

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, APRIL 2, 2013, 6:30 P.M.

- A. Call to Order and Roll Call

- B.
 - 1. Citizen Comment Period
 - 2. Announcements from Mayor Taylor of upcoming community events & news items:
 - a. Proclamation in Recognition of the public service of Alderman Steve Olson.
 - b. Proclamation in Recognition of the public service of Alderman Timothy C. Solomon.
 - c. Mayoral Proclamation which designates April 27, 2013 as Arbor Day in the City of Franklin.

- C. Approval of Minutes
 - 1. Approval of regular meeting of March 19, 2013.

- D. Hearings

- E. Organizational Business

- F. Letters and Petitions

- G. Reports and Recommendations
 - 1. Donations
 - a. From Franklin Lions Club Foundation in the amount of \$250 to the Fair Commission.
 - b. From American Transmission Company in the amount of \$250 to the Department of Public Works.
 - c. From MAJ Donald Barrows (USA-Ret.) in the amount of \$500 to the Fire Department.
 - 2. Resolution in Recognition and in Appreciation of Chef Dennis J. Wegner and Kathleen R. Wegner and Wegner's St. Martins Inn (Ald. Olson).
 - 3. Ordinance to amend the Unified Development Ordinance Text to create Section 15-3.0201E., R-1E Countryside/Estate Single-Family Multiple Residence upon a Single Lot Estate District and Table 15-3.0201E. (or such other section[s] as may be determined), to allow for more than one single-family residence structure upon a single lot estate, together with other permitted, special and accessory uses compatible with a more than one single-family residence structure upon a single lot estate use (Joseph R. Haselow and Dawn M. Boland, applicants).
 - 4. Ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to R-1E Countryside/Estate Single-Family Multiple Residence upon a Single Lot Estate District (9140 S. 51st Street) (approximately 11.55 acres) (Joseph R. Haselow and Dawn M. Boland, applicants).
 - 5. First Amendment to the Declaration of Restrictions for Prairie Grass Preserve (at approximately 9200 W. St. Martins Road) (Neumann Companies, Inc., applicant).

6. Status report on the activities of the Quarry Monitoring Committee of the City of Franklin, Wisconsin.
7. Request of Forward Franklin Economic Development Committee to have staff conduct analysis of area communities' Economic Development Director Positions.
8. Purchase of road salt from State Department of Transportation contract to be paid for under the 2013 budget and used for the 2014/2015 season.
9. Ordinance to repeal and recreate Section 178-3.F.(4)(d) of the Municipal Code of the City of Franklin, Chapter 178, "Nuisances", in order to increase the investigative notice charge related to the mowing of noxious weeds from \$10 to \$32.
10. Acquisition of land for the extension of W. Marquette Avenue from S. 49th Street to the west line of Pleasant View Elementary School site for Parcel No. 2 which is a small triangle shaped parcel at the west end of the existing Marquette Avenue. The Common Council may enter closed session pursuant to Wis. Stat. §19.85(1)(e), to discuss the acquisition of land for the extension of W. Marquette Avenue from S. 49th Street to the west line of Pleasant View Elementary School site to acquire Parcel No. 2 located at 4850 W. Marquette Avenue and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits

1. Miscellaneous Licenses.

I. Bills

1. Vouchers and Payroll approval.

J. 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 Quarry Monitoring Committee, Plan Commission, Community Development Authority and Forward Franklin Economic Development Commission may attend this meeting to gather information about an agenda item over which the Quarry Monitoring Committee, Plan Commission, Community Development Authority and Forward Franklin Economic Development Commission has decision-making responsibility. This may constitute a meeting of the Quarry Monitoring Committee, Plan Commission, Community Development Authority and Forward Franklin Economic Development Commission per State ex rel. Badke v. Greendale Village Board, even though the Quarry Monitoring Committee, Plan Commission, Community Development Authority and Forward Franklin Economic Development Commission 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:

April 2	Spring Election	7:00 a.m.-8:00 p.m.
April 4	Plan Commission	7:00 p.m.
April 16	Common Council	6:30 p.m.

A PROCLAMATION IN RECOGNITION OF
THE PUBLIC SERVICE OF ALDERMAN STEVE OLSON

WHEREAS, Steve Olson has given of his time and talent to the People of the City of Franklin by way of his work in the City government for more than two decades; and

WHEREAS, Alderman Steve Olson was appointed Alderman of District 2 in May, 1998 and served District 2 until January 10, 2001, upon his resignation due to his relocation of his homestead in the City, and was elected Alderman of his new home District 1 in April, 2004 and has been re-elected since that time, with his current term expiring on the third Tuesday of April, 2013, Alderman Olson having determined that it is time to devote more time to his Bride and his "other" more than full-time occupation; and

WHEREAS, Steve Olson's nearly dozen years of public service in the office of Alderman involved a 24/7 dedication to service, whether it was at his desk, at City Hall during the countless nights, many days and many weekends of meetings or otherwise constantly on the phone and always online; and

WHEREAS, Steve's service to the Community predated his service as Alderman, serving as a member of the Economic Development Commission, serving as Chairman for many years, which in addition to his later service on the Finance Committee, the Labor Negotiations Committee, the Board of Health, and more specifically sharing his occupational expertise, on the Technology Commission, compiled his 22 years of service to the People of the City of Franklin; and

WHEREAS, Steve was a guard on his high school football team; during his tenure working for the City of Franklin, Steve was also a guard who championed the protection of the People's money with a tight-fisted and required detailed need rationale budgetary protocol; as well as serving as a guard to protect the high bar he set for the required nature of and operational and three-dimensional quality of new development in the City of Franklin, which has been the fastest growing City of its size in the State of Wisconsin for most of the years Steve has been of service; and

WHEREAS, the contributions, efforts and life investment of people such as Steve Olson are not only the basis upon which the representative democratic republic of the United States of America was founded and continues to thrive, but also upon which it is dependent and upon which Independence is maintained; By the People, For the People; and

WHEREAS, it is unlikely that projects and proposals and their proponents will again be the subjects of the detailed and designed continuing questioning to protect the public interest and find a better product as has occurred over the past nine years from the first seat on the west end of the Common Council dais, with the office of the questioner oftentimes appareled in a plaid shirt amounting to camouflage when view back grounded by the west wall of the Chambers, as has been noted on the Record.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Thomas M. Taylor, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, hereby recognize the dedication of and substantial work performed by Alderman Steve Olson, and heartily express our gratitude and appreciation and best wishes forward. Thank you, Steve Olson.

Presented to the City of Franklin Common Council this 2nd Day of April, 2013.

Thomas M. Taylor, Mayor

BLANK PAGE

B.2.b.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

A PROCLAMATION IN RECOGNITION OF
THE PUBLIC SERVICE OF ALDERMAN TIMOTHY C. SOLOMON

WHEREAS, the elected term of office of Alderman Timothy C. Solomon will expire at midnight on the morning of the third Tuesday of April, 2013; and

WHEREAS, Alderman Solomon entered Aldermanic office upon appointment by the Common Council on January 23, 2001, and has been elected by the People of District 2 since that time; and

WHEREAS, Alderman Solomon entered public office following his retirement as a manager at Ameritech Corporation and has provided his expertise in planning, budgeting, management and supervision in all aspects of his public service; and

WHEREAS, during his tenure, Alderman Solomon has served on the Economic Development Commission, the Fair Commission, the License Committee, the Labor Negotiations Committee, the Library Board, the Parks Commission, the Complete Streets & Connectivity Committee, the Plan Commission and the Finance Committee, serving as its Chairman for many years; and

WHEREAS, Tim Solomon delivered his service with an obvious work ethic and expertise, and with an intensity continually evidencing someone who cares; yet there were those occasional off the beaten path quips during heated debates that did make everyone laugh and lighten the moment amongst those all working toward the Common Good; Alderman Solomon, with his financial expertise background, was always accurate to the penny, and coined the word "dot" in the City of Franklin, always stating the existence of the decimal point in proposed monetary amounts and it was stated with emphasis (as well as his recitation of the word "dollars", with an emphasis on the "d"); and

WHEREAS, Alderman Solomon spent more than the past decade working not only to assist business development in the City, but also continually focusing on citizen rights, needs and comforts; and

WHEREAS, Alderman Solomon is now passing the gavel of around the clock public service, for a well-earned ability to spend more time with his beloved Wife and Family, and to enjoy the finer things in life such as baseball and tailgating while grilling choice butcher shop quality meats and imbibing that Wisconsin traditional golden product of hops and grains; and

WHEREAS, the City of Franklin shall miss the Wisdom of Solomon.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Thomas M. Taylor, Mayor of the City of Franklin, Wisconsin, on behalf of all of the Citizens of Franklin, hereby recognize and commend the record of Alderman Timothy C. Solomon, established by his faithful public service to the Citizens of the City of Franklin, and heartily express our gratitude and appreciation for such investment of his life. Thank you, Tim Solomon.

Presented to the City of Franklin Common Council this 2nd Day of April, 2013.

Thomas M. Taylor, Mayor

BLANK PAGE

B.2.c.

PROCLAMATION

TO DESIGNATE APRIL 27, 2013 AS ARBOR DAY IN THE CITY OF FRANKLIN

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, the holiday now known as Arbor Day is celebrated world wide, and

WHEREAS, the City of Franklin Environmental Commission, and the people of Franklin, Wisconsin have observed Arbor Day since 1999, and

WHEREAS, trees reduce erosion, purify our air and water and provide habitat for wild life, provide a source of spiritual renewal; and

WHEREAS, trees increase our property values, enhance our economic vitality, and beautify our community.

NOW, THEREFORE, I, THOMAS M. TAYLOR, Mayor of the City of Franklin, Wisconsin proclaim:

APRIL 27, 2013 AS ARBOR DAY IN THE CITY OF FRANKLIN

and urge all citizens of the City of Franklin to protect our trees and woodlands and to gladden their hearts by planting trees.

Dated: April 2, 2013

Signed:

Thomas M. Taylor, Mayor

BLANK PAGE

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MARCH 19, 2013
MINUTES

- | | | |
|--|--------|---|
| ROLL CALL | A. | The regular meeting of the Common Council was held on March 19, 2013 and called to order at 6:30 p.m. by Mayor Tom Taylor in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Aldermen Tim Solomon, Kristen Wilhelm, Steve Taylor, Doug Schmidt, and Ken Skowronski. Excused was Alderman Olson. Also present were City Engineer John M. Bennett, Director of Administration Mark Lubberda, City Attorney Jesse Wesolowski and City Clerk Sandi Wesolowski. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:31 p.m. and closed at 6:40 p.m. |
| CERTIFICATE OF RECOGNITION | B.2.a. | Mayor Taylor presented a Certificate of Recognition to Inspector Gaylord M. Hahn for his 40 years of service with the City of Franklin Police Department. |
| NATIONAL REGISTER OF HISTORICAL PLACES | B.2.b. | Mayor Taylor noted the Notice of Entry from the Wisconsin Historical Society pertaining to Root River Parkway in the National Register and/or State Register of Historical Places. |
| EAGLE SCOUT PROJECT PROPOSAL | B.2.c. | Mayor Taylor noted the Eagle Scout Project proposal to build two elevated gardens at the Franklin Public Library by Austin Hamlin. |
| WIS 241 RECONSTRUCTION | B.2.d. | Mayor Taylor provided an update on the Wisconsin Department of Transportation WIS 241 (S. 27th Street) Construction Project. |
| APPROVAL OF MINUTES-3/5/13 | C.1. | Alderman Taylor moved to approve the minutes of the regular meeting of March 5, 2013. Seconded by Alderman Skowronski. All voted Aye; motion carried. |
| APPOINTMENTS | E.1. | Alderman Skowronski moved to approve the Mayoral appointment of Gene Ninnemann as Weed Commissioner/Cutting Services (rate of \$80 per hour). Seconded by Alderman Schmidt. On roll call, all voted Aye; motion carried. |
| | E.2. | Alderman Skowronski moved to approve the Mayoral appointment of Charles Porter to the Board of Public Works, term expires 4/30/2013. Seconded by Alderman Schmidt. On roll call, all voted Aye; motion carried. |
| | E.3. | Alderman Taylor moved to approve the Mayoral appointment of Randy Grass to the Civic Celebrations Commission, term expires 7/01/2015. Seconded by Alderman Solomon. On roll call, all voted Aye; motion carried. |

- | | | |
|---|------|--|
| STORMWATER
MANAGEMENT BY WIS
DEPT. OF
TRANSPORTATION | F.1. | Mayor Taylor noted a letter from Dewayne J Johnson, Director, Southeast Region Division of Transportation System Development, regarding the Intergovernmental Cooperation Council of Milwaukee County resolution that urges Wisconsin Department of Transportation to effectively manage storm water impacts of its construction projects located within the Milwaukee Metropolitan Sewerage District planning area. |
| "HEALTHIEST
COMPANIES IN
AMERICA" AWARD | F.2. | Mayor Taylor noted a letter from Joseph A. O'Brien, President and CEO, Interactive Health congratulating the City of Franklin for winning the "Healthiest Companies in America" award. |
| MILW. CO. MENTAL
HEALTH COMPLEX | F.3. | Mayor Taylor noted a letter from Peggy A. Romo West, 12th District Milwaukee County Supervisor, regarding the Milwaukee County Mental Health Complex. |
| NATURAL RESOURCE
PROVISIONS FOR THE
ROCK SPORTS
COMPLEX, LLC | G.1. | Alderman Solomon moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of The Rock Sports Complex, LLC, for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Taylor. All voted Aye; motion carried. |
| PRAIRIE GRASS
PRESERVE-FIRST
AMENDMENT | G.2. | Alderman Skowronski moved to table to the Common Council meeting of April 2, 2013, the First Amendment to the Declaration of Restrictions for Prairie Grass Preserve (9200 West St. Martins Road) (Neumann Companies, Inc., Applicant). Seconded by Alderman Solomon. All voted Aye; motion carried. |
| RES. 2013-6873
SUPPORT OF A
COMPLETE STREETS
POLICY | G.3. | Alderman Solomon moved to adopt Resolution No. 2013-6873, A RESOLUTION SETTING FORTH THE CITY OF FRANKLIN'S SUPPORT OF A COMPLETE STREETS POLICY. Seconded by Alderman Schmidt. At 7:34 p.m. Mayor Tom Taylor passed the gavel to Council President Steve Taylor, who then chaired the meeting. The gavel was returned to Mayor Tom Taylor at 7:40 p.m. On the vote for the adoption of the resolution, all voted Aye; motion carried. |
| AGREEMENT FOR
REGISTERED
SANITARIAN SERVICES | G.4. | Alderman Taylor moved to approve the reimbursement hourly wage and 2013 wage and benefit increases for registered sanitarian services within the Intergovernmental Agreement with the City of Greenfield. Seconded by Alderman Skowronski. All voted Aye; motion carried. |

- MISCELLANEOUS SURPLUS EQUIPMENT G.5. Alderman Solomon moved to authorize the Public Works Superintendent to execute all necessary documents and contracts to sell miscellaneous surplus City of Franklin equipment on the Wisconsin Surplus website, www.wisconsinsurplus.com at the close of the auction. Seconded by Alderman Taylor. All voted Aye; motion carried.
- SURVEY RESULTS EXTENSION OF SEWER ON S. 76TH ST. G.6. Alderman Skowronski moved to direct staff to contact property owners who have not responded to the survey for the extension of sanitary sewer on S. 76th from a point 3,000 feet south of W. Ryan Road to a point 1,400 feet north of W. Ryan Road and on W. Ryan Road from a point 2,600 feet west of S. 76th Street to S. 76th Street, and report back to the Common Council. Seconded by Alderman Taylor. All voted Aye; motion carried.
- PRIVATE PROPERTY INFLOW AND INFILTRATION PROJECT G.7. Alderman Wilhelm moved to authorize the City Engineer to sign the temporary right-of-entry and temporary construction easement for the Private Property Inflow and Infiltration rehabilitation on S. 37th Place from W. Rawson Avenue to W. Madison Boulevard. Seconded by Alderman Taylor. All voted Aye; motion carried.
- RES. 2013-6874 AWARDING 2013 BITUMINOUS AND AGGREGATE MATERIAL G.8. Alderman Schmidt moved to adopt Resolution No. 2013-6874, A RESOLUTION AWARDING 2013 BITUMINOUS AND AGGREGATE MATERIAL CONTRACTS. Seconded by Alderman Taylor. All voted Aye; motion carried.
- WCMA 2013 WINTER CONFERENCE G.9. Alderman Taylor moved to receive and place on file an update on the Wisconsin City/County Management Association (WCMA) 2013 Winter Professional Development Conference. Seconded by Alderman Schmidt. Alderman Taylor withdrew his motion. Alderman Taylor then moved that the update on the Wisconsin City/County Management Association (WCMA) be received and placed on file, and further forwarded to the Chairs of the Community Development Authority and the Forward Franklin Economic Development Committee for determination to place on their respective agendas. Seconded by Alderman Wilhelm. All voted Aye; motion carried.
- EXTENSION OF W. MARQUETTE AVE-LAND ACQUISITION G.10. Alderman Wilhelm moved to approve the offering price for Parcel No. 1, located at 7501 S. 49th Street, for the acquisition of street right-of-way for the extension of W. Marquette Avenue from S. 49th Street to the west line at Pleasant View Elementary School site. Seconded by Alderman Taylor. All voted Aye; motion carried.

MISCELLANEOUS
LICENSES

H.1. Alderman Solomon moved to grant the following licenses:

Operator License to Raquel M. Zalewski, 3500 W. Southland Dr.;

Temporary Class B Beer & Wine and Soda to St. Martin of Tours Parish-Raffle, Auction, Dinner, Person in Charge: Diane Winkowski at 7963 S. 116th St. on 4/13/13 and Temporary Class B Beer & Wine and Entertainment and Amusement for talent show on 5/17, 5/18 and 5/19/2013. Seconded by Alderman Taylor. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I.1. Alderman Schmidt moved to approve net City vouchers in the range of Nos. 146456 through 146620 dated March 19, 2013 in the amount of \$5,160,375.17. Seconded by Alderman Skowronski. On roll call, all voted Aye. Motion carried.

Alderman Solomon moved to approve net payroll dated March 8, 2013 in the amount of \$326,628.42. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J. Alderman Taylor moved to adjourn the meeting at 7:57 p.m. Seconded by Alderman Schmidt. All voted Aye; motion carried.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/02/13</p>
<p>Reports and Recommendations</p>	<p>Donation from Franklin Lions Club Foundation in the amount of \$250 to the Fair Commission</p>	<p>ITEM NUMBER</p> <p><i>G.l.a.</i></p>

The City of Franklin Fair Commission has received a donation from Franklin Lions Club Foundation in the amount of \$250 to be used for the promotion of the St. Martin's Fair.

COUNCIL ACTION REQUESTED

Motion to accept the donation of \$250 from Franklin Lions Club Foundation to the Fair Commission to be used for the promotion of the St. Martin's Fair.

BLANK PAGE

<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 4/02/13</p>
---------------------------------------	--	--

<p>Reports and Recommendations</p>	<p>Donation from American Transmission Company in the amount of \$250 to the Department of Public Works</p>	<p>ITEM NUMBER <i>G. I. b.</i></p>
---	--	---

The City of Franklin Department of Public Works has received a donation from American Transmission Company in the amount of \$250 to be used for Arbor Day activities.

COUNCIL ACTION REQUESTED

Motion to accept the donation of \$250 from American Transmission Company to the Department of Public Works to be used for Arbor Day activities.



MAILING & STREET ADDRESS: 2489 RINDEN ROAD ■ COTTAGE GROVE, WI 53527-9598
PHONE: 608.877.7600 ■ TOLL FREE: 866.899.3204 ■ FAX: 608.877.8123 ■ www.atcllc.com

City of Franklin
Attn: Jerry Schaefer; Public Works Superintendent
7979 W. Ryan Road
Franklin, WI 53132

Enclosed is a sponsorship check from American Transmission Co. to assist with funding your Arbor Day activities.

Thank you for allowing American Transmission Co. to be part of your Arbor Day celebrations.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Waunell Trepanier". The signature is written in a cursive style.

Waunell Trepanier
608-843-6149

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/02/13
Reports and Recommendations	Donation from MAJ Donald Barrows (USA-Ret.) in the amount of \$500 to the Fire Department	ITEM NUMBER <i>1.G.a.</i>

The City of Franklin Fire Department has received a donation from Donald Barrows in the amount of \$500. The Department plans to use the donation towards the provision of fire education and prevention activities in the community.

COUNCIL ACTION REQUESTED

Motion to accept the donation of \$500 by Mr. Barrows on behalf of the Fire Department.

MAJ DONALD R. BARROWS,
USA-RET.

FOUNDING SPONSOR

FFDP

USE AS YOU SEE

*FIT. THANKS FOR
PICKING ME UP*

DMB



www.armyhistory.org

APPROVAL <i>Slur</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE April 2, 2013
REPORTS AND RECOMMENDATIONS	A Resolution in Recognition and in Appreciation of Chef Dennis J. Wegner and Kathleen R. Wegner and Wegner's St. Martins Inn (Ald. Olson)	ITEM NUMBER <i>G.2.</i>

Attached is a draft resolution.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution in Recognition and in Appreciation of Chef Dennis J. Wegner and Kathleen R. Wegner and Wegner's St. Martins Inn.

RESOLUTION NO. 2013- _____

A RESOLUTION IN RECOGNITION AND IN APPRECIATION OF
CHEF DENNIS J. WEGNER AND KATHLEEN R. WEGNER AND
WEGNER'S ST. MARTINS INN

WHEREAS, history tells us that the City of Franklin started with the establishment of a log cabin home and then a plat of land titled "Franklin Village", which later became the area known as St. Martins, before and then around the time of statehood of the State of Wisconsin, now getting close to two centuries ago; and

WHEREAS, St. Martins has been a place on Earth supporting homes, churches, schools (including Franklin's first high school) and businesses since that time; and

WHEREAS, in 1900, a building was constructed across the street from the first church in St. Martins, at the intersection of St. Martins Road and Church Street, which building replaced several large barns and a shed; the building had been used as an electric utility headquarters, a feed store, a general store, a grocery store, a tavern and a restaurant, and which building since 1997 is Wegner's St. Martins Inn; and

WHEREAS, Wegner's is a Five Star family owned and operated restaurant which serves incredible German and Italian specialties and draws people from well beyond the area, including from around the Globe when favored by residential, business and service industry residents by way of accompaniment to their favorite restaurant; and which in addition to those traditional Wisconsin fares, serves quality well beyond homemade at the end of the traditional work week on Fridays, rated by the late great Dennis Getto of the Milwaukee Journal Sentinel as: "[o]ne of the best fish fries you'll find in the state" (we note that The Badger State is also The Fish Fry State); and

WHEREAS, the large press outlets which regularly conduct restaurant reviews from year to year rank Wegner's among the top in the metropolitan area, bringing many welcome patron visitors to the City of Franklin; and

WHEREAS, Chef Dennis J. Wegner encountered his interest in cooking while working when he was in high school, at a Big Boy's restaurant; and he thereafter sought and obtained substantial schooling and apprenticeships taught and tutored by recognized chefs of cuisines from around the World, after which he also experienced over twenty years of cooking at one of the Milwaukee Metropolitan area's finest restaurants, the last five of which he was the Executive Head Chef; so, that now, with another more than fifteen years experience as the Chef at Wegner's St. Martins Inn, after a total of 40 years of experience and service, he is the Big Boy amongst them all; we are proud to have him here; and

WHEREAS, St. Martins Inn is a family operated business, and the Chef's Bride and restaurant Hostess Kathleen sets the table for those attending, and is a large part of why St. Martins turns into a metro area with all the people arriving at lunch and dinner time, and for why when they are walking out are often overheard and evidencing their recognition of the class and top quality of service they received by their contented and jovial conversation; and

WHEREAS, while history reminds us of the many good people and life experiences occurring over the many years and through current in St. Martins, now is the time to recognize one of those pinnacle achievements in life as has occurred through the hard work, care, concern and expertise of Dennis J. and Kathleen R. Wegner.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Wegner's St. Martins Inn and Dennis J. Wegner and Kathleen R. Wegner are hereby recognized for their highest level of achievement in the restaurant industry and their service provided to the Community.

BE IT FURTHER RESOLVED, that Saturday, June 1, 2013, is hereby declared "Wegner's Day" in the City of Franklin.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to deliver a copy of this Resolution to Wegner's St. Martins Inn and Dennis J. Wegner and Kathleen R. Wegner, with the communication that the Common Council thanks them for their beneficial quality of life addition to the history of St. Martins and that the City of Franklin is very proud of them.

Introduced by _____ and _____ at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

BLANK PAGE

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/02/13
REPORTS & RECOMMENDATIONS	ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT TO CREATE SECTION 15-3.0201E., R-1E COUNTRYSIDE/ESTATE SINGLE-FAMILY MULTIPLE RESIDENCE UPON A SINGLE LOT ESTATE DISTRICT AND TABLE 15-3.0201E. (OR SUCH OTHER SECTION[S] AND/OR TABLES[S] AS MAY BE DETERMINED), TO ALLOW FOR MORE THAN ONE SINGLE-FAMILY RESIDENCE STRUCTURE UPON A SINGLE LOT ESTATE, TOGETHER WITH OTHER PERMITTED, SPECIAL AND ACCESSORY USES COMPATIBLE WITH A MORE THAN ONE SINGLE-FAMILY RESIDENCE STRUCTURE UPON A SINGLE LOT ESTATE USE (JOSEPH R. HASELOW AND DAWN M. BOLAND, APPLICANTS)	ITEM NUMBER <i>G.3.</i>

At their meeting on March 21, 2013, the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance text to create Section 15-3.0201E., R-1E Countryside/Estate Single-Family Multiple Residence Upon A Single Lot Estate District and Table 15-3.0201E. (or such other section[s] and/or tables[s] as may be determined), to allow for more than one single-family residence structure upon a single lot estate, together with other permitted, special and accessory uses compatible with a more than one single-family residence structure upon a single lot estate use (Joseph R. Haselow and Dawn M. Boland, Applicants).

The Plan Commission motion included the following:

- Specified lighting hours of 6:00 a.m. to 9:00 p.m.
- Requested that staff review and provide to Council setback calculations for buildings based on size and height.
- That the district not require public sewer and water if it is not available; however, include a provision that future development and the right to participate in a sewer survey be waived.
- Requested staff review of the functional family unit definition and its applicability to the R-1E District.
- The ordinance is subject to technical corrections by staff.

Planning staff and the City Attorney revised that attached ordinance accordingly. Additional materials provided by the applicant can be found in the following

Rezoning item for property located at 9140 South 51st Street.

COUNCIL ACTION

A motion to adopt Ordinance No. 2013-_____ to amend the Unified Development Ordinance text to create Section 15-3.0201E., R-1E Countryside/Estate Single-Family Multiple Residence Upon A Single Lot Estate District and Table 15-3.0201E. (or such other section[s] and/or tables[s] as may be determined), to allow for more than one single-family residence structure upon a single lot estate, together with other permitted, special and accessory uses compatible with a more than one single-family residence structure upon a single lot estate use (Joseph R. Haselow and Dawn M. Boland, Applicants).

