CITY OF FRANKLIN PLAN COMMISSION MEETING* FRANKLIN CITY HALL COUNCIL CHAMBERS 9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN AGENDA THURSDAY, JUNE 20, 2019, 7:00 P.M.

A. Call to Order and Roll Call

- B. Approval of Minutes
 - 1. Approval of regular meeting of June 6, 2019.
- C. **Public Hearing Business Matters** (action may be taken on all matters following the respective Public Hearing thereon)
- D. **Business Matters** (no Public Hearing is required upon the following matters; action may be taken on all matters)
 - 1. **VERIZON WIRELESS EXPANSION OF CELL TOWER LEASE AREA.** Site Plan Amendment application from American Tower Asset Sub, LLC, by Agent John W. Burchfield of LCC Telecom Services, to expand the fence compound at the foot of the cell tower located at 5572 West Airways Avenue, to accommodate the expanded lease area which will provide space for the installation of an approximately 11 foot 6 inch by 22 foot equipment shelter for Verizon Wireless and a diesel generator on a 4 foot by 12 foot concrete pad (surface of the interior of the lease space and approximately 1 foot outside the fenced area will be gravel), property zoned M-1 Limited Industrial District; Tax Key No. 899-9990-068.
 - 2. WE ENERGIES FOUNDATION HEALING GARDEN AND THE LAKE AND NATURE TRAILS CONSTRUCTION ON THE CONSERVANCY FOR **HEALING AND HERITAGE PROPERTY.** Unified Development Ordinance §15-3.0433 Planned Development District No. 28 (Polish Festivals, Inc. - Polish Community Center) Minor Amendment and Site Plan applications by Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, to allow for construction of a proposed We Energies Foundation Healing Garden and the Lake and Nature Trails at the Conservancy for Healing and Heritage (minor Planned Development District No. 28 amendment specifically to allow for accessory structures, to revise certain setbacks to allow accessory structures adjacent to property lines (for the proposed trail and landing areas, including a pier on the shore of Lake Kopmeier), and to allow limited special events at the Healing Garden such as a Soul Circle retreat and Healing Circle for Women); Site Plan to approve the Healing Garden layout and site changes, specifically, for accessory structures and paved walking path areas, on the Conservancy for Healing and Heritage property (in the vicinity of the existing chapel) immediately north of, and partially extending onto the Wheaton Franciscan Healthcare property at 7410 West awson Avenue [this project includes the construction of numerous accessory structures,

Franklin Plan Commission Agenda 6/20/19 Page 2

including, but not limited to, gazebos, arbors, paved and unpaved trails with boardwalks and observation decks, benches, gardens, a pier on Kopmeier Lake, and associated signage and lighting], property located at 6941 South 68th Street (and including as described above), zoned Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center); Tax Key No. 743-8978-006.

E. Adjournment

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

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

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

REMINDERS:

Next Regular Plan Commission Meeting: July 18, 2019

unapproved

City of Franklin Plan Commission Meeting June 6, 2019 Minutes

A. Call to Order and Roll Call

Mayor Steve Olson called the June 6, 2019 regular Plan Commission meeting to order at 7:00 p.m. in the Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

Present were Commissioners Patricia Hogan, Adam Burckhardt, David Fowler and Kevin Haley, Alderman Mark Dandrea and City Engineer Glen Morrow. Also present were Planning Manager Joel Dietl and City Attorney Jesse Wesolowski.

B. Approval of Minutes

1. Regular Meeting of May 23, 2019.

Commissioner Hogan moved and Commissioner Fowler seconded approval of the May 23, 2019 minutes of the regular meeting of the Plan Commission with the correction to the motion in section D.1. as noted. On voice vote, all voted 'aye'. Motion carried (6-0-0).

C. Public Hearing Business Matters

1. ACTION PDR, INC., A RESIDENTIAL PROPERTY DAMAGE REPAIR CONTRACTOR, FIRE AND WATER DAMAGE REPAIR

BUSINESS. Special Use application by Justin Johnson, President of Action PDR, Inc., a residential property damage repair contractor, to operate a fire and water damage repair business, primarily for insurance companies, out of an existing 1,700 square foot structure (900 square feet will be warehouse use and 800 square feet will be office use; employee vehicles will be parked outside at the front of the building (3/4 ton pick-up trucks and cargo vans)), with hours of operation from 7:00 a.m. to 6:00 p.m. weekdays, occasional Saturdays, and any time emergency repair work is required, property zoned M-1 Limited Industrial District, located at 10700 West Venture Drive, Suite F; Tax Key No. 705-8989-011. venue; Tax Key No. 704-9990-003. Planning Manager Joel Dietl presented the request by Justin Johnson, President of Action PDR, Inc., a residential property damage repair contractor, to operate a fire and water damage repair business, primarily for insurance companies, out of an existing 1,700 square foot structure (900 square feet will be warehouse use and 800 square feet will be office use; employee vehicles will be parked outside at the front of the building (3/4 ton pick-up trucks and cargo vans)), with hours of operation from 7:00 a.m. to 6:00 p.m. weekdays, occasional Saturdays, and any time emergency repair work is required, property zoned M-1 Limited Industrial District, located at 10700 West Venture Drive, Suite F.

The Official Notice of Public Hearing was read in to the record by Planning Manager Joel Dietl and the Public Hearing was opened at 7:05 and closed at 7:15.

Commissioner Burckhardt moved and Commissioner Haley seconded a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for a residential property damage repair business performing fire and water damage repairs use upon property located at 10700 West Venture Drive, Suite F. On voice vote, all voted 'aye'. Motion carried (6-0-0).

D. Business Matters

1. WYNDHAM HOMES LAND

DIVISION. Certified Survey Map application by Wyndham Homes LLC, to divide an existing approximately 4.97 acre property into two separate lots (Lot 1, with an existing single-family residence (which will be razed), will be approximately 2.48 acres and Lot 2 will be approximately 2.48 acres), property located at 3031 West Forest Hill Avenue, zoned R-3 Suburban/Estate Single-Family Residence District; Tax Key No. 832-9901-000.

C. Public Hearing Business Matters

2. UNITED STATES CELLULAR OPERATING COMPANY LLC INSTALLATION OF A TELECOMMUNICATIONS TOWER MONOPOLE AT ANDY'S GAS STATION. Special Use

application by United States Cellular Operating Company LLC, to allow for the installation of a 125 foot monopole tower at Andy's gas station. The lease area (approximately 3,600 square feet (which includes a 2,304 square foot fenced compound), located in the northwest corner of the property) will consist of a gravel surface and will include a chain-link fence, the tower and ground equipment, and a 30 foot wide United States Cellular Access and Utility Easement is also proposed adjacent to the lease area located at 5120 West Ryan Road, property zoned **B-3** Community Business District, bearing Tax Key No. 882-9999-002.

Planning Manager Joel Dietl presented the request by Wyndham Homes LLC, to divide an existing approximately 4.97 acre property into two separate lots (Lot 1, with an existing single-family residence (which will be razed), will be approximately 2.48 acres and Lot 2 will be approximately 2.48 acres), property located at 3031 West Forest Hill Avenue, zoned R-3 Suburban/Estate Single-Family Residence District.

Commissioner Fowler moved and Alderman Dandrea seconded a motion to recommend approval of a Resolution conditionally approving a 2 lot Certified Survey Map, being a part of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin (3031 West Forest Hill Avenue). On voice vote, all voted 'aye'. Motion carried (6-0-0).

Planning Manager Joel Dietl presented the request by United States Cellular Operating Company LLC, to allow for the installation of a 125 foot monopole tower at Andy's gas station. The lease area (approximately 3,600 square feet (which includes a 2,304 square foot fenced compound), located in the northwest corner of the property) will consist of a gravel surface and will include a chain-link fence, the tower and ground equipment, and a 30 foot wide United States Cellular Access and Utility Easement is also proposed adjacent to the lease area located at 5120 West Ryan Road, property zoned B-3 Community Business District.

The Official Notice of Public Hearing was read in to the record by Planning Manager Joel Dietl and the Public Hearing was opened at 7:25 and closed at 7:40

Commissioner Fowler moved and Alderman Dandrea seconded a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use to allow for the installation of a 125 foot telecommunications tower monopole at Andy's Gas Station property located at 5120 West Ryan Road, bearing Tax Key No. 882-9999-002 subject to revision of condition number 12 to add, "and the currently disturbed areas outside the fenced in areas shall be returned to turf", and technical corrections by staff pertaining to standard special use provisions regarding adverse impacts and the state preemptions set forth in State Statutes 66.4004. On voice Adjournment

vote, all voted 'aye'. Motion carried (6-0-0).

Commissioner Hogan moved and Commissioner Haley seconded a motion to adjourn the Plan Commission meeting of June 6, 2019 at 7:55 p.m. All voted 'aye'; motion carried. (6-0-0).

🇊 CITY OF FRANKLIN 🐠

REPORT TO THE PLAN COMMISSION

Meeting of June 20, 2019

Site Plan Amendment

RECOMMENDATION: City Development Staff recommends approval of the Site Plan Amendment Application for American Tower to expand the fenced compound area and to accommodate installation of an equipment shelter and a diesel generator at the existing tower located at 5572 West Airways Avenue, subject to the conditions in the draft resolution.

Project Name:	American Tower Compound Expansion
Project Address:	5572 West Airways Avenue
Property Owner:	City of Franklin
Applicant:	American Tower Asset Sub, LLC
Agent:	John W. Burchfield of LCC Telecom Services
Current Zoning:	M-1 Limited Industrial District
2025 Comprehensive Master Plan:	Industrial
Use of Surrounding Properties:	Industrial to the north, south and west and PDD No. 18 to the east
Action Requested:	Approval of the Site Plan Amendment Application

INTRODUTION & BACKGROUND

On December 12, 2018, American Tower filed a Site Plan Amendment Application with the Department of City Development, requesting approval to expand the fenced compound area and to accommodate installation of an equipment shelter and a diesel generator at the existing 150'-0" monopole tower located at 5572 West Airways Avenue.

It can be noted that the Common Council, at its October 2, 2018 meeting, approved Resolution No. 2018-7427, a Resolution to Sign Second Amendment to Lease Agreement with American Tower L.P. at 5572 W. Airways Avenue, reflecting an approximately 800 square foot enlargement of the fenced compound area on city-owned land.

PROJECT DESCRIPTION

The applicant is proposing to: expand the fenced compound area by approximately 800 square feet on the west side of the existing compound area; add a 6-foot tall fence topped with barbed wire around the new compound area; place a new equipment shelter and diesel generator within the new compound area; and remove the existing equipment shelter and diesel generator within the existing compound area.

Please note that:

- The applicant is proposing a barbed wire fence around the expanded compound area. Barbed wire fences are only allowed when specifically approved by the Plan Commission per Section 15-3.0803C.2.d. of the UDO.
- The applicant is not proposing any landscaping. Section 15-3.0805E.11. of the UDO requires landscaping for cell towers, and prior Special Use Amendments and Site Plan

Amendments associated with the subject cell tower required landscaping on the southwest corner of the existing compound area. However, it appears that the landscaping was removed and not replaced when the adjacent addition to the Franklin Sewer & Water Utility building was constructed in 2015.

• The applicant is not proposing to remove any structures from, or place the new structures outside, the 15' rear yard setback. However, it can be noted that the original cell tower approval (Special Use Resolution No. 1999-4901, and subsequent Special Use Amendments and Site Plan Amendments) did not require the existing structures to be located outside the rear yard setback.

STAFF RECOMMENDATION

City Development Staff recommends approval of the Site Plan Amendment for American Tower to expand the fenced compound area and to accommodate installation of an equipment shelter and a diesel generator at the existing 150'-0" monopole tower located at 5572 West Airways Avenue, subject to the conditions in the draft resolution.

STATE OF WISCONSIN

CITY OF FRANKLIN PLAN COMMISSION

RESOLUTION NO. 2019-____

A RESOLUTION AMENDING THE SITE PLAN FOR THE PROPERTY LOCATED AT 5572 WEST AIRWAYS AVENUE TO EXPAND THE FENCE COMPOUND AT THE FOOT OF THE CELL TOWER TO ACCOMMODATE INSTALLATION OF AN EQUIPMENT SHELTER AND A DIESEL GENERATOR (TAX KEY NO. 899-9990-068) (AMERICAN TOWER ASSET SUB, LLC, BY AGENT JOHN W. BURCHFIELD OF LCC TELECOM SERVICES, APPLICANT)

WHEREAS, American Tower Asset Sub, LLC, by Agent John W. Burchfield of LCC Telecom Services, having applied for an amendment to the Site Plan for the property located at 5572 West Airways Avenue, such Site Plan having been previously approved as part of a Use approval on August 3, 1999, by Resolution No. 99-4901, and a Site Plan having been approved thereafter on November 30, 2000, by Resolution No. 2000-12, and Use amendments having been approved on June 8, 2004 by Resolution No. 2004-5712, June 20, 2006, by Resolution No. 2006-6115, August 1, 2006, by Resolution No. 2006-6139 and on March 18, 2008, by Resolution No. 2008-6416 and an amendment to the Site Plan having been approved on May 17, 2012, by Resolution No. 2012-006; and

WHEREAS, such amendment proposes expansion of the fence compound at the foot of the cell tower located at 5572 West Airways Avenue, to accommodate the expanded lease area which will provide space for the installation of an approximately 11 foot 6 inch by 22 foot equipment shelter for Verizon Wireless and a diesel generator on a 4 foot by 12 foot concrete pad (surface of the interior of the lease space and approximately 1 foot outside the fenced area will be gravel), and the Plan Commission having reviewed such proposal and having found same to be in compliance with and in furtherance of those express standards and purposes of a Site Plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan for the property located at 5572 West Airways Avenue (American Tower Asset Sub, LLC), City file-stamped May 21, 2019, as submitted by American Tower Asset Sub, LLC, by Agent John W. Burchfield of LCC Telecom Services, as described above, be and the same is hereby approved, subject to the following conditions:

1. American Tower Asset Sub, LLC, by Agent John W. Burchfield of LCC Telecom Services, 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

AMERICAN TOWER ASSET SUB, LLC, BY AGENT JOHN W. BURCHFIELD OF LCC TELECOM SERVICES - SITE PLAN AMENDMENT RESOLUTION NO. 2019-____ Page 2

Franklin, including fees of consults to the City of Franklin, for the Verizon Wireless fence compound expansion to accommodate the installation of an equipment shelter and diesel generator project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

- 2. The approval granted hereunder is conditional upon American Tower Asset Sub, LLC, by Agent John W. Burchfield of LCC Telecom Services and the Verizon Wireless fence compound expansion to accommodate the installation of an equipment shelter and diesel generator project for the property located at 5572 West Airways 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.
- 3. The Verizon Wireless fence compound expansion to accommodate the installation of an equipment shelter and diesel generator project shall be developed in substantial compliance with the plans City file-stamped May 21, 2019.
- 4. The barbed wire fence for the expanded compound area, as depicted in the plans City file-stamped May 21, 2019, is herein approved.
- 5. The applicant shall prepare a landscape plan for the southwest corner of the revised compound area, for review and approval by the Department of City Development, and install such landscaping during construction of the subject compound area expansion.

6. [other conditions, etc.]

BE IT FURTHER RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Verizon Wireless fence compound expansion to accommodate the installation of an equipment shelter and diesel generator as depicted upon the plans City file-stamped ______, 2018, attached hereto and incorporated herein, shall be developed and constructed within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin; and the Site Plan for the property located at 5572 West Airways Avenue (American Tower Asset Sub, LLC), as previously approved, is amended accordingly.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of ______, 2019.

AMERICAN TOWER ASSET SUB, LLC, BY AGENT JOHN W. BURCHFIELD OF LCC TELECOM SERVICES - SITE PLAN AMENDMENT RESOLUTION NO. 2019-____ Page 3

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this ______ day of ______, 2019.

APPROVED:

Stephen R. Olson, Chairman

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



5572 W. Airways Ave. TKN: 899 9990 068



Planning Department (414) 425-4024



NORTH 2017 Aerial Photo

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





AMERICAN TOWER CORPORATION/ VERIZON WIRELESS





AMERICAN TOWER®

APPLICATION FOR A MINOR SITE PLAN AMENDMENT FOR THE PROPOSED FIBER HUB

5572 W. AIRWAYS AVENUE FRANKLIN, WI 53132

ATC CRAN SITE - 50469 NIKE

Table of Contents

- 1. Letter of Application
- 2. Site Data Sheet
- 3. Application Materials
- 4. Legal Description
- 5. Summary of Project
- 6. Standards for Minor Site Plan Amendment Approval
- 7. Site Design
- 8. Review Notes

Letter of Application

May 23, 2019

Benjamin Kohout, AICP, Principal Planner City of Franklin 9229 W. Loomis Road Franklin, WI 53132

RE: Application for an Minor Site Plan Amendment American Tower Corporation - Nike 5572 W. Airways Avenue Franklin, WI 53132

Dear Mr. Kohout:

American Tower Corporation (ATC) is making this request for minor Site Plan Amendment pursuant to the City of Franklin's Unified Development Ordinance §15-7.0100. The proposed project is in an M-1 (Industrial) zoning district, at an already existing and permitted telecommunications site.

Please find attached and below responses to City Staff comments dated January 23, 2019 for the Site Plan Amendment Application submitted by ATC and date stamped by the City of Franklin on December 12, 2018. A copy of the City Staff comments can be found in the Review Notes section.

Unified Development Ordinance (UDO) Requirements -Site Plan

- 1. 7. Please see Review Notes section below.
- 8. Please see Summary of Project section below.

Staff Recommendations - Site Plan

- 1. Please see Summary of Project section below.
- 2. 6. Please see Review Notes section below .
- 7. Please see Summary of Project section below.
- 8. Please see Review Notes section below.

Project Summary

9. – 12. Please see Review Notes section below. For Item 10 please see Summary of Project section below.

Other

13. Please see attached copy of signed amendment lease agreement in Application Materials section below.

Engineering Staff Comments.

14. No response needed.

Fire Department Staff Comments

15. Please see Review Notes section below .

Police Department Staff Comments

16. No response needed.

Sincerely,

John Burchfield Project Manager LCC Telecom Services

Site Data Sheet

Applicant:	American Tower Corporation
	3500 Regency Parkway
	Suite 100
	Cary, NC 27518
Agent:	John Burchfield
	LCC Telecom Services
	10700 Higgins Road
	Suite 240
	Rosemont, IL 60018
Tower Owner:	American Tower Corporation
	3500 Regency Parkway
	Suite 100
	Cary, NC 27518
Applicant's Interest in the Property:	Leasehold
Property Owner:	City of Franklin
rioperty owner:	9229 West Loomis Road
	Franklin, WI 53132
Address of Property:	5572 W. Airways Avenue
	Franklin, WI 53132
Request:	Application for a minor Site Plan Amendment necessary to
	construct a expand the existing lease area at the identified site
	to allow the placement of a new shelter and generator at this site.

Contents:

- 1. Original Site Plan Amendment Application
- 2. Letter of Authorization for LCC on behalf of ATC
- 3. Lease Agreement between PrimeCo (predecessor-in-interest to ATC) and City of Franklin
- 4. Second Amendment to Lease Agreement Executed 10/16/18



Date of Application:

SITE PLAN / SITE PLAN AMENDMENT APPLICATION

Complete, accurate and specific information must be entered. <u>Please Print.</u>

Applicant (Full Legal Name[s]): Name:	Applicant is Represented by: (contact person)(Full Legal Name[s]) Name: John W. Burchfield	
Company: American Tower	Company: LCC Telecom Services	
Mailing Address: 3500 Regency Parkway Suite 100	Mailing Address: 10500 W Higgins Rd Suite 240	
City / State: Cary, NC Zip: 27518	City / State: Rosemont, IL Zip: 60018	
Phone: 919 469-0112	Phone: 224-567-6404	
Email Address: patrick.sweetman@americantower.com	Email Address: jburchfield@lcctelecom.com	
Project Property Information:		
Property Address: 5572 W Airways Ave, Franklin, WI	Tax Key Nos: 899 9990 068	
Property Owner(s): City of Franklin		
	Existing Zoning: M-1 Industrial / Comm. Tower - 5572	
Mailing Address: 9299 W. Loomis Road	Road Existing Use: Comm. Tower - 5572; 5550-5600 Sewer & Water	
City / State: Franklin, WI Zip: 53132	Proposed Use: Communication tower ground equipment	
Email Address: Joel Dietl <jdietl@franklinwi.gov></jdietl@franklinwi.gov>	Future Land Use Identification: No change	
*The 2025 Comprehensive Master Plan Future Land Use Map is availab	ole at: http://www.franklinwi.gov/Home/ResourcesDocuments/Maps.htm	
 information that is available.) Seven (7) folded full size, drawn to scale copies (at least 24" x 36") of only those plans/items as set forth in Section 15-7.0103, 15-7.0301 an development. (e.g., Site Plan, Building Elevations, Landscape Plan, Ou	csimiles and copies will not be accepted. $\neq LOA$ \downarrow_{000} \Box Tier 2: \$1000 (Lot size \leq 1 acre) I structures with no change to parking; or change to parking only). nat). adding description of any new building construction and site work, operty, site improvement costs, estimate of project value and any other i the Site Plan/Site Plan Amendment package. (The submittal should include and 15-5.0402 of the Unified Development Ordinance that are impacted by the totoor Lighting Plan, Natural Resource Protection Plan, etc.) Int package will be at Planning staff recommendation, if applicable. e Division 15-3.0500 of the UDO). e Section 15-7.0103Q of the UDO).	
•Site Plan/Site Plan amendment requests require Plan Commissio The applicant and property owner(s) hereby certify that: (1) all statements and oth of applicant's and property owner(s)' knowledge; (2) the applicant and property the applicant and property owner(s) agree that any approvals based on represer issued building permits or other type of permits, may be revoked without notice execution of this application, the property owner(s) authorize the City of Franklin a.m. and 7:00 p.m. daily for the purpose of inspection while the application is und been posted against trespassing pursuant to Wis. Stat. §943.13. (<i>The applicant's signature must be from a Managing Member if the business is</i> <i>signed applicant's authorization letter may be provided in lieu of the applican</i> <i>provided in lieu of the property owner's signature[s] below. If more than one, all</i>	n or Community Development Authority review and approval. her information submitted as part of this application are true and correct to the best owner(s) has/have read and understand all information in this application; and (3) ntations made by them in this Application and its submittal, and any subsequently e if there is a breach of such representation(s) or any condition(s) of approval. By and/or its agents to enter upon the subject property(ies) between the hours of 7:00 der review. The property owner(s) grant this authorization even if the property has an LLC, or from the President or Vice President if the business is a corporation. A ht's signature below, and a signed property owner's authorization letter may be	
Signature - Property Owner	Signature - Applicant Fold - an phif of ATC.	

Name & Title (PRINT)

Name & Title (PRINT)

Date:

Signature - Property Owner

Date:	-	

onerty Owner

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Signature - Applicant	in chilf of ATC
Name & Title (PRINT)	11 6 120/19
ARPA	Date: 11 22 28 18
Signature - Applicant's Representative	- Project Manager
Name & Title (PRINT)	Date: 11/28/18



LETTER OF AUTHORIZATION

SITE NO: 50469

Site Name: Nike

ADDRESS: 5600 W Airways Ave., Franklin, WI 53132-9110

I, Margaret Robinson, Senior Counsel, US Tower Division on behalf of American Tower*, owner of the tower facility located at the address identified above (the "Tower Facility"), do hereby authorize John Burchfield to act as American Tower's non-exclusive agent for the purpose of filing and securing any zoning, land-use, building permit and/or electrical permit application(s) and approvals of the applicable jurisdiction for and to conduct the construction of the installation of antennas and related telecommunications equipment on the Tower Facility located at the above address. This installation shall not affect adjoining lands and will occur only within the area leased by American Tower.

American Tower understands that the application may be denied, modified or approved with conditions. The above authorization is limited to the acceptance by American Tower of conditions related to American Tower's installation. Any such conditions of approval or modifications will not be effective unless approved in writing by American Tower.

The above authorization does not permit John Burchfield to modify or alter any existing permit(s) and/or zoning or land-use conditions or impose any additional conditions unrelated to American Tower's installation of telecommunications equipment without the prior written approval of American Tower.

Signature:

Margaret Robinson, Senior Counsel US Tower Division

NOTARY BLOCK

COMMONWEALTH OF MASSACHUSETTS County of Middlesex

This instrument was acknowledged before me by Margaret Robinson, Senior Counsel of American Tower (Tower Facility owner), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal, this Hay of November, 2018.

NOTARY SEAL

GERARD & HEFFRON Notary Public Commonivealth of Massachusetts My Commission Expires August 9, 2024

Notary Public

My Commission Expires: 3/9/24ver Asset Sub, LLC and any of its affiliates or

American Tower as used herein is defined as American Tower Asset Sub, LLC and any of its affiliates or subsidiaries.



LETTER OF AUTHORIZATION

SITE NO: 50469

Site Name: Nike

ADDRESS: 5600 W Airways Ave., Franklin, WI 53132-9110

I, Margaret Robinson, Senior Counsel, US Tower Division on behalf of American Tower*, owner of the tower facility located at the address identified above (the "Tower Facility"), do hereby authorize John Burchfield to act as American Tower's non-exclusive agent for the purpose of filing and securing any zoning, land-use, building permit and/or electrical permit application(s) and approvals of the applicable jurisdiction for and to conduct the construction of the installation of antennas and related telecommunications equipment on the Tower Facility located at the above address. This installation shall not affect adjoining lands and will occur only within the area leased by American Tower.

American Tower understands that the application may be denied, modified or approved with conditions. The above authorization is limited to the acceptance by American Tower of conditions related to American Tower's installation. Any such conditions of approval or modifications will not be effective unless approved in writing by American Tower.

The above authorization does not permit John Burchfield to modify or alter any existing permit(s) and/or zoning or land-use conditions or impose any additional conditions unrelated to American Tower's installation of telecommunications equipment without the prior written approval of American Tower.

· /na

Signature:

Margaret Robinson, Senior Counsel **US** Tower Division

NOTARY BLOCK

COMMONWEALTH OF MASSACHUSETTS County of Middlesex

This instrument was acknowledged before me by Margaret Robinson, Senior Counsel of American Tower (Tower Facility owner), personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same.

WITNESS my hand and official seal, this Hd day of November, 2018.

NOTARY SEAL



Notary Public , My Commission Expires:

American Tower as used herein is defined as American Tower Asset Sub, LLC and any of its affiliates or 7 subsidiaries.

140707-8

SITE AGREEMENT

This Site Agreement ("Agreement") , (ered into this ______ day of _____, 1999, by and _______ between City of Franklin. Wisconsin ("Owner"). whose address 9229 W. Loomis Rd., Franklin WI 53132 in the County of Milwaukee, and PrimeCo Personal Communications Limited Partnership, a Delaware limited partnership, whose address is One Pierce Place, Suite 1100, Itasca, IL 60143 ("PrimeCo"), provides for the granting and leasing of certain property interests on the following terms:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PROPERTY.** The Owner hereby leases and grants to PrimeCo the following interests in property, in. upon, under, across and through the Owner's real property ("Owner's Property");

IMPROVED REAL ESTATE

- Building exterior and/or interior space for attachment of antennas
- Building exterior and/or interior space for placement of equipment of approximately usable square feet
- Space required for cable runs to connect equipment and antennas
- Non-exclusive easements required to run utility lines and cables
- Non-exclusive easement across Owner's Property (hereinafter defined) for access

UNIMPROVED REAL ESTATE

- Real Property comprising approximately 2,400 square feet
- Non-exclusive easements required to run utility lines and cables
- Non-exclusive easements for vehicular ingress and egress across and over Owner's Property for access

located at 5550 Airways Avenue, Franklin, WI 53132, and legally described on the Exhibit "A" attached hereto and made a part hereof, and subject to the site drawing shown and depicted on the Exhibit "B", attached hereto and made a part hereof ("Premises"), for the installation of PrimeCo's wireless telecommunications equipment, including antennas and necessary ancillary facilities ("Communications Facility"). Site Name: Nike

Within ten (10) days of completion of the installation of the Communications Facility, or any part thereof, upon the exterior or roof of any structure or building of Owner Owner shall perform an inspection of the exterior or roof and notify PrimeCo in writing of any alleged damage resulting from such installation. In such PrimeCo agrees to meet with Owner within thirty (30) days of receipt of said written notice to evaluate such claim and the parties agree to diligently work to determine a course of action satisfactory to both parties. In the event Owner fails to so notify PrimeCo, said failure shall constitute a waiver by Owner of any claim or right it may have in regard to such alleged damage.

TERM. The initial term of this 2. Agreement shall be five (5) years, commencing on the date PrimeCo begins construction of PrimeCo's Communication Facility, which date shall be confirmed in the Estoppel Certificate. attached hereto as Exhibit "D", by the parties hereto ("Commencement Date"), and terminating on the last day before the fifth annual anniversary of the Commencement Date (the "Term"), unless otherwise terminated as provided hereinafter. This Agreement shall automatically be extended for four (4) successive five (5) year terms (the "Renewal Terms") on the same terms and conditions as set forth herein, unless PrimeCo notifies Owner in writing of its intention not to renew prior to commencement of the succeeding Renewal Term. This lease shall terminate automatically, if still in effect, upon the expiration of the twentyfifth year following the Commencement Date.

3. RENT.

A. PrimeCo shall pay Rent to Owner in annual payments in the amount of

("Rent") within thirty (30) days of the execution of the Estoppel Certificate by the parties hereto, and on each anniversary of the Commencement Date thereafter during the Term or any Renewal Term of this Agreement.

B. For any Renewal Term, the annual rent shall be:

Renewal Terms A

Annual Rent

312-407-7715

Years 6 -10 Years 11-15 Years 16-20 Years 21-25



4. USE. PrimeCo may use the Premises for the purpose of installing, repairing, removing, replacing, maintaining and operating a Communications Facility. Owner shall provide PrimeCo with twenty-four (24) hour, seven (7) day a week, year-around access to the Premises.

PrimeCo, its agents and contractors, are also granted the right to enter upon the Owner's Property and conduct such studies, at PrimeCo's expense, as PrimeCo deems necessary to determine the Premises' suitability for PrimeCo's Communications Facility. These studies may include, but not be limited to, surveys, soil tests, environmental assessments and radio wave propagation measurements. Owner shall assist PrimeCo in complying with zoning, building and land use regulations. Owner shall execute all documents required in furtherance of PrimeCo's intended use of the Premises.

PrimeCo shall deliver to Owner all plans and specifications for the Communications Facility for Owner's review and approval. Owner shall have 15 days after receipt of the plans and specifications in which to perform its review and provide written approval or comments to PrimeCo Failure by Owner to respond within the 15 day period shall be construed as approval of PrimeCo's plans and specifications. Owner's execution of this Agreement shall signify Owner's approval of the proposed location of the Communications-Facility on the Premises as shown on Exhibit "B", attached hereto. Owner's execution of this Agreement shall signify Owner's approval of the plans and specifications for, and the proposed location of, the Communications Facility on the Premises, subject to the Tower Ordinance and Resolution No. 99-4901 passed by the City of Franklin, the terms of which Ordinance and Resolution are incorporated herein and made a part hereof and which terms shall prevail in any conflict with this Agreement.

Additionally, Owner hereby grants and conveys to PrimeCo, its successors, licensees and assigns, for so long as PrimeCo's Communications Facility is located on the Premises, a non-exclusive construction

easement in, on, along through and across that portion of Owner's Property adjacent to the Premises (the "Construction Easement") as reasonably necessary for the purpose of operating, maintaining, repairing, relocating, replacing and removing the Communications Facility ("Work"). Owner also hereby grants and conveys to PrimeCo, its successors, licensees and assigns, to the extent reasonable necessary for PrimeCo's performance of the Work, the right and privilege to store materials, tools, machinery, equipment and excavated soil ("Material") during such period or periods as may be necessary, form time to time. In no event shall such Materials be stored on or in the Construction Easement for more than sixty (60) days at a time. Notwithstanding the foregoing, Owner expressly reserves to itself, its lessees licensees, grantees, successors and assigns, the right to use the Construction Easement, so long as such use does not obstruct or interfere with the easement rights granted to PrimeCo herein. PrimeCo agrees to restore, at its sole cost and expense, the Construction Easement as close as reasonably possible to its former condition after each use by PrimeCo of the Construction Easement. Furthermore, the parties hereto agree that upon the termination of the Agreement, the Construction Easement granted and conveyed herein, shall cease and terminate.

5. TAXES. PrimeCo shall pay all personal property taxes assessed against the Communications Facility. Owner shall timely pay all real property taxes and assessments against the Owner's Property, if any, and agrees to provide PrimeCo with paid receipts as evidence of such payment, if requested.

