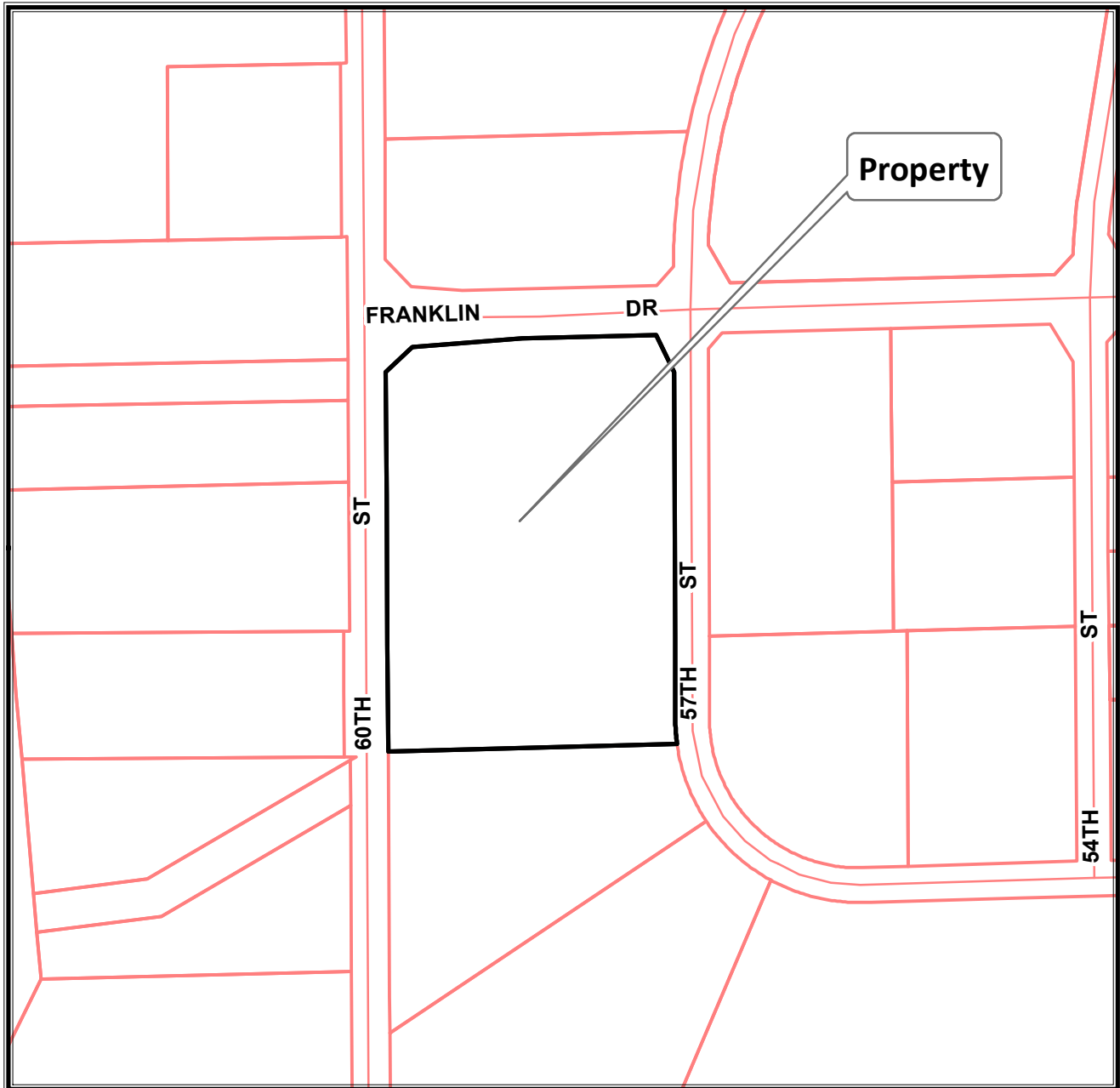


**Planning Department**  
**(414) 425-4024**

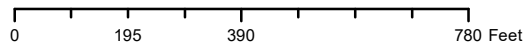


*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

5801 W. Franklin Drive  
TKN: 931 0006 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.*



## MEMORANDUM

Date: January 5, 2021

To: James A. Lisak. GRAEF-USA, Inc.

From: City of Franklin, Department of City Development

RE: Application for Site Plan – 5801 W Franklin Dr (S 60<sup>th</sup> Street sanitary lift station)

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Please be advised that City Staff has reviewed the above application received on December 16, 2020. Department comments are as follows:

### **City Development Department Comments**

1. Pursuant to the Unified Development Ordinance (UDO) Section 15-7.0103, please add architect and/or engineer's name, address and seal to the plan sheets.
2. Please correct the elevation titles in sheet A-201. The "west elevation" should be the east elevation and vice versa.
3. Please keep shade trees and coniferous trees at least 10 feet away from the gravity sewer and force main for future maintenance purposes, measured horizontally. This setback does not apply to shrubs, perennials or grasses.
4. This site is located in Planned Development District No. 7 (Franklin Industrial Park) regulated by Ordinance 85-864 (attached), so the following comments apply:
  - A. Per Section 3, all buildings in this district need approval of the Industrial Development Commission (now Economic Development Commission) and Plan Commission.
  - B. Pursuant to Section 11 "Architectural Control and Appearance", "the front of all buildings, that is the side facing the street on which the building is deemed to front, shall be faced with concrete or brick masonry, stone, or other material approved by the Industrial Development Commission". City Development staff recommends to use the materials noted above as the principal material along the west elevation facing 60<sup>th</sup> Street. Additionally, please provide exterior materials and color samples as part of the resubmittal.
  - C. For future reference, note that the minimum lot area in this district is 1 acre per Section 12.10(9). Therefore, a land division variance will be required concurrently with the Certified Survey Map to create a new lot for the lift station.
5. Since a residential zoning district is located across 60<sup>th</sup> street, City Development staff suggests a gable or hip roof instead of a flat roof. This comment is optional as it is not specifically required by the Unified Development Ordinance or the Planned Development District ordinance.

### **Fire Department Comments**

6. The fire department has no comments at this time.

**Engineering Department Comments**

7. No comments. No comments on this proposal. However, submittal of the plat of survey is necessary for a building permit application.

Note: Engineering plans are still in the review process.

**Inspection Services Department Comments**

8. Inspection Services has no comments on the subject proposal at this time. We will work with the City Engineer regarding permits and inspections.

**Police Department Comments**

9. The Franklin Police Department has no issues or concerns with this project.

Date of Application: \_\_\_\_\_

## SITE PLAN / SITE PLAN AMENDMENT APPLICATION

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

<p><b>Applicant (Full Legal Name[s]):</b>                  Name: _____                  Company: _____                  Mailing Address: _____                  City / State: _____ Zip: _____                  Phone: _____                  Email Address: _____</p> <p><b>Project Property Information:</b>                  Property Address: _____                  Property Owner(s): _____                  _____                  Mailing Address: _____                  City / State: _____ Zip: _____                  Email Address: _____</p>	<p><b>Applicant is Represented by: (contact person)(Full Legal Name[s])</b>                  Name: _____                  Company: _____                  Mailing Address: _____                  City / State: _____ Zip: _____                  Phone: _____                  Email Address: _____</p> <p>Tax Key Nos: _____                  _____                  Existing Zoning: _____                  Existing Use: _____                  Proposed Use: _____                  Future Land Use Identification: _____</p>
<p>*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <a href="http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm">http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm</a></p>	

**Site Plan/Site Plan Amendment 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:
  - 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).
- Legal Description for the subject property (WORD.doc or compatible format). **Not applicable**
- Seven (7) complete **collated** sets of Application materials to include:
  - One (1) original and six (6) copies of a written Project Summary, *including description of any new building construction and site work, interior/exterior building modifications or additions to be made to property, site improvement costs, estimate of project value and any other information that is available.*
  - Seven (7) **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 15-5.0402 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, etc.)*
  - Reduced size (11"x17") copies of the Site Plan/Site Plan Amendment package will be at Planning staff recommendation, if applicable.*
- One colored copy (11"x17") of the building elevations, if applicable.
- One copy of the Site Intensity and Capacity Calculations, if applicable (see Division 15-3.0500 of the UDO). **Not applicable**
- Three copies of the Natural Resource Protection report, if applicable (see Section 15-7.0103Q of the UDO). **Not applicable**
- Email (or CD ROM) with all plans/submittal materials. *Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).*

- Upon receipt of a complete submittal, staff review will be conducted within ten business days. Additional materials may be required.
- Site Plan/Site Plan amendment requests require Plan Commission or Community Development Authority review and approval.

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

\_\_\_\_\_  
Name & Title (PRINT)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature - Applicant

\_\_\_\_\_  
Name & Title (PRINT)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature - Property Owner

\_\_\_\_\_  
Name & Title (PRINT)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature - Applicant's Representative

\_\_\_\_\_  
Name & Title (PRINT)

Date: \_\_\_\_\_



collaborāte / formulāte / innovāte

## PROJECT NARRATIVE

**TO:** Franklin Planning Department

**FROM:** James A. Lisak, P.E.

**DATE:** December 3, 2020

**SUBJECT:** Franklin South 60<sup>th</sup> Street Industrial Park Sanitary Lift Station

The City of Franklin Engineering Department has determined that the existing municipal sanitary lift station located on South 60<sup>th</sup> Street approximately 650 feet south of W Franklin Drive has reached its useful life and requires replacement. The sanitary lift station tributary area is primarily the commercial and industrial properties within the Franklin Industrial Park, as well as residential lots on the west side of South 60<sup>th</sup> Street and north side of Oakwood Road.

The existing sanitary lift station is comprised of two below grade structures, a 10-foot diameter concrete wet well which accepts wastewater from tributary sanitary sewers, and a 9-foot diameter metal pump station with 20 horsepower pumps and piping. The existing pump controls are located above grade. The site is accessed by an asphalt driveway. The existing lift station and force main are located within the right-of-way of South 60<sup>th</sup> Street.



The existing sanitary lift station must remain active to serve its tributary area during the construction of the new sanitary lift station. This is accomplished by constructing the new sanitary lift station approximately 150 feet south of the existing lift station. Once the new lift station is complete and operational, wastewater will be conveyed to the new lift station via a 24-inch gravity sanitary sewer, and the new pump discharge reconnected to the existing 12-inch sanitary force main.

The project parcel is property currently owned by the Zeta Company, with an address of 5801 W Franklin Drive, and a tax key number of 931 0006 001. The City of Franklin has started negotiations with the property owner to purchase a parcel of approximately 0.470 acres. A Certified Survey Map (CSM) will be prepared for this purchase, which will include an easement on the south side to maintain the Franklin Industrial Park drainage ditch.

The site will consist of an asphalt driveway for access and facilities relate to the lift station operation. Landscaping is proposed on the site to complement the facility and provide some level of screening from the neighboring facilities. Site lighting will be located on the west façade adjacent to the access doors, and a site light pole adjacent to the wet well is provided for maintenance. The site light pole will be operated as needed basis, via a switch within the facility.

The new lift station will consist of two structures, an above grade Lift Station and a below grade wet well. The above grade lift station will be approximately 736 square feet and constructed of masonry block walls veneered with EIFS and EIFS brick, and metal deck roofing abutting a masonry parapet wall. The building will be classified as Type IIB, non-combustible, unprotected. Access into the facility is by one 6-foot wide double entrance door and a 10-foot wide garage door. The facility will be comprised of two rooms, one space that houses the process piping and pump control panels, and another space that houses a diesel-fueled, 100kW standby generator and electrical equipment. A generator air intake louver will be located on the north façade of the facility. A generator exhaust louver, exhaust pipe, fuel tank fill box, and normal and emergency vent piping will be located on the east façade of the facility.

The below grade wet well consists of two chambers. The wastewater influent enters a headworks structure that includes a grinder channel and bypass channel. The grinder cuts sizeable wood, paper and plastic items down to a size that can be passed by the pumps. Wastewater then flows into the primary well that houses the submersible pumps. Three submersible wastewater pumps are utilized to convey flow to another section of the municipal sanitary sewer system. Each submersible pump includes a removal system that allows the City to remove the pumps and perform maintenance without entering the structure. Jib cranes are provided for removal of equipment, and as a device for maintenance personal safely enter the below grade structure if needed.

### Soil Investigation

A geotechnical investigation has been completed for the project. Soil borings were completed on October 15, 2020, with a Geotechnical Engineering Report completed and submitted on November 10, 2020. In general the soil profile includes a surficial topsoil layer of 10 to 14 inches thick, a sandy lean clay or organic sandy clay fill layer of 3.5 to 6 feet thick, and a native lean clay layer with occasional



native sandy silt or clayey sand intermixed. Groundwater was observed to be approximately 18.5 feet to 23.5 feet below the ground surface during drilling.

### Wetland Investigation

A wetland investigation and delineation was completed on October 8, 2020. Historical aerial images were reviewed to further understand the past land use of the site. The 1975 and 1985 images portrayed a farm field in the area of the north-south wetland ditch. Sometime between 1985 and 1995 the ditch area was regraded, and the rest of the site was built on for commercial/industrial uses. In the 1975 and 1985 images, wetland signatures are not present. The subsequent images reveal progressively more prominent wetland signatures. Based on grading and stormwater plans, the ditch was created to drain runoff from the parking lot and building directly north of the wetland. It is likely that the human alterations to the landscape allowed for the ponding of water and created the north-south wetland W-1. In addition to historic images, WWI, contour, and soil maps were reviewed with no evidence of wetland characteristics observed prior to these human modifications. Wetland signatures were also not observed on the historical USGS topography map.

The wetland is not believed to have a fish spawning habitat or provide passage to fish spawning habitat. Water quality and flood protection will not be impacted as the wetland will continue to flow in the same way post construction. Based on the summary of observations and desktop review of maps and images, it is our opinion that these wetlands were formed from human modification to the landscape and there is no definitive evidence of wetland or stream prior to 1991. Due to the stormwater drainage nature of this wetland, it is unlikely to provide fish spawning habitat or provide passage to fish spawning habitat.

GRAEF electronically submitted on October 30, 2020, an artificial wetland exemption request to both the Wisconsin Department of Natural Resources and the US Army Corp of Engineers. In accordance with UDO Section 15-4.0102J, the site would be exempt from wetland setbacks. An approved exemption letter was received from the Wisconsin DNR on December 2, 2020.

### Natural Resource Protection Plan

As defined in UDO sections 15-4.0100 and 15-11.0100, there are no natural resource features present on the site.



## MEMORANDUM

**TO:** City of Franklin, Department of City Development

**FROM:** James A. Lisak, P.E.

**DATE:** January 18, 2021

**SUBJECT:** Application for Site Plan – 5801 W Franklin Dr (S 60<sup>th</sup> Street Sanitary Lift Station)

Please note responses to comments received via memorandum dated January 5, 2021.

### City Development Department Comments

1. Pursuant to the Unified Development Ordinance (UDO) Section 15-7.0103, please add architect and/or engineer's name, address and seal to the plan sheets.  
**GRAEF Response: Please note the engineering firm name and address are located in the title block. An engineer's seal has been added to the plans.**
2. Please correct the elevation titles in sheet A-201. The "west elevation" should be the east elevation and vice versa.  
**GRAEF Response: Drawing elevations have been revised.**
3. Please keep shade trees and coniferous trees at least 10 feet away from the gravity sewer and force main for future maintenance purposes, measured horizontally. This setback does not apply to shrubs, perennials or grasses.  
**GRAEF Response: Drawing has been revised. A note has also been added indicating a separation requirement from trees.**
4. This site is located in Planned Development District No. 7 (Franklin Industrial Park) regulated by Ordinance 85-864 (attached), so the following comments apply:
  - A. Per Section 3, all buildings in this district need approval of the Industrial Development Commission (now Economic Development Commission) and Plan Commission.  
**GRAEF Response: Noted. EDC approval is scheduled for January 25, 2021.**
  - B. Pursuant to Section 11 "Architectural Control and Appearance", "the front of all buildings, that is the side facing the street on which the building is deemed to front, shall be faced with concrete or brick masonry, stone, or other material approved by the Industrial Development Commission". City Development staff recommends to use the materials noted above as the principal material along the west elevation facing 60<sup>th</sup> Street. Additionally, please provide exterior materials and color samples as part of the resubmittal.

GRAEF Response: Noted, all facades are brick exterior insulation and finish systems (EIFS). Product literature is at the end of this memo. Samples are being obtained from suppliers and will be delivered to the City prior to the meeting. Colors shown are representative of areas, final colors to be selected by City during shop drawing submittal.

- C. For future reference, note that the minimum lot area in this district is 1 acre per Section 12.10(9). Therefore, a land division variance will be required concurrently with the Certified Survey Map to create a new lot for the lift station.

GRAEF Response: Upon discussion with the Franklin Engineering Department and the current property owner, the City wishes to acquire no more land than is necessary for the facility so that the property owner has sufficient area for future expansion.

- 5. Since a residential zoning district is located across 60<sup>th</sup> street, City Development staff suggests a gable or hip roof instead of a flat roof. This comment is optional as it is not specifically required by the Unified Development Ordinance or the Planned Development District ordinance.

GRAEF Response: The roof type has been revised to a hip roof.

**Fire Department Comments**

- 6. The fire department has no comments at this time.

GRAEF Response: Noted.

**Engineering Department Comments**

- 7. No comments. No comments on this proposal. However, submittal of the plat of survey is necessary for a building permit application. Note: Engineering plans are still in the review process.

GRAEF Response: Noted. GRAEF has received comments from the Engineering Department and working to incorporate those into the construction documents.

**Inspection Services Department Comments**

- 8. Inspection Services has no comments on the subject proposal at this time. We will work with the City Engineer regarding permits and inspections.

GRAEF Response: Noted

**Police Department Comments**

- 9. The Franklin Police Department has no issues or concerns with this project.

GRAEF Response: Noted

## VERSATILE DESIGN CAPABILITY FOR ANY PROJECT.

NewBrick is available in 16 standard colors and four standard blends so you can create looks that run from traditional to modern. Custom colors and blends are available for your project's specifications.



**Cannon Dawn** | 985BST



**Castle Wall** | 930BST



**Citadel** | 940BST



**Country Cottage** | 915BST



**Earthen Vessel** | 935BST



**Gatehouse** | 910BST



**Harbor Side** | 920BST



**Heritage House** | 965BST



**Homeland** | 950BST



**Patriot Red** | 970BST



**Provincial Park** | 960BST



**Riverbank** | 900BST



**Rustic Villa** | 945BST



**School Yard** | 925BST



**Town Square** | 980BST



**Valley Field** | 975BST

### BLEND S



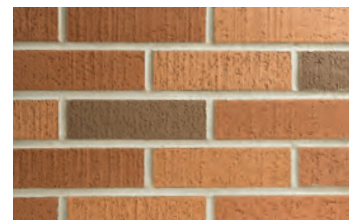
**Corinth** (60% Heritage House Flashed, 30% Heritage House, 10% Riverbank)



**Georgetown** (60% Heritage House, 30% Valley Field, 10% Riverbank)



**Littleton** (50% Provincial Park, 50% Country Cottage)



**Rockland** (60% Provincial Park, 30% Country Cottage, 10% Riverbank)

Colors shown should be considered approximate of actual NewBrick colors. Some natural variations will be apparent with the product relating to selected color, texture and lighting. A field installed mock-up should be required for every project to confirm design intent of color and texture.



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Cincinnati, OH

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Similar to brick, limestone is another heavy material from a bygone era that is energy intensive to harvest, shape and transport. Limestone finish by Dryvit, however, is not. Limestone finish is comprised of natural minerals, blended with 100% acrylic polymers and long-lasting pigments, and is readily available in an infinite color selection.

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A full Limestone brochure can be obtained on our website at [dryvit.com](http://dryvit.com).



#### Limestone

On larger wall surfaces, EPS shapes and aesthetic reveals are commonly used to yield a realistic limestone effect.



#### Tuscan Glaze over Limestone Finish

Limestone is the perfect finish on which to apply Dryvit Tuscan Glaze – resulting in an old-world plaster appearance.



#### Brick Veneer Limestone

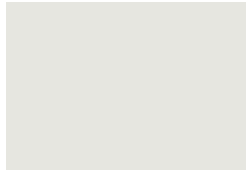
The smooth Limestone finish complements Dryvit's Brick Veneer – the better brick.



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BONE WHITE (REGAL WHITE)



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DARK BRONZE



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(DARK BRONZE)



MIDNIGHT BRONZE\*



AGED BRONZE\*



MANSARD BROWN



BLACK (MATTE BLACK)



CITYSCAPE (DOVE GRAY)



SLATE GRAY



GRANITE\*

L



MUSKET GRAY\*



CHARCOAL\*



IRON ORE (CHARCOAL GRAY)



HEMLOCK GREEN



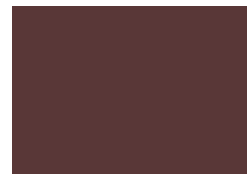
PATINA GREEN



FOREST GREEN



HARTFORD GREEN



BURGUNDY



COLONIAL RED



TERRA COTTA



CARDINAL RED\*  
(BRILLIANCE RED)



TEAL\*



MILITARY BLUE (SLATE BLUE)



PACIFIC BLUE



INTERSTATE BLUE\*  
(DEEP BLUE SEA)



AWARD BLUE\*



SILVER (BRIGHT SILVER) P



ZINC\* P



WEATHERED ZINC P  
(PREWEATHERED GALVALUME)



CHAMPAGNE P



COPPER PENNY P  
(METALLIC COPPER)



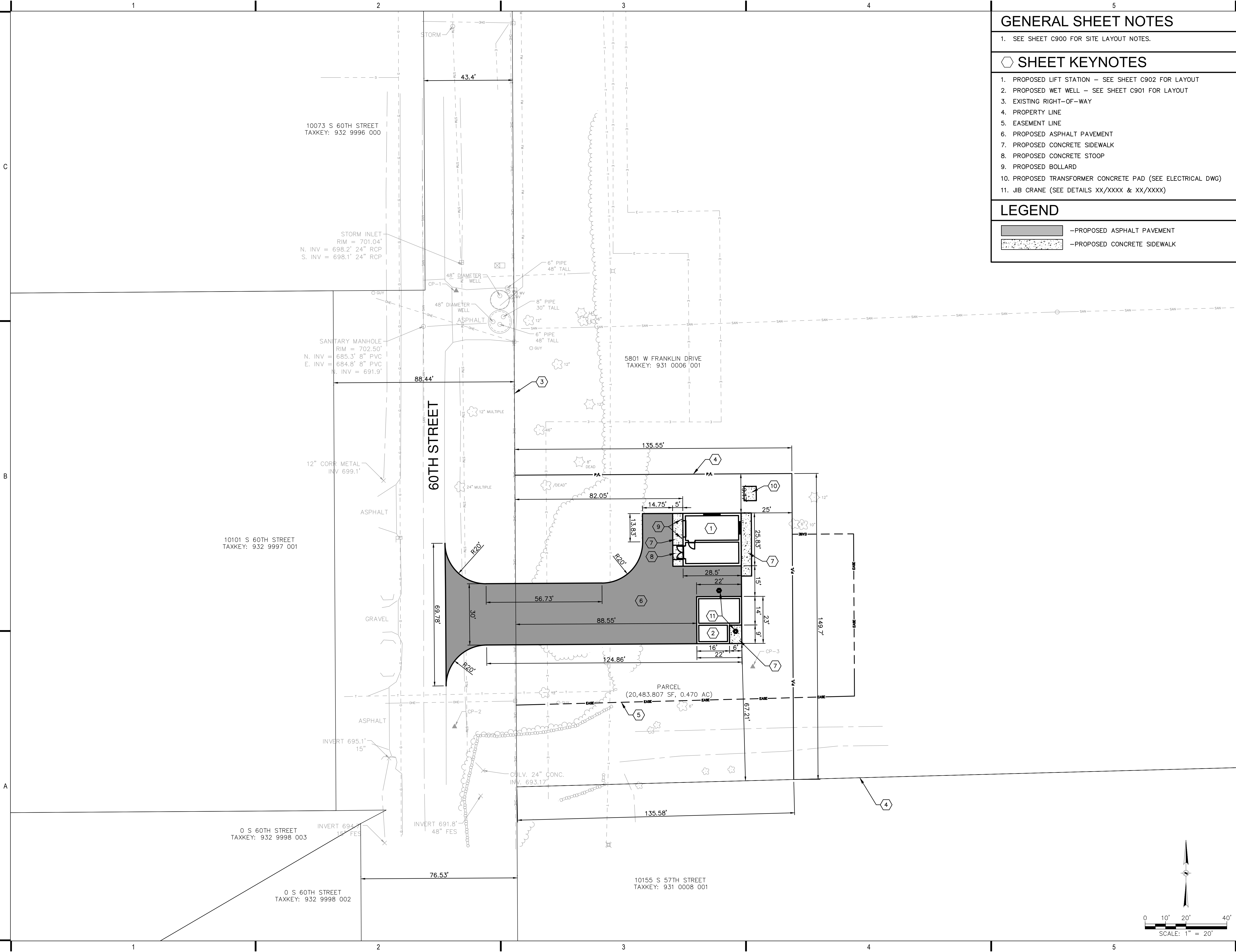
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DREXLUME™ M

( ) = PREVIOUS COLOR  
P = PREMIUM  
M = MILL FINISH  
L = LOW GLOSS COLOR  
\* = NEW COLOR

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### GENERAL SHEET NOTES

1. SEE SHEET C900 FOR SITE LAYOUT NOTES.
2. PROPOSED WET WELL - SEE SHEET C901 FOR LAYOUT
3. EXISTING RIGHT-OF-WAY
4. PROPERTY LINE
5. EASEMENT LINE
6. PROPOSED ASPHALT PAVEMENT
7. PROPOSED CONCRETE SIDEWALK
8. PROPOSED CONCRETE STOOP
9. PROPOSED BOLLARD
10. PROPOSED TRANSFORMER CONCRETE PAD (SEE ELECTRICAL DWG)
11. JIB CRANE (SEE DETAILS XX/XXXX & XX/XXXX)

### LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK



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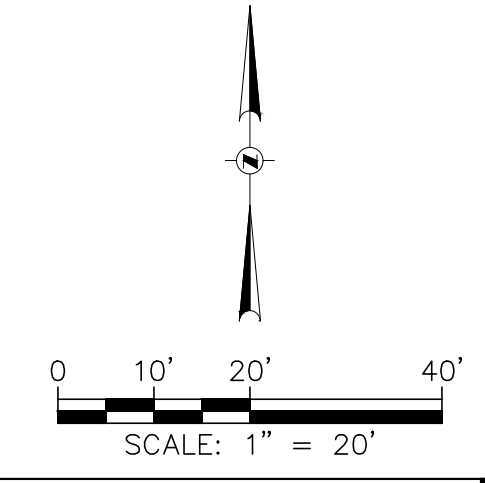
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 CITY OF FRANKLIN  
 SOUTH 60TH STREET INDUSTRIAL  
 PARK SANITARY LIFT STATION

ISSUE:  
 NO. DATE REVISIONS BY

PROJECT INFORMATION:  
 PROJECT NUMBER: 2020-0296.00  
 DATE: 01/18/2021  
 DRAWN BY: TRY  
 CHECKED BY: JAL  
 APPROVED BY: PRE  
 SCALE: AS NOTED

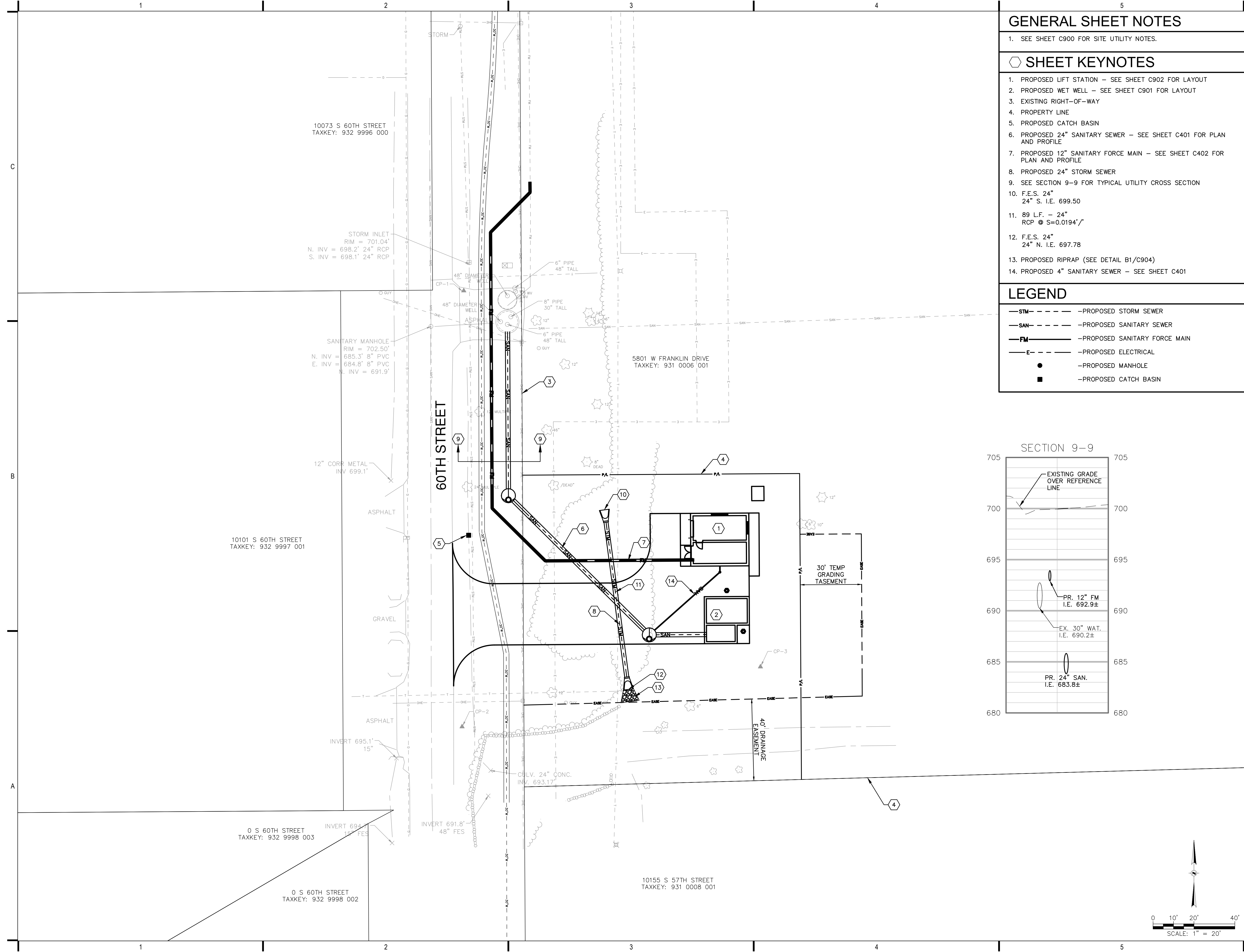
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SITE LAYOUT PLAN

SHEET NUMBER:



# C200

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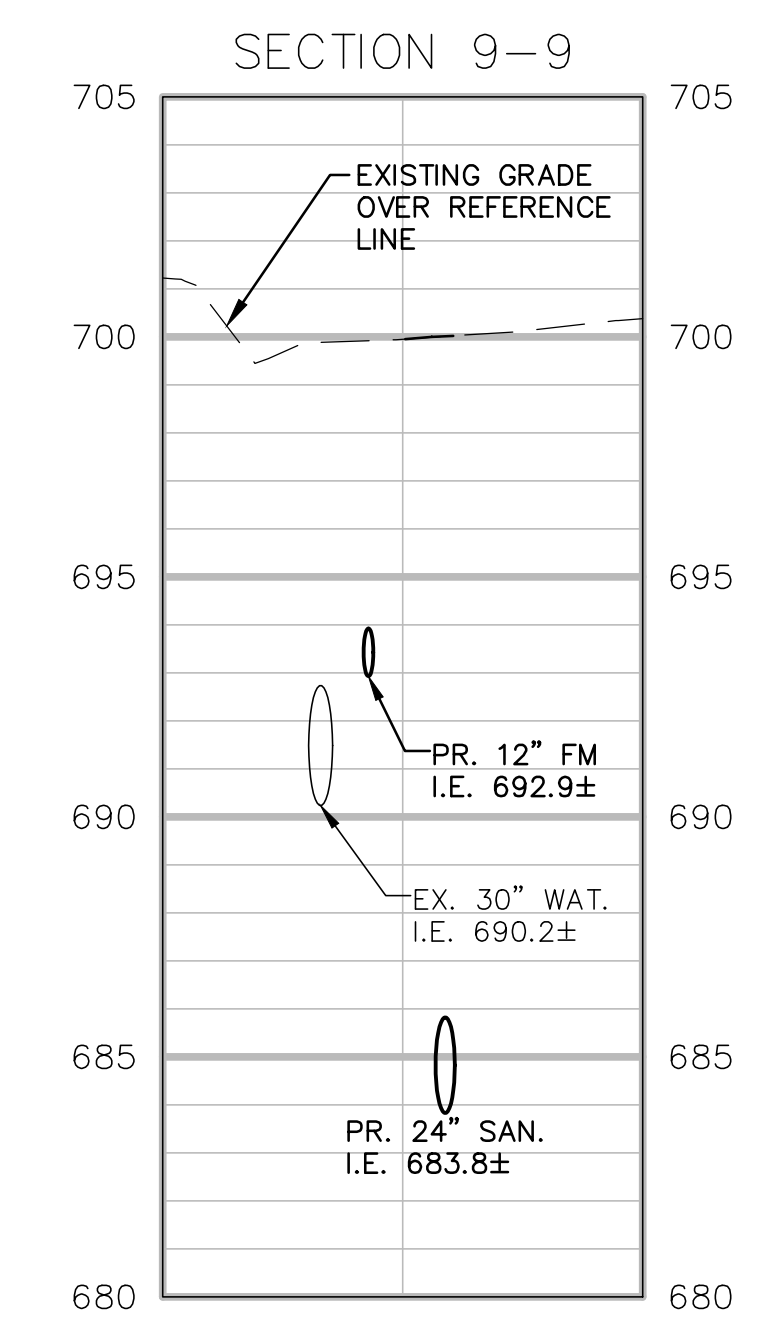


### GENERAL SHEET NOTES

- SEE SHEET C900 FOR SITE UTILITY NOTES.
- PROPOSED LIFT STATION - SEE SHEET C902 FOR LAYOUT
- PROPOSED WET WELL - SEE SHEET C901 FOR LAYOUT
- EXISTING RIGHT-OF-WAY
- PROPERTY LINE
- PROPOSED CATCH BASIN
- PROPOSED 24" SANITARY SEWER - SEE SHEET C401 FOR PLAN AND PROFILE
- PROPOSED 12" SANITARY FORCE MAIN - SEE SHEET C402 FOR PLAN AND PROFILE
- PROPOSED 24" STORM SEWER
- SEE SECTION 9-9 FOR TYPICAL UTILITY CROSS SECTION
- F.E.S. 24" 24" S. I.E. 699.50
- 89 L.F. - 24" RCP @ S=0.0194'/
- F.E.S. 24" 24" N. I.E. 697.78
- PROPOSED RIPRAP (SEE DETAIL B1/C904)
- PROPOSED 4" SANITARY SEWER - SEE SHEET C401

### LEGEND

- STM--- PROPOSED STORM SEWER
- SAN--- PROPOSED SANITARY SEWER
- FM--- PROPOSED SANITARY FORCE MAIN
- - - - - PROPOSED ELECTRICAL
- PROPOSED MANHOLE
- PROPOSED CATCH BASIN



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FRANKLIN, WI 53132



PROJECT TITLE:  
CITY OF FRANKLIN  
SOUTH 60TH STREET INDUSTRIAL  
PARK SANITARY LIFT STATION

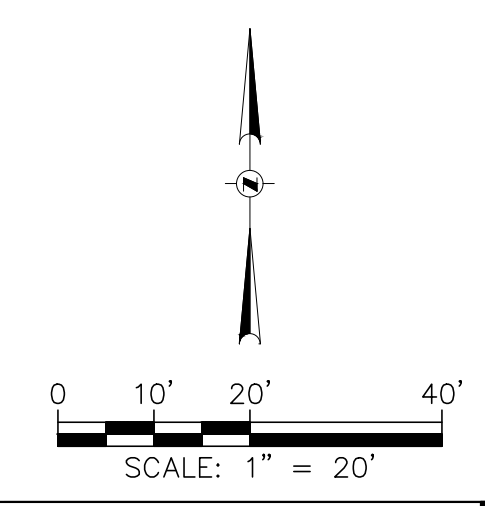
NO.	DATE	REVISIONS	ISSUE BY

PROJECT INFORMATION:  
 PROJECT NUMBER: 2020-0296.00  
 DATE: 01/18/2021  
 DRAWN BY: TRY  
 CHECKED BY: JAL  
 APPROVED BY: PRE  
 SCALE: AS NOTED

SHEET TITLE:  
SITE UTILITY PLAN

SHEET NUMBER:

# C400





FIXTURE SCHEDULE						
TYPE	DESCRIPTION	WATTS	LAMP TYPE	LAMP QTY.	MANUFACTURER	CATALOG NUMBER
D2	1X4' VAPORTIGHT INDUSTRIAL LED	38	LED - 4000K	W/FIX.	LITHONIA	FEM-L48-6000LM-IMACD-WD-120-GZ10-40K-80CRI
D3	1X2' VAPORTIGHT INDUSTRIAL LED	40	LED - 4000K	W/FIX.	METALLUX	FEM-L24-6000LM-IMACD-WD-120-GZ10-40K-80CRI
L1	WALL MOUNTED EXTERIOR LED W/DIMMING	66	LED-4000K	W/FIX.	MCGRRAW-EDISON	IST-AF-1200-LED-E1-T3-BZ-MS/DIM-L12
Y2	20' POLE MOUNTED LED FIXTURE - SINGLE HEAD	225	LED-4000K	W/FIX.	LITHONIA	CSX1-LED-60C-1000-40K-T3M-MVOLT-SPA-HS-DBBXD
Y2	20 FT ALUMINUM SQ. POLE, DARK BRONZE	N/A	N/A	N/A	LITHONIA	SSA-20-4G-DM19-DOB

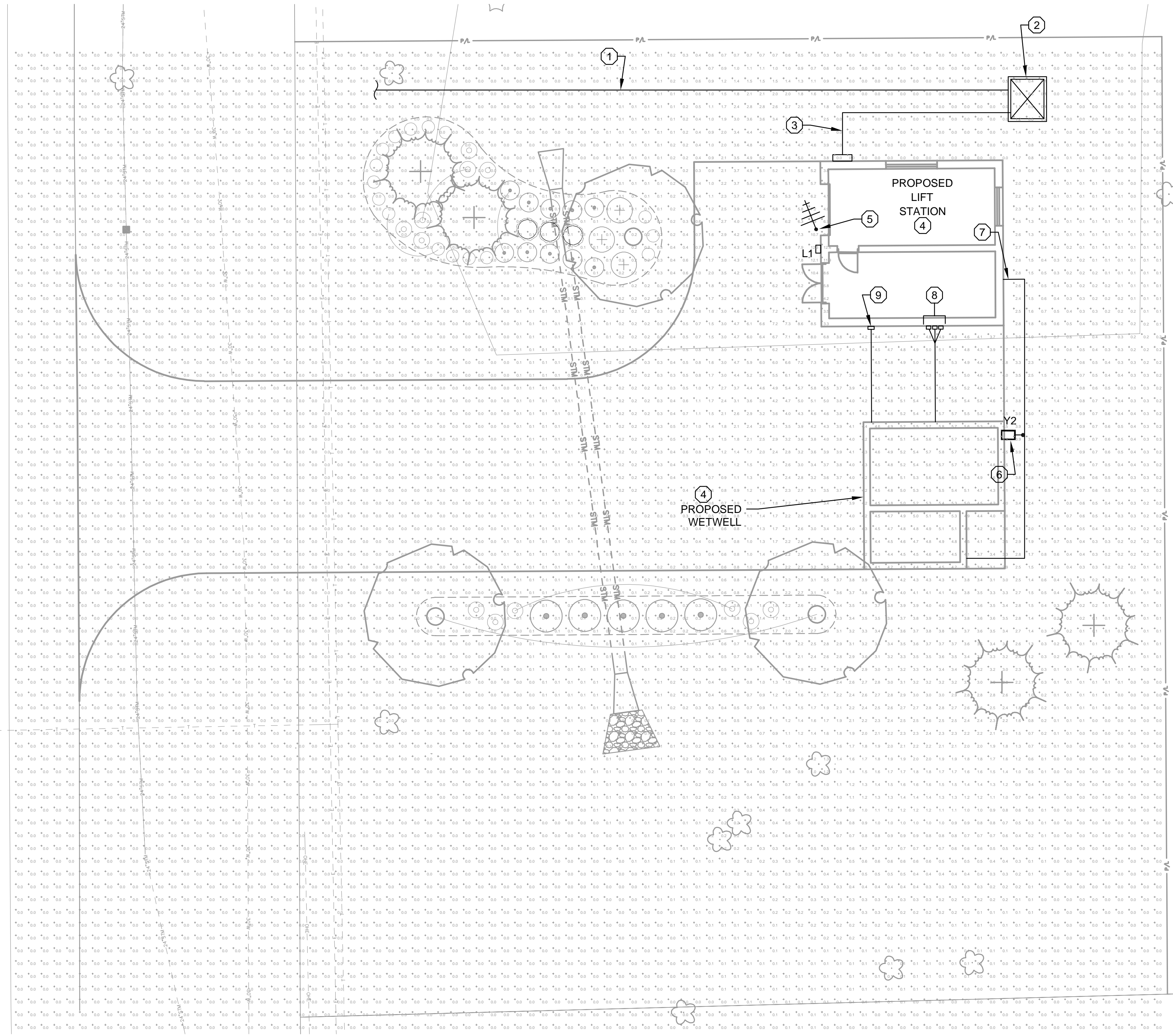
**GENERAL NOTES:**  
1. ALL FIXTURES SHALL BE UNIVERSAL VOLTAGE UNLESS OTHERWISE INDICATED.  
2. ALL LED FIXTURES SHALL BE DESIGNLIGHTS™ CONSORTIUM QUALIFIED.  
3. FIXTURES BY MANUFACTURERS OTHER THAN THOSE SHOWN IN THE SCHEDULE SHALL BE CONSIDERED EQUAL PROVIDED THEY ARE OF SIMILAR QUALITY OF CONSTRUCTION AND HAVE ALL FEATURES, OPTIONS AND ACCESSORIES AS THE SCHEDULED FIXTURE.

