

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE June 28, 2016
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend the Unified Development Ordinance Text to Add a Footnote to Table 15-4.0100 to Provide that All Public (Federal, State, County, and City Owned) Streets, Sidewalks and Trails Construction Shall Conditionally Not Be Subject to the Natural Resource Features Protection Standards Following the Review and Approval of an Application Therefore by the Common Council (City of Franklin, Applicant)	ITEM NUMBER M.10.

At their meeting on June 9, 2016, the Plan Commission recommended approval of an Ordinance to Amend the Unified Development Ordinance Text to Add a Footnote to Table 15-4.0100 to Provide that All Public (Federal, State, County, and City Owned) Streets, Sidewalks and Trails Construction Shall Conditionally Not Be Subject to the Natural Resource Features Protection Standards Following the Review and Approval of an Application Therefore by the Common Council.

This matter was also before the Common Council at its May 3, 2016 and May 17, 2016 meetings. Copies of those Common Council Action Sheets and associated packet materials are attached.

COUNCIL ACTION REQUESTED

A motion to adopt an Ordinance to Amend the Unified Development Ordinance Text to Add a Footnote to Table 15-4.0100 to Provide that All Public (Federal, State, County, and City Owned) Streets, Sidewalks and Trails Construction Shall Conditionally Not Be Subject to the Natural Resource Features Protection Standards Following the Review and Approval of an Application Therefore by the Common Council.

ORDINANCE NO. 2016-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT TO ADD A FOOTNOTE TO TABLE 15-4.0100 TO PROVIDE THAT ALL PUBLIC (FEDERAL, STATE, COUNTY, AND CITY OWNED) STREETS, SIDEWALKS AND TRAILS CONSTRUCTION SHALL CONDITIONALLY NOT BE SUBJECT TO THE NATURAL RESOURCE FEATURES PROTECTION STANDARDS FOLLOWING THE REVIEW AND APPROVAL OF AN APPLICATION THEREFORE BY THE COMMON COUNCIL (CITY OF FRANKLIN, APPLICANT)

WHEREAS, the Department of City Development and the Engineering Department having review the Unified Development Ordinance regarding the construction of public streets and the needs thereof, in relation to the natural resource features protection standards existing under the Ordinance, and having considered that the Southeastern Wisconsin Regional Planning Commission conditionally allows trails through Environmental Corridors and also allows streets and highways through Environmental Corridors upon more stringent conditions; and

WHEREAS, City staff having determined that the need to facilitate the provision of a safe and efficient transportation system, in recognition of the importance of connectivity for motor vehicle, pedestrian and other modes of transportation, and to provide more flexibility within the Unified Development Ordinance natural resource features protections related thereto to accomplish the more safe and efficient system while also substantially considering and accounting for any natural resource features necessarily impacted by such needs, and having recommended an amendment to the Unified Development Ordinance to provide for a more efficient process in the undertaking of fulfilling such public needs; and

WHEREAS, the Plan Commission having reviewed the proposed amendment, and having held a public hearing on the proposal on the 9th day of June, 2016 and thereafter having recommended approval of such amendment; and

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

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

SECTION 1: TABLE 15-4.0100 NATURAL RESOURCE PROTECTION

STANDARDS of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin is hereby amended to add a footnote (f) thereto, which footnote "(f)" shall be inserted as a reference in the Zoning District Type categories Table titles "Agricultural", "Residential" and "Nonresidential" and which footnote shall read as follows:

(f) Notwithstanding anything to the contrary set forth in this Ordinance, all public (Federal, State, County, and City owned) streets, sidewalks and trails construction shall not constitute "development" subject to the natural resource features protection standards under this Ordinance, and the creation and later existence thereof shall not require the grant of a special exception to the provisions of this Ordinance for natural resource features protection; provided, however, that no public street, sidewalk or trail construction may occur unless an application for same is approved by the Common Council. The Common Council may approve and grant such application provided that: i) such street, sidewalk or trail is designed and constructed by or under the direction of the respective governmental entity; ii) all other required governmental permits and approvals, including, but not limited to those required by the Wisconsin Department of Natural Resources (and subject to the approved wetland determination/delineation application requirements of the WIDNR effective June 1, 2016 as may be applicable) and the U.S. Army Corps of Engineers; iii) all remaining areas of natural resource features disturbed by such construction shall be restored to the restoration standards of §15-4.0102I. of this Ordinance; iv) that such public street, sidewalk and trail shall be designed and reviewed pursuant to a practicable alternatives analysis in a priority manner to first consider alternative locations, second to minimize the amount of disturbance, and third to include mitigation in such instances where impact to particularly important natural resource features, including, but not limited to Southeastern Wisconsin Regional Planning Commission designated Primary Environmental Corridor, Secondary Environmental Corridor and Isolated Natural Resource Area lands, is unavoidable; and v) with regard to woodlands and forests, the City Forester shall perform an on-site inspection of the area(s) proposed to support the street, sidewalk or trail, consider the practicable alternatives analysis under iv) above applicable thereto, and recommend thereupon to the Common Council for its consideration of the subject matter application. A determination by the Common Council upon an application shall be made upon consideration as to whether the application proposal is reasonable and necessary in the

public interest and that the provision of safe and efficient transportation and connectivity public improvements outweighs the public interest in the complete protection of natural resource features under all the circumstances presented. The Common Council may conditionally approve an application as it determines reasonably necessary.

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 _____, 2016, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

 **CITY OF FRANKLIN** 
REPORT TO THE PLAN COMMISSION

Meeting of June 9, 2016

Unified Development Ordinance Text Amendment

RECOMMENDATION: Department of City Development staff recommends approval of a Unified Development Ordinance Text Amendment to conditionally exempt public streets, sidewalks, and trails from the City's natural resource protection standards, as set forth in the attached draft Ordinance.

Project Name:	Natural Resource Protection Standards Revision to Conditionally Exempt Public Streets, Sidewalks, and Trails
Applicant:	City of Franklin
Action Requested:	Recommendation by the Plan Commission for approval of an amendment of the Unified Development Ordinance to conditionally exempt public streets, sidewalks, and trails from the City's natural resource protection standards.

INTRODUCTION:

The City Development and Engineering Departments have requested that the City consider amending the Unified Development Ordinance to exempt public streets, sidewalks, and trails from its natural resource protection standards.

As set forth in the attached Common Council Action Sheet dated May 3, 2016, staff had identified a number of development or development related projects involving public streets, sidewalks, or trails that had been significantly impacted by the City's natural resource protection standards. Staff had further indicated that the provision of more flexibility within the City's natural resource protection standards in this regard would facilitate the provision of a safe and efficient transportation system and would improve connectivity for automobiles, pedestrians, and other modes of transportation.

ANALYSIS:

The Common Council discussed this matter at its May 3, 2016 meeting, and moved to "refer a proposal to amend the Unified Development Ordinance to exempt public streets, sidewalks, trails and appurtenances from the City's natural resource protection standards to the City Attorney for compliance with new State wetland delineation laws."

Based upon the Common Council discussion, and upon subsequent discussions with Alderwoman Wilhelm and the Planning Manager, the City Attorney drafted the attached Ordinance. The draft Ordinance proposes to add a footnote to Table 15-4.0100 of the Unified Development Ordinance (UDO) to provide that construction of all public (Federal, State, County, and City-owned) streets, sidewalks, and trails shall conditionally not be subject to the

City's natural resource protection standards following the review and approval of an application for such by the Common Council. The proposed footnote establishes that all public streets, sidewalks, and trails would not constitute "development" as defined within the UDO, would not require a Natural Resource Special Exception, and would require Common Council approval of an application which provides that:

- the project is designed and constructed by or under the direction of the respective governmental agency;
- all other permits and approvals are obtained;
- all remaining areas of natural resource features disturbed by such construction shall be restored as set forth in Section 15-4.0102I of the UDO;
- each project be designed and reviewed pursuant to a practicable alternatives analysis; and
- the City Forester perform onsite inspections of the subject area in regard to the practicable alternatives analysis for woodland and forest impacts.

The proposed footnote also provides that each Common Council decision shall include consideration of whether the proposal is reasonable and necessary in the public interest, and that the provision of a safe and efficient transportation system and connectivity outweighs the public interest in the complete protection of the natural resource features to be impacted. Lastly, it is noted that the Common Council may conditionally approve such applications as may reasonably be necessary.

This information was then provided to the Common Council for review and discussion at its May 17, 2016 meeting. The Council subsequently moved to approve the subject UDO Text Amendment along with a request that staff prepare a set of procedures to guide its consideration of all public street, sidewalk, and trail projects in a fair and equitable manner.

STAFF RECOMMENDATION:

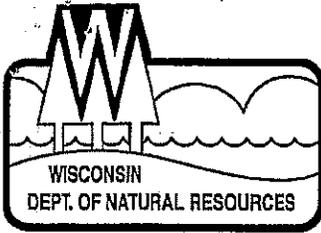
The City Development and Engineering Departments recommend approval of the Unified Development Ordinance Text Amendment to conditionally exempt public streets, sidewalks, and trails from the City's natural resource protection standards as set forth in the attached draft Ordinance.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 17, 2016
REPORTS AND RECOMMENDATIONS	An Ordinance to Amend the Unified Development Ordinance Text to Add a Footnote to Table 15-4.0100 to Provide that All Public (Federal, State, County, and City Owned) Streets, Sidewalks and Trails Construction Shall Conditionally Not Be Subject To the Natural Resource Features Protection Standards Following the Review and Approval of an Application Therefore by the Common Council (City of Franklin, Applicant)	ITEM NUMBER

The subject matter of the above item was before the Common Council at its May 3, 2016 regular meeting. Attached hereto are copies of the action sheet from that meeting and a draft ordinance prepared in part as a result of the discussion at the May 3 meeting, which does not fully exempt streets, sidewalks and trails construction from the natural resource features protections of the Unified Development Ordinance, but does provide a more streamlined process for the consideration of such improvements in relation to natural resource features protection, while retaining final Common Council approval thereof. Also attached hereto are copies of a Department of Natural Resources correspondence (Amendment to the Regional Water Quality Management Plan – City of Franklin) and Southeastern Wisconsin Regional Planning Commission environmentally significant areas resource document (SEWRPC Community Assistance Planning Report No. 176 (Second Edition), Sanitary Sewer Service Area for the City of Franklin, Milwaukee County, Wisconsin, dated June 2011) for the information of the Common Council.

COUNCIL ACTION REQUESTED

A motion to adopt An Ordinance to Amend the Unified Development Ordinance Text to Add a Footnote to Table 15-4.0100 to Provide that All Public (Federal, State, County, and City Owned) Streets, Sidewalks and Trails Construction Shall Conditionally Not Be Subject To the Natural Resource Features Protection Standards Following the Review and Approval of an Application Therefore by the Common Council.



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Scott Walker, Governor
Cathy Stepp, Secretary

RECEIVED

JUL 21 2011

City of Franklin
Engineering Department

101 S. Webster St.
Box 7921
Madison, Wisconsin 53707-7921
Telephone 608-266-2621
FAX 608-267-3579
TTY Access via relay - 711

July 20, 2011

DNR File No. SE-0129

Mr. David L. Stroik, Chairman
Southeastern Wisconsin Regional Planning Commission
W239 N1812 Rockwood Drive
P.O. Box 1607
Waukesha, WI 53187-1607

SUBJECT: Amendment to the Regional Water Quality Management Plan -
City of Franklin

Dear Mr. Stroik:

We have completed our review of the subject amendment request submitted to the Department on July 5, 2011. The Department hereby approves the sewer service area amendment request which adds a total of 5,310 acres to the City of Franklin Sanitary Sewer Service Area.

The area to be added includes the south and the southwest portions of the City of Franklin and is immediately adjacent to the current sewer service area. The amendment would bring the entire City of Franklin into the sewer service area. The proposed area includes 1,554 acres of environmentally significant lands, 410 acres of existing urban land, and agricultural and open lands account for the balance of 3,346 acres (see Maps 2 and 3).

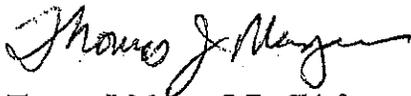
The proposed amendment was requested by the City of Franklin on April 5, 2011 and was adopted by SEWRPC per Resolution Number 2011-09 on June 15, 2011.

The approval of this sewer service area amendment does not constitute approval of any other local, state, or federal permit that may be required for sewer construction or associated land development activities.

If you believe that you have a right to challenge this decision, you should know that the Wisconsin statutes and administrative rules establish time periods within which requests to review Department decisions must be filed. For judicial review of a decision pursuant to sections 227.52 and 227.53, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to file your petition with the appropriate circuit court and serve the petition on the Department. Such a petition for judicial review must name the Department of Natural Resources as the respondent.

To request a contested case hearing pursuant to section 227.42, Wis. Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources. All requests for contested case hearings must be made in accordance with section NR 2.05(5), Wis. Adm. Code, and served on the Secretary in accordance with section NR 2.03, Wis. Adm. Code. The filing of a request for a contested case hearing does not extend the 30 day period for filing a petition for judicial review.

Sincerely,



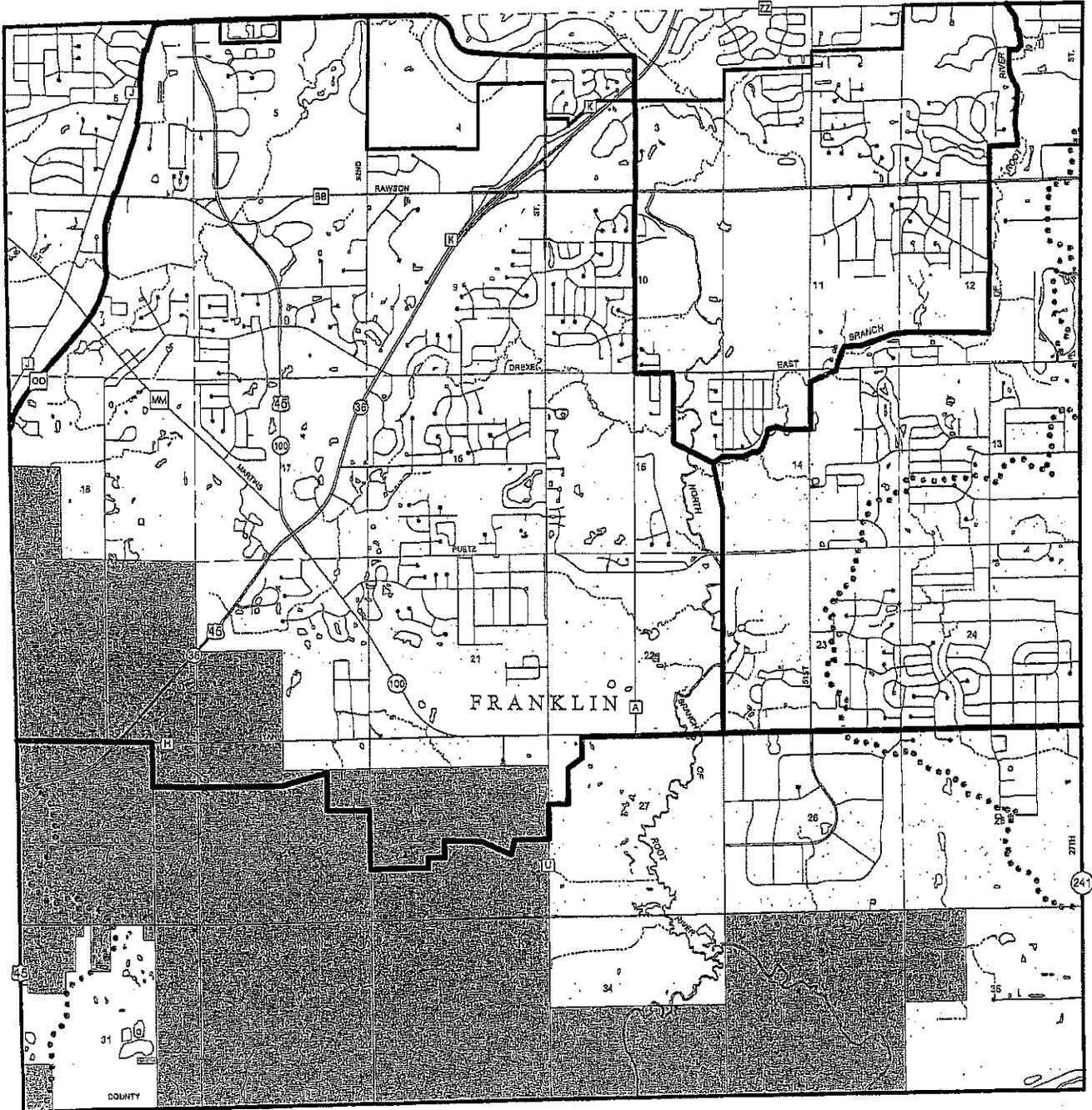
Thomas J. Muga, P.E., Chief
Wastewater Section
Bureau of Watershed Management

cc:

Ms. Sandra L. Wesolowski, Clerk, City of Franklin, 9229 W. Loomis Rd, Franklin, WI 53132
Mr. John M. Bennett, Engineer, City of Franklin, 9229 W. Loomis Rd, Franklin, WI 53132
Mr. Joseph Eberle, Ruekert & Mielke, Inc., W233 N2080 Ridgeview Pkwy, Waukesha, WI 53188-1020
Mr. Kevin Shafer, Executive Director, Milwaukee Metropolitan Sewerage District,
260 W. Seeboth St., Milwaukee, WI 53188-1020
Mr. Michael Luba, Basin Supervisor, WDNR- SER - Sturtevant
Mr. John Hammen, Acting Regional Director – WDNR - SER – Milwaukee
Ms. Fran Keally – DNR - WT/3

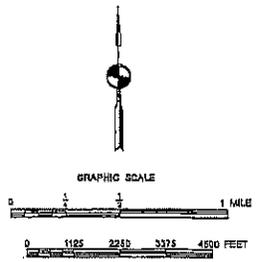
Map 2

PROPOSED CHANGES TO THE FRANKLIN SANITARY SEWER SERVICE AREA



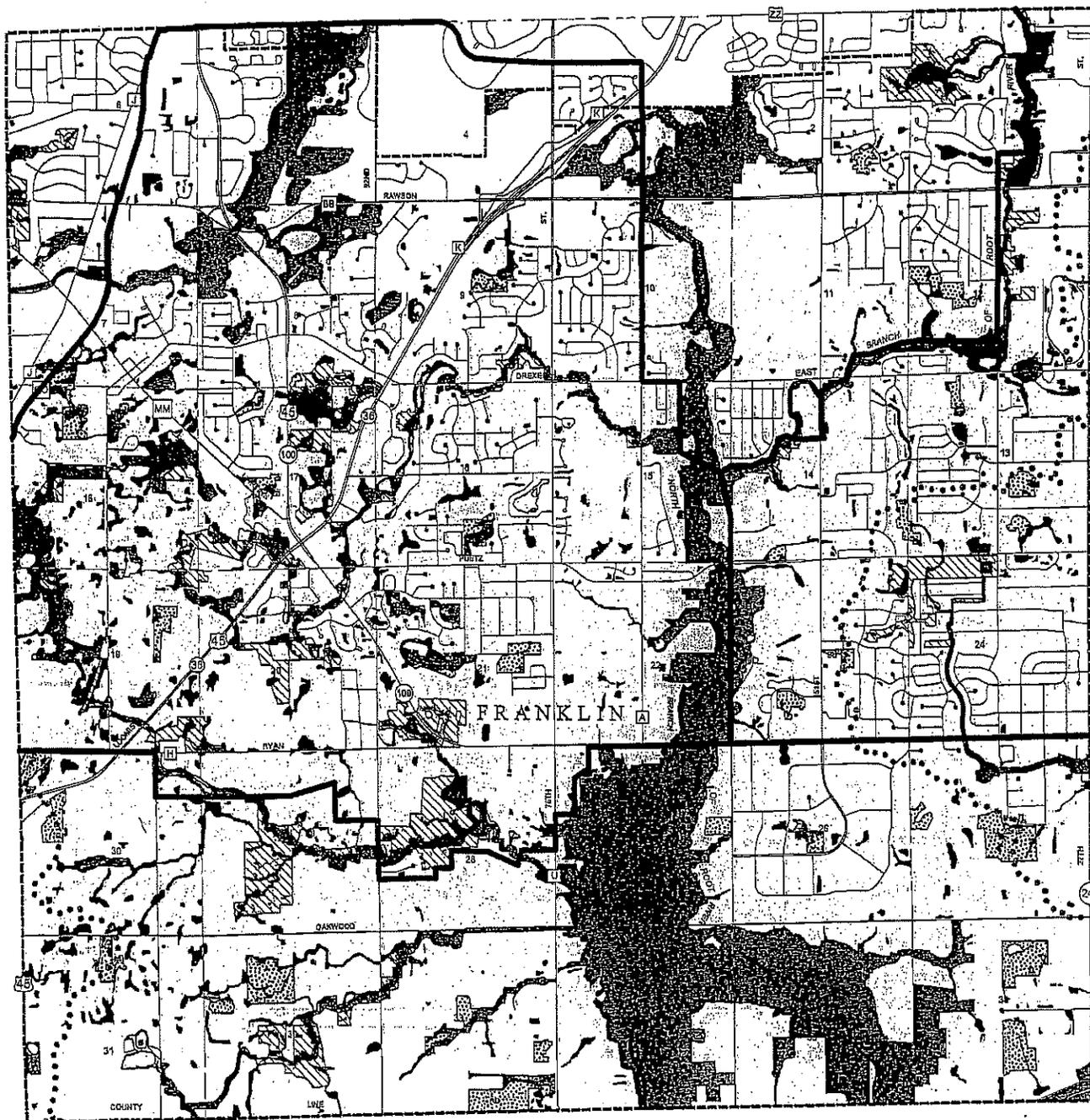
- | | | | |
|---|--|---|--|
|  | FRANKLIN PLANNED SANITARY SEWER SERVICE AREA AS DEFINED IN SEWRPC COMMUNITY ASSISTANCE PLANNING REPORT NO. 178 |  | EXISTING INTERCEPTOR SEWER |
|  | AREAS PROPOSED TO BE ADDED TO THE FRANKLIN SEWER SERVICE AREA |  | PROPOSED RYAN CREEK INTERCEPTOR SEWER |
| | |  | EXISTING CITY AND VILLAGE BOUNDARIES; 2010 |

Source: SEWRPC.



Map 3

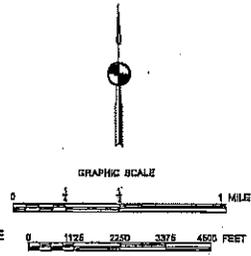
FRANKLIN PLANNED SANITARY SEWER SERVICE AREA



-  PRIMARY ENVIRONMENTAL CORRIDOR
-  SECONDARY ENVIRONMENTAL CORRIDOR
-  ISOLATED NATURAL RESOURCE AREA
-  WETLANDS AND SURFACE WATER AREAS LESS THAN FIVE ACRES IN SIZE LOCATED OUTSIDE ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS
-  FRANKLIN PLANNED SANITARY SEWER SERVICE AREA
-  PLANNED SANITARY SEWER SERVICE AREA BOUNDARY

-  EXISTING INTERCEPTOR SEWER
 -  PROPOSED RYAN CREEK INTERCEPTOR SEWER
- RESTRICTIONS ON SEWERED DEVELOPMENT**

-  PRIMARY ENVIRONMENTAL CORRIDORS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IS CONFINED TO LIMITED RECREATIONAL AND INSTITUTIONAL USES AND RURAL-DENSITY RESIDENTIAL DEVELOPMENT IN AREAS OTHER THAN WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES.
-  PORTIONS OF SECONDARY ENVIRONMENTAL CORRIDORS AND ISOLATED NATURAL RESOURCE AREAS WITHIN THE PLANNED SANITARY SEWER SERVICE AREA WHICH ARE COMPRISED OF WETLANDS, FLOODLANDS, SHORELANDS, AND STEEP SLOPES: THE EXTENSION OF SEWERS TO SERVE NEW DEVELOPMENT IN THESE AREAS IS NOT PERMITTED.



Source: SEWRPC.

The proposed expanded sanitary sewer service area encompasses 2,369 acres of primary environmental corridors (11 percent of the sewer service area); 1,576 acres of secondary environmental corridors (7 percent of the sewer service area); and 697 acres of isolated natural resource areas (3 percent of the sewer service area). The sewer service area also encompasses a total of 541 acres of small wetlands and surface water areas less than five acres in size located outside the environmental corridors and isolated natural resource areas, accounting for 2 percent of the sewer service area.

Included in the environmental corridors and isolated natural resource areas shown on Map 3 are certain floodland areas which do not currently have the resource features to be classified as environmental corridors or isolated natural resource areas, but which may be expected to eventually revert to more natural conditions and become part of the system of environmental corridors and isolated natural resource areas. These areas are shown in a blue color on Map 4; together they encompass a total of 359 acres. As those floodplains revert to more natural conditions, the resource classification of certain small adjacent areas would change, as shown on Map 4.

Restrictions on Sewered Development in Environmentally Significant Areas

The regional land use and water quality management plans recommend the preservation of primary environmental corridors in essentially natural, open use and recommend that County and local units of government consider protecting and preserving secondary environmental corridors and isolated natural resource areas. Consistent with regional plans, policies adhered to by the Wisconsin Department of Natural Resources and Department of Commerce in their regulation of sanitary sewerage systems prohibit or otherwise limit the extension of sanitary sewers to serve development in such areas. The following restrictions apply:

1. The extension of sanitary sewers to serve new development in primary environmental corridors is confined to limited recreational and institutional uses and rural-density residential development (maximum of one dwelling unit per five acres) in areas other than wetlands, floodlands, shorelands, and steep slopes. Primary environmental corridors within the proposed Franklin sewer service area are shown with a green background color on Map 3.⁴
2. The extension of sanitary sewers to serve development in portions of secondary environmental corridors and isolated natural resource areas comprised of wetlands, floodlands, shorelands, or steep slopes is not permitted. The portions of secondary environmental corridors and isolated natural resource areas comprised of wetlands, floodlands, shorelands, or steep slopes within the proposed sewer service area are identified with a brown background color on Map 3.

As previously indicated, the mapping of environmentally significant areas as presented in this report is a representation of conditions based upon the most recent available natural resource base information. It is expected that in many cases, as specific development proposals arise, a field survey will be necessary to more precisely identify the boundaries of environmental corridors and isolated natural resource areas in the vicinity of the proposed development. In such cases, the detailed field delineations serve as the basis for the review of proposed sewer extensions.

⁴Consistent with the year 2035 regional land use plan, in lieu of recreational or rural density residential development, up to 10 percent of the upland corridor area in a parcel may be disturbed in order to accommodate urban residential, commercial, or other urban development under the following conditions: 1) the area to be disturbed is compact rather than scattered in nature; 2) the disturbance area is located on the edge of a corridor or on marginal resources within a corridor; 3) the development does not threaten the integrity of the remaining corridor; 4) the development does not result in significant adverse water quality impacts; and 5) development of the remaining corridor lands is prohibited by conservation easement or deed restriction. Each such proposal must be reviewed on a case-by-case basis.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE May 3, 2016
REPORTS AND RECOMMENDATIONS	Direction regarding a proposed amendment to the Unified Development Ordinance to exempt public streets, sidewalks, trails and appurtenances from the City's Natural Resource Protection Standards (City of Franklin, Applicant)	ITEM NUMBER

INTRODUCTION

The Engineering Department and the Planning Department are requesting permission to prepare an amendment to the Unified Development Ordinance (UDO) to exempt public streets, sidewalks, trails and appurtenances (such as associated bridges, clearing and grading for shoulders, terraces, etc.) from the City's Natural Resource Protection Standards.

BACKGROUND

Staff has encountered a number of situations where the extension or expansion of a public street, sidewalk or trail into protected natural resource features was contemplated, which in staff's opinion served a valuable public purpose, but for reasons including the time, effort and uncertainty associated with obtaining a Natural Resource Special Exception, such public road or trail extension/expansion was not pursued, was substantially altered, or was subjected to an additional significant expense of time, effort, and/or money. Examples include:

- Extension of a proposed cul-de-sac and/or trail across wetlands located immediately west of Pleasant View Park/School as part of a proposed residential subdivision.
- Placement of a pedestrian bridge across a wetland and extension of a trail into wetland buffers and setbacks in Ernie Lake Park.
- Construction of a proposed trail through woodlands, wetlands, and shorelands around Koepmier Lake by the Conservancy for Healing and Heritage.
- Construction of a proposed trail through wetland setbacks and buffers at Southbrook Church linking Robinwood Elementary School to St. Martins Road.
- Extension of Evergreen Street through wetlands to Pleasant View Park.
- Construction of the Oak Leaf Trail through wetlands, woodlands, shorelands and floodplain in the Root River Parkway.
- Construction of a proposed sidewalk within/adjacent to wetlands on the south side of College Avenue.
- Expansion of Drexel Avenue through wetlands near 35th Street.
- Construction of a proposed trail/bridge in the River Park subdivision over the East Branch of the Root River

PROPOSAL

Staff's recommended proposal is to exempt all public (Federal, State, County, and City owned) streets, sidewalks and trails from all City of Franklin natural resource protection standards provided that:

- such street, sidewalk or trail is designed and constructed by or under the direction of such public agencies;
- all other required permits and approvals, including WDNR and ACOE, are obtained;
- that all remaining areas of natural resource features disturbed by such construction shall be restored to the restoration standards of Section 15-4.0102I. of the UDO; and
- that such public streets, sidewalks and trails be designed in a manner as to first consider alternative locations, second to minimize the amount of disturbance, and third to include mitigation in those instances where impact to particularly important natural resource features is unavoidable.

Staff would note that the Southeastern Wisconsin Regional Planning Commission (SEWRPC) does allow trails through its Environmental Corridors (including wetlands, shorelands, and floodplains) under similar conditions. And allows streets and highways through its Environmental Corridors subject to these conditions as well as to mitigation and no net loss of flood storage capacity or wetlands.

Should the Common Council have concerns or reservations about staff's initial proposal, staff would strongly recommend that at least the construction, reconstruction, and expansion of public streets, sidewalks and trails within existing right-of-ways and easements be exempted from the City's natural resource protection standards subject to the conditions noted above.

CONCLUSION

To facilitate the provision of a safe and efficient transportation system, in recognition of the importance of connectivity for automobiles, pedestrians, and other modes of transportation, and to provide more flexibility within the City's natural resource protection provisions, staff proposes that the Unified Development Ordinance be amended to exempt public streets, sidewalks, trails, and appurtenances from the City's natural resource protection standards.

COUNCIL ACTION REQUESTED

A motion to direct staff to prepare an ordinance to amend the Unified Development Ordinance to exempt public streets, sidewalks, trails and appurtenances from the City's natural resource protection standards, to schedule a public hearing before the Plan Commission upon the proposed text amendment, to assist the Plan Commission in its deliberations thereon, and to subsequently forward this matter to the Common Council for its consideration and possible action.