6. **UTILITIES.** All cost and expense directly associated with utility and other services to the Communications Facility shall be PrimeCo's responsibility. Owner agrees to cooperate with PrimeCo in its efforts to obtain utilities from any location provided by Owner or the servicing utility. PrimeCo shall cause all its utilities to be either separately metered or sub-metered.

7. PERSONAL PROPERTY AND REMOVAL OF COMMUNICATIONS FACILITY. PrimeCo agrees to remove its Communications Facility, from the Premises upon the expiration or termination of this Agreement. PrimeCo also agrees that the Premises shall be restored, reasonable wear and tear excepted, and except for loss by casualty or other cause beyond PrimeCo's control, within thirty (30) days of the expiration or termination of this Agreement. PrimeCo shall remove all foundations to a depth of two feet (2') below ground level. The Communications Facility shall remain the personal property of PrimeCo, and shall not be deemed to be permanently attached or affixed to the Premises. The Communications Facility shall be the sole responsibility of PrimeCo.

8. *INSURANCE*. PrimeCo shall procure and maintain, at its sole cost during the term of this Agreement, commercial general liability insurance insuring PrimeCo and Owner against liability for personal injury. death or damage to personal property arising out of the use of the Premises by PrimeCo. Such insurance, not subject to cancellation or amendment without thirty (30) days prior written notice to Owner, shall provide coverage in an amount not less than.

or death to one or more persons and in an amount of not less than

be added to the policy as an additional insured. PrimeCo reserves the right to satisfy the insurance requirements herein through self insurance.

Owner shall procure and maintain, at its sole cost during the term of this Agreement, general liability insurance insuring Owner and PrimeCo against liability for personal injury, death or damage to personal property arising out of its ownership, use and management of the Owner's Property by Owner or its agents with combined single limits of not less than

Owner fails to procure and maintain the required insurance coverage during the term of this Agreement, PrimeCo shall have the right, in addition to the right contained in Section 9 herein below, to collect any such amounts from Owner which would have been recoverable if such general liability insurance had been in place.

Notwithstanding anything in this Agreement to the contrary, each party releases the other party from all liability, whether for negligence or otherwise, in connection with a loss covered by any policy(s) which the releasing party carries with respect to the Premises or the Owner's Property, but only to the extent that such loss is collected under such insurance policy(s). Any policy required to be obtained pursuant to this Section shall contain a Waiver of Subrogation in favor of the other party hereto; provided, however, no provision of this paragraph shall be valid if it would cause a loss of coverage or void any coverage under any policy in effect upon such claim for liability pursuant to its terms.

9. INDEMNITY.

PrimeCo-agrees to indemnify and Α. hold Owner harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of PrimeCo's occupancy of the Premises, or its use___installation__or__maintenance__of__the Communications Facility excepting the acts. omissions_nealigence_or_misconduct_of_Owner or Owner's employees or agents PrimeCo agrees to indemnify, and hold Owner harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of PrimeCo's use or occupancy of the Premises, or its conduct upon the easements granted under this Agreement, or any conduct upon Owner's Property, excepting the acts omissions, negligence or misconduct of Owner, or Owner's employees, agents or contractors.

Owner-agrees-to-indemnify. Β. defend and hold PrimeCo, its directors, officers, employees, agents and affiliates harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the current condition, use and/or occupancy of the Premises and the Owner's Property by Owner or Owner's employees, agents, contractors, subcontractors or invitees or the acts, omissions, negligence or misconduct of any of them. Owner agrees to indemnify, and hold PrimeCo harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss which arise out of Owner's use or occupancy of the Premises, or its conduct upon the easements granted under this Agreement, or any conduct upon Owner's Property, excepting the acts, omissions, negligence or misconduct of PrimeCo, or PrimeCo's employees, agents or contractors.

10. CONDITION OF PROPERTY. COMPLIANCE WITH LAW. Owner represents that Owner's Property (including, without limitation, the location for the Communications Facility) and all improvements thereto, are in and shall remain in compliance with all applicable building, life safety, disability and other laws, ordinances, rules and regulations of any governmental or quasi-governmental authority. PrimeCo agrees that, subject to Owner's compliance with the terms of this paragraph, any improvements constructed by PrimeCo on the Premises and all of the operations of PrimeCo within the Premises shall be in compliance with all applicable laws, ordinances, rules and regulations.

11. TERMINATION. This Agreement may be terminated by PrimeCo at any time, in its sole discretion, by giving written notice thereof to Owner not less than 30 days prior to the Commencement Date. In addition, this Agreement may be terminated by PrimeCo, upon giving written notice to Owner, if: (a) PrimeCo cannot obtain or is unable to renew any permit. license, easement or other approval ("Approval") required for PrimeCo's use of the Premises, whether by cancellation, expiration lapse, withdrawal or termination; (b) Owner fails to execute a requested non-disturbance agreement or subordination agreement; (c) Owner does not have a legally sufficient ownership interest in the Premises, or authority to enter into this Agreement; (d) PrimeCo determines that the Owner's Property contains hazardous substances; or (e) PrimeCo determines that the Property is not appropriate for its operations for economic or technological reasons. Upon such termination. Owner shall promptly refund to PrimeCo any prepaid rent for the unused portion of the current lease term. Owner may terminate this agreement at any time forthwith, following a breach by PrimeCo, its successors or assigns, of any term of this Agreement or failure to comply with all applicable laws, ordinances, rules and regulations and the failure by PrimeCo to fully cure such default pursuant and subject to, with paragraph 18 below.

12. HAZARDOUS SUBSTANCES. Owner represents and warrants that a) no portion of the

Premises constitutes protected wetland or any similar environmentally critical area, b) no Hazardous Substances, as defined herein below, are located in, upon or under the Premises, and c) no petroleum products are now or (to the best of Owner's knowledge) have in the past been stored (whether in tanks or otherwise) on or under the Premises or on other lands owned by Owner and immediately next to the Premises. For purposes of this provision. "Hazardous Substances" includes anv substance identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation. Owner and PrimeCo each represent and covenant to the other that neither will cause contamination of the Premises by any Hazardous Substances brought in or upon the Premises or on adjacent lands. Each party to this Agreement agrees to indemnify and hold the other harmless from any cost, liability or expense (including without limitation, cost of cleanup or fines, reasonable attorney fees, and court or administrative proceedings) incurred by the other on account of contamination of the Premises by any hazardous Substance. Owner and PrimeCo acknowledge receipt of the November 1990 Contamination Evaluation Former Nike Battery M-54 Franklin, Wisconsin prepared by IT Corporation, its contents and follow up conclusions prepared by TN - & Associates for United States Army Corps of Engineers-Omaha District.

CASUALTY. If all or any portion of the 13. Owner's Property or the Communications Facility is damaged by any Casualty, as hereinafter defined, the Owner agrees to give PrimeCo written notice thereof within ten (10) days of the occurrence of such Casualty. If such Casualty affects PrimeCo 's ability to use the Premises or the Communications Facility, in PrimeCo's sole determination, this Agreement shall terminate as of the date of the Casualty if PrimeCo gives Owner written notice of termination within thirty (30) days after PrimeCo's receipt of any Casualty notice from Owner. Notwithstanding the foregoing, PrimeCo shall have the right, but not the obligation, to elect that Owner restore the Premises to a condition that is reasonably acceptable to PrimeCo and which will allow for the repair, replacement, restoration and continued operation of the Communications Facility, provided Owner has casualty insurance proceeds covering such restoration available. PrimeCo

shall give Owner written notice of its exercise of this election within thirty (30) days of receipt of any notice of Casualty, as provided for herein. "Casualty" shall include damage to or the destruction of the Owner's Property by vandalism, vehicles, aircraft, riot or civil commotion, fire, lightning, windstorm, tornado, hailstorm, flood, or earthquake.

14 CONDEMNATION. In the event that all or any portion of Owner's Property is taken or condemned by any competent governmental or guasi-governmental authority, or voluntarily conveyed by Owner, for any public use or purpose, this Agreement shall terminate upon the date when possession of the part so taken or conveyed shall be required for such use or purpose. Each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither party shall have any interest in any award granted to the other. In the event of such a taking, the rental shall be prorated to the date of possession, and any prepaid rent shall be promptly repaid to PrimeCo.

15 WAIVER OF LANDLORD'S LIEN. To the extent permitted by law, Owner hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communications Facility, or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, regardless whether or not the same is deemed real or personal property under any applicable law, ordinance, rule or regulation, except as may be had upon any judgement for damages as may result from any breach of this Agreement.

QUIET ENJOYMENT. PrimeCo shall. 16. upon payment of Rent, peaceably and quietly have, hold and enjoy the Premises. Owner, or any person claiming by, through or under the Owner, shall not cause or permit any use of Owner's Property which interferes with or impairs the quality of the communications services being rendered by PrimeCo from the Except in cases of emergency, Premises. Owner shall not have access to the Communications Facility unless accompanied by PrimeCo personnel. Additionally, Owner hereby agrees that it will not use, or allow to be used, any of its property adjacent or appurtenant to the

Owner's Property in such a way as to interfere with, hinder or obstruct PrimeCo's use of the Premises or the Communications Facility, in PrimeCo's reasonable determination.

SUBORDINATION and 17 NON-At Owner's option, this DISTURBANCE. Agreement shall be subordinate to any mortgage by Owner which, from time to time. may encumber all or any part of the Premises: provided that every such mortgagee shall recognize (in writing and in a form acceptable to counsel for PrimeCo) the validity of this Agreement in the event of a foreclosure of Owner's interest and also the right of PrimeCo to remain in occupancy and have access to the Premises as long as PrimeCo is not in default under this Agreement. PrimeCo shall execute whatever instruments may reasonably be required to evidence this subordination. If, as of the date of execution of this Agreement, there is any mortgage, deed of trust, ground lease or other similar encumbrance affecting Owner's Property, Owner agrees to use commercially reasonable best efforts in cooperating with PrimeCo in obtaining from the holder of such encumbrance an agreement that PrimeCo shall not be disturbed in its possession, use and enjoyment of the Premises.

18. DEFAULT. Except as may be expressly limited herein. Owner and PrimeCo shall each have all such remedies for the default of the other party hereto as may be provided at law or in equity, following written notice of such default and failure by the defaulting party to cure the same within thirty (30) days of said notice. Notwithstanding the foregoing, this Agreement may not be terminated if the defaulting party commences action to cure the default within 30 days and proceeds with due diligence to fully cure the default.

19. MISCELLANEOUS.

A. Owner represents and warrants that Owner has full authority to enter into and sign this Agreement. If the Premises is held in a trust, the Owner shall execute a written direction to cause the Trustee to execute this Agreement and other required documents as deemed necessary by PrimeCo. B. This Agreement may be signed in counterparts by the parties hereto.

C. The terms and conditions of this Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and PrimeCo. However the rights, conditions, covenants and obligations granted or reserved hereunder shall not be construed to benefit any third party which is not specifically made a party to this Agreement by written agreement of the parties hereto.

D. The prevailing party in any action or proceeding to enforce the terms of this Agreement shall be entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the nonprevailing party.

E. Before the Commencement Date, Owner shall execute, acknowledge and deliver to PrimeCo for recording a Memorandum of Agreement ("Memorandum") in the form of Exhibit "C" attached hereto and made a part hereof. Owner hereby grants PrimeCo the right to insert the Effective Date of this Agreement into the Memorandum after execution of the Memorandum. Additionally, Owner agrees to execute and deliver to PrimeCo an Estoppel Certificate in the form of Exhibit "D", attached hereto and made a part hereof, at the time of completion of the Communications Facility.

F. PrimeCo may assign this Agreement at any time without Owner's consent, as provided in the Special Use Permit, provided that the assignee assumes all obligations arising under this Agreement. PrimeCo may sublease any or all of the Communications Facility without Owner's consent, provided that the sublessee assumes all obligations arising under this Agreement. In the event of any other assignment Owner's consent shall not be unreasonably withheld, conditioned or delayed. In such event, the assignment shall not be valid unless the Owner approves a written assumption by any assignee of PrimeCo's obligations under this Agreement, the Tower Ordinance and Resolution No. 99-4901. Pursuant to the Tower Ordinance of the City of Franklin, PrimeCo is encouraged by Owner to sublease to additional users, and the parties agree that such subleasing is not in conflict with the assignment provisions in Resolution No. 99-4901.

G. Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by any nationally-recognized courier service to the address set forth beneath the signature of each party below. Any such notice shall be deemed given when deposited in the United States Mail or delivered to such courier service. Either party hereto may change the name and address to whom any notices sent under this Agreement shall be sent.

H. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. Venue for any dispute arising hereunder shall be the Circuit Court for Miwaukee County.

I. A maximum of twice during each calendar year during the term of this Agreement. Each party agrees to furnish to the other, within ten (10) days after written request, such truthful estoppel information as the requesting party may reasonably request.

J. This Agreement supersedes all prior discussions and negotiations, whether oral or written, and contains the full and complete agreement and understanding between Owner and PrimeCo. All Exhibits and Riders are incorporated herein by reference ۵۵۵۵۵۲ IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement on this lst day of , 1999.

OWNER

$\sim 1/1$
City of Frankin, Wisconsin By:
By:
Print Name: Patrick F. Murray
Its: Mayor
Date Executed:
Federal ID No

City of Franklin Board of Water Commissioners (acknowledging its consent to this Agreement)

By: Print Name: FARD Its: President Date Executed: 10/1

By: ARYĽ ы 16TERSAN Print Name:

Its: Secretary

Date Executed: 10/1

Franklin, WI 53132

City of Franklin, Wisconsin

Print Name: Sandra L. Claus

Date Executed: 10-1-99

Clerk

Address of Owner

9229 W. Loomis Rd.

lts:

By: Sandra L Claus

Telephone No.: 414-425-7500 Facsimile No.: 414 - 425-6428

PRIMECO

PRIMECO PERSONAL COMMUNICATIONS, Limited. Partnership, a Delaware limited partnership Bv: SIDER Print Name: NETWORK Jul Its: 30199 2 Date Executed:

Witnesses: Print Na CLINS 124 2. Print Name: C

7

Address of PrimeCo: PrimeCo Personal Communications, L.P. One Pierce Place Suite 1100 Itasca, Illinois 60143 Attn: Director of Site Acquisition

With copy to: PrimeCo Personal Communications, L.P. One Pierce Place Suite 1100 Itasca, Illinois 60143 Attn: Associate General Counsel

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Address of Owner Oity of Franklin 9229 W. Loomis Franklin, WI 53132 Attn: Mayor

With copy to:

(Document continues on next page)

LEGAL DESCRIPTION OF OWNER'S PROPERTY:

Parcel 2 of Certified Survey Map No. 6167, recorded on November 16, 1995 on Reel 3673, Images 897 through 899 as Document No. 7151543, being a Resubdivision of Parcel 1 of Certified Survey Map No. 5045 of a part of the SW 1/4 of the NW 1/4 of Section 26, Town 5 North, Range 21 East, City of Pranklin, County of Milwaukee, State of Wisconsin.

Tax Key No. 899-9990-066

: .

ADDRESS: 5550 W. AIRWAYS AVENUE

<u>Notes:</u>

The legal description is based on the Commitment for Title Insurance for Owner's Property, and is subject to revision where necessary by amendments to the Title Commitment, or as otherwise agreed upon in writing by the parties.

SKETCH AND DESCRIPTION OF PREMISES:

SEE ATTACHED

Notes:

- 1. This Exhibit may be replaced by a land survey of the Owner's Property, by Construction Drawings, or by other documents, at PrimeCo's sole cost and expense.
- 2. The Premises includes non-exclusive easements for ingress and egress across Owner's Property to the Premises, and utility lines and cables to service the Premises, which may or may not be shown on this Exhibit, the land survey, the Construction Drawings or other documents. Owner shall obtain, where necessary, easements across the property of other tenants and adjacent landowners or users where required to service the Premises. Access for rooftop Premises shall be by elevator, and where necessary by antenna locations, stairways, ladders and steps affixed to the building structure.
- 3. Access for tower Premises shall be over paved roads, where available, and over gravel or other surfaces, where necessary. in the most reasonably direct and convenient direction from the Premises to the paved surface.
- 4. Width of access easements shall be the width required by applicable governmental authorities, including police and fire departments.

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT ("Second <u>Amendment</u>") is made and entered into this <u>le</u> day of <u>OCTOBEE</u>, 201<u>8</u> (the "Effective Date") by and between **City of Franklin, Wisconsin,** ("Landlord"), and **American Tower, L.P.,** a Delaware limited partnership ("Tenant") as successor in interest to PrimeCo Personal Communications, L.P. (The Landlord and Tenant are collectively referred to herein as the "Parties").

RECITALS

- A. Landlord is the owner of that certain parcel of land (the "Parent Parcel") situated at or around 5572 W Airways Avenue, Franklin, in Milwaukee, Wisconsin and the Parties entered into that certain Site Agreement dated October 1, 1999 (the "Original Lease"), and further amended by the First Amendment to Lease Agreement dated December 29, 2016 (the "First Amendment, collectively the Lease") whereby, among other things, Tenant leases from Landlord a portion of the Landlord's property (the "Leased Premises") for the operation of a telecommunications facility. The Parent Parcel and Leased Premises are described, designated, and/or depicted at or on Exhibit A attached hereto and incorporated herein. Exhibit A may, with Landlords approval, be replaced by Tenant with a survey or surveys
- B. Landlord and Tenant desire to amend the terms of the Lease as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. <u>Ratification of the Leased Premises</u>. Landlord and Tenant hereby ratify and agree that the Landlord leases and/or grants to Tenant, and the Tenant Leases and/or receives from Landlord, the Leased Premises as described, designated and/or depicted at or on **Exhibit A** attached hereto.

2. Additional Ground Space.

a. Effective as of the Expansion Commencement Date (as defined below), Landlord hereby leases to Tenant approximately an additional eight hundred (800) square feet of land the "Additional Area") as described, designated and/or depicted at or on Exhibit B attached hereto and incorporated herein. The Tenant may use Additional Area in the same manner that Tenant is permitted to use the Leased Premises, including the right to install additional shelters, subject to all applicable building, zoning and/or other land use regulations and/or approvals. Landlord agrees to permit Tenant to use portions of the Parent Parcel immediately surrounding the Additional Area on a temporary basis provided that such use does not unreasonably interfere with Landlord's use of those portions and that such use shall only be for the access to the Additional Area and/or the construction and/or installation of equipment and other personal property at, on, or within the Additional Area, as may be reasonably necessary. Upon the Expansion Commencement Date, the Additional Area is hereby included as part of the Leased Premises leased and/or granted under the Lease as amended hereby. Exhibit B may, with Landlords approval, be replaced by Tenant with a survey describing, designating and/or depicting the actual legal description of the Additional Area.

cond Amendment to Lease Agreement

Franklin MAY 212019

Site Name: Nike American Tower Site # 50469

City Development

- b. The "Expansion Commencement Date" shall be the earlier of: (i) the date Tenant notifies Landlord in writing that Tenant elects to commence leasing the Additional Area; (ii) the date Tenant issues a written "Notice To Proceed" or similar document to a customer of the Tenant for the purpose of commencing such customer's installation of equipment at or on all or a portion of the Additional Area; (iii) the date that a customer of the Tenant actually commences to install, occupy and/or use such customer's equipment or other personal property at or on the Additional Area; or (iv) eighteen (18) months after the Effective Date of this Second Amendment.
- c. The Expansion Commencement Date shall be contingent on:
 - (i) Tenant entering into a binding lease with a customer of the Tenant for such customer's occupation of all or a portion of the Additional Area and Tenant and/or such customer obtaining all necessary certificates, permits, licenses, and other approvals that may be required by any federal, state, or local authority for such customer to occupy and operate on the Additional Area and Leased Premises; and
 - (ii) Tenant determining, at its sole discretion, that the status of title of Landlord as to the Additional Area is reasonably acceptable to Tenant; and
 - (iii) Tenant determining at its sole discretion that the Additional Area, Leased Premises and Parent Parcel are clear of any hazardous substances, which include any material or substance which is or becomes defined as a hazardous substance, pollutant, or contaminant, subject to reporting, investigation, or remediation pursuant to any federal, state, or local governmental authority, and any oil, or petroleum products or their by-products.

If any one of the above contingencies shall not be satisfied, then Tenant may, at any time prior to the Expansion Commencement Date, by written notice to Landlord, terminate this Second Amendment in its entirety and this Second Amendment shall then be null and void and of no further force and effect, provided however that this Subsection 2(d), along with Sections 1, 3, 4, 5, 7, 8 and 9 of this Second Amendment will otherwise survive and continue in full force and effect.

d. Commencing on the Expansion Commencement Date the total rent payable under the Lease as amended hereby shall be increased by a sum of per year. The Parties hereby acknowledge and agree that all applicable increases and escalations to the rent authorized pursuant to the Lease shall continue in full force and effect.

3. <u>Approvals</u>. Without limiting any of Tenant's other rights under the Lease, Landlord shall cooperate with Tenant, at no out-of-pocket expense to Landlord, in Tenant's efforts to obtain, maintain, renew and reinstate any and all of the certificates, permits, licenses, zoning, variances and other approvals which may be required from any federal, state or local authority for Tenant or Tenant's sublessees, licensees, and/or customers' occupation and/or use of the Leased Premises and/or Additional Area (collectively, the "*Approvals*"). Landlord agrees to execute within fifteen (15) days after receipt of a written request from Tenant any and all documents necessary, in Tenant's reasonable judgment, and in a form reasonably

acceptable to Tenant to allow Tenant and its sublessees, licensees, and/or customers to obtain, maintain, renew or reinstate the Approvals.

4. <u>Signage</u>. Without limiting any of Tenant's rights under the Lease, Tenant shall have the right, subject to all applicable building, zoning and/or other land use regulations and/or approvals, to install and maintain identifying signs and/or other signs required by any governmental authority on or about the Leased Premises and/or Additional Area, including any access road to the Leased Premises and/or Additional Area.

5. **Documentation**. Upon any permitted transfer or assignment of the Landlord's interest in this Lease, prior to Tenant's being obligated to make any rent or other payments to the successor Landlord, Landlord's successor will provide Tenant with a completed Internal Revenue Form W-9, or then equivalent form, and any other reasonably necessary documentation requested by Tenant in order to confirm such transfer of the Lease.

6. <u>Memorandum of Lease</u>. Upon request by Tenant, Landlord shall execute and deliver to Tenant a Memorandum(s) of Lease, reflecting this Second Amendment, in a form reasonably acceptable to Tenant and which is recordable in the jurisdiction in which the Parent Parcel situated. Landlord shall also complete and execute any other document required by the recording authority to be submitted in conjunction with the recording of any Memorandum(s) of Lease, including but not limited to transfer tax documents and sale disclosure forms. No executed Memorandum(s) of Lease entered into pursuant to this Section 6 shall be construed to control or govern this Second Amendment and/or the Lease nor shall it construed to be evidence of the intent of the Parties in relation to this Second Amendment and/or the Lease.

7. **<u>Ratification/Estoppel</u>**. Tenant and Landlord each hereby ratifies and confirms that the Lease is in full force and effect. Landlord represents and warrants that, as of the Effective Date, Tenant is not in default in the payment or performance of its obligations under the Lease and, to the best of Landlord's current knowledge, there is no existing condition that, although not presently a default, may result in a default under the Lease. Except as modified herein, the Lease and all the covenants, Leases, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed.

8. <u>Waiver of Certain Damages</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE TO THE OTHER FOR, AND LANDLORD AND TENANT HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES EXCEPT IN THE CASE OF THOSE DAMAGES RESULTING FROM AN INTENTIONAL ACT OF TENANT..

9. Entirety; Modification; Counterparts. This Second Amendment, together with the Lease, constitutes the entire agreement among the Parties regarding the Leased Premises and the Additional Area. Any amendment to this Second Amendment and/or the Lease must be in writing and signed and delivered by authorized representatives of the Parties in order to be effective. This Second Amendment will be governed by the laws of the state in which the Parent Parcel is situated. If any inconsistency exists or arises between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall prevail. This Second Amendment may be executed in any number of counterparts, each of which shall be an original, and which may be delivered via electronic means

including but not limited to email, but all of which taken together shall constitute one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Second Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Second Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Second Amendment and without the requirement that the unavailability of such original, executed counterpart of this Second Amendment first be proven.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Second Amendment as of the Effective Date written above.

LANDLORD:

City of Franklin Signature: April Print Name: Stephen R. Olson Title: Mayor Signature: Aandra Print Name: Sandra L. Wesolowski Title: City Clerk Signature: Print Name: Paul Rotzenberg Title: Director of Finance and Treasurer APPROVED AS TO FORM: Signature. Print Name: Josse A. Wesolowski Title: City Attorney STATE/COMMONWEALTHOF <u>WISCONSIN</u>)ss. COUNTY OF <u>MILWAUKEE</u>)

On the <u>16</u> day of <u>OCTOBER</u> in the year of 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared <u>sample Livescrouse</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the individual or the entity upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.

Signature: <u>Achereckes chluefn</u> My Commission Expires: <u>12/25/21</u> Commission Number: MILWAUKEE COUNTY, WISCONSIN



Second Amendment to Lease Agreement
TENANT:

WITNESSES:

American Tower, LAP. Signature: Print Name: Margaret Robinson Title: Senior Counsel

Signature: Print Name: KENWETH LEWER

Signature: Melissa Cyganiewirz

COMMONWEALTH OF MASSACHUSETTS COUNTY OF MIDDLESEX

WITNESS my hand and official seal. ROBERT L. BATISTE, JR Notary Public Notary Public Print Name: COMMONWEALTH OF MASSACHUSETTS My Commission Expires My commission expires: November 23, 2018

EXHIBIT A

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF PARENT PARCEL AND LEASED PREMISES*

PARENT PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MILWAUKEE, CITY OF FRANKLIN, STATE OF WISCONSIN AND IS DESCRIBED AS FOLLOWS: PARCEL 2 AS SHOWN ON PLAT ENTITLED "CERTIFIED SURVEY MAP NO. 6167," PREPARED BY GARY J. SMITH, L.S. 2195, DATED JULY 26, 1995, RECORDED NOVEMBER 16, 1995, IN BOOK 3673 PAGE 897. AND PARCEL 1 AS SHOWN ON PLAT ENTITLED "CERTIFIED SURVEY MAP NO. 5511," PREPARED BY RANDOLPH L. RAFALSKI, L.S. 1758, DATED JULY 31, 1990, RECORDED JANUARY 18, 1991, IN BOOK 2531 PAGE 1313. PARCEL ID #899-9990-068 THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO THE CITY OF FRANKLIN, A WISCONSIN MUNICIPAL CORPORATION FROM THE UNITED STATES OF AMERICA, IN A DEED DATED MAY 6, 1969, RECORDED MAY 28, 1969, IN BOOK 481 PAGE 326. AND THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO THE CITY OF FRANKLIN, A WISCONSIN MUNICIPAL CORPORATION FROM KRONES, INC., A WISCONSIN CORPORATION IN A DEED DATED SEPTEMBER 30, 2010 AND RECORDED OCTOBER 11, 2010 AS INSTRUMENT NO. 09924706.

LEASED PREMISES

PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897 OF MILWAUKEE COUNTY RECORDS LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-ONE (21) EAST. CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN CONTAINING 2400 SQUARE FEET (0.055 ACRES) OF LAND AND BEING DESCRIBED BY: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, THENCE ALONG THE EAST-WEST 1/4 SECTION LINE, N88°-31'-21" E A DISTANCE OF 1164.11 FEET TO A POINT; THENCE, N00°-21'-57" W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2; THENCE N00°-21'-57"W 221.74 FEET ALONG THE EAST LINE OF SAID PARCEL 2, THENCE S89°-35-36"W 32.10 FEET TO THE POINT OF BEGINNING: THENCE, ALONG THE SOUTH LINE OF SAID LEASE, S89°-35'-36" W FOR A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LEASE; THENCE, ALONG THE WEST LINE OF SAID LEASE, N00°-24'-24" W FOR A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID LEASE; THENCE, ALONG THE NORTH LINE OF SAID LEASE, N89°-35'-36" E FOR A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID LEASE; THENCE, ALONG THE EAST LINE OF SAID LEASE, S00°-24'-24" E A DISTANCE OF 40.00 FEET TO THE SOUTHEAST CORNER OF SAID LEASE AND THE POINT OF BEGINNING, BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

Franklin

MAY 2 1 2019

Second Amendment to Lease Agreement

City Development

Site Name: Nike American Tower Site # 50469 along with an Access and Utility Easement which is described as follows:

A 12 FEET WIDE INGRESS/EGRESS EASEMENT BEING PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, HAVING A CENTERLINE DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE N88°31'21"E A DISTANCE OF 1164.11 FEET; THENCE N00°21'57"W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2 AND THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE (PUBLIC); THENCE S88°20'10"W ALONG THE SAID RIGHT OF WAY A DISTANCE OF 108.64 FEET TO THE POINT OF BEGINNING; THENCE N01°37'50"W A DISTANCE OF 154.19 FEET; THENCE N20°14'37"E A DISTANCE OF 68.36 FEET: THENCE N89°35'36"E A DISTANCE OF 55.85 FEET THE EAST LINE OF THE ABOVE DESCRIBED LEASE AREA AND THE SOUTHERLY EXTENSION THEREOF AND THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE AND TERMINATE EAST LINE OF THE ABOVE DESCRIBED LEASE AREA AND THE SOUTHERLY EXTENSION THEREOF.

and

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE N88°31'21"E A DISTANCE OF 1164.11 FEET; THENCE N00°21'57"W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2 AND THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE (PUBLIC); THENCE CONTINUING N00°21'57"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 221.74 FEET; THENCE S89°3536"W A DISTANCE OF 32.10 FEET TO THE SOUTHEAST CORNER OF ATC LEASE AREA; THENCE CONTINUING \$89°35'36"W ALONG THE SOUTH LINE A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID ATC LEASE AREA AND THE POINT OF BEGINNING; THENCE \$20°14'37"W A DISTANCE OF 21.37 FEET; THENCE S89°35'36"W A DISTANCE OF 12.46 FEET; THENCE N00°24'24"W A DISTANCE OF 20.00 FEET; THENCE N89°35'36"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 325 SQUARE FEET OR 0.007 ACRES.

* The Parties agree that the headings used to denote the various portions of land described herein shall not restrict or otherwise indicate the intention of the parties in relation to the use of said various portions of land.

[END OF EXHIBIT A]

EXHIBIT B

DESCRIPTION AND DEPICTION OF ADDITIONAL AREA

Additional Area

BEING PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE N88°31'21"E A DISTANCE OF 1164.11 FEET: THENCE N00°21'57"W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2 AND THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE (PUBLIC); THENCE CONTINUING N00°21'57"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 221.74 FEET: THENCE S89°3536"W A DISTANCE OF 32.10 FEET TO THE SOUTHEAST CORNER OF ATC LEASE AREA; THENCE CONTINUING \$89°35'36"W ALONG THE SOUTH LINE A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID ATC LEASE AREA AND THE POINT OF BEGINNING: THENCE CONTINUING \$89°35'36"W A DISTANCE OF 20.00 FEET; THENCE N00°24'24"W A DISTANCE OF 40.00 FEET; THENCE N89°35'36"E A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID ATC LEASE AREA: THENCE S00°24'24"E ALONG THE WEST LINE OF SAID LEASE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 800 SQUARE FEET OR 0.018 ACRES.

[END OF EXHIBIT B]

Franklin

Site Name: Nike American Tower Site # 50469

Second Amendment to Lease Agreement

Second Amendment to Lease Agreement

Franklin MAY 2 1 2019 City Development

Site Name: Nike American Tower Site # 50469

Prepared by and Return to:

Attorney Robert Batiste American Tower 10 Presidential Way Woburn, MA 01801 ATC Site #50469 ATC Site Name: Nike Assessor Parcel # 899-9990-068

(Recorder's Use Above This Line)

AMENDED MEMORANDUM OF LEASE

This AMENDED MEMORANDUM OF LEASE ("Memorandum") is made and entered into as of the $\underline{//_{0} \#}_{h}$ day of $\underline{/_{0} \#}_{h}$, 20/8 (the "Effective Date"), by and between the City of Franklin, Wisconsin (hereinafter referred to as the "Landlord"), and American Tower, L.P., a Delaware limited partnership (hereinafter referred to as "Tenant").

NOTICE is hereby given of the following described Lease as amended, for the purpose of recording and giving notice of the existence of said Lease.

- Lease: Landlord's Site Agreement dated October 1, 1999, as amended from time to time (collectively, the "Lease") whereby Tenant leases from Landlord a portion of that certain parcel of land (the "Parent Parcel") located at or around 5572 W Airways Avenue, Franklin, in Milwaukee, Wisconsin.
- 2. Expiration of Term: Subject to the terms, provisions and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease (if applicable), the final expiration date of the Lease will be September 30, 2064 Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
- 3. Leased Premises: That or those portion(s) of the Parent Parcel as described in Exhibit "A," attached hereto, together with any access and utility easements.