**GENERAL NOTES:**

- COORDINATE WITH ELECTRIC UTILITY FOR NEW 400A, 480/277V, 3Ø, 4W SERVICE TO LIFT STATION.
- DO NOT SCALE DRAWINGS. IF DIMENSIONS ARE IN QUESTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM ENGINEER PRIOR TO PROCEEDING WITH WORK.
- UNDERGROUND CONDUIT ROUTING IS DIAGRAMMATIC IN NATURE AND IS NOT INTENDED TO DICTATE EXACT ROUTING. CONTRACTOR IS TO DETERMINE BEST ROUTING BASED ON OTHER UTILITIES AND FIELD CONDITIONS.
- DIRECT BURIED CONDUITS INSTALLED PER DETAIL 2605-310. MAINTAIN NEC REQUIRED SEPARATION OF INTRINSICALLY SAFE CIRCUITS FROM OTHER CIRCUITS. PROVIDE CONDUIT SEPARATION PER SECTION 26 05 34 REQUIREMENTS.
- INSTALL LIGHT POLE AND BASE PER DETAIL 2650-200.
- ROOM/AREA ATMOSPHERE REQUIREMENTS, REFER TO SECTION 26 05 00:
  - EXTERIOR, ABOVE GRADE: GENERAL, WET, NEW CONSTRUCTION.
  - EXTERIOR, BELOW GRADE: UNDERGROUND, WET, NEW CONSTRUCTION.
  - WETWELL: HAZARDOUS, WET, NEW CONSTRUCTION.

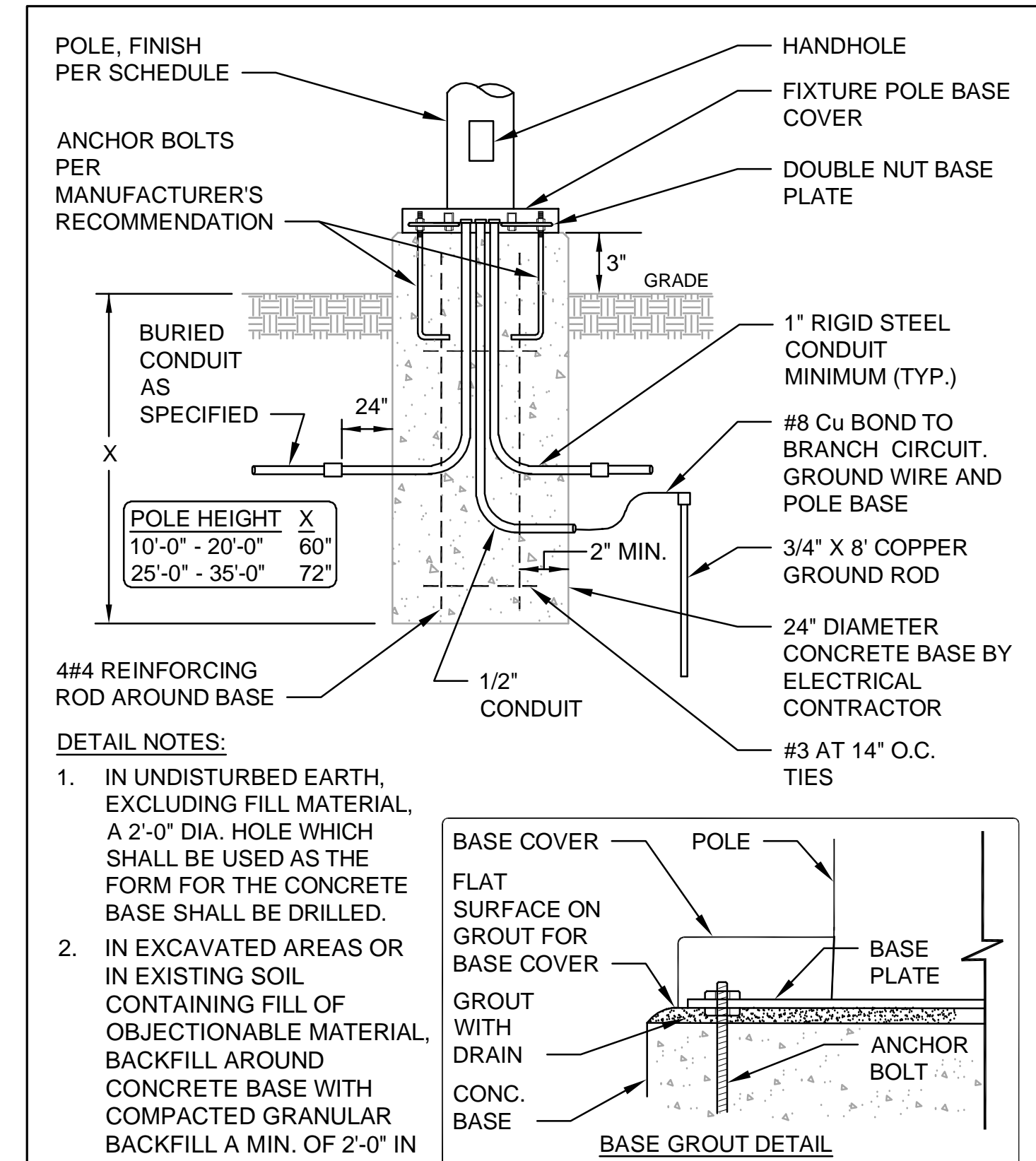
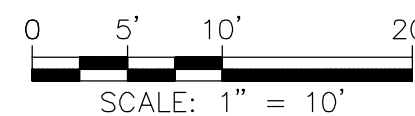
**PLAN NOTES:** (X)

- APPROXIMATE LOCATION OF PROPOSED UNDERGROUND UTILITY PRIMARY CONDUCTORS BY ELECTRIC UTILITY.
- APPROXIMATE LOCATION OF PAD-MOUNTED UTILITY TRANSFORMER. ELECTRICAL CONTRACTOR SHALL PROVIDE PAD AND PRIMARY CONDUIT STUB-OUTS PER UTILITY REQUIREMENTS. UTILITY SHALL FURNISH AND INSTALL TRANSFORMER. PAD SHALL BE LOCATED TO PROVIDE MINIMUM CLEARANCES PER UTILITY REQUIREMENTS AND TO PROVIDE MINIMUM REQUIRED SETBACKS FROM BUILDING AIR INTAKE PER STATE ELECTRICAL CODE.
- PROVIDE SERVICE LATERAL CONDUITS FOR UTILITY INSTALLATION OF SECONDARY CONDUCTORS TO METERING EQUIPMENT.
- SEE SHEET E102 FOR REQUIRED WORK.
- SCADA ANTENNA ON CONDUIT MAST, REFER TO DETAILS 2690-700 AND 2690-702 FOR INSTALLATION. MOUNT AT HEIGHT AND ORIENTATION AS DIRECTED BY THE SYSTEM INTEGRATOR FOR COMMUNICATION WITH THE CITY'S EXISTING RADIO SYSTEM.
- 20-FOOT SITE LIGHT POLE ON CONCRETE BASE. PROVIDE GFCI CONVENIENCE RECEPTACLE WITH WEATHERPROOF COVER MOUNTED ON LIGHT POLE MOUNTED 48" ABOVE FINISHED GRADE.
- DIRECT BURIED CONDUITS:
  - (1) 1" C FOR SITE LIGHT POLE AND RECEPTACLE.
  - (1) 1" C FOR GRINDER MOTOR FEEDER
- PROVIDE THREE WALL MOUNTED NEMA 7 JUNCTION BOXES FOR SPLICING TO PUMP MANUFACTURER'S CABLES. PROVIDE THREE SEPARATE DIRECT BURIED CONDUITS FROM JUNCTION BOX TO THE WETWELL FOR INSTALLATION OF PUMP MANUFACTURER'S CABLES. CONDUITS TO BE SIZED FOR THE SELECTED PUMP MANUFACTURER'S CABLE AND SHALL MEET NEC REQUIREMENTS FOR CONDUIT FILL.
- PROVIDE WALL MOUNTED NEMA 3R STAINLESS STEEL JUNCTION BOX FOR SPLICING TO FLOAT AND LEVEL SENSOR CABLES. THESE ARE INTRINSICALLY SAFE SIGNALS TO BE ROUTED TO LCP-1. PROVIDE ONE 4" DIRECT BURIED CONDUIT FROM JUNCTION BOX TO WETWELL FOR INSTALLATION OF THE FLOAT AND SENSOR MANUFACTURER'S CABLES.

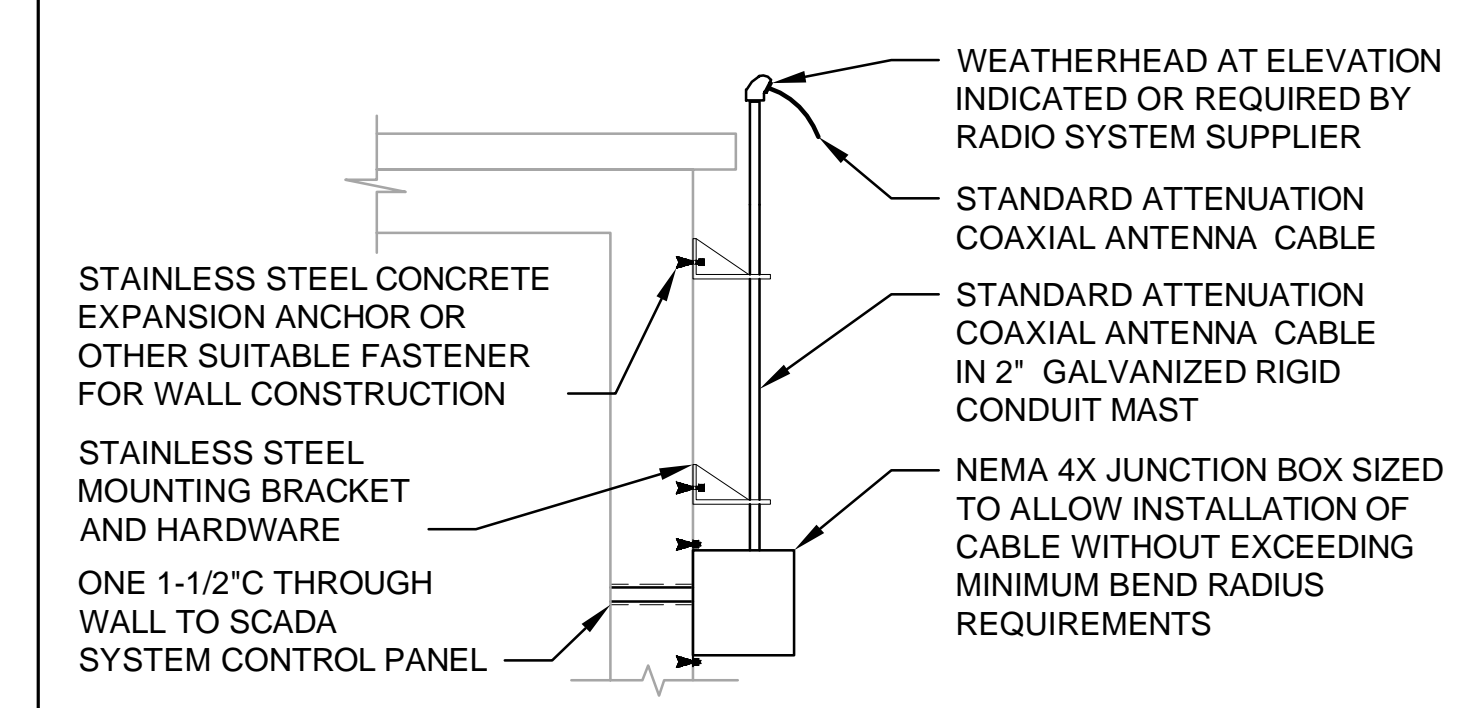


**ELECTRICAL SITE PLAN**

**NOTICE:**  
In accordance with Wisconsin statute 182.0175, damage to transmission facilities, excavator shall be solely responsible to provide advance notice to the designated "ONE CALL SYSTEM" not less than three working days prior to commencement of any excavation required to perform work contained on this drawing, and further, excavator shall comply with all other requirements of this statute relative to excavator's work.



**2650-200 EXTERIOR MOUNTED FIXTURE BASE NTS**



**2690-700 RF ANTENNA INSTALLATION, BUILDING SUPPORTED NTS**



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CONSULTANTS:



PROJECT TITLE:

CITY OF FRANKLIN  
SOUTH 60TH STREET INDUSTRIAL  
PARK SANITARY LIFT STATION

ISSUE:  
NO. DATE REVISIONS BY

PROJECT INFORMATION:

PROJECT NUMBER: 2020-0296.00  
DATE: 01/18/2021  
DRAWN BY: JMB  
CHECKED BY: JMB  
APPROVED BY: RJJ  
SCALE: AS NOTED

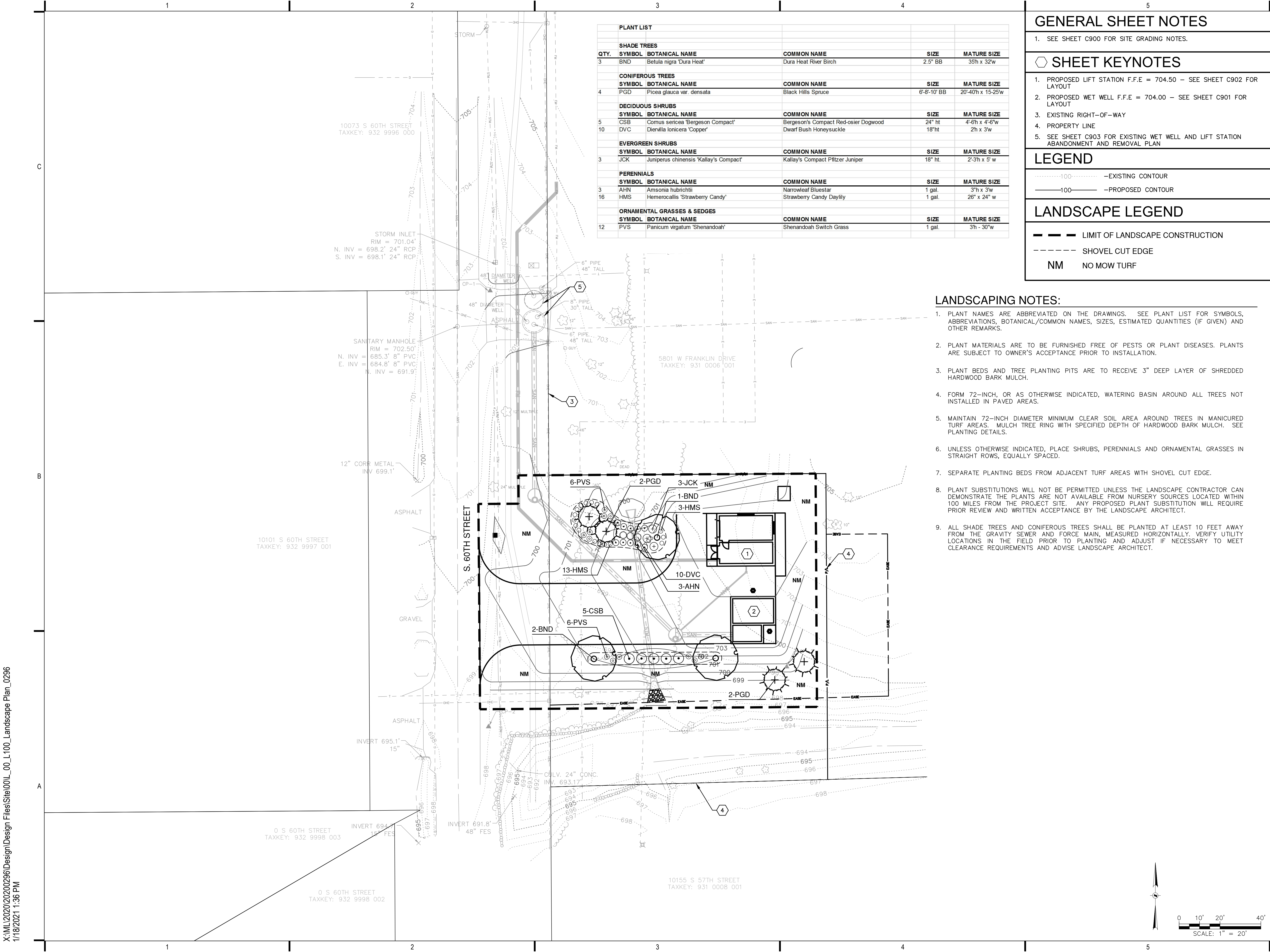
SHEET TITLE:

ELECTRICAL SITE PLAN

SHEET NUMBER:

**E101**

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PLANT LIST					
QTY.	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	MATURE SIZE
<b>SHADE TREES</b>					
3	BND	Betula nigra 'Dura Heat'	Dura Heat River Birch	2.5" BB	35h x 32w
<b>CONIFEROUS TREES</b>					
4	PGD	Picea glauca var. densata	Black Hills Spruce	6'-8'-10' BB	20'-40'h x 15-25'w
<b>DECIDUOUS SHRUBS</b>					
5	CSB	Cornus sericea 'Bergeson Compact'	Bergeson's Compact Red-osier Dogwood	24" ht	4'-6h x 4'-6"w
10	DVC	Diervilla lonicera 'Copper'	Dwarf Bush Honeysuckle	18"ht	2h x 3'w
<b>EVERGREEN SHRUBS</b>					
3	JCK	Juniperus chinensis 'Kallay's Compact'	Kallay's Compact Pfitzer Juniper	18" ht.	2'-3h x 5' w
<b>PERENNIALS</b>					
3	AHN	Amsonia hubrichtii	Narrowleaf Bluestar	1 gal.	3'h x 3'w
16	HMS	Hemerocallis 'Strawberry Candy'	Strawberry Candy Daylily	1 gal.	26" x 24" w
<b>ORNAMENTAL GRASSES &amp; SEDGES</b>					
12	PVS	Panicum virgatum 'Shenandoah'	Shenandoah Switch Grass	1 gal.	3h - 30"w

**GENERAL SHEET NOTES**

- SEE SHEET C900 FOR SITE GRADING NOTES.
- PROPOSED LIFT STATION F.F.E = 704.50 - SEE SHEET C902 FOR LAYOUT
- PROPOSED WET WELL F.F.E = 704.00 - SEE SHEET C901 FOR LAYOUT
- EXISTING RIGHT-OF-WAY
- PROPERTY LINE
- SEE SHEET C903 FOR EXISTING WET WELL AND LIFT STATION ABANDONMENT AND REMOVAL PLAN

**SHEET KEYNOTES**

- EXISTING CONTOUR
- PROPOSED CONTOUR

**LEGEND**

- EXISTING CONTOUR
- PROPOSED CONTOUR
- LIMIT OF LANDSCAPE CONSTRUCTION
- SHOVEL CUT EDGE
- NM NO MOW TURF

**LANDSCAPE LEGEND**

**LANDSCAPING NOTES:**

- PLANT NAMES ARE ABBREVIATED ON THE DRAWINGS. SEE PLANT LIST FOR SYMBOLS, ABBREVIATIONS, BOTANICAL/Common NAMES, SIZES, ESTIMATED QUANTITIES (IF GIVEN) AND OTHER REMARKS.
- PLANT MATERIALS ARE TO BE FURNISHED FREE OF PESTS OR PLANT DISEASES. PLANTS ARE SUBJECT TO OWNER'S ACCEPTANCE PRIOR TO INSTALLATION.
- PLANT BEDS AND TREE PLANTING PITS ARE TO RECEIVE 3" DEEP LAYER OF SHREDDED HARDWOOD BARK MULCH.
- FORM 72-INCH, OR AS OTHERWISE INDICATED, WATERING BASIN AROUND ALL TREES NOT INSTALLED IN PAVED AREAS.
- MAINTAIN 72-INCH DIAMETER MINIMUM CLEAR SOIL AREA AROUND TREES IN MANICURED TURF AREAS. MULCH TREE RING WITH SPECIFIED DEPTH OF HARDWOOD BARK MULCH. SEE PLANTING DETAILS.
- UNLESS OTHERWISE INDICATED, PLACE SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES IN STRAIGHT ROWS, EQUALLY SPACED.
- SEPARATE PLANTING BEDS FROM ADJACENT TURF AREAS WITH SHOVEL CUT EDGE.
- PLANT SUBSTITUTIONS WILL NOT BE PERMITTED UNLESS THE LANDSCAPE CONTRACTOR CAN DEMONSTRATE THE PLANTS ARE NOT AVAILABLE FROM NURSERY SOURCES LOCATED WITHIN 100 MILES FROM THE PROJECT SITE. ANY PROPOSED PLANT SUBSTITUTION WILL REQUIRE PRIOR REVIEW AND WRITTEN ACCEPTANCE BY THE LANDSCAPE ARCHITECT.
- ALL SHADE TREES AND CONIFEROUS TREES SHALL BE PLANTED AT LEAST 10 FEET AWAY FROM THE GRAVITY SEWER AND FORCE MAIN, MEASURED HORIZONTALLY. VERIFY UTILITY LOCATIONS IN THE FIELD PRIOR TO PLANTING AND ADJUST IF NECESSARY TO MEET CLEARANCE REQUIREMENTS AND ADVISE LANDSCAPE ARCHITECT.



275 West Wisconsin Avenue, Suite 300  
Milwaukee, WI 53203  
414 / 259 1500  
414 / 259 0037 fax

www.graef-usa.com

OWNER:  
CITY OF FRANKLIN  
DEPARTMENT OF PUBLIC WORKS  
9229 W LOOMIS ROAD  
FRANKLIN, WI 53132



PROJECT TITLE:  
CITY OF FRANKLIN  
SOUTH 60TH STREET INDUSTRIAL  
PARK SANITARY LIFT STATION

ISSUE:		
NO.	DATE	REVISIONS BY

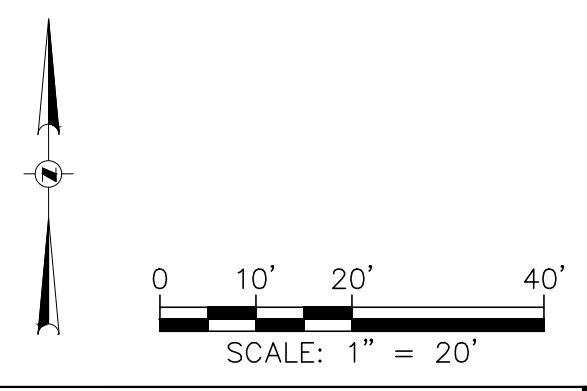
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PROJECT NUMBER: 2020-0296.00  
DATE: 01/18/2021  
DRAWN BY: ACT  
CHECKED BY: JFP  
APPROVED BY: JFP  
SCALE: AS NOTED

SHEET TITLE:  
LANDSCAPE PLAN

SHEET NUMBER:

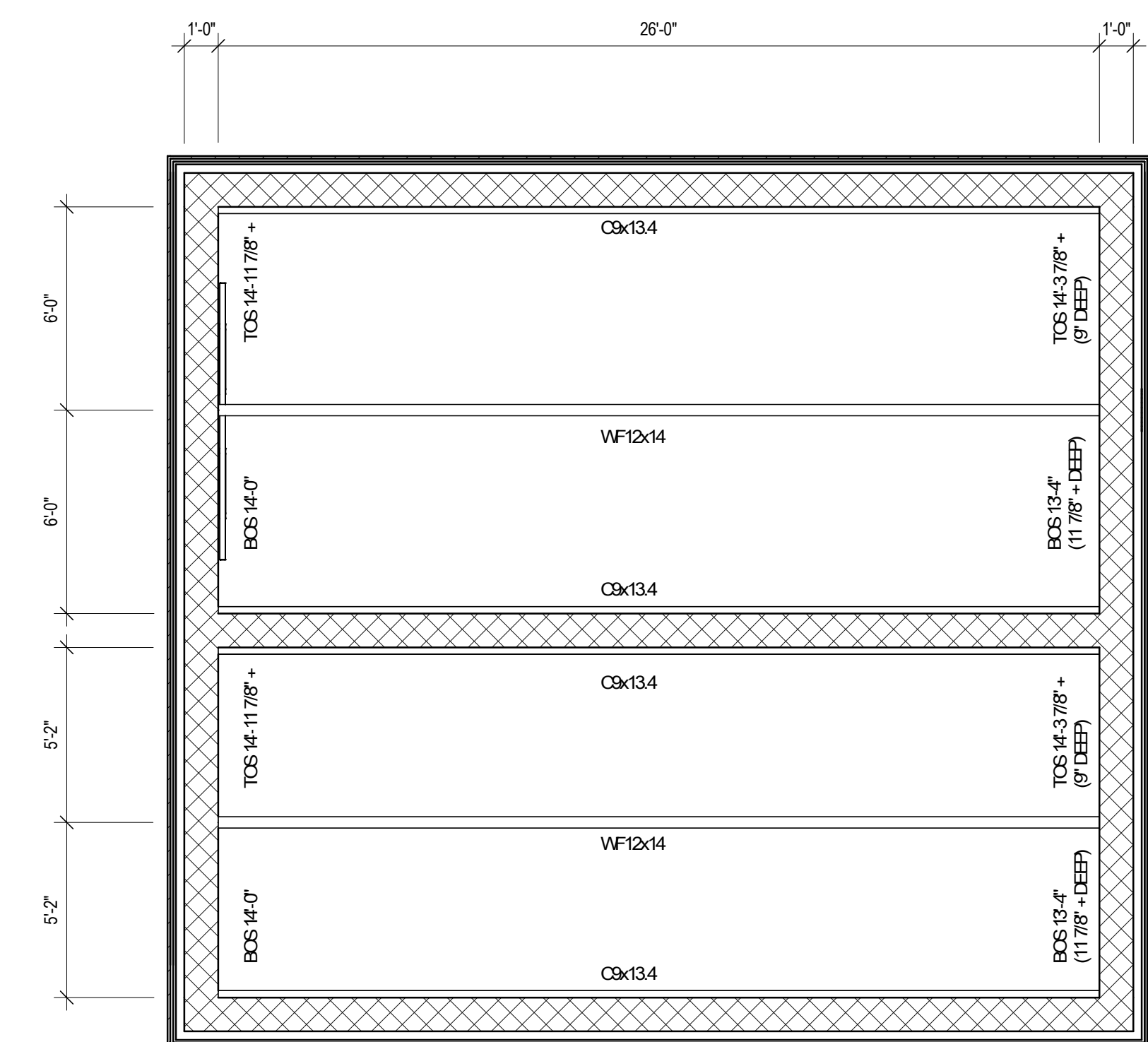
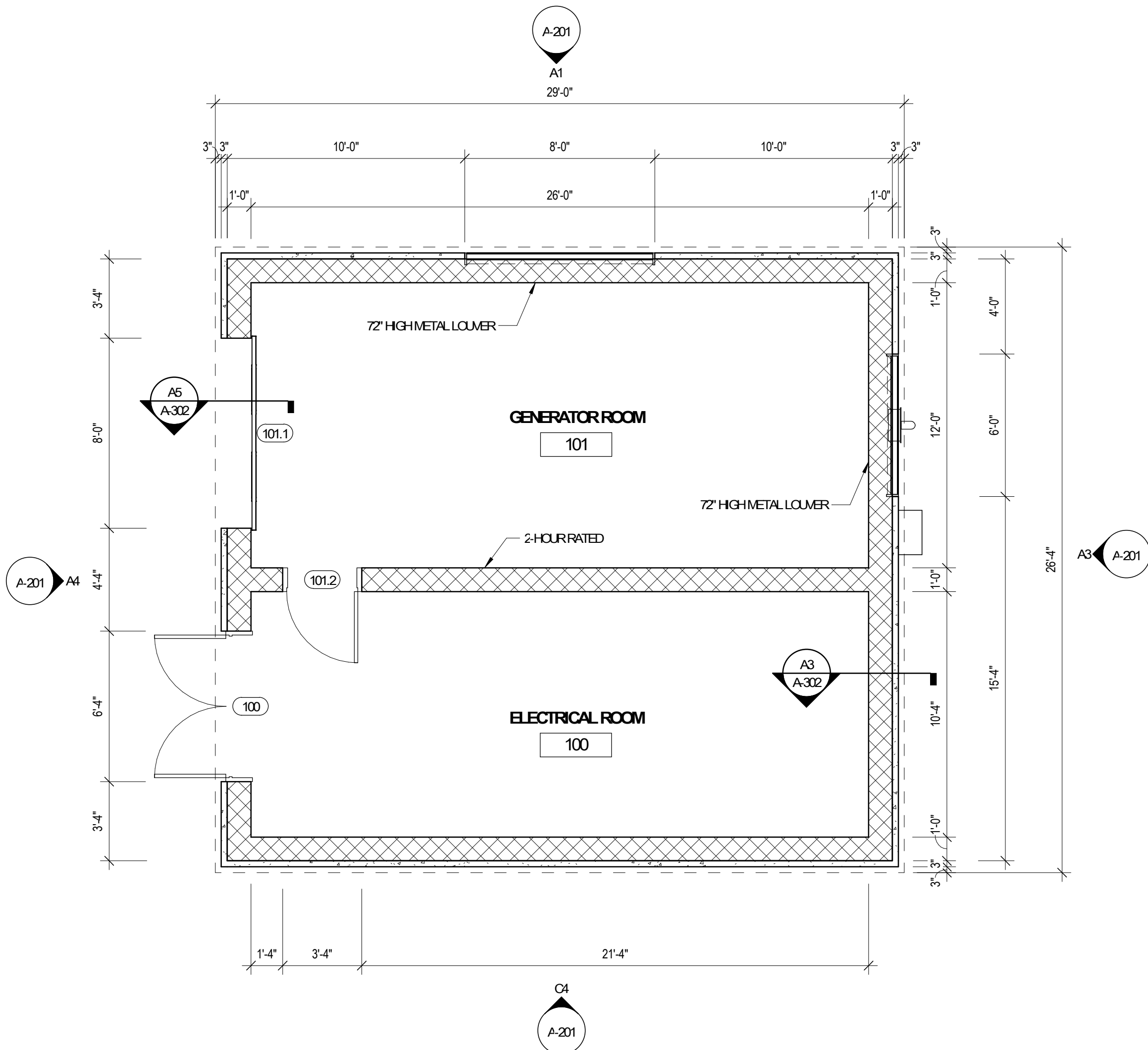
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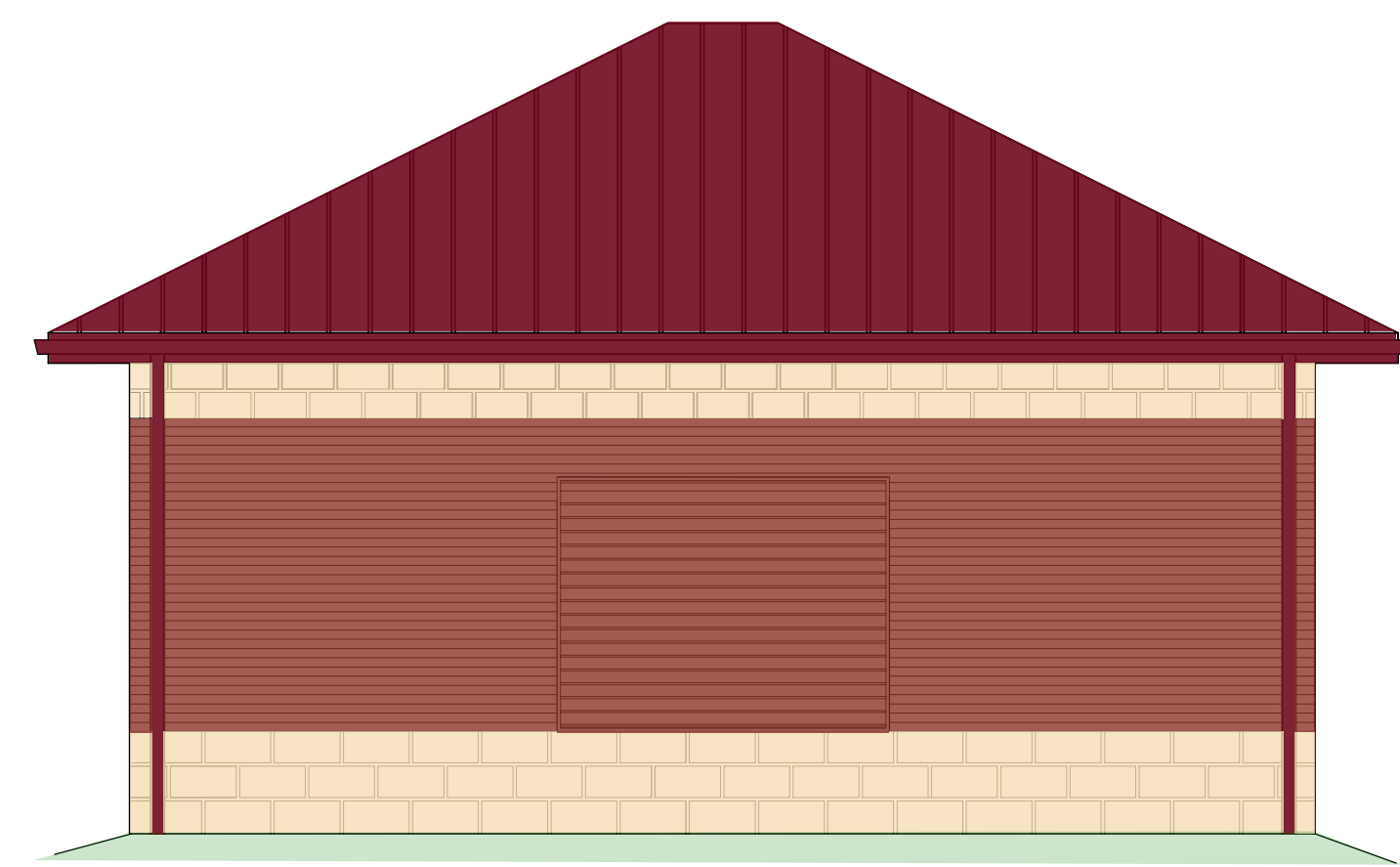
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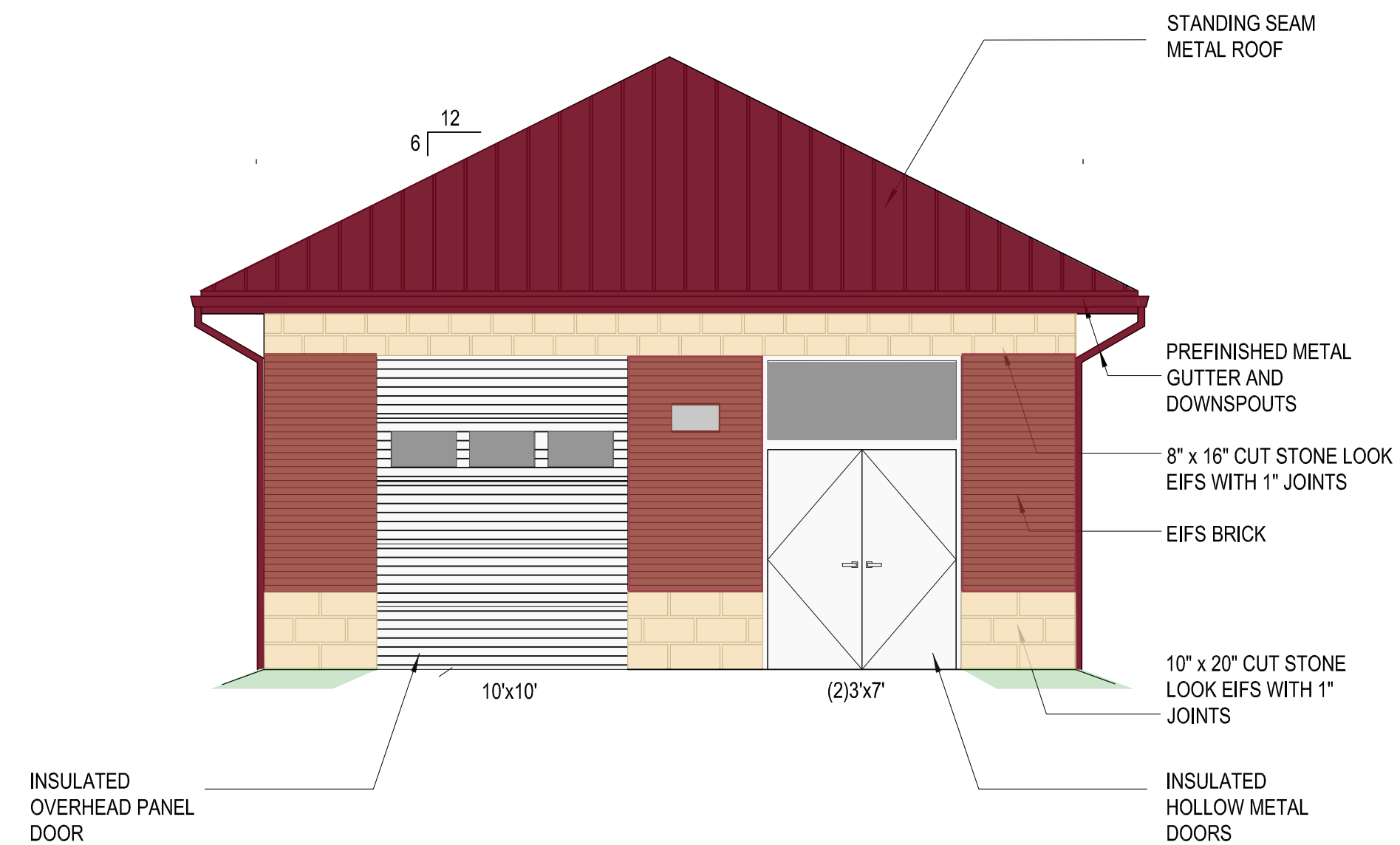


