

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">03/19/13</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE (AT APPROXIMATELY 9200 WEST ST. MARTINS ROAD) (NEUMANN COMPANIES, INC., APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.2.</i></p>

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).



RECEIVED  
CITY OF FRANKLIN

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]

**PRAIRIE GRASS PRESERVE HOMEOWNERS ASSOCIATION, INC.**

By: \_\_\_\_\_  
Doug Milinovich, President

STATE OF WISCONSIN    )  
  ) ss  
MILWAUKEE COUNTY    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, the above named Doug Milinovich, President, Prairie Grass Preserve Homeowners Association, Inc., to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission expires \_\_\_\_\_.

[LOT OWNER SIGNATURES ON FOLLOWING PAGES]

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner:
Address:
Lots:
By:



ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 14 day of November, 2012, the above named ANGELA STEWART 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 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner:
Address:
Lots:
By:



ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 14 day of November, 2012, the above named DAVID J RAUTENBERG 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 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner:
Address:
Lots:
By:



ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 14 day of November 2012, the above named ROBERT S. COLLINS 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 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner:
Address:
Lots:
By:



ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 14 day of November, 2012, the above named CHRISTOPHER J. WISNIEWSKI 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 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner:
Address:
Lots:
By:

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 21 day of November, 2012, the above named GILBERT S. SUTHERLAND 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 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner:
Address:
Lots:
By:



ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 14 day of November 2012, the above named JAMES W. GONZALEZ 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 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner:
Address:
Lots:
By:



ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 14 day of November, 2012, the above named ROBERT S. COLLINS 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 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner  
Address 4450 W. Prairie Grass Preserve  
Lots: 7  
By: Wendy L. Clever

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 21<sup>st</sup> day of November, 2012 the above named Wendy L. Clever Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same

Wendy L. Clever  
Notary Public, State of Wisconsin  
My commission expires 2-28-14

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner  
Address 4450 W. Prairie Grass Preserve  
Lots: 7  
By: Wendy L. Clever

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 21<sup>st</sup> day of November, 2012 the above named Wendy L. Clever Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same

Wendy L. Clever  
Notary Public, State of Wisconsin  
My commission expires 2-28-14

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner  
Address 4450 W. Prairie Grass Preserve  
Lots: 7  
By: Wendy L. Clever



ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 21<sup>st</sup> day of November 2012 the above named Wendy L. Clever Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same

Wendy L. Clever  
Notary Public, State of Wisconsin  
My commission expires 2-28-14

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner,  
Address 4450 W. Prairie Grass Preserve  
Lots: 7  
By: Wendy L. Clever



ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 6<sup>th</sup> day of February, 2013, the above named Wendy L. Clever Owner, to me known to be the person who executed the foregoing instrument and acknowledge the same

Wendy L. Clever  
Notary Public, State of Wisconsin  
My commission expires 2-28-14

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner  
Address: 4864 N. PRAIRIE GRASS HWY  
Lot(s): 17  
By: [Signature]



ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

Personally came before me this 14 day of November, 2012, the above named Lot Owner 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: 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner  
Address: 4864 N. PRAIRIE GRASS HWY  
Lot(s): 17  
By: [Signature]



ACKNOWLEDGMENT

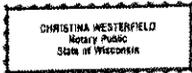
STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

Personally came before me this 14 day of November, 2012, the above named Lot Owner 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: 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner  
Address: 1757 N. PRAIRIE GRASS HWY  
Lot(s): 17  
By: [Signature]



ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

Personally came before me this 14 day of November, 2013, the above named Lot Owner 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: 3-27-16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

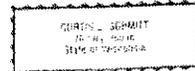
Lot Owner  
Address: 4864 N. PRAIRIE GRASS HWY  
Lot(s): 17  
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

Personally came before me this 14 day of November, 2012, the above named Lot Owner 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: 3-27-16



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner  
Address: 1757 N. PRAIRIE GRASS HWY  
Lot(s): 17  
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

Personally came before me this 14 day of November, 2013, the above named Lot Owner 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: 3-27-16



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner  
Address: 8277 S. Bayshore Court  
Lot(s): 22  
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 27 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.  
Notary Public, State of Wisconsin  
My commission expires: 11/27/14

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner  
Address: [Signature]  
Lot(s): 63  
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 1 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.

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

Subscribed and sworn to before me  
this 1 day of November 2012  
Notary Public [Signature] Co. WI  
My Commission expires 11/27/14

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner  
Address: 9015 S. Bayshore Ct  
Lot(s): 24  
By: [Signature] (Richard Pugh)

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 20 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.

Notary Public, State of Wisconsin  
My commission expires: 11/27/14

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner  
Address: [Signature]  
Lot(s): 135  
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 20 day of November, 2013, the above named [Signature] 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: [Signature]



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner:
Address: 3122 S. Bluffton Cr.
Lot(s):
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 22 day of November, 2012, the above named [Name] 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: 8.17.15



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: [Signature]
Address: 1222 W. [Address]
Lot(s): 22
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this [Day] day of [Month], 2013, the above named [Name] 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: [Date]

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner:
Address: [Address]
Lot(s): 11
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this 14 day of November, 2012, the above named [Name] 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: 8.27.15



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: [Signature]
Address: 2119 S. [Address]
Lot(s): 324
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this [Day] day of [Month], 2013, the above named [Name] 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: [Date]



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner:
Address:
Lot(s):
By:

ACKNOWLEDGMENT

STATE OF WISCONSIN
MILWAUKEE COUNTY

Personally came before me this [Day] day of November, 2012, the above named [Name] 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: [Date]

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner: MN HOLDINGS LLC  
Address: FRANKLIN, WI 53132  
Lot(s): 33, 34, 53, 54 & 55  
By: [Signature]



ACKNOWLEDGMENT

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) ss  
MILWAUKEE COUNTY )

Personally came before me this 5 day of February, 2013, the above named MN HOLDINGS LLC 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: 3-27-2016

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

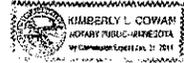
Lot Owner: 90535 CORNWALL CIR W  
Address: FRANKLIN, WI 53132  
Lot(s): 272  
By: JEROME M. IANNELLO [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) ss  
MILWAUKEE COUNTY )

Personally came before me this 7th day of November, 2012, the above named JEROME M. IANNELLO 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



01 30-2013 25 51 FAX 4142731878 1R10254E 20002 0002

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner: GEORGE G. BOTTAIUS, JR.  
Address: 9026 S. CORNWALL CIR EAST  
Lot(s): LOT 412, UNIT 9026  
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) ss  
MILWAUKEE COUNTY )

Personally came before me this 30 day of December, 2013, the above named George G. Bottaius 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: 2-2-2015



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

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

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) ss  
MILWAUKEE COUNTY )

Personally came before me this 30th day of January, 2013, the above named Peter J. Scott 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: 3/20/16

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner: 1000 10th St  
Address: 1000 10th St  
Lots: 1000  
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 12 day of November, 2013, 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: 3/22/14



Owner:

Address: 1000 10th St  
Lots: 1000  
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 12 day of November, 2013, 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: 3/22/14



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

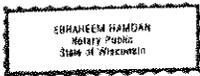
Lot Owner: 1000 10th St  
Address: 1000 10th St  
Lots: 1000  
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 12 day of November, 2013, 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: 3/22/14



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner: 1000 10th St  
Address: 1000 10th St  
Lots: 1000  
By: [Signature]

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 12 day of November, 2013, 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: 3/22/14

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Lot(s): \_\_\_\_\_  
By: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 2nd day of Nov 2013, the above named George I. Lambe 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 7/1/2014

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Lot(s): \_\_\_\_\_  
By: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 1 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 [Signature]

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner: George I. Lambe  
Address: 9531 W. Prairie Grass Way, Franklin, WI 53132-7200  
Lot(s): 92  
By: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 7th day of December 2013, the above named George I. Lambe 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 4/17/2014

FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR PRAIRIE GRASS PRESERVE

Lot Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Lot(s): \_\_\_\_\_  
By: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss

Personally came before me this 13 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 [Signature]



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
Lot(s): \_\_\_\_\_  
By: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

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: 8904 S CEDARSS CIR W  
Lot(s): 55R  
By: BARBARA R GUYAS @ Barbara R. Guyas

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

Personally came before me this 30<sup>th</sup> day of January, 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 08/31/2016



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: Jesse L. Branch  
Address: 9012 S. PRAIRIE GRASS CIR W  
Lot(s): 59R  
By: James W. Plazek

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

Personally came before me this 2<sup>nd</sup> day of November, 2012, the above named Jesse L. Branch 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 07/27/13



FIRST AMENDMENT TO THE DECLARATION OF RESTRICTIONS FOR PRAIRIE GRASS PRESERVE

Lot Owner: \_\_\_\_\_  
Address: 9012 S. PRAIRIE GRASS CIR W  
Lot(s): 59R  
By: James W. Plazek  
Heine A. Plazek

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
MILWAUKEE COUNTY ) ss.

Personally came before me this 6<sup>th</sup> day of February, 2013, the above named James W. Plazek, Heine A. Plazek 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 7.27.14





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.



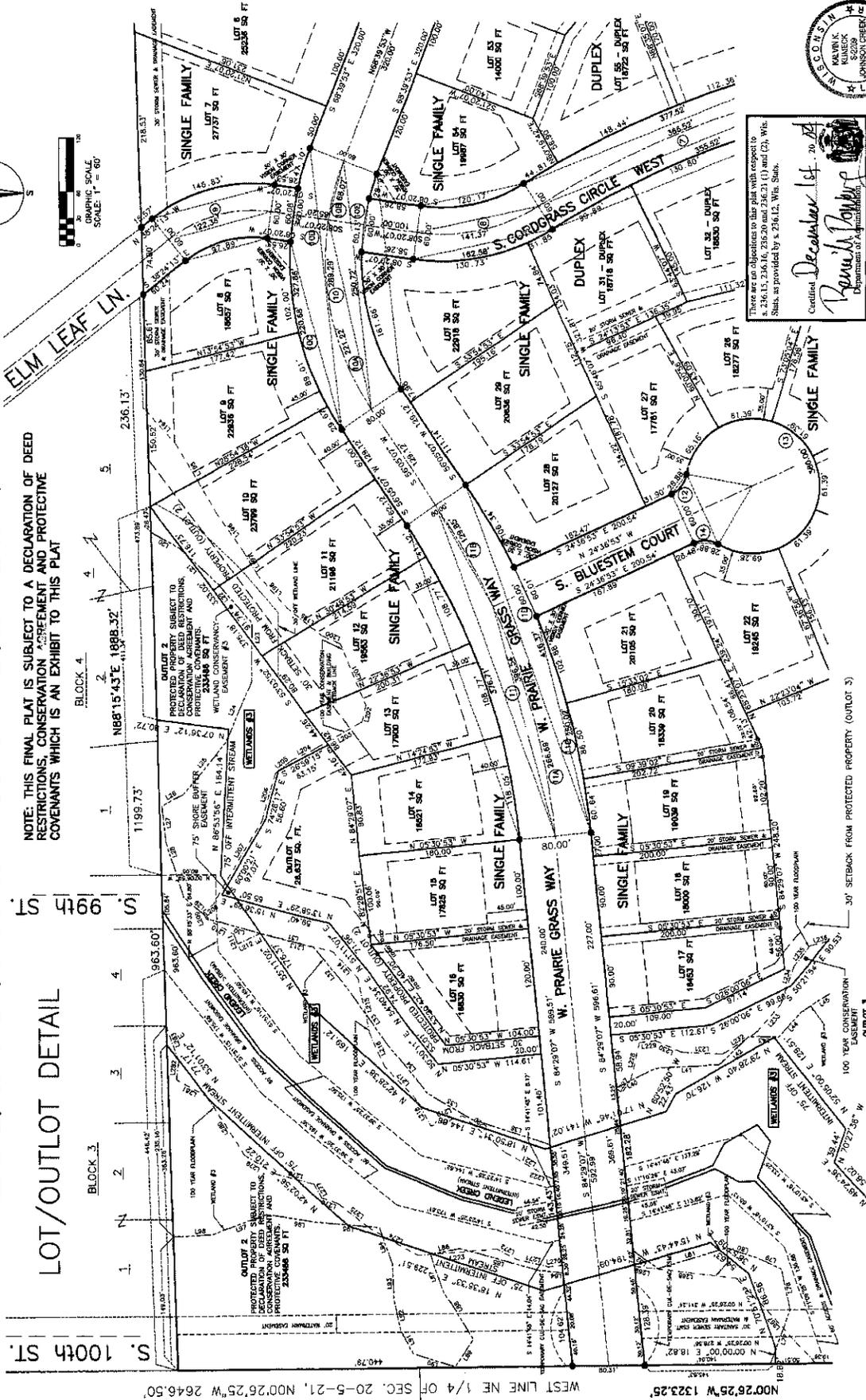
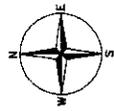




**PRAIRIE GRASS PRESERVE**  
 A RE-DIVISION OF CERTIFIED SURVEY MAP NUMBER 6462, AND UNPLATTED LANDS IN THE  
 SOUTHWEST QUARTER (SW 1/4) AND THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF  
 SECTION 20, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.

**LOT/OUTLOT DETAIL**

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



THIS INSTRUMENT IS SUBJECT TO THE PLAT WITH RECORD NO. S-2209 DATED THIS 31ST DAY OF MARCH, 2004  
 S. 234.13, 234.16, 235.20 and 234.21 (1) and (2), Wis. Stats.  
 Certified *Deborah L. 20/21*  
 Department of Administration



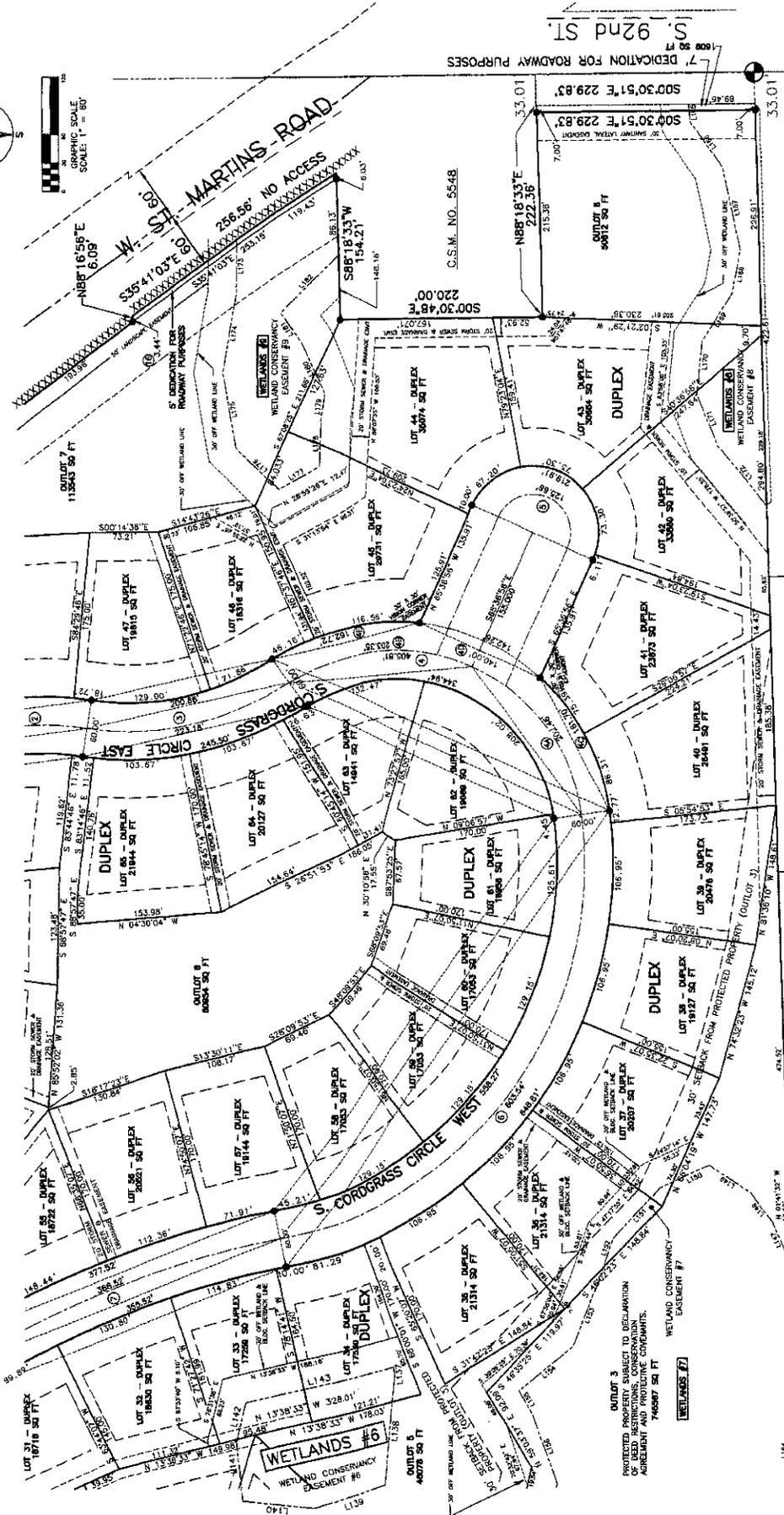
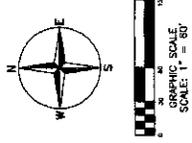
KALVIN K. KLIMECK - Wis. Stat. No. S-2209  
 DATED THIS 31ST DAY OF MARCH, 2004  
 REVISED THIS 10TH DAY OF SEPTEMBER, 2004  
 REVISED THIS 16TH DAY OF NOVEMBER, 2004  
 REVISED THIS 7TH DAY OF DECEMBER, 2004