Second Amendment to Lease Agreement

Franklin MAY 2 1 2019 City Development

Site Name: Nike American Tower Site # 50469 4. Addresses: The principal addresses of the appropriate parties are as follows

Lessor:	9229 W. Loomis Rd. Franklin, WI 53132-9630
Lessee:	c/o American Tower 10 Presidential Way Woburn, MA 01801
With a copy to:	116 Huntington Avenue Boston, MA 02116

- 5. **Incorporation:** The terms and conditions of the Lease, as amended, are hereby incorporated into this Memorandum.
- 6. **Effect**: This Memorandum is not a complete summary of the terms and conditions contained in the Lease. Provisions in the Memorandum should not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease will control.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum of Lease.

LANDLORD:

Witnesses:

City of Franklin Signature: gnature SEAL Print Name: Stephen &. Olson Print Name: Title: Mayor Signature: Aa Signature SEE MCMILLAN Print Name: Sandra L. Wesolowski Print Name: Title: City Clerk C. Signature: 4

Print Name: Paul Rotzenberg Title: Director of Finance and Treasurer

Acknowledgment

STATE OF WISCONSIN) ss: COUNTY OF MILWAUKEE

On <u>OCT. 16, 2018</u> before me, <u>A mie R S chlue ter</u> (here insert name), a Notary Public, personally appeared <u>STEPHEN R. OLSON and SANDRA L. WESOLOUS</u>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: <u>Mineury Chlucke</u> Notary Public My Commission Expires: <u>12125121</u>



Site Name: Nike American Tower Site # 50469

Second Amendment to Lease Agreement

TENANT:

American Tower, L.P.

By:

Printed Name: <u>Margaret Robinson</u> Senior Counsei Title:

Wit	nesses:	
-----	---------	--

Signature____

Print Name: KENNETH LEUNG Signature Mausia Church Print Name: MENOSA CYGQNIEWICZ

Acknowledgment

)

ROBERT L. BATISTE, JR.

Notary Public

COMMONWEALTH OF MASSACHUSETTS

My Commission Expires November 23, 2018

LESSEE

Commonwealth of Massachusetts

County of Middlesex

WITNESS my hand and official seal.

Notary Public Print Name: ______ My commission ex

{Seal}

EXHIBIT A

EXISTING LEASE AREAS

PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897 OF MILWAUKEE COUNTY RECORDS LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-ONE (21) EAST. CITY OF FRANKLIN, MILWAUKEE COUNTY. WISCONSIN CONTAINING 2400 SQUARE FEET (0.055 ACRES) OF LAND AND BEING DESCRIBED BY: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, THENCE ALONG THE EAST-WEST 1/4 SECTION LINE, N88°-31'-21" E A DISTANCE OF 1164.11 FEET TO A POINT; THENCE, N00°-21'-57" W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2; THENCE N00°-21'-57"W 221.74 FEET ALONG THE EAST LINE OF SAID PARCEL 2, THENCE S89°-35-36"W 32.10 FEET TO THE POINT OF BEGINNING; THENCE, ALONG THE SOUTH LINE OF SAID LEASE, S89°-35'-36" W FOR A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LEASE; THENCE, ALONG THE WEST LINE OF SAID LEASE, N00°-24'-24" W FOR A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID LEASE; THENCE, ALONG THE NORTH LINE OF SAID LEASE, N89°-35'-36" E FOR A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF SAID LEASE; THENCE, ALONG THE EAST LINE OF SAID LEASE, S00°-24'-24" E A DISTANCE OF 40.00 FEET TO THE SOUTHEAST CORNER OF SAID LEASE AND THE POINT OF BEGINNING, BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

ADDITIONAL LEASE AREAS

BEING PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN. DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE N88°31'21"E A DISTANCE OF 1164.11 FEET; THENCE N00°21'57"W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2 AND THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE (PUBLIC); THENCE CONTINUING N00°21'57"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 221.74 FEET; THENCE S89°3536"W A DISTANCE OF 32.10 FEET TO THE SOUTHEAST CORNER OF ATC LEASE AREA; THENCE CONTINUING \$89°35'36"W ALONG THE SOUTH LINE A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID ATC LEASE AREA AND THE POINT OF BEGINNING; THENCE CONTINUING \$89°35'36"W A DISTANCE OF 20.00 FEET; THENCE N00°24'24"W A DISTANCE OF 40.00 FEET; THENCE N89°35'36"E A DISTANCE OF 20.00 FEET TO THE NORTHWEST CORNER OF SAID ATC LEASE AREA: THENCE \$00°24'24"E ALONG THE WEST LINE OF SAID LEASE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 800 SQUARE FEET OR 0.018 ACRES.

> Franklin MAY 2 1 2019 City Development

Site Name: Nike American Tower Site # 50469

Second Amendment to Lease Agreement

ACCESS & UTILITIES EASEMENT

A 12 FEET WIDE INGRESS/EGRESS EASEMENT BEING PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, HAVING A CENTERLINE DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION; THENCE N88°31'21"E A DISTANCE OF 1164.11 FEET; THENCE N00°21'57"W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2 AND THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE (PUBLIC); THENCE S88°20'10"W ALONG THE SAID RIGHT OF WAY A DISTANCE OF 108.64 FEET TO THE POINT OF BEGINNING: THENCE N01°37'50"W A DISTANCE OF 154.19 FEET; THENCE N20°14'37"E A DISTANCE OF 68.36 FEET; THENCE N89°35'36"E A DISTANCE OF 55.85 FEET THE EAST LINE OF THE ABOVE DESCRIBED LEASE AREA AND THE SOUTHERLY EXTENSION THEREOF AND THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE LENGTHENED AND/OR SHORTENED TO BEGIN AT THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE AND TERMINATE EAST LINE OF THE ABOVE DESCRIBED LEASE AREA AND THE SOUTHERLY EXTENSION THEREOF.

and

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF PARCEL TWO (2) OF CERTIFIED SURVEY MAP NO 6167, REEL 3673, IMAGE 897, MILWAUKEE COUNTY RECORDS, AND PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION: THENCE N88°31'21"E A DISTANCE OF 1164.11 FEET: THENCE N00°21'57"W A DISTANCE OF 652.43 FEET TO THE SOUTHEAST CORNER OF PARENT PARCEL 2 AND THE NORTHERLY RIGHT OF WAY OF WEST AIRWAYS AVENUE (PUBLIC); THENCE CONTINUING N00°21'57"W ALONG THE EAST LINE OF SAID PARCEL A DISTANCE OF 221.74 FEET; THENCE S89°3536"W A DISTANCE OF 32.10 FEET TO THE SOUTHEAST CORNER OF ATC LEASE AREA; THENCE CONTINUING \$89°35'36"W ALONG THE SOUTH LINE A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID ATC LEASE AREA AND THE POINT OF BEGINNING; THENCE \$20°14'37"W A DISTANCE OF 21.37 FEET; THENCE S89°35'36"W A DISTANCE OF 12.46 FEET; THENCE N00°24'24"W A DISTANCE OF 20.00 FEET; THENCE N89°35'36"E A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING. SAID LEASE CONTAINS 325 SQUARE FEET OR 0.007 ACRES.

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MILWAUKEE, CITY OF FRANKLIN, STATE OF WISCONSIN AND IS DESCRIBED AS FOLLOWS:

PARCEL 2 AS SHOWN ON PLAT ENTITLED "CERTIFIED SURVEY MAP NO. 6167," PREPARED BY GARY J. SMITH, L.S. 2195, DATED JULY 26, 1995, RECORDED NOVEMBER 16, 1995, IN BOOK 3673 PAGE 897. AND PARCEL 1 AS SHOWN ON PLAT ENTITLED "CERTIFIED SURVEY MAP NO. 5511," PREPARED BY RANDOLPH L. RAFALSKI, L.S. 1758, DATED JULY 31,1990, RECORDED JANUARY 18, 1991, IN BOOK 2531 PAGE 1313. PARCEL ID #899-9990-068 THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO THE CITY OF FRANKLIN, A WISCONSIN MUNICIPAL CORPORATION FROM THE UNITED STATES OF AMERICA, IN A DEED DATED MAY 6, 1969, RECORDED MAY 28, 1969, IN BOOK 481 PAGE 326. AND THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO THE CITY OF FRANKLIN, A WISCONSIN MUNICIPAL CORPORATION FROM KRONES, INC., A WISCONSIN CORPORATION IN A DEED DATED SEPTEMBER 30, 2010 AND RECORDED OCTOBER 11, 2010 AS INSTRUMENT NO. 09924706.

Summary of Project

Overview: American Tower Corporation ("ATC") currently leases the premises that this wireless communications tower is located on from the City of Franklin. Verizon Wireless ("Verizon") is ATC's licensee/sublessee of portions of the tower and ground space.

The proposed project is the installation of a new, prefabricated 11.5' x 22' telecommunications equipment shelter to house radios and other equipment necessary for Verizon to support several sites in the area. A 60 kW diesel generator with 285 gallon base tank will be installed on a proposed 4' x 12' concrete pad to ensure that Verizon stays on air in the event of a power loss. Additional fiber will be brought to the shelter, and new electrical service brought to the site with a new meter rack to support the tenant. New fencing will be installed around the expanded compound area and additional gravel added inside the new fenced area. The existing 13.5' x 9' Verizon shelter and exterior generator on 4' x 8' concrete pad will be removed as they are of insufficient size for the upgrade.

As this project is a necessary change in the site plan to accommodate equipment similar in kind to what is already existing, American Tower Corporation requests a minor site plan amendment under City of Franklin UDO § 15-7.0107. The new equipment will result in an improvement in the quality of services offered by the telecommunications site, and will be aesthetically consistent with the existing plan for the site. The new equipment shelter will not have impact on any development of other properties in the area, and as it is ground equipment only, the proposed amendment does not pertain to any existing special conditions for the telecommunications site.

The telecommunications facility is designed to take up a minimum amount of space on the property, which is in frequent use as a parking lot for the City of Franklin Water and Sewer. In order to take up less space, the equipment buildings already on the site were previously established within 2-4' of the property line, a pre-existing non-conformity with the UDO minimum bufferyard. Similarly, the new generator and equipment enclosure are designed to fit into the smallest feasible amount of space in order to maximize the City's ability to use the

> Franklin MAY 2 1 2019

underlying property. Per the attached drawings, the new generator pad would be 4' away from the rear property line, and the equipment enclosure 10.7' from the rear property line.

Purpose of Work: The purpose of this project is to provide a sufficient size shelter and generator to install a central fiber hub connecting multiple fiber sites together. This fiber hub lays the groundwork for next-generation wireless technology that will enhance the speed and responsiveness of wireless communications in the City of Franklin.

Benefit to Jurisdiction: The benefit to the City of Franklin is direct. In contemplation of this project and others, ATC entered into a Second Amendment to their lease with the City to expand its leased ground area at the wireless telecommunications site. This lease amendment increased the amount of monthly revenue the City receives from ATC for this site. The City therefore directly benefits from its lease and continued relationship with ATC, and by extension, its sublessee Verizon.

In addition to the direct financial benefit to the city, this installation lays the groundwork for nextgeneration wireless technologies such as 5G to be deployed to the City of Franklin, which will be a benefit to the individuals and businesses living and working in the City. This scope of work will help increase access to telecommunication services and increase connection to emergency services for current residents and future development in the city.

Operational Information: This facility is unmanned. Excepting time of construction, the only operation requirements are monthly visits by service techs in light pickup trucks or similar.

Cost of Construction and Timeline: Estimated cost of construction is \$300,000, including electronics within shelter, construction costs, fencing, electrical, and fiber installation. Installation, transfer, and removal of existing equipment will take as few as three weeks and up to two months, depending upon availability of construction crews and other factors. Building schedule is TBD, dependent upon City of Franklin approval.

City of Franklin UDO § 15-7.0107 Minor Site Plan Amendment.

As part of the Minor Site Plan Amendement the Plan Commission shall make the following findings of fact. Notwithstanding anything to the contrary set forth in this Division 15-7.0100, any minor amendment (as set forth herein) to an approved Site Plan may be submitted to the Planning Manager for administrative approval. Any minor amendment is an amendment(s) which is supported by an application request due to a reasonable and bona fide change in circumstances occuring since the prior approval, and which does not:

i) significantly alter the character, functionality, safety, or appearance of the development;

The proposed amendment will not significantly alter the character, functionality, safety or appearance of the development. The proposed additional equipment will extend the lease parcel 20' to the west of the existing compound. The fenced area is designed to extend off the existing lease compound which will make the development harmonious with the character and functionality of the site.

ii) ii) result in a significant decrease in the amount or quality of the approved amenities;

The proposed site upgrade will not result in a significant decrease in the amount or quality of the approved amenities. To the contrary, the proposed upgrades will not significantly alter the property's function, however the upgrade to the wireless facility will have a great impact for the citizens of the City of Franklin through a more reliable and robust wireless network.

iii) iii) result in significant changes in architectural styles, colors or building materials that are inconsistent with the approved Site Plan;

The proposed upgrades are compatible with the existing wireless equipment on the site, therefore the approved Site Plan will not have a significant change in architectural styles, colors or building materials.

iv) iv) result in changes to such items as a phasing plan or developer control, that substantially impact the development or development in the area; or

The proposed upgrade will not impact any phasing plan that will substantially impact the development. Wireless telecommunications facilities do not operate

Franklin

MAY 212019

City Development

on a phasing plan. Upgrades to equipment are constantly being required, however it occurs as a result of changes in the technology not on a planned project phasing. As stated above, the upgrade to the wireless facility will have a great impact for the citizens of the City of Franklin through a more reliable and robust wireless network.

 v) result in any amendment that would modify any aspect or portion of an adopted Site Plan for which a specific condition was retained or added from input at a public hearing or other public input of record by the Plan Commission and/or the Common Council.

The proposed amendment is related to upgrades in equipment related to the change in technology rather than a condition placed on the original approval by the Plan Commission and/or the Common Council.

Site Design

Franklin MAY 2 1 2019 City Development





AMERICAN TOWER®

VZW SITE NAME: VZW SITE NUMBER: 50469 ATC SITE NAME: ATC SITE NUMBER: 50469 SITE ADDRESS:

NIKE NIKE 5572 W AIRWAYS AVE FRANKLIN, WI 53132



COMPLIANCE CODE	PROJECT SUMMARY	PROJECT DESCRIPTION	SHEET INDEX				
ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE	5572 W AIRWAYS AVE 11' - 6" x 22' - 0" EQUIPMENT ENCLOSURE AND OUTSIDE N		SHEET NO:	DESCRIPTION:	REV:	DATE:	BY:
FOLLOWING CODES AS ADOPTED BY THE LOCAL TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO	FRANKLIN, WI 53132	GENERATOR ON PROPOSED 4' - 0" x 12' - 0" CONCRETE PAD AND EXTENSION OF FENCE COMPOUND.	G-001	TITLE SHEET	4	03/15/19	DMS
THESE CODES.	GEOGRAPHIC COORDINATES: N 42° 52' 04.08"		C-101	LOCATION PLAN	4	03/15/19	DMS
1. INTERNATIONAL BUILDING CODE (IBC) 2. NATIONAL ELECTRIC CODE (NEC)	W 87° 59' 11.64"		C-101A	ENLARGED LOCATION PLAN	4	03/15/19	DMS
3. LOCAL BUILDING CODE 4. CITY/COUNTY ORDINANCES	ZONING INFORMATION: JURISDICTION: FRANKLIN, WI		C-101A	COLORED LOCATION PLAN	4	03/15/19	DMS
	ZONING: M-1 LIMITED INDUSTRIAL DISTRICT		C-201	DETAILED SITE PLAN	4	03/15/19	DMS
UTILITY COMPANIES	PROJECT TEAM	PROJECT NOTES	C-301	FENCE DETAILS	4	03/15/19	DMS
	TOWER OWNER:	1. THE FACILITY IS UNMANNED.	C-401	EQUIPMENT ENCLOSURE PLAN AND NOTES	4	03/15/19	DMS
POWER COMPANY: WE ENERGIES PHONE: 866-423-0364	AMERICAN TOWER 3500 REGENCY PARKWAY SUITE 100	2. A TECHNICIAN WILL VISIT THE SITE APPROXIMATELY ONCE	C-402	EQUIPMENT ENCLOSURE ELEVATIONS	4	03/15/19	DMS
FIBER COMPANY: ONE FIBER	CARY, NC 27518	A MONTH FOR ROUTINE INSPECTION AND MAINTENANCE.	C-402A	EQUIPMENT ELEVATIONS COLOR EXHIBIT	4	03/15/19	DMS
PHONE: (262) 782-9845	ENGINEERED BY:	3. NO SANITARY SEWER, POTABLE WATER OR TRASH DISPOSAL IS REQUIRED.	C-403	EQUIPMENT ENCLOSURE FOUNDATION AND NOTES	А	10/30/18	IC
TERRA CONSULTING GROUP, LTD 600 BUSSE HIGHWAY		C-404	GENERATOR FOUNDATION PLAN	4	03/15/19	DMS	
	PARK RIDGE, IL 60068	4. HANDICAP ACCESS IS NOT REQUIRED.	E-501	UTILITY ROUTING PLAN	4	03/15/19	DMS
		PROJECT LOCATION DIRECTIONS	E-502	ELECTRICAL RISER DIAGRAM	4	03/15/19	DMS
		FROM SCHAUMBURG:	E-503	ONE LINE DIAGRAM, ELECTRICAL NOTES AND DETAILS	4	03/15/19	DMS
TURN TIGHT 1ST CROSS INTERSTATI "Call 3 Work Days Before You Dig!" UNLPATE 1-800-242-8511 WIL-241 N/S 2 WIL-241 N/S 2 WIL-241 N/S 2	HEAD NORTH ON N PLEASANT DR TOWARD THACKER ST W, TURN TIGHT ONTO THACKER ST W (0.1 MI), TURN LEFT AT THE 1ST CROSS STREET ONTO ROSELLE RD (1.9 MI), TAKE THE INTERSTATE 90 E/N-W TOLLWAY RAMP TO CHICAGO (0.4 MI), MERGE ONTO I-90 E (11.9 MI), TAKE THE EXIT ONTO I-294 N TOWARD MILWAUKEE /TOLLWAY (13.0 MI), MERGE ONTO I-94 W	E-504	GENERATOR DETAILS	A	10/30/18	IC	
		E-505	GENERATOR DETAILS	А	10/30/18	IC	
		E-601	GROUNDING SITE PLAN	А	10/30/18	IC	
	(19.4 MI), KEEP LEFT AT THE FORK TO STAY ON I-94 W (29 MI), TAKE EXIT 325 FOR 27TH ST/WI-241 N (0.4 MI), CONTINUE ONTO	E-602	STANDARD GROUNDING DETAILS	А	10/30/18	IC	
		WI-241 N/S 27TH ST (0.9 MI), TURN LEFT ONTO W OAKWOOD RD (2 MI), TURN RIGHT ONTO S 90TH ST (0.6 MI), TURN RIGHT ONTO W	E-603	ELECTRICAL AND GROUNDING DETAILS	А	10/30/18	IC
	AIRWAYS AVE (0.2 MI).	G-701	GENERAL NOTES	A	03/01/18	IC	
		G-702	GENERAL NOTES	А	10/30/18	IC	
			ATTACHMENTS				
			-	FIBER COORDINATION DRAW	INGS		





₽ <u>C.S.</u>]	10' 22" x 34" 11" x 17"	,02 = "t TYOS 20' IS FULI IS HAL	– SCALI	40' E.	
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A.T. ENGINI 3500 F 3500 F PHC THESE DRAWINGS AM SPECIFICATION AS IN EXCLUSIVE PROPERT PUBLICATION SHALL I FOR WHICH THEY ARI OTHER THAN THAT W THE SPECIFIED CARR THESE DOCUMENTS : AMERICAN TOWER W EXECUTED. NEITHER BE PROVIDING ON-SIT PROJECT CONTRACT	RICAN TOOL EERING SERV REGENCY PARKY SUITE 100 CARY, NC 27518 DNE: (919) 468-01* COA: P-1177 DIOR THE ACCOMPANY STRUMENTS OR SERVI COA: P-1177 DIOR THE ACCOMPANY STRUMENTS OR SERVI YOF AMERICA TO AME BE RESTRICTED TO THE PREPARED ANY USE HIGH THE ACCOMPANY STRUMENTS OR SERVI YOF AMERICAN TO AMERICAN DISCIDENT OF THE ACCOMPANY STRUMENTS OR SERVICE THE ARCHITECT NOR T FUE ARCHITECT NOR	ICE, PI VAY I2 I2 I2 I2 I2 I2 I2 I2 I2 I2 I2 I2 I2	E AND SE AND SITE ISURE VER OR LE TO LE TO LE TO LE TO LE TO LONS AND MY PRIOR
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AMERICAN TOW A.T. ENGINEERING SERV 3500 REGENCY PARKW SUITE 100 CARY, NC 27518 PHONE: (919) 468-011 COA: P-1177	ICE, PLLC /AY
THESE DRAWINGS AND/OR THE ACCOMPANY SPECIFICATION AS INSTRUMENTS OR SERVI EXCLUSVE PROPERTY OF AMERICAN TOWEI PUBLICATION SHALL BE RESTRICTED TO THE FOR WHICH THEY ARE PREPARED. ANY USE OTHER THAN THAT WHICH RELATES TO AME THE SPECIFIED CARRIER IS STRICTLY PROHI HESS ECIFIED CARRIER IS STRICTLY PROHI THESS ECIFIED CARRIER IS STRICTLY PROHI HESS ECIFIED CARRIER IS STRICTLY PROHI THESS ECIFIED CARRIER IS STRICTLY PROHI THESS ECIFIED CARRIER IS STRICTLY PROHI THESS ECIFIED CARRIER IS STRICTLY PROHI BE PROVIDING ON-SITE CONSTRUCTION REV PROJECT. CONTRACTOR(S) MUST VERIFY AL ADVISE AMERICAN TOWER OF ANY DISCREP ISSUANCE OF THIS DRAWING IS SUPERSEDE VERSION ON FILE WITH AMERICAN TOWER.	DE ARE THE R. THEIR USE AND CORIGINAL SITE OR DISCLOSURE RICAN TOWER OR IBITED. TITLE TO PPERTY OF ROJECT IS HE ENGINEER WILL IEW OF THIS L DIMENSIONS AND ANCIES. AND PRIOR
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AMERICAN TOWER VIEW OF ANY DISCREPANCIES, ANY PRIOR
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DRAWN BY: IC APPROVED BY: TP DATE DRAWN: 12/06/17 ATC JOB NO: 4450 COLORED LOCATION PLAN SHEET NUMBER: REVISION: C-101B





FENCE NOTES:

- ATTACH EACH GATE WITH 1-1/2 PAIR OF NON-LIFT-OFF TYPE, MALLEABLE IRON OR FORGING, PIN-TYPE HINGES. ASSEMBLIES SHALL ALLOW FOR 180° OF GATE TRAVEL.
- PROVIDE TAC WELD AT BOLT HINGES. TWO HINDGE BOLTS PER GATE. 2.



NOTES:

N.T.S.

- 1. PANELS TO BE 4'x8' GALVANIZE GAUGE HIGH TENSILE WELDED HARDWARE TO BE WELDED TO
- 2. 4" OD x 8' LONG SCH. 40 STEEL INSTALLED 36" BELOW EXISTING GRADE CONCRETE TO 1" ABOVE EXISTING GRADE AT POST BASE AND TAPER. FILL POST COMPLETELY WITH CONCRETE CAP.
- 3. CONTRACTOR TO INSTALL ATC SIGNAGE TO THE NEWLY INSTALLED ACCESS GATE. SIGNAGE TO BE INSTALLED USING GALVANIZED METAL SCREWS IN 4 PLACES. NO PLASTIC WIRE TIES SHALL BE USED.
- MULTI-TENANT LOCK: STANDARD GALVANIZED 2" LOCK 4. SYSTEM WELDED TO GATE CROSS SUPPORTS 4-2" SLEEVES WITH SLOTTED HASPS.

D TUBULAR STEEL 2" OD x 16
STEEL. HEAVY DUTY MOUNT
THE SUPPORT POSTS.





0 1/2" 1" 2" 22" x 34" PRINT IS THE FULL SCALE FORMAT. ANY SIZE OTHER THAN THAT IS AT REDUCED SCALE.
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BREBOND CORPORATION,
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CARY, NC 27518 PHONE: (919) 468-0112 COA: P-1177	
THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. AMY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.	
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ELEVATION-EQUIPMENT ENCLOSURE SCALE: 1/2" = 1'-0"









36 BAR Ø (1'-6"MIN.)						
PREFORMED 2"X4" KEYWAY		ENGINI 3500 F	ERING SERVIC EERING SERVIC SUITE 100 CARY, NC 27518 DNE: (919) 468-0112 COA: P-1177	CE, F	-	
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	AMERICAN TOWER ^{0 -} A.T. ENGINEERING SERVICE, PLLC 3500 REGENCY PARKWAY SUITE 100 CARY, NC 27518 PHONE: (919) 468-0112 COA: P-1177
	THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTAT TOWER. THEIR USE AND OTHER THAN THAT LBE RESTRUCTS TO THE FOR USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIEY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.
SED 60KW DIESEL 4.5L DUND ATTENUATED L2A	CONSULTING GROUP, LTD. 600 BUSSE HIGHWAY PARK RIDGE, IL 60068 PH: 847-698-6400 FAX: 847-698-6401
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	C-403 4

UTILITY NOTES:

THESE NOTES AND ACCOMPANYING DRAWINGS COMPLEMENT THE PROVISIONS AND INSTALLATIONS BY THE ELECTRICAL CONTRACTOR, OF ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO INSTALL THE ELECTRICAL WORK COMPLETE IN CONNECTION WITH THIS VERIZON WIRELESS SITE AND SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING:

- THE PROVISIONS, INSTALLATION, AND CONNECTION OF A GROUNDING ELECTRODE SYSTEM COMPLETE WITH A BUILDING AND SECONDARY GROUNDING, CELLULAR TELEPHONE COMMUNICATIONS TOWER AND CONNECTIONS TO THE INCOMING ELECTRICAL DISTRIBUTION EQUIPMENT.
- 2. THE PROVISION AND INSTALLATION OF AN OVERHEAD ELECTRICAL SERVICE OR UNDERGROUND ELECTRICAL SERVICE AND ALL ASSOCIATED WIRE AND CONDUIT AS REQUIRED AND/OR INDICATED ON PLANS.
- 3. THE PROVISION, INSTALLATION OF CONDUIT AND CONNECTIONS FOR LOCAL TELEPHONE SERVICE.
- 4. THE FURNISHING AND INSTALLATION OF THE ELECTRICAL SERVICE ENTRANCE CONDUCTORS, CONDUITS, METER SOCKET, AND CONNECTIONS TO THE SERVICE EQUIPMENT WITHIN THE ENCLOSURE.
- 5. TWO INCH (2") AND THREE INCH (3") DIAMETER PVC CONDUITS SCHEDULE 40.
- 6. ALL PVC CONDUITS SHOULD BE LEFT WITH NYLON PULL CORD FOR FUTURE USE.
- 7. EXCAVATION, TRENCHING, AND BACKFILLING FOR CONDUIT(S), CABLE(S), AND EXTERNAL GROUNDING SYSTEM.

CODES, PERMITS, AND FEES:

WORK INCLUDES:

- 1. ALL REQUIRED PERMITS, LICENSES, INSPECTIONS AND APPROVALS SHALL BE SECURED AND ALL FEES FOR SAME PAID BY CONTRACTOR.
- 2. THE INSTALLATION SHALL COMPLY WITH ALL APPLICABLE CODES: STATE, LOCAL AND NATIONAL, AND THE DESIGN, PERFORMANCE CHARACTERISTICS AND METHODS OF CONSTRUCTION OF ALL ITEMS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF THE VARIOUS APPLICABLE STANDARD SPECIFICATIONS OF THE FOLLOWING AUTHORITIES:
 - N.E.C. NATIONAL ELECTRIC CODE
 - A.N.S.I. AMERICAN NATIONAL STANDARDS INSTITUTE
 - I.E.E.E. INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS A.S.T.M. AMERICAN SOCIETY FOR TESTING MATERIALS
 - N.E.M.A. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
 - U.L. UNDERWRITERS LABORATORIES, INC
 - N.F.P.A. NATIONAL FIRE PROTECTION ASSOCIATION

RACEWAYS AND WIRING:

- 1. WIRING OF EVERY KIND MUST BE INSTALLED IN CONDUIT, UNLESS NOTED OTHERWISE, OR AS APPROVED BY THE ENGINEER.
- 2. UNLESS OTHERWISE SPECIFIED, ALL WIRING SHALL BE COPPER (CU) TYPE
- THWN, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE. 3. RACEWAYS SHALL BE GALVANIZED STEEL, SIZED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, UNLESS OTHERWISE NOTED. ALL RACEWAYS
- SHALL BE APPROVED FOR THE INSTALLATION. 4. PULL OR JUNCTION BOXES SHALL BE PROVIDED AS REQUIRED TO FACILITATE INSTALLATION OF RACEWAYS AND WIRING. PROVIDE JUNCTION AND PULLBOXES
- FOR CONDUIT RUNS WITH MORE THAN (360) DEGREES OF BENDS. 5. PROVIDE A COMPLETE RACEWAY AND WIRING INSTALLATION, PERMANENTLY AND EFFECTIVELY GROUNDED IN ACCORDANCE WITH ARTICLE 250 OF THE NATIONAL ELECTRICAL CODE AND LOCAL CODES.
- 6. ELECTRICAL PANELBOARD SHALL BE FURNISHED AND INSTALLED BY OTHERS.
- ELECTRICAL CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION. 7. ALL STEEL CONDUIT SHALL BE BONDED AT BOTH ENDS WITH GROUNDING BUSHING.

GENERAL NOTES:

SEE DETAILS AND SCHEDULES ON DRAWINGS AND SPECIFICATIONS FOR MEANING OF ABBREVIATIONS AND ADDITIONAL REQUIREMENTS AND INFORMATION. CHECK ARCHITECTURAL, STRUCTURAL AND OTHER MECHANICAL AND ELECTRICAL DRAWINGS FOR SCALE, SPACE LIMITATIONS, COORDINATION, AND ADDITIONAL INFORMATION, ETC. REPORT ANY DISCREPANCIES, CONFLICTS, ETC. TO ENGINEER BEFORE SUBMITTING BID. ALL EQUIPMENT FURNISHED BY OTHERS (FBO) SHALL BE PROVIDED WITH PROPER MOTOR STARTERS, DISCONNECTS, CONTROLS, ETC. BY THE ELECTRICAL CONTRACTOR UNLESS SPECIFICALLY NOTED OTHERWISE. THE ELECTRICAL CONTRACTOR SHALL INSTALL AND COMPLETELY WIRE ALL ASSOCIATED EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S WIRE DIAGRAMS AND AS REQUIRED FOR A COMPLETE OPERATING INSTALLATION. ELECTRICAL CONTRACTOR SHALL VERIFY AND COORDINATE ELECTRICAL CHARACTERISTICS AND REQUIREMENTS OF (FBO) EQUIPMENT PRIOR TO ROUGH-IN OF CONDUIT AND WIRING TO AVOID CONFLICTS.

COORDINATION WITH UTILITY COMPANY:

THE ELECTRICAL CONTRACTOR SHALL COORDINATE COMPLETE ELECTRICAL SERVICE WITH LOCAL UTILITY COMPANY FOR A COMPLETE OPERATIONS SYSTEM, INCLUDING TRANSFORMER CONNECTIONS, CONCRETE TRANSFORMER PADS, IF REQUIRED, METER SOCKETS, PRIMARY CABLE RACEWAY REQUIREMENTS, SECONDARY SERVICE, ETC. PRIOR TO SUBMITTING BID TO INCLUDE ALL LABOR AND MATERIALS. THE ELECTRICAL CONTRACTOR SHALL INCLUDE IN THE BID ANY OPTIONAL OR EXCESS FACILITY CHARGES ASSOCIATED WITH PROVIDING ELECTRICAL SERVICE FROM LOCAL UTILITY COMPANY. VERIFY BEFORE BIDDING TO INCLUDE ALL COSTS. THE ELECTRICAL CONTRACTOR SHALL VERIFY THE AVAILABLE FAULT CURRENT WITH THE LOCAL UTILITY COMPANY PRIOR TO SUBMITTING BID. ADJUST A.I.C. RATINGS OF ALL OVER CURRENT PROTECTION DEVICES IN DISTRIBUTION EQUIPMENT AS REQUIRED TO COORDINATE WITH AVAILABLE FAULT CURRENT FROM LOCAL UTILITY COMPANY. ALL GROUNDING RODS PROVIDED BY THE POWER OR TELEPHONE UTILITY COMPANY. ALL GROUNDING RODS PROVIDED BY THE POWER OR TELEPHONE UTILITY COMPANY. ALL GROUNDING RODS PROVIDED BY THE

FIBER: ONE FIBER

(262) 782-9845

ROUTE

JOSEPH GLISCZINSKI

SEE ATTACHED FIBER

DRAWINGS FOR FIBER

UTI	LITY	CON	TACTS
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POWER:

WE ENERGIES - 866-423-0364

ELECTRICAL CONTRACTOR SHALL COORDINATE WITH POWER COMPANY FOR ENTRY INTO FENCED AREA BY EITHER MAILING A KEY TO A SLAVE LOCKED CHAIN AT THE FENCE GATE OR CALLING AND LEAVING A COMBINATION.

