

| APPROVAL <i>Slee</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE 11/01/2016 |
|---------------------------|---|-------------------------|
| Reports & Recommendations | RESOLUTION TO ENTER AGREEMENT WITH MILWAUKEE COUNTY AND STATE OF WISCONSIN FOR PRE-EMPTION EQUIPMENT AT INTERSECTIONS OF: W. RAWSON AVENUE AND S. 31ST STREET; W. RAWSON AVENUE AND S. 51ST STREET; W. RAWSON AVENUE AND S. 68TH STREET; W. FOREST HOME AVENUE AND S. NORTH CAPE / W. SPEEDWAY DRIVE; W. RAWSON AVENUE & W. FOREST HOME AVENUE; STATE TRUNK HIGHWAY (STH) 100 AND S. 41ST STREET; STH 100 & S. 51ST STREET; STH 100 & S. 60TH STREET; STH 100 & WYNDHAM NORTH ENTRANCE; AND STH 100 & W. SPEEDWAY DRIVE | ITEM NO. <i>G.6.</i> |

BACKGROUND

Traffic signals are in the process of being upgraded to include "Pre-emption Equipment" or also known as "Emergency Vehicle Preemption" (EVP). Per the US Department of Transportation "EVP systems are designed to give emergency response vehicles a green light on their approach to a signalized intersection while providing a red light to conflicting approaches. The most commonly reported benefits of using EVP include improved response time, improved safety, and cost savings. These benefits have been realized since the early deployments of EVP and have been documented since the 1970s."

Milwaukee County is responsible for traffic signals on county intersections. The enclosed agreements with Milwaukee County for the maintenance of proposed EVP equipment include the following five intersections:

- W. Rawson Avenue and S. 31st Street
- W. Rawson Avenue and S. 51st Street
- W. Rawson Avenue and S. 68th Street
- W. Forest Home Avenue and S. North Cape / W. Speedway Drive
- W. Forest Home Avenue and West Rawson Avenue

The State of Wisconsin is responsible for traffic signals on state intersections. The enclosed agreements with The State of Wisconsin for the maintenance of proposed EVP equipment include the following five intersections:

- STH 100 & S. 60th Street
- STH 100 & S. 51st Street
- STH 100 & S. 41st Street
- STH 100 & Wyndham N. Entrance
- STH 100 & W. Speedway Drive

ANALYSIS

The proposed agreements require the City to find a contractor to install the EVPs and pay for the full cost of said work. Thereafter, the County and State will assume full responsibility for maintenance, repairs, and upgrades but will invoice the City for their work.

The agreement lasts indefinitely unless either party gives a 6-month termination notice.

OPTIONS

Authorize the signing of the attached State and County agreements; or

Table

FISCAL NOTE

The City is paying for the purchase and installation of these devices through 2016 Capital Improvement Fund. The costs are expected to be \$111,100 for the intersections, \$4,400 for Police Department vehicle equipment and \$2,300 for Fire Department vehicle equipment.

RECOMMENDATION

Motion to adopt Resolution No. 2016-_____, a resolution to enter agreement with Milwaukee County and State of Wisconsin for pre-emption equipment at intersections of: W. Rawson Avenue and S. 31st Street; W. Rawson Avenue and S. 51st Street; W. Rawson Avenue and S. 68th Street; W. Forest Home Avenue and S. North Cape / W. Speedway Drive; W. Rawson Avenue & W. Forest Home Avenue; State Trunk Highway (STH) 100 and S. 41st Street; STH 100 & S. 51st Street; STH 100 & S. 60th Street; STH 100 & Wyndham north entrance; and STH 100 & S. Speedway Drive

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2016- _____

A RESOLUTION TO ENTER AGREEMENT WITH MILWAUKEE COUNTY AND STATE OF WISCONSIN FOR PRE-EMPTION EQUIPMENT AT INTERSECTIONS OF: W. RAWSON AVENUE AND S. 31ST STREET; W. RAWSON AVENUE AND S. 51ST STREET; W. RAWSON AVENUE AND S. 68TH STREET; W. FOREST HOME AVENUE AND S. NORTH CAPE / W. SPEEDWAY DRIVE; W. RAWSON AVENUE & W. FOREST HOME AVENUE; STATE TRUNK HIGHWAY (STH) 100 AND S. 41ST STREET; STH 100 & S. 51ST STREET; STH 100 & S. 60TH STREET; STH 100 & WYNDHAM NORTH ENTRANCE; AND STH 100 & W. SPEEDWAY DRIVE

WHEREAS, Traffic signals throughout the city of Franklin are being upgraded to include "Pre-emption Equipment" or also known as "Emergency Vehicle Preemption" (EVP); and

WHEREAS, Milwaukee County is responsible for traffic signals on county intersections of: W. Rawson Avenue and S. 31st Street; W. Rawson Avenue and S. 51st Street; W. Rawson Avenue and S. 68th Street; W. Forest Home Avenue and S. North Cape / W. Speedway Drive; and W. Forest Home Avenue and West Rawson Avenue; and

WHEREAS, The State of Wisconsin is responsible for traffic signals on state intersections of: STH 100 & S. 60th Street; STH 100 & S. 51st Street; STH 100 & S. 41st Street; STH 100 & Wyndham N. Entrance; STH 100 & W. Speedway Drive; and

WHEREAS, the City will find a contractor to install the EVPs and pay for the full cost of said work; and

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Franklin to enter agreement with Milwaukee County for pre-emption equipment at intersections of: W. Rawson Avenue and S. 31st Street; W. Rawson Avenue and S. 51st Street; W. Rawson Avenue and S. 68th Street; W. Forest Home Avenue and S. North Cape / W. Speedway Drive; and W. Rawson Avenue & W. Forest Home Avenue.

BE IT FURTHER RESOLVED by the Common Council of the City of Franklin to enter agreement with the State of Wisconsin for pre-emption equipment at intersections of: State Trunk Highway (STH) 100 and S. 41st Street; STH 100 & S. 51st Street; STH 100 & S. 60th Street; STH 100 & Wyndham north entrance; and STH 100 & S. Speedway Drive

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____, 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 _____

AGREEMENT FOR EMERGENCY VEHICLE PRE-EMPTION ON THE
TRAFFIC SIGNALS AT:
West Forest Home Avenue (CTH OO) and
West Rawson Avenue (CTH BB)

THIS SUPPLEMENTAL AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the installation, operation, and maintenance of all optical traffic signal pre-emption equipment, hereinafter referred to as "Pre-emption Equipment" included in the traffic control signals and related traffic control facilities at the Intersection of West Forest Home Avenue (CTH OO) and West Rawson Avenue (CTH BB), hereinafter called "The Intersection"