ORDINANCE NO. 2013-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE TEXT TO CREATE SECTION 15-3.0201E., R-1E
COUNTRYSIDE/ESTATE SINGLE-FAMILY MULTIPLE RESIDENCE UPON A
SINGLE LOT ESTATE DISTRICT AND TABLE 15-3.0201E. (OR SUCH OTHER
SECTION[S] AND/OR TABLES[S] AS MAY BE DETERMINED), TO ALLOW FOR
MORE THAN ONE SINGLE-FAMILY RESIDENCE STRUCTURE UPON A SINGLE
LOT ESTATE, TOGETHER WITH OTHER PERMITTED, SPECIAL AND ACCESSORY
USES COMPATIBLE WITH A MORE THAN ONE SINGLE-FAMILY RESIDENCE
STRUCTURE UPON A SINGLE LOT ESTATE USE
(JOSEPH R. HASELOW AND DAWN M. BOLAND, APPLICANTS)

WHEREAS, Joseph R. Haselow and Dawn M. Boland having applied for a text amendment to create Section 15-3.0201E. and Table 15-3.0201E. of the Unified Development Ordinance so as to allow for more than one principal single-family residence structure upon a single lot estate, together with other Permitted, Special and Accessory Uses compatible with a more than one principal single-family residence structure upon a single lot estate Use; and

WHEREAS, the Plan Commission having reviewed the proposed amendment to allow for more than one principal single-family residence structure upon a single lot estate, together with other Permitted, Special and Accessory Uses compatible with a more than one principal single-family residence structure upon a single lot estate Use within the City of Franklin, and having held a public hearing on the proposal on the 21st day of March, 2013 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0201E. and Table 15-3.0201E. of the Unified Development Ordinance of the City of Franklin, Wisconsin, are hereby created to read as follows:

**SECTION 15-3.0201E. R-1E COUNTRYSIDE/ESTATE SINGLE-FAMILY
MULTIPLE RESIDENCE UPON A SINGLE LOT
ESTATE DISTRICT**

A. **District Intent.** The R-1E District is intended to:

1. Provide for EXECUTIVE type developments to allow for multiple attached and detached dwelling units with larger lot sizes, and moderate building, bulk and setback requirements to allow for accessory uses such as guest homes, caretaker quarters, family care providers and multi-generational living options, while providing adequate buffers for adjacent lower density residential developments.
2. No additional dwelling structure or an accessory structure shall be permitted upon a lot until an occupancy permit has been issued for a principal structure meeting the requirements of Table 15-3.0201E.
3. Dwelling units shall not be for rent, for multiple occupancy developments or uses found under SIC Code No. 7011 Hotels and Motels. Additional dwelling units shall be utilized by permitted uses or members of the functional family unit.
4. The Plan Commission may consider more than two (2) principal building per lot where more than two (2) principal buildings are needed for the orderly development of the parcel. When additional structures are permitted, the Plan Commission may impose additional yard requirements, floor area ratio limitations, residential density requirements, land use intensity requirements, landscaping requirements, or parking requirements, or may require a minimum separation distance between principal buildings.
5. The owner of any building used for human habitation, when such building is located on premises adjacent to a portion of the sanitary sewer system of the City, shall, when so ordered by the Plumbing Inspector, City Board of Health or Common Council, connect with such sanitary sewer system within 1 year after receipt of written notice to do so, which notice may be served by certified or registered mail addressed to the owner at the address to which the last statement for general taxes was sent, which service shall be complete upon mailing. Notwithstanding any provision of this Code requiring connection to public sanitary sewer where such sewer is adjacent or available or the like, to premises, where the closest point of the structure to be connected is more than 400 feet from the public sanitary sewer main, such structure is not required to be connected, provided, that if the structure is otherwise required to be served by a sanitary sewer system, the structure is served by a private on-site waste treatment system which meets all applicable laws and codes, or a replacement private onsite waste treatment system which meets all applicable laws and codes is installed by the property owner within the time otherwise required by this Code for the connection of such structure to public sanitary sewer service. And further, that the subject property owner waives their right to participate in

a sewer or water survey should such survey affecting any such zoned lands occur. [language subject to further staff technical corrections]

6. Multiple dwelling units located on a single lot shall be positioned to be harmonious to one another for the orderly development of the parcel and compatible with adjacent land uses. All structures shall consist of high quality building materials and architectural design.
7. Be used in conjunction with and adjacent to other single-family residences districts, especially for development of infill lots and/or lots containing a significant amount of protected natural resource features. May also be used as a transitional district to other higher intensity multi—family residential use districts as greater setbacks are required.

B. District Standards. The R-1E District is further intended to have the development standards as set forth in Table 15-3.0201E.

- a. All dwelling structures shall meet the following minimum setbacks (The total height of the structure is measured from grade to the highest point of the structure. In instances where there is a slope in grade height is measured from the lowest point of the slope):
 - i. Minimum Front Yard: 40 feet or no closer than a distance equal to its height, whichever is greater.
 - ii. Minimum Corner Side Yard: 30 feet or no closer than a distance equal to its height, whichever is greater.
 - iii. Minimum Side Yard: 20 feet or no closer than a distance equal to its height, whichever is greater.
 - iv. Minimum Rear Yard: 20 feet or no closer than a distance equal to its height, whichever is greater.

C. Permitted Uses. See Section 15-3.0602 of this Ordinance in addition to the uses listed below.

- a. Up to two (2) dwelling units (attached or detached)
- b. One of the following uses permitted within the second principal dwelling structure
 - i. Guest house with kitchen facilities
 - ii. Servant's living quarters
 - iii. Property caretaker's living quarters
 - iv. Family care provider's living quarters, including family medical care and childcare
- c. Accessory structures per E. below

D. Special Uses. See Section 15-3.0602, 15-3.0700 and 15-3.0702 of this Ordinance in addition to the uses listed below.

- a. More than two (2) dwelling units (attached or detached)
- b. Housing for farm laborers

- E. Accessory Uses and Standards.** Accessory uses and structures shall be regulated by Division 15-3.0800, except as otherwise stated below.
- a. Permitted Accessory Uses:
 - i. Uses described in Section 15-3.0801 and definition found in Part 11 of this Ordinance.
 - ii. Lighted Recreational Courts. Light poles utilized for recreational lighting shall not exceed 20-feet in height from grade and shall be shut off between 9:00 p.m. and 6:00 a.m. All other standards of Division 15-5.0400 shall be met.
 - b. Accessory structures shall not exceed 5,000 square feet.
 - c. Accessory structures shall not exceed 50 feet in height.
 - d. Accessory structures shall meet the following setbacks (The total height of the structure is measured from grade to the highest point of the structure. In instances where there is a slope in grade height is measured from the lowest point of the slope):
 - i. Accessory structures not exceeding one hundred fifty (150) square feet and 15 feet in height shall be setback at least five (5) feet from the side or rear lot lines.
 - ii. Accessory structures exceeding one hundred fifty (150) square feet or fifteen (15) feet in height shall be located no closer than a distance equal to its height to the side or rear lot lines; however, in no case shall an accessory structure over one hundred fifty (150) square feet be closer to ten (10) feet to a side or rear lot line.
 - e. Location: No part of an accessory structure shall be located in a front yard, corner side yard, or any rear yard abutting a street on a corner lot. For a rear yard abutting a street on a corner lot, the setback shall be the required corner side setback of the zoning district. Where the front of a principal structure on a double frontage lot faces a street other than an arterial street and the principal structure is not on a corner lot, an accessory use or structure may be placed in the yard facing the arterial street provided that all zoning district front and side yard setbacks from the arterial street lot line are met.
 - f. Fences shall be allowed to locate property lines in all yards. Fences shall not exceed 7-feet in height and shall meet all other requirements of Section 15-3.0802E. of the UDO.
 - g. Fences surrounding recreational facilities shall not exceed 20-feet in height.

Table 15-3.0201E.

**R-1E COUNTRYSIDE/ESTATE SINGLE-FAMILY MULTIPLE PRINCIPAL
RESIDENCE UPON A SINGLE LOT ESTATE DISTRICT**

Type of Standard	Principal Detached D.U.s	Second Detached D.U.	Special Use Option for additional dwelling structures
Minimum Open Space Ratio and Maximum Density			
Open Space Ratio (OSR)	0.00	N/A	N/A
Gross Density (GD)	0.435	N/A	N/A
Net Density (ND)	0.435	N/A	N/A
Lot Dimensional Requirements			
Minimum Lot Area (s.f.)	217,800	N/A	N/A
Minimum Lot Width at Setback Line (feet)	250	N/A	N/A
Minimum Shore Buffer (feet)	75	75	75
Minimum Wetland Buffer (feet)	30	30	30
Minimum Wetland Setback (feet)	50	50	50
Maximum Lot Coverage (maximum percent of lot area)	0.15	N/A	N/A
Minimum Total Living Area per Dwelling Unit (D.U.)			
1-Story D.U. 3 Bedrooms	3,000 s.f.	1,200 s.f.	1,200 s.f.
1-Story D.U. >3 Bedrooms	150 s.f. (a)	150 s.f. (a)	150 s.f. (a)
1-Story D.U. if Basement is < 600 Square Feet	250 s.f. (b)	250 s.f. (b)	250 s.f. (b)
Multi-Story D.U. 3 Bedrooms	3,000 s.f. – total & 2,000 s.f. – 1st floor	1,200 s.f. – total & 600 s.f. – 1st floor	1,200 s.f. – total & 600 s.f. – 1st floor
Multi-Story D.U. >3 Bedrooms	150 s.f. (a)	150 s.f. (a)	150 s.f. (a)
Multi-Story D.U. if Basement is < 600 Square Feet	250 s.f. (b)	250 s.f. (b)	250 s.f. (b)
Maximum Building Height			
Principal Structure (stories/ft.)	4.5/50	4.5/50	4.5/50

N/A = NOT APPLICABLE

- (a) Add to minimum required building floor area for each bedroom in excess of three (3).
- (b) Add to minimum required first floor area for each D.U. which has a basement less than 600 s.f.
- (c) Plus one (1) additional foot for each two (2) feet over thirty-five (35) feet of building height.
- (d) Plus five (5) additional feet for each additional story above two (2) stories of building height.
- (e) See Section 15-5.0108 for increased setback requirements along arterial streets and highways.

SECTION 2: §15-2.0206 of the Unified Development Ordinance of the City of Franklin, Wisconsin, be and the same is hereby amended as follows: the first sentence only: delete: “and” as it appears immediately before “only”; add the following to and at the end of the first sentence immediately after the term “districts”: “and only two (2) principal buildings in the R-1E District”; add the following as a new second sentence: “The Plan Commission may permit more than two (2) principal buildings in the R-1E District, subject to the issuance of a Special Use Permit for such purpose.”

- SECTION 3: §15-3.0602 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: insert "R-1E," immediately after "R-1,".
- SECTION 4: Table 15-3.0602 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: add a column entitled "R-1E", and in such column insert "P" (Permitted Use) for each of the following types of use: One-family detached dwellings, Home Occupations, Foster family home (a), Community living arrangement (serving 8 or fewer persons) (a), Accessory uses (see Section 15-2.0206 & Division 15-3.0800), Required off-street parking (see Division 15-5.0200), Private boathouses (with no living quarters), Private stable (for use by residents of the zoning lot & guests), Essential Services, and Functional family unit; and in such column insert "S" (Special Use) for each of the following types of use: Lands and buildings used for agricultural purposes, Housing for farm laborers, Community living arrangement (serving 9 or more persons (a), Ch. 980 Stats. Supervised release and crimes against children sex offender use, Second single-family D.U. (to carry on permitted farm use, with min. A-1 Dist. lot size & setbacks).
- SECTION 5: §§15-3.0702B. and 15-5.0202G.1. of the Unified Development Ordinance of the City of Franklin, Wisconsin, are hereby amended as follows: insert "R-1E," immediately after "R-1".
- SECTION 6: §§15-3.0802F., 15-5.0202C.2., 3. and 8., 15-5.0202G.2., 15-5.0301B.1., 15-9.0102A. and to the definition of "Functional Family Unit" only in 15-11.0103 [definition subject to further staff technical corrections], and Tables 15-5.0401(A), (B) and (C) of the Unified Development Ordinance of the City of Franklin, Wisconsin, are hereby amended as follows: insert "R-1E," immediately after "R-1,".
- SECTION 7: §15-11.0103 of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended as follows: delete "Such quarters shall have no kitchen facilities nor be rented or otherwise used as a separate dwelling." from the definition of "Guest House".
- SECTION 8: 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 9: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 10: 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 _____, 2013, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

 **CITY OF FRANKLIN** 

REPORT TO THE PLAN COMMISSION

Meeting of March 21, 2013

**Unified Development Ordinance Text Amendment and
Rezoning**

RECOMMENDATION: City Development Staff recommends approval of the proposed Unified Development Ordinance Text Amendment and Rezoning, subject to the conditions of approval in the attached draft ordinances.

Project Name: Haselow UDO TA & Rezoning

Project Address: 9140 South 51st Street

Applicant: Joseph R. Haselow and Dawn M. Boland

Owners (property): Ponath, Keith F Revocable Trust and Scott-Ponath, Sally Revocable Trust

Current Zoning: R-3 Suburban/Estate Single-Family Residence District

2025 Comprehensive Master Plan: Areas of Natural Resource Features and Residential

Use of Surrounding Properties: Single-family to the north, south and east and vacant R-8 Multiple-Family Residence District zoned property to the west

Applicant Action Requested: Recommendation of approval for the proposed Unified Development Ordinance Text Amendment and Rezoning of property located at 9140 S. 51st Street.

INTRODUCTION:

Please note:

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

On January 30, 2013, the applicant submitted a Concept Review to the Department of City Development for a proposed residential estate type development on the property located at 9140 S. 51st Street. In its report on this proposal, staff identified a number of zoning related alternatives which could potentially be pursued to accomplish the applicant's stated goals, and noted that each alternative appeared to have various pro's and con's associated with it (further information about these alternatives is provided in the next section of this report). Therefore, staff did not recommend a specific course of action but rather suggested that further review and consideration of this matter be undertaken.

At its February 5, 2013 meeting, the Common Council reviewed the applicant's proposal and generally indicated support of the proposed development, their preference for the creation of a new zoning district to accommodate such a type of development, and rezoning of the subject property to that new zoning district.

On February 18, 2013 and March 4, 2013, the applicant submitted a Unified Development Text Amendment and Rezoning Application, respectively. The applications request creation of a new single-family zoning district to allow multiple dwellings on a single lot and to rezone property located at 9140 South 51st Street to the newly created zoning district.

BACKGROUND INFORMATION:

The 11.55-acre property at 9140 South 51st Street is currently zoned R-3 Suburban/Estate Single-Family Residence District. The property presently contains a principal dwelling structure, a guest home, and multiple accessory buildings.

The applicant has provided preliminary plans illustrating a principal dwelling structure, guesthouse, multiple accessory structures, an outdoor recreation court, in-ground swimming pool including an enclosure, and walking and biking paths.

Department of City Development Staff has identified several issues with the preliminary site plan presented by the applicant pursuant to the current rules and regulations of the City.

1. Only one dwelling structure is allowed per Section 15-2.0206 of the UDO; therefore, a proposed new or the existing guesthouse is prohibited in the R-3 District. If the home is a legal non-conforming, which needs to be verified, the guesthouse is subject to the provisions of Division 15-3.1000 of the UDO and certain very restrictive limits on repairs and alterations.
2. The accessory structures exceed UDO standards in terms of height and size.
3. Several buildings are likely located within City of Franklin protected natural resource areas, such as mature and young woodlands. Part 4 of the UDO allows disturbance of 30% of mature woodlands and 50% of young woodlands. Staff is not aware if the preliminary site plan options would exceed these limits.

The property also contains wetlands; however, all buildings appear to be located outside the protected 30-foot wetland buffer and 50-foot wetland setback.

4. Several buildings are shown within a Southeastern Wisconsin Regional Planning Commission (SEWRPC) Isolated Natural Resource Area.
5. The existing structures are not connected to public sewer and water facilities. Staff is not aware of the condition of the existing onsite septic system.

Public sewer and water facilities are available and are required for new developments in most residential zoning districts (including the subject R-3 district). The applicant has indicated potentially wanting to hook up to public sewer and water facilities.

6. The proposed gate and fence are not allowed within the front yard and would be limited to 6-feet in height in other portions of the property. Only decorative fences are allowed within front yards.

Department of City Development staff presented the following alternatives during the Concept Review that could potentially accomplish the applicant's stated goals.

1. Unified Development Ordinance Text Amendment to Establish a New Residential Zoning District
2. Rezone to Planned Development District R-8 Multiple-Family Residence District
3. A UDO Text Amendment to change the definition of Guest House to accommodate the proposed development and to allow it as a permitted or special use in the R-3 zoning district.
4. A UDO Text Amendment to allow multiple dwelling units within the R-3 zoning district as a permitted or special use.
5. Rezone the property to R-8 Multiple-family Residence District
6. A Certified Survey Map to allow division of the subject property into at least two separate parcels, one for each anticipated dwelling unit.

After the Common Council considered the Concept Review for the proposed development at their February 5, 2013 meeting, the applicant decided to submit an application to create a new zoning district and an application to rezone the property located at 9140 South 51st Street to the proposed new zoning district.

PROJECT DESCRIPTION AND ANALYSIS:

Although staff supports creation of a new zoning district designed to accommodate a large lot/multiple dwelling/executive-type of residential development as envisioned by the applicant, staff has concerns with some of the detailed standards of the proposed district as submitted by the applicant. Therefore, staff has prepared a table highlighting the differences between the applicant's request and staff's proposal. It is important to note that the draft ordinance includes the changes recommended (but not suggested) by staff. Should the Plan Commission concur with the applicant on any of these standards, or concur with staff on any further suggested changes, appropriate revisions to the draft ordinance would be necessary.

In regard to the difference between the applicant's and staff's proposed standards, staff's recommendation would be to align the district more closely with the other sections of the UDO, such as building setbacks and accessory structure standards.

It is important to note that adoption of the draft Ordinance as is would require that the applicant obtain a number of Special Use approvals in conjunction with their rezoning in order to proceed with their proposed development (see the next section of this staff report).

Unified Development Ordinance Text Amendment:

The R-1E District allows for multiple dwellings on a single lot and secondary uses such as multi-generational living options, guest homes, family care providers or servant/caretaker's living quarters. The intent is to allow multiple dwelling structures on larger lots (minimum of 5-acres) with moderate building, bulk and setback requirements. The proposed district also requires public sewer and water facilities. The zoning district does not allow rental or multi-family housing developments.

The R-1E District permits up to two (2) dwelling units. The dwelling units may be attached or detached. More specifically, either a principal dwelling with an attached dwelling unit, or a principal dwelling unit with a second detached dwelling, would be allowed. A special use would be required for more than two (2) dwelling units. For instance, a proposal for a principal dwelling with an attached mother-in-law suite and a detached guest home would only be allowed with Special Use approval. Please note that a principal dwelling unit meeting the size requirements per Table 15-3.0201E is required prior to approval of any other dwelling units or accessory structures.

Staff has also included necessary amendments to the UDO to place the R-1E zoning district in relevant areas of the UDO, where residential districts are referenced, such as the residential use table and landscaping and lighting standards. Below is a summary of all proposed text amendments.

- Modify **Section 15-2.0206** to allow R-1E to permit up to two buildings and the Plan Commission may approve additional buildings.
- Add **Section 15-3.0201E** and **Table 15-3.0201E** (see attached)
- Add R-1E to **Section 15-3.0602** and modify **Table 15-3.0602** to add a column for R-1E with the Permitted and Special Uses below
 - Permitted Uses
 - One-family detached dwellings
 - Home Occupations
 - Foster family home (a)
 - Community living arrangement (serving 8 or fewer persons) (a)
 - Accessory uses (see Section 15-2.0206 & Division 15-3.0800)
 - Required off-street parking (see Division 15-5.0200)
 - Private boathouses (with no living quarters)
 - Private stable (for use by residents of the zoning lot & guests)
 - Housing for farm laborers
 - Essential Services

- Functional family unit
 - Special Uses
 - Lands and buildings used for agricultural purposes
 - Community living arrangement (serving 9 or more persons (a))
 - Ch. 980 Stats. Supervised release and crimes against children sex offender use
 - Second single-family D.U. (to carry on permitted farm use, with min. A-1 Dist. lot size & setbacks)
- Add R-1E to *Section 15-3.0702B*, Private Stables.
 - Add R-1E to *Section 15-3.0802F*, Home Occupations and Home Offices.
 - Add R-1E to *Section 15-5.0202C*, Minimum Required Parking Lot Setbacks and Screening/Landscaping.
 - Add R-1E to *Section 15-5.0202G*, Parking of Trucks and Equipment.
 - Add R-1E to *Section 15-5.0301B.1.*, Exemptions and Modifications.
 - Add R-1E (after R-1) in *Tables 15-5.0401(A), 15-5.0401(B), 15-5.0401(C)*
 - Add R-1E to *Section 15-9.0102A.*, Applications for Zoning Compliance Permit.
 - Add R-1E to the *Functional Family Unit* definition in Part 11 of the UDO
 - Modify the *Guest House* definition in Part 11 of the UDO as follows:

Guest House. Living quarters within a detached accessory building located on the same premises with the principal building for use by temporary guests of the occupants of the premises. ~~*Such quarters shall have no kitchen facilities nor be rented or otherwise used as a separate dwelling.*~~

Rezoning:

As set forth in the draft ordinances, staff has no objections to the proposed rezoning of the property located at 9140 South 51st Street, and notes that it is consistent with a preponderance of applicable principles, goals, objectives, policies and standards set forth in the City of Franklin 2025 Comprehensive Master Plan.

However, should the building setbacks be reduced, or the accessory structure size limits be increased, from those currently set forth in the proposed new R-1E residential zoning district, staff would have concerns about potential adverse impacts from the intrusion of large structures close to the much smaller adjacent residential lots.

STAFF CONCERNS:

Staff has several concerns about the requested zoning district, which are outlined below. Proposed solutions to those issues of greater concern to staff are set forth as recommendations and are reflected in the draft Ordinance. Those issues of lesser concern are set forth as suggestions and have not been incorporated into the draft Ordinance. A table identifying the different standards proposed by the applicant is provided below.

Summary of differences in draft ordinance and applicant requested standards

R-1E District Standard	Staff's Recommendation (reflected in draft ord.)	Applicant's Request (not in draft ord.)
Accessory Structure Maximum Size	1,200 square feet (Special Use required to exceed size)	5,000 square feet
Accessory Structure Maximum Height	30 feet (Special Use required to exceed height)	50 feet
Front Yard Setback for principal dwelling	150 feet	40 feet
Side Yard Setback for principal dwelling	40 feet	10 feet
Corner Side Yard Setback for principal dwelling	100 feet	30 feet
Rear Yard Setback for principal dwelling	60 feet	30 feet
Front Yard Setback for additional dwellings	150 feet	40 feet
Side Yard Setback for additional dwellings	30 feet	10 feet
Corner Side Yard Setback for additional dwellings	75 feet	30 feet
Rear Yard Setback for additional dwellings	30 feet	30 feet
Minimum Living Area (principal dwelling) – 1-Story D.U. 3 Bedrooms	3,000 square feet	2,500 square feet
Minimum Living Area (additional dwellings) – 1-Story D.U. 3 Bedrooms	1,200 square feet	800 square feet
Minimum Living Area (principal dwelling) – Multi-Story D.U. 3 Bedrooms	2,000 square feet – 1 st floor	1,500 square feet 1 st floor
Minimum Living Area (principal dwelling) – Multi-Story > 3 Bedrooms	150 square feet	100 square feet
Minimum Living Area (additional dwellings) – Multi-Story > 3 Bedrooms	150 square feet	100 square feet
Principal Dwelling Height	3.5/40 feet	4.5/50 feet

- Dwelling and Accessory structure standards:

Staff is recommending greater setbacks for all dwelling units than proposed by the applicant. Because an R-1E lot is likely to abut another smaller, single dwelling structure residential lot, the allowance for multiple buildings will have more of an impact on adjacent properties unless greater setbacks are required. The larger lot size required by the R-1E District should also help reduce any potential adverse impacts upon adjacent lots.

Staff suggests that the “Accessory Uses and Standards” section be removed entirely and accessory structures located in the R-1E District be required to follow the same standards all residential accessory structures must follow. This would require the applicant to obtain a variance for any accessory structures that do not meet the requirements of Division 15-3.0800 of the UDO.

The applicant is proposing accessory structures up to 5,000 square feet in size and 50 feet in height with a minimum setback of 10 feet. Staff believes an accessory structure of that size and height will have an adverse impact on adjacent properties, especially if it is not significantly setback from the property line. Staff is recommending substantially greater setbacks to lessen this concern.

Staff suggests fences meet the same requirements as all other residential districts. The applicant is proposing to allow fences within a front yard and to allow fences up to 7-feet in height or 20-feet in height if the fence is enclosing an outdoor recreation court.

- Fiscal Impact:

Staff suggests that a fiscal analysis of the impact of this proposed zoning district upon the City’s efforts to achieve the 70/30 goal be undertaken. If approved, 5-acre lot subdivisions or 5-acre lot Certified Survey Maps could potentially occur which would significantly diminish the amount of land in an area that could otherwise provide for more rooftops and commercial development, which is needed to achieve the City’s 70/30 goal as expressed in the 2025 Comprehensive Master Plan.

- Enforcement Issues:

Although the district’s intent is clear in that structures may not be rented, staff believes it may be difficult to regulate and enforce dwelling units that are utilized for uses not allowed per the R-1E District. It will be difficult for staff to verify if a person occupying a guest home is not simply renting out the additional dwelling unit.

- Natural Resource Protection:

The subject site contains woodlands, wetlands, and an Isolated Natural Resource Area, and conceptual plans have shown buildings and paths potentially impacting these

protected resource areas. Therefore, Staff recommends completion of a Natural Resource Protection Plan prior to issuance of a Building Permit.

COMPREHENSIVE MASTER PLAN CONSISTENCY:

- *Consistent with, as defined by Wisconsin State Statute, means “furthers or does not contradict the objectives, goals, and policies contained in the comprehensive plan.”*

Planning Staff has identified many elements of consistency between the intent of the proposed new zoning district (and the subject rezoning) and the guiding principles, goals, objectives, policies, and standards of the City of Franklin 2025 Comprehensive Master Plan (CMP). These include:

- **Vision Statement.** The City’s Vision Statement is to enhance the quality of life by providing economic growth through high quality residential, recreational and business development.
 - The proposed district intent specifically states that “Multiple dwelling units located on a single lot shall be positioned to be harmonious to one another for” and “All structures shall consist of high quality building materials and architectural design.”
- **Mission Statement.** The City’s Mission Statement notes “The future of Franklin is founded on quality development...while continuing to develop and maintain quality residential areas that provide a wide range of housing opportunities to support the needs of working professionals, seniors and families.”
 - The proposed district intent specifically states, “Provide for Executive type developments...to allow for accessory uses such as guest homes, caretaker quarters, family care providers, and multi-generational living options”.
- **Balanced Development.** One of the principles of the CMP is to permit growth while protecting the natural resource features and high-quality suburban character that currently exists.
 - The proposed district intent states “Be used in conjunction with and adjacent to other single-family residence districts, especially for development of infill lots and/or lots containing a significant amount of protected natural resource features. May also be used as a transitional district to other higher intensity multi-family residential use districts.”
- **Agricultural, Natural and Cultural Resources Principle.** This principle encourages the preservation of the rural/suburban character while at the same time encouraging growth and development.
 - The proposed district standards allow agricultural uses, housing, and structures as a Special Use.
- **Other principles, goals, objectives, policies, and/or standards that the subject zoning district (and subject rezoning) are consistent with include:**
 - High Quality Development Principle.
 - Land Use Principle.
 - Housing Principle.

- Preserve and enhance the City's community character...while directing growth and development (goal).
- Ensure compatibility with adjacent land uses (goal).
- Encourage infill residential development in appropriate areas that are currently adjacent to residential uses (objective).
- Provide adequate location and choice of housing and a variety of housing types for varying age and income groups for different size households (objective).

Planning Staff has identified the following inconsistencies between the proposed new zoning district (and the subject rezoning) and the Comprehensive Master Plan:

- 70/30 Goal. Chapter 2 of the CMP recommends that the City strive to achieve a balance of 70 percent residential to 30 percent commercial assessed valuation to help lower the City's tax rate and to help achieve the Balanced Development Principle. Chapter 4 specifically includes the 70/30 Goal as part of the City's economic development efforts.
 - The subject request is not consistent with the 70/30 Goal as it could result in a significant diminishment of those areas identified for non-residential uses that are needed to achieve the 30 percent commercial assessed valuation, and in turn, help lower the City's tax base and achieve balanced development.
- Other principles, goals, objectives, policies, and/or standards for which the subject request is not fully consistent include:
 - Decrease homeowners tax burden through quality non-residential development (goal).
 - Encourage land uses, densities, and regulations that promote efficient development patterns and relatively low municipal and utility costs (goal).

Based upon the information provided by the applicant for the subject Unified Development Ordinance Text Amendment and rezoning, and the information noted in this report, it is staff's professional opinion that the proposed zoning district and rezoning would generally be consistent with a preponderance of the principles, goals, objectives, and policies set forth in the Comprehensive Master Plan.

STAFF RECOMMENDATION:

City Development Staff recommends approval of the proposed Unified Development Ordinance Text Amendment and Rezoning, subject to the conditions of approval in the attached draft ordinances.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">04/02/13</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE DISTRICT TO R-1E COUNTRYSIDE/ESTATE SINGLE-FAMILY MULTIPLE RESIDENCE UPON A SINGLE LOT ESTATE DISTRICT (9140 SOUTH 51ST STREET) (APPROXIMATELY 11.55 ACRES) (JOSEPH R. HASELOW AND DAWN M. BOLAND, APPLICANTS)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

At its March 21, 2013, meeting following a properly noticed Public Hearing, the Plan Commission recommended approval of an ordinance to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to R-1E Countryside/Estate Single-Family Multiple Residence Upon A Single Lot Estate District (9140 South 51st Street) (approximately 11.55 acres) (Joseph R. Haselow and Dawn M. Boland, applicants).