**PIONEER ENGINEERING AND SURVEYING, LLC.**  
 400 W. WISCONSIN STREET, SUITE 200  
 MILWAUKEE, WISCONSIN 53212  
 (414) 224-3300 FAX: (414) 224-3302  
 OWNER: PRAIRIE GRASS PRESERVE, LLC 12720 W. North Ave., Brookfield, WI 53005 Ph: (262) 785-1968 FAX: (262) 785-1949  
 This instrument prepared by KALVIN K. KLIMECK 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 6462, AND UNPLATTED LANDS IN THE SOUTHWEST QUARTER (SW 1/4) AND THE SOUTHEAST QUARTER (SE 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°18'28\" W 2646.70'

S. LINE OF THE NE 1/4 OF SEC 20-5-21, S88°18'28\" W 2646.70'

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.T.H. "B" Johnson Creek, WI

There are no objections to this plat with respect to s. 236.12, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.  
Certified December 14, 2004  
KALVIN K. KLIMECK  
Department of Administration

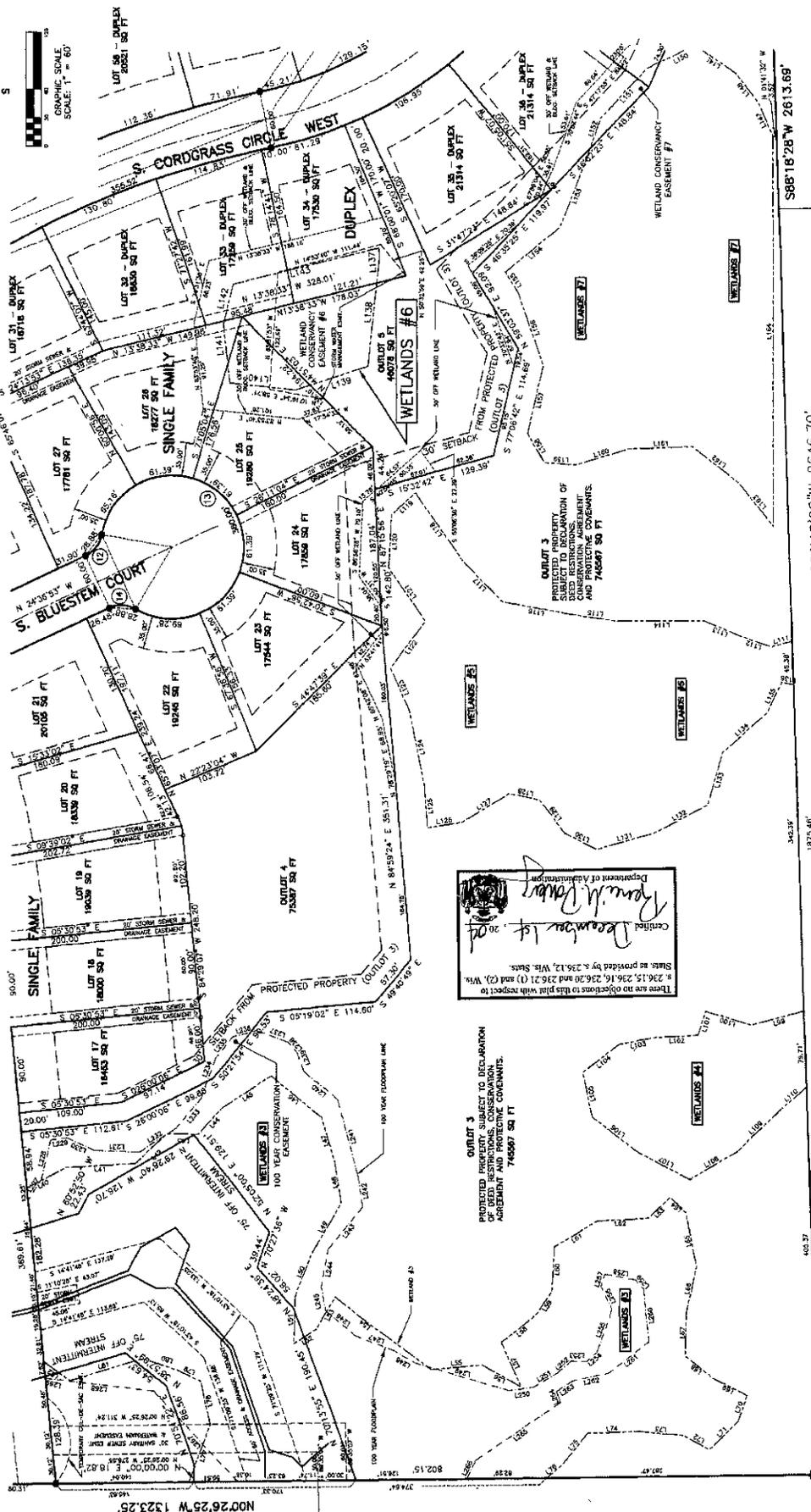
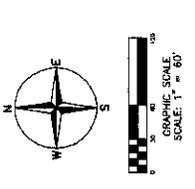


*Kalvin K. Klimeck*  
KALVIN K. KLIMECK, Reg. No. S-2208  
DATED THIS 31ST DAY OF MARCH, 2004  
THIS IS THE 15TH DAY OF SEPTEMBER, 2004  
REVISED THIS 16TH DAY OF NOVEMBER, 2004  
REVISED THIS 7TH DAY OF DECEMBER, 2004



# 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 NORTHWEST QUARTER (NE 1/4) OF SECTION 20, TOWN 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



Certified  
December 14, 2004  
Ryan M. Weber  
Department of Administration  
There are no objections to this plat with respect to:  
§ 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats.  
Sites as provided by § 236.12, Wis. Stats.

OUTLOT 3  
PROTECTED PROPERTY SUBJECT TO DECLARATION  
OF DEED RESTRICTIONS, CONSERVATION  
AGREEMENT AND PROTECTIVE  
COVENANTS.  
745007 SQ. FT.

OUTLOT 3  
PROTECTED PROPERTY SUBJECT TO DECLARATION  
OF DEED RESTRICTIONS, CONSERVATION  
AGREEMENT AND PROTECTIVE  
COVENANTS.  
745007 SQ. FT.

SOUTHWEST CORNER OF THE NORTHEAST  
QUARTER (NE 1/4) SEC. 20-5-21  
CONC. MON. W/CAST IRON PLUG - FOUND  
N 326.813.79  
E 2,525.420.23

S. LINE OF THE NE 1/4 OF SEC 20-5-21, S88°18'28\"/>

## LOT/OUTLOT DETAIL

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

OWNER: PRAIRIE GRASS PRESERVE, LLC 12720 W. North Ave., Brookfield, WI 53005 Ph.: (262) 785-1968 Fax: (262) 785-1949  
This instrument prepared by KALVIN K. KLIMECK R.L.S. OF PIONEER ENGINEERING AND SURVEYING, L.L.C. 3902 C.T.H. "B" Johnson Creek, WI



PIONEER ENGINEERING  
AND SURVEYING, L.L.C.  
1000 W. WISCONSIN AVENUE  
MILWAUKEE, WISCONSIN 53233  
TEL: 414.224.8888 FAX: 414.224.8888

*[Signature]*  
DATE: 11/15/04  
FILED: 11/15/04  
RECEIVED: 11/15/04  
RECORDED: 11/15/04  
INDEXED: 11/15/04









<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">03/19/13</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>RESOLUTION SETTING FORTH THE CITY OF FRANKLIN'S SUPPORT OF A COMPLETE STREETS POLICY (CITY OF FRANKLIN COMPLETE STREETS AND CONNECTIVITY COMMITTEE, APPLICANT)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>6.3.</i></p>

At their March 6, 2013, meeting the Complete Streets and Connectivity Committee approved a motion recommending the Common Council adopt the attached resolution setting forth the City of Franklin's support of a Complete Streets policy (City of Franklin Complete Streets and Connectivity Committee, Applicant).

The Franklin Complete Streets and Connectivity Committee forwarded a previous, but similar, version of the attached resolution to the Parks Commission and Board of Public Works for their review and input. The Parks Commission did not take formal action; however, spoke in support of the resolution. Comments from the Board of Public Works can be found in the attached Memorandum dated February 13, 2013.

At their March 12, 2013, meeting the Board of Public Works having considered the updated resolution found that some of the points made in their memorandum were not incorporated into the resolution and therefore remain of concern in terms of understanding and application.

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2013-\_\_\_\_\_, a resolution setting forth the City of Franklin's support of a Complete Streets policy (City of Franklin Complete Streets and Connectivity Committee, Applicant).

## RESOLUTION NO. 2013-\_\_\_\_\_

A RESOLUTION SETTING FORTH THE CITY OF FRANKLIN'S SUPPORT OF A  
COMPLETE STREETS POLICY

---

WHEREAS, the State of Wisconsin Legislature via Act 28 created Statute 84.01(35) (a.k.a., Complete Streets law) in 2009 requiring inclusion of bicycle accommodations and pedestrian facilities on all new construction and reconstruction highway projects funded in whole or in part from state or federal funds unless an exception applies;

WHEREAS, the Wisconsin Department of Transportation created Complete Streets guidance in Ch.11 Sec. 46 of its Facilities Development Manual in 2011 for all new construction and reconstruction highway projects funded in whole or in part from state or federal funds unless an exception applies;

WHEREAS, Complete Streets promotes streets that are safe and convenient for all users including pedestrians, bicyclists, children, people with disabilities, the elderly, public transportation riders, freight providers, emergency responders, adjacent landowners, and motor vehicle drivers of all ages and abilities, which are more conducive to the public life and efficient movement of people and promotes multiple modes of travel as an alternative to the automobile to reduce negative environmental impacts, promote healthy living and is less costly to the commuter; and

WHEREAS, the full integration of all modes of transportation in the design of streets and highways will increase the capacity and efficiency of the road network, reduce traffic congestion by improving mobility options, limiting emissions, and improving the general quality of life; and

WHEREAS, the Council recognizes that sensible bicycle accommodations and pedestrian facilities include present and near-future interconnection of neighborhoods to educational facilities, recreational areas, retail centers, and neighboring community networks; and

WHEREAS, the City of Franklin wishes to encourage public participation in community decisions concerning street design and use to ensure that such decisions result in the street network meeting the needs of all users; and

WHEREAS, integrating sidewalks, bike facilities, transit amenities, and safe crossings into the initial design of street projects avoids the expense of retrofits later; and

COMPLETE STREETS  
RESOLUTION NO. 2013-\_\_\_\_\_  
Page 2

WHEREAS, streets are a critical component of public space and play a major role in establishing the image and identity of a city, providing a key framework for current and future development; and

WHEREAS, streets are a critical component of the success and vitality of adjoining private uses and neighborhoods; and

WHEREAS, communities that support healthy and active living strive to create amenities that will enhance the quality of life of residents, improve the physical and social environment in ways that attract businesses and workers, and contribute to economic development; and

WHEREAS, the City of Franklin recognizes that the careful planning and coordinated development of Complete Streets may offer long-term cost savings for local and state government, benefit public health, and provide financial benefits to property owners, businesses, and investors, while yielding a safe, convenient, and integrated transportation network for all users; and

WHEREAS, the Complete Streets principles include, but are not limited to, standards intended to utilize traffic calming measures, improve health and reduce environmental impacts, improve storm water quality and quantity problems; and

WHEREAS, the City will strive to develop street projects in an affordable, balanced, responsible and equitable way that accommodates and encourages travel by all modes of transportation and foster partnerships with the State of Wisconsin, Milwaukee County and neighboring municipalities in consideration of functional facilities and accommodations to advance the City's Complete Streets policy; and

WHEREAS, as a matter of policy, City Staff will integrate and implement the Complete Streets principles when feasible and deemed appropriate by the Common Council; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, hereby recognizes the importance of creating Complete Streets that enable safe travel by all users.

BE IT FURTHER RESOLVED, funds required for Complete Streets infrastructure shall not be taken from the Street Improvement Fund established by formula for maintenance

of roadways; rather, alternate sources should be utilized.

BE IT FURTHER RESOLVED, the City of Franklin may establish further policies to help plan, design, construct, operate, and maintain transportation improvements to provide reasonable and appropriate accommodations for all potential users, in accordance with the following:

1. The City will consider Complete Streets principles and design standards when designing and implementing improvements intended to fulfill this Complete Streets Resolution but will also consider innovative design options, following accepted engineering standards and practices, where appropriate and reasonable and a comparable level of safety for users is present.
2. The City will consider opportunities to repurpose rights-of-way to enhance connectivity for pedestrians, bicyclists, and transit.
3. The City will focus non-motorized connectivity improvements to service schools, parks, civic uses, regional connections and commercial uses.
4. The City will encourage, when deemed appropriate, new developments and redevelopment projects to provide interconnected street networks and connectivity improvements to service schools, parks, civic uses, regional connections and commercial uses.
5. The City will encourage incorporation of Complete Streets infrastructure into existing and future public and private streets to improve the safety and convenience of users.
6. The City will consider incorporating Complete Streets guidelines into all appropriate plans, zoning and subdivision codes, laws, manuals, rules, regulations and programs as feasible and appropriate; including the City of Franklin Comprehensive Master Plan; to integrate, accommodate, and balance the needs of all users on public and private lands.

BE IT FURTHER RESOLVED, that every street that is substantially reconstructed and major development projects on public or private property may be considered for its applicability for Complete streets infrastructure to enable reasonable safe travel along and across the right-of-way for each category of user; provided, however, that such infrastructure may be excluded, upon determination by the Common Council that:

1. The project is for the resurfacing, repairs or ordinary maintenance of an existing street as developed in the annual Local Street Improvement Program;

COMPLETE STREETS  
RESOLUTION NO. 2013-\_\_\_\_\_  
Page 4

2. The project involves a roadway on which non-motorized use is prohibited by law. In this case, accommodation of pedestrians and bicyclists elsewhere will be considered;
3. There is documentation that there is an absence of use by all except motorized users now and would be in the future even if the street were a complete street;
4. Because freight is important to the basic economy of the City and has unique right-of-way and street design needs to support that role, freight shall be the major priority on streets classified as truck routes by the Common Council. Complete Street improvements that are consistent with freight mobility but also support other modes will be considered when feasible and appropriate on these streets.

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

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



---

## MEMORANDUM: FROM ENGINEERING

DATE: February 13, 2013  
TO: Complete Streets Committee  
FROM: Board of Public Works  
RE: COMPLETE STREETS – BOARD OF PUBLIC WORKS POSITION

The Board of Public Works once again at their meeting of February 12, 2013 considered this matter and how it should take shape in the proposed resolution. It is believed that by developing an agreed upon resolution, the show of unity between Committee and Board would be beneficial in establishing and implementing a Complete Streets Program. The effort and thoroughness of the draft resolution was recognized; however, the Board strongly believed that it should be consolidated, thus making it easier to understand by elected and appointed officials. The Board has established its position on the matter and believes that the resolution should incorporate the following points:

- The Board of Public Works summarized its position as Complete Streets Principles will be implemented when feasible to promote a safe network of access for all users and will be considered when appropriate in the procedures governing the planning, design and construction of roadways within the City of Franklin to encourage increased use of these modes of transportation, enable convenient travel, meet the needs of all users and improve the public welfare.
- The document under consideration is a resolution and not an ordinance.
- Accordingly, the action within the resolution should be principles and practices and not policies (generally associated with Council action, in ordinance). Further, in that the Complete Street concepts are new, relatively undeveloped and not tested in time, principles and practices would be a more fluid approach to modification and developing the practices in Franklin.
- All plans should be reviewed for Complete Streets application, concurrently to reduce review time by the Planning and Engineering Departments, as well as the Complete Streets Committee; and these reviews sent to the Board of Public Works for Council recommendation should Complete Street practices be viewed as appropriate.
- Complete Streets application should include an evaluation of the Connectivity-Network Map. This map to be maintained with current updates.
- As Complete Street reviews and considerations become accepted, a practice review guide should be developed.
- Fiscally, it should be understood that funds required for implementing Complete Streets Principles shall not be taken from the Street Improvement Fund established by formula for maintenance of roadways. Rather, Capital Funds for Complete Street practices need to be included in the annual budget as approved through the mayor's budget and Common Council prior to public hearing. Further Complete Street practices require maintenance, annual snow and ice removal and long term patching and rehabilitation.

RJR/sg

RON\memo Complete Streets Committee from BPW 2013

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>03/19/13</b>
<b>Reports and Recommendations</b>	<b>Motion to Approve Intergovernmental Agreement Fiscal Adjustments with the City of Greenfield for Registered Sanitarian Services</b>	<b>ITEM NUMBER</b> <i>G.H.</i>

**Background:** Since 2008, the City of Franklin Common Council has authorized sanitarian inspection services through intergovernmental agreements (IGA). In January 2011 the cities of Franklin and Greenfield mutually agreed to share a sanitarian position through such an agreement. The City of Franklin has contracted for a 0.5 FTE registered sanitarian position for the past two years. The current IGA specifies that the reimbursement rate may not exceed \$50.00 per hour. In addition, an hourly wage adjustment of larger than 3% cannot be executed without Common Council approval. During 2013 both Common Council approval conditions will occur. The hourly rate limit will exceed \$50.00 per hour in July 2013. Likewise, based on projected wage and step increases for the City of Greenfield employees, the 2013 wage & benefit increases will result in a 5.29% increase for the shared registered sanitarian position [Attachment].

	IGA Rate	Percent Increase	Description
2011	\$48.70	N/A	Baseline
2012	\$48.70	0.00%	Act 10 Implementation
2013	\$51.28	5.29%	Wage & Benefit Increases

**Analysis:** The current IGA with the City of Greenfield has provided a qualified and capable sanitarian for local inspections. The Franklin Health Department budgets for sanitarian services through license fees established by the Common Council. The license cycle is July 1<sup>st</sup> until June 30<sup>th</sup> of the following year. Current license fees are adequate for known 2013-2014 license fee cost centers and projected reimbursement adjustments sought by the City of Greenfield. At its February meeting, the Board of Health reviewed the IGA and rate increases. The Board of Health recommended approval by the Common Council.

**Options**

1. Approve the 2013 intergovernmental hourly rate increase and wage & benefit adjustments.
2. Reject the 2013 intergovernmental hourly rate increase and wage & benefit adjustments.

**Recommendation:** With Board of Health concurrence, the Director of Health & Social Services recommends approval of the 2013 hourly rate increase and wages & benefits adjustments by the Common Council as specified in the intergovernmental agreement.