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 6/28/2016
REPORTS & RECOMMENDATIONS	A resolution authorizing certain officials to accept a Pedestrian Access and Bicycle Path Easement for Robinwood Trail located in lands owned by Southbrook Church, 11010 W. St. Martins Road	ITEM NUMBER B.11.

BACKGROUND

The City has determined that a trail connecting sidewalk on W. Allwood Drive to reconstructed St. Martins Road, which will have sidewalk on its northeast side, will provide valuable conductivity to the overall area.

The trail will commence on W. St. Martins Road (west of residence at 11134 W. St. Martins Road), skirting woods and wetlands behind Southbrook Church (11010 W. St. Martins Road), extending to dead end of W. Allwood Drive (adjacent to 7905 S. Mission Drive) with an extension to a pathway on St. Martins Park (10801 W. Robinwood Lane).

The trail will be helpful for the annual St. Martins Fair where visitors can park at the St. Martins Park and walk to St. Martins Road.

ANALYSIS

Southbrook Church, recognizing the public benefit to this trail, has granted easement rights to the City to install, maintain and operate this pedestrian access and bicycle path.

This easement will extend to the north to a Milwaukee County Park. This park land is being leased to the Robinwood School.

Both the County Parks and the School District recognizes the advantage of this connection. Milwaukee County Parks will issue a right of entry for the trail connection.

An easement can be issued, if necessary in the future.

OPTIONS

Accept the easement
or deny

FISCAL NOTE

The Capital Improvement Fund has appropriations sufficient to proceed with this project.

RECOMMENDATION

Motion to adopt Resolution No. 2016 - _____, a resolution authorizing certain officials to accept a Pedestrian Access and Bicycle Path Easement for Robinwood Trail located in lands owned by Southbrook Church, 11010 W. St. Martins Road.

Department of Engineering RJR/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2016 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT
A PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT
FOR ROBINWOOD TRAIL
LOCATED IN LANDS OWNED BY SOUTHBROOK CHURCH
11010 W. ST. MARTINS ROAD

WHEREAS, an easement is required to install, maintain and operate a Pedestrian Access and Bicycle Path Easement for Robinwood Trail, which will connect W. Allwood Drive sidewalk to a sidewalk on W. St. Martins Road, and:

WHEREAS, Southbrook Church, 11010 W. St. Martins Road has agreed to grant the City this easement;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easement and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2016, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/db

PEDESTRIAN ACCESS AND BICYCLE PATH EASEMENT

ROBINWOOD TRAIL

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Southbrook Church, as Grantor (including successors and assigns of the City as may become applicable and including the heirs, executors, administrators, successors and assigns of above Grantor as may be or may become applicable).

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property particularly described on Exhibit "A" which is attached hereto and incorporated herein (the Property); and

WHEREAS, the City desires to acquire a perpetual easement with the right of entry in and across a portion of the property as the same is more particularly herein described only for the following use: A recreational path (sometimes herein referred to as the "Facilities") for the benefit of the public for walking, jogging, bicycling, and other non-motorized outdoor activities which do not unreasonably disturb the Grantor; and the City shall have the right to build and construct and operate, maintain, repair, reconstruct and inspect (but not to enlarge or relocate) said path. The dimensions of the path describe the dimensions of the easement, which are more particularly set forth as Exhibit "C"; and

WHEREAS, the construction and installation of the Facilities shall be made by City at City's expense and the Facilities shall be the property of the City (recognizing that the property interest of the City is only that as arises under this easement), subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, and the payment of One Dollar (\$1.00) and other valuable consideration to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual easement on that part of the Northeast 1/4 of Section Eighteen (18), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit B attached hereto (the "Easement Area").

1. That said recreational path shall be maintained and kept in good order and condition by the City at the sole cost and expense of the City. In the event the Grantor believes that the path is not kept in suitable repair, it shall by written informal petition advise the City Council of same and request a reply or remediation within 60 days. In the event the City does not respond or the parties do not reach agreement on the necessity for repair, the Grantor may apply to the circuit court for relief, without the necessity of a Notice of Claim or Notice of Injury; provided, however, that either the City or the Grantor may, with respect to any disagreement, require that both parties submit to binding arbitration.
2. That in and during whatever construction, reconstruction or repair work is or becomes necessary in constructing or maintaining of said Facilities, so much of the surface or subsurface of the easement area or the Grantor's property adjacent to the easement area as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. The City shall indemnify and defend the Grantor and its officers, agents, employees and members from all liability, suits, actions, claims, costs, damages and expenses of every kind and description, including court costs and legal fees, for claims of any character arising out of construction, maintenance or use of the recreational path, including liability and expenses in connection with the loss of life, personal injury, or damage to property, or any of them, brought because of any injuries or damages received or sustained by any person, persons or property on account of or arising out of the use of the easement property; excepting where proximately caused by the intentional, wanton or willful act or omission of Grantor, its officers, agents, employees and/or members.
3. That no structure may be placed within the limits of the easement area by the City or the Grantor, except for the Facilities.
4. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property.

5. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City for any underground installation within the easement area, which approval shall not unreasonably be withheld, conditioned or delayed. The Grantor makes no representation or warranty with respect to any other easements which may exist at the time of the granting of this easement which may encroach upon or interfere with the use contemplated in this easement. In the event there is a conflict, this easement shall be subordinate to previously granted easements and the City shall hold the Grantor harmless from any conflict.
6. That the Grantor shall not alter the surface elevation within the limits of said Easement Area.
7. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
8. The Grantor, consistent with the intent of Item 7, can use the trail from time to time (seasonally) for limited maintenance access of light equipment.
9. The Grantor, consistent with the intent of Item 7, may be allowed to connect to the trail at potentially several locations upon specific future request(s) therefore by the Grantor, upon approval thereof by the City Common Council.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
15. In the event that the recreational path (the 'Facilities') is discontinued or abandoned by the City, the the City shall, at its expense, remove all asphalt, concrete or other structural improvement related to the path and restore the property in conformity with adjacent landscaping and vacate this easement.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seals this

ON THIS DATE OF: June 14th, 2010

Southbrook Church

By: [Signature]

By: [Signature]

CITY OF FRANKLIN

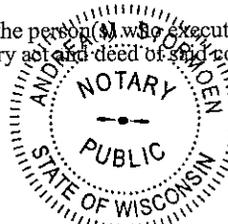
By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF Wisconsin
COUNTY OF Milwaukee^{ss}

Before me personally appeared on the 14th day of June, A.D. 2010
Jonathan Musicien
President or Name printed
Susan Elstad
Secretary or Name printed

to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation.



Andrew Stoumen
NOTARY PUBLIC
My commission expires 08-04-2018

STATE OF WISCONSIN)
 ^{ss}
COUNTY OF MILWAUKEE)

On this _____ day of _____ A.D. 201__ before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 201__.

Notary Public, Milwaukee County, Wisconsin

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents
Date: _____ City Engineer

Approved as to form only
Date: _____ City Attorney

Exhibit A

(Description of the Property)

CERTIFIED SURVEY MAP NO 6613 NE 18 5 21 LOT 2 EXC
CSM NO 7317

LEGAL DESCRIPTION

Being all that of Northeast 1/4 of Section 18, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Section 18; thence South 00°24'53" East along the east line of said Section 18, 70.93 feet to the point of beginning;

Thence South 89°32'26" West, 31.31 feet to the start of a curve to the right; thence northwesterly 21.06 feet along the arc of said curve to the right, whose radius is 64.00 feet and whose chord bears North 81°01'49" West, 20.97 to a point of tangency; thence North 71°36'05" West, 76.51 feet to the start of a curve to the left, thence southwesterly 80.67 feet along the arc of said curve to the left, whose radius is 104.00 feet and whose chord bears South 86°10'40" West, 78.66 feet to a point of tangency; thence South 63°07'25" West, 5.30 feet to the start of a curve to the right; thence northwesterly 129.74 feet along the arc of said curve to the right, whose radius is 64.00 feet and whose chord bears North 57°58'14" West, 108.64 feet to the north line of the Northeast 1/4 of Section 18; thence North 88°47'56" West along said north line, 30.01 feet; thence South 01°12'04" West, 80.13 feet to the start of a curve to the right; thence southwesterly 97.55 feet along the arc of said curve to the right, whose radius is 64.00 feet and whose chord bears South 44°51'57" West, 88.38 feet to a point of tangency; thence South 88°31'51" West, 124.03 feet to the start of a curve to the left; thence southwesterly 49.78 feet along the arc of said curve to the left, whose radius is 94.00 feet and whose chord bears South 73°21'32" West, 49.20 feet to a point of tangency; thence South 58°11'13" West, 4.93 feet to the start of a curve to the right; thence northwesterly 84.23 feet along the arc of said curve to the right, whose radius is 64.00 feet and whose chord bears North 84°06'27" West, 78.29 feet to a point of tangency; thence North 46°24'07" West, 109.77 feet to the start of a curve to the left; thence northwesterly 3.34 feet along the arc of said curve to the left, whose radius is 94.00 feet and whose chord bears North 47°25'16" West, 3.34 feet; thence North 41°33'35" East, 12.00 feet to the start of a curve to the left; thence northwesterly 72.12 along the arc of said curve to the left, whose radius is 106.00 feet and whose chord bears North 67°55'52" West, 70.74 feet to a point of tangency; thence North 87°25'20" West, 146.23 feet; thence South 02°34'40" West, 12.00 feet; thence North 87°25'20" West, 43.09 feet to the start of a curve to the left; thence southwesterly 81.57 feet along the arc of said curve to the left, whose radius is 94.00 feet and whose chord bears South 67°43'06" West, 79.03 feet to a point of tangency; thence South 42°51'33" West, 101.15 feet to the start of a curve to the right; thence southwesterly 43.95 feet along the arc of said curve to the right, whose radius is 64.00 feet and whose chord bears South 62°31'50" West, 43.09 feet to a point of tangency; thence South 82°12'07" West, 32.75 feet to the start of a curve to the left; thence southwesterly 65.78 feet along the arc of said curve to the left, whose radius is 94.00 feet and whose chord bears South 62°09'17" West, 64.45 feet to a point of tangency; thence South 42°06'27" West, 94.40 feet to the northerly right-of-way line of W. St. Martins Road; thence South 47°53'33" East along said right-of-way line, 30.00 feet; thence North 42°06'27" East, 94.40 feet to the start of a curve to the right; thence northwesterly 44.79 feet along the arc of said curve to the right, whose radius is 64.00 feet and whose chord bears North 62°09'17" East, 43.88 feet to a point of tangency; thence North 82°12'07" East, 32.75 feet to the start of a curve to the left; thence northwesterly 64.55 feet along the arc of said curve to the left, whose radius is 94.00 feet and whose chord bears North 62°31'50" East, 63.29 feet to a point of tangency; thence North 42°51'33" East, 101.15 feet to the start of a curve to the right; thence northwesterly 55.54 feet along the arc of said curve to the right, whose radius is 64.00 feet and whose chord bears North 67°43'06" East, 53.81 feet to a point of tangency; thence South 87°25'20" East, 149.88 feet to the start of a curve to the right; thence southwesterly 45.82 along the arc of said curve to the right, whose radius is 64.00 feet and whose chord bears South 66°54'44" East, 44.85 feet to a point of tangency; thence South 46°24'07" East, 109.77 feet to the start of a curve to the left; thence southwesterly 123.72 feet along the arc of said curve to the left, whose radius is 94.00 feet and whose chord bears South 84°06'27" East, 114.98 feet to a point of tangency;

CONTINUED

 <p>JSD Professional Services, Inc. 729 Milwaukee • Kenosha • Wisconsin 425 WISCONSIN NATIONAL CENTER 425 WISCONSIN NATIONAL CENTER, SUITE 300 MILWAUKEE, WISCONSIN 53186 262.513.0666 PHONE 262.513.1325 FAX</p>	PROJECT: ROBINWOOD TRAIL	SHEET TITLE: TRAIL EASEMENT	JSD PROJECT NUMBER: 15-6886	SHEET NUMBER: EX-1 OF 4
	NE 1/4 OF SEC. 18 T5N, R21E CITY OF FRANKLIN - MILWAUKEE COUNTY, WI	DRAWN BY: CAP	CHECKED BY: JJJ	DATE: 5-11-16

LEGAL DESCRIPTION

CONTINUED

thence North 58°11'13" East, 4.93 feet to the start of a curve to the right; thence southeasterly 33.89 feet along the arc of said curve to the right, whose radius is 64.00 feet and whose chord bears North 73°21'32" East, 33.50 feet to a point of tangency; thence North 88°31'51" East, 124.03 feet to the start of a curve to the left; thence northeasterly 40.32 feet along the arc of said curve to the left, whose radius is 94.00 feet and whose chord bears North 76°14'38" East, 40.01 feet to a point of tangency; thence North 63°57'24" East, 183.02 feet to the start of a curve to the right; thence northeasterly 57.40 feet along the arc of said curve to the right, whose radius is 74.00 feet and whose chord bears North 86°10'40" East, 55.97 feet to a point of tangency; thence South 71°36'05" East, 76.51 feet to the start of a curve to the left; thence southeasterly 30.94 along the arc of said curve to the left, whose radius is 94.00 feet and whose chord bears South 81°01'49" East, 30.80 feet to a point of tangency; thence North 89°32'26" East, 31.29 feet to the east line of Section 18; thence North 00°24'53" West along the east line of said Section 18, 30.00 feet to the point of beginning.

Containing in all 51,208 square feet (1.1756 acres) of land, more or less.