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The Pre-emption Equipment be designed, constructed, operated and maintained at The Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- a.) That The City will, through its contractor, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of said work.
- b.) That The County will assume routine maintenance responsibility for the entire Pre-emption Equipment installation and will bill The City for any maintenance of said equipment.
- c.) That The County will make all necessary repairs and replacements to Pre-emption Equipment that fails to function properly as a result of normal wear and deterioration. Said replacement equipment to be supplied by The City. The County will bill The City for any repair or replacement of said equipment.
- d.) That The County will make all necessary repairs and replacements to Pre-emption Equipment damaged by accident, vandalism, or acts of God, and will bill The City the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable within sixty (60) days of completion of said work. If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the responsible person(s) and reimburse The City for the amount paid upon recovery.
- e.) That The County will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry, and pertaining to the Pre-emption Equipment if designed for The City and The City will pay the cost of any such equipment additions or revisions, and within sixty (60)

days of completion of said work bill The City for the cost of said changes to the Pre-emption Equipment.

f.) That The County will obtain concurrence from The City prior to equipment additions or revisions for which cost participation by The City would be required.

g.) That The County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with The City.

h.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed below), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

Highway Maintenance Section 414-257-6566

II. The City hereby agrees:

a.) That The City will, through its contractor, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of installation of said equipment.

b.) That The County is to perform routine maintenance for the Pre-emption Equipment as indicated in I. (c), necessary repairs and replacements to said equipment which fails to function as indicated in I. (d), necessary repairs and replacements to said equipment which is damaged as indicated in I. (e) and any necessary equipment additions or revisions as indicated in I. (f). The City agrees to pay for the cost of the work as indicated in I(b), I(c), I(d) and I. (e) when billed by the County.

c.) That The County is to perform all maintenance work related to the operation of the Pre-emption Equipment at The Intersection, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

d.) That The County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Transportation Department, in collaboration with The City.

e.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed on page 2), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

IV. Ownership and Responsibility

After the installation work outlined in this agreement is completed, all of the materials installed shall become the property of The City.

V. Liability

The County shall request layouts of The City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against any other agency.

VI. Payments

After completion of the installation of the Pre-emption Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II. (a), The City shall pay the total costs of the construction.

VII. Duration

This agreement shall continue to be in force indefinitely unless terminated on six (6) months written notice by one agency to the other.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

SUPPLEMENTAL AGREEMENT FOR TRAFFIC SIGNALS AT:
West Forest Home Avenue (CTH OO) and
South North Cape Road/Speedway Drive

THIS SUPPLEMENTAL AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the installation, operation, and maintenance of all optical traffic signal pre-emption equipment, hereinafter referred to as "Pre-emption Equipment" included in the traffic control signals and related traffic control facilities at the Intersection of West Forest Home Avenue (CTH OO) and South North Cape Road/Speedway Drive, hereinafter called "The Intersection"

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The Pre-emption Equipment be designed, constructed, operated and maintained at The Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- a.) That The City will, through its contractor, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of said work.
- b.) That The County will assume routine maintenance responsibility for the entire Pre-emption Equipment installation and will bill The City for any maintenance of said equipment.
- c.) That The County will make all necessary repairs and replacements to Pre-emption Equipment that fails to function properly as a result of normal wear and deterioration. Said replacement equipment to be supplied by The City. The County will bill The City for any repair or replacement of said equipment.
- d.) That The County will make all necessary repairs and replacements to Pre-emption Equipment damaged by accident, vandalism, or acts of God, and will bill The City the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable within sixty (60) days of completion of said work. If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the responsible person(s) and reimburse The City for the amount paid upon recovery.
- e.) That The County will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry, and pertaining to the Pre-emption Equipment if designed for The City and The City will pay the cost of any such equipment additions or revisions, and within sixty (60) days of completion of said work bill The City for the cost of said changes to the Pre-

emption Equipment.

f.) That The County will obtain concurrence from The City prior to equipment additions or revisions for which cost participation by The City would be required.

g.) That The County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with The City.

h.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed below), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

Highway Maintenance Section 414-257-6566

II. The City hereby agrees:

a.) That The City will, through its contractor, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of installation of said equipment.

b.) That The County is to perform routine maintenance for the Pre-emption Equipment as indicated in I. (c), necessary repairs and replacements to said equipment which fails to function as indicated in I. (d), necessary repairs and replacements to said equipment which is damaged as indicated in I. (e) and any necessary equipment additions or revisions as indicated in I. (f). The City agrees to pay for the cost of the work as indicated in I(b), I(c), I(d) and I. (e) when billed by the County.

c.) That The County is to perform all maintenance work related to the operation of the Pre-emption Equipment at The Intersection, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

d.) That The County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Transportation Department, in collaboration with The City.

e.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed on page 2), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

IV. Ownership and Responsibility

After the installation work outlined in this agreement is completed, all of the materials installed shall become the property of The City.

V. Liability

The County shall request layouts of The City underground structures and facilities before

performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against any other agency.

VI. Payments

After completion of the installation of the Pre-emption Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II. (a), The City shall pay the total costs of the construction.

VII. Duration

This agreement shall continue to be in force indefinitely unless terminated on six (6) months written notice by one agency to the other.

This agreement is supplemental to previous agreements relating to the operation of traffic signal at The Intersection and in no way supersedes, rescinds, or replaces any and all previous agreements which may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the intersections described.

SUPPLEMENTAL AGREEMENT FOR TRAFFIC SIGNALS AT:
West Rawson Avenue (CTH BB) and South 68th Street

THIS SUPPLEMENTAL AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the installation, operation, and maintenance of all optical traffic signal pre-emption equipment, hereinafter referred to as "Pre-emption Equipment" included in the traffic control signals and related traffic control facilities at the Intersection of West Rawson Avenue (CTH BB) and South 68th Street, hereinafter called "The Intersection"

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The Pre-emption Equipment be designed, constructed, operated and maintained at The Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

- I. The County hereby agrees:
 - a.) That The City will, through its contractor, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of said work.
 - b.) That The County will assume routine maintenance responsibility for the entire Pre-emption Equipment installation and will bill The City for any maintenance of said equipment.
 - c.) That The County will make all necessary repairs and replacements to Pre-emption Equipment that fails to function properly as a result of normal wear and deterioration. Said replacement equipment to be supplied by The City. The County will bill The City for any repair or replacement of said equipment.
 - d.) That The County will make all necessary repairs and replacements to Pre-emption Equipment damaged by accident, vandalism, or acts of God, and will bill The City the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable within sixty (60) days of completion of said work. If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the responsible person(s) and reimburse The City for the amount paid upon recovery.
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emption Equipment.

f.) That The County will obtain concurrence from The City prior to equipment additions or revisions for which cost participation by The City would be required.

g.) That The County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with The City.

h.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed below), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

Highway Maintenance Section 414-257-6566

II. The City hereby agrees:

a.) That The City will, through its contractor, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of installation of said equipment.

