

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">06/04/19</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION TO AMEND RESOLUTION NO. 2017-7246 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A ONE-STORY, SIX BUILDING, 48 UNIT MULTI-FAMILY SENIOR INDEPENDENT LIVING APARTMENT COMPLEX DEVELOPMENT USE LOCATED AT 3709 WEST COLLEGE AVENUE TO ALLOW FOR CONSTRUCTION OF THE WOODLAND'S EDGE AT FRANKLIN 48 UNIT SENIOR INDEPENDENT LIVING APARTMENT COMPLEX (HERMAN &amp; KITTLE PROPERTIES, INC., APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.6.</i></p>

At its May 23, 2019 meeting, the Plan Commission recommended approval with revisions of a resolution to amend Resolution No. 2017-7246 imposing conditions and restrictions for the approval of a special use for a one-story, six building, 48 unit multi-family senior independent living apartment complex development use located at 3709 West College Avenue to allow for construction of the Woodland's Edge at Franklin 48 unit senior independent living apartment complex (Herman & Kittle Properties, Inc., Applicant).

Specifically, the Plan Commission incorporated as recommendations staff's suggestion for further architectural changes, and that all resident parking be provided in garages. The attached resolution has been revised according to the Plan Commission motion above. Please note that the applicant has also requested revision of the resolution to allow two years to obtain an occupancy permit, as opposed to one year. This change is also reflected in the attached resolution.

Please also note that staff has attempted to contact the applicant to discuss the site plan changes that would be necessary to comply with the Plan Commission's recommendation about garages, but as of the preparation of this Common Council Action Sheet, no such contact has been achieved.

Lastly, a protest petition was submitted on the subject Special Use Amendment by neighbors of the subject property on April 30, 2019. Staff reviewed the protest petition pursuant to Section 15-9.0103E. of the Unified Development Ordinance. That review indicated that the petition did not contain enough valid signatures to require a 3/4 vote of the Common Council to approve the subject Special Use Amendment.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2019-\_\_\_\_\_, a resolution to amend Resolution No. 2017-7246 imposing conditions and restrictions for the approval of a special use for a one-story, six building, 48 unit multi-family senior independent living apartment complex development use located at 3709 West College Avenue to allow for construction of the Woodland's Edge at Franklin 48 unit senior independent living apartment complex (Herman & Kittle Properties, Inc., Applicant).

## RESOLUTION NO. 2019-\_\_\_\_\_

A RESOLUTION TO AMEND RESOLUTION NO. 2017-7246 IMPOSING  
CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL  
USE FOR A ONE-STORY, SIX BUILDING, 48 UNIT MULTI-FAMILY SENIOR  
INDEPENDENT LIVING APARTMENT COMPLEX DEVELOPMENT USE LOCATED  
AT 3709 WEST COLLEGE AVENUE TO ALLOW FOR CONSTRUCTION OF  
WOODLAND'S EDGE AT FRANKLIN 48 UNIT SENIOR INDEPENDENT  
LIVING APARTMENT COMPLEX  
(HERMAN & KITTLE PROPERTIES, INC., APPLICANT)

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WHEREAS, Herman & Kittle Properties, Inc. having petitioned the City of Franklin for the approval of an amendment to Resolution Nos. 2017-7246 and 2017-7330, conditionally approving a Special Use for a one-story, six building, 48 unit multi-family senior independent living apartment complex development use, upon property located at 3709 West College Avenue, such property being zoned R-8 Multiple-Family Residence District, more particularly described as follows:

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

WHEREAS, such proposed amendment being for the purpose of constructing a 48-unit senior independent living apartment complex consisting of 6 separate one-story cottage style buildings (one 12-unit, approximately 10,000 square feet, one 10-unit, approximately 8,400 square feet, one 8-unit, approximately 6,800 square feet, and three 6-unit buildings, approximately 6,750 square feet each, with 8 units proposed as market rate units) (30 one-bedroom and 18 two-bedroom units)), a separate clubhouse, and associated landscaping, lighting, sanitary sewer, storm sewer and building elevation plans [the facility will be designed, marketed and restricted to those 55 years and older with household incomes of 30%, 50% and 60% of Area Median Household Income], [this application is amending Resolution No. 2017-7330, which approved a Special Use Amendment allowing a two story, 48 unit multi-family senior independent living apartment complex development use (formerly named "The Lakeview at Franklin") that did not move forward following use and site plan approvals]; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 23rd day of May, 2019, and the Plan Commission thereafter having determined to recommend that the proposed amendment to Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed amendment to Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

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

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

1. That this amendment to Special Use is approved only for the use of the subject property by Herman & Kittle Properties, Inc., successors and assigns, for the Woodland's Edge at Franklin senior independent living apartment complex development, which shall be developed in substantial compliance with and constructed, operated and maintained by Herman & Kittle Properties, Inc., pursuant to those plans City file-stamped \_\_\_\_\_, 2019 and annexed hereto and incorporated herein as Exhibit A.
2. Herman & Kittle Properties, Inc., successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consultants to the City of Franklin, for the Woodland's Edge at Franklin senior independent living apartment complex development project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

HERMAN & KITTLE PROPERTIES, INC. – AMENDMENT TO SPECIAL USE  
RESOLUTION NO. 2019-\_\_\_\_\_

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3. The approval granted hereunder is conditional upon Herman & Kittle Properties, Inc. and the Woodland's Edge at Franklin senior independent living apartment complex development project for the property located at 3709 West College Avenue: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and 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 applicant shall submit a completed General Standards for Special Uses form prior to the Common Council meeting to be held on this matter.
5. The applicant shall submit completed Site Intensity and Capacity Calculations worksheets prior to the Common Council meeting to be held on this matter.
6. The applicant shall submit additional details about the proposed monument sign for Department of City Development review and approval, and obtain a Sign Permit from the Inspection Services Department prior to installation of the sign.
7. The applicant shall submit all stormwater management related plans and associated calculations directly to the Engineering Department for their review and approval prior to issuance of any Building Permit. Furthermore, the applicant shall secure any necessary drainage easements from adjacent property owners prior to issuance of any Occupancy Permit.
8. The applicant shall submit a revised Architectural Plan incorporating additional brick on all building elevations and greater variety in the architectural design and architectural elements associated with each individual building, for Department of City Development review and approval prior to issuance of any Building Permit.
9. The applicant shall submit a revised Architectural Plan clearly identifying the colors of all façade materials for each building, for Department of City Development review and approval prior to issuance of any Building Permit. The applicant shall further revise the Architectural Plan to utilize fiber cement siding rather than vinyl siding, and that the same proportion of brick be utilized on the currently proposed buildings as was set forth in the prior Special Use approval.
10. Herman & Kittle Properties, Inc. and any owner of the property, as a condition of approval of this Resolution, shall enter into an agreement with the City providing that in the event the land and/or building to be developed hereunder be exempt from general property taxation at any time, that such property shall be subject to an annual payment in lieu of taxes to the City by the owner(s) of the property in an amount that would be equal to the amount that would be levied as the annual City general property

HERMAN & KITTLE PROPERTIES, INC. – AMENDMENT TO SPECIAL USE  
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tax upon the real and personal property were it not exempt from taxation. Such payments to the City shall be due and payable from time to time as and when general property taxes are due and payable. The agreement shall be prepared by the City Attorney and executed by the property owner, the Mayor and the City Clerk and shall be recorded in the Office of the Register of Deeds for Milwaukee County prior to the issuance of a Building Permit.

11. A Conservation Easement shall be submitted for review and approval by the Common Council and recording with the Milwaukee County Register of Deeds, prior to issuance of an Occupancy Permit.
12. The applicant shall revise the site plan to provide garages for all resident parking.
13. [other conditions, etc.]

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

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

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be an amendment to such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance, and that all of the terms and conditions of Resolution No. 2017-7246 and 2017-7330, not specifically and expressly amended by or in direct conflict with this Resolution, shall remain in full force and effect.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of two years from the date of adoption of this

HERMAN & KITTLE PROPERTIES, INC. – AMENDMENT TO SPECIAL USE  
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Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

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

ATTEST:

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

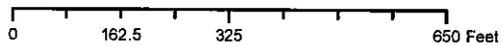
AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_



3709 W. College Ave.  
TKN: 713 9996 003



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.*



2017 Aerial Photo

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION****Meeting of May 23, 2019****Special Use Amendment**


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

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

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**Introduction and Background**

Please note:

- Staff recommendations are included in the draft resolution.
- Further details concerning staff recommendations are contained in the Staff Comments Memo dated March 26, 2019.

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

On September 29, 2017, the applicant filed a Special Use Amendment Application for a revised two-story, 48 unit multi-family senior independent living apartment complex development for the subject property, and received City approval by resolution dated November 21, 2017. That project also did not move forward.

On February 13, 2019, the applicant once again filed a Special Use Amendment application for another revised multi-family apartment development for the subject property. Currently, the

applicant is requesting approval of a one story, 48-unit multi-family senior independent living apartment complex comprised of three 6-unit buildings, one 8-unit building, one 10-unit building, one 12-unit building, and a club house. According to the applicant, the facility will be designed, marketed and restricted to those 55 years and older with household incomes of 30%, 50% and 60% of Area Median Household Income. Note that eight units are proposed as market rate.

## **Project Description/Analysis**

### Density

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

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

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

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

The subject property has a base site area of approximately 4.12 acres. As currently proposed, the project would contain 2.44 acres of impervious surface (and 1.68 acres greenspace), resulting in an Open Space Ratio (OSR) of 0.41, which complies with the R-8 District Special Use Options 1 and 2 minimum of 0.35 and 0.25, respectively.

### Site Plan Changes

The site plan no longer includes detached garages (nor underground parking which was included in the first proposal), all parking is now proposed as surface parking. In addition, the site plan no longer includes benches, trash receptacles, or an outdoor patio with picnic tables and a grill (although a club house is now proposed).

Consistent with the previous approval, the site plan does include a sidewalk along College Avenue, internal sidewalks, and a paved walkway along the east side of the property extending into the Milwaukee County Grobschmidt Park to the south. However, the applicant has provided a letter from the Milwaukee County Parks Department indicating that Milwaukee County has not

approved the request for the trail extension into the park. As such, and as pursuant to condition number 6 of the previous Special Use Resolution No. 2017-7330, the subject trail would no longer be required.

#### Architecture

The applicant is proposing to construct all six buildings with nearly identical architecture and architectural treatments consisting primarily of vinyl siding (two different colors), with a 1.5 to 3.0 foot high band of brick (color unspecified) at the base of each building, with two different sizes of dormers placed regularly along the roof lines of all buildings.

It can be noted that the prior approved plans consisted of fiber cement siding, and a much higher percentage of brick on the buildings.

In addition to the architectural related recommendations contained within the draft resolution, *staff suggests that fiber cement siding be utilized instead of the vinyl siding, and that the same proportion of brick be utilized on the currently proposed buildings as was set forth in the prior Special Use approval.*

#### Fire Department Comments

Fire Department administration has a general concerns over the impact of existing and planned senior housing on Emergency Medical Services (EMS) incident run volume. These developments tend to be higher than average users of EMS services, and the department has concerns over being able to handle increasing call volume with existing staffing levels. This location is also not well-serviced by existing fire station locations, and response times for both fire and EMS calls for service may be substandard.

The current proposal is less concerning than previous submissions. The fire department is generally more supportive of the single-story, row-house style development, as it offers improved access and greater fire-resistive properties over the multi-story, limited entry/egress structures that have been previously proposed for this location.

Additional comments from the Fire Department are located within the Staff Comments Memo dated March 26, 2019.

#### Aldermanic Comments

Alderwoman Wilhelm has indicated that she is not in support of the proposed project, and has concerns about the LSR/OSR, building design, height, and other changes, the density, stormwater/drainage impacts, etc. Alderwoman Wilhelm has requested a Concept Review and/or a Neighborhood Meeting prior to this project moving forward.

#### Protest Petition

On April 11, 2019 and April 30, 2019, the City received protest petitions filed on behalf of property owners opposed to the proposed Special Use Amendment. Pursuant to Section 15-9.0103E. of the Unified Development Ordinance:

“...in the event of written protest against any proposed special use, duly signed and acknowledged by the owners of 20% or more either of the areas of the land

included in such proposed amendment, or by the owners of 20% or more of the area of the land immediately adjacent extending 100 feet therefrom, or by the owners of 20% or more of the land directly opposite thereto extending 100 feet from the street frontage of such opposite land, such special use shall not be granted except by the favorable vote of  $\frac{3}{4}$  of all the members of the Common Council.”

Department of City Development staff are currently reviewing and verifying the petitions and will have this completed prior to the Common Council meeting on this matter.

**Staff Recommendation**

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

April 30, 2019



Dear Mike Roderer,

Thank you for submitting a project proposal through Milwaukee County Parks' Land Utilization Proposal process. Your trail connection to Grobschmidt Park for the woodland's Edge at Franklin was considered along with several other projects proposed in the spring 2019 process.

Milwaukee County Parks has not approved your project proposal. The denial decision was based on the long term maintenance/replacement, existing public access within close proximity, as well as environmental and hydrologic concerns.

If you have any questions, feel free to contact Milwaukee County Parks at [ParksProjects@milwaukeecountywi.gov](mailto:ParksProjects@milwaukeecountywi.gov)

Thank you again for your support of Milwaukee County Parks.

Sincerely,

*Milwaukee County Parks*

More information on review timelines and a Community Project Request Guide is available on our website: <https://county.milwaukee.gov/EN/Parks/Make-a-Difference/Park-Improvement-Projects>



MilwaukeeCountyParks

**countyparks.com**



**From:** [Toomsen, Sarah](#)  
**To:** [Joel Dietl](#)  
**Subject:** Woodland's Edge at Franklin  
**Date:** Thursday, May 23, 2019 10:12:06 AM

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Hello Joel,

It came to my attention that the City of Franklin is taking up a new submittal for the Woodland's Edge development proposed north of Milwaukee County's Grobschmidt Park. Please be advised that the Herman & Kittle Properties did submit under the Parks' Land Utilization project review process this spring for consideration of a trail connection. The request was denied in April based on maintenance concerns as well as environmental and hydrologic impacts. The developer is welcome to revise and resubmit their application, but at this time Parks has not approved trail work on parkland.

As is true in all cases of development next to parkland, we respectfully request that the City take reasonable measures during design review to ensure that storm water drainage and construction activities do not impact park property.

Thank you,  
Sarah Toomsen

**Sarah Toomsen, PLA, LEED AP**  
Manager of Planning & Development

**Milwaukee County Parks**  
T: 414-257-7389  
[Sarah.Toomsen@milwaukeecountywi.gov](mailto:Sarah.Toomsen@milwaukeecountywi.gov)  
[countyparks.com](http://countyparks.com)

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**From:** Joel Dietl [<mailto:JDietl@franklinwi.gov>]  
**Sent:** Wednesday, July 18, 2018 9:28 AM  
**To:** Sarah Beck <[sbeck@hermankittle.com](mailto:sbeck@hermankittle.com)>; 'Ashley Solt' <[asolt@hermankittle.com](mailto:asolt@hermankittle.com)>  
**Cc:** Kristen Wilhelm <[KWilhelm@franklinwi.gov](mailto:KWilhelm@franklinwi.gov)>; Toomsen, Sarah <[Sarah.Toomsen@milwaukeecountywi.gov](mailto:Sarah.Toomsen@milwaukeecountywi.gov)>  
**Subject:** RE: e-mail to Joel

Sarah,

The wording of the trail condition says "...to include a gravel or paved connection from the paved walkways along the building **to the existing trail system at Grobschmidt Park**, for review and approval by Department of City Development Staff and Milwaukee County...". This was the wording in the draft resolution that the Plan Commission had, and it's the same wording as adopted by the Common Council.

The Plan Commission even approved a motion to add to this condition, "This requirement is conditioned upon Milwaukee County approval." Which is also in the resolution adopted by the Council.

The most important factor is what the adopted condition says. And it says "from the paved walkways along the building **to the existing trail system at Grobschmidt Park.**" It does not say 'to the southern property line' or 'to the unofficial trail'. In that regard, it can be noted that the Milwaukee County Parks Department identifies only one existing trail, 0.8 mile in length, in Grobschmidt Park, which circles the existing lake.

FYI, Commissioner Fowler mentions at 17:40 on tape two that "a trail that would access this, that would not have the erosion problems that these temporary trails have, or one would be constructed not to have the erosion problems, would be something you would consider in trade with the County...". This, and other comments made during the meeting, indicate that a trail from your property to the existing gravel trail around the lake in Grobschmidt Park was being contemplated.

I am not disagreeing that you did not want the trail down to the lake, even as far back as your response to our original staff comments. And I am not disagreeing that sometimes the Plan Commission discussion was only about the part of the trail on your property. But I continue to assert that this condition requires a trail from your property to the existing trail in Grobschmidt Park around the lake, that it was mentioned that way on a number of occasions during the Plan Commission meeting, and that I have reminded you on numerous occasions that if you did not like this condition, you would need to obtain Common Council approval of a Special Use Amendment to revise or amend this condition (or Milwaukee County would need to say they do not want this trail).

However, if Alderwoman Wilhelm has a different recollection/opinion on this matter, I would be open to considering that information.

Joel Dietl, AICP  
Planning Manager  
Department of City Development  
City of Franklin  
9229 W. Loomis Road  
Franklin, Wisconsin 53132  
Phone: 414-425-4024  
Email: [jdietl@franklinwi.gov](mailto:jdietl@franklinwi.gov)

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**From:** Sarah Beck [<mailto:sbeck@hermankittle.com>]  
**Sent:** Tuesday, July 10, 2018 3:08 PM  
**To:** Joel Dietl  
**Cc:** Nick Fuchs; Ashley Solt  
**Subject:** RE: e-mail to Joel  
**Importance:** High

Hi Joel,

I hope this message finds you well. I've been working with Ashley to confirm all of the requirements of the Special Use for the development at 3709 W College Ave were being met, and there seems to have been some miscommunication between Herman & Kittle, the City of Franklin, and Milwaukee County as to the trail requirement as part of the Special Use approval.

I just listened to the audio of the plan commission meeting, and the only mention of HKP building on county property was brought up in audio file 2 of 2 at minute 17:28 as a potential trade for a stormwater easement to be worked out with the county, but was not a requirement of public trail. The trail was discussed at minute 19:30 – 28:30. There, it was discussed that the trail would go in on the east side of the building and tie into the unofficial trail, but there was no discussion of Herman & Kittle building a trail onto County property. In fact, Edna the neighbor spoke about the condition of the unofficial trail at the end of the conversation, but there was no mention of us building or improving the County land. When Commissioner Fowler raised whether this trail would be cost prohibitive, I said no, as it was understood this would be built only on our site. Had the understanding been that we were to build and maintain another 200+ feet of trail off of our property, I would have said this was cost prohibitive for the project.

Further it is reflected in the final special use that "the site plan be revised to include a gravel or paved connection from the paved walkways *along the building* to the existing trail system." There is no mention of us extending the trail through Grobschmit Park to the gravel trail around Mudd Lake. We do not believe it was the intent of the Plan Commission to require us to build a path on County property as part of the Special Use approval.

