

REVISED**
CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, AUGUST 18, 2015 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. 1. Citizen Comment Period.
- C. Approval of Minutes:
August 4, 2015 Common Council Meeting.
- D. Hearings.
- E. Organizational Business.
Mayoral Appointments:
Fair Commission
John Nelson, 7787 S. North Cape Rd. (Ald. Dist. 6), 3 year term expiring 4/30/2017.
Aimee Schlueter, 9303 W. Briarwood Dr. (Ald. Dist. 6), 3 year term expiring 4/30/2017.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Kayla's Playground Status.
 - 2. An Ordinance to Amend the Municipal Code as it Pertains to Deferment of Payment of Special Assessments.
 - 3. Authorization to survey South 46th Street from West Hilltop Lane to West Ryan Road for water service.
 - 4. A Resolution Authorizing the Engagement of JSD Professional Services, Inc. for Design Services for a Trail and Bridge Crossing the East Branch of the Root River in the amount of \$103,631.
 - 5. Request from City Engineer to proceed with development of Rawson Homes drainage solution.
 - 6. An Ordinance to Prohibit Parking on the East Side of South 31st Street from West Rawson Avenue to 400 feet South.
 - 7. An Ordinance to Prohibit Parking on Both Sides of South 68th Street from West Ryan Road to approximately 4,000 feet North.
 - 8. A Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Report for 2014.
 - 9. a.) Future Retail Development in the area of South 76th Street and West Rawson Avenue/West Loomis Road, Future Mixed-Use Business Light Industrial, Commercial, Residential and Nature Conservation Public Park Development in the area of West Loomis Road and West Ryan Road, and Future Business Park Development in the area of South 27th Street and West South County Line Road; A Resolution Authorizing the Undertaking of the Development of the Franklin Corporate Park.
b.) Director of Finance & Treasurer Report on the Economic Development Plans presented to the Common Council June 10, 2015, as directed by the Common Council.

10. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone a Certain Parcel of Land from M-2 General Industrial District to B-2 General Business District (5621 West Rawson Avenue)(Approximately 0.971 Acres)(Steven D. Schweitzer, Applicant).
11. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use to Allow for a Bar/Restaurant with Outdoor Entertainment/Concerts Business Use Upon Property Located at 5621 West Rawson Avenue (Rawson Pub)(Steven D. Schweitzer, Applicant).
12. Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Starfire Systems, Inc. (Malek Family Limited Partnership, Owner) for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
13. A Resolution Authorizing Off-Street Parking Upon a Portion of Designated Greenspace on the Starfire Systems, Inc. Lot (9825 South 54th Street)(Starfire Systems, Inc.)(Malek Family Limited Partnership, Owner, Applicant).
14. Standards, Findings and Decision of the City of Franklin Common Council Upon the Application of Southbrook Church, Inc. for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance.
15. Request from the Parks Commission for the Common Council to Refer the Naming of Southbrook Trail to Robinwood Elementary School Students for Recommendations, with the Winning Entry to Receive a Savings Bond.
16. Pleasant View Elementary School Basketball Court Addition/Relocation Landscape Plan (Franklin Public Schools, Applicant).
17. An Ordinance to Amend the Unified Development Ordinance to Create a "General Office" Use Category in Section 15-3.0603 Table of Permitted and Special Uses in all Nonresidential Zoning Districts under the Category of "Other Uses Not Classified Under SIC Code" and to Define Such Use Category in Section 15-11.0103 Specific Words and Phrases (City of Franklin, Applicant).
18. An Ordinance to Amend the Unified Development Ordinance Text to Amend Section 15-7.0705 and Section 15-9.0309G.2. to Allow a Certified Survey Map to be Recorded Within 12 Months After the Date of the Last Approval of the Map and Within 36 Months After the Date of the First Approval of the Map, As Set Forth in §236.34(2)(b)1. Of the Wisconsin Statutes (City of Franklin, Applicant).
19. Job Descriptions for the Positions of Custodian and Maintenance Custodian.
20. Revision to Employee Handbook modifying the benefits of the Police Inspector to match those of Police Captains.
21. Resolution Engaging Actuarial & Health Care Solutions, LLC to perform Actuarial Study on the City of Franklin Other Post Employment Benefit Plan for 2015.
22. Authorization to Engage Automatic Data Processing (ADP) to aid in Preparing Required Annual Employee reporting under the Health Care Affordability Care Act.
23. Request for One-Year Waiver from Department of Revenue from Wisconsin Statutes §74.09(3)(db), requiring information displayed on Property Tax Bills for Taxing Authorities with a temporary increase in tax levy approved by referendum.
24. Wisconsin Department of Administration Population Estimate as of January 1, 2015.
- ** 25. Utility Undergrounding with regard to the Milwaukee County West St. Martins Road (CTH MM) from South North Cape Road to State Trunk Highway 100 road reconstruction project.

- H. Licenses and Permits.
Miscellaneous Licenses.
- I. Bills.
Vouchers and Payroll approval.
- J. Adjournment.

REMINDERS:

August 20	Plan Commission	7:00 p.m.
August 31	Committee of the Whole	6:30 p.m.
September 1	Common Council	6:30 p.m.
September 3	Plan Commission	7:00 p.m.

*Supporting documentation and details of these agenda items are available at City Hall during normal business hours.
[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

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Alderman D. Mayer vacated his seat at 6:45 p.m. and returned to his seat at 6:50 p.m.

DONATIONS FROM
KAYLA'S KREW

G.3. Alderwoman S. Mayer moved to accept the donation of a Liberty Swing and two stainless steel slides from Kayla's Krew for installation at Kayla's Playground at Franklin Woods Nature Center, effective upon Department of Public Works taking possession of the equipment following inspection and acceptance by the Superintendent of Public Works. Seconded by Alderwoman Evans. All voted Aye; motion carried.

Alderwoman Evans moved to authorize the City Engineer or Superintendent of Public Works to accept donations received from Kayla's Krew and/or delivered to the Department of Public Works on Kayla's Krew behalf for installation at or use in the construction of Kayla's Playground at Franklin Woods Nature Center provided said items are consistent with or beneficial to the site plan or the Department's project plan and to direct the Department of Public Works to report any such donations, including an estimate of its value, to the Finance Director, who will record and report on such donations from time to time as appropriate. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

RES. 2015-7123
DEV. AGREEMENT FOR
VICTORY OF THE LAMB
CHURCH

G.4. Alderwoman S. Mayer moved to adopt Resolution No. 2015-7123, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR VICTORY OF THE LAMB CHURCH LOCATED AT 11120 WEST LOOMIS ROAD, in the agreement form as presented to Common Council at this meeting together with staff technical changes. Seconded by Alderman Schmidt. All voted Aye; motion carried.

SPECIAL ASSESSMENT
FOR WATER MAIN ON
W. CREST CT.

G.6. Alderwoman Evans moved to suspend the regular order of business to allow a resident to speak. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

Alderwoman Evans moved to return to the regular order of business. Motion died due to lack of a second.

Alderwoman Evans moved to return to the regular order of business. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

Alderwoman Evans moved to table the matter of special assessments for water main on West Crest Court to the next meeting and direct staff to redraft the resolution to include deferment to connection as a condition in the ordinance. Seconded by Alderwoman Wilhelm. On roll call, Alderwoman

Wilhelm, Alderwoman Evans, Alderman Schmidt and Alderwoman S. Mayer voted Aye; Alderman Dandrea and Alderman D. Mayer voted No. Motion carried.

RES. 2015-7124
SPECIAL ASSESSMENT
FOR WATER MAIN AT
8818 S. 35TH ST.

G.5. Alderwoman Evans moved to adopt Resolution No. 2015-7124, A FINAL RESOLUTION DIRECTING INSTALLATION OF, PAYMENT, AND LEVY OF SPECIAL ASSESSMENT FOR INSTALLATION OF WATER MAIN ON S. 35TH STREET FROM THE SOUTH LINE OF YORKSHIRE GROVE SUBDIVISION SOUTH 140 FEET FRONTING 8818 S. 35TH STREET. Seconded by Alderman Dandrea. All voted Aye; motion carried.

AWARDING PROPOSAL
TO DEMOLISH HOUSE
AND GARAGE AT 8143 S.
34TH ST.

G.10. Alderwoman Evans moved to award the proposal for \$19,600 to Robbie's Grading and Landscaping, to raze the building, remove contents and attached garage on the property located at 8143 S. 34th Street and to authorize the Building Inspector to approve a change order for an amount not to exceed \$5,000 if the Wisconsin Department of Natural Resources determines asbestos mitigation is required, and to authorize an amount not to exceed \$1,000 for professional pest control prior to demolition. Seconded by Alderman Schmidt. All voted Aye; motion carried.

RES. 2015-7125
AWARDING CONTRACT
FOR BIKE AND HIKING
TRAIL

G.7. Alderman D. Mayer moved to adopt Resolution No. 2015-7125, A RESOLUTION AWARDING CONTRACT TO THE LOW BIDDER, BLACK DIAMOND GROUP INC. IN THE AMOUNT OF \$55,518.75 FOR THE 2015 PAVING BIKE AND HIKING TRAIL. Seconded by Alderman Schmidt. All voted Aye; motion carried.

DEV. OF MINI PARK ON
FAIRWAYS OF
FRANKLIN

G.8. Alderman D. Mayer moved to approve hosting a neighborhood meeting to introduce residents to the concept of developing a Mini Park at 9660 South 35th Street. Alderman D. Mayer withdrew his motion.

Alderwoman Evans then moved to direct staff to set up a neighborhood information meeting for the potential development of Planned Mini Park No. 5 (PM5) on Outlot 4, Fairways of Franklin Addition No. 1 Subdivision (9660 South 35th Street). Seconded by Alderman D. Mayer. All voted Aye; motion carried.

Alderwoman Wilhelm moved to approve that notice of the meeting also provide notice pursuant to *State ex rel. Badke v. Greendale Village Board* that a majority of the Common Council may attend the neighborhood meeting, even though the Common Council will not take formal action at the neighborhood meeting. Seconded by Alderwoman Evans. All voted Aye; motion carried.

- REPORT ON SPENDING FOR FUTURE DEVELOPMENT AREAS G.9. Alderman D. Mayer moved to place on file the Report on Spending for Future Development Areas with details requested at the July 21, 2015 Common Council meeting. Seconded by Alderman Schmidt.
Alderman D. Mayer withdrew his motion and Alderman Schmidt withdrew his second.
Alderman Wilhelm moved to request a report on spending for future development for Area A with details requested on the progress related to June 10 and July 21, 2015 motions. Seconded by Alderman S. Mayer.
Alderman Wilhelm move to call the question. Seconded by Alderman S. Mayer. On roll call, Alderman S. Mayer, Alderman Schmidt, Alderman Wilhelm, Alderman D. Mayer and Alderman Dandrea voted Aye; Alderman Evans voted No. Motion carried.
On the vote for the main motion as made by Alderman Wilhelm, Alderman D. Mayer, Alderman Wilhelm, Alderman Schmidt and Alderman S. Mayer voted Aye; Alderman Dandrea and Alderman Evans voted No. Motion carried.
- JOB DESCRIPTION FOR PROJECT ENGINEER G.11. Alderman Schmidt moved to approve the job description for the position of Project Engineer as presented and as recommended by the Personnel Committee. Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- AMENDING POSITIONS FOR ENGINEERING AND PUBLIC WORKS ADMINISTRATION G.12. Alderman Wilhelm moved to amend the authorized positions for Engineering and Public Works Administration eliminating one Engineering Technician position and authorizing one Project Engineer position. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- SENIOR MEAL PROGRAM SITE ROOF VENTING 2015 CDBG PROJECT G.13. Alderman D. Mayer moved to authorize the Director of Administration to accept and execute a proposal for engineering services for the Franklin Senior Meal Program Site Kitchen Area Roof Venting 2015 Community Development Block Grant project, in a form approved by the City Attorney. Seconded by Alderman Evans. All voted Aye; motion carried.
- AT&T CELL CONTRACT ON TOWER AT 8901 W. DREXEL AVE. G.14. Alderman Wilhelm moved to reject AT&T offer of \$15k/year plus a 3%/year escalator for the cell contract on the tower at 8901 West Drexel Avenue and enter into negotiations for different terms. Seconded by Alderman Schmidt. All voted Aye; motion carried.