FOR CONTINUATION AND CONNECTION OF ELECTRIC AND FIBER SERVICE. COORDINATE WITH ELECTRIC AND FIBER COMPANY.



SEE SHEET LP FOR ENTIRE UTILITY ROUTE

AMERICAN TOWE A.T. ENGINEERING SERVICE, 3500 REGENCY PARKWAY SUITE 100 CARY, NC 27518	
PHONE: (919) 468-0112 COA: P-1177	
THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEI PUBLICATION SHALL BE RESTRICTED TO THE ORIGI FOR WHICH THEY ARE PREPARED. ANY USE OR DIS OTHER THAN THAT WHICH RELATES TO AMERICAN. THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. THESE DOCUMENTS SHALL REMAIN THE PROPERT AMERICAN TOWER WHETHER OR NOT THE PROJECE EXECUTED. NEITHER THE ARCHITECT NOR THE END BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIME ADVISE AMERICAN TOWER OF ANY DISCREPANCIES ISSUANCE OF THIS DRAWING IS SUPERSEDED BY TI VERSION ON FILE WITH AMERICAN TOWER.	R USE AND NAL SITE CLOSURE TOWER OR TITLE TO (OF T IS SINEER WILL T TIS NSIONS AND S. ANY PRIOR
FIGHWAY PARK RIDGE, IL 60068 PH: 847-698-6400 FAX: 847-698-6401	P, LTD.
Δ	Y DATE
<u> </u>	<u>03/01/18</u> 04/16/18
	AY 07/20/18
3 REVISED PER CLIENT COMMENTS IC	10/30/18
	MS 03/15/19
ATC SITE NUMBER: 50469	
ATC SITE NAME:	
NIKE	
SITE ADDRESS:	
5572 W AIRWAYS AVE FRANKLIN, WI 53132	
ISSUED FOR FINAL'	S
DRAWN BY: IC	
APPROVED BY: TP DATE DRAWN: 12/06/17	
ATC JOB NO: 4450	
SITE UTILITY	
ROUTING PLAN	
SHEET NUMBER:	REVISION:
E-501	4









WORK ITEMS ON ELECTRICAL "E" & GROUNDING "G" SHEETS SHALL BE PERFORMED BY THE GENERAL CONTRACTOR'S ELECTRICAL CONTRACTOR. ALL WORK SHOWN

BENDS SHALL BE 36" RADIUS 90° SWEEP SCH. 80 UNLESS OTHERWISE NOTED

TOWER OWNER AND VERIZON WIRELESS. INCLUDING BUT NOT LIMITED TO. a) STAGE CONSTRUCTION AND REPORT WHEN ON AND OFF THE SITE. b) PROVIDE LOG BOOK RECORDS OF PERSONNEL ON TOWER. c) PROVIDE R.F. MONITORING

WORKERS SHALL HAVE CURRENT CERTIFICATIONS WHICH SATISFY ALL TRAINING REQUIREMENTS FOR THE ELECTRICAL WORK THEY ARE PERFORMING SAFETY RULES AND REGULATIONS FOR WORKER AND PUBLIC SAFETY. ALL WORK SHALL BE PERFORMED BY QUALIFIED ELECTRICIANS TRAINED FOR THE CONTRACTOR SHALL REVIEW ALL LANDOWNER PRIME CONTRACTOR CARRIER





A.T. ENGINI 3500 F	RICAN TOWN ERING SERVICE REGENCY PARKWAY SUITE 100 CARY, NC 27518 DNE: (919) 468-0112 COA: P-1177	E, PLLC
SPECIFICATION AS IN EXCLUSIVE PROPERT PUBLICATION SHALL E FOR WHICH THEY ARE OTHER THAN THAT W THESE DOCUMENTS AMERICAN TOWER W EXECUTED. NEITHER BE PROVIDING ON-SIT PROJECT. CONTRACT ADVISE AMERICAN TC ISSUANCE OF THIS DY	IDIOR THE ACCOMPANYING STRUMENTS OR SERVICE / Y OF AMERICAN TOWER. TI SE RESTRICTED TO THE OR PREPARED. ANY USE OR HICH RELATES TO AMERIC. HICH RELATES TO AMERIC. HICH RECHTER TO AMERIC. HICH RECHTER TO AMERIC. HICH RECHTECT NOR THE I E CONSTRUCTION REVIEW OR(S) MUST VERIFY ALL DI WER OF ANY DISCREPARC. AWING IS SUPERSEDED B' 'H AMERICAN TOWER.	RE THE HEIR USE AND IGINAL SITE DISCLOSURE NN TOWER OR ED. TITLE TO RTY OF RECT IS ENGINEER WILL OF THIS MENSIONS AND DISC. ANY PRIOR
	CONSULTING GRE 600 BUSSE HIGHWA PARK RIDGE, IL 600 PH: 847-698-6400 FAX: 847-698-6401	
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	CITY COMMENTS	DMS 03/15/19
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ATC JOB NO:	4450	
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	AMERICAN TOWER ^{O -} A.T. ENGINEERING SERVICE, PLLC 3500 REGENCY PARKWAY SUITE 100 CARY, NC 27518 PHONE: (919) 468-0112 COA: P-1177
	THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENSINEEN WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTORS) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.
	TERRRA 600 BUSSE HIGHWAY PARK RIDGE, IL 60068 PH: 847-698-6400 FAX: 847-698-6401
	REV. DESCRIPTION BY DATE A CD 90'S IC 03/01/18 A FINAL CD IC 04/16/18
	2 REISSUED FOR FINAL JAY 07/20/18 3 REVISED PER CLIENT COMMENTS IC 10/30/18 4 REVISED CITY COMMENTS DMS 03/15/19
	ATC SITE NUMBER: 50469 ATC SITE NAME: NIKE
	SITE ADDRESS: 5572 W AIRWAYS AVE FRANKLIN, WI 53132
	ISSUED FOR FINAL'S
$ \begin{array}{c c} \text{D} \\ \text{D} \\ \text{SSM} \\ \text{TYLE} \end{array} $ $ \begin{array}{c} \text{REV} \\ \text{A} \\ \text{2 of 2} \end{array} $	DRAWN BY: IC APPROVED BY: TP DATE DRAWN: 12/06/17 ATC JOB NO: 4450
	GENERATOR DETAILS SHEET NUMBER: E-505 4



22" x 34" IS FULL SCALE.

11" x 17" IS HALF SCALE

1. ALL GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC PROCESS CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, ETC. ALL CABLE TO GROUND RODS, GROUND RODS SPLICES AND LIGHTNING PROTECTION SYSTEM AS INDICATED. GROUND FOUNDATION ONLY AS INDICATED BY PM. ALL MATERIALS USED (MOLDS, WELDING, METAL, TOOLS, ETG.) SHALL BE BY EXOTHERMIC PROCESS AND INSTALLED PER MANUFACTURERS RECOMMENDATION AND PROCEDURES. GROUND CONDUCTOR SHALL HAVE A MINIMUM 24" BENDING RADIUS. 2. ALL EXOTHERMIC CONNECTIONS ON GALVANIZED SURFACES SHALL BE CLEANED THOROUGHLY AMERICAN TOWER[®] AND COLORED TO MATCH SURFACE WITH (2) TWO COATS OF SHERWIN-WILLIAMS GALVITE (WHITE PAINT B50W3 (OR EQUAL) OR SHERWIN- WILLIAMS SILVERBRITE (ALUMINUM) B59S11 (OR EQUAL). A.T. ENGINEERING SERVICE, PLLC 3. ALL ELECTRICAL & MECHANICAL GROUND CONNECTIONS SHALL HAVE ANTI-OXIDANT COMPOUND APPLIED TO CONNECTION 3500 REGENCY PARKWAY SUITE 100 CARY, NC 27518 JD PHONE: (919) 468-0112 DESCRIPTION COA: P-1177 0'-0" LONG COPPER CLAD RGER-5810) THESE DRAWINGS AND/OR THE ACCOMPANYING 0'-0" LONG COPPER CLAD SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND H INSPECTION WELL PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE ID BARE COPPER WIRE PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NETHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS BED/DISCLF.CONTRACTORY AND THE SUBJECT AND W GRADE (HARGER-L2 ECTRICAL ELEPHONE IBER PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOF ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER. RICAL SERVICE HONE SERVICE N 6 FEET OF ENCLOSURE AND 25 FEET OF TOWER AS PENEDIATE: GROUND FENCE POSTS WITHING FEET OF ENCLOSANCE AND 25 FEET OF TOWER AS INDICATED ON DRAWINGS. GROUND EACH GATE POST AND CORNER POST. GROUNG CONNECTIONS TO FENCE POSTS SHALL BE MADE BY THE EXOTHERMIC PROCESS AND INSTALLEE PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES. ALL OTHER CONNECTIONS FOR ERRA THE GROUND GRID SYSTEM SHALL BE, MADE BY THE EXOTHERMIC PROCESS, AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES. 600 BUSSE HIGHWAY 5. AFTER INSTALLATION OF THE CANOPY AT THE DOOR, GC/EC IS TO BOND THE CANOPY TO THE DOOR FRAM WITH A #2 CONDUCTOR. USE DOUBLE-LUG CONNECTION. PREP AND PAINT SURFACE TO MATCH AFTER PARK RIDGE, IL 60068 PH: 847-698-6400 INSTALLATION. 6. UTILITY COMPANY COORDINATION: ELECTRICAL CONTRACTOR SHALL CONFIRM THAT ALL WORK I FAX: 847-698-6401 IN ACCORDANCE WITH THE RULES OF THE LOCAL UTILITY COMPANY BEFORE SUBMITTING THE BID, THE CONTRACTOR SHALL CHECK WITH THE UTILITY COMPANIES SUPPLYING SERVICE TO THIS REV. DESCRIPTION BY DATE PROJECT AND SHALL DETERMINE FROM THEM ALL EQUIPMENT AND CHARGES WHICH THEY WILL REQUIRE AND SHALL INCLUDE THE COST IN THE BID. \mathbb{A} CD 90'S IC 03/01/18 7. GROUND TEST: GROUND TESTS SHALL BE PERFORMED AS REQUIRED BY LESSEE STANDARD PROCEDURES. GROUND GRID RESISTANCE SHALL NOT EXCEED 5 OHMS. Λ FINAL CD IC 04/16/18 \times 8. CONTRACTOR SHALL SUBMIT THE GROUND RESISTANCE TEST REPORT AS FOLLOWS: 2REISSUED FOR FINAL JAY 07/20/18 1. ONE (1) COPY TO OWNER REPRESENTATIVE 3 REVISED PER CLIENT COMMENTS IC 10/30/18 2. ONE (1) COPY TO ENGINEER 3. ONE (1) COPY TO KEEP INSIDE EQUIPMENT ENCLOSURE REVISED CITY COMMENTS DMS 03/15/19 4 TYPICAL KEYED GROUNDING NOTES #2 AWG TNND SOLID BARE COPPER CONDUCTOR 42" BELOW GRADE $\overline{\mathbb{A}}$ ATC SITE NUMBER: (TYPICAL) MINIMUM 24" BENDING RADIUS 2 ENCLOSURE GROUND (TYP.) IN 1/2" DIAMETER SCHEDULE 40 PVC CONDUIT 50469 SROUND EQUIPMENT ENCLOSURE HVAC WITH MECHANICAL CLAMP ATC SITE NAME: 4 24" x 30" x 24" FIBER OPTIC HAND HOLE 4" x 12" x 1/4" GROUND BAR INSIDE OF HAND HOLE. G.C. TO DRIVE 10' 4" x 12" x 1/4" GROUND BAR INVICE CONF NIKE #2 AWG TNND SOLID BARE COPPER CONDUCTOR 42" BELOW GRADE SITE ADDRESS: <u>∕7</u> MAINTAIN TWO FOOT DISTANCE OFF OF STRUCTURES 5572 W AIRWAYS AVE ⟨𝔅⟩ GROUND TELEPHONE SERVICE ENTRANCE FRANKLIN, WI 53132 $\underbrace{\bigcirc}$ ELECTRIC METER AND ELECTRIC SERVICE GROUNDING, COORDINATE ALTERNATE WITH PM GROUND COAXIAL ANTENNA CABLES TO GROUND BAR BY ANTENNA CONTRACTOR TERMINATE CABLES 1'-0" FROM ENCLOSURE AND INSTALL LIGHTNING SURGE ARRESTORS ON EACH CABLE GROUND. EXOTHERMICALLY WELD COPPER GROUND BAR TAIL TO EXTERIOR HALO GROUND RING (EXOTHERMIC CONNECTION TYPE TA) BY ANTENNA CONTRACTOR. FINAL CONNECTION BY ELECTRICAL CONTRACTOR. ISSUED 4"X20"X1/4" TNND INSULATED COPPER GROUND BAR, NON ISOLATED WITH 10.0' LONG #2 AWG TNND SOLID COPPER WIRE WELDED TAILS (HARGER GBIT 14420VW) FOR FINAL'S GROUND CABLE WAVEGUIDE BRIDGE (TYP.) BY ELECTRICAL CONTRACTOR. 4*x20*x1/4* TNND INSULATED COPPER GROUND BAR, NON-ISOLATED, WITH 10.0' LONG #2 AWG TNND SOLID COPPER WIRE WELDED TAILS (HARGER GBIT 14420VW) GROUND ANTENNA CABLES TO GROUND BAR AT ANTENNA ELEVATION OF 15 TOWER. GROUND BASE GROUND BAR TO GROUND HALO. PROPOSED TOWER GROUND RING 5/8" DIAMETER X 10'-0" LONG COPPER CLAD GROUND ROD (HARGER-5810) A(SEE DETAIL, SHEET E-502) WITH EXOTHERMIC CONNECTION GROUND CHAIN LINK FENCE (TYPICAL) EXOTHERMIC CONNECTION DRAWN BY: IC 18 APPROVED BY: ΤР (TYPE VS) GROUND FENCE POSTS WITHIN 6 FEET OF ENCLOSURE AND 25 FEET OF TOWER. (SEE DETAIL, SHEET E-602.) 12/06/17 DATE DRAWN: 19 GATE JUMPERS ATC JOB NO: 4450 BOND EXISTING TOWER GROUND RING TO PROPOSED GROUND RING WITH 20 #2 AWG TNND SOLID COPPER CONDUCTOR IN 2 LOCATIONS. GROUNDING SITE PLAN EXTEND GROUND CONDUCTORS IN 1/2" RIGID H.W. CONDUIT ADJACENT TO PAD, OFFSET AND ATTACH TO EXTERIOR OF GENERATOR HOUSING 21 SHEET NUMBER: REVISION: AND EXTEND TO GROUND LUGS AS REQUIRED, VERIFY LOCATION WITH GENERAC. E-601 4

		LEGENI
	SYMBOL	DI
	\otimes	5/8" DIAMETER x 10 GROUND ROD (HAF
	0	5/8" DIAMETER X 10 GROUND ROD WITH
		#2 AWG TNND SOLI MINIMUM 42" BELOV
	UE	UNDERGROUND EL
	UT	UNDERGROUND TE
	F	UNDERGROUND FIE
		EXOTHERMIC WELD
	OE	OVERHEAD ELECTR
	от	OVERHEAD TELEPH
4. FENCE	GATE: GROUND FE	NCE POSTS WITHIN 6 FEET





8 MAX.	AMERICAN TOWER ⁰ * A.T. ENGINEERING SERVICE, PLLC 3500 REGENCY PARKWAY SUITE 100 CARY, NC 27518 PHONE: (919) 468-0112 COA: P-1177
 8"Ø x 42" PVC WITH FEMALE ADAPTER AND SCREW ON CAP #2 SBTC GROUNDING RING 	THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERCAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST
	VERSION ON FILE WITH AMERICAN TOWER.
 - 3" OF CRUSHED ROCK BELOW WELD. WELD SHALL REMAIN VISIBILE - COPPER CLAD STEEL GROUND ROD 5/8"Ø × 10'-0" LONG. 	TERRRA CONSULTING GROUP, LTD. 600 BUSSE HIGHWAY PARK RIDGE, IL 60068 PH: 847-698-6400 FAX: 847-698-6401
TAIL E: N.T.S. * * *	A CD 90'S IC 03/01/18 A FINAL CD IC 04/16/18 2 REISSUED FOR FINAL JAY 07/20/18 3 REVISED PER CLIENT COMMENTS IC 10/30/18 4 REVISED CITY COMMENTS DMS 03/15/19 ATC SITE NUMBER: 50469 ATC SITE NAME: NIKE SITE ADDRESS:
CHAIN LINK FENCE (TYP.)	5572 W AIRWAYS AVE FRANKLIN, WI 53132
EXOTHERMIC WELD (TYP.)	ISSUED FOR FINAL'S
<u> </u>	DRAWN BY: IC APPROVED BY: TP DATE DRAWN: 12/06/17 ATC JOB NO: 4450 STANDARD GROUNDING DETAILS SHEET NUMBER: REVISION: E-602 4



LINE OF ENCLOSURE	AMERICAN TOWER ^o · A.T. ENGINEERING SERVICE, PLLC 3500 REGENCY PARKWAY SUITE 100 CARY, NC 27518 PHONE: (919) 468-0112 COA: P-1177
CH BY ELECTRICAL IRACTOR AMETER GALVANIZED STEEL DUIT FOR SECONDARY TRIC SERVCE BY TRICAL CONTRACTOR GRADE O PROVIDE A DINTISLEEVE CONNECTION EAVE) AT ALL ABOVE GROUND Y CONNECTIONS TO SHELTER	THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OR THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. ITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.
CONTINUATION REFER TO T E-1 AND C-1 3° DIAMETER CONDUIT 90° LONG SWEEP FOR LECTRIC SERVICE BY DNTRACTOR	TERREA 600 BUSSE HIGHWAY PARK RIDGE, IL 60068 PH: 847-698-6400 FAX: 847-698-6401
LEC.	REV. DESCRIPTION BY DATE A CD 90'S IC 03/01/18 1 FINAL CD IC 04/16/18 2 REISSUED FOR FINAL JAY 07/20/18 3 REVISED PER CLIENT COMMENTS IC 10/30/18 4 REVISED CITY COMMENTS DMS 03/15/19
	ATC SITE NUMBER: 50469 ATC SITE NAME: NIKE SITE ADDRESS:
	5572 W AIRWAYS AVE FRANKLIN, WI 53132
	APPROVED BY: TP DATE DRAWN: 12/06/17 ATC JOB NO: 4450 ELECTRICAL AND GROUNDING DETAILS SHEET NUMBER: REVISION:
	E-603 4
GENERAL

THE CONSTRUCTION DOCUMENT DRAWINGS ARE INTERRELATED. WHEN PERFORMING THE WORK, EACH CONTRACTOR MUST REFER TO ALL DRAWINGS. COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

DIVISION 1: GENERAL REQUIREMENTS

SECTION 01700 - PROJECT CLOSEOUT

PART 1 - GENERAL

- A. OBTAIN AND SUBMIT RELEASES ENABLING THE OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES: INCLUDE OCCUPANCY PERMITS, OPERATING CERTIFICATES AND SIMILAR RELEASES
- B. SUBMIT RECORD DRAWINGS, DAMAGE OR SETTLEMENT SURVEY, PROPERTY SURVEY, AND SIMILAR FINAL RECORD INFORMATION.
- C. COMPLETE FINAL CLEAN UP REQUIREMENTS. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES

PART 2 - FINAL CLEANING

1. COMPLETE THE FOLLOWING CLEANING OPERATIONS BEFORE REQUESTING INSPECTION FOR CERTIFICATION OF COMPLETION

- a. CLEAN THE PROJECT SITE, YARD AND GROUNDS, IN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING LANDSCAPE DEVELOPMENT AREAS, OF RUBBISH, WASTE MATERIALS, LITTER AND FOREIGN SUBSTANCES. SWEEP PAVED AREAS BROOM CLEAN. REMOVE PETRO-CHEMICAL SPILLS, STAINS AND OTHER FOREIGN DEPOSITS, RAKE GROUNDS THAT ARE NEITHER PLANTED NOR PAVED, TO A SMOOTH EVEN-TEXTURED SURFACE.
- b. REMOVE TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY AND SURPLUS MATERIAL FROM THE SITE
- c. REMOVE SNOW AND ICE TO PROVIDE SAFE ACCESS TO THE SITE AND EQUIPMENT ENCLOSURE.
- d. CLEAN EXPOSED EXTERIOR AND INTERIOR HARD-SURFACED FINISHES TO A DIRT-FREE CONDITION, FREE OF STAINS, FILMS AND SIMILAR FOREIGN SUBSTANCES. AVOID DISTURBING NATURAL WEATHERING OF EXTERIOR SURFACES.
- e. REMOVE DEBRIS FROM LIMITED ACCESS SPACES, INCLUDING ROOFS, EQUIPMENT ENCLOSURE, MANHOLES, AND SIMILAR SPACES.
- f. TOUCH-UP AND OTHERWISE REPAIR AND RESTORE MARRED EXPOSED FINISHES AND SURFACES. REPLACE FINISHES AND SURFACES THAT CAN NOT BE SATISFACTORILY REPAIRED OR RESTORED, OR THAT SHOW EVIDENCE OF REPAIR OR RESTORATION. DO NOT PAINT OVER "UL" AND SIMILAR LABELS, INCLUDING ELECTRICAL NAME PLATES
- g. LEAVE THE PROJECT CLEAN AND READY FOR OCCUPANCY
- 2. REMOVAL OF PROTECTION: REMOVE TEMPORARY PROTECTION AND FACILITIES INSTALLED DURING CONSTRUCTION TO PROTECT PREVIOUSLY COMPLETED INSTALLATIONS DURING THE REMAINDER OF THE CONSTRUCTION PERIOD.

DIVISION 2: SITE WORK

SECTION 02200 - EARTHWORK AND DRAINAGE

PART 1 - GENERAL

1. WORK INCLUDED: SEE SITE PLAN.

- 2. SEQUENCING a. CONSTRUCT TEMPORARY CONSTRUCTION AREA ALONG FAST FENCE LINE
 - b. GRADE, SEED, FERTILIZE, AND MULCH ALL AREAS DISTURBED BY
 - CONSTRUCTION (INCLUDING UNDERGROUND UTILITY EASEMENTS) IMMEDIATELY AFTER BRINGING LEASE AREA AND ACCESS DRIVE W/ TURNAROUND TO BASE COURSE ELEVATION, WATER TO ENSURE GROWTH

PART 2 - EXECUTION

1. INSPECTIONS: LOCAL BUILDING INSPECTORS SHALL BE NOTIFIED NO LESS THAN 48 HOURS IN ADVANCE OF CONCRETE POURS, UNLESS OTHERWISE SPECIFIED BY JURISDICTION.

2. PREPARATION

- a. CLEAR TREES, BRUSH AND DEBRIS FROM SITE AS REQUIRED.
- b. PRIOR TO OTHER EXCAVATION AND CONSTRUCTION, GRUB ORGANIC MATERIAL TO A MINIMUM OF SIX INCHES (6") BELOW GRADE.
- c. UNLESS OTHERWISE INSTRUCTED BY OWNER, TRANSPORT ALL REMOVED TREES, BRUSH AND DEBRIS FROM THE PROPERTY TO AN AUTHORIZED LANDFILI
- d. PRIOR TO PLACEMENT OF FILL OR BASE MATERIALS, ROLL THE SOIL.
- e WHERE LINSTABLE SOIL CONDITIONS ARE ENCOUNTERED. LINE THE AREAS WITH STABILIZER MAT PRIOR TO PLACEMENT OF FILL OR BASE MATERIAL
- 3. INSTALLATION
 - a. GRADE OR FILL THE SITE AS REQUIRED IN ORDER THAT UPON DISTRIBUTION OF SOILS, RESULTING FROM EXCAVATIONS, THE RESULTING GRADE WILL CORRESPOND WITH SAID SUB-BASE COURSE. ELEVATIONS ARE TO BE CALCULATED FROM BENCHMARK, FINISHED GRADES, OR INDICATED SLOPES
 - b. CLEAR EXCESS SPOILS, JE ANY, FROM JOB SITE AND DO NOT SPREAD BEYOND THE LIMITS OF PROJECT AREA UNLESS AUTHORIZED BY PROJECT MANAGER AND AGREED TO BY LANDOWNER.
 - c. AVOID CREATING DEPRESSIONS WHERE WATER MAY POND.
 - d. THE CONTRACT SHALL INCLUDE GRADING, BANKING, AND DITCHING, UNLESS OTHERWISE INDICATED.
 - e. PLACE FILL OR STONE IN SIX INCH (6") MAXIMUM LIFTS, AND COMPACT BEFORE PLACING NEXT LIFT.
 - f. THE TOP SURFACE COURSE, SHALL EXTEND A MINIMUM OF ONE FOOT (1') BEYOND THE SITE FENCE (UNLESS OTHERWISE NOTED) AND SHALL COVER THE AREA AS INDICATED.
 - g. APPLY SEED, FERTILIZER, AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAP.

- h. UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES, OR CULVERTS BE PLACED SO THAT THEY DIRECT WATER TOWARDS. OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SHELTER OR EQUIPMENT. IF DESIGNS OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.
- i. APPLY SEED. FERTILIZER. AND STRAW COVER TO ALL OTHER DISTURBED AREAS, DITCHES, AND DRAINAGE SWALES, NOT OTHERWISE RIPRAP
- j. UNDER NO CIRCUMSTANCES WILL DITCHES, SWALES, OR CULVERTS BE PLACED SO THAT THEY DIRECT WATER TOWARDS. OR PERMIT STANDING WATER IMMEDIATELY ADJACENT TO SHELTER OR EQUIPMENT. IF DESIGNS OR ELEVATIONS ARE IN CONFLICT WITH THIS, ADVISE CONSTRUCTION MANAGER IMMEDIATELY.
- k. IN DITCHES WITH SLOPES GREATER THAN 10% MOUND DIVERSIONARY HEADWALLS IN THE DITCH AT CULVERT ENTRANCES. POSITION THE HEADWALL AT AN ANGLE NO GREATER THAN THAT 60^ OFF THE DITCH LINE. RIPRAP THE UPSTREAM SIDE OF THE HEADWALL AS WELL AS THE DITCH FOR SIX FEET (6') ABOVE THE CULVERT ENTRANCE.
- I. APPLY SEED AND FERTILIZER TO SURFACE CONDITIONS WHICH WILL ENCOURAGE ROOTING. RAKE AREAS TO BE SEEDED TO EVEN THE SURFACE AND LOOSEN THE SOIL.
- m. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.
- n. ENSURE GROWTH OF SEEDED AND LANDSCAPED AREAS, BY WATERING, UP TO THE POINT OF RELEASE FROM THE CONTRACT, CONTINUE TO REWORK THE BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.
- 4. FIELD QUALITY CONTROL: COMPACT SOILS TO MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557. AREAS OF SETTLEMENT WILL BE EXCAVATED AND REFILLED AT CONTRACTOR'S EXPENSE. INDICATE PERCENTAGE OF COMPACTION ACHIEVED ON AS-BUILT DRAWINGS.
- 5. PROTECTION
- a. PROTECT SEEDED AREAS FROM EROSION BY SPREADING STRAW TO A UNIFORM LOOSE DEPTH OF 1-2 INCHES, STAKE AND TIE DOWN AS REQUIRED. USE OF EROSION CONTROL MESH OR MULCH NET WILL BE AN ACCEPTABLE ALTERNATIVE.
- b. PROTECT ALL EXPOSED AREAS AGAINST WASHOUTS AND SOIL EROSION. PLACE STRAW BALES AT THE INLET APPROACH TO ALL NEW OR EXISTING CULVERTS. WHERE THE SITE OR ROAD AREAS HAVE BEEN ELEVATED IMMEDIATELY ADJACENT TO THE RAIL LINE, STAKE EROSION CONTROL FABRIC FULL LENGTH IN THE SWALE TO PREVENT CONTAMINATION OF THE RAIL BALLAST. ALL EROSION CONTROL METHODS SHALL CONFORM TO APPLICABLE BUILDING CODE REQUIREMENTS.

SECTION 02830 - FENCING AND GATE(S) PART 1 - GENERAL

1. WORK INCLUDED - SEE PLAN FOR SITE AND LOCATION OF FENCE

2. QUALITY ASSURANCE

a. ALL STEEL MATERIALS UTILIZED IN CONJUNCTION WITH THIS SPECIFICATION WILL BE GALVANIZED OR STAINLESS STEEL. WEIGHT OF ZINC COATING ON THE FABRIC SHALL NOT BE LESS THAN 12 OUNCES PER SQUARE FOOT OF MATERIAL COVERED. POSTS SHALL BE HOT-DIPPED IN GRADE "E" ZINC, 18 OUNCES PER SQUARE FOOT.

3. SEOUENCING

a. IF THE SITE AREA HAS BEEN BROUGHT UP TO SURFACE COURSE ELEVATION (PRIOR TO THE FENCE CONSTRUCTION), FENCE POST EXCAVATION SPOILS MUST BE CONTROLLED TO PRECLUDE CONTAMINATION OF SAID SURFACE COURSE.

4. SUBMITTALS

a. MANUFACTURER'S DESCRIPTIVE LITERATURE b. CERTIFICATE OR STATEMENT OF COMPLIANCE WITH THE SPECIFICATIONS.

PART 2 - PRODUCTS 1. FENCE MATERIAL

- a. ALL FABRIC WIRE, RAILS, HARDWARE, AND OTHER STEEL MATERIALS SHALL BE HOT-DIPPED GALVANIZED.
- b. FABRIC SHALL BE SEVEN-FOOT (7') HIGH OR TO MATCH EXISTING FENCE TWO-INCH CHAIN LINK MESH OF NO. 9 GAUGE (0.148") WIRE. THE FABRIC SHALL HAVE A KNUCKLED FINISH FOR THE TOP SELVAGES. FABRIC SHALL CONFORM TO THE SPECIFICATIONS OF ASTM A-392 CLASS 1.
- c. ALL POSTS SHALL BE SCHEDULE 40 MECHANICAL SERVICE PIPE AND SHALL BE TYPE 1 ASTM A-128 AND OF THE FOLLOWING DIAMETER
- i. LINE 2" SCHEDULE 40 (2 3/8" O.D.)
- ii. CORNER 3" SCHEDULE 40 (3 1/2" O.D.)
- iii.GATE 3" SCHEDULE 40 (3 1/2" O.D.)
- d. ALL TOP AND BRACE RAILS SHALL BE 1 DIAMETER SCHEDULE 40 MECHANICAL - SERVICE PIPE.
- e. GATE FRAMES AND BRACES SHALL BE 1.90 INCH DIAMETER SCHEDULE 40 MECHANICAL - SERVICE PIPE. FRAMES SHALL HAVE WELDED CORNERS.
- f. GATE FRAMES SHALL HAVE A FULL-HEIGHT VERTICAL BRACE, AND A FULL-WIDTH HORIZONTAL BRACE, SECURED IN PLACE BY USE OF GATE BRACE CLAMPS.
- g. GATE HINGES SHALL BE MERCHANTS METAL MODEL 64386 HINGE ADAPTER WITH MODEL 6409, 188-DEGREE ATTACHMENT.
- h, A NO. 7 GAUGE ZINC COATED TENSION WIRE SHALL BE USED AT THE BOTTOM OF THE FABRIC, TERMINATED WITH BAND CLIPS AT CORNER AND GATE POSTS
- i. A SIX-INCH BY 1/2-INCH DIAMETER EYEBOLT TO HOLD TENSION WIRE SHALL BE PLACED AT LINE POSTS.
- j. STRETCHER BARS SHALL BE 3/16-INCH BY 3/4-INCH OR HAVE EQUIVALENT CROSS-SECTIONAL AREA.

k. ALL CORNER GATE AND PANELS SHALL HAVE A 3/8-INCH TRUSS ROD WITH TURNBUCKLES.

318. ASTM A184.

PLASTICISING AGENTS.

3. CONCRETE MIX

AS FOLLOWS:

ii. SLUMP: 3 INCHES

OTHER INSERTS.

2. REINFORCEMENT PLACEMENT

DISPLACEMENT.

FORFIGN COATINGS.