In your e-mail on 6/29/18 you had stated "If you do not want to connect to the existing County trails, you must submit a Special Use Amendment application requesting that condition number 6 of Resolution No. 2017-7330 be revised or removed. Such request would be reviewed by staff and forwarded to the Plan Commission for a recommendation and to the Common Council for a final decision." We are willing to provide the trail on our site that connects to the unofficial trail at the edge of our site as we agreed to at the Plan Commission meeting, however, In speaking with the County, they do not have the budget for building and maintaining a trail from our property to Mudd Lake, and it is not a trail currently in their long-term plan. We have been told that the County would not support a trail on our property that ends at the unofficial trail beginning at the south end of our site. The Special Use reads that "this requirement is conditioned upon Milwaukee County approval." As the County does not approve, we ask that the requirement 6 be struck from the special use as the condition of Milwaukee approval for the connection has been rejected. Please let me know if we need something in writing from the County to that effect.

Would you be available tomorrow morning at 9am or in the afternoon at 1pm or 3:30pm for a call to discuss? I would like to make sure we're all on the same page with what is required. Thanks for all your help, I look forward to speaking to you soon.

Sincerely,  
Sarah

Sarah Beck

Development Director  
Herman & Kittle Properties, Inc.  
618-558-1987

**This message is intended for the sole use of the individual and entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete the message.**



# HERMAN & KITTLE PROPERTIES, INC.

Real Estate Development • General Contracting • Property Management

Date: May 10th, 2019

To: City of Franklin, Planning Department  
9229 W. Loomis Road  
Franklin, WI 53132

From: Herman & Kittle Properties

RE: 3709 W. College Ave Special Use Permit Amendment Application

**Content:**

**Incorporating City's comments on initial application**

1. City Comments – Applicant Response
2. Storm Water Report

On behalf of Herman and Kittle Properties, Inc., the developer of Woodland's Edge at Franklin, we would like to thank you and your staff for your review. Please do not hesitate to contact Mike Roderer with any questions, comments, or concerns.

**Mike Roderer**

Senior VP-Development

MRoderer@hermankittle.com

317-663-6818

**Franklin**

**MAY 13 2019**

City Development

# City of Franklin

## Department of City Development

Date: March 26, 2019

To: Ms. Ashley Solt and Mr. David Thompson, Herman & Kittle Properties Inc.

From: City Development Staff

RE: Woodlands Edge Apartment Development Special Use Amendment  
Staff Comments

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Please be advised that City Staff has reviewed the above application for the property located at approximately 3708 W. College Avenue. Department comments are as follows for the Special Use Amendment Application submitted by Ms. Ashley Solt and Mr. David Thompson and date stamped by the City of Franklin on February 13, 2019.

Applicant responses are noted below in red text.

### City Development Staff Comments

*Special Use Requirements: Division 15-3.0700 and Section 15-9.0103 of the Unified Development Ordinance (UDO).*

1. Pursuant to Section 15-3.0701A.7. [and Sections 15-7.0102B. and 15-9.0103C.] of the UDO, please verify conformance with all of the R-8 zoning district standards as set forth in Table 15-3.0209A of the UDO. In particular:
  - a. Please indicate for each proposed building type/model the maximum building height and the minimum total living area. Updated on sheet **ASP-1 Building Area Calculations and Unit Mix table.**
  - b. Please revise the Development Summary to indicate that you are requesting approval to exceed the maximum Gross and Net Density of 8.0 Dwelling Units per acre. **The Development Summary is updated to reference this request.**
2. Pursuant to Sections 15-3.0701G. and 15-9.0103G. of the UDO, please revise the Development Summary (similar as to what was included in your cover letter) to indicate your request for a two-year approval **The Development Summary is updated to reference this request**

*Site Plan Requirements: Division 15-7.0100 of the Unified Development Ordinance (UDO)*

3. Pursuant to Section 15-7.0102B. of the UDO, please indicate the height of all buildings. Updated on sheet **ASP-1 Building Area Calculations and Unit Mix table and on Building Elevation sheets A-200 thru A-206**
4. Pursuant to Sections 15-7.0102C., L, and 15-7.0103S. of the UDO, please indicate in your Development Summary that you are requesting approval to exceed the Site Intensity Calculation and Capacity calculation for the Maximum Permitted D.U.s of the site of 21.44. **The Development Summary is updated to reference this request**
5. Pursuant to Section 15-7.0103B. of the UDO, please provide the owner's name and address on the Site Plan. **Provided on all sheets, in the Title Block**

6. Pursuant to Section 15-7.0103C. of the UDO, please provide the engineer's name, address, and seal on the Site Plan. **Provided on sheets C100 thru C900**
7. Pursuant to Section 15-7.0103F. of the UDO, please show the proposed topography on the Site Plan. Staff recommends that this information be provided on a second map (along with any proposed retaining walls and the conservation easement) so it and any site impacts may be more legible. **Provided on Grading Plan C300**
8. Pursuant to Section 15-7.0103G. of the UDO, please provide soils data. Staff recommends that this information be shown on the topo map if possible and legible. **Detailed Soils Information provided in the Erosion Control/Storm Water Management Maintenance /Operation Plan, prepared by Point of Beginning (civil engineer) , dated April 25, 2019.**
9. Pursuant to Section 15-7.0103H. of the UDO, please show all driveways within 200' of the site. **Provided on sheets C100 thru C600**
10. Pursuant to Section 15-7.0103I. and J. of the UDO, please provide:
  - a. The size and height of all buildings. **Provided on sheet ASP-1 Building Area Calculations and Unit Mix table and on Building Elevation sheets A-200 thru A-206**
  - b. Details of any proposed monument sign. Please note, if such information is not provided at this time, a separate application, fee, review, and approval will be required. **Provided on sheet AC-200**
11. Pursuant to Section 15-7.0103P. of the UDO, please provide a stormwater management plan with calculations which justify the underground detention/retention area. Please note that a preliminary plan was to have been submitted at the time of initial application filing. If the Plan Commission makes a determination that a preliminary plan is reasonable, it may allow the later submission of a final stormwater plan as a condition of any approvals. **Stormwater management plan provided in the Erosion Control/Storm Water Management Maintenance /Operation Plan, prepared by Point of Beginning (civil engineer) , dated April 25, 2019 as well as sheets C600 thru C900.**
12. Staff has no objection to depiction of the Conservation Easement in lieu of the Natural Resource Protection Plan. Please note that the Plan Commission or Common Council can require the NRPP pursuant to Section 15-7.0103Q. of the UDO.
13. Pursuant to Section 15-7.0103T. of the UDO and as required by condition #6 of the Special Use Resolution No. 2017-7330, please indicate when and how the trail will be constructed. Please provide correspondence from Milwaukee County providing their concurrence with the trail.
14. Pursuant to Section 15-7.0103X. of the UDO, please provide the location of the proposed trail easement on the subject property as required by condition #6 of the Special Use Resolution No. 2017-7330. **Identified on sheets ASP-1 and C200**
15. Pursuant to Section 15-7.0103BB. of the UDO, please provide a financial plan for the project's implementation. A summary of the financial plan is included in the Development Summary.
16. Pursuant to Section 15-7.0103CC. of the UDO, please include the project's fiscal impact, estimated value, etc. within the Development Summary. The project's fiscal impact, estimated value, etc. are included in the Development Summary.

*Landscaping Requirements: Division 15-5.0300 and Section 15-7.0301 of the Unified Development Ordinance (UDO)*

17. Pursuant to Sections 15-5.0302F. and 15-7.0102H. of the UDO, please ensure that a minimum of 10 plants of each species is provided (i.e. White Pine and Dogwood) and that the number of any one species does not exceed 35% (i.e. Lilac and Black Hills Spruce), and include that information on the Landscape Plan. **Identified on sheet L100, Landscape Plan**
18. Pursuant to Section 15-5.0302I. of the UDO, please revise the Landscape Plan to include the preparer's name. **Identified on sheet L100, Landscape Plan**
19. Pursuant to Section 15-7.0301C. of the UDO, please include the owners name, address, and phone number on the Landscape Plan. **Provided on all sheets, in the Title Block.**

*Architectural Requirements: Division 15-7.0800 of the Unified Development Ordinance (UDO)*

20. Pursuant to Sections 15-7.0802A. and E. of the UDO, please provide second-story elements or features to the buildings. **Provided on sheets ASP-1, and A-200 thru A-206.**
21. Pursuant to Sections 15-7.0802C., D., and E. of the UDO, please provide more variety in the materials and colors on the ends of all buildings, and most importantly, to the north end of the building closest to College Avenue. **Provided in color rendered drawings on sheets ASP-1, and A-200 thru A-206.**
22. Pursuant to Section 15-7.0803A. of the UDO, please provide:
  - a. detailed elevations of the proposed Club House. **Provided on sheet AC-200**
  - b. the owner's and architect's name and address on the plan **Provided on all sheets, in the Title Block.**
  - c. the date of the plan **Provided on all sheets, in the Title Block.**
  - d. the scale of the plan **Provided on all sheets.**
  - e. the size and height of all buildings including the Club House. **Updated on sheet ASP-1 Building Area Calculations and Unit Mix table.**
  - f. details of the façade materials. **Provided in color rendered drawings on sheets ASP-1, and A-200 thru A-206.**

*Conditions of Approval from Special Use Resolution No. 2017-7330.*

23. Pursuant to condition #4, please provide an agreement re: in the event the property be exempt from general property taxation at any time, that such property shall be subject to an annual payment in lieu of taxes. **A form of this agreement is included with the Development Summary, but remains subject to City Attorney review, comment, and approval.**
24. Pursuant to condition #9 (and Sections 15-5.0109 and 15-7.0201 of the UDO) please obtain Common Council review and approval, and Milwaukee County recording, of the Conservation Easement. **An approved Conservation Easement is included with the Development Summary.**
25. Pursuant to condition #13, please provide only one or two 20' tall light poles, and all other light poles to not exceed 15' in height. **Noted on sheet E-002 on Exterior Lighting Fixture Schedule remarks.**

**Police Department Staff Comments**

The Franklin Police Department has no issues with this project.

### **Fire Department Staff Comments**

1. Fire Department administration has a general concerns over the impact of existing and planned senior housing on Emergency Medical Services (EMS) incident run volume. These developments tend to be higher than average users of EMS services, and the department has concerns over being able to handle increasing call volume with existing staffing levels. This location is also not well-serviced by existing fire station locations, and response times for both fire and EMS calls for service may be substandard.
2. The current proposal is less concerning than previous submissions. The fire department is generally more supportive of the single-story, row-house style development, as it offers improved access and greater fire-resistive properties over the multi-story, limited entry/egress structures that have been previously proposed for this location.
3. Any development must meet state DSPS requirements regarding fire protective features (fire sprinklers, fire alarm detection and notification, and/or fire resistive construction characteristics).

### **Engineering Department Staff Comments**

No comments on the special use. However, the Department will need a full submittal of engineering plans for review and approval.

### **Alderwoman Wilhelm Comments**

Alderwoman Wilhelm is not in support of the proposed project, and has concerns about the LSR/OSR, building design, height, and other changes, the density, stormwater/drainage impacts, etc. Alderwoman Wilhelm would like a Concept Review and/or a Neighborhood Meeting prior to this project moving forward.

# **Erosion Control/Storm Water Management Maintenance/Operation Plan**

**For:**

## **Woodland's Edge at Franklin**

**PREPARED BY:**



**Point of Beginning**

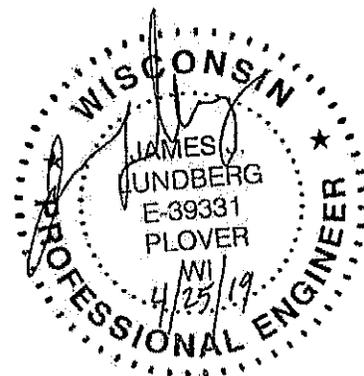
**5709 WINDY DRIVE, SUITE D  
STEVENS POINT, WI 54482  
(715) 344-9999 ■ (715) 344-9922**

**Located in:**

**City of Franklin  
Milwaukee County, Wisconsin**

**Dated:**

**April 25, 2019**



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Franklin, Wisconsin  
April 25, 2019

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- F.** State of Wisconsin Construction Site Inspection Report, Post Construction Long-Term Storm Water Management Checklist, and DNR Notice of Termination, Stormwater Management Maintenance Agreement

**STORM WATER MANAGEMENT PLAN AND EROSION CONTROL PLAN &  
MAINTENANCE/OPERATION PLAN**  
**for**  
**Woodland's Edge at Franklin**  
**Franklin, WI**

**1.0 BACKGROUND & GENERAL INFORMATION**

**1.1 Introduction and Project Location**

Point of Beginning, Inc has been retained by Herman & Kittle Properties, Inc. to perform storm water management calculations and prepare a storm water management plan per NR216.47 and NR151, for the proposed Woodland's Edge at Franklin apartment complex development. The project site is located in Parcel 1 of Certified Survey Map no. 6537, recorded July 27, 1998, on Reel 4358, Image 1930, as Document no. 7571685, being part of the Northeast ¼ of the Northwest ¼ of Section 1, Town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, Wisconsin.

Excepting that part of parcel 1 described as follows: Beginning at the Southeast corner of Parcel 2 of Certified Survey Map No. 6537; then South 88°32'28" West along the Southerly line of said Parcel 2, 132.00 feet to the Southwest corner of said Parcel 2; thence South 00°35'36" West along the westerly line of said Parcel 1, 136.00 feet; thence North 88°32'28" East 132.00 feet; thence North 00°35'36" East 136.00 to the place of beginning, as described in Quit Claim Deed recorded on May 21, 2003, as Document No. 8534206.

**1.2 Project Description**

The proposed project consists of removing an existing single family residence and replacing it with six, single story, multi-family, senior, independent living apartment buildings, with 48 total units. The development will also include (66) stall parking lot, two dumpster enclosures, asphalt walking trail and lawn areas. Storm water management best management practices will also be installed as needed to meet state and local requirements. (see Layout Plan in **Appendix A**).

**1.3 Project Requirements**

The project area includes 4.2 acres that will be disturbed. Since the disturbed area exceeds one acre, a Wisconsin Department of Natural Resources Notice of Intent application/permit (NOI-WPDES per WDNR) is required.

Since the proposed disturbance is more than 2 acres, and the increase in impervious surface is more than one-half acre, the proposed development is required to meet the requirements of Chapter 13 of the Milwaukee Metropolitan Sewerage District Surface and Storm Water Rules Guidance Manual.

The storm water management plan for this project is developed in accordance with the NOI-WPDES requirements and NR216.47/NR151.121 for redeveloped construction sites.

**1.4 General Project Data**

Soils

Soil investigations were performed by Terracon Consultants, Inc., for ground water and structural considerations. Their observations indicate the soils are primarily native lean clay and a mixture of fill material consisting of lean clay, sand and gravel. Based on existing soil mapping data, Natural Resources Conservation Service, the existing subgrade soils are expected to be Blount silt loam, which is classified as hydrologic class "C/D" and Ozaukee silt loam, which is classified as

hydrologic class "C". The geotechnical data containing soil hydrologic classes are attached in **Appendix B**.

#### Groundwater

Groundwater was not encountered during or at the completion of drilling.

#### Wetlands

According to the Wisconsin DNR Wetlands and Wetlands Indicator map, there are no identified wetlands within the project limits; however there are wetland indicator soils adjacent to or within the project limits. See attached map in Appendix B.

#### Precipitation

The following precipitation rates from the NOAA Atlas 14 Point Precipitation Frequency Estimates: WI, have been utilized for storm water calculations:

P <sub>1,24</sub>	=	2.34"
P <sub>10,24</sub>	=	3.73"
P <sub>25,24</sub>	=	4.56"

The following precipitation rates from the City of Franklin Storm Water Management Ordinance have been utilized for storm water calculations:

P <sub>2,24</sub>	=	2.57"
P <sub>100,24</sub>	=	5.88"

## **2.0 EXISTING DRAINAGE CONDITIONS**

### **2.1 Existing Drainage Area**

The existing site consists of four sub-basins (E1- E4). Sub-basin E1 consists of off-site runoff from paved parking areas, buildings, and lawn areas. Runoff from E1 is conveyed through the subject parcel and drains into an existing storm pipe that exits the site to the east. Sub-basin E2 consists of runoff from paved parking areas, buildings, sidewalk/concrete areas and lawn areas. Storm water runoff from E2 drains into an existing storm pipe that exits the site to the east. Sub-basin E3 consists of lawn area. Runoff from E3 discharges directly off-site to the southeast. Sub-basin E4 consists of lawn area. Runoff from E4 discharges directly off-site to the southwest. A map outlining the existing drainage areas can be found in **Appendix C**.

### **2.2 Existing Drainage Calculation Summary**

Existing drainage calculations utilize TR-55 methodology and results for a 1, 2, 10, 25, and 100-year design storm are included. Existing drainage calculations are provided in **Appendix C**.

### **2.3 Existing Off-Site Drainage**

Existing off-site storm water runoff draining onto the project site has been taken into consideration for the existing and proposed drainage evaluation.

## **3.0 PROPOSED DRAINAGE CONDITIONS**

### **3.1 Proposed Drainage Areas**

The proposed site is divided into four sub-basins (D1-D4). Sub-basin D1 consists of off-site runoff from paved parking areas, buildings, and lawn areas. Runoff from D1 is conveyed through a storm pipe through the site and is discharged off-site to the east into an existing 15" storm pipe.

Sub-basin D2 consists of buildings, paved parking areas, sidewalk and lawn areas, which are conveyed to the proposed Storm Tech Subsurface Storm Water Management System on the northeast corner of the site. Sub-basin D3 consists of the lawn area that flows directly off-site to the east. Sub-basin D4 consists of lawn area that flows directly off-site to the south. A proposed drainage area map is provided in **Appendix D**.

### **3.2 Post-Development Runoff Summary**

Proposed drainage calculations utilize TR-55 methodology and results for a 1, 2, 10, 25, and 100-year design storm have been attached. A proposed drainage area map and calculations are provided in **Appendix D**.

### **3.3 Proposed Detention Areas**

The proposed site design includes a Storm Tech Subsurface Storm Water Management System incorporated into the storm water management design (1P). The proposed system primarily accomplishes TSS removal and rate control. Storm water is discharged from the system through a control structure and the primary outlet is a 6" orifice. Runoff leaving from the 6" orifice is conveyed through storm pipe to the east where it connects into an existing 15" storm pipe which flows to the east and is discharged from the site.

## **4.0 POST-DEVELOPMENT PERFORMANCE STANDARDS**

### **4.1 Total Suspended Solids**

According to NR151.122, BMPs shall be designed in accordance with Table 1, or to the maximum extent practicable. For new development projects Table 1 indicates that the total suspended solids load from parking areas and roads shall be reduced by 80 percent, based on an average annual rainfall, as compared to no runoff management controls.

The total suspended solids removal has been modeled in WinSLAMM version 10.2.0. According to the WinSLAMM modeling the expected TSS removal from the entire site is 84.80%; therefore, the proposed design meets the requirements of NR151.122. See **Appendix D** for the WinSLAMM modeling inputs and outputs.

### **4.2 Infiltration**

According to NR151.124(4)(c)(1), areas where the infiltration rate of the soil is less than 0.6 inches/hour measured at the bottom of the infiltration basin using a scientifically credible field test method are exempt from the infiltration requirements.

The soils investigation indicates the existing onsite soils are estimated to have infiltration rates less than 0.6 inches/hour throughout the site, and is therefore exempt from the infiltration requirement.