- ORD. 2015-2182
AMEND ORD. 2014-2152
FOR EMERGENCY
BRIDGE REPAIRS
- G.15. Alderwoman Wilhelm moved to adopt Ordinance No. 2015-2182, AN ORDINANCE TO AMEND ORDINANCE 2014-2152, AN ORDINANCE ADOPTING THE 2015 ANNUAL BUDGETS FOR THE GENERAL AND CAPITAL IMPROVEMENT FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2015, TO PROVIDE RESOURCES AND APPROPRIATIONS FOR EMERGENCY BRIDGE REPAIRS. Seconded by Alderwoman S. Mayer. On roll call, all voted Aye. Motion carried.
- RES. 2015-7126
W. ST. MARTINS RD.-
TESS CORNERS CREEK
CULVERT
REPLACEMENT
- G.16. Alderwoman S. Mayer moved to direct staff to perform a temporary fix in the amount not to exceed \$2,000, monitor on a weekly basis, and adopt Resolution No. 2015-7126, A RESOLUTION TO SIGN PROFESSIONAL SERVICES RELATED TO WEST SAINT MARTINS ROAD-TESS CORNERS CREEK CULVERT REPLACEMENT as amended, subject to staff review with regard to the standard terms and conditions. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- ORD. 2015-2183
AMEND ORD. 2014-2152
FOR INFORMATION
TECHNOLOGY
SERVICES WITH
HEARTLAND BUSINESS
SYSTEMS
- G.17. Alderman D. Mayer moved to adopt Ordinance No. 2015-2183, AN ORDINANCE TO AMEND ORDINANCE 2014-2152 (AN ORDINANCE ADOPTING THE 2015 ANNUAL BUDGETS AND ESTABLISHING THE TAX LEVY AND OTHER REVENUE FOR THE CITY OF FRANKLIN) TO MODIFY THE 2015 GENERAL FUND INFORMATION SERVICES DEPARTMENT BUDGET BY REDUCING THE "PERSONAL SERVICES" APPROPRIATION BY \$30,300 AND INCREASING THE "OTHER SERVICE, SUPPLIES, ETC." APPROPRIATION BY \$30,300 FOR THE PURPOSE OF EXPANDING THE SERVICES PURCHASED UNDER THE CONTRACT FOR TECHNOLOGY SERVICES WITH HEARTLAND BUSINESS SYSTEMS. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.
- RELOCATION OF
SCHOOL DISTRICT
BOUNDARIES
- G.18. Alderman Schmidt moved to table the relocation of school district boundaries indefinitely. Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- MONTHLY FINANCIAL
REPORT
- G.19. Alderman Dandrea moved to place on file the June 2015 Monthly Financial Report. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

SPECIAL RECALL
ELECTION IN 4TH ALD.
DIST.

G.20. Alderwoman Wilhelm moved to establish September 8, 2015 as the date of the Special Recall Election in the Fourth Aldermanic District. Seconded by Alderman Dandrea. Upon voice vote, five Ayes and one Abstention (Alderwoman Evans).

LICENSES AND
PERMITS

H.1. Alderman Dandrea moved to approve the following:

Grant 45 days extension to comply with Health Department regulations for Class B Combination and Entertainment & Amusement License for Little Cancun LLC, Owner Veronica Cervera, 7273A S. 27th St.;

Hold for appearance the applications for 2015-16 Operator License to Jason Orlando, 8161 S. 76th St.; Karly Jones, 2030 N. Oakland Ave. #308, Milwaukee; Kathryn Rohloff, 4121 W. Barnard Ave., Greenfield;

Grant 2015-2016 Operator License to Debra Wilson, W192 S6391 Regency Ct. #3, Muskego, with a warning letter from the City Clerk; Kayla Gordon, 1808 Carroll Ct., South Milwaukee; Thomas Cane, 5432 Olympia Dr., Greendale; Jacqueline Glanzmann, 4915 W. Loomis Rd., Greenfield; Pamela LeHouillier, 6456 W. River Pointe Dr.; Michael Sell, 2545 E. Emily Ave., Oak Creek; Jessica Unruh, 528 Southtowne Dr., #W207, South Milwaukee;

Grant PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the Knights of Columbus Trinity Council #4580, Arts & Crafts Fair;

Grant Temporary Class B Beer and Wine License to Knights of Columbus Trinity Council #4580, David Kunze for September 6, 2015; and

Grant Extraordinary Entertainment & Special Event License to Knights of Columbus Trinity Council #4580, David Kunze for September 6, 2015, Arts & Crafts Fair.

Seconded by Alderwoman Evans. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

I.1. Alderwoman Evans moved to approve net general checking account City vouchers in the range of Nos. 157293 through 157446 in the amount of \$1,349,623.77 dated July 17, 2015 through August 3, 2015. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Alderman D. Mayer moved to approve net payroll dated July 24, 2015 in the amount of \$356,142.04 and payments of the various payroll deductions in the amount of \$363,907.96 plus any City matching payments where required. Seconded by Alderwoman S. Mayer. On roll call, all voted Aye; motion carried.

Alderman Schmidt moved to approve net payroll dated August 7, 2015 estimated at \$364,000.00 and payments of the various payroll deductions estimated at \$208,000.00 plus any City matching payments where required. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderwoman Evans moved to approve property tax bank fees in the amount of \$132.41 dated July 21, 2015. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J.

Alderwoman Wilhelm moved to adjourn the meeting at 8:57 p.m. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>08/18/2015</p>
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<p>ORGANIZATIONAL BUSINESS</p>	<p>Boards and Commissions Appointments</p>	<p>ITEM NUMBER</p> <p><i>E.</i></p>
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The Mayor has made the following appointments for Council confirmation:

Fair Committee

John Nelson, 7787 S. North Cape Rd. (Ald. Dist. 6), 3 year term expiring 4/30/2017

Amiee Schlueter, 9303 W. Briarwood Dr. (Ald. Dist. 6), 3 year term expiring 4/30/2017

Sandi Wesolowski

From: volunteerfactsheet@franklinwi.gov
Sent: Friday, August 07, 2015 11:22 AM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Aimee Schlueter
PhoneNumber: 4144255198
EmailAddress: 4aimeers@gmail.com
YearsasResident: 18
Alderman: Dist. 6, Susanne Mayer
ArchitecturalBoard: 0
CivicCelebrations: 0
CommunityDevelopmentAuthority: 0
FinanceCommittee: 0
EnvironmentalCommission: 0
ForwardFranklinEconomicDevelopComm: 0
FairCommission: 1
BoardofHealth: 0
FirePoliceCommission: 0
ParksCommission: 0
LibraryBoard: 0
PlanCommission: 0
PersonnelCommittee: 0
BoardofReview: 0
BoardofPublicWorks: 0
BoardofWaterCommissioners: 0
TechnologyCommission: 0
WasteFacilitySitingCommittee: 0
BoardofZoning: 0
WasteFacilitiesMonitoringCommittee: 0
CompleteStreetsandConnectivityCommittee: 0
CompanyNameJob1: City of Franklin Police Department
TelephoneJob1: 414-425-2522
StartDateandPositionJob1: 04/09/01
EndDateandPositionJob1:
CompanyNameJob2: Franklin Public Schools
TelephoneJob2: 414-529-8250
StartDateandPositionJob2: 04/2012
EndDateandPositionJob2: 04/2015
CompanyNameJob3:

TelephoneJob3:

StartDateandPositionJob3:

EndDateandPositionJob3:

Signature:

Aimee R Schlueter

Date:

08/07/15

Signature2:

Aimee R Schlueter

Date2:

08/07/15

Address:

9303 W Briarwood Dr

PriorityListing:

WhyInterested:

I feel as a previously elected School Board Member I was able to assist in being a part of the Franklin Community and would like to continue to do so in this capacity.

CompanyAddressJob1:

9455 W Loomis Rd Franklin, WI 53132

DescriptionofDutiesJob1:

Answer emergency and non-emergency phone calls. Dispatch appropriate units. Multi-task phone, radio and other agency traffic. Community/Citizen/Officer/Fire safety. Provide information to callers as necessary.

AddressJob2:

8255 W Forest Hill Ave Franklin, WI 53132

DescriptionofDutiesJob2:

Responsibilities of the Board include: Expressing and representing the views of the community in matters affecting education; Determining educational standards and goals allocating money for school operational needs and building programs; Authorizing specific expenditures from local, state, and federal sources; Authorizing curriculum development and revision; Appointing and setting the salaries of the Superintendent and, based on the recommendation of the Superintendent, all professional personnel; Interpreting the educational program and needs of the school system to the community

AddressJob3:

DescriptionofDutiesJob3:

Volunteer with in the school district and community in various capacities. For enjoyment, I like to read, walk and spend time with family and friends.

AdditionalExperience:

ClientIP:

72.128.106.82

SessionID:

4mnckyepdobs2jbq1ya3i1nu

See Current Results

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">08/18/2015</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">KAYLA'S PLAYGROUND STATUS 08/18/2015</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.I.</i></p>

STATUS

Since 08/04/2015 Common Council Meeting, design at Franklin Woods has progressed.

Expecting first load of NEW plastic lumber on or around 8/18 and second load expected on or around 9/1. Expecting Home Depot materials by 8/21. Darquest is also discussing delivery dates that are on time.

Willkomm has started site work and sanitary is expected to be complete by 8/18 and will start water line thereafter. Staff has reviewed shop drawings.

DPW has completed base for parking and drive. Working on excavation for playground. Decided to not do pavers area until after community build. Entire area will be covered in wood chips to prevent muddy conditions.

Engineering Staff Ronnie Asuncion and Brad Dolan have been staking site.

WE Energies has been working with staff. had to redesign service location and is hopeful to have temporary power by the pre-build.

DPW will be an area where people can loan tools and equipment.

Kayla's Krew is open to the Common Council's input on additional businesses who would be interested in getting involved with the volunteer build. Currently they are seeking an individual to assist Kayla's Krew in incorporating the history of Franklin into Kayla's Playground.

Engineering asked GRAEF to perform some additional work needed to move the project within the needed time frame due to Local Road paving schedule and commitments. Modification to their agreement will be discussed at future Common Council meeting.

Upcoming Schedule

- August DPW and Contractor to perform preliminary sitework
- Sept 2-4 Pre-Build
- Sept 22-27 Community Build
- 9/28 – 10-9 Play surface construction
- 10/09 Ribbon Cutting
- End of Oct. Restroom installation
- Nov DPW will do aggregate bed under paver area
- ?? Completion of asphalt, concrete, and pavers.