JSD Professional Services, Inc.
 a Wisconsin Corporation • Wisconsin
 MILWAUKEE REGIONAL OFFICE
 1422 WISCONSIN COURT, SUITE 3
 WAUKESHA, WISCONSIN 53186
 262.731.8188 PHONE | 262.731.1122 FAX

PROJECT:
ROBINWOOD TRAIL
NE 1/4 OF SEC. 18 T5N, R21E
 CITY OF FRANKLIN - MILWAUKEE COUNTY, WI

SHEET TITLE:
TRAIL EASEMENT

JSD PROJECT NUMBER:
 15-6896
 DRAWN BY: CAP
 CHECKED BY: JLI
 DATE: 5-11-16

SHEET NUMBER:
EX-2 OF 4

www.jsdfinc.com

Exhibit B
(Depiction of the Facilities)

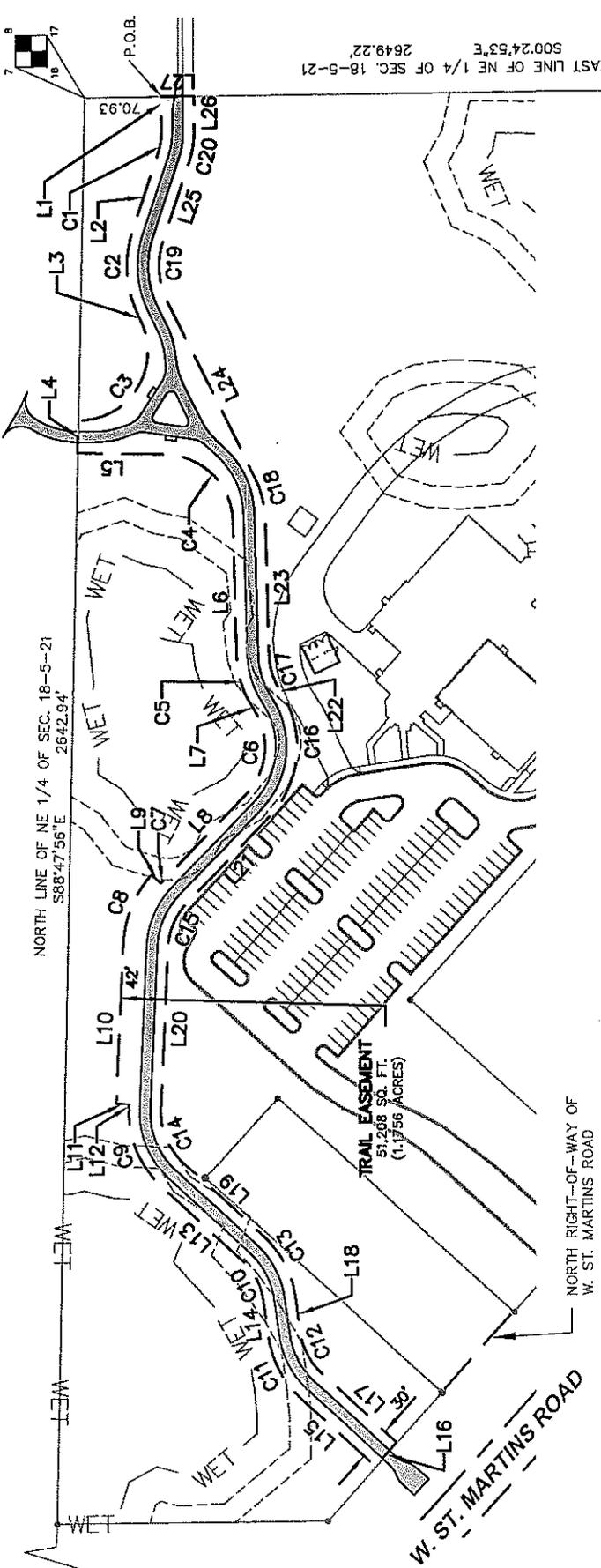
Exhibit C

(Description of Easement Area)

Robinwood Trail\ Easements\Southbrook

MADISON | MILWAUKEE | KENOSHA | APPLETON

NE CORNER OF
SEC. 18-5-21



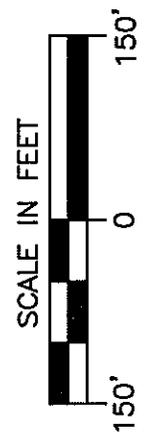
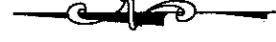
NORTH LINE OF NE 1/4 OF SEC. 18-5-21
S88°47'56"E 2642.94'

EAST LINE OF NE 1/4 OF SEC. 18-5-21
S00°24'53"E 2649.22'

TRAIL EASEMENT
51,208 SQ. FT.
(1.1756 ACRES)

NORTH RIGHT-OF-WAY OF
W. ST. MARTINS ROAD

W. ST. MARTINS ROAD



E 1/4 CORNER OF
SEC. 18-5-21

JSB Professional Services, Inc.
Engineers & Surveyors & Planners
MILWAUKEE REGIONAL OFFICE
N22 W22831 NANCY'S COURT SUITE 3
WALKESHA, WISCONSIN 53186
262.513.0666 PHONE | 262.513.1232 FAX
www.jsdinc.com

PROJECT:
ROBINWOOD TRAIL
NE 1/4 OF SEC. 18 T5N, R21E
CITY OF FRANKLIN - MILWAUKEE COUNTY, WI

SHEET TITLE:
TRAIL EASEMENT

JSD PROJECT NUMBER:
15-6896
DRAWN BY: CHECKED BY:
CAP JLU
DATE:
5-11-16

SHEET NUMBER:
EX-3 OF 4

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	21.06'	64.00'	18°51'29"	N81°01'49"W	20.97'
C2	80.67'	104.00'	44°26'30"	S86°10'40"W	78.66'
C3	129.74'	64.00'	116°08'42"	N57°58'14"W	108.64'
C4	97.55'	64.00'	87°19'47"	S44°51'57"W	88.38'
C5	49.78'	94.00'	30°20'38"	S73°21'32"W	49.20'
C6	84.23'	64.00'	75°24'39"	N84°06'27"W	78.29'
C7	3.34'	94.00'	2°02'17"	N47°25'16"W	3.34'
C8	72.12'	106.00'	38°58'55"	N67°55'52"W	70.74'
C9	81.57'	94.00'	49°43'08"	S67°43'06"W	79.03'
C10	43.95'	64.00'	39°20'34"	S62°31'50"W	43.09'
C11	65.78'	94.00'	40°05'40"	S62°09'17"W	64.45'
C12	44.79'	64.00'	40°05'40"	N62°09'17"E	43.88'
C13	64.55'	94.00'	39°20'34"	N62°31'50"E	63.29'
C14	55.54'	64.00'	49°43'08"	N67°43'06"E	53.81'
C15	45.82'	64.00'	41°01'12"	S66°54'44"E	44.85'
C16	123.72'	94.00'	75°24'39"	S84°06'27"E	114.98'
C17	33.89'	64.00'	30°20'38"	N73°21'32"E	33.50'
C18	40.32'	94.00'	24°34'26"	N76°14'38"E	40.01'
C19	57.40'	74.00'	44°26'30"	N86°10'40"E	55.97'
C20	30.94'	94.00'	18°51'29"	S81°01'49"E	30.80'

Parcel Line Table

Line #	Length	Direction
L1	31.31	S89° 32' 26"W
L2	76.51	N71° 36' 05"W
L3	5.30	S63° 57' 25"W
L4	30.01	N88° 47' 56"W
L5	80.13	S01° 12' 04"W
L6	124.03	S88° 31' 51"W
L7	4.93	S58° 11' 13"W
L8	109.77	N48° 24' 07"W
L9	12.00	N41° 33' 35"E
L10	146.23	N87° 25' 20"W
L11	12.00	S02° 34' 40"W
L12	3.65	N87° 25' 20"W
L13	101.15	S42° 51' 33"W
L14	32.75	S82° 12' 07"W

Parcel Line Table

Line #	Length	Direction
L15	94.40	S42° 06' 27"W
L16	30.00	S47° 53' 33"E
L17	94.40	N42° 08' 27"E
L18	32.75	N82° 12' 07"E
L19	101.15	N42° 51' 33"E
L20	149.88	S87° 25' 20"E
L21	109.77	S46° 24' 07"E
L22	4.93	N58° 11' 13"E
L23	124.03	N88° 31' 51"E
L24	183.02	N63° 57' 24"E
L25	76.51	S71° 36' 05"E
L26	31.29	N89° 32' 26"E
L27	30.00	N00° 24' 53"W

PROJECT:
ROBINWOOD TRAIL
 NE 1/4 OF SEC. 18 T5N, R21E
 CITY OF FRANKLIN -- MILWAUKEE COUNTY, WI

SHEET TITLE:
TRAIL EASEMENT

JSD PROJECT NUMBER:
 15-6896
 DRAWN BY: CAP
 CHECKED BY: JLU
 SHEET NUMBER:
EX-4 OF 4
 DATE:
 5-11-16

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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 6/28/2016
Reports & Recommendations	SUBJECT: Construction modification to W. St. Martins Road reconstruction	ITEM NO. B.12.

BACKGROUND

The reconstruction of St. Martins Road is underway. Working from W. Forest Home Avenue easterly through and now beyond the Village area, construction crews have exposed existing concrete pavement and sub-base with the installation of a new storm sewer system. This has led to an assessment which will require a change to the design and construction method. This matter has been submitted by the Milwaukee County Construction manager.

ANALYSIS

The City has evaluated the matter and it is summarized as follows:

- Predesigned borings indicated substantiated (6" or more) aggregate (stone) base. Stone does not exist under most of the road.
- Without stone below the concrete and with the native clay soil, in a wet condition in much of the area, it is not advisable to rubblize the concrete.
- Staff verified this concern with several independent engineers who found that by trying to crack concrete in wet clay there is a real possibility that the sub-base will be disturbed and a complete undercut of several feet might be required.
- The good news however, is that the concrete exposed, has been found to be cracked rather significantly. Thus the allowing for a proper aggregate placement over cracked concrete as base to the bituminous pavement.

It is recognized that the project design is established and the contract executed with significant work underway on a tight schedule for completion in 2016.

The proposed course of action, as submitted by Milwaukee County, has been reviewed and approved by City Engineering.

OPTIONS

No alternative but proceed.

FISCAL NOTE

The modifications will require a contract modification and the cost be borne by Milwaukee County.

RECOMMENDATION

Not necessary, this matter being informational.



DEPARTMENT OF TRANSPORTATION
Milwaukee County

Brian Dranzik

- Director
- Highway Commissioner

June 20, 2016

Mr. Glen Marrow
City Engineer
City of Franklin

RE: W. St. Martins Road (CTH-MM) Roadway Reconditioning
Project Number WH010212

Dear Glen:

I am writing with concern about the existing roadway condition and the planned rubblization of the existing concrete pavement. As we have seen and discussed at the last few weekly meetings, the site conditions are different than what was expected per the plans and specifications. The plans show that the concrete pavement should have a 5", 6" or 8" base course under the existing concrete. What we have observed in the field is that there is little to no base course under the concrete pavement throughout the project. With the lack of base course, the plan for rubblizing the concrete pavement will likely not work well. Two potential problems will likely result from this lack of base course. The first problem is that the pavement structure and strength will be considerably lessened. The second problem is that the rubblizing of the concrete pavement will not work as planned due to the lack of support below the pavement. The majority of the project has a soft wet clay subbase due to the wetland areas in the near proximity. If we were to attempt to rubblize the pavement it would likely not break properly and push or drive much of the broken concrete into the subbase causing further problems and not resulting in a stable pavement base.

Given these potential problems, it would be highly likely that much of the existing roadway pavement would need to be removed and significant undercutting would be needed to provide a stable base. The resultant volume of **additional work and time** would be exorbitant. Due to budget and time constraints the planned rubblizing is not the best course of action.

In consultation with the contractor, Milwaukee County would recommend that a possible alternative that would likely enable the project to **remain on schedule** might be to leave the existing concrete pavement in place without rubblizing and adding or salvaging a 6" plus base course on top of the concrete pavement. This process would then keep the integrity and strength

of the concrete pavement over the concerning subgrade while adding thickness to the total cross section. Additionally, the base course on top of the existing concrete would help to provide an interlayer so that we are not placing our asphalt pavement directly on the concrete, which should help to retard reflective cracking of the concrete joints. This alternative would likely enable the project to **remain on schedule** and there would be minimal cost implications. The only complication would be that the finished grade elevations would need some adjustment to account for the added thickness in cross section.

If you have questions/ concerns, please let me know as soon as possible.

Sincerely,



Aziz Aleiow, P.E.
Milwaukee County

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APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE 6/28/2016
Reports & Recommendations	SUBJECT: Resolution amending a professional services agreement for design of W. St. Martins Road/Tess Corners Creek bridge replacement	ITEM NO. 15.13.

BACKGROUND

The Common Council approved on August 4, 2015 a professional services agreement with Malas Engineering, LLC for design of the W. St. Martins Road/Tess Corners Creek bridge replacement in the lump sum fee, not to exceed \$45,158.40 for design services with an additional \$10,822.40 for construction administration. Engineer Malas has found reason to request an amendment to the original agreement.

ANALYSIS

The reasons for amendment seem reasonable. The most significant the bridge relocation to avoid sanitary sewer, probably could not have been anticipated at the time of submitting the services proposal.

City Engineering staff can support this request for an amendment for additional fees.

OPTIONS

Authorize amendment for all, some or none of the reasons and associated costs.

FISCAL NOTE

The requested amendment totaling \$4,592.50 will tighten the project budget.

RECOMMENDATION

Approval of Resolution- _____ amending a professional services agreement for design of W. St. Martins Road/Tess Corners Creek bridge replacement in the amount of \$4,592.50

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2016 - _____

A RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN OF W. ST. MARTINS ROAD/TESS CORNERS CREEK
BRIDGE REPLACEMENT

WHEREAS, the Common Council at their meeting of August 4, 2015 approved of a professional services agreement with Malas Engineering, LLC for the design of the W. St. Martins Road/Tess Corners Creek bridge replacement in the lump sum fee, not to exceed \$45,158.40 for design services with an additional \$10,822.40 for contract administration; and

WHEREAS, Malas Engineering, LLC in performing these services found unexpected costs to perform in the total amount of \$4,592.50; and

WHEREAS, City Engineer staff can support the request given unexpected reasons cited by Malas Engineering, LLC.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to amend the professional services agreement for design of W. St. Martins Road/Tess Corners Creek bridge replacement on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2016, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/sg



Malas Engineering LLC

Integrated Innovative Solutions and Excellence in Engineering

Amendment Number: 1

Date: June 12, 2016

Project Title/Description: West Saint Martin Road Tess Corners Creek Bridge Replacement. Bridge B-40-0927.

Client/Sub-Consultant: City of Franklin

ME Project/Contract ID: 1014CFranklin

Client/Sub-Consultant Work Order/Project/Contract ID: N.A.

Reason for Amendment:

The following are the reasons for this amendment:

1. Performing field survey in the fall with heavy vegetation using total station instead of GPS at an additional effort of \$450.00.
2. Actual cost of the soil boring and geotechnical report exceeded original estimate of \$5,000.00 by \$642.50. (Gestra's actual cost invoices attached)
3. Revise bridge geometry to avoid relocation of City Sanitary Sewer Facility for discussed additional effort of \$3,500.00.

Amendment Scope of Work:

The scope of the additional work included in this amendment are advancement of survey requiring the utilization of total station instead of GPS, offsetting actual cost of the soil boring and geotechnical report, and revising the preliminary bridge geometry (Bridge width) in order to avoid relocating the existing sanitary sewer facility.

Amendment Additional Cost:

The additional cost for the listed scope changes are a LUMP SUM not to exceed four thousand nine hundred ninety two dollars, and fifty cents. (\$4,592.50)

The total amended contract effort is forty nine thousand seven hundred fifty dollars, and ninety cents. (\$49,750.90)

Terms and Conditions:

Other than what discussed and agreed upon in this Amendment #1, the terms and conditions of the original agreement/contract executed on August 20, 2015 remain applicable and governing. The Schedule of the project PS&E delivery for final design extended to Monday, June 20, 2016.

Closing:

Malas Engineering LLC greatly appreciates the opportunity to submit this cost Amendment #1, as requested. If you have any questions regarding this Proposal, please call me at (414) 870-3112.

Acceptance:

Client/Sub-consultant

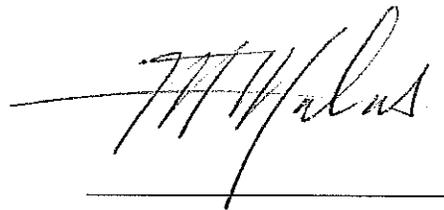
Date: _____

Glen E. Morrow, PE

City Engineer and Public Works Director
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Consultant

Date: 6/12/2016



Mahmoud N. Malas, PE

Principal Engineer
Malas Engineering LLC
W148N6912 Terriwood Dr.
Menomonee Falls, WI 53051

GESTRA Engineering, Inc.

191 W. Edgerton Avenue
 Milwaukee, WI 53207
 Tel: (414)-933-7444 Fax: (414)-933-7844

Invoice

Date	Invoice #
11/20/2015	6298

Bill To
Malas Engineering Attn: Mahmoud Malas W148 N6912 Terriwood Dr. Menomonee Falls, WI 53051

P.O. No.	Terms	GESTRA Project ...	Project
	Upon Receipt	15223-10	West Martin Road 1...