### **4.3 Peak Discharge**

According to NR151.123(1), BMPs shall be employed to maintain or reduce the peak runoff discharge rates, to the maximum extent practicable, as compared to pre-development conditions. The proposed development includes more than ½ acres of new impervious surface. Consequently, Chapter 13 Milwaukee Metropolitan Sewerage District (MMSD) Surface and Storm Water Rules Guidance Manual, Section 13.11 shall be met. In accordance with the aforementioned section, the proposed development must utilize runoff management techniques that will limit the maximum runoff release rate. For the 50%/2-year, 24-hour design storm, a maximum release rate of 0.15 cubic feet per second per acre is to be used and for the 1%/100-year, 24-hour design storm, a

maximum of 0.5 cubic feet per second per acre is to be used. See maximum release rate calculations below.

4.08 acres disturbed x 0.15 cfs = **0.61 cfs** maximum release rate for the 2-year, 24-hour design storm

4.08 acres disturbed x 0.50 cfs = **2.04 cfs** maximum release rate for the 100-year, 24-hour design storm

The volumes of runoff comparisons for the 2-yr and 100-yr 24-hour rainfall events are included in the chart below.

Pre-Development		
Area	2-Yr 24 Hr	100-Yr 24 Hr
E1 (Off-site)	4.07 cfs	15.84 cfs

Post-Development		
Area	2-Yr 24 Hr	100-Yr 24 Hr
D1 (Off-site)	4.07 cfs	15.84 cfs
2L (Disturbed Area)	0.56	1.52

Runoff from D4 is not included in the post-development runoff totals because this area is being left undisturbed. In the existing condition and post development, runoff amounts will not differ for this area.

#### 4.4 Protective Area

According to NR151.125(4)(e) “areas of post-construction sites from which the runoff does not enter the surface water, including wetlands, without first being treated by a BMP” are exempt from the protective areas performance standard of NR151. The proposed storm water basin will provide treatment of storm water runoff from the paved parking areas before it discharges the site.

#### 4.5 Summary

The modeling of this site shows that the requirements set by the Department of Natural Resources for total suspended solids, peak discharge, and infiltration can all be met with the proposed design.

The Storm Water Management Plan shows basic compliance with accepted engineering practice in hydrology planning and design. The resulting development will function as a positive addition to the community while sustaining environmental benefits in storm water management and quality.

### 5.0 CONSTRUCTION SITE PERFORMANCE STANDARDS

#### 5.1 Erosion Control

The purpose of this control plan is to provide guidelines that comply with the state and local requirements, as well as to make recommendations regarding erosion control and storm water management. The construction of this development is a critical phase in terms of storm water management and runoff control. Construction site erosion control will help minimize the impact of development, enhance and protect local environment, and protect the surrounding project area by applying best management practices for erosion control at construction sites. This work shall be planned and executed in accordance with the Wisconsin Department of Natural Resources Storm

Water Management Technical Standards and/or accepted local engineering practice. The owner/developer will be responsible for erosion control during the process of construction. Vegetation, silt fence, erosion mat, and inlet protection will be utilized to keep sediment from leaving the construction site. See Appendix E.

## 5.2 Construction Site Erosion Control Measures

The following erosion control devices may be used on the project site at any time during the construction phases to ensure the compliance with NR 216 and local erosion control requirements, as applicable.

### a) Silt Fence (WDNR 1056)

Continuous silt fencing will be required along all areas downstream of disturbed area. The silt fencing will provide a siltation barrier between the disturbed area and any inlets and ultimately downstream water bodies. All silt fence shall be removed upon completion of the project or when disturbed areas have generated sufficient vegetation to prevent erosion and the threat of sediment reaching inlets and bodies of water.

### b) Site Vegetation

Providing vegetation that resists erosion, maintains slow storm water velocities, and retains sediment from runoff is critical. Temporary seeding may be required for disturbed areas that are subject to long periods of construction inactivity. Temporary vegetation is used when areas are disturbed and may remain unfinished long enough to allow vegetation to grow and assist with erosion control. Permanent vegetation is encouraged as soon as possible in the construction process.

### c) Non-channel Erosion Mat (WDNR 1052)

The purpose of this practice is to protect the soil surface from the erosive effect of rainfall and prevent sheet erosion during the establishment of grass or other vegetation, and to reduce soil moisture loss due to evaporation. This practice applies to both Erosion Control Re-vegetative Mats (ECRM) and Turf-Reinforcement Mats (TRM).

1. CLASS I: A short-term duration (minimum of 6 months), light duty, organic mat with photodegradable plastic or biodegradable netting.
  - a. Type A – Use on erodible slopes 2.5:1 or flatter.
  - b. Type B -- Double netted product for use on erodible slopes 2:1 or flatter.

### d) Channel Erosion Mat (WDNR 1053)

The purpose of this practice is to protect the channel from erosion or act as turf reinforcement during and after the establishment of grass or vegetation in a channel. This practice applies to both Erosion Control Re-vegetative Mats (ECRM) and Turf-Reinforcement Mats (TRM).

1. CLASS II: A long-term duration (three years or greater), organic ECRM.
  - a. Type A – Jute fiber only for use in channels to reinforce sod.
  - b. Type B – For use in channels where the calculated (design) shear stress is 2.0lbs/ft<sup>2</sup> or less. Made with plastic or biodegradable mat.

### e) Inlet Protection (WDNR 1060)

Inlet protection is a temporary barrier applied around storm drains. It is designed to prevent sediment from entering the storm sewer system. All fabrics used for inlet protection devices must be selected from the list of approved fabrics certified for inlet protection, Geotextile Fabric, Type FF in the current addition of the Wisconsin Department of Transportation Product Acceptability List (PAL).

f) Stone Tracking Pad (WDNR 1057)

Stone tracking pads will be constructed at all entrances to the construction site to minimize sediment tracking onto existing streets. A minimum of one construction entrance is required for the project site. Tracking pads are temporary and will be removed or much of the aggregate will be removed before the site is completed.

g) Waste and Material Disposal

All waste and unused building materials (including garbage, debris, cleaning wastes, or other construction materials) shall be properly disposed of and not allowed to be carried by runoff into a receiving channel or inlet.

### 5.3 Operation and Maintenance, Short-term

The owner of this project in the City of Franklin, Milwaukee County, Wisconsin, is directly responsible for implementation and maintenance of the construction site erosion control measures.

The Contractor shall conduct the following inspections:

- Weekly inspections of implemented erosion and sediment controls.
- Inspections of erosion and sediment controls within 24 hours after precipitation event 0.5 inches or greater which results in runoff during active construction periods.

The Contractor shall maintain weekly written reports of all inspections that include:

- The date, time, and exact place of the inspection.
- The name of the individual who performed the inspection.
- An assessment of the condition of erosion and sediment controls.
- A description of any erosion and sediment control implementation and maintenance performed.
- A description of the present phase of construction at the site.

Repairs shall be made immediately, as required, to maintain effectiveness, until permanent vegetation is established.

A copy of the State of Wisconsin Construction Site Inspection Report is provided in **Appendix F**.

### 5.4 Operation and Maintenance, Long-term

The OWNER of this project in the City of Franklin, Milwaukee County, Wisconsin, is directly responsible for the operation, inspection, and maintenance of all stormwater facilities located within the Woodland's Edge at Franklin site, as described below.

- Wet Detention Pond:
  - Inspection: Measure and document the depth of water in basin. Look for damage to inlet pipe. Verify pond is infiltrating properly and that the surface soils are not clogged. Inspect banks of ponds for erosion or damage.
  - Maintenance: Accumulated sediment shall be dredged once there is less than 3' of permanent pool remaining. Remove any accumulated sediment and/or debris within inlet

pipe. Repair damaged pipes, if the damage is un-repairable then the pipe shall be replaced. Repair pond banks if erosion or damage is identified.

- **Vegetated Swales:**  
Inspection: Look for accumulation of sediment and/or debris within swale. Look for erosion or damage. Review plant health.  
Maintenance: Remove accumulated sediment deposits and/or debris and repair any eroded or damaged grass areas.
- **Catch Basins, Storm Sewer, and Outfalls:**  
Inspection: Accumulation of sediment and/or debris within catch basin, storm sewer pipe, and/or outfall. Look for damage to pipe, catch basin structure, and outfall.  
Maintenance: Remove accumulated sediment and/or debris within the pipe, sump below catch basin, and/or within or near outfall. Repair damaged to pipe, catch basin, and/or outfall. If the damage is un-repairable then the pipe, catch basin, and/or outfall shall be replaced.

The aforementioned inspection and maintenance schedule shall be performed after any rainfall event exceeding one inch of rainfall, and at a minimum semi-annually in early spring and fall.

All inspections and maintenance shall be documented and the OWNER shall keep all inspection and maintenance reporting/records onsite and available upon request of governing agencies and/or the Wisconsin Department of Natural Resources.

## **6.0 SUMMARY**

### **6.1 General**

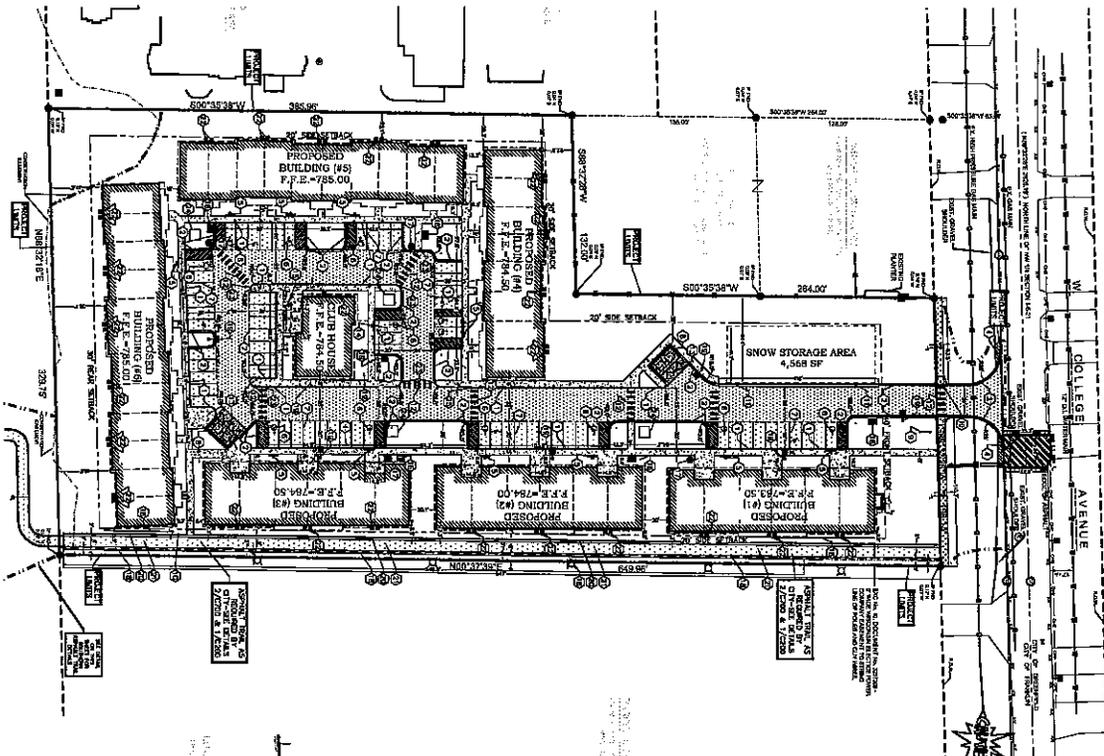
The proposed development as outlined above meets all Wisconsin Department of Natural Resources storm water regulations pertaining to redevelopment.

For the temporary construction site scenario, sediment transport from this site to adjacent properties will be reduced by the erosion control devices and conservation practice standards.

This plan meets state storm water requirements and provides an environmentally sound and practical solution for the future storm water runoff generated from the development of this site.

**APPENDIX A**

**Proposed Site Plan**



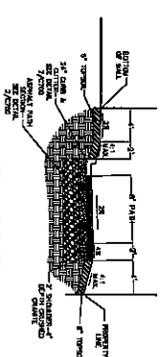
**GENERAL NOTES:**

1. CONTACT LOCAL AGENCIES TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS.
2. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.
3. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.
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11. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.
12. ALL EXISTING UTILITIES SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.

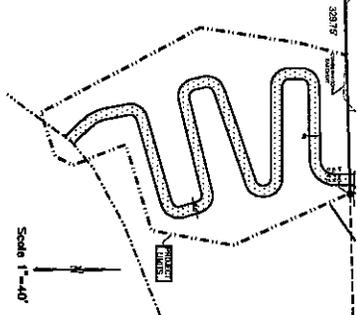
**KEYNOTES:**

- 1. THICKENED DOCK WALL
- 2. 4" CONCRETE CURB & GUTTER
- 3. DOCK OF THICKENED DOCK WALL
- 4. 4" CURB TYPED SECTION
- 5. RECEIVED PAVING SEAL
- 6. PAVING LOT STRIPING
- 7. OUTSIDE CURBING
- 8. 4" CONCRETE CURB & GUTTER
- 9. 4" CONCRETE CURB & GUTTER
- 10. 4" CONCRETE CURB & GUTTER
- 11. 4" CONCRETE CURB & GUTTER
- 12. 4" CONCRETE CURB & GUTTER
- 13. 4" CONCRETE CURB & GUTTER
- 14. 4" CONCRETE CURB & GUTTER
- 15. 4" CONCRETE CURB & GUTTER
- 16. 4" CONCRETE CURB & GUTTER
- 17. 4" CONCRETE CURB & GUTTER
- 18. 4" CONCRETE CURB & GUTTER
- 19. 4" CONCRETE CURB & GUTTER
- 20. 4" CONCRETE CURB & GUTTER

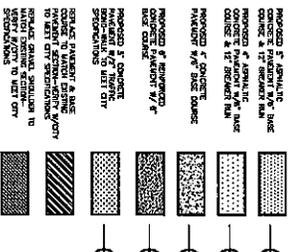
**ASPHALT PATH CROSS SECTION (TYP.)**



**SOUTHERN ASPHALT TRAIL**



**PAVEMENT HATCH PATTERNS:**



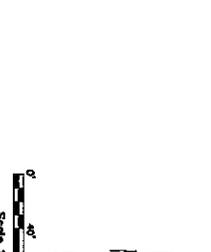
**PARKING CALCULATION:**

1. 10 SPACES  
 2. 10 SPACES  
 3. 10 SPACES  
 4. 10 SPACES  
 5. 10 SPACES  
 6. 10 SPACES  
 7. 10 SPACES  
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 18. 10 SPACES  
 19. 10 SPACES  
 20. 10 SPACES

**OWNER INFORMATION:**

WOODLANDS EDGE AT FRANKLIN, LLC  
 5769 W. COLLEGE AVENUE  
 FRANKLIN, WI 53121

**A.D.A. CURB RAMP 'B'**



**ARCHITECT OF RECORD:**

HERMAN & KITTLE  
 PROPERTIES, INC.  
 500 EAST WISCONSIN AVENUE  
 MILWAUKEE, WI 53212

**CIVIL ENGINEERING:**

PAUL J. BISHOP  
 CIVIL ENGINEER  
 1000 W. WISCONSIN AVENUE  
 MILWAUKEE, WI 53212

**CONTRACTOR:**

WOODLANDS EDGE AT FRANKLIN, LLC  
 5769 W. COLLEGE AVENUE  
 FRANKLIN, WI 53121

**WOODLANDS EDGE AT FRANKLIN**  
 5769 W. COLLEGE AVENUE  
 FRANKLIN, WI 53121

**C200**

**SHEET TITLE:**  
 SITE LAYOUT PLAN

**PROJECT NO.:**  
 P-415

**DATE:**  
 10/15/10

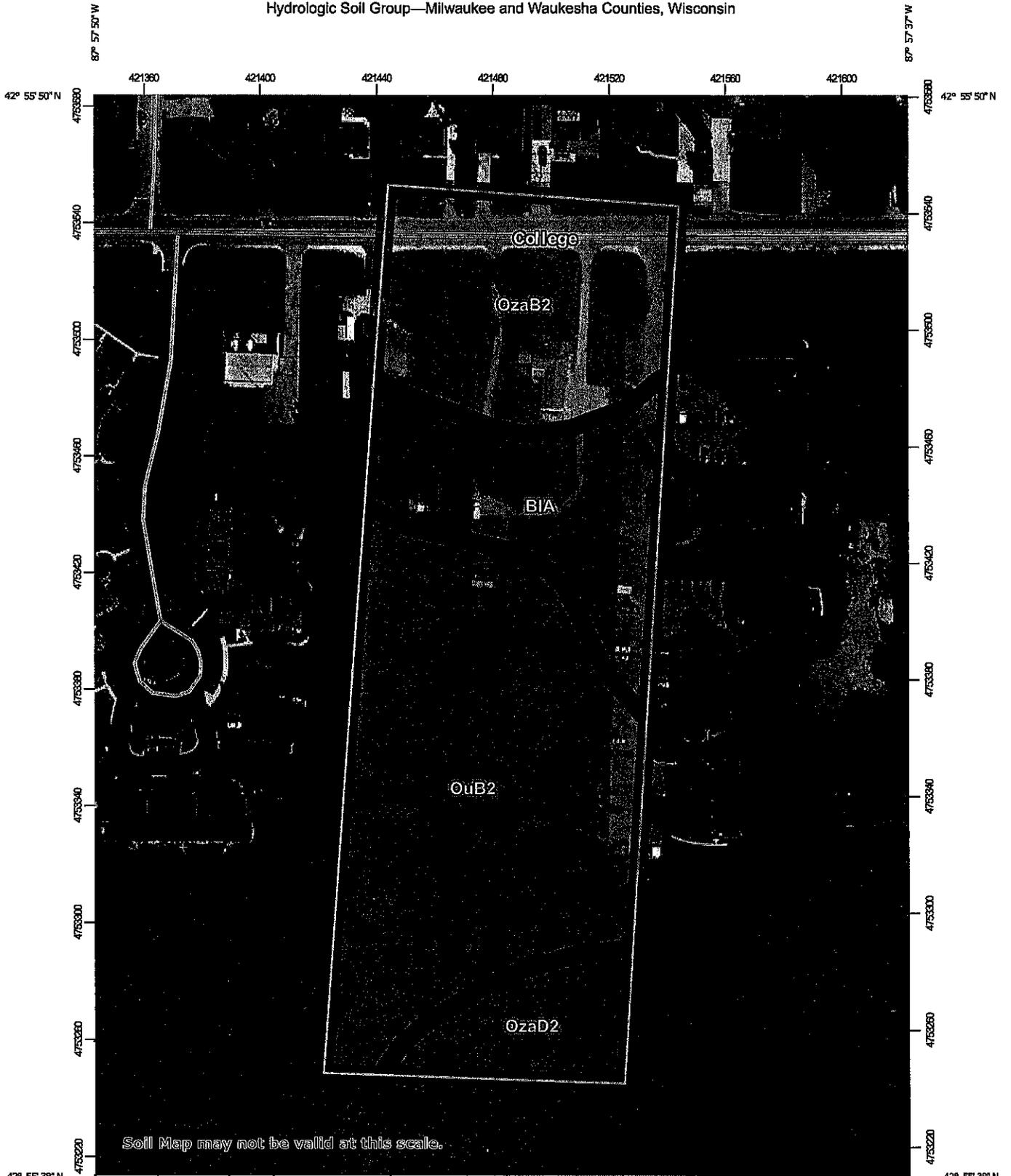
**SCALE:**  
 1"=40'

**PROJECT NUMBER:**  
 C200

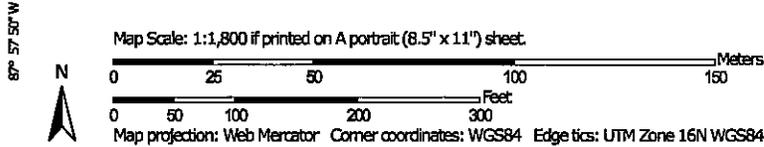
## **APPENDIX B**

### **Geotechnical Data**

Hydrologic Soil Group—Milwaukee and Waukesha Counties, Wisconsin



Soil Map may not be valid at this scale.