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This agreement is supplemental to previous agreements relating to the operation of traffic signal at The Intersection and in no way supersedes, rescinds, or replaces any and all previous agreements which may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the intersections described.

SUPPLEMENTAL AGREEMENT FOR TRAFFIC SIGNALS AT:
West Rawson Avenue (CTH BB) and South 51st Street

THIS SUPPLEMENTAL AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the installation, operation, and maintenance of all optical traffic signal pre-emption equipment, hereinafter referred to as "Pre-emption Equipment" included in the traffic control signals and related traffic control facilities at the Intersection of West Rawson Avenue (CTH BB) and South 51st Street, hereinafter called "The Intersection"

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, the fulfillment of the terms and conditions, agreements, and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

The Pre-emption Equipment be designed, constructed, operated and maintained at The Intersection.

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Highway Maintenance Section 414-257-6566

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SUPPLEMENTAL AGREEMENT FOR TRAFFIC SIGNALS AT:
West Rawson Avenue (CTH BB) and South 31st Street

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Highway Maintenance Section 414-257-6566

II. The City hereby agrees:

a.) That The City will, through its contractor, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of installation of said equipment.

b.) That The County is to perform routine maintenance for the Pre-emption Equipment as indicated in I. (c), necessary repairs and replacements to said equipment which fails to function as indicated in I. (d), necessary repairs and replacements to said equipment which is damaged as indicated in I. (e) and any necessary equipment additions or revisions as indicated in I. (f). The City agrees to pay for the cost of the work as indicated in I(b), I(c), I(d) and I. (e) when billed by the County.

c.) That The County is to perform all maintenance work related to the operation of the Pre-emption Equipment at The Intersection, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

d.) That The County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Transportation Department, in collaboration with The City.

e.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed on page 2), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

IV. Ownership and Responsibility

After the installation work outlined in this agreement is completed, all of the materials installed shall become the property of The City.

V. Liability

The County shall request layouts of The City underground structures and facilities before

performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against any other agency.

VI. Payments

After completion of the installation of the Pre-emption Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II. (a), The City shall pay the total costs of the construction.

VII. Duration

This agreement shall continue to be in force indefinitely unless terminated on six (6) months written notice by one agency to the other.

This agreement is supplemental to previous agreements relating to the operation of traffic signal at The Intersection and in no way supersedes, rescinds, or replaces any and all previous agreements which may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the intersections described.

WISCONSIN DEPARTMENT OF TRANSPORTATION

Emergency Vehicle Pre-emption (EVP) System Agreement

This is a binding agreement between the Wisconsin Department of Transportation and the

City of Franklin

This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

STH 100(Ryan Rd) & S. 60th Street

in the City of Franklin

Description of route: Northbound, Southbound, Eastbound and Westbound

Listing of estimated number of vehicles to be outfitted: 10 (Fire) & 10 (Police)

Inventory of spare EVP equipment shall be provided by WisDOT/Local Agency.

The Department's Policy for *Use of Emergency Vehicle Pre-emption (EVP) Systems at State-Owned Traffic Control Signals* is hereby made a part of this agreement (copy attached). The following special terms or conditions also apply to this agreement:

ACCEPTED FOR THE CITY OF FRANKLIN

Local Government

BY _____ DATE _____

TITLE _____

APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION

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State of Wisconsin
Department of Transportation

Traffic Guidelines Manual

| | |
|--|-------------------------------|
| ORIGINATOR Director, Bureau of Traffic Operations | 4-2-20 |
| CHAPTER 4 | Signals |
| SECTION 2 | Traffic Control Signals |
| SUBJECT 20 | Emergency Vehicle Pre-emption |

A. General/Purpose

The following applies to the installation and operation of Emergency Vehicle Pre-emption (EVP) systems involving traffic control signals owned and operated by the Department.

B. Policy

Statutory Provisions

347.255 Auxiliary lamps on emergency vehicles used to activate traffic control signal pre-emption devices. (1) An authorized emergency vehicle described in s.340.01 (3)(a), (c), (g) or (l) *may* be equipped and operated with lamps designed and used solely to activate official traffic control signal pre-emption devices. (2) The lamps authorized for use under this section *may* be any color and *may* be flashing, oscillating, rotating or pulsating. (3) No operator of an authorized emergency vehicle *may* use such lamps except when responding to an emergency call, when pursuing an actual or suspected violator of the law or when responding to, but not when returning from, a fire alarm.

The above does not preclude actuation by means of devices other than lamps.

Eligibility

Any local governmental unit, agency, or organization having responsibility for providing emergency services is eligible to request an EVP system.

Request Procedure

The local unit **shall** make the request in writing to the Department. The following information *should* be included in the request:

1. Location of proposed EVP systems.

2. Location of emergency facilities (fire station, police station, etc.) where vehicles will be departing and description of the route to be provided with a pre-emption system.
3. Listing or estimate of number of vehicles to be outfitted.
4. Brand/Model of equipment being requested.

Approval

1. The Department **shall** review each request and respond in writing to the local unit as to the approval or denial of the request.
2. The Department *may* deny any request that it deems would have an overall negative impact on the traveling public.
3. If the local agency is requesting a brand/model of EVP other than the Department standard, the request must include a discussion about compatibility with neighboring agencies along the same corridor.
4. For approved requests, an official "EVP System Agreement" **shall** be prepared and approved by the Department and the local unit. Template is included at the end of this policy. This policy **shall** be included as a supplement to the agreement. Any special terms or conditions beyond the scope of this policy **shall** be stipulated in the agreement.
5. The Department *may* allow an indicator light that is intended to confirm to the driver of an emergency vehicle that the pre-emption signal has been received. The use of this device does not preclude the need of the vehicle operator to rely on the signal indications for assigned intersection right-of-way. Requests for such EVP confirmation lights *should* be reviewed on a case-by-case basis, and are subject to the following conditions:
 - a. The Department *may* deny any request for confirmation lights that it deems would have an overall negative impact on traffic safety or operations.
 - b. EVP confirmation lights **shall** only be installed at signalized intersections where:
 - i. Signal(s) on the STH system are embedded in a locally-owned system that is also equipped with confirmation lights. This implies consideration for route continuity, or
 - ii. Multiple emergency vehicles have the potential to respond on conflicting approaches and from different points of origin. These conditions will typically exist in large urban areas where there are multiple precincts in the same municipality.
6. EVP equipment that has the ability to discriminate between individual responding vehicles **shall not** be used.

7. In the event that it comes to the attention of the Department that the pre-emption is being misused, such as by unauthorized vehicles, or that the municipality is not using or intends to abandon the system, the Department *may* notify the municipality of the situation. If the matter is not resolved and corrected the Department reserves the right to set about removing the equipment. The Department will notify the municipality in writing as to its intent and give the scheduled date of removal of the equipment indicated in item 5 below.