**Fiscal Note:** Current permit fees for licenses issued by the health department are sufficient to reimburse the City of Greenfield for sanitarian services.

**COUNCIL ACTION REQUESTED**

Motion to approve the reimbursement hourly wage and 2013 wage & benefit increases for registered sanitarian services within the intergovernmental agreement with the City of Greenfield.

**From Paula Schafer(Greenfield Finance Director),  
11/27/12:**

A Beyer		Hourly	Annual	6.65% WRS	7.65% FICA/SS	Weeks	Effective Earnings
2012		27,797 2	34,690.9 1	2,306.9 5	2,653.8 5		
1/1/2013	General Increase % <sup>^</sup>	28,214 2 1.50%	35,211.2 7 1.50%	2,341.5 5 1.50%	2,693.6 6 1.50%	8	\$ 5,417.12
2/28/2013	Step Increase % <sup>^</sup>	29,201 6 3.50%	36,443.5 3 3.50%	2,423.5 0 3.50%	2,787.9 3 3.50%	18	\$ 12,615.0 7
7/1/2013	General Increase % <sup>^</sup>	29,639 6 1.50%	36,990.1 9 1.50%	2,459.8 5 1.50%	2,829.7 5 1.50%	26	\$ 18,495.0 9
12/31/2013	General Increase % <sup>^</sup>	30,084 2 1.50%	37,545.0 4 1.50%	2,496.7 5 1.50%	2,872.2 0 1.50%	0	\$ -
	annual % <sup>^</sup>	8.23%	8.23%	8.23%	8.23%		
General Increase has not been approved yet, only budgeted General Increase would be 1.5% on each of the 3 dates							

	\$
	36,527.2
52	8
Eff %	
Inc.	5.29%

Attachment 1

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2011-6691

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
TO PROVIDE SANITARIAN SERVICES BETWEEN THE  
CITIES OF GREENFIELD AND FRANKLIN

WHEREAS, the Common Council having reviewed an agreement from the City of Greenfield for sanitarian services; and

WHEREAS, the City has determined that it is in the City's best interest to contract with the City of Greenfield for sanitarian services; and

WHEREAS, there exists sufficient appropriated funds in the Public Health Department 2011 Budget to cover this agreement cost;

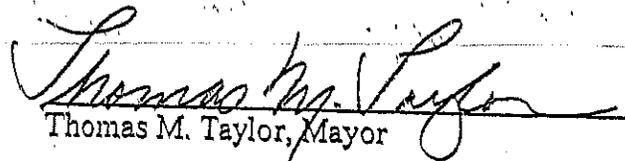
NOW, THEREFORE, BE IT RESOLVED BY THE Mayor and Common Council of the City of Franklin, Wisconsin, that the Intergovernmental Agreement to provide Sanitarian Services between the Cities of Greenfield and Franklin, in the form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk, and Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such agreement.

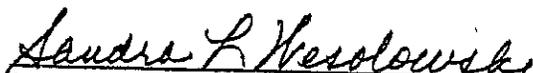
Introduced at a regular meeting of the Common Council of the City of Franklin this 18th day of January, 2011.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 18th day of January, 2011.

APPROVED:

  
Thomas M. Taylor, Mayor

ATTEST:

  
Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE ENVIRONMENTAL  
HEALTH SERVICES BETWEEN THE CITIES OF GREENFIELD AND  
FRANKLIN**

THIS AGREEMENT MADE AND ENTERED INTO this 19<sup>th</sup> day of  
January \_\_\_\_\_, 2011, by and between the City of Greenfield ("Greenfield") and the  
City of Franklin ("Franklin"). This is an intergovernmental agreement pursuant Wis. Stat  
Section 66.0301. Greenfield and Franklin, in consideration of the mutual promises and  
agreements set forth in this Agreement, agree as follows:

1. Intergovernmental Sanitarian Specialist ("Sanitarian"). Greenfield plans to  
hire a "Sanitarian" as a Greenfield employee, and the Sanitarian shall for  
purposes of this agreement be considered a Greenfield employee and not a  
Franklin employee, at all times, including when providing services to or for  
Franklin. Greenfield shall be responsible for all wages and applicable fringe  
benefits of the Sanitarian per City of Greenfield Human Resources policy,  
which current policy may be changed by Greenfield provided notice is given  
to Franklin prior to said policy change. Greenfield is providing all services to  
Franklin under this Agreement as an independent contractor to Franklin.
  
2. Sharing Services with Franklin. Franklin shall be entitled to use the services  
of the Sanitarian for up to an average of twenty hours per week. Franklin shall  
pay Greenfield, for the services rendered by the Sanitarian, at a rate not to  
exceed \$50.00 per hour based on the attached documents, 'Analysis of  
Intergovernmental Sanitarian Specialist Wages and Benefits'. Greenfield and  
Franklin, through their respective Health Officers, shall mutually agree on the  
work schedule for the Sanitarian. The Sanitarian may provide more than  
twenty (20) hours per week of services to Franklin at a rate not to exceed  
\$50.00 per hour with approval from Greenfield. In the event that the  
Sanitarian works a Saturday or any hours during the week beyond the normal  
work hours (Monday-Friday, 8:00 a.m. to 5:00 p.m.), except holidays and  
noted below, Franklin shall pay Greenfield for services rendered at the rate of  
\$60.00 per hour with the minimum call-in time of three (3) hours; in the event

that the Sanitarian works a Sunday or a City of Greenfield recognized holiday, Franklin shall pay Greenfield for services rendered at the rate of \$70.00 per hour with the minimum call-in time of three (3) hours. The hourly rate provided hereunder shall remain in effect during 2011 and an annual hourly-rate adjustment of not to exceed 3% may be executed in writing by the respective Health Officers of each city, however larger adjustments shall require Common Council action. Greenfield and Franklin shall utilize a mutually agreeable record keeping system to track the time spent by the Sanitarian in rendering services to Franklin. The services provided to Franklin shall be performed pursuant to all governmental laws, codes, rules, orders and ordinances.

3. Worker's Compensation. Greenfield shall be responsible for providing worker's compensation insurance coverage for the Sanitarian and Franklin shall reimburse Greenfield for wages paid by Greenfield to the Sanitarian in excess of worker's compensation benefits for that period of time that the Sanitarian is off of work and receiving worker's compensation benefits as a result of injuries sustained while providing sanitarian services to Franklin.
4. Liability. In the event any claim is brought against the Sanitarian as a result of services rendered by the Sanitarian for the City of Greenfield for damages arising out of acts committed while acting within the scope of this employment, Greenfield shall be responsible for reasonable attorney fees and costs incurred in defending such action and shall be responsible for damages and costs incurred as a result of such action. In the event any claim is brought against the Sanitarian as a result of services rendered by the Sanitarian for the City of Franklin for damages arising out of acts committed while acting within the scope of this employment, Franklin shall be responsible for reasonable out-of-pocket attorney fees and costs incurred in defending such action and shall be responsible for damages and costs incurred as a result of such action, except where attorneys fees are covered by each community's insurance coverage. This provision shall not prohibit the City of Franklin from

obtaining and retaining insurance coverage against such claims, nor shall it allow the City of Greenfield to ignore its insurance coverage and obtain separate counsel if the City of Greenfield is brought into a legal suit for its actions outside the sole control of the City of Franklin.

5. Training. Greenfield and Franklin agree that it is necessary that the Sanitarian receive professional training in order to provide an appropriate level of service to its citizens. If necessary training exceeds the training allocation identified in the attached 'Analysis of Wages and Benefits' document, Franklin and Greenfield shall share in the cost of training that is mutually agreed to by the Sanitarian's immediate supervisor in Greenfield and Franklin. In the event that either City believes certain training is appropriate for the Sanitarian, but the other City disagrees, the approving City shall be responsible for the cost of said training and the other City shall have no responsibility for the cost of said training. If Franklin approves the training, but Greenfield does not, the Sanitarian may only attend the training if consented to, although not necessarily approved by, Greenfield.

6. General Provisions.

A. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted under this Agreement.

B. In the event that any portion of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other portions of this Agreement.

C. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties, their agents, employees, officers and directors.

- D. This Agreement shall be binding upon any successor organization or entity, assigns or other successor public entity of either party to this Agreement.
  - E. The Agreement shall not be assigned by any of the parties without the prior written consent of the other party.
  - F. This Agreement may be modified only by a written amendment signed by all parties, except as otherwise specifically provided herein.
  - G. This Agreement shall be governed and interpreted under the laws of the State of Wisconsin.
  - H. This Agreement constitutes the entire Agreement between the parties relating to the subject matter of this Agreement, and all prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this document.
7. Term of Agreement. The term of this agreement shall begin on January 18, 2011, and shall continue for an indefinite period of time. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party, provided that if there is an unexpected or unanticipated separation of employment between the Sanitarian and Greenfield that does not allow Greenfield to provide 90 days written notice to Franklin, this agreement may be terminated by Greenfield effective on such date as the Sanitarian separates from employment with Greenfield.





APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/19/2013
REPORTS & RECOMMENDATIONS	Authorization For The Department Of Public Works To Sell Miscellaneous Surplus Equipment	ITEM NUMBER 6.5.

Staff is requesting authorization to post for sale the following City of Franklin equipment:

- Unit 1 – Building Inspection 1998 Jeep Cherokee 4 X 4
- Unit 2 – Building Inspection 1998 Jeep Cherokee 4 X 4
- Unit 3 – Building Inspection 1999 Ford Explorer 4 X 4
- Unit 4 – City Hall transfer to DPW, one 2001 Ransome wide area mower

Staff will set a minimum bid and post each unit for sale on [www.wisconsinsurplus.com](http://www.wisconsinsurplus.com), an online auction website. During the auction each item will be displayed for sale and inspection at the Public Works garage. Interested parties will be directed to the Wisconsin Surplus website for bidding. The online auction will remain active for 14 calendar days. At the close of the auction staff is requesting to sell the surplus equipment if a reasonable bid is received. There is no cost to the seller for this website service, whether the items are sold or not sold.

### COUNCIL ACTION REQUESTED

Authorize the Public Works Superintendent to execute such documents and contracts as necessary to sell miscellaneous surplus City of Franklin equipment on the Wisconsin Surplus website, [www.wisconsinsurplus.com](http://www.wisconsinsurplus.com) at the close of the auction.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	<b>SUBJECT:</b> Results of the survey for the extension of sanitary sewer on S. 76 <sup>th</sup> Street 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. 76 <sup>th</sup> Street to S. 76 <sup>th</sup> Street	3/19/13 <b>ITEM NO.</b> <i>G. 6.</i>

**BACKGROUND**

Pursuant to the direction of the Common Council relative to surveying the property owners on the subject area, please be advised that said survey has been completed and the results are 9 property owners in favor of the extension of sanitary sewer and 12 property owners against the extension of sanitary sewer.

**ANALYSIS**

The practice of the survey is to count one vote for each property owner (if one property owner owns more than one property, they only receive one vote). Eight property owners did not respond to the survey and a number of the properties that did not respond are large properties.

**OPTION**

Policy decision.

**FISCAL NOTE**

Funding through special assessments and connection for account.

**RECOMMENDATION**

Direction from the Common Council.

JMB/sg

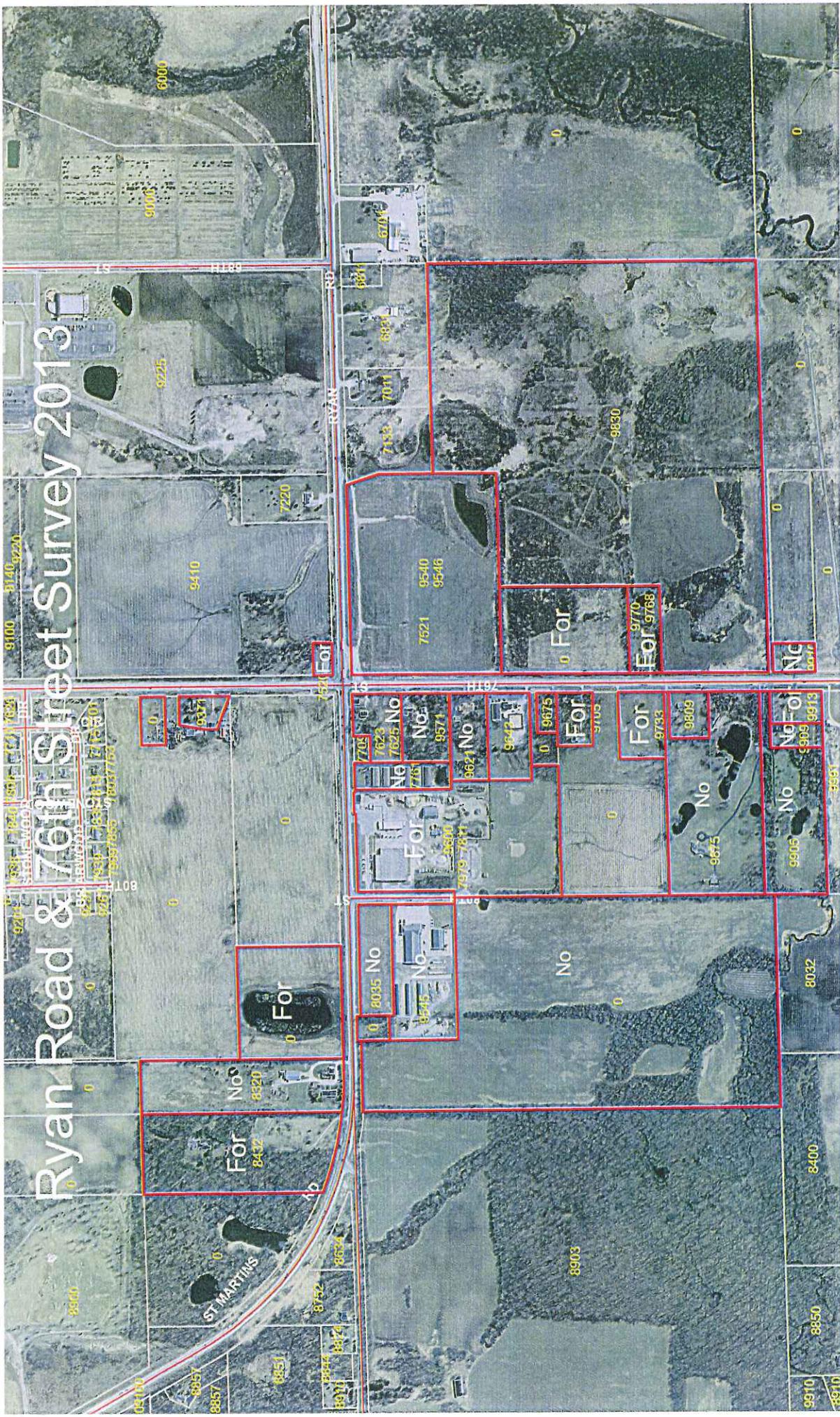
Encl.

*J B's Copy*

RYAN ROAD AND 76TH STREET EXTENSION OF SANITARY SEWER 2013

#	FOR AGAINST	PARCEL_ID	PROPERTY_ADDR	OWNER_NAME	MAIL_STRE	MAIL_CITY	MAIL_ZIP
1	X	884 9998 000	7520 W RYAN RD	Steven, Gregory & Robert Smith	2840 N BROOKFIELD RD	BROOKFIELD	WI 53005
2		885 9998 000	8320 W RYAN RD	Peggy J Dobron	8320 W RYAN RD	FRANKLIN	WI 53132
3		885 9999 002	0 S 76TH ST	STONEWOOD GLEN LLC [Unable to Forward	2140 N DEAN RD	RIVERHILLS	WI 53217
4		885 9999 005	9371 S 76TH ST	O'CONNOR COMPANY INC	9371 S 76TH ST	FRANKLIN	WI 53132
5	X	885 9999 008	0 W RYAN RD	Martin H Katz & B. A Swislow/Joseph Leon & J. %WELLSTON PROP	200 N J MILWAUKEE	FRANKLIN	WI 53202
6	X	886 9999 000	8432 W RYAN RD	Michael Mazola	8432 W RYAN ROAD	FRANKLIN	WI 53132
7		896 9985 000	7625 W RYAN RD	Ronald & Paul Skarie	7623 W RYAN RD	FRANKLIN	WI 53132
8		896 9986 000	9571 S 76TH ST	Gary & Linda Burch	9571 S 76TH ST	FRANKLIN	WI 53132
9		896 9987 001	7761 W RYAN RD	MAPL STORAGE LLC	7761 W RYAN RD	FRANKLIN	WI 53132
10	X	896 9990 001	7811 W RYAN RD	CITY OF FRANKLIN Attn: Jerry Schaefer	9229 W LOOMIS RD	FRANKLIN	WI 53132
11		896 9993 000	9621 S 76TH ST	Ronald A & Debra K Paap	9621 S 76TH ST	FRANKLIN	WI 53132
12		896 9994 003	9643 S 76TH ST	DESM PROPERTY HOLDING INC	9643 S 76TH ST	FRANKLIN	WI 53132
13		896 9995 000	9675 S 76TH ST	Jerome & Debbie Hribar	9675 S 76TH ST	FRANKLIN	WI 53132
14		896 9996 001	0 W RYAN RD	ARCHDIOCESE OF MILWAUKEE	P O BOX 07912	MILWAUKEE	WI 53207
15		896 9996 002	8035 W RYAN RD	ELAINE WORZELLA TRUST	S77W12929 MCSHANE DR.	MUSKEGO	WI 53150
16		896 9996 003	9545 S 80TH ST	WORZELLA ENTERPRISES LTD PRTRNSP	9545 S 80TH ST	FRANKLIN	WI 53132
17		896 9997 000	0 W RYAN RD	Brett Villwock	10630 W. Monastery Dr.	FRANKLIN	WI 53132
18		896 9998 000	9809 S 76TH ST	Gordon Selke	9809 S 76TH ST	FRANKLIN	WI 53132
19	X	896 9999 004	9705 S 76TH ST	Michael & Barbara Hannagan	9705 S 76TH ST	FRANKLIN	WI 53132
20	X	896 9999 007	9733 S 76TH ST	SOUTHBROOK CHURCH INC	P O BOX 320135	FRANKLIN	WI 53132
21		896 9999 010	9875 S 76TH ST	Roger L Demark	9875 S 76TH ST	FRANKLIN	WI 53132
22		897 9996 000	9546 S 76TH ST	J & Mary O'Malley	5200 W LOOMIS RD	GREENDALE	WI 53129
23	X	897 9997 000	0 S 76TH ST	Thomas, Richard & Steven Duranso	W205 S8125 PASADENA DF	MUSKEGO	WI 53150
24	X	897 9998 000	9770 S 76TH ST	James & Joyce Houtler	9770 S. 76TH STREET	FRANKLIN	WI 53132
25		897 9999 000	9830 S 76TH ST	MILWAUKEE COUNTY Attn: County Clerk & P	901 N 9TH ST ROOM 102	MILWAUKEE	WI 53233
26		933 9990 001	9910 S 76TH ST	Nancy Hinz	9910 S 76TH ST	FRANKLIN	WI 53132
27	X	934 9989 000	9913 S 76TH ST	Joseph & Jill Hanrahan	9913 S 76TH ST	FRANKLIN	WI 53132
28		934 9990 000	9909 S 76TH ST	Charles R & Christine Morgan	9909 S 76TH ST	FRANKLIN	WI 53132
29		934 9991 003	9905 S 76TH ST	Valerie L Branback	9905 S 76TH ST	FRANKLIN	WI 53132
9				TOTAL			

# Ryan Road & 70th Street Survey 2013



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Tax Key No: 896 9999 010  
Property Address: 9875 S 76TH ST

January 22, 2013

Roger L Demark  
9875 S 76TH ST  
FRANKLIN, WI 53132

Good Day!