Description	Qty	Rate	Amount
Geotechnical Engineering Services	1	5,472.50	5,472.50

Total	\$5,472.50
Payments/Credits	\$0.00
Balance Due	\$5,472.50

GESTRA Engineering, Inc.

191 W. Edgerton Avenue
 Milwaukee, WI 53207
 Tel: (414)-933-7444 Fax: (414)-933-7844

Invoice

Date	Invoice #
6/7/2016	6867

Bill To
Malas Engineering Attn: Mahmoud Malas W148 N6912 Terriwood Dr. Menomonee Falls, WI 53051

P.O. No.	Terms	GESTRA Project ...	Project
	Upon Receipt	15223-10	West Martin Road 1...

Description	Qty	Rate	Amount
Staff Engineer	2	85.00	170.00

Total		\$170.00
Payments/Credits		\$0.00
Balance Due		\$170.00

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 08/04/2015
Reports & Recommendations	RESOLUTION FOR PROFESSIONAL SERVICES RELATED TO WEST SAINT MARTIN ROAD TESS-CORNERS CREEK CULVERT REPLACEMENT	ITEM NO. <i>G.16.</i>

BACKGROUND

The City of Franklin owns a large concrete culvert (18 feet wide by 10 feet high reinforced concrete rigid frame structure) under W. St. Martins Road between S. North Cape Road and the City of Muskego. Tess-Corners Creek flows through this culvert. It is not large enough to be classified a bridge so it has not had the biannual level of scrutiny of inspection as the classified bridges, but defects were noted in July 2015. Also, not being classified as a bridge it eliminates its eligibility for federal match under the Local Bridge Program

The culvert has significant structural deficiencies. Most notably a wing wall has separated from the structure causing road sub grade to fail and washout creating a sinkhole and undermining the roadway pavement. Another wing wall has a significant crack and could also start separating from the main structure. Scouring in the channel has exposed the foundations of the wing wall and channel bottom. Surface concrete defects throughout have exposed structural reinforcing.

St. Martins Road has 11 foot lanes with 2 to 3 foot shoulders- even less over the culvert. It is recommended that the road have two 12 foot lanes with 6 foot paved shoulder at the culvert with the approaches being two 12 foot lanes with 6 foot shoulder (1 foot paved and 5 foot unpaved). The culvert could be replaced with pre-cast structure or cast in place reinforced rigid frame structure. It is assumed that a total of 100 feet of the roadway will be reconstructed to transition into the new culvert.

This was briefly discussed at the July Board of Public Works meeting. Per that discussion, it was proposed that design start in 2015 while DPW uses concrete to cap the separated wing wall (less than \$2k). The permanent solution (approximately \$400k) would be constructed in 2016 while St. Martins Road between Highway 100 and S. North Cape Road is under re-construction. If Common Council doesn't want to perform the permanent solution in 2016, it is recommended that helical anchors be installed (approximately \$25k) to stabilize the wing wall for more than one season.

ANALYSIS

Staff has asked Malaas Engineering to provide the attached professional engineering service proposal to provide the design and other services needed for the completion of this project. Preliminary design with a project cost estimate could be completed in February 2016. Per DNR requirements, construction in the stream could not start before June 15 and is anticipated to last 3 months. The total engineering work is not expected to exceed \$56k.

In regards to a recent request at Common Council, it should be noted that Staff discussed project with JSD Professional Services and it was mutually determined that this project is not a suitable match for them at this time.

The cost estimate will be finalized during design as project scope is solidified.

OPTIONS

Direct Staff to perform \$2,000 temporary fix, monitor on a weekly basis, and authorize execution of professional services contract and issue Notice To Proceed with Malas Engineer LLC; or

Direct Staff to perform \$25,000 semi-permanent fix, and authorize execution of professional services contract and issue Notice To Proceed with Malas Engineer LLC; or



Malas Engineering LLC

Integrated Innovative Solutions and Excellence in Engineering

July 27, 2015

Glen E. Morrow, PE
City Engineer & Director of Public Works
City of Franklin
9229 west Loomis Road
Franklin, WI 53132

Proposal ID: ME 112

Ref.: Professional Engineering Service Proposal for the Replacement of West Saint Martin Road Tess-Corners Creek Culvert in the City of Franklin

Dear Mr. Morrow,

Per your request, please find herein the referenced proposal for professional engineering design and construction administration/oversight services for the replacement of existing reinforced concrete rigid frame structure 18 feet wide by 10 feet high conveying West Saint Martin Road across Tess-Corners Creek. The design services will consider alternative structures and improve West Saint Martin Road geometry. These services include:

- Project Coordination & Administration
- Field Inspection & Topo, Utility, and Hydraulic Survey
- Utility and Agency Coordination / WDNR Permitting
- Soil Boring & Geotechnical Report
- Culvert Sizing, grading, and site/civil plans
- Alternative Structure Design Report (Compare Pre-Cast to Cast-In-Place Structure)
- Preliminary Design & Engineering Estimate
- Plans, Specification, and Engineering Estimate
- Bidding Assistance

We have included construction administration services to assist the City deliver the construction phase according to the design document and resolve any field conflict. These services includes participating/holding construction Progress meetings, pre concrete placement meetings, reviewing shop drawings and material submittals, and overseeing the overall construction development on part-time basis. These services provided as **If Authorized**.

Excluded services that may or may not be required are:

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

Proposal No.:

ME 112

Project ID:

PUM-1014-CF

7/27/2015

Saint Martin Tess-Corners Creek Culvert Replacement
 City of Franklin

Classification		Senior Engineer		Direct / Specialty & Sub-Consultant & Mileage	TOTAL:
Factored Hourly Wage		\$130.00			
Task	Task	Hours	Dollars	Dollars	Dollars
Preliminary & Final Design		220	\$28,600.00	\$16,568.40	\$45,168.40
Administration/Coordination/Progress Meetings		24	\$3,120.00	\$0.00	\$3,120.00
Field Inspection, Utility & Topo and Channel Hydraulic Survey		12	\$1,560.00	\$1,600.00	\$3,160.00
Permitting (Individual WDNR Permit), Utility and Agency Coordination		40	\$5,200.00	\$0.00	\$5,200.00
Soil Borings & Geotechnical Report (One 80 foot Deep Boring)		8	\$1,040.00	\$5,000.00	\$6,040.00
Culvert Sizing, grading, and site/civil plans		12	\$1,560.00	\$4,500.00	\$6,060.00
Alternative Design (Cast In-Place VS. Pre-Cast Structure)		16	\$2,080.00	\$0.00	\$2,080.00
Preliminary Design / Plans / Estimate		40	\$5,200.00	\$3,000.00	\$8,200.00
Plans, Specification, and Engineering Estimate		62	\$8,760.00	\$1,800.00	\$8,560.00
Bidding Assistance		16	\$2,080.00	\$500.00	\$2,580.00
Mileage (Assume 6 round trips at \$0.60/mile)		0	\$0.00	\$156.40	\$156.40
Total: If Authorized, Construction Administration/Oversight Assistance		80	\$10,400.00	\$422.40	\$10,822.40
If Authorized, Construction Administration/Oversight Assistance		80	\$10,400.00	0.00	\$10,400.00
If Authorized, Construction Administration/Oversight Assistance Mileage (Assume 16 Trips at \$0.60/Mile)		0	\$0.00	\$422.40	\$422.40
TOTAL:		300	\$39,000.00	\$18,980.80	\$55,980.80

MALAS ENGINEERING LLC (ME)
Professional Services Agreement

| 1 of 5

Project Number: ME Purchase Order/Project Number: PMU-1014-CFranklin
Project Title: West Saint Martin Road Tess-Corners Creek Culvert Replacement
Client Name: City of Franklin
Client Address: 9229 West Loomis Road, Franklin, WI 53132

THIS AGREEMENT, made and entered into this 27 day of July, 2015, is by and between Malas Engineering LLC, located at W148N6912 Terriwood Dr., Menomonee Falls, WI 53051, (hereinafter referred to as "ME") and City of Franklin, located at 9229 West Loomis Road, Franklin, WI 53132, (hereinafter referred to as "Client"). This AGREEMENT is subject to and incorporates the provisions of ME's Proposal dated July 27, 2015, attached separately hereto. In the event of any conflict between this AGREEMENT and ME's Proposal, the terms of ME's Proposal shall govern.

WHEREAS, Client is desirous of engaging ME to provide certain professional engineering services described in ME's Proposal dated July 27, 2015, and

WHEREAS, ME is agreeable to performing the professional engineering services described under these terms and conditions,

WHEREAS, the parties hereto mutually agree as follows:

Article 1. Scope of Services – ME shall perform the Services described in ME's Proposal, incorporated herein by reference, in connection with the following project: West Saint Martin Road Tess-Corners Creek Culvert Replacement.

Article 2. Compensation – ME agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with ME's rates in effect at the time of performance, or a lump sum basis as set forth in ME's Proposal.

Article 3. Invoicing/Payment

1. ME will submit invoices periodically, but not more frequently than every month, for Project services performed during the period or upon completion of the Project, whichever is earlier.
2. Invoices are due and payable in U.S. dollars within 30 days from the date of said invoice. All charges not paid within 30 days are subject to a service charge of 1 ½ percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorney's fees. In addition, should CLIENT fail to pay any invoice within 60 days of the invoice date, ME may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all the services performed prior to the work stoppage. In addition, all amounts for interest, penalties, and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws.
3. CLIENT invoiced for all internal expenses, such as photocopy and photography reproductions, plans reproduction, postage, mileage, company vehicle rental, etc., on a per diem rate for all personnel required by the work to remain away from their normal residence. In addition, the cost of transporting materials, equipment, and/or personnel as required for proper performance of the project on a mileage basis. If one of ME's field vehicles is required for the execution of the work, CLIENT invoiced for the vehicle on rental basis or on mileage basis, depending on the vehicle.
4. CLIENT invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
5. CLIENT payment shall include for reference ME's invoice number and mailed directly to ME's address written above.

Article 4. Changes - CLIENT and ME may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instruction to ME. The provisions of this AGREEMENT, with appropriate changes in ME's Compensation and Project Schedule, shall apply to all additions and omissions.

Article 5. CLIENT Responsibilities – CLIENT represents, with the intent that ME rely thereon, that it has sufficient financial resources to pay ME as agreed to in this AGREEMENT and, as applicable and necessary for ME to perform its services, CLIENT will:



MALAS ENGINEERING LLC (ME)
Professional Services Agreement

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made and, therefore, the data interpretations, and recommendations of ME are based solely on the information available at the time of the investigation. ME shall not be responsible for the interpretation by others of the information it develops.

Article 8. Standard of Performance – ME will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Article 9. Insurance

1. ME shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the AGREEMENT, and subject to the terms and conditions of the policies keep in force the following insurance:
 - A. Worker's Compensation Insurance with Other States' endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000;
 - B. Comprehensive General Liability Insurance, including Contractor's Protective and Completed Operations, covering bodily injuries with limits of \$2,000,000 per occurrence and aggregate, and property damage with limits of \$2,000,000 per occurrence and aggregate;
 - C. Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence;
2. If CLIENT requires additional types or amounts of insurance coverage, ME, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but ME shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of ME's insurance specified above.
3. CLIENT will require that any Contractor(s) performing work in connection with ME's Services will name ME as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by ME, CLIENT will require such Contractor(s) to defend and indemnify ME against third party suits.
4. It is agreed that ME shall have no responsibility:
 - a. To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees;
 - b. For any of CLIENT's or its Contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable federal, state and/or local safety and health laws, rules or regulations;
 - c. For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or
 - d. For defects in their work.

Article 10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, ME agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by ME's negligent performance of Services.

Article 11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from ME's performance or non-performance of the professional services authorized under this AGREEMENT, ME's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under this AGREEMENT for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses resulting from the negligent act, errors or omissions of ME or its employees occurring during performance under this AGREEMENT. The total cumulative liability of ME arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation ME receives from CLIENT under this AGREEMENT. ME's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of ME and its employees.

Article 12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in this AGREEMENT, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited



**MALAS ENGINEERING LLC (ME)
Professional Services Agreement**

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- a. In the event of material breach of this AGREEMENT, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences reasonable steps to cure the breach within the ten-day period.
 - b. In the event of the termination, other than caused by a material breach of this AGREEMENT by ME, CLIENT shall pay ME for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and report necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or sub-consultant contracts. Such compensation shall be based upon the schedule of fees used by ME.
 - c. In the event CLIENT delays providing written authorization to proceed within 45 days of the date of ME's Proposal or suspends ME's performance for 45 days or more after authorization has been given, ME reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under this AGREEMENT.
6. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
 7. The paragraph headings in this AGREEMENT are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
 8. Unless expressly stated to the contrary, the professional services to be provided by ME do not include meetings and consultations in anticipation of litigation or arbitration or attendance as a witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to this AGREEMENT, setting forth the terms and rates of compensation to be received by ME.
 9. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the Project Owner and ME.
 10. No modification or changes in the terms of this AGREEMENT may be made except by written instrument signed by the parties.
 11. ME is an Equal Opportunity Employer. ME complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

IN WITNESS WHEREOF, ME AND CLIENT have executed this AGREEMENT as of the date first above written.

CITY OF FRANKLIN

MALAS ENGINEERING LLC

By _____

Printed Name _____

Mahmoud (Mac) N. Malas

Title _____

Principal Engineer

Attachments: Proposal Letter and Effort Workbook (separately)

END OF AGREEMENT



Malas Engineering LLC
Integrated Innovative Solutions and Excellence in Engineering

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE June 28, 2016
REPORTS AND RECOMMENDATIONS	A Resolution Amending Resolution No. 2014-7001, A Final Resolution Directing Installation of, Payment and Levy of Special Assessment for Installation of Sanitary Sewer, Water Main, Sanitary Sewer Laterals, Water Main Laterals, the Extension of A Public Street Including Curb and Gutter along with the Necessary Appurtenances on W. Evergreen Street Extension from a Point 800 Feet East of S. 51st Street to a Point 1,360 Feet East of S. 51st Street	ITEM NUMBER B. 14.

The subject matter of a request to reduce the West Evergreen Street project special assessments was referred to Engineering Staff and the City Attorney at the Common Council meeting on June 7, 2016, for return to this meeting. Attached are the materials from the June 7, 2016 Council meeting agenda packet. Also attached are the West Evergreen Street extension special assessment project public hearing and City Engineer's Report materials from the June 17, 2014 Council meeting agenda packet and the action sheet and resolution materials from the July 1, 2014 Council meeting agenda packet, at which latter meeting the resolution was approved. The originally designed project anticipated the creation of six lots to be specially benefitted by the project, with regard to the installation of public water and sewer service, six laterals for each were also installed. Upon current detailed review by Engineering Department staff and the submission of current wetland and natural resource delineations by Creative Homes, Inc., the potential developer of the site, only four lots will be able to be created by way of a land division.

Wis. Stat. § 66.0703 is the Wisconsin Statute pertaining to special assessments, generally. Wis. Stat. § 66.0703(10) provides: "[i]f the actual cost of any project, upon completion or after the receipt of bids, is found to vary materially from the estimates, if any assessment is void or invalid, or if the governing body decides to reconsider and reopen any assessment, it may, after giving notice as provided in sub. (7)(a) and after a public hearing, amend, cancel or confirm the prior assessment. A notice of the resolution amending, canceling or confirming the prior assessment shall be given by the clerk as provided in sub. (8)(d). If the assessments are amended to provide for the refunding of special assessment B bonds under s. 66.0713(6), all direct and indirect costs reasonably attributable to the refunding of the bonds may be included in the cost of the public improvements being financed." With regard to the referred to public hearing notice "sub. (7)(a)", sub. (7)(b) provides: "[t]he notice and hearing requirements under par. (a) do not apply if they are waived, in writing, by all the owners of property affected by the special assessment."