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance No. 2013-_____ to amend the Unified Development Ordinance (Zoning Map) to rezone a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to R-1E Countryside/Estate Single-Family Multiple Residence Upon A Single Lot Estate District (9140 South 51st Street) (approximately 11.55 acres) (Joseph R. Haselow and Dawn M. Boland, applicants).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

ORDINANCE NO. 2013-____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE A CERTAIN PARCEL OF
LAND FROM R-3 SUBURBAN/ESTATE SINGLE-FAMILY RESIDENCE
DISTRICT TO R-1E COUNTRYSIDE/ESTATE SINGLE-FAMILY MULTIPLE
RESIDENCE UPON A SINGLE LOT ESTATE DISTRICT
(9140 SOUTH 51ST STREET)
(APPROXIMATELY 11.55 ACRES)
(JOSEPH R. HASELOW AND DAWN M. BOLAND, APPLICANTS)

WHEREAS, Joseph R. Haselow and Dawn M. Boland having petitioned for the rezoning of a certain parcel of land from R-3 Suburban/Estate Single-Family Residence District to R-1E Countryside/Estate Single-Family Multiple Residence Upon a Single Lot Estate District, such land being located at 9140 South 51st Street; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 21st day of March, 2013, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

WHEREAS, the Common Council having considered the petition and having concurred with the recommendation of the Plan Commission and having determined that the proposed rezoning is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and would 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: §15-3.0102 (Zoning Map) of the Unified Development Ordinance of the City of Franklin, Wisconsin, is hereby amended to provide that the zoning district designation for the property described below be changed from R-3 Suburban/Estate Single-Family Residence District to R-1E Countryside/Estate Single-Family Multiple Residence Upon a Single Lot Estate District:

The Northerly 532 feet of the West 60 acres of the West 1/2 of the Southeast 1/4 of Section 23, Township 5 North, Range 21 East, said land being in the City of Franklin, County of Milwaukee, State of Wisconsin. Tax Key No.: 881-9995-000.

ORDINANCE NO. 2013-_____

Page 2

SECTION 2: 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 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: 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 _____, 2013, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

To: City of Franklin, Wisconsin
From: Joe Haselow and Dawn Boland
Subject: Specifics of new R1-E zoning classification
Date: 03/18/2013

I Documents Provided by City of Franklin

On March 15, 2013, we received documents from the City of Franklin pertaining to our UDO Text Amendment and Rezoning of 9140 South 51st street, Franklin, WI 53132, tax key 881-9995-000. The specific documents received were:

1. Agenda for Plan Commission Meeting on March 21, 2013: Agenda item III.A.1 pertains to the specifics of the UDO Text Amendment and agenda item III.A.2 pertains to applying that zoning to the parcel located at 9140 South 51st street, Franklin.
2. Report to the Plan Commission: This 9-page report from city staff to the Plan Commission details staff recommendations and suggestions pertaining to agenda items III.A.1 and III.A.2.
3. Draft Ordinance to amend the UDO and create a new R1-E zoning classification: This 6-page draft ordinance pertains to agenda item III.A.1.
4. Draft Ordinance to rezone 9140 South 51st Street to the new R1-E zoning classification: This 2-page draft ordinance pertains to agenda item III.A.2.

It is clear that significant effort was required to prepare the report and draft ordinances and that considerable thought was applied. We wish to thank the City of Franklin staff for both the effort and results.

II Concerns Regarding the Draft Ordinance

Some of the specifics of the proposed R1-E classification are overly limiting for very common executive estate uses and will inhibit our intended uses on the parcel we are purchasing. If the ordinance is left unaltered, those who wish to build such estates will be faced with cumbersome and time-consuming "special use" applications which could potentially deter them from choosing Franklin to build their estates. According to the City of Franklin planning department, "special use" applications take 1 ½ to 2 months of time to complete, requiring a public hearing at the Plan Commission, Plan Commission review and recommendation and final approval by the Common Council. In addition, a "special use" request carries with it a cost of \$750 per new request for structures fewer than 4,000 square feet, \$1,500 for structures over 4,000 square feet and \$1,000 for any amendment to an existing special use.

We have concerns with the following specific provisions:

- I.E.a.ii: Lighted Recreational Courts: The requirement of shutting off recreational lighting between sunset and sunrise marginalizes the usefulness of the lighting. Given the other lighting requirements set forth in the UDO and the setback requirements, it is highly unlikely that light pollution from dark sky lights would disturb neighbors.

I.E.b: Accessory Structure Sizes: The size limit of 1,200 square feet (for example, 24' x 50') is too small for the most common uses of accessory structures that will be desired by purchasers of family estates. Limiting the structure sizes to 1,200 square feet will require the estate owners to apply for special uses in nearly all cases where they wish to construct an accessory structure. Common uses are:

1. RV Storage: Requires 50 foot depth, 16 foot width and 25 foot height for a single RV. It would be strange to construct a long and skinny building to store a single RV – rather, a usable building would be constructed to store an RV and a few other cars, recreational equipment, etc. As such, the minimum depth of 50 feet would be needed to store a Class A Diesel Pusher or similar rig, but the width would need to be at least 35 or 40 feet to complete an efficient and usable structure for the RV and related recreational items.
2. Boat Storage: Requires 40 to 80 foot depth, 16 to 20 foot width and 20 to 40 foot height for a single boat on trailer or lift. Similar to the case of RV storage, it would be bizarre to construct a long and skinny building to store a single boat. The likely case would be to combine the boat storage in a single bay of the building and store other cars, recreational equipment, etc. in other bays. The resulting need becomes a structure of 40 to 80 feet in depth, 35 to 40 feet in width, and 20 to 40 feet in height.
3. Greenhouse: For enthusiasts, it is likely that a greenhouse would exceed 1,200 square feet. Greenhouses adjacent on estates commonly range from 600 square feet to 3,000 square feet.
4. Accessory or collectable vehicle storage: Requires 20 foot depth and approximately 12 to 15 feet of width per vehicle. Storage of two cars requires at least 600 square feet. It is more likely that the estate owners will own four to five cars and potentially other ancillary recreational vehicles such as motorcycles, snowmobiles, ATVs and the related equipment such as transportation trailers. Such structures on estates are commonly 20 to 30 feet in depth and 60 to 100 feet in width.
5. Indoor Recreational Center: Requires 50 to 70 foot depth, 60 to 100 foot width and 30 to 50 foot height, depending upon intended use and configuration. Due to airborne chlorine and high humidity, it is best for indoor pools to be housed in structures separate from the main dwelling. At a minimum, segments of buildings which house indoor pools must have independent air exchange, a mechanical room, shower / changing / toilet rooms (SCT), storage for pool cleaning equipment, storage for lounge chairs and pool accessories, etc. The footprint for an executive estate pool is commonly 1,500 square feet (for example, 30 feet wide by 50 feet long) with a separate spa of 15 feet diameter. Given this, it is infeasible to enclose a full-sized pool in less than 4,000 square feet, and it is more likely that 5,000 square feet is required. The usable deck area around the edges of the pool and the ancillary storage would result in calculations such as the following:
 - Pool: 1,500 square feet (i.e., 30 feet by 50 feet)
 - Spa: 300 square feet (with shared primary pool deck)
 - Deck: 1,800 square feet: 12 foot side deck (12' x 50' x 2) and 15 foot end deck (15' x 54' x 2)
 - SCT: 360 square feet (assumes gender-specific shower / changing / toilet areas)
 - Storage: 200 square feet (lounge chairs, pool toys, etc.)
 - Mech: 300 square feet (pumps, pool heater, furnace, water heater, main pool filtration, etc.)
6. Stables: Stables alone are small; however, most horse enthusiasts seek an indoor open space for their horses to use during colder months, requiring 2,000 to 4,000 square feet. Indoor horse arenas can be very large and are not intended to be included here.

I.E.c: Accessory Structure Heights: The height limit of 30 feet would likely be workable for some uses intended by estate owners (i.e., storing lawn and garden equipment, etc.); however, the 30 foot height will be problematic for both indoor recreational centers and boat storage structures.

1. Indoor Recreational Centers: The interior ceiling height of such structures is usually ranges between 20 feet and 25 feet. These interior heights allow for diving boards above pools and sufficient splash distance separation above the pool water. These interior heights also allow sufficient interior height for indoor basketball courts (i.e., rim is 10 ' off of ground and top of backboard is 13' off of ground – a 20' interior height is generally the minimum to allow for ball arc where the shooter's perception of the ceiling does not impact the shot).
2. Boats: On-trailer storage or on-hoist storage of a large, multi-deck or split deck cabin cruiser (i.e., applicable to Great Lakes boating, etc.) requires an interior height of at least 20 feet from the top of the boat to the bottom of the engine's lower unit. In the case of a sailboat, the situation is similar to accommodate the top of the boat and mast in storage position, as well as the keel beneath the boat. Larger boats may require interior heights of 25 feet or more.

When a 12:8 roof pitch is added above the interior height for a building of this size, an additional 10 to 20 feet of height is added, depending on the width of the building. As such, these structures generally need a height between 40 and 50 feet to be usable for their intended purposes.

I.E.e: Location: We are unsure what this means and request an explanation of its implications regarding our property.

III Proposed Changes to the Current Draft Ordinance

In order to attract estate owners to Franklin and to efficiently (i.e., with low amounts of bureaucracy) accommodate the probable needs of estate owners, we propose that the following changes be made to the draft ordinance:

I.E.a.ii: Lighted Recreational Courts: Alter the light shutoff requirement such that lighting must be shut off 3 hours after sunset or 10 p.m., whichever comes sooner and that lighting may not be turned back on earlier than 6 a.m. or 1 hour before sunrise, whichever is later.

I.E.b: Accessory Structure Sizes: Leave the base language as it is for general accessory structures; however, add a classification for "Large Accessory Structures" where the building height and setback requirements for Large Accessory Structures are aligned to those of the main dwelling such that building heights up to 40 feet are allowed. Allow for up to two Large Accessory Structures up to 5,000 square feet, provided that they are for the following purposes:

1. RV Storage
2. Boat Storage
3. Greenhouse
4. Accessory or collectable vehicle storage
5. Indoor Recreational Center
6. Stables

I.E.c: Accessory Structure Heights: Leave the base language as it is for general accessory structures; however, add a classification for "Large Accessory Structures" where the building height and setback requirements are aligned to those of the main dwelling (i.e., allows for Large Accessory Structure heights up to 40 feet).

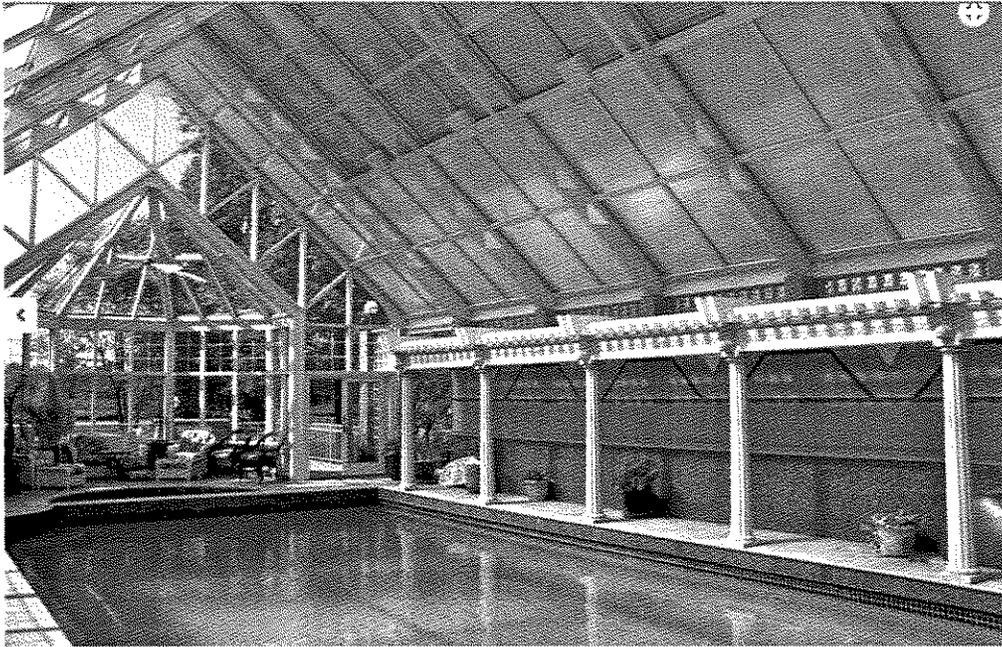
Note: In the event that the above-mentioned revisions are of concern due to the 5-acre lot size minimum of the R1-E zoning classification, we propose that the Large Accessory Structure provision apply to all R1-E lots which are at least 10 acres in size.

IV Needs for 9140 South 51st Street which are Unmet by Current Draft Ordinance

1. The existing "Pole Barn" is 46 feet wide by 60 feet deep, well in excess of the 1,200 square foot limitation on accessory structures. We wish to assure that this building is compliant with zoning and we wish to be able to replace the building (if ever needed) with a comparable structure. This building is configured to best support RV Storage or small Boat Storage, along with accessory recreational equipment or vehicles.



2. The proposed recreation center and pool requires nearly 5,000 square feet and a height of at least 40 feet. If we include an indoor basketball / exercise court, we need to reduce the pool size in order to accommodate the court and would barely fit to the 5,000 square foot size limit.



To: City of Franklin, Wisconsin
From: Joe Haselow and Dawn Boland
Subject: Request for New Family Estate Residential Zoning Classification (R1-E) with specific attributes listed herein and request to rezone 9140 South 51st Street to the new R1-E zoning classification
Date: 03/11/2013

Franklin

MAR 7 2013

A. SUMMARY REQUEST

City Development

The property requested for rezoning is an 11.55 acre parcel with address 9140 South 51st street, Franklin, WI 53132, tax key 881-9995-000 and described by metes and bounds description as the Northerly 532 feet of the West 60 acres of the West 1/2 of the Southeast 1/4 of Section 23, Township 5 North, Range 21 East. The property is currently owned by:

Keith Ponath
9140 South 51st Street
Franklin, WI 53132
(414) 421-5442
kfpsjs@aol.com

Sally Scott
P.O. Box 320463
Franklin, WI 53132
(414) 416-0945
Sjscott44@wi.rr.com



All parcels surrounding on the North, East and South are zoned R-3. The parcels across 51st street to the West are zoned R-8 and C-1.

Rezoning is being requested by:

Joe Haselow
9864 South 35th Street
Franklin, WI 53132
(414) 517-9595
joehaselow@yahoo.com

Dawn Boland
9864 South 35th Street
Franklin, WI 53132
(414) 364-4838
westpoint90@yahoo.com

B. REQUESTED ATTRIBUTES FOR R1-E RESIDENTIAL ZONING CLASSIFICATION

Per our prior Development and Intended Use Plan submitted to the City of Franklin Common Council and to the City of Franklin Plan Commission, we wish to assure comprehensive, multiple dwelling, family estate zoning for an 11.55 acre parcel with address 9140 South 51st street, Franklin, WI 53132, tax key 881-9995-000. Our objective is twofold as it pertains to our parcel: (1) Realign the zoning for the parcel so that it is fully compliant with its continuing use as a family estate, in a manner consistent with how it has been used for the past sixty (60) years, and (2) Assure that we may build improvements of the family estate in a manner which both preserves the majority of the existing natural resources and which improves the estate amenities.

We specifically seek zoning that provides for the following on our parcel:

1. **Main house dwelling (MD)**: The total minimum finished living area of a one-story main house dwelling shall be 2,500 square feet. The total minimum finished living area of a two-story main house dwelling shall be 3,000 square feet; of the 3,000 minimum square feet, the minimum finished first floor living area shall be 1,500 square feet. No main house dwelling shall exceed 50 feet in height, excluding spirals, cupolas, weathervanes and chimneys. The main house may be a multi-generational dwelling with two internal dwellings contained in the same overall structure. Only one main house (either standard or multi-generational) may be constructed on the lot.
2. **Guest / Caretaker / Caregiver dwelling (GD)**: The total minimum finished living area of a one-story guest house dwelling shall be 800 square feet. The total minimum finished living area of a two-story guest house dwelling shall be 1,200 square feet; of the 1,200 minimum square feet, the minimum finished first floor living area shall be 600 square feet. No guest house dwelling shall exceed 30 feet in height, excluding spirals, cupolas, weathervanes and chimneys. Only one guest house may be constructed on the lot. The inhabitants of the guest house may be extended family (i.e., parents, children, step-parents, step-children, brothers, sisters, step-brothers, step-sisters, grandparents, step-grandparents, step- grandchildren, first cousins, etc. of the property owners), caretaker of the grounds and his/her immediate family, caregiver of the property owners and his/her immediate family. Though a rental fee may be exchanged between the residents of this house and the property owners, the intent of this dwelling is not to generate rental income.
3. **Recreational structure (R)**: A recreational structure up to 5,000 square feet is permissible. This structure may contain a pool, basketball court, or other recreational items, including bathrooms, showers, and other supporting amenities. The structure may be fully or partially an aqua dome, skylight structure or other similar structure such that natural light is permitted through the structure to the recreational areas. The structure may also be retractable or removable such that the recreational area is "outdoor" in warm seasons and such that the recreational area is enclosed in cold seasons. The structure may include independent lighting, heat, plumbing, water and other services. The recreational structure shall not exceed 50 feet in height. Only one recreational structure may be constructed on the lot. The recreational structure may not be used as a dwelling.
4. **Multi-purpose structure (MP)**: A multi-purpose structure up to 5,000 square feet is permissible. This structure may house a finished recreational area, home office, vehicle parking, general storage, or other segmented areas. The multi-purpose structure may include independent lighting, heat, plumbing, water and other services, but shall not be used as a permanent dwelling. No multi-purpose structure shall exceed 40 feet in height. Only one multi-purpose structure may be constructed on the lot.

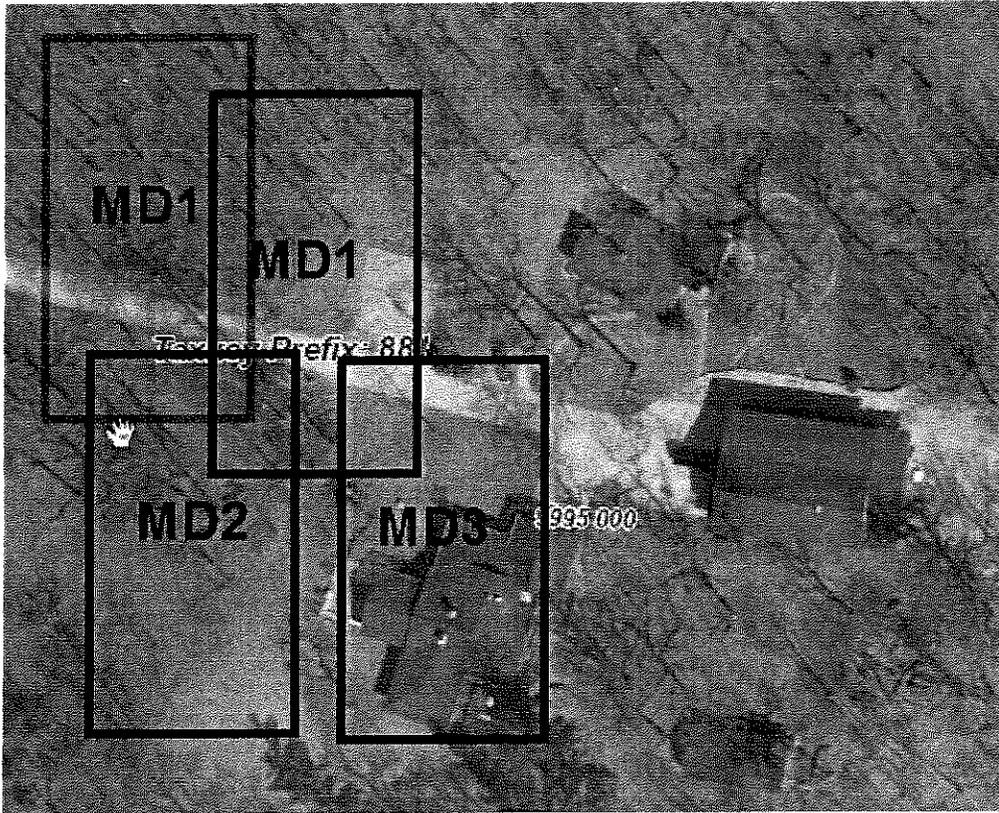
5. Utility structures (U): Utility structures up to 1,200 square feet are permissible. These structures may house workshop areas, lawn and garden service / supply areas, lawn and garden equipment storage, vehicle parking, general storage, or other segmented areas. The utility structures may include independent lighting, heat, plumbing, water and other services, but shall not be used as a permanent dwelling. No utility structure shall exceed 20 feet in height. Only two utility structures may be constructed on the lot.
6. Recreational Courts (C): Outdoor recreational courts (i.e. basketball, tennis, etc.) may be constructed, lighted and fenced. Chain-link fences up to 20 feet in height are permissible to contain the boundaries of recreational courts. The maximum aggregate size of all outdoor recreational courts is 10,000 square feet. Up to two outdoor recreational courts may be constructed.
7. Pathways (P): Lighted pathways are permissible within the boundaries of the premises.
8. Fence and Gate (F): Ornamental or security fences and gates up to seven (7) feet in height are permissible and are not subject to the lot setback requirements of other structures. It is permissible for gates and ornamental fences to secure the front yards and drives. Chain-link fences are not permissible for this purpose.
9. Replacement overlaps: It is allowable for one additional of each type of structure to be present on the lot during the construction of a like-designated structure. This replacement overlap may exist for up to 1 year after occupancy is granted for the replacement structure. Thereafter, the replaced structure is to be razed. The effect of this is that construction replacement is permissible and the following may temporarily result as set forth here: Two main dwellings (MD), Two Guest / Caretaker / Caregiver dwellings (GD), Two recreational structures (R), Two multi-purpose structures (MP) or Three utility structures (U).
10. Total development: During times when no replacement construction is occurring, only one Main Dwelling (MD) (either standard or multi-generational), one Guest / Caretaker / Caregiver dwelling (GD) one Recreational structure (R), one multi-purpose structure (MP) and two utility structures (U) may be constructed on the lot. During periods of construction, up to two additional structures may temporarily present on the lot, subject to the restrictions set forth in 9, above. In no event shall the cumulative area of all structures be greater than a 10% maximum lot coverage ratio.
11. Structure Setbacks: There are no required setbacks between the multiple structures located on the property; however, the following minimum setbacks apply to all structures constructed in relation to the lot lines:

Front:	40 feet
Side:	10 feet
Corner:	30 feet
Rear:	30 feet
Wetland:	50 feet
12. Driveways: Driveways shall be located at least six (6) feet from all side Lot lines.

C. REQUESTED APPLICATION OF R1-E RESIDENTIAL ZONING CLASSIFICATION TO OUR PARCEL

We specifically seek approval for each of the following location options our parcel, where approval means that we are able to choose any of the options presented herein at a future date when we are able to further develop the property.

1. Main Dwelling Location Options (MD)

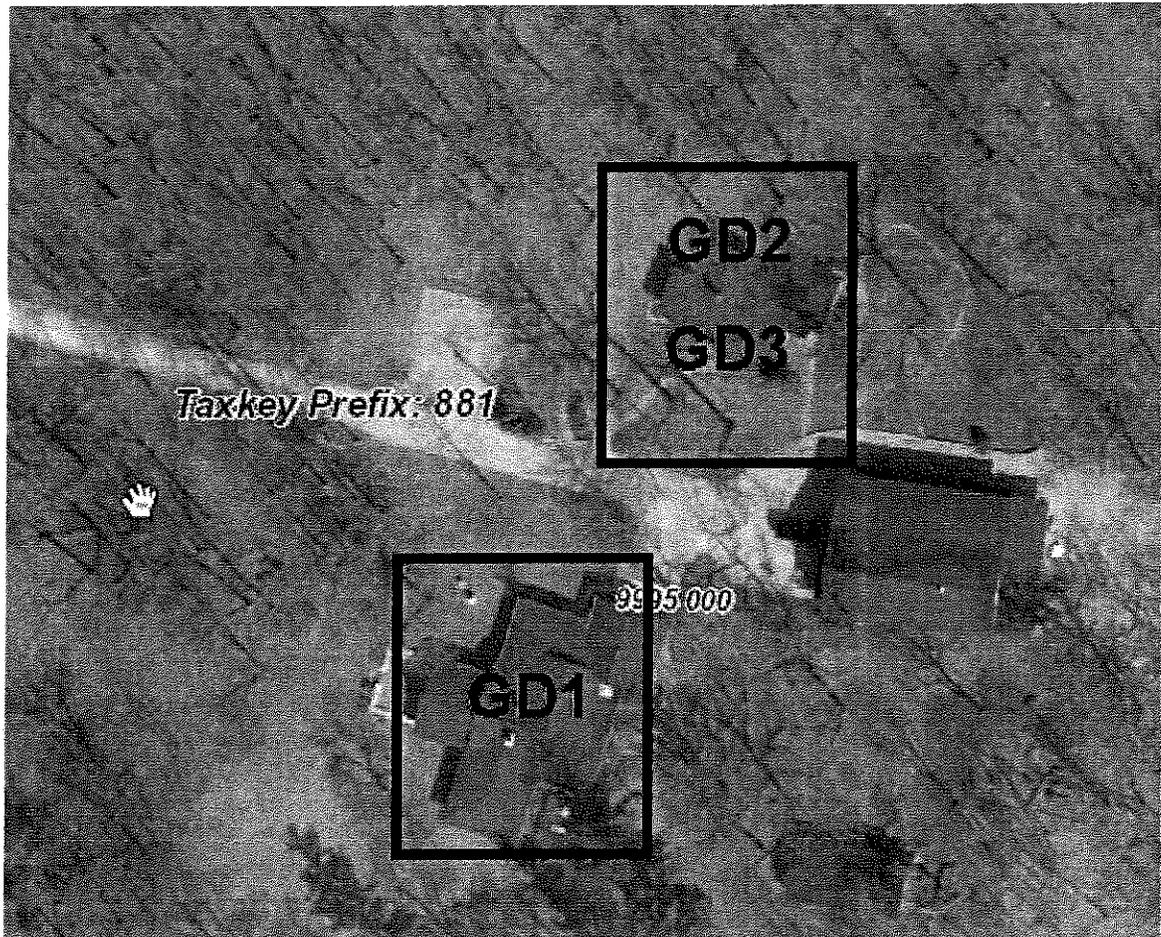


Either of the MD1 positions indicates the location of a new main dwelling which would be best paired with recreational structure location R1 and outdoor recreational court location C1. If this option is pursued, it is probable that the existing guest dwelling (GD) would be razed such that the existing main dwelling (MD) would then be used as a guest dwelling in position GD1. Location MD1 is a mixture of woods, extended yard from the existing guest house and some underbrush. Depending on the exact location of MD1, it is possible that this includes part of an existing parking pad and possibly an existing septic tank and/or septic drain field. Pursuing this option would also require rerouting of a portion of the existing driveway and overhead electrical service.

MD2 represents the build of a new main dwelling (MD) directly to the west of the existing main dwelling. This option would be best pursued such that the existing main dwelling is utilized during the construction of the new home, but that it is razed after the new home is occupied. The option is best paired with positions R2 or R3 for the Recreational Structure and with position C2 for the outdoor recreational court. It is possible to retain the existing guest dwelling (GD) in this case. Location MD2 slopes to the southwest and is primarily extended yard from the existing main dwelling.

MD3 represents either the long-term use of the existing main dwelling or the replacement of that dwelling with a new home. This location would be best paired with positions R2 or R3 for the Recreational Structure and with position C2 for the outdoor recreational court.

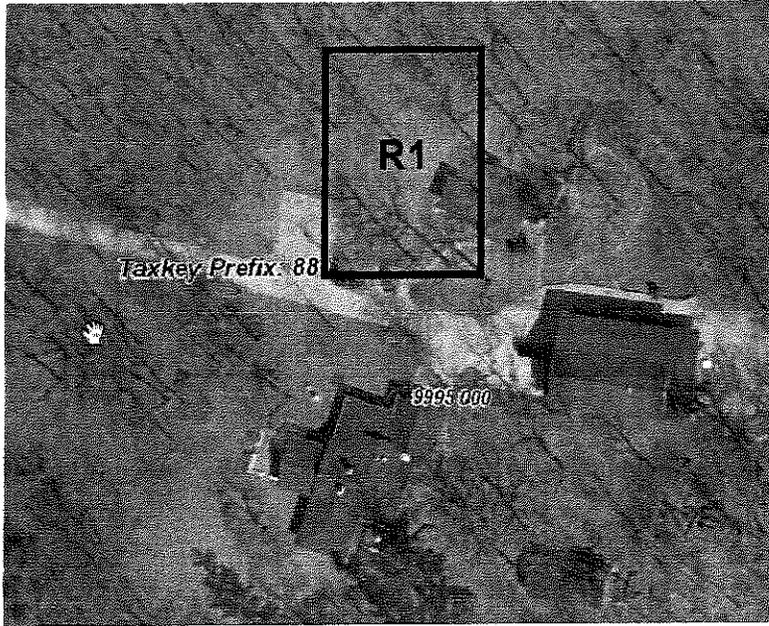
2. Guest Dwelling (GD) Location Options



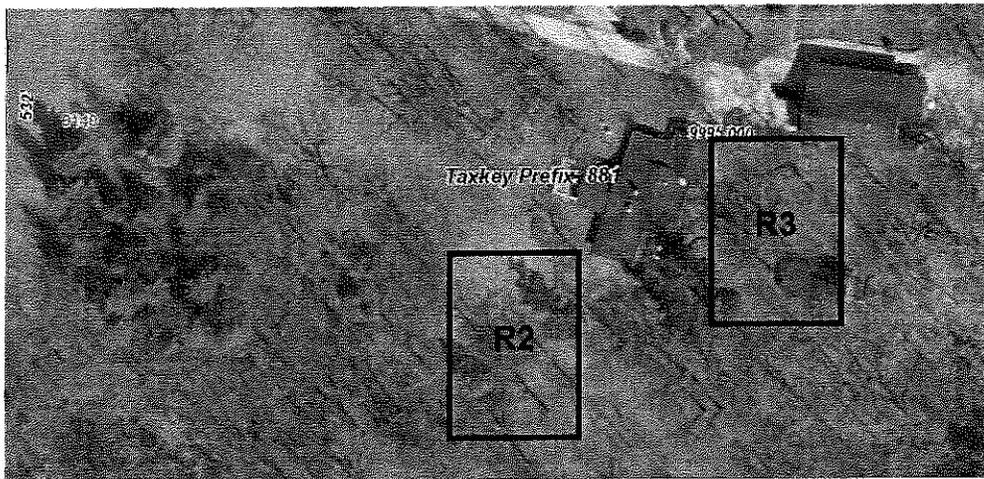
GD1 indicates the use of the existing main dwelling as a future guest dwelling, or the replacement of the existing main house with a different guest house. It more likely that the existing main house would be retained as a guest house than replacing it with a newly constructed guest house. This option is most logically paired with locations MD1 for the main dwelling, R1 for the Recreational Structure and C1 for the Outdoor Recreational Court.