RECOMMENDATIONS

None Needed

Kayla's Playground at Franklin Woods Current Budget

14-Aug-15

	<u>City Expenses</u>	<u>Kayla's Krew</u>	<u>Total</u>
<u>Events / Fundraising</u>			
Event Insurance	\$ -	\$ 365.00	\$ 365.00
Fundraising Expenses	\$ -	\$ 21,988.58	\$ 21,988.58
The Scan Group (stationary fundraiser)	\$ -	\$ 1,490.00	\$ 1,490.00
Credit Card fees (Penfield Online Donations)	\$ -	\$ 176.62	\$ 176.62
<u>Equipment</u>			
Equipment Insurance		\$ 60.00	\$ 60.00
Equipment- Liberty Swing		\$ 16,500.00	\$ 16,500.00
Factory Direct Equipment- merry go round, metal misc pieces, rock climbing wall		\$ 29,953.25	\$ 29,953.25
Factory Direct Equipment- Slides		\$ 31,258.00	\$ 31,258.00
Factory Direct Equipment- swings, slides, platforms		\$ 26,700.00	\$ 26,700.00
*Equipment Shipping Cost		\$ 2,670.00	\$ 2,670.00
*Factory Direct Equipment- Expression Swing		\$ 2,286.03	\$ 2,286.03
<u>Materials</u>			
Sawhorse Supplies		\$ 192.51	\$ 192.51
*Picket Supplies		\$ 14,100.00	\$ 14,100.00
*Darquest Materials	\$ 4,864.00		\$ 4,864.00
*Darquest Direct Purchase		\$ 5,190.40	\$ 5,190.40
*Home Depot Remaining	\$ 39,903.95		\$ 39,903.95
*Home Depot Direct Purchase	\$ 5,000.00		\$ 5,000.00
*NEW Plastics Remaining	\$ 132,104.90		\$ 132,104.90
*NEW Plastics Shipping	\$ 1,380.00		\$ 1,380.00
*Sign	\$ 2,000.00		\$ 2,000.00
*DPW Concrete Walk	\$ 500.00		\$ 500.00
*Aggregate	\$ 15,000.00		\$ 15,000.00
*Landscapping	\$ 11,003.85		\$ 11,003.85
<u>Construction</u>			
Electric Service	\$ 6,096.63		\$ 6,096.63
HuffCutt Restroom	\$ 150,300.00		\$ 150,300.00
*HuffCutt Restroom Remaining	\$ 38,325.00		\$ 38,325.00
*Willkomm Sanitary	\$ 71,404.00		\$ 71,404.00
*Willkomm Water	\$ 123,266.00		\$ 123,266.00
*Willkomm Concrete Curbing and Sidewalk	\$ 53,300.00		\$ 53,300.00
*Willkomm Asphalt	\$ 42,575.00		\$ 42,575.00
*Willkomm Pavers	\$ 48,000.00		\$ 48,000.00
*Willkomm Erosion and Traffic	\$ 8,700.00		\$ 8,700.00
*Willkomm Restroom Foundation	\$ 44,500.00		\$ 44,500.00
*Willkomm Electric Work	\$ 15,000.00		\$ 15,000.00
*American Safety / MJD Surface	\$ 109,994.75		\$ 109,994.75
*DPW Salaries	\$ 60,000.00		\$ 60,000.00
*Crane	\$ 2,000.00		\$ 2,000.00
*Water Impact Fees and Hook Up	\$ 2,669.00		\$ 2,669.00
Relocate Existing Play Equipment	\$ -		\$ -
<u>Build Events</u>			
*Food and Beveredges		\$ 2,000.00	\$ 2,000.00
*Tshirts for Volunteers		\$ 2,000.00	\$ 2,000.00

Kayla's Playground at Franklin Woods Current Budget

14-Aug-15

	<u>City Expenses</u>	<u>Kayla's Krew</u>	<u>Total</u>
*Transportation- 2 days		\$ 250.00	\$ 250.00
*Transportation- 7 days		\$ 875.00	\$ 875.00
*Portable Toilets- 2 days	\$ 340.00		\$ 340.00
*Portable toilets- 7 days	\$ 850.00		\$ 850.00
Design			
Newspaper Notices	\$ 438.92		\$ 438.92
City Engineering Payroll Cost	\$ 23,273.00		\$ 23,273.00
*City Engineering Payroll Remaining	\$ 36,727.00		\$ 36,727.00
Play By Design		\$ 23,001.40	\$ 23,001.40
*Play By Design Remaining		\$ 32,900.00	\$ 32,900.00
GRAEF Site Design	\$ 25,558.68		\$ 25,558.68
*GRAEF Site Design Reimbursables and Extra	\$ 15,000.00		
*Graef Site Design Remaining	\$ 29,441.32		\$ 29,441.32
Total	\$ 1,119,516.00	\$ 213,956.79	\$ 1,333,472.79
Previous Total	\$ 1,104,132.15	\$ 213,956.79	\$ 1,318,088.94
Budget	\$ 1,200,000.00		
Current Contingency	\$ 80,484.00		
Previous Contingency	\$ 95,867.85		
Grants / Fundraising			
*MMSD Green Grant	\$ (70,000.00)		\$ (70,000.00)
Kayla's Krew Fundraising		\$ (230,819.05)	\$ (230,819.05)
Net Project Cost			\$ 2,350,742.68
Net City Funds			\$ 1,200,000.00
Net Contingency			\$ (1,150,742.68)
Current Contingency			\$ 80,484.00
Under Budget			\$ (1,231,226.68)

Notes:

-* indicates Anticipated Future Cost

-Highlighted Cells are not confirmed estimates

-Bold Italicized are changed items

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>August 18, 2015</p>
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<p>REPORTS AND RECOMMENDATIONS</p>	<p>An Ordinance to Amend the Municipal Code as it Pertains to Deferment of Payment of Special Assessments</p>	<p>ITEM NUMBER</p> <p><i>G.2.</i></p>
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The above subject matter was directed by the Common Council at its regular meeting on August 4, 2015 in relation to the special assessments for the water extension as part of the Kayla's Krew Playground project. Attached is a draft ordinance for the Common Council's consideration.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend the Municipal Code as it Pertains to Deferment of Payment of Special Assessments.

ORDINANCE NO. 2015-_____

AN ORDINANCE TO AMEND THE MUNICIPAL CODE AS IT PERTAINS TO
DEFERMENT OF PAYMENT OF SPECIAL ASSESSMENTS

WHEREAS, §207.15. of the Municipal Code provides the authority for and method of the levy of special assessments in the City pursuant to Wis. Stat. § 66.0701, and §207.15.K. providing for the deferment of payment of special assessments under the categorical circumstances presented thereunder; and

WHEREAS, the City Engineer having reviewed the subject ordinance upon consideration of potential projects having other unique circumstances for which a deferral of special assessments may be appropriate and having recommended to the Common Council the amendment of §207.15.K. to provide further discretion to the Common Council in providing for the deferment of special assessments for a public project undertaken to develop and provide an all-accessible and all-inclusive playground public park of regional public value, not specifically otherwise addressed in the existing Code provisions for deferments; and

WHEREAS, the Common Council having reviewed such recommendation and having determined same to be reasonable and in furtherance of the health, safety and welfare of the City.

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

SECTION 1: §207.15.K.(2)(h) of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:
“A deferment of the principal and interest of a special assessment until such time as the subject benefitted property is connected to the subject public water facility, or such earlier specified date or occurrence as may be specified by the Common Council, where the Common Council determines it appropriate and reasonable under the circumstances of a public project undertaken to develop and provide an all-accessible and all-inclusive playground public park of regional (within, but also beyond City boundaries) public service value, other than the specific provision of the public facility improvement(s) for the special benefit of the subject property, though which special benefit is nonetheless a resultant thereof, provided that the limited and determinable area to be specially assessed for the project is very small (no more than five parcels of record as of the date of the adoption of the Preliminary Resolution, or consisting of no more than such area of land as may be

divided into no more than five parcels in the future under existing zoning and land division ordinances on the date of adoption of the Final Resolution; neither of the foregoing categories being exclusive) in relation to the area of general benefit to be served.”

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 8/18/15
Reports & Recommendations	SUBJECT: Authorization to survey S. 46 th Street for water service	ITEM NO. G.3.

BACKGROUND

On June 2, 2015 staff reported findings of a preliminary survey of properties along S. 46th Street from W. Hilltop Lane to W. Ryan Road. A mixed response of yes, no and maybe were received. Staff recommended that a more detailed evaluation of costs be performed prior to sending a more defining survey to affected property owners.

ANALYSIS

Staff has evaluated the responses and developed a route which:

- Provides service to most of the residents requesting water.
- While reducing the number of residents who did not want water
- And best supports the water system distribution

The preferred route has an estimated project cost of \$409,000. The project cost of the assessable main is \$368,520.

The assessable frontage along the preferred route based on established assessment policy is 2542.56.

The resulting assessment rate then being:

$$\frac{\$354,300}{2542.56} = \$139,348/\text{front foot}$$

This being significantly over the maximum single family assessment rate of \$68.56/front foot for 2015.

A minimum assessment then being based on 100 front feet minimum can be determined as:

$$100 \text{ front feet} \times \$68.56/\text{LF} = \$6,856$$

Laterals (one per property) is estimated at \$4,060 each.

This information would be incorporated into a letter of survey to the property owner along the preferred route.

OPTION

- Proceed now with a final survey.
- Postpone survey.
- Table the survey.

FISCAL NOTE

The estimated City cost \$195,742 that being the estimated cost of \$414,720 less anticipated assessment total of \$218,978.

Funding would be by special assessment and water impact fees.

RECOMMENDATION

Motion to authorize staff to survey S. 46th Street for water service .

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PRELIMINARY SURVEY RESULTS



● NO RESPONSE ● MAYBE

SCALE 1" = 200'

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/18/2015
REPORTS & RECOMMENDATIONS	RESOLUTION TO AWARD RIVER PARK TRAIL DESIGN	ITEM NUMBER <i>G.4.</i>

BACKGROUND

In 2007, the developer of River Park Addition No. 2 dedicated a 20-foot easement to the City of Franklin (Resolution 2007-6298) for the construction of a pedestrian and bicycle path from W. River Park Court, crossing East Branch of Root River, and through an out lot to the South River Lane.

ANALYSIS

Staff has discussed the project and recommends that the City use JSD Professional Services (currently performing work on Southbrook Trail). JSD proposing to use Malas Engineering (currently performing work on St. Martin Culvert) as sub-consultant on the bridge crossing East Branch of Root River and agency coordination. PSI will be used for geotechnical and RA Smith National will be used for wetland delineation and tree survey. Both PSI and RA Smith have good working relationship with Staff from previous Franklin projects.

Previous efforts of constructing the trail did bring some opposition. Opposition primarily came from residents along S. 56th Street and W. River Park Court. It is proposed that at this time, the trail only extend from the cul-de-sac on W. River Park Court to the drainage outlot on River Lane. Staff has discussed this project scope with Alderman Doug Schmidt regarding the need for this trail. Staff is also scheduling appointments to talk to the last two residents on the south side of W. River Park Court for their comments and input.

JSD's proposal of \$103,631 may seem excessive to some. You may recall that another consultant proposed a fee of \$44,500 for another trail section that also involved extensive permitting but did not include design or permitting of a bridge. The previous fee was justified by two other reputable consulting firms. In addition, this project will have difficult topographic survey requirements through thick brush and crossing a creek. Permitting the crossing of the waterway is anticipated to be significant. In addition, the length of the bridge is anticipated to make this project expensive, especially since it will be designed to accommodate light DPW snow removal equipment. Staff feels that this fee for JSD is reasonable.

This project can start design and bid out this winter. A contractor can start fabrication of bridge materials. Both activities are eligible for park impact fees.

OPTIONS

Award professional services agreement with JSD Professional Services or table.

FISCAL NOTES

This project is in the Comprehensive Outdoor Recreation Plan (Chapter 7 and Map 7.1- Cascade Creek Trail) and also in the 2015 Park Impact Fee study that states bridges may be part of a trail project. This project has not been included in the proposed 2016 Capital Improvement Plan.