Please be advised that the Franklin Common Council, after receiving a request for the extension of sanitary sewer from a property owner fronting S. 76th Street south of W. Ryan Road, has directed the Engineering Department to survey the property owners abutting S. 76th Street, from a point 3000 feet south of W. Ryan Road to a point 1400 feet north of W. Ryan Road and on W. Ryan Road from S. 76th Street to a point 2700 feet west of S. 76th Street, to ascertain whether the majority of the property owners are "in favor of" or "against" the extension of sanitary sewer. A sanitary sewer extension is now possible due to the construction of the Ryan Creek Interceptor (RCI) which is now nearly complete. The Ryan Creek Interceptor is a major transmission sanitary sewer with no local service connections, but for the first time to provide sanitary sewer service to the southwest portion of the City. It is City policy to assess the cost of the local sanitary sewer system that will provide receive local service.

The estimated maximum assessment cost based on 2013 cost to extend sanitary sewers to serve the above described are as follows:

One and Two Family Residentially Zoned Property  
2013 rate: \$82.25/front foot

Business, Industrial & Multi-Family Zoned Property  
2013 rate: \$107.00/front foot

In addition to the front foot charge a lateral will be extended to the right-of-way line for each existing building. The cost of the lateral is estimated to be \$3,250 each. Additional laterals can be requested for future connections.

In addition to the above special assessment costs as stated above, the property owner would need to incur the cost to extend the sanitary sewer lateral from the street right of way to the building. The cost to extend the lateral from the street line to the building will vary from parcel to parcel depending on the distance that the building is from the street right-of-way line, tightness of the construction site, soil conditions and the condition of the existing plumbing within the building. Connection to the sanitary sewer is required within one year after the installation of the sanitary sewer is completed.

At the time of connection to the sanitary sewer the property owner must also pay a connection/impact fee. This fee has not yet been established for the Ryan Creek Service area, but the City's consultant has recommended a fee in the general level of \$ 2,900 for a single family residence. This fee is paid at the time of connection to the sanitary sewer when the plumbing permit is applied for.

In addition to the actual installation cost of sanitary sewer, a sanitary sewer service charge is billed to the property owner on a quarterly basis. The 2012 fee for a single-family home is \$51.30 per quarter (on a monthly basis, this is \$17.10).

The following is an example of the maximum sanitary sewer assessment for a 150-foot wide lot based on 2013 charges:

<u>One and Two Family Residentially Zoned Property</u>	
150 ft. x \$82.25 per Foot	\$ 12,337.50
Lateral Cost	<u>\$ 3,250.00</u>
Total Assessment Cost:	\$ 15,587.50

<u>Business, Industrial &amp; Multi-Family Zoned Property</u>	
150 ft. x \$107.00 per Front Foot	\$ 16,050.00
Lateral Cost	<u>\$ 3,250.00</u>
Total Assessment Cost	\$ 19,300.00

Based on the above information each property owner should be able to calculate the assessment charge by taking the lot frontage times the rate.

As stated above a connection fee/impact fee is in the process of being established by the elected officials. The recommended fee is \$2,900.00 for single-family and the fee for non-residential will vary based on the type of operation and the amount of waste discharged.

Note: In addition to the above costs, the property owner would incur the cost to extend the lateral from the lot line into the home (structure) and the connection to the existing plumbing within the house (structure). The City code requires connection within one year after the sanitary sewer is completed.

The City's assessment policy provides for a twelve (12) year payment program at the current interest rate of six (6) percent.

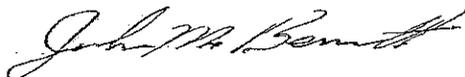
Please indicate on the enclosed form whether you are "in favor of" or "against" the extension of sanitary sewer to your property and using the self-addressed, stamped envelope, return the form on or before February 25, 2013.

The results of the survey will be placed on the March 19, 2013 Common Council meeting agenda. The Common Council meets in City Hall, 9229 W. Loomis Road, at 6:30 p.m.

Please note that the questionnaire will only be counted if returned by the deadline date noted above.

If you have any questions, please feel free to contact me, weekdays between the hours of 8:30 a.m. until noon and 1:00 p.m. until 5:00 p.m. at (414) 425-7510.

Very truly yours,



John M. Bennett, P.E.  
City Engineer  
JMB/db  
Enc.

cc: Mayor Thomas M. Taylor                      Alderman Ken Skowronski  
Alderman Steve Taylor                            Alderman Steve Olson  
City Clerk, Sandra Wesolowski                Business Administrator, Mark Luberda



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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	<b>SUBJECT:</b> Authorization for City Engineer to sign temporary right-of-entry and temporary construction easements for Private Property Inflow and Infiltration project on S. 37 <sup>th</sup> Place from W. Rawson Avenue to W. Madison Boulevard	3/19/13  <b>ITEM NO.</b>  <i>6.7.</i>

**BACKGROUND**

Pursuant to the MMSD financed Private Property Inflow and Infiltration program, staff has been working with the homeowners on this section of S. 37<sup>th</sup> Place and has obtained 30 of the 31 rights-of-entry (the one not obtained is in foreclosure and no one will take responsibility). Staff has developed six (6) different right-of-entry and construction easements depending on the work to be done on each property. The residents have been very cooperative and staff has shared the closed circuit television DVD's on the condition of their sewer laterals.

**ANALYSIS**

After discussion with the City Attorney, he recommends that the City Engineer be given authority by the Common Council to sign the temporary right-of-entry and temporary construction easements. The contract to do the work on private property will include a hold harmless clause and require the contractors to have insurance. All the temporary right-of-entry and temporary construction easements are similar with each spelling out what will be done on the specific property. A sample is included, but if the elected officials would like to review all the easements, they are available in the Engineering Department.

**OPTION**

Approve

or

Table

**FISCAL NOTE**

All costs, except administration costs, will be reimbursed by the District.

**RECOMMENDATION**

Motion to authorize the City Engineer to sign the temporary right-of-entry and temporary construction easements for the Private Property Inflow and Infiltration rehabilitation on S. 37<sup>th</sup> Place from W. Rawson Avenue to W. Madison Boulevard.

JMB/sg

Encl.

CITY OF FRANKLIN  
PRIVATE PROPERTY INFILTRATION AND INFLOW PROGRAM

RECEIVED

TEMPORARY RIGHT-OF-ENTRY and TEMPORARY CONSTRUCTION EASEMENT

DEC 12 2012

S. 37th Place from W. Rawson Avenue to W. Madison Boulevard

City of Franklin  
Engineering Department

[Property Owner] ("OWNER") Brian Hood grants to the City of Franklin ("CITY"), its agents and contractors, the right to enter upon the following described real property owned by OWNER:

[Property Address]: 7128 S 37th Pl; Tax Key Number: 760 0001 600  
and the improvements thereupon (together called the "PROPERTY") so that the CITY, at CITY'S expense, may replace the existing waste water sump pump and crock with a code compliant sump pump and crock with the elimination of the foundation drain tile connection to the waste water sump pump at the PROPERTY, as described below. The OWNER and the CITY agree to the following terms:

**I. General Conditions:**

- A. **CITY Expense; Compliance with Laws.** All work performed on the PROPERTY by CITY, or CITY's employees, agents and contractors, shall be at CITY's sole expense and shall be conducted in compliance with all federal, state and local laws, orders, regulations and ordinances. CITY shall be responsible for obtaining any permits or approvals required by law for the work to be performed by CITY at the PROPERTY.
- B. **Scope of Work; Restoration; No Liens.** The CITY shall replace the existing waste water sump pump and crock with the disconnection of the foundation drain tile from the waste water sump pump.

**Remove Foundation Drain Tile and Connection.** The CITY shall contract with a licensed plumbing contractor to enter into the basement to install a code compliant gas tight, explosion proof waste water sump pump and crock to replace the existing sump pump and crock and to disconnect the drain tile from the waste water sump pump as follows:

- i. OWNER hereby allows CITY, its employees, agents and contractors, the right to enter upon the PROPERTY to install a code compliant gas tight, explosion proof waste water sump pump and crock to replace the existing sump pump and crock along with the disconnection of the foundation drain tile from the waste water sump pump. (Note: the existing clear water sump pump will continue to pump the foundation drain tile ground water to the outside surface.)
- ii. CITY, its employees, agents and contractors shall be responsible for the patching of the concrete floor and all clean up related to the installation process.
- iii. During the construction there may be some limitation on sewer service, but such limitation on use should not be longer than twelve (12) hours.
- iv. The ownership and maintenance requirements of the waste water sump pump system shall be the responsibility of the OWNER, except the waste water sump pump will have a three (3) year warrantee.

- v. All work in the OWNERS home will be by appointment and the OWNER agrees to be at or have a representative at the premises during the inside work.
  - vi. All cost for the installation of the new waste water sump pumping system and disconnection of the foundation drain tile connection will be completed at no cost to the OWNER.
- C. **Advance Notice.** CITY, its employees, agents and contractors, shall provide at least two (2) days written notice before commencing construction at the PROPERTY.
- D. **Insurance; Hold Harmless.** CITY shall cause its contractor(s) to maintain insurance coverage. CITY agrees to hold OWNER harmless regarding any damage or injury to person or PROPERTY caused by CITY or its employees, agents or contractors on the PROPERTY (except for damage or injury occasioned by intentional acts or omissions of OWNER).
- E. **Duration.** This Temporary Right-of-Entry and Temporary Construction Easement shall be effective as of the date indicated below and shall remain in effect until completion of the work authorized hereunder, or until December 31, 2013, whichever occurs first.

**II. Conditions specific to subject property (Property Address):**

From the home inspection it was determined that the foundation drain tiles were connected to the sanitary sewer system and similar to a defective lateral, allows the entrance of clear water into the sanitary sewer system. The CITY will have the waste water sump pump replaced and the foundation drain tile disconnected from the waste water sump pump at no cost to the OWNER.

Dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the "Effective Date").

**CITY:**

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

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

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

**OWNER:**

By: *Brian T Smith*

Name Printed: Brian T Smith

Mailing Address (if different from property address) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Phone Number: Daytime: \_\_\_\_\_ Evening: \_\_\_\_\_ Mobile: 414-218-9530

PROJECT WORK SCHEDULE  
 South 37th Place Private Property Sanitary Sewer  
 City of Franklin  
 November 2012

Sewer Type	From MH	To MH	Address	Street	Base Bid		Base Bid		Basement Problem	#1	#2	#3	#4	#5	#6	#7
					Lateral Length Relay (LF)	Lateral Length (LF)	Lateral Cleanout (EA)	Root Clearing (LF)								
Lateral	3-521	3-329	7336	37th Place		57	1	57	✓							
Lateral	3-521	3-329	7341	37th Place		55	1	55			✓				✓	
Lateral	3-521	3-329	7324	37th Place		56	1	56			✓					
Lateral	3-521	3-329	7323	37th Place		58	1	58	✓							
Lateral	3-521	3-329	7312	37th Place		58	1	58						✓		
Lateral	3-521	3-329	7311	37th Place		57	1	57						✓		
Lateral	3-329	3-330	7300	37th Place		60	1	60						✓		
Lateral	3-329	3-330	7299	37th Place		56	1	56			✓					
Lateral	3-329	3-330	7288	37th Place		55	1	55						✓		
Lateral	3-329	3-330	7287	37th Place		56	1	56						✓		
Lateral	3-329	3-330	7276	37th Place		55			✓							
Lateral	3-329	3-330	7275	37th Place		53	1	53			✓					
Lateral	3-329	3-330	7264	37th Place		58	1	58	✓						✓	
Lateral	3-329	3-330	7263	37th Place		58	1	58							✓	
Lateral	3-329	3-330	7252	37th Place		55				✓						
Lateral	3-330	3-331	7251	37th Place		56	1	56							✓	
Lateral	3-330	3-331	7240	37th Place		55	1	55							✓	
Lateral	3-330	3-331	7239	37th Place					✓							
Lateral	3-330	3-331	7228	37th Place		55	1	55							✓	
Lateral	3-330	3-331	7227	37th Place		57	1	57			✓					
Lateral	3-330	3-331	7216	37th Place		56	1	56			✓					
Lateral	3-330	3-331	7215	37th Place		56	1	56	✓						✓	
Lateral	3-330	3-331	7204	37th Place		54	1	54	✓					✓		
Lateral	3-330	3-331	7203	37th Place		57	1								✓	
Lateral	3-331	3-332	7192	37th Place		56			✓							
Lateral	3-331	3-332	7191	37th Place		55	1	55			✓					
Lateral	3-331	3-332	7166	37th Place		55	1	55	✓						✓	
Lateral	3-331	3-332	7165	37th Place		53	1	53							✓	
Lateral	3-332	3-333	7154	37th Place		57	1	57							✓	
Lateral	3-332	3-333	7153	37th Place		57	1	57			✓					
Lateral	3-332	3-333	7136	37th Place		21	10	10								
Lateral	3-332	3-333	7128	37th Place			1		✓							
Lateral	3-332	3-333	3721	Rawson Ave.		51	1	51							✓	
Totals					187	1521	28	1464								



April 18, 2012

«PARCEL\_ID»                      Property Address: «ADDRESS»

«OWNER\_NAME1»

«OMAIL\_STRE»

«OMAIL\_CITY», «OMAIL\_STAT» «OMAIL\_ZIP»

Good Day,

We are contacting you about a unique opportunity to repair damaged laterals at no cost. As you may be aware, the City of Franklin and the regional Milwaukee Metropolitan Sewerage District (MMSD) experienced unprecedented rainfall events over the last few years. These rain events caused significant overland flooding and basement backups in surrounding communities. The excessive storm water entering the sanitary sewer system created a hydraulic overload and overwhelmed the regional sanitary sewer system resulting in massive sanitary sewer by-passes in the system and large amounts of sewerage entering Lake Michigan. While the City of Franklin did not have significant sewerage backups, many communities in the region have large areas that were inundated with sewerage back-ups. As a result of these rain events and the damage caused by the flooding, the MMSD has allocated funding to all 28 communities in the District including the City of Franklin to study and correct the effects of storm water and groundwater inflow and infiltration (I/I) into the private sewer system.

We are pleased to announce that your neighborhood has been selected, which has the oldest sanitary sewers in the City, to participate in a Pilot Program at no cost to the homeowner to identify and eliminate private sources of (I/I) into the public sanitary sewer system. The Pilot Program will be conducted at no cost to the homeowner, but will not be repeated again on this section of S. 37<sup>th</sup> Place (a onetime event).

Over the past years, the City has worked to eliminate I/I from entering the public sewers in its right of way (along streets). It is important to note, however, that removing only the public sources of I/I was found not to be enough; it is essential to study private sources also.

To that end, the City of Franklin has hired Ruekert & Mielke, Inc. and Visu Sewer, Inc. to assist in performing inspection services for this project including property inspections/surveys and dyed water testing with the televising of private sewer laterals. We hope to complete this work in late spring or early summer of this year. A final report of the exploration will be forwarded to each participating owner describing findings of the examination, including a DVD of the closed circuit televising of the lateral, and recommendations to address sources of I/I. If significant private sewer lateral leaks or wet basement or yard drainage issues are found, you then may participate in the next phase of the program to fix the defects, again at no cost to you the homeowner. This could include the replacement or relining of your existing lateral. It is our

understanding that many home owners are experiencing root problems with their lateral, and the replaced or relined lateral will eliminate root problems. This program could add value to your home as home inspection services are beginning to require the televising of laterals prior to sales.

Your participation in this Pilot Study is voluntary, but essential, in order for the City of Franklin to obtain accurate and useful information to improve the City's sanitary sewer system. Furthermore, the results of the Pilot Study will be used to establish a City-wide program for private source I/I removal.

The project will be discussed in greater detail at the public informational session planned to be held in the neighborhood this spring. City and Consultant personnel will be available to answer any questions about the program at that time. We look forward to meeting with you and receiving your input on this important endeavor. Should you have any questions, please contact me. **This meeting will be held at the park on the northeast corner of S. 37<sup>th</sup> Place and W. Madison Boulevard from 4:00 p.m. to 6:30 p.m. on April 25, 2012.** You may attend anytime during the informational meeting.

If you feel comfortable with the above explanation, please sign the form and return it in the self-addressed envelope. Prior to the replacement or relining of the proposed or other rehabilitation approved work, you will be contacted and have the opportunity to accept or deny the proposed lateral rehabilitation.