GD2 and GD3 options are located roughly in the same location and are most likely paired with a main dwelling located in either MD2 or MD3, a Recreational Structure located in either R2 or R3 and an Outdoor Recreational Court located in either C2 or C1. GD2 and GD3 can represent either the continued use of the existing guest dwelling or the replacement of the existing guest dwelling with a new structure.

3. Future Recreational Structure (R) Location Options:



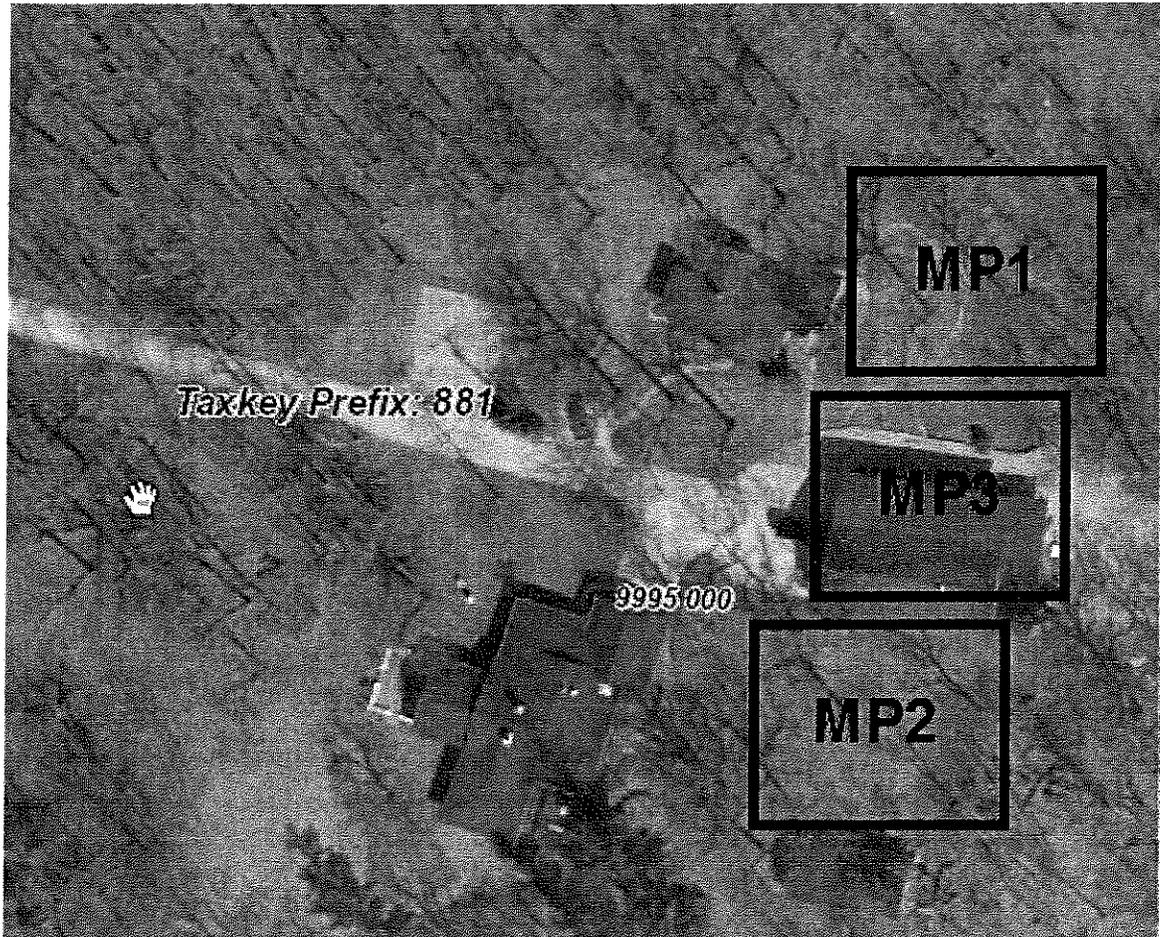
R1 indicates a location of a future recreational structure that requires the removal of the existing guest house. This option would best align with the build of a new main dwelling (MD) in either of the locations shown as MD1.



R2 indicates a location of a future recreational structure to the southwest of the existing main dwelling (MD). Option R2 is best utilized if the existing main dwelling (MD) remains in use for the long-term, if a replacement main dwelling is built in either location MD2 or MD3. It is also possible for R2 to be paired with the MD1 location for the main dwelling; however, it is less convenient.

R3 indicates a location of a future recreational structure to east of the existing main dwelling (MD). Option R3 requires the removal of the existing utility building (U). This option is best utilized if the existing main dwelling (MD) remains in use for the long-term, or if a replacement main dwelling is built in either location MD2 or MD3. Though it is also possible for R3 to be paired with the MD1 location for the main dwelling, it is not a likely choice.

4. Multi-Purpose Structure Location Options (MP)

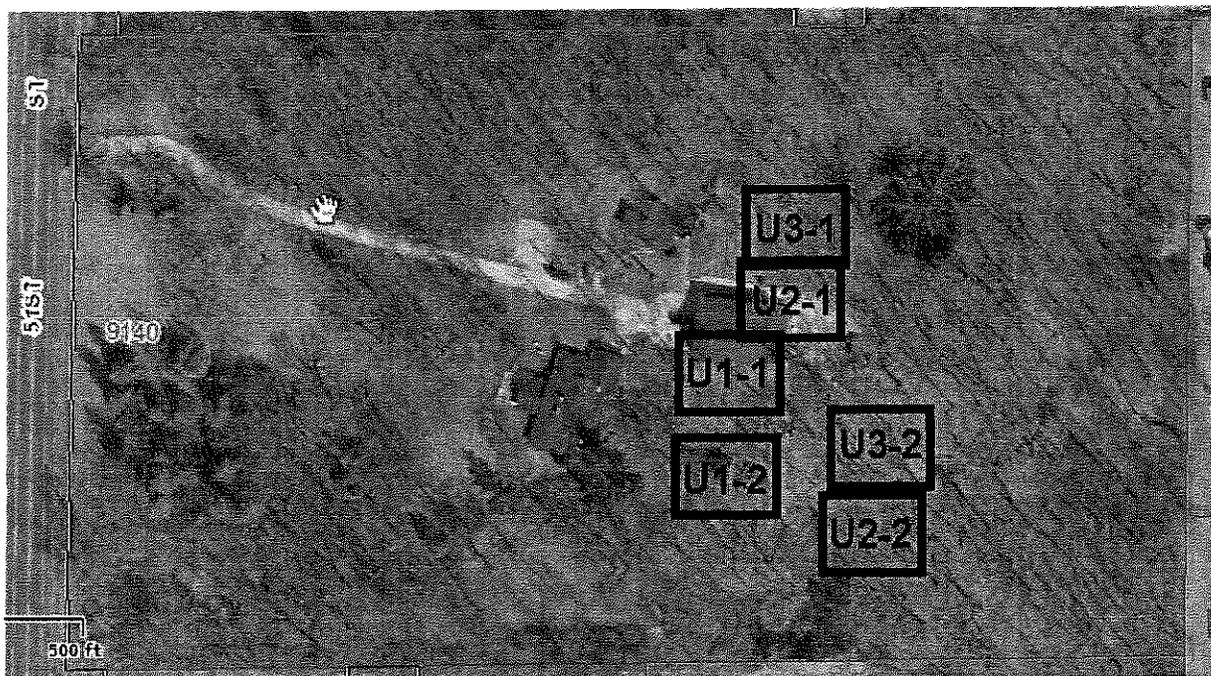


MP1 indicates a new multi-purpose structure to the north of the existing structure. It is unlikely that this would be pursued unless the existing multi-purpose building needs to be razed due to condition or maintenance cost. If this turns out to be the case, the MP1 location is best suited to a case when the main dwelling is located in position MD1, the recreational structure is located in position R1, and the outdoor recreational court is located in position C2. Location MP1 is a mixture of woods, extended yard to the north of the existing multi-purpose structure and some underbrush.

MP3 indicates the continued use of the existing multi-purpose structure or the replacement of that structure in the same location. This is the most likely scenario as we anticipate that the existing multi-purpose structure is structurally sound.

MP2 indicates a new multi-purpose structure to the south of the existing structure. It is improbable that this would be pursued unless the existing multi-purpose building needs to be razed due to condition or maintenance cost. If this turns out to be the case, the MP3 location is best suited to a case when the main dwelling is located in position MD2 or MD3, the recreational structure is located in position R2 and the outdoor recreational court is located approximately in position C2. Location MP2 is a mixture of extended yard to the south of the existing multi-purpose structure and a few trees. The existing utility structure would likely need to be razed if the multi-purpose structure were located in position MP2.

5. Utility Structure Location Options (U)



Locations U1, U2 and U3 represent various locations for up to two utility structures. This / these structures would be placed in the areas indicated under various cases based upon the location of other structures. These locations are a mixture of woods, extended yard from the existing guest house and some underbrush; however, U1-2 also represents the location of the existing utility structure.

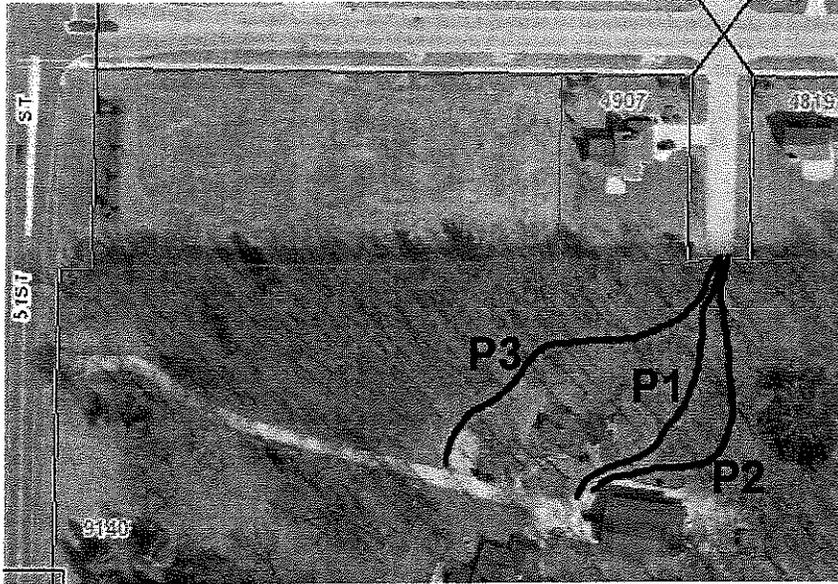
6. Future Outdoor Recreational Court Location Options (C)



C1 indicates a location of an outdoor recreational court to the northeast of the existing guest dwelling (GD) and to the north of the existing multi-purpose structure (MP). This location is directly to the west of an ephemeral wetland area which would require appropriate setback and to the south of the residential lots on the northern border of the property. The area described as C1 is a mixture of woods, extended yard from the existing guest house and some underbrush.

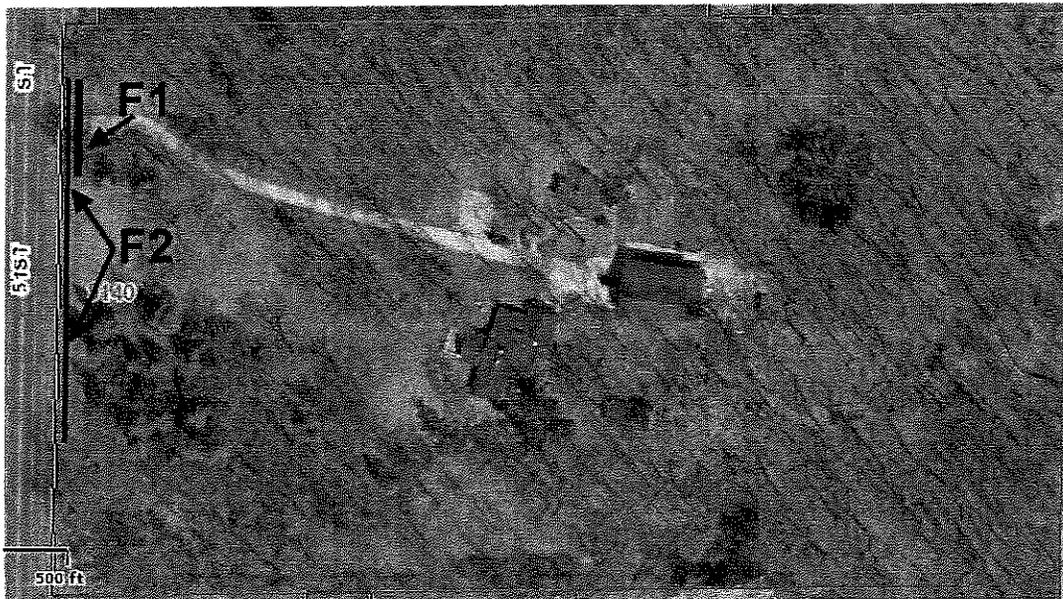
C2 indicates a location of an outdoor recreational court to the east of the existing utility building (U). This location is best pursued the main dwelling is located in position MD2 or MD3 and if the recreational structure is located in position R2 or R3. The area described as C2 is a mixture of woods, extended yard from the existing guest house and some underbrush.

7. Future Walking / Biking Path (P) Options



Each option P1, P2 or P3 is a lighted path to connect to the stub of 49th street on the northerly border of the property. The routes of the pathways differ based upon the development of other structures and improvements. In all cases, the path is intended to be lighted with switched “dark sky” lighting, monitored by security cameras and low-impact to the environment. The path allows connectivity to the surrounding neighborhood, including a safe walkway for children to the existing school bus stop at the corner of Hilltop Lane and 49th street.

8. Future Fence and Gate Options (F)



Option F1 indicates a gate that extends across the driveway and is electronically controlled. The most likely option, if pursued, would be F1. Option F2 assumes the same gate, along with a fence that extends several hundred feet along the portion of the western lot line which is not wooded.

D. CONCEPTUAL FUTURE IMPROVEMENTS

1. Conceptual Main Dwelling Replacement Structures (MD):

Main Dwelling Concept 1: Devereaux House Plan: 2 story, 4458 square foot, 4 bedroom, 4 full bathrooms

Front Rendering

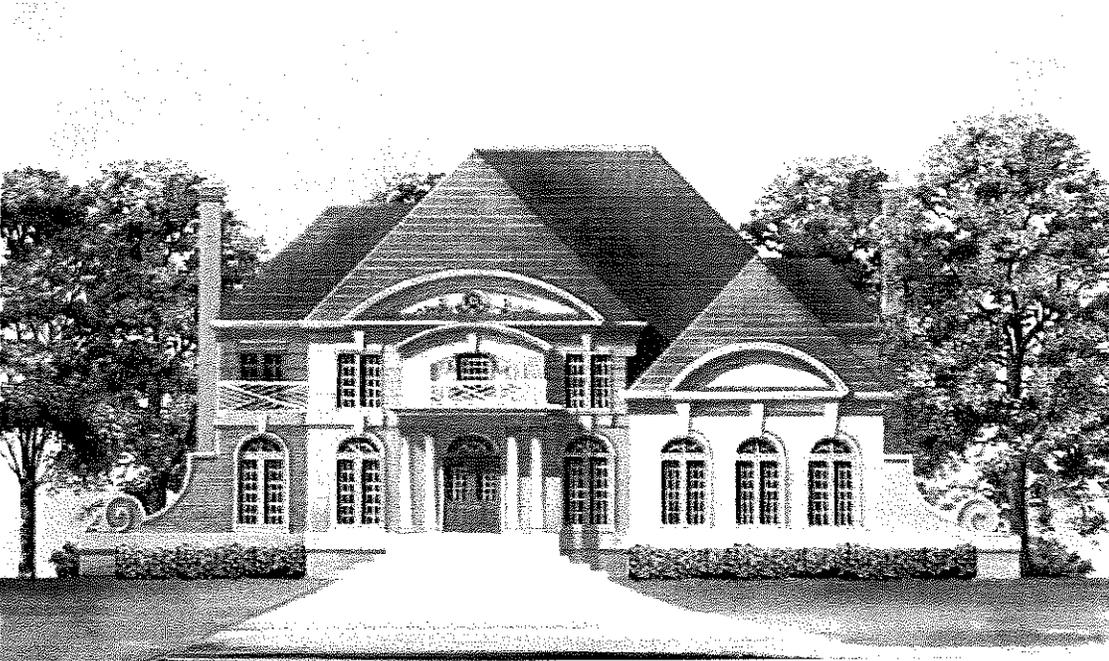


Rear Elevation



Main Dwelling Concept 2: Hepplewhite – 3,820 Square Foot 2 Story 3 Bedrooms, 3 Bathrooms

Front Rendering

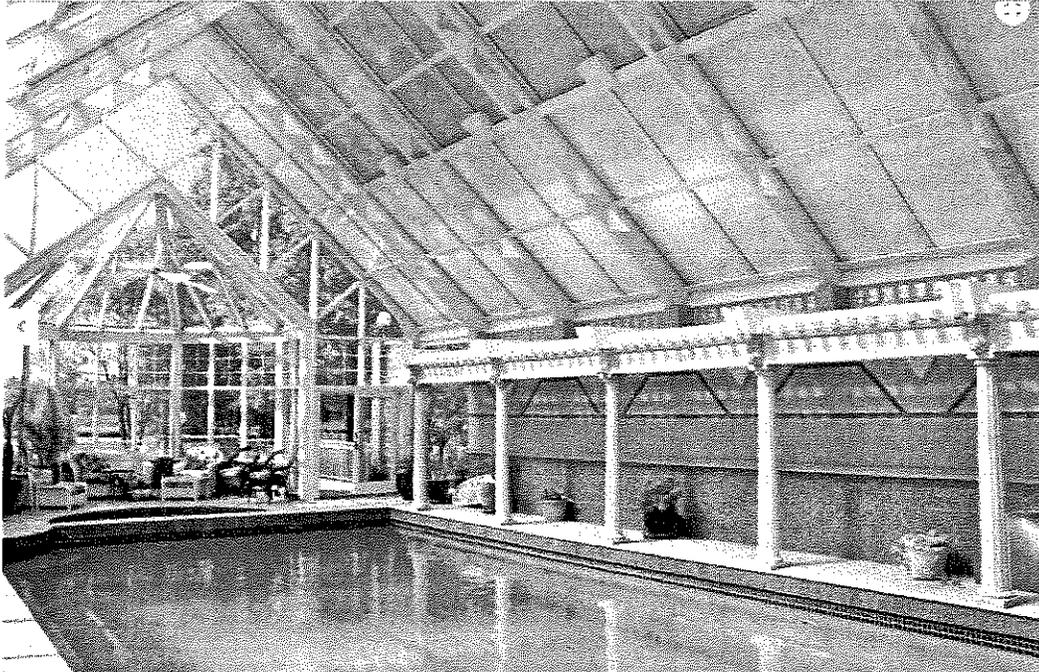


Rear Elevation

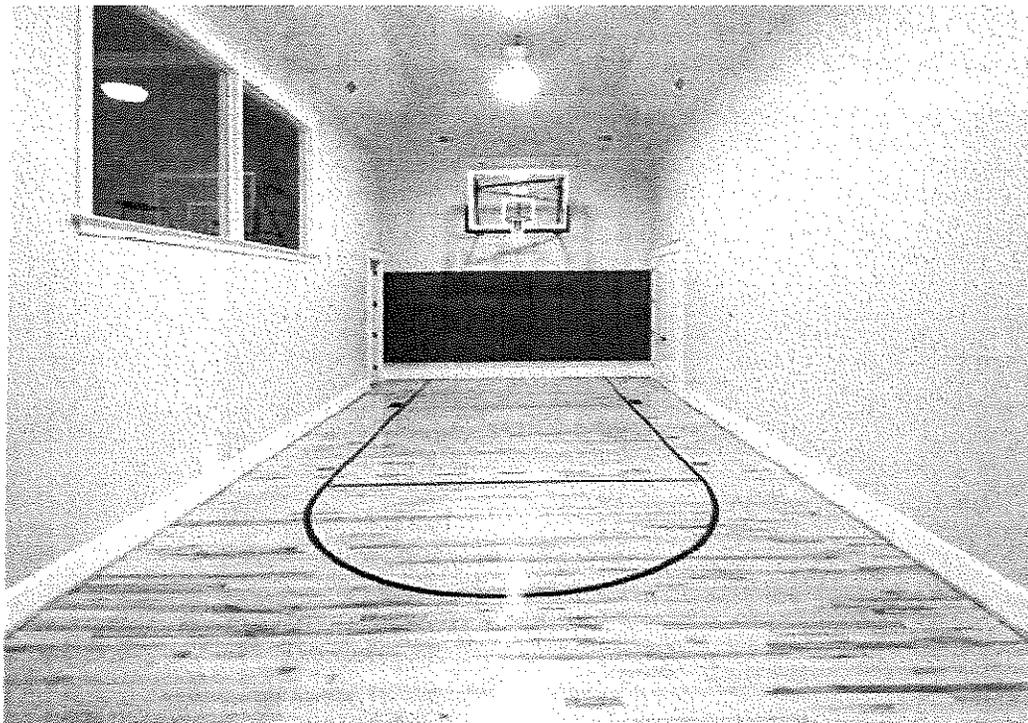


2. Conceptual Recreational Structure (R)

Concept 1: Fixed Recreational Structure with pool and retractable wall sections



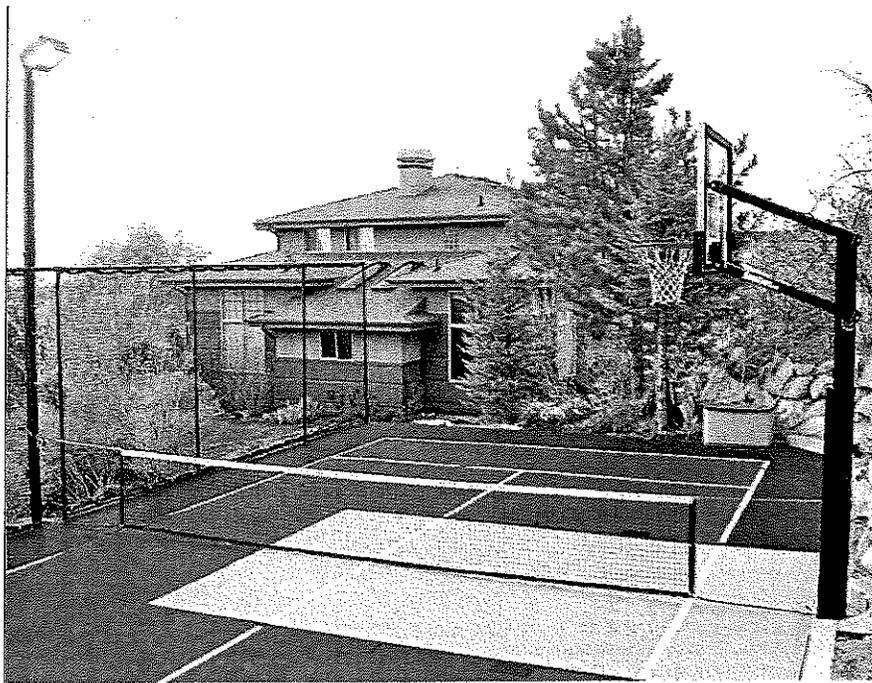
Concept 1-A: Indoor Basketball Court as part of Recreational structure with pool



The pursuit of an indoor basketball court would depend upon cost.

3. Conceptual Outdoor Recreational Court (C)

Concept 1: Lighted Half-Court Basketball Court and Full-Court Tennis Court



This is a good representation of a likely configuration for an outdoor recreational court. We would not likely pursue fencing around the court and it is more likely that lighting would exist on sides away from the basketball hoop.

Concept 2: Lighted Full-Court Basketball Court and Full-Court Tennis Court (120 ft x 70 ft)



4. Walking / Biking Path through woods to northerly street access (P): The routes of the walking / biking path referenced in B.7 and C.7 is intended to be very low impact to the environment. Minor brush trimming and soil leveling (by hand) will occur and will need to be continued perpetually in order to keep the path accessible. Forest leaves or a very limited amount of crushed aggregate may also be used on the pathway to act as a ground barrier to future vegetation growth. We do not intend to add soil stabilizers or other man-made products – this is envisioned to be a natural path which can be walked with care (not stabilized or widened in a manner consistent with disabled person access) or which can be ridden on mountain bikes or hybrid bikes. The intent of the path is to provide safe access to the surrounding subdivision. This path may be used as access to and from a school bus route stop along Hilltop Lane.

Along the pathway we also intend to install high-voltage lighting and security cameras at regular intervals. The intent of the lighting is to provide safe walking and/or riding during times of year when days are shorter and the intent of the cameras is to assure child safety along the walkway.

The lighting would likely be post-mounted, dark sky lights with switched controls at both ends of the pathway so that the pathway may be illuminated upon entry and darkened upon exit. It is likely that LED bulbs would be used to assure low heat and high lumen generation with minimal energy. Examples of the possible lighting options are

Pathway Lighting Concept 1: Kirkham Dark Sky Outdoor Post Mount Light Style # 48700



The security cameras would be mounted on a subset of the light poles and possibly on simple, stand-alone fixtures. Specific security camera options need more research and are envisioned to be without noticeable environmental impact.

5. Conceptual Fence and Gate (F):

Concept 1: Anti-Ram Ornamental Steel Fence (Stalwart II pictured)



The electronically-controlled gate referenced in 4.9 would either be a dual swinging gate, dual sliding gate or single sliding gate. Gate and fence would likely be black, powder-coated steel approximately 6 feet in height.

BLANK PAGE

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">04/02/13</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE (AT APPROXIMATELY 9200 WEST ST. MARTINS ROAD) (NEUMANN COMPANIES, INC., APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 5.</i></p>

The above matter was put over to this meeting by the Council at its March 19, 2013 meeting. Attached is a copy of the action sheet and packet materials from that meeting. Also enclosed are file copies of a Council action sheet and packet enclosures from the Council meeting on September 21, 2004, which are consistent with the City Attorney's comments from the March 19, 2013 meeting. The City Attorney reviewed his files on the subject and recommends the Council action as set forth below.

COUNCIL ACTION REQUESTED

A motion, (recognizing that Section 15-7.0603 D. of the Unified Development Ordinance provides in part that the purpose of requiring developers to submit deed restrictions and covenants to the City is only to provide for an enforceable method of regulating the maintenance of any common land areas or structures serving the development and any land or structures restricted for such service for the public benefit, which purpose was noted to the Common Council at its meeting on September 21, 2004 when the subject deed restrictions were in part before the Council, and that apparently the developer of Prairie Grass Preserve Subdivision nonetheless recorded a declaration containing an overall approval requirement by the City), to approve the proposed amendment as is necessary to conform with a recorded document, under the circumstances, without comment on the substance of the amendment.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/19/13
REPORTS & RECOMMENDATIONS	FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE (AT APPROXIMATELY 9200 WEST ST. MARTINS ROAD) (NEUMANN COMPANIES, INC., APPLICANT)	ITEM NUMBER

City Development staff recommends approval of the First Amendment to the Declaration of Restrictions for Prairie Grass Preserve (9200 West St. Martins Road) (Neumann Companies, Inc., Applicant).

According to the applicant, they are proposing this amendment to develop Lots 63, 64, and 65 of the Prairie Grass Preserve Subdivision as single-family residential lots. These lots are currently planned as duplex lots as shown on the Prairie Grass Preserve Subdivision Plat.

The applicant is proposing to delete the following in its entirety:

2. General Applicability Unless specifically stated otherwise within this Declaration, all of the restrictions stated in this Declaration are applicable to all lots in Prairie Grass Preserve which shall consist of 36 single-family and 29 duplex lots.