BUILDING CODE DATA:			
APPLICABLE CODE RESOURCE: WISCONSIN COMMERCIAL BUILDING CODE (BASED ON 2015 IBC)			
PRIMARY OCCUPANCY: <i>UTILITY</i> GROUP: U	ALLOWABLE BUILDING HEIGHT: 55'	SANITARY REQUIREMENTS: <i>SEE NOTES BELOW</i>	
SECONDARY OCCUPANCY: <i>NONE</i> GROUP: X	ACTUAL BUILDING HEIGHT: 16'	PLUMBING FIXTURES REQUIRED: (# OCCUPANTS)	
SEPARATION OF OCCUPANCIES REQUIRED: <i>IBC section 508.4</i> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	ALLOWABLE NUMBER OF STORIES: TWO	MEN: WATERCLOSETS x LAVATORIES x	
FIRE WALL SEPARATION PROVIDED TO CREATE SEPARATE BUILDINGS: <input type="checkbox"/> NO <input type="checkbox"/> YES x HOUR	ACTUAL NUMBER OF STORIES: ONE	WOMEN: WATERCLOSETS x LAVATORIES x	
FIRE WALL(S) REQUIRED: <i>IBC section 706</i> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES x HOUR	ALLOWABLE BUILDING AREA PER STORY: 8,900 SF	DRINKING FOUNTAINS x SERVICE SINKS x	
FIRE BARRIER(S) REQUIRED: <i>IBC section 707</i> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES x HOUR	ACTUAL BUILDING AREA PER STORY: 764 SF	PLUMBING FIXTURES PROVIDED:	
SHAFT ENCLOSURE(S) REQUIRED: <i>IBC section 713</i> <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES x HOUR	NUMBER OF OCCUPANTS: BASED ON OVERALL SQUARE FOOTAGE	MEN: WATERCLOSETS x URINALS x LAVATORIES (WASH FOUNTAINS) x SHOWERS x	
CLASSIFICATION OF CONSTRUCTION: <i>2B</i>	OCCUPANCY GROSS AREA SQ. FT. / RATIO OCCUPANTS	WOMEN: WATERCLOSETS x LAVATORIES x SHOWERS x	
FIRE RESISTIVE RATINGS: <i>IBC section 601</i>	UTILITY 764 SF 300 SF 3	DRINKING FOUNTAINS x SERVICE SINKS x	
PRIMARY STRUCTURE 0 HOUR	GROUP x	NOTES: AN UNOCCUPIED UTILITY BUILDING TOILET FACILITIES NOT REQUIRED.	
EXTERIOR BEARING WALLS 0 HOUR	MAXIMUM EXIT DISTANCE ALLOWED: <i>IBC section 1017.2</i>		
EXTERIOR NON-BEARING WALLS 0 HOUR	GROUP UTILITY 100'-0"		
INTERIOR NON-BEARING WALLS 0 HOUR	TOTAL EXIT DISTANCE PROVIDED:		
FLOOR CONSTRUCTION 0 HOUR	GROUP x 45'-0"		
ROOF CONSTRUCTION 0 HOUR	AGGREGATE EXIT WIDTH REQUIRED:		
SPRINKLER SYSTEM: YES NFPA 13 <input type="checkbox"/> NO <input checked="" type="checkbox"/>	OCCUPANT LOAD 3 x 2' = 6' OR 32'		
NUMBER OF STREETS: ONE	AGGREGATE EXIT WIDTH PROVIDED:		
AREA-HEIGHT INCREASE DUE TO: <i>NONE</i>	32'		
SPRINKLER SYSTEM <input type="checkbox"/> FRONTAGE <input type="checkbox"/>			

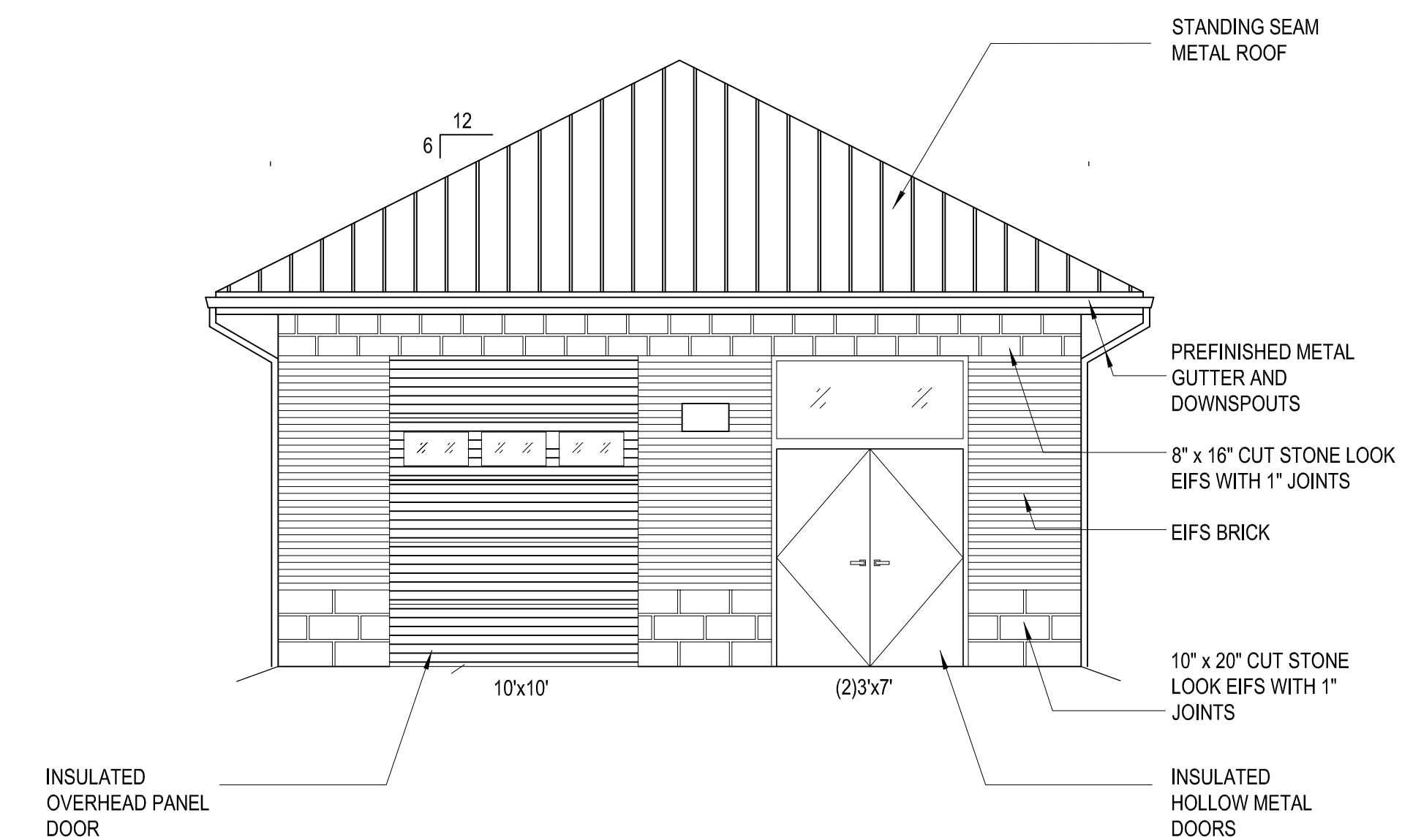




**A1** NORTH ELEVATION  
 1/4" = 1'-0"



**A3** WEST ELEVATION  
 1/4" = 1'-0"





December 2, 2020

EXE-SE-2020-41-03678

Zeta Company  
Nicholas Logarakis  
9130 W Loomis Road, Suite 500  
Franklin, WI 53132

RE: Artificial Wetland Exemption Determination for an area described as part of Wetland W-1, located in the SW1/4 of the SW1/4 of Section 26, Township 05 North, Range 21 East, City of FRANKLIN, Milwaukee County

Dear Mr. Logarakis:

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 map, 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

Below is a summary of our findings:

#### Request Narrative

According to the request narrative, part of wetland W-1 (~0.03 acres) is the focus of this artificial wetland exemption request. The part of wetland W-1 requested is a north-south orientated drainage swale on the parcel, which runs parallel to S. 60<sup>th</sup> Street in the City of Franklin.

### Historic Map Review

- Original Land Survey Plat. The original land survey indicates no wetland or stream history
- Bordner Survey. The Bordner survey is not applicable in Milwaukee County
- USGS Topographic Quad map: The USGS Quad map from 1960-present indicates there is a depression on the parcel.
- Soil Maps: The soil maps indicate that the area is mapped in Ozaukee silt loam 2-6% slopes, a moderately well drained soil that is predominantly non-hydric, with hydric soil inclusions in depressions. Additionally, the area is mapped in Blount silt loam, 1-3% slopes, a somewhat poorly drained soil that is predominantly non-hydric with hydric soil inclusions in depressions.

### Aerial Photograph Review

- 1937/38 era aerial photograph. The 1937/38 aerial photograph shows the area is crop/pasture land, with an east-west orientated stream/drainage feature present. No north-south feature present.
- aerial photograph review: The 1951-1985 aerial photographs show that there is an east-west orientated stream/drainage feature present in most years. There is no north-south orientated feature present. In 1986, there is some roadwork and filling occurring on the parcel, and development nearby. From 1986-present day, there is an east-west orientated stream/drainage feature present AND a north/south drainage swale feature present on the parcel.

### Site Photographs

The site photographs show there is a small wet meadow swale feature that runs north-south on the parcel, and a larger wetland swale feature/small stream that runs east-west on the parcel.

### Conclusion:

- Based upon the information provided above, the requested north-south orientated portion of wetland W-1 lacked a wetland history prior to August 1, 1991 and fulfills all artificial wetland exemption standards. **Therefore, the requested north-south orientated portion of wetland W-1 is exempt from state wetland regulations.** Please see the attached figure for reference.

This letter describes DNR's decision regarding the jurisdictional status the requested portion of wetland W-1 and is only valid for state jurisdictional purposes. For decisions regarding the federal jurisdictional status of wetland W-1, 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](mailto:Ryan.Pappas@wisconsin.gov).

Sincerely,

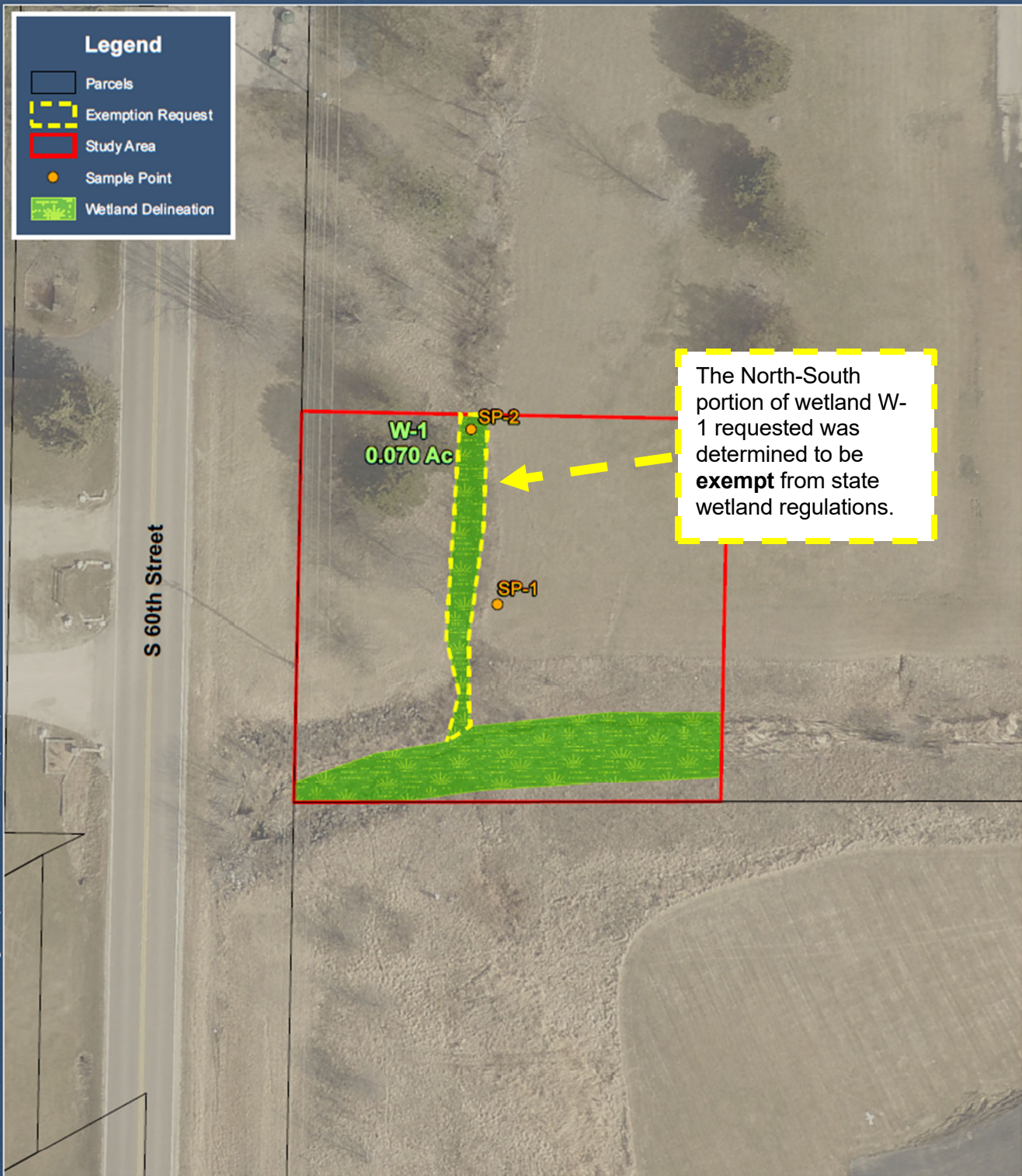


Ryan Pappas  
Wetland Exemption Specialist

cc: U.S. Army Corps of Engineers  
Alison Kuhne, GRAEF, Consultant  
City of Franklin

**Legend**

-  Parcels
-  Exemption Request
-  Study Area
-  Sample Point
-  Wetland Delineation



User: 1956 Date Saved: 10/30/2020 10:01:50 AM Path: X:\MIL\2020\2020296\02\gimgis\Maps\WetlandDelineation\Exhibit 2 - Exemption Request.mxd

**WETLAND DELINEATION EXEMPTION REQUEST**

**FRANKLIN LIFT STATION**

CITY OF FRANKLIN  
MILWAUKEE COUNTY, WISCONSIN

**EXHIBIT 2**

**GRAEF**



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

December 21, 2020

Regulatory File 2020-02192-MMG

Alison Kuhne, GRAEF  
275 West Wisconsin Avenue, Suite 300  
Milwaukee, Wisconsin 53203

Dear Ms. Kuhne:

We are responding to your request for authorization to construct an access drive across wetlands in order to reach a new utility lift station in the City of Franklin. The proposed work is located in Section 26, Township 5 North, Range 21 East, Milwaukee County, Wisconsin.

The regulated activity associated with the project described above includes the temporary discharge of dredged material within 0.01 acres of wetlands for utility installation and the permanent discharge of fill material within the same 0.01 acres of wetlands for the access drive. The work appears to be authorized by a Nationwide Permit (NWP) and/or a Regional General Permit (RGP), specifically, the Utility RGP. No application or notification to the St. Paul District Corps of Engineers is required for your project.

This letter does not verify permit eligibility, but indicates that your project may meet the requirements of this permit. It is your responsibility to ensure that the work is performed in accordance with the terms and general conditions of this permit before starting work. **It is also incumbent upon you to verify that your activity has received any necessary Water Quality Certification or waiver prior starting work in waters of the U.S.** If a Water Quality Certification has not been issued for your activity, you are responsible for contacting the certifying agency. A full list of applicable terms, conditions, issued Water Quality Certifications, and certifying agencies may be found by visiting our website at <http://www.mvp.usace.army.mil/Missions/Regulatory/>.

A change in location or project plans may require re-evaluation of your project. Proposed changes should be coordinated with this office prior to construction. Failure to comply with all terms and conditions of this permit invalidates this authorization and could result in a violation of Section 301 of the Clean Water Act or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

If you have any questions, please contact Matthew Groshek in our Brookfield office at (651) 290-5732 or by email at [matthew.m.groshek@usace.army.mil](mailto:matthew.m.groshek@usace.army.mil).

Sincerely,

Marie Kopka  
Lead Project Manager

CC: Theresa Alvarez, Wisconsin Department of Natural Resources  
Nicholas Logarakis, Zeta Company





REPORT TO THE PLAN COMMISSION

Meeting of February 4, 2021

Miscellaneous Application and Affidavit of Correction

**RECOMMENDATION:** City Development staff recommends approval of this Miscellaneous application to allow for a fire pit in an outlot and affidavit of correction to reduce a stormwater drainage easement, subject to the conditions set forth in the attached resolution.

<b>Project Name:</b>	<b>Oakwood at Ryan Creek</b>
<b>General Project Location:</b>	North of 10116 S Creekview Dr (Outlot 1 of Ryanwood Manor, Tax Key Number 934-0033-000)
<b>Property Owner:</b>	Oakwood at Ryan Creek, LLC
<b>Applicant:</b>	Oakwood at Ryan Creek, LLC
<b>Agent:</b>	Ryan Fritsch. Neumann Developments, Inc.
<b>Current Zoning:</b>	R-5 Suburban Single-Family Residence District
<b>2025 Comprehensive Plan:</b>	Residential, formerly Business Park (Ord. 2019-2353)
<b>Use of Surrounding Properties:</b>	Single-family residential
<b>Applicant’s Action Requested:</b>	Approval of Miscellaneous application to allow for a fire pit in an outlot and affidavit of correction to reduce a stormwater drainage easement
<b>Staff:</b>	Principal Planner Régulo Martínez-Montilva

**INTRODUCTION:**

On October 14, 2020, Neumann Developments, Inc. requested after-the-fact permission for the installation of a fire pit and gravel circle within Outlot 1 of the Ryanwood Manor subdivision. According to the recorded plat, construction within outlots is prohibited unless approved by the City of Franklin. The fire pit and gravel circle were installed without approval from the city, Inspection Services staff noticed the fire pit during an inspection in April 2020 (see attached photographs).

Additionally, the applicant is proposing an amendment to the storm drainage easement #1 of this subdivision. This easement is currently covering the entire Outlot 1, while the proposal is to reduce it to a 20-foot strip along the underground utilities. The red circle is the current location of the gravel circle and the blue one is the proposed location outside the amended easement.

**ANALYSIS:**

Staff reviewed the request for the fire pit and sent a memorandum to the applicant with review comments on November 17, 2020. The applicant resubmitted his materials on December 23, 2020, along with a revised landscape plan for outlot 1 and an affidavit of correction application to reduce stormwater drainage easement #1. The affidavit of correction serves to note the easement modification that affects the recorded plat, as provided by Wisconsin Statutes

§236.293. The addendum to the storm drainage easement is subject to review and approval by the Engineering Department.

It is worth noting that this request is to allow for a fire pit in outlot 1 of Ryanwood Manor, but the outlot designation will remain. With regards to the landscape plan, all landscape features would be outside the proposed drainage easement to allow for future maintenance without impact to these trees. No pedestrian path is being proposed from the sidewalk to the fire pit.

**STAFF RECOMMENDATION:**

City Development staff recommends approval of this Miscellaneous application to allow for a fire pit in an outlot and affidavit of correction to reduce a stormwater drainage easement, subject to the conditions set forth in the attached resolution.

## RESOLUTION NO. 2021-\_\_\_\_\_

A RESOLUTION AUTHORIZING THE INSTALLATION OF A COMMUNITY  
FIRE PIT WITH A SURROUNDING STONE CIRCLE AND AN AFFIDAVIT OF  
CORRECTION TO REDUCE THE STORMWATER DRAINAGE EASEMENT #1  
WITHIN OUTLOT 1 OF RYANWOOD MANOR SUBDIVISION LOCATED AT  
APPROXIMATELY 10116 SOUTH CREEKVIEW COURT  
(TAX KEY NO. 934-0033-000)  
(OAKWOOD AT RYAN CREEK, LLC, APPLICANT)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of the installation of a structure within Outlot 1 of Ryanwood Manor subdivision, and in conjunction therewith, an application for approval of a proposed Affidavit of Correction to modify stormwater drainage Easement #1 of the subdivision, specifically, to reduce the easement to a 20 foot strip along the underground utilities within Outlot 1, extending from Lot 1 to the south to right-of-way to the west [this easement is currently covering the entire Outlot 1 and is in part of Lots 1, 2, 3 and 4 at variable widths as well as the entirety of Outlot 1] and to relocate 4 tree plantings currently located within the proposed easement to the outside of the easement, but still within Outlot 1, subdivision located at approximately 10116 South Creekview Court, bearing Tax Key No. 934-0033-000, more particularly described as follows:

Legal Description of the Stormwater Drainage Easement #1:

All that part of Lots 1, 2, 3, 4 and Outlot 1 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the northeast corner of said Outlot 1; thence South 00°14'11" East along the east line of said Outlot 1, 80.00 feet to the southeast corner of said Outlot 1; thence South 89°45'49" West along the south line of said Outlot 1, 43.75 feet; thence South 00°14'11" East, 100.00 feet; thence South 04°24'31" West, 200.66 feet to the northeast corner of said Lot 4; thence South 00°14'11" East along the east line of said Lot 4, 180.00 feet to the southeast corner of said Lot 4; thence South 89°45'49" West along the south line of said Lot 4, 20.00 feet; thence North 00°14'11" West, 179.95 feet; thence North 02°58'56" East, 200.36 feet; thence North 06°50'43" West, 81.01 feet; thence North 54°18'39" West, 33.28 feet to the south line of said Outlot 4; thence South 89°45'49" West along said south line, 74.11 feet to the east right-of-way line of South Creekview Court; thence northeasterly, 147.72 feet along said east right-of-way line and the arc of a curve, radius of 120.00 feet, center lies to the right, chord bears North 54°29'57" East, 138.56 feet; thence North 89°45'49" East along said right-of-way line, 66.00 feet to the place of beginning; and

OAKWOOD AT RYAN CREEK, LLC – FIRE PIT AND SURROUNDING STONE  
CIRCLE APPROVAL AND RELOCATE STORMWATER DRAINAGE EASEMENT #1  
RESOLUTION NO. 2021- \_\_\_\_\_

Page 2

WHEREAS, Oakwood at Ryan Creek, LLC having applied for such approval in order to install a 5 feet in diameter by 2 1/2 foot high community fire pit with an approximately 18 feet in diameter surrounding stone circle, within Outlot 1 of Ryanwood Manor subdivision, located at approximately 10116 South Creekview Court, property zoned R-5 Suburban Single-Family Residence District; and

WHEREAS, Wis. Stats. § 236.293 provides in part that any restriction placed on platted land by covenant, grant of easement or in any other manner, which was required by a public body vests in the public body the right to enforce the restriction at law or in equity and that the restriction may be released or waived in writing by the public body having the right of enforcement; and Wis. Stat. § 236.295(2)(a) provides in part that an affidavit correcting a plat "that changes areas dedicated to the public or restrictions for the public benefit must be approved prior to recording by the governing body of the municipality ...in which the subdivision is located; and

WHEREAS, the Plan Commission having reviewed such applications and recommended approval thereof and the Common Council having reviewed such applications and Plan Commission recommendation and the Common Council having determined that such proposed fire pit installation and easement relocation are appropriate for approval pursuant to law upon certain conditions, all pursuant to Wis. Stats. § 236.293 and § 236.295, respectively.

WHEREAS, the Plan Commission having considered such applications and having determined that approval of such installation and stormwater drainage Easement #1 relocation will serve the health, safety and welfare of the community.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the miscellaneous application for the installation of a community fire pit and surrounding stone circle within Outlot 1 of Ryanwood Manor subdivision by Oakwood at Ryan Creek, LLC, City file-stamped December 23, 2020, and the Affidavit of Correction to reduce the stormwater drainage Easement #1, for the property as described above, be and the same are hereby approved, subject to the following conditions:

1. The community fire pit and surrounding stone circle project shall be developed in substantial compliance with the plans City file-stamped December 23, 2020.
2. Oakwood at Ryan Creek, LLC, successors and assigns and any developer of the community fire pit and surrounding stone circle 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

OAKWOOD AT RYAN CREEK, LLC – FIRE PIT AND SURROUNDING STONE  
CIRCLE APPROVAL AND RELOCATE STORMWATER DRAINAGE EASEMENT #1  
RESOLUTION NO. 2021-\_\_\_\_\_

Page 3

the community fire pit and surrounding stone circle project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

3. The approval granted hereunder is conditional upon Oakwood at Ryan Creek, LLC and the community fire pit and surrounding stone circle project for the property located at approximately 10116 South Creekview Court: (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 storm drainage easement addendum is subject to review and approval by the Engineering Department.
5. The storm drainage easement addendum and affidavit of correction shall be recorded with the Milwaukee County Register of Deeds.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of this Resolution, and the Affidavit of Correction to modify the stormwater drainage Easement #1 of the subdivision, specifically, to reduce the easement to a 20 foot strip along the underground utilities within Outlot 1, extending from Lot 1 to the south to right-of-way to the west and to relocate 4 tree plantings currently located within the proposed easement, in such form and content as annexed hereto with such changes as may be approved by the City Engineer and the City Attorney, in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Chairman

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

## MEMORANDUM

Date: November 17, 2020  
To: Ryan Fritsch. Neumann Developments, Inc.  
From: Department of City Development.  
RE: Miscellaneous application, fire pit within outlot 1 of Ryanwood Manor.

---

Please be advised that City Staff has reviewed the above application received on October 14, 2020, to allow for a fire pit within outlot 1 of Ryanwood Manor and modifications to storm drainage easement #1. Department comments are as follows:

### **Department of City Development**

1. Pursuant to Wis. Statutes §236.295, an affidavit of correction is required for the modification or relocation of storm drainage easement #1. The correction instrument needs to be recorded with the Register of Deeds upon Common Council approval. Please submit an affidavit of correction to the Department of City Development, application form is attached.
2. Please submit a revised landscape plan for outlot 1, including existing trees and shrubs and those to be removed, relocated or planted as part of the fire pit relocation.

### **Engineering Department Comments**

3. *No comments to the proposed Miscellaneous application. However, the following conditions should be resolved before recommending it for approval:*
  - *Must have an affidavit of correction to remove the label "Storm Drainage Easement" in all Outlot 1 of the recorded subdivision plat and shall be recorded in the office of the register of deeds.*
  - *Furnish a copy of the recorded document to the City of Franklin for our record.*
  - *Submit an easement document proposal for review and approval and recording.*

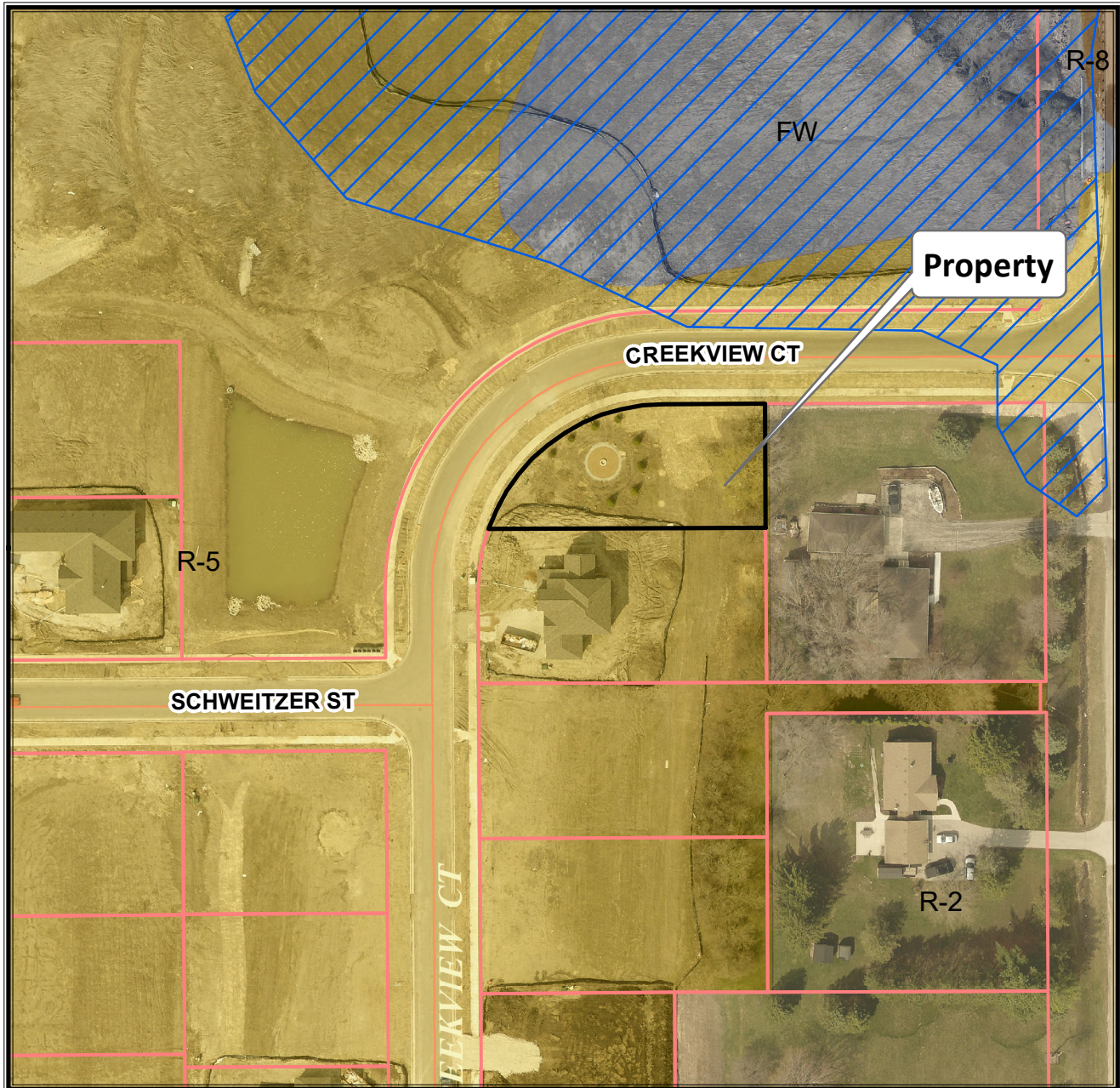
### **Police Department Comments**

4. *The fire department has no comments or concerns with the proposed changes.*

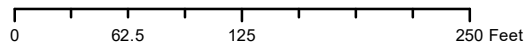
### **Inspection Services Department Comments**

5. *Inspection Services has no comments on the subject proposal at this time.*

TKN: 934 0033 000



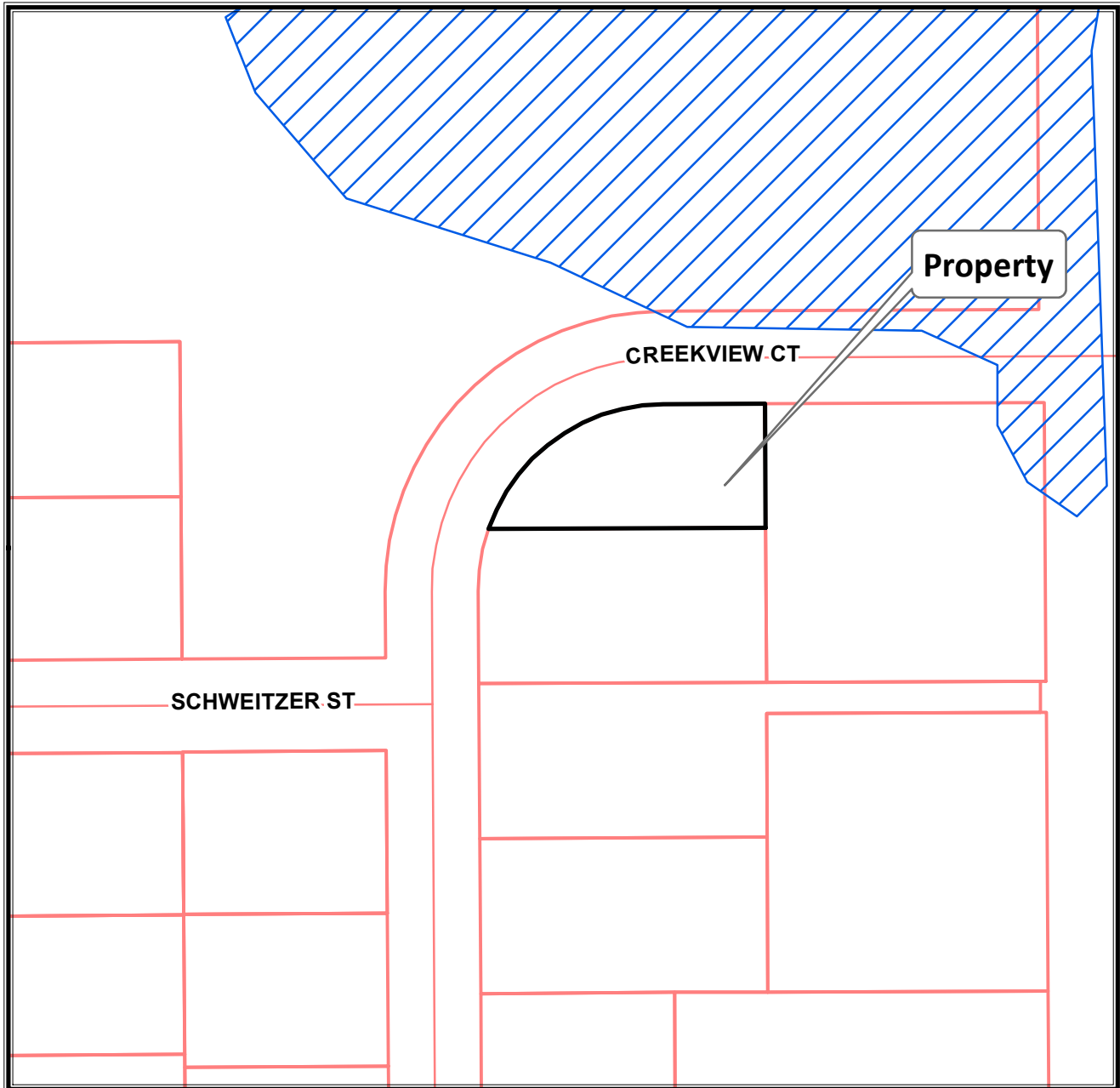
**Planning Department**  
**(414) 425-4024**



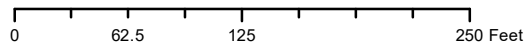
*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*



TKN: 934 0033 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.*



Date of Application: 10/12/2020

### MISCELLANEOUS APPLICATION

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

<p><b>Applicant</b> (Full Legal Name[s]):</p> <p>Name: <u>Ryan Fritsch</u></p> <p>Company: <u>Oakwood at Ryan Creek, LLC</u></p> <p>Mailing Address: <u>N27 W24025 Paul Court Suite 100</u></p> <p>City / State: <u>Pewaukee / WI</u> Zip: <u>53072</u></p> <p>Phone: <u>262-542-9200</u></p> <p>Email Address: <u>rfritsch@neumanndevelopments.com</u></p> <p><b>Project Property Information:</b></p> <p>Property Address: <u>Approx. 10116 S Creekview Court</u></p> <p>Property Owner(s): <u>Oakwood at Ryan Creek, LLC</u></p> <p>Mailing Address: <u>N27 W24025 Paul Court Suite 100</u></p> <p>City / State: <u>Pewaukee / WI</u> Zip: <u>53072</u></p> <p>Email Address: <u>rfritsch@neumanndevelopments.com</u></p>	<p><b>Applicant is Represented by (contact person)</b> (Full Legal Name[s]):</p> <p>Name: <u>Ryan Fritsch</u></p> <p>Company: <u>Neumann Developments, Inc.</u></p> <p>Mailing Address: <u>N27 W24025 Paul Court Suite 100</u></p> <p>City / State: <u>Pewaukee / WI</u> Zip: <u>53072</u></p> <p>Phone: <u>262-542-9200</u></p> <p>Email Address: <u>rfritsch@neumanndevelopments.com</u></p> <p>Tax Key Nos: <u>934 0033 000</u></p> <p>Existing Zoning: <u>R-5</u></p> <p>Existing Use: <u>Residential</u></p> <p>Proposed Use: _____</p> <p>Future Land Use Identification: _____</p>
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\*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>


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


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

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

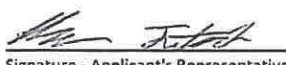
The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information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

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

  
 \_\_\_\_\_  
 Signature - Property Owner  
Steve McCune, President Oakwood at Ryan LLC  
 Name & Title (PRINT)  
 Date: \_\_\_\_\_

  
 \_\_\_\_\_  
 Signature - Applicant  
Ryan Fritsch, President Oakwood at Ryan LLC  
 Name & Title (PRINT)  
 Date: \_\_\_\_\_

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

  
 \_\_\_\_\_  
 Signature - Applicant's Representative  
Ryan Fritsch - Project Assistant, NDI  
 Name & Title (PRINT)  
 Date: 10/12/2020



October 12, 2020

City of Franklin  
Attn: Planning Department  
9229 West Loomis Road  
Franklin, WI 53132

Neumann Developments, Inc. is proposing an amendment to the Storm Drainage Easement #1 of the Ryanwood Manor subdivision, located at the northwest corner of South 76<sup>th</sup> Street and Oakwood Avenue in the City of Franklin. The first and second phase of the subdivision were platted in 2019 and brought 66 new single-family residential lots to Franklin. Home construction is off to a strong start and many new residents have already settled in.