RECOMMENDATIONS

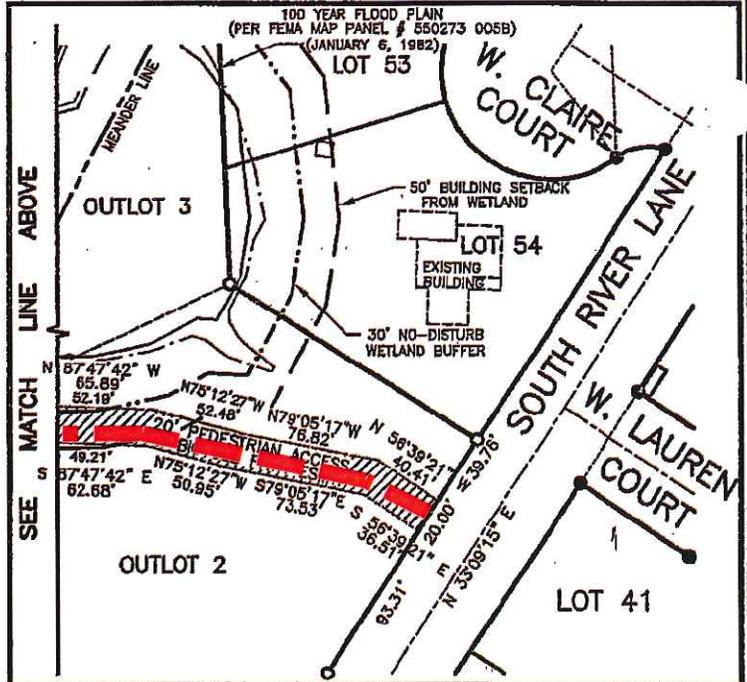
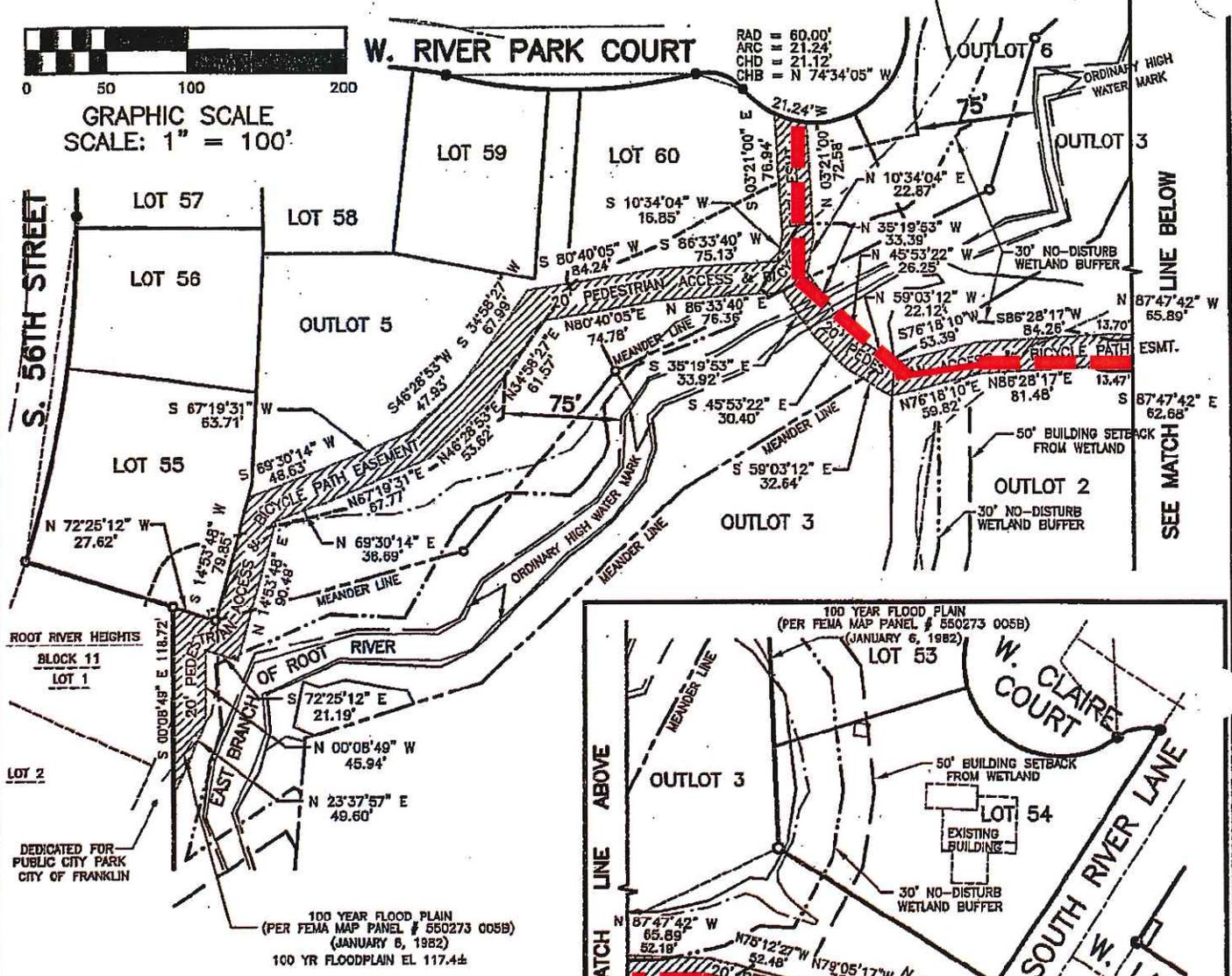
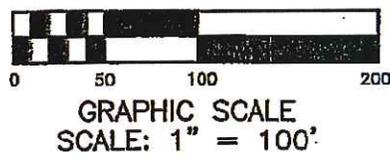
Motion to adopt resolution 2015-_____ authorizing the engagement of JSD Professional Services, Inc for design services for a trail and bridge crossing East Branch of the Root River in the amount of \$103,631.

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**PERMANENT 20' PEDESTRIAN ACCESS & BICYCLE
PATH EASEMENT ON OUTLOTS 2 & 3 OF RIVER
PARK, AND OUTLOT 5 & LOT 60 OF RIVER PARK
ADDITION NO. 2
EXHIBIT C**

100 YEAR FLOOD PLAIN
(PER FEMA MAP PANEL # 550273 005B)
(JANUARY 6, 1982)



REVISED: JUNE 5, 2007
PLAN DATED: MAY 31, 2007
FILE NO.: C:\0202\0209\BIKE_ESMT_DOC

STATE OF WISCONSIN }
COUNTY OF JEFFERSON } SS.

WE, PIONEER ENGINEERING & SURVEYING, DO HEREBY CERTIFY THAT WE HAVE MADE THIS SURVEY AND THAT THE INFORMATION AS SHOWN ON THE ABOVE PLAT OF SURVEY IS TRUE AND CORRECT REPRESENTATION THEREOF.



S 56TH ST

W. RIVER PARK CT

W. CLAIRE CT

PRESERVE WAY

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5505

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8087

6-186

8090

6-155

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6-024 5542

6-205 6-204

5460

5432

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8103

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6-185

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S 8134

8140 5537

6-023

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5509

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6-202

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6-206 6-183

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August 14, 2015

Mr. Glen Morrow
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Subject: **Proposal for Professional Services
River Park Path
Franklin, WI
Project No. 15-6969**

Dear Mr. Morrow,

Thank you for considering JSD Professional Services, Inc. (JSD) to provide professional surveying and engineering services for the above-referenced project. We are pleased to submit this proposal and look forward to working with you on this project. Please carefully review the following scope of services and feel free to contact us with any questions or comments.

SCOPE OF SERVICES

TASK 1 Topographic Survey - JSD Professional Services, Inc. (JSD) will provide a Topographic Survey for the portion of the project site that are necessary for path / bridge design, bridge hydraulic analysis and floodplain analysis. Specific survey elements will include:

- Topographic survey of proposed pedestrian path route, including all visible features within fifty feet of the path centerline.
- River cross-sections at the following intervals either direction from the proposed crossing: every 50 feet for the first 300 feet, every 100 feet for the next 1000 feet, and at 1500 feet from crossing.
- Topographic (ground surface) survey of floodplain limits for use in developing flood elevation analysis.
- Survey structure openings immediately upstream and downstream of proposed crossing.

TASK 2 Civil Design – JSD Professional Services, Inc. (JSD) will prepare the following Civil Design Plans:

- Cover Sheet
- Plan and Profile Sheets – JSD will prepare Plan and Profiles indicating pavement types and dimensions. The plan will include representative layout dimensions in sufficient detail for plan approval, permit application and construction, and will

include pavement types and thickness based on pavement design provided by the geotechnical engineer of record. The plan will include location and details for site signage.

- Grading and Drainage Plan - A Grading and Drainage Plan will be prepared including existing and proposed contours to a 1-foot interval, direction of flow arrows, and representative proposed spot grades to finished grade. Proposed culvert/storm sewer design data will be indicated on this plan.
- Erosion Control Plan – An Erosion Control Plan will be prepared showing design erosion and sedimentation control measures in accordance with Wisconsin DNR Technical Standards. Existing and proposed contours will be depicted indicating surface elevation (1-foot interval).
- Detail and Notes Sheets – General specification notes for pertinent sitework items will be included on the Detail and Notes Sheet along with applicable construction details. Pavement recommendations will be provided by the geotechnical engineer of record.
- Opinion of Probable Cost – JSD will develop one opinion of probable cost based on the final design.
- Sitework Specifications – Separate sitework specifications will be prepared for pertinent work items. This item will be provided in pdf format for inclusion in the Project Manual. Project Manual front-end documents will be provided by the Client.

TASK 3 Structural Design Services (by subconsultant)

- Refer to attached subconsultant proposal for detailed scope description.

TASK 4 Geotechnical Engineering Services (by subconsultant)

- Refer to attached subconsultant proposal for detailed scope description.

TASK 5 Natural Resource Investigation (by subconsultant)

- Refer to attached subconsultant proposal for detailed scope description.

TASK 6 Floodplain Analysis / Hydrologic and Hydraulic Analysis

- Evaluate collected data and develop HEC-RAS model related to proposed floodplain fill.
- Produce design report detailing the results of the hydrologic / hydraulic analysis.
- Submit design report to review authorities.
- Two (2) revisions to design calculations / report based upon comments from review authorities.

TASK 7 Natural Resource Protection Plan (NRPP) – As required by the City of Franklin Unified Development Ordinance (UDO), JSD will develop an NRPP depicting the presence of, and any proposed disturbance to, any natural resource features

present on the subject site. A subconsultant will be engaged to determine whether any protected natural resource features existing on the subject site.

TASK 8 Meeting Attendance - JSD will participate in the following meetings:

- Project Team Meetings – JSD will attend six (6) project meetings at the City of Franklin. These meetings may consist of meetings with City staff or public meetings (Environmental Commission, Plan Commission, Common Council, etc.).

TASK 9 Permit Applications (application fees not included) – The following permit application submittals are anticipated:

- Wisconsin DNR Notice of Intent – JSD will prepare the Notice of Intent (NOI) to be filed with the Wisconsin Department of Natural Resources (WDNR) for land disturbances greater than 1-acre as required to obtain Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit coverage. Permit fees are not included.
- City of Franklin Natural Resource Special Exception (NRSE): JSD will prepare and submit maps and plan materials to the City of Franklin for NRSE review and approval related to floodplain fill and woodland removal. It is assumed that the bridge will span the wetland limits and that no wetland fill permit will be required. Three public meetings are anticipated for this approval, and are included under Task 8.

TASK 10 Construction Administration

- Pre-construction Meeting – JSD will participate in one (1) pre-construction meeting.
- Provide a maximum of 30 hours of general construction administration assistance including: responses to bid questions, project meetings as required, shop drawing review within this discipline, and periodic site visits for general compliance with design.

SCHEDULE

JSD will work with the Client to establish a project schedule. Our workload is such that we can begin work within 10 days of authorization to proceed.

GENERAL PROJECT UNDERSTANDING

1. It is understood that the development plan will evolve as the project progresses, and minor plan adjustments are expected over the course of the project. However, addressing substantial changes to the layout, which impacts engineering design in progress, shall be considered additional services and will be billed on a time and materials basis in accordance with the attached schedule of billing rates. Should plan

modifications fall into this category, JSD will notify the Client prior to incorporating these modifications into the Civil Design.