Installation/Maintenance

1. Department forces **shall** perform the installation, maintenance, modification, or removal of the EVP system equipment that is located at the traffic signal. Generally, this equipment would include the receiving device (mounted on the mast arm or signal head), the phase selector (in the control cabinet), confirmation light, and any miscellaneous cables and wiring needed to operate and power the portion of the EVP system located at the signal.
2. The local unit will be responsible for the installation of the emitting devices in authorized vehicles.
3. The Department **shall** maintain a reasonable inventory of spare parts for the Department's selected standard equipment in order to service the EVP system equipment located at the traffic signal. If the local agency is requesting equipment other than the standard equipment, the local agency **shall be responsible for maintaining and providing** a reasonable inventory. Specify which in the agreement.
4. When notified, Department forces will respond to correct suspected failures or breakdowns, or perform requested modifications in the EVP system equipment at the traffic signal.
5. Upon the Department's request, the local unit will be responsible for verifying the working status of the EVP system by performing a "field test" using an emergency vehicle equipped with an EVP emitter device. The local unit is responsible for periodically checking the EVP equipment.
6. If used, the style and type of confirmation lights on of state- and locally-owned signals within each municipality **shall** be standardized. Confirmation Lights **shall** be a LED, 120 VAC, white, directional light that fits into a PAR 38 socket.
7. In the event of a construction project, EVP service **shall** be maintained at any intersection with permanent EVP agreements. In addition, EVP equipment may be installed, if requested by a local unit, at any additional signals within the construction project itself, or on a designated detour route in the event of a road closure.

Operation/Phase Timing

1. The Department **shall** determine the phasing and timing of the pre-emption sequencing with input from the local unit. There are three key features that must be considered when determining how the pre-emption will operate:
 - a. Left turn phasing (protected, protected/permissive, or permissive only)
 - b. Signal head configuration for left turning movement (shared vs exclusive head)
 - i. Shared heads: include both circular indications and arrow indications (used by through and turning vehicles)
 - ii. Exclusive heads: arrow indications only (used solely by turning vehicles)
 - c. Style of pre-emption sequencing (common greens vs. exclusive greens)
 - i. Common greens: indicates opposing through phases both have a green ball. The corresponding left turn phases are permissive only.
 - ii. Exclusive greens: indicates only one through movement and its corresponding left turn phase have the green ball/arrow.

2. The Department offers the following operational guidance based upon the combination of those three key features identified above:
 - a. Protected Only Left Turns
 - i. Exclusive Head
 1. **Shall** operate with exclusive greens for the safety and ease of turning of the pre-empting vehicle.
 - b. Permissive Only Left Turns
 - i. Shared Head
 1. Common greens
 - a. *May* be used.
 2. Exclusive greens
 - a. *May* be used if an all red period is introduced or a W25-2 sign is installed.
 - ii. Exclusive Head
 - a. **Shall** operate with common greens since a green left turn arrow is not available for use with exclusive greens.
 - c. Protected/Permissive Left Turns
 - i. Shared Head
 1. Common greens
 - a. *May* be used.
 2. Exclusive greens
 - a. *May* be used if an all red period is introduced or a W25-2 sign is installed.
 - ii. Exclusive Head
 1. Common greens
 - a. *May* be used.
 2. Exclusive greens
 - a. *May* be used.

3. Any exceptions to the guidance in item 2 above **shall** be included as part of the special terms or conditions of the agreement.
4. If used, the operation of confirmation lights on of state- and locally-owned signals **shall** be standardized such that the approach being preempted has a steady indication. Approaches with secondary calls **shall** flash. The flash rate **shall** not be between 5 and 30 flashes per second to avoid frequencies that might cause seizures.

Driver Training

1. The local unit **shall** be responsible for training the emergency services personnel on the proper operation of the system.
2. This training *should* provide clear understanding of these items:
 - a) The definition of an authorized emergency vehicle at the beginning of this policy.
 - b) The conditions when pre-emption *may* be used.
 - c) The use of pre-emption does not remove the responsibility of the vehicle operator from determining whether or not it is safe to enter the intersection.
 - d) The operator cannot assume that the pre-emption has gone into effect. The operator must rely on the traffic signal indication.
 - e) The proper operation of the activating device located on the vehicle.

Cost

1. The most common source of funding for a complete EVP system has been local funds or federal urban funds. However, EVP equipment at the traffic signal and installation may also be funded as part of an improvement project, provided it is incidental to the improvement. Please see Program Management Manual document 03-25-05 to determine the most appropriate source of funding.
2. The local municipality **shall** be responsible for all costs associated with the emitting devices for its authorized vehicles.
3. The Department **shall** be responsible for all material, equipment, labor, training, and incidental costs associated with maintaining, operating, modifying, or removing the EVP system at the traffic signal unless non-standard EVP system equipment is used. When non-standard equipment is installed, the local unit **shall** be the responsible for maintaining and supplying spare inventory to the Department.
4. Any cost associated with the continuance of service of an EVP system on temporary signals or on a temporary route during a construction project **shall** be borne by the project.

WISCONSIN DEPARTMENT OF TRANSPORTATION

Emergency Vehicle Pre-emption (EVP) System Agreement

This is a binding agreement between the Wisconsin Department of Transportation and the

City of Franklin

This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

STH 100(Ryan Rd) & S. 51st Street

in the City of Franklin

Description of route: Northbound, Southbound, Eastbound and Westbound

Listing of estimated number of vehicles to be outfitted: 10 (Fire) & 10 (Police)

Inventory of spare EVP equipment shall be provided by WisDOT/Local Agency.

The Department's Policy for Use of Emergency Vehicle Pre-emption (EVP) Systems at State-Owned Traffic Control Signals is hereby made a part of this agreement (copy attached). The following special terms or conditions also apply to this agreement:

ACCEPTED FOR THE CITY OF FRANKLIN

Local Government

BY _____ DATE _____

TITLE _____

APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION

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State of Wisconsin
Department of Transportation

Traffic Guidelines Manual

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| ORIGINATOR Director, Bureau of Traffic Operations | 4-2-20 |
| CHAPTER 4 | Signals |
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A. General/Purpose

The following applies to the installation and operation of Emergency Vehicle Pre-emption (EVP) systems involving traffic control signals owned and operated by the Department.

B. Policy

Statutory Provisions

347.255 Auxiliary lamps on emergency vehicles used to activate traffic control signal pre-emption devices. (1) An authorized emergency vehicle described in s.340.01 (3)(a), (c), (g) or (l) *may* be equipped and operated with lamps designed and used solely to activate official traffic control signal pre-emption devices. (2) The lamps authorized for use under this section *may* be any color and *may* be flashing, oscillating, rotating or pulsating. (3) No operator of an authorized emergency vehicle *may* use such lamps except when responding to an emergency call, when pursuing an actual or suspected violator of the law or when responding to, but not when returning from, a fire alarm.