## MAP LEGEND

	Area of Interest (AOI)		C
	Area of Interest (AOI)		C/D
	Soils		D
	Soil Rating Polygons		Not rated or not available
	A		Streams and Canals
	A/D		Water Features
	B		Transportation
	B/D		Rails
	C		Interstate Highways
	C/D		US Routes
	D		Major Roads
	Not rated or not available		Local Roads
	Soil Rating Lines		Background
	A		Aerial Photography
	A/D		
	B		
	B/D		
	C		
	C/D		
	D		
	Not rated or not available		
	Soil Rating Points		
	A		
	A/D		
	B		
	B/D		
	C		
	C/D		
	D		
	Not rated or not available		

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
 Web Soil Survey URL:  
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Milwaukee and Waukesha Counties, Wisconsin

Survey Area Data: Version 13, Oct 6, 2017

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Sep 7, 2014—Sep 22, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres In AOI	Percent of AOI
B/A	Blount silt loam, 1 to 3 percent slopes	C/D	1.4	18.8%
OuB2	Ozaukee silt loam, high carbonate substratum, 2 to 6 percent slopes, eroded	C	3.7	48.3%
OzaB2	Ozaukee silt loam, 2 to 6 percent slopes, eroded	C	1.9	24.2%
OzaD2	Ozaukee silt loam, 12 to 20 percent slopes, eroded	C	0.7	8.7%
<b>Totals for Area of Interest</b>			<b>7.7</b>	<b>100.0%</b>

## Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

**Group A.** Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

**Group B.** Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

**Group C.** Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

**Group D.** Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

## Rating Options

*Aggregation Method:* Dominant Condition

*Component Percent Cutoff:* None Specified

*Tie-break Rule:* Higher



# HERMAN & KITTLE PROPERTIES, INC.

Real Estate Development • General Contracting • Property Management

Date: April 26, 2019

To: City of Franklin, Planning Department  
9229 W. Loomis Road  
Franklin, WI 53132

From: Herman & Kittle Properties

RE: 3709 W. College Ave Special Use Permit Amendment Application

## **Content:**

### **Incorporating City's comments on initial application**

1. Development Package
2. Storm Water Report
3. (7) 24"x36" Special Use Permit Set – Revision

On behalf of Herman and Kittle Properties, Inc., the developer of Woodland's Edge at Franklin, we would like to thank you and your staff for your review. Please do not hesitate to contact Mike Roderer with any questions, comments, or concerns.

### **Mike Roderer**

Senior VP-Development

MRoderer@hermankittle.com

317-663-6818

**Woodland's Edge at Franklin**  
**3709 W College Ave, Franklin, WI**

**Development Summary**

Woodland's Edge at Franklin, located at 3709 W College Ave, Franklin, Wisconsin, will be a 48 unit independent living facility designed, marketed, and restricted to those aged 55-years and older. The development is proposed as 6 single-story, cottage style residential buildings and a separate clubhouse. The unit mix includes 30 one-, and 18 two-bedroom units. The building will be wood frame construction, and the exterior will be brick and fiber cement siding with two colors of brick accents providing different textures, colors, and materials to add visual interest. The variation in wall planes, exterior porches, offsets and gabled pitched roofs enhance the articulation of the building façades to reduce the visual scale of the buildings. Herman & Kittle Properties, Inc. (HKP) estimates that the total development cost will be approximately \$8,500,000 and site work will be approximately \$750,000.

HKP is requesting approval to exceed the maximum Gross and Net Density of 8.0 dwelling units per acre. Currently, the site plan shows 11.65 dwelling units per acre. HKP also requests approval to exceed the Site Intensity Calculation and Capacity calculation for the maximum permitted dwelling units of the site of 21.44.

Woodland's Edge at Franklin will offer superior on-site amenities including an exercise room, community room with kitchenette, library with computers and media space, wellness room, and a management and leasing office. The apartments will have modern kitchens with Energy Star dishwashers, refrigerators, and stove/ranges. They will come with large living spaces and bedrooms with walk in closets, in-unit washers and dryers, and in-building storage lockers provided free of charge. The project will be constructed to the standards of the Wisconsin Green Built Home program, providing superior energy efficiency features for residents. Adequate surface parking will be available for residents. A trail connecting Woodland's Edge at Franklin with the adjacent Grobschmidt Park to the south will also be completed during the construction period. This trail will be made of asphalt and will connect to Mud Lake within the park. This trail is currently going through the review and approval process at Milwaukee County.

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

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

HKP, in partnership with LSS, will be the developer, general contractor, property manager, and long-term owner of Woodland's Edge at Franklin. It is integral to our success to serve as a good neighbor to the community and as a partner to the City of Franklin. HKP estimates the development will have an annual

property tax liability of \$50,000 in addition to entitlement remuneration to the City totaling approximately \$260,000 for building permits and other approvals and will provide quality, affordable housing to the City's residents.

#### **Financial Plan for Development Implementation**

Woodland's Edge at Franklin will be financed through the Rental Housing Tax Credit (Tax Credit) program, administered by the Wisconsin Housing and Economic Development Authority (WHEDA). The Tax Credits were awarded through an annual competitive process. In addition, HKP estimates financing will include a construction loan, permanent loan, deferred developer profit, and a grant from the Federal Home Loan Bank of Cincinnati Affordable Housing Program. The total development cost for Woodland's Edge at Franklin is approximately \$8.5mm.

#### **Special Conditions**

HKP requests the Special Use approval be valid for two years from the date of approval.

Conditions of Approval from Special Use Resolution No. 2017-7330:

- Condition #4 – a draft of the PILOT agreement is included with this Development Summary and is still subject to final review and approval by the City Attorney
- Condition #9 -- a final version of the Conservation Easement is included with this Development Summary

*Draft 7/29/18*

**PAYMENT IN LIEU OF TAXES AGREEMENT BETWEEN WOODLAND'S EDGE AT FRANKLIN, LP (FORMERLY, "THE LAKEVIEW AT FRANKLIN, LP") AND THE CITY OF FRANKLIN FOR THE PROPERTY LOCATED AT 3709 WEST COLLEGE AVENUE, FRANKLIN, WISCONSIN 53132 (TAX KEY NO. 713-9996-003)**

This Agreement for payments in lieu of taxes ("PILOT Payments") is made and entered into by and between the City of Franklin, a municipal corporation organized and existing under and by virtue of the laws of the State of Wisconsin, with principal offices at 9229 West Loomis Road, Franklin, Wisconsin 53132 ("CITY") and Woodland's Edge at Franklin, LP (formerly, "The Lakeview at Franklin, LP"), a domestic limited partnership, with principal offices located at 647 West Virginia Street, Suite 200, Milwaukee, Wisconsin 53204 ("OWNER").

**RECITALS**

WHEREAS, OWNER is the owner of the real property legally described on Exhibit A attached hereto (the "PROPERTY"); and

WHEREAS, Herman & Kittle Properties, Inc. was the applicant for an amendment to City of Franklin Resolution No. 2017-7246, conditionally approving a Special Use for a two-story, 48 unit multi-family senior independent living apartment complex development use, and the CITY Common Council adopted Resolution No. 2017-7330, A Resolution to Amend Resolution No. 2017-7246 Imposing Conditions and Restrictions for the Approval of a Special Use for a Two-Story, 48 Unit Multi-Family Senior Independent Living Apartment Complex Development Use Located at 3709 West College Avenue to Allow for Construction of The Lakeview At Franklin Two-Story, 48 Unit Senior Independent Living Apartment Complex (Herman & Kittle Properties, Inc., Applicant), on November 21, 2017, Condition 4.

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

WHEREAS, this Agreement is that agreement required by Condition 4. of Resolution No. 2017-7330; the two-story, 48 unit Wisconsin Housing and Economic Development Authority and U.S. Department of Housing and Urban Development subsidized multi-family, senior independent living apartment building, which development was authorized pursuant to Resolution No. 2017-7330 (the “PROJECT”), together with the abutting real property, are legally the PROPERTY described in Exhibit A attached hereto; and

WHEREAS, OWNER recognizes that, notwithstanding the fact that the PROPERTY or portions thereof may in the future qualify for tax exempt status, valuable government services and benefits will be provided to it and the PROPERTY, which services and benefits directly or indirectly relate to the public health, safety, and welfare, and which include, but

are not limited to: fire and police protection; paved streets and streetlights; snow removal; benefits associated with living in an organized community; and

WHEREAS, OWNER agrees for itself and its successors and assigns, in the event that the PROPERTY or a portion thereof is or becomes exempt from payment of property taxes, to make PILOT Payments to CITY in recognition of the services and benefits referred to herein; and

WHEREAS, it is the intent of this Agreement to have OWNER and all future owners of the PROPERTY, any parcel or building which is within the PROPERTY or any portion thereof, make payments in lieu of taxes, in the event that the PROPERTY or any portion thereof is or becomes exempt from payment of property taxes, in order to assure the financial viability of the CITY in the provision of its aforesaid services and benefits; and

WHEREAS, under Wisconsin Statutes, including, but not limited to §§ 70.11(4a), (4b) or (4d), the PROPERTY may be or become exempt from the imposition of general property taxes, but will enjoy the same level of municipal services as provided for non-exempt multi-family residential properties in the CITY; and

WHEREAS, OWNER and the CITY have each determined that it is in their best interests to enter into this Agreement in connection with the application for and approval of Resolution No. 2017-7330 to allow for the development of the aforesaid senior independent living apartment building PROJECT; and

WHEREAS, as long as OWNER operates a tax-exempt senior independent living apartment building and related activities at the PROPERTY, OWNER is willing to make PILOT Payments for the PROJECT and the PROPERTY in recognition of the municipal

services the PROJECT and the PROPERTY will receive and benefit from on the terms set forth below.

NOW, THEREFORE, in consideration of mutual benefits, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

**1. INCORPORATION OF RECITALS.**

The parties hereby acknowledge that the above whereas clauses are part of this Agreement.

**2. CITY SERVICES.**

**A. Services Typically Covered by Property Tax.**

The CITY agrees to continue to furnish governmental services and benefits to the PROJECT and the PROPERTY of the same type, and to the extent, as are furnished from time to time, without cost or charge (except by means of property tax and authorized fees and charges), to other similarly situated commercial multi-family housing buildings and projects in the CITY. Nothing in this Agreement shall be construed to give OWNER or its successors and assigns a contractual right to specific governmental services, or to impose upon the CITY any additional duties, it being the parties' intent that the CITY provide public services to the PROJECT and the PROPERTY subject to the same terms and conditions as apply to properties owned by citizens or the public generally. Such services and benefits include, but are not limited by specific enumeration herein, those typically covered by the property tax such as fire and police protection, and on public streets, snow removal, and street lighting. The CITY shall not have breached its obligations hereunder if it is prevented from providing benefits and/or services to the PROJECT or the PROPERTY because of typical *force majeure* reasons (e.g. war, flood, fire, labor dispute, supply shortage, act of God, natural

disaster, etc.), because of budgetary constraints, or because any person or entity shall assert a right which prevents delivery of such benefits and/or services.

**B. Special Assessments, Special Charges and Fees.**

Notwithstanding paragraph 2.A., or any future property tax exempt status of the PROPERTY, OWNER understands that the PROJECT and the PROPERTY will be subject to applicable special assessments, special charges, and special taxes as defined in Wis. Stat. § 74.01 (and as also referred to in Wis. Stat. Ch. 66) and fees charged by the CITY in the same manner that such special assessments, special charges, special taxes, and fees are charged for similar services and/or undertakings to commercial multi-family housing buildings and PROPERTY within the CITY. This provision shall not affect the CITY's powers, consistent with the law, to determine the services and benefits (other than those typically covered by the property tax) that shall be provided to the PROJECT and the PROPERTY and/or similarly situated property pursuant to this paragraph 2.B. Nothing contained herein shall preclude OWNER or its successors and assigns from appealing, as provided by law, the imposition of such special assessments, special charges, special taxes, or fees by the CITY.

**3. PILOT PAYMENTS.**

**A. Calculations.**

The parties have determined that the Property will be receiving benefits from the City equal to the amount that would be levied as the annual City general property tax upon the real and personal property were it not exempt from taxation. In recognition of those services and benefits covered by paragraph 2.A. of this Agreement, beginning in the year the PROPERTY or any portion thereof becomes exempt from property tax, and so long as the

PROPERTY or any portion thereof continues to be exempt, in whole or in part, under Wis. Stat. § 70.11, or other statutory provision, OWNER or its successors and assigns shall pay the CITY an annual PILOT Payment for the PROPERTY or the portion thereof which is exempt for each calendar year; *provided, however*, that the foregoing shall not apply with respect to any portion of the PROPERTY that becomes exempt by virtue of a conveyance to the CITY. The method to be used in determining the PILOT, shall be the Value<sup>1</sup> for that tax year determined by CITY's Assessor times the Total Property Tax Rate<sup>2</sup> for the tax year.

**B. Payment Due Date.**

PILOT Payments for the year in which the PROPERTY or a portion thereof becomes exempt and subsequent years shall be due and payable: (i) in full on or before January 31 of the year following the calendar year for which the PILOT Payment was calculated; or (ii) if OWNER or its successor(s) or assign(s) elects to pay in installments, according to the following schedule: one-tenth of the PILOT Payment by the last day of each month for the first 10 months in the year following the calendar year for which the particular PILOT Payment was calculated. OWNER or its successor(s) or assign(s) shall be deemed to have elected to pay the PILOT Payment in installments by making the first full installment payment on or before January 31 in the respective year in which the PILOT Payment is due.

**C. Use.**

The CITY may use and expend PILOT Payments hereunder in such manner

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<sup>1</sup> "Value" herein means CITY Assessor's determination of the fair market value of the tax-exempt portion(s) of the PROPERTY on January 1 of each tax year.

<sup>2</sup> "Total Property Tax Rate" means the net rate for all taxes calculated to include all taxing bodies reflected on City of Franklin tax bills from time to time.

and for such purposes the CITY desires.

**D. Mandatory Payment for Services to Offset PILOT Payment.**

Notwithstanding anything herein to the contrary, if the State of Wisconsin enacts a mandatory payment for municipal services to be paid by owners of property exempt from general property tax or similarly situated owners of exempt property, PILOT Payments shall be reduced dollar for dollar by any such mandatory payment paid by OWNER or its successors or assigns to the CITY.

**4. EXEMPT STATUS.**

Nothing in this Agreement shall be construed as granting tax-exempt status on the OWNER or the PROPERTY. If OWNER qualifies for tax-exempt status under Wisconsin law, it is the OWNER's obligation to apply for tax-exempt status. At such time that OWNER is granted tax exempt status pursuant to Wis. Stat. § 70.11, or other statutory provision, OWNER shall then make PILOT Payments pursuant to this Agreement. No PILOT Payment under this Agreement is due from OWNER until such time that the PROPERTY is deemed to be exempt from payment of property taxes pursuant to Wis. Stat. § 70.11, or other statutory provision.

The CITY Assessor's Office may review the PROPERTY's exempt status under Wis. Stat. § 70.11, or other applicable statutory provision from time to time with the respective January 1 dates being the reference dates for those exemption reviews. If the CITY, as a result of those reviews or otherwise, determines that all or any portion of the PROPERTY no longer qualifies (or does not qualify) for exemption from property tax: (i) the CITY will provide notice of such determination to OWNER or its successor(s) or assign(s); (ii) this Agreement shall be suspended with respect to any years and, if applicable,

with respect to any portions of the PROPERTY for which exemption no longer applies; (iii) if PILOT Payments have been erroneously made for such tax years, CITY shall promptly refund such PILOT Payments, or, at the option of the CITY, offset such PILOT Payments against any property taxes due, or to become due, from OWNER or its successor(s) or assign(s), in which case the CITY will treat such offset as having been made under protest; and (iv) the PROPERTY, or any portion thereof which does not qualify for exemption, shall be placed on the property tax rolls for all years for which whole or partial exemption has been determined not to apply. If OWNER or its successor(s) or assign(s) disagree with the CITY's determination that the PROPERTY or any part thereof no longer qualifies for tax exemption, OWNER or its successor(s) or assign(s) may challenge such determination by following the procedure set forth in Wis. Stat. § 74.35 or as otherwise provided by law.

Notwithstanding anything to the contrary contained herein, OWNER acknowledges that it is or may be bound by the reporting requirement, in the Wis. Stat. § 70.11 preamble, and that under Wis. Stat. § 70.109: exemptions are strictly construed; it is presumed that property is taxable; and the burden is on the person claiming exemption.

OWNER, on its behalf and that of its successors and assigns, also acknowledges that if it leases, or otherwise allows another person to use and/or occupy, all or a portion of the PROPERTY, such use may affect the PROPERTY's exempt status. See, e.g. the preamble of Wis. Stat. § 70.11, Wis. Stat. § 70.1105, and *Deutsches Land, Inc. v. City of Glendale*, 225 Wis. 2d 70, 591 N.W.2d 583 (1999). For example, if OWNER is exempt but only uses and occupies 90% of the PROPERTY for exempt purposes and leases the other 10% of the PROPERTY to a for-profit, nonexempt entity, and if the assessor applies a square

footage, taxed in part analysis, the PROPERTY is to be taxed on a 10% basis and exempt on a 90% basis and the PILOT Payment would have to be paid on the 90% portion.

**5. SUCCESSORS AND ASSIGNS.**

All of the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**6. TERM.**

This Agreement shall remain in effect in perpetuity absent the occurrence of any of the following potential termination condition(s) event(s). This Agreement shall terminate effective on the December 31 of the year immediately prior to the year during which the CITY Assessor concludes that as of or prior to the determination date any of the following events has occurred:

a. The CITY determines that the PROPERTY no longer supports/provides for the PROJECT/multi-family building use and with such change of use no longer potentially qualifies for property tax exemption;

b. Enactment by the State of Wisconsin of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property; and/or

c. Repeal by the State of Wisconsin of the property tax exemption for the PROPERTY and other similarly situated property.

**7. AMENDMENT.**

The CITY and OWNER expressly reserve the right to modify and amend this Agreement from time to time as they shall mutually agree in writing executed by the parties.

**8. SEVERABILITY; GOVERNING LAW.**

If any provision hereof is duly held by a court of competent jurisdiction to be invalid with respect to any circumstance or otherwise, the remainder of this Agreement and/or the application of the Agreement to any other circumstance, shall not be affected thereby. The parties intend that the laws of the State of Wisconsin and ordinances and regulations of the City of Franklin shall be the governing law with respect to this Agreement.

**9. AUTHORITY.**

OWNER represents and warrants to the CITY that its officers executing this Agreement have been duly authorized to execute and to cause OWNER to enter this Agreement. The CITY represents and warrants to OWNER that the undersigned CITY officials are duly authorized to execute and to enter into this Agreement.