2. Printing, plotting, reproduction costs, mileage, mailing, and distribution expenses are considered a direct reimbursable expense.
3. The following items are not included in this scope of services or associated fee:
 - o Design of any off-site improvements.
 - o The design of stormwater facilities, including but not limited to infiltration basins, bio-retention facilities, and bioswales.
 - o Lighting design.
 - o Private utility locating services.
 - o Any services beyond those specifically discussed herein.
4. Drawings will be prepared in AutoCAD format.
5. The utility locations are limited to the public utilities based upon plans readily available from the municipality and public underground utilities marked in the field by "Digger's Hotline." The Client will provide existing plans of other utilities on or serving the site that are not located by "Digger's Hotline" and that otherwise cannot be located by a reasonable visual observation of the property or of which the surveyor would have no knowledge. The utilities are shown for informational purposes only and are not guaranteed to be accurate or all-inclusive.
6. Survey fee is based on useable and accessible horizontal and vertical control existing in the project area. The client will coordinate site access and notification of all adjacent landowners involved in the project, if necessary.
7. All fees including, but not limited to submittal, approval, review and recording fees will be paid by the Client/Owner.
8. JSD takes no responsibility for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items that may exist on the property.
9. While JSD attempts to provide a cost effective approach to balance earthwork, grading design is based on many factors, including safety, aesthetics, adjacent properties and common engineering standard of care. Therefore no guarantee can be made for a balanced site.

ESTIMATED FEE

Based on our understanding of the scope of services and the general project understanding, we will perform the services for the following **Lump Sum** fees:

TASK 1 – TOPOGRAPHIC SURVEY	\$ 28,500.00
TASK 2 – CIVIL DESIGN	\$ 17,500.00
TASK 3 – STRUCTURAL DESIGN SERVICES	\$ 29,021.00
TASK 4 – GEOTECHNICAL DESIGN SERVICES	\$ 3,700.00
TASK 5 – NATURAL RESOURCE INVESTIGATION	\$ 3,000.00

TASK 6 – FLOODPLAIN / HYDROLOGY AND HYDRAULIC ANALYSIS	\$ 6,500.00
TASK 7 – NATURAL RESOURCE PROTECTION PLAN	\$ 2,700.00
TASK 8 – MEETING ATTENDANCE	\$ 4,020.00
TASK 9 – PERMIT APPLICATIONS	\$ 3,500.00
TASK 10 – CONSTRUCTION ADMINISTRATION	\$ 4,690.00
TASK 11 – REIMBURSABLES (ESTIMATE)	\$ 500.00

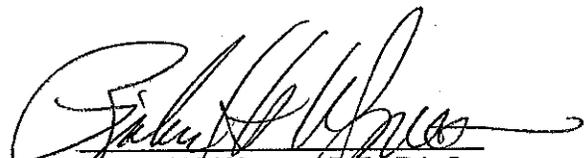
This cost estimate was developed based upon our understanding of the project as described in this proposal. Expansion or changes in the scope of work, project phasing, performance time, inadequate information, changes to layout or land use, or unanticipated site conditions may require a modification of this amount. Revisions requested due to changes after design has commenced are considered extra services. After submittal to the municipality, JSD will provide revisions based on review comments by the municipality pertaining to technical discrepancies only. Any revisions requested due to jurisdictional review comments not relating to technical discrepancies are considered extra services. JSD cannot guarantee approval by any reviewing agencies. Adjustments to the fee for extra services will be via Client Authorization on a time and materials basis.

As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

If this proposal meets with your approval, please sign in the space provided on the attached Agreement and scan/email a copy back to us as your authorization to proceed.

Sincerely,
JSD Professional Services, Inc.


Justin L. Johnson, P.E.
Senior Project Engineer


Richard K. Wagner, P.E., P.L.S.
Executive Vice President / COO

**JSD Professional Services, Inc.
Standard Rate Schedule
For the Year 2015**

Madison Regional Office
161 Horizon Drive, Suite 101
Verona, WI 53593

Milwaukee Regional Office
N22 W22931 Nancys Court, Suite 3
Waukesha, WI 53186

Kenosha Regional Office
6520 67th Street
Kenosha, WI 53142

Fox Valley Regional Office
3215 W. Lawrence Street, Suite 6
Appleton, WI 54914

Personnel

Staff Category	Hourly Rate
Principal, Associate	\$183.00
Senior Structural Project Consultant	\$163.00
Senior Project Consultant	\$157.00
Structural Engineering Manager	\$157.00
Senior Project Engineer	\$134.00
Project Consultant	\$125.00
Senior Structural Engineer	\$124.00
Senior Planner	\$124.00
Senior Landscape Architect	\$122.00
Project Engineer	\$122.00
Construction Project Engineer	\$122.00
Senior Staff Engineer	\$106.00
Project Surveyor	\$106.00
Senior Landscape Designer	\$105.00
Staff Structural Engineer	\$101.00
Staff Engineer	\$101.00
Survey Crew Chief	\$101.00
Landscape Designer	\$95.00
Senior Engineering Technician	\$90.00
Engineering Technician	\$84.00
Senior Survey Technician	\$84.00
Survey Technician	\$79.00
Office Support	\$74.00

Expert witness services, including trial preparation, depositions and court appearances will be charged at 1.5 times the above rates.

Expenses

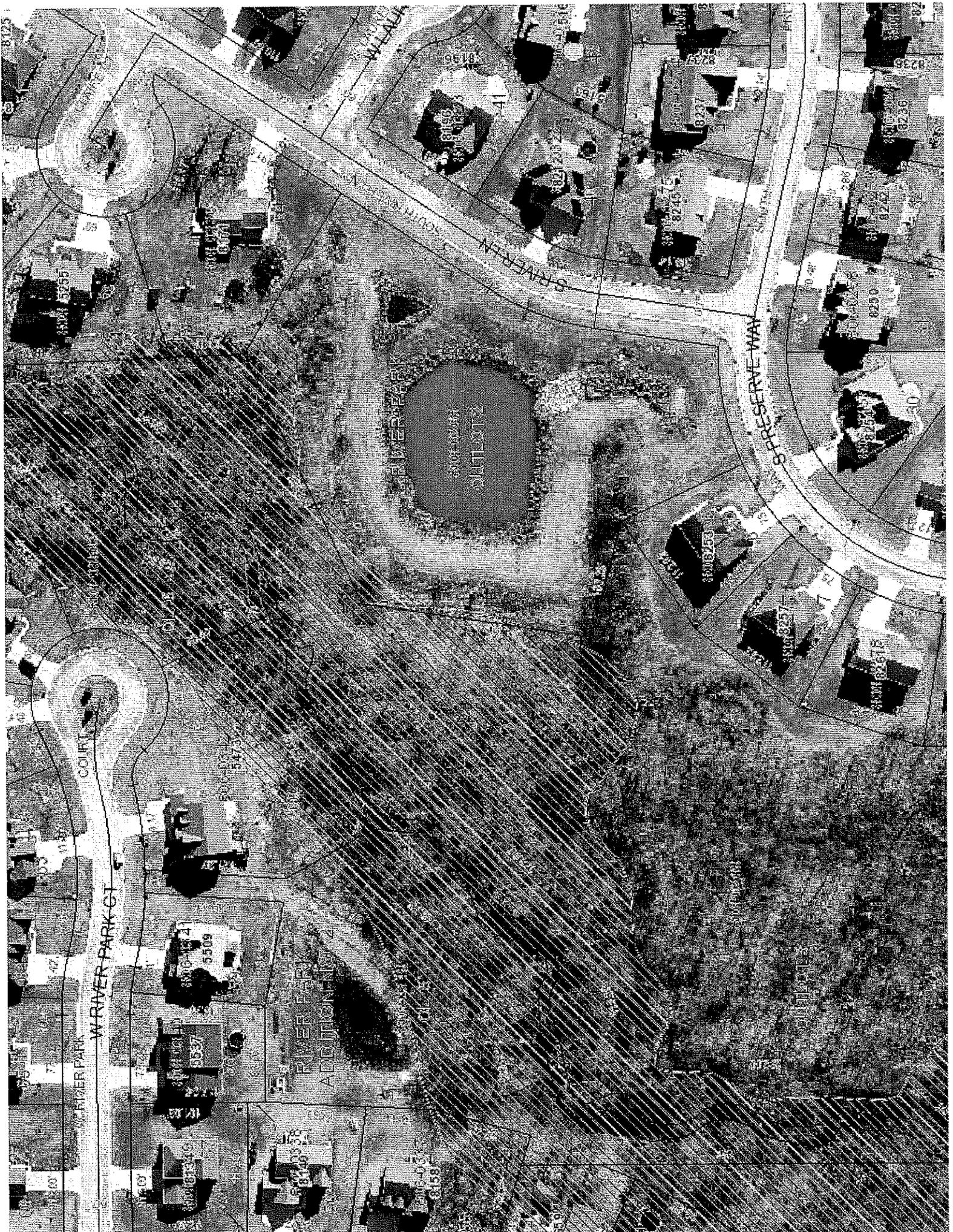
Direct expenses incurred on the client's behalf are charged at our cost plus 10%. Such items include, but are not limited to, equipment rental, subsistence, printing and reproduction, transportation and travel charges and any special equipment or fees unique to the project. Professional subconsultant fees are charged at our cost plus 15%. Automobile mileage will be charged at \$0.75.

Invoices

Progress invoices shall be issued monthly and shall be paid within thirty days of date of invoice. Balances remaining unpaid after 60 days are subject to a monthly finance charge of 1.5% (which is an annual rate of 18% per annum) until paid. JSD reserves the right to stop work on any project that has past due invoices until outstanding balances are paid.

Effective to 12-31-2015

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RIVER PARK COURT

RIVER PARK
ADDITION

RIVER PARK
PRESERVE WAY

RIVER PARK

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Malas Engineering LLC

Integrated Innovative Solutions and Excellence in Engineering

August 13, 2015

Justin L. Johnson, PE
Senior Project Engineer
JSD Professional Services, Inc.
N22 W22931 Nancys Court, Suite 3
Waukesha, WI 53186

Proposal ID: ME 113

Ref.: Sub-consultant Professional Engineering Service Proposal for the River Park Path Design in the City of Franklin, Milwaukee County.

Dear Mr. Johnson,

It is my pleasure to provide you this proposal for the River Park Path and Root River Tributary Crossing design services. Per our site visit and earlier communications, the proposed Malas Engineering LLC design services include:

- Administration/Coordination/Progress Meetings
- Field Inspection & Verification
- Assist in Utility & Agency Coordination including WDNR & FEMA
- Assist in Public Involvement & Project Presentation
- Provide bridge crossing utilizing a pre-fabricated bridge with substructure design. Included: plans, specifications, and engineering estimate.
- Provide Project Q/A & hydraulic + Geometry Design Review
- Construction Administration (Meetings, RFI, CO, Shop Drawings Review, etc...)

The total effort for this proposed scope of work and services based on a lump-sum fee, Not to Exceed, twenty nine thousand twenty one dollars and zero cents. (\$29,021.00) The effort is based on a single pre-fabricated bridge.

If you have any questions, please call me. We very much appreciate this opportunity and look forward to continue working with you. Thank you.