(3") UNLESS OTHERWISE NOTED

THAN TWO INCHES (2").

a. VIBRATE ALL CONCRETE.

CONDITIONS APPLY

CONCRETE SURFACES.

6. FIELD QUALITY CONTROL

TAKEN.

ARCHITECT/ENGINEER.

CONCRETE IT REPRESENTS.

3. PLACING CONCRETE

4. CURING

PART 3 - EXECUTION

2. CONCRETE MATERIALS

- I. ALL POST EXCEPT GATE POSTS SHALL HAVE A COMBINATION CAP AND BARBED WIRE SUPPORTING ARM. GATE POSTS SHALL HAVE A DOME CAP.
- m. OTHER HARDWARE INCLUDES BUT MAY NOT BE LIMITED TO TIE CLIPS, BAND CLIPS, AND TENSION BAND CLIPS.
- n. ALL CAPS SHALL BE MALLEABLE IRON, DOME OR ACORN SHAPED AS REQUIRED BY PIPE SIZE.

PART 3 - EXECUTION

- 1. INSPECTION: TO CONFIRM PROPER DEPTH AND DIAMETER OF POST HOLE EXCAVATIONS. ALL POST HOLES WILL BE EXCAVATED AS PER CONSTRUCTION DOCUMENTS.
- 2 INSTALLATION

PART 1 - GENERAL

2. INSPECTIONS

3. QUALITY ASSURANCE

REINFORCING STEEL.

1. REINFORCEMENT MATERIALS

PART 2 - PRODUCTS

FINISH.

ACI 301 AND ASTM 318.

ACI 318, AND ASTM A184.

CONCRETE INSTALLATION.

301, ACI 318, AND ACI 117-90.

BILLET STEEL BARS, PLAIN FINISH

SUPPORTS OR REINFORCING

CONCRETE, FINISHING, AND CURING.

- a. FOUNDATIONS SHALL HAVE A MINIMUM SIX INCH (6") CONCRETE COVER UNDER POST
- b. ALL FENCE POSTS SHALL BE VERTICALLY PLUMB: ON QUARTER INCH (1/4")
- c. AT CORNER POSTS, GATE POSTS, AND SIDES OF GATE FRAME, FABRIC SHALL BE ATTACHED WITH STRETCHER AND TENSION BAND-CLIPS AT
- FIFTEEN (15) INCH INTERVALS. d. AT LINE POSTS, FABRIC SHALL BE ATTACHED WITH BAND-CLIPS AT FIFTEEN
- (15) INCH INTERVALS.
- e. FABRIC SHALL BE ATTACHED TO BRACE RAILS, TENSION WIRE AND TRUSS RODS WITH TIE-CLIPS AT TWO FOOT (2') INTERVALS.
- f. A MAXIMUM GAP OF ONE INCH WILL BE PERMITTED BETWEEN TIE CHAIN LINE FABRIC AND THE FINAL GRADE.
- g. GATE SHALL BE INSTALLED SO LOCKS ARE ACCESSIBLE FROM BOTH SIDES. h. GATE HINGE BOLTS SHALL HAVE THEIR THREADS PEENED OR WELDED TO
- PREVENT UNAUTHORIZED REMOVAL i. CONCRETE TO BE A MINIMUM OF 4,000 PSI AT 7 DAYS. CEMENT SHALL
- EXCEED ASTM C150. TYPE IIIA.
- 3. PROTECTION: UPON COMPLETION OF ERECTION. INSPECT FENCE MATERIAL AND PAINT FIFLD CUTS OR GALVANIZING BREAKS WITH ZINC-BASED PAINT COLOR TO MATCH THE GALVANIZED METAL. APPLICABLE STANDARDS:

ASTM-A120	SPECIFICATION FOR PIPE, STEEL, BLACK AND
	HOT-DIPPED ZINC COATED (GALVANIZED) WELDED
	AND SEAMLESS, FOR ORDINARY USES.

- ASTM-A123 ZINC (HOT-DIP GALVANIZED) COATING ON IRON AND STEEL PRODUCTS.
- ASTM-A153 STANDARD SPECIFICATION FOR ZINC COATING (HOT-DIP) ON IRON AND STEEL HARDWARE. ASTM-A392 SPECIFICATION FOR ZINC-COATED STEEL CHAIN LINK
- FENCE FABRIC.
- ASTM-A491 SPECIFICATION FOR ALUMINUM-COATED STEEL CHAIN LINK FENCE FABRIC ASTM-A525 STANDARD SPECIFICATION FOR STEEL SHEET ZINC
- COATED (GALVANIZED) BY THE HOT-DIPPED PROCESS.
- ASTM-A570 SPECIFICATION FOR HOT-ROLLED CARBON STEEL SHEET AND STRIP. STRUCTURAL QUALITY
- A.FEDERAL SPECIFICATION RR-F-191-FENCING, WIRE AND POST METAL (AND GATES, CHAIN LINK FENCE FABRIC, AND ACCESSORIES)

INSPECTIONS REQUIRED FOR HIS SCOPE OF WORK.

48 HOURS IN ADVANCE OF CONCRETE POURS.

DIVISION 3: CONCRETE

SECTION 03000 - BASIC CONCRETE MATERIALS AND METHODS

1. WORK INCLUDED: FORMWORK, REINFORCEMENT, ACCESSORIES, CAST-IN-PLACE

a. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING BUILDING DEPARTMENT

b. ALL REINFORCING STEEL SHALL BE INSPECTED AND APPROVED BY THE

a. CONSTRUCT AND ERECT CONCRETE FORMWORK IN ACCORDANCE WITH

c. PERFORM CAST-IN-PLACE CONCRETE WORK IN ACCORDANCE WITH ACI

d. OPEN FOUNDATION TRENCHES SHALL BE INSPECTED BY MES PRIOR TO

DRAWINGS FOR APPROVAL BY LESSEE CONSTRUCTION MANAGER/ENGINEER.

MIX DESIGN INFORMATION SHEETS AND TWO (2) BLUELINE DRAWINGS FOR

a. REINFORCEMENT STEEL, ASTM A615, 60 ksi YIELD GRADE, DEFORMED

c. CHAIRS, BOLSTERS, BAR SUPPORTS, SPACERS. SIZED AND SHAPED FOR

b. WELDED STEEL WIRE FABRIC ASTM A185 PLAIN TYPE IN FLAT SHEETS, PLAIN

THE SHOP DRAWING SHALL BE SUBMITTED IN THE FORM OF TWO (2) CONCRETE

4. SUBMITTALS: SUBMIT CONCRETE MIX AND REINFORCING STEEL SHOP

b. PERFORM CONCRETE REINFORCING WORK IN ACCORDANCE WITH ACI 301,

LESSEE'S CONSTRUCTION MANAGER PRIOR TO PLACEMENT OF CONCRETE.

c. THE LESSEE'S CONSTRUCTION MANAGER SHALL BE NOTIFIED NO LESS THAN



DIVISION 5: METALS

PART1 1 - GENERAL

1. SECTION INCLUDES:

STRUCTURAL STEEL FRAMING MEMBERS, BASE PLATES, PLATES, BARS, AND GROUTING UNDER BASE PLATES.

2. SUBMITTALS

SHOP DRAWINGS: INDICATE SIZES, SPACING, AND LOCATIONS OF STRUCTURAL MEMBERS. OPENINGS, CONNECTIONS, CAMBERS, LOADS, AND WELDED SECTIONS.

3 OLIALITY ASSURANCE

- A. FABRICATE STRUCTURAL STEEL MEMBERS IN ACCORDANCE WITH AISC SPECIFICATIONS FOR THE DESIGN FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS
- B. PERFORM DESIGN UNDER DIRECT SUPERVISION OF A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE.

PART 2 - PRODUCTS

1. MATERIALS:	
A. STRUCTURAL STEEL MEMBERS:	ASTM A572, GRADE 50
B. STRUCTURAL TUBING:	ASTM A500, GRADE B
C. PIPE:	ASTM A53, TYPE E OR S, GRADE B
D. BOLTS, NUTS, AND WASHERS:	ASTM A325
E. ANCHOR BOLTS:	ASTM A307
F. WELDING MATERIALS:	AWS 01.1, TYPE REQUIRED FOR
	MATERIALS BEING WELDED
G. GROUT:	NON - SHRINK TYPE, PREMIXED
	COMPOUND CONSISTING OF NONMETALLIC AGGREGATE, CEMENT, WATER REDUCING AND PLASTICIZING ADDITIVES, CAPABLE OF DEVELOPING A MINIMUM COMPRESSIVE STRENGTH OF 7000 PSI AT 28 DAYS.
H. SHOP AND TOUCH-UP PRIMER:	SSPC 15, TYPE 1, RED OXIDE
I. TOUCH-UP PRIMER	
FOR GALV. SURFACES	ZINC RICH TYPE

2. FABRICATION

CONTINUOUSLY SEAL JOINTED MEMBERS BY CONTINOUS WELDS. GRIND EXPOSED WELDS SMOOTH

- 3. FINISH
- A. PREPARE STRUCTURAL COMPONENT SURFACES IN ACCORDANCEWITH SSPC SP-1 TO SP-10 PROCEDURES.
- B. STRUCTURAL STEEL MEMBERS SHALL BE HOT DIPPED GALVANIZED

PART 3 - EXECUTION

- 1. EXAMINATION AND PREPARATION
- VERIFY THAT THE FIELD CONDITIONS ARE ACCEPTABLE.
- 2 FRECTION
- A. ALLOW FOR ERECTION LOADS. PROVIDE TEMPORARY BRACING TO MAINTAIN FRAMING IN ALIGNMENT UNTIL COMPLETION OF ERECTION AND INSTALLATION OF PERMANENT BRIDGING AND BRACING
- B. FIELD WELD COMPONENTS INDICATED ON SHOP DRAWINGS.
- C. DO NOT FIELD CUT OR ALTER STRUCTURAL MEMBERS WITHOUT APPROVAL OF THE ARCHITECT/ENGINEER
- D. AFTER ERECTION. TOUCH-UP WELDS, ABRASIONS, AND SURFACES NOT SHOP PRMED OR GALVANIZED WITH TOUCH-UP PRMERS AS SPECIFIED UNDER SECTION 05000, OMETALS, PART 2 - PRODUCTS. H & I. SURFACES TO BE IN CONTACT WITH CONCRETE NOT INCLUDED.

3. FIELD QUALITY CONTRO

FIELD INSPECTION OF MEMBERS, CONNECTIONS, WELDS, AND TOUROUING

DIVISION 16: ELECTRICAL

SECTION 16050 - BASIC ELECTRICAL MATERIALS AND METHODS

- 1. CONTRACTOR SHALL REVIEW THE CONTRACT DOCUMENTS PRIOR TO ORDERING THE ELECTRICAL EQUIPMENT AND STARTING THE ACTUAL CONSTRUCTION. CONTRACTOR SHALL ISSUE A WRITTEN NOTICE OF ALL FINDINGS TO THE ARCHITECT LISTING ANY DISCREPANCIES OR CONFLICTING INFORMATION.
- 2. ELECTRICAL PLANS. DETAILS AND DIAGRAMS ARE DIAGRAMMATIC ONLY. VERIFY EXACT LOCATIONS AND MOUNTING HEIGHTS OF ELECTRICAL EQUIPMENT WITH OWNER PRIOR TO INSTALLATION.
- 3. EACH CONDUCTOR OF EVERY SYSTEM SHALL BE PERMANENTLY TAGGED IN EACH PANELBOARD, PULLBOX, JUNCTION BOX, SWITCH BOX, ETC. THE TYPE OF TAGGING METHODS SHALL BE IN COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A).
- 4. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND IN GOOD WORKING CONDITION WHEN INSTALLED AND SHALL BE OF THE BEST GRADE AND OF THE SAME MANUFACTURER THROUGHOUT FOR EACH CLASS OR GROUP OF EQUIPMENT. MATERIALS SHALL BE LISTED "J" WHERE APPLICABLE, MATERIALS SHALL MEET WITH APPROVAL OF ALL GOVERNING BODIES HAVING JURISDICTION. MATERIALS SHALL BE MANUFACTURED IN ACCORDANCE WITH APPLICABLE STANDARDS ESTABLISHED BY ANSI, NEMA, NBFU, AND 'UL" LISTED
- 5. ALL CONDUIT SHALL HAVE A PULL CORD.
- 6. PROVIDE PROJECT MANAGER WITH ONE SET OF COMPLETE ELECTRICAL "AS INSTALLED" DRAWINGS AT THE COMPLETION OF TH JOB, SHOWING ACTUAL DIMENSIONS, ROUTINGS, AND CIRCUITS
- 7. ALL CIRCUIT BREAKERS, FUSES AND ELECTRICAL EQUIPMENT SHALL HAVE AN INTERRUPTING SHORT CIRCUIT CURRENT TO WHICH THEY MAY BE SUBJECTED. AND A MINIMUM OF 10.000 A.I.C.
- 8. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE GROUNDED AS REQUIRED BY UBC, NEC AND ALL APPLICABLE CODES.
- 9. PATCH, REPAIR AND PAINT ANY AREA THAT HAS BEEN DAMAGED IN THE COURSE OF THE ELECTRICAL WORK.
- 10. PLASTIC PLATES FOR ALL SWITCHES, RECEPTACLES, TELEPHONE AND BLANKED OUTLETS SHALL HAVE ENGRAVED LETTERING WHERE INDICATED ON THE DRAWINGS. WEATHERPROOF RECEPTACLES SHALL HAVE SIERRA #WPD-8 LIFT COVERPLATES.

SECTION 1640 - SERVICE AND DISTRIBUTION

- 1. WIRE AND CABLE CONDUCTORS SHALL BE COPPER, 600V, TYPE THHN OR THWN, WITH A MIN. SIZE OF #12 AWG, COLOR CODED. ALL RECTIFIER DROPS SHALL BE STRANDED TO ACCEPT CRIMP CONNECTORS
- 2. ALL CHEMICAL GROUND RODS SHALL BE "UL" APPROVED.
- 3. METER SOCKET AMPERES, VOLTAGE, NUMBER OF PHASES SHALL BE AS NOTED ON THE DRAWINGS. MANUFACTURED BY MILBANK OR APPROVED EQUAL, AND SHALL BE UTILITY COMPANY APPROVED

4. CONDUIT

- A. RIGID CONDUIT SHALL BE U.L LABEL GALVANIZED ZINC COATED WITH GALVANIZED ZINC INTERIOR AND SHALL BE USED WHEN INSTALLED IN OR UNDER CONCRETE SLABS, IN CONTACT WITH THE FARTH. UNDER PUBLIC ROADWAYS, IN MASONRY WALLS OR EXPOSED ON BUILDING EXTERIOR. RIGID CONDUIT IN CONTACT WITH EARTH SHALL BE ½ LAPPED WRAPPED WITH HUNTS WRAP PROCESS NO. 3.
- B. ELECTRICAL METALLIC TUBING SHALL HAVE U.L. LABEL. FITTING SHALL BE GLAND RING COMPRESSION TYPE
- C. FLEXIBLE METALLIC CONDUIT SHALL HAVE U.L. LISTED LABEL AND MAY BE USED WHERE PERMITTED BY CODE, FITTINGS SHALL BE "JAKE" OR SQUEEZE" TYPE, ALL FLEXIBLE CONDUITS
- SHALL HAVE FULL LENGTH GROUND WIRE. D. ALL LINDERGROUND CONDUIT SHALL BE AS NOTED ON THE DRAWINGS AT A MINIMUM DEPTH OF 42" BELOW GRADE. IT IS REQUIRED AND WILL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR TO NOTIFY J.U.L.I.E. AT 1-800-892-0123 OR OTHER SUCH NOTIFYING AGENCY FORTY-EIGHT (48) HOURS PRIOR TO DIGGING.
- 5 CONTRACTOR TO COORDINATE WITH UTH ITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS ARE TO BE PAID BY THE CONTRACTOR.
- 6. ALL ELECTRICAL EQUIPMENT SHALL BE LABELED WITH PERMANENT ENGRAVED PLASTIC LABELS WITH WHITE ON BLUE BACKGROUND LETTERING (MINIMUM LETTER HEIGHT SHALL BE ONE FORTH INCH (1/4'). NAMEPLATES SHALL BE FASTENED WITH STAINLESS STEEL SCREWS. NOT ADHESIVE.
- 7. UPON COMPLETION OF WORK, CONDUCT CONTINUITY, SHORT CIRCUIT, AND FALL POTENTIAL GROUNDING TESTS BY AN INDEPENDENT TESTING SERVICE ENGAGED BY THE CONTRACTOR SHALL BE SUBMITTED FOR APPROVAL. SUBMIT TEST REPORTS TO PROJECT MANAGER. CLEAN PREMISES OF ALL DEBRIS RESULTING FROM WORK AND LEAVE WORK IN A COMPLETE AND UNDAMAGED CONDITION
- 8. GROUNDING ELECTRODE SYSTEM
- A. PREPARATION
- 1. SURFACE PREPARATION
 - ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL PAINTS SURFACES SHALL BE FIELD INSPECTED AND MODIFIED TO ENSURE PROPER CONTACT, NO WASHERS ARE ALLOWED BETWEEN THE ITEMS BEING GROUND. ALL CONNECTIONS ARE TO
- HAVE A NO-OXIDIZING GENT APPLIED PRIOR TO INSTALLATION. 2. GROUND BAR PREPARATION
- ALL COPPER GROUND BARS SHALL BE CLEANED. POLISHED AND A NON-OXIDIZING AGENT APPLIED. NO FINGERPRINTS OR DISCOLORED COPPER WILL BE PERMITTED

SLEEVES:

ALL GROUNDING CONDUCTORS SHALL RUN THROUGH PVC SLEEVES WHEREVER CONDUCTORS RUN THROUGH WALLS, FLOORS OR CEILINGS. IF CONDUCTORS MUST RUN THROUGH EMT, BOTH ENDS OF CONDUIT SHALL BE GROUNDED. SEAL BOTH ENDS OF CONDUIT WITH SILICONE CAULK.

B. GROUND BARS

- 1. ALL GROUND BARS SHALL BE ONE FORTH INCH (1/4" THICK TINNED COPPER PLATE AND OF AND OF SIZE INDICATED ON DRAWING
- 2 ALL CONNECTIONS TO THE GROUND BAR SHALL OBSERVE THE FOLLOWING SEQUENCE
- A. BOLT-HEAD
- B. 2-HOLF LUG
- C. TINNED COPPER BUSS BAR
- D. STAR WASHER

E. NUT

- C. EXTERNAL CONNECTIONS
- 1. ALL BURIED GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCES: CONNECTIONS SHALL INCLUDE ALL CABLE TO CABLE, SPLICES, TEE'S, CROSSES, ETC, ALL CABLE TO GROUND RODS, GROUND ROD SPLICES AND LIGHTNING PROTECTION SYSTEMS ARE TO BE AS INDICATED, ALL MATERIALS USED (MOLDS, WELDING METAL, TOOLS, ETC.) SHALL BE BY "CADWELD" AND INSTALLED PER MANUFACTURER'S RECOMMENDED PROCEDURES.

2 ALL ABOVE GRADE GROUNDING AND BONDING CONDUCTORS SHALL BE CONNECTED BY TWO HOLE CRIMP TYPE (COMPRESSION) CONNECTIONS (EXCEPT FOR THE ACEG AND GROUND ROD) MECHANICAL CONNECTIONS, FITTINGS OR CONNECTIONS THAT DEPEND SOLELY ON SOLDIER SHALL NOT BE USED. ALL CABLE TO CABLE CONNECTIONS SHALL BE HIGH PRESSURE DOUBLE CRIMP TYPE CONNECTIONS. CONNECTIONS TO STRUCTURAL STEEL SHALL BE EXOTHERMIC WELDS.

D. GROUND RODS

GROUND BAR AT SERVICE ENTRANCE SHALL BE 3/4"x10 LONG CU. ALL OTHER GROUND RODS SHALL BE 5/8 -INCH DIAMETER X 10' -0" LONG "COPPERWELD" OR APPROVED EQUAL, OF THE NUMBER AND LOCATIONS INDICATED. GROUND RODS SHALL BE DRIVEN FULL LENGTH VERTICAL IN UNDISTURBED EARTH

E. GROUND RODS

ALL GROUND RODS SHALL BE STANDARD TINNED SOLID BARE COPPER ANNEALED. AND OF SIZE INDICATED ON DRAWINGS UNLESS NOTED OTHERWISE

- F. LUGS
- 1. LUGS SHALL BE 2 HOLE, LONG BARREL, STRAND COPPER UNLESS OTHERWISE
- SPECIFIED IN THE CONTRACT DOCUMENTS. LUGS SHALL BE THOMAS AND BETTS SERIES

	#346BE ON EQUIVAL	ENI
A.	535 MCM DLO	54880BE
Β.	262 MCM DLO	54872BE
C.	#1/0 DLO	54862BE
D.	#4/0 THWN AND BARE	54866BE
E.	#2/0 THWN	54862BE
F.	#2 THHN	54207BE

2. WHEN THE DIRECTION OF THE CONDUCTOR MUST CHANGE. IT SHALL BE DONE GRADUALLY. THI CURVATURE OF THE TURN SHALL BE DONE IN ACCORDANCE WITH THE FOLLOWING CHART

1 GENERAL

MATERIALS

a. COAXIAL CABLE

FEET SHALL BE 7/8".

SWEEP TEST

2. MATERIALS

OF STANDARD COMMERCIAL QUALITY

SUPPLIED BY THE CONTRACTOR.

3. ANTENNA AND COAXIAL CABLE GROUNDING

CABLE (NOT WITHIN BENDS) 4. COAXIAL CABLE IDENTIFICATION

CABLE AND JUMPER ARE CONNECTED).

	GROUNDING CONDUCTOR SIZE	MINIMUM BENDING RADIUS TO INSIDE EDGE
NO.	6 AWG TO NO. 4 AWG	6 INCHES
NO.	2 AWG TO NO. 1/0 AWG	8 INCHES
NO.	2/0 AWG TO 4/0 MCM	12 INCHES
	250 MCM TO 750 MCM	24 INCHES

54205BE

G. GROUND RING

G. #6 DLO

- 1. THE EXTERNAL GROUND RING ENCIRCLING THE TOWER (IF APPLICABLE) AND BETWEEN BETWEEN THE EQUIPMENT SHELTER PLATFORM ANCHORS SHALL BE MINIMUM NO. 2 A.W.G SOLID TINNED BARE COPPER CONDUCTOR IN DIRECT CONTACT WITH THE EARTH AT THE DEPTH INDICATED ON THE DRAWINGS. CONDUCTOR BENDS SHALL HAVE A MINIMUM BENDING RADIUS OF EIGHT INCHES (8").
- 2. ALL EXTERNAL GROUND RINGS ARE TO BE JOINED TOGETHER AND ALL CONNECTIONS MUST BE CADWELDED. NO LUNGS OR CLAMPS WILL BE ACCEPTED.

H. FENCE/GATE

GROUND EACH GATE POST, CORNER POST AND GATE AS INDICATED ON DRAWING GROUND CONNECTIONS TO FENCE POST AND ALL OTHER CONNECTIONS FOR THE GROUND GRID SYSTEM SHALL BE MADE BY EXOTHERMIC WELD PROCESS, AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS AND PROCEDURES, AND SPRAYED WITH COLD-GALVANIZED PAINT

3 LEFE FALL POTENTIAL TESTS

A. FOR RAW LAND SITE

- 1. GROUND TESTS SHALL BE PERFORMED AS INDICATED ON DRAWINGS, A BIDDLE GROUND OHMER OR THE METHOD OF USING TWO AUXILIARY GROUND RODS (AS DESCRIBED IN I.E.E.E. STANDARDS NO. 81-1983, PART 1) MAY BE USED. THE LE.E. METHOD REQUIRES THE USE OF AN A.C. TEST CURRENT. THE AUXILIARY TEST RODS MUST BE SUFFICIENTLY FAR AWAY FROM THE ROD UNDER TEST SO THAT THE REGIONS IN WHICH THEIR RESISTANCE IS LOCALIZED DO NOT OVERLAP. THE TEST POINT WILL BE GROUND ROD AND WILL CONSIST OF THE THREE POINT FALL OF POTENTIAL 5. TESTING MEGGER TEST METHOD, USING THE BIDDLE NULL-BALANCE EARTH TESTER (MEGGER #250220-2 OR FOUIVALENT)
- 2. CONTRACTOR TO CONDUCT GROUND RESISTANCE TEST IN THE FORMAT AS FOLLOWS B. EQUIPMENT PAD
- 1. FIRST TEST SHALL BE WITH FOUR GROUND RODS INSTALLED, ONE AT EACH CORNER OF THE PAD BUT NOT CONNECTED TO THE MAIN GROUNDING BUS, FURNISH WIRE TO CONNECT (TEMPORARY CLAMP) ALL FOUR GROUND RODS TOGETHER TO MAKE A SYSTEM TEST AFTER EACH ROD IS INDIVIDUALLY TESTED, IF ANY INDIVIDUAL ROD TESTS 35 OHMS OR MORE, THE ELECTRICAL CONTRACTOR AND OWNER'S REPRESENTATIVE SHOULD BE NOTIFIED SO THAT THE ROD CAN BE DRIVEN DEEPER UNTIL ALL FOUR RODS HAVE A RESISTANCE OF 10 OHMS OR LESS ON A DRY DAY
- 2. SECOND TEST- SHALL BE WITH THE GROUND RODS CONNECTED, WITH DRY SOIL AND WHEN NO STANDING WATER HAS BEEN PRESENT FOR THE PAST TEN (10) DAYS. THE MAXIMUM ALLOWABLE READING IS 5 OHMS TO GROUND. IF THE RESISTANCE OF THE ENTIRE SYSTEM EXCEEDS 5 OHMS, NOTIFY THE CONTRACTOR AND OWNER'S REPRESENTATIVE SO THAT ADDITIONAL AND/OR DEEPER RODS CAN BE INSTALLED.

C. TOWER

- 1. FIRST TEST SHALL BE WITH THREE GROUND RODS INSTALLED (MINIMUM), EQUALLY SPACED AROUND THE TOWER FOUNDATION, BUT NOT CONNECTED TO THE SHELTER PAD EXTERNAL GROUND RING. FURNISH WIRE TO CONNECT (TEMPORARY CLAMP) ALL THREE GROUND RODS TOGETHER TO MAKE A SYSTEM TEST AFTER FACH ROD IS INDIVIDUALLY TESTED. JE ANY INDIVIDUAL ROD TESTS 25 OHMS OR MORE, NOTIFY THE CONTRACTOR AND OWNER'S REPRESENTATIVE SO THAT THE ROD CAN BE DRIVEN DEEPER UNTIL ALL THREE (3) RODS HAVE A RESISTANCE OF 10 OHMS OR LESS ON A DRY DAY.
- 2. SECOND TEST- SHALL BE WITH THE GROUND RODS CONNECTED, WITH DRY SOIL AND WHEN NO STANDING WATER HAS BEEN PRESENT FOR THE PAST (10) DAYS. THE MAXIMUM ALLOWABLE READING IS 5 OHMS THE ELECTRICAL CONTRACTOR AND OWNER'S REPRESENTATIVE SHOULD BE NOTIFIED SO THAT EITHER ADDITIONAL AND/OR DEEPER RODS CAN BE INSTALLED. D. EQUIPMENT PAD AND TOWER
- 1. AFTER THE FOUIPMENT PAD AND TOWER GROUND RESISTANCE TEST IS COMPLETED CONTRACTOR SHALL TIE EQUIPMENT PAD EXTERNAL GROUND RING AND TOWER EXTERNA GROUND RING TOGETHER AFTER FIRST AND SECOND TEST ALL CONNECTIONS MUST BE MADE USING EXOTHERMIC WELD. NO LUGS OR CLAMPS WILL BE ACCEPTED.
- 2 AFTER ALL THE EXTERNAL GROUND RINGS ARE TIED TOGETHER. COMPETE A MEGGER CHECKER OF THE GROUND SYSTEM SHOULD BE DONE. THE MAXIMUM ALLOWABLE LEADING IS 5 OHMS TO GROUND.

10. GROUNDING RESISTANCE TEST REPORT

UPON COMPLETION OF THE TESTING FOR EACH SITE, A TEST REPORT SHOWING RESISTANCE IN OHMS WITH AUXILIARY POTENTIAL ELECTRODES AT 5 FEET AND 10 FEET INTERVALS UNTIL THE AVERAGE RESISTANCE STARTS INCREASING AND ALSO NOTE THAT 10-15 PHOTOS MUST BE TAKEN TO PROOF ENTIRE EXTERNAL GROUND RING SYSTEM BEFORE BACKFILL. TWO (2) SETS OF TEST DOCUMENTS AREA OF THE INDEPENDENT TESTING SERVICE TO BE BOUND AND SUBMITTED WITHIN ONE (1) WEEK OF WORK COMPLETION

SECTION 16503 - POLES, POSTS, AND STANDARDS (SINGLE MAST AND SELF SUPPORTING TOWERS)

A. LIGHTNING ROD AND EXTENSION PIPE INCLUDING ALL APPURTENANCES, TO BE FURNISHED BY

GROUND TOWER WITH A MINIMUM OF #2 AWG TINNED SOLID BARE COPPER CONDUCTOR

CADWELDED TO TOWER BASE PLATE, TWO (2) GROUNDING LEADS PER TOWER BASE PLATE.

B. PROVIDE TEMPORARY LIGHTING FOR TOWER AS PER FAA REGULATIONS DURING

1. GENERAL

C. GROUNDING:

OWNER, IF REQUIRED

CONSTRUCTION, IF REQUIRED.







SCALE 1" = 6				SMSA		limited partnership	A/h/a V/EDIZON M/IDEI ESS		
0 1/2" 1" 2" 22" x 34" PRINT IS THE FULL SCALE FORMAT. ANY SIZE OTHER THAN THAT IS AT REDUCED SCALE.		4			600 BUSSE HIGHWAY	PARK RIDGE, IL 60068 PH: 847-698-6400	FAX: 847-698-6401		
		BY	AU	DMS	DMS	DMS			
		DATE	05/03/18	08/10/18	08/21/18	03/15/19			
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3 PROPOSED HANDHOLE AT COMPOUND

PROPOSED HANDHOLE LOCATION

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	LOC. # 113524 MW NIKE FRANKLIN (140707) 5600 AIRWAYS AVE FRANKLIN, WI 53132							
	DRAWN BY: AU							
	CHECKED BY: RYU DATE: 04/09/18							
PROJECT #: 129-017 SHEET TITLE PHOTO EXHIBIT								
SHEET NUMBER								





• = 1" IRON PIPE FOUND \bigcirc = EXISTING POWER POLE ☑ = ELECTRIC TRANSFORMER

 Θ = GAS METER \bigcirc = GROUNDING PORT \odot = CONDUIT \equiv STORM INLET (ROUND) (F) = STORM MANHOLE \otimes = WATER VALVE - OPL- OPL- = OVERHEAD ELECTRIC

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

-DIGGERS HOTLINE TICKET NO. 20181006562.

-PRIVATE UTILITIES MARKED ON 3-23-2018.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS

-ACCORDING TO FEDERAL EMERGENCY AGENCY MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", COMMUNITY PANEL NO. 55079C0226E, DATED SEPTEMBER 26 2008, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLAIN".

-THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST



Review Notes

Contents:

- 1. Staff Comments to Site Plan Amendment Dated 1/23/19
- 2. ATC Responses to Comments Dated 2/11/19

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City of Franklin Department of City Development

Date:January 23, 2019To:John Burchfield, Project ManagerFrom:City Development StaffRE:American Tower Site Plan Amendment – Staff Comments

Please be advised that City Staff has reviewed the above application. Department comments are as follows for the Site Plan Amendment Application submitted by American Tower and date stamped by the City of Franklin on December 12, 2018.

Unified Development Ordinance (UDO) Requirements

<u>Site Plan</u>

- 1. Please indicate the date of site plan submittal with all dates of revision w/ reviser's initials per Section 15-7.0103-D of the UDO.
- 2. Please indicate the site size in square feet and acres on the Site Plan per Section 15-7.0103-E of the UDO.
- 3. Please illustrate off-street parking spaces, loading, ingress and egress and driveway locations of adjoining properties per Section 15-7.0103-H of the UDO.
- 4. Please indicate the width of the West Airways Avenue right-of-way and label "ROW" as required by Section 15-7.0103-L of the UDO.
- 5. Is any new landscaping proposed with this project? Please provide a landscape plan per Section 15-7.0103(R) and 15-7.0300 which illustrates any proposed and/or existing plantings.
- 6. If new lighting is proposed, please provide a lighting plan per Section 15-7.0103(W) of the UDO. Lighting standards can be found in Division 15-5.0400 of the UDO.
- 7. Please indicate the existing zoning of the property on the site plan per Section 15-7.0103-Z of the UDO. The property is zoned: M-1 Limited Industrial District.
- 8. Per Section 15-7.0103-CC of the UDO, the project summary should include fiscal impact upon the City of Franklin, operational information, building schedule, and estimate of project value, including all site improvement costs.