**10. RECORDING.**

The CITY shall cause this Agreement or a memorandum of this Agreement to be recorded with the Milwaukee County Register of Deeds and deliver a copy of the recorded Agreement to OWNER.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WOODLAND'S EDGE AT FRANKLIN, LP

By: \_\_\_\_\_  
Name and Title:

By: \_\_\_\_\_  
Name and Title:

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

Personally came before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, the above named \_\_\_\_\_ and \_\_\_\_\_, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed said instrument for the purposes and considerations therein expressed as authorized by and with the authority of Woodland's Edge at Franklin, LP.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, \_\_\_\_  
My commission expires: \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF FRANKLIN

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

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

STATE OF WISCONSIN )  
 ) SS.  
MILWAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be the persons who executed the foregoing instrument and to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument, as such officers, by their authority, pursuant to a motion adopted by their City of Franklin Common Council on the 21st day of November, 2017.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI  
My commission expires: \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

This Agreement was drafted by  
Jesse A. Wesolowski  
City Attorney  
City of Franklin

**MORTGAGE HOLDER CONSENT**

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

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

\_\_\_\_\_  
a Wisconsin Banking Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WISCONSIN        )  
  )ss  
COUNTY OF MILWAUKEE    )

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

Name: \_\_\_\_\_

Notary Public, State of Wisconsin

My commission expires \_\_\_\_\_

## **EXHIBIT A**

### **Legal Description**

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

**CONSERVATION EASEMENT**  
**Woodland's Edge at Franklin**

Document No.

Document Title

Recording Data

Return Address

David D. Thompson  
Herman & Kittle Properties, Inc.  
500 East 96<sup>th</sup> Street, Suite 300  
Indianapolis, IN 46240

Parcel Nos. 713-9996-003

## CONSERVATION EASEMENT

(Woodland's Edge at Franklin)

This Conservation easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin (“Grantee”) and WOODLAND’S EDGE AT FRANKLIN, LP, a Wisconsin limited partnership (“Grantor”) and shall become effective upon the recording of this Grant of Conservation Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

### WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, being part of the Northeast Quarter of the Northwest Quarter of Section 1, Township 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin, more particularly described and depicted in Exhibit A attached hereto and hereby made a part hereof (“Protected Property”); and

WHEREAS, the Grantor desires and intends that the natural elements and the ecological and aesthetic values of the Protected Property including, without limitation, mature and young woodland, be preserved and maintained by the continuation of land use that will not interfere with or substantially disrupt the natural elements or the workings of natural systems; and

WHEREAS, Grantee is a “holder”, as contemplated by §700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the conservation easement on, over, and across the Protected Property, desire to conserve the natural values thereof and prevent the use or development of the Protected Property for any purpose or in any manner inconsistent with the terms of this conservation easement; and

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

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

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

1. To view the Protected Property in its natural, scenic, and open condition;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee’s right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and

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

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

1. Construct or place buildings or any structure;
2. Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the Protected Property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
3. Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
4. Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
5. Plant any vegetation not native to the Protected Property or not typical wetland vegetation;
6. Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.

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

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

To Grantor:

Woodland's Edge at Franklin, LP  
6737 West Washington Street, Ste 2275  
West Allis, WI 53214

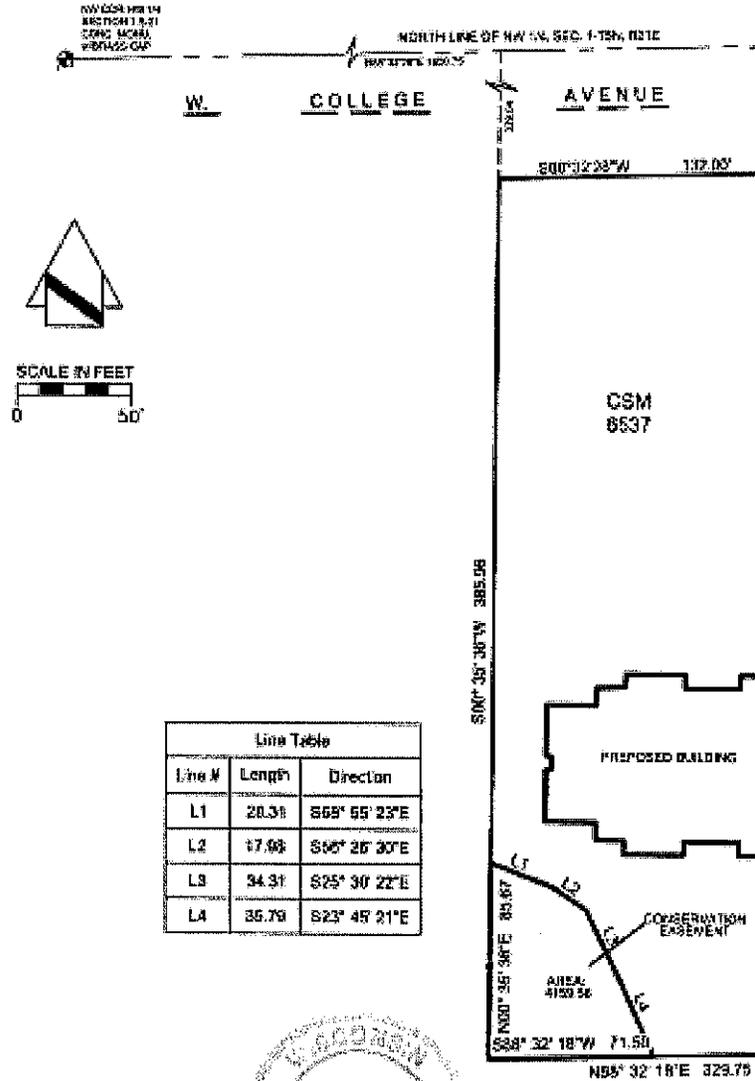
To Grantee:

City of Franklin  
Office of the City Clerk  
9229 W. Loomis Road  
Franklin, WI 53132

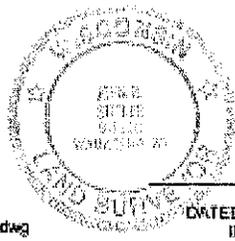




# EXHIBIT-A CONSERVATION EASEMENT



Line Table		
Line #	Length	Direction
L1	28.31	S88° 55' 23" E
L2	17.99	S66° 26' 30" E
L3	34.31	S25° 30' 22" E
L4	35.79	S23° 45' 21" E



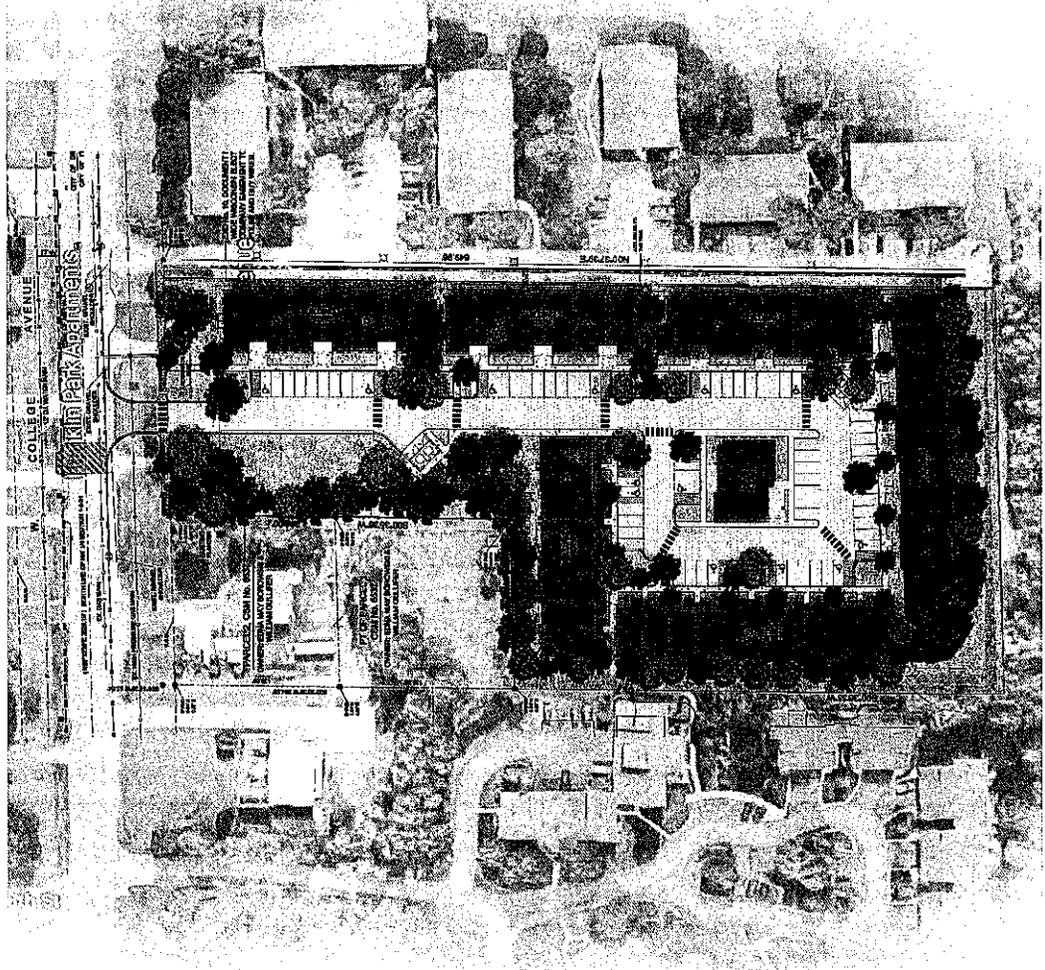
*John R. Stigler*  
 JOHN R. STIGLER, Wis. Reg. No. 5-1020  
 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018  
 INSTRUMENT DRAFTED BY JOHN W. JAHMKE

P.S. MILWAUKEE 987  
 FILE NAME: S:\projects\18045\dwg\18045.dwg

All that part of Parcel 1 of Certified Survey Map No. 6537 recorded July 27, 1998 on Reel 4358, Image 1930 on Document No. 7571685 being part of the Northeast Quarter (NE ¼) of the Northwest Quarter (NW ¼) of Section 1, Town 5 North, Range 21 East, City of Franklin, County of Milwaukee, State of Wisconsin bounded and described as follows: Commencing at the northwest corner of the Northwest Quarter (NW ¼) of Section 1; thence North 88°32'28" East along the north line of said Northwest Quarter (NW ¼) 1650.75 feet; thence South 00°35'36" West 650.00 feet along the west line of said Certified Survey Map No. 6537 to the southwest corner of said map and the place of beginning of the Conservation Easement herein described; thence North 00°35'36" East 85.66 feet along said west line of Map No. 6537; thence South 56°26'30" East 17.98 feet; thence South 25°30'22" East 34.00 feet; thence South 23°45'21" East 35.79 feet to the south line of Map No. 6537; thence South 88°32'18" West along said south line 71.47 feet to the place of beginning. Containing a net area of 4159.6 square feet of land or 0.095 acres of land.

# WOODLANDS EDGE AT FRANKLIN

3709 W. COLLEGE AVENUE  
FRANKLIN, WI 53221



ARCHITECTURAL SITE PLAN  
SCALE: 1" = 80'

**SHEET INDEX**

C-01	CONCRETE FOUNDATION PLAN
C-02	FOUNDATION PLAN
C-03	FOUNDATION PLAN
C-04	FOUNDATION PLAN
C-05	FOUNDATION PLAN
C-06	FOUNDATION PLAN
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**BUILDING AREA CALCULATIONS AND UNIT MIX**

NO.	DESCRIPTION	AREA (SQ FT)	UNIT MIX	TOTAL
1	CLERESTORY	1,200	1	1,200
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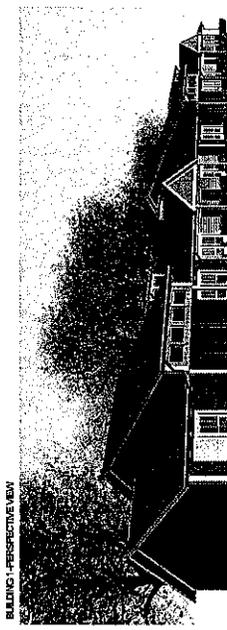
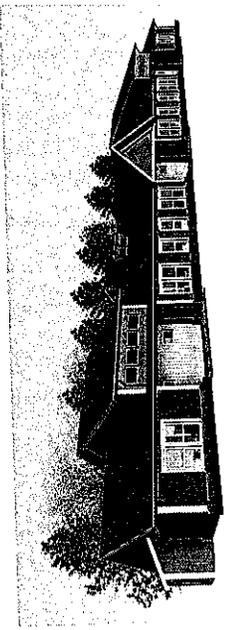
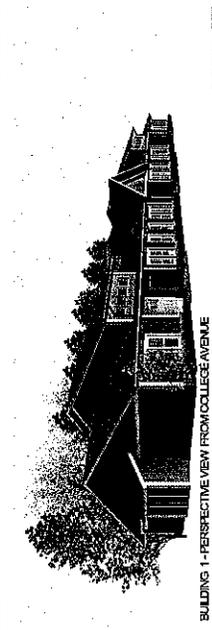
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ARCHITECT OF RECORD  
**HERMAN & KITTLE PROPERTIES, INC.**  
500 BUS 960 ROAD, SUITE 300  
JOLIET, IL 61780  
TEL: 815/233-1100  
WWW.HKPROPERTIES.COM  
CIVIL ENGINEERING

OWNER  
WOODLANDS EDGE AT FRANKLIN, LP  
3709 W. COLLEGE AVENUE  
FRANKLIN, WI 53221

PROJECT TITLE  
**WOODLANDS EDGE AT FRANKLIN**

SHEET NUMBER  
**ASP-1**



BUILDING 1 - PERSPECTIVE VIEW FROM COLLEGE AVENUE  
BUILDING 2 - PERSPECTIVE VIEW  
BUILDING 4 - PERSPECTIVE VIEW





ARCHITECT OF RECORD



HERMAN & KITTLÉ  
PROPERTIES, INC.  
500 5th Ave. S.W. 3rd Fl.  
Atlanta, GA 30338  
(404) 525-1111

CIVIL ENGINEERING



Point of Beginning  
for the Proposed  
Grading Plan

Professional Engineer  
No. 10000  
State of Georgia

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SEAL



PROJECT TITLE

WOODLANDS EDGE  
AT FRANKLIN

3019 W. COLLEGE AVENUE  
FRANKLIN, GA 30217

DRAWN BY

WOODLANDS EDGE AT FRANKLIN, LP  
3019 W. COLLEGE AVENUE  
FRANKLIN, GA 30217

DATE  
SHEET NO.  
SHEET TOTAL  
PROJECT NO.

REVISIONS

DO NOT SCALE PRINTS. USE  
FINISHED DIMENSIONS ONLY

PROJECT NO.

17-016

SHEET TITLE

GRADING PLAN

SHEET NUMBER

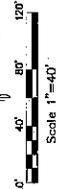
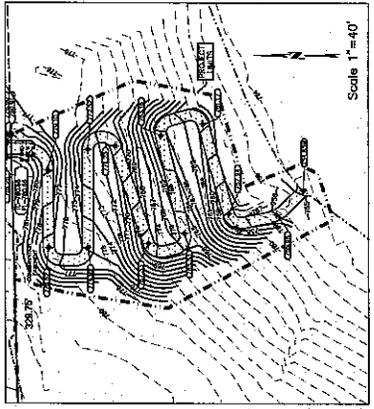
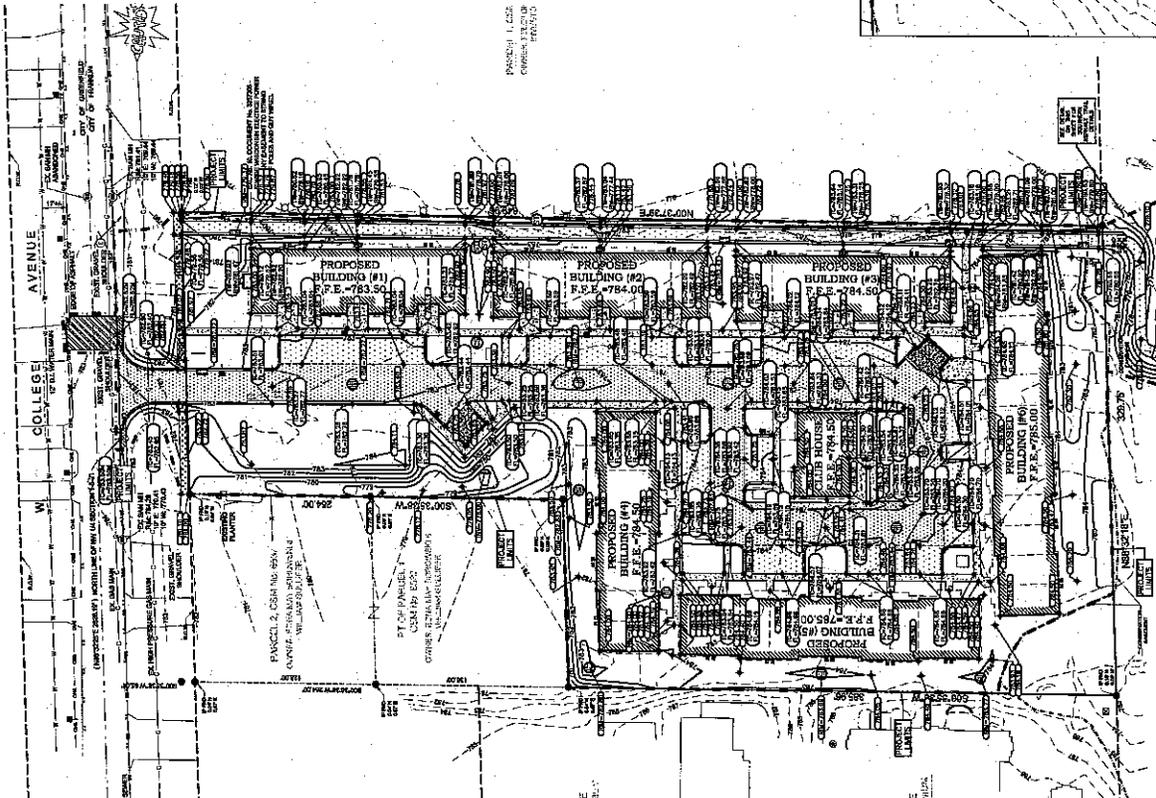
C300

GRADING LEGEND:

- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SPOT ELEVATION
- PROPOSED EXISTING SPOT ELEVATION
- PROPOSED FIN ELEVATION
- PROPOSED TOP OF CURB ELEVATION
- PROPOSED FLOOR LINE ELEVATION
- PROPOSED TOP OF WALL ELEVATION
- PROPOSED BOTTOM OF WALL ELEVATION
- PROPOSED MATCH ELEVATION (CONTINUATION TO NEXT SHEET)
- PROPOSED OVERWALL STRUCTURE WITHOUT TOP FIN
- PROPOSED STORM SEWER MANHOLE
- PROPOSED STORM SEWER CONTROL STRUCTURE
- PROPOSED STORM INLET
- PROPOSED CURB STORM INLET

GENERAL NOTES:

1. CONTACT DESIGNER'S OFFICE 15 WORKING DAYS PRIOR TO THE START OF FOUNDATION/CONSTRUCTION.
2. NOTIFY AND OBTAIN ALL NECESSARY PERMITS, ORDINANCES, REGULATIONS IN ACCORDANCE WITH LOCAL AUTHORITIES.
3. ALL UTILITIES SHALL BE PROTECTED IN ALL EXISTING LAIN AREAS AND 12" SHALL BE PROVIDED IN ALL EXISTING AREAS.
4. THE DESIGNER SHALL BE RESPONSIBLE FOR ALL UTILITIES LOCATED WITHIN THE PROJECT BOUNDARIES AND FOR THE PROTECTION OF ALL UTILITIES LOCATED WITHIN THE PROJECT BOUNDARIES.
5. ALL UTILITIES SHALL BE PROTECTED IN ALL EXISTING LAIN AREAS AND 12" SHALL BE PROVIDED IN ALL EXISTING AREAS.
6. ALL UTILITIES SHALL BE PROTECTED IN ALL EXISTING LAIN AREAS AND 12" SHALL BE PROVIDED IN ALL EXISTING AREAS.
7. CONSULT ALL EXISTING RECORDS AND UTILITIES MAPS, INCLUDING SANITARY, WATER, GAS, AND TELEPHONE LINES.
8. PROVIDE TOP FIN AT ALL EXISTING STRUCTURES AND RESPECTIVE TRUNKS FOR THE EXISTING STRUCTURES.
9. PROVIDE TOP FIN AT ALL EXISTING STRUCTURES AND RESPECTIVE TRUNKS FOR THE EXISTING STRUCTURES.
10. PROVIDE TOP FIN AT ALL EXISTING STRUCTURES AND RESPECTIVE TRUNKS FOR THE EXISTING STRUCTURES.
11. PROVIDE TOP FIN AT ALL EXISTING STRUCTURES AND RESPECTIVE TRUNKS FOR THE EXISTING STRUCTURES.
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13. PROVIDE TOP FIN AT ALL EXISTING STRUCTURES AND RESPECTIVE TRUNKS FOR THE EXISTING STRUCTURES.
14. PROVIDE TOP FIN AT ALL EXISTING STRUCTURES AND RESPECTIVE TRUNKS FOR THE EXISTING STRUCTURES.
15. UNLESS OTHERWISE NOTED.