Sincerely,

Mahmoud (Mac) N. Malas, PE
Senior Engineer/Principal Engineer

Attachment: Effort Workbook (separately)

Summary of Staff Hours and Direct Labor Costs
Malas Engineering LLC
Professional Engineering Services Effort

Proposal No.:

ME 113

Project ID:

PUM-1015-CFRANKLIN

8/13/2015

River Park Path

City of Franklin

Classification	Senior Engineer		Direct / Speciality & Sub-Consultant & Mileage	TOTAL:
	Hours	Dollars		
Factored Hourly Wage		\$130.00		
Task	Hours	Dollars	Dollars	Dollars
Preliminary & Final Design	192	\$24,960.00	\$4,061.00	\$29,021.00
Administration/Coordination/Progress Meetings	16	\$2,080.00	\$0.00	\$2,080.00
Field Inspection & Verification	8	\$1,040.00	\$0.00	\$1,040.00
Assistance in Utility & Agency Coordination including WDNR & FEMA	32	\$4,160.00	\$0.00	\$4,160.00
Assistance in Public Involvement & Project Presentation (2 Meetings)	8	\$1,040.00	\$0.00	\$1,040.00
Provide bridge crossing utilizing a pre-fabricated bridge with substructure design. Included plans, specifications, and engineering estimate.	80	\$10,400.00	\$3,900.00	\$14,300.00
Provide Project Q/A & hydraulic + Geometry Design Review	24	\$3,120.00	\$0.00	\$3,120.00
Construction Administration (Meetings, RFI, CO, Shop Drawings Review, etc...)	24	\$3,120.00	\$0.00	\$3,120.00
Mileage (Assume 6 round trips at \$0.57/mile)	0	\$0.00	\$161.00	\$161.00
TOTAL:	192	\$24,960.00	\$4,061.00	\$29,021.00

Consultant Contract Total Fee Computation

Malas Engineering LLC

PUM-1015-CFRANKLIN

River Park Path

City of Franklin

8/13/2015

Project ID	PUM-1015-CFRANKLIN		Total for Contract
	Prelim & Final Design		
Number of Staff Hours	192		192
Total Direct Labor		\$24,960.00	\$24,960.00
Direct Expenses Mileage		\$161.00	\$161.00
Direct Expenses Sub-Consultant Drafting & Engineering Support Services		\$3,900.00	\$3,900.00
TOTAL COST		\$29,021.00	\$29,021.00

0 0 0

August 13, 2015

Mr. Justin Johnson
JSD Professional Services, Inc.
N22 W22931 Nancys Court, Suite 3
Waukesha, Wisconsin 53186

Re: Proposal for Geotechnical Services
Proposed River Park Path Bridge
Bridge and Approach Pavement
Franklin, WI
PSI Proposal No. 159769

Dear Mr. Johnson:

Professional Service Industries, Inc. (PSI) is submitting this proposal to conduct a geotechnical exploration for the proposed bridge in Franklin, Wisconsin. A summary of the planned project, PSI's proposed scope of services, schedule and fee information are provided in the following sections. Thank you for giving PSI this opportunity to propose our services.

PROJECT UNDERSTANDING

PSI understands that the proposed project consists of construction of a new recreational path bridge in River Park in Franklin, Wisconsin. This proposal is based on the new bridge consisting of a single span supported by abutments on piles or spread footings.

If any of the above information is inconsistent with the planned construction, PSI requests that JSD Professional Services, Inc. contact us immediately and allow us to make any necessary modifications to this proposal.

SCOPE OF SERVICES

The scope of PSI's services for this project will be to conduct one 60-foot deep soil boring at the site and provide geotechnical design recommendations based upon the subsurface conditions encountered. In general, foundation recommendations will be provided for the proposed bridge replacement. In addition, recommendations for re-paving the approach areas adjacent to the bridge will also be provided.

The borings are planned to be performed adjacent to the abutments of the existing bridge. The borings will be completed to the planned depth or auger refusal, whichever is shallower. The test borings will be performed with a truck-mounted, rotary drill rig using hollow stem augers. Soil samples will be obtained at 2.5-foot increments to a depth of 10 feet, and at 5-foot intervals thereafter, employing split-barrel sampling procedures in

general accordance with ASTM D-1586. The borings will be backfilled with bentonite and the surfaces patched with cold patch asphalt upon completion.

In addition, it is requested that grainsize analysis be provided for every 2 foot interval for the upper 20 feet of the boring to determine potential scour properties of these soils.

It is understood that the borings will be performed in an area that is off traveled roads. As such, this proposal does not include any traffic control. If requested, PSI can provide necessary traffic control in accordance with the MUTCD during completion of the borings.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for visual classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program, and may include testing of selected samples to evaluate the soils' moisture content, plasticity, grain size, unit weight and relative strength characteristics.

JSD Professional Services, Inc. understands that PSI's services under this proposal are limited to geotechnical engineering and that PSI will have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials. The existence or discovery of hazardous materials will constitute a changed condition under this proposal.

Hazardous materials are defined in this proposal as any toxic substances, chemical, pollutants or other materials, in whatever form or state, that are known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever.

PSI will perform its services consistent with the level of care and skill ordinarily exercised by other professional engineers under similar circumstances at the time the services are performed. No warranty, expressed or implied, is included or intended in this proposal.

REPORT

At the conclusion of PSI's field and laboratory work, one of our registered professional engineers will prepare a Geotechnical Exploration Report. The report will include:

- descriptions of the soil and groundwater conditions at the test boring locations;
- a summary of the laboratory test results (where applicable) as they relate to the proposed site development;
- a discussion of recommended foundation type and allowable soil bearing capacities;
- representative pavement design parameters for the pavement design including material type (well or poorly sorted), frost index, soil support value, design group index, Resilient Modulus, M_R , CBR and subgrade reaction modulus, k ;

- site preparation information including placement and compaction of structural fill, control of groundwater, and improvement of unstable soil;
- information relating to other observed geotechnical conditions that could impact the proposed project;

One electronic copy of the report will be provided. Hard copies can be provided upon request. PSI will address any comments received regarding the report.

SCHEDULE

PSI is prepared to begin work on this project after receiving authorization to proceed. Based on favorable weather conditions, the field work will take 1 day to complete. Preliminary results would be available within about 5 days of field work completion. The final report will be completed in about 15 days after field work is completed.

SPECIAL INSTRUCTIONS

Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. PSI will attempt to minimize such damage, but no restoration other than backfilling the soil borings and patching the surface with asphalt patch is included. Soil spoils will be cleaned up and removed from the project as needed. The borings will be backfilled to ground surface once the borehole has been completed. Due to the self-consolidation of hole backfill, it is likely that the hole will settle overtime, especially after rain events.

All of the borings will be located within the public right of way. As such, it is standard and industry practice to proceed with the understanding that utilities in the area of this project are entirely publicly owned and operated. PSI will contact Diggers Hotline for public utility clearance prior to the start of drilling activities. PSI will also contact the local municipality to discuss if any additional utilities, not covered by Digger's Hotline are located within the roadway. If the local municipality identifies that additional utility lines may be present, PSI will request an amendment to retain a private utility locating company to locate the utilities within 10 feet of the boring locations. If additional fees are required, PSI will contact you prior to implementation for approval.

FEES

It is proposed that the fee for performance of the outlined scope of services be charged on a Lump Sum Basis. Based on the scope of services outlined above, the total fee will be **\$3,654.00**. Additional drilling footage, if necessary, will be charged at \$18 per foot. Any additional drilling will be authorized prior to performance. If private utility locating was required an additional \$400.00 would apply.

Boring, sampling and testing requirements are a function of the subsurface conditions. The cost is based on adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require additional exploration, PSI will notify JSD Professional Services, Inc. to discuss modifying the outlined scope of

Proposed River Park Path Bridge
Franklin, WI
PSI Proposal No.: 159769
August 13, 2015
Page 4 of 6

work. Additional work beyond the estimated fee will not be performed without authorization.

PSI appreciates the opportunity to offer our services and look forward to working with you. Please call with any questions, or if PSI can be of additional service.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Electronic Copy
Ted A Cera, P.E.
Department Manager
Geotechnical Services

Electronic Copy
Paul J. Koszarek, P.E.
District Manager

Attachments: Proposal Acceptance
 General Conditions

PROPOSAL ACCEPTANCE:

AGREED TO, THIS _____ DAY OF _____ , 2014.
BY (please print): _____
TITLE: _____
COMPANY: _____
SIGNATURE: _____

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

() Copies To: _____	() Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
() Copies To: _____	() Copies To: _____
_____	_____
_____	_____
Attn: _____	Attn: _____
7. Invoicing Address: _____

Attn: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

August 14th, 2015

Mr. Justin Johnson
JSD Professional Services, Inc
N22 W22931 Nancys Court, Suite 3
Brookfield, WI 53186

Re: Proposal for Wetland Delineation & Tree Survey Services –City of Franklin Pathway, City of Franklin, Milwaukee County, WI

Dear Mr. Johnson,

Thank you for the opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the proposed Completion Schedule and the Professional Fees.

PROJECT NAME: City of Franklin Pathway, City of Franklin, Milwaukee County, WI

I. DESCRIPTION OF SERVICES TO BE PERFORMED:

A) Wetland Delineation and Report Submittal

We propose to delineate the location and extent of wetland boundaries along the pathway route per the attached aerial photo. During the field study, wetland areas will be identified and their boundaries delineated using the Routine On-Site Determination Method as defined in the 1987 Corps of Engineers Wetland Delineation Manual and in the recent Midwest Regional Supplement, and will be performed in accordance with Wisconsin Department of Natural Resources (WDNR) Assurance program requirements. The delineation technique uses a multi-parameter approach, which requires evidence of wetland hydrology, hydric soils, and hydrophytic vegetation. R.A. Smith National, Inc. (RASN) ecologists will also consider topographic conditions and use professional judgment in performing the work. The boundaries of areas meeting wetland criteria will be flagged in the field and surveyed by JSD surveyors. The findings will be documented in a final wetland delineation report. Data sheets, a wetland boundary map, a soils map, aerial photographs, a Wisconsin Wetland Inventory map, and color copies of photographs will be included in the report.

A draft copy of the report will be sent to you to review prior to submittal to the agencies. A copy of the final report will be issued to you, the WDNR, and the US Army Corps of Engineers. The US Army Corps will review the report and concur with the delineation.

B) Tree Survey

We will identify every tree approximately 3” in DBH (diameter at breast height) or greater within the project route. Each tree will be flagged and numbered using surveyor’s ribbon. We will also provide a determination as to whether the trees fall within young or mature woodland as defined by the City’s UDO (Unified Development Ordinance).

Mr. Justin Johnson
Page 2 / August 14th, 2015

II. COMPLETION SCHEDULE:

RASN would begin delineation fieldwork for this project within three weeks following receipt of a signed agreement. The delineation report will be submitted for your review within five weeks after completion of the delineation fieldwork. At the same time, we will be working with you to make sure that the wetland boundaries and trees are properly depicted on the survey drawings.

III. PROFESSIONAL FEES:

The above-described services will be provided for a time and expense fee as shown below. Fees will be invoiced monthly on a percent complete basis.

<u>Task</u>	<u>Description</u>	<u>Fee</u>
A	Wetland Delineation & Report	\$2,000
B	Tree Survey	\$1,000

Fees utilize RASN's standard Professional Liability Insurance limits of \$2,000,000 for a period of 3 years from award of contract. Usual and customary expenses such as mileage, equipment usage, postage, delivery, and printing are included in the above fees.

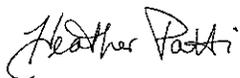
As your project progresses, additional work beyond the scope of this agreement may be required. Please initial below how you would like us to proceed with such work:

- _____ Time is critical. Proceed with any additional work and notify me with the details as soon as possible. I understand that this work will be performed on an hourly, time-and-material basis.
- _____ Contact me to obtain my verbal authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.
- _____ Contact me to obtain my written authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.

The attached Agreement for Consulting Engineering Services is hereby made part of this Proposal. If there are any questions concerning those, or the scope of work as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed, please sign and return the entire document to our office.

We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.



Heather Patti, PWS
Lead Ecologist/Project Manager

Mr. Justin Johnson
Page 3 / August 14th, 2015

Enclosures

STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

- 1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principals and practices.
2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air.
3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.
4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.
5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.
6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date.
7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control.
8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL.
9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly.
10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

- 11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings.
12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL.
13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID.

R.A. Smith National, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005
Heather Patti, PWS
Ecologist/Project Manager

PROFESSIONAL

Handwritten signature of Heather Patti

By: _____

Date: August 14, 2015

PROJECT: Franklin Pathway Wetland Delineation & Tree Survey, Franklin, WI

The above and foregoing proposal is hereby accepted and PROFESSIONAL is authorized to proceed with the work.

JSD Professional Services, Inc
N22 W22931 Nancys Court, Suite 3
Brookfield, WI 53186

CLIENT

By: _____

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice to proceed.

Printed Name: _____

Title: _____ Date: _____

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of August, 2015, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and JSD Professional Services, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N22 W22931 Nancys Court, Suite 3, Waukesha, Wisconsin.