The proposed amendment pertains to Outlot 1 of the subdivision and would alter the existing Storm Drainage Easement #1 within Outlot 1. The current drainage easement is in part of Lots 1, 2, 3, and 4 at variable widths as well as the entirety of Outlot 1. As shown in the enclosed exhibit, the revised easement would have a width of 20 feet within Outlot 1, extending from Lot 1 to the south to right-of-way to the west. The 20-foot width was suggested through conversation with City staff as the minimum necessary to effectively serve the storm sewer utilities located underground.

In addition to the easement amendment being requested, Neumann Developments is seeking approval for allowance of a vertical structure within Outlot 1. The proposed structure is a community fireplace, approximately 5 feet in diameter and 2½ feet in height. The fireplace will be surrounded by a decorative stone, approximately 18 feet in diameter. Both the fireplace and its stone circle would remain outside of the revised drainage easement and right-of-way. This amenity will provide a great benefit for community members and serve as a central gathering space for all Ryanwood Manor residents.

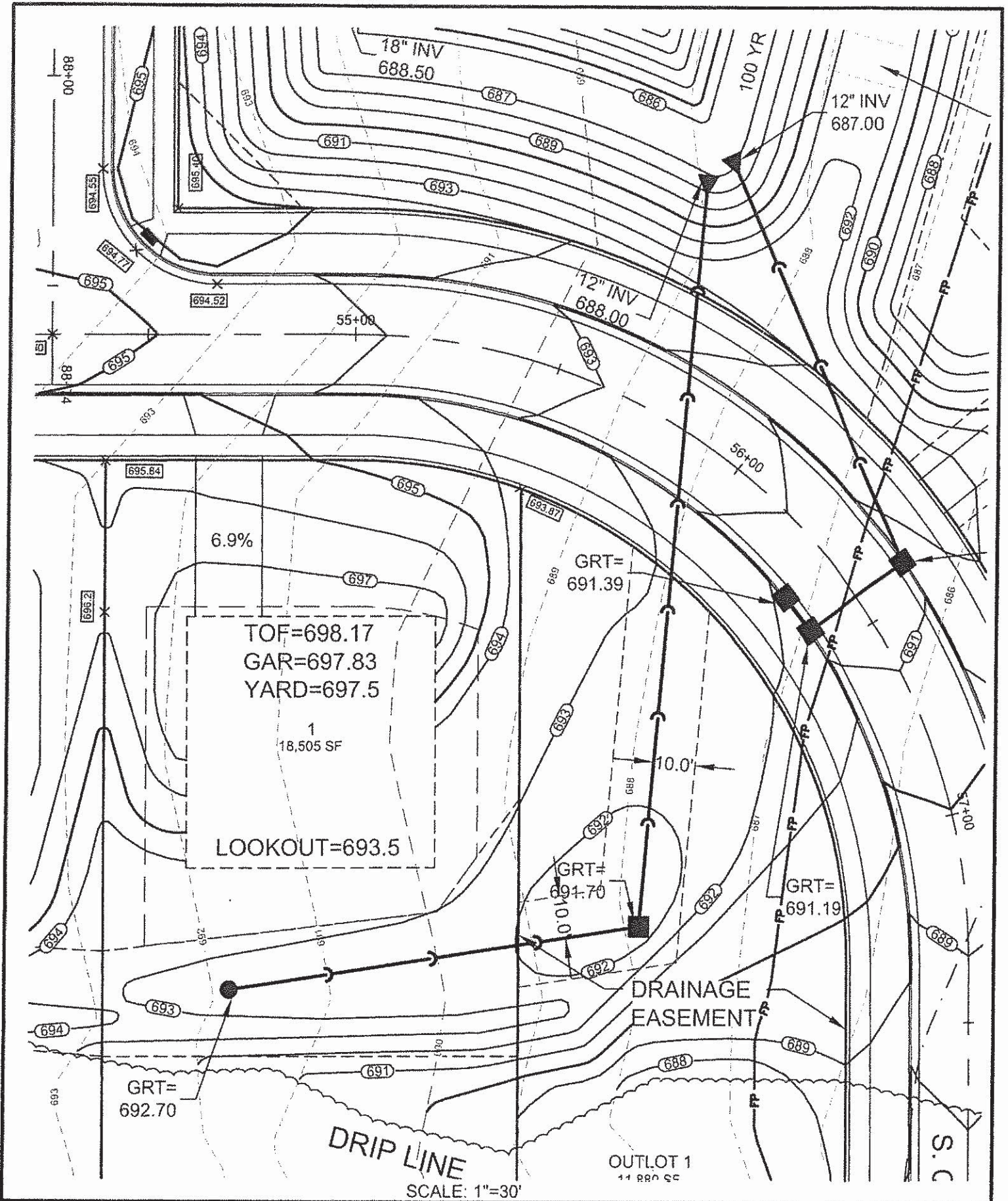
Furthermore, there are four tree plantings currently located within the proposed easement; the trees would be relocated outside of the easement but remain within Outlot 1.

Thank you for your time and consideration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ryan Fritsch".

Ryan Fritsch  
Project Assistant – Neumann Developments, Inc.



# EXHIBIT

**PINNACLE ENGINEERING GROUP**

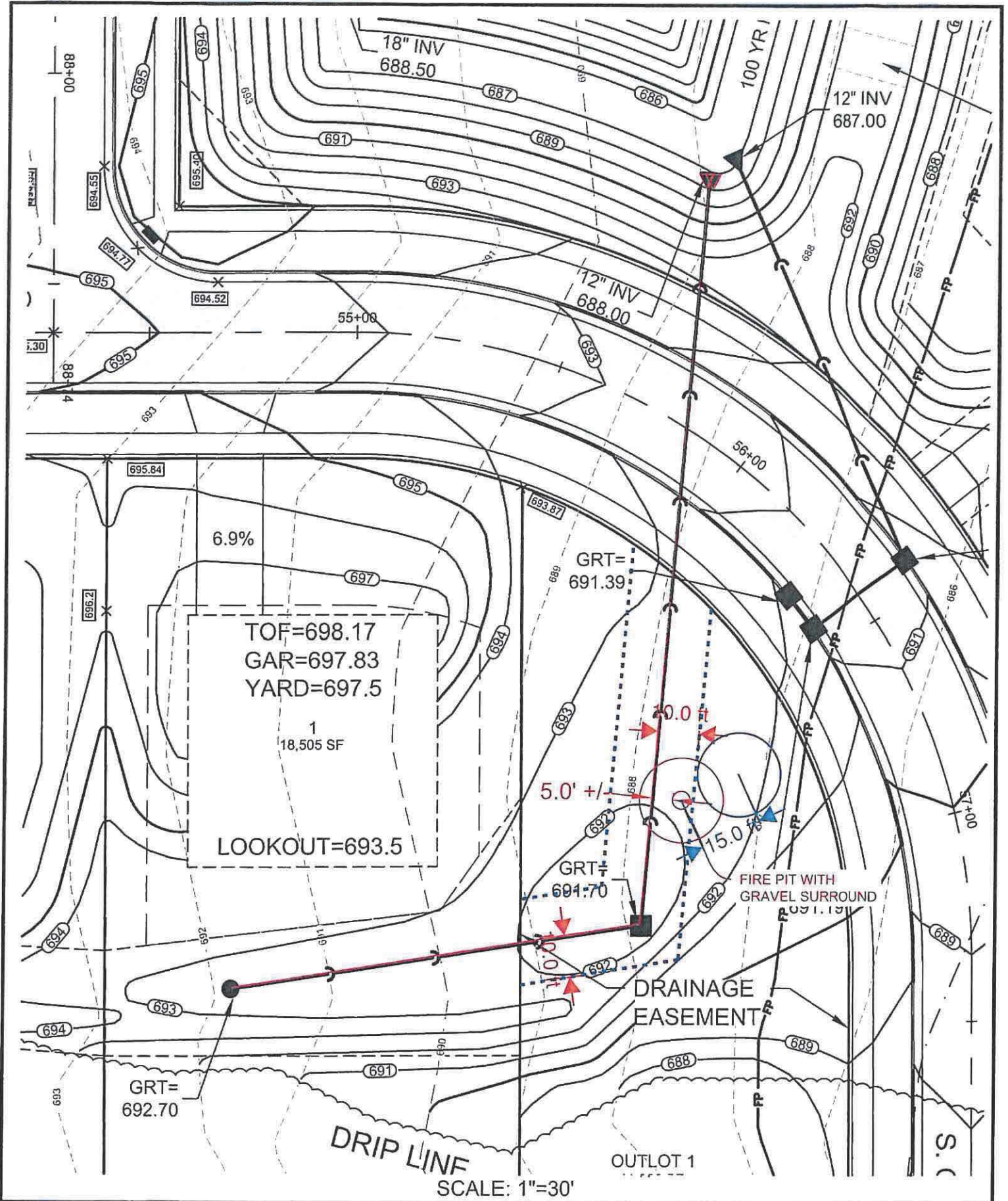
20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENCR.COM

08/21/2020

PLAN | DESIGN | DELIVER

PEG JOB#902.00



# RYANWOOD FIRE PIT

PINNACLE ENGINEERING GROUP

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENGR.COM

05/05/2020

PLAN | DESIGN | DELIVER

PEG JOB#902.00



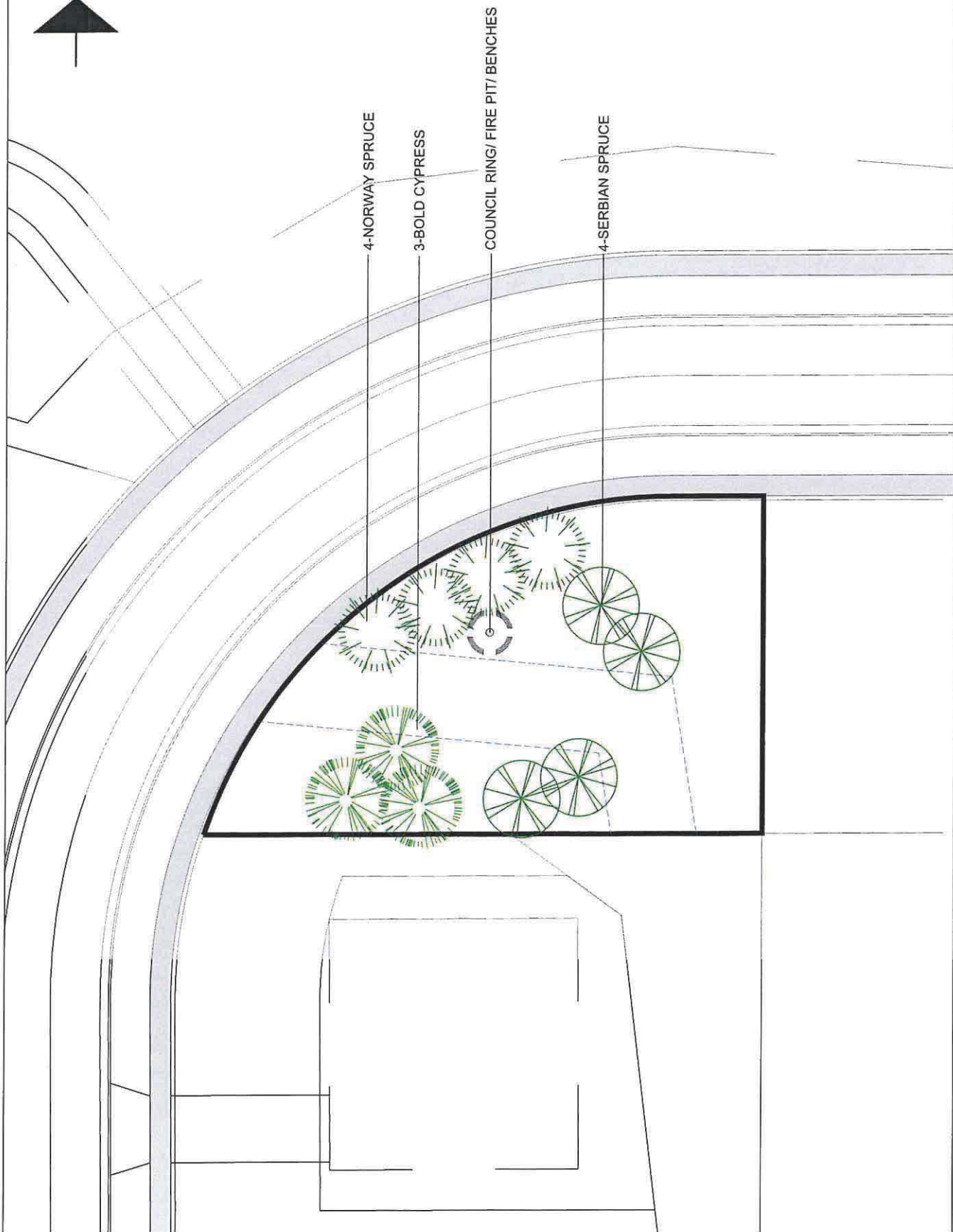
MILWAUKEE, WISCONSIN  
 RYANWOOD MANOR  
 CITY OF FRANKLIN  
 PROPOSED GARDEN DESIGN FOR:

GARLAND ALLIANCE  
 LANDSCAPE ARCHITECTS  
 2101 E. WAUWATAMON AVENUE  
 SUITE 100  
 MILWAUKEE, WI 53214  
 (414) 224-1444  
 garlandalliance.com

REVISIONS:

NOVEMBER 20 2018	ADD 425-545-5454
NOVEMBER 20 2018	ADD 425-545-5454
NOVEMBER 20 2018	ADD 425-545-5454
NOVEMBER 20 2018	ADD 425-545-5454
NOVEMBER 20 2018	ADD 425-545-5454
NOVEMBER 20 2018	ADD 425-545-5454
NOVEMBER 20 2018	ADD 425-545-5454
NOVEMBER 20 2018	ADD 425-545-5454
NOVEMBER 20 2018	ADD 425-545-5454
NOVEMBER 20 2018	ADD 425-545-5454

SCALE: 1/10" = 1'  
 SHEET NUMBER: L1.3



(Description of Easement Area)

Legal Description of the Storm Drainage Easement #1:

All that part of Lots 1, 2, 3, 4 and Outlot 1 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the northeast corner of said Outlot 1; thence South 00°14'11" East along the east line of said Outlot 1, 80.00 feet to the southeast corner of said Outlot 1; thence South 89°45'49" West along the south line of said Outlot 1, 43.75 feet; thence South 00°14'11" East, 100.00 feet; thence South 04°24'31" West, 200.66 feet to the northeast corner of said Lot 4; thence South 00°14'11" East along the east line of said Lot 4, 180.00 feet to the southeast corner of said Lot 4; thence South 89°45'49" West along the south line of said Lot 4, 20.00 feet; thence North 00°14'11" West, 179.95 feet; thence North 02°58'56" East, 200.36 feet; thence North 06°50'43" West, 81.01 feet; thence North 54°18'39" West, 33.28 feet to the south line of said Outlot 4; thence South 89°45'49" West along said south line, 74.11 feet to the east right-of-way line of South Creekview Court; thence northeasterly, 147.72 feet along said east right-of-way line and the arc of a curve, radius of 120.00 feet, center lies to the right, chord bears North 54°29'57" East, 138.56 feet; thence North 89°45'49" East along said right-of-way line, 66.00 feet to the place of beginning.

Legal Description of the Storm Drainage Easement #2:

All that part of Lot 9 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the northwest corner of said Lot 9; thence North 89°38'01" East along the south right-of-way line of West Schweitzer Street, 14.58 feet; thence South 18°52'18" West, 25.58 feet; thence North 71°07'42" West, 6.51 feet to the west line of said Lot 9; thence North 00°21'59" West along said west line, 22.01 feet to the place of beginning.

Legal Description of the Storm Drainage Easement #3:

All that part of Lots 14 through 25 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the northwest corner of said Lot 14; thence North 56°24'46" East along the north line of said Lot 14, 17.93 feet; thence South 00°21'59" East, 321.90 feet; thence North 89°38'01" East, 130.00 feet to the west right-of-way line of South Ryan Creek Court; thence South 00°21'59" East along said west right-of-way line, 20.00 feet; thence South 89°38'01" West, 130.00 feet; thence South 00°21'59" East, 275.00 feet to the north right-of-way line of West Schweitzer Street; thence South 89°38'01" West along said north right-of-way line, 30.00 feet; thence North 00°21'59" West, 617.13 feet to the north line of said Lot 25; thence South 56°31'42" East along said north line, 18.06 feet to the place of beginning.

Legal Description of the Storm Drainage Easement #4:

All that part of Lots 27 through 32 and Outlot 3 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Beginning at the southwest corner of said Lot 32; thence North  $00^{\circ}21'59''$  West along the west subdivision line, 646.86 feet; thence North  $39^{\circ}00'08''$  East, 117.83 feet; thence South  $60^{\circ}05'02''$  East, 20.00 feet; thence South  $24^{\circ}07'14''$  West, 161.67 feet; thence South  $00^{\circ}21'59''$  East, 580.74 feet to the north right-of-way line of West Schweitzer Street; thence South  $89^{\circ}38'01''$  West along said north right-of-way line, 25.00 feet to the place of beginning.



Date of Application: 12/1/2020

## AFFIDAVIT OF CORRECTION (PLAT) APPLICATION

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

<p><b>Applicant (Full Legal Name[s]):</b>          Name: <u>Ryan Fritsch</u>          Company: <u>Oakwood at Ryan Creek, LLC</u>          Mailing Address: <u>N27 W24025 Paul Court Suite 100</u>          City / State: <u>Pewaukee / WI</u> Zip: <u>53072</u>          Phone: <u>262-542-9200</u>          Email Address: <u>rfritsch@neumanndevelopments.com</u></p> <p><b>Project Property Information:</b>          Property Address: <u>Approx. 10116 S Creekview Court</u>          Property Owner(s): <u>Oakwood at Ryan Creek, LLC</u>            Mailing Address: <u>N27 W24025 Paul Court Suite 100</u>          City / State: <u>Pewaukee / WI</u> Zip: <u>53072</u>          Email Address: <u>rfritsch@neumanndevelopments.com</u></p>	<p><b>Applicant is Represented by (contact person) (Full Legal Name[s]):</b>          Name: <u>Ryan Fritsch</u>          Company: <u>Neumann Developments, Inc.</u>          Mailing Address: <u>N27 W24025 Paul Court Suite 100</u>          City / State: <u>Pewaukee / WI</u> Zip: <u>53072</u>          Phone: <u>262-542-9200</u>          Email Address: <u>rfritsch@neumanndevelopments.com</u></p> <p>Tax Key Nos: <u>934 0033 000</u>            Existing Zoning: <u>R-5</u>          Existing Use: <u>Residential</u>          Proposed Use: <u>-</u>          Future Land Use Identification: <u>-</u></p>
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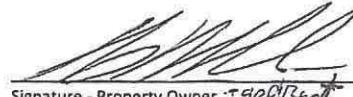
\*The 2025 Comprehensive Master Plan [Future Land Use Map](http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm) is available at: <http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm>

- Application submittals FOR AFFIDAVIT OF CORRECTION 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:  \$125
  - Legal Description for the subject property (WORD.doc or compatible format).
  - Seven (7) complete collated sets of Application materials to include:
    - One (1) original and six (6) copies of a written Project Narrative.
    - Seven (7) folded full size, drawn to scale copies of the Plat Affidavit of Correction (See Section 59.43(2)(m) of the Wisconsin Statutes for information that must be included on the correction instrument.
  - Email (or CD ROM) with all plans/submittal materials. *Plans must be submitted in both Adobe PDF and AutoCAD compatible format (where applicable).*

- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- Most requests require Plan Commission and/or Common Council review and approval.
- All Plat Affidavit of Correction requests shall comply with Section 236.295 of the Wisconsin Statutes.

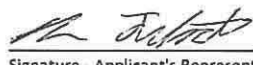
The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information 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).*

  
 \_\_\_\_\_  
 Name & Title (PRINT) Ryan Fritsch - Managing Member, Oakwood at Ryan Creek LLC  
 Date: \_\_\_\_\_

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

Signature - Applicant  
 \_\_\_\_\_  
 Name & Title (PRINT)  
 Date: \_\_\_\_\_

  
 \_\_\_\_\_  
 Signature - Applicant's Representative  
Ryan Fritsch - Project Assistant - NDI  
 Name & Title (PRINT)  
 Date: \_\_\_\_\_

Document No. \_\_\_\_\_

**AFFIDAVIT OF CORRECTION**

AFFIANT, hereby swears or affirms that the attached subdivision plat called Ryanwood Manor, recorded on the 11th day of June, 2019, in reel no. 9661, as document no. 10878187 and was recorded in the Register of Deeds of Milwaukee County, State of Wisconsin, contained the following error:

The storm drainage easement as graphically shown covering all of Outlot 1 on Sheet 4 of 7 of the aforesaid plat was shown incorrectly and should be described as shown on the attached Exhibit A.

NAME AND ADDRESS RETURN

CITY OF FRANKLIN  
PLANNING DEPARTMENT  
9229 WEST LOOMIS ROAD  
FRANKLIN, WI 53132

Pin: 934-0033-000  
(Parcel Identification number)

A complete original or copy of the original should be attached.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Affiant's Signature (print name below)  
John Konopacki

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_)) SS.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(type name below)

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (expires) (is): \_\_\_\_\_

OAKWOOD AT RYAN CREEK, LLC  
Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
\_\_\_\_\_  
Signature (print name below)  
Steve DeCleene, Member

CITY OF FRANKLIN  
Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
\_\_\_\_\_  
Signature (print name below)  
Stephen R. Olson, Mayor

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_)) SS.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(type name below)

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (expires) (is): \_\_\_\_\_

\_\_\_\_\_  
Signature (print name below)  
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_)) SS.

Subscribed and sworn to (or affirmed) before me this \_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(type name below)

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (expires) (is): \_\_\_\_\_



Register of Deeds  
**Milwaukee County**  
Israel Ramón • Register of Deeds



8 0 5 8 4 8 3 5  
Tx:40379919

**DOC. # 10878187**

RECORDED:  
06/11/2019 08:37 AM  
ISRAEL RAMON  
REGISTER OF DEEDS  
MILWAUKEE COUNTY, WI  
AMOUNT: 50.00

# PLAT

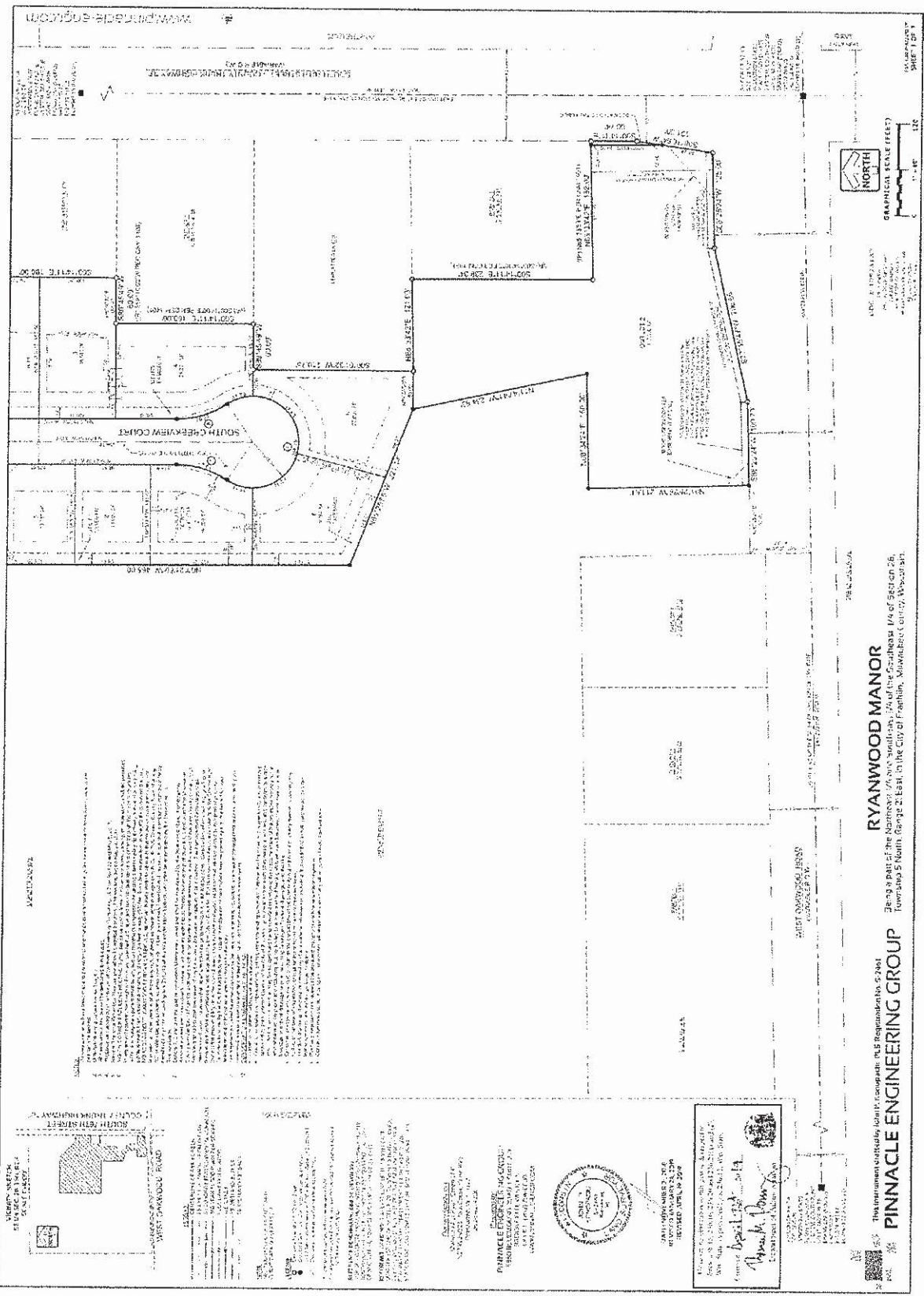
PLAT  
NAME: Ryanwood Manor

DOC# 10878187

REEL# 9661

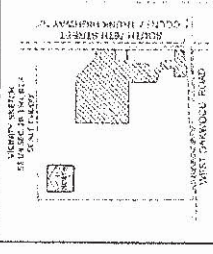
DATE: June 11, 2019

Number of Pages: 7



**NOTICE:** THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE USER OF THIS INFORMATION ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION. THE USER OF THIS INFORMATION SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM AND AGAINST ALL SUCH DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION.

**NOTICE:** THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE USER OF THIS INFORMATION ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION. THE USER OF THIS INFORMATION SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM AND AGAINST ALL SUCH DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS INFORMATION.



**PROJECT LOCATION:** 1/4 of Section 26, Township 2 North, Range 22 East, in the City of Frashier, Milwaukee County, Wisconsin.

**PROJECT NAME:** RYANWOOD MANOR

**PROJECT NUMBER:** 2014-0001

**DATE OF PREPARATION:** 10/15/14

**SCALE:** AS SHOWN

**PREPARED BY:** PINNACLE ENGINEERING GROUP

**DESIGNED BY:** [Name]

**CHECKED BY:** [Name]

**DATE:** 10/15/14

**PROJECT:** RYANWOOD MANOR

**SCALE:** AS SHOWN



**PROJECT NUMBER:** 2014-0001

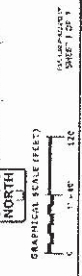
**DATE:** 10/15/14

**PROJECT:** RYANWOOD MANOR

**SCALE:** AS SHOWN

**DESIGNED BY:** [Signature]

**CHECKED BY:** [Signature]



**GRAPHICAL SCALE (FEET)**

0 50 100

**RYANWOOD MANOR**

Being a part of the Northwest 1/4 of Section 26, Township 2 North, Range 22 East, in the City of Frashier, Milwaukee County, Wisconsin.

**PINNACLE ENGINEERING GROUP**

1000 W. WISCONSIN AVENUE, SUITE 200, MILWAUKEE, WI 53233

TEL: 414.224.1111 FAX: 414.224.1112

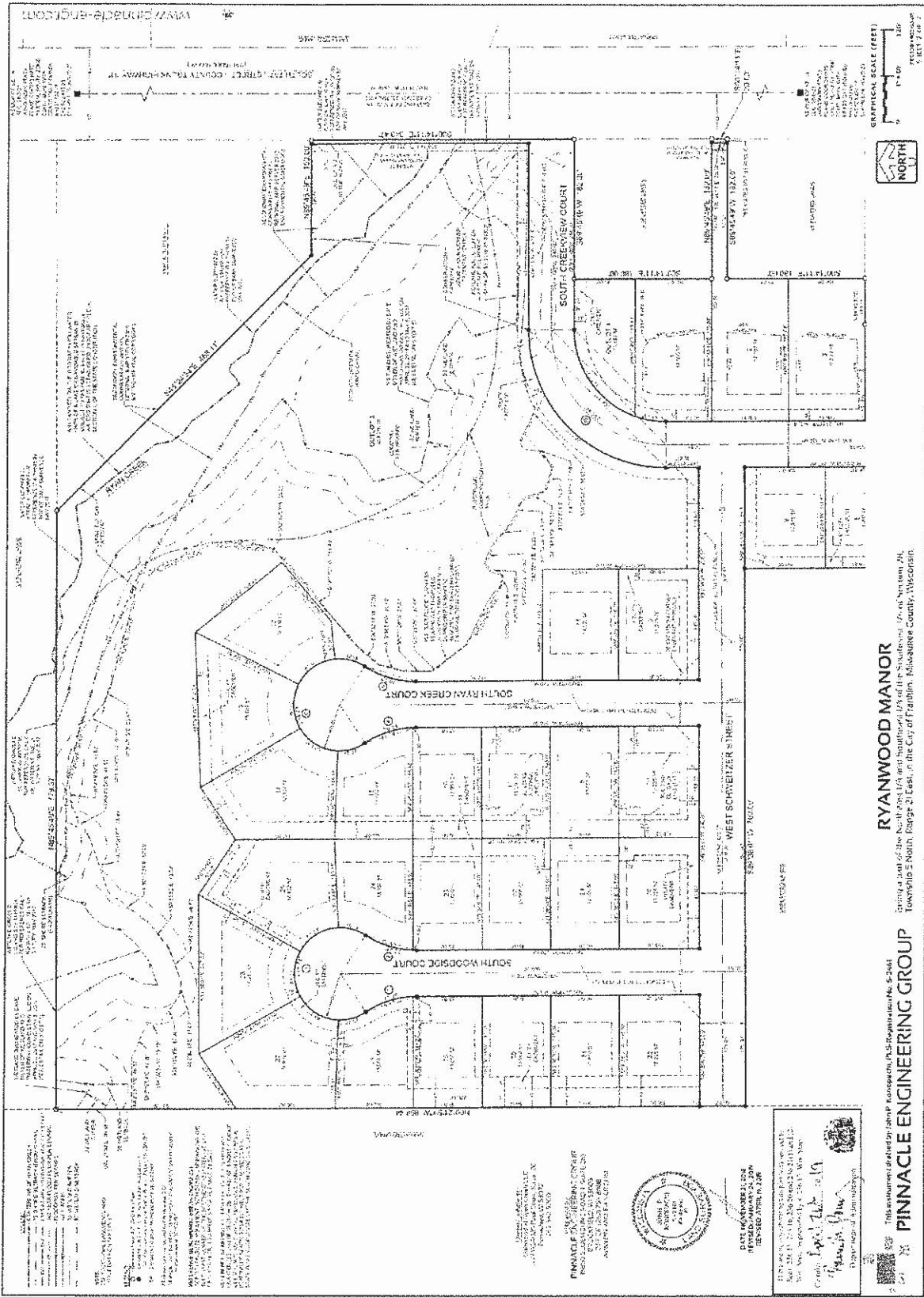
WWW.PINNACLE-ENG.COM

**PROJECT NUMBER:** 2014-0001

**DATE:** 10/15/14

**PROJECT:** RYANWOOD MANOR

**SCALE:** AS SHOWN



**NOTES:**

1. THIS PLAN IS THE PROPERTY OF PINNACLE ENGINEERING GROUP, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PINNACLE ENGINEERING GROUP, INC.
2. THIS PLAN IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE.
3. THIS PLAN IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE.
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10. THIS PLAN IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE.

**PROPERTY:**

**OWNER:**

**DATE:**

**PROJECT:**

**SCALE:**

**BY:**

**CHECKED:**

**DATE:**

**PINNACLE ENGINEERING GROUP**

REGISTERED PROFESSIONAL ENGINEERS

STATE OF WISCONSIN

DATE: 08/14/2019

PROJECT: RYANWOOD MANOR

SCALE: AS SHOWN

BY: [Signature]

CHECKED: [Signature]

DATE: 08/14/2019

**RYANWOOD MANOR**

Being a part of the North 20th and Southern 1/4 of the Southeast 1/4 of Section 26, Township 2 North, Range 2 East, of the City of Friesland, Milwaukee County, Wisconsin.

**PINNACLE ENGINEERING GROUP**

1200 W. WISCONSIN AVENUE, SUITE 200, MILWAUKEE, WI 53233

TEL: 414.224.1111 FAX: 414.224.1112

WWW.PINNACLE-ENG.COM

DATE: 08/14/2019

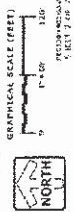
PROJECT: RYANWOOD MANOR

SCALE: AS SHOWN

BY: [Signature]

CHECKED: [Signature]

DATE: 08/14/2019



**RYANWOOD MANOR**

Being a part of the North 20th and Southern 1/4 of the Southeast 1/4 of Section 26, Township 2 North, Range 2 East, of the City of Friesland, Milwaukee County, Wisconsin.