And replace it with the language below.

2. General Applicability Unless specifically stated otherwise within this Declaration, all of the restrictions stated in this Declaration are applicable to all lots in Prairie Grass Preserve which shall consist of the following:
 - a. Lots 1 thru 30 and Lots 49 thru 54 shall only be Single-Family Lots and shall conform to the building restrictions as outlined in Section 3 or Section 4 of the Declaration.
 - b. Lots 31 thru 48 and 55 thru 65 may be either Single-Family or Duplex Lots and shall conform to the building restrictions as outlined in Section 3 or Section 4 of the Declaration.

The proposed amendment, approved Declaration of Restrictions, and the Final Plat for the Prairie Grass Preserve Subdivision are attached for your review. Per the Declaration of Restrictions, the document may be amended with approval of at least sixty percent (60%) of all then-existing platted lots in the Development, and their mortgagors, with all signatures duly notarized, and approval by the City of Franklin Common Council. The applicant has obtained the necessary property owner's

signatures (see attached).

Currently Lots 33, 34, 42, 44, 63, 64, 65 are vacant and the remainder of the duplex lots have been developed with duplex homes. Neumann Companies, Inc. has recently purchased six of the seven vacant duplex lots (Lots 33, 34, 44, 63, 64 and 65). They have indicated that they plan to develop Lots 33, 34 and 44 as duplex lots and Lots 63, 64 and 65 as single-family lots. These lots are contiguous with other single-family uses. Staff is not aware if the applicant intends to construct these homes for sale themselves or sell the lots to a home builder or individual buyers.

The Lots owned by Neumann Companies, Inc. are all zoned R-7 Two-Family Residence District, which permits one-family detached and two-family attached dwellings.

Staff does have a concern with the potential conflict of interspersing single-family and two-family dwellings within the subject portion of the subdivision. The applicant has pointed out that there are a limited number of undeveloped lots and that the Declaration of Restrictions document states, "The intent of the duplex restrictions is to create a grouping of architecturally correct duplex homes of different style and character that will compliment the single family homes permitted in Prairie Grass Preserve Subdivision." The applicant further notes the intent is for a grouping of homes, thus not the intent to alternate or mix single-family and duplex uses; therefore the City would be able to object to a proposal to construct a single-family home on the remaining lots numbered 33, 34, 42 and 44. However, staff is concerned that no clear process exists to allow the City to object in such instances, as the City is not a signatory party to the Declaration of Restrictions.

Staff would therefore suggest that only those lots on the periphery of the duplex area, specifically lots 31, 48, 55 and 65 be allowed to be single-family or duplex, and the remainder remain solely as duplex lots.

COUNCIL ACTION REQUESTED

A motion to accept the First Amendment to the Declaration of Restrictions for Prairie Grass Preserve (9200 West St. Martins Road) (Neumann Companies, Inc., Applicant).



CITY OF PRAIRIE
2013 FEB 12 AM 9:15

February 11, 2013

Mr. Ken Skowronski
Alderman – District 6
Franklin, Wisconsin

**Re: Prairie Grass Preserve
First Amendment to the Declaration of Restrictions**

Dear Ken:

Thank you for taking the time to speak with me last week in regard to the proposed First Amendment to the Deed Restrictions for the Prairie Grass Preserve subdivision (see attached). As discussed, Neumann Companies has purchased six (6) lots in the subdivision; lots 33, 34, 44, 63, 64 & 65 (see attached map). Neumann Companies is excited to begin actively starting home construction on the lots and has been working with the Prairie Grass Preserve homeowners and HOA Board to obtain the required homeowner approvals for the proposed Amendment.

In summary, the homes along Cordgrass Circle are located in an R-7 zoning which allows for both single-family and duplex lots. The current Deed Restrictions, Section 2 – General Applicability; states that "...lots in the Prairie Grass Preserve which shall consist of 36 single-family and 29 duplex lots." According to the original developer of the subdivision, Bill Carity, this language was included to restrict the location and the maximum quantity of Duplex homes along Cordgrass Circle and to create "grouping" of duplex homes.

While Neumann Companies purchased six (6) lots in the subdivision; we will only be proposing single-family homes on lots 63, 64 & 65 as these lots are consistent with the architectural grouping of single-family homes along W. Prairie Grass Circle. The proposed amendment will clarify the deed restriction by requiring homes to conform to the City's Zoning Ordinance.

As required by Section 21 of the Deed Restrictions, the proposed amendment is supported by more than 60% of the lot owners (23 single-family and 24 duplex owners) as evidenced by the attached signatures. A total of 39.5 lot owner votes have been received to-date out of a possible 65 votes = 60.8%. It must be noted that according to the declaration, the duplex lots are only counted as one vote so an owner that owns on-half of a duplex home only have ½ votes. Thus, some of the signature pages are marked as left "L" or right "R" side as viewed from the street.

I look forward to discussing this information with you and for submission to the Common Council for ratification.

Sincerely,

Neumann Companies, Inc.

A handwritten signature in black ink, appearing to read "Kevin Anderson", is written over the typed name below.

Kevin Anderson

**FIRST AMENDMENT TO THE
DECLARATION OF
RESTRICTIONS FOR PRAIRIE
GRASS PRESERVE**

Document Number

Document Title

Recording Area

Name and Return Address:

Prairie Grass Homeowner's
Association

P.O. Box 320051

Franklin, WI 53132

PIN:

This First Amendment to Declaration of Restrictions for Prairie Grass Preserve ("Amendment") is entered into this ____ day of _____, 2013, by Prairie Grass Preserve Homeowners Association, Inc., a non-profit non-stock corporation (the "Association").

RECITALS

WHEREAS, Prairie Grass Preserve, LLC ("Developer") created that certain Declaration of Restrictions for Prairie Grass Preserve dated January 04, 2005 and recorded on January 19, 2005 as Document No. 08939307 in the office of the Register of Deeds of Milwaukee County, Wisconsin (the "Declaration"). The Declaration encumbers certain real property located in the City of Franklin ("City"), Milwaukee County, Wisconsin as more fully described on Exhibit A attached hereto ("Property"); and

WHEREAS, Section 21 of the Declaration allows the Declaration to be amended by recording a document to that effect executed by the owners of at least sixty percent (60%) of all then-existing platted lots in the Development; and

WHEREAS, The Association desires to amend the Declaration as follows.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals and pursuant to Section 2 of the Declaration, the Association hereby modifies, supplements and amends the Declaration as follows:

1. Section 2 – General Applicability shall be deleted in its entirety and replaced with the following:

General Applicability Unless specifically stated otherwise within this Declaration, all of the restrictions stated in this Declaration are applicable to all lots in Prairie Grass Preserve which shall consist of the following:

- a. Lots 1 thru 30 and Lots 49 thru 54 shall only be Single-Family Lots and shall conform to the building restrictions as outlined in Section 3 of the Declaration.
- b. Lots 31 thru 48 and 55 thru 65 may be either Single-Family or Duplex Lots and shall conform to the building restrictions as outlined in Section 3 or Section 4 of the Declaration.

2. Ratification of Declaration: Except as expressly modified by this Amendment, all other terms of the Declaration shall remain in full force and effect and binding upon the parties hereto. In the event of any conflict or inconsistency between the terms and conditions of this Amendment and the Declaration, the terms and conditions of the Amendment shall control and govern. In all other respects, the terms and conditions of the Declaration are hereby ratified in their entirety and shall remain in full force and effect according to its terms.

3. Authority: The parties executing this Amendment constitute the collective owners of at least 60% of the platted lots subject to the Declaration at the time of this agreement; at least 39 lots.

IN WITNESS WHEREOF, this First Amendment to the Declaration of Restrictions for Prairie Grass Preserve is ratified by the owners of at least 60% of the lots and the City of Franklin Common Council as of the date first written above.

[SIGNATURES ON FOLLOWING PAGES]

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: Address: City:



ACKNOWLEDGMENT

STATE OF WISCONSIN MILWAUKEE COUNTY

Personally came before me this 14 day of November 2012 the above named ... Owner to me known to be the person who executed the foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin My commission expires 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: Address: City:



ACKNOWLEDGMENT

STATE OF WISCONSIN MILWAUKEE COUNTY

Personally came before me this 14 day of November 2012 the above named ... Owner to me known to be the person who executed the foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin My commission expires 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: Address: City:



ACKNOWLEDGMENT

STATE OF WISCONSIN MILWAUKEE COUNTY

Personally came before me this 14 day of November 2012 the above named ... Owner to me known to be the person who executed the foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin My commission expires 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: Address: City:



ACKNOWLEDGMENT

STATE OF WISCONSIN MILWAUKEE COUNTY

Personally came before me this 14 day of November 2012 the above named ... Owner to me known to be the person who executed the foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin My commission expires 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: Address: City:

ACKNOWLEDGMENT

STATE OF WISCONSIN MILWAUKEE COUNTY

Personally came before me this 14 day of November 2012 the above named ... Owner to me known to be the person who executed the foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin My commission expires: 3-27-16



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: Address: City:



ACKNOWLEDGMENT

STATE OF WISCONSIN MILWAUKEE COUNTY

Personally came before me this 14 day of November 2012 the above named ... Owner to me known to be the person who executed the foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin My commission expires 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: Address: City:



ACKNOWLEDGMENT

STATE OF WISCONSIN MILWAUKEE COUNTY

Personally came before me this 14 day of November 2012 the above named ... Owner to me known to be the person who executed the foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin My commission expires 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner
Address
City
By

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this ____ day of November, 2012, the above named
Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin
My commission expires

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner
Address
City
By

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this ____ day of November, 2012, the above named
Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin
My commission expires
Wendy Lee Clevon
Notary Public
State of Wisconsin
My commission expires

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner
Address
City
By

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this ____ day of November, 2012, the above named
Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin
My commission expires

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner
Address
City
By

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this ____ day of February, 2013, the above named
Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin
My commission expires



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner
Address
City
By



ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 17 day of November, 2012, the above named Lot Owner to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 7/12/13

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

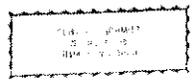
Lot Owner
Address
City
By

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 17 day of November, 2012, the above named Lot Owner to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 7/12/13



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner
Address
City
By



ACKNOWLEDGMENT

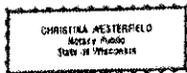
STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 17 day of November, 2012, the above named Lot Owner to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 7/27/13

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner
Address
City
By



ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 17 day of November, 2012, the above named Lot Owner to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 7/27/13

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner
Address
City
By

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 17 day of November, 2012, the above named Lot Owner to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 7/27/13



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner

Address 2772 S. Argyle Court

City La

By [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN

MILWAUKEE COUNTY

Personally came before me this 27 day of November 2012, the above named
Owner to me known to be the person who executed the
foregoing instrument and acknowledge the same
[Signature]
Notary Public, State of Wisconsin
My commission expires 11/15/13

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner

Address

City

By

ACKNOWLEDGMENT

STATE OF WISCONSIN

MILWAUKEE COUNTY

Personally came before me this _____ day of November 2012, the above named
Owner to me known to be the person who executed the
foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin
My commission expires _____

Subscribed and sworn to before me
this _____ day of _____ 20____
Notary Public, State of Wisconsin
My Commission expires _____

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner

Address 2019 S. Beloit Street

City La

By [Signature] (Richard Papp)

ACKNOWLEDGMENT

STATE OF WISCONSIN

MILWAUKEE COUNTY

Personally came before me this _____ day of November, 2012, the above named
Owner to me known to be the person who executed the
foregoing instrument and acknowledge the same

[Signature]
Notary Public, State of Wisconsin
My commission expires _____

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner

Address

City

By

ACKNOWLEDGMENT

STATE OF WISCONSIN

MILWAUKEE COUNTY

Personally came before me this _____ day of _____ 2013, the above named
Owner to me known to be the person who executed the
foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin
My commission expires _____



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: [Signature]
Address: 312 S. North St
City: [Signature]
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 12 day of November, 2012, the above named [Signature] Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 3/31/13



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: [Signature]
Address: [Signature]
City: [Signature]
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 12 day of November, 2012, the above named [Signature] Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 3/31/13

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: [Signature]
Address: [Signature]
City: [Signature]
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 14 day of November, 2012, the above named [Signature] Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 3/31/13



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: [Signature]
Address: [Signature]
City: [Signature]
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 12 day of November, 2012, the above named [Signature] Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 3/31/13



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: [Signature]
Address: [Signature]
City: [Signature]
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 14 day of November, 2012, the above named [Signature] Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 3/31/13

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: M. J. HALL, JR.
Address: 1200 W. WISCONSIN ST.
Lot(s): 53 34 24 247 05
By: [Signature]



ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 5 day of February, 2013, the above named
M. J. HALL, JR. Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 3/31/2015

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: MOORE, J. D.
Address: FRANKLIN, WI 53132
Lot(s): [Blank]
By: Jeanne M. Janelus [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 17 day of November, 2012, the above named
Jeanne M. Janelus Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 11/1/2014



WI 54 2012 JA 27 FAX 442735148 18127516 @661 0002

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: George E. Bottaris, Jr.
Address: 9076 S. Concession Cr. East
Lot(s): Lot 418, Unit 207a
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 30 day of November, 2013, the above named
George E. Bottaris, Jr. Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 5/1/2015



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner: [Blank]
Address: [Blank]
Lot(s): [Blank]
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Personally came before me this 21 day of December, 2013, the above named
[Blank] Owner, to me known to be the person who executed the
foregoing instrument and acknowledge the same.

[Signature]
Notary Public, State of Wisconsin
My commission expires 3/31/15

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: _____
Address: _____
City: _____
By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Milwaukee) ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013, the above named _____ Owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____



Owner: _____
Address: _____
City: _____
By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Milwaukee) ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013, the above named _____ Owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

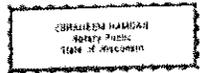
Lot Owner: _____
Address: _____
City: _____
By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Milwaukee) ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013, the above named _____ Owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: _____
Address: _____
City: _____
By: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Milwaukee) ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 2013, the above named _____ Owner to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires _____

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner _____
Address _____
City _____
By _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 23 day of November 2012, the above named
George F. Lambie Owner to me known to be the person who executed the
foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin
My commission expires 2/27/11

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner _____
Address _____
City _____
By _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this _____ day of November 2012, the above named
Owner to me known to be the person who executed the
foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin
My commission expires _____

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner George F. Lambie
Address 9531 W. Prairie Grass Way Franklin WI 53112-7000
City 32
By _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 23 day of November 2012, the above named
George F. Lambie Owner to me known to be the person who executed the
foregoing instrument and acknowledge the same



Notary Public, State of Wisconsin
My commission expires 2/27/11

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner _____
Address _____
City _____
By _____

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this _____ day of November 2012, the above named
Owner to me known to be the person who executed the
foregoing instrument and acknowledge the same

Notary Public, State of Wisconsin
My commission expires _____



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: Address: 8904 S CEDARSS RD W Lot(s): 59R By: BARBARA R GUYAS @ Barrett Hayes

ACKNOWLEDGMENT

STATE OF WISCONSIN MILWAUKEE COUNTY

Personally came before me this 29th day of November 2013, the above named Barbara R Guyas Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin My commission expires 03/31/2016



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: Janelle Belmont Address: 9012 S CEDARSS RD Lot(s): 59R By: Janelle Belmont

ACKNOWLEDGMENT

STATE OF WISCONSIN MILWAUKEE COUNTY

Personally came before me this 20 day of November 2013, the above named Janelle Belmont Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin My commission expires 03/31/2013



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: Address: 9012 S CEDARSS RD Lot(s): 59R By: Janelle Belmont

ACKNOWLEDGMENT

STATE OF WISCONSIN MILWAUKEE COUNTY

Personally came before me this 11 day of February 2013, the above named Janelle Belmont Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin My commission expires 03/31/2016



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner
Address
City
By

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this _____ day of _____, 2013, the above named Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission expires _____



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

Lot Owner
Address
City
By

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this _____ day of _____, 2013, the above named Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission expires _____



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

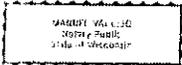
Lot Owner
Address: 9059 S Cordgrass Cir E
Lot #: 62
By: Andrew Genz

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 2 day of February, 2013, the above named Andrew Genz Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same.

Mona [Signature]
Notary Public, State of Wisconsin
My commission expires 12/31/14



DECLARATION OF RESTRICTIONS
FOR PRAIRIE GRASS PRESERVE

1-19-05
8439307

DOCUMENT TITLE

DOCUMENT NO.

RECORDING AREA

NAME AND RETURN ADDRESS

George B. Erwin, III
2300 North Mayfair Road
Suite 1175
Milwaukee, WI 53226

Parcel Identification Number

DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

KNOW ALL PERSONS BY THESE PRESENTS; that PRAIRIE GRASS PRESERVE, LLC is a limited liability company duly organized and existing under and by the virtue of the laws of the State of Wisconsin, (herein referred to as "*Developer*" which terms shall also include the duly authorized agent of Developer). Developer is the owner of the premises described as follows (herein referred to as "*Prairie Grass Preserve*").

PRAIRIE GRASS PRESERVE, being a subdivision of that part of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. Developer, intending to establish a general plan for the use, occupancy and enjoyment of Prairie Grass Preserve does hereby declare that, for the mutual benefit of present and future owners, Prairie Grass Preserve shall be subject to the following restrictions:

1. **General Purposes.** The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site in the development; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property, to preclude, as far as practicable, poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes, to insure a quality residential development; to encourage and secure the erection of attractive single-family homes in appropriate locations on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement in the Development and thereby to preserve and enhance the value of investments made by purchasers of building sites in the Development. No warranty or guarantee is given by Developer that such goals will preserve or enhance the value of an investment made in the Development.
2. **General Applicability** Unless specifically stated otherwise within this Declaration, all of the restrictions stated in this Declaration are applicable to all lots in Prairie Grass Preserve which shall consist of 36 single-family and 29 duplex lots.
3. **Building Restrictions, Single-Family Lots** The following restrictions are applicable to all single-family lots.
 - a. Only one 1-story, 1 ½-story, 2-story, split-level or bi-level single-family residential building and attached garage may be erected per lot.
 - b. A single story Residence shall have a minimum of 2000 square feet of living area on the first floor.
 - c. A story and one-half Residence shall have a minimum of 2200 square feet of living area, with a minimum of 1500 square feet of living area on the first floor of the Residence.
 - d. A two-story Residence shall have a combined minimum of 2400 square feet of living area on the first and second floors of the Residence.
 - e. A split-level, bi-level or tri-level Residence shall have a combined minimum of 2400 square feet of living area on the upper two floors of the Residence.

- f. Attached garages must be attached to the home directly, by breezeway, or in the basement of the home, and must be constructed at the same time as the home. Side entry garages are encouraged, and may be required by developer.
- g. The house, garage and paved driveways to the garage must be completed within one year after the first start of construction.
- h. The minimum setback and offsets shall comply with the R-3 zoning requirements.
- i. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed unacceptable by the Developer.
- j. All building plans, the exterior design of each building and basic site features such as fences, garden structures children's play structures, satellite dishes, swimming pools, additions and other temporary or permanent structures which affect the overall environment of the Development, must be approved by the Developer in writing prior to construction, and prior to application for a building permit when one is required. All landscape plans including species list shall be approved in writing by the Developer and Milwaukee Area Land Conservancy prior to installation.
- k. One outdoor electric post-mounted lamp with photoelectric controls and at the discretion of the Developer, one mailbox, must be installed on each lot in a location designed by the US Post Office, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the Developer. The lot owner must maintain the lamp in a proper operating manner. If the lamp is not maintained, the Prairie Grass Preserve Homeowner's Association will perform maintenance and the cost of such maintenance will be an assessment against the lot owner, payable within ten (10) days after the assessment.

4. **Building Restrictions, Duplex Lots** The intent of the duplex restrictions is to create a grouping of architecturally correct duplex homes of different style and character that will compliment the single family homes permitted in Prairie Grass Preserve Subdivision. To that end, the following restrictions apply:

- a. No building elevations shall be duplicated within the duplex area.
- b. The minimum size of an individual unit shall be 1450 square feet in area (two units per building).
- c. Minimum architectural requirements shall include the following:
 - 1. 8/12 roof pitch on main roof.
 - 2. Balanced windows on all four elevations.
 - 3. Break-up of long roof lines and building planes.
 - 4. Window detailing including 5/4" trim or shutters.
 - 5. 5 1/2" corner boards.
 - 6. Paneled garage doors.
- d. The minimum setback and offsets shall comply with the R-7 zoning requirement.
- e. The duplex home, garage and paved driveways to the garage must be completed within one year after the first start of construction.
- f. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unacceptable by the Developer.
- g. Garages must be attached to the duplex directly or by attached breezeway. Each duplex unit shall have a minimum of one two-car garage. One of the two garages must be side entry.

- h. All building plans, the exterior design of each building and basic site features such as landscaping, lighting, fences, garden structures, children's play structures satellite dishes, swimming pools, additions and other temporary or permanent structures or elements which affect the overall environment of the Development, must be approved by the Developer in writing prior to construction, and prior to application for a building permit when one is required. All landscape plans including species list shall be approved in writing by the Developer and Milwaukee Area Land Conservancy prior to installation.
 - i. One outdoor electric post-mounted lamp with photoelectric controls, and at the discretion of the developer, one mailbox must be installed on each duplex lot in a location designated by the Post Office, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the Developer. The lamp must be maintained by the owner of the building or the condominium association, as applicable in a proper operating manner. If the lamp is not maintained, Prairie Grass Preserve Homeowner's Association will perform maintenance and the cost of such maintenance will be an assessment against the building owner or condominium association payable within ten (10) days after the date of the assessment.
 - j. All duplex buildings (containing two dwelling units) shall at all times of occupancy have a minimum of one of the two units occupied by an owner of the subject real estate. The other unit may be a rental unit. This restriction shall not be construed as not permitting condominium duplexes.
5. **Wetlands Preservation** Delineated on the Final Plat of Prairie Grass Preserve are wetlands as mapped by the Developer ("Restricted Area"). The following restrictions apply to these wetlands:
- a. The lots affected by these wetland restrictions are: 1, 2, 3, 4, 5, 10, 11, 12, 13, 25, 26, 33, 34, 36, 37, 42, 43, 44, 45 and 48.
 - b. Grading and filling shall be prohibited in the Restricted Area. At a location 30' off of the wetland line orange snow fence and silt fence will be installed and maintained until all landscaping is complete and an established growth of grass is present. At no time for any reason shall this fence line be crossed.
 - c. The removal of topsoil or other earthen materials from these Restricted Areas shall be prohibited.
 - d. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited in the Restricted Area, with the exception of the removal of dead, diseased or dying vegetation at the discretion of the landowner or silvicultural thinning or prairie or wetland restoration upon the recommendation of a forester or naturalist and the approval of the City of Franklin.
 - e. Grazing by domesticated animals, i.e., horses, cows, etc. shall not be permitted in the Restricted Area.
 - f. The introduction of plant materials not indigenous to the existing environment of the wetland preservation shall be prohibited in the Restricted Area.
 - g. Construction of buildings or structures within the Restricted Area and 30 foot buffers is prohibited and any alterations to a pre-approved building envelope showing building setbacks will require the full approval of the City of Franklin.
6. **Signs** No sign or banner of any kind may be placed or displayed to public view on any lot,

except: 1) One sign not more than six square feet advertising the property for sale, and 2) One standard sign (showing the lot owner's name) as may be approved by the City for uniform use in terms of size, design, appearance and location for each lot in the Development and 3) Such signs as the Developer or the City may approve for placement on those lots affected by the entry landscaping for the purpose of advertising Subdivision.

7. **Lot Grading** Each lot owner must strictly adhere to and finish grade his lot in accordance with the Master Grading Plan on file in the office of the Subdivider and the office of the City Building Inspector unless a change is approved by the City Engineer. The Subdivider and/or the City and/or the agents, employees or independent contractors shall have the right but not the responsibility to enter upon any lot, at any time, for any purpose of inspection, maintenance, correction of any drainage conditions and the property owner is responsible for the cost of the same.
8. **Homeowner's Association** An incorporated association of the owners of single-family lots in Prairie Grass Preserve is hereby created for the purposes of managing and controlling Common Areas as defined below, and performing other duties as set forth herein for the common benefit of the Homeowners. This Owner's Association will formally be titled Prairie Grass Preserve Homeowner's Association, Inc. and is referred to herein as "*The Association*". The membership of The Association will be comprised of the Lot Owners or the authorized agents of the Lot Owners in the Development. Members of The Association are referred to herein as the "*Homeowners*". Residents and other lot owners of The Association are encouraged to join Milwaukee Area Land Conservancy, Inc., a U.S. Internal Revenue Code §501(c)(3) Conservation Organization ("MALC") as individuals and families at the regular dues rates by signing agreement to the MALC Mission Statement and Standards of Ethical Practice for Natural Area Management. As part of this commitment, MALC's liability insurance for the conservancy area will name The Association as co-insured. Likewise, The Association shall provide liability insurance for all other outlot and common areas naming MALC as co-insured. Annual assessments for Lot Owners shall include \$25.00 per lot contribution to MALC by the Association, which may be amended from time to time by the Association. The Association shall be entitled to one vote per separate MALC Agreement.
9. **Board of Directors**. The Association will be governed by a Board of Directors consisting of three directors. This Board of Directors is referred to herein as "*The Board*". The Board will conduct and manage all of the responsibilities of the Association. The members of the Board will be selected as detailed in the Bylaws of the Homeowner's Association.
10. **Board Meetings**. All meetings of the Board will be open to Homeowners and will be held upon not less than three (3) days prior written notice to all of the Homeowners except as otherwise provided in the Bylaws. Two (2) members of the Board constitute a quorum. Actions of the Board are by majority vote.
11. **Board Liability** Members of the Board are not liable to a Lot Owner or any other party for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents of employees of the Board.

The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

12. **Common Areas Definition** Wherever used in this Declaration, the term Common Area means:
 - a. All landscaped areas contained within any lot or outlot subject to a landscape easement as depicted on the Final Plat for Prairie Grass Preserve.
 - b. Any storm water pipe retention or detention ponds or easement areas contained on private lots or outlots as depicted on the Final Plat for Prairie Grass Preserve or separate easement agreement.
 - c. Any area within the Subdivision that is designated as a Common Area on the Recorded Plat for Prairie Grass Preserve.

13. **Storm Water Retention Ponds** The storm water retention ponds located in Prairie Grass Preserve have been created by the Developer and were required by the City of Franklin to assist in the removal and retention of storm water from Prairie Grass Preserve. The lots adjacent to the retention ponds are: 13, 14, 15, 40, 43, 44, 45, 46, 47, 48, 49, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, and 63. The Association is responsible for the maintenance of the retention ponds, which includes, but not limited to, clean out of construction silt after 95% of the lots have their landscape completed, maintain vegetation around the ponds, and maintaining the inlets, the outlets and erosion protection for Prairie Grass Preserve. The storm water retention ponds are not intended to be used for swimming or recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Any persons entering on it or using the storm water retention ponds either intentionally or accidentally do so at their own risk. By purchase of a lot or unit in Prairie Grass Preserve, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives to the fullest, extent permitted by law, any and all claims for liability against the Declarant, the Developer, Prairie Grass Preserve Homeowner's Association, The City of Franklin, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention ponds. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Declarant, the Developer, Prairie Grass Preserve Homeowner's Association, The City of Franklin and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees) including those arising from any injury or damage to any person (including death) or property damage sustained in or about or resulting from their use or existence of the storm water retention ponds.

14. **House Grades & Lot Grading** Each Owner must adhere to and finish grade their lot to the recorded elevation on the Master Grading Plan, Plat of Survey or any amendment thereto approved by the City Engineer on file in the office of the City Engineer. Each Owner, at the time of home construction and finish grading, shall also be responsible for grading their lots so as to direct drainage toward the street or other established drainageways and to prevent an increase in drainage on to neighboring property. This shall be accomplished by creating the representative swales at the elevations shown on the Plat of Survey along the common lot line. If the existing conditions prevent the correct drainage the Plat of Survey will govern. The Developer and/or the

City and/or their respective agents, employees or independent contractors shall have the right to enter upon any lot, at any reasonable time, for the purpose of inspection, maintenance and correction of any drainage conditions and the Owner is responsible for the same.