The subject statutory provisions apply to City special assessments. The applicable Municipal Code provisions under §207-15. Special assessments, include sub G.: "[t]he cost of any work or improvement to be paid in whole or in part by special assessment on property may include the direct and indirect cost thereof, the damages occasioned thereby, the interest on bonds or notes issued in anticipation of the collection of the assessments, a reasonable charge for the services of the administrative staff of the City and the cost of any architectural, engineering and legal services, and any other item of direct or indirect cost which way reasonably be attributed to the proposed work or improvement. The amount to be assessed against all property for any such proposed work or improvement shall be apportioned among the individual parcels in the manner designated by the City Council"; and sub. P.: "[o]ther authority retained. It is not intended by the enactment of this section to deprive the City Council of any power conferred by §§ 66.53 through 66.698, Wis. Stats.,[1] but any limitations contained therein and any procedures prescribed therein for the levy of special assessments or special charges shall not apply to the exercise of the special assessment authority contained in this section. [1] Editor's Note: Chapter

Page 2

1999-2000." Wis. Stat. § 66.0703 is included in the renumbered reference. The Municipal Code does not otherwise contain specific provisions for the amendment of a special assessment; the "sub. P" provision does provide the Common Council with the authority to amend the subject special assessment.

At the time of this writing, the owner(s) of the subject property have been sent a waiver of notice and hearing requirements and return receipt with execution in writing is anticipated.

The special assessment approved by Resolution No. 2014-7001 is \$152,446.71. A recalculation of the front foot assessments for water, sewer and street for four lots instead of six lots provides for a reduction to the assessment of \$24,037.75, or a potential amended total assessment of \$128,408.96. A draft resolution providing for such amendment is attached hereto. The special assessment recalculation is attached to the draft resolution as an Exhibit A.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Amending Resolution No. 2014-7001, A Final Resolution Directing Installation of, Payment and Levy of Special Assessment for Installation of Sanitary Sewer, Water Main, Sanitary Sewer Laterals, Water Main Laterals, the Extension of A Public Street Including Curb and Gutter along with the Necessary Appurtenances on W. Evergreen Street Extension from a Point 800 Feet East of S. 51st Street to a Point 1,360 Feet East of S. 51st Street.

RESOLUTION NO. 2016-_____

A RESOLUTION AMENDING RESOLUTION NO. 2014-7001, A FINAL RESOLUTION DIRECTING INSTALLATION OF, PAYMENT AND LEVY OF SPECIAL ASSESSMENT FOR INSTALLATION OF SANITARY SEWER, WATER MAIN, SANITARY SEWER LATERALS, WATER MAIN LATERALS, THE EXTENSION OF A PUBLIC STREET INCLUDING CURB AND GUTTER ALONG WITH THE NECESSARY APPURTENANCES ON W. EVERGREEN STREET EXTENSION FROM A POINT 800 FEET EAST OF S. 51ST STREET TO A POINT 1,360 FEET EAST OF S. 51ST STREET

WHEREAS, the Common Council adopted Resolution No. 2014-7001 on July 1, 2014, levying special assessments for a planned six lots to be created by land division; and

WHEREAS, upon further study and review, including updated current information from a potential developer of the property and developer consultants, considering natural resources present upon the property and the application of the Unified Development Ordinance requirements for such features, as well as the more detailed and specific application of Unified Development Ordinance zoning and land division requirements for the development of the subject property, City Engineering Department staff has determined that only four lots are able to be created and developed; and

WHEREAS, the potential developer of the property having requested a reduction of the amount of the previously levied special assessment to account for the determined reduction of developable lots available upon the subject property; and

WHEREAS, the City Engineer having recommend that the prior special assessment for public water and sewer service and street access improvements levied against the subject property be amended to account for the reduction of proposed lot frontage and sewer and water laterals required, to wit: that the levied special assessment of \$152,446.71 be reduced by the sum of \$24,037.75, for an amended total assessment of \$128,408.96, such calculations being set forth in Exhibit A annexed hereto and incorporated herein, and that such amended assessment amount be retroactive to the effective date of Resolution No. 2014-7001, for the application of all statutory and Municipal Code time limits, interest rate charges and the like for special assessments; and

WHEREAS, the Common Council having received City Engineering Department frontage assessment, lateral assessment and assessment rate recalculations based upon the development potential of four lots instead of six lots, upon its review and consideration of this Resolution, and having reviewed such request and recommendation and having found same to be reasonable; and

WHEREAS, the notice and hearing requirements for the amendment of the special assessment have been waived in writing by all of the owners of property affected by the special assessment, pursuant to Wis. Stat. § 66.0703(7)(b), and the written waiver has been filed with the Office of the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that A Resolution Amending Resolution No. 2014-7001, A Final Resolution Directing Installation of, Payment and Levy of Special Assessment for Installation of Sanitary Sewer, Water Main, Sanitary Sewer Laterals, Water Main Laterals, the Extension of A Public Street Including Curb and Gutter along with the Necessary Appurtenances on W. Evergreen Street Extension from a Point 800 Feet East of S. 51st Street to a Point 1,360 Feet East of S. 51st Street, be and the same is hereby amended to reduce the special assessment levied thereunder from \$152,446.71 to an amended total assessment of \$128,408.96, a reduction in the amount of \$24,037.75, as is set forth upon Exhibit A annexed hereto.

BE IT FURTHER RESOLVED, that such amended total assessment amount be retroactive to the effective date of Resolution No. 2014-7001, for the application of all statutory and Municipal Code time limits, interest rate charges and the like for special assessments.

BE IT FURTHER RESOLVED, that a copy of this Resolution and Exhibit A shall be annexed to the City Engineer's Report supporting the special assessment levied pursuant to Resolution No. 2014-7001 by the City Engineer, and such City Engineer's Report is hereby amended accordingly.

BE IT FURTHER RESOLVED, that all other terms and provisions of Resolution No. 2014-7001 not in conflict with the terms and provisions of this Resolution shall remain in full force and effect.

BE IT FURTHER RESOLVED, that the City Clerk is directed to publish this resolution as a Class I notice under Chapter 985 of the Wisconsin Statutes and to mail a copy of this resolution to every property owner whose name appears on the assessment roll and whose post office address is known or can be ascertained with reasonable diligence.

BE IT FINALLY RESOLVED, that any person who has an interest in property affected by this action who feels aggrieved thereby may, within 40 days after the date of adoption of this Resolution, appeal to the Circuit Court for Milwaukee County as set forth in Wis. Stat. § 66.0701 and §207-15. of the City of Franklin Municipal Code.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

RESOLUTION NO. 2016-_____

Page 3

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



RECEIVED
CITY OF FRANKLIN
2016 JUN -1 PM 2:17

June 1st, 2016

City of Franklin
Attn: City Common Council
9229 W. Loomis Road
Franklin, WI 53132

RE: SEWER & WATER ASSESSMENT
EVERGREEN DRIVE, FRANKLIN, WI

To Whom It May Concern:

Please be advised that we have been actively working with Ron Romeis for the past several months regarding the current special assessment that is in place for the property at Evergreen Drive, project number 2014-3.

As we are in the process of acquiring this parcel, our contract is written with the understanding that we are assuming responsibility for the special assessment. This property was represented to the sellers by the City of Franklin's engineering department that there were going to be 6 lots for future development, as the City of Franklin installed 6 city sewer and water laterals at the time the road was constructed and the assessment was put in place.

As we have continued to pursue the acquisition of this parcel, it has now been determined that there are only 4 buildable lots. This is due to the present zoning, the results of the wetland delineation ordered by the City of Franklin, and the City of Franklin's stringent UDO requirements. (see Exhibit A)

For this reason, we are requesting a reduction in the current special assessment based on the actual available of future lot development. (see Exhibit B and Exhibit C)

Please feel free to contact me with any questions or comments.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rick J. Przybyla".

Rick J. Przybyla
President / Owner

"A Builder of Quality Homes & Developments"

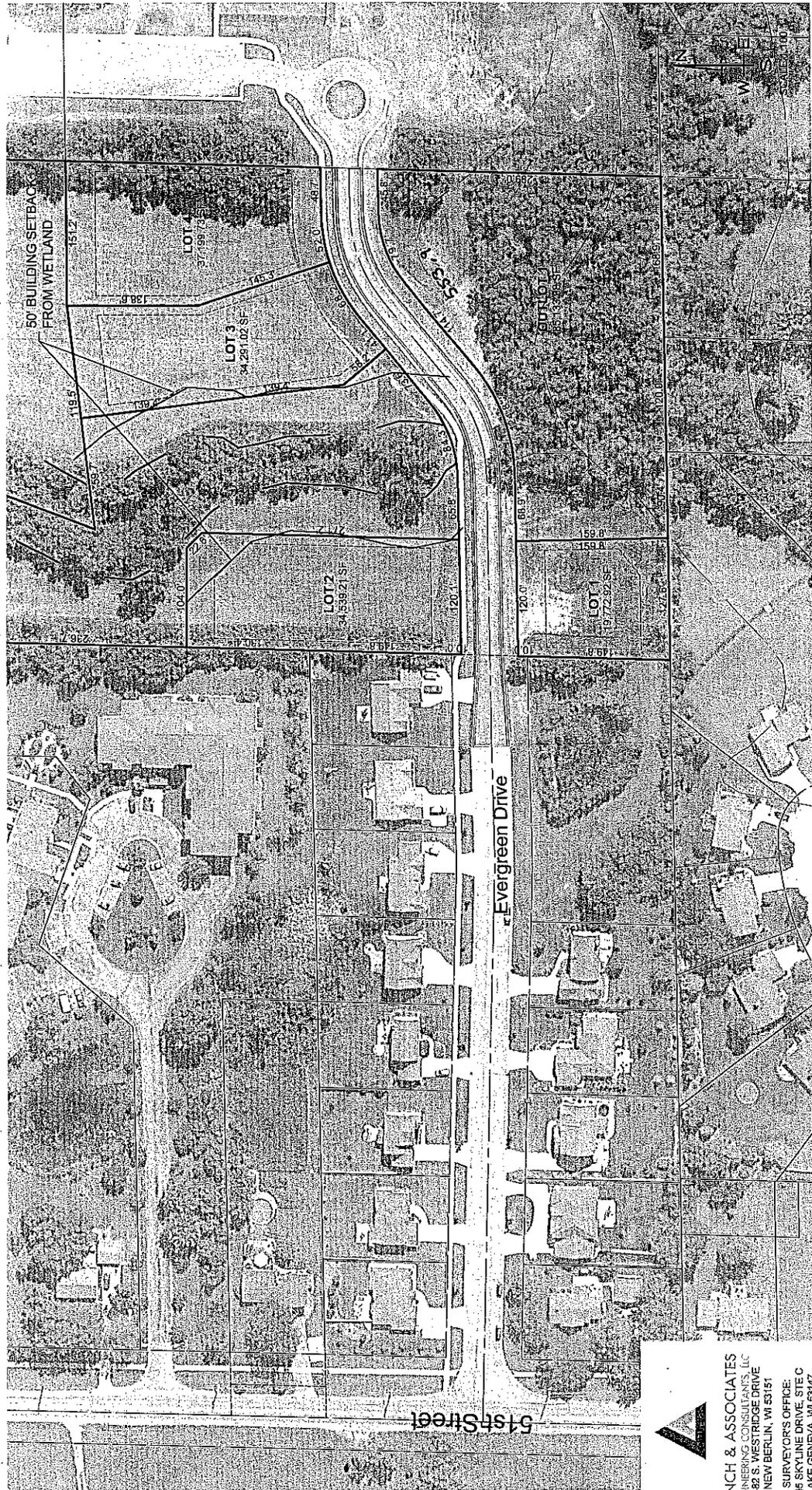
9244 West Grandview Court • Franklin, WI 53132 • Phone: 414.529.0958 • Fax: 414.529.4032

MARCH 23, 2016

CONCEPT PLAN
32 SINGLE FAMILY LOTS
896 FT OF NEW ROAD

Project No. 15-047
Creative Homes, Inc.

PAGE 2 OF 3 - SOUTH DEVELOPMENT PLAN



DRAWING BY: MD



LYNCH & ASSOCIATES
 ENGINEERING CONSULTANTS, LLC
 6482 S. WESTRIDGE DRIVE
 NEW BERLIN, WI 53151
 SURVEYORS OFFICE:
 406 SKYLINE DRIVE, STE C
 LAKE GENEEVA, WI 53147
 (262) 246-5887

W. EVERGREEN STREET EXTENSION
Water Main, Sanitary Sewer Public Street Improvement 2014

TAX KEY NO.	PROPERTY ADDRESS	OWNER NAME & MAILING ADDRESS	ZONING	PROPERTY FRONTAGE (FT)	WATER MAIN					SEWER					STREET					TOTAL DEFERRED ASSESSMENT						
					ASSESSMENT FRONTAGE (FT)	ASSESSMENT TRATE (\$/LF)	ASSESSMENT	NO. OF LATERALS	LATERAL SIZE	LATERAL RATE	LATERAL ASSESSMENT	ASSESSMENT FRONTAGE	ASSESSMENT RATE	ASSESSMENT	NO. OF LATERALS	LATERAL SIZE	LATERAL RATE	LATERAL ASSESSMENT	ASSESSMENT FRONTAGE		ASSESSMENT RATE	ASSESSMENT	DAMAGES	TOTAL ASSESSMENT		
788-9981-001*	7501 S. 49th Street (Southwest Area)	Franklin Oasis LLC	R-6	553.0	180	\$85.25	\$10,440.00	2	1 1/4"	\$1,276	\$2,552.00	0	\$82.25	0	\$82.25	0	2	6"	\$2,915	\$5,830.00	180	\$144.42	\$23,107.20	0	\$41,929.20	\$41,929.20
788-9981-001*	7501 S. 49th Street (Northwest Area)	Franklin Oasis LLC	R-6	227.0	113	\$85.25	\$7,373.25	1	1 1/4"	\$1,276	\$1,276.00	0	\$82.25	0	\$82.25	0	1	6"	\$2,915	\$2,915.00	113	\$144.42	\$16,319.46	0	\$27,883.71	\$27,883.71
788-9981-001*	7501 S. 49th Street (Northeast Area)	Franklin Oasis LLC	R-6	326.0	240	\$85.25	\$15,960.00	3	1 1/4"	\$1,276	\$3,828.00	240	\$82.25	\$19,740.00	3	\$82.25	\$5,745.00	240	\$2,915	\$5,745.00	240	\$144.42	\$34,600.80	0	\$82,633.80	\$82,633.80
Totals				1106.0	513		\$33,473.25				\$7,668.00	240		\$19,740.00			513		\$17,460.00			\$74,087.46		\$152,446.71	\$152,446.71	

*Special assessment deferrals are only available if approved by the Common Council upon consideration of a Final Resolution for this project; the amounts so listed are for potential information purposes only.