**PINNACLE ENGINEERING GROUP**

1200 W. WISCONSIN AVENUE, SUITE 200, MILWAUKEE, WI 53233

TEL: 414.224.1111 FAX: 414.224.1112

WWW.PINNACLE-ENG.COM

DATE: 08/14/2019

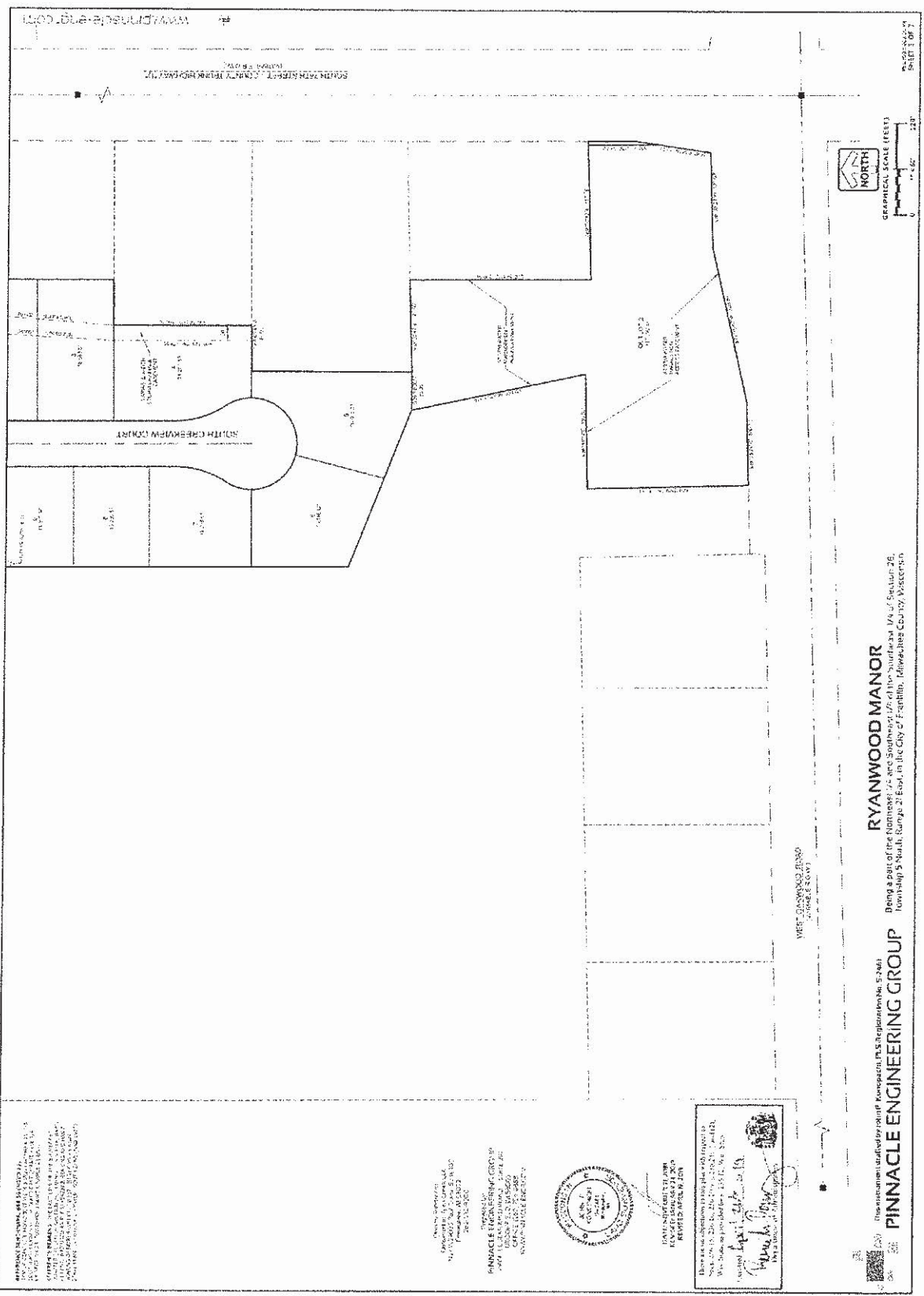
PROJECT: RYANWOOD MANOR

SCALE: AS SHOWN

BY: [Signature]

CHECKED: [Signature]

DATE: 08/14/2019



THESE PLANS WERE PREPARED BY THE ENGINEER OR ARCHITECT AND THE ENGINEER OR ARCHITECT IS NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THESE PLANS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE ACCURACY OF ALL INFORMATION CONTAINED HEREIN.

DATE: 08/14/2019  
 PROJECT: Pinnacle Engineering Group  
 10000 S. Greenway Court  
 Suite 100  
 Raleigh, NC 27607  
 Phone: 919.875.1234  
 Fax: 919.875.1235  
 Email: info@pinnacle-eng.com

**Pinnacle Engineering Group**  
 10000 S. Greenway Court  
 Suite 100  
 Raleigh, NC 27607  
 Phone: 919.875.1234  
 Fax: 919.875.1235  
 Email: info@pinnacle-eng.com



DATE: 08/14/2019  
 PROJECT: Pinnacle Engineering Group  
 10000 S. Greenway Court  
 Suite 100  
 Raleigh, NC 27607  
 Phone: 919.875.1234  
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 Email: info@pinnacle-eng.com

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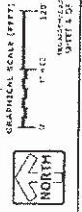
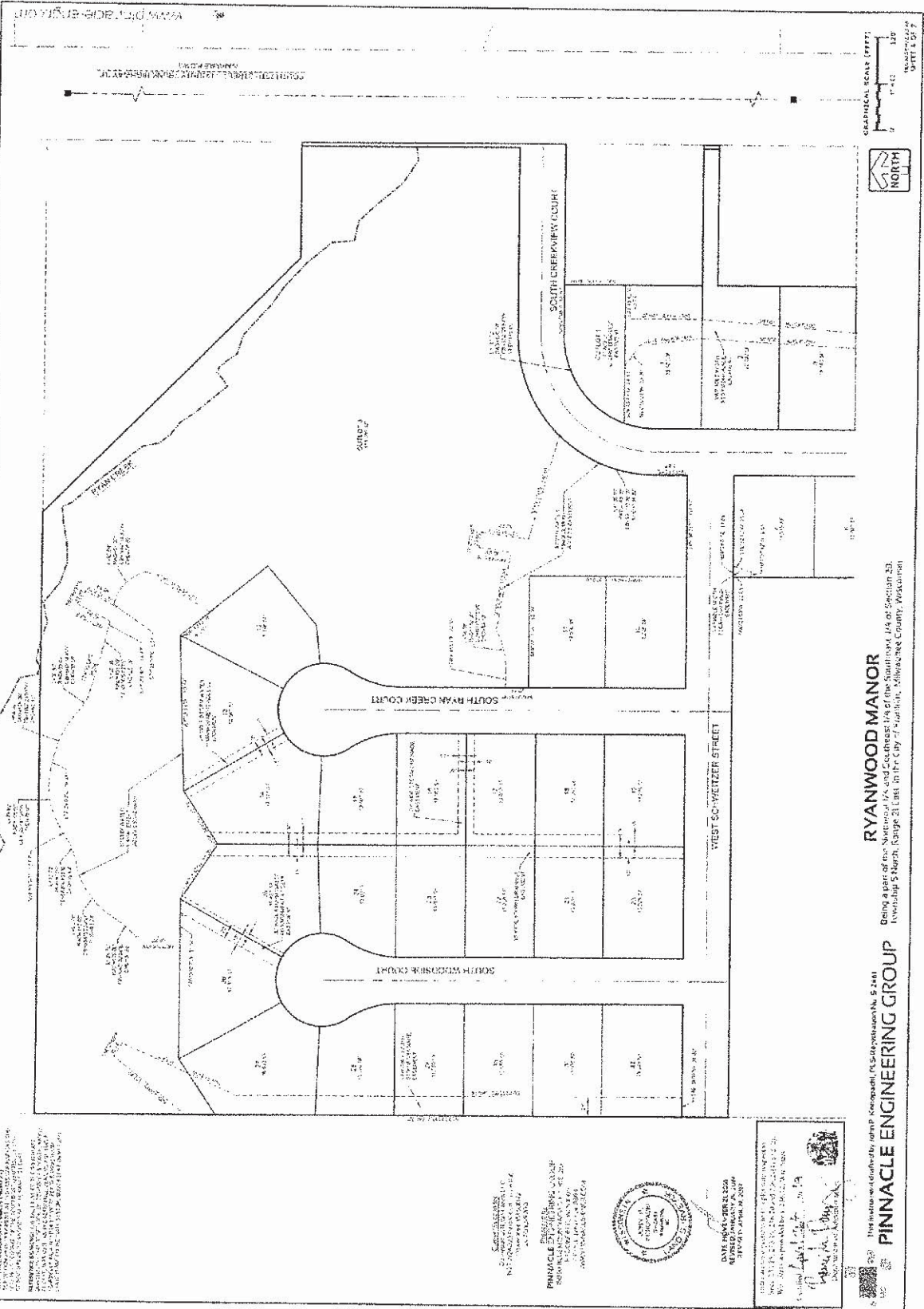
**Pinnacle Engineering Group**  
 10000 S. Greenway Court  
 Suite 100  
 Raleigh, NC 27607  
 Phone: 919.875.1234  
 Fax: 919.875.1235  
 Email: info@pinnacle-eng.com

**RYANWOOD MANOR**

Being a part of the Homesites 12 and Southwest 1/4 of the Southeast 1/4 of Section 26, Township 3 South, Range 2 East, in the City of Franklin, Delaware County, Missouri

**Pinnacle Engineering Group**

The information on this plan was prepared by the engineer or architect and the engineer or architect is not providing any guarantee or warranty for the accuracy of the information contained herein. The user of these plans shall be responsible for obtaining all necessary permits and for verifying the accuracy of all information contained herein.



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DATE: 11/14/2014  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN  
 PROJECT: RYANWOOD MANOR  
 SHEET: 1 OF 7



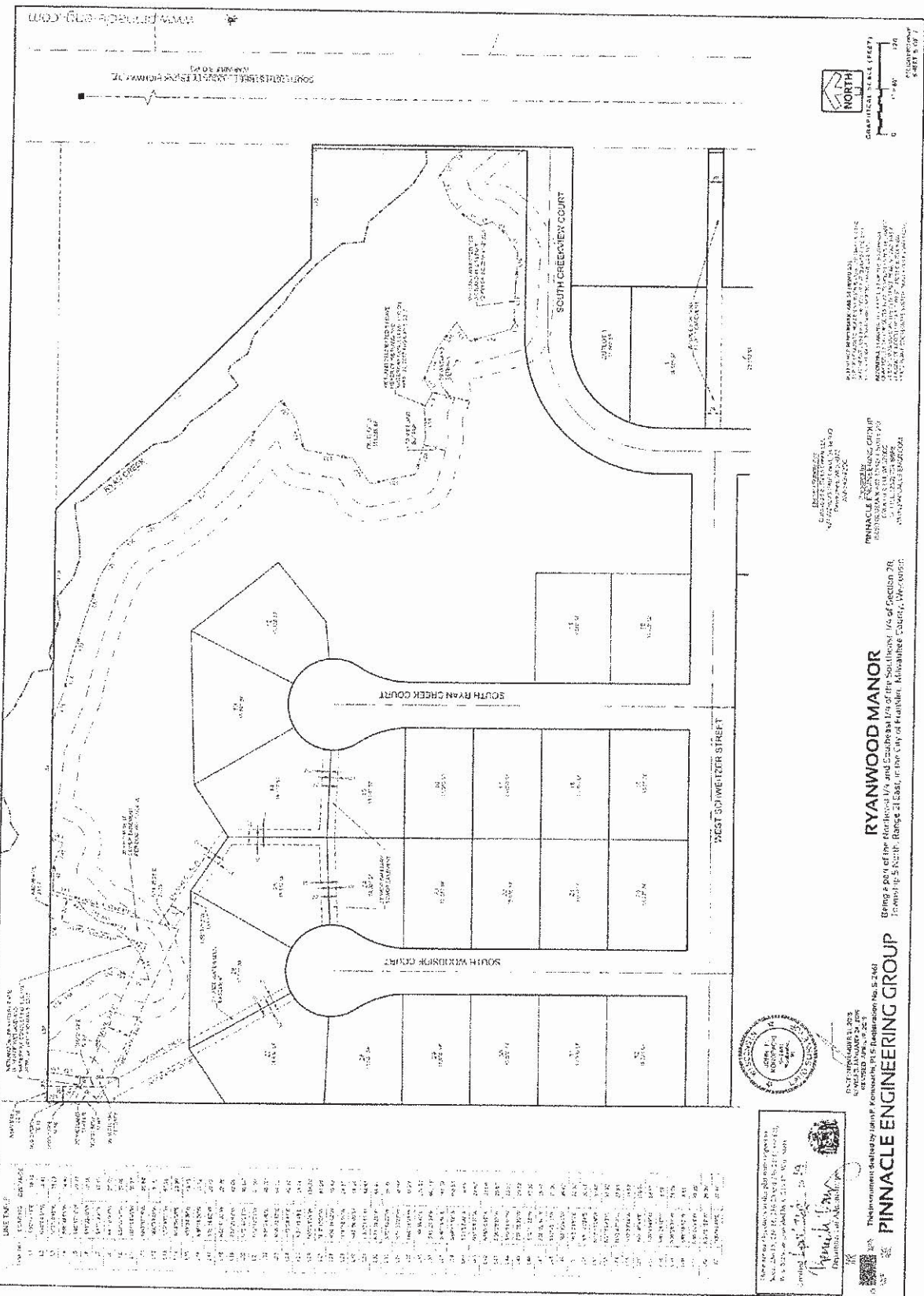
DATE: 11/14/2014  
 DRAWN BY: J. B. BROWN  
 CHECKED BY: J. B. BROWN

RYANWOOD MANOR  
 149 S. W. 1st St., Suite 200  
 Wausau, WI 54980  
 Pinnacle Engineering Group, Inc.  
 1111 Wisconsin Ave., Suite 200  
 Wausau, WI 54980  
 Phone: 715.833.1111  
 Fax: 715.833.1112  
 Email: info@pinnacleeng.com  
 Website: www.pinnacleeng.com

**PINNACLE ENGINEERING GROUP**  
 Being a part of the development of Ryanwood Manor, 149 S. W. 1st St., Suite 200, Wausau, WI 54980, in the City of Wausau, Shawano County, Wisconsin.

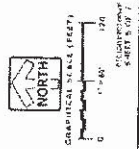
**RYANWOOD MANOR**

Being a part of the development of Ryanwood Manor, 149 S. W. 1st St., Suite 200, Wausau, WI 54980, in the City of Wausau, Shawano County, Wisconsin.



**DEED TABLE**

NO.	DATE	RECORD NO.	BOOK	PAGE	DESCRIPTION
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**GRAPHICAL SCALE (FEET)**  
 0 10 20 30 40  
 1" = 10'

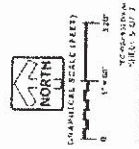
**NOTICE TO CONTRACTORS**  
 THE INFORMATION CONTAINED HEREON IS FOR GENERAL INFORMATION ONLY AND IS NOT TO BE USED AS A BASIS FOR CONTRACTS OR OTHER LEGAL INSTRUMENTS. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION CONTAINED HEREON. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION CONTAINED HEREON.

**Pinnacle Engineering Group**  
 10000 W. 15th Avenue, Suite 100  
 Denver, CO 80202  
 (303) 755-1000  
 www.pinnacleeng.com

**RYANWOOD MANOR**  
 Being a part of the Northern 1/4 and Southeast 1/4 of Section 28,  
 Township 5 North, Range 2 East, in the City of Fort Collins, Weld County, Colorado.

**Pinnacle Engineering Group**  
 10000 W. 15th Avenue, Suite 100  
 Denver, CO 80202  
 (303) 755-1000  
 www.pinnacleeng.com





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PINNACLE ENGINEERING GROUP, INC.  
 1000 W. WISCONSIN AVENUE, SUITE 200  
 WISCONSIN COUNTY, MISSOURI 64481

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 WISCONSIN COUNTY, MISSOURI 64481



Ryanwood Manor  
 Pinnacle Engineering Group, Inc.  
 1000 W. Wisconsin Avenue, Suite 200  
 Wisconsin County, Missouri 64481

**RYANWOOD MANOR**

**PINNACLE ENGINEERING GROUP**

Below a part of the Northwest 1/4 of the Southwest 1/4 of Section 28,  
 Township 2 North, Range 2 East, in the City of Hannibal, Missouri County, Missouri.

Project No. 19-001  
 Date: 12/15/19

Ryanwood Manor  
 Pinnacle Engineering Group, Inc.

SUPPLEMENTAL CERTIFICATE

STATE OF WISCONSIN  
COUNTY OF WAUKESHA

Know all men by these presents that I, the undersigned, do hereby certify that the following is a true and correct copy of the original as the same appears on file in my office:

... (Detailed text of the certificate regarding the water supply contract for Ryanwood Manor, including references to the original contract and the specific project details.)

Witness my hand and seal of office this 15th day of August, 2011.



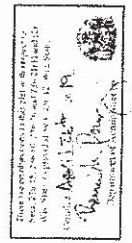
... (Text identifying the County Clerk and the location of the seal.)

LETTER OF SUBMITTAL

... (Text of the letter of submittal, including the name of the contractor, Ryanwood Manor, and the project details.)

... (Additional text of the letter of submittal, including dates and project specifications.)

... (Final text of the letter of submittal, including the signature of the contractor.)



... (Text identifying the contractor, Pinnacle Engineering Group, Inc., and the project details.)

OFFICIAL RECORD CERTIFICATE

... (Text of the official record certificate, including the date and location of recording.)



... (Text identifying the Register of Deeds and the location of the seal.)

MUNICIPALITY TREASURER'S CERTIFICATE

... (Text of the municipality treasurer's certificate, including the name of the municipality and the project details.)



... (Text identifying the Municipality Treasurer and the location of the seal.)

WISCONSIN ELECTRIC POWER COMPANY

... (Text of the Wisconsin Electric Power Company certificate, including the name of the project and the location of the project.)

Table with columns: LOT NO., LENGTH, BEARS, CURVE DATA, AREA, etc. It contains detailed survey data for the project.

RYANWOOD MANOR

Being a part of the Northeast 1/4 and Southeast 1/4 of the County of Waushara, Wisconsin

PINNACLE ENGINEERING GROUP

The undersigned hereby certifies that the above is a true and correct copy of the original as the same appears on file in my office.

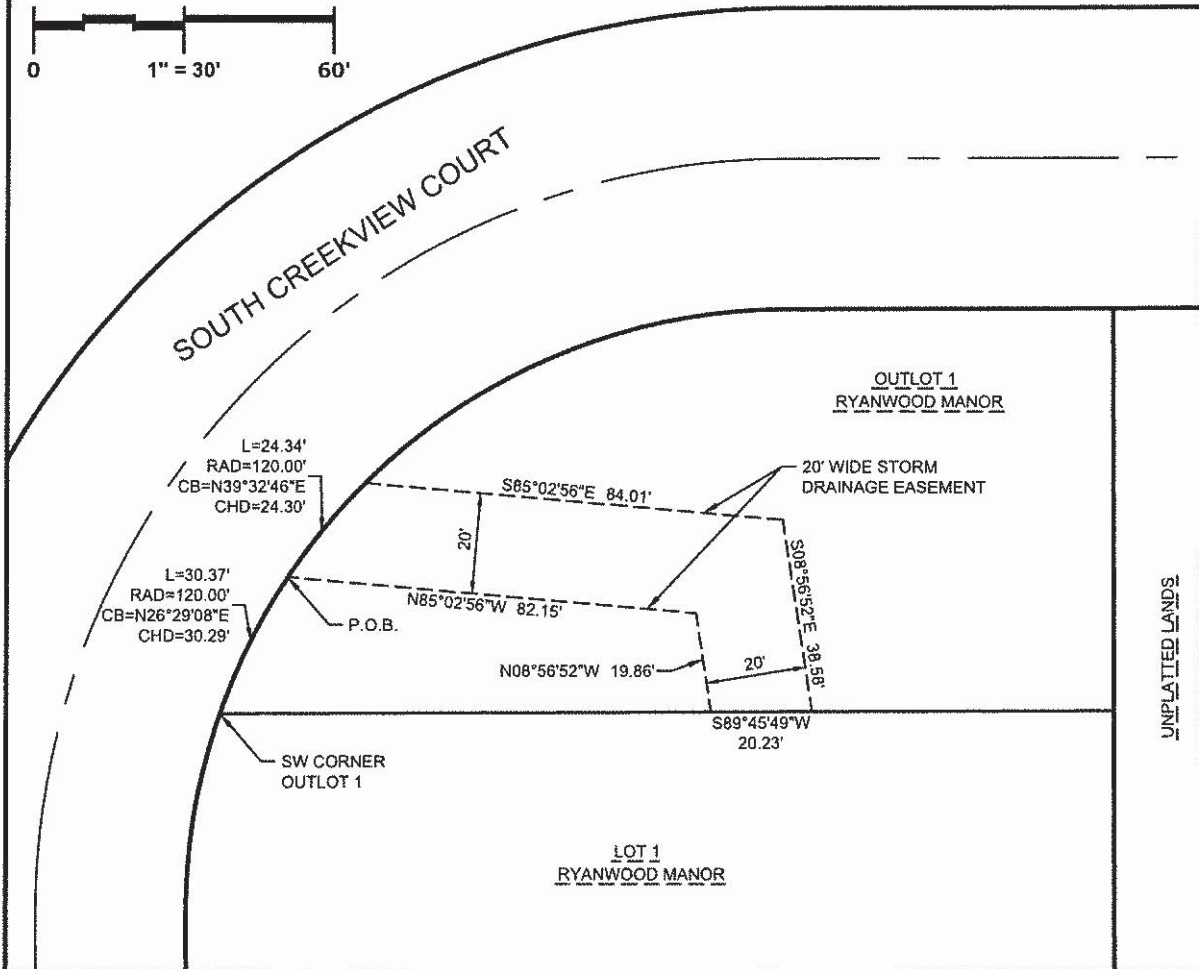
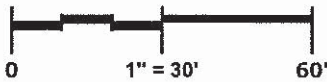
Legal Description of 20' Wide Storm Drainage Easement:

All that part of Outlot 1 in Ryanwood Manor, a subdivision recorded on June 11<sup>th</sup>, 2019, in Reel No. 9661, as Document No. 10878187 in the Register of Deeds for Milwaukee County, located in part of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of said Outlot 1; thence northeasterly, 30.37 feet along the east right-of-way line of South Creekview Court and the arc of a curve, radius of 120.00 feet, center lies to the right, chord bears North 26°29'08" East, 30.29 feet to the place of beginning of the land hereinafter to be described; thence continuing northeasterly, 24.34 feet along said east right-of-way line and the arc of a curve, radius of 120.00 feet, center lies to the right, chord bears North 39°32'46" East, 24.30 feet; thence South 85°02'56" East, 84.01 feet; thence South 08°56'52" East, 38.58 feet to the south line of said Outlot 1; thence South 89°45'49" West along said south line, 20.23 feet; thence North 08°56'52" West, 19.86 feet; thence North 85°02'56" West, 82.15 feet to the place of beginning.



OUTLOT 3  
RYANWOOD MANOR

GRAPHICAL SCALE (FEET)



**EXHIBIT A - STORM DRAINAGE EASEMENT**

12/14/2020

**PINNACLE ENGINEERING GROUP**

**PLAN | DESIGN | DELIVER**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186

WWW.PINNACLE-ENG.COM

PFC. IOR#902 00

Document No.

**ADDENDUM TO STORM DRAINAGE EASEMENT**

This Addendum to Storm Drainage Easement is being recorded as an addendum to the Storm Drainage Easement – Ryanwood Manor recorded on March 9, 2020 as Document No. 10958531, in the Register of Deeds of Milwaukee County, State of Wisconsin.

The addendum is being recorded to correct the Variable Width Storm Drainage Easement #1. The corrected Variable Width Storm Drainage Easement #1 is graphically shown on the attached Exhibit B and described on the attached Exhibit C.

All other terms and conditions as described in Document No. 10958531 remain in place.

NAME AND ADDRESS RETURN

CITY OF FRANKLIN  
PLANNING DEPARTMENT  
9229 WEST LOOMIS ROAD  
FRANKLIN, WI 53132

Pin: 934-0033-000  
(Parcel Identification number)

OAKWOOD AT RYAN CREEK, LLC

CITY OF FRANKLIN

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature (print name below)

\_\_\_\_\_  
Signature (print name below)

Steve DeCleene, Member

Stephen R. Olson, Mayor

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_)) SS.

\_\_\_\_\_  
Signature (print name below)

Sandra L. Wesolowski, City Clerk

Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_)) SS.

\_\_\_\_\_  
(type name below)

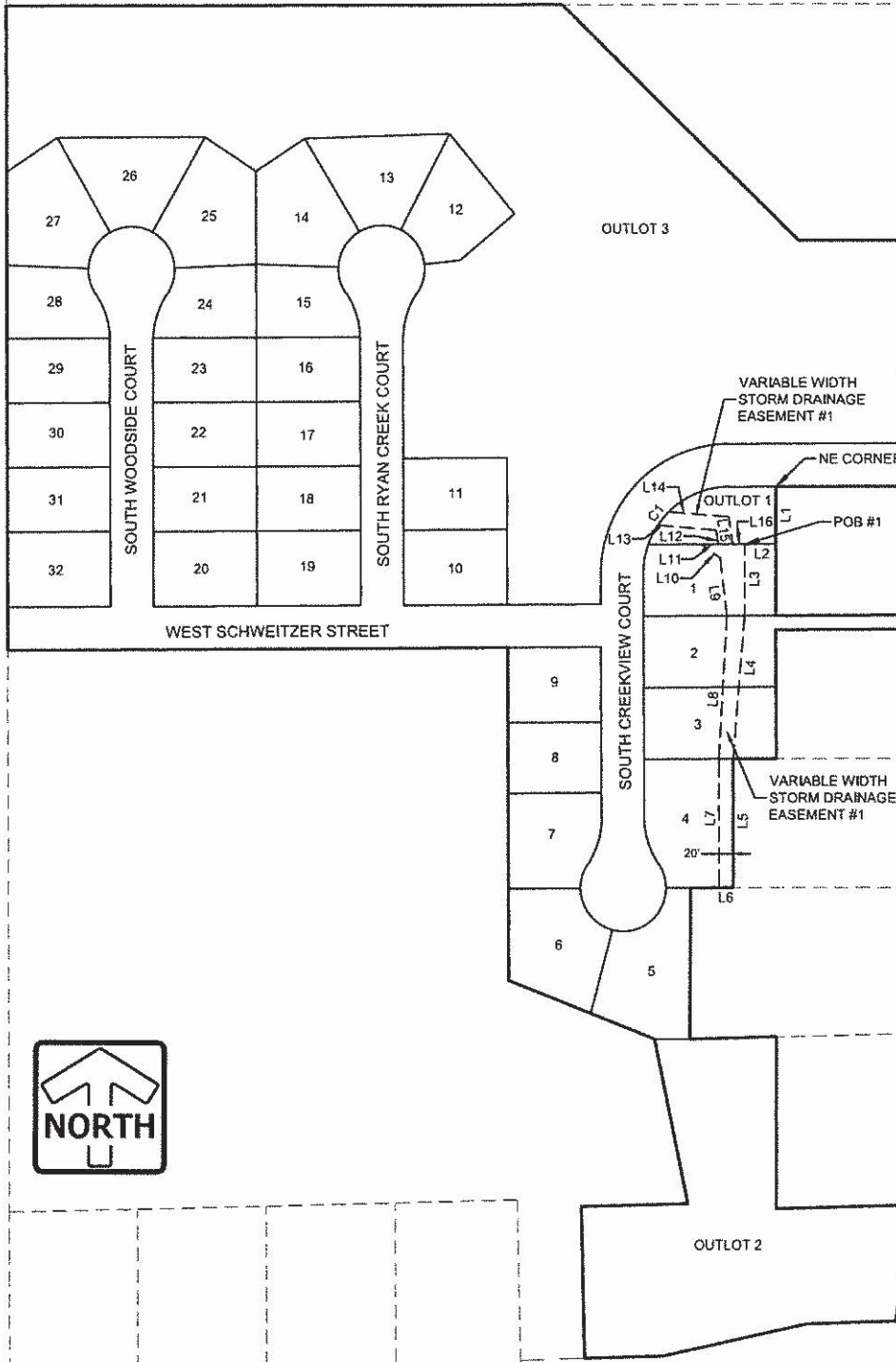
Subscribed and sworn to (or affirmed) before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(type name below)

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (expires) (is): \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission (expires) (is): \_\_\_\_\_

**EXHIBIT B**  
(Depiction of the Facilities)



SOUTH 76TH STREET - COUNTY TRUNK HIGHWAY "J"



WEST OAKWOOD ROAD

DATE: 12-14-2020  
FILE: 902.00 EASEMENTS

**EXHIBIT B**  
(Depiction of the Facilities)

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S00°14'11"E	80.00'
L2	S89°45'49"W	43.75'
L3	S00°14'11"E	100.00'
L4	S04°24'31"W	200.66'
L5	S00°14'11"E	180.00'
L6	S89°45'49"W	20.00'
L7	N00°14'11"W	179.95'
L8	N02°58'56"E	200.36'
L9	N06°50'43"W	81.01'
L10	N54°18'39"W	33.28'
L11	N89°45'49"E	24.33'
L12	N08°56'52"W	19.86'
L13	N85°02'56"W	82.15'
L14	S85°02'56"E	84.01'
L15	S08°56'52"E	38.58'
L16	N89°45'49"E	16.71'

CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CH LENGTH
C1	24.34'	120.00'	11°37'13"	N39°32'46"E	24.30'

DATE: 12-14-2020  
FILE: 902.00 EASEMENTS

Exhibit C  
(Description of Easement Area)

Legal Description of the Storm Drainage Easement #1:

All that part of Lots 1, 2, 3, 4 and Outlot 1 in Ryanwood Manor, being a part of the Northeast 1/4 and Southeast 1/4 of the Southeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the northeast corner of said Outlot 1; thence South 00°14'11" East along the east line of said Outlot 1, 80.00 feet to the southeast corner of said Outlot 1; thence South 89°45'49" West along the south line of said Outlot 1, 43.75 feet to the place of beginning of the land hereinafter to be described; thence South 00°14'11" East, 100.00 feet; thence South 04°24'31" West, 200.66 feet to the northeast corner of said Lot 4; thence South 00°14'11" East along the east line of said Lot 4, 180.00 feet to the southeast corner of said Lot 4; thence South 89°45'49" West along the south line of said Lot 4, 20.00 feet; thence North 00°14'11" West, 179.95 feet; thence North 02°58'56" East, 200.36 feet; thence North 06°50'43" West, 81.01 feet; thence North 54°18'39" West, 33.28 feet to the south line of said Outlot 4; thence North 89°45'49" East along said south line, 24.33 feet; thence North 08°56'52" West, 19.86 feet; thence North 85°02'56" West, 82.15 feet to the east right-of-way line of South Creekview Court; thence northeasterly, 24.34 feet along said east right-of-way line and the arc of a curve, radius of 120.00 feet, center lies to the right, chord bears North 39°32'46" East, 24.30 feet; thence South 85°02'56" East 84.01 feet; thence South 08°56'52" East, 38.58 feet; thence North 89°45'49" East, 16.71 feet to the place of beginning.

Site Inspection photographs. April 23, 2020.





**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of February 4, 2021****Condominium Plat**

**RECOMMENDATION:** Department of City Development staff recommends approval of the subject Condominium Plat.

<b>Project Name:</b>	7930-32 S. 68 <sup>th</sup> Street Condominiums
<b>General Project Location:</b>	7930-32 S 68 <sup>th</sup> Street
<b>Property Owner:</b>	Raymond & Carol Holterman Rev Tr
<b>Applicant:</b>	Raymond & Carol Holterman Rev Tr
<b>Agent:</b>	Anthony G. Henika
<b>Current Zoning:</b>	R-7 – Two-Family Residence District
<b>2025 Comprehensive Plan:</b>	Residential
<b>Use of Surrounding Properties:</b>	Multifamily residential to the west, two-family residential to the north and single-family residential to the east and south.
<b>Applicant’s Action Requested:</b>	Approval of Condominium Plat.
<b>Staff:</b>	Principal Planner Régulo Martínez-Montilva

**PROJECT DESCRIPTION/ANALYSIS:**

Before you is a Condominium Plat application submitted on January 5, 2021, to create the “7930-32 S. 68th Street Condominiums” which consists of 2 attached residential units with approximate 2,000 square feet of living area for each unit. The subject property is located in the R-7 Two-family residence district where it is a permitted use. The principal structure with the 2 units, driveway and common elements are already existing, no site improvements are being proposed with this application.

The existing two-family structure received occupancy permit in 2004 and it complies with all the current standards of the R-7 zoning district. It can be noted that the adjacent property to the north is the “7918-7920 South 68th Street Condominium” recorded in 2005 (Document No. 09053692), which has similar building footprint and layout.

The applicant has addressed the review comments of memorandum dated January 18, 2021, including the recording blank space, condominium name and technical corrections to the declaration and bylaws.

**STAFF RECOMMENDATION:**

City Development staff recommends approval of the 7930-32 S. 68<sup>th</sup> Street Condominiums, subject to the conditions outlined in the attached resolution.

## RESOLUTION NO. 2021-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A  
CONDOMINIUM PLAT FOR THE 7930-32 S. 68TH ST.  
CONDOMINIUMS DEVELOPMENT AT 7930 SOUTH 68TH STREET  
(RANDALL R. HOLTERMAN, TRUSTEE, RAYMOND AND  
CAROL HOLTERMAN REVOCABLE TRUST, APPLICANT)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a condominium plat for The 7930-32 S. 68th St. Condominiums development, (conversion of an attached, two-family residence into a two-unit condominium with approximately 2,000 square feet of living area in each unit), such plat being Parcel 4 CERTIFIED SURVEY MAP NO. 6890, being a part of the Northwest 1/4 of the Northeast 1/4 of Section 15, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 7930 South 68th Street, bearing Tax Key No. 805-9989-006, Randall R. Holterman, Trustee, Raymond and Carol Holterman Revocable Trust, 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 4, 2021, 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 the 7930-32 S. 68th St. Condominiums development, as submitted by Randall R. Holterman, Trustee, Raymond and Carol Holterman Revocable Trust, 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. Randall R. Holterman, Trustee, Raymond and Carol Holterman Revocable Trust, applicant, successors and assigns, shall pay to the City of Franklin the amount of all

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
THE 7930-32 S. 68TH ST. CONDOMINIUMS DEVELOPMENT  
RESOLUTION NO. 2021- \_\_\_\_\_

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development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the 7930-32 S. 68th St. Condominiums development, 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 Randall R. Holterman, Trustee, Raymond and Carol Holterman Revocable Trust, applicant, and The 7930-32 S. 68th St. Condominiums development for the property located at 7930 South 68th 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.
4. The 7930-32 S. 68th St. Condominiums development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
5. The applicant shall record the Condominium Plat with the Milwaukee County Office of the Register of Deeds.