Sincerely,

CITY OF FRANKLIN



John M. Bennett, P.E.

City Engineer

JMB/db

Enc.

C: Ald. Wilhelm, Ph. 423-1606 or [kwilhelm@franklinwi.gov](mailto:kwilhelm@franklinwi.gov)

November 30, 2012

«OWNER\_NAME1»  
«OMAIL\_STRE»  
«OMAIL\_CITY», «OMAIL\_STAT» «OMAIL\_ZIP»

Re: Tax Key No.: «PARCEL\_ID»  
Property Address: «ADDRESS»

Good Day,

As a follow-up to my April 18, 2012 letter contacting you about a unique opportunity to repair failing lateral at no cost to the property owner, I would like to advise you that the study process of this project has been completed. The cooperation staff received from the property owners on S. 37<sup>th</sup> Place was outstanding and much appreciated. We have been able to test the laterals of all 33 homes and have completed home inspections at the 11 homes with basements. Please find enclosed two DVD's of the closed circuit television (CCTV) of your lateral. The City of Franklin DVD shows the initial condition of your sewer lateral and the Ruekert•Mielke DVD shows the results to the dye injection. You should be able to play these on your computer or on your television through a DVD player.

The results of the dye testing of the laterals have resulted in identifying that 31 of the 33 laterals with major leaks that are infested with roots. The root problems were so bad that the City contracted to have the roots cut from the inside of home for 15 laterals.

All but two of the laterals were found to be failing with major leaks and large infestation of roots. These laterals can be repaired or replaced with funding from MMSD at no cost to the property owner. Two (2) methods are available for fixing the failed laterals. The first being a lateral relay where a new lateral is installed from the main line sanitary sewer located in the center of the street to the foundation of the home. The second being a "T" liner would be installed by launching it from inside the main line sanitary sewer with only a small 2 foot by 4 foot hole disturbance extracted above the sanitary sewer near the foundation. Both methods result in a water tight lateral that will be root free and last for many decades.

Some of the laterals are in poor structural condition such that relining is not feasible and some laterals are located such that a relay is not practical due to trees, planters, steps or other structures would be damaged with a relay. In a number of homes, either method will work and in these cases, staff recommended bidding both methods and utilizing the most cost effective. Please note on the enclosed document which method has been selected for your home.

Home inspections of basements were also very effective as the plumbing inspector was able to complete a basement inspection of all 11 homes with basements. The result of the home inspection indicated that 10 of the 11 homes with basements have the foundation drain tiles connected to the waste water sump crock. Also, the waste water sumps were non-compliant as they were not a gas sealed system. The good news is that the City can use the Milwaukee Metropolitan Sewerage District (MMSD) funding to have the drain tiles disconnected from the waste water system and a new code compliant sump pump installed at no cost to the property owner.

Page 2

The City Attorney has approved a simple, easy to read document that you should be able to sign without engaging legal review. Please find enclosed the document, that when signed, will allow the City to complete the items contained in the document [see conditions specific to subject property (property address)].

The City is planning to begin the process of public work bidding to complete the sanitary sewer lateral rehabilitation and the necessary plumbing necessary to remove the foundation drain tile connection to the sanitary sewer and installing a waste water sump pump for the homes with basements.

If you have any questions, please call me at (414) 425-7510. I am available from 8:30 a.m. to noon and 1:00 p.m. to 5:00 p.m. I have voicemail and will return your call.

Please review the right-of-entry and temporary construction easement at your earliest convenience and return it in the stamp-self addressed envelope on or before December 15, 2012. The second copy is for your files. Your prompt response is appreciated.

Yours very truly,

John M. Bennett, P.E.  
City Engineer

JMB/sg  
Encl.

cc: Alderperson Kristen Wilhelm

**PROPERTY OWNER AUTHORIZATION**  
**FOR THE CITY OF FRANKLIN TO COMPLETE**  
**SANITARY SEWER INSPECTION AND DYE WATER TESTING**  
**OF THE SANITARY SEWER LATERAL**  
At «ADDRESS»

The City of Franklin is planning to inspect and complete dye water testing of the sanitary sewer laterals on S. 37<sup>th</sup> Place from W. Rawson Avenue to W. Madison Blvd. It is important to have co-operation from the property owners to complete the general property inspection and dye water testing which will be done at no cost to the property owner. In some cases where the lateral has extensive root problems it may be necessary to have the lateral cleaned and the roots cut prior to proceeding with the dye water testing. The cleaning and root cutting will be done by a private contractor and completed from the clean-out, either in the basement or on the first floor for homes without basements, again at no cost to the property owner.

- I (We) authorize the City and its contractor(s) to conduct an inside and/yard inspection, perform a televised inspection of the sanitary sewer lateral, clean and root cut the sewer lateral if necessary and complete dye testing of the lateral which will be conducted from outside the home.
- I (We) choose **NOT** to participate in the PPII Reduction Program and understand that this program is not planned to be offered at a future time.

Please note that if you have questions regarding this program or the procedures that are planned, the City will be holding an **informational meeting at the park site located on the northeast corner of S. 37th Place and Madison Boulevard on April 25, 2012 from 4:00 p.m. to 6:30 p.m.** This will be an open house type of meeting and you can attend anytime during the open hours.

Property Owner Name(s): \_\_\_\_\_

Property Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Phone Numbers: \_\_\_\_\_ (daytime) \_\_\_\_\_ (evening) \_\_\_\_\_ (mobile)

\_\_\_\_\_  
Signature of Property Owner(s)  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Property Owner (s)  
Date: \_\_\_\_\_

Please complete and return to the Engineering Department in the self-addressed envelope.

<b>APPROVAL</b>  <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b>  3/19/13
Reports & Recommendations	<b>SUBJECT:</b> A Resolution Awarding the 2013 Bituminous and Aggregate Material Bids	<b>ITEM NO.</b>  <i>G.8.</i>

**BACKGROUND**

The City of Franklin Department of Public Works uses bulk asphalt and aggregate products for construction projects throughout the year.

**ANALYSIS**

Contract documents were prepared by staff; the project advertised and bids opened on March 12, 2013. Attached is a copy of the results of those bids.

**OPTIONS**

Reject bids.

**FISCAL NOTE**

All bids presented were found to be in order. The successful bids are in line with fair market prices.

**RECOMMENDATION**

Motion to adopt Resolution No. 2013 - \_\_\_\_\_, a resolution awarding bids in accordance with the attached Engineering Department recommendations.

MB/sg  
Encl.

RESOLUTION NO. 2013-\_\_\_\_\_

RESOLUTION AWARDING 2012 BITUMINOUS AND AGGREGATE MATERIAL CONTRACTS

WHEREAS, bids for bituminous and aggregate materials were solicited by the City, and

WHEREAS, the City Engineer has recommended that the following named contractors be awarded contracts for bituminous and aggregate materials:

1. Plant Mixed Bituminous Concrete Patch (Hot)
  - a. Binder at \$41.00/ton to Payne & Dolan
  - b. 1/2" mix at \$46.50/ton to Payne & Dolan
  - c. 3/8" mix at \$49.00/ton to Payne & Dolan
  - d. 1/4" mix – No Bids
2. Bonifiber Bituminous Winter Patch at \$110.00/ton to Franklin Aggregates
3. Pulverizing Pavement at \$2.25/sq. yd. to Payne & Dolan
4. Pavement Cold Planing at \$7.25/sq. yd. to Payne & Dolan
5. Bituminous Concrete Binder Course at \$63.00/ton to Payne & Dolan
6. Bituminous Concrete Surface Course at \$69.00/ton to Payne & Dolan
7. Mobilization for Pulverizing at \$1,500.00 ea. to Payne & Dolan
8. Tack Coat at \$2.25/gallon to Payne & Dolan
9. Crushed Stone No. 1 at \$7.80/ton to Franklin Aggregates
10. Crushed Stone #2 & #3 at \$7.80/ton to Franklin Aggregates
11. Traffic Bound 3/4" at \$5.30/ton to Franklin Aggregates
12. Traffic Bound 1", 1-1/2", & 3" at \$5.30/ton to Franklin Aggregates
13. Breaker Run 125mm gradiated at \$7.80/ton to Franklin Aggregates
14. Stone Chips 3/8" & 1/2" at \$9.75/ton to Franklin Aggregates
15. Stone Screenings 1/4" at \$5.30/ton to Franklin Aggregates

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the above named contractors be awarded contracts for bituminous and aggregate materials for sums not to exceed the quoted price and that the Mayor and/or City Clerk are directed to execute the necessary documents on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED:

\_\_\_\_\_  
Thomas M. Taylor, Mayor

ATTEST:

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

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




---

MEMORANDUM: FROM ENGINEERING

DATE: March 12, 2013  
 TO: Mayor and Common Council  
 FROM: Engineering Department  
 SUBJECT: 2013 Bituminous and Aggregate Bids

On March 12, 2013, the City of Franklin received bids for bituminous and aggregate materials. The bids received were as follows:

Item 1	<u>Plant Mixed Bituminous Concrete Patch (Hot)</u> Black Diamond	<u>Mix Type</u>	<u>Per Ton</u>	<u>2012 Bid</u>
		Binder	\$ 44.00	\$ 48.25
		1/2"	No Bid	No Bid
		3/8"	\$ 53.25	\$ 53.40
		1/4"	No Bid	No Bid
	Payne & Dolan	Binder	\$ 41.00	\$ 42.75
		1/2"	\$ 46.50	\$ 48.75
		3/8"	\$ 49.00	\$ 51.00
1/4"		No Bid	No Bid	
Item 2	<u>Bonifiber Bituminous Winter Patch</u> Franklin Aggregates	<u>Per Ton</u>	<u>Per Ton</u>	
		\$110.00	\$110.00	
Item 3	<u>Pulverizing Pavement</u> Black Diamond	<u>Per Sq Yd.</u>	<u>Per Sq Yd.</u>	
		\$ 5.50	\$ 5.50	
	Payne & Dolan	\$ 2.25	\$ 2.00	
Item 4	<u>Pavement Cold Planing</u> Black Diamond	<u>Per Sq Yd.</u>	<u>Per Sq Yd.</u>	
		\$ 12.00	\$ 10.00	
	Payne & Dolan	\$ 7.25	\$ 7.00	
Item 5	<u>Bituminous Concrete Binder Course</u> Black Diamond	<u>Per Ton</u>	<u>Per Ton</u>	
		\$ 70.50	\$ 70.00	
	Payne & Dolan	\$ 63.00	\$ 62.00	

Page 2  
 2013 Bituminous and Aggregate Bids

Item 6	<u>Bituminous Concrete Surface Course</u>	<u>Per Ton</u>	<u>2012 Bid</u>
	Black Diamond	\$ 76.00	\$ 75.00
	Payne & Dolan	\$ 69.00	\$ 68.00
Item 7	<u>Mobilization for Pulverizing</u>	<u>Per Each</u>	<u>Per Each</u>
	Black Diamond	\$1,500.00	\$2,000.00
	Payne & Dolan	\$1,500.00	\$1,500.00
Item 8	<u>Tack Coat</u>	<u>Per Gallon</u>	<u>Per Gallon</u>
	Black Diamond	\$ 4.00	\$ 4.00
	Payne & Dolan	\$ 2.25	\$ 2.25
Item 9	<u>Crushed Stone No. 1</u>	<u>Per Ton</u>	<u>Per Ton</u>
	Franklin Aggregates	\$ 7.80	\$ 7.75
	Vulcan Materials	\$ 8.78	\$ 7.78
Item 10	<u>Crushed Stone No. 2 &amp; No. 3</u>	<u>Per Ton</u>	<u>Per Ton</u>
	Franklin Aggregates	\$ 7.80	\$ 7.65
	Vulcan Materials	\$ 8.78	\$ 7.78
Item 11	<u>Traffic Bound 3/4"</u>	<u>Per Ton</u>	<u>Per Ton</u>
	Franklin Aggregates	\$ 5.30	\$ 4.70
	Vulcan Materials	\$ 5.90	\$ 4.90
Item 12	<u>Traffic Bound 1", 1 1/2" &amp; 3"</u>	<u>Per Ton</u>	<u>Per Ton</u>
	Franklin Aggregates	\$ 5.30	\$ 4.70
	Vulcan Materials	\$ 5.90	\$ 4.90
Item 13	<u>Breaker Run - 125 mm gradiated</u>	<u>Per Ton</u>	<u>Per Ton</u>
	Franklin Aggregates	\$ 7.80	\$ 7.70
	Vulcan Materials	\$ 8.88	\$ 7.78
Item 14	<u>Stone Chips 3/8" &amp; 1/2"</u>	<u>Per Ton</u>	<u>Per Ton</u>
	Franklin Aggregates	\$ 9.75	\$ 8.50
	Vulcan Materials	\$ 9.87	\$ 8.87
Item 15	<u>Stone Screenings 1/4"</u>	<u>Per Ton</u>	<u>Per Ton</u>
	Franklin Aggregates	\$ 5.30	\$ 4.10
	Vulcan Materials	\$ 6.38	\$ 5.38

It is the recommendation of the Engineering Department to award the 2013 Bituminous and Aggregate Materials contracts as follows:

Item 1	<u>Plant Mixed Bituminous Concrete Patch (Hot)</u> Payne & Dolan	Binder @	\$ 41.00/ton
		1/2" @	\$ 46.50/ton
		3/8" @	\$ 49.00/ton
		1/4" @	No Bids
Item 2	<u>Bonifiber Bituminous Winter Patch</u> Franklin Aggregates	@	\$ 110.00/ton
Item 3*	<u>Pulverizing Pavement</u> Payne & Dolan	@	\$ 2.25/sq yd
Item 4*	<u>Pavement Cold Planing</u> Payne & Dolan	@	\$ 7.25/sq yd
Item 5*	<u>Bituminous Concrete Binder Course</u> Payne & Dolan	@	\$ 63.00/ton
Item 6*	<u>Bituminous Concrete Surface Course</u> Payne & Dolan	@	\$ 69.00/ton
Item 7*	<u>Mobilization for Pulverizing</u> Payne & Dolan	@	\$1,500.00/each
Item 8*	<u>Tack Coat</u> Payne & Dolan	@	\$ 2.25/gal
Item 9**	<u>Crushed Stone No. 1</u> Franklin Aggregates	@	\$ 7.80/ton
Item 10**	<u>Crushed Stone No. 2 &amp; No. 3</u> Franklin Aggregates	@	\$ 7.80/ton
Item 11**	<u>Traffic Bound 3/4"</u> Franklin Aggregates	@	\$ 5.30/ton
Item 12**	<u>Traffic Bound 1", 1 1/2" &amp; 3"</u> Franklin Aggregates	@	\$ 5.30/ton
Item 13**	<u>Breaker Run – 125 mm gradiated</u> Franklin Aggregates	@	\$ 7.80/ton
Item 14**	<u>Stone Chips 3/8" &amp; 1/2"</u> Franklin Aggregates	@	\$ 9.75/ton
Item 15**	<u>Stone Screenings 1/4"</u> Franklin Aggregates	@	\$ 5.30/ton

\*Work for these items to be coordinated by one contractor.

\*\* The total bid for estimated quantities is recommended to be awarded to Franklin Aggregates.

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<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>3/19/2013</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p> <p><i>[Signature]</i></p>	<p>Update on the Wisconsin City/County Management Association (WCMA) 2013 Winter Professional Development Conference</p>	<p><b>ITEM NUMBER</b></p> <p><i>G.9.</i></p>

Please see the attached memo from the Director of Administration.

**COUNCIL ACTION REQUESTED**

**No Action is Required**



## MEMORANDUM

Date: March 15, 2013

To: Mayor Taylor and Aldermen

From: Mark W. Lubberda  
Director of Administration

RE: Update on the Wisconsin City/County Management Association (WCMA) 2013 Winter Professional Development Conference

The purpose of this memo is to provide you with some information that I obtained at the Wisconsin City/County Management Association (WCMA) 2013 Winter Professional Development Conference.

Classification and Compensation: A primary purpose for attending was to attend the session on "Classification and Compensation – What does it Mean in 2013." This topic is on the to-do list of the Personnel Committee as it was referred to them by the Common Council. At this point, I am compiling an update of what other communities are performing class and compensation studies since the adoption of Act 10, a summary of the general nature of the results of studies that have been completed, and the scope and cost of each review. The presenter was Charles Carlson, from Carlson Dettmann Consulting, who has been a lead consultant in this area for a number of years and has performed a significant number of the studies recently completed or currently underway. In part, through this session I have obtained copies of seven different completed studies for review. Additionally, I was able to spend time discussing approaches to private sector comparisons with two other consultants who were attending as exhibitors. In general, the conference provided some useful information and contacts on this topic, which I expect to see coming back to the Personnel Committee in the next couple of months.

WRS: I was also able to attend a session with the Deputy Secretary of the Wisconsin Department of Employee Trust Funds (WRS). He provided some useful information that will be applied in future year budget development relative to contribution rates. Additionally, I was able to speak to him personally regarding participation rules that have always been an obstacle to consideration for participation by the City of Franklin. In fact, he and I have a telephone conference already scheduled for the near future.

WEDC: The Vice President of Economic and Community Development for the Wisconsin Economic Development Corporation (WEDC), Brenda Hicks-Sorensen, presented on developing Future Partnerships and Coalitions. Attached is a copy of their brochure "Driving Business Success in Wisconsin." She relayed the desire of the WEDC to start getting out and developing more partnerships and having more successes after spending much of the time since their recent creation getting a structure and organization and plan in place. The attachment addresses those strategies.

One particular program she discussed at length was the Certified Sites Program that performs an advanced review of a site (50 acre minimum) addressing topics such as size, infrastructure, transportation connections, and utility loads. Their theory is that becoming a "certified site" will enhance your marketing and short-list a property for "advanced manufacturing facilities." The cost per

site is \$12,000, and there was significant discussion from attendees as to the value of the certification at that cost.