The above does not preclude actuation by means of devices other than lamps.

Eligibility

Any local governmental unit, agency, or organization having responsibility for providing emergency services is eligible to request an EVP system.

Request Procedure

The local unit **shall** make the request in writing to the Department. The following information *should* be included in the request:

1. Location of proposed EVP systems.

2. Location of emergency facilities (fire station, police station, etc.) where vehicles will be departing and description of the route to be provided with a pre-emption system.
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4. Brand/Model of equipment being requested.

Approval

1. The Department **shall** review each request and respond in writing to the local unit as to the approval or denial of the request.
2. The Department *may* deny any request that it deems would have an overall negative impact on the traveling public.
3. If the local agency is requesting a brand/model of EVP other than the Department standard, the request must include a discussion about compatibility with neighboring agencies along the same corridor.
4. For approved requests, an official "EVP System Agreement" **shall** be prepared and approved by the Department and the local unit. Template is included at the end of this policy. This policy **shall** be included as a supplement to the agreement. Any special terms or conditions beyond the scope of this policy **shall** be stipulated in the agreement.
5. The Department *may* allow an indicator light that is intended to confirm to the driver of an emergency vehicle that the pre-emption signal has been received. The use of this device does not preclude the need of the vehicle operator to rely on the signal indications for assigned intersection right-of-way. Requests for such EVP confirmation lights *should* be reviewed on a case-by-case basis, and are subject to the following conditions:
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6. EVP equipment that has the ability to discriminate between individual responding vehicles **shall not** be used.

7. In the event that it comes to the attention of the Department that the pre-emption is being misused, such as by unauthorized vehicles, or that the municipality is not using or intends to abandon the system, the Department *may* notify the municipality of the situation. If the matter is not resolved and corrected the Department reserves the right to set about removing the equipment. The Department will notify the municipality in writing as to its intent and give the scheduled date of removal of the equipment indicated in item 5 below.

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 - b. Signal head configuration for left turning movement (shared vs exclusive head)
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 - a. *May* be used.
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WISCONSIN DEPARTMENT OF TRANSPORTATION

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State of Wisconsin
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Traffic Guidelines Manual

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| ORIGINATOR Director, Bureau of Traffic Operations | 4-2-20 |
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 2. Exclusive greens
 - a. *May* be used.

3. Any exceptions to the guidance in item 2 above **shall** be included as part of the special terms or conditions of the agreement.
4. If used, the operation of confirmation lights on of state- and locally-owned signals **shall** be standardized such that the approach being preempted has a steady indication. Approaches with secondary calls **shall** flash. The flash rate **shall** not be between 5 and 30 flashes per second to avoid frequencies that might cause seizures.

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2. This training *should* provide clear understanding of these items:
 - a) The definition of an authorized emergency vehicle at the beginning of this policy.
 - b) The conditions when pre-emption *may* be used.
 - c) The use of pre-emption does not remove the responsibility of the vehicle operator from determining whether or not it is safe to enter the intersection.
 - d) The operator cannot assume that the pre-emption has gone into effect. The operator must rely on the traffic signal indication.
 - e) The proper operation of the activating device located on the vehicle.

Cost

1. The most common source of funding for a complete EVP system has been local funds or federal urban funds. However, EVP equipment at the traffic signal and installation may also be funded as part of an improvement project, provided it is incidental to the improvement. Please see Program Management Manual document 03-25-05 to determine the most appropriate source of funding.
2. The local municipality **shall** be responsible for all costs associated with the emitting devices for its authorized vehicles.
3. The Department **shall** be responsible for all material, equipment, labor, training, and incidental costs associated with maintaining, operating, modifying, or removing the EVP system at the traffic signal unless non-standard EVP system equipment is used. When non-standard equipment is installed, the local unit **shall** be the responsible for maintaining and supplying spare inventory to the Department.
4. Any cost associated with the continuance of service of an EVP system on temporary signals or on a temporary route during a construction project **shall** be borne by the project.

WISCONSIN DEPARTMENT OF TRANSPORTATION

Emergency Vehicle Pre-emption (EVP) System Agreement

This is a binding agreement between the Wisconsin Department of Transportation and the

City of Franklin

This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

STH 100 & Speedway Dr

in the City of Franklin

Description of route: Northbound, Southbound, Eastbound and Westbound

Listing of estimated number of vehicles to be outfitted: 10 (Fire) & 10 (Police)

Inventory of spare EVP equipment shall be provided by WisDOT/Local Agency.

The Department's Policy for Use of Emergency Vehicle Pre-emption (EVP) Systems at State-Owned Traffic Control Signals is hereby made a part of this agreement (copy attached). The following special terms or conditions also apply to this agreement:

ACCEPTED FOR THE CITY OF FRANKLIN

Local Government

BY _____ DATE _____

TITLE _____

APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION

BY _____ DATE _____

TITLE _____



State of Wisconsin
Department of Transportation

Traffic Guidelines Manual

| | | |
|--|-------------------------------|--------|
| ORIGINATOR Director, Bureau of Traffic Operations | | 4-2-20 |
| CHAPTER 4 | Signals | |
| SECTION 2 | Traffic Control Signals | |
| SUBJECT 20 | Emergency Vehicle Pre-emption | |

A. General/Purpose

The following applies to the installation and operation of Emergency Vehicle Pre-emption (EVP) systems involving traffic control signals owned and operated by the Department.

B. Policy

Statutory Provisions

347.255 Auxiliary lamps on emergency vehicles used to activate traffic control signal pre-emption devices. (1) An authorized emergency vehicle described in s.340.01 (3)(a), (c), (g) or (l) *may* be equipped and operated with lamps designed and used solely to activate official traffic control signal pre-emption devices. (2) The lamps authorized for use under this section *may* be any color and *may* be flashing, oscillating, rotating or pulsating. (3) No operator of an authorized emergency vehicle *may* use such lamps except when responding to an emergency call, when pursuing an actual or suspected violator of the law or when responding to, but not when returning from, a fire alarm.

The above does not preclude actuation by means of devices other than lamps.

Eligibility

Any local governmental unit, agency, or organization having responsibility for providing emergency services is eligible to request an EVP system.

Request Procedure

The local unit **shall** make the request in writing to the Department. The following information *should* be included in the request:

1. Location of proposed EVP systems.

2. Location of emergency facilities (fire station, police station, etc.) where vehicles will be departing and description of the route to be provided with a pre-emption system.
3. Listing or estimate of number of vehicles to be outfitted.
4. Brand/Model of equipment being requested.