BE IT FURTHER RESOLVED, that the Condominium Plat for the 7930-32 S. 68th St. Condominiums 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 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days 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 the 7930-32 S. 68th St. Condominiums 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 \_\_\_\_\_, 2021.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR  
THE 7930-32 S. 68TH ST. CONDOMINIUMS DEVELOPMENT  
RESOLUTION NO. 2021-\_\_\_\_\_

Page 3

APPROVED:

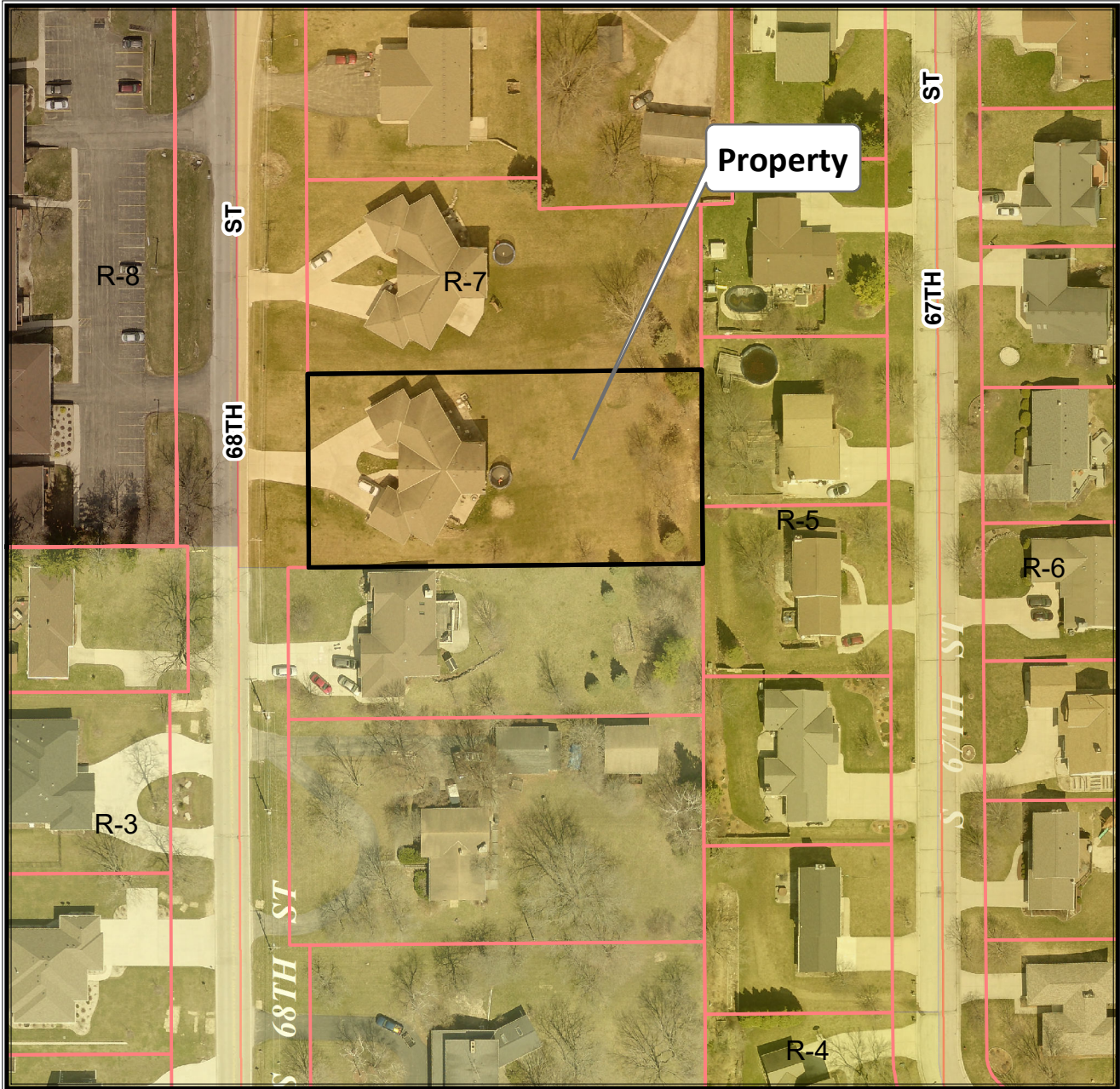
\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

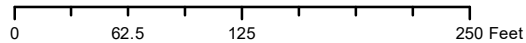
\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

7930-7932 S. 68th Street  
TKN: 805 9989 006

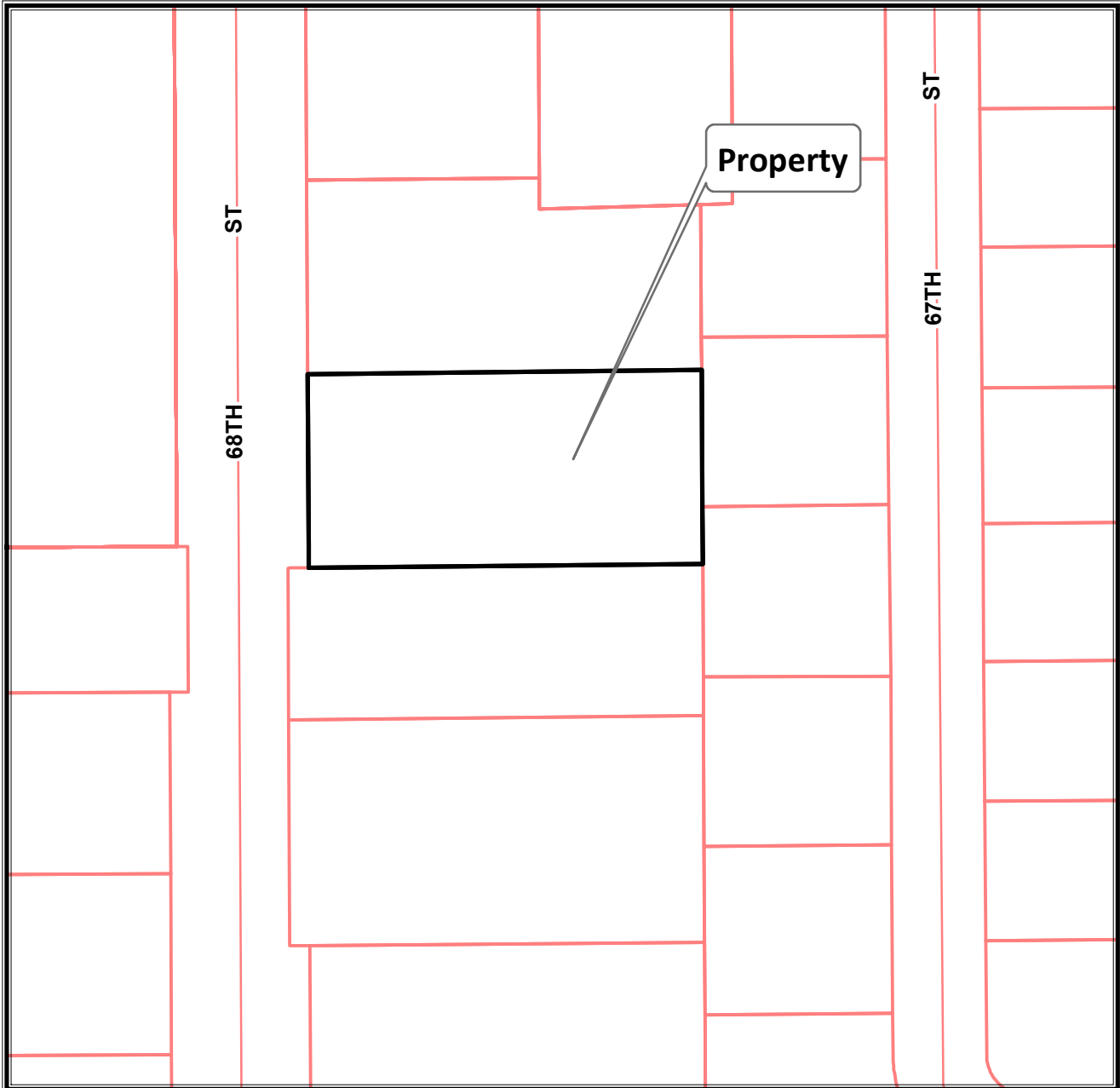


**Planning Department**  
**(414) 425-4024**

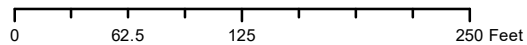


*This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.*

7930-7932 S. 68th Street  
TKN: 805 9989 006



**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.*

## MEMORANDUM

Date: January 18, 2021  
To: Anthony G. Henika, Esq.  
From: Principal Planner Régulo Martínez-Montilva, Department of City Development  
RE: Application for Condominium Plat – 7930-32 S. 68<sup>th</sup> Street

---

Staff comments are as follows for the above-referenced application submitted on January 5, 2021:

### **City Development Department comments**

1. Pursuant to Wisconsin Statutes §703.11(am), please add to the condominium plat “a blank space at least 3 inches by 3 inches in size in the upper right corner on the first sheet for recording use by the register of deeds”.
2. Will the condominium association be incorporated or unincorporated? Section 7 of the declaration states that it will be an unincorporated association but the bylaws (article I) refer to a nonprofit corporation.
3. The condominium name must match in the condominium plat and declaration, please add or remove the word “the” accordingly.
4. Upon Common Council approval, the applicant must record the condominium plat and declaration with the register of deeds.

### **Engineering Department Comments**

5. Need to submit a certified copy of the recorded condo plat (original size document).
6. Note: Please submit an Autocad file of the condo plat for GIS update.

### **Fire Department Comments**

7. The fire department has no comments/concerns.

### **Inspection Services Department Comments**

8. Inspection Services has no comments on the subject proposal at this time.

### **Police Department Comments**

9. The Franklin Police Department has no issues or concerns with this project.

**BYLAWS  
OF  
7930-32 S. 68th St. CONDOMINIUM ASSOCIATION, INC.**

The following Bylaws are accepted by 7930-32 S. 68th St. Condominium Association, Inc. as of \_\_\_\_\_. Capitalized terms not defined herein shall have the meaning attributed to such terms as set forth in the Declaration of The 7930-32 S. 68th St. Condominiums.

**ARTICLE I. PURPOSES**

The purposes for which this Corporation is organized and shall be operated are as follows: (1) to service as an association of Unit Owners in the Association under Chapter 703 of the Wisconsin Statutes (hereinafter, the “Act”); (2) to serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control. The 7930-32 S. 68th Street Condominiums (hereinafter, the “Condominium”) in accordance with the Act and the Declaration; and (3) to engage in any lawful activity included in and permitted under the Act, the Declaration and the purposes for which a nonstock, nonprofit corporation may be organized.

**ARTICLE II. OFFICES**

2.01. Principal Office. The initial principal office of the Association shall be located at 7930-32 S. 68th Street, Franklin, Wisconsin 53132. The Association may have such other office, either within or without the State of Wisconsin, as the Board of Directors may designate from time-to-time.

2.02. Registered Office. The initial registered office shall be Anthony G. Henika S.C. 9114 W. Puetz Road, Franklin, Wisconsin 53132.

**ARTICLE III. ASSOCIATION**

3.01 Membership. The Members shall be all of the Unit Owners. The Association shall have one (1) class of voting Membership. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration, or upon entering into a land contract for the purchase of a Unit, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease.

3.02 Voting Rights. Each Unit shall have one vote. If a Unit is owned by more than one person or entity, the person or entity who shall be entitled to vote for the Unit shall be the single person or entity named on a certificate by all of the co-owners of the Unit and filed with the Secretary of the Association.

3.03 Unit Owner Prohibited from Voting. No Unit Owner may vote at any meeting if his/her monthly assessment fee is thirty (30) days past due and/or the Association has a lien against the Unit for an unpaid amount due the Association, or if the Association has instituted an action to



perfect a lien and the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

3.04 Proxies. Any Unit's vote may be cast pursuant to a proxy executed by the Unit Owner. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner or by the majority in interest of the co-owners. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

3.05 Membership Roster. The Secretary of the Association shall maintain a Membership Roster which states the name and address of each person or entity entitled to cast a vote on behalf of a Unit. As provided in Section 3.02 hereof, co-owners of a Unit shall provide the Secretary of the Association with a certificate naming the individual or entity entitled to vote on behalf of the Unit. Any change in the designation of the individual or entity entitled to vote shall be delivered to the Secretary of the Association.

3.06 Annual Meetings. The first annual meeting of the Unit Owners shall be held within twelve (12) months following the date of recording of the Declaration, or on or before the date of conveyance of Units by the Declarant to which fifty percent (50%) or more of the Allocated Interests in the Condominium appertain, whichever first occurs. Unless otherwise determined by the Board of Directors, annual meetings of the Association after the first annual meeting shall be held on the second Tuesday of June of each succeeding year, unless such date shall occur on a legal holiday, in which event the meeting shall be held on the next succeeding Tuesday which is not a legal holiday. Meetings of the Association shall be held at the office of the Association or at such other suitable place convenient to Unit Owners as from time-to-time may be designated by the Board of Directors

3.07 Special Meetings. The President or the Board of Directors, or the Members having one-half of the votes in the Association may call a special meeting. The only issues which may be addressed at a special meeting are those issues stated in the notice of such meeting.

3.08 Notice of Meetings. The Secretary shall cause to be sent to each Unit Owner written notice of the time, place, and purpose or purposes of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice shall be sent by United States mail, first class postage prepaid. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered; provided, however, the Secretary of the Association shall certify in writing that such notice was personally delivered to the Unit Owner.

3.09 Conduct of Meetings. The minutes of each meeting shall be kept in a minute book maintained for the Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of any meeting of the Association when not in conflict with these Bylaws, the Declaration

or the Act. All votes shall be tallied by the Secretary, or, if the Secretary is not present, by a person or persons appointed by the presiding officer of the meeting.

3.10 Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a majority of the Votes of Unit Owners present and entitled to vote, in person or by proxy, at a meeting of the Association at which a quorum is present.

3.11 Quorum. A quorum for the purposes of general or special meetings shall consist of One Hundred percent (100%) of the Votes of the Association unless otherwise required by the Act or any of the Condominium Documents.

3.12 Action Without Meeting. Any action by Unit Owners required or permitted to be taken at a meeting may be taken without a meeting if all of the Unit Owners (and Mortgagees if required) shall consent in writing to such action. Any such unanimous written consent shall be filed in the Association's Minute Book.

#### **ARTICLE IV. BOARD OF DIRECTORS**

4.01 General Powers. The affairs of the corporation shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

4.02 Number; Declarant Control.

(A) The Declarant shall designate one (1) persons to the initial Board of Directors. None of the Directors designated by Declarant must be a Unit Owner and each shall serve until control of the Association passes to the Unit Owners as provided in this Section. The Board of Directors shall be expanded to a maximum of three (3) Members, in the manner and at the times set forth below. Two members of the Board of Directors elected other than the one (1) Director designated by Declarant must be a Unit Owner. The third Director need not own a Unit.

(B) Prior to conveyance of fifty percent (50%) of the Allocated Interest in the Condominium, the Residential Unit Owner(s), other than the Declarant, shall elect one Director; thereafter, the Board of Directors shall be composed of one (1) person; and

(C) Upon conveyance of fifty percent (50%) of the Allocated Interest in the Condominium, the Residential Unit Owner(s) other than the Declarant shall elect another two Directors; thereafter, the Board of Directors shall be composed of three (3) persons.

(D) A special meeting shall be held on or before forty-five (45) days after the earlier to occur of: (i) thirty (30) days after the date of conveyance of Units to which one hundred percent (100%) of the Allocated Interest of the Condominium appertain; or (ii) the date of expiration of ten (10) years from the date of the first conveyance to any purchaser other than Declarant of any Unit in the Condominium, at which special meeting all remaining Directors appointed by the Declarant

shall resign and two (2) new Directors shall be elected by the Residential Unit Owners, and one (1) Director shall be elected by the other 2 Directors. These Directors shall serve until their successors shall have been elected at the next succeeding annual meeting.

4.03 Term of Office. Each Director shall serve a term of one years beginning after the conclusion of the annual meeting and continuing until the next annual meeting. Notwithstanding the foregoing, upon the election of the first Board of Directors consisting of three Directors, all three Directors shall serve terms that expire at the conclusion of the next annual meeting. At such annual meeting and at each subsequent annual meetings, the Residential Unit Owners shall be entitled to elect three (3) Directors.

4.04 Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act and the Condominium Documents. Such powers and duties shall include, but not be limited to, the following:

- (A) To promulgate and enforce the Rules and Regulations.
- (B) To contract for and dismiss the services of accountants, attorneys, or other employees or agents and to pay to such persons reasonable compensation.
- (C) To adopt annual budgets, in which there shall be established the required contribution of each Unit Owner to the Common Expenses; one budget for the Parking Facilities and one Budget for the remaining Common Elements.
- (D) To operate, maintain, repair, improve and replace the Common Elements and facilities as provided for in the Declaration and other Condominium Documents.
- (E) To ascertain the amount of and pay the Common Expenses.
- (F) To enter into contract, deeds, leases, or other written agreements including, but not limited to, leases of Common Elements to third parties who offer goods and/or services to Association members or the public at large, and to authorize the execution and delivery thereof by the appropriate officers.
- (G) To open and maintain bank accounts on behalf of the Association and designate the signatories required therefore. The signatures of two officers shall be required for all checks greater than \$1,000 in amount.
- (H) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.
- (I) To obtain property and casualty insurance on behalf of the Association as required by the Condominium Documents with respect to the Units and Common Elements, to obtain

insurance in accordance with these Bylaws, and to settle any claim under any such policies of insurance.

(J) To repair or restore the Property as required by the Act and/or the Declaration.

(K) To own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the Association, items of personal property necessary to or convenient in the conduct and management of the business and affairs of the Association and in the operation of the Property, including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(L) To keep adequate books and records as required by the Act and the Condominium Documents.

(M) To approve and sign checks and issue payment vouchers.

(N) To pay off liens against any portion of the Property; provided that this power shall not create a duty to pay off liens which the Board of Directors disputes or for which others may be responsible.

(O) To collect Assessments from Unit Owners and deposit the proceeds thereof in the proper accounts.

(P) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of Five Thousand Dollars (\$5,000), other than trade debt incurred in the ordinary course of business (payable within 45 days or less), without the prior consent of at least one hundred percent (100%) of the votes obtained at a meeting duly called and held for such purpose.

(Q) Purchasing on behalf of all Unit Owners any Unit whose Unit Owner has elected to sell such Unit or any Unit which is to be sold at a foreclosure or other judicial sale and acquire on behalf of all Unit Owners

(S) To appoint an Architectural Control Committee which shall be empowered to review and approve all improvements, alterations and modification to the Condominium and the Units which in any way may be seen from the exterior of any Unit or which may in any way impact the Common Elements or structural integrity of the Property, or which may alter the HVAC or other mechanical, electrical, gas or water system serving the Condominium.

(T) Elect the Officers of the Association.

4.05 Regular Meetings. The Board of Directors may provide, by resolution, the time and place, within the State of Wisconsin, for the holding of regular meetings.

4.06 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons calling such meetings shall fix any time or place, within the State of Wisconsin, for holding any special meeting of the Board of Directors.

4.07 Removal of Members of the Board of Directors. The Declarant may by written notice to the Board of Directors remove any Director appointed to the Board of Directors by Declarant and appoint a successor Director. Any Residential Director, except for a Director appointed by the Declarant, may be removed from office either with or without cause, by the affirmative vote of a majority of Directors then in office taken at a special meeting of Directors called for that purpose.

4.08 Incapacity, Resignation or Death of a Director. If a Director becomes incapacitated to the extent he is unable to perform his duties as a Director, or if a Director resigns or dies during his term as a Director, then a replacement Director shall be chosen as provided for in Section 4.09 below of this Article.

4.09 Vacancies. Except for Directors appointed by Declarant, any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a majority of the Directors then in office, although less than a quorum of the Board of Directors is present for such vote; provided, however, that a vacancy with respect to the Director's seat elected by the Unit Owners may only be filled by a vote of the majority of the Votes of the Unit Owners.

4.10 Notice. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system or sent by facsimile machine to each Director at his last known address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when given to the telegraph company. Whenever any notice whatever is required to be given to any Directors of the Association under the provisions of the Articles of Incorporation or By-Laws or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the time of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of waiver of notice of such meeting.

4.11 Telephone Meetings. The Board of Directors may conduct its meetings by means of a conference telephone or similar communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

4.12 Quorum. A majority of the Director then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a quorum is present at a meeting a majority of the Directors present may adjourn the meeting from time-to-time without further notice.

4.13 Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law. All Directors shall participate in all decisions and actions of the Board of Directors as it affects the Residential Units.

4.14 Compensation. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interest of any of its members or the fact that they may also be Officers, may establish reasonable compensation of all Directors for services rendered to the Association as Directors or otherwise, or may delegate such authority to an appropriate committee.

4.15 Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent to such action shall be entered in the minutes of the meeting or unless he shall file written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

4.16 Informal Action. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors or members of such committee.

4.17 Committees. The Board of Directors may appoint and dismiss committees made up of Unit Owners as the Board of Directors from time-to-time deems desirable to assist in the administration or operation of the Condominium.

4.18 Minutes. Minutes of all meetings of the Board of Directors and its committees shall be made and filed in the Association's Minute Book.

4.19 Insurance Trustee. The Board of Directors shall have the right (but shall not be required) to designate any bank, trust company, management agent, savings and loan association, building and loan association, insurance company or any institutional lender, or the Association, as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds therefrom will be held in accordance with the terms of these Bylaws. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or content of the policies, the

correctness of any amounts received by it on account of the proceeds of any insurance policies, nor the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the Unit Owners and their respective Mortgagees.

## **ARTICLE V. OFFICERS**

5.01 Principal Officers. The principal officers of the Association shall be a President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary or the offices of President and Vice President.

5.02 Election and Term of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the next annual meeting of the Board of Directors, or until his successor shall have been elected or until his prior death, resignation or removal.

5.03 Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by a majority vote of the Board of Directors whenever in its judgment the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

5.04 Vacancies. A vacancy in any principal office because of death, resignation, removal, disqualification or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

5.05 President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. The President shall, when present, preside at all meetings of the Association and Board of Directors. The President may sign, with the Secretary or any other officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time-to-time.

5.06 The Secretary. The Secretary shall: (a) keep any minutes of the Board of Directors' and Association meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate books and records of the Association; (d) count all votes at any meeting

of the Association; and (e) in general, perform all duties incident to the office of Secretary and other duties as from time to time may be assigned by the President or by the Board of Directors.

5.07 The Treasurer. The Treasurer shall at the expense of the Association obtain a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for monies due and payable to or from the Association to or from any source whatsoever, (c) deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (d) in general, perform all of the duties as from time-to-time may be assigned by the President or by the Board of Directors.

5.08 Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve salaries for the Officers. No Officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the Association.

5.09 Qualifications. All Officers must be Unit Owner, except for the Officers selected by the Board of Directors when controlled by Directors designated by the Declarant.

## ARTICLE VI. INDEMNIFICATION

6.01 Definitions Relating to Indemnification. For purposes of this ARTICLE VI, the following terms shall have the meanings ascribed to them in this section:

- (A) “Director” or “Officer” shall mean any of the following:
- (i) a natural person who is or was a Director or Officer of the Association;
  - (ii) a natural person 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, joint venture, trust or other enterprise;
  - (iii) a natural person who, while a Director or Officer of the Association, is or was serving any employee benefit plan because his duties to the Association also imposed duties on, otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; and
  - (iv) unless the context requires otherwise, the estate or personal representative of a Director or Officer.



(B) “Expenses” shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(C) “Liability” shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to any employee benefit plan, and reasonable expenses.

(D) “Party” shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(E) “Proceeding” shall mean 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 and which is brought by or in the right of the Association or by any other person.

#### 6.02 Mandatory Indemnification.

(A) The Association shall indemnify a Director or Officer, to the extent he has been successful on the merits or otherwise in the defense of a Proceeding, for all reasonable Expenses incurred in the Proceeding if the Director or Officer was a Party because of being a Director or Officer of the Association.

(B) In cases not included under subparagraph (A) above, the Association shall indemnify a Director or Officer against Liability incurred by the Director or Officer in a Proceeding to which the Director or Officer was a Party because he is a Director or Officer of the Association, unless Liability was incurred because the Director or Officer breached or failed to perform a duty he owes to the Association and the breach or failure to perform constitutes 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 has a material conflict of interest;
- (ii) a violation of criminal law, unless the Director or Officer had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful;
- (iii) a transaction from which the Director or Officer derived an improper personal profit;  
or
- (v) willful misconduct.

Determination of whether indemnification is required under this subparagraph (B) shall be made under the provisions of Section 6.03 below. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subparagraph (B).

(C) A Director or Officer who seeks indemnification under this section shall make a written request to the Association.

(D) Indemnification under this section is not required if the Director or Officer has previously received indemnification or allowance of the same expenses from any person, including the Association, in connection with the same Proceeding.

Section 6.03 Determination of Right to Indemnification. Unless provided otherwise by a written agreement between the Director or Officer and the Association, determination of whether indemnification is required under Section 6.02(B) shall be made by one of the following methods:

(A) by a majority vote of a quorum of the Board of Directors consisting of the Directors who are not at the time Parties to the Proceedings or, if a quorum of disinterested Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors (which appointment by the Board may be made by Directors who are Parties to the Proceedings) consisting solely of two or more Directors who are not at the time Parties to the Proceedings;

(B) by a panel of three arbitrators consisting of (1) one arbitrator selected by a quorum of the Board of Directors or its committee constituted as required under (a) above, 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 Proceedings, (b) one arbitrator selected by the Director or Officer seeking indemnification, and, (c) one arbitrator selected by the other two arbitrators;

(C) by a court of competent jurisdiction; or

(D) by any other method provided for under Section 6.05.

Section 6.04 Allowance of Expenses as Incurred. Upon written request by a Director or Officer who is a Party to a Proceeding, the Association may pay or reimburse his reasonable Expenses as incurred if the Director or Officer provides the Association with all of the following:

(A) a written affirmation of his good faith belief that he or she has not breached or failed to perform his duties to the Association; and

(B) a written undertaking, executed personally or on his 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 6.03 above that indemnification under Section 6.02 above is not required and that indemnification is not ordered by a court under Section 6.06 below. The undertaking under this subparagraph shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his ability to repay the allowance. The undertaking may be secured or unsecured.

Section 6.05 Additional Rights to Indemnification and Allowance of Expense. Except as provided in this Section 6.05, the provisions of Section 6.02 and Section 6.04 above do not preclude any additional right to indemnification or allowance of Expenses that a Director or Officer may have under any of the following:

- (A) a written agreement between the Director or Officer and the Association; or
- (B) a resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of Expenses, the Association shall not indemnify a Director or Officer or permit a Director or Officer to retain any allowance of Expenses 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 owes to the Association which constitutes conduct under Section 6.02(B)(i)-Section 6.02(B)(iv) above. A Director or Officer who is a Party to the same or related Proceeding for which indemnification or an allowance of Expenses is sought may not participate in a determination under this subparagraph. None of the provisions contained in this ARTICLE VI shall affect the Association's power to pay or reimburse Expenses incurred by a Director or Officer in any of the following circumstances:

- (C) as a witness in a Proceeding to which he or she is not a Party; or
- (D) as a plaintiff or petitioner in a Proceeding because he or she is or was an employee, agent, Director or Officer of the Association.

Section 6.06 Court Ordered Indemnification. Except as provided otherwise by written agreement between the Director or Officer and the Association, a Director or Officer who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination by the court under the provisions of Section 6.03(C) or for review by the court of an adverse determination under Section 6.03(A), Section 6.03(B) or Section 6.03(D).

Section 6.07 Contract. The assumption by a person of a term office as a Director or Officer of the Association or, at the request of the Association, as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise, and the continuance in office or service of those persons who are any such Director or Officer as of the adoption of this ARTICLE VI, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this ARTICLE VI in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this ARTICLE VI at any time prior to receipt by the Association of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 6.08 Insurance. The Association shall purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in

any such capacity or arising out of his status as such, whether the Association would have the power to indemnify him against such liability under the provisions of this ARTICLE VI or Chapter 181 of the Wisconsin Statutes.

Section 6.09 Effect of Invalidity. The invalidity or unenforceability of any provision of this ARTICLE VI shall not affect the validity or enforceability of any other provision of this ARTICLE VI or of these Bylaws.

## **ARTICLE VII. ASSESSMENTS**

Section 7.01 Fiscal Year. The fiscal year of the Condominium shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 7.02 Preparation of Budget. The Declarant shall prepare two budgets for the first fiscal year of the Condominium. Each year thereafter, the Board of Directors shall adopt budgets at least thirty (30) days before the beginning of the new fiscal year. The annual budgets shall provide for an "operating fund" and after the sale of the first Unit for a "reserve for replacement fund." Promptly upon completion of the budget, the Board of Directors shall send to each Unit Owner a copy of such budgets and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this ARTICLE VII to pay his Allocated Interest of the Common Expenses based upon such budgets.

Section 7.03 Operating Fund. The operating fund shall be used for the payment of Common Expenses which the Association is required to pay on behalf of the Unit Owners pursuant to Section 6.01 of the Declaration. Such Common Expenses shall include normal and recurring expenses including, but not limited to, management services, special amenity fees, insurance, common services, administration, materials and supplies.

Section 7.04 Reserve for Replacement Fund. The reserve for replacement fund shall be used for future Common Expenses which the Association is required to pay on behalf of the Unit Owners. Such Common Expenses may include, but not be limited to, the replacement of roofs, the Parking Structure or mechanicals. These funds must be accounted for separately in the general ledger maintained by the Association and shall constitute a Statutory Reserve Account within the meaning of §703.163 of the Act.

Section 7.05 Reserve Operating Fund. From and after the date of the first Unit, the Board of Directors, in an account separate from the operating fund and reserve for replacement fund, shall establish and maintain adequate reserves for the payment of extraordinary and/or unbudgeted operating expenses. The reserve operating fund shall have a balance of at least two (2) times the monthly Assessments collected from all the Unit Owners. The initial funding of the reserve operating fund shall come from the buyers of individual Units from the Declarant at the time of closing, at which time they will advance an amount equal to two (2) monthly installments of the regular annual Association assessment pertaining to their Unit. If at any time the Board of

Directors shall use any portion of the funds in this account, it may elect to assess each Unit Owner his pro rata share of the expenditure.

Section 7.06 General Assessments. Each Unit shall receive a notice of annual Assessment promptly after the final budgets are prepared. The final budgets will show the amount assessed to the particular Unit, how that amount was determined, and that one-twelfth of the amount of the Assessment is due on the first day of each month of the year. The amount due on the first day of each month shall be paid by the Unit Owner to the Association or the Owners Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit owners an itemized accounting of the expenses incurred and paid by the Association for such fiscal year, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year. For purposes of this Section 7.06, the Declarant shall be responsible for the payment of the Assessment as outlined in Section 6.01 of the Declaration.

Section 7.07 Special Assessments. The Board of Directors, upon the affirmative vote of sixty (60) percent of all the Directors, may at any time assess a Special Assessment which shall be used to pay any deficiency in the operating fund, reserve for replacement fund, or reserve operating fund. The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Condominium Documents upon the affirmative vote of sixty (60) percent of all the Directors. If such a Special Assessment is levied against a Unit for disrepair or maintenance cost of the Unit or for any other matter stated in the Condominium Documents, then the Unit Owner against whom the assessment is made shall pay the entire Special Assessment. Upon the determination of the amount of the Special Assessment, the Board shall give notice to all Unit Owners of the amount assessed to each Unit, the date when payment is due, and the reason or the Special Assessment. If any Association expense is attributable to the operation, maintenance, repair, replacement, alteration or improvement of a Limited Common Element or a service provided which benefits less than all the Units, the Board of Directors may levy a Special Assessment for such expense against the Units to which that Limited Common Element appertains or to which a service is provided which benefits less than all the Units, in an equitable proportion as reasonably determined by the Board of Directors.

Section 7.08 Penalty and Default in Payment. If any payment for any Assessment is not received by the Association within ten (10) days after the date such payment is due, a late payment penalty equal to Fifty Dollars (\$50.00) shall be assessed against the Unit; and if any payment for any Assessment is not received by the Association within thirty (30) days after the date such payment is due, a late payment penalty equal to One Hundred Dollars (\$100.00) shall be assessed against the Unit for each thirty (30) day period the payment is late. In addition, the Board of Directors shall have the right and duty to attempt to recover such Assessments, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Unit Owner, and/or by foreclosure of the lien on such Unit granted by Section 703.165 of the Act. Subject to Section 4.04(Q) hereof, the Association or the Board of Directors, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey, vote the votes appurtenant to, or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to enforce restrictions on voting due to unpaid

assessments pursuant to Section 3.02 above, or to prohibit such Unit Owner serving on the Board of Directors, if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7.09 Books and Accounts. The Treasurer shall keep the books and accounts of the Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours.

## **ARTICLE VIII. RULES AND REGULATIONS**

Section 8.01 Initial Rules and Regulations. The Association's initial Rules and Regulations are attached to the Disclosure Materials and are incorporated herein by reference.

Section 8.02 Rules and Regulations. In addition to the Rules and Regulations initially promulgated by the Declarant, the Board of Directors may promulgate Rules and Regulations for the use, repair and maintenance of the Units and Common Elements, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act or any of the other Condominium Documents. Copies of changes to the Rules and Regulations shall be furnished by the Secretary of the Association to each Unit Owner prior to the time when the same shall become effective.

Section 8.03 Enforcement. The Rules and Regulations in effect from time-to-time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, and court action if necessary, and monetary fines of not less than Twenty-Five Dollars (\$25.00) per day per violation, nor more than Three Hundred Dollars (\$300.00) per day per violation. Such fines, when levied by a majority of the Board of Directors attending a meeting at which a quorum is present shall constitute an assessment against the Unit Owner's Unit as well as the Unit Owner and may be enforced by, without limitation, the placing of a lien on the Unit Owner's Unit pursuant to §703.165 of the Act.

## **ARTICLE IX. INSURANCE**

Section 9.01 Directors' and Officers' Liability. The Board shall obtain and maintain, in a reasonable amount, insurance coverage to protect against wrongful and dishonest acts on the part of the Officers, Directors, employees and other agents of the Association, including the Owners Managing Agent, who either handle or are responsible for handling the funds held or administered by the Association.

Section 9.02 Fire and Casualty. The Association shall maintain fire and broad form extended coverage insurance on the Buildings and the Common Elements, including, but not limited to, any fixtures owned by the Association and the Unit Owners (but excluding the personal property of the Unit Owner), in an amount not less than the replacement value of the Buildings and the Common Elements from time-to-time, including endorsements for automatic changes in insurance coverage as fluctuating values may warrant and contingency endorsements covering nonconforming use. To the extent reasonably possible, the insurance shall provide: (i) that the

insurer waives its rights of subrogation as to any claim against the Unit Owners, the Association, the Board of Directors and their respective family members, servants and agents; and (ii) that the insurance cannot be canceled, invalidated or suspended on account of the conduct of any one or more of the Unit Owners, or the Association, or their servants, agents and guests, without sixty (60) days prior written notice to the Association, which notice gives the Association an opportunity to cure the defect within that time. All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class IV financial size category in the Best's Key Rating Guide. The amount of protection and the types of hazards to be covered shall be reviewed by the Association at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Association to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice. The insurance shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees.

It is the express intent of the Association to provide the above coverage for all elements of the Condominium including, but not limited to, fixtures within and without individual Units, excluding only personal property of Unit Owners.

In the event of partial or total destruction of the Buildings and/or Common Elements and the Association determines to repair or reconstruct the Buildings and/or Common Elements according to Section IX of the Declaration and Section 10.01 of these Bylaws, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost of repairing and reconstructing the particular Building(s) and/or Common Element(s) which were damaged. If it is determined (according to Section 9.01 of the Declaration and Section 10.01 of these Bylaws) not to reconstruct or repair any particular Building and/or Common Element, then the proceeds shall be distributed according to Section 9.01 of the Declaration and Section 10.01 of these Bylaws.

Section 9.03 Public Liability Insurance. The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors from time-to-time; provided, however, the amount of coverage shall not be less than One Million Dollars (\$1,000,000) per single occurrence. The insurance coverage shall preclude the insurer's denial of a Unit Owner's claim because of the negligent acts of the Association or any Unit Owner. The Association may also provide worker's compensation insurance in such amounts as are determined by the Board of Directors to be necessary from time-to-time.

## **ARTICLE X. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY**

### **Section 10.01 General Requirements**

(A) When Repair and Reconstruction are Required. Except as provided in paragraph (B) of this Section, in the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, the Board shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only betterments and improvements supplied or installed by, or other personal property of, the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his Unit.

By acceptance of the deed to a Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 3.12 of these Bylaws, and shall constitute the determination by the Association and the Unit Owners to repair or reconstruct as required by the Act.

(B) When Reconstruction is not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds, and, if within ninety (90) days after the date of such destruction, at least eighty percent (80%) of the votes in the Association agree to waive and terminate the Condominium form of ownership, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board of Directors or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Allocated Interest after first paying out of the share of each Unit Owner's Condominium Unit, in the order of the priority of such liens. Any Unit Owners whose Unit is subject to a Mortgage shall first obtain his Mortgagees' written consent to the Unit Owner's intended vote. Until the execution of judgment partitioning the Condominium, each Unit Owner, and his heirs, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his Unit.

#### Section 10.02 Procedure for Reconstruction and Repair.

(A) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board determines to be necessary or desirable.

(B) Casualty Assessments. Subject to Section 10.01(B) hereof, if the proceeds of insurance maintained by the Board are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair the funds for the payment thereof are insufficient, special casualty assessments in sufficient amount(s) to provide payment of such costs shall be deemed to be a general obligation of all Unit Owners; accordingly, the Board shall levy such special casualty assessments against all Unit Owners in proportion to the respective Allocated Interest of all Units. Special casualty assessments shall not require the approval of the Association, anything in these Bylaws to the contrary notwithstanding.

(C) Determination of Amount of Special Casualty Assessment; Use of Reserve for Replacement Funds. If the Board determines that the repair or reconstruction of any portion of the Condominiums (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any Reserve for Replacement Fund at its then current level, the Board may utilize such Reserve for Replacement Fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment.

(D) Plans and Specifications. Except upon approval of the Association, any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the Condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.



### Section 10.03 Disbursements.

(A) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections or special casualty assessment against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars (\$100,000) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs by the Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) upon approval of an architect qualified to practice in the State of Wisconsin and employed by the Board of Directors or the Insurance Trustee, as the case may be, to supervise such reconstruction and repair, payment to be made from time-to-time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (i) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(B) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid casualty assessments levied pursuant to Section 10.03 above of this Article in proportion to their payments.

(C) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and then the balance, if any, to the cost of replacing and repairing the Units.

(D) Certificate. The Board of Directors or Insurance Trustee (if one has been designated by the Board of Directors) shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Association, certifying (i) whether the damaged property is required to be reconstructed and repaired; (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction funds, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Board of Directors or Insurance Trustee, as the case may be, promptly after request.

Section 10.04 Common Elements. When Reconstruction is Not Required. If the Board of Directors elects not to repair insubstantial damage to the Common Elements, it shall cause the removal of all remains of the damaged improvements and restoration of the site thereof to an acceptable condition compatible with the remainder of the Condominium, and the balance of any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Allocated Interests.

## **ARTICLE XI. COMPLIANCE AND DEFAULT**

Section 11.01 Unit Owners. All Unit Owners shall be governed by and shall comply with the provisions of the Act and the Condominium Documents, as any of the same may be amended from time-to-time. A default by a Unit Owner shall entitle the Association or an aggrieved Unit Owner to the relief as provided in this ARTICLE XI.

Section 11.02 Fines. The Board of Directors may establish and assess fines against Unit Owners for every violation of the Condominium Documents or the Act by the Unit Owner, his family members, guests, invitees, lessee, employees and/or agents in such amount(s) as set forth in Section 8.03 hereof. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until a hearing before the Board of Directors is held. As provided in §703.165 of the Act, fines and penalties are deemed Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court or arbitrator in which the proceeding has been held.

Section 11.03 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

## **ARTICLE XII. MISCELLANEOUS**

Section 12.01 Amendments. These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Members, at a meeting called for such purpose, by an affirmative vote of Unit Owners of Units to which at least one hundred (100%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Unit owners.

Section 12.02 Notices. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally or upon mailing if sent by United States mail, first-class postage prepaid, or otherwise as the Act may require or permit, at the following:

- (A) if to the Unit Owner, at the address shown on the Membership Roster; and
- (B) if to the Association or the Owner's Managing Agent, at the registered office of the Association.

Section 12.03 Invalidity. The invalidity or unenforceability of any provision of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 12.04 Captions. The captions and heading of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions hereof.

Section 12.05 Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken under these Bylaws or by the Officers or Directors of this corporation which would not be permitted to be taken by an organization described in 528 of the Internal Revenue Code of 1986, as amended.

Section 12.06 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

DECLARATION OF CONDOMINIUM FOR  
7930-32 S. 68th St. CONDOMINIUMS

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, by Randall Holterman, Trustee.

1. Statement of Intent. The purpose of this Declaration is to submit the lands hereafter described and the improvements thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration. Declarant declares that he, as Trustee, is the owner in fee simple of the real property described in Paragraph 2 (hereinafter "Property"), which is held subject to the provisions of this Declaration and the Act. All provisions hereof shall be deemed to run with land and shall constitute benefits and burdens to the Declarant, his successors and assigns, and to all parties hereinafter having any interest in the Property. Section 703.365 Wisconsin Statutes and any successor statute shall be applicable to this Declaration.

2. Description of Land and Name. The following described real estate is subject to the provisions of this Declaration: Parcel 4 of CSM 6890, City of Franklin, Milwaukee County, Wisconsin, thereon shall be known as 7930-32 S. 68th St.  
Condominiums

The address of said condominium shall be 7930-32 S. 68th St., Franklin, Wisconsin 53012. A survey of the land subject to this Declaration showing the location of the structures thereon is attached hereto as Exhibit "A" and made part hereof.

The building as shown by Exhibit A contains two residential condominium dwelling units (hereinafter "Unit"). A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air having outer perimeter walls, floors and ceilings and the exterior surface of the window, window frames, doors and door frames of the building. The unit shall include all fixtures and improvements therein contained.