15. **Utility Easements** Developer has the right to grant and convey easements to the City or to any public or private utility company upon, over, through or across those portions of any lot in the Development within 10 feet of any lot line for purposes of allowing the City or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any lot or lots or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot Owner, until such time as Developer has conveyed legal title to all lots platted or to be platted in the Subdivision to persons other than a successor-Developer.
16. **Maintenance Easements** Lots 1, 2,3, 6, 7, 8, 15, 16, 17, 18, 19, 20, 24, 25, 26, 27, 31, 32, 33, 36, 39, 40, 41, 42, 43, 44, 45, 46, 47, 51, 52, 53, 55, 56, 59, 60, 63, 64 and 65 in Prairie Grass Preserve have or will have drainage easements. These easements are restricted to only such areas, methods of access and duration as are reasonably required to perform necessary maintenance to the easements or storm sewer contained therein. With respect to the ponds, maintenance includes, but is not limited to, silt and sediment removal, trash removal, animal control and installation and maintenance of safety barriers or other devices as deemed necessary by the Developer, the City or the Homeowner's Association.
17. **No Agency for Other Owners** No Owner, other than members of the Association's Board, has any authority to act for the Association or the other Owners, as agent or otherwise, or to bind the Association or the other Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.
18. **Service on Association** Service of process upon the Association for all matters must be made upon one of the members of the management committee of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Milwaukee County, Wisconsin.
19. **No Waiver of Rights** Any failure of the Association or the Board to enforce any provisions contained in this Declaration will not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent action.
20. **Enforcement of Obligation by City** If the Association fails to discharge its duties under the Declarations within sixty (60) days of written demand to do so by the City, the City may enter the affected property to remedy same using its own employees or contracting with others, and taking such actions as is necessary in its sole discretion to correct it. All costs associated with such corrective action shall be levied as a special charge for current services against all properties benefiting therefrom, in accordance with Section 66.0627 or as a special assessment under Section 66.0703 of the Wisconsin Statutes, at the City's discretion. The performance of any such work shall not be deemed an act of dedication to the public, nor shall it constitute an assumption by the City of any duty to perform any other or further work. This paragraph may be

amended only with the express consent of the City.

21. **Amendments** This Declaration may be amended by recording in the office of the Register of Deeds for Milwaukee County, Wisconsin a document to that effect executed by the owners of at least sixty percent (60%) of all then-existing platted lots in the Development, and their mortgagors, with all signatures duly notarized. Any and all amendments to this document must be approved by the city of Franklin Common Council. Such amendment will become effective only upon recording. Notwithstanding the foregoing provisions of this Section, The Developer may amend this Declaration without the consent of any of the lot Owners solely to effect an expansion of Prairie Grass Preserve to include contiguous parcels of real estate as may be acquired by Developer from time to time, or to amend the Declaration for subsequent phases.
22. **Duration of Restrictions** These restrictions will be in force perpetually from the date hereof and will be deemed to run with the land, to bind the Owners and their heirs, successors and assigns and be enforceable by any Owner and to the extent permitted by Section 20 above, the City of Franklin.
23. **Conservation Agreement and Protective Covenants.** The Developer had deed Outlot 2 and Outlot 3 of the final plat to MALC for purposes of protection and enhancement of a remnant prairie and other natural features. Developer has entered into a Declaration of Deed Restrictions, Conservation Agreement and Protective Covenants concerning these outlots which are referenced therein as the Protected Property. Under the terms of that Agreement, portions of the Subdivision are restricted by covenants and prohibited uses. Enforcement of the restrictions and covenants are the responsibility of the Association as to areas outside the Protected Property and The MALC as to areas inside the Protected Property and the 30 feet adjacent to the Protected Property as detailed below. Those restrictions are [Note: The City of Franklin has other easement rights to property outside the Protected Property, arising from separate easement documents]:
 - a. The owners of the lots in the Subdivision and their invitees, and the general public shall not construct or make any development improvements or commence construction of any buildings or any structure within thirty (30) feet of the Protected Property unless approved by MALC and the City. All lands, whether owned by Homeowners or common space owned by the Association adjacent to or within thirty (30) feet of the Protected Property shall not have applied to the land any pesticides, as defined by s. 94.67, Wis. Stats., as it may be amended, The foregoing notwithstanding, birdhouses, benches, fences and other similar improvements may be placed in the thirty-foot buffer upon the approval of MALC, which approval shall not be unreasonably withheld.
 - b. The owners of the lots in the Subdivision and their invitees, and the general public shall not conduct any filling, dumping or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris within the Protected Property except as part of the restoration, maintenance or protection of the Protected Property as conducted by MALC or as approved by the Wisconsin Department of Natural Resources, MALC and the City.

- c. The owners of the lots in the Subdivision and their invitees, and the general public shall not plant any vegetation whatsoever within the Protected Property unless authorized and supervised by MALC.
- d. The owners of the lots in the Subdivision and their invitees, and the general public shall not plant honeysuckle, purple loosestrife; both common and glossy buckthorn or other species listed on the WDNR invasive weed list or City's noxious weed list within the granted easement areas, stormwater detention basins, or on any residential site of the Prairie Grass Preserve Subdivision; or as part of any landscape approval for an individual lot or outlot within the Prairie Grass Preserve Subdivision.
- e. The owners of the lots in the Subdivision and their invitees, and the general public shall not plant any *native* herbs, shrubs, forbs, flowers or other plants, not including turf, that does not have the approval of MALC regarding the seed source as a native local genotype originating within a radius of fifty (50) miles of the Protected Property except as provided in Paragraph 9 of the Declaration of Deed Restrictions, Conservation Agreement and Protective Covenants.
- f. The owners of the lots in the Subdivision and their invitees, and the general public shall not remove any plant material, or animals from the Protected Property unless approved by the MALC's board of directors.
- g. The owners of the lots in the Subdivision and their invitees, and the general public shall not permit anyone to ride bicycles on the Protected Property.
- h. The owners of the lots in the Subdivision and their invitees, and the general public shall not permit anyone to operate snowmobiles, dune buggies, motorcycles, scooters, all-terrain vehicles or any other type of motorized vehicles within the Protected Property.
- i. The owners of the lots in the Subdivision and their invitees, and the general public shall not provide any person or organization with access for motorized vehicles for the purposes of maintaining stormwater basins through or across the Protected Property.
- j. The owners of the lots in the Subdivision and their invitees, and the general public shall not allow dogs within the Protected Property except guide dogs.
- k. The owners of the lots in the Subdivision and their invitees, and the general public shall allow MALC, its members, guests and invitees shared access of the areas granted for stormwater basin access as depicted in Exhibit B for purposes of maintenance, restoration, research, public education and enjoyment of the Protected Property.
- l. The owners of the lots in the Subdivision shall pay an annual \$25.00 assessment as amended from time to time by the Association (to adjust for the change in the Consumer Price Index, All Goods, Milwaukee Region or any similar successor index) to MALC to aid in the cost and expenses of MALC's discharge of its duties hereunder and pursuant to the Declaration of Deed Restrictions, Conservation Agreement and Protective Covenants.

Such fee shall be collected by the Homeowners Association and remitted to MALC on an annual basis commencing in 2005 and paid on or before December 31 of each year.

This Declaration is executed by the Developer's signature below and is effective upon recording by the Milwaukee County Register of Deeds.

Prairie Grass Preserve, LLC



William W. Carity, Member



P. Kenneth Servi, Member

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 4 day of January, 2005, the above-named William W. Carity and P. Kenneth Servi, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, Milwaukee County, Wisconsin
My Commission Expires 4.23.06

This document drafted by:
William W. Carity
Carity Land Corp.
12720 West North Avenue
Brookfield, WI 53005

PRAIRIE GRASS PRESERVE

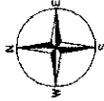
A RE-DIVISION OF CERTIFIED SURVEY MAP NUMBER 8482, AND UNPLATTED LANDS IN THE SOUTHWEST QUARTER (SW 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

LOT 2
C.S.M. NO. 1598

N. LINE OF THE S 1/2 OF THE NE 1/4 SEC 20-5-21

613.79'

756.72'



There are no objections to this plat with respect to s. 236.13, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stat., as provided by s. 236.12, Wis. Stat.

Robert J. Doney
Certified Professional Surveyor
Department of Transportation
Wisconsin

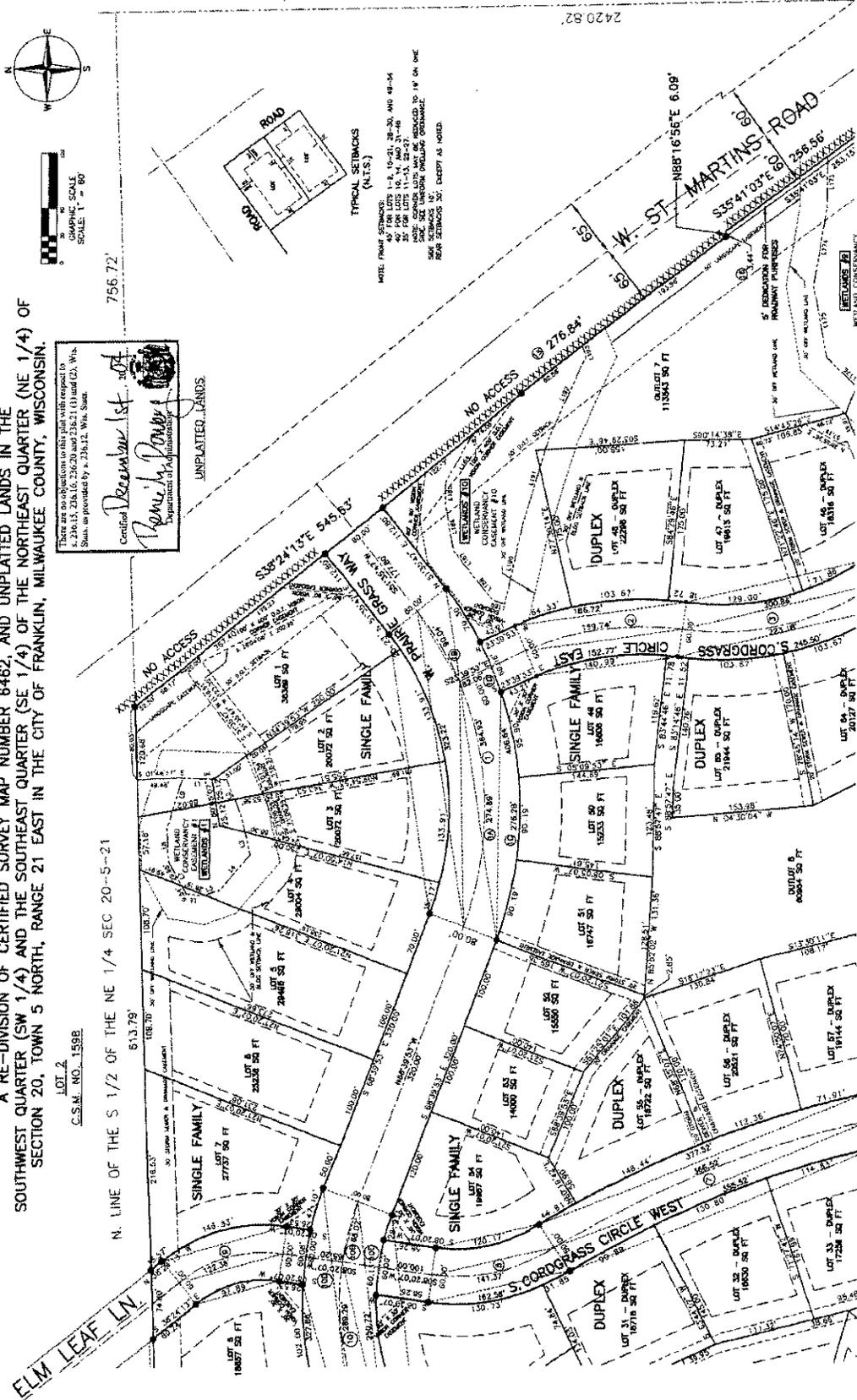
UNPLATTED LANDS

TYPICAL SETBACKS (N.T.S.)

NOTE: FRONT SETBACKS:
FOR LOTS 1-4, 10-20, 28-30, AND 48-54
FOR LOTS 15, 17, AND 31-46
FOR LOTS 55-57, 61-63, AND 65-67
NOTE: SETBACKS WITH "X" ARE TO BE REDUCED TO 10' ON ONE SIDE UNLESS OTHERWISE NOTED.
SEE SETBACKS TO BE MAINTAINED DURING CONSTRUCTION.
REAR SETBACKS TO BE CLEARED AS NOTED.

EAST LINE OF THE NE 1/4 SEC 20-5-21, S 00°30'51" E 2650.64'

2420.82'



Robert J. Doney
REVISIONS:
REVISED THIS 10TH DAY OF SEPTEMBER, 2004
REVISED THIS 15TH DAY OF SEPTEMBER, 2004
REVISED THIS 17TH DAY OF DECEMBER, 2004



PIONEER ENGINEERING AND SURVEYING, L.L.C.
A LIMITED LIABILITY COMPANY
2000 W. NORTH AVE., SUITE 200
FRANKLIN, WISCONSIN 53141
TEL: 262.785.1949 FAX: 262.785.1949

NOTE: THIS FINAL PLAT IS SUBJECT TO A DECLARATION OF DEED RESTRICTIONS, CONSERVATION AGREEMENT AND PROTECTIVE COVENANTS WHICH IS AN EXHIBIT TO THIS PLAT

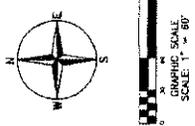
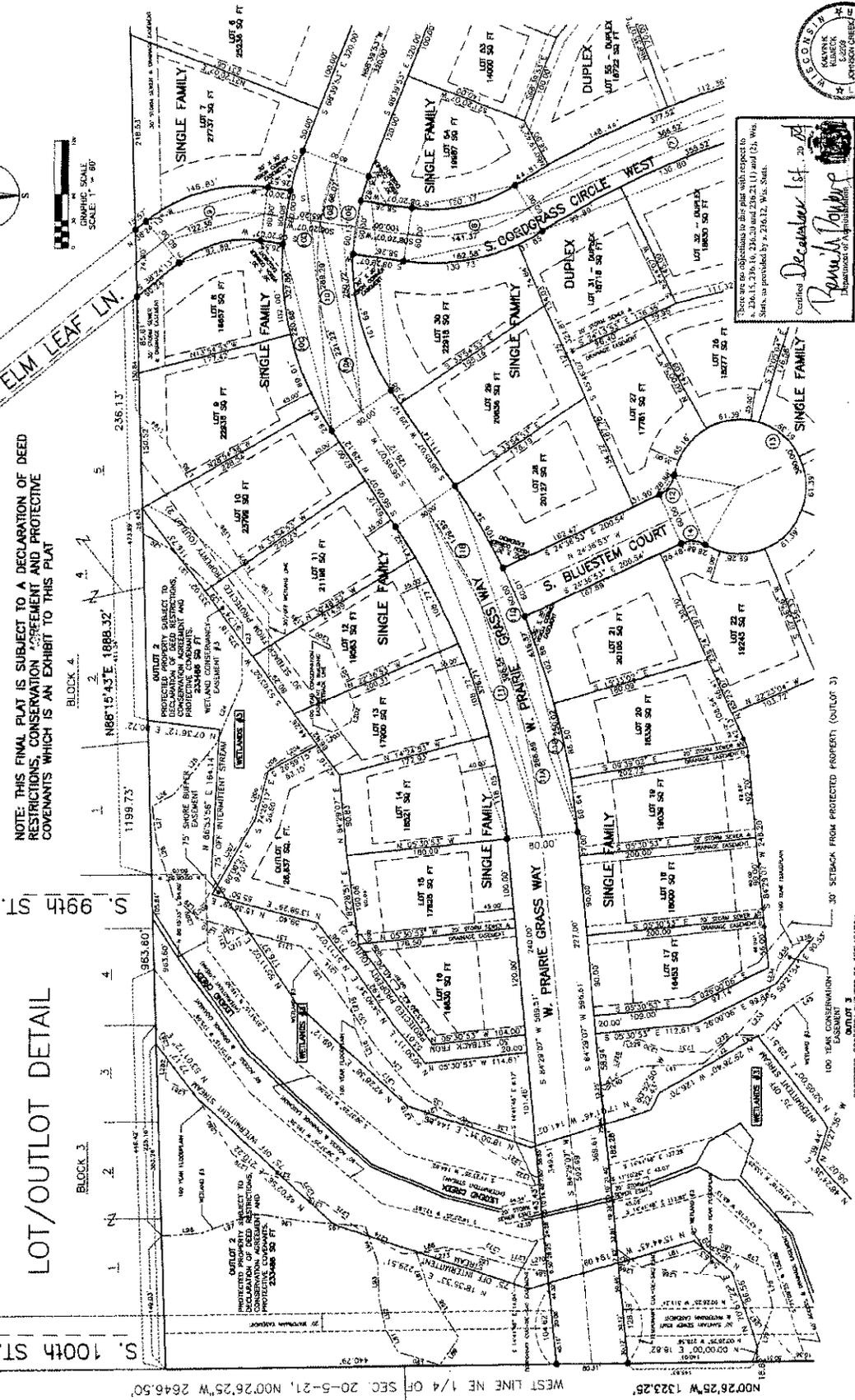
LOT/OUTLOT DETAIL

OWNER: PRAIRIE GRASS PRESERVE, LLC 12720 W. North Ave., Brookfield, WI 53005 Ph: (262) 785-1988 FAX: (262) 785-1949
This instrument prepared by KALVIN K. KLIMECK R.L.S. OF PIONEER ENGINEERING AND SURVEYING, L.L.C., 3902 C.I.R., B* Johnson Creek, WI

PRAIRIE GRASS PRESERVE

A RE-DIVISION OF CERTIFIED SURVEY MAP NUMBER 6462, AND UNPLATTED LANDS IN THE SOUTHWEST QUARTER (SW 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

LOT/OUTLOT DETAIL



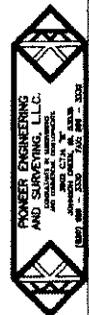
There are no objections to this plat with respect to the platting of the lots and outlots shown hereon, as provided by s. 236.12, Wis. Stat.

Certified December 1st, 2012

Rebecca J. Taylor
Milwaukee County Register



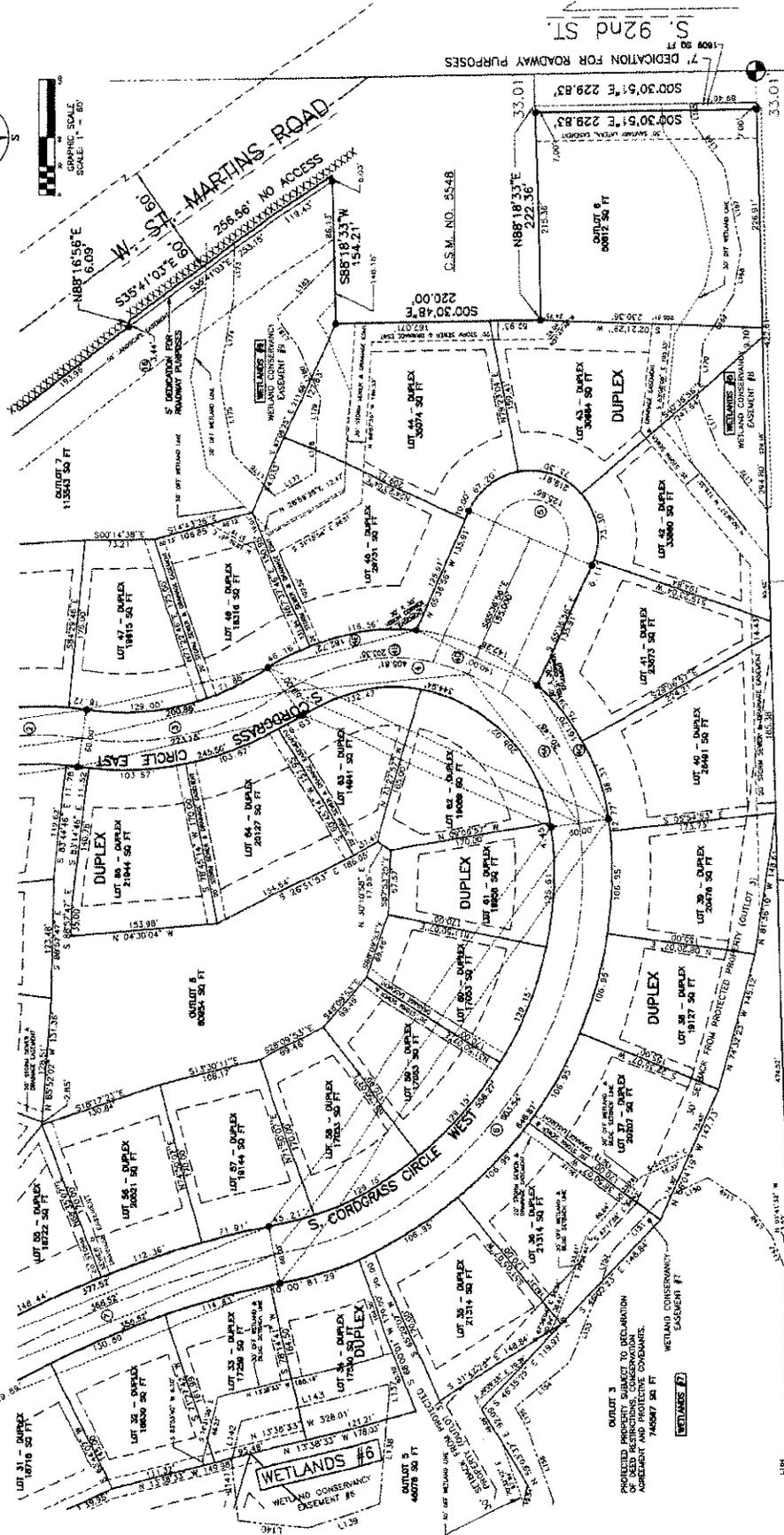
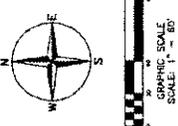
RECEIVED
MILWAUKEE COUNTY REGISTER'S OFFICE
MILWAUKEE, WISCONSIN
RECEIVED THIS 10TH DAY OF SEPTEMBER, 2004
RECEIVED THIS 15TH DAY OF AUGUST, 2004
RECEIVED THIS 15TH DAY OF DECEMBER, 2004



OWNER: PRAIRIE GRASS PRESERVE, LLC 17220 W. North Ave., Brookfield, WI 53005 Ph.: (262) 785-1968 Fax: (262) 785-1949
This instrument prepared by KALVIN K. KLMECK R.L.S. of PIONEER ENGINEERING AND SURVEYING, LLC, 3902 C.T.H. "B" Johnson Creek, WI

PRAIRIE GRASS PRESERVE

A RE-DIVISION OF CERTIFIED SURVEY MAP NUMBER 6482, AND UNPLATTED LANDS IN THE SOUTHWEST QUARTER (SW 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



S. LINE OF THE NE 1/4 OF SEC 20-5-21, S88°16'28"W 2645.70'

S88°18'28"W 2613.69'

NOTE: THIS FINAL PLAT IS SUBJECT TO A DECLARATION OF DEED RESTRICTIONS, CONSERVATION AGREEMENT AND PROTECTIVE COVENANTS WHICH IS AN EXHIBIT TO THIS PLAT

There are no objections to this plat with respect to s. 234.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified December 14, 2004

Kevin H. Payne
 Department of Agriculture
 WISCONSIN DEPARTMENT OF AGRICULTURE

REGISTERED PROFESSIONAL ENGINEER AND SURVEYOR, L.L.C.

WETLAND CONSERVATION AND SURVEYING, L.L.C.
 1000 W. WISCONSIN AVE., SUITE 200
 MILWAUKEE, WI 53233
 (414) 224-1111
 WWW.WETLANDCONSERVATIONANDSURVEYING.COM

RECEIVED
 DEPARTMENT OF AGRICULTURE
 DIVISION OF LAND USE AND ZONING
 1000 W. WISCONSIN AVE., SUITE 200
 MILWAUKEE, WI 53233
 (414) 224-1111
 WWW.WETLANDCONSERVATIONANDSURVEYING.COM

RECEIVED THIS 15TH DAY OF DECEMBER, 2004
 REVISIONS TO THIS INSTRUMENT MADE BY DEED
 RECORDED THIS 15TH DAY OF DECEMBER, 2004
 REVISIONS TO THIS INSTRUMENT MADE BY DEED
 RECORDED THIS 15TH DAY OF DECEMBER, 2004



LOT/OUTLOT DETAIL

There are no objections to this plan with respect to
 s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis.
 Stat. as provided by s. 236.12, Wis. Stat.

Deborah J. St. John
 Registrar

Rene M. Johnson
 Department of Transportation

PRAIRIE GRASS PRESERVE

A RE-DIVISION OF CERTIFIED SURVEY MAP NUMBER 6462, AND UNPLATED LANDS IN THE
 SOUTHWEST QUARTER (SW 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF
 SECTION 20, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

100 YR FLOODPLAIN
 DISTANCE
 1.00 3.00 5.00 10.00 15.00 20.00 25.00 30.00 35.00 40.00 45.00 50.00 55.00 60.00 65.00 70.00 75.00 80.00 85.00 90.00 95.00 100.00