Staff Recommendations

<u>Site Plan</u>

1. The M-1 Limited Industrial District requires a minimum rear yard setback of 15feet per Table 15-3.0309 of the City of Franklin Unified Development Ordinance. Staff recommends the proposed generator and equipment shelter meet this requirement. Please depict the rear yard setback for these structures.

- 2. Please illustrate all property boundaries on the Site Plan. Specifically, the north property line is currently not shown.
- 3. Please submit color copies of your revised plans.
- 4. Please provide colored building elevations (Sheet C-402).
- 5. Please label the building materials (and their colors) for the proposed equipment shelter.
- 6. Please label the height of the proposed chain-link fence. Please note barbed wire may be allowed on the top of fences six (6) feet or more in height, per Section 15-3.0803C2d. of the City of Franklin Unified Development Ordinance.
- 7. In May of 2018 a "Written SOW" was provided (attached) which stated the estimated construction cost for this project was \$300,000. However, the current project narrative states the estimate of value/cost of the project is \$50,000. Please rectify this discrepancy.
- 8. Where do employees and/or contractors visiting the tower site park? Is it within the fenced compound, or somewhere outside of the fenced compound? If it's outside of the fenced compound, then please label this area.

Project Summary

- 9. Please indicate that no additional parking, lighting or signage is being proposed. If additional parking, lighting or signage is proposed, please provide the required plans.
- 10. Please explain in the project narrative, the size in square feet of the existing concrete equipment pad, the size in square feet of the new concrete equipment pad extension, and the overall size in square feet of the resulting equipment pad area.
- 11. Please verify whether or not the existing equipment shelter will be removed if the proposed new shelter is installed.
- 12. Please list the names of all of the existing carriers on the monopole and label their ground mounted equipment in the fenced compound accordingly.

Other

13. Please provide copies of a signed amended lease agreement with your Plan Commission submittal.

Engineering Staff Comments

14. The Franklin Engineering Department has reviewed this submittal and do not have any comments.

Fire Department Staff Comments

15. 10.14.10 Internal combustion power sources10.14.10.1 Fueling. Fuel tanks hall be of adequate capacity to permit uninterrupted operation during normal operating hours.

10.14.10.2 Refueling. Refueling shall be conducted only when not in use.

10.14.10.3 Protection. Internal combustion power sources shall be isolated from contact with the public by physical guards, fencing, or an enclosure.

10.14.10.4 Fire Extinguishers. A minimum of one portable fire extinguisher with a rating of not less than 2-A:10BC shall be provided.

Police Department Staff Comments

16. The Franklin Police Department has reviewed the application for 5572 W. Airways Avenue. The Police Department has no issues with this request.



February 11, 2019

ATC - Nike - Construction Drawing Revisions 600 Busse Highway Park Ridge, IL 60068 Date of Revision: 02/11/2019

ATC - Nike (Site Number 50469) 5572 W. Airways Ave. Franklin, WI 53132

RE: Revisions per City of Franklin – Staff Comments

Review Notes:

Unified Development Ordinance (UDO) Requirements:

Site Plan

- 1. Please indicate the date of site plan submittal with all dates of revision w/ reviser's initials per Section 15-7.0103-D of the UDO.
 - a **Refer to border of drawing.**
- 2. Please indicate the site size in square feet and acres on the Site Plan per Section 15-7.0103-E of the UDO.
 - a Refer to C-101, C-101A, & C-201.
- 3. Please illustrate off-street parking spaces, loading, ingress and egress and driveway locations of adjoining properties per Section 15-7.0103-H of the UDO.
 - a Refer to C-101 and attached survey for view of entire property.
- 4. Please indicate the width of the West Airways Avenue right-of-way and label "ROW" as required by Section 15-7.0103-L of the UDO.
 a *Refer to new dimension labeled on C-101.*
- 5. Is any new landscaping proposed with this project? Please provide a landscape plan per Section 15-7.0103(R) and 15-7.0300 which illustrates any proposed and/or existing plantings.
 a N/A
- 6. If new lighting is proposed, please provide a lighting plan per Section 15-7.0103(W) of the UDO. Lighting standards can be found in Division 15-5.0400 of the UDO. a N/A



- 7. Please indicate the existing zoning of the property on the site plan per Section 15-7.0103-Z of the UDO. The property is zoned: M-1 Limited Industrial District.
 a *Refer to G-001 below "Project Summary" under "Zoning Information."*
- 8. Per Section 15-7.0103-CC of the UDO, the project summary should include fiscal impact upon the City of Franklin, operational information, building schedule, and estimate of project value, including all site improvement costs.
 - a Refer to separate document provided by LLC.



Staff Recommendations

Site Plan

- 1. The M-1 Limited Industrial District requires a minimum rear yard setback of 15feet per Table 15-3.0309 of the City of Franklin Unified Development Ordinance. Staff recommends the proposed generator and equipment shelter meet this requirement. Please depict the rear yard setback for these structures.
 - a Refer to separate document provided by LLC.
 - b LLC to apply for "Zoning Variance."
- 2. Please illustrate all property boundaries on the Site Plan. Specifically, the north property line is currently not shown.
 - a Refer to C-101 and attached survey for view of entire property.
- 3. Please submit color copies of your revised plans.
 - a Refer to newly added C-101B sheet for colored site plan.
 - b N/A Revised set of drawings will be provided in color.
- 4. Please provide colored building elevations (Sheet C-402).
 - a Refer to newly added C-402A sheet for colored elevation.
- 5. Please label the building materials (and their colors) for the proposed equipment shelter. a *Refer to C-402 with newly added note.*
- 6. Please label the height of the proposed chain-link fence. Please note barbed wire may be allowed on the top of fences six (6) feet or more in height, per Section 153.0803C2d. of the City of Franklin Unified Development Ordinance.
 - a Refer to C-101A & C-201 with updated callout.
 - b Refer to C-301 with updated callout.
- 7. In May of 2018 a "Written SOW" was provided (attached) which stated the estimated construction cost for this project was \$300,000. However, the current project narrative states the estimate of value/cost of the project is \$50,000. Please rectify this discrepancy.
 - a Refer to separate document provided by LLC.
- 8. Where do employees and/or contractors visiting the tower site park? Is it within the fenced compound, or somewhere outside of the fenced compound? If it's outside of the fenced compound, then please label this area.
 - a Refer to C-101A with updated callouts.



Project Summary

Site Plan

- 1. Please indicate that no additional parking, lighting or signage is being proposed. If additional parking, lighting or signage is proposed, please provide the required plans.
 - a Refer to C-101, C-101A & C-201 with newly added note.
- 2. Please explain in the project narrative, the size in square feet of the existing concrete equipment pad, the size in square feet of the new concrete equipment pad extension, and the overall size in square feet of the resulting equipment pad area.
 - a Refer to separate document provided by LLC
 - b Refer to C-101A & C-201 with updated callouts.
- 3. Please verify whether or not the existing equipment shelter will be removed if the proposed new shelter is installed.
 - a Refer to C-101A & C-201 with updated callouts.
- 4. Please list the names of all of the existing carriers on the monopole and label their ground mounted equipment in the fenced compound accordingly.
 - a Refer to C-101A & C-201 with updated callouts.

Other

- 1. Please provide copies of a signed amended lease agreement with your Plan Commission submittal.
 - a Refer to separate document provided by LLC

Engineering Staff Comments

- 1. The Franklin Engineering Department has reviewed this submittal and do not have any comments.
 - a *N/A*



Fire Department Staff Comments

1. **10.14.10 Internal combustion power sources**

10.14.10.1 Fueling. Fuel tanks hall be of adequate capacity to permit uninterrupted operation during normal operating hours.

a *N/A*

10.14.10.2 Refueling. Refueling shall be conducted only when not in use.

b *N/A*

10.14.10.3 Protection. Internal combustion power sources shall be isolated from contact with the public by physical guards, fencing, or an enclosure.

c *N/A*

10.14.10.4 Fire Extinguishers. A minimum of one portable fire extinguisher with a rating of not less than 2-A:10BC shall be provided.

d Refer to C-401; Added note for G.C. to provide 2-A:10BC Fire Extinguisher

Police Department Staff Comments

2. The Franklin Police Department has reviewed the application for 5572 W. Airways Avenue. The Police Department has no issues with this request.

a *N/A*

CITY OF FRANKLIN REPORT TO THE PLAN COMMISSION

Meeting of June 20, 2019

Planned Development District Amendment and Site Plan Amendment

RECOMMENDATION: City Development staff recommends approval of the Planned Development District No. 28 Minor Amendment and the Site Plan Amendment subject to the conditions of approval in attached draft ordinance and draft resolution.

Project Name:	Conservancy for Healing and Heritage Healing Garden				
Project Address:	Approximately 6941 S. 68 th Street				
Applicant:	Susan A. Rabe, Conservancy for Healing and Heritage Inc.				
Property Owner:	Conservancy for Healing and Heritage, Inc.				
Current Zoning:	PDD Planned Development District No. 28 and FW Floodway District				
2025 Comprehensive Plan:	Areas of Natural Resource Features				
Use of Surrounding Properties:	Commercial and medical uses to the south, vacant conservancy land to the north and east, and vacant conservancy land and Loomis Road (STH 36) to the west				
Applicant's Action Requested:	Recommendation to the Common Council for approval of the proposed Planned Development District Amendment and Site Plan Amendment				

INTRODUCTION/HISTORY:

On August 17, 2010, representatives of the Conservancy for Healing and Heritage, Inc. (owners of the subject property encompassing Koepmeir Lake) presented a proposal to the Common Council to amend Planned Development District (PDD) No. 28 to allow development of:

- a proposed healing garden (partially within PDD No. 28 and partially within the adjacent Wheaton Franciscan Healthcare property);
- an educational trail (connecting the healing garden, Koepmeir Lake, the proposed chapel, and the Polish Community Center, to one another); and
- a chapel (renovation of the existing delapitated boathouse/lake house on Koepmeir Lake).

The applicant also noted that the educational trail would be open to the public and that the chapel would likely be constructed sometime after the proposed healing garden and educational trail. The Common Council subsequently moved to:

"Provide direction to the Plan Commission and staff in regard to City sponsorship of the proposed PDD Amendment(s) and/or Site Plan Amendment(s) as would allow for the proposed Reiman Center for Cancer Care Healing Garden and the Conservancy for Healing and Heritage Educational Trail". On November 19, 2013, the Common Council approved Ordinance No. 2013-2122 approving construction of the chapel immediately north of the former Covenant Healthcare parking lot. The chapel was subsequently constructed in 2015.

On March 12, 2019, the applicant submitted for a Planned Development District Minor Amendment and associated Site Plan Amendment to accommodate plans for the proposed healing garden and lake and nature trails.

The applicant is requesting, with agreement from the Department of City Development staff, that the Plan Commission and Common Council determine the proposed amendment to be a Minor Amendment. It can be noted that Major PDD Amendments are typically reserved for changes to the exterior boundaries of a PDD or major changes of use.

PROJECT DESCRIPTION/ANALYSIS:

The proposed healing garden will be comprised of a number of trails, gazebos, benches, arbors, gardens, and native plantings, as well as a water feature, an observation deck, two flagstone patios, and one concrete patio, and a number of other accessory structures such as art works, shrines, etc. to be located both east and west of the existing chapel.

The PDD Minor Amendment is intended to establish the accessory structures as a permitted use and to revise certain setbacks to allow the accessory structures to be located adjacent to the southern property boundary. The Site Plan Amendment is intended to approve the healing garden layout and site changes. Staff is also concurrently reviewing a Minor Site Plan Amendment for the adjacent Wheaton Franciscan Healthcare property for those trails and structures which will extend onto their property and for related parking lot changes.

Staff reviewed the plans and offered Staff Comments to the applicant on April 29, 2019. The applicant has proposed the following changes to their submittal:

- The proposed lake and nature trails will be submitted for separate review and approval as part of an upcoming Natural Resource Special Exception. It can be noted that the proposed trails impact numerous protected natural resource features which had not been delineated nor quantified at the time of the healing garden submittal.
- The applicant is requesting pre-approval of certain accessory uses/events which are anticipated to be held at the healing garden/chapel. Staff is further recommending that certain accessory uses/events only be allowed if approved through individual Special Event and Extraordinary Entertainment or Temporary Use permits.

CONCLUSION:

City Development staff recommends approval of the proposed PDD Minor Amendment and Site Plan Amendment requests with conditions as proposed in the attached draft ordinance and draft resolution.

CITY OF FRANKLIN

ORDINANCE NO. 2019-____

AN ORDINANCE TO AMEND §15-3.0433 OF THE UNIFIED DEVELOPMENT ORDINANCE, PLANNED DEVELOPMENT DISTRICT NO. 28 (POLISH FESTIVALS, INC. – POLISH COMMUNITY CENTER) TO ALLOW FOR ACCESSORY STRUCTURES AND TO REVISE SETBACKS TO ALLOW ACCESSORY STRUCTURES ADJACENT TO PROPERTY LINES FOR CONSTRUCTION OF THE HEALING GARDEN AND THE LAKE AND NATURE TRAILS AT THE CONSERVANCY FOR HEALING AND HERITAGE (CONSERVANCY FOR HEALING AND HERITAGE, INC., SUSAN A. RABE, CEO AND EXECUTIVE DIRECTOR, APPLICANT) (6941 SOUTH 68TH STREET AND ADJOINING AREA(S))

WHEREAS, §15-3.0433 of the Unified Development Ordinance provides for and regulates Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center), same having been created by Ordinance No. 99-1552 and later amended by Ordinance Nos. 04-1825 and 13-2122, such District being located at 6941 South 68th Street, bearing Tax Key No. 743-8978-006; and

WHEREAS, Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) includes those lands legally described as follows:

Outlot 1 of Certified Survey Map numbered 7544 recorded in the office of the Register of Deeds for Milwaukee County, more particularly described as follows; That part of the Northwest 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 all in the Southwest 1/4 of Section 3, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and the State of Wisconsin.

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 3; ALONG THE WEST LINE OF THE SOUTHWEST 1/4; THENCE S $00^{\circ}25'13''$ E 1954.77 FEET; THENCE N $89^{\circ}26'56''$ E 150.00 FEET TO THE POINT OF BEGINNING; THENCE N $30^{\circ}53'12''$ E 72.99 FEET; THENCE N $49^{\circ}45'23''$ E 660.73 FEET; THENCE S $40^{\circ}14'37''$ E 273.00 FEET; THENCE N $49^{\circ}45'23''$ E 745.30 FEET; THENCE N $28^{\circ}52'15''$ E 169.64 FEET; THENCE N $38^{\circ}44'29''$ E 694.82 FEET; THENCE N $69^{\circ}05'25''$ E 159.08 FEET; THENCE N $89^{\circ}43'14''$ E 314.16 FEET; THENCE N $53^{\circ}59'48''$ E 250.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH 68TH STREET; THENCE S $00^{\circ}16'46''$ E ALONG SAID RIGHT OF WAY LINE 344.91 FEET TO THE NORTH LINE OF SAINT PETER'S CEMETERY; THENCE S $89^{\circ}43'14''$ W ALONG SAID NORTH LINE 217.80 FEET TO THE WEST LINE OF SAINT PETER'S CEMETERY; THENCE S $13^{\circ}41'01''$

E ALONG SAID WEST LINE 449.83 FEET TO THE SOUTH LINE OF SAINT PETER'S CEMETERY; THENCE S 89°43'14" E ALONG SAID SOUTH LINE 113.52 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH 68TH STREET; THENCE S 00°16'46" E ALONG SAID RIGHT OF WAY LINE 911.03 FEET; THENCE S 89°26'56" W 283.60 FEET; THENCE N 00°16'46" WEST 60.00 FEET; THENCE S 89°26'56" W 855.17 FEET; THENCE S 00°21'00" E 622.34 FEET TO THE NORTH RIGHT OF WAY LINE OF RAWSON AVENUE; THENCE S 89°26'56" W ALONG SAID RIGHT OF WAY LINE 63.32 FEET; THENCE N 00°21'00" W 622.34 FEET; THENCE S 89°26'56" W 94.88 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 3: THENCE S 00°21'00" E ALONG SAID WEST LINE 1.06 FEET; THENCE S 89°26'56" W 1179.95 FEET TO THE POINT OF BEGINNING; EXCEPTING THEREFROM LOT 1 AND LOT 2 AS SHOWN ON SAID CERTIFIED SURVEY MAP NUMBERED 7544. SAID PARCEL CONTAINS 1587764 SQUARE FEET, 36.450 ACRES, MORE OR LESS; and

WHEREAS, Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, having petitioned for a further amendment to Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center), to allow for construction of a proposed We Energies Foundation Healing Garden and the Lake and Nature Trails at the Conservancy for Healing and Heritage, specifically to allow for accessory structures and to revise certain setbacks to allow accessory structures adjacent to property lines (for the proposed trail and landing areas, including a pier on the shore of Lake Kopmeier) [this project includes the construction of numerous accessory structures, including, but not limited to, gazebos, arbors, paved and unpaved trails with boardwalks and observation decks, benches, gardens, a pier on Kopmeier Lake, and associated signage and lighting], resulting in Site Plan changes and an application for a Site Plan for consideration by the Plan Commission concurrent herewith, upon property located at 6941 South 68th Street and adjoining area(s); and

WHEREAS, the City of Franklin Plan Commission having considered the application on the 6th day of June, 2019, and the Plan Commission having determined that the proposed amendment was a minor amendment and having recommended to the Common Council that the proposed amendment to Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) be approved; and

WHEREAS, the Common Council having considered the application and having concurred with the recommendation of the Plan Commission and having determined that the proposed amendment to Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) is consistent with the 2025 Comprehensive Master Plan of the City of

ORDINANCE NO. 2019-____ Page 3

Franklin, Wisconsin and that it will promote the health, safety and welfare of the Community.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §15-3.0433 Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center), of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows:

> Ordinance No. 99-1552, Section 15-3.0433 B. 1. b. and E. 3. are hereby amended to allow for construction of a proposed We Energies Foundation Healing Garden and the Lake and Nature Trails at the Conservancy for Healing and Heritage, specifically to allow for accessory structures and to revise certain setbacks to allow accessory structures adjacent to property lines (for the proposed trail and landing areas, including a pier on the shore of Lake Kopmeier) [this project includes the construction of numerous accessory structures, including, but not limited to, gazebos, arbors, paved and unpaved trails with boardwalks and observation decks, benches, gardens, a pier on Kopmeier Lake, and associated signage and lighting], which shall be located and constructed, and appear as respectively depicted upon and pursuant to those plans and site plan City date-stamped _ 2019, attached hereto and incorporated herein. Furthermore, additional minor site changes to the Healing Garden may be allowed pursuant to the Minor Site Plan Amendment provisions set forth in Section 15-7.0107 of the City of Franklin Unified Development Ordinance.

> Ordinance No. 99-1552, Section 15-3.0433E.8. is hereby added "Accessory Uses. Passive, low-impact ancillary and accessory Healing Garden and Chapel uses and activities (occurring between the hours of dawn to dusk) such as a Soul Circle retreat and Healing Circle for Women are permitted accessory uses. Any ancillary or accessory use or activity which would extend or occur beyond the hours of dawn to dusk, would require lighting and/or a sound system, would exceed the seating capacity of the Chapel (irrespective of whether the event is held indoors or outdoors), or would exceed the parking capacity of the adjacent Wheaton Franciscan Healthcare parking lot (as such parking may be available at the time of the event), must first apply for and obtain approval of either a Special Event & Extraordinary Entertainment Permit or a Temporary Use Permit.

- SECTION 2: The proposed We Energies Foundation Healing Garden and the Lake and Nature Trails at the Conservancy for Healing and Heritage shall be completed within one year from the date of adoption of this Ordinance, or this Ordinance and all rights and approvals resulting therefrom shall be null and void without any further action by the City of Franklin.
- SECTION 3: Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, successors and assigns and any developer of the We Energies Foundation Healing Garden and the Lake and Nature Trails at the Conservancy for Healing and Heritage project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the We Energies Foundation Healing Garden and the Lake and Nature Trails at the Conservancy for Healing and Heritage project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified

ORDINANCE NO. 2019-__

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Page 4
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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.

- SECTION 4: All other applicable terms and provisions of §15-3.0433 Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) not inconsistent with the terms of this Ordinance, and the Unified Development Ordinance of the City of Franklin, as amended from time to time, shall apply to the We Energies Foundation Healing Garden and the Lake and Nature Trails at the Conservancy for Healing and Heritage project, and all terms and provisions of §15-3.0433 Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center) as existing immediately prior to the adoption of this Ordinance and not amended by this Ordinance, shall remain in full force and effect.
- SECTION 5: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.
- SECTION 6: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 7: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of ______, 2019, by Alderman ______.

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

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk
AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN

CITY OF FRANKLIN PLAN COMMISSION

RESOLUTION NO. 2019-____

A RESOLUTION APPROVING A SITE PLAN FOR LAYOUT AND SITE CHANGES, SPECIFICALLY, FOR ACCESSORY STRUCTURES AND PAVED WALKING PATH AREAS, FOR THE WE ENERGIES FOUNDATION HEALING GARDEN AND THE LAKE AND NATURE TRAILS ON THE CONSERVANCY FOR HEALING AND HERITAGE PROPERTY (AT 6941 SOUTH 68TH STREET AND ADJOINING AREA(S)) (CONSERVANCY FOR HEALING AND HERITAGE, INC., SUSAN A. RABE, CEO AND EXECUTIVE DIRECTOR, APPLICANT)

WHEREAS, Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director having applied for approval of a proposed site plan for layout and site changes, specifically, for accessory structures and paved walking path areas, for the We Energies Foundation Healing Garden and the Lake and Nature Trails on the Conservancy for Healing and Heritage property (in the vicinity of the existing chapel) immediately north of, and partially extending onto the Wheaton Franciscan Healthcare property at 7410 West Rawson Avenue [this project includes the construction of numerous accessory structures, including, but not limited to, gazebos, arbors, paved and unpaved trails with boardwalks and observation decks, benches, gardens, a pier on Kopmeier Lake, and associated signage and lighting], property located at 6941 South 68th Street and adjoining area(s), zoned Planned Development District No. 28 (Polish Festivals, Inc. – Polish Community Center); and

WHEREAS, the Plan Commission having reviewed such proposal and having found same to be in compliance with the applicable terms and provisions of §15-3.0421 of the Unified Development Ordinance and in furtherance of those express standards and purposes of a site plan review pursuant to Division 15-7.0100 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the Site Plan for layout and site changes, specifically, for accessory structures and paved walking path areas, for the We Energies Foundation Healing Garden and the Lake and Nature Trails on the Conservancy for Healing and Heritage property (in the vicinity of the existing chapel) immediately north of, and partially extending onto the Wheaton Franciscan Healthcare property at 7410 West Rawson Avenue, Site Plan property located at 6941 South 68th Street and adjoining area(s), as depicted upon the plans dated ______, 2019, attached hereto and incorporated herein, is hereby approved, subject to the following terms and conditions:

1. The property subject to the Site Plan shall be developed in substantial compliance with, and operated and maintained pursuant to the Site Plan for Conservancy for

CONSERVANCY FOR HEALING AND HERITAGE, INC., SUSAN A. RABE, CEO AND EXECUTIVE DIRECTOR – SITE PLAN RESOLUTION NO. 2019-____ Page 2

Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, for the We Energies Foundation Healing Garden and the Lake and Nature Trails on the Conservancy for Healing and Heritage property, dated _____, 2019.

- 2. Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, successors and assigns, and any developer of the We Energies Foundation Healing Garden and the Lake and Nature Trails on the Conservancy for Healing and Heritage property project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the We Energies Foundation Healing Garden and the Lake and Nature Trails on the Conservancy for Healing and Heritage property project, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
- 3. The approval granted hereunder is conditional upon Conservancy for Healing and Heritage, Inc., Susan A. Rabe, CEO and Executive Director, for the We Energies Foundation Healing Garden and the Lake and Nature Trails on the Conservancy for Healing and Heritage property project (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
- 4. That the We Energies Foundation Healing Garden and the Lake and Nature Trails on the Conservancy for Healing and Heritage property project shall be developed and constructed pursuant to such Site Plan within one year from the date of adoption of this Resolution, or this Resolution and all rights and approvals granted hereunder shall be null and void, without any further action by the City of Franklin.
- 5. The applicant shall apply for, and receive approval of, a Natural Resource Special Exception prior to any construction or land disturbing activities associated with the proposed Lake and Nature Trails or any associated accessory structures such as landing areas, piers, etc.
- 6. The applicant shall revise the Site Plan to more clearly identify the setback from the southern property boundary for all accessory structures for Department of City Development review and approval prior to issuance of any Building Permits.

- 7. The applicant shall submit the following stormwater management related information for Engineering Department review and approval prior to issuance of any Building Permits: an aerial from September 2001 with the existing (at that time) impervious area including gravel (building, driveway, walks, parking, etc.) drawn/traced as close as possible, with the impervious area labeled (square feet) for each piece, and then a total of the entire impervious area; an aerial from April 1, 2019 with the same information as above; and a proposed plan that must include a survey of all existing impervious area on the site as well as depiction of the proposed impervious area, with the square footage of that area noted on the exhibit, and an outline of the proposed disturbed area for all of the work and with the square footage of that area as well.
- 8. The applicant shall submit the Erosion Control and Grading Plans, and AutoCAD drawings of all of the structures and improvements, to the Engineering Department for their review and approval prior to issuance of any Building Permits.
- 9. The applicant shall submit a Tree Survey pursuant to Section 15-4.0102B.1. of the Unified Development Ordinance for Department of City Development review and approval prior to the issuance of any Building Permits.
- 10. The applicant shall address the access concerns of the Fire Department prior to issuance of any Building Permits.

11. [other conditions, etc.]

Introduced at a regular meeting of the Plan Commission of the City of Franklin this _____ day of ______, 2019.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this ______, 2019.

APPROVED:

Stephen R. Olson, Chairman

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



TKN: 743 8978 006



Planning Department (414) 425-4024



NORTH 2017 Aerial Photo

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



or surveying purposes.



P.O. Box 320305 Franklin, WI 53132

Susan Rabe: 414.510.4771 healingandheritage@gmail.com theconservancy.org

March 11, 2019 Revised June 10, 2019

City of Franklin Joel Dietl, AICP Planning Manager 9229 W. Loomis Road Franklin WI 53132

PROJECT SUMMARY: We Energies Foundation Healing Garden

Joel,

I am pleased to submit the project summary for the *We Energies Foundation Healing Garden* at the Conservancy for Healing and Heritage.

Our mission is to protect this natural habitat while creating *shared spaces* for comfort, inspiration, stewardship and education. The Nature Trails, Healing Garden, Healing Chapel in the Woods, and Kopmeier Lake are surrounded by forestland with a history leading back to the settlement of greater Milwaukee in the 19th century. Once completed, it will be open and free to the community as a place to restore our connection to the natural world families and individuals.

The Healing Garden will serve the community as a free, ADA compliant public destination. When completed, it will welcome and serve people locally and regionally. The Garden is specifically designed to provide the visitor with a natural environment to reduce stress responses, positively affecting the endocrine, cardiovascular, immune and nervous systems. Visitors will walk freely enjoying areas for designed for rest, reflection and rejuvenation. The *We Energies Foundation Healing Garden* will serve a diverse population in age, ethnicity, physical ability and capability. It will also serve as an educational destination for Franklin High School, and other learning institutions and community groups.

The limits of construction for the Healing Garden is 22,468 square feet. The elements of the Garden include:

- 1. A concrete poured main pathway around the entire parameter
- 2. Two (2) screened in cedar gazebos
- 3. One (1) storage cedar shed
- 4. Ten (10) handcrafted benches completely assembled in the USA made from sustainable repurposed and recycled #2 plastic
- 5. Two (2) arbor entrances
- 6. One (1) Council Circle in the East Garden
- 7. Recovery Garden with an interior sitting area and fern grotto
- 8. Two (2) oak tree circular benches
- 9. A pondless water feature in the East Garden
- 10. A birding/observation deck on the north side of the Reiman Healing Chapel
- 11. Abundant native plantings and preservation of the existing, viable historic trees
- 12. Entrance herb healing garden and rose garden
- 13. Focal points throughout garden consisting of birdbaths, visual art pieces and/or shrines

The already completed *Reiman Healing Chapel in the Woods* serves as the centerpiece of the Garden and the most defining image of the Conservancy.

JUN 1 1 2019

Michael J. Murry Chairman Retired Chairman/CEO Merchants & Manufacturers Bancorporation

Edward H. Cichurski Treasurer Retired Partner PriceWaterhouseCoopers

Susan A. Rabe CEO & Executive Director

Christine R. Schueller Secretary Retired, BMO Harris Bank

Robert Dries, PhD Psychologist

> Joseph Griese Entrepreneur

John Gurda Author and historian

Thomas Krukowski Mallery & Zimerman, SC

Nicholas Logarakis President & CEO The Logarakis Group

John Oliverio Retired President/CEO Wheaton Franciscan Healthcare

Michael Skwierawski Retired Chief Judge Milwaukee County At this time, I am also requesting pre-approval for Special Events Use as we anticipate programs that may impact the Healing Garden. Events that are planned include:

- Fourth Saturday of the month "Soul Circle" retreat in the Reiman Healing Chapel from 9:00am-11:30am. It will consist of a facilitated program with participants sitting on the benches and chairs. Expected participants approximately 15. No special equipment or accessories will be needed. Participants may walk the Healing Garden as any other visitor would do on their own.
- Second Thursday of the month Healing Circle for Women in the Reiman Healing Chapel from 6:00pm to 8:00pm. It will consist of a facilitated program with participants sitting on the benches and chairs. Expected participants approximately 15. No special equipment or accessories will be needed. Participants may walk the Healing Garden as any other visitor would do on their own.

I am also requesting permission for those activities that I can not anticipate nor have enough details at this time, but fall within the boundaries of the above described events. (i.e., similar wellness education or spiritual in nature) We will max the number of participants to the capacity of the Healing Chapel. Our relationship with the Reiman Cancer Center/Ascension management staff is stellar and we will coordinate any impact to their operations as needed.

The hours of operation for the *We Energies Foundation Healing Garden* is dawn to dusk with free access to the public. The Conservancy is a community asset that will provide a place for healing, resting, and socializing.

We are pleased to bring the *We Energies Foundation Healing Garden* to completion for the Franklin community.

Feel free to contact me with any questions at 414.510.4771 or susan@theconservancy.org. Thank you.

Regards Susan A. Rabe

Executive Director and CEO

One Honey Creek Corporate Center 125 South 84th Street, Suite 401 Milwaukee, WI 53214-1470 414 / 259 1500 414 / 259 0037 fax www.graef-usa.com



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June 5th, 2019

Planning Department Staff 9229 W Loomis Rd Franklin, Wisconsin 53132

SUBJECT: Response to Department Comments The Conservancy for Healing and Heritage

Dear Planning Staff:

See responses to department comments dated April 29th, 2019 in **blue** below.

Unified Development Ordinance (UDO) Requirements PDD No. 28 Minor Amendment

1. Please indicate the total size of the property, in square feet and in acres on the Site plan. (UDO 15-7.0103-E)

Response: Shown on attached Site Plan (Appendix A, Figure 2).

2. Please provide Site Intensity Calculations (PDD Max. Intensity and Density Measures). (UDO 15-3.0402C)

Response: Included on Natural Resource Protection Plan Map (Appendix A, Figure 1).

3. Please Indicate the total area of the PDD on the Site Plan (15-9.0208B.1. a.)

Response: 36.447 acres

4. Please provide and outline of the organizational structure for property owner's or management's association (15-9.0208.B.1.c.)

Response: The Conservancy for Healing and Heritage, Inc. is the property owner of Tax Key 743_8978_006. The business structure is a 501(c)3 tax exempt governed by a Board of Directors and managed by a full-time Executive Director/Chief Executive Officer. The Board meets quarterly or more often as needed.

5. Please verify and provide the complete legal description of the boundaries of lands included under the ownership of this PDD (15-9.0208B.1.d.1.).

Response: Metes and Bounds site description attached in Appendix C.



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6. Please provide the legal description in .doc "word" format.

Response: Metes and Bounds site description attached in Appendix C.

7. Please indicate on the plans the areas for "public use" (15-9.0208.B.1.d.4.)

Response: The areas for public use are shown on the Site Plan (Appendix A, Figure 2).

8. Please provide any new/additional deed restrictions, conservation easements (for NRPP protected elements remaining), for review/ approval. (15-7.0507.D)

Response: Not applicable, entire property is listed in a conservation easement

Site Plan Requirements

9. Please provide on the Site Plan the Name an Address of Owners and Developers (15-7.0103B)

Response: Susan Rabe's contact information added to Site Plan (Appendix A, Figure 2).