3. Description of Units. The units are identified as Unit 1 and Unit 2. Unit 1 (7930 S. 68th St) contains approximately 2,000 square feet (exclusive of garage area), which is divided into a living room, Great Room and kitchen area and two bedrooms up, one bedroom down, three full bathrooms 2 up and 1 down, and a first floor utility/laundry, downstairs family room, office, and furnace room. Unit 1 also has a two-car garage, a gas forced air heating system, and central air. Unit 2 (7932 S. 68th St.) contains approximately 2000 square feet (exclusive of garage area), which is divided into a living room, Great Room and kitchen area and two bedrooms up, one bedroom down, three full bathrooms 2 up and 1 down and a first floor utility/laundry, downstairs family room, office, and furnace room. Unit 2 also has a two-car garage, a gas forced air heating system, and central air. Each unit is metered individually for gas, water and electricity and the cost of these utilities and the maintenance and replacement of the equipment providing these utilities shall be borne by the individual unit owner in which they are

located and shall not be considered a common expense. Basement space has been separated under each unit.

4. Common Elements. Common elements and areas shall consist of the condominium except the individual units and limited common areas, as each is hereunder defined, including without limitations:

(a) The land immediately upon which the buildings are located;

(b) The foundations, columns, girders, beams, supports, main walls, centralized utility sewers, public electrical wiring and conduits, drain tile, and structural parts, roofs, gutters and external finishings of the building and the grassy and fauna areas as set forth in the Attached Exhibit A.

5. Limited Common Areas. A limited common area shall be appurtenant to each particular unit and shall be of such unit. The limited common areas are described in Exhibit A. The use of such limited common areas shall be governed by the By-Laws of and such rules as may be established by the Association.

6. Process. The person to receive service of process shall be Randall Holterman. After conveyance of both units, the Association shall immediately select a successor.

7. Administration and Management. The administration and management of this condominium property shall be governed by the By-Laws of 7930-32 S. 68th St Condominium Association, a Wisconsin nonstock, nonprofit corporation. An owner of a unit, upon becoming an owner, shall be a member of the Association and shall remain a member for the period of his or her ownership. Each unit shall be entitled to one (1) vote at any meeting of the Association. The person exercising the right to vote for each unit shall be known (and hereinafter referred to) as a "Voting Member". There is a fifty percent (50%) interest appurtenant to each unit.

8. Access. The owners shall have the irrevocable right, exercised by the Board of Directors, to have access to each unit during reasonable hours as necessary for the common elements therein or accessible there from, or making emergency repairs therein necessary to prevent damage to the general or limited common elements or to another unit or units. Damage to the interior of any part of a unit resulting from the maintenance, repair, emergency repair or replacement of any of the general common elements or as a result of emergency repairs within another unit at the instance of the Association shall be a common expense of all of the owners; provided, however, that if such damage is the result of the negligence of a unit owner, then such unit owner shall be responsible for all of such damage.

9. Maintenance Responsibility. For purposes of maintenance, replacement, repair, and remodeling, an owner shall be deemed to own the windows, doors, interior non-supporting walls, the materials (such as, but not limited to, plaster, gypsum dry walls, paneling, wallpaper, brick, stone, paint, wall and floor tile, and perimeter walls, ceilings and floors within the Unit and the Unit doors and windows. Such right to repair, alter and remodel shall carry the obligation to replace any finishing materials removed with similar or other types or kinds of finishing materials of equal or better quality. An owner shall maintain the interior of his own unit and the appurtenant limited common elements in good taste and repair, including the fixtures thereof. Fixtures shall include, but not be limited to, the extent applicable: electrical service panel, furnace, air conditioning system, hot water heater, dishwasher, garbage disposal, garage door opener, range hood, fireplace, heater, ceiling fans, sky light, faucet and plumbing fixtures, light fixtures, light switches, carpeting, floor coverings, all cabinets and sump pump. All fixtures and equipment installed within the unit commencing at a point where the utility lines, pipes, wires, conduits, or systems (hereinafter "Utilities") enter the unit shall be maintained and kept in repair by the owner thereof. The Association shall be responsible for the maintenance of the items referred to in Paragraph 4(b) above. The Association during the planting and early growth of new grass may require the watering by condominium owners of nearby or adjacent limited common or common areas at the initiative and expense of the condominium owner.

10. Destruction and Reconstruction. In the event of a partial or total destruction of a building or buildings, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, both of the owners of the units in the buildings or buildings partially or totally destroyed agree not to rebuild or repair. Then, in said event, the provisions of Wisconsin Statutes 703.18(2) shall govern.

11. Insurance. The Board of Directors of the Association shall provide and maintain fire and extended loss and liability insurance coverage of the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for all unit owners and their respective mortgages as their interests may appear. In the event of partial or total destruction of a building or buildings and a determination to repair or reconstruct such building or buildings in accordance with Paragraph 10 hereof, the proceeds of the insurance shall be paid to the Association to be applied to the costs thereof, and nothing shall be paid to the mortgages, if any. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgages, if any, as their respective interests may appear. Owners may insure these items, the maintenance for which they are responsible under Paragraph 9, except to the extent they are common or limited common elements. The Association shall not be responsible to provide insurance coverage for said items.

12. Liability for Common Expenses. The costs of administration of the Association and of the repair, maintenance, insurance and other expenses of the common

areas and facilities, limited common areas, general expenses (not allocated to an individual unit owner) such as common water lines, sanitary sewer, storm sewer discharge, maintenance and replacement, easements and other expenses which shall be deemed common expenses by the Association, shall be paid for by the Association and assessments shall be made against the unit owners, as well as the units themselves.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien until paid against the unit.

13. Partition. There shall be no partition of the common areas and facilities and limited common areas through judicial proceeds or otherwise until this agreement is terminated and the property is withdrawn from its terms.

14. Conveyance. No unit owners shall execute any deed, mortgage, lease, or other instrument affecting title to such unit ownership without including therein both their interest in the unit and their corresponding percentage of ownership in the common and limited common areas and facilities.

15. No Waiver. The failure of the Association to insist in any one or more instances upon the strict performance of any of the terms of this Declaration or to institute any action shall not be construed as a waiver of such terms.

16. Amendments. Except as otherwise provided by the Act, this Declaration may be amended by an affirmative vote of both unit owners in the Condominium project.

17. Lien Rights. No labor performed or materials furnished and incorporated in a unit with the consent or at the request of the owner thereof or his agent or his contractor or subcontractor shall be the basis for filing of a lien against the unit of any other owner not expressly consenting to or requesting the same, or against the general common elements owned by such other owners.

18. Mortgaging. Any owner of a unit shall have the right from time-to-time to mortgage or encumber his interest by mortgage or other security instrument. The owner of a unit may create junior mortgages on the following conditions: (1) any such junior mortgages shall always be subordinate to the obligations created by this Declaration and the By-Laws; (2) the mortgagee under any junior mortgage shall release, for the purpose of restoration of any improvements upon the mortgaged premises, all of his right, title and interest in and to the proceeds under all insurance policies upon such premises, which insurance policies were effected and placed upon the mortgaged premises by the Association. Such release shall be furnished forthwith by a junior mortgagee upon written request of the Association.

19. Notices. All notices and other documents required to be given by this Declaration or by the By-Laws of the Association shall be sufficient if given to one

registered unit owner of a unit regardless of the number of owners who have an interest therein.

20. Easements, Reservations and Encroachments.

(a) Easements are hereby declared and granted for the benefit of the unit owners, the Association and reserved for the benefit of the Declarant for utility purposes.

(b) Easements are hereby reserved for the benefit of the Declarant to enter upon and make reasonable, nonexclusive use of any of the drives, walks, and other open common areas and facilities.

(c) All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the unit owners. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and on all unit owners, purchasers, and mortgages and their heirs, executors, administrators, successors and assigns. The unit owners shall have the authority to execute all documents necessary to carry out the intent of this Paragraph.

21. Utilities. Each unit owner shall pay his own telephone, electricity, gas, sewer and water, and other utilities, which are separately metered or billed, to each user by a utility company.

22. Rights of Declarants. Declarants reserve the right to lease or otherwise make available for occupancy any completed and unsold units owned by Declarants for such periods as Declarants shall determine. The terms and conditions of any such occupancy shall be determined solely by Declarants. Declarants' right shall inure to their successors and assigns.

23. Acceptance. Any purchaser(s) or their successors in interest shall be deemed to have accepted this Declaration of Condominium and the By-Laws.

24. Severability. The provisions hereof shall be deemed severable, and the invalidity or partial invalidity or unenforceability of any one provision, or portion thereof, shall not affect the validity or enforceability of the remaining portion of said provision, or of any other provisions hereof.



IN WITNESS WHEREOF, the said Declarants have signed this document this \_\_\_ day of February, 2021.

7930-32 S. 69th St. CONDOMINIUMS, LLC

\_\_\_\_\_  
By: Randall Holterman -Trustee

STATE OF WISCONSIN    )  
                                  )  
MILWAUKEE COUNTY    )

Personally came before me, the above-named Randall Holterman, this \_\_\_ day of February, 2021, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission is Permanent.

**RULES AND REGULATIONS**  
**The 7030-32 S. 68th St. Condominiums**

Declarant hereby adopts the following Rules and Regulations, which the Secretary is authorized to publish:

The following are the Rules and Regulations of 7030-32 S. 68th St. Condominium Association, Inc. These Rules and Regulations may be amended or repealed by a majority vote of the Board of Directors at any time during the existence of the Condominium; provided, however, that the Rules and Regulations contained herein that are also contained in the Declaration of The 7030-32 S. 68th St. Condominiums, as amended from time-to-time, may not be amended unless the Declaration is amended and the Amended Declaration is recorded with the Milwaukee County Register of Deeds as provided by the Act. Copies of all amendments to the Rules and Regulations shall be furnished to the Unit Owners by the Secretary at least ten days prior to the time such amendment shall be effective. Capitalized terms not defined herein shall have the meaning attributed to such terms as set forth in the Declaration of The Cedarburg Condominium.

**PRELUDE**

Congratulations on your purchase of a condominium unit in The 7030-32 S. 68th St. Condominium. Condominium ownership has a great many benefits. Such ownership, however, carries certain responsibilities that are not shared by renters in an apartment setting. As a condominium owner, you are part owner of the entire project and are automatically a member of the Association that manages the Common Elements of the Condominium. In a sense, you are the landlord.

These Rules and Regulations are your rules and regulations and are intended to help all Unit Owners manage their shared interests. It is generally the responsibility of the Association to manage the elements of the condominium that are commonly owned and not to be involved in the management and maintenance of individual Units except to the extent that the management and maintenance of individual Units impacts other Unit Owners.

As a Unit Owner, you can improve your ownership experience by bringing to it an attitude of mutual interest and cooperation. It is not the role of the Association to manage the relationships of neighbors. Try to approach your neighbors as you would in a single-family neighborhood working out differences in a friendly and understanding manner.

Again, welcome to The 7030-32 S. 68th St. Condominiums. We are confident that you will enjoy and take pride in your condominium.

## ARTICLE I. ENFORCEMENT AND MANAGEMENT

**Section 1.1.** In order to reduce the Association's common expense and maintain uniform enforcement of the rules, the Association will designate one or more person(s) through whom all questions and concerns regarding the enforcement of these Rules and Regulations will be communicated to the Association. All Unit Owners will be notified in writing of the name(s) and contact information for the person(s) so designated. *Except in the case of an emergency, all communications to such designated Unit Owner(s) should be in writing.* In this way, complaints will be documented as to time and circumstance should it be necessary for the Board to levy a fine or take other action against a Unit Owner for violation of these Rules or other requirements of the Condominium Documents.

**Section 1.2** Unit Owners are not to have direct contact with any third party hired by the Association to manage the Common Elements of the Condominium, such as maintenance personnel or contractors hired for landscaping, painting, etc. for purposes of directing their work. Such direct contact could lead to substantial additional expense to the Association and, therefore, to all of the Unit Owners, in the form of increased assessments. Accordingly, if you have a concern about Common Element maintenance, you should direct your concerns to the Association's designated representative identified pursuant to Section 1.1. of these Rules and Regulations.

**Section 1.3** Procedure for Complaints. The Association is willing to help Unit Owners find solutions to disputes, however, the Association is not a law enforcement agency. Unit Owners should comply with the following suggested procedure when violations of the Rules and Regulations are noticed:

(A) When a neighbor acts in an offensive or unreasonable manner as defined by these Rules and Regulations, ask the neighbor to stop unless you are concerned for your own safety in doing so.

(B) If a neighbor is disturbing the peace, please call the local police for an emergency. If an animal is causing a problem and you cannot or are unwilling to contact the Unit Owner directly, please call the police or local animal control authorities.

(C) If a violation is not resolved by a Unit Owner's independent efforts, report the violation to the Association. Complaints must be filed in writing with the President of the Association or such other person as the President shall designate. A complaint must include the date and time of the violation and a specific description of the violation. The complaint must identify a contact person on behalf of the complainant who can provide additional information to the Association if necessary.

**Section 1.4** Procedure for Enforcement. The Association may enforce these Rules and Regulations as it deems necessary and appropriate pursuant to Section 8.03 of the Bylaws. Enforcement may include recourse to civil authorities, and court action if necessary, and monetary fines of not less than \$25.00 per day per violation, nor more than \$300.00 per day per violation. Such fines, if levied pursuant to the Bylaws, shall constitute an assessment against the Unit Owner's Unit as well as the Unit Owner and may be enforced by, without limitation, the placing of a lien on the Unit Owner's Unit.

(A) Except in the case of an emergency, the Board of Directors shall provide notice, either in writing or verbally, to a Unit Owner violation the Rules and Regulations.

(B) If the violation is not corrected within ten days of initial contact, a letter will be sent requiring the Unit Owner to comply with the Rules and Regulations within ten days from the date of the letter and advising the Unit Owner of the fine that will be levied if compliance is not achieved within the ten day period. Any Unit Owner who receives a violation letter may appeal the letter to the Board of Directors. To appeal, the Unit Owner ("Appellant") must notify the Board of Directors in writing and request to appear before the Board at a mutually agreeable time. During the period of Declarant control, the Appellant shall appear before one Director. Following the period of Declarant control, the Appellant shall appear before at least three Directors unless alternative arrangements are agreed to in writing.

(C) The decision of the Board of Directors regarding an appeal shall be final and binding unless the Appellant submits a written demand for arbitration to the Board within 10 days of the date of the Board's decision. Arbitration shall be conducted by a neutral third party that is mutually agreed upon by the Appellant and the Board. If the Appellant and the Board cannot agree upon a neutral third party, the arbitration shall be conducted by the American Arbitration Association pursuant to the rules in effect at the time of the demand. The cost of the arbitration shall be shared equally between the Appellant and the Board prior to the receipt of an arbitration award, but the arbitrator shall have the right to allocate fees and costs between parties as part of an arbitration award. If more than one Unit Owner is an Appellant in an arbitration award. If more than one Unit Owner is an Appellant in an arbitration, the cost of the arbitration shall be shared equally between all parties. Arbitration shall be final and binding.

(D) The above enforcement procedures are not exclusive. If the Board of Directors, in its sole discretion, determines that circumstances so warrant, it may proceed immediately and without giving the above written notices to the offending Unit Owner, to exercise any remedy provided in the Declaration or by law or equity, including turning the violation over to an attorney for enforcement and/or filing a lawsuit. Any costs incurred by the Association to enforce rules, including attorney fees, will be paid by the offending Unit Owner.

## ARTICLE II. PARKING

**Section 2.1** Parking shall be limited to designated to the Unit's portion of the shared driveway or two car garage attached to the Unit. You may be asked to temporarily move your vehicle(s) for snowplowing or driveway maintenance.

**Section 2.2** Guest parking shall be limited to Unit's portion of the shared driveway or two car garage attached to the Unit or City Streets. .

**Section 2.3** No vehicle of any type shall be stored anywhere on the Property including in your designated driveway or Limited Common Elements. No personal property including, but not limited to, boats, campers, trailers, recreation vehicles or other vehicles of similar nature and design, shall be stored or parked in Limited Common Elements, including, but not limited to, your designated driveway for a period of longer than twenty-four (24) hours in any one (1) week period. No individual shall be allowed to use or occupy any recreational vehicle or any similar vehicle designed or used for overnight camping while such vehicle is parked in your designated driveway.

**Section 2.4** No Unit Owner, his family members, agents, employees, lessees, invitees or guests may use any of the parking areas for the purpose of repairing or restoring any motor vehicle. Any personal property that is stored, parked, located in, or on, any Common Element in violation of these Rules and Regulations may be towed, removed, and stored at the Unit Owner's expense. If the owner of any such property is also a Unit Owner, the expense of such towing, removal and storage shall be specially assessed to such Unit Owner and will become a lien on such Unit Owner's Unit.

**Section 2.5** The Association assumes no responsibility for damage, loss or theft of any vehicle parked anywhere within the Condominium, or for damage caused by the towing, removing or storing of any property pursuant to Section 2.4 above and Section 8.02 of the Declaration.

**Section 2.6** All Units shall park in their respective garage or designated drive way reserved for the sole use and enjoyment of the owner of the Unit to which it is allotted. The following rules apply to such Parking:

(A) All Unit Owners may routinely park one or more of the Unit Owner's passenger vehicles (including motorcycles and/or scooters and similar vehicles) in each of the Unit Owner's allotted Garage; or

(B) A Unit Owner may grant permission to another Unit Owner temporarily to park one passenger vehicle in each of the Unit Owner's Garage or designated driveway; and

(C) All Unit Owners shall advise the Association's Secretary of the make, model and license number of all vehicles regularly parked in the Unit Owner's Garage or designated driveway;

(D) No Unit Owner may grant permission to use his or her allotted Parking Garage or designated Driveway that is inconsistent with the terms of the Condominium Documents including, but not limited to, these Rules and Regulations. Any permission granted under this Section 2.6 shall be revoked without notice immediately upon the conveyance of the permitting Unit Owner's Unit to a third party. Further, the permitting Unit Owner shall have the absolute right to revoke permission, with or without cause, upon not less than 48 hours notice to the other Unit Owner. The Association shall have the right to enforce any revocation of permission to use a space and may use the enforcement provisions of ARTICLE I above for this purpose.

### **ARTICLE III. USE OF UNIT AND COMMON ELEMENTS**

**Section 3.1** No Residential Unit Owner shall occupy or use his Residential Unit or the Common Elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence which, subject to the Condominium Documents, may include a home office for himself, his family or his temporary guests and lessees.

**Section 3.2** No Unit Owner, any of his family members, agents, employees, lessees, invitees or guests may in any way obstruct the use of the Common Elements or another Unit.

**Section 3.3** No Unit Owner, any of his family members, agents, employees, lessees, invitees or guests shall carry on any noxious or offensive activity in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to others including, but not limited to, the keeping of pets which consistently behave in ways that interfere with any other Unit Owner's quiet enjoyment of his/her Unit.

**Section 3.4** No Unit Owner, any of his family members, agents, employees, lessees, invitees or guests shall commit any form of waste on the Common Elements.

**Section 3.5** No Unit Owner, any of his family members, agents, employees, lessees, invitees or guests shall allow any Unit to be used for any improper, immoral, unlawful or objectionable purpose, nor shall any Unit Owner, his family members, agents, employees, lessees, invitees or guests do anything to injure the reputation of the Condominium.

**Section 3.6** No Unit Owner, any of his family members, agents, employees, lessees, invitees or guests shall allow the unreasonable or unsightly accumulation of waste, litter or any form of trash in any area.

**Section 3.7** Except as expressly provided in the Condominium Documents, no Common Elements shall be used for storage of personal property including, but not limited to, motorcycles, bicycles, baby carriages, toys, sporting goods or similar items. Storage of dangerous, toxic, and/or flammable materials in any Common Element is strictly prohibited.

**Section 3.8** No Common Elements shall be used for shaking or drying laundry, carpets, rugs or clothing.

**Section 3.9** Use of bedrooms is limited to the regular and routine occupancy of a maximum of two persons per bedroom. This rule does not prohibit guests residing in a Unit for a period of one week or less.

**Section 3.10** Smoking is permitted in Residential Units only. Smoking is prohibited in all Common Elements of the Buildings.

#### **ARTICLE IV. ARCHITECTURAL CONTROL COMMITTEE**

**Section 4.1** The Architectural Control Committee shall promulgate rules and regulations regarding what plans, specifications and other types of documentation must be provided to the Architectural Control Committee in order for the Architectural Control Committee to render a decision regarding any planned improvement, which the Architectural Control Committee must review. The Architectural Control Committee shall have ninety (90) days from the receipt of the plans, specification or other documentation to approve or disapprove the planned improvement; provided, however, if the planned improvement requires additional time to evaluate, the Architectural Control Committee shall be given such additional time as is reasonably necessary to evaluate the planned improvement. All reasonable expenses incurred by the Architectural Control Committee, including, but not limited to, the retaining of consulting engineers, architects and designers, shall be paid by the Unit Owner who is requesting the evaluation of the planned improvement

**Section 4.2** Construction activities will be limited to the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday and 10:00 a.m. to 4:00 p.m. on Saturday. No construction activities are permitted on Sunday.

**Section 4.3** Miscellaneous.

(A) Under no circumstances will satellite dishes, antenna, or similar devices be permitted to be located on the Property outside the confines of a single Unit.

(B) All signs visible to the Common Elements or outside the Condominium including, but not limited to, window signs, must receive prior written approval from the Architectural Control Committee.

## ARTICLE V. ANIMALS

**Section 5.1** Pets shall be limited to dogs, cats, fish and birds, unless prior written approval is obtained from Board of Directors.

**Section 5.2** Pets shall be allowed, provided the owners of pets take all reasonable actions to prevent their pets from being a nuisance, annoyance or danger to any of the Unit Owners.

**Section 5.3** All pets shall be picked up after and all droppings shall be immediately disposed of by the person in control of the pet in such person's waste container.

**Section 5.4** All pets shall be leashed and within the immediate control of a person when outside of a Unit.

**Section 5.5** Fish aquariums and/or tanks shall not exceed 50 gallons (US) capacity; and

**Section 5.6** Unit Owners shall not keep more than one dog and shall not keep more than two (2) pets total, with the exception of fish, the number of which are limited by the size of their environment. For the purposes of this Section 5.6, one aquarium of fish shall be recognized as one pet. No Rottweilers, Pit Bulls, Doberman Pinschers, Akitas, Wolf hybrids, Chow Chows or Perro de Presa Canarios (Canary Dog), or other breed which increases the insurance premium for the Association, are allowed.

**Section 5.7** Upon written determination by the Board of Directors that an animal has been found to be a nuisance, the owner of the animal shall remove the animal from the Condominium. The Board shall have the right to determine what constitutes as unreasonable nuisance. The owner of the animal shall have the right of prior notice of, and attendance at, the meeting of the Board at which any such determination is made.

## ARTICLE VI. INSURANCE RATES AND COMPLIANCE WITH LAW

**Section 6.1** No Unit Owner, nor his family members, agents, employees, lessees, invitees, customers, or guests shall do or act in any manner in any Unit or in the Common Elements which will cause an increase in the rate of insurance on the Common Elements.

**Section 6.2** Use of barbeque grills, fire pits, or similar devices may be used any reasonable place on the Property.



**Section 6.3** No Unit Owners shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

## ARTICLE VII. LEASING OF UNITS

**Section 7.1** Rules Applicable to Residential Units. Residential Unit Owners may only lease their Units in compliance with Section 8.03 of the Declaration and the following rules:

(A) A Unit Owner who leases his/her Unit must use the approved written lease form provided by the Association. The lease does not permit subletting of the Unit by the Unit Owner's tenant. Standard terms of such approved form relating specifically with the Rules and Regulations of the Association, may not be altered or amended without the express written consent of the Association.

(B) Any Unit Owner who enters into a lease for his/her Unit shall provide the Secretary of the Association with a copy of such lease at least five (5) business days prior to the tenant's anticipated occupancy. No lease shall be binding on the parties without the consent of the Association Secretary as evidenced by the Secretary's signature on such lease agreement.

(C) No Unit may be leased for a term of less than six (6) months.

**Section 7.2** Rules Applicable to Commercial Units

(A) A Unit Owner who leases his Unit shall remain primarily liable for the payment of any Assessment or any other amount due under any Condominium Document and the Association shall pursue the Unit Owner for any unpaid Assessment or any other payment due the Association.

(B) The rights and obligations of any tenant of any Unit shall be subject to the covenants, conditions and restrictions set forth in the Condominium Documents. Both the tenant and the Unit Owner shall be liable to the Association for tenant violations of the Condominium Documents and/or damage to Common Areas caused by the tenant, whether or not the Unit Owner has actual knowledge of the tenant's conduct.

(C) Unit Owners shall provide their tenants with a copy of all the Condominium Documents including, but not limited to, a copy of these Rules and Regulations.

CONDOMINIUM PLAT  
OF  
**7930-32 S. 68<sup>TH</sup> STREET CONDOMINIUMS**  
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

**LEGAL DESCRIPTION**

PARCEL 4, CERTIFIED SURVEY MAP NO. 6890, BEING A PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, IN TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

**PROPERTY ADDRESS:** 7930 and 7932 S. 68<sup>TH</sup> STREET, CITY OF FRANKLIN, WISCONSIN

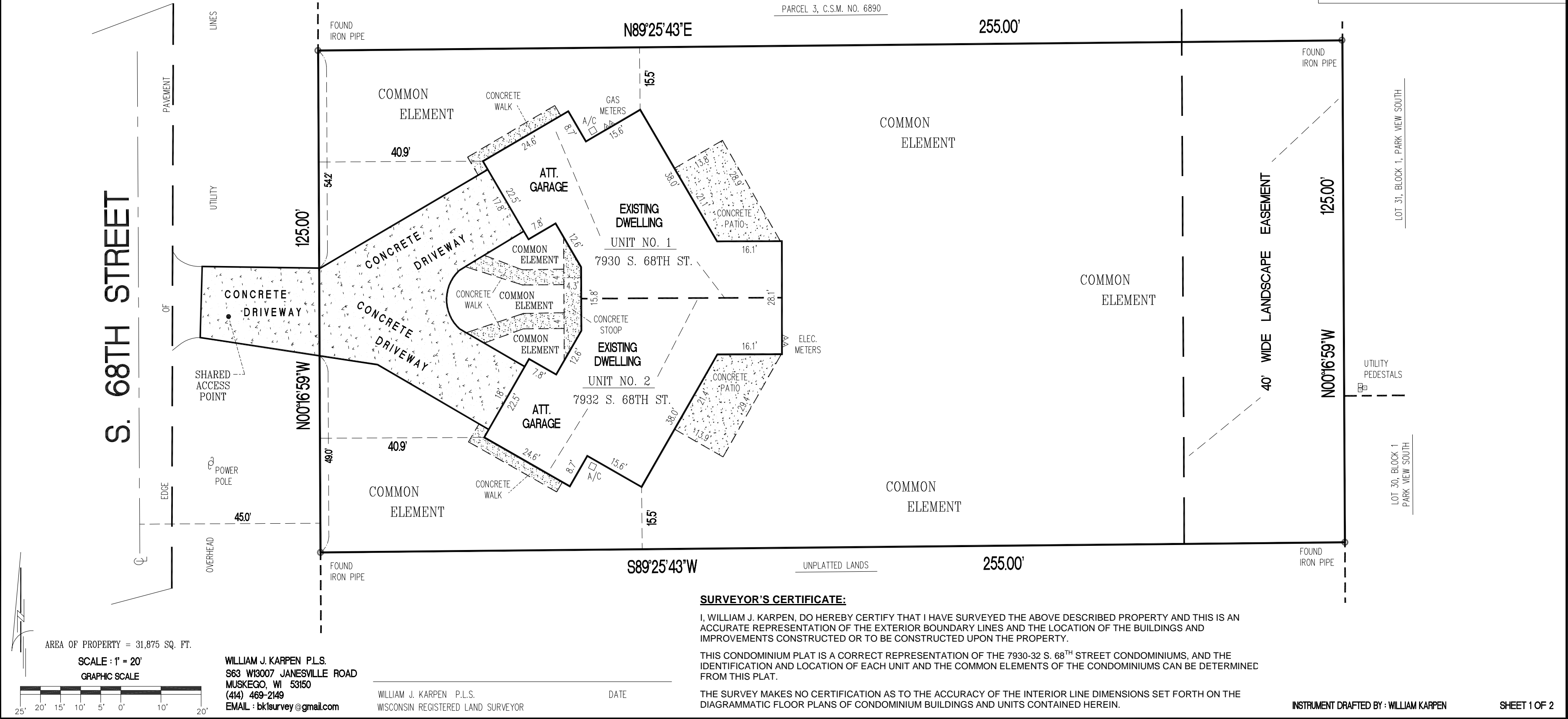
**LIMITED COMMON ELEMENTS:**

PORTIONS OF THE COMMON ELEMENT ARE "LIMITED COMMON ELEMENTS" APPURTENANT TO UNITS. EACH LIMITED COMMON ELEMENT IS RESERVED FOR THE EXCLUSIVE USE OF THE OWNER(S) OF THE UNIT IT IS APPURTENANT TO, TO THE EXCLUSION OF ALL OTHER UNIT OWNER(S) IN THE CONDOMINIUM. SUCH LIMITED COMMON ELEMENTS INCLUDE (BUT ARE NOT LIMITED TO) THE FOLLOWING:

- 1) THE OUTSIDE ENTRY AND EXIT STEPS, PORCHES AND STOOPS, IMMEDIATELY ADJACENT TO EACH UNIT AND TO WHICH EACH HAS ACCESS FROM THE OWNER'S UNIT ARE LIMITED COMMON ELEMENTS APPURTENANT TO THAT UNIT.
- 2) THE PATIO ADJACENT TO THE REAR LOWER LEVEL ENTRANCE OF EACH UNIT IS A LIMITED COMMON ELEMENT APPURTENANT TO THAT UNIT.
- 3) THE TWO INDIVIDUAL DRIVEWAYS AND PARKING APRONS ARE LIMITED COMMON ELEMENTS AS SHOWN ON THE CONDOMINIUM PLAT, EACH APPURTENANT TO THE UNIT IT GIVES ACCESS TO. THE INDIVIDUAL DRIVEWAYS AND PARKING APRONS MAY BE USED FOR PARKING VEHICLES, SUBJECT TO RESTRICTIONS CONTAINED IN THIS DECLARATION. FOR THESE PURPOSES, AN INDIVIDUAL DRIVEWAY AND PARKING APRON IS THE FULL WIDTH OF THE PAVED AREA EXTENDING FROM THE GARAGE DOOR TO THE POINT WHERE IT JOINS THE MAIN ENTRANCE DRIVEWAY ALONG THE INSIDE EDGE OF THE PAVEMENT, (THE EDGE CLOSEST TO THE FRONT DOOR OF THE UNIT AND ENDING THERE ALONG A LINE DRAWN PARALLEL TO THE GARAGE DOOR, FROM THE POINT ON THE INSIDE EDGE OF THE PAVEMENT, ACROSS THE PAVED AREA AT A RIGHT ANGLE, TO THE OTHER EDGE.

**COMMON ELEMENTS:**

THE COMMON ELEMENTS SHALL CONSIST OF ALL OF THE IMPROVEMENTS AND APPURTENANCES OF THE CONDOMINIUM EXCEPT THE INDIVIDUAL UNITS AND FIXTURES THEREIN, AS DEFINED IN THIS DECLARATION, INCLUDING BUT NOT LIMITED TO THE BUILDING AND THE LAND ON WHICH THE BUILDING IS LOCATED: COMMON DRIVES, WALKWAYS, YARDS AND OTHER OPEN AREAS SHOWN ON THE CONDOMINIUM PLAT AND ALL AMENDMENTS THERETO; WATER SYSTEMS AND OTHER UTILITY LINES; PUBLIC UTILITY LINES; MASTER TELEVISION CABLE OR ANTENNA AND LINE, IF ANY; THE LANDSCAPING DONE OR TO BE DONE ON THE CONDOMINIUM PROPERTY; BEARING WALLS, FLOORS AND CEILINGS (EXCEPT THE PORTIONS THEREOF WHICH FORM THE OUTER BOUNDARIES OF EACH DWELLING UNIT), ROOFS, FOUNDATIONS, ENTRANCES AND EXITS, PIPES, DUCTS, ELECTRICAL WIRING, SEWER LATERALS, OUTSIDE WALLS, GIRDERS, BEAMS AND SUPPORT AND STRUCTURAL PARTS OF THE BUILDING.



AREA OF PROPERTY = 31,875 SQ. FT.  
SCALE: 1" = 20'  
GRAPHIC SCALE

WILLIAM J. KARPEN P.L.S.  
583 WISCONSIN JAMESVILLE ROAD  
MUSKEGO, WI 53090  
(414) 469-2149  
EMAIL: [bjksurvey@gmail.com](mailto:bjksurvey@gmail.com)

WILLIAM J. KARPEN P.L.S.  
WISCONSIN REGISTERED LAND SURVEYOR

DATE

**SURVEYOR'S CERTIFICATE:**

I, WILLIAM J. KARPEN, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THIS IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF THE 7930-32 S. 68<sup>TH</sup> STREET CONDOMINIUMS, AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS OF THE CONDOMINIUMS CAN BE DETERMINED FROM THIS PLAT.

THE SURVEY MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE INTERIOR LINE DIMENSIONS SET FORTH ON THE DIAGRAMMATIC FLOOR PLANS OF CONDOMINIUM BUILDINGS AND UNITS CONTAINED HEREIN.

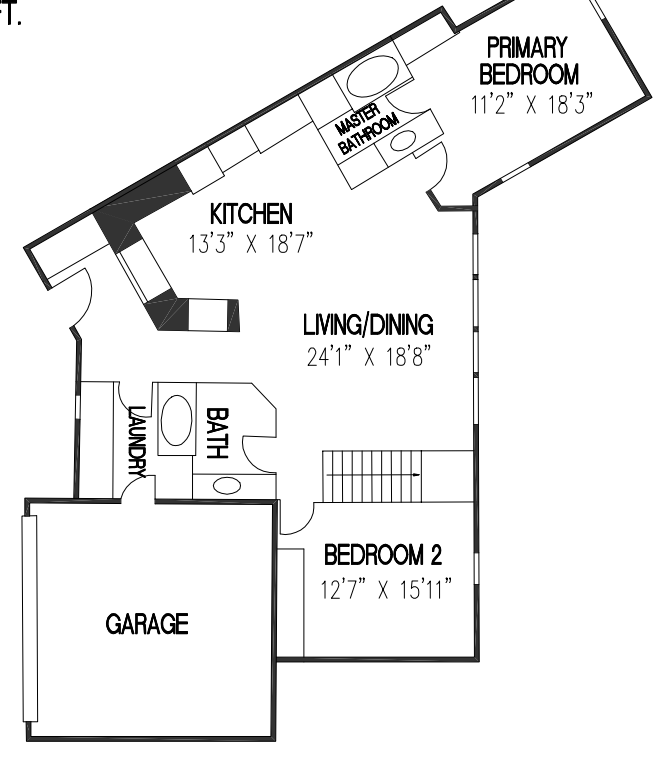
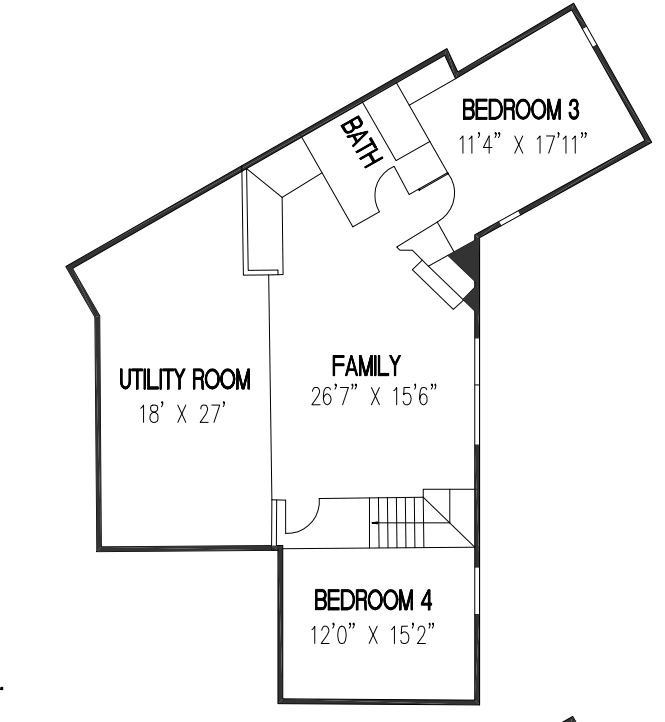
INSTRUMENT DRAFTED BY: WILLIAM KARPEN

SHEET 1 OF 2

CONDOMINIUM PLAT  
OF  
**7930-32 S. 68<sup>TH</sup> STREET CONDOMINIUMS**  
CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

**BASEMENT**  
(NOT TO SCALE)

BASEMENT : 1,379 SQ. FT.  
FIRST FLOOR : 1,381 SQ. FT.  
TOTAL AREA : 2,760 SQ. FT.



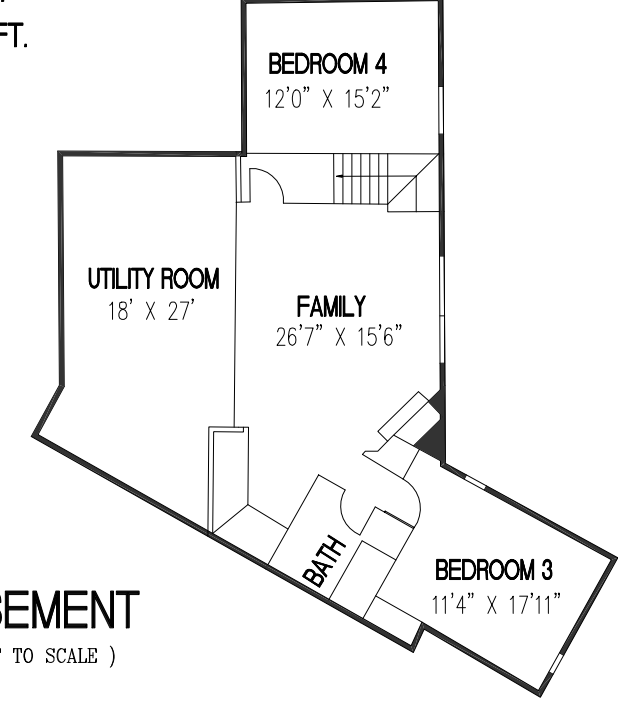
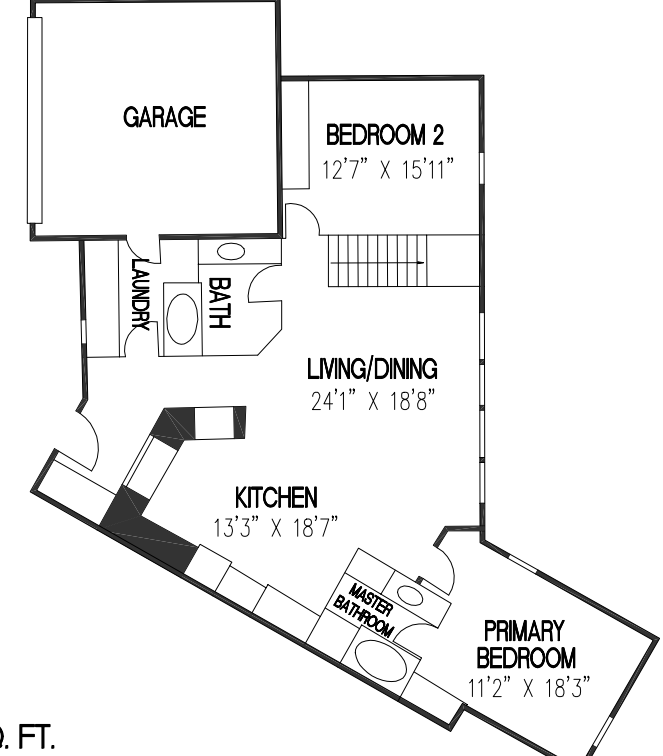
**FIRST FLOOR**  
(NOT TO SCALE)

UNIT NO. 2  
7932 S. 68TH ST.