I spoke with her personally, and she is very willing to come to Franklin to talk about partnerships and linkages. From my discussion, however, I believe it would be most beneficial for Franklin to prepare in advance some talking points and potential linkages since the WEDC has a bit of a shotgun approach, while Franklin is likely to be more successful with a more targeted application of the partnership. I will forward a copy of the document to the FFEDC for their review and consideration as to inviting Ms. Hicks-Sorensen to Franklin. For more information, their website is [inwisconsin.com](http://inwisconsin.com). She encouraged visitors to the site to check out the "News" tab on the main header bar.

Fire Department Consolidation: There was also a session on the Consolidation between Allouez and Green Bay Fire Departments; however, it turned out that the "consolidation" was, in reality, simply contracting out services by one community, which is really a very different thing due to the governance issue. I gathered some information and contacts if needed, but, in the end, it was not as applicable to the scenario that is before the City of Franklin.

Performance Measurement: I was also able to attend a session on performance measurement which has always been of professional/academic interest to me. Unfortunately, the resources have not been generally available to enhance our performance measurement efforts and given the current economic times and current workloads, diverting resources to performance measurement has not been a practical consideration. Nonetheless, it was a nice refresher course.

In conclusion, training sessions of this nature are very valuable. In addition to the sessions, I was able to talk with numerous consultants who provide services to cities in a variety of areas, and I was able to spend time talking issues with many of my peers. Overall it was a valuable training and information gathering opportunity, and I believed it would be beneficial to make you aware of the nature of the topics addressed and how it may relate to issues being addressed in Franklin. I stand ready to address any questions you may have on the conference.

# DRIVING BUSINESS SUCCESS IN WISCONSIN

2012-2013



When the Wisconsin Economic Development Corporation (WEDC) was created in 2011, it was founded on four guiding principles designed to transform the state's approach to economic development: Be Bold; Engage Business; Operate as an Extended Enterprise; Measure and Be Accountable. In its first year of transformation from a traditional state agency to an innovative public-private entity charged with reinventing economic development in Wisconsin, WEDC has held true to those guiding principles.

This annual report for Fiscal Year 2012 (July 1, 2011-June 30, 2012) demonstrates how WEDC has aligned the state's resources with customer needs, developed and deployed economic development tools, encouraged entrepreneurship and strengthened the extended enterprise of economic development partners throughout the state. We also lay out our vision for 2013, outlining major initiatives we have planned to advance our mission of creating the world's greatest economy here in Wisconsin.

Beyond the more than \$500 million of financial assistance WEDC provided to companies that have or will go on to start, expand or relocate their operations in Wisconsin, WEDC developed and executed several innovative economic development projects aimed at advancing key industry sectors.

WEDC can point to several significant "bold" successes that occurred as a direct result of our new structure including securing foreign direct investment in Wisconsin companies; advancing the state's water technology sector; implementing seed investments and expanded investment incentives into high-growth start-up companies; and forming a partnership with the UW System to align economic development resources.

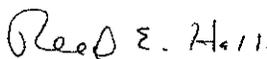
As a result of extensive efforts by WEDC staff in the preceding year, WEDC hosted a group of investors from the Chinese investment firm Piyi in September 2012. Out of 25 projects they are moving forward with due diligence from four states they visited, nine are from Wisconsin. WEDC is advancing Wisconsin's global leadership in water technology and research by helping start-up water technology companies get a foothold in the new International Water Technology Center in Milwaukee. Today, entrepreneurs are receiving needed seed capital to launch their businesses in Wisconsin rather than leaving the state to chase such investments. And WEDC's partnership with the UW System is designed to identify and build stronger connections that link UW System talent and research activities with Wisconsin business.

While WEDC utilizes all of the resources at hand in targeted, innovative ways, we also are advancing the need for a comprehensive approach to building a start-up and early-stage investment ecosystem. We are working with the Governor, legislators and other interested parties to develop investment capital legislation that will have bipartisan support.

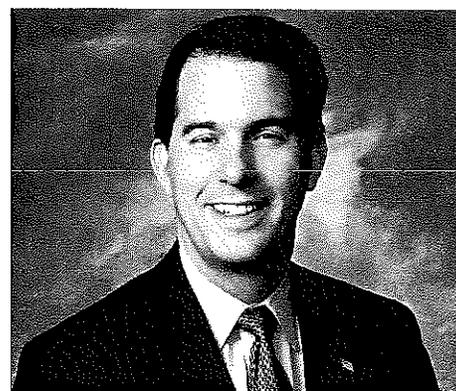
Meanwhile, WEDC is delivering highly-customizable solutions to businesses and the communities that support them in an effort to maximize the potential of Wisconsin's economy. We have recently launched a new marketing initiative that promotes all that is good about doing business in Wisconsin. There are great things happening in this state, and our "In Wisconsin" campaign creates an opportunity for us to tell these stories in a compelling way so that companies looking to start-up, grow, or relocate their operations understand all of the advantages of doing so here.

We look forward to continuing to enhance the business climate in Wisconsin through transformative strategies. And we thank our many partners who share our vision for Wisconsin's future.

Sincerely,



Reed E. Hall  
Interim Secretary and Chief Executive Officer



We're moving Wisconsin forward. A survey of employers in 2012 showed 94 percent believe Wisconsin is headed in the right direction. That compares to just 10 percent who felt the same in 2010.

Our state's ranking continues to rise on surveys all across America, too. People are taking notice that Wisconsin is Open for Business.

The WEDC plays a lead role in our increasingly positive economic climate. Let us help you grow your business in Wisconsin!

—Scott Walker, Governor  
State of Wisconsin

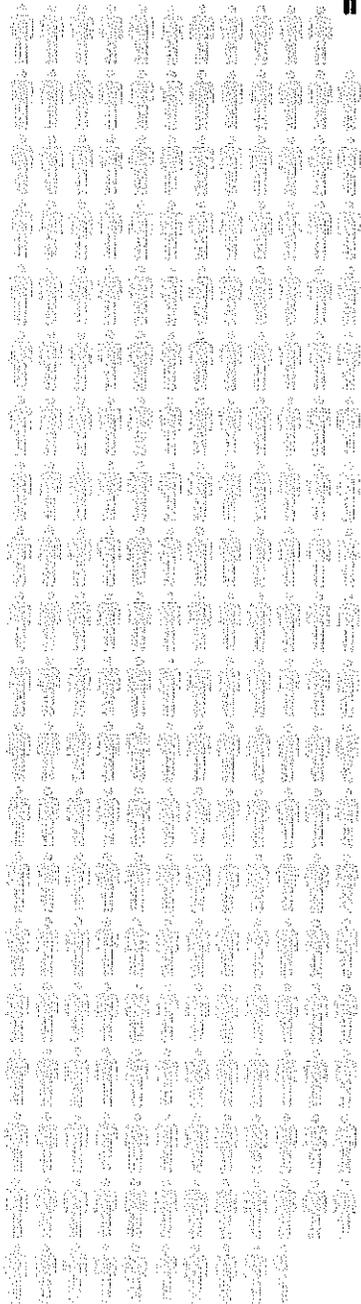


JOBS

# IN WISCONSIN

Number of jobs impacted in FY12

100 JOBS = 



# 23,759

A total of 23,759 jobs in Wisconsin are anticipated to be impacted directly by investments made by WEDC in FY12.

# ALIGNING RESOURCES WITH CUSTOMER NEEDS

As part of WEDC's transformation, we created an organizational structure reflective of the businesses we serve. Rather than various agency bureaus working independently of one another, we established a customer-service model designed to effectively and efficiently deliver business development solutions to our customers.

We focused first on the services we provide, ensuring that they are properly aligned with the needs of businesses and the partner organizations and communities we work with to support them. Our divisional structure reflects the necessary ingredients of a strong economy: entrepreneurial spirit; specialized industry leadership; and a global outlook.

One of the most common themes we heard in the many listening sessions we conducted throughout the state during our establishment phase was that businesses "don't know where to turn" to learn about the myriad resources—financial and technical—available to them. Clearly, we needed to expand our own service delivery capabilities. We did so by bringing our Economic and Community Development team to full staffing levels, which increased our regional representation. At the same time, we redefined the roles of our front-line staff in order to maximize their consultative value. But even with our increased regional representation, we fully recognize the need for coordination between WEDC and the state's many stakeholders who share our interest in creating and sustaining a vibrant economy.

We call this network of economic development resources an "extended enterprise," and if we're doing our job right, it shouldn't matter where businesses turn—their chamber of commerce, a local university or technical college or regional economic development organization. In all cases, the full state of Wisconsin's business development tools needs to be made available to companies seeking to maximize their potential.

For this reason, WEDC is reaching out like never before to partner organizations to share information, establish best practices, and foster the cooperation necessary to create a climate that supports sustainable business growth and job creation.

Wisconsin's new business-friendly atmosphere warrants celebration, as do the many businesses who have found success here. To that end, WEDC created and launched a new brand to promote Wisconsin's economic assets. "In Wisconsin" provides a platform for broadcasting the great things happening in the state with specific reference to Wisconsin's unique character as a state that is hardworking, innovative, independent and success-minded.

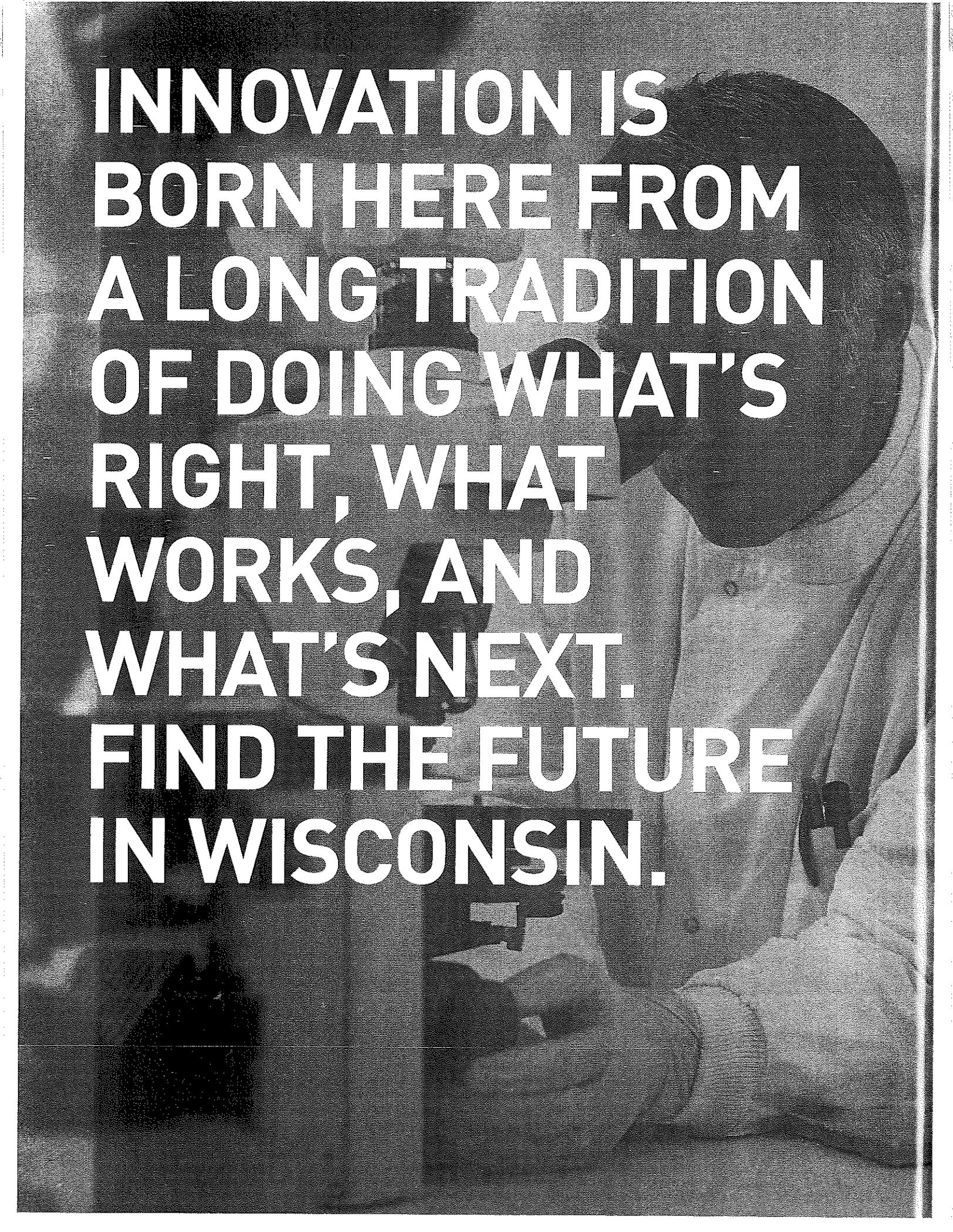
ECONOMIC DEVELOPMENT IMPACT

## IN WISCONSIN

Businesses and communities assisted in FY12\*

RECIPIENT	Financial Assistance		Technical Assistance	
	WEDC	EXTENDED ENTERPRISE	WEDC	EXTENDED ENTERPRISE
Businesses	218	97	423	911
Communities	65	—	35	—

\* Information relates to assistance provided during 2012 fiscal year. For more details regarding WEDC programs and investments, please refer to our Act 125 report published online at [www.inwisconsin.com](http://www.inwisconsin.com).

A black and white photograph of a scientist in a lab coat looking through a microscope. The scientist is positioned on the right side of the frame, leaning over the instrument. The background is dark and out of focus, suggesting a laboratory setting. The overall tone is professional and focused.

**INNOVATION IS  
BORN HERE FROM  
A LONG TRADITION  
OF DOING WHAT'S  
RIGHT, WHAT  
WORKS, AND  
WHAT'S NEXT.  
FIND THE FUTURE  
IN WISCONSIN.**

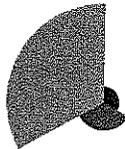
# IN WISCONSIN

Impact of WEDC assistance in FY12\*

Proportion of Financial Assistance Awards



Proportion of Financial Assistance Dollars



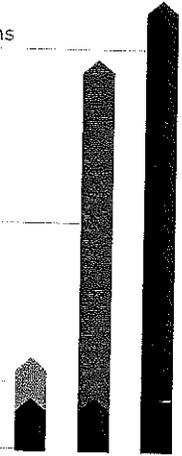
- Grants and Loans
- Tax Credits
- Bond Allocation

Grants and Loans Leverage

Tax Credits Leverage

Bond Allocation Leverage

Investment



## GRANT AND LOANS

Amount

Co-Investment Leverage

**170** awarded

**\$56.2** million

**10.1:1**

## TAX CREDITS

Amount

Co-Investment Leverage

**90** awarded

**\$98.8** million

**8.9:1**

## BOND ALLOCATION

Amount

Co-Investment Leverage

**27** awarded

**\$346.4** million

**1.9:1**

Total Number of Awards

Total Amount

Total Co-Investment Leverage

**287** awarded

**\$501.4** million

**4.1:1**

\* For more details regarding WEDC programs and investments, please refer to our Act 125 report published online at [www.inwisconsin.com](http://www.inwisconsin.com).

# INVESTING IN WISCONSIN

WEDC uses a range of investment tools from state and federal programs to help businesses start up, grow and relocate in Wisconsin. Our regional account managers work with local economic development partners to determine what state assistance a company is eligible to receive. Direct financial investment options include the following:

- Business retention and expansion grants and loans
- Technology development loans
- Workforce training grants
- Tax credits for job creation and retention, capital investment and employee training
- Early-stage business investment tax credits

In 2013, WEDC will continue to utilize these instruments to support business start-up and growth in Wisconsin. These financial incentives combined with the state's low business costs, diversified economy, strong infrastructure, and business-friendly tax and regulatory policies also help WEDC attract new companies to Wisconsin.

## WEDC INVESTMENT SUCCESS STORIES

The following are some of the ways WEDC helped companies expand their operations in Wisconsin or relocate their business to the state in fiscal 2012.

**CREE'S RUUD LIGHTING, INC.**, Surtevant, is undergoing a \$24.5 million expansion project, which is expected to create up to 469 new full-time jobs. The company was also considering its location in North Carolina for this expansion. WEDC will provide up to \$4 million in tax credits to support the company's growth in Wisconsin.

**SPEECHTAILS, INC.**, Stevens Point, is developing a Web-based speech therapy and learning system that provides speech assessment to every school age child at no cost. WEDC certified SpeechTails for early stage investment tax credits to help the company attract investors to support its development.

**ZUREX PHRAMAAGRA, LLC**, Madison, has developed the proprietary antimicrobial solutions for use in the dairy industry to prevent mastitis in dairy cows. WEDC helped advance the company's development with a \$250,000 Technology Development Loan.

**EMMI ROTH USA, INC.**, is investing \$43 million in a new artisanal cheese plant in Platteville, which the company initially expects to employ about 32 people, with a possible expansion to as many as 60 full-time positions. WEDC is providing the company up to \$500,000 in tax credits and a \$600,000 loan to assist in the expansion.

**J.M. SMUCKER, LLC**, is making a significant investment to construct, repurpose and equip its specialty-foods production facility and train employees in Ripon. WEDC is providing up to \$300,000 to reimburse the company for training 118 current employees and four new full-time positions that the company plans to create.

**WISCONSIN ALUMINUM FOUNDRY COMPANY, INC.**, Manitowoc, is doing a \$7.5 million investment to expand its operation and create up to 43 new jobs. WEDC is providing up to \$210,000 in economic development tax credits for the expansion project. Wisconsin Aluminum Foundry Company is one of the leading producers in the country of non-ferrous castings for a wide variety of industries.

**ALTA RESOURCES**, Neenah, is undertaking a major expansion of its business process customer outsourcer operations. WEDC is providing up to \$1.0 million in tax credits to assist the company in adding 631 new jobs by the end of 2015.