DATE	DESCRIPTION
08/15/2018	ISSUED FOR PERMITS
08/15/2018	ISSUED FOR PERMITS
08/15/2018	ISSUED FOR PERMITS

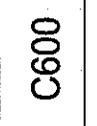
REVISIONS

NO.	DATE	DESCRIPTION

DO NOT SCALE PRINTS, USE  
 FIGURED DIMENSIONS ONLY  
 PROJECT NO. 17-216

SHEET TITLE  
 Storm Sewer  
 Plan

SHEET NUMBER  
**C600**



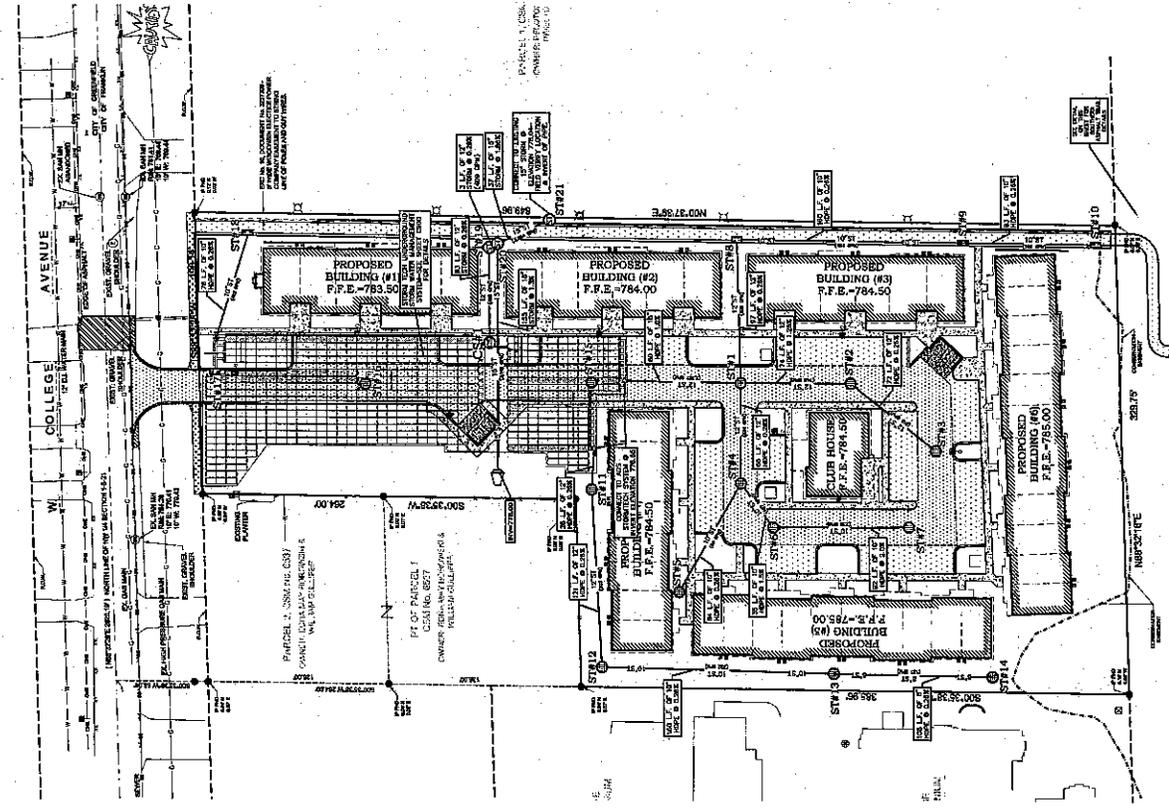
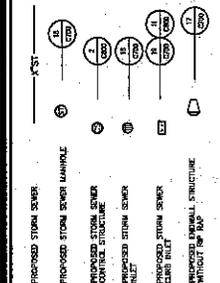
**STORM MANHOLE SCHEDULE:**

STW#	RM	IN	FT	DATE	BY	DESCRIPTION
STW1	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW2	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW3	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW4	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW5	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW6	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW7	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW8	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW9	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW10	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW11	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW12	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW13	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW14	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW15	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW16	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW17	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW18	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW19	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW20	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP
STW21	RM 1 (07)	77.70	77.70	7/7/18	SKP	10' DIA. STONE MANHOLE WITH 12" DIA. RCP

**GENERAL NOTES:**

- CONTRACTOR SHALL BE RESPONSIBLE FOR THE START OF CONSTRUCTION AND SHALL BE RESPONSIBLE FOR THE FIELD BY THE DATE OF THE PERMIT.
- ANY EXISTING UTILITIES SHOWN ON THIS DOCUMENT WHICH NEED TO BE PROTECTED SHALL BE PROTECTED BY THE CONTRACTOR AT HIS OWNERS RISK AND RESPONSIBILITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF MIAMI.
- VERIFY EXISTING CONNECTION LOCATIONS AND SIZES OF PROPOSED STORM MANHOLES AND RCP.
- CONSERVATIVE ALL UTILITY WORK WITH GAS, ELECTRICAL, (INCLUDING MAIN WATER AND SEWER) AND TELEPHONE LINES SHALL BE INSTALLED AND PROTECTED BY THE CONTRACTOR.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
- ALL EXISTING UTILITIES SHALL BE DELETED IN ACCORDANCE WITH SPS 24.05(1)(b).
- ALL EXISTING UTILITIES SHALL BE DELETED FROM ANY EXISTING IN THE PUBLIC RIGHT OF WAY.
- ALL EXISTING UTILITIES SHALL BE DELETED FROM ANY EXISTING IN THE PUBLIC RIGHT OF WAY.
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- ALL EXISTING UTILITIES SHALL BE DELETED FROM ANY EXISTING IN THE PUBLIC RIGHT OF WAY.

**UTILITY LEGEND:**

















PROJECT INFORMATION	
ENGINEERED	JAKE BRUNOEHLE
PRODUCT	262-794-2305
MANAGER:	JAKE BRUNOEHLE@ADS-PIPE.COM
ADS SALES REP:	AARON KUNSTMANN
PROJECT NO.:	AARON KUNSTMANN@ADS-PIPE.COM
	\$117038



ADVANCED DRAINAGE SYSTEMS, INC.

# HERMAN AND KITTLE FRANKLIN, WI



FOR STORMTECH  
INSTRUCTIONS,  
DOWNLOAD THE  
INSTALLATION APP

## SC-740 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH SC-740.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418-16a, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (<1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-FR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
  - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
  - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
  - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 550 LBS/IN. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
  - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
  - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.96 FOR DEAD LOAD AND 1.76 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787, AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
  - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

## IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF THE SC-740 SYSTEM

1. STORMTECH SC-740 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH SC-740 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR AN EXCAVATOR SITUATED OVER THE CHAMBERS.
  - STORMTECH RECOMMENDS 3 BACKFILL METHODS:
  - STONESHOOTER LOCATED OFF THE CHAMBER BED.
  - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
  - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 6" (150 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE 3/4"-2" (20-50 mm).
8. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIALS BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
9. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

## NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH SC-740 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
  2. THE USE OF CONSTRUCTION EQUIPMENT OVER SC-740 CHAMBERS IS LIMITED:
    - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
    - NO RUBBER TIRED LOADERS, DUMP TRUCKS, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
    - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH SC-310/SC-740/DC-780 CONSTRUCTION GUIDE".
  3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.
- USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO THE CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.



4640 TRUHAN BLVD  
 HILLIARD, OH 43026



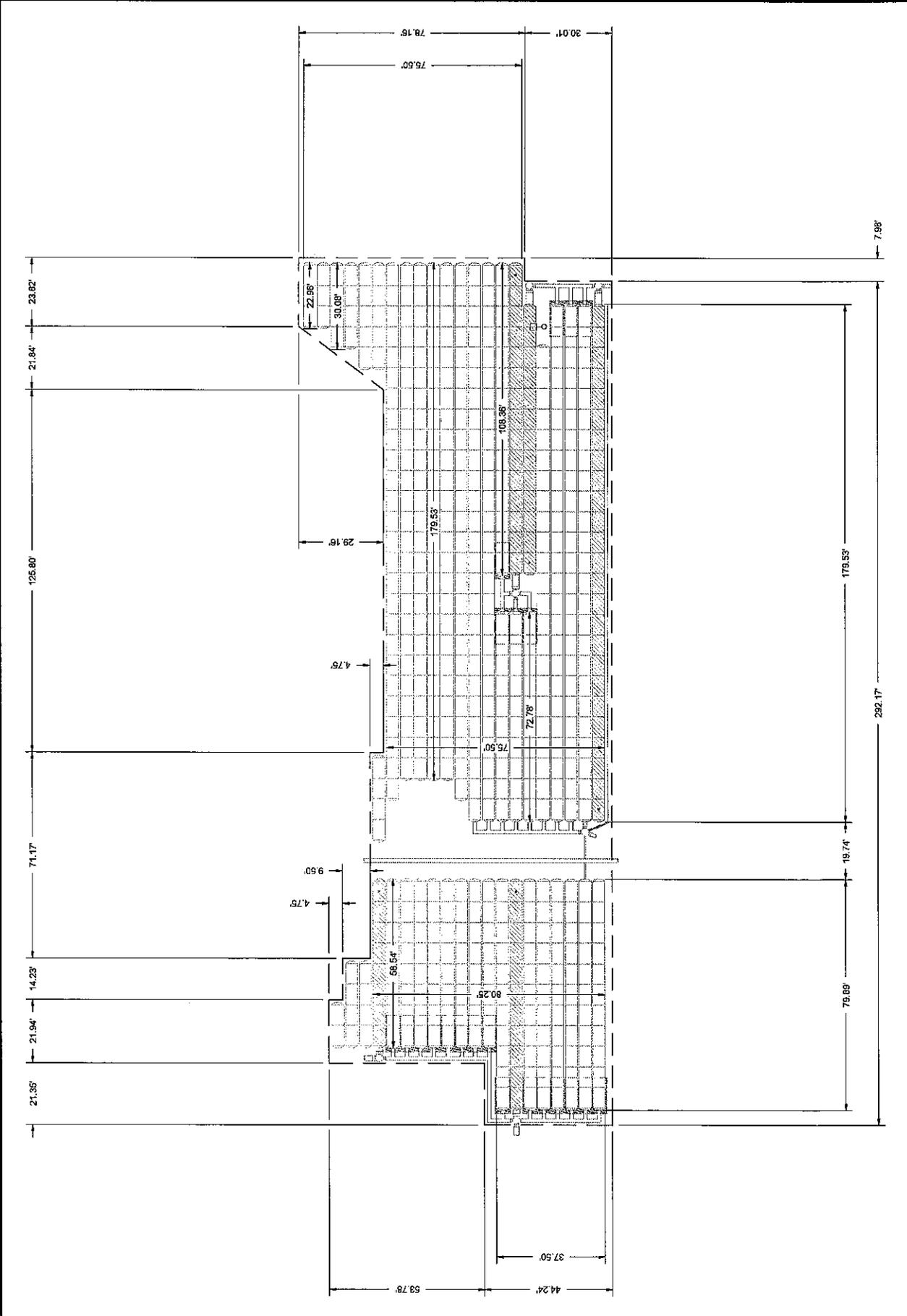
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20 WOOD ROAD, SUITE 3 | ROCKY HILL, CT | 06067  
 860-428-1198 | 1-888-922-2884 | WWW.STORMTECH.COM

DATE	BY	CHKD	DESCRIPTION
04-22-19	SLV	AGC	REVISED BEED RAVED ELEVATIONS
04-19-19	SLV	ALS	SHANK BEED TO 60 CHAIRS

PROJECT #:	S117039
DATE:	02/01/19
DRAWN:	MSY
CHECKED:	XXX
HERMAN AND KITTLE FRANKLIN, MI	



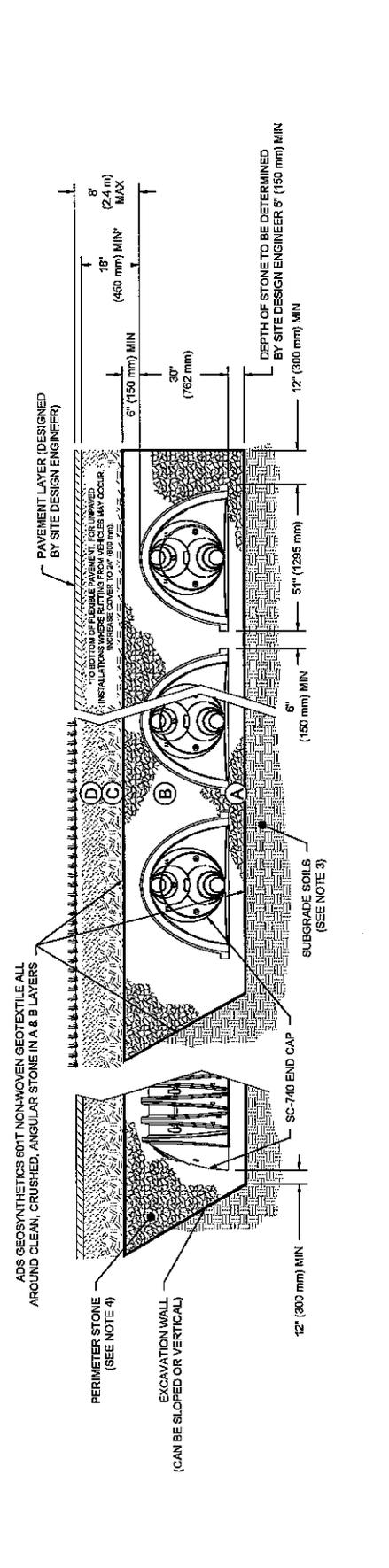
THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO US UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROFESSIONAL ENGINEER. THE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) IDENTIFIED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

## ACCEPTABLE FILL MATERIALS: STORMTECH SC-740 CHAMBER SYSTEMS

MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	FINAL FILL: FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	INITIAL FILL: FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('A' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	AASHTO M145 <sup>1</sup> A-1, A-2.4, A-3 OR AASHTO M43 <sup>1</sup> 3, 357, 4, 467, 5, 55, 57, 6, 67, 68, 7, 79, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	EMBEDMENT STONE: FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	AASHTO M43 <sup>1</sup> 3, 357, 4, 467, 5, 55, 57	NO COMPACTION REQUIRED.
A	FOUNDATION STONE: FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	AASHTO M43 <sup>1</sup> 3, 357, 4, 467, 5, 55, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE. <sup>2,3</sup>

**PLEASE NOTE:**

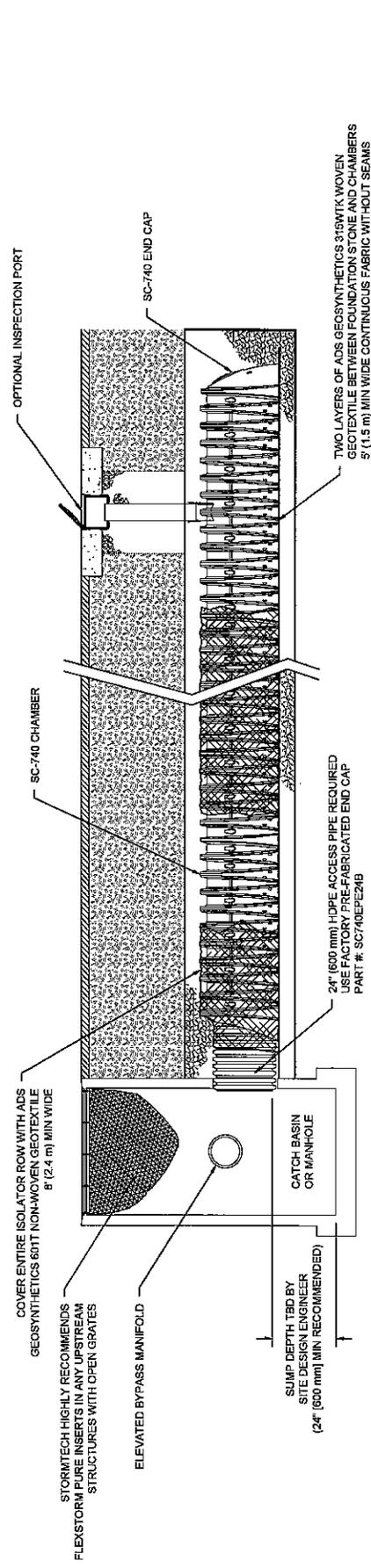
- THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR, FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
- STORMTECH COMPACTON REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
- WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNINGS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
- ONCE LAYER 'C' IS PLACED, ANY SOIL MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



**NOTES:**

- CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418-16a. "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- SC-740 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
- THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
- PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
- REQUIREMENTS FOR HANDLING AND INSTALLATION:
  - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
  - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2".
  - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, 9) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 550 LBS(IN) AND 10) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

DATE: 02/01/19 DRAWN: MSY CHECKED: XX	PROJECT #: 81411939 DESCRIPTION:	20 WOOD ROAD, BUTTS ROCK, OH 43087 614-922-2994   WWW.STORMTECH.COM
HERMAN AND KITTLE FRANKLIN, WI		4640 TRUMAN BLVD HILLIARD, OH 43028