W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide consultation with respect to professional surveying and engineering design services;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for professional surveying and engineering design services, as described in CONTRACTOR's proposal to CLIENT dated August 14, 2015, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$103,631, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$103,631. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Justin L. Johnson, P.E. will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Justin L. Johnson, P.E. CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

- | | |
|--|-------------|
| A. Limit of General/Commercial Liability | \$2,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage | \$1,000,000 |
| C. Excess Liability for General Commercial or Automobile Liability | \$2,000,000 |

D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$1,000,000

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

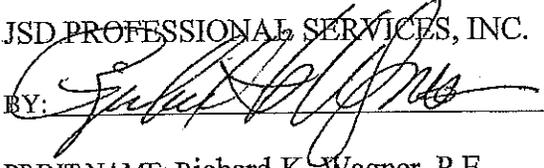
BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

JSD PROFESSIONAL SERVICES, INC.

BY:  _____

PRINT NAME: Richard K. Wagner, P.E.

TITLE: Executive Vice President/COO

DATE: 8/14/15

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY
RESOLUTION NO. 2015 - _____

A RESOLUTION TO ENGAGE JSD PROFESSIONAL SERVICES, INC FOR DESIGN
SERVICES FOR A TRAIL AND BRIDGE CROSSING EAST BRANCH OF THE ROOT RIVER
IN THE AMOUNT OF \$103,631.

WHEREAS, there is a dedicated easement for the construction of a pathway from W. River Park Court, crossing East Branch of Root River, and through an outlet to the South River Lane; and

WHEREAS, planning, design, and permitting is necessary to construct trail and bridge crossing; and

WHEREAS, Staff has a working relationship with JSD Professional Services; and

WHEREAS, JSD Professional Services and their proposed subconsultants are competent professional engineering consultants in the design of pathways and bridges; and

WHEREAS, a August 14, 2015 professional engineering proposal from JSD Professional Services includes a lump sum fee, not to exceed \$103,631 for survey, design, and permitting services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement whereby JSD Professional Services shall provide design services for the pathway and bridge for a fee of \$103,631.

This agreement being subject to review and approval of the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/18/2015
REPORTS & RECOMMENDATIONS	RAWSON HOMES DRAINAGE SOLUTION	ITEM NUMBER <i>G. 5.</i>

BACKGROUND

Rawson Homes is a neighborhood roughly bounded by W. Rawson Avenue, W. Marquette Avenue, S 35th Street, and S. 37th Street (see project area). The storm drainage in this neighborhood is generally open front yard swales at minimal slopes. These swales are generally difficult to maintain by property owners and it is not uncommon to see overgrown vegetation with standing water in various states of water quality.

Admittedly, a traditional storm sewer system with curb and gutters is most desirable. From 2010 to 2014, the City investigated and proposed a neighborhood-wide storm sewer system. That project was proposed through an assessment arrangement and residents were surveyed and it was overwhelmingly opposed because of the cost. Common Council voted to not proceed with the project.

Many homeowners in this neighborhood are still experiencing frustration with the open swale issues in their front yards. Staff re-examined the situation this spring and is ready to propose inexpensive concepts that would only financially affect the property owners that choose to participate.

ANALYSIS

One concept is to allow all non-curb/gutter homes in the drainage basin to voluntarily be assessed for lining the swales with concrete between driveway culverts and/or property lines. Engineering would verify that each culvert is lower than the upstream culvert. DPW and/or a private contractor would excavate a 3-foot wide by 5" thick path in straight line and grades between property lines and existing driveway culverts. The typical lot is 80-90 feet wide and the culverts are generally 12-20 feet long. The concrete will be 5-inches thick, have two #5 rebar to keep it from separating, and will have the edges closely match the existing turf. For the properties that participate, once water gets to the swale, it will be able to flow to the next property. Water will not stand for extended periods of time that creates the current condition of un-mowable vegetation, soggy soils, damming conditions, mosquito breeding, septic soils, and decaying vegetation that leads to low BOD5 and high phosphorus conditions that drain directly to the East Branch Root River that is located on the east side of 35th Street. Franklin Board of Public Works discussed this on August 11 and was in support of this concept. See attached picture of 12129 W. Saint Martins Road where a resident installed a similar paved invert without City's involvement.

Another concept would also allow all non-curb/gutter homes in the drainage basin to voluntarily be assessed. However instead of installing a concrete flume in the swale, a level perforated pipe would be installed to remove standing water. Again, Engineering would verify that each culvert is lower than the upstream culvert. DPW and/or a private contractor would excavate a side (either street or house side) of the existing swale in a straight line and grades between property lines and existing driveway culverts. Then the excavation would be lined with a filter fabric and perforated pipe (at 0% slope), some gravel and then topsoil to match the existing swale. The pipe would start at the uphill end of the swale where the top of the pipe would be lower than the swale invert. The pipe would end at the downhill end of the swale where the invert would daylight to the swale. Like the first option, water would not stand. There is a concern of possible clogging in the pipe because of the 0% slope but could be remedied with a cleanout. Franklin Board of Public Works discussed this on August 11 and was NOT in support of this concept.

For any concerns about paved swales increasing peak discharges and/or encouraging erosion to downstream, it should be noted that previous measurements for the existing swales are generally about 0.5% slope. As a comparison: we are trying to construct our street cross slopes at 2.5%; ADA surfaces can have a maximum of 2%; sidewalk maximum side slopes are 1%; minimum City standards for grass swales are 1.0%; and minimum City standards for curb and gutter are 0.7%. The flatness of the slopes will prevent noticeable scouring beyond what may be there now. Also note that we do not plan to replace any driveway culverts. The 12-20 feet long culverts would dampen any increase runoff characteristics back to existing conditions. To aid in the roughness coefficients, it will be proposed that a broom finish perpendicular to the flow be installed. The concrete pavement is to aid the residents in cleaning the swale line and ensure that water that gets to the concrete may continue in the existing storm system.

A modern drainage solution involves bioswales in each yard. These bioswales would have deep rooted native plantings that filter stormwater and provide uptake of water. This idea was discussed with a representative from MMSD and his opinion was that property owners would likely only mow them like turf and they would not work as well as hoped. He believed that the plans for paved swales are sound and will improve water quality.

Some may argue that a paved invert system would worsen water quality because it would no longer be filtered through grass. In reality, such a paved system would improve water quality because water would no longer go septic, allow vegetation to decompose, and create other detrimental characteristics that adversely impact water quality. Regardless to compensate and further improve water quality, it is proposed that the City use a City-owned triangle shaped lot at S. 35th Street and W. Madison Blvd. and construct a constructed wetland / bioswale / forebay. MMSD has verified that such a project is eligible for reimbursement from the Green Infrastructure Program that Franklin accumulates about \$70k/year. DNR has also verified that such a project would score very well in the Urban Nonpoint Source & Storm Water Management Grant Program that can match 50% of a project up to \$150,000. The triangle property project would cost the City \$0 and could be done in 2016, 2017, or later, or never depending on grant situation. If a successful application was made in 2016, construction would likely not occur until 2017.

Such a proposed program has the following benefits:

1. It is a least cost solution to a long standing problem.
2. Only the property owners who wish to participate would participate.

OPTIONS

Direct Staff to further develop ideas, or Table

FISCAL NOTES

Although the City would finance the construction of the paved swales and constructed wetland, the paved swales would be 100% paid for by assessment and the constructed wetlands would be 100% paid for by grants.

There are approximately 118 affected properties. The estimated total length of swales that could be paved is approximately 10,640 linear feet. The assumed cost is \$15 per liner foot. Adding contingencies, the total initial cost for paving swales could be approximately \$160k.

Assessments for the paved swales could be an open-ended arrangement. Some property owners could choose to have their swales done in 2015, 2016, or 2025. For tracking considerations, a maximum 5-year window for choosing this option is recommended. A maximum of 10-years to pay the assessment is recommended.

The constructed wetland / bioswale / forebay need further investigation to design. It is assumed that this portion would be at or below the MMSD and DNR grant funding levels of \$300,000. MMSD has verified that their funding is a reimbursement arrangement so if the project were constructed in 2015, MMSD would

reimburse us at the level accumulated (\$70,466) and the remaining in subsequent years (2016 estimate \$90k-\$95k) assuming the program is continued (expected) and the MMSD Board approves the request (likely).

Initial Expenses could be financed through the City's Capital Improvement Program and reimbursed as outlined above. Work in 2015 or 2016 would require a budget amendment or appropriation.

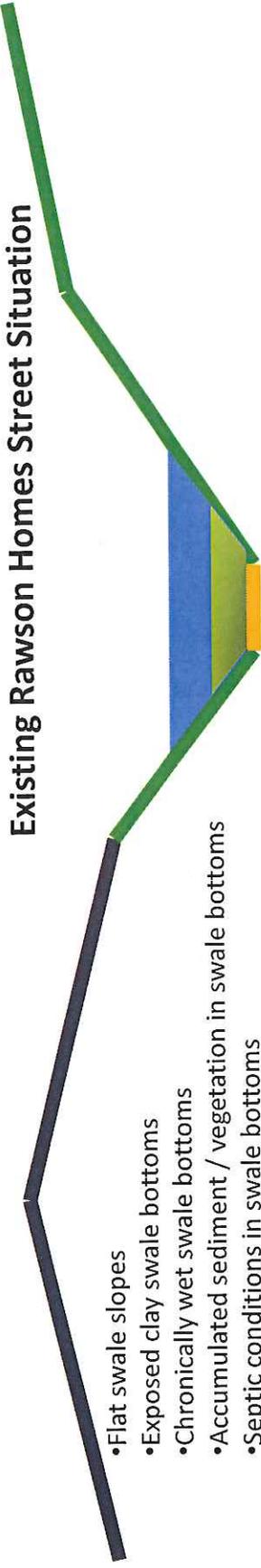
REMMENDATIONS

Direct Staff to further develop concept and estimates for survey of property owners, assessment hearing and cost estimates.

Additionally, direct Staff to further develop concept for a constructed wetland / bioswale / forebay facility to submit an application for the DNR Urban Nonpoint Source & Storm Water Management Grant Program due April 15, 2016.

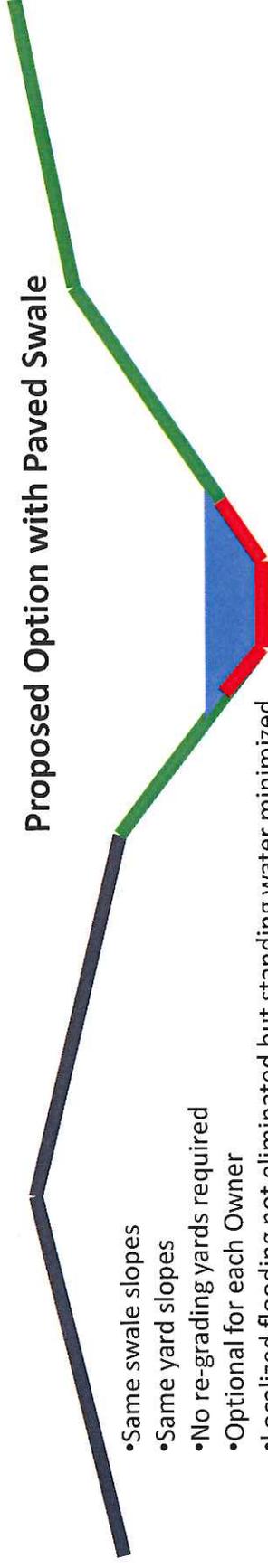
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Existing Rawson Homes Street Situation



- Flat swale slopes
- Exposed clay swale bottoms
- Chronically wet swale bottoms
- Accumulated sediment / vegetation in swale bottoms
- Septic conditions in swale bottoms
- Swale capacity worsens each year unless re-ditched by DPW

Proposed Option with Paved Swale



- Same swale slopes
- Same yard slopes
- No re-grading yards required
- Optional for each Owner
- Localized flooding not eliminated but standing water minimized
- Not disturb driveway culverts *
- Easier to maintain clean swales

Notes:

*Need to verify that each driveway culvert is lower than northern neighbor

S 35th Street

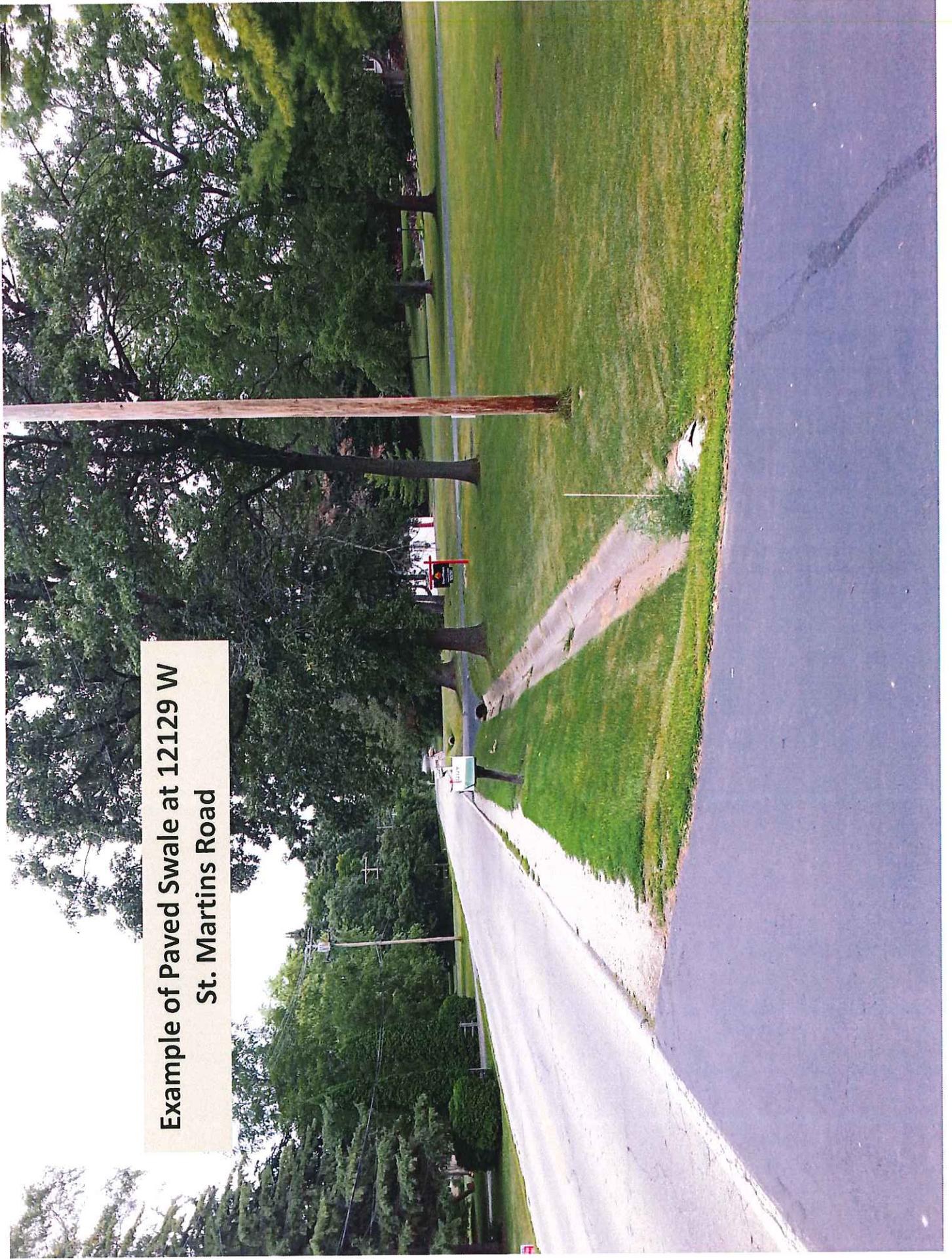
CONSTRUCTED WETLAND /
BIOSWALE / FOREBAY

W. Madison Blvd

S 36th Street



**Example of Paved Swale at 12129 W
St. Martins Road**



APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: Ordinance to prohibit parking on the east side of S. 31 st Street from W. Rawson Avenue to 400 feet south	8/18/15 ITEM NO. <i>G. 6.</i>

BACKGROUND

The Board of Public Works, at their August 11, 2015 meeting, heard concern regarding parking along S. 31st Street and resulting restricted vision on the east side of S. 31st Street south of W. Rawson Avenue.

ANALYSIS

The Branch Manager of the bank located on the southeast corner of S. 31st Street and W. Rawson Avenue has indicated that bank parking is adequate for employees and customers. There are however some parked cars from others who, if parked close enough, block vision to the southwest of northbound motorists. Adequate sight vision can be established by prohibiting parking from W. Rawson Avenue 400 feet to the south.

The Board was in agreement and recommended establishing this no parking by ordinance.

OPTIONS

Approve or deny recommendation.

FISCAL NOTE

The cost of signing to be taken from DPW operational budget.

RECOMMENDATION

Motion to adopt Ordinance No. 2015 - ____ an ordinance prohibiting parking on the east side of S. 31st Street from W. Rawson Avenue to 400 feet south.

RJR/sg

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2015-_____

ORDINANCE TO ADD TO SECTION 245.5(D) (4) OF THE MUNICIPAL CODE
TO ESTABLISH NO PARKING ON THE EAST SIDE OF S. 31ST STREET
FROM W. RAWSON AVENUE TO 400 FEET SOUTH

WHEREAS, the Board of Public Works has recommended establishing “No Parking on the east side of S. 31st Street from W. Rawson Avenue to 400 feet south.”

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

SECTION I. Section 245.5(D)(4) of the Municipal Code of the City of Franklin is hereby amended as follows:

ADD: “east side of S. 31st Street from W. Rawson Avenue to 400 feet south.”

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2015.

APPROVED:

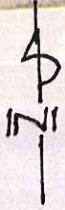
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

W. RAWSON AVENUE



400'

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 8/18/15
Reports & Recommendations	SUBJECT: Ordinance to prohibit parking on both sides of S. 68 th Street from W. Ryan Road to approximately 4000 feet north	ITEM NO. <i>G.7.</i>

BACKGROUND

In that Milwaukee County has jurisdictionally transferred ownership of S. 68th Street (former CTH A) to the City of Franklin; it is necessary to maintain established traffic restriction by City ordinances.

ANALYSIS

It is believed that for security reasons at the House of Correction, no parking (stopping or standing) at anytime has been established on both sides of S. 68th Street from W. Ryan Road (STH 100) north approximately 4000 lineal feet.

The Board of Public Works, at their August 11, 2015 meeting considered the matter and recommended to Common Council establishing this no parking by City ordinance.

OPTIONS

The stop sign at W. Ryan Road is established by Department of Transportation, within WDOT right-of-way.

The established speed limit of 30 mph is posted and included in the municipal code.

FISCAL NOTE

As part of the jurisdictional transfer, Milwaukee County removed and replaced with necessary signs and striping. There is, therefore, no cost for this no parking.

RECOMMENDATION

Motion to adopt Ordinance No. 2015 - ____ an ordinance prohibiting parking on both sides of S. 68th Street from W. Ryan Road to approximately 4000 feet north.

RJR/sg

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2015-_____

ORDINANCE TO ADD TO SECTION 245.5(D) (4) OF THE MUNICIPAL CODE
TO ESTABLISH NO PARKING ON BOTH SIDES OF S. 68TH STREET FROM
W. RYAN ROAD TO APPROXIMATELY 4000 FEET NORTH

WHEREAS, the Board of Public Works has recommended establishing "No Parking on both sides of S. 68th Street from W. Ryan Road to approximately 4000 feet north."

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

SECTION I. Section 245.5(D)(4) of the Municipal Code of the City of Franklin is hereby amended as follows:

ADD: "on both sides of S. 68th Street from W. Ryan Road to approximately 4000 feet north."

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2015.

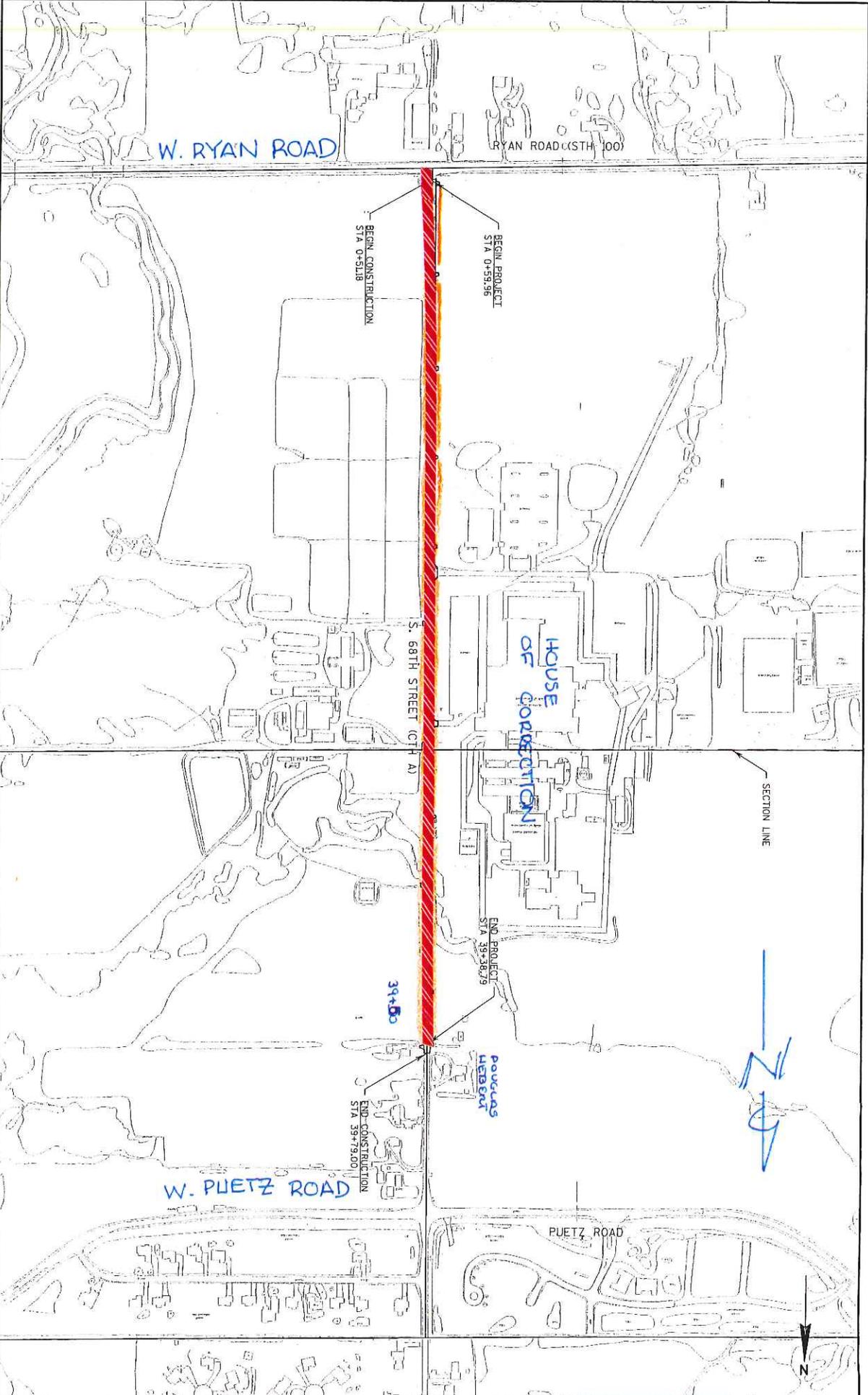
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____



245-S. D(4) "No parking, stop or stand at any time"

PROJECT NO: WH020122
 COUNTY: MILWAUKEE
 HWY: CTH A
 PROJECT OVERVIEW
 SHEET 4 E
 FILE NAME: Y:\PROJECTS\13033_021_CTH A RECON\DRAWING: (MCDOT)\SHEETS\PLAN\020101.PLO.DWG
 PLOT DATE: 5/17/2014 12:08 PM
 PLOT BY: GEE-JBJE
 PLOT NAME:
 PLOT SCALE: 1 IN=400 FT
 WISDOT/CADDIS SHEET 42

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