10. Please provide scale and Site Size. The scale of drawing and the size of the site (in square feet or acres) noted on the Site Plan. (15-7.0103F)

Response: Parcel size and scale are provided on Site Plan (Appendix A, Figure 2).

11. Please provide Soils Data. The characteristics and types of soils related to contemplated specific uses. Soil borings may be required by the City Engineer, Zoning Administrator, and/or Plan Commission. (15-7.0103G)

Response: Confirmed with Planning Staff, soils data is not needed for the scope of this project.

12. Please provide Building Height. Height of all building(s), including both principal and accessory, expressed in both feet and stories. (15-7.0103J)

Response: Building Heights are included on Healing Garden Landscape Plan (Appendix D).

13. Please provide Setbacks and Building Lines for Structures on the Site Plan. All required setbacks, and building lines shall be graphically indicated and dimensioned on the Site Plan. (15-7.0103M)



a. It appears that changes to the setbacks as currently set forth in PDD No. 28 will be needed for the accessory structures. Please clearly identify any such changes. Staff recommends inclusion of the following language, "Upon approval of Site Plans, the Plan Commission may waive the minimum accessory building setbacks from any lot line upon due consideration of all applicable Site Plan application standards."

Response: Wetland Setbacks and utility easement setbacks were added to the Site Plan (Appendix A, Figure 2), remaining easements and building setbacks are included on the Healing Garden Landscape Plan (Appendix D).

14. Please indicate on the plans or confirm to use with a response of "no", if there are any Proposed Sanitary Sewers, Storm Sewers, and Water Mains. Existing and general location of proposed sanitary sewers, storm sewers (including direction of flow), water mains, and fire hydrants. All locations for the proposed connections and the proposed elevations of said connections to such utilities shall be indicated on the Site Plan. (15-7.0103G)

Response: There are no sanitary sewers, storm sewers, water mains or fire hydrants proposed for the project.

15. Please indicate on the plans or confirm to us with a response of "no" via in letter format for any Proposed Stormwater Management Facilities. Location of any proposed stormwater management facilities, including detention/retention area(s), and the submission of stormwater calculations which justify the stormwater detention/retention area(s). Said submission shall indicate how the planned stormwater drainage system meets the requirements of the City's stormwater management regulations. An applicant may elect to only file a preliminary stormwater plan generally depicting the stormwater drainage and facilities for the site at the time of Site Plan Review Application filing, with the later submission of a Stormwater Management Plan as defined in § 15-8.0605(44) of this Ordinance to be a condition of any final Application approval. except where Department of City Development staff requires the filing of a Stormwater Management Plan with the Application or the Plan Commission requires the Stormwater Management Plan submission during its review of the Application, upon a determination that same is reasonably necessary in order to properly review the stormwater impacts of the proposed development. (15-7. 0103.O)

Response: The additional impervious under this project is 4,643 square feet (including the two observation decks on the nature trail east of the Healing Garden). The total area of disturbance for the healing garden and nature trails is approximately 24,00 square feet. Based on this, the proposed project is not


subject to WDNR, MMSD, or City of Franklin post-construction storm water regulation. However, the project is subject to the City of Franklin and WDNR erosion control ordinances.

16. Please provide a Landscaping plan. The site planting plan may count as part of the landscape plan and more details are needed regarding the guarantee, etc. for the trees to be placed. This information may then be used to mitigation for any of the NRSE impacts – see NRPP and NRSE notations below. (Landscape Plan to conform with UDO 15-7.0300)

Response: Healing Garden Landscape Plan (Appendix F) attached.

17. Please provide Site Intensity and Capacity Calculations. The "Site Intensity and Capacity Calculation" worksheets required under Division 15-3.0500 for determining the maximum site intensity, or development capacity, of the site. For nonresidential uses, the maximum floor area permitted on the site shall be determined based upon the zoning district's allowable maximum floor area ratio (gross and net), the natural resources present on the site and their level of preservation, the minimum landscape surface ratio, and building height in feet and stories. (15-7.0103S)

Response: Site Intensity Calculations are included on the Natural Resource Protection Plan (Appendix A, Figure 1).

18. Please Indicate on the Site Plan any Development Staging/Phasing. A graphic outline of any development staging or phasing which is planned. (15-7.0103U)

Response: Phase 1 includes the healing garden, Phase 2 includes the trails, and Phase 3 includes the boardwalk and pier near the lake.

19. Please provide additional information for Lighting Plan Required. A "Lighting Plan" which meets the lighting regulations set forth in Division 15-5.0400 of this Ordinance. Said Lighting Plan shall indicate the location, type, and illumination level (in foot-candles) of all outdoor lighting proposed to illuminate the site. An applicant may elect to only file a preliminary lighting plan generally depicting the lighting for the site at the time of Site Plan Review Application filing, with the later submission of a Lighting Plan to be a condition of any final Application approval, except where Department of City Development staff requires the filing of a Lighting Plan with the Application or the Plan Commission requires the Lighting Plan submission during its review of the Application, upon a determination that same is reasonably necessary in order to properly review the visual impacts of the proposed development. Staff finds the presented plans acceptable for



preliminary review and a later submission showing acceptable photometrics will be a condition of approval. (15-7.0103W).

Response: Confirmed with Planning Staff, a Lighting Plan is not required for the scope of this project.

20. Easements. The location of all existing and proposed easements on the site including natural resource protection and mitigation area easements, landscape easements, access easements, utility easements, and all other easements.
a. Staff recommends that a conservation easement for the remaining undisturbed Natural Resource areas will be included with this project. See conservation easement document pro forma from the City Development Office for completion as a condition of approval. (15-7.0103X)

Response: Utility Easement is included on the Site Plan (Appendix A, Figure B.)

21. Per City of Franklin Engineering standards, if the total imperviousness of all of the structures, trails, etc. is greater than 5,000 square feet, MMSD storm water requirements will need to be met through stormwater plans demonstrating stormwater minimum standards will be met. Please provide a soil erosion and sediment control plan. Please clearly identify all erosion control measures for the steep slope areas and trees to be preserved, in addition to the limits of disturbance.(15-8.0307)

Response: The total proposed imperviousness is less than 5,000 square feet and a storm water management plan is not required. Erosion control plans are attached (Appendix 1, Figure 3).

Natural Resource Protection Plan Requirements

22. For clarification of the amount of trees (in acres) being protected, please indicate the total amount of the natural resource on site on the plan (mature trees, as measured in acres).(15-4.0102; 15-7.02011)

Response: The natural resources are included on NRPP Map (Appendix A, Figure 1) and Summarized in the NRPP Letter (Appendix D).

23. Please show (in acres and as a percentage of the natural resource features), Disturbed and Preserved Natural Resource Features. Graphic and numerical illustration shown on the "Natural Resource Protection Plan" of those existing natural resource features that will be disturbed and those that will be preserved. The illustration the area (in square feet or acres) of each existing resource and those areas of resources that are to be preserved. Numerical data may be shown



in tabular form with labeled reference to specific areas designated on the "Natural Resource Protection Plan." Any areas of the site where natural resources are to be mitigated and how and where the mitigation is to take place with natural resource protection easements shall be indicated. (15-7.0201J)

Response: The natural resources disturbed and preserved are included on NRPP Map (Appendix A, Figure 1.) and Summarized in the NRPP Letter (Appendix D).

24. Please provide the location of the property on the NRPP (Shown as either Tax Key No., or Section-1/4 Section Info.). (15-7.0201B)

Response: Tax Key Number was added to all figures (Appendix A).

25. Please provide the names, addresses, and telephone numbers of the owners, subdividers, lessee and/or developer(s) of the property and of the designer of the plan. (15-7.0201C)

Response: Susan Rabe's Contact Information is included on the NRPP Map (Appendix A, Figure 1).

26. Please provide the location and dimensions of all permanent easements on the subject property boundary lines and adjacent to the site. (15-7.0201H)

Response: Not applicable, entire property is listed in a conservation easement.

27. As mentioned in No. 19 above, please indicate on the plan the Method of Natural Resource Preservation. Graphic illustration and notes relating to how those natural resource features, which are to be preserved, will actually be preserved in perpetuity (conservation easements, deed restrictions, protective covenants, etc.).(15-7.0201K)

Response: Natural Resource features will remain in current conservation easement.

28. The proposed trail, composed of mulch and geotextile liner, along with proposed landings amongst the trees, will require a Special Exception application to be filled out along with Question and Answer sheet and submitted to address the Natural Resources requirements as any encroachment/development/disturbance within wetland buffers needs an NRSE (as defined by UDO). Contact the planning office to schedule a pre-application meeting.

Response: The NRSE questionnaire is attached (Appendix E).



29. A pier to the lake would also necessitate a NRSE. You may apply on the same application, as for item above, but fill out and address the NRSE questions and answers (as provided in the UDO) for each component (ie: One for Trail, One for Pier, etc.).

Response: Phase 3 of the project is included in NRSE questionnaire. It was confirmed by Planning staff that DNR and ACOE permits for Phase 3 will not delay Phase 2 of the project.

Other Staff Recommendations and Suggestions

30. Please indicate the slope of all trails, to demonstrate ADA accessibility standards will be met (and indicate this notation on the plans).

Response: Walkway slopes in the area of the healing garden are included on the Healing Garden Landscape Plan (Appendix F). Phase 2 trails are not required to be ADA compliant and the slopes are not included.

31. Per common Council direction, no planning/zoning permit fees are required. However, Building Permit, Fire Inspection (if required), etc. fees would still apply.

Response: Contractors will obtain permits

32. Please indicate on the Site plan that any trail areas disturbed for installation between the wetland setbacks and wetland buffers will be restored to the original composition and slope following construction.

Response: Construction debris will be removed after project completion including straw waddles and other Erosion Control Practices. Surrounding project area will be resorted to the extent practicable.

33. Please overlay the site plan on the NRPP so the extent of impacts can be verified. Following this submittal, any additional impacts to the NRPP would need to be addressed and added to the NRSE. Please schedule a meeting with the Community Development Department so a preapplication meeting may be arranged.

Response: Site Plan was added to NRPP Map (Appendix A, Figure 1).

34. Regarding the Minor Site Plan Amendment for the connection between the Healing Garden trails and the existing parking lot, please restripe the parking lot to provide a striped pedestrian pathway thru the parking lot from the entrance to the west gage to existing striped handicapped parking spaces to the south.



Response: New striping will be shown to provide pedestrian ADA access into the west entrance.

35. Are you envisioning any special events on a frequent/regular basis? If so, it is recommended the PDD request be formally amended through an application to a "Major PDD Amendment". This would prevent the need to apply for temporary uses or special event permits every time a special event is desired.

Response: The hours of operation for the We Energies Foundation Healing Garden and Nature Trails will be dawn to dusk with free access to both. The Conservancy is a community asset that will provide a place for healing, gathering, visiting and learning. We will offer various programs and workshops year-round ranging from health and well-being, conservation and wildlife education and special events such as weddings and baptisms. We envision it being a regional draw to Franklin offering a peaceful destination for such occasions. Our request to extend a Major PDD amendment is greatly appreciated.

Inspection Services Department Comments

36. Any structures on the lake shore, will require DNR approval for the structure.

Response: DNR and ACOE permits will be obtained for Phase 3.

37. Any structures proposed will require a building permit and plan inspection prior to construction through the Building Inspections office.

Response: Contractors will obtain permits

38. Any structure proposed on the lake shore should indicate an accessible route to the structure.

Response: Included on all Figures in Appendix A.

Engineering Comments

39. For the accessory structures, please submit an AutoCAD file showing the structure locations and any improvements.

Response: Structures are described in the Healing Garden Landscape Plan (Appendix F).



Fire Department Staff Comments

40. At this time, the Fire Department has concerns regarding access to the lake/pier. Will kayaking/canoeing be permitted? If so, we are concerned about emergency access points for potential water-related incidents.

Response: The Fire Department was contacted and a meeting will be set up to discuss concerns.

Police Department Staff Comments

No Comments.

Please contact me at <u>Alison.Kuhne@graef-usa.com</u> or (414) 266-9299 if you have any questions.

Sincerely,

Alison Kuhne Environmental Scientist

Enclosed: Appendix A. Figures Figure 1. NRPP Map Figure 2. Site Plan Figure 3. Nature Trail Erosion Control Plan Appendix B. Kapur & Associates, Inc. Certified Survey Map Appendix C. Metes and Bounds Site Description Appendix D. NRPP Letter Appendix E. NRSE questionnaire Appendix F. Healing Garden Landscape Plan Appendix G. Deck and Stair Plans





APPENDICES

Appendix A	Figures
Appendix B	Kapur & Associates, Inc. Certified Survey Map
Appendix C	Metes and Bounds Site Description
Appendix D	NRPP Letter
Appendix E	NRSE Questionnaire
Appendix F	Healing Garden Landscape Plan
Appendix G	Deck and Stair Plans



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APPENDIX A

Figures













Resource Protection Land								
Natural Resource Feature	Protection Stand applicable stand zoning district in	Acres of Land in Resource	Acres of Land Required to be	Acres of Land to be Impacted	Acres of Land Required to be			
	Agricultural District	Residential District	Non-Residential District	Feature	Preserved	Impacted	Mitigated	
Steep Slopes ¹								
10-19%	0.00	0.60	0.40	3.97	1.59	0.14	0.00	
20-30%	0.65	0.75	0.70	2.15	1.51	0.05	0.00	
30%+	0.90	0.85	0.80	3.23	2.58	0.04	0.00	
Woodlands & Forest ²	Woodlands & Forest ²							
Mature Woodland Grove	0.70	0.70	0.70	3.65	2.55	0.03	0.00	
Young	0.50	0.50	0.50	0.00	0.00	0.00	0.00	
Lake & Ponds ¹	1.00	1.00	1.00	14.16	14.16	0.002	0.002	
Streams ¹	1.00	1.00	1.00	0.00	0.00	0.00	0.00	
Shore Buffer ¹	1.00	1.00	1.00	5.78	5.78	0.00	0.00	
Floodplain/Floodlands ¹	1.00	1.00	1.00	26.62	26.62	0.00	0.00	
Wetland Buffers ³	1.00	1.00	1.00	0.98	0.98	0.11	0.11	
Wetlands & Shoreland Wetlands ³	1.00	1.00	1.00	2.15	2.15	0.01	0.01	
Total Resource Protection I	Land (includes ove	erlapping features)			57.92	acres		
Estimated Resource Protect	tion Land				32 a	cres		
Estimated Resource Protect	tion Land for Proj	ect Area only (approx	imately 8 acres)		5.6 a	cres		
1. Natural Resource Features surveyed for entire site with offsite tools. Floodplain includes area of the lake.								

2. Trees were surveyed within 25 feet of the Project Area

3. Natural Resource Features surveyed within 150 feet of the Project Area

	Worksheet for the Calculation of Site Intensity a
	CALCULATE MINIMUM REQUIRED LANDSCAPE SURFA
STEP 1:	Take Base Site Area (from Step 5 in Table 15-3.0502): 36 M (see specific zoning district LSR standard): X 0.45
	Equals MINIMUM REQUIRED ON-SITE LANDSCAPE SUR
	CALCULATE NET BUILDABLE SITE AREA:
	Take Base Site Area (from Step 5 in Table 15-3.0502): 36
STEP 2:	Subtract Total Resource Protection Land from Table 15-3.08 Step 1 above), whichever is greater: 32
	Equals NET BUILDABLE SITE AREA =
	CALCULATE MAXIMUM NET FLOOR AREA YIELD OF SI
	Take Net Buildable Site Area (from Step 2 above): 4
STEP 3:	Multiple by Maximum Net Floor Area Ratio (NFAR)
	(see specific nonresidential zoning district NFAR standard):
	Equals MAXIMUM NET FLOOR AREA YIELD OF SITE =
	CALCULATE MAXIMUM GROSS FLOOR AREA YIELD O
	Take Base Site Area (from Step 5 of Table 15-3.0502): 36
STEP 4:	Multiple by Maximum Gross Floor Area Ratio (GFAR)
	(see specific nonresidential zoning district GFAR standard):
	Equals MAXIMUM GROSS FLOOR AREA YIELD OF SITE
	DETERMINE MAXIMUM PERMITTED FLOOR AREA OF S
	Take the lowest of Maximum Net Floor Area Yield of Site (fro
STEP 5:	above) or Maximum Gross Floor Area Yield of Site (from Ste
	(Multiple results by 43,560 for maximum floor area in square

FIGURE 1b

.0505				
d Capacity for Nonresidential Development				
CE:				
ultiple by Minimum Landscape Surface Ratio (LSR)	16.20 acres			
FACE =				
03) or Minimum Required Landscape Surface (from	4 acres			
re:				
	2.28 acres			
(0.57				
SITE:				
	11.16 acres			
(0.31				
=				
TE:				
m Step 3	2.28 acres			
o 4 above):				
feet):	(99,317 square feet)			







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APPENDIX B

Kapur & Associates, Inc. Certified Survey Map



Plot Dote/Time: 08/09/04 12:01pm

DWG: C: /UIHLEIN/893Polish_Center/SURVEY40/893CSM.dwg







EY MAP Sheet 5 of 7 (Wetlands legal) ond Northwest ¼ all in the Southwest ¼ of Franklin, County of Milwaukee and the	t ¼ all in the Sauthwest ¼ county of Milwoukee and the	of the Southwest k of said Section 3; it k of the Southwest k 1,976.41 feet; i; thence South 89'43'14" West 16.79 i 01'37'48" Eost 18.51 feet; thence South 7.50 feet; thence South 38'18'50" West e South 33'07'18" West 64.80 feet; feet; thence South 28'24'18" West 96.11 h 79'30'41" West 37.08 feet; thence Mest 94.96 feet; thence South 63'41'34" thence South 81'13'48" West 107.37 feet; 34'30" West 118.46 feet; thence North 04.44 feet; thence South 80'46'04" West e North 15'14'19" East 39.12 feet; thence feet 172.01 feet; thence North 38'44'29" thence North 89'43'14" East 306.01 i thence North 89'43'14" East 306.01 i thence North 89'43'14" East 306.01 i thence North 89'43'14" East 306.01		rip 5 North, Ronge 21 East in	vest $\&$ of sold Section 3; southwest $\&$ 627.96 feet; 9'26'56" $\&$ 283.60 feet; hence N 69'03'49" E 22.57 et; thence N 54'28'27" E et; thence N 67'24'34" 7'9.75 feet; thence N 11'34" E 62.90 feet; thence		of Section 3. Township 5 North, Range 21 East in Wisconsin, more particularly described as follows:	f the Southwest ¼ of said Section 3; st ¼ of the Southwest ¼ 1,171.95 feet; thence S 89'33'39" w 7.99 feet; is thence S 89'33'39" w 7.99 feet; feet to the point of bsginninght	ACKSON AND AND AND AND AND AND AND AND AND AN
CERTIFIED SURVEY M, the Northeast ¼, Southwest ¼ ond Nort Township 5 North Range 21 East in the City of Frankl State of Wisconsin.	-OR WETLAND 1 : of the Northeost \mathcal{U} , Southwest \mathcal{U} , Southwest \mathcal{U} and Northwest n 3, Tawnship 5 North Range 21 East in the City of Fronklin, C Wisconsin, more porticularly described as follows:	cast corner of the Southeost ¼ for the east line of soid Southeas of the eost line of soid Southeas of feet to the point of beginning in Eost 80.36 feet; thence South 63 thence South 11'07'12" Eost 17 36'12'30" West 67.41 feet; thence set 66.27 feet; thence South 63 hence South 57'22'33" West 47.1 4" West 63.38 feet; thence North 5 feet; thence South 50'35'52" vest 10 outh 76'35'53" West 91.80 feet; thence North 81'41'32" west 10 88'59'02" West 80.89 feet; thence 51 feet; thence North 28'52'15" [North 69'05'25" Eost 159.08 feet 3" East 14.03 feet; thence South 5 feet; to the point of beginning.	AND 2:	Southeast X of the Southwest X of Section 3, Township in, County of Milwaukee, State of Wisconsin.	If the Southeast corner of the Southeast χ of the Southwest χ of soid Section 3; 16'46" W olong the east line of soid Southeost χ of the Southwest χ 627.96 feet; 6'56" W 33.00 feet to the point of beginning; thence S 89'26'56" W 283.60 feet; 6'46" W 60.00 feet; thence S 89'26'56" W 258.79 feet; thence N 69'03'49" E 22.57 N 61'39'23" W 66.15 feet; thence N 40'12'39" E 46.93 feet; thence N 54'28'27" E nence S 20'44'55" W 42.10 feet; thence N 89'55'15" W 31.66 feet; thence N 67'24'34 thence N 87'11'01" E 58:90 feet; thence N 89'55'26" E 279.75 feet; thence N 6.90 feet; thence N 74'1'34" E 62.90 feet; thence N 162.70 feet to the point of beginning.	AND 3:	the Sautheast $oldsymbol{\mathcal{X}}$ of the Southwest $oldsymbol{\mathcal{X}}$ of Section 3. Townshonklin, County of Milwaukee, State af Wisconsin, more part	Southeast corner of the Southeost ¼ o W along the south line of soid Southeo: M 327.83 feet to the point of beginning E 23.29 feet; thence S 00°21'00" E 21.8 neated by: mics LLC 004	Wetland Field Located By Kapur & Assoc. Survey Crew on 11/10 & 11/11/2004
That port of the of Section 3 To	LEGAL FOR WETL That part of the Nor of Section 3, Tawnsh State of Wisconsin, n	Commencing of the South thence N 00"16'46" W alor thence S $89^{+}3'14"$ W 234. feet; thence S $89^{+}3'14"$ W 234. feet; thence South 13'41'0 11'28'32" East 155.76 feet 74.37 feet; thence South thence South 35'02'05" We 48'53" West 115.18 feet; t feet; thence South 45'27'1 South 29'33'40" West 77.3 West 97.36 feet; thence S thence South 87'24'53" We 73'10'18" West 106.70 feet 99.91 feet; thence North 6 North 49'45'23" Eost 605. Eost 694.82 feet; thence 1 feet; thence South 33'00'1 South 01'37'48" East 14.95	LEGAL FOR WETL	That part of the Sou the City of Fronklin,	Commencing at the South thence N 00"16'46" W old thence S 89'26'56" W 33 thence N 00'16'46" W 60 feet; thence N 61'39'23 53.44 feet; thence S 20' E 48.87 feet; thence N 8 59'17'36" E 46.90 feet; S 00'16'46" E 162.70 feet	LEGAL FOR WETLAND	That part of the Sau the City of Franklin,	at the 21'00" 43'35" 43'36" and Del and Del att Phill 11/9/2	NOTE: Wettand Fiel By Kapur & on 11/10 &

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 \sim CHAPTER of MITH CHAPT ш ALONG ш Z 5 NCE S 00'16'46" W 283.60 FEET; Southwest ¼ ukee and the SIGMUND FEET UN N 273.00 FEET; THENCE T; THENCE N 38'44'29" N 89'43'14" E 314.16 Ь 89*26'56" ω JINE OF SAINT PETER'S CEMETERY; 449.83 FEET TO THE SOUTH TIME E ALONG SAINT OF THE SOUTH TIME SAID OCUMUNCING ALTHE WEST 1/4 CORNER OF SAID SECTION 3: ALONG THE WEST LIN OF THE SOUTHWEST 1/4; THENCE S 00'25'13" E 1954.77 FEET; THENCE N 89'26'56 150.00 FEET TO THE POINT OF BEGINNING; THENCE N 30'53'12" E 72.99 FEET; THENCE N 49'45'23" E 660.73 FEET; THENCE S 40'14'37" E 273.00 FEET; THENCE 49'45'23" E 745.30 FEET; THENCE N 28'52'15" E 169.64 FEET; THENCE N 38'44'29 694.82 FEET; THENCE N 28'52'15" E 169.64 FEET; THENCE N 38'44'29 694.82 FEET; THENCE N 69'05'25" E 159.08 FEET; THENCE N 89'43'14" E 314.16 FEET; THENCE N 53'59'48" E 250.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH 68TH STREET ; THENCE S 00'16'46" E ALONG SAID RIGHT OF WAY LINE 0F SOUTH 68TH STREET ; THENCE S 00'16'46" E ALONG SAID RIGHT OF WAY LINE 34 FEET TO THE NORTH LINE OF SAINT PETER'S CEMETERY; THENCE S 89'43'14" W ALG SAID NORTH LINE 217.80 FEET TO THE WEST LINE OF SAINT PETER'S CEMETERY; THENCE S 13'41'01" E ALONG SAID WEST LINE 449.83 FEET TO THE SOUTH LINE 113.52 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH LINE 113.52 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH LINE 113.52 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH LINE 113.52 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH UNE 113.52 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH GRTH STREET; THENCE S DO'16'16" E ALONG SAID RIGHT OF WAY LINE OF SOUTH 05 AND TO THE 200 TH LINE 113.52 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH 68TH STREET; THENCE S DO'16'12. (Legals) IT ORDINANCE MAPPING SAID RAWSON AVENUE; Sheet Ш И П THENCE WEST S HAVE WAY LINE OF Z 89.26'56" W 1179.95 Milwoukee OR LESS THENCE S WEST ЧО S SAID SOUTH LINE I STREET; THENCE S E S 89'26'56" W 28' W 855.17 FEET; TH THENCE the I ANTHONY J. GROMACKI, DO HEREBY CERTIFY THAT AT THE DIRECTION TOMKALSKI, EXECUTIVE DIRECTOR OF POLISH HERITAGE ALLIANCE, INC. SURVEYED THE LAND DESCRIBED HEREON AND THAT THE MAP SHOWN IS REPRESENTATION OF ALL LOT LINES AND THAT I HAVE FULLY COMPLIED 236.34 OF THE WISCONSIN STATUTES AND THE UNITED DEVELOPMENT OF DIVISION-15 OF THE CITY OF FRANKLIN IN SURVEYING DIVIDING AND MAF LANDS. .⊆ TO THE ę ₫ FEET; ACRES, MOR Northwest ¼ oll ranklin, County ň Ь SECTION 63.32 MAP FEET and Northwe THE NORTH RIGHT OF WAY LINE 3 SAID RIGHT OF WAY LINE 63.3 1ENCE S 89*26'56" W 94.88 FEE1 ANHOUNS CONTRACTOR ഗ W 94.88 OF SAID SI 911.03 FEET; THENCE THENCE S 89'26'56" 47.352 THENCE SURVEY SURVE Southeast X, Southwest X Range 21 East in the City State of Wisconsin. Ч SQUARE FEET, S AID WEST LINE 1.06 FEET; BEGINNING. 4 **CERTIFIED** Pr SOUTHWEST Dec 2090 W 60.00 FEET; 1'00" W 622.34 FEET; THENCE SOUTHEAST 1/4 OF THE SOUT 2062637 DAY OF W ALONG the Northeost ¼, Township 5 North ŵ 6 CERTIFICATE E 622.34 FEET 89.26'56" W AI CONTAINS 2074 Grømacki **DESCRIPTION:** 00"16'46" ALONG Ь ъ'n POINT That part a af Section SURVEYOR'S THIS PARCEL $\hat{\mathbf{a}}$ ω ய ביאילד S 3 00**י**21'00" W The 1 THENCE N 00'21'00" E Anthony 00.21,00" LEGAL DATED THE SAID THE 2

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mq10:21 +0/60/80 :svos 1201

DWG: G: / NIHLEIN/893Polish_Center/SURVEY40/893CSM.dwg

CERTIFIED SURVEY MAP Sheet 7 of 7 (Certificate) That part of the Northeast ¼, Southeast ¼, Southwest ¼ and Northwest ¼ all in the Southwest ¼ of Section 3 Township 5 North Range 21 East in the City of Franklin, County of Milwoukee and the State of Wisconsin.	OWNER'S CERTIFICATE: 1. SIGMUND TOMKALSKI, AS EXECUTIVE DIRECTOR OF POLISH HERITAGE ALLIANCE, INC., DO HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON I ALSO SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED HEREON I ALSO CERTIFY THAT THIS MAP IS REQUIRED BY S.236.34 OF THE WISCONSIN STATUTES AND THE UNITED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF FRANKLIN TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF FRANKLIN, OR MILWAUKEE COUNTY, WSCONSIN. WITNESS THE HAND AND SEAL OF SAID OWNER THIS LAT DAY OF LEADLAACH	OF MILWAUKEE)SS ALLY CAME BEFORE ME THIS / AL- DAY O VAMED, TO ME KNOWN TO BE THE PERSON IENT AND ACKNOWLEDGE THE SAME. ENT AND ACKNOWLEDGE THE SAME. MISSION EXPIRES, STATE OF WISCONSIN MISSION EXPIRES. Jebuwey / 8, 200 MISSION EXPIRES. Jebuwey / 8, 200 FRANKLIN COMMON COUNCIL APPROVAL: ED AND ACCEPTED BY THE COMMON COUNTION NO 2004-5228 SIGNED ON THIS 200 TION NO 2004-5228 SIGNED ON THIS 200 CK F. KLIMETZ MAYOR SANDRA L. W	DATED THIS 2 th DAY OF LEDSLOAL, 2006. REVISED THIS
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APPENDIX C

Metes and Bounds Site Description

LEGAL DESCRIPTION

Outlot 1 of Certified Survey Map numbered 7544 recorded in the office of the Register of Deeds for Milwaukee County more particularly described as follows; That part of the Northwest 1/4, Southeast 1/4, Southwest 1/4, and Northwest 1/4 all in the Southwest 1/4 of Section 3 Township 5 North Range 21 East in the City of Franklin, County of Milwaukee and the State of Wisconsin.

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 3; ALONG THE WEST LINE OF THE SOUTHWEST 1/4; THENCE S 00°25'13" E 1954.77 FEET; THENCE N 89°26'56" E 150.00 FEET TO THE POINT OF BEGINNING; THENCE N 30°53'12" E 72.99 FEET; THENCE N 49°45'23" E 660.73 FEET; THENCE S 40°14'37" E 273.00 FEET; THENCE N 49°45'23" E 745.30 FEET; THENCE N 28°52'15" E 169.64 FEET; THENCE N 38°44'29' E 694.82 FEET; THENCE N 69°05'25" E 159.08 FEET; THENCE N 89°43'14" E 314.16 FEET: THENCE N 53°59'48" E 250.00 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH 68TH STREET: THENCE S 00°16'46" E ALONG SAID RIGHT OF WAY LINE 344.91 FEET TO THE NORTH LINE OF SAINT PETER'S CEMETERY; THENCE S 89°43'14" W ALONG SAID NORTH LINE 217.80 FEET TO THE WEST LINE OF SAINT PETERS CEMETERY; THENCE S 13°41'01" E ALONG SAID WEST LINE 449.83 FEET TO THE SOUTH LINE OF SAINT PETER'S CEMETERY: THENCE S 89°43'14" E ALONG SAID SOUTH LINE 113.52 FEET TO THE WEST RIGHT OF WAY LINE OF SOUTH 68TH STREET; THENCE S 00°16'46" E ALONG SAID RIGHT OF WATY LINE 911.03 FEET; THENCE S 89°26'56" W 283.60 FEET; THENCE N 00°16'46" WEST 60.00 FEET; THENCE S 89°26'56" W 855.17 FEET: THENCE S 00°21'00" E 622.34 FEET TO THE NORTH RIGHT OF WAY LINE OF RAWSON AVENUE: THENCE S 89°26'56" W ALONG SAID RIGHT OF WAY LINE 63.32 FEET; THENCE N 00°21'00" W 622.34 FEET; THENCE S 89°26'56" W 94.88 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 3; THENCE S 00°21'00" E ALONG SAID WEST LINE 1.06 FEET; THENCE S 89°26'56" W 1179.95 FEET TO THE POINT OF BEGINNING: EXCEPTING THEREFROM LOT 1 AND LOT 2 AS SHOWN ON SAID CERTIFIED SURVEY MAP NUMBERED 7544.

SAID PARCEL CONTAINS 1587764 SQUARE FEET, 36.450 ACRES, MORE OR LESS.

Parcel ID: Part of 743-8978-003 and 743-8998-000



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APPENDIX D

NRPP Letter

One Honey Creek Corporate Center 125 South 84th Street, Suite 401 Milwaukee, WI 53214-1470 414 / 259 1500 414 / 259 0037 fax www.graef-usa.com



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June 4th, 2019

Susan Rabe 7410 W Rawson Ave Franklin, Wisconsin 53132

SUBJECT: Natural Resource Protection Plan Summary The Conservancy for Healing and Heritage

Dear Susan:

GRAEF was retained by the Conservancy for Healing and Heritage to prepare a Natural Resources Protection Plan (NRPP) for 36.38-acre parcel #7438978004 located at 6941 S 68TH Street, Franklin WI (Figure 1.). The proposed project includes Phase 1.- a healing garden, Phase 2. - 0.5 miles of trails, and Phase3. - a boardwalk with a pier.