*Revised 10/7/15

W. EVERGREEN STREET EXTENSION
Water Main, Sanitary Sewer Public Street Improvement
Revision 6/28/16

TAX KEY NO.	PROPERTY ADDRESS	OWNER/BUSINESS NAME	ZONING	PROPERTY FRONTAGE (FT)	WATER MAIN					SEWER					STREET					TOTAL DEFERRED ASSESSMENT						
					ASSESSMENT FRONTAGE (FT)	ASSESSMENT TRATE (\$/LF)	ASSESSMENT	NO. OF LATERALS	LATERAL SIZE	LATERAL RATE	LATERAL ASSESSMENT	ASSESSMENT FRONTAGE	ASSESSMENT RATE	ASSESSMENT	NO. OF LATERALS	LATERAL SIZE	LATERAL RATE	LATERAL ASSESSMENT	ASSESSMENT FRONTAGE		ASSESSMENT RATE	ASSESSMENT	DAMAGES	TOTAL ASSESSMENT		
788-9981-001	7501 S. 49th Street (Lot 1)	Franklin Oasis LLC	R-6	120.0	120	\$85.25	\$7,830.00	1	1 1/4"	\$1,276	\$1,276.00	0	\$82.25	0	\$82.25	0	1	6"	\$2,915	\$2,915.00	120	\$144.42	\$17,330.40	0	\$29,351.40	\$29,351.40
788-9981-001	7501 S. 49th Street (Lot 2)	Franklin Oasis LLC	R-6	120.1	120.1	\$85.25	\$7,836.52	1	1 1/4"	\$1,276	\$1,276.00	0	\$82.25	0	\$82.25	0	1	6"	\$2,915	\$2,915.00	120.1	\$144.42	\$17,344.84	0	\$29,372.36	\$29,372.36
788-9981-001	7501 S. 49th Street (Lots 3 & 4)	Franklin Oasis LLC	R-6	210.0	210	\$85.25	\$13,702.50	2	1 1/4"	\$1,276	\$2,552.00	210	\$82.25	\$17,272.50	2	\$82.25	\$5,830.00	210	\$2,915	\$5,830.00	210	\$144.42	\$30,328.20	0	\$68,685.20	\$68,685.20
Totals				450.1	450.1		\$29,369.02				\$5,104.00	210		\$17,272.50			450.1		\$11,660.00			\$65,003.44		\$128,408.96	\$128,408.96	

*Special assessment deferrals are only available if approved by the Common Council upon consideration of a Final Resolution for this project; the amounts so listed are for potential information purposes only.

PETITION AND WAIVER OF NOTICE AND HEARING
CITY OF FRANKLIN

TO THE COMMON COUNCIL OF THE CITY OF FRANKLIN, WISCONSIN we, the undersigned owners of the premises located at:

7501 S. 49th Street
Address

788-9981-001
Tax Key No.

in the City of Franklin, Wisconsin, do hereby respectfully petition your Honorable body to:

Amend Resolution No. 2014-7001 which established payment and levy of special assessment for sanitary sewer, water main and laterals for both and the extension of W. Evergreen Street with necessary appurtenances, a total assessment of \$152,446.74. Due to the reduction in number of abutting lots (six to four) and frontages, the requested total assessment being amended to \$128,408.96.

Upon acceptance of this request, we shall then pay an assessment of:

One Hundred Twenty Eight Thousand, Four Hundred Eight and 96/100 Dollars

(\$128,408.96)

Said assessment to be:

(1) Paid in full within thirty (30) days from date of invoice without payment of interest charges.

or

(2) Placed on the tax roll for collection as a special assessment in 12 annual installments with interest at the rate of six percent (6%) per annum.

In presenting this petition, we expressly waived notice and hearing requirements (pursuant to Franklin Municipal Code §§207-15 O. and P. and Wis. Stat. §66.0703(7)(b)) as found in Section 66.0703 of the Wisconsin Statutes and Section 207-15 of the Franklin Municipal Code for special assessment of the construction of this improvement.

OWNER: Franklin Oasis, LLC

BY: _____

Print Name: _____

WITNESS: _____

TITLE: _____

Accepted pursuant to the authority of the Common Council on June 28, 2016.

CITY OF FRANKLIN

BY: _____
Mayor, Stephen R. Olson

BY: _____
City Clerk, Sandra L. Wesolowski

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i>		7/1/2014
Reports & Recommendations	SUBJECT: A final resolution directing installation of, payment and levy of special assessment for installation of sanitary sewer , water main, sanitary sewer laterals, water main laterals, the extension of a public street including curb and gutter along with the necessary appurtenances on W. Evergreen Street extension from a point 800 feet east of S. 51 st Street to a point 1,360 feet east of S. 51 st Street	ITEM NO. <i>6/6.</i>

A public hearing was held on 6/17/2014 regarding the proposed special assessment for installation of, payment and levy of special assessment for installation.

The assessments included in the Engineering Report dated June 4, 2014 were reviewed on 6/27/2014 based on actual bids received. The result was the lowering of assessments for sanitary sewer lateral by \$565.00 and water main laterals by \$1624.00 and lowering the assessments for street construction from \$172.99 to \$144.42 per foot. The assessments as presented at the hearing have been lowered to reflect these changes in a revised Engineering Report.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2014- _____ directing installation of, payment and levy of special assessment for installation of sanitary sewer, water main, sanitary sewer laterals, water main laterals, the extension of a public street including curb and gutter along with the necessary appurtenances on W. Evergreen Street extension from a point 800 feet east of S. 51st Street to a point 1,360 feet east of S. 51st Street.

RJR/sg

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2014-7001

A FINAL RESOLUTION DIRECTING INSTALLATION OF,
PAYMENT AND LEVY OF SPECIAL ASSESSMENT
FOR INSTALLATION OF SANITARY SEWER, WATER MAIN,
SANITARY SEWER LATERALS, WATER MAIN LATERALS,
THE EXTENSION OF A PUBLIC STREET INCLUDING CURB AND GUTTER
ALONG WITH THE NECESSARY APPURTENANCES
ON W. EVERGREEN STREET EXTENSION
FROM A POINT 800 FEET EAST OF S. 51ST STREET
TO A POINT 1,360 FEET EAST OF S. 51ST STREET

WHEREAS, the installation of public improvements in the location stated below is in the interest of the public and in establishing a City park will benefit the abutting property owners; and,

WHEREAS, the Franklin Common Council declares its intent to exercise its police powers granted to it by law and adjudge that it is necessary for the health, safety and welfare of the public and affected property owners that a public work of improvement be made for the installation of sanitary sewer, water main, sanitary sewer laterals, water main laterals, the extension of a public street including curb and gutter along with the necessary appurtenances on W. Evergreen Street extension from a point 800 feet east of S. 51st Street to a point 1,360 feet east of S. 51st Street; and,

WHEREAS, the Office of the City Engineer caused a report to be made consisting of plans and specifications, an estimate of the entire cost of the project and assessment to each affected parcel of property and filed its report in the Office of the City Clerk for public inspection; and;

WHEREAS, the Office of the City Clerk gave notice to affected persons by mail on May 26, 2014, and to all persons by publication in the official newspaper on May 29, 2014 and May 25, 2014; and

WHEREAS, the Franklin Common Council held a public hearing on June 17, 2014 on said improvements at which time the Council heard all persons who wished to speak.

WHEREAS, the estimated costs as part of the Engineer's Assessment Report were revised on 6/27/2014 to reflect bids received; and

BE IT FURTHER RESOLVED that payment for the improvements be made by assessing the cost to the abutting property as indicated in the Report of the City Engineer; that assessments may be paid in full in one (1) payment or in twelve (12) annual installments together with interest at the rate of 6% per annum to the City Treasurer; that pursuant to §207-15.K.(1) of the Municipal Code, upon application to the City Clerk within 30 days of the date of the special assessment notice by a property owner(s), the special assessment levied by this Final Resolution may be deferred: pursuant to §207-15.k.(2)(a) as to the street improvement assessment; and with regard to the balance of the improvements assessment, pursuant to §207-15.k.(2)(g) for this primary general benefit purpose improvements project specially assessed under this Resolution until such time as the subject benefitted property is sold, transferred or otherwise conveyed, or the property owner connects to the subject public facility (sewer and/or water), whichever is sooner; that the special assessments which are not paid when due shall be placed upon the tax roll as a delinquent tax; and

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Franklin that the work and improvements for installing sanitary sewer, with laterals, water main with laterals and public street are directed to be carried out; and

BE IT FURTHER RESOLVED that the City Engineer's Report on this matter, including plans and specifications is approved and the work and improvements be carried out in accordance with the Report;

BE IT FURTHER RESOLVED that payment for the improvements be made by assessing the cost to the abutting property as indicated in the Report of the City Engineer; that assessments may be paid in full in one (1) payment or in twelve (12) annual installments together with interest at the rate of 6% per annum to the City Treasurer; that the special assessments which are not paid when due shall be placed upon the tax roll as a delinquent tax; and

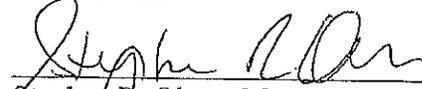
BE IT FURTHER RESOLVED that the City Clerk is directed to publish this resolution as a Class I notice under Chapter 985 of the Wisconsin Statutes and to mail a copy of this resolution to every property owner whose name appears on the assessment roll and whose post office address is known or can be ascertained with reasonable diligence.

BE IT FURTHER RESOLVED that any person who has an interest in property affected by this action who feels aggrieved thereby may, within 40 days after the date of adoption of this resolution, appeal to the Circuit Court for Milwaukee County as set forth in Section 66.0701 Wisconsin Statutes and 207-15 of the Municipal Code.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this 1st day of July, 2014, by Alderman Wilhelm.

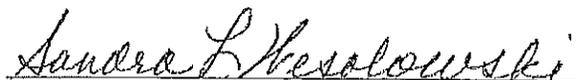
PASSED AND ADOPTED by the Common Council of the City of Franklin on the 1st day of July, 2014.

APPROVED:



Stephen R. Olson, Mayor

ATTEST:



Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

CITY OF FRANKLIN
OFFICIAL NOTICE

NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENT FOR
INSTALLATION OF SANITARY SEWER, WATER MAIN,
SANITARY SEWER LATERALS, WATER MAIN LATERALS,
THE EXTENSION OF A PUBLIC STREET INCLUDING CURB AND GUTTER
ALONG WITH THE NECESSARY APPURTENANCES
ON W. EVERGREEN STREET EXTENSION
FROM A POINT 800 FEET EAST OF S. 51ST STREET
TO A POINT 1,360 FEET EAST OF S. 51ST STREET

NOTICE IS HEREBY GIVEN that the Common Council of the City of Franklin has declared its intention to exercise its police powers under Section 66.0701, Wisconsin Statutes, and Section 207-15, Franklin Municipal Code, to levy special assessments for installation of sanitary sewer, water main, sanitary sewer laterals, water main laterals, the extension of a public street including curb and gutter along with the necessary appurtenances in the following locations:

“W. Evergreen Street extension from a point 800 feet east of S. 51st Street to a point 1,360 feet east of S. 51st Street”

A report showing proposed plans and proposed assessments and other data is on file in the Clerk’s Office at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132.

NOTICE IS HEREBY GIVEN that such report is open for review and inspection from Monday through Friday, between the hours of 8:30 a.m. to 5:00 p.m. and will be so continued for the period of ten (10) days after the date of publication of this Notice.

NOTICE IS ALSO HEREBY FURTHER GIVEN that on TUESDAY, JUNE 17, 2014 at 6:30 p.m. the Common Council will be in session in their chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132 to hear all persons interested, their agents or attorneys, concerning the matter contained in the preliminary resolution and report, including proposed assessments.

If you have any questions contact the City Engineer John Bennett at 414-425-7510.

By order of the Common Council of the City of Franklin, Wisconsin, the 23rd day of May, 2013.

Sandra L. Wesolowski, City Clerk

REPORT ON SPECIAL ASSESSMENTS

W. EVERGREEN STREET

From a point 800 feet east of S. 51st Street to a point 1,360 feet east of S. 51st Street

INSTALLATION OF SANITARY SEWER, WATER MAIN, LATERALS,
AND PUBLIC STREET

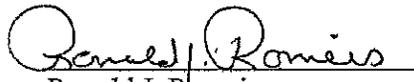
PROJECT NO. 2014-3

JUNE 4, 2014

The Common Council of the City of Franklin directed the Engineering Staff to prepare the Report on Special Assessments for installation of sanitary sewer, water main, laterals and the extension of a public street including curb and gutter along with the necessary appurtenances on W. Evergreen Street extension from a point 800 feet east of S. 51st Street to a point 1,360 feet east of S. 51st Street as included in Resolution No. 2014-6988 adopted on May 20, 2014.

Herewith is the report, consisting of Schedules A through D, and a reference map.

FRANKLIN ENGINEERING DEPARTMENT


Ronald J. Romeis
City Engineer (ACTING)

RJR/sr

Assessments/Special Assessments w. Evergreen St 800' e of 51st to 1360' e of 51st 2014

SCHEDULE A – CONSTRUCTION PLANS AND SPECIFICATIONS

SCHEDULE B – TOTAL PROJECT COSTS

WATER MAIN

• Net Estimated Construction Cost (less laterals)	\$ 66,000
20 Percent Overhead	<u>13,200</u>
Accessible Construction Costs	\$ 79,200
• Estimated Lateral (6) Costs	15,000
16 Percent Overhead	<u>2,400</u>
Accessible Lateral Costs	<u>17,400</u>
TOTAL WATER MAIN COSTS	\$ 96,600

SANITARY SEWER

• Net Estimated Construction Cost (less laterals)	\$ 77,750
20 Percent Overhead	<u>15,550</u>
Accessible Construction Costs	\$ 93,300
• Estimated Lateral (6) Costs	18,000
16 Percent Overhead	<u>2,880</u>
Accessible Lateral Costs	<u>20,880</u>
TOTAL SANITARY SEWER COSTS	\$114,180

STREET CONSTRUCTION

• Net Estimated Construction Costs (less sidewalk)	\$208,590
20 Percent Overhead	<u>41,718</u>
TOTAL STREET COSTS	<u>\$250,308</u>

TOTAL PROJECT COSTS	\$461,088
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SCHEDULE C – ASSESSMENT COSTS

WATER MAIN

Total Frontage (lineal feet)	1,106.00
Total Assessable Frontage (lineal feet)	513.00

Water Main Assessment Rate

\$154.38 per front foot for single family (R-6) zoned property
(Note maximum assessment rate is \$65.25 per front foot)

Lateral cost (construction cost plus 16% overhead)

6 Laterals @ \$2500 = \$15,000 x 1.16 = \$17,400 or \$2,900 each

The properties which are subject to the above assessment are benefited by public water service in the following seven ways:

- Increased fire protection
- Reliability of water supply
- Assurance of a water supply which has been routinely tested for potability (lack of contamination)
- Elimination of the reliance on maintenance and repair of individual wells
- The develop ability of vacant, under-developed or partially-developed properties which are deferred from development by the lack of municipal water supply causing a negative impact on the fair market value
- The elimination of the potential for cross-contamination between individual limestone wells
- The elimination of the use of the limestone aquifer in the vicinity of the outcropping which are more susceptible to contamination by pollution from surface contaminants including fertilizers, pesticides and spills

SANITARY SEWER

Total Frontage (lineal feet)	1106.00
Total Assessable Frontage (lineal feet)	353.00

Sanitary Sewer Assessment Rate

\$264.305 per front foot for single family (R-6) zoned property.
(Note Maximum assessment rate is \$82.25 per front foot)

Lateral Cost (Construction cost plus 16% overhead)

6 Laterals @ \$3000 = \$18,000 x 1.16 = \$20,880 or \$3480 each

The properties which are subject to the above assessment are benefited by public sanitary sewer service in the following five ways:

- Assurance of treatment by a wastewater treatment facility
- Elimination of the need for maintenance and repair of individual on-site septic systems
- Elimination of the potential for contamination of groundwater serving private water supply wells, by pathogenic of disease-causing

- Elimination of the potential for odors due to wastewater from on-site septic systems seeping out of the ground during seasonal periods of high groundwater
- The develop ability of vacant, under-developed or partially developed properties that are deferred from development by the lack of municipal sanitary sewer systems causing a negative impact on the fair market value

STREET IMPROVEMENTS

Total Street Frontage (lineal feet)	1,466.95
Total Assessable Frontage (lineal feet)	513.00

Street Improvement Assessment Rate
(Does not include the cost of sidewalk)

\$250,308.00

1,446.95 LF = \$172.99 per front foot

The properties which are subject to the above assessment are benefited by the extension of street improvement in the following ways:

- Access to property and ability to develop property in a uniform manner consistent with City requirements.
- Access of City infrastructure such as sewer, water and drainage facilities.
- Access by police and fire department personnel for security and emergency response.
- City maintenance, winter operations and pavement maintenance.