Approval

1. The Department **shall** review each request and respond in writing to the local unit as to the approval or denial of the request.
2. The Department *may* deny any request that it deems would have an overall negative impact on the traveling public.
3. If the local agency is requesting a brand/model of EVP other than the Department standard, the request must include a discussion about compatibility with neighboring agencies along the same corridor.
4. For approved requests, an official "EVP System Agreement" **shall** be prepared and approved by the Department and the local unit. Template is included at the end of this policy. This policy **shall** be included as a supplement to the agreement. Any special terms or conditions beyond the scope of this policy **shall** be stipulated in the agreement.
5. The Department *may* allow an indicator light that is intended to confirm to the driver of an emergency vehicle that the pre-emption signal has been received. The use of this device does not preclude the need of the vehicle operator to rely on the signal indications for assigned intersection right-of-way. Requests for such EVP confirmation lights *should* be reviewed on a case-by-case basis, and are subject to the following conditions:
 - a. The Department *may* deny any request for confirmation lights that it deems would have an overall negative impact on traffic safety or operations.
 - b. EVP confirmation lights **shall** only be installed at signalized intersections where:
 - i. Signal(s) on the STH system are embedded in a locally-owned system that is also equipped with confirmation lights. This implies consideration for route continuity, or
 - ii. Multiple emergency vehicles have the potential to respond on conflicting approaches and from different points of origin. These conditions will typically exist in large urban areas where there are multiple precincts in the same municipality.
6. EVP equipment that has the ability to discriminate between individual responding vehicles **shall not** be used.

7. In the event that it comes to the attention of the Department that the pre-emption is being misused, such as by unauthorized vehicles, or that the municipality is not using or intends to abandon the system, the Department *may* notify the municipality of the situation. If the matter is not resolved and corrected the Department reserves the right to set about removing the equipment. The Department will notify the municipality in writing as to its intent and give the scheduled date of removal of the equipment indicated in item 5 below.

Installation/Maintenance

1. Department forces **shall** perform the installation, maintenance, modification, or removal of the EVP system equipment that is located at the traffic signal. Generally, this equipment would include the receiving device (mounted on the mast arm or signal head), the phase selector (in the control cabinet), confirmation light, and any miscellaneous cables and wiring needed to operate and power the portion of the EVP system located at the signal.
2. The local unit will be responsible for the installation of the emitting devices in authorized vehicles.
3. The Department **shall** maintain a reasonable inventory of spare parts for the Department's selected standard equipment in order to service the EVP system equipment located at the traffic signal. If the local agency is requesting equipment other than the standard equipment, the local agency **shall be responsible for maintaining and providing** a reasonable inventory. Specify which in the agreement.
4. When notified, Department forces will respond to correct suspected failures or breakdowns, or perform requested modifications in the EVP system equipment at the traffic signal.
5. Upon the Department's request, the local unit will be responsible for verifying the working status of the EVP system by performing a "field test" using an emergency vehicle equipped with an EVP emitter device. The local unit is responsible for periodically checking the EVP equipment.
6. If used, the style and type of confirmation lights on of state- and locally-owned signals within each municipality **shall** be standardized. Confirmation Lights **shall** be a LED, 120 VAC, white, directional light that fits into a PAR 38 socket.
7. In the event of a construction project, EVP service **shall** be maintained at any intersection with permanent EVP agreements. In addition, EVP equipment may be installed, if requested by a local unit, at any additional signals within the construction project itself, or on a designated detour route in the event of a road closure.

Operation/Phase Timing

1. The Department **shall** determine the phasing and timing of the pre-emption sequencing with input from the local unit. There are three key features that must be considered when determining how the pre-emption will operate:
 - a. Left turn phasing (protected, protected/permissive, or permissive only)
 - b. Signal head configuration for left turning movement (shared vs exclusive head)
 - i. Shared heads: include both circular indications and arrow indications (used by through and turning vehicles)
 - ii. Exclusive heads: arrow indications only (used solely by turning vehicles)
 - c. Style of pre-emption sequencing (common greens vs. exclusive greens)
 - i. Common greens: indicates opposing through phases both have a green ball. The corresponding left turn phases are permissive only.
 - ii. Exclusive greens: indicates only one through movement and its corresponding left turn phase have the green ball/arrow.

2. The Department offers the following operational guidance based upon the combination of those three key features identified above:
 - a. Protected Only Left Turns
 - i. Exclusive Head
 1. **Shall** operate with exclusive greens for the safety and ease of turning of the pre-empting vehicle.
 - b. Permissive Only Left Turns
 - i. Shared Head
 1. Common greens
 - a. *May* be used.
 2. Exclusive greens
 - a. *May* be used if an all red period is introduced or a W25-2 sign is installed.
 - ii. Exclusive Head
 - a. **Shall** operate with common greens since a green left turn arrow is not available for use with exclusive greens.
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Cost

1. The most common source of funding for a complete EVP system has been local funds or federal urban funds. However, EVP equipment at the traffic signal and installation may also be funded as part of an improvement project, provided it is incidental to the improvement. Please see Program Management Manual document 03-25-05 to determine the most appropriate source of funding.
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WISCONSIN DEPARTMENT OF TRANSPORTATION

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This agreement stipulates the terms and conditions for use of Emergency Vehicle Pre-emption (EVP) systems at the state-owned traffic control signal located at the intersection of

USH 45/STH 100 & Wyndham N. Entrance

in the City of Franklin

Description of route: Northbound, Southbound and Westbound

Listing of estimated number of vehicles to be outfitted: 10 (Fire) & 10 (Police)

Inventory of spare EVP equipment shall be provided by WisDOT Local Agency.

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ACCEPTED FOR THE CITY OF FRANKLIN

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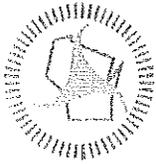
BY _____ DATE _____

TITLE _____

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Traffic Guidelines Manual

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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE 11/01/2016 |
| Reports & Recommendations | AMENDMENT NUMBER ONE TO FUNDING AGREEMENT FR01 WITH MILWAUKEE METROPOLITAN SEWERAGE DISTRICT | ITEM NO. <i>G.7.</i> |

BACKGROUND

Milwaukee Metropolitan Sewerage District (MMSD) has a program by which the City of Franklin can use MMSD funds to address Private Property Inflow And Infiltration (PPII) issues. In March 2012, the City signed a Funding Agreement to address the Rawson Homes Subdivision (S. 37th Place and S. 36th Street south of Rawson Avenue). The work for this initial phase included areas north of W. Madison Avenue.

This work has been completed for some time, and this funding agreement is the final accounting for the project(s).

ANALYSIS

The initial project estimate was to receive \$72,500 in costs for the PPII work with an additional \$7,500 for lateral rehabilitation work. Those costs already received by the City were \$\$95,685.99 and \$5,455 respectively.

Staff has worked with MMSD over the past six months to validate the accounting for these projects.