MAIN CURVE AND LOT CURVE TABLE

CURVE	LOT	AREA	PERCENT	BEARING	LENGTH	CHORD	CHORD ANGLE	BEARING	LENGTH	CHORD	CHORD ANGLE
1	1.1	1.1	1.1	S 89° 57' 00" W	1.1	1.1	1.1	S 89° 57' 00" W	1.1	1.1	1.1
1	1.2	1.2	1.2	S 89° 57' 00" W	1.2	1.2	1.2	S 89° 57' 00" W	1.2	1.2	1.2
1	1.3	1.3	1.3	S 89° 57' 00" W	1.3	1.3	1.3	S 89° 57' 00" W	1.3	1.3	1.3
1	1.4	1.4	1.4	S 89° 57' 00" W	1.4	1.4	1.4	S 89° 57' 00" W	1.4	1.4	1.4
1	1.5	1.5	1.5	S 89° 57' 00" W	1.5	1.5	1.5	S 89° 57' 00" W	1.5	1.5	1.5
1	1.6	1.6	1.6	S 89° 57' 00" W	1.6	1.6	1.6	S 89° 57' 00" W	1.6	1.6	1.6
1	1.7	1.7	1.7	S 89° 57' 00" W	1.7	1.7	1.7	S 89° 57' 00" W	1.7	1.7	1.7
1	1.8	1.8	1.8	S 89° 57' 00" W	1.8	1.8	1.8	S 89° 57' 00" W	1.8	1.8	1.8
1	1.9	1.9	1.9	S 89° 57' 00" W	1.9	1.9	1.9	S 89° 57' 00" W	1.9	1.9	1.9
1	2.0	2.0	2.0	S 89° 57' 00" W	2.0	2.0	2.0	S 89° 57' 00" W	2.0	2.0	2.0
1	2.1	2.1	2.1	S 89° 57' 00" W	2.1	2.1	2.1	S 89° 57' 00" W	2.1	2.1	2.1
1	2.2	2.2	2.2	S 89° 57' 00" W	2.2	2.2	2.2	S 89° 57' 00" W	2.2	2.2	2.2
1	2.3	2.3	2.3	S 89° 57' 00" W	2.3	2.3	2.3	S 89° 57' 00" W	2.3	2.3	2.3
1	2.4	2.4	2.4	S 89° 57' 00" W	2.4	2.4	2.4	S 89° 57' 00" W	2.4	2.4	2.4
1	2.5	2.5	2.5	S 89° 57' 00" W	2.5	2.5	2.5	S 89° 57' 00" W	2.5	2.5	2.5
1	2.6	2.6	2.6	S 89° 57' 00" W	2.6	2.6	2.6	S 89° 57' 00" W	2.6	2.6	2.6
1	2.7	2.7	2.7	S 89° 57' 00" W	2.7	2.7	2.7	S 89° 57' 00" W	2.7	2.7	2.7
1	2.8	2.8	2.8	S 89° 57' 00" W	2.8	2.8	2.8	S 89° 57' 00" W	2.8	2.8	2.8
1	2.9	2.9	2.9	S 89° 57' 00" W	2.9	2.9	2.9	S 89° 57' 00" W	2.9	2.9	2.9
1	3.0	3.0	3.0	S 89° 57' 00" W	3.0	3.0	3.0	S 89° 57' 00" W	3.0	3.0	3.0
1	3.1	3.1	3.1	S 89° 57' 00" W	3.1	3.1	3.1	S 89° 57' 00" W	3.1	3.1	3.1
1	3.2	3.2	3.2	S 89° 57' 00" W	3.2	3.2	3.2	S 89° 57' 00" W	3.2	3.2	3.2
1	3.3	3.3	3.3	S 89° 57' 00" W	3.3	3.3	3.3	S 89° 57' 00" W	3.3	3.3	3.3
1	3.4	3.4	3.4	S 89° 57' 00" W	3.4	3.4	3.4	S 89° 57' 00" W	3.4	3.4	3.4
1	3.5	3.5	3.5	S 89° 57' 00" W	3.5	3.5	3.5	S 89° 57' 00" W	3.5	3.5	3.5
1	3.6	3.6	3.6	S 89° 57' 00" W	3.6	3.6	3.6	S 89° 57' 00" W	3.6	3.6	3.6
1	3.7	3.7	3.7	S 89° 57' 00" W	3.7	3.7	3.7	S 89° 57' 00" W	3.7	3.7	3.7
1	3.8	3.8	3.8	S 89° 57' 00" W	3.8	3.8	3.8	S 89° 57' 00" W	3.8	3.8	3.8
1	3.9	3.9	3.9	S 89° 57' 00" W	3.9	3.9	3.9	S 89° 57' 00" W	3.9	3.9	3.9
1	4.0	4.0	4.0	S 89° 57' 00" W	4.0	4.0	4.0	S 89° 57' 00" W	4.0	4.0	4.0
1	4.1	4.1	4.1	S 89° 57' 00" W	4.1	4.1	4.1	S 89° 57' 00" W	4.1	4.1	4.1
1	4.2	4.2	4.2	S 89° 57' 00" W	4.2	4.2	4.2	S 89° 57' 00" W	4.2	4.2	4.2
1	4.3	4.3	4.3	S 89° 57' 00" W	4.3	4.3	4.3	S 89° 57' 00" W	4.3	4.3	4.3
1	4.4	4.4	4.4	S 89° 57' 00" W	4.4	4.4	4.4	S 89° 57' 00" W	4.4	4.4	4.4
1	4.5	4.5	4.5	S 89° 57' 00" W	4.5	4.5	4.5	S 89° 57' 00" W	4.5	4.5	4.5
1	4.6	4.6	4.6	S 89° 57' 00" W	4.6	4.6	4.6	S 89° 57' 00" W	4.6	4.6	4.6
1	4.7	4.7	4.7	S 89° 57' 00" W	4.7	4.7	4.7	S 89° 57' 00" W	4.7	4.7	4.7
1	4.8	4.8	4.8	S 89° 57' 00" W	4.8	4.8	4.8	S 89° 57' 00" W	4.8	4.8	4.8
1	4.9	4.9	4.9	S 89° 57' 00" W	4.9	4.9	4.9	S 89° 57' 00" W	4.9	4.9	4.9
1	5.0	5.0	5.0	S 89° 57' 00" W	5.0	5.0	5.0	S 89° 57' 00" W	5.0	5.0	5.0
1	5.1	5.1	5.1	S 89° 57' 00" W	5.1	5.1	5.1	S 89° 57' 00" W	5.1	5.1	5.1
1	5.2	5.2	5.2	S 89° 57' 00" W	5.2	5.2	5.2	S 89° 57' 00" W	5.2	5.2	5.2
1	5.3	5.3	5.3	S 89° 57' 00" W	5.3	5.3	5.3	S 89° 57' 00" W	5.3	5.3	5.3
1	5.4	5.4	5.4	S 89° 57' 00" W	5.4	5.4	5.4	S 89° 57' 00" W	5.4	5.4	5.4
1	5.5	5.5	5.5	S 89° 57' 00" W	5.5	5.5	5.5	S 89° 57' 00" W	5.5	5.5	5.5
1	5.6	5.6	5.6	S 89° 57' 00" W	5.6	5.6	5.6	S 89° 57' 00" W	5.6	5.6	5.6
1	5.7	5.7	5.7	S 89° 57' 00" W	5.7	5.7	5.7	S 89° 57' 00" W	5.7	5.7	5.7
1	5.8	5.8	5.8	S 89° 57' 00" W	5.8	5.8	5.8	S 89° 57' 00" W	5.8	5.8	5.8
1	5.9	5.9	5.9	S 89° 57' 00" W	5.9	5.9	5.9	S 89° 57' 00" W	5.9	5.9	5.9
1	6.0	6.0	6.0	S 89° 57' 00" W	6.0	6.0	6.0	S 89° 57' 00" W	6.0	6.0	6.0
1	6.1	6.1	6.1	S 89° 57' 00" W	6.1	6.1	6.1	S 89° 57' 00" W	6.1	6.1	6.1
1	6.2	6.2	6.2	S 89° 57' 00" W	6.2	6.2	6.2	S 89° 57' 00" W	6.2	6.2	6.2
1	6.3	6.3	6.3	S 89° 57' 00" W	6.3	6.3	6.3	S 89° 57' 00" W	6.3	6.3	6.3
1	6.4	6.4	6.4	S 89° 57' 00" W	6.4	6.4	6.4	S 89° 57' 00" W	6.4	6.4	6.4
1	6.5	6.5	6.5	S 89° 57' 00" W	6.5	6.5	6.5	S 89° 57' 00" W	6.5	6.5	6.5
1	6.6	6.6	6.6	S 89° 57' 00" W	6.6	6.6	6.6	S 89° 57' 00" W	6.6	6.6	6.6
1	6.7	6.7	6.7	S 89° 57' 00" W	6.7	6.7	6.7	S 89° 57' 00" W	6.7	6.7	6.7
1	6.8	6.8	6.8	S 89° 57' 00" W	6.8	6.8	6.8	S 89° 57' 00" W	6.8	6.8	6.8
1	6.9	6.9	6.9	S 89° 57' 00" W	6.9	6.9	6.9	S 89° 57' 00" W	6.9	6.9	6.9
1	7.0	7.0	7.0	S 89° 57' 00" W	7.0	7.0	7.0	S 89° 57' 00" W	7.0	7.0	7.0
1	7.1	7.1	7.1	S 89° 57' 00" W	7.1	7.1	7.1	S 89° 57' 00" W	7.1	7.1	7.1
1	7.2	7.2	7.2	S 89° 57' 00" W	7.2	7.2	7.2	S 89° 57' 00" W	7.2	7.2	7.2
1	7.3	7.3	7.3	S 89° 57' 00" W	7.3	7.3	7.3	S 89° 57' 00" W	7.3	7.3	7.3
1	7.4	7.4	7.4	S 89° 57' 00" W	7.4	7.4	7.4	S 89° 57' 00" W	7.4	7.4	7.4
1	7.5	7.5	7.5	S 89° 57' 00" W	7.5	7.5	7.5	S 89° 57' 00" W	7.5	7.5	7.5
1	7.6	7.6	7.6	S 89° 57' 00" W	7.6	7.6	7.6	S 89° 57' 00" W	7.6	7.6	7.6
1	7.7	7.7	7.7	S 89° 57' 00" W	7.7	7.7	7.7	S 89° 57' 00" W	7.7	7.7	7.7
1	7.8	7.8	7.8	S 89° 57' 00" W	7.8	7.8	7.8	S 89° 57' 00" W	7.8	7.8	7.8
1	7.9	7.9	7.9	S 89° 57' 00" W	7.9	7.9	7.9	S 89° 57' 00" W	7.9	7.9	7.9
1	8.0	8.0	8.0	S 89° 57' 00" W	8.0	8.0	8.0	S 89° 57' 00" W	8.0	8.0	8.0
1	8.1	8.1	8.1	S 89° 57' 00" W	8.1	8.1	8.1	S 89° 57' 00" W	8.1	8.1	8.1
1	8.2	8.2	8.2	S 89° 57' 00" W	8.2	8.2	8.2	S 89° 57' 00" W	8.2	8.2	8.2
1	8.3	8.3	8.3	S 89° 57' 00" W	8.3	8.3	8.3	S 89° 57' 00" W	8.3	8.3	8.3
1	8.4	8.4	8.4	S 89° 57' 00" W	8.4	8.4	8.4	S 89° 57' 00" W	8.4	8.4	8.4
1	8.5	8.5	8.5	S 89° 57' 00" W	8.5	8.5	8.5	S 89° 57' 00" W	8.5	8.5	8.5
1	8.6	8.6	8.6	S 89° 57' 00" W	8.6	8.6	8.6	S 89° 57' 00" W	8.6	8.6	8.6
1	8.7	8.7	8.7	S 89° 57' 00" W	8.7	8.7	8.7	S 89° 57' 00" W	8.7	8.7	8.7
1	8.8	8.8	8.8	S 89° 57' 00" W	8.8	8.8	8.8	S 89° 57' 00" W	8.8	8.8	8.8
1	8.9	8.9	8.9	S 89° 57' 00" W	8.9	8.9	8.9	S 89° 57' 00" W	8.9	8.9	8.9
1	9.0	9.0	9.0	S 89° 57' 00" W	9.0	9.0	9.0	S 89° 57' 00" W	9.0	9.0	9.0
1	9.1	9.1	9.1	S 89° 57' 00" W	9.1	9.1	9.1	S 89° 57' 00" W	9.1	9.1	9.1
1	9.2	9.2	9.2	S 89° 57' 00" W	9.2	9.2	9.2	S 89° 57' 00" W	9.2	9.2	9.2
1	9.3	9.3	9.3	S 89° 57' 00" W	9.3	9.3	9.3	S 89° 57' 00" W	9.3	9.3	9.3
1	9.4	9.4	9.4	S 89° 57' 00" W	9.4	9.4	9.4	S 89° 57' 00" W	9.4	9.4	9.4
1	9.5	9.5	9.5	S 89° 57' 00" W	9.5	9.5	9.5	S 89° 57' 00" W	9.5	9.5	9.5
1	9.6	9.6	9.6	S 89° 57' 00" W	9.6	9.6	9.6	S 89° 57' 00" W	9.6	9.6	9.6
1	9.7	9.7	9.7	S 89° 57' 00" W	9.7	9.7	9.7	S 89° 57' 00" W	9.7	9.7	9.7
1	9.8	9.8	9.8	S 89° 57' 00" W	9.8	9.8	9.8	S 89° 57' 00" W	9.8	9.8	9.8
1	9.9	9.9	9.9	S 89° 57' 00" W	9.9	9.9	9.9	S 89° 57' 00" W	9.9	9.9	9.9
1	10.0	10.0	10.0	S 89° 57' 00" W	10.0	10.0	10.0	S 89° 57' 00" W	10.0	10.0	10.0

MAIN CURVE AND LOT CURVE TABLE

CURVE	LOT	AREA	PERCENT	BEARING	LENGTH	CHORD	CHORD ANGLE	BEARING	LENGTH	CHORD	CHORD ANGLE
1	10.1	10.1	10.1	S 89° 57' 00" W	10.1	10.1	10.1	S 89° 57' 00" W	10.1	10.1	10.1
1	10.2	10.2	10.2	S 89° 57' 00" W	10.2	10.2	10.2	S 89° 57' 00" W	10.2	10.2	10.2
1	10.3	10.3	10.3	S 89° 57' 00" W	10.3	10.3	10.3	S 89° 57' 00" W	10.3	10.3	10.3
1	10.4	10.4	10.4	S 89° 57' 00" W	10.4	10.4	10.4	S 89° 57' 00" W	10.4	10.4	10.4
1	10.5	10.5	10.5	S 89° 57' 00" W	10.5	10.5	10.5	S 89° 57' 00" W	10.5	10.5	10.5
1	10.6	10.6	10.6	S 89° 57' 00" W	10.6</						

PRAIRIE GRASS PRESERVE

A RE-DIVISION OF CERTIFIED SURVEY MAP NUMBER 6462, AND UNPLATTED LANDS IN THE SOUTHWEST QUARTER (SW 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 20, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

ALL LOTS AND BLOCKS ARE HEREBY RESTRICTED SO THAT NO OWNER, POSSESSOR, USER, LICENSEE OR OTHER PERSON MAY HAVE ANY RIGHT OF DIRECT VEHICULAR INGRESS FROM OR EGRESS TO ANY HIGHWAY LYING WITHIN THE RIGHT-OF-WAY OF S.J.H. "100", IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN GREAT B.L. 100. ANY ACCESS SHALL BE ALLOWED ONLY BY SPECIAL EXCEPTION. ANY ACCESS ALLOWED BY SPECIAL EXCEPTION SHALL BE CONFIRMED AND GRANTED ONLY THROUGH THE DRIVEWAY PERMITTING PROCESS AND ALL PERMITS REVOCABLE.

NO IMPROVEMENTS OR STRUCTURES ARE ALLOWED BETWEEN THE RIGHT-OF-WAY LINE AND THE HIGHWAY SETBACK LINE. IMPROVEMENTS BETWEEN THE HIGHWAY SETBACK LINE AND THE DRIVEWAY PERMITTING AREAS, DRIVEWAYS, WELLS, SEPTIC SYSTEMS, DRAINAGE FACILITIES, BUILDINGS AND RETAINING WALLS. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES, AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION OR ITS ASSIGNS. CONTACT THE WISCONSIN DEPARTMENT OF TRANSPORTATION FOR MORE INFORMATION. THE PHONE NUMBER MAY BE OBTAINED BY CONTACTING THE COUNTY HIGHWAY DEPARTMENT.

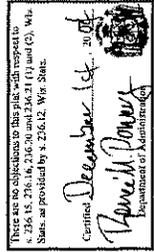
THE LOTS OF THIS LAND DIVISION MAY EXPERIENCE NOISE AT LEVELS EXCEEDING THE LEVELS IN S. TRANS 405.04, TABLE 1. THESE LEVELS ARE BASED ON FEDERAL STANDARDS. THE DEPARTMENT OF TRANSPORTATION AND COUNTY ENGINEERS ARE PROVIDING TRUCK HIGHWAYS OR CONNECTING HIGHWAYS IN THE ABSENCE OF ANY INCREASE BY THE DEPARTMENT TO THE HIGHWAYS THROUGH-LANE CAPACITY.

NO STRUCTURE OR IMPROVEMENT OF ANY KIND IS PERMITTED WITHIN THE VISION CORNER. NO VEGETATION WITHIN THE VISION CORNER MAY EXCEED 30 INCHES IN HEIGHT.

PRESERVATION AREA RESTRICTIONS:
THOSE AREAS OF LAND WHICH ARE DESIGNATED AS WETLANDS AS SHOWN ON PAGE 1 ON THIS SUBMISSION SHALL BE PROTECTED FROM ANY DISTURBANCE. THE FOLLOWING RESTRICTIONS ARE SPECIFICALLY AUTHORIZED BY THE CITY OF FRANKLIN AND, IF APPLICABLE, THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND THE ARMY CORPS OF ENGINEERS:
1) THE REMOVAL OF TOPSOIL OR OTHER EARTHEN MATERIALS SHALL BE PROHIBITED.
2) THE REMOVAL OR DESTRUCTION OF ANY VEGETATIVE COVER, I.E., TREES, SHRUBS, GRASSES, ETCS SHALL BE PROHIBITED.
3) THE REMOVAL OF ANY VEGETATIVE COVER SHALL BE PROHIBITED.
4) THE INTRODUCTION OF PLANT MATERIAL NOT INDIGENOUS TO THE EXISTING ENVIRONMENT OF THE PRESERVATION AREA SHALL BE PROHIBITED.
5) THE INTRODUCTION OF PLANT MATERIAL TO THE EXISTING ENVIRONMENT OF THE PRESERVATION AREA SHALL BE PROHIBITED.
6) THE INTRODUCTION OF PLANT MATERIAL TO THE EXISTING ENVIRONMENT OF THE PRESERVATION AREA SHALL BE PROHIBITED.
7) CONSTRUCTION OF BUILDINGS IS PROHIBITED.

DRAINAGE EASEMENT RESTRICTIONS:
1) EASEMENTS SHALL BE CONSTRUCTED WITHIN THE DRAINAGE EASEMENTS.
2) MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE BY THE ABUTTING PROPERTY OWNERS OR HOMEOWNERS ASSOCIATION.
3) PLANTING OF TREES, BUSHES OR SHRUBS IS PROHIBITED WITHIN DRAINAGE EASEMENTS.

NOTES:
1) MEASUREMENTS HAVE BEEN MEASURED TO THE NEAREST HUNDRETH OF A FOOT AND COMPUTED TO THE NEAREST HUNDRETH OF A FOOT.
2) NOT BUILDINGS OR FENCES SHALL BE CONSTRUCTED IN EASEMENTS. NO TREES OR BUSHES WHICH WOULD GROW TO MORE THAN 4 FEET IN HEIGHT SHALL BE PLANTED WITHIN SAID EASEMENTS SHOWN ON THIS SUBMISSION.
3) REFERENCE BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SEC. 20-5-21 WITH AN ASSUMED BEARING OF S 00° 05' 15" E 100.00 FT.
4) OUTLOTS BE 4, 5, 6, 7 & 8 OF THE PLAT OF PRAIRIE GRASS PRESERVE SUBMISSION ARE OWNED BY THE HOMEOWNERS ASSOCIATION OF THE CITY OF FRANKLIN, WISCONSIN.
5) EACH INDIVIDUAL LOT OWNER SHALL HAVE AN UNDIVIDIBLE FRACTIONAL OWNERSHIP OF THE OUTLOTS AND THE HOMEOWNERS ASSOCIATION OF THE CITY OF FRANKLIN SHALL NOT BE LIABLE FOR ANY FEES OR CHARGES INCURRED BY THE CITY OF FRANKLIN IN CONNECTION WITH THE SUBMISSION BY REASON OF DEPRECIATION.
6) THE OWNER OF ANY LOT IN THE SUBMISSION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT AND SHALL MAINTAIN SAID OUTLOTS IN AN UNDEVELOPED CONDITION SO AS TO MAINTAIN ITS CHARACTER AS A PRESERVATION AREA.
7) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
8) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
9) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
10) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
11) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
12) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
13) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
14) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
15) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
16) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
17) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
18) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
19) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.
20) THE CITY OF FRANKLIN SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OF SAID OUTLOTS IN ORDER TO MAINTAIN THE CHARACTER OF THE PRESERVATION AREA.



SALVIN K. KLIMEK, Wis. Reg. No. S-2208
DATED THIS 31ST DAY OF MARCH, 2004
WITNESSED BY ME, SALVIN K. KLIMEK, COUNTY CLERK OF MILWAUKEE COUNTY, WISCONSIN, ON THIS 15TH DAY OF SEPTEMBER, 2004.
RECEIVED THIS 15TH DAY OF SEPTEMBER, 2004.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/21/04
REPORTS & RECOMMENDATIONS	RESOLUTION APPROVING A FINAL PLAT FOR PRAIRIE GRASS PRESERVE LLC NE 1/4 OF SEC. 20 and General Declaration of Restrictions	ITEM NUMBER <i>F. 11.</i>

At its August 05, 2004, meeting the Plan Commission recommended approval of a final plat date-stamped August 4, 2004, for Prairie Grass Preserve LLC, NE 1/4 of Section 20, subject to meeting all conditions as outlined by the Plan Commission in the attached resolution and contingent on approval of the attached resolution as to form by the City Attorney. Upon voice vote, all voted 'aye'. Motion carried.

Commissioner Ziegenhagen moved and Commissioner Ritter seconded a motion to recommend approval of a final plat date-stamped August 4, 2004, for Prairie Grass Preserve LLC, NE 1/4 of Section 20.

Upon request by the Common Council a revised final plat date stamped September 15, 2004, has been submitted and reviewed by staff. All comments on the final plat have been corrected.

That in the event it is necessary to act upon the general restrictions for the subdivision, the Declaration of Restrictions for Prairie Grass Preserve from the developer and the City Attorney's comments are attached.

*Approved
 + 11-14
 Bery
 Olson
 Ayes - All*

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2004-_____ approving final plat date-stamped September 15, 2004, for Prairie Grass Preserve LLC, NE 1/4 of Section 20 and General Declaration of Restrictions.

Subj: **Subdivision deed restrictions for Prairie Grass Preserve**
Date: 9/16/2004 4:26:44 PM Central Standard Time
From: J Wes law
To: JBennett@franklinwi.gov
CC: gbe@sdelaw.com, SWesolowski@franklinwi.gov

I have reviewed the draft of the above you provided under cover of September 14, 2004. As you are aware, the municipal concern in private deed restrictions generally and primarily runs to the provisions for the maintenance of common areas and areas or facilities required for the public interest (UDO subs. 15-7.0603D.), and the need for the specification, if any of multi-level dwelling site lots.

Initially, section 5. provides restrictions for wetlands. The developer's memo from the September 1, 2004 meeting states that all wetlands outside of the Protected Property are to be encumbered by a conservation easement. As such, Section 5. is unnecessary; however, should it remain, it must be strictly consistent with the terms of the standard City form conservation easements for the wetlands, perhaps serving as additional notice of same, and also referencing the Conservation Agreement as that may otherwise affect applicable wetlands. (In this regard, please recall and by copy hereof to developer's counsel, I am reminding that the introduction to paragraph 8. of the Conservation Agreement requires the recording of a conspicuous notice of the relatively unique restrictions within the subdivision following municipal approval as to form and content - I have not seen a copy of same.)

Second, the definition of "common area" at section 12. seems somewhat broad - "all landscaped areas within any lot".... There are no specified maintenance requirements for the common areas.

Third, section 16. appears to describe the maintenance requirements for the detention ponds in one sentence. Are there not Departmental specifications which may be incorporated into the prior two provisions to add some maintenance specificity?

Fourth, the City enforcement rights under section 20. should be further specified by adding the standard City boilerplate for same (reference the Stonehedge restrictions - the City enforcement provision is an approximate 2/3 page paragraph - I would provide same if I could walk to the miscellaneous files.)

Finally, the reference to Waukesha County near the foot of page 8 should be corrected.

Friday, September 17, 2004 America Online: J Wes law

9/14/04

DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

KNOW ALL PERSONS BY THESE PRESENTS; that PRAIRIE GRASS PRESERVE, LLC is a limited liability company duly organized and existing under and by the virtue of the laws of the State of Wisconsin, (herein referred to as "Developer" which terms shall also include the duly authorized agent of Developer). Developer is the owner of the premises described as follows (herein referred to as "Prairie Grass Preserve").

PRAIRIE GRASS PRESERVE, being a subdivision of that part of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 20, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin. Developer, intending to establish a general plan for the use, occupancy and enjoyment of Prairie Grass Preserve does hereby declare that, for the mutual benefit of present and future owners, Prairie Grass Preserve shall be subject to the following restrictions:

1. **General Purposes.** The purpose of this Declaration is to insure the best use and most appropriate development and improvement of each building site in the development; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property, to preclude, as far as practicable, poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes, to insure a quality residential development; to encourage and secure the erection of attractive single-family homes in appropriate locations on building sites; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general, to provide adequately for a high type and quality of improvement in the Development and thereby to preserve and enhance the value of investments made by purchasers of building sites in the Development. No warranty or guarantee is given by Developer that such goals will preserve or enhance the value of an investment made in the Development.
2. **General Applicability** Unless specifically stated otherwise within this Declaration, all of the restrictions stated in this Declaration are applicable to all lots in Prairie Grass Preserve which shall consist of 36 single-family and 29 duplex lots.
3. **Building Restrictions, Single-Family Lots** The following restrictions are applicable to all single-family lots.
 - a. Only one 1-story, 1 1/2-story, 2-story, split-level or bi-level single-family residential building and attached garage may be erected per lot.
 - b. A single story Residence shall have a minimum of 2000 square feet of living area on the first floor.
 - c. A story and one-half Residence shall have a minimum of 2200 square feet of living area, with a minimum of 1500 square feet of living area on the first floor of the Residence.
 - d. A two-story Residence shall have a combined minimum of 2400 square feet of living area on the first and second floors of the Residence.
 - e. A split-level, bi-level or tri-level Residence shall have a combined minimum of 2400 square feet of living area on the upper two floors of the Residence.

9/14/04

- f. Attached garages must be attached to the home directly, by breezeway, or in the basement of the home, and must be constructed at the same time as the home. Side entry garages are encouraged, and may be required by developer.
- g. The house, garage and paved driveways to the garage must be completed within one year after the first start of construction.
- h. The minimum setback and offsets shall comply with the R-3 zoning requirements.
- i. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed unacceptable by the Developer.
- j. All building plans, the exterior design of each building and basic site features such as fences, garden structures children's play structures, satellite dishes, swimming pools, additions and other temporary or permanent structures which affect the overall environment of the Development, must be approved by the Developer in writing prior to construction, and prior to application for a building permit when one is required. All landscape plans including species list shall be approved in writing by the Developer and Milwaukee Area Land Conservancy prior to installation.
- k. One outdoor electric post-mounted lamp with photoelectric controls and at the discretion of the Developer, one mailbox, must be installed on each lot in a location designed by the US Post Office, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the Developer. The lot owner must maintain the lamp in a proper operating manner. If the lamp is not maintained, the Prairie Grass Preserve Homeowner's Association will perform maintenance and the cost of such maintenance will be an assessment against the lot owner, payable within ten (10) days after the assessment.

4. **Building Restrictions, Duplex Lots** The intent of the duplex restrictions is to create a grouping of architecturally correct duplex homes of different style and character that will compliment the single family homes permitted in Prairie Grass Preserve Subdivision. To that end, the following restrictions apply:

- a. No building elevations shall be duplicated within the duplex area.
- b. The minimum size of an individual unit shall be 1450 square feet in area (two units per building).
- c. Minimum architectural requirements shall include the following:
 - 1. 8/12 roof pitch on main roof.
 - 2. Balanced windows on all four elevations.
 - 3. Break-up of long roof lines and building planes.
 - 4. Window detailing including 5/4" trim or shutters.
 - 5. 5 1/2" corner boards.
 - 6. Paneled garage doors.
- d. The minimum setback and offsets shall comply with the R-7 zoning requirement.
- e. The duplex home, garage and paved driveways to the garage must be completed within one year after the first start of construction.
- f. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unacceptable by the Developer.
- g. Garages must be attached to the duplex directly or by attached breezeway. Each duplex unit shall have a minimum of one two-car garage. One of the two garages must be side entry.

9/14/04

- h. All building plans, the exterior design of each building and basic site features such as landscaping, lighting, fences, garden structures, children's play structures satellite dishes, swimming pools, additions and other temporary or permanent structures or elements which affect the overall environment of the Development, must be approved by the Developer in writing prior to construction, and prior to application for a building permit when one is required. All landscape plans including species list shall be approved in writing by the Developer and Milwaukee Area Land Conservancy prior to installation.
 - i. One outdoor electric post-mounted lamp with photoelectric controls, and at the discretion of the developer, one mailbox must be installed on each duplex lot in a location designated by the Post Office, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the Developer. The lamp must be maintained by the owner of the building or the condominium association, as applicable in a proper operating manner. If the lamp is not maintained, Prairie Grass Preserve Homeowner's Association will perform maintenance and the cost of such maintenance will be an assessment against the building owner or condominium association payable within ten (10) days after the date of the assessment.
 - j. All duplex buildings (containing two dwelling units) shall at all times of occupancy have a minimum of one of the two units occupied by an owner of the subject real estate. The other unit may be a rental unit. This restriction shall not be construed as not permitting condominium duplexes.
5. **Wetlands Preservation** Delineated on the Final Plat of Prairie Grass Preserve are wetlands as mapped by the Developer. The following restrictions apply to these wetlands:
- a. The lots affected by these wetland restrictions are: 1, 2, 3, 4, 5, 10, 11, 12, 13, 25, 26, 33, 34, 36, 37, 42, 43, 44, 45 and 48.
 - b. Grading and filling shall be prohibited in the Restricted Area. At a location 30' off of the wetland line orange snow fence and silt fence will be installed and maintained until all landscaping is complete and an established growth of grass is present. At no time for any reason shall this fence line be crossed.
 - c. The removal of topsoil or other earthen materials from these Restricted Areas shall be prohibited.
 - d. The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited in the Restricted Area, with the exception of the removal of dead, diseased or dying vegetation at the discretion of the landowner or silvicultural thinning upon the recommendation of a forester or naturalist and the approval of the City of Franklin.
 - e. Grazing by domesticated animals, i.e., horses, cows, etc. shall not be permitted in the Restricted Area.
 - f. The introduction of plant materials not indigenous to the existing environment of the wetland preservation shall be prohibited in the Restricted Area.
 - g. Construction of buildings or structures within the Restricted Area and 30 foot buffers is prohibited and any alterations to a pre-approved building envelope showing building setbacks will require the full approval of the City of Franklin.
6. **Signs** No sign or banner of any kind may be placed or displayed to public view on any lot, except: 1) One sign not more than six square feet advertising the property for sale, and 2) One standard sign (showing the lot owner's name) as may be approved by the City for uniform use in

9/14/04

terms of size, design, appearance and location for each lot in the Development and 3) Such signs as the Developer or the City may approve for placement on those lots affected by the entry landscaping for the purpose of advertising Subdivision.

7. **Lot Grading** Each lot owner must strictly adhere to and finish grade his lot in accordance with the Master Grading Plan on file in the office of the Subdivider and the office of the City Building Inspector unless a change is approved by the City Engineer. The Subdivider and/or the City and/or the agents, employees or independent contractors shall have the right but not the responsibility to enter upon any lot, at any time, for any purpose of inspection, maintenance, correction of any drainage conditions and the property owner is responsible for the cost of the same.
8. **Homeowner's Association** An incorporated association of the owners of single-family lots in Prairie Grass Preserve is hereby created for the purposes of managing and controlling Common Areas as defined below, and performing other duties as set forth herein for the common benefit of the Homeowners. This Owner's Association will formally be titled Prairie Grass Preserve Homeowner's Association, Inc. and is referred to herein as "*The Association*". The membership of The Association will be comprised of the Lot Owners or the authorized agents of the Lot Owners in the Development. Members of The Association are referred to herein as the "*Homeowners*". Residents and other lot owners of The Association are encouraged to join Milwaukee Area Land Conservancy, Inc., a U.S. Internal Revenue Code §501(c)(3) Conservation Organization ("MALC") as individuals and families at the regular dues rates by signing agreement to the MALC Mission Statement and Standards of Ethical Practice for Natural Area Management. As part of this commitment, MALC's liability insurance for the conservancy area will name The Association as co-insured. Likewise, The Association shall provide liability insurance for all other outlot and common areas naming MALC as co-insured. Annual assessments for Lot Owners shall include \$25.00 per lot contribution to MALC by the Association, which may be amended from time to time by the Association. The Association shall be entitled to one vote per separate MALC Agreement.
9. **Board of Directors**. The Association will be governed by a Board of Directors consisting of three directors. This Board of Directors is referred to herein as "*The Board*". The Board will conduct and manage all of the responsibilities of the Association. The members of the Board will be selected as detailed in the Bylaws of the Homeowner's Association.
10. **Board Meetings**. All meetings of the Board will be open to Homeowners and will be held upon not less than three (3) days prior written notice to all of the Homeowners except as otherwise provided in the Bylaws. Two (2) members of the Board constitute a quorum. Actions of the Board are by majority vote.
11. **Board Liability** Members of the Board are not liable to a Lot Owner or any other party for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the member or agents of employees of the Board. The Association shall indemnify and hold the members of the Board harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or

9/14/04

other action relating to the performance of their duties hereunder.