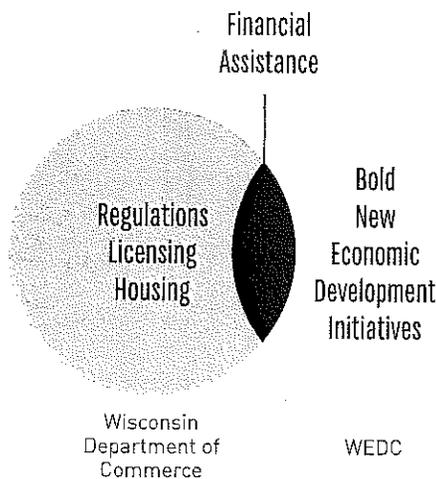
**AUTHENTICOM, INC.**, which provides data management services to the automotive industry, has undertaken a significant investment to lease, furnish and equip additional space at its location in La Crosse. WEDC made the company eligible for up to \$230,000 in tax credits to assist the company's expansion that will create 50 new jobs.

As we worked with the Wisconsin Economic Development Corporation, at a time very early in their existence, both my executive team and I were significantly impressed with their understanding of our needs and their level of responsiveness and flexibility. WEDC exceeded our expectations, despite a very demanding internal timeline. We respect and accept our accountability to provide the evidence we are doing what we said we would do to earn the financial incentives awarded to Bostik for our site consolidation project. We look forward to continued improvement in the business climate in Wisconsin and the success we expect to have in choosing Wauwatosa, Wisconsin, as the home base for these essential business functions. We believe this is a win/win for Bostik and Wisconsin!

— Robert L. Marquette, President and Chief Executive Officer  
Bostik

# IN WISCONSIN

Creating a world-class economy



WEDC's strategic plan directly addresses weaknesses that existed in Wisconsin's economic development capabilities identified by the Be Bold study, which received broad bi-partisan support.

I wanted to thank you and the WEDC for your work with WEDA in bringing the NDC ED101 Economic Development Finance course to Wisconsin and your financial support with scholarships. This course was excellent and definitely the most useful course I have taken in many years if not ever. The skills taught can be used day-one back home, and I have already used them this week.

I like the direction WEDC is on, and this is exactly the kind of support of economic developers that can make a huge difference in the professional status of Wisconsin ED practitioners.

— Edward L. White, Economic Development Manager  
SW Wisconsin Regional Planning Commission

WEDC also provides highly-specialized services that help companies decide that Wisconsin is the best place for their relocation or expansion. We have been engaged, for example, to conduct an advanced supplier search, a service that a private-sector consultant would have charged at least \$50,000 to perform. This is the type of value WEDC regularly demonstrates to companies looking to invest in Wisconsin.

## ON THE FRONT LINES

WEDC's Economic and Community Development Division team members interact directly with business and civic leaders in the communities they serve. The assistance WEDC regional account managers and community account managers provide to their clients spurs economic activity within their service areas resulting in new business opportunities for Wisconsin companies. For 2013, the team has identified the following goals:

- Generate assistance opportunities for more than 1,000 Wisconsin businesses
- Manage 400 business accounts and 150 community accounts to successful assistance engagements
- Implement seven significant statewide economic development improvements

The Economic and Community Development Division also works to maximize the performance of the state's economic development network. How do they do this? By first listening to these partners and their constituents describe what's working and where improvements are needed, and then offering solutions based upon national best practices and a healthy dose of common sense. In 2012, WEDC formed an Extended Enterprise Partner Advisory Council to establish open channels of communication among stakeholders who share in our mission. We also realigned WEDC service areas to mirror regional plan commission territories. The fewer maps we need to explain who does what, the better.

WEDC's Economic and Community Development Division achieved full staffing (20 positions) in 2012 and, in the process, redefined roles with increased attention given to customer service. The division's interest in professional development extends to all economic development practitioners throughout the state, which is why WEDC invested in three half-day educational workshops in 2012 for economic developers through the Wisconsin Economic Development Association (WEDA). WEDC also provides financial assistance to regional economic development organizations to support tool deployment initiatives and export activities.

In addition to continuing discussions with communities throughout the state to encourage regionalization of revolving loan funds in order to increase the availability of capital for business investment, WEDC's Economic and Community Development Division will execute the following strategies in pursuit of its 2013 goals:

- Deploy 13 account managers throughout the state to link businesses and communities with WEDC and local assistance resources
- Provide ongoing training and tools for account managers
- Leverage common tools to strengthen the state's economic development network
- Certify 10 sites through the Certified Sites Program
- Deploy Salesforce as a client relationship management tool with 50 partners to enhance business support coordination

## TOOL DEVELOPMENT AND DEPLOYMENT

WEDC has built a new highly-responsive culture dedicated to the success of the businesses and economic development partners we serve. We are both innovative and aggressive in providing solutions that help businesses grow and create jobs in the state. One way we do this is by aligning resources and building cooperation between WEDC and the local communities and regional economic development organizations we work with to help businesses succeed.

For example, WEDC is providing site location and economic modeling tools to partner organizations to help them market available properties. These site location tools also help companies and site selectors identify development opportunities and resources.

In 2013, WEDC will introduce Economic Modeling Specialists International's (EMSI's) Analyst program via Wisconsin's nine Regional Planning Commissions (RPCs). This Web-based tool will put detailed local employment data and analysis in the hands of economic developers throughout the state, allowing them to create standardized and customized reports for their areas.

WEDC partnered with GIS Planning Inc. to launch [LocateInWisconsin.com](http://LocateInWisconsin.com), a free online search tool for businesses looking to relocate to or expand in Wisconsin. The online tool provides company executives and site selectors with comprehensive information for making business expansion decisions in Wisconsin.

WEDC has also created, in partnership with Deloitte Consulting and community partners, consistent standards for industrial site certification in Wisconsin for sites with a minimum of 50 acres. WEDC's goal is to certify 30 development-ready sites over three years. Certification means that key approval, documentations and assessments most commonly required for industrial users will already be in place. Wisconsin's Certified in Wisconsin Program, a priority identified by Governor Walker, increases Wisconsin's attractiveness to businesses looking for new "development ready" locations for expansion.

WEDC has also developed an online resource to help entrepreneurs and businesses find the economic development resources they need to succeed. ConnectED is a one-stop search tool that helps users find local and state financial and technical assistance programs and professional development resources to help them launch, improve or expand in Wisconsin.

#### HELPING COMMUNITIES HELP BUSINESS

As part of WEDC's transition, we also reorganized our community development services, placing greater emphasis on downtown development. Our Main Street Program, which provides technical support and training to Wisconsin communities committed to revitalizing their traditional business districts, added two communities—Omro and Waterford—to the growing list of municipalities benefiting from WEDC's community development services. Today, the list of Wisconsin Main Street Communities stands at 35. Of these, 18 communities have achieved national accreditation, showing that Wisconsin truly is serious about helping small businesses succeed in our historic downtowns.

In 2011-2012, the development efforts of the Main Street communities resulted in 160 new businesses and 498 new jobs. Over and above public funds contributed to these efforts, the participating communities leveraged \$23.7 million in private investment.

Participation in WEDC's Main Street Program requires a commitment of staff and resources that some communities are simply unable to make. Recognizing this gap as well as the need to spark similar interest in redeveloping urban commercial districts, WEDC launched a new program—Connect Communities—in 2012. The program's goal is to help local planners leverage the unique assets of their communities in order to reduce sprawl while spurring business and residential growth.



WEDC staff provide technical support and training to Wisconsin communities that have expressed a grass roots commitment to revitalizing their traditional business districts using a comprehensive strategy based on historic preservation.



A Wisconsin Certified Site is designated as "suitable for development" by Deloitte Consulting and the Wisconsin Economic Development Corporation. The site meets pre-defined criteria for site size, availability of utility and transportation infrastructure, physical and technical condition, environmental assessments, support by local communities and other factors.

We are grateful for the continued support from the Wisconsin Economic Development Corporation of the redevelopment of CenterPoint Mall. This project will be an investment in the revitalization of downtown Stevens Point area and will ensure that Mid-State Technical College will have the resources to provide continued educational opportunities for community residents.

—Michael Ostrowski, Director of Community Development  
City of Stevens Point

**INDUSTRY IS  
OUR HERITAGE,  
CAN-DO IS OUR  
ATTITUDE, AND  
SUCCESS IS  
WHAT WE ARE  
BUILDING  
IN WISCONSIN.**



# CREATING A MULTIPLIER EFFECT

## PARTNERS

WEDC leverages the expertise of organizations throughout the state whose work complements our own. By investing in partner organizations with specialized capabilities and a proven track record of success, WEDC increases the economic development impact of the funds we deploy. Partner investments include contracted business assistance services not provided by WEDC as well as strategic support for small business assistance operations throughout the state. Partner organizations are expected to match WEDC investments at a ratio of greater than 2:1.

WEDC's relationship with the Wisconsin Women's Business Initiative Corporation (WWBIC) is a good example of how our investments in extremely capable and focused economic development entities end up creating opportunities for businesses we otherwise would not reach. WWBIC offers loans to small businesses throughout the state and provides valuable technical services ranging from one-on-one business counseling to formal classes. In return for WEDC's financial support for the organization, we ask for documentation of the number of businesses assisted as well as the new jobs that result from WWBIC's work. Equally important for all WEDC partner relationships is the ability to leverage additional funding for services provided by the contracted organization. WWBIC not only achieved its state business assistance and job creation goals for 2012, it also matched WEDC's investment in its loan assistance programs at a ratio of 13.1:1!

WEDC also funds special projects where trade groups with specific skills sets apply their expertise to challenges facing Wisconsin businesses. Such is the case with the Wisconsin Manufacturing Extension Partnership (WMEP) Profitable Sustainability Initiative (PSI). In the first phase of the program, 67 small and mid-sized manufacturers received assistance on sustainable practices designed to save money and improve competitiveness. This resulted in \$6.4 million of reduced costs annually for these manufacturers and created 43 new jobs.

The three-year economic impact of this work is projected to be \$52 million in savings and increased sales among the participating companies—this in addition to long-term environmental benefits such as reductions in electricity usage of 12.9 million kWh and natural gas of 949,000 therms over this timeframe. WEDC funding leveraged \$5.9 million of private sector investment. Building on this success, WEDC and WMEP are partnering on another round of funding which includes an additional 30 manufacturers.

## INDUSTRY SECTORS

WEDC's Division of Business and Industry Development promotes economic activity in Wisconsin by supporting vital "driver industries" in the state. Driver industries are those that hold the greatest promise for future growth. Working collaboratively with our regional economic development partners, WEDC engages with industry sectors and sub-sectors not at the company level, but at the trade organization level. We form working relationships with established trade consortia and industry cluster organizations. Why? Because the built-in synergies of these groups greatly increase the efficiency and effectiveness of our engagements.

Milwaukee's International Water Technology Center scheduled for completion in summer 2013 is a good example of how WEDC works with a well-organized industry group—in this case the Water Council—to improve Wisconsin's economic standing. WEDC is providing a grant to underwrite the rent for new tenants in the seven-story, 98,000 square-foot building which will provide occupants access to a specialized water flow laboratory. This facility and the presence of researchers from the world's only graduate-level fresh water sciences program will streamline the testing of new water technology products, solidifying Wisconsin's status as a world leader in water technology advancements.

## PARTNERSHIPS

# IN WISCONSIN

Economic development extended enterprise

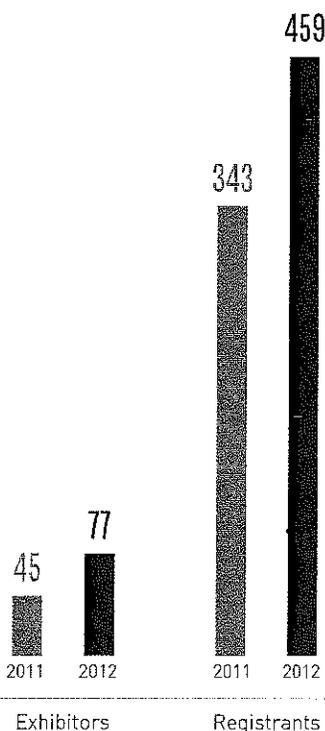
- African American Chamber of Commerce, Inc.
- American Indian Chamber of Commerce of Wisconsin
- Association of Wisconsin Regional Planning Commissions
- Bay-Lake RPC
- BioForward
- Capital Area RPC
- Centergy, Inc.
- Commercial Association of REALTORS® Wisconsin
- Competitive Wisconsin, Inc.
- East Central Wisconsin RPC
- Ethnically Diverse Business Associations Coalition
- Greater Milwaukee Committee
- Grow North Regional Economic Development Corporation
- Hispanic Chamber of Commerce of Wisconsin, Inc.
- Hmong Wisconsin Chamber of Commerce
- Milwaukee 7
- Mississippi River RPC
- Momentum West, Inc.
- North Central Wisconsin RPC
- Northwest RPC
- Northwest Wisconsin Manufacturing Outreach Center
- Prosperity Southwest Wisconsin
- Southeastern Wisconsin RPC
- Southwestern Wisconsin RPC
- The 7 Rivers Alliance
- The New North, Inc.
- Thrive
- Transportation Development Association of Wisconsin
- University of Wisconsin System
- VETtransfer
- The Water Council
- West Central Wisconsin RPC
- Wisconsin Angel Network
- Wisconsin Black Chamber of Commerce
- Wisconsin Business Incubator Association
- Wisconsin Business Innovation Corporation - Visions Northwest
- Wisconsin Department of Administration
- Wisconsin Department of Agriculture, Trade and Consumer Protection
- Wisconsin Department of Revenue
- Wisconsin Department of Workforce Development
- Wisconsin Downtown Action Council
- Wisconsin Economic Development Association
- Wisconsin Energy Research Consortium
- Wisconsin Entrepreneurs' Network
- Wisconsin Housing and Economic Development Authority
- Wisconsin Manufacturers and Commerce
- Wisconsin Manufacturing Extension Partnership
- Wisconsin Procurement Institute, Inc.
- Wisconsin Technical College System
- Wisconsin Technology Council
- Wisconsin Women's Business Initiative Corporation
- Wisconsin Workforce Development Association

I would like to thank WEDC for all the hard work and commitment all the key players put into ensuring that a business like mine not only gets started with a solid foundation, but also has the right tools to become successful. One of those tools that was introduced to my company was Marketplace 2012 ... I connected with solid contacts that are on the same playing field and whose drive to work within the diversity arena was priceless and leaves me speechless.

—Amanda DeGrave, Owner  
Cole Marketing

MARKETPLACE

**IN WISCONSIN**  
Committed to diversity



Separately, WEDC provided financial support to the Wisconsin Energy Research Consortium's (WERC's) market study and strategic plan development. The study identifies the potential for market expansion of this key sector of Wisconsin's economy. And an investment by WEDC helped the Wisconsin Center for Dairy Research build a business model to support the commercialization of the organization's intellectual property technology. The beneficiaries of this business solution include the University of Wisconsin and smaller producers who now have access to the center's intellectual property.

WEDC continuously evaluates promising new opportunities to improve Wisconsin's business climate by leveraging the collective knowledge of industry representatives with shared interests. It's a model we used to bring together 34 partners and sponsors to represent Wisconsin's biosciences industry at the 2012 International BIO conference in Boston. The formula also served us well in creating the nation's first financial services industry consortia comprising representatives from the banking, credit union, accounting and insurance industries.

**MINORITY BUSINESS DEVELOPMENT**

Wisconsin is well served when business ownership reflects the strength and diversity of our population. WEDC supports minority business development by working with and providing seed grant funding to the state's minority chambers of commerce. We have established revolving loan funds with the American Indian Chamber of Commerce and the Hmong Chamber of Commerce, both of which have matched WEDC's investment funds. We're also working on similar programs with the Hispanic Chamber of Commerce and the African American Chamber of Commerce. WEDC also brought these groups and others together to form a minority business coalition with the aim of building collaboration among participants faced with similar challenges.

WEDC also works with minority business leaders to host the state's premier annual capacity-building conference. Marketplace 2012, the most successful conference in the event's 30-year history, drew 77 exhibitors and 459 registrants, all of whom benefited from networking opportunities with local, state and federal buyers.

WEDC's Business and Industry Development Division's mission is to develop high-quality jobs and significant job growth in Wisconsin by advancing targeted, high-growth economic development opportunities. The division has identified the following goals for 2013:

- Engage 25 distinct, targeted-industry sector development opportunities through criteria-based assessment for high, sustainable economic impact
- Advance seven high-value, industry-led sector opportunities as key priorities
- Assist 200 unique Wisconsin businesses through targeted industry support
- Achieve at minimum an overall 3:1 investment leverage ratio

Marketplace 2012

**77**  
Exhibitors

Marketplace 2012 attracted 77 exhibitors, who made meaningful connections with purchasing agents and representatives from a wide array of governmental and non-governmental agencies including representatives of some of Wisconsin's largest companies.

Marketplace 2012

**459**  
Registrants

Marketplace 2012 drew 459 attendees who celebrated the success of Minority and Women Owned business enterprises, met with prospective buyers, connected with small business resource agencies and programs, and learned how to leverage certification programs.

# ENCOURAGING ENTREPRENEURSHIP

Numerous studies have shown that start-up businesses drive the majority of job creation. WEDC is committed to improving the entrepreneurial climate in the state by creating new opportunities and supporting a culture of innovation.

It all starts with increasing the availability of early-stage capital investment, a top priority for WEDC. We also make available a broad range of highly adaptable resources to new start-up companies, while supporting the commercialization of research coming from Wisconsin's world-class universities.

WEDC's Entrepreneurship and Innovation Division makes early-stage investments in entrepreneurs and high-growth companies; manages and expands funding opportunities through Wisconsin's investment tax incentive programs; defines accelerator models for future business creation throughout the state; and invests in partner organizations that provide entrepreneurship support services.

WEDC provides access to business development tools such as the Qualified New Business Venture (QNBV/Act 255) Program and Technology Development Loan Program. The QNBV program provides a 25 percent Wisconsin tax credit for angel investors and qualified venture capital funds that invest in companies that have been designated Qualified New Business Ventures. In 2012, WEDC certified 35 companies as Qualified New Business Ventures.\* Technology Development Loans are made to start-up and growth-stage companies with significant growth potential. WEDC's funds are designed to complement private market capital to provide high-potential companies the funding necessary to develop novel technologies and products.