No land is to be taken nor damages contemplated as result of the installation of water main, sanitary sewer and street improvement of this project.

SCHEDULE D

The properties, against which the assessments are proposed, are benefited. The schedule of special assessments lists property descriptions, ownership of record and assessments.



MEMORANDUM: FROM ENGINEERING

DATE: June 6, 2014

TO: Files

FROM: City Engineer (Acting) Ronald J. Romeis, P.E. 

SUBJECT: VIEWING OF PROPERTY WHICH WILL RECEIVE THE EXTENSION OF SANITARY SEWER, WATER MAIN AND PUBLIC STREET IN THE PUBLIC RIGHT-OF-WAY OF W. EVERGREEN STREET FROM A POINT 800 FEET EAST OF S. 51ST STREET TO A POINT 1360 FEET EAST OF S. 51ST STREET

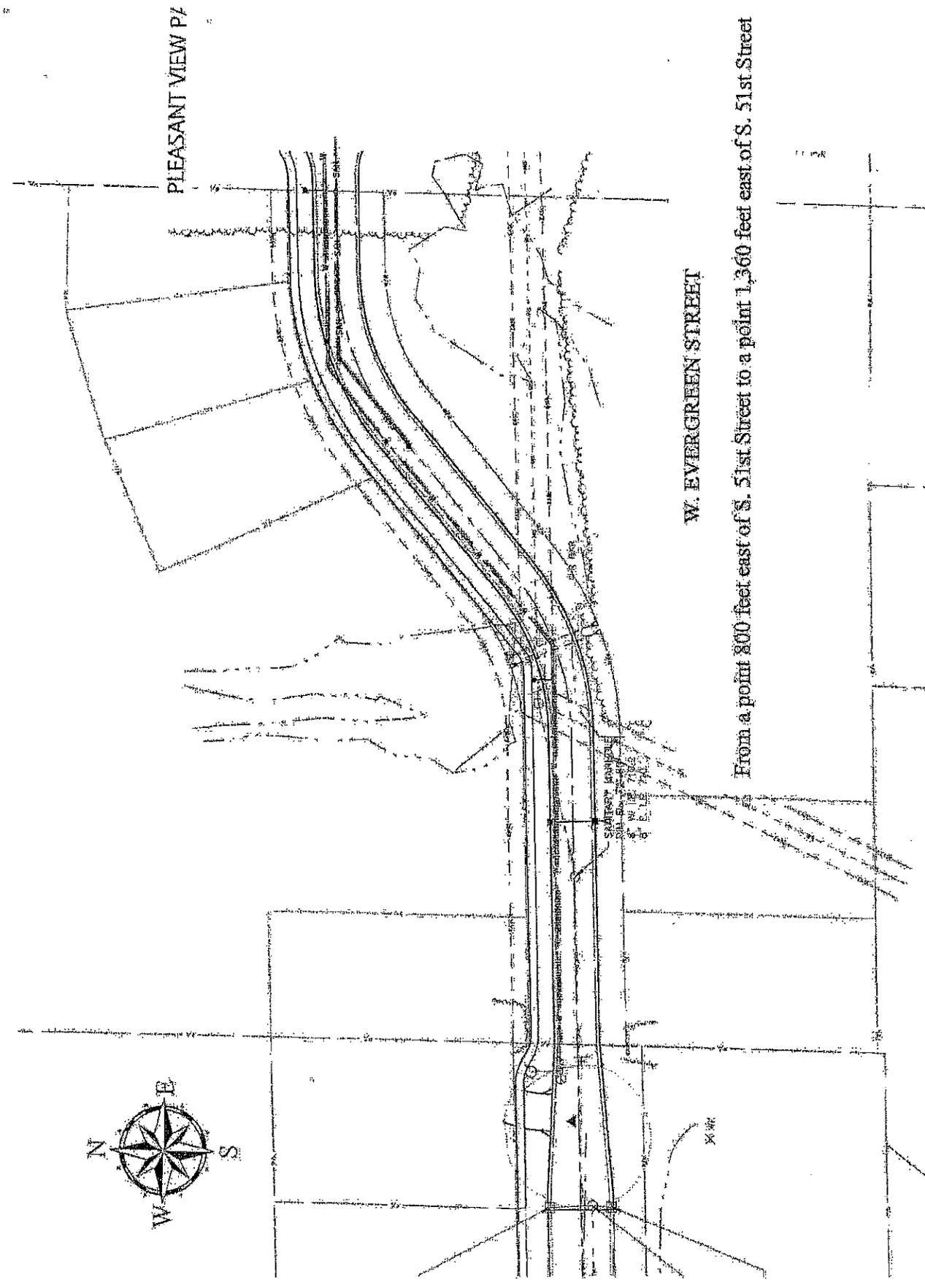
In the opinion of the Acting City Engineer, installation of sanitary sewer, water main and public street is planned for W. Evergreen Street extended and will benefit abutting lands for development potential.

The improvements will provide access and services for the construction of a City park, Pleasant View.

Please be advised that the City Engineer on June 2, 2014 field reviewed the area.

RJR/sr

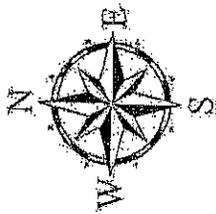
Ron/memo extension of sanitary sewer, watermain and public street Evergreen St. 2014



PLEASANT VIEW PZ

W. EVERGREEN STREET

From a point 800 feet east of S. 51st Street to a point 1,360 feet east of S. 51st Street



SMITHSONIAN MUSEUM
S. 51st Street
W. EVERGREEN STREET

X//

W. EVERGREEN STREET EXTENSION
 Water Main, Sanitary Sewer Public Street Improvement 2014

TAX KEY NO.	PROPERTY ADDRESS	OWNER NAME & MAILING ADDRESS	ZONING	PROPERTY FRONTAGE (FT)	WATER MAIN					SEWER					STREET				TOTAL DEFERRED ASSESSMENT					
					ASSESSMENT FRONTAGE (FT)	ASSESSMENT TRATE (\$/LF)	ASSESSMENT	NO. OF LATERALS	LATERAL SIZE	LATERAL RATE	LATERAL ASSESSMENT	ASSESSMENT FRONTAGE	ASSESSMENT RATE	ASSESSMENT	LATERAL SIZE	LATERAL RATE	LATERAL ASSESSMENT	ASSESSMENT FRONTAGE		ASSESSMENT RATE	ASSESSMENT	DAMAGES	TOTAL ASSESSMENT	
788-9981-001*	7501 S. 48th Street (Southwest Area)	Franklin Oasis LLC	R-6	653.0	160	\$65.25	\$ 10,440.00	2	1 1/4"	\$ 1,276	\$ 2,552.00	0	\$ 82.25	0	\$ 82.25	0	\$ 2,915	\$ 6,830.00	160	\$ 144.42	\$23,107.20	0	\$ 41,929.20	\$ 41,929.20
789-9981-001*	7501 S. 48th Street (Northwest Area)	Franklin Oasis LLC	R-6	227.0	113	\$65.25	\$ 7,373.25	1	1 1/4"	\$ 1,276	\$ 1,276.00	0	\$ 82.25	0	\$ 82.25	1	\$ 2,915	\$ 2,915.00	113	\$ 144.42	\$16,319.46	0	\$ 27,683.71	\$ 27,683.71
788-9981-001*	7501 S. 48th Street (Northeast Area)	Franklin Oasis LLC	R-6	326.0	240	\$65.25	\$ 15,960.00	3	1 1/4"	\$ 1,276	\$ 3,828.00	240	\$ 82.25	\$19,740.00	3	\$ 2,915	\$ 8,745.00	240	\$ 144.42	\$34,660.80	0	\$ 82,653.80	\$ 82,653.80	
Totals				1106.0	513		\$ 33,473.25				\$ 7,656.00	240		\$19,740.00			\$17,460.00	513		\$74,087.46		\$152,446.71	\$ 152,446.71	

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 06/28/2016
Reports & Recommendations	RECOMMENDATION TO AUTHORIZE CHANGE ORDER NO. 1 AND THE USE OF CAPITAL IMPROVEMENT PLAN CONTINGENCY APPROPRIATION TO MAKE FINAL PAYMENT TO REESMAN'S EXCAVATION & GRADING, INC. IN THE AMOUNT OF \$16,925.28 FOR THE S. 76 TH STREET SANITARY SEWER AND WATER MAIN EXTENSION	ITEM NO. M.15.

BACKGROUND

On September 3, 2013, the City of Franklin awarded a contract to Reesman's Excavating & Grading, inc. in the amount of \$605,051.20 for the extensions of sanitary sewer and water main on S. 76th Street. These extensions were installed prior to Milwaukee County reconstruction. The project was completed on November 1, 2013.

ANALYSIS

The project required one change order which increased the total project cost by \$1,349.71 to \$606,400.91. This change order has been pursued by the City and its consultant, Graef, for the past several years. It has finally been signed by the contractor and needs sign-off by the City. This agreed upon change order will allow for a final payment (three and final) to the contractor. The final payment being in the amount of \$16,925.28, which includes the contractor's retainage of \$15,575.57 plus change order amount of \$1,349.71. The change order is a result of added and deleted quantities netting this amount. The amount being modest on a six hundred thousand dollar project.

This payment being recommended by the project engineer. City staff agrees with this recommendation.

OPTIONS

Approve of Change Order No. 1. Approve of recommendation to make final payment. Approve of use of Capital Improvement Plan contingency appropriation.

or

Request additional information.

FISCAL NOTE

Finance has reserved \$15,126.28 for contract retainage on this S. 76th Street project in 2013. No further appropriation is needed to remit these funds.

The amount of change order (\$1,349.71) will, however, need an appropriation. Finance has suggested the use of the Capital Improvement Plan contingency appropriation.

RECOMMENDATION

Motion to authorize staff to approve Change Order No. 1 increasing the contract with Reesman's Excavating & Grading, Inc. in the amount of \$1,349.71.

Motion to approve use of \$1,349.71 from the Capital Improvement Plan contingency appropriation to make final payment to Reesman's Excavating & Grading, Inc. in the amount of \$16,925.28 for sanitary sewer and water main extension on S. 76th Street.



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

collaborāte / formulāte / innovāte

May 20, 2016

Mr. Glen Morrow, P.E.
City Engineer
9229 West Loomis Road
Franklin, Wisconsin 53132-0160

SUBJECT: S. 76th Street Sanitary Sewer and Water Main Extensions
Project No. 2013-S101 and No. 2013-WU101
Contractor's Final Pay Request and Change Order

Dear Mr. Morrow:

GRAEF has received and reviewed the third and final pay request from Reesman's Excavating & Grading, Inc. for work on the above referenced project. The work included a request for the sanitary sewer televising and retainage. The project has been completed for a couple of years and the work has been performed in a satisfactory manner.

The contractor has requested payment of \$16,925.28. GRAEF is recommending payment of \$16,925.28 according to our inspector's notes. The retainage is being released and an executed change order is necessary prior processing of this final payment as the work exceeded the original contract price. Three original change orders have been forwarded to the contractor for signature. A copy is enclosed for your use.

In summary, GRAEF recommends payment of \$16,925.28 to Reesman's Excavating & Grading, Inc. for work on the above referenced project once the executed change order is received by the City. Should you have any further questions, please feel free to contact us.

Sincerely,

Michael N. Paulos, P.E., LEED AP, CDT
Municipal Market Team Leader
Principal

MNP:mnp

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cc: Eric Reesman - Reesman's Excavating & Grading, Inc.

CHANGE ORDER

No. 1

DATE OF ISSUANCE May 20, 2016

EFFECTIVE DATE May 20, 2016

OWNER City of Franklin
 CONTRACTOR Reesman's Excavating & Grading, Inc.
 Contract: S. 76th Street Sanitary Sewer and Water Main Extensions
 Project: S. 76th Street Sanitary Sewer and Water Main Extensions
 OWNER's Contract No. 2013-S101 & 2013-WU101 ENGINEER's Contract No. 2012-0550.01
 ENGINEER GRAEF- USA Inc.

You are directed to make the following changes in the Contract Documents:

Description:
 Changes in Quantities.

Reason for Change Order:
 Changes in Quantities.

Attachments: (List documents supporting change)
 Summary of quantities and unit prices

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>605,051.20</u>
Net Increase from previous Change Orders No. <u> </u> to <u> </u> : \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>605,051.20</u>
Net increase of this Change Order: \$ <u>1,349.71</u>
Contract Price with all approved Change Orders: \$ <u>606,400.91</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>October 25, 2013</u> Ready for final payment: <u>November 1, 2013</u> (days or dates)
Net change from previous Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>October 25, 2013</u> Ready for final payment: <u>November 1, 2013</u> (days or dates)
Net increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>October 25, 2013</u> Ready for final payment: <u>November 1, 2013</u> (days or dates)

RECOMMENDED:
 By: 
 ENGINEER (Authorized Signature)

APPROVED:
 By: _____
 OWNER (Authorized Signature)

ACCEPTED:
 By: 
 CONTRACTOR (Authorized Signature)

Date: 5/20/16

Date: _____

Date: 5-26-16

EJCDC 1910-8-B (1996 Edition)

See Exhibit A for other City
 Officials' Signatures

Exhibit A

City Clerk

Director of Finance & Treasurer

City Attorney

By: Sandra L. Wesolowski

By: Paul Rotzenberg

By: Jesse A. Wesolowski

Date: _____

Date: _____

Date: _____

RECOMMENDATION OF PAYMENT

OWNER's Project No. 2013-S101 & 2013-WU101 ENGINEER's Project No. 20120550.01
 Project S. 76th Street Sanitary Sewer & Water Main Extensions

CONTRACTOR Reesman's Excavating & Grading, Inc.
 Contract For General Contract Date September 4, 2013
 Application Date March 11, 2016 Application Amount \$16,925.28
 For Period Ending March 11, 2016

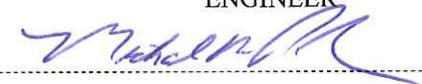
To City of Franklin
 OWNER

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

GRAEF- USA Inc.
 ENGINEER

Dated May 20, 2016

By 

STATEMENT OF WORK

Original Contract Price	\$ <u>605,051.20</u>	Work to Date	\$ <u>606,400.91</u>
Net Change Orders	\$ <u>1,349.71</u>	Amount Retained	\$ <u>0.00</u>
Current Contract Price	\$ <u>606,400.91</u>	Subtotal	\$ <u>606,400.91</u>
Work to be Done	\$ <u>0.00</u>	Previous Payments Recommended	\$ <u>589,475.63</u>
		Amount Due This Payment	\$ <u>16,925.28</u>

NSPE-ACEC 1910-8-C (1978 Edition)

1978, National Society of
 Professional Engineers

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