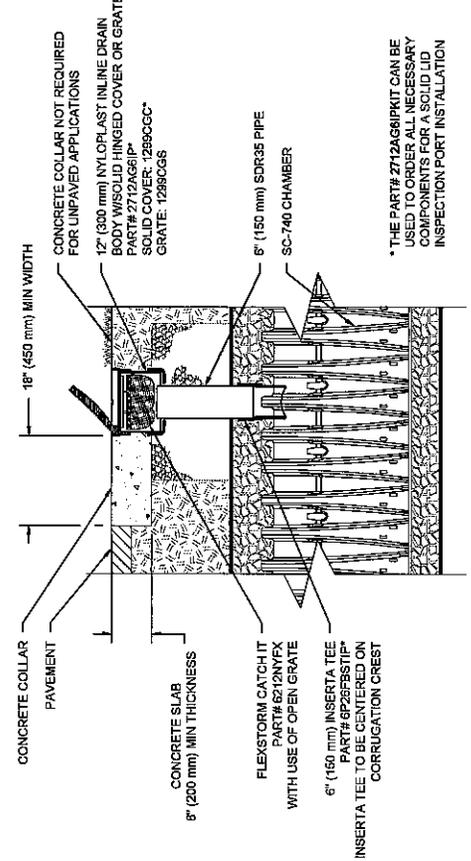
**SC-740 ISOLATOR ROW DETAIL**  
 NTS

**INSPECTION & MAINTENANCE**

- STEP 1) INSPECT ISOLATOR ROW FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
    - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
    - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
    - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
    - A.4. LOWER A CAMERA INTO ISOLATOR ROW FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
    - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
  - B. ALL ISOLATOR ROWS
    - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW
      - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
      - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
    - B.2. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- STEP 2) CLEAN OUT ISOLATOR ROW USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
  - B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
  - C. VACUUM STRUCTURE SUMP AS REQUIRED
- STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS. RECORD OBSERVATIONS AND ACTIONS.
- STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

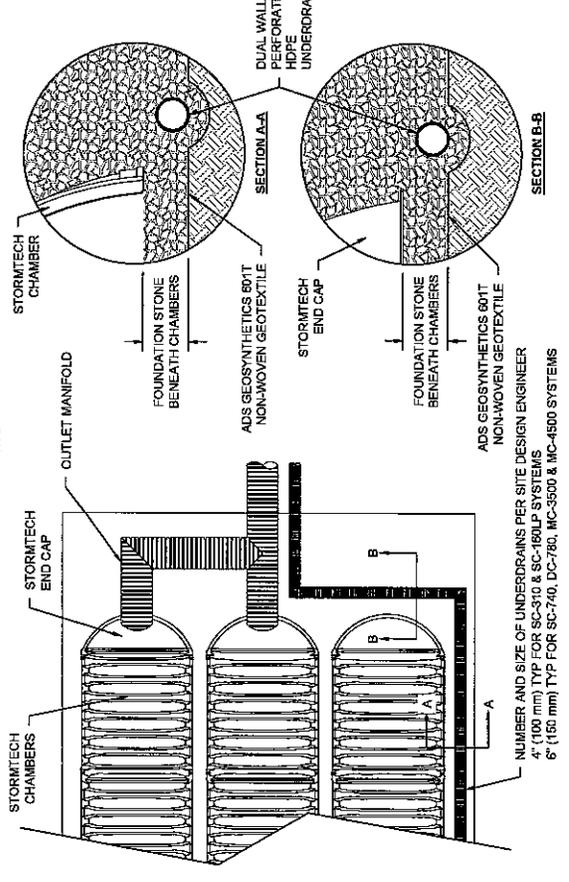
**NOTES**

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.

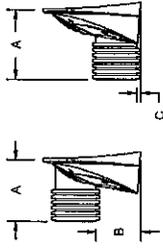
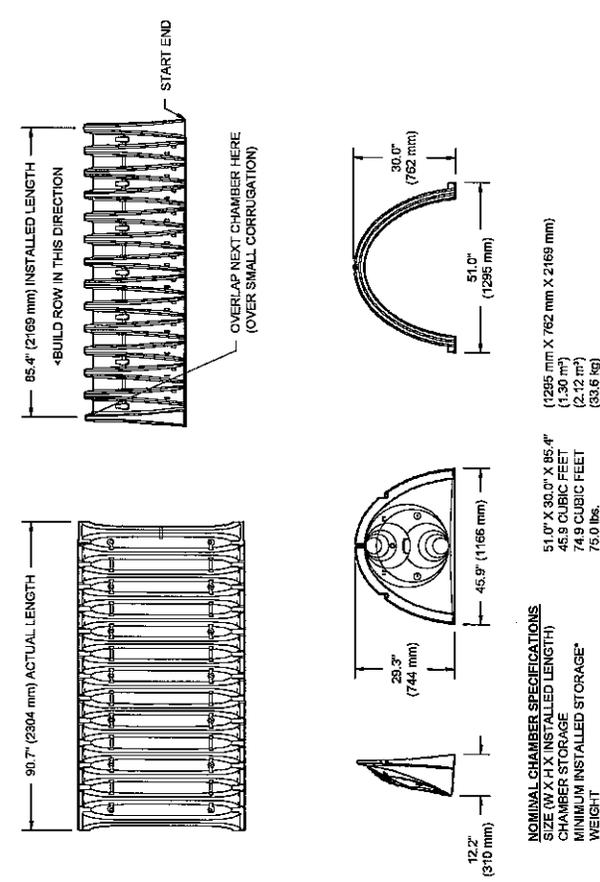


**SC-740 6" (150 mm) INSPECTION PORT DETAIL**  
 NTS

**UNDERDRAIN DETAIL**  
 NTS



**SC-740 TECHNICAL SPECIFICATION**  
 NTS



PART #	STUB	A	B	C
SC740EPE00T / SC740EPE08TFC	6" (150 mm)	10.5" (277 mm)	18.5" (470 mm)	—
SC740EPE00B / SC740EPE08BPC	—	—	—	0.5" (13 mm)
SC740EPE00T / SC740EPE08TFC	8" (200 mm)	12.2" (310 mm)	16.5" (419 mm)	—
SC740EPE00B / SC740EPE08BPC	—	—	—	0.6" (15 mm)
SC740EPE10T / SC740EPE10TFC	10" (250 mm)	13.4" (340 mm)	14.5" (368 mm)	—
SC740EPE10B / SC740EPE10BPC	—	—	—	0.7" (18 mm)
SC740EPE12T / SC740EPE12TFC	12" (300 mm)	14.7" (373 mm)	12.5" (318 mm)	—
SC740EPE12B / SC740EPE12BPC	—	—	—	1.2" (30 mm)
SC740EPE15T / SC740EPE15TFC	15" (375 mm)	18.4" (467 mm)	6.0" (229 mm)	—
SC740EPE15B / SC740EPE15BPC	—	—	—	1.3" (33 mm)
SC740EPE18T / SC740EPE18TFC	18" (450 mm)	19.7" (500 mm)	5.0" (127 mm)	—
SC740EPE18B / SC740EPE18BPC	—	—	—	1.6" (41 mm)
SC740EPE24B*	24" (600 mm)	18.5" (470 mm)	—	0.1" (3 mm)

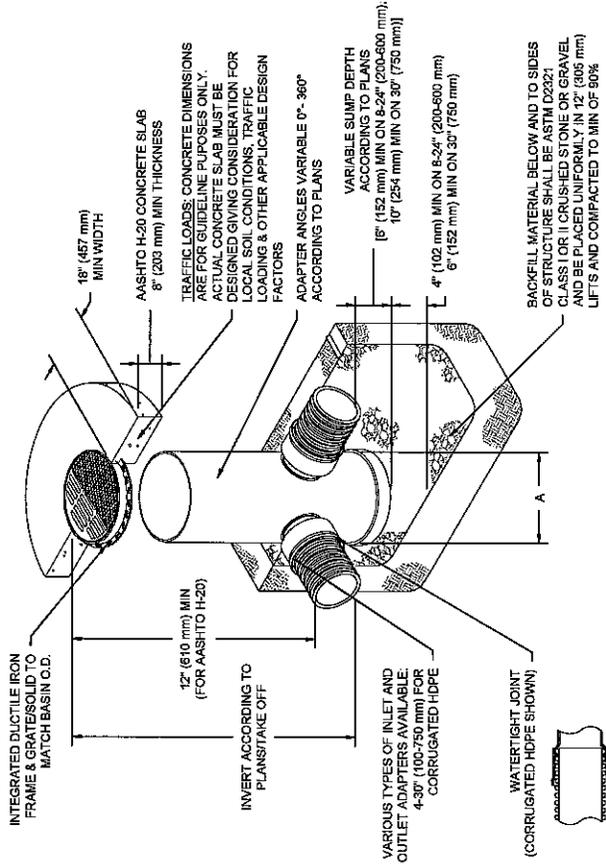
ALL STUBS, EXCEPT FOR THE SC740EPE24B ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-882-2694.

\* FOR THE SC740EPE24B THE 24" (600 mm) STUB LIES BELOW THE BOTTOM OF THE END CAP APPROXIMATELY 1.75" (44 mm). BACKFILL MATERIAL SHOULD BE REMOVED FROM BELOW THE 12" STUB SO THAT THE FITTING SITS LEVEL.

NOTE: ALL DIMENSIONS ARE NOMINAL

# NYLOPLAST DRAIN BASIN

NTS



## NOTES

- 8-30" (200-750 mm) GRATE/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
- 12-30" (300-750 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
- DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
- DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
- FOR COMPLETE DESIGN AND PRODUCT INFORMATION: [WWW.NYLOPLAST-US.COM](http://WWW.NYLOPLAST-US.COM)
- TO ORDER CALL: 800-821-6710

A	PART #	GRATE/SOLID COVER OPTIONS
6"	2808AG	PEDESTRIAN LIGHT DUTY
6"	2808AG	STANDARD LIGHT DUTY
10"	2810AG	PEDESTRIAN LIGHT DUTY
10"	2810AG	STANDARD LIGHT DUTY
12"	2812AG	PEDESTRIAN AASHTO H-10
12"	2812AG	SOLID AASHTO H-20
15"	2815AG	PEDESTRIAN AASHTO H-10
15"	2815AG	SOLID AASHTO H-20
18"	2818AG	PEDESTRIAN AASHTO H-10
18"	2818AG	SOLID AASHTO H-20
24"	2824AG	PEDESTRIAN AASHTO H-10
24"	2824AG	SOLID AASHTO H-20
30"	2830AG	PEDESTRIAN AASHTO H-20
30"	2830AG	SOLID AASHTO H-20

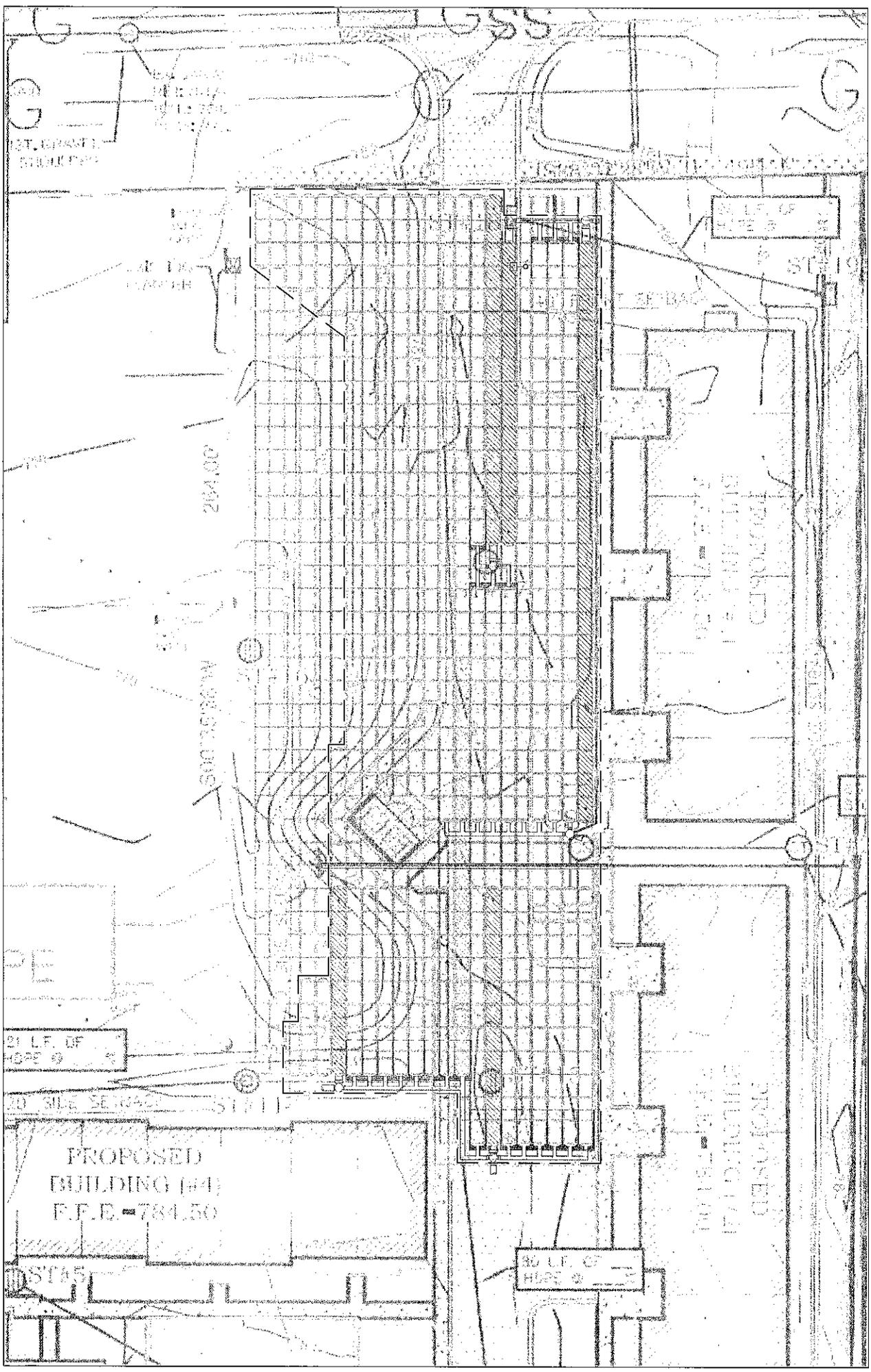
**NYLOPLAST**  
 1120 VERONA AVE  
 BLVD RD 2A 30378  
 PLAN (77) 821-2480  
 FAX (77) 821-2480  
 www.nyloplast-us.com

**ADS**  
 ADVANCED DRAINAGE SYSTEMS, INC.  
 4640 TRUENAN BLVD  
 HILLIARD, OH 43026

DATE: 02/01/19  
 DRAWN: MSY  
 CHECKED: XXX  
 PROJECT #: S117038  
 HERMAN AND KITTLE  
 FRANKLIN, WI

DATE: 02/01/19  
 REV: 01  
 DESCRIPTION: RETAINED MDCS, RAISED ELEVATIONS  
 AS SHOWN  
 DATE: 02/01/19  
 REV: 01  
 DESCRIPTION: RETAINED MDCS, RAISED ELEVATIONS  
 AS SHOWN

THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER AND ALL ASSOCIATED DETAILS ARE SUBJECT TO CHANGE WITHOUT NOTICE. THE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCTS DESCRIBED IN THIS DRAWING MEET ALL APPLICABLE LOCAL, STATE, FEDERAL AND PROJECT REQUIREMENTS. THE DESIGN ENGINEER OR OTHER PROFESSIONAL ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCTS DESCRIBED IN THIS DRAWING MEET ALL APPLICABLE LOCAL, STATE, FEDERAL AND PROJECT REQUIREMENTS.



ST. CLAY  
ST. 10

PROPOSED BUILDING (#1)  
F.F.E. = 784.50

PROPOSED BUILDING (#2)  
F.F.E. = 784.50

PROPOSED BUILDING (#3)  
F.F.E. = 784.50

264.00

300.00

ST. 10

PROPOSED BUILDING (#4)  
F.F.E. = 784.50

ST. 10

PROPOSED BUILDING (#5)  
F.F.E. = 784.50

PROPOSED BUILDING (#1)  
F.F.E. = 784.50

PROPOSED BUILDING (#2)  
F.F.E. = 784.50

ROOF REVISIONS	
01	DATE: 08/14/2019
02	DESCRIPTION: ASHRAE 90.1-2010 COMPLIANT ROOF - 4 YEAR WARRANTY
03	DATE: 08/14/2019
04	DESCRIPTION: ASHRAE 90.1-2010 COMPLIANT ROOF - 4 YEAR WARRANTY
05	DATE: 08/14/2019
06	DESCRIPTION: ASHRAE 90.1-2010 COMPLIANT ROOF - 4 YEAR WARRANTY
07	DATE: 08/14/2019
08	DESCRIPTION: ASHRAE 90.1-2010 COMPLIANT ROOF - 4 YEAR WARRANTY
09	DATE: 08/14/2019
10	DESCRIPTION: ASHRAE 90.1-2010 COMPLIANT ROOF - 4 YEAR WARRANTY

ARCHITECT OF RECORD  
**HERMAN & KITTLER**  
 PROPERTIES, INC.  
 500 West 40th Street, Suite 200  
 Indianapolis, IN 46204  
 (317) 646-3111  
 www.hkproperties.com