Due to the numerous trees and large size of the parcel, it was confirmed by the City of Franklin Planning Department that GREAF could narrow the NRPP scope for the natural resources wetland features to 150 feet of the project area and survey the trees within 25 feet.

Natural resource features that could be determined using offsite tools for the entire parcel include, a 14.16-acre lake, 5.78 acres of shore buffer, 26.62 acres of Zone A floodplains which also encompasses the lake acreage, 3.97 acres of 10-19% slopes, 2.15 acres 20-30% slopes, and 3.23 acres greater than 30% slopes.

Trees with diameters of 8 inches or greater and within 25 feet of the Project Area were surveyed on February 15th and May 13th. The canopy in this area forms 3.65 acres of mature woodlands. Wetlands within 150 feet of the project area were delineated May 2019 by WDNR Assured Delineator Ron Londré. The delineation includes 2.15 acres of wetland, 0.98 acres of wetland buffer, and 0.71 acres of wetland setback.

Phase 1 of the project includes the healing garden which consists of extending the existing path, building two gazebos and a garden shed on concrete pads. The area will be vegetated with over 45 plant species and benches placed throughout the garden construction area show on the NRPP Map. Phase 2 of the project overlaps a small area of protected slopes, 0.04 acres of 10-20% slopes, 0.005 acres of 20-30% slopes, and 0.007 acres of greater than 30% slopes. Additional tree removal in this area is not anticipated and other natural resources features are not observed within extent of the healing garden construction limits.

Phase 2 of the project consists of trails that will be approximately 6 feet wide, with a pervious geotextile liner and mulch. Two 12' by 12' wood observation decks will be built



on naturally flat and treeless areas of the trail. A staircase will be built on the east, steep section of the trail. A few benches will also be placed around the trail for resting areas. Protected slopes including 0.094 acres of 10-20% slopes, 0.045 acres of 20-30% slopes and 0.028 acres of greater than 30% slopes overlap the trails in this phase of the project. Although tree removal is not anticipated for the trail construction, there may be a disturbance of 0.03 acres of mature woodland canopy for trees directly adjacent or slightly overlapping the trail. The intent of the trail is to allow users to view the lake and wetland feature on site, because of this, the trail overlaps with 0.11 acres of wetland buffer, it is unlikely this overlap will affect the buffer functions.

Phase 3 of the project includes a boardwalk approximately four feet wide and 95' long leading out to a 12' by 8' pier overlooking the lake. This is anticipated to impact 0.01 acres of wetland and 0.002 acres of lake. The wetland impact would overlap with the shore buffer and to avoid double counting these impacts for the same pier the shore buffer was not included. Department of Natural Resources and Army Corps of Engineers permits will be obtained prior to the start of this phase of the project. It was confirmed by the City of Franklin Planning that obtaining these permits will not delay Phase 1 or 2 of the Project.

Although parts of Phase 2 and the entire Phase 3 will overlap with the mapped floodplain, project features will not cause an impact to the floodplain and were not included on the NRPP Map and tables. Impacts to the shore buffer were not included as the boardwalk will be considered a wetland impact and will be permitted accordingly. Preservation requirements will be met for the 10-19% slopes, 20-30% slopes, greater than 30% slopes, and mature woodlands resources. Due to the 100% preservation requirements of the lake, wetland, and buffers a Natural Resource Special Exception (NRSE) will be submitted to impact to 0.002 acres of lake, 0.11 acres of wetland buffer, and 0.01 acres of wetland.

The total of overlapping resources required to be preserved on the site is 57.92 acres. Due to the overlapping features and limited scope of the field survey it is estimated conservatively that 32 acres of the site is required to be preserved. The estimation was calculated by taking the parcel area of 36 acres and subtracting the 21 acres of area covered by lake and wetland (100% protection requirement) leaving a remaining 15 acres of mature forested area with varying slopes. The mature woodlands have a protection standard of 70%, allowing a remaining 4 acres of land that can be disturbed and 32 acres required to be preserved. A similar estimation was done for the narrowed scope of the project area and out of the 8 acres of project area, 5.6 acres will need to be preserved.

Using these estimated values, the Site Intensity table was completed and included on the NRPP Map. Because this site does not fit any of the general use types, the medium values associated with commercial retail sales and service were used for the calculation.



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The calculations yielded a maximum net floor area of 2.28 acres/99,317 square feet for the site. The combined area of the garden shed, two gazebos and, healing chapel equal 2,510 square feet.

Mitigation was not considered as impacts to the features are minimal and will not adversely affect the functions of each feature. A conservation easement was also not created as the entire site is currently listed as a conservancy and the site owners would like to continue this land use of preservation and public use of the forest and natural features.

Please contact me at <u>Alison.Kuhne@graef-usa.com</u> or (414) 266-9299 if you have any questions.

Sincerely,

Alison Kuhne Environmental Scientist



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APPENDIX E

NRSE questionnaire

Natural Resource Special Exception Question and Answer Form.

Questions to be answered by the Applicant

Items on this application to be provided in writing by the Applicant shall include the following, as set forth by Section 15-9.0110C. of the UDO:

- A. Indication of the section(s) of the UDO for which a Special Exception is requested.
- B. Statement regarding the Special Exception requested, giving distances and dimensions where appropriate.
- C. Statement of the reason(s) for the request.
- D. Statement of the reasons why the particular request is an appropriate case for a Special Exception, together with any proposed conditions or safeguards, and the reasons why the proposed Special Exception is in harmony with the general purpose and intent of the Ordinance. In addition, the statement shall address any exceptional, extraordinary, or unusual circumstances or conditions applying to the lot or parcel, structure, use, or intended use that do not apply generally to other properties or uses in the same district, including a practicable alternative analysis as follows:

1) Background and Purpose of the Project.

(a) Describe the project and its purpose in detail. Include any pertinent construction plans.

(b) State whether the project is an expansion of an existing work or new construction.

(c) State why the project must be located in or adjacent to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback to achieve its purpose.

2) **Possible Alternatives.**

- (a) State all of the possible ways the project may proceed without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback as proposed.
- (b) State how the project may be redesigned for the site without affecting the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.
- (c) State how the project may be made smaller while still meeting the project's needs.
- (d) State what geographic areas were searched for alternative sites.
- (e) State whether there are other, non-stream, or other non-navigable water, nonshore buffer, non-wetland, non-wetland buffer, and/or non-wetland setback sites available for development in the area.

(f) State what will occur if the project does not proceed.

3) Comparison of Alternatives.

(a) State the specific costs of each of the possible alternatives set forth under sub.2., above as compared to the original proposal and consider and document the cost of the resource loss to the community.

(b) State any logistical reasons limiting any of the possible alternatives set forth under sub. 2., above.

- (c) State any technological reasons limiting any of the possible alternatives set forth under sub. 2., above.
- (d) State any other reasons limiting any of the possible alternatives set forth under sub. 2., above.

4) Choice of Project Plan.

State why the project should proceed instead of any of the possible alternatives listed under sub.2., above, which would avoid stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback impacts.

5) Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Description.

Describe in detail the stream or other navigable water shore buffer, wetland, wetland buffer, and/or wetland setback at the site which will be affected, including the topography, plants, wildlife, hydrology, soils and any other salient information pertaining to the stream or other navigable water, shore buffer, wetland, wetland buffer, and/or wetland setback.

6) Stream or Other Navigable Water, Shore Buffer, Wetland, Wetland Buffer, and Wetland Setback Impacts.

a)	Diversity of flora including State and endangered species.	or Federal designated ↑	threatened and/or
b)	Storm and flood water storage.	□ Not Applicable	Applicable
c)	Hydrologic functions.	□ Not Applicable	Applicable
d)	Water quality protection including filtr or toxic substances.	ation and storage of sec	diments, nutrients
e)	Shoreline protection against erosion.	□ Not Applicable	Applicable
f)	Habitat for aquatic organisms.	□ Not Applicable	Applicable
g)	Habitat for wildlife.	□ Not Applicable	Applicable
h)	Human use functional value.	□ Not Applicable	Applicable
i)	Groundwater recharge/discharge protect	tion.	
		Not Applicable	Applicable
j)	Aesthetic appeal, recreation, education,	and science value.	
		Not Applicable	Applicable
k)	Specify any State or Federal designat species of special concern.	ed threatened or endan	ngered species or Applicable
1)	Existence within a Shoreland.	□ Not Applicable	Applicable
m)	Existence within a Primary or Seconda Isolated Natural Area, as those areas a Southeastern Wisconsin Regional Plann	are defined and currently	y mapped by the
		Not Applicable	Applicable
	be in detail any impacts to the above for the bole water, shore buffer, wetland, wetland		

7) Water Quality Protection.

Describe how the project protects the public interest in the waters of the State of Wisconsin.



collaborāte / formulāte / innovāte

APPENDIX F

Healing Garden Landscape Plan GENERAL LANDSCAPE CONSTRUCTION NOTES:

LANDSCAPE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK

LANDSCAPE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND DIMENSIONS SHOWN AND BRING TO THE ATTENTION OF THE LANDSCAPE ARCHITECT DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN AND/OR INTENT OF THE PROJECT'S LAYOUT

LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND/OR MATERIALS SUPPLIED.

LANDSCAPE CONTRACTOR SHALL PROTECT EXISTING ROADS, CURBS/GUTTERS, TRAILS, TREES, LAWINS AND SITE ELEMENTS DURING CONSTRUCTION OPERATIONS. DAMAGE TO SAME SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.

LANDSCAPE CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION/MATERIAL INSTALLATION BEGINS (MINIMUM 10'-0' OF CLEARANCE).

LANDSCAPE CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON THE SITE.

UNDERGROUND UTILITIES SHALL BE INSTALLED SO THAT TRENCHES DO NOT CUT OUGH ROOT SYSTEMS OF ANY EXISTING TREES TO REMAIL

EXISTING CONTOURS, TRAILS, VEGETATION, CURB/GUTTER AND OTHER ELEMENTSARE BASED UPON INFORMATION SUPPLIED TO THE LANDSCAPE ARCHITECT BY OTHERS. LANDSCAPE CONTRACTOR SHALL VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION AND NOTIFY LANDSCAPE ARCHITECT OF SAME

ALIGNMENT AND GRADES OF THE PROPOSED WALKS, TRAILS AND/OR ROADWAYS ARE SUBJECT TO FIELD ADJUSTMENT REQUIRED TO CONFORM TO LOCALIZED TOPOGRAPHIC CONDITIONS AND TO MINIMIZE TREE REMOVAL AND GRADING CHANGES IN THE ALIGNMENT AND GRADES MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.

LANDSCAPE CONTRACTOR SHALL INSURE THAT SOIL CONDITIONS AND COMPACTION ARE ADEQUATE TO ALLOW FOR PROPER DRAINAGE AROUND THE CONSTRUCTION SITE. UNDESIRABLE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK. IT SHALL BE THE LANDCAPE CONTRACTOR'S RESPONSIBILITY TO INSURE PROPER SURFACE AND SUBSURFACE DRAINAGE IN ALL PLANTING AREAS.

LANDCAPE CONTRACTOR SHALL PREPARE AND SUBMIT A WRITTEN REQUEST FOR THE OWNER ACCEPTANCE INSPECTION OF LANDSCAPE AND SITE IMPROVEMENTS PRIOR TO SUBMITTING FINAL PAY REQUEST.

EXISTING TREES AND/OR SIGNIFICANT SHRUB MASSINGS FOUND ON SITE SHALL BE PROTECTED AND SAVED UNLESS NOTED TO BE REMOVED OR ARE LOCATED IN AN AREA TO BE GRADED, OUESTIONS REGRADING EXISTING PLANT MATERIAL SHALL BE BROUGHT TO THE ATTTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO

SEE SHEET L8

-6' BENCH ON

CONCRETE PAD WITH

ELEC. OUTLET (TYP)

SEE DETAIL 51

GAZEBO ON CONCRETE PAD.

GARDEN SHED ON CONC. SLAB

SEE SHEET L9

COORDINATE ELECTRICAL

ROUGH GRADING AND FINISHED GRADING TO BE DONE BY OTHERS UNLESS NOTED

GRADING LIMITS AND HEREIN DEFINED AS THE JUNCTURE OF PROPOSED GRADE WITH EXISTING GRADE UNLESS NOTED OTHERWISE.

GRADING LIMITS AND LIMITS OF WORK SHOWN ON PLAN ARE ONLY APPROXIMATE AND MAY BE ADJUSTED IN FIELD BY LANDSCAPE ARCHITECT. WORK OUTSIDE OF THESE LIMITS WILL BE DONE AT LANDSCAPE CONTRACTOR'S EXPENSE UNLESS DIRECTED BY LANDSCAPE ARCHITECT IN WRITING.

FILL/CUT AS NECESSARY TO PROVIDE A 1% MINIMUM GRADE AWAY FROM BUILDINGS WITHIN LIMITS OF CONSTRUCTION.

ELEVATIONS SHOWN ARE FINISHED ELEVATIONS. SPOT ELEVATIONS TAKE PRECEDENCE OVER CONTOURS.

ADD EROSION CONTROL MEASURES IF GRADES GREATER THAN 3:1 OR IF CONDITIONS WARRANT. REFER TO WISDOT SPECIFICATIONS FOR EROSION CONTROL.

LANDSCAPE CONTRACTOR SHALL CONTACT PUBLIC UTILITIES FOR LOCATION OF UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. LANDSCAPE CONTRACTOR SHALL REPAIR

OR REPLACE THE ABOVE IF DAMAGED DURING CONSTRUCTION AT NO ADDITIONA COST TO THE OWNER

LANDCAPE CONTRACTOR SHALL PROVIDE PROPER EROSION CONTROL MEASURES AS REQUIRED TO INSURE THAT EROSION IS KEPT TO AN ABSOLUTE MINIMUM. PROVIDE TEMPORARY COVERING FOR CATCH BASINS AND MANHOLES UNTIL FINISHED GRADING IS COMPLETE.

PERIMETER SILT FENCE AND ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED PRIOR TO CONSTRUCTION. REFER TO WISDOT SPECIFICATIONS FOR AGGREGATE BASE AND SILT FENCE.

CONTRACTOR SHALL CONSTRUCT DRAINAGE BASINS AS NEEDED.

CONTRACTOR SHALL INSTALL CATCH BASIN EROSION CONTROL MEASURES PER WISDOT (WISCONSIN DEPARTMENT OF TRANSPORTATION) SPECIFICATIONS.

CONTRACTOR SHALL MAINTAIN FROSION CONTROL MEASURES, INCLUDING THE REMOVAL OF ACCUMULATED SILT IN FRONT OF SILT FENCES AND EXCESS

SEDIMENT IN PROPOSED CATCH BASINS. FOR THE DURATION OF CONSTRUCTION REMOVE EROSION CONTROL MEASURES AFTER VEGETATION IS ESTABLISHED.

CONTRACTOR SHALL HAND-DIG AROUND EXISTING TREES TO REMAIN IN ORDER TO PREVENT DAMAGE TO ROOT SYSTEMS.

TREE PROTECTION LAYOUT AND LOCATION TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO START OF CONSTRUCTION.

CONCRETE WALK



AGGREGATE PATH WITH METAL EDGING PROTECT EXIST SEE DETAIL 8/L4 MAPLE TREE TO REMAIN (TYP) STABILIZED AGGREGATE PATHWAY INSTALL 2" PVC PIPE SLEEVE UNDER WALK FOR FUTURE UTILITIES (TYP.) PROPERTY LINE #____ HAND-DIG EXCAVATE ADDED FILL 764 PROTECT EXIST. AROUND EXISTING HICKORY TREE OAK TREE WEST GATE ENTRY DOWN TO ROOT FLARE HEIGHT TO REMAIN (TYP SIGNAGE - SEE SHEET 10/L4 SEE DETAIL 1/L3 65 PROTECT EXISTING LIGHT 5'-0" 15' UTILITY EASEMENT $\bigcirc \epsilon$ POLE TO REMAIN (TYP.) \bigcirc SIDEWALK RAMP - CUT AND REMOVE 765.7 EXISTING CURB AND INSERT ADA INSTALL EROSION CONTROL SILT FENCING ALONG LIMITS OF CONSTRUCTION LINE (TYP.). ANY DISTURBANCE COMPLIANT RAMP WITH WARNING PRÓTECT EXISTINO RESTRIPE PARKING LOT SIDEWALK TO REMAIN TEXTURE IMPRINT OUTSIDE OF THIS LINE IS OUTSIDE THE SCOPE OF WORK AND TO PROVIDE ADA ACCESS INTO HEALING GARDEN WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO REPAIR TO ORIGINAL CONDITION AT NO COST TO THE OWNER. - 9'-0" TYP. - 13'-0' EXISTING NEW my STRIPING STRIPING

SITE LAYOUT AND GRADING PLAN

L.0 SCALE: 1" = 10'

TING	
~	STONE TYPES BY AREA: REFER TO DETAIL SHEETS FOR MORE INFO.
· Ę .	STREAM: JOLIET BOULDERS BY LEMKE LARGE TO EXTRA LARGE RANGES
	WALLS IN LANDSCAPE: GLACIER WEATHER EDGE BOULDERS BY LEMKE 18" -36" SIZE
~	SEAT WALLS AND POND EDGE: WINNEBAGO OUTCROPPING AND BOULDERS HOLEY BOULDERS BY HALQUIST
}	PATIO F L A G STO NE : VALDER'S FLAGSTONE BY EDEN STONE
	FREESTANDING BOULDERS:HOLEY BOULDERS BY HALQUIST



THE UNDERGROUND UTILITY INFORMATION SHOWN ON THIS MAP IS BASED ON FIELD MARKINGS AND INFORMATION FURNISHED BY UTILITY COMPANIES AND THE LOCAL MUNICIPALITY. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, ITS ACCURACY AND COMPLETENESS CANNOT BE GUARANTEED.



WE ENERGIES FOUNDATION HEALING GARDEN Franklin, Wisconsin

Conservancy for Healing & Heritage, Inc.

Site Hardscape Layout and Grading Plan

REVISIONS:
DATE: 6/7/2019
Building setbacks, parking lot
striping, and add'l erosion
control notes.
SCALE: 1" = 10'
DATE: 2/6/2019
, , ,
DRWN BY: DS CHKD BY:RS
SHEET:

PLANT INSTALLATION NOTES:

LANDSCAPE CONTRACTOR SHALL COORDINATE THE PHASES OF CONSTRUCTION AND PLANTING INSTALLATION WITH OTHER CONTRACTORS WORKING ON THE SITE.

ALL WRITTEN DIMENSIONS SUPERSEDE SCALED DIMENSIONS THE CONTRACTOR SHALL VERIFY LOCATION OF ALL

O COMMENCEMENT OF SITE CONSTRUCTION.

ROUGH GRADING AND DRAINAGE CONSTRUCTION IS TO BE COMPLETED PRIOR TO LANDSCAPE CONTRACTOR'S WORK. VERIFY ALL EXISTING SITE AND GRADING CONDITIONS PRIOR TO CONSTRUCTION.

ALL AREAS DISTURBED BY GRADING OR SITE CONSTRUCTION SHALL BE FINE GRADED, PLANTED, OR SEEDED. SEE PLAN FOR SEED LOCATIONS. SEE NOTES FOR SPECIFIED SEED MIXES AND INSTALLATION PROCEDURES.

NO PLANTS WILL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.

LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN THE PLANT MATERIAL SELECTIONS AND OTHER SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE PLANT MATERIAL SELECTIONS OR SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING OF WORK.

PROPOSED PLANT MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, ANSI EDITION OF THE ANIMENTICATION TANDARD FOR TWAREN STOOD, AND 2601 ULESS NOTED OTHERWISE. DECIDIOUS SHARLES SHALL HAVE AT LEAST 5 CANES AT THE SPECIFIED HEIGHT. ORNAMENTAL TREES SHALL HAVE NO 'V' CROTCHES AND SHALL BEGIN BRANCHING NO LOWER THAN 3 FEET ABOVE THE ROOT BALL. STREET AND BOULEVARD TREES SHALL BEGIN BRANCHING NO LOWER THAN 6' ABOVE FINISHED GRADE.

PLAN TAKES PRECEDENCE OVER PLANT SCHEDULE IF DISCREPANCIES IN QUANTITIES EXIST. SPECIFICATIONS AND DETAILS TAKE PRECEDENCE OVER NOTES.

PLANT MATERIALS TO BE INSTALLED PER PLANTING DETAILS.

PROPOSED PLANT MATERIAL SHALL BE LOCATED AND STAKED AS SHOWN ON PLAN. LANDSCAPE ARCHITECT MUST APPROVE STAKING OF PLANT MATERIAL PRIOR TO DIGGING.

NO PLANT MATERIAL SUBSTITUTIONS WILL BE ACCEPTED UNLESS APPROVAL IS REQUESTED OF THE LANDSCAPE ARCHITECT BY THE LANDSCAPE CONTRACTOR PRIOR TO THE SUBMISSION OF BID AND/OR QUOTATION.

ADJUSTMENTS IN LOCATION OF PROPOSED PLANT MATERIALS MAY BE NEEDED IN FIELD. LANDSCAPE ARCHITECT MUST BE NOTIFIED PRIOR TO THE ADJUSTMENT OF PLANTS.

JW.



SITE PLANTING PLAN

SCALE: 1" = 10'

L2

5 Mat

10 Ech Pow



WE ENERGIES FOUNDATION HEALING GARDEN Franklin, Wisconsin

Conservancy for Healing & Heritage, Inc.

Site Planting Plan

REVISIONS:

DATE: 6/7/2019 Parking lot striping

SCALE: 1" = 10' DATE: 2/6/2019 DRWN BY DS CHKD BY BS

SHEET:





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Conservancy for Healing & Heritage, Inc.

Site Details

REVISIONS:

SCALE: VARIES

DATE: 2/6/2019 DRWN BY: DS CHKD BY:RS SHEET:



2" THICK FLAGSTONE WALK(24" - 48" SIZE) VALDERS FLAGSTONE WITH TIGHT JOINTS 2" COMPACTED TB AGGREGATE WITH FINES



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Site Details

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WE ENERGIES FOUNDATION HEALING GARDEN

Franklin, Wisconsin

Conservancy for Healing & Heritage, Inc.

Waterfall Details

REVISIONS:

SCALE: VARIES

DATE: 2/6/2019 DRWN BY: DS CHKD BY:RS SHEET:





PLANT INSTALLATION SCHEDULE:

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	NOTES AVERAGE MATURE SIZE
Ev. Trees	•			0.55		
Pin / str	3	Pinus strobus	Eastern White Pine	6' BB	BB	70' x 50' spread
Ev. Shrubs						
Mic / Dec	28	Microbiota de cussata	Russian Cypress	3 gallon	Cont	12" ht. x 5' spread
Dec. Shrub						
Ame / aln	21	Ame lanchier alnifolia	Regent Serviceberry	18"- 24"	Cont	5'ht x 6'spread
Anne / ann Aro / mel	22	Aronia melanocarpa	Black Chokeberry	24" - 30"	Cont	6' ht x 5' spread
Cle / Hum	8	Clethra alnifolia 'Hummingbird'	Hummingbird Clethra	18" - 24"	Cont	3-5' ht x 3-4' spread
Cor / Sto	15	Cornus stolonifera 'Farrow'	Arctic Fire Dogwood	18" - 24"	Cont	3-4' ht x 3-4' spread
Die / Ion	138	Diervilla Ionicera	Dwarf Bush-honeysuckle	18" - 24"	Cont	4' ht x 4' spread
For / Hap	19	Forsythia x 'Happy Centennial'	Happy Centennial Forsythia	18"-24"	Cont	3' ht x 5' spread
Ham / vir	5	Hamamelis virginiana	Common Witchhazel	36"	Cont	15' ht. x 15' spread
Sam / can	6	Sambucus canadensis	American Elderberry	2 gallon	Cont	9' ht x 9' spread
Sym / alb	7	Symphoricarpos albus	Common Snowberry	2 gallon	Cont	5-6' ht x 4-6' spread
Vib / Jud	21	Viburnum x juddii	Judd Vibumum	30" - 36"	Cont	7' ht x 7' spread
Perennials		A1 (1) (1)		11/2010 D		
Alc / mol	6	Alchemilla mollis	Lady's Mantle	1 gallon	Cont	15" htx 2' spread
Ast / chi	23	Astilbe chinensis 'Visions' PPAF	Visions Astilbe	1 gallon	Cont	18" ht x 15" spread, rasp re
Ams / Blu	13	Amsonia x 'Blue Ice'	Blue Ice Amsonia	1 gallon	Cont	18" htx 20" spread
Ara / Rac	16	Aralia racemosa	Spikenard	1 gallon	Cont	2-3' x 2-3', white flower late july-a
Ath / Fil	129	Athyrium filix-femina	Lady Fern	1 gallon	Cont.	2-4' ht
Ber / Win	38	Bergenia cordifolia 'Winter Glow'	Winter Glow Saxifrage	1 gallon	Cont	1' ht. x 1.5' spread, 1.5' flower ht.
Cal / Mon	10	Calamintha nepeta 'Montrose White'	Montrose White Calamint Savory	1 gallon	Cont	18" ht x 2' spread
Cim / Rac	25	Cimcifug a racemosa	Black Snakeroot	1 gallon	Cont	4-6' ht x 2-4' spr, purple foliage, v
Cle / Vir	2	Clematis virginiana	Virgins Bower Clematis	1 gallon	Cont	white, fragrant,
Ger / Macu	51	Geranium maculatum	Wild Geranium	1 gallon	Cont	1.5' ht x 2' spread, 2' flower ht
Heu / Pur Mat / Str	50 59	Heuchera micrantha 'Palace Purple'	Palace Purple coralbells Ostrich fem	1 gallon	Cont.	1' ht. x 1.5' spread, 1.5' fower ht.
Phl / sto	24	Matteucia struthiopteris Phlox stolonifera 'Blue Ridge'	Running phlox	1 gallon 1 gallon	Cont	2-4' ht x 2-3' spr.
F11/510	24	Fillox sibiofiliera bide Ridge	Running prilox	i galion	CONL	8" ht x 12" spr.
Ornamental G	asses				-	
Des / ces	20	Deschampsia cespitosa	Tufted Hair Grass	1 gallon	Cont	2-3' ht x 1-2' spr
Cha / lat	13	Chasmanthium latifolium	Northern Sea Oats	1 gallon	Cont	2.5' ht x 2.5' spread, 4' fower ht,
Hel / sem	10	Helictotrichon sempervirens	Blue Oat Grass	1 gallon	Cont	2' ht. x 2.5' spread, 3.5' fower ht.
Spo / het	23	Sporobolus heterolepis	Prairie Dropseed	1 gallon	Cont	2' ht x 18" spread,
					1.7.5917	e ne vie oprese)
Groundcovers						
Aju / Cat	32	Ajuga reptans 'Catlin's Giant'	Catlin's Giant Bugleweed	4"	Cont	.5' ht x 1.5'++ spread, 10" flower
Asa / can	20	Asarum canadense	Canada Wild Ginger	4"	Cont	1' ht. x 2'++ spread, WI native
Gal / odo	70	Galium odoratum	Sweet Woodruff	4"	Cont	.5' ht x 3'++ spread, 5' fower ht
Postpone plar	nting the	se fragile herbaceous perennilas till following	spring			
Ane / syl	14	Anemone sylvestris	Snowdrop Anemone	1 gallon	Cont	1' ht. x 1' spread, 2' fower ht., car
Aqu/can	18	Aquilegia canadensis	Wild Columbine	1 gallon	Cont	1' ht x 1' spread, 2.5' flower ht, V
Dic / spe	25	Dicentra spectabilis	Bleeding Heart	1 gallon	Cont	3' ht. x 4' spread, 3' flower ht.
Mer / Vir	25	Mertensia virginica	Virginia Bluebells	1 gallon	Cont	1-2" ht x 12-18" spr, clump-forming
Pol / Bif	27	Polygonatum biflorum	Giant Solomon's Seal	1 gallon	Cont	1-3' ht x 1-2' spr
Pol / rep	34	Polemonium reptans	Jacob's Ladder	1 gallon	Cont	1.5' ht. x 1.5' spread, 2' blue fowe
Pul / Roy	25	Pulmonaria x Roy Davidson	Lungwort	1 gallon	Cont	8" ht x 1' spread, 1' flower ht
Sunny entranc	e narde	an areac.				
Herbs	e galue	11 016 03.				
Ani / Hys	2	Agastache foeniculum	Giant Blue Hyssop	4"	Cont	2-4' ht x 2' spr
Mel / Ofi	1	Melissa officinalis	Lemon Balm	4"	Cont	3' ht x 5' spr
Lav / Ang	5	Lavandula angustifolia	Lavender	4"	Cont	12-18" ht x 12-24" spr
Mat / Cha	8	Matricaria chamomilla	Chamomile	4"	Cont	1-2' ht x 2' spr
Sal / Ofi	Ŭ	Salvia officinalis	Sage	4"	Cont	1-3' ht x 1-3' spr
Hyd / ano	4	Hydrangea anomala petiolaris	Hydrange a Vine	1 gallon	Cont	up to 40' ht
				guien		
Ech / Pow	25	Echinacea purpurea 'Pow Wow Wild Berry'	Pow Wow Wild Berry Coneflower	1 gallon	Cont	3' ht x 4' spread, 3' fower ht.
Sed / Aut	19	Sedum spectabile 'Autumn Joy'	Autumn Joy Sedum	1 gallon	- Contraction of the local division of the l	1' ht. x 2' spread,2' fower ht.
Nep / Wal	77	Nepeta x faassenii 'Walkers Low'	Walker's Low Catmint	1 gallon		10" ht x 18" spread
Pae / Dou	2	Paeonia x lactiflora 'Double Red'	Double Red Peony	1 gallon	-	3' ht x 2.5' spread, 3' flower ht



WE ENERGIES FOUNDATION HEALING GARDEN

Franklin, Wisconsin

Conservancy for Healing & Heritage, Inc.

Site Planting Details & Schedule

REVISIONS:

SCALE: VARIES DATE: 2/5/2019 DRWN BY: DS CHKD BY:RS

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SHEET:



L.0



WE ENERGIES FOUNDATION HEALING GARDEN Franklin, Wisconsin

Conservancy for Healing & Heritage, Inc.

Site Lighting Layout Plan

REVISIONS:

<u>SCALE:</u> 1'' = 10'DATE: 2/6/2019 DRWN BY: DS CHKD BY:RS SHEET:



1"X6" TONGUE AND GROOVE BOARD AND BATTEN ON INTERIOR WALL

BEAD BOARD SOFFIT COVER

new eden

LANDSCAPE ARCHITECTURE

Milwaukee, Wisconsin Phone (414)530-1080 newedenlandscap

WE ENERGIES FOUNDATION HEALING GARDEN Franklin, Wisconsin

Conservancy for Healing & Heritage, Inc.

Gazebo Details

REVISIONS:

GAZEBO - SECTION - FOOTING ON SLOPE

2"X8" RAFTER

SHEATHING

2"X2" NAILER

SILL 2 (2"X6")

_2"X4" NAILER

_1"X10" FASCIA

_1"X10" FASCIA

_2"X8" JOIST

_2 PLY LEDGER AT

ENTRANCE ONLY

FOOTING (SEE ENG.)

___2"X8" SUB FASCIA

_CEDAR SHAKE SHINGLES

_CEDAR SHAKE SHINGLES

1/2" PLYWOOD SHEATHING

TO MATCH CHAPEL

BEAD AND BOARD SOFFIT COVER

_2 PLY CUSTOM 6"X6" STRUCTURAL POST

M1 SIDING - INTERIOR WALLS 1" x 2" CEDAR BATTENS ON 1" X 12" CEDAR BOARDS

- M2 SIDING EXTERIOR WALL LOWER CEDAR SHAKES (MATCH CHAPEL)
- M5 ROOF CEILING 1" x 6" TONGUE AND GROOVE, CEDAR WOOD
- M6 SOFFIT BEAD BOARD, WOOD (EXTERIOR GRADE)
- M7 DECK STRUCTURE PRESSURE TREATED EXTERIOR WOOD
- M9 SCREEN WINDOWS WOOD FRAME WITH NYLON SCREEN MOSQUITO FABRIC
- M10 DOOR CUSTOM BUILT WOOD DOOR, NYLON SCREEN MOSQUITO FABRIC, ACCESSIBLE LATCH HARDWARE, EXTERIOR GRADE HINGES, SOFT CLOSE

DRWN BY: DS CHKD BY: RS SHEET:

SCALE: VARIES

DATE: 2/6/2019





WE ENERGIES FOUNDATION HEALING GARDEN Franklin, Wisconsin

Conservancy for Healing & Heritage, Inc.

Garden Shed Details

REVISIONS:

SCALE: VARIES

DATE: 2/6/2019 DRWN BY: DS CHKD BY:RS SHEET:



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APPENDIX G

Deck and Stair Plans