OPTIONS

Sign funding agreement so that this project may be closed with MMSD.

FISCAL NOTE

No Fiscal impact since the monies have already been expended and reimbursed.

RECOMMENDATION

Motion to sign amendment number one to funding agreement FR01 with Milwaukee Metropolitan Sewerage District

Engineering: GEM



RECEIVED

OCT 24 2016

City of Franklin
Engineering Department

October 20, 2016

Mr. Glen Morrow, P.E.
City Engineer
City of Franklin
9229 West Loomis Road
Franklin, WI 5312

Subject: Amendment 1, Funding Agreement FR01

Mr. Morrow,

Enclosed are two copies of Funding Agreement FR01 under the District Private Property Inflow and Infiltration Reduction Program. If acceptable, please complete City endorsements and return all copies. Completed originals will be returned for your files once all signatures are complete. Please contact me at 414.225.2161 or jflogel@mmsd.com if you have any questions.

Sincerely,

Jerome Flogel, P.E.
Senior Project Manager

Enclosure

JF

Amendment Number One

Funding Agreement FR01

This Amendment Number One is made to Funding Agreement FR01 ("Agreement") between the Milwaukee Metropolitan Sewerage District ("District"), with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of Franklin (Municipality), with its municipal offices at 9229 West Loomis Road, Franklin, Wisconsin 53132.

Municipality and District agree to amend the Agreement as follows:

Article 1, District Funding, is changed to replace "\$72,500" with "\$95,685.99" for costs related to private property I/I control work excluding lateral rehabilitation, reflecting an increase of \$23,185.99 in the amount of funding representing the final cost of work completed.

Further, Article 1, District Funding, is changed to replace "\$7,500" with "\$5,455" for costs related to private property lateral rehabilitation, reflecting a decrease of \$2,045 in the amount of funding representing the final cost of work completed.

Further, the Scope of Work in Attachment A is revised as follows. The length of time for flow metering was extended by eight weeks with analysis and reporting level of effort increasing proportionally. The lateral rehabilitation at 7333 S. 36th was determined to be deficient and the cost of correction was deducted from the requested reimbursement amount.

All other provisions of the Agreement, as amended, shall remain in full force and effect.

**MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT**

CITY OF FRANKLIN

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Steve Olson
Mayor

Date: _____

Date: _____

Clerk: _____
Sandra Wesolowski

Approved as to form:

Attorney for the District

Amendment Number One

Funding Agreement FR01

This Amendment Number One is made to Funding Agreement FR01 ("Agreement") between the Milwaukee Metropolitan Sewerage District ("District"), with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446, and the City of Franklin (Municipality), with its municipal offices at 9229 West Loomis Road, Franklin, Wisconsin 53132.

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DISTRICT**

CITY OF FRANKLIN

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Kevin L. Shafer, P.E.
Executive Director

By: _____
Steve Olson
Mayor

Date: _____

Date: _____

Clerk: _____
Sandra Wesolowski

Approved as to form:

Attorney for the District

Funding Agreement

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Franklin (Municipality), with its municipal offices at 9229 West Loomis Road, Franklin, Wisconsin 53132.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration") and stormwater also enters lateral sewers from foundation drains, improper connections and other sources ("inflow"); infiltration and inflow increases the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District wishes to fund measures to reduce I/I from private property.

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall end when the Municipality receives final payment from the District; or when this Agreement is otherwise terminated as set forth herein.

2. District Funding

The District shall reimburse the Municipality for \$72,500 in costs for the private property I/I control work described in Attachment A ("the Work") excluding work completed for the lateral rehabilitation.. The District funding shall be provided as a reimbursement upon completion of the Work. An additional \$7,500 of reimbursement for the completed lateral rehabilitation work is contingent on the requirements detailed in Deliverables. Beyond the financial support for the Work, the District shall have no involvement in ownership, construction, maintenance or operation of the Work. The Municipality shall identify the District as a funder in informational literature and signage.

3. Procedure for Payment

The Municipality shall submit an invoice to the District not more often than monthly for the amount to be reimbursed. The invoice should include a documentation of all costs to be reimbursed. Invoices from consultants shall provide the hourly billing rates, if applicable, the hours worked by individuals, and a summary of the tasks accomplished.

Reports and invoices shall be submitted to:

Jerome Fogel, P.E.
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

Final reimbursement will not be provided until the project is complete and the Deliverables identified in Attachment A have been received.

4. Changes in Work and Modifications to the Agreement

Any changes to the Work must be approved by the District, in writing, in advance. The District may not reimburse for work that is not included in Attachment A unless prior written approval from the District is obtained.

This Agreement may be modified only by a writing signed by both parties.

5. Ongoing Reporting Obligation

For a period of five years following the completion of the Work, the Municipality agrees to report to the District any problems which may arise with the completed Work. This information may be used by the District in planning future I/I reduction efforts.

6. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

7. Public Bidding

In addition to the statutory requirements applicable to the Municipality, any work done and any purchases of materials and supplies involving an expenditure of greater than \$25,000 shall be subject to public bidding, with a contract awarded to the lowest responsible bidder complying with the invitation to bid.

8. Responsibility for Work, Insurance and Indemnification

The Municipality is solely responsible for planning, design, construction and maintenance of the Work, including the selection and payment of consultants, contractors, and materials. The Municipality is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District shall not provide any insurance coverage of any kind for the Work or the Municipality.

The Municipality shall defend, indemnify and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability and expense whatsoever (including attorneys fees and related disbursements) arising from or connected with the planning, design, construction, operation or maintenance of the Work.

9. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time, but will not receive any payment from the District if the Work is not completed.

10. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

11. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

12. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

13. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

14. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement;
or
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

15. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have authority to enter into contracts on the District's behalf.

16. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

17. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

**MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT**

CITY OF FRANKLIN

By: *Kevin L. Shafer*
Kevin L. Shafer, P.E.
Executive Director

By: *Thomas M. Taylor*
Thomas M. Taylor
Mayor

Date: 3/21/12

Date: 03/12/2012

Approved as to form:
Andrew G. Glin
Attorney for the District

City Clerk:
Sandra L. Wesolowski
Sandra Wesolowski



Attachment A
Franklin Funding Agreement #1
Scope of Work

1. Background Information.

The City of Franklin sanitary sewer system is relatively new when compared to the 28 other communities in the District. The District first provided sanitary sewer service to Franklin in early 1970 with the completion of the interceptor that generally follows the Root River to W. Ryan Road (S.T.H. 100) and then flows to the east along W. Ryan Road.