CIVIL ENGINEERING

COMPOSITE & OWNER'S COPY DOCUMENTS

PROJECT TITLE

**WOODLANDS**  
 EDGE AT  
 FRANKLIN  
 2700 W. COLLEGE AVENUE  
 FRANKLIN, IN 46221

OWNER  
 WOODLANDS/EDGE AT FRANKLIN LP  
 2700 W. COLLEGE AVENUE  
 FRANKLIN, IN 46221

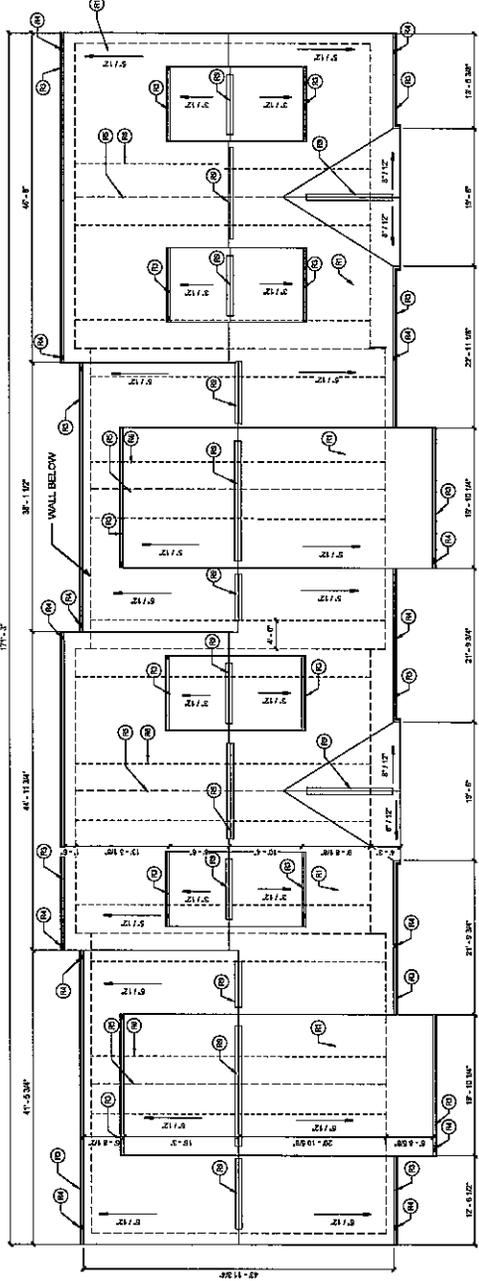
NO.	DATE	REVISIONS	DESCRIPTION	DATE

DO NOT SCALE PRINTS. USE  
 PRINTED DIMENSIONS ONLY  
 PROJECT NO. 17-015

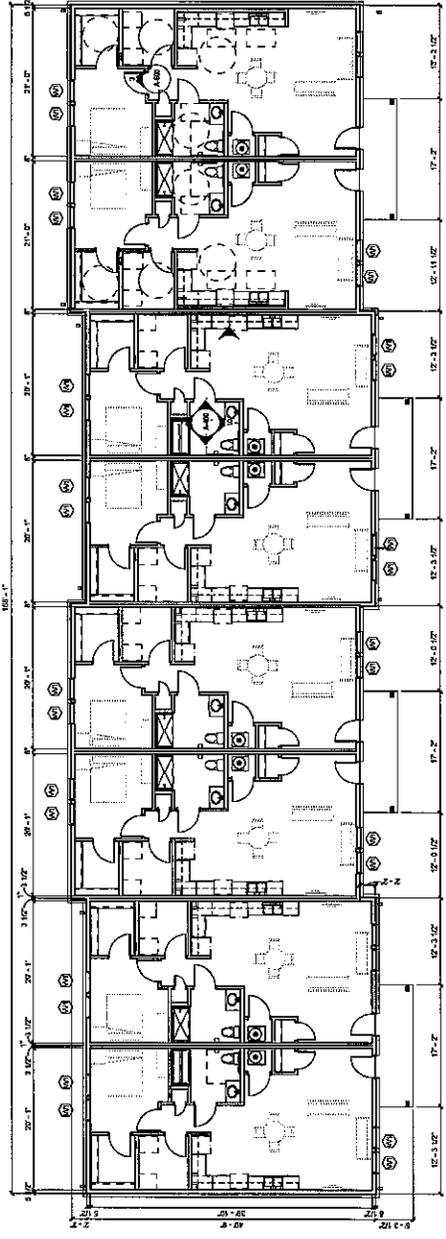
SHEET TITLE  
 FLOOR PLAN - 1BR8

SHEET NUMBER

**A-100**



2 ROOF PLAN - 1BR8  
 SCALE: 1/8" = 1'-0"



1 FLOOR PLAN - 1BR8  
 SCALE: 1/8" = 1'-0"



ARCHITECT OF RECORD  
**HERMAN & KITTLE**  
 PROPERTIES, INC.  
 500 East 90th Street, Suite 300  
 Indianapolis, IN 46240  
 (317) 784-8111  
 FAX: (317) 784-8112  
 CIVIL ENGINEERING

CONTRACT & LICENSE NO. OF  
 PROFESSIONAL ENGINEER  
 STATE OF INDIANA  
 LICENSE NO. A-128845  
 DATE OF EXPIRATION 12/31/2018  
 SEAL

PROJECT TITLE  
**WOODLANDS**  
**EDGE AT**  
**FRANKLIN**

3109 W. COLLIER AVENUE  
 FRANKLIN, IN 46221

OWNER  
 WOODLANDS/EDGE AT FRANKLIN LP  
 3109 W. COLLIER AVENUE  
 FRANKLIN, IN 46221

DATE  
 12/15/2018

DESIGNED FOR  
 100% PERMITS

SCALE  
 1/8" = 1'-0"

DATE  
 12/15/2018

DESIGNED BY  
 DATE

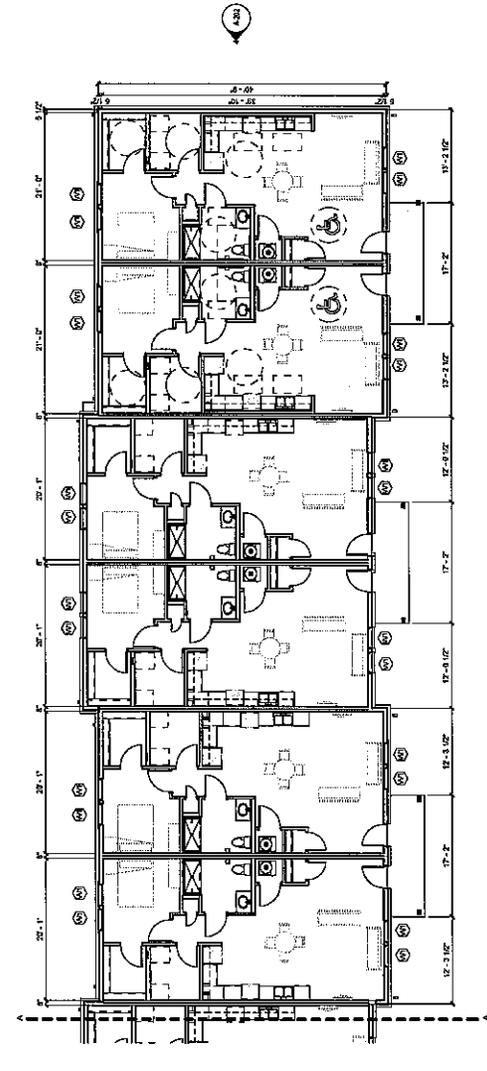
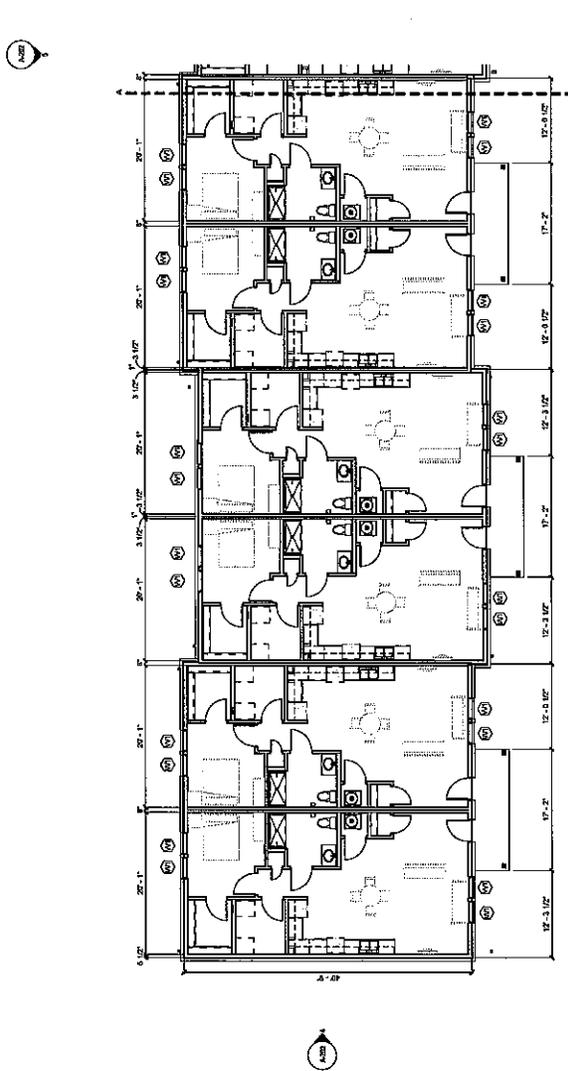
REVISIONS

PROJECT NO.  
 1749E

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 FIGURED DIMENSIONS ONLY

SHEET TITLE  
**FLOOR PLAN - 1BR12**

SHEET NUMBER  
**A-102**

















ARCHITECT OF RECORD  
**HERMAN & KITTLE  
 PROPERTIES, INC.**  
 401 Oak Hill Street, Suite 300  
 Indianapolis, IN 46206  
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CIVIL ENGINEERING

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PROJECT TITLE

**WOODLAND'S  
 EDGE AT  
 FRANKLIN**  
 2709 W. COLLIER AVENUE  
 FRANKLIN, IN 46221

OWNER  
 WOODLAND'S EDGE AT FRANKLIN, LP  
 2709 W. COLLIER AVENUE, N.W. 200  
 FRANKLIN, IN 46221

DESIGNED FOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PROJECT NO.: \_\_\_\_\_

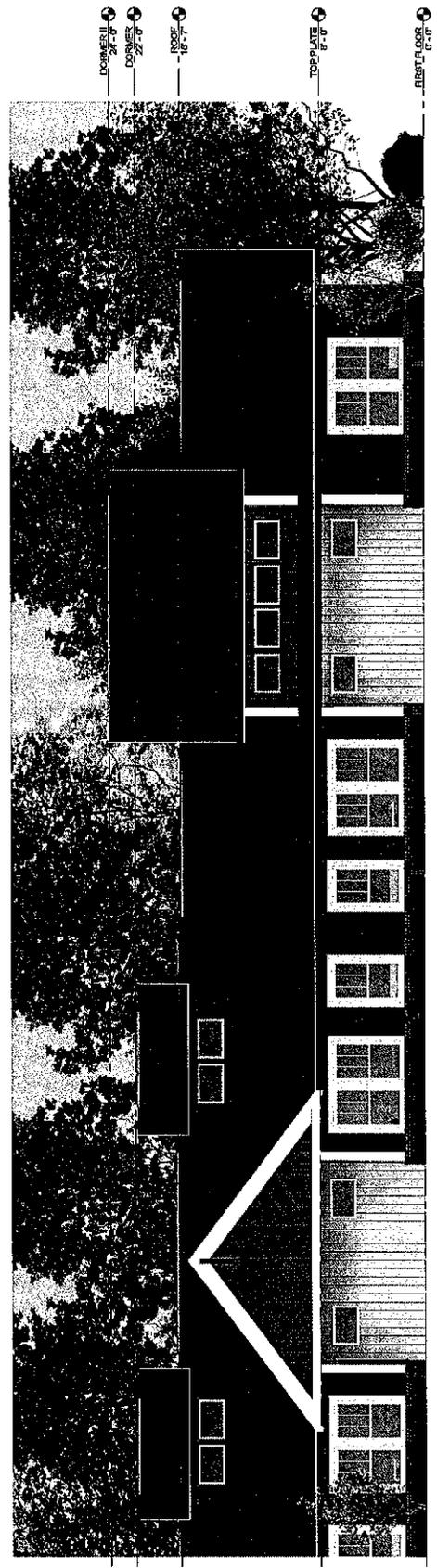
REVISIONS

NO.	DESCRIPTION	DATE

DO NOT SCALE PRINTS - USE  
 FOURED DIMENSIONS ONLY  
 PROJECT NO. T-005

SHEET TITLE  
 ENLARGED  
 FRONT  
 ELEVATION -2BR6  
 SHEET NUMBER

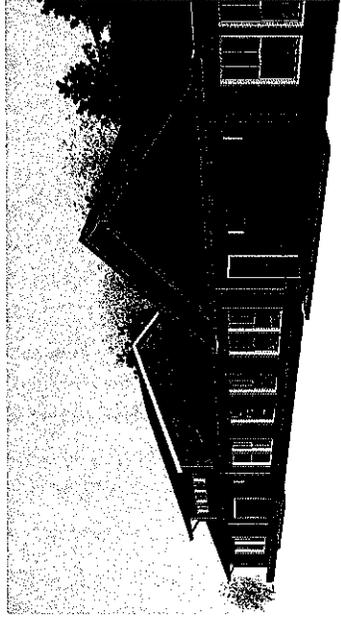
**A-205**



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



2. PERSPECTIVE VIEW - 2BR6 BUILDING  
 SCALE: 1/8" = 1'-0"

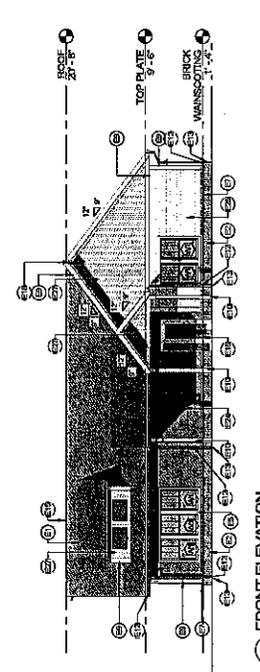
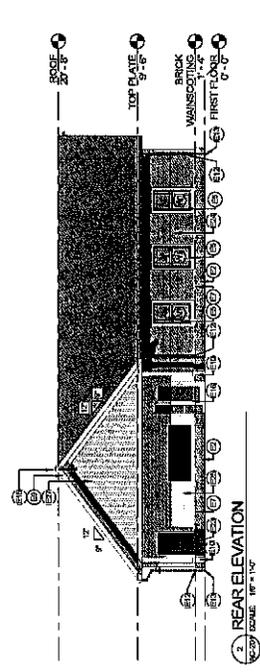
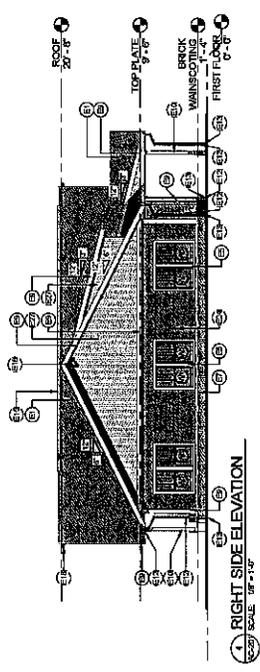
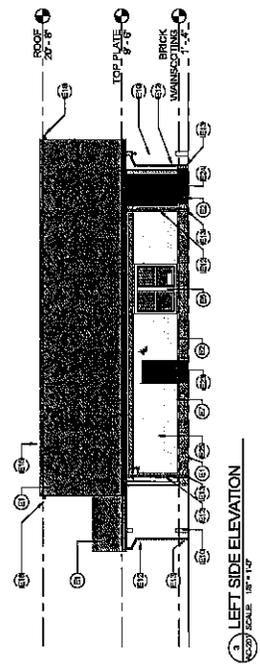


3. PERSPECTIVE VIEW - 2BR6 BUILDING - 2  
 SCALE: 1/8" = 1'-0"



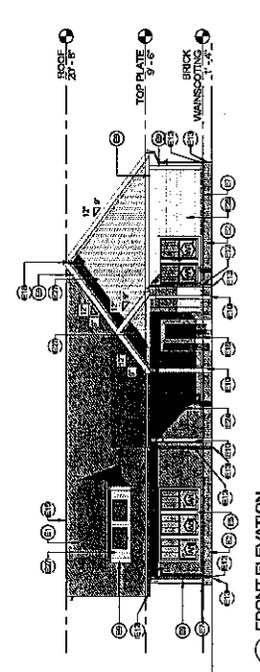
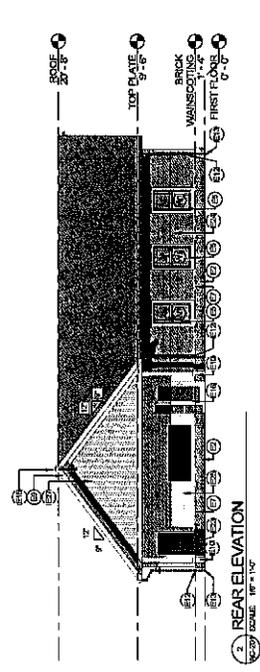
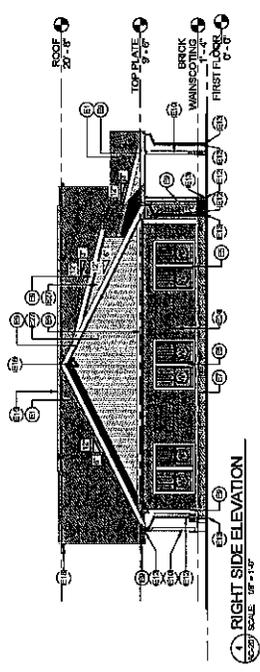
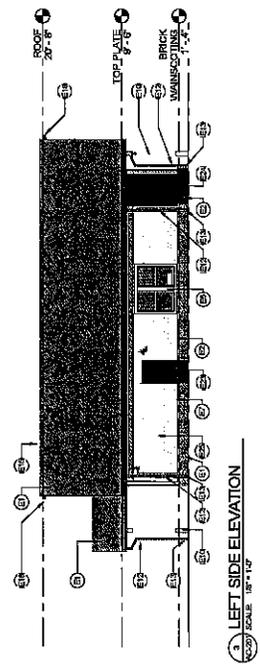
ELEVATION KEYNOTES

E1	DIMENSIONAL ASPHALT SHINGLE ROOF - 6 YEAR WARRANTY
E2	BRICK - KING SIZE - COLOR TO BE DETERMINED BY ARCHITECT
E3	VINYL WINDOWS W/ 3" DECATIVE TRIM SURROUND - SEE WINDOW SCHEDULE
E4	ROOF GUTTERS - 4" ALUMINUM GUTTER AT DOWNSPOUTS - PRE-FINISHED
E5	BRICK FLASHING BAND @ AT BRICK (SMART TRIM) TRANSITION AND CORNERS
E6	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E7	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E8	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E9	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E10	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E11	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E12	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E13	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E14	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E15	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E16	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E17	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E18	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E19	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E20	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E21	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E22	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E23	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E24	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E25	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E26	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E27	2"X4 COMPOSITE "REAL" COLUMN, PAINTED



ELEVATION KEYNOTES

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E11	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E12	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E13	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E14	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E15	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E16	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
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E18	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
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E25	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E26	2"X4 COMPOSITE "REAL" COLUMN, PAINTED
E27	2"X4 COMPOSITE "REAL" COLUMN, PAINTED



WOODLANDS  
 EDGE AT  
 FRANKLIN  
 3199 W. COLLEGE AVENUE  
 FRANKLIN, IN 47231

OWNER  
 WOODLANDS EDGE AT FRANKLIN, LP  
 3199 W. COLLEGE AVENUE  
 FRANKLIN, IN 47231

DATE  
 10/15/2019

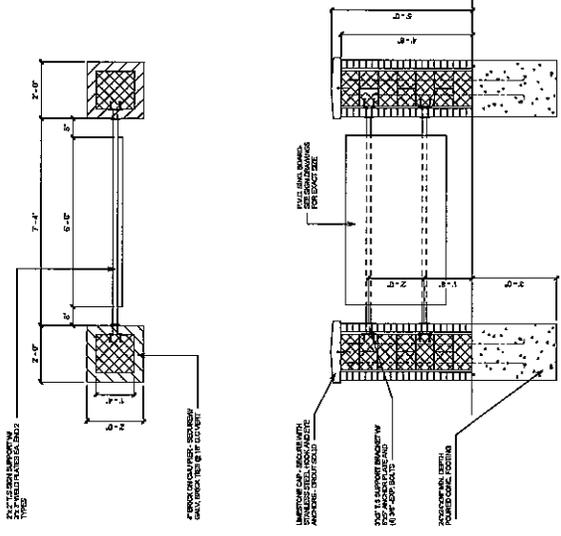
PROJECT NO.  
 19019

PROJECT NAME  
 WOODLANDS EDGE AT FRANKLIN, LP

PROJECT NO.  
 19019

SHEET TITLE  
 CLUBHOUSE EXTERIOR  
 ELEVATIONS &  
 MONUMENTAL SIGN

SHEET NUMBER  
 AC-200



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