WEDC was the first state in the nation to help VETransfer launch an innovative seed investment program and accelerator for veterans. Located in Milwaukee, VETransfer is a non-profit business accelerator for U.S. veterans who are looking to start or restart their own businesses. In 2012, WEDC made a \$150,000 investment with VETransfer, which included \$100,000 to establish a seed grant fund for Wisconsin veterans starting their own businesses and \$50,000 to support VETransfer's marketing of the seed fund to attract additional private donations. The goal of the seed funding is to provide an estimated 15 grants to Wisconsin veteran startups ranging from \$2,000-\$10,000.

To help provide that early stage capital for promising business plans, WEDC awarded a \$300,000 grant to VETransfer to invest in VictorySpark, the first veteran-centric seed accelerator fund in the world. VictorySpark provides start-up capital to innovative, high-growth veteran-initiated businesses.

It is also critical that high-growth companies who successfully complete an accelerator program have access to capital. WEDC's new Capital Catalyst Program provides matching grants to regional organizations or communities to establish capital to provide seed funding for start-up and emerging companies. The program awarded a \$100,000 matching grant to the Innovation Foundation of Western Wisconsin to provide early stage funding for entrepreneurs in the region. A requirement of the Capital Catalyst award is for one-third of the grant to be used as company grants and the remaining to be used by the regional fund to take debt or equity positions in emerging businesses. The local fund must also provide a dollar-for-dollar match of the award.

WEDC's Entrepreneurship and Innovation Division identified these strategies in pursuit of its 2013 goals aimed at improving Wisconsin's rate of business start-up creation.

- Provide loans, grants or other types of investments to entrepreneurs or early stage companies that are seeking capital to move from start-up to business operations
- Invest in the formation and expansion of local and regional seed funds in Wisconsin
- Invest up in the formation or expansion of organizations that provide effective entrepreneurship development and support

I really can't thank you, Governor Walker, WEDC, and the folks at VETransfer enough for such an amazing opportunity! You guys are doing great things for the vets, and I'm honored to have you all behind my company.

—Chris Johnson, Founder and CEO  
Pilot Training Systems

## — QUALIFIED NEW BUSINESS VENTURES —

### IN WISCONSIN

Angel and seed investments by industry, 2011\*

#### Qualified Angel Investments

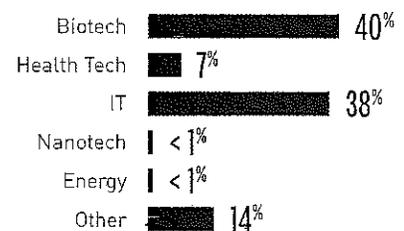
**\$26.5** million

With \$6.6 million in angel credits claimed, \$26.5 million in qualified angel investments was achieved in calendar year 2011.

#### Venture Fund Investments

**\$18.5** million

With \$4.6 million in venture fund credits claimed, \$18.5 million in qualified investments was achieved in calendar year 2011.



\* For more information regarding WEDC's Qualified New Business Venture Program (Act 255), please refer to the Act 255: Early Stage Investment Program report available at [www.inwisconsin.com](http://www.inwisconsin.com).

The Global Business Development Grant Program helped us accelerate some existing international sales development and opened new opportunities due to lowered barriers to entry. The program lowers our risk in new markets where no business has been undertaken and really opens the door to new markets.

—Michael Lauenstein, International Sales Director  
Mueller Sports Medicine, Inc.

My sincerest thank you to WEDC. You did an awesome job attracting and hosting the PiYi investment team. I truly do not know of a better example where our state government supports small business in a meaningful way. Once again, my sincerest thank you!

—Deven McGlenn, CEO  
NeoClone

# TAPPING GLOBAL MARKETS

Gone are the days when companies can rely exclusively upon domestic demand to fuel their growth. The fact is, 95 percent of the world's population resides outside the United States. And in the next 20 years, Asia's middle class, for example, is projected to grow six-fold. This improvement in living standards taking place worldwide creates new opportunities for Wisconsin companies, particularly those whose expertise aligns with infrastructure development.

In WEDC's 2012 fiscal year, the International Business Development Division realigned staff resources to focus on markets with the greatest growth potential for Wisconsin products. We also increased our international market presence from four foreign offices to a global network of representation in eight countries. In this transition year, WEDC also organized an unprecedented three international business development missions to Asia, South America and India.

To help Wisconsin companies take advantage of export opportunities, WEDC partners with the Wisconsin Manufacturing Extension Partnership (WMEP) and Northwest Wisconsin Manufacturing Outreach Center (NWMOC) to deliver ExporTech™ training. In our 2012 fiscal year, WEDC and these partners delivered tailored ExporTech™ training to 29 businesses who reported an average of \$500,000 in savings and sales increases within nine months of completing the program.

In 2012, we also launched a Global Business Development grant program which provided over \$124,800 to 19 Wisconsin companies for export training and market expansion.

With the hiring of a foreign direct investment manager in 2012, WEDC is now pursuing capital from around the world for the first time. And the effort is paying off. In September, WEDC successfully hosted a group of investors from China's PiYi investment firm. The group received information on 100 investment opportunities in four states. Of the 25 companies they identified for further negotiations, nine were from Wisconsin!

## GLOBAL MARKET OUTREACH

# IN WISCONSIN

WEDC international market presence FY12

**9** foreign offices in total

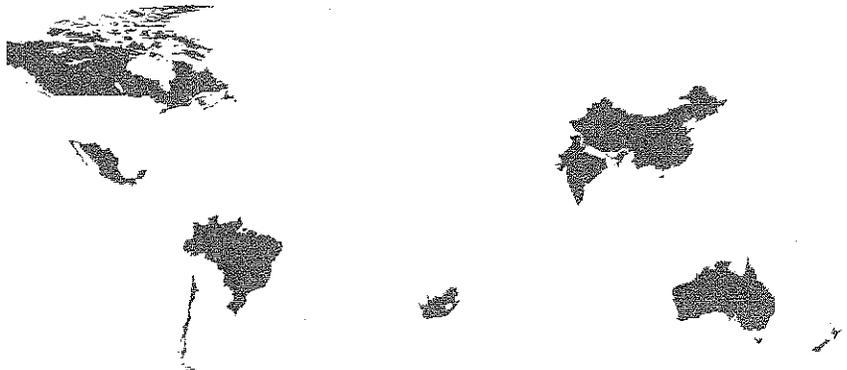
2011      2012

WEDC increased our international market presence from four foreign offices in FY11, to the following total nine in FY12:

- Australia
- Brazil
- Canada
- Chile
- China
- India
- Mexico
- New Zealand
- South Africa

## WEDC will execute targeted strategies to double Wisconsin's exports by 2016:

- Deliver substantive technical export assistance to 180 Wisconsin businesses
- Deliver ExporTech™ programming to 75 new-to-export Wisconsin businesses
- Provide financial assistance to 85 Wisconsin businesses to aid in export expansion efforts
- Execute six international market development projects in WEDC's priority markets
- Execute three foreign direct investment programs in targeted countries



# MARKETING WISCONSIN'S BUSINESS CLIMATE

In September 2012, WEDC launched a brand campaign promoting Wisconsin's business climate. Our brand, "In Wisconsin," features Wisconsin businesses that have made a name for themselves as innovative, resourceful industry leaders.

The campaign is part of the state's larger vision of making it easy to do business in Wisconsin and enhancing business owners' perceptions of Wisconsin as a viable place to start, grow or expand their companies.

## WHY "IN WISCONSIN"?

After years of criticism that Wisconsin was not a business-friendly place due to high taxes, extensive regulations, and a limited talent pool, a bi-partisan group of public and private experts came together to analyze the situation and make recommendations for improving our business climate.

The outcome of that research, the Be Bold study released by Competitive Wisconsin in 2010, advocated policy changes, infrastructure realignment and increased marketing efforts. WEDC conducted listening sessions throughout the state in 2011 and 2012 to gather input from economic development organizations and stakeholders regarding actions we needed to take to live up to the precepts laid out in the Be Bold Study. Input was sought specifically on Wisconsin's key selling points.

The "In Wisconsin" brand portrays the benefits of doing business here as a sum of many parts. While all states can tout their talent pools, their natural resources and infrastructure, and their niche industries, Wisconsin's combination of assets sets us apart. From our world-class educational and research institutions, to the can-do attitude of our residents, to our proximity to the Great Lakes and air and ground transportation hubs, we have something that gives business owners all the tools they need to build their businesses in Wisconsin.

## DETAILS OF THE CAMPAIGN

When we started this process, we brought together a team both inside and outside of WEDC to create a platform for the Wisconsin brand. Together, we looked at the attributes that best represent the brand and created a theme and approach to convey the idea of Wisconsin's business climate.

As we considered how best to tell the Wisconsin story, we realized it would be most powerful coming from those who have already found success here.

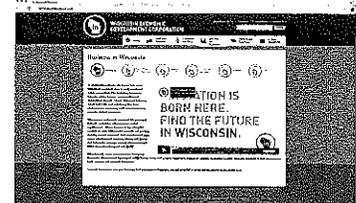
The launch of this campaign featured five companies that agreed to share their Wisconsin success stories: Rockwell Automation (formerly Allen-Bradley), Organic Valley, Schneider National, Trek and Virent.

These companies were chosen based on a variety of criteria—geography, industry leadership and brand strength, just to name a few. Most importantly, they all share the drive, spirit and innovation that it takes to go from an idea to a global business that makes a positive impact on our lives.

The In Wisconsin campaign, however, is about more than ads. And it is about more than the companies that are featured. In Wisconsin is about why Wisconsin is a great state for business. It is also about the resources available to help companies succeed. Delivering on this brand is up to every organization and individual who holds a stake in Wisconsin's success.



In Wisconsin messaging achieved over 57,000,000 impressions among targeted audience members in the 2012 fiscal year.



Custom urls drove visitors to a landing page with access to WEDC information relating to starting, growing or relocating business operations in Wisconsin.

## STRONG BUSINESS GROWS IN WISCONSIN.

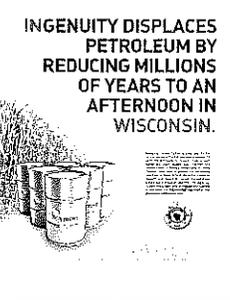
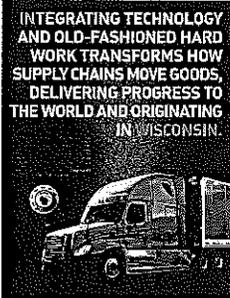
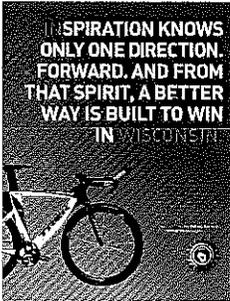


We offer a unique combination of economic assets to help business succeed in Wisconsin. You'll find global leadership in industries with worldwide market potential, an education system that produces a highly skilled workforce, cutting-edge research that drives innovation, and smart policies that create a stronger business climate.

The Wisconsin Economic Development Corporation and its network of over 500 economic development partners can help you start, expand or locate your business in Wisconsin. Call 855-INWISZ, visit [inwisconsin.com](http://inwisconsin.com), or email us at [dobusiness@wisconsin.com](mailto:dobusiness@wisconsin.com).



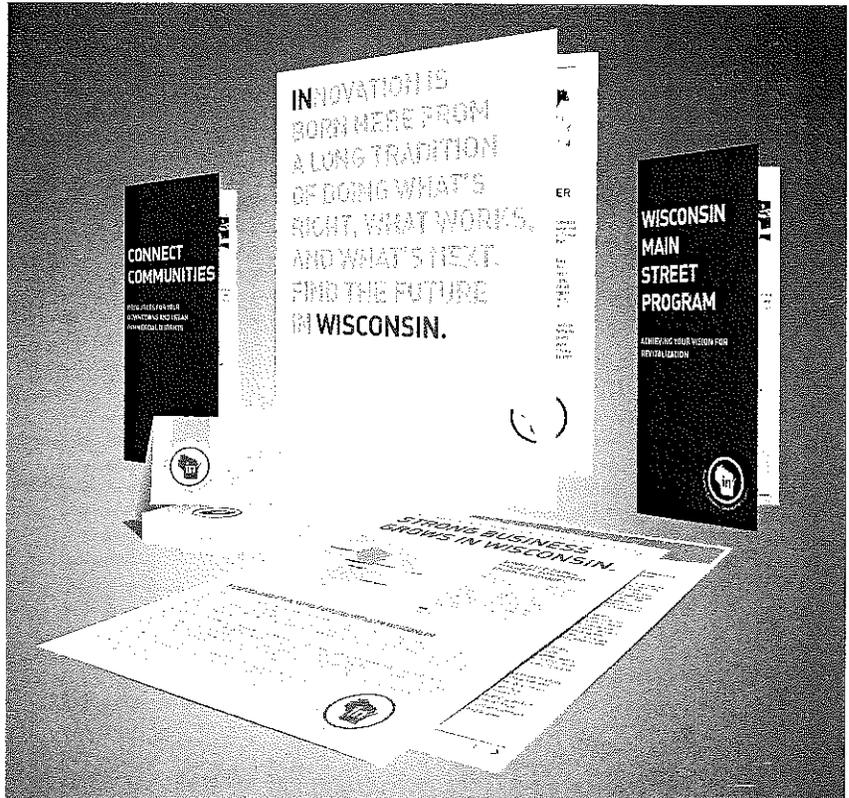
Industry-specific advertisements complement the In Wisconsin campaign and highlight resources offered by WEDC to help businesses succeed.



**SUPPORTING STATEWIDE EFFORTS**

All marketing materials and resources will be available for use by WEDC's partner organizations. We aim to achieve maximum efficiency and effectiveness by coordinating efforts with the many statewide entities that complement what we do.

It's important to know that our goal is to align business leader perceptions with the new reality of a business-friendly Wisconsin. Many policy and program changes are spurring business activity, and the In Wisconsin brand platform allows us to share these successes in a highly engaging manner. Our success will be defined by the pipeline of economic development projects that we fulfill as an extended enterprise.



Ewing Marion  
**KAUFFMAN**  
Foundation

Chief Executive

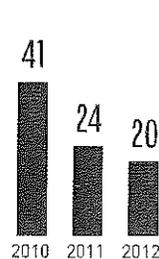
America's Top States for Business



Index of Entrepreneurial Activity



Best/Worst States for Business



The In Wisconsin launch campaign leveraged the brands of world-class Wisconsin companies to highlight key benefits of Wisconsin's business climate.

Wisconsin's new business-friendly environment creates new opportunities to highlight the state's economic assets.

Governor Scott Walker chairs the WEDC Board of Directors composed of state legislators, departmental secretaries, and private business owners. The 13-member Board of Directors provides WEDC with strategic leadership and operational oversight representing statewide public and private economic development interests.

**OFFICERS**

Chair  
Scott Walker  
Governor  
State of Wisconsin

Vice-Chair  
Dan Ariens  
President and CEO  
Ariens Company

Treasurer  
Scott Klug  
Foley and Lardner, LLP  
Managing Director of Public Affairs

Secretary  
Lisa Mauer  
President  
Tool Service Corporation

**MEMBERS**

Rep. Peter Barca  
64th Assembly District

Raymond Dreger  
President and CEO  
Seeds and Stuff Market, Inc.

Corey Hoze  
Senior Vice President  
Associated Banc-Corp.

Sen. Julie Lassa  
24th Senate District

Paul Radspinner  
President and CEO  
FluGen, Inc.

C. Thomas Sylke  
Owner and Principal  
Sylke Law Offices, LLC

Don Weber  
Founder and CEO  
Logistics Health, Inc.

Rep. Mary Williams  
87th Assembly District

Sen. Joe Leibham  
9th Senate District



201 West Washington Avenue  
PO Box 7970  
Madison, WI 53707-7970  
(608) 210-6700  
inwisconsin.com

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	<b>CLOSED SESSION:</b> 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. 1 which is the south half of said street extension.	3/19/13 <b>ITEM NO.</b> <i>6.10.</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. 1 located at 7501 S. 49th Street 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. 1 located at 7501 S. 49th Street and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

JMB/db  
 Enc.

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<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>3/19/13</b></p>
<p><b>Licenses and Permits</b></p>	<p><b>MISCELLANEOUS LICENSES</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>H.1.</i></p>

See attached list from meeting of March 19, 2013

**COUNCIL ACTION REQUESTED**



**City of Franklin**

9229 W. Loomis Road  
Franklin, WI 53132-9728

414-425-7500

**License Committee  
Agenda\*  
Alderman's Room  
March 19, 2013 – 6:15 p.m.**

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time</b>		
<b>2.</b>	<b>License Application Reviews</b>			
		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
<b>Operator 2012-13</b>	<b>Zalewski, Raquel M.</b> 3500 W. Southland Dr Franklin, WI 53132 Rawson Pub			
<b>Temporary Class B Beer &amp; Wine and Soda</b>	<b>St. Martin of Tours Parish – Raffle, Auction, Dinner</b> Person in Charge: Diane Winkowski Location: 7963 S. 116 <sup>th</sup> St Date of the Event: 4/13/2013 Fees: Waived via Public Grant approved 12/20/2012			
<b>Temporary Class B Beer &amp; Wine and Entertainment and Amusement</b>	<b>St. Martin of Tours Parish – Talent Show</b> Person in Charge: Diane Winkowski Location: 7963 S. 116 <sup>th</sup> St Date of the Event: 5/17, 5/18, 5/19/2013 Fees: Waived via Public Grant approved 12/20/2012			
<b>3.</b>	<b>Adjournment</b>	<b>Time</b>		

\*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.

<b>APPROVAL</b> <i>Dw Skw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>3/19/13</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <i>I.1.</i>

Provided for Council approval is a list of vouchers dated March 19, 2013 Nos. 146456 through 146620 in the amount of \$5,160,790.65. Included in this listing is \$ 415.48 in library vouchers.

The net city vouchers for March 19, 2013 are \$ 5,160,375.17.

Approval is requested for the net payroll dated March 8, 2013 in the amount of \$ 326,628.42.

### COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range Nos.146456 through Nos.146620 in the amount of \$ 5,160,375.17 dated March 19, 2013.

Motion approving net payroll dated March 8, 2013 in the amount of \$326,628.42.