12. **Common Areas Definition** Wherever used in this Declaration, the term Common Area means:
- All landscaped areas contained within any lot or outlot or landscape easement area depicted on the Final Plat for Prairie Grass Preserve.
 - Any storm water pipe retention or detention ponds or easement areas contained on private lots or outlots as depicted on the Final Plat for Prairie Grass Preserve or separate easement agreement.
 - Any area within the Subdivision that is designated as a Common Area on the Recorded Plat for Prairie Grass Preserve.
13. **Storm Water Retention Ponds** The storm water retention ponds located in Prairie Grass Preserve have been created by the Developer and were required by the City of Franklin to assist in the removal and retention of storm water from Prairie Grass Preserve. The lots adjacent to the retention ponds are: 13, 14, 15, 40, 43, 44, 45, 46, 47, 48, 49, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, and 63. The Association is responsible for the maintenance of the retention ponds, which includes, but not limited to, clean out of construction silt after 95% of the lots have their landscape completed, maintain vegetation around the ponds, and maintaining the inlets, the outlets and erosion protection for Prairie Grass Preserve. The storm water retention ponds are not intended to be used for swimming or recreational facilities, and any use of the storm water retention ponds for such use is strictly prohibited. Any persons entering on it or using the storm water retention ponds either intentionally or accidentally do so at their own risk. By purchase of a lot or unit in Prairie Grass Preserve, each Owner and its respective successors, assigns, heirs and personal representatives thereby waives to the fullest extent permitted by law, any and all claims for liability against the Declarant, the Developer, Prairie Grass Preserve Homeowner's Association, The City of Franklin, and their respective agents, contractors, employees, officers, directors and shareholders, for injury or damage to person or property sustained in or about or resulting from the use or existence of the storm water retention ponds. In addition, each Owner (and its successors, assigns, heirs and personal representatives) agrees to indemnify, defend and hold harmless the Declarant, the Developer, Prairie Grass Preserve Homeowner's Association, The City of Franklin and their respective agents, contractors, employees, officers, directors and shareholders, from and against any and all liabilities, claims, demands, costs and expenses of every kind and nature (including attorney's fees) including those arising from any injury or damage to any person (including death) or property damage sustained in or about or resulting from their use or existence of the storm water retention ponds.
14. **House Grades & Lot Grading** Each Owner must adhere to and finish grade their lot to the recorded elevation on the Master Grading Plan, Plat of Survey or any amendment thereto approved by the City Engineer on file in the office of the City Engineer. Each Owner, at the time of home construction and finish grading, shall also be responsible for grading their lots so as to direct drainage toward the street or other established drainageways and to prevent an increase in drainage on to neighboring property. This shall be accomplished by creating the representative swales at the elevations shown on the Plat of Survey along the common lot line. If the existing conditions prevent the correct drainage the Plat of Survey will govern. The Developer and/or the City and/or their respective agents, employees or independent contractors shall have the right to enter upon any lot, at any reasonable time, for the purpose of inspection, maintenance and

9/14/04

correction of any drainage conditions and the Owner is responsible for the same.

15. **Utility Easements** Developer has the right to grant and convey easements to the City or to any public or private utility company upon, over, through or across those portions of any lot in the Development within 10 feet of any lot line for purposes of allowing the City or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any lot or lots or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot Owner, until such time as Developer has conveyed legal title to all lots platted or to be platted in the Subdivision to persons other than a successor-Developer.
16. **Maintenance Easements** Lots 1, 2, 3, 6, 7, 8, 15, 16, 17, 18, 19, 20, 24, 25, 26, 27, 31, 32, 33, 36, 39, 40, 41, 42, 43, 44, 45, 46, 47, 51, 52, 53, 55, 56, 59, 60, 63, 64 and 65 in Prairie Grass Preserve have or will have drainage easements. These easements are restricted to only such areas, methods of access and duration as are reasonably required to perform necessary maintenance to the easements or storm sewer contained therein. With respect to the ponds, maintenance includes, but is not limited to, silt and sediment removal, trash removal, animal control and installation and maintenance of safety barriers or other devices as deemed necessary by the Developer, the City or the Homeowner's Association.
17. **No Agency for Other Owners** No Owner, other than members of the Association's Board, has any authority to act for the Association or the other Owners, as agent or otherwise, or to bind the Association or the other Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.
18. **Service on Association** Service of process upon the Association for all matters must be made upon one of the members of the management committee of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Milwaukee County, Wisconsin.
19. **No Waiver of Rights** Any failure of the Association or the Board to enforce any provisions contained in this Declaration will not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent action.
20. **Enforcement of Obligation by City** If the Association fails to discharge its duties under this Declaration within sixty (60) days of written demand to do so by the City, the City may discharge the duties of the Committee. The City's costs incurred in connection maintenance will be charged to the Owners of the properties affected by such actions of the City by adding to each Owner's real estate tax statement incurred a pro-rata share, based on the portion of cost of total charges incurred with respect to the individual Owner's lot(s) or units.
21. **Amendments** This Declaration may be amended by recording in the office of the Register of Deeds for Milwaukee County, Wisconsin a document to that effect executed by the owners of at least sixty percent (60%) of all then-existing platted lots in the Development, and their mortgagors, with all signatures duly notarized. Any and all amendments to this document must

9/14/04

be approved by the city of Franklin Common Council. Such amendment will become effective only upon recording. Notwithstanding the foregoing provisions of this Section, The Developer may amend this Declaration without the consent of any of the lot Owners solely to effect an expansion of Prairie Grass Preserve to include contiguous parcels of real estate as may be acquired by Developer from time to time, or to amend the Declaration for subsequent phases.

22. **Duration of Restrictions** These restrictions will be in force perpetually from the date hereof and will be deemed to run with the land, to bind the Owners and their heirs, successors and assigns and be enforceable by any Owner and to the extent permitted by Section 20 above, the City of Franklin.
23. **Conservation Agreement and Protective Covenants.** The Developer had deed Outlot 2 and Outlot 3 of the final plat to MALC for purposes of protection and enhancement of a remnant prairie and other natural features. Developer has entered into a Declaration of Deed Restrictions, Conservation Agreement and Protective Covenants concerning these outlots which are referenced therein as the Protected Property. Under the terms of that Agreement, portions of the Subdivision are restricted by covenants and prohibited uses. Enforcement of the restrictions and covenants are the responsibility of the Association as to areas outside the Protected Property and The MALC as to areas inside the Protected Property and the 30 feet adjacent to the Protected Property as detailed below. Those restrictions are:
- a. The owners of the lots in the Subdivision and their invitees, and the general public shall not construct or make any development improvements or commence construction of any buildings or any structure within thirty (30) feet of the Protected Property unless approved by MALC and the City. All lands, whether owned by Homeowners or common space owned by the Association adjacent to or within thirty (30) feet of the Protected Property shall not have applied to the land any pesticides, as defined by s. 94.67, Wis. Stats., as it may be amended, The foregoing notwithstanding, birdhouses, benches, fences and other similar improvements may be placed in the thirty-foot buffer upon the approval of MALC, which approval shall not be unreasonably withheld.
 - b. The owners of the lots in the Subdivision and their invitees, and the general public shall not conduct any filling, dumping or depositing of any material whatsoever, including, but not limited to soil, yard waste or other landscape materials, ashes, garbage, or debris within the Protected Property except as part of the restoration, maintenance or protection of the Protected Property as conducted by MALC or as approved by the Wisconsin Department of Natural Resources, MALC and the City.
 - c. The owners of the lots in the Subdivision and their invitees, and the general public shall not plant any vegetation whatsoever within the Protected Property unless authorized and supervised by MALC.
 - d. The owners of the lots in the Subdivision and their invitees, and the general public shall not plant honeysuckle, purple loosestrife; both common and glossy buckthorn or other species listed on the WDNR invasive weed list or City's noxious weed list within the granted easement areas, stormwater detention basins, or on any residential site of the Prairie Grass Preserve Subdivision; or as part of any landscape approval for an individual lot or outlot within the Prairie Grass Preserve Subdivision.

9/14/04

- e. The owners of the lots in the Subdivision and their invitees, and the general public shall not plant any *native* herbs, shrubs, forbs, flowers or other plants, not including turf, that does not have the approval of MALC regarding the seed source as a native local genotype originating within a radius of fifty (50) miles of the Protected Property except as provided in Paragraph 9 of the Declaration of Deed Restrictions, Conservation Agreement and Protective Covenants.
- f. The owners of the lots in the Subdivision and their invitees, and the general public shall not remove any plant material, or animals from the Protected Property unless approved by the MALC's board of directors.
- g. The owners of the lots in the Subdivision and their invitees, and the general public shall not permit anyone to ride bicycles on the Protected Property.
- h. The owners of the lots in the Subdivision and their invitees, and the general public shall not permit anyone to operate snowmobiles, dune buggies, motorcycles, scooters, all-terrain vehicles or any other type of motorized vehicles within the Protected Property.
- i. The owners of the lots in the Subdivision and their invitees, and the general public shall not provide any person or organization with access for motorized vehicles for the purposes of maintaining stormwater basins through or across the Protected Property.
- j. The owners of the lots in the Subdivision and their invitees, and the general public shall not allow dogs within the Protected Property except guide dogs.
- k. The owners of the lots in the Subdivision and their invitees, and the general public shall allow MALC, its members, guests and invitees shared access of the areas granted for stormwater basin access as depicted in Exhibit B for purposes of maintenance, restoration, research, public education and enjoyment of the Protected Property.
- l. The owners of the lots in the Subdivision shall pay an annual \$25.00 assessment as amended from time to time by the Association (to adjust for the change in the Consumer Price Index, All Goods, Milwaukee Region or any similar successor index) to MALC to aid in the cost and expenses of MALC's discharge of its duties hereunder and pursuant to the Declaration of Deed Restrictions, Conservation Agreement and Protective Covenants. Such fee shall be collected by the Homeowners Association and remitted to MALC on an annual basis commencing in 2005 and paid on or before December 31 of each year.

This Declaration is executed by the Developer's signature below and is effective upon recording by the Waukesha County Register of Deeds.

Prairie Grass Preserve, LLC

William W. Carity, Member

P. Kenneth Servi, Member

9/14/04

STATE OF WISCONSIN)
) ss.
 WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2004, the above-named William W. Carity and P. Kenneth Servi, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, Waukesha County, Wisconsin
 My Commission Expires _____

This document drafted by:
 William W. Carity
 Carity Land Corp.
 12720 West North Avenue
 Brookfield, WI 53005

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2004-_____

A RESOLUTION CONTINGENTLY APPROVING THE FINAL PLAT FOR
PRAIRIE GRASS PRESERVE
(PRAIRIE GRASS PRESERVE, LLC)

WHEREAS, the City of Franklin Plan Commission recommended approval of the Final Plat for Prairie Grass Preserve Residential Subdivision subject to certain conditions, including those numbered one through five below, and City Staff having recommended an additional condition as numbered six. Below.

1. That the Homeowners' Association and Declaration of Restrictions and Covenants shall include responsibility for care and maintenance of the stormwater management facilities, outlots and landscape easements.
2. That minor technical deficiencies be rectified. *Planning - Conservation easements*
3. That a "Subdivider's Agreement" be entered into with the City and that proper financial sureties shall be provided in conformance with the Unified Development Ordinance to cover costs of improvements for the development.
4. That all proposed easements shall be shown on the Final Plat and shall have a separate easement document and legal description submitted for each easement. Easement documents shall be submitted for Engineering review and Common Council approval before recording the Final Plat.
5. All land development and building construction permitted under this resolution shall be subject to impact fees pursuant to §92-9. of the Municipal Code or development fees pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions applicable to the development and building permitted hereunder as it occurs from time to time, as such code and ordinance provisions may be amended from time to time.
6. That the declaration of deed restrictions conservation agreement and protective covenants "Primarily for the protection of the virgin prairie on the property" in the form and content as annexed here to is approved and shall be recorded pursuant to its terms.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the said Final Plat is hereby approved subject to the conditions set forth above.

BE IT FURTHER RESOLVED that said Final Plat is hereby rejected without any further action of the Common Council if all of the requirements set forth above are not met within 180 days from the date this resolution is passed.

BE IT FURTHER RESOLVED that when all of the above requirements are met by the developer of said subdivision, the City Clerk is directed to record said plat with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the ____ day of _____, 2004, by Alderman _____.

Passed and adopted by the Common Council on the ____ day of _____, 2004.

APPROVED:

Frederick F. Klimetz, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

BLANK PAGE

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">04/02/2013</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">STATUS REPORT ON THE ACTIVITIES OF THE QUARRY MONITORING COMMITTEE OF THE CITY OF FRANKLIN, WISCONSIN</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.6.</i></p>

At the request of Mayor Taylor, the information set forth below is intended to provide the Common Council a brief summary of the activities undertaken by the Quarry Monitoring Committee since its establishment in June 2012. Planning Manager Dietl will also be available to answer any questions.

BACKGROUND/INTRODUCTION

At its June 4, 2012, meeting, the Common Council authorized the establishment of a Quarry Monitoring Committee. As set forth in the ordinance creating the Committee, it's duty is to:

“undertake actions reasonably necessary to assist the City in reviewing the monitoring of the operations and activities of the quarry operators for compliance with the regulations set forth under Planned Development District No. 23 and Planned Development District No. 24, and matters related thereto, and shall review and provide comment and recommendation to the Common Council on performance and monitoring data, reports, and complaints related to quarry extraction operations and control procedures.”

Subsequent to appointment and confirmation of its members, the Quarry Monitoring Committee held its first meeting on September 13, 2012.

RECENT ACTIVITIES

At its September 13, 2012 meeting (pursuant to a motion made by the Common Council at its August 21, 2012 meeting), the Quarry Monitoring Committee began a review of the recommendation from the Work Group on the selection of a consultant and contract for the long-term monitoring of the quarries. The Committee continued its review of this matter at its October 2012 meeting, and identified various cost-savings ideas and monitoring priorities. This information, which was transmitted to the Work Group's recommended consultant Stantec Consulting Services Inc. in January 2013, is intended to assist them in the preparation of a revised contract closer to the amount of \$42,000 which was set aside for quarry monitoring purposes in the City's adopted 2013 budget.

At its October 11, 2012 meeting, the Quarry Monitoring Committee:

- reviewed information provided by staff and the City's interim quarry monitoring consultant (Aquifer Science and Technology), and questioned representatives of Payne and Dolan, relative to a particularly large blast that had occurred within the Payne & Dolan quarry on September 27, 2012;
- completed its Administrative Rules and Procedures (which were subsequently approved by the Common Council at its December 4, 2012 meeting); and
- began to prepare information for the general public about the quarries in general, and the quarry complaint process in particular, for placement on the City website, City newsletter, etc.

At its November 29, 2012, meeting, the Quarry Monitoring Committee:

- suggested further revisions and completed its review of the quarry monitoring related information intended for the general public, which was subsequently placed on the City website in February 2013; and
- met with a representative of Vulcan who explained the company's complaint handling process and procedures.

At its February 28, 2013 meeting, the Quarry Monitoring Committee:

- reviewed information collected by staff about the methods both quarries utilize to control dust caused by their quarrying operations; and
- discussed other possible quarry monitoring methods such as use of videos cameras.

At its March 28, 2013 meeting, the Quarry Monitoring Committee:

- continued its review and discussion of the methods the quarries utilize to control dust caused by their operations;
- continued its review and discussion of other possible quarry monitoring methods such as use of video cameras and training opportunities related to quarry monitoring, and
- reviewed supplemental quarry monitoring contract proposal information provided by Stantec Consulting Services Inc. and recommended approval of a 1 year quarry monitoring contract with Stantec for \$35,700, to include 7 weeks of blast monitoring, 1 month of air quality monitoring, and 28 days of site visits, subject to support from the consultant of certain changes to the tasks associated with and the cost of the 28 site visits, and consideration of further possible air monitoring related expenditures.

CURRENT AND ANTICIPATED FUTURE ACTIVITIES

It is anticipated that the Quarry Monitoring Committee will forward its quarry monitoring contract proposal recommendation to the Common Council's April 16th meeting, subsequent to receiving the consultants support for certain changes to the tasks and costs associated with site visits. This will also provide a reasonable amount of time for the quarry operators to review the proposed contract and to forward any comments they may have to the Common Council, as provided for by the subject Planned Development District regulations.

It is important to note that in the meantime (and since June of 2012), interim quarry monitoring services have been provided by Aquifer Science and Technology, although this consists only of continuous monitoring of blasting activities and periodic monitoring of general quarry operations.

The Quarry Monitoring Committee has asked for, and the quarry operators have agreed to provide, a tour of the quarry sometime this spring.

It is also anticipated that the Quarry Monitoring Committee will continue its review of both quarries operations, including such matters as dust control methods, complaint handling procedures, and new or additional monitoring methods.

COUNCIL ACTION REQUESTED

No action is requested on this matter.

<p>APPROVAL <i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 4/2/2013</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Request of Forward Franklin Economic Development Committee to Have Staff Conduct Analysis of Area Communities' Economic Development Director Positions</p>	<p>ITEM NUMBER <i>G. 7.</i></p>

At its March 25, 2013, the Forward Franklin Economic Development Committee discussed the efforts of area communities with respect to economic development. This discussion centered upon the benefits an Economic Development director might provide. By unanimous vote of the members present, the Committee passed a motion "to recommend to the Common Council that it direct City staff to prepare an analysis of surrounding communities' Economic Development Directors roles with specific direction from the Forward Franklin Economic Development Committee." Based upon the discussion, the direction staff would receive from FFEDC would be related to reviewing whether a position exists, whether it is full/part-time, salaries, roles, etc.

COUNCIL ACTION REQUESTED

A motion to direct City staff to prepare, with additional direction as needed from the FFEDC, an analysis of economic development directors positions in surrounding communities and to present that analysis to the Council and FFEDC.

BLANK PAGE

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: Purchase of road salt from State Department of Transportation contract to be paid for under the 2013 budget and used for the 2014/2015 season	4/2/13 ITEM NO. <i>G. 8.</i>

BACKGROUND

Each year the City purchases road salt from the Wisconsin State Department of Transportation (DOT) and the City has always paid for salt for the coming year. At one time, the City received a 5% discount if paid for by the end of the year, but that has not been available for a number of years. Staff has in the past recommended to continue the practice to provide sufficient amount of salt if the City had an unusual heavy year. (Purchasing salt on the spot market and having it trucked in from Canada or the Gulf Coast is an expense that should be avoided.) It is staff's recommendation that the City continue this same procedure. In any case, the City will need to contract for salt for the 2013/2014 season and purchase from the State contract.

ANALYSIS

At the present time, staff is filling the salt shed with the 1,400 tons that were paid for out of the 2012 budget and also placing in the salt shed the 600 tons left over from 2012 season. Staff will be making a recommendation for the amount of salt to contract for at the April 2, 2013 Common Council meeting. It is imperative that the DOT know the amount of salt to contract for by April 4, 2013. The DOT does not give staff much time to make this decision.

OPTIONS

Authorize the tonnage of salt to be contracted for 2013 under the DOT contract.

FISCAL NOTE

Whatever amount of salt the City includes in the contract is the amount of salt the City wants to purchase. (The cost per ton for this year is unknown but staff assumes it will be in the \$53/ton range.)

RECOMMENDATION

Motion to authorize the tonnage of salt to be purchased in the 2013 State Department of Transportation salt contract.

JMB/sg

Jack Bennett

From: Meinholz, Lisa - DOT [Lisa.Meinholz@dot.wi.gov]
Sent: Thursday, March 21, 2013 7:38 AM
To: DOT Salt
Subject: 2013/2014 SODIUM CHLORIDE MUNICIPAL AGREEMENT

Importance: High

Dear Local Official,

Your Unit of Government is invited to join in the Wisconsin DOT 2013/2014 road salt renewal/bid. Whether we renew or bid we must provide the vendors your salt tonnage amounts. At this point we do not know any pricing details.

Please read the instructions below carefully.

Should you participate in the renewal/bid, please review the specific terms of the attached agreement. This agreement is now in electronic form and must be filled in and returned electronically. **Complete the agreement and save it, print a copy for your records, and then forward the saved copy to saltadmin@dot.wi.gov. You will receive a confirmation e-mail letting you know that it has been received. We must receive your request by 5:00 pm on Thursday April 4th, 2013.**

USE THIS LINK TO GET TO THE MUNICIPAL AGREEMENT.

<http://www.dot.wisconsin.gov/forms/docs/dt2209.doc>

Once we receive 2013/2014 pricing details you will receive your information packet via e-mail. If you have any questions, please feel free to contact me at 608-266-3651.

Thank you.

*Lisa Meinholz
Financial Specialist/Contract Administrator
Bureau of Highway Maintenance
608-266-3651
608-267-7856 Fax*

<p>APPROVAL</p> <p><i>slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/02/2013</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>An Ordinance to Repeal and Recreate Section 178-3.F.(4)(d) of the Municipal Code of the City of Franklin, Chapter 178, "Nuisances", in Order to Increase the Investigative Notice Charge Related to the Mowing of Noxious Weeds from \$10 to \$32</p>	<p>ITEM NUMBER</p> <p><i>G.9.</i></p>

The Common Council recently reviewed policies and practices associated with the functions, duties, and responsibilities of the Weed Commissioner. On February 5, 2013, the Common Council unanimously approved a motion to proceed with increasing the administrative fee associated with the mowing of noxious weeds to a minimum of \$25. The ordinance refers to the administrative fee as the "investigative notice charge", which reflects cost of billing and other necessary administrative steps and expenses related to the destruction of noxious weeds.

Current municipal code establishes the charge at \$10. Setting the charge to reflect the City's actual cost of administration is an appropriate action to ensure the users of the service (those who violate the City's weed ordinance) pay for the services they instigate. Furthermore, establishing an accurate investigative notice charge helps to ensure that property tax payers city-wide are not effectively subsidizing the services instigated by those who violate the City's weed ordinance.

I have reviewed the process and effort involved and calculated the average cost to the City for processing, tracking, and invoicing the activities of the Weed Commissioner as instigated by those who violate the City's weed ordinance. The investigative notice charge recommended below is based on an average time spent on the process per parcel, although there is a lot of variability between properties given that some involve extra phone calls, property research, etc. Nonetheless, the following represents staffs' best estimate of time spent administering weed violations averaged out to the applicable parcels via the investigative notice charge.

The recommended charge incorporates, in summary, the following:

- 46 minutes of Deputy City Clerk time to receive the complaint, notify the weed commissioner, prepare certified and first-class letters and enter the complaint into Govern, file and record certified letter stubs, receive and handle phone calls related to the letters, process returned letters, process monthly statements from the Weed Commissioner, create invoices for property owners, copy and distribute invoices to property owners and City departments, receive and process payments and returned letters, etc. The full employee benefit rate was used.
- 2 hours per year of Treasurer's Office time to track all invoices and payments during the year and to process unpaid collections so they appear on the property tax bill.
- \$7.03 postage covering one certified letter, one first-class letter for the initial notice, and one first-class letter for the invoice.
- \$.25 for supplies (copies, paper, envelopes, etc.)

Given the above cost analysis, the true administrative cost, on average, of each weed violation is \$32.27. Using only direct, hourly labor costs by eliminating fixed labor costs (such as the staff member's cost for health insurance), reduces the total to \$28.82. In this instance, using the full labor cost is an appropriate representation of the true cost of administering this program.

Staff recommends that the investigative notice charge to be applied to each parcel invoiced for each event of the destruction of noxious weeds by the City's Weed Commissioner be increased to \$32.00.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance 2013-_____, An Ordinance to Repeal and Recreate Section 178-3.F.(4)(d) of the Municipal Code of the City of Franklin, Chapter 178, "Nuisances", in Order to Increase the Investigative Notice Charge Related to the Mowing of Noxious Weeds From \$10 to \$32.

ORDINANCE NO. 2013-_____

AN ORDINANCE TO REPEAL AND RECREATE SECTION 178-3.F.(4)(d)
OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN, CHAPTER 178,
“NUISANCES”, IN ORDER TO INCREASE THE INVESTIGATIVE NOTICE CHARGE
RELATED TO THE MOWING OF NOXIOUS WEEDS FROM \$10 TO \$32

WHEREAS, at their February 5, 2013 meeting, the Common Council reviewed policies and practices associated with the functions, duties, and responsibilities of the Weed Commissioner and unanimously approved a motion to proceed with increasing the investigative notice charge, more commonly referred to as the administrative fee covering the cost of billing and other necessary administrative steps and expenses related to the destruction of noxious weeds, to a minimum of \$25, and

WHEREAS, setting the charge to reflect the City’s actual cost of administration is an appropriate action to ensure the users of the service (those who violate the City’s weed ordinance) pay for the services they instigate and establishing an accurate investigative notice charge helps to ensure that property tax payers city-wide are not effectively subsidizing the services instigated by those who violate the City’s weed ordinance, and

WHEREAS, staff have calculated the average cost for investigating, processing, tracking, and invoicing the activities of the Weed Commissioner as instigated by those who violate the City’s weed ordinance and have determined that cost to exceed \$32 for each such parcel.

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

SECTION 1: §178-3.F.(4)(d) of the Municipal Code of Franklin, Wisconsin, is hereby repealed and recreated as follows:

- (d) Payment. The cutter shall make and present to the City Clerk an account verified by oath and approved by the Weed Commissioner. The account shall specify by separate items the hours and amount chargeable to each parcel of land. For private land, the City shall enter the amount chargeable and an investigative notice charge of \$32 to each parcel of land in the tax roll as a tax on the land, which shall be collected as a tax. For public land, the City may collect the amount due by other available means.

SECTION 2: 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.

ORDINANCE NO. 2013-_____
PAGE 2

- SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.
- SECTION 4: 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 2nd day of April, 2013, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 2nd day of April, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 4/2/13
Reports & Recommendations	CLOSED SESSION: Acquisition of land for the extension of W. Marquette Avenue from S. 49th Street to the west line of Pleasant View Elementary School site for Parcel No. 2 which is a small triangle shaped parcel at the west end of the existing Marquette Avenue	ITEM NO. <i>G.10.</i>

The Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to discuss the acquisition of land for the extension of W. Marquette Avenue from S. 49th Street to the west line of Pleasant View Elementary School site for Parcel No. 2 located at 4850 W. Marquette Avenue and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

Motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to discuss the acquisition of land for the extension of W. Marquette Avenue from S. 49th Street to the west line of Pleasant View Elementary School site to acquire Parcel No. 2 located at 4850 W. Marquette Avenue and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

JMB/sg
Enc.

BLANK PAGE



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Alderman's Room

April 2, 2013 – 6:10 p.m.

1.	Call to Order & Roll Call	Time		
2.	License Application Reviews			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2012-13	Greco, Ann M. 3500 W. Southland Dr Franklin, WI 53132 Establishment: Not known yet			
Taxi Cab Driver & Vehicle License Renewal	Smith, Todd A 3772 S. Rutland Ave St. Francis, WI 53235 Self-Employed			
Taxi Cab Driver & Vehicle License Renewal	Singh, Parminder 10143 W. Forest Home Ave., Apt. 206 Hales Corners, WI 53130			
Taxi Cab Driver & Vehicle License Renewal	Singh, Harpreet 3824 S. 16 th St. Milwaukee, WI 53221			
3.	Adjournment	Time		

*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.

APPROVAL <i>Steve CAP</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/2/13
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I, 1,</i>

Provided for Council approval is a list of vouchers dated April 2, 2013 Nos. 146621 through 146763 in the amount of \$ 942,918.17. Included in this listing is \$ 27,869.20 in library vouchers.

The net city vouchers for April 2, 2013 are \$ 915,048.97.

Approval is requested for the net payroll dated March 22, 2013 in the amount of \$ 323,704.23.

COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range Nos.146621 through Nos.146763 in the amount of \$ 915,048.97 dated April 2, 2013.

Motion approving net payroll dated March 22, 2013 in the amount of \$ 323,704.23.