**FIRST FLOOR**  
(NOT TO SCALE)

UNIT NO. 1  
7930 S. 68TH ST.

BASEMENT : 1,379 SQ. FT.  
FIRST FLOOR : 1,381 SQ. FT.  
TOTAL AREA : 2,760 SQ. FT.



**BASEMENT**  
(NOT TO SCALE)

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INSTRUMENT DRAFTED BY: WILLIAM KARPEN

SHEET 2 OF 2

## MEMORANDUM

Item D.4

**Date:** January 28, 2021

**To:** Mayor Steve Olson  
Alderman Mark Dandrea  
City of Franklin Plan Commission

**From:** Heath Eddy, AICP, Planning Manager  
City Development Department Staff

**Subject:** **Unified Development Ordinance Update**

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*“If you don’t know where you’re going, you’ll end up someplace else.” – Casey Stengel*

Staff is beginning the preparation for a Request for Proposals (RFP) for consultant assistance to update the Unified Development Ordinance (UDO). However, prior to preparing such a RFP, staff seeks clarification from Council on the nature of said update. It’s one thing to get help, it’s another to utilize the help in a way that results in the most productive, and expected, outcome.

From staff’s perspective, there’s a lot to fix. What we want is a fully functional, easy-to-understand UDO that gets us where we want to go. The question of course is where that is.

*“When you come to a fork in the road, take it!” – Yogi Berra*

Staff is looking for Plan Commission input on the level of change to prepare with respect to the UDO. We’re requesting guidance as to what framework this project will take, in the interests of direction for a proposed Scope of Work. Staff has proposed a series of potential options for the extent of any work to be prepared for the UDO. There are three possible options, which are:

1. **Adjust/Modernize.** Clean-up and retrofit the existing UDO;
2. **Full Rewrite.** Comprehensively redesign the existing UDO, including uses, districts, and mapping; or
3. **Try Again.** Start over, new ordinance comprehensive design (Could be one or multiple ordinances)

Staff is operating on the assumption the answer is some combination of ##1 and 2, above. However, there are multiple elements that could be included, because full rewrites may include/exclude districts, setback requirements, infrastructure requirements, and so on. Before the Plan Commission makes a decision, it’s important to discuss the problems as staff has compiled.

Six years ago my predecessor and the staff of City Development proposed a series of comprehensive edits to the UDO, including a Top 20 list of suggested changes (staff’s list was longer than 20, but they listed 20 so as not to get too carried away). At the risk of repeating

ourselves, those suggested changes remain now as they were six years ago. I've included them at the end as a reminder but here are some of my general comments for consideration, with a quote to lead off:

*"If you always do what you always did, you'll always get what you always got."  
– Rick Power*

**General Comments.** The following are applied to the UDO generally.

1. **The UDO is a hyper-integrated mess.** There are provisions that are spread across multiple Parts of the Ordinance, with confusing cross-references. (Example: Natural Resource Protection Standards; evaluation and requests for modifications; Land Division "variances")
2. **Outdated approaches.** The existing UDO relies on old-school zoning systems that make it a high-maintenance framework for staff to utilize on a daily basis. This applies particularly to the prevalence of Special Uses and Planned Development Districts. These require constant staff maintenance at the zoning entitlement level, and significant research just to arrive at the most basic answers. This structure also makes economic development more difficult because it tends to slow down the process getting to completion. For special uses, in light of Act 67 (2017), it would be preferable to have an ordinance that ties development of particular uses to specific development standards and limitations, rather than running use requests through public hearings.
3. **Lack of Clarity.** There are large portions of the UDO that are overly wordy. Excessive verbiage means that the intention can get lost in a downpour of words. There are some paragraphs and subsections that run entire pages in length. As the saying goes, "brevity is the soul of wit." (Best Example: Section 15-3.0501(C))
4. **Lack of Triggers.** There is not an effective means to assist staff in ensuring that site plan-approved elements are actually installed. Many of these ultimately are completed, but not without staff having to repeatedly contact developers/property owners to get them to provide the required elements. This is particularly true of commercial uses.
5. **No Graphics.** Many development regulations are better communicated with visual methods rather than just text. It reduces potential confusion over how things like distance measurements are to be made on a given property, and it provides a visual representation for those who prefer visual communications to text.

**Specific Issues.** The following are specific parts of the UDO that can and should be reviewed, revised, deleted, or reorganized, in no particular order.

1. **Definitions.** The definitions section (Part 11) needs edits/revisions. In addition, this section includes 113 definitions for land uses that are inconsistent with the land uses

currently referenced in the Table of Permitted and Special Uses in the Nonresidential Districts. Speaking of....

**2. Tables of Permitted and Special Uses in Residential and Nonresidential Districts.**

Both of these need to be updated, particularly the SIC based table for nonresidential districts. The SIC was never intended for classification of uses at the local level; it's a national database for use differentiation akin to an industrial census. It's too complicated and unnecessary for use permissions at the local level. The definitions for the uses in that table are only referenced via the 1987 SIC Manual, and are not provided in the UDO. Staff covered this previously on the 2015 Top 20 List (see below) as well as a recommendation from my predecessor, with which I don't necessarily concur. I have attached his analysis and recommendation for additional review.

**3. Zoning Districts.** I have identified various problems with the Zoning Districts that are currently implemented in the City. We have 28 base districts and 9 overlays, though technically two of the "overlays" are actually implemented as base districts. Below are several issues with the districts in no particular order:

- a. ***OL-1/OL-2*** – why are these a thing? OL-1 is the analog to the B-6 Professional Office District, which includes lots zoned R-6 along the west property line of the Northwestern Mutual site, which also includes the OL-1 overlay (BP base district). OL-2 is similar to the B-2 General Business District, and is overlaid on an area primarily zoned M-1 (the Sendiks at Rawson/51<sup>st</sup> Street is zoned M-1/OL-2). Running on the assumption that these overlays were created to permit the underlying base district to continue, it's not designed in such a way as to make implementation any easier than simply rezoning to B-6 or B-2 (about which, see further below).
- b. ***R-1E*** – the district name says it all: "Countryside/Estate Single-Family Multiple Residences on a Single Lot." This district is the only single-family district that permits more than one residential dwelling on the same parcel. The City has 1 parcel with this zoning, which is to say that an exception was created for one property owner. That's spot zoning, and it's a Due Process violation. (Technically speaking, this also applies to the initial creation of the CC City Civic Center District as well, but that district covers multiple uses on a larger site.) I should add that I don't per se have a problem with permitting multiple dwellings on a single lot; I just find that this district was limited by design to one property, and that's a problem.
- c. ***Single-Family Districts***. There are 7 single family residential districts (not including R-1E) where there should be maybe 3. The City created a district (R-3E) which is exactly like R-3 or R-2 or R-4 except the lot size is slightly larger than R-3 while also being smaller than R-2. That's really unnecessary. Also, district limitations regarding residential uses limits flexibility for further development; the Building Code doesn't contain the same level of restriction. In my opinion, there needs to be less concern that a house may be converted into a duplex or triplex, or even the creation of an accessory dwelling unit for either

elder parents or even for additional income. These are suitable alternatives and provide greater flexibility to homeowners, and provide additional benefits to the City's fiscal condition as well.

- d. ***Proliferation of Districts.*** As stated above, the UDO lists 37 zoning districts (not including PDD). For reference, the City of Oak Creek currently has 19, and they're revising their zoning ordinance at present. The City of Greenfield has 23 districts, of which 6 are overlays. The City of West Allis has 18 districts. Overall, we don't need so many districts. It's over-classification of the worst kind.
- e. ***Rarely-Used Districts.*** There is a BP Business Park District with 1 parcel (Northwestern Mutual property, which also includes the OL-1 Overlay). The RC-1 Conservation Residence District was replaced entirely by PDD 39. In short, there are districts that either are rarely ever used or don't exist except in text form. And actually, RC-1 is a better example of a flexible residential district than what is allowed in R-1 through R-8. Also: L-1 (Landfill) District – listed, discussed in text, not on map (the Waste Management Landfill is zoned M-2).
- f. ***Mapped Districts without Text Guidance.*** Conversely, the Zoning Map includes the C-1 Conservancy District, which was repealed from the UDO text. The M-3 Quarry District is still on the Zoning Map too, though that district was repealed with approval of PDD 23/24 in 1997. There's some district listed on the map legend called I-1 but I don't even know what that was. These are map changes that were never implemented (or not fully implemented) and create issues for staff in working through property inquiries from the public.
- g. ***South 27<sup>th</sup> Street Corridor Plan Implementation.*** The City currently implements the South 27<sup>th</sup> Street Corridor Plan with three districts: B-4 South 27<sup>th</sup> Street Mixed Use Commercial District, the B-7 South 27<sup>th</sup> Street Mixed Use Office District, and the South 27<sup>th</sup> Street Corridor Design Overlay, which is applied to properties beyond B-4 and B-7. Still, staff wonders if there isn't a more effective way to implement the Corridor Plan with fewer than three separate, but in many ways co-joined, districts. From staff's point of view, a single overlay that imposes design criteria on the base districts would make more sense.
- h. ***Nonresidential District Associations.*** With respect to the business and industrial districts, in part due to the SIC-based use table, the progression from one district to the next doesn't make much sense. The normal progression is to go from limited scale or intensity on up to higher/highest intensity or market range. However we have:
  - i. VB Village Business (for St. Martins)
  - ii. B-1 Neighborhood Business (the name means small-scale)
  - iii. B-2 General Business ("General" denotes a catch-all, everything district)
  - iv. B-3 Community Business (small to medium scale, but not "everything")
  - v. B-4 South 27<sup>th</sup> Street MU-C (most properties are smallish scale so any larger scale orientation would require consolidation, with some exceptions; this district permits residential development [i.e. Statesman])
  - vi. B-5 Highway Business (these tend to be larger-scale based on location)
  - vii. B-6 Professional Office (not noted for being high intensity unless they are large properties)

- viii. B-7 South 27<sup>th</sup> Street MU-O (this district is mapped to the Ascension Hospital property; 7 parcels listed in the GIS database)
  - ix. CC City Civic Center (this is basically a PDD masquerading as a base district, and is a shopping hub location with community/small regional scale)
  - x. M-1 Limited Industrial (most of the time this type of industrial use is meant to signify the use is primarily conducted indoors, with the exception of truck traffic utilization and varies by size of use)
  - xi. M-2 General Industrial (most of the time this type of industrial use is primarily conducted outdoors, or features significant use of outside storage of material or equipment; these are high intensity industrial operations)
  - xii. BP Business Park (based on the description and standards this was intended for high intensity office and professional uses – 5-story buildings are permitted in this district)
  - i. **Multiple Office Districts.** Per the above, staff wonders why we have three different office districts (B-6, B-7 and BP). If there was a strategy or purpose for more than one, maybe it would be necessary. However, the way office uses are implemented in the City, it would be easier to implement with one.
- 4. Legally required changes to reflect current requirements in State and Federal Law.** There are several updates that need to be made, number one being with respect to Special Uses. In 2017 the State Legislature changed the permission level of municipalities with respect to approving Special Uses (which are called Conditional Uses in State Code). As revised, municipal officials are not permitted much room for discretion as was previously inferred. This comment also applies to the floodplain regulations, which are periodically updated by FEMA. The UDO contains a floodplain zoning ordinance which was adopted in part to effect quick compliance with State mandated regulations, but it creates conflicts and confusion with the prior existing overlay districts for floodplain management.
- 5. Natural Resource Protection Standards.** These are referenced primarily in Part 4, but they are also the major impetus of the Site Intensity and Capacity Calculations section in Part 3 as well as the Natural Resources Special Exception standards which are in Part 8 under the section for the BZBA (??). Some of the standards need to be updated with respect to changes in State regulation (e.g. wetlands), as well as to improve the range of operations for mitigation planning by applicants.
- 6. Open Space Development Options.** THERE ARE WAY TOO MANY OPTIONS. Variations of the kind that are currently in the UDO make no sense. Better to implement the RC-1 District, or variations that make open space development required.
- 7. Parking Standards.** There are several problems here.
- a. The off-street parking standards are not synced with the Tables of Uses in the appendix, so staff has to interpret the type of use for the required parking;

- b. The parking requirements are way too high. These are supposed to be “minimum” requirements. In fact, I am of the opinion that minimum requirements are unnecessary and should be eliminated.
  - c. Where parking should be required is for bicycle parking. The South 27<sup>th</sup> Street Corridor Design Overlay and the PDD 39 Design Standards incorporate references to bicycle parking but there are no quantitative standards as guidance on how much to require and/or provide. Staff generally operates with a recommendation of 1 bicycle parking space per 10 vehicle parking spaces. But more guidance or provisions are needed as to recommended facilities, locations, etc.
- 8. Process Post-Approval.** For some of the approvals, a clear follow-up would be implementation of an Improvements Agreement which may include financial surety. However, it’s not especially clear in the UDO how the post-approval follow-up should work. That needs to be cleaned up. See also above under “The UDO is a hyper-integrated mess.”

The above constitutes how to think of the UDO post-review and modernization. I would also recommend consideration of the following:

1. **Low-Impact Development Standards.** The City contains a wealth of natural resources that would form a positive natural amenity if development were better integrated with the environment, and treat these resources as an asset rather than something to be altered/changed/eliminated/“mitigated”. The purpose of Low-Impact Development models of development is to do exactly that. Consider all that the development would require, and then imagine those elements as part of an integrated whole. Stormwater facilities and landscaped buffers operating seamlessly. Parking integrated and reduced to a necessary part rather than the dominant physical expression of our auto-dependence. Replacing lawns with greenery that filters water and runoff from other sources, cleans it, and makes it a vital part of the landscape, rather than a pollutant.
2. **Wind/Solar Power Facilities.** A major inclusion to the UDO would be providing basic standards for wind and solar power. The idea is to create a set of definable and quantifiable design standards to guide location and intensity of each potential development. The major issue with Wind Power is the location relative to flight paths, and for that the City would need to be aware of flight patterns not only into/out of Mitchell International Airport but also bird migration patterns. In addition, the sound of the turbines may in some cases create a background buzzing noise that could disturb residents. Solar power should be encouraged as much as possible, either on individual homes or larger scale facilities. The implementation should be managed to avoid undue disturbance of natural resources (see above).
3. **Affordable Housing.** This is the elephant in the room. The City’s density is approximately 1.26 persons per acre, which is just slightly over 1 dwelling unit per 2 acres. Since half of the City remains basically un- or under-developed (as measured strictly by urban/suburban types of development), this means essentially the effective density is 1 unit/acre. This type of density isn’t high enough to support the services



already provided (roads, sewer, water, fire protection, etc.) let alone additional services needed for people with limited means. Greater measures will be needed, beyond “reducing fees” or “increasing speed of approvals.” That is the Realtors’ version of how to create affordable housing. And it doesn’t change much other than on the margins.

Here are the previous Top 20 for reference:

**Planning Department’s Top 20 Suggested Changes (January 28, 2015)**

1. Update/replace the Standard Industrial Classification (SIC) System. *[to also include: new general office and retail use categories for those instances when a manufacturing, trucking, contractor, etc. type business only needs an office space or sales area; establish more consistency between zoning districts, such as farm management services, advertising agencies, architectural services, etc. which are permitted in the B-1 but not allowed at all in the B-2; remove the M-3, L-1 and PDD districts from the Table of Permitted and Special Uses; etc.]*
  - a. Update the UDO’s Table of Permitted and Special Uses by replacing the 1987 SIC codes with the 2012 North American Industry Classification System (NAICS). *[the NAICS includes 358 new or redefined types of businesses/industries, such as fiber optic cable manufacturer, fast food restaurant, warehouse/superstore grocery, etc.; there are about 1,000 SIC codes, and 1,200 NAICS codes; could use only the three digit NAICS codes (96), or the four digit codes (311), and use the more detailed codes as a guide to staff for administrative use determinations; etc.]*
  - b. **OR** replace the UDO’s Table of Permitted and Special Uses with a land use based classification system, such as the 1965 Standard Land Use Coding Manual (as updated and revised by SEWRPC) *[categories such as Residential: single-family, two-family, multi-family; Industrial: manufacturing, wholesaling and storage, extractive; etc.]* or the Land Based Classification System (as prepared by the American Planning Association). *[considers five aspects of land use—activity, function, ownership, site, and structure—breaks each aspect up into various categories and subcategories, and creates a matrix of these aspects to pin down exactly what the use is, i.e. Activity: Residential household, Function: Private household, Structure: Single-family detached, Site: Developed, Ownership: Private, fee simple = Existing single-family residential detached home]*
  - c. **OR** replace the UDO’s Table of Permitted and Special Uses with a list of real-life business types and land use descriptions. *[such as the City’s prior zoning ordinance]*
2. Establish more administrative flexibility in the assignment and selection of SIC/NAICS/etc. codes when: a specific business/use is unclassified *[controlled agriculture, green technology, nanotechnology, etc.]*; when a specific business/use is actually more similar to a different use *[dog grooming vs. kennel, jewelry store vs. cash for gold, etc.]*; when multiple uses exist within a site or building *[The Rock Sports Complex, etc.]*.

3. Establish City-wide and/or district-wide design standards or guidelines *[architecture, site layout, access/cross-access, etc.]* and along with any such standards now in the UDO *[landscaping, parking, etc.]*, place into a separate document.
4. Revise the Special Use (SU) process/standards/fee to separate out those situations where a Site Plan is not necessary *[no exterior changes needed or planned, i.e. Coldwell Banker, Snap Fitness in Orchard View, etc.]* and to clarify the difference between major and minor SU amendments. *[there currently is no minor SU amendment, only a Under 4,000 sq. ft. category, but should be one where there is no exterior changes]*
5. Update the Natural Resource Protection standards to: clarify when mitigation is acceptable; eliminate second consultant reviews and replace with a consultant certification process; consider quality based protection and/or mitigation standards; encourage the removal of invasive species *[Block CSM, etc.]*; encourage the removal of dead, dying, and diseased vegetation *[is allowed in our Conservation Easement template]; etc.*
6. Clarify and expand allowable variances, removing the current authorized variance section and the area exception process. *[currently the UDO allows only a few types of zoning related variances such as larger accessory structures, smaller yard setbacks, smaller lot areas, shared parking, and larger signs]*
7. Create a Mixed Use Overlay District that allows/requires multiple compatible uses within a single building or site. *[and to clearly articulate: whether this is allowed or required; whether we want to encourage this through more flexibility in setbacks, lot coverage, parking, etc.; provide more direction on what kinds of uses are compatible; etc.]*
8. Update the Urban/Rural Map, which is primarily used for determining where animals such as horses, cows, pigs, etc. can be located (was last updated in 1986). *[much development has occurred within the rural areas since, i.e. animals are allowed in the Stonehedge subd. area]*
9. Update the Planning Department's zoning and land division related Fee Schedule (was last updated in 2004). *[some fee amounts may no longer be appropriate]*
10. Update Cell Tower standards to reflect current state and federal regulations. *[these state/federal regulations include certain mandates and restrictions on what local units of government can do]*
11. Include Wind and Solar Power related regulations to reflect federal and state legislation re: solar panels and wind energy systems. *[these state/federal regulations may include certain mandates and/or restrictions on what local units of government can do]*
12. Reduce the Landscape Surface Ratios for those zoning districts that are more urban in character, such as the M-1, M-2, and BP districts (i.e. BP's is 45%, more than B-2, B-3, B-4, and M-1). *[Strauss Veal, etc.]*
13. Update Accessory Structure regulations to allow taller structures, exemptions for typical farm structures, etc. *[R-1E; homes are becoming taller (so could their accessory structures); more instances of accessory structures being used for specialized purposes (car storage and/or repair, hobbies, etc.); farms traditionally have numerous and specialized accessory structures, more of which should be permitted; etc.]*
14. Update Fence regulations to clarify where fences can be located when abutting streets, in the corner side yard, etc. *[should more often allow fences in the rear and side yards, even if it is adjacent to a public street]*

15. Update Conservation Subdivision regulations. *[to be more clear, easier to track, provide more incentive to do this]*
  - a. Remove Open Space Options
  - b. **AND** create an overlay district
  - c. **OR** adopt the UW Extension model ordinance
16. Update Lot Coverage regulations to clearly define what is included/not included (i.e. driveways, decks, patios, etc.). *[to be more consistent and make more sense, for example, driveways are not included, but decks are]*
17. Update Floodplain Zoning regulations to eliminate contradictions, old district standards, etc. *[when the City adopted the mandated State regulations in 2008, due to time constraints it did not remove any contradictory or unnecessary text already in the UDO]*
18. Rezone all public parks to P-1, revise the P-1 zoning district standards as necessary (i.e. evaluate permitted and special uses). *[Grobschmidt Park is zoned R-6; half of Lions Legend is zoned I-1; Southwood Glen is zoned I-1 and R-3; Whitnall Park is zoned R-2; Oakwood Park is zoned R-2 and R-3; etc.]*
19. Update the Zoning Map to eliminate the old C-1 district and to reflect the newer floodplain delineations.
20. Clarify yard definitions, i.e. double/triple fronted lots, corner side yards, etc.

**MEMORANDUM: FROM PLANNING DEPARTMENT**

DATE: April 3, 2015

TO: Mayor Steve Olson  
City of Franklin Common Council

FROM: Joel Dietl, Planning Manager

SUBJECT: Consideration of Replacement of the Unified Development Ordinance's  
Use of the Standard Industrial Classification (SIC) System

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**INTRODUCTION**

As requested by the Common Council, I have prepared the following information about the benefits and issues related to four potential options<sup>1</sup> which could be used to replace the Standard Industrial Classification (SIC) system within the City of Franklin's Unified Development Ordinance (UDO). This subject was briefly discussed at the Committee of the Whole meeting on February 2, 2015. The attached table provides a brief description of the major elements of each of the four classification systems (in comparison with one another and to the current SIC system), while this memo provides a brief explanation of the purpose and use of such classification systems.

This information is intended to be used by the Common Council in its continued discussions about a possible comprehensive update or replacement of the Unified Development Ordinance, and/or in consideration of a UDO text amendment to replace the SIC codes.

I have also provided some background information about zoning in general, and how zoning relates to zoning use classification systems in particular, in order to help put the use of such classification systems into perspective.

**BACKGROUND INFORMATION**

While most of the following background information is provided in a generic format, whenever such information pertains directly to the City of Franklin, it has been *italicized*.

**Zoning**

Zoning is the basic means of land use control practiced by local units of government throughout the United States. It is a common, useful, and powerful tool, but it is exercised in the context of the social, economic, and political forces that shape each community. According to The Practice of Local Government Planning,<sup>2</sup> it is important for local officials to understand that zoning cannot be used to fashion ideal development patterns within a community. No matter how good or how effective the zoning in a particular community, the landowners, developers, and individual citizens still make decisions that heavily influence, if not determine, the final land use patterns in the community.

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<sup>1</sup> The four options identified by staff include: the North American Industry Classification System (NAICS); the Standard Land Use Coding Manual (SLUCM); the Land Based Classification Standards (LBCS); and a traditional simple ad-hoc list of uses.

<sup>2</sup> The Practice of Local Government Planning, Second Edition, by the International City/County Management Association and the American Planning Association, dated 1988.

Furthermore, as stated in The Practice of Local Government Planning, it is commonly understood that zoning does not substantially change the way a community is built. Factors such as public investments in sewer and water lines, and amenities such as parks, often have more influence. However, what zoning does do is reinforce the basic patterns of community development that are the most consistent with public health, welfare, and safety and with the community's local goals and policies. For example, zoning can keep heavy industry out of a community's commercial core, large commercial centers out of single-family residential areas, and multi-family residential development out of areas with inadequate services.

### Zoning Districts

Zoning divides the community into districts and imposes different land use controls on each district. In particular, Wisconsin State Statutes 62.23(7) states in part that Cities may regulate "...the height, number of stories and size of buildings and other structures, the percentage of the lot that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location **and use of buildings, structures, and land for trade, industry, mining, residence or other purposes** [emphasis added for purposes of this discussion] if there is no discrimination against temporary structures."

Traditional zoning regulations have separated land uses into four basic districts: residential; commercial; industrial; and agricultural. Although small communities may have only these four districts, larger communities may have dozens of different districts. *For example, the City of Franklin has 74 different zoning districts, consisting of: 12 residential districts; nine commercial districts; three industrial districts; two agricultural districts; 37 Planned Development Districts; six overlay districts; and a number of other miscellaneous districts.*

### Identification and Categorization of Uses

Zoning districts typically consist of numerous but related uses, and most zoning ordinances, *including the City of Franklin's, attempt to categorize these uses and the zoning districts in order to help separate incompatible uses from one another.* Often referred to as Euclidian zoning, this is the most common (but not only) type of zoning.

To identify and distinguish various uses from one another, utilization of a land use based classification system is widespread, has long been part of traditional zoning ordinances, and is particularly useful for planning purposes. Examples of such a system include the 1965 Standard Land Use Coding Manual (SLUCM), the Land Based Classification Standards (LBCS), and various local community created Ad-Hoc lists of uses.

Other systems used for the categorization of uses for zoning purposes include the North American Industry Classification System, *and the Standard Industrial Classification system (which is the system utilized in the City of Franklin's Unified Development Ordinance).* Furthermore, many local zoning ordinances are a hybrid or composite of more than one system. For example, some local ordinances, *such as Franklin's Unified Development Ordinance, use one system for residential uses and another system for non-residential uses.*

In addition to simply identifying a list of uses, identifying a list of zoning districts, and using some type of system to categorize them, most zoning ordinances, *including the City of Franklin's, also identify three types of allowed uses:*

- *permitted uses which are generally allowed by right;*
- *accessory uses which are generally incidental to the permitted principal use; and*
- *special uses that are allowed only by some form of special review.*

Many classification systems, *including the City of Franklin's (see UDO Table 15-3.0603 Permitted and Special Uses in the Nonresidential Zoning Districts), create a matrix comprised of all of its use categories, all of its zoning*

*districts, and the three categories of allowed uses. This information, often in the form of a table or chart, is then included within the zoning ordinance. The table or chart identifies, for each zoning district, those uses which are allowed (permitted, accessory, and special). Typically, those uses not listed as a permitted, accessory, or special within a particular zoning district would not be allowed within that district. Those uses not listed in any zoning district would not be allowed within the community.*

#### Issues Often Associated with Use Classification Systems

All systems used for identifying and classifying uses for zoning purposes, to some extent, have issues associated with their use. And how such issues are addressed tends to vary greatly among planners and among local zoning ordinances. These issues include:

- the number and type of uses to be identified within each zoning district;
- the number and type of zoning districts to be identified;
- which uses should be allowed within each zoning district;
- the level of detail to be provided in the description/definition of each use and each zoning district;
- the amount of administrative flexibility to be allowed in the interpretation of unclear or unclassified uses;
- whether there should be a clear and distinct hierarchy of uses from the most desirable to the least desirable within and between the various zoning districts;
- to what extent should the list of uses be patterned upon a land use based classification system; and
- whether all potential land uses should be allowed somewhere within the community.

#### CLASSIFICATION SYSTEMS

The five classification systems noted below (the City's current SIC system is also included here for comparison purposes), are examples of some of the most commonly used classification systems in the country and have been noted by Planning Department staff as possible replacements for the City's current system. A side-by-side comparison of each system's major elements is provided in the attached table.

#### Standard Industrial Classification (SIC) System

This system was originally created by the federal government in 1937 to classify types of industries, and was more recently used by federal agencies for a variety of economic-related purposes. It is based upon a four digit numbering system that groups industries into progressively more detailed categories, from the broadest two digit 'division', to the three digit 'major group', to the most specific four digit 'industry'. It was last updated in 1987 (*which is the version referenced in the City of Franklin UDO*). The federal government replaced this system with the North American Industry Classification System (NAICS) in 1997.

The SIC system was once used by many local communities throughout the country for zoning classification purposes, although fewer communities use this system today. Within southeastern Wisconsin, other than the City of Franklin, staff is aware of only the Village of Grafton that still utilizes this system.

#### North American Industry Classification System (NAICS)

This system was created by the federal government for similar purposes as the SIC system, and replaced that system in 1997. It has been updated a number of times since 1997 to keep up-to-date with new and changing industries. It is also maintained so comparisons between the SIC system and the NAICS system can be made. It is based upon a six digit numbering system that groups industries into progressively more detailed categories.

Many communities throughout the country which had previously used the SIC system switched to this system when the SIC system was no longer updated by the federal government. Within southeastern Wisconsin, staff is aware of only the City of Greenfield that utilizes this system.

#### 1965 Standard Land Use Coding Manual (SLUCM)

The 1965 Standard Land Use Coding Manual was prepared by the Federal Highway Administration and the Department of Housing in 1965. It created a detailed listing of land-use categories with numeric codes assigned to them, based upon a modification of the four digit SIC system. It also contained an additional numbering system to identify ownership, type of structure, auxiliary/secondary land uses, etc. It was last updated in 1972.

This system was once commonly used by large urban communities throughout the country. It is used less frequently now due in part to its age, and because the system worked best for long-term planning purposes and less well for relatively short-term zoning purposes. Within southeastern Wisconsin, staff is aware of only the Southeastern Wisconsin Regional Planning Commission that utilizes a modified version of this system.

#### Land-Based Classification Standards (LBCS)

This system was created in 2000 by the American Planning Association on behalf of the Federal Highway Administration, to create an update/replacement of the 1965 SLUCM. The new LBCS system was designed: primarily for various federal agencies, but also for local communities; to be a land use based system compatible with GIS mapping systems; and to be easily updated. The system identifies land use, land cover, economic function, building type, and ownership, categorizes each into a four digit numbering system, and also utilizes a 20 color coding standard for mapping purposes.

Although this system has been used for comprehensive planning purposes by a few communities within Wisconsin, staff is not aware of any community in Wisconsin using this system for zoning purposes.

#### Ad-Hoc List of Uses

It appears that the most commonly used land use classification system in the country is a primarily ad-hoc list of uses: prepared by each local community individually; revised whenever the local community determines it is appropriate; incorporating those land uses present within the community, anticipated or desired within the community, and found within neighboring communities; and sometimes incorporating portions of other use classification systems (such as the NAICS or LBCS). For a large urban community, such lists can become long. For example, up to 50 different types of residential uses in a large city is not uncommon. The total number of uses identified varies greatly from community to community, typically ranging from a few dozen different uses for small communities to hundreds of different uses for large communities.

This system is used in most communities within southeastern Wisconsin. Some communities, such as Wauwatosa and New Berlin, have created very detailed and/or highly categorized lists.

#### SUMMARY

As shown in the attached table, and as noted above, each of the classification systems has its strengths and weaknesses. Even the current SIC system has some strengths and advantages, and is one of the more commonly used systems in communities outside of Wisconsin. However, the NAICS system and the Ad-Hoc List method appear to have more benefits or advantages for the City of Franklin than the others.

In regard to the NAICS system:

- Conversion from the current SIC system to the NAICS system would likely be the easiest of the four. This is due to the similarities between the SIC and NAICS systems, as well as the conversion tables that have already been created by the federal government to facilitate comparisons between the two systems.
- This system is also the one which is updated the most frequently. The federal government has updated this system as recently as 2012, to include over 350 new types of businesses (since 1997) such as internet service providers, fiber optic cable manufactures, warehouse/superstores, fast food restaurants, etc. As well as adding new uses that cross industries, such as office and parking.
- Although this system has approximately 1,800 business types identified, providing more detail than needed for typical zoning purposes, this system is categorized in such a fashion that broader, less detailed categories have also been identified. For instance, use of only those categories signified by a four digit number results in approximately 400 business types.

In regard to the Ad-Hoc List system:

- This system is the most common method of classifying zoning uses, not only in southeast Wisconsin, but in the state and country as well. It was also the system used by the City of Franklin prior to the UDO in 1998. It can be noted that some of these Ad-Hoc Lists incorporate elements from other systems such as the NAICS or LBCS.
- As this system is created by each local community, it can typically be crafted to most closely fit local conditions in terms of the desired number and types of land uses to be identified for zoning purposes.
- With the large number of adjacent communities utilizing this system, creating and implementing this system could be relatively easy. Issues and concerns experienced by other communities could be identified and addressed by the City of Franklin.

In conclusion, Planning Department staff recommends:

- that the current SIC system be replaced with the NAICS system, for non-residential uses;
- that the current Ad-Hoc List for residential uses be updated through review of such similar lists of adjacent communities;
- that the UDO's current standards in regard to administrative interpretations, and permitted, special, and accessory uses, be reviewed in light of the change to the NAICS system and to ensure they still reflect the community's needs;
- that the UDO's current number and types of zoning districts be reviewed in light of the change to the NAICS system and to ensure they still reflect the community's needs; and
- that all appropriate changes be reflected within the City's Comprehensive Master Plan.

Lastly, Planning Department staff would recommend that due to the nature and scope of these potential changes, that a comprehensive revision (or potential replacement) of the Unified Development Ordinance be undertaken simultaneously with the conversion to any other zoning use classification system.



Table 1

Comparison of Use Based Classification Systems for Zoning Purposes

	<b>Comprehensive List of Uses Provided</b>	<b>Regularly Updated</b>	<b>Intended for Local Planning and/or Zoning Purposes</b>	<b>List of Uses Designed to be Categorized, Consolidated, or Expanded</b>	<b>Description of Uses Provided</b>	<b>Commonly Used in Wisconsin</b>	<b>Ease of Conversion to this System</b>	<b>Ease of Use of this System</b>
<b>SIC</b>	No. Approximately 1,000 business uses, but no residential uses, few recreational, general office, etc. type uses.	No. Will no longer be updated, last time was 1987.	No.	Yes.	Broad categories only.	No.	No conversion necessary, it is already in the UDO.	Not complex, but is subject to numerous amendments because it has not been regularly updated.
<b>NAICS</b>	No. Approximately 1,800 business uses, but no residential uses, few recreational, general office, etc. type uses.	Yes, last time was 2012.	No.	Yes.	Broad categories only.	No.	Relatively easy. This system was created so comparisons between the SIC and NAICS can be made.	Not complex, it is very similar to the SIC system, but has been regularly updated.
<b>SLUCM</b>	Yes. Approximately 800 residential and non residential uses identified.	No. Will no longer be updated, last time was 1972.	Yes.	To a limited degree, yes.	No.	No.	Will likely be difficult, as it is an entirely new classification system.	Moderately complex.
<b>LBCS</b>	Yes. Approximately 1,000 residential and non residential uses identified.	Unknown, last time was 2000.	Yes.	To a limited degree, yes.	Yes.	No.	Will likely be difficult, as it is an entirely new classification system.	Highly complex.
<b>Ad-Hoc List</b>	Typically yes, dependent upon the local community.	Varies, dependent upon the local community.	Yes.	Varies, but typically no.	Varies, but typically no.	Yes.	Relatively easy. This system was utilized by the City prior to 1998. However, it is now extremely out of date.	Varies, typically not complex.

Note: Shaded information represents those aspects of a particular classification system that pose a significant advantage over the other systems.

Table 2

Advantages and Disadvantages of the Land Use Based Classification Systems

SIC		NAICS		SLUCM		LBCS		Ad-hoc List	
Advantages	Disadvantages	Advantages	Disadvantages	Advantages	Disadvantages	Advantages	Disadvantages	Advantages	Disadvantages
Extensive list of businesses.	List does not include residential uses. Does not include many common recreational, general office, etc. type uses.	Very extensive list of businesses. Does include some general office uses.	List does not include residential uses. Does not include many common recreational, etc. type uses.	Relatively comprehensive list of residential and non-residential uses.	--	Comprehensive list of residential and non-residential uses.	--	Large variety of	List of uses must be determined by the local community.
Relatively long history of use by other communities.	Used by few communities in Wisconsin.	--	Used by few communities in Wisconsin.	Relatively long history of use by other large urban communities.	Likely not used by any communities in Wisconsin.	--	Likely not used by any communities in Wisconsin.	Likely used by most communities in Wisconsin.	--
List is designed with categories that can be combined or separated.	Categories do not always match common land use classifications.	List is designed with categories that can be combined or separated.	Categories do not always match common land use classifications.	List is designed with categories. Categories typically match common land use classifications.	Categories are not as easily combined or separated.	List is designed with categories. Categories typically match common land use classifications.	Categories are not as easily combined or separated.	Uses typically match the land use categories within the local community.	Categories are typically not included or are not designed to be easily combined or separated.
Has been used in the UDO since 1998.	The UDO list is very large, cumbersome, and not always consistent.	Conversion to this system would be relatively easy.	The complete list is even larger and more cumbersome than the SIC.	--	Conversion to this system would likely be complicated.	--	Conversion to this system would be very complicated.	Conversion to this system would not be too complicated.	--
--	List of businesses it out of date and will not be updated.	List is periodically updated.	--	--	List of uses is out of date and will not be updated.	List of uses is relatively recent, and might be updated periodically.	--	--	List of uses must be updated by the local community. It will be more difficult to anticipate emerging trends.