Prior to the District's extension of sanitary sewer service to Franklin, three areas were developed with private sewerage treatment plants: (1) Rawson Homes Subdivision (S. 37th Place and S. 36th Street south of W. Rawson Avenue) was developed during the mid 1950's and have the oldest sanitary sewers in the City; (2) Phase I of the Mission Mills Subdivision (S. Mission Drive both north and south of W. Church Street and connecting streets to S. Mission Drive) was developed in the mid 1960's and (3) Phase I of the Root River Heights Subdivision (S. 60th, S. 59th and S. 58th Street south of W. Drexel Avenue) which also was developed in the mid 1960's and the only area in the City that has sanitary sewers were installed along the rear lot lines. A small area in the northeast corner of the City was provided sanitary sewer service in 1974 from a sanitary sewer located in the City of Milwaukee which serves the two mobile home parks south of W. College Avenue west of S. 27th Street.

The first major sanitary sewer project constructed by the City was the East Central Sanitary Sewer project that was constructed in 1970 and serves the general area west of S. 27th Street to S. 47th Street and from W. Ryan Road to W. Acre Avenue. Over the last four decades many sanitary sewer projects were constructed until at the present time, all but 4.26 percent of the City's population is served by sanitary sewers (over 95 percent of the City's population now has sanitary sewer service). The City sanitary sewer system consists of 1,011,186 feet or 191.5 miles of sanitary sewers ranging from 8 inch diameter to 36 inch diameter which has 4,570 manholes. Beginning with the mid 1960's, all sanitary sewer installations were inspected by full time on-site inspections. During the early years, the District provided inspection services and when the District discontinued providing communities with inspection services, the City employed consulting engineering firms to provide full time on-site inspections.

The private laterals were permitted and inspected by the City's plumbing inspector. Until 1991 the City employed a part-time plumbing inspector who worked under the direction of the Mayor and then a plumbing contractor which provided part-time plumbing inspection. During the years of part-time inspection of laterals, the actual condition of the laterals is unknown as the inspection was not continuous and in many cases handled after normal work hours.

The likelihood of finding foundation drains connected to the sanitary sewer system in the City of Franklin is very unlikely as beginning in 1954 the state plumbing did not allow foundation drains to be connected to the sanitary sewer system and the oldest sanitary sewers were installed in or after 1955. Homes constructed prior to 1955 were served by private onsite systems and were required to comply with the plumbing code when connecting to the sanitary sewer. Also, it is anticipated that very few if any downspouts from roof gutters are connected to the sanitary sewer system as smoke testing in the 1990's confirmed that smoke was not coming from roof tops. This is not the case with many of the older communities within the District.

It is the opinion of staff after living with the City Sanitary Sewer System for over four decades that the private laterals in the older developments are most likely to have leaky private laterals as the materials, installation techniques and inspection improved each year. Staff has observed through closed circuit television that root problems have developed in the older lateral system which is an indication of leaky laterals.

2. Description of Work to be Performed Including Strategies and Methods.

Based on staff's experience with the City's sanitary sewer system (City Engineer 42 years and Sewer and Water Superintendent 38 years) it is our recommendation that the "PP/II" program - the private lateral rehabilitation be centered around the oldest sanitary sewer system as they are more likely to have leaky laterals, and roots have been observed by closed circuit television in many of the older laterals which indicate leaks. (Note: Staff has a closed circuit main line camera and a camera that can travel within the sanitary sewer main line which will provide the viewing of the actual lateral all the way to the building foundation).

The most cost effective method to determine if an area has leaky sanitary sewers or sanitary sewer laterals is to meter small areas that flow into a specific area that can be metered. Staff has already begun metering the oldest sanitary sewers in the City located in the Rawson Homes Subdivision as follows: (1) S. 37th Place between W. Rawson Avenue and W. Madison Boulevard metered in the spring of 2010, (2) the area of S. 36th Street north of Madison Boulevard and the area of S. 36th Street and S. 37th Place south of W. Madison Boulevard metered in the spring of 2011. The result of the metering of Rawson Homes indicates a relatively high level of leaky laterals.

It is recommended that the next older sanitary sewer system, the first phases of Mission Hills and Root River Heights sanitary sewers that were installed in the mid 1960's be metered in six locations in the spring of 2012 to determine if these systems have a clear water problem. The metering would be performed during a three month period during the months of April, May and June. If Mission Hills and/or Root River Heights indicate high levels of inflow and infiltration, the next oldest in the East Central System would be recommended for flow metering.

As staff has identified that the Rawson Homes Subdivision has leaky laterals from the evidence of a root problem in the laterals and the high clear water flow that was metered during rain events, it is recommended that a pilot or demonstration program be developed to correct the leaky laterals on S. 37th Place from W. Rawson Avenue to W. Madison Boulevard. This area of 33 homes was selected as 2/3 of the homes do not have basements, the mainline sanitary sewers are transit pipe with long laying length, and the sanitary sewers are very shallow (5 to 6 feet deep) which should provide least costly rehabilitation process.

The pilot or demonstration project would be completed to ascertain if it is cost effective to rehabilitate the laterals, if the rehabilitation is accepted by the majority of property owners, and if the District's funding is sufficient for the total City. A brief description of the proposed project is as follows:

- A. A public relations program would need to be developed as it will be necessary to obtain the permission of the 33 property owners to enter their property to conduct tests and rehabilitation of their laterals
 - B. That with the property owner's permission, the plumbing inspector inspects the eleven (11) homes with basements.
 - C. That, with the property owner's permission, a private sewer contractor would be hired to root cut and clean approximately ten laterals that were clogged with roots during an initial CCTV inspection.
 - D. That, with the property owner's permission, dye would be injected on top of the lateral (at three locations - one at the bottom of the ditch, one near the foundation of the home and one in the middle between the first two).
 - E. That, with the aid of closed circuit television in the main line sanitary sewer, the flow of the dye water that enters a lateral would be observed for each of the 33 laterals.
 - F. The result of the dye study will be reviewed by the consultant, and a recommendation made as to the action to be taken, if any, on each lateral.
3. **Reimbursement of sewer relining cost of \$7,500 at 7333 South 37th Street located in the Rawson Homes Subdivision (see attached documentation).**

This Work Plan includes the investigation work to inspect the interior and exterior of 33 properties on 37th Place, the root cutting and cleaning of ten laterals that were clogged during an initial CCTV screening, the dye testing and televising of 33 private laterals, the benchmark flow monitoring at six locations in the City's oldest subdivisions and the reimbursement of \$7,500 to reline a lateral at 7333 South 36th Street.

4. Public Information and Education (I&E) Plan.

The City will take the lead in the I&E Program. They will be assisted by the Ruckert/Mielke Project Manager and Mr. Tom Feiza (Mr. Fix-It) at a neighborhood meeting. A letter will be sent to each homeowner seeking their cooperation and access to inspect their property and sewer

lateral. The City also anticipates using some of the I&E material already prepared by the MMSD.

5. Cost Estimate of Work.

Staff has negotiated a proposal with Ruekert/Mielke and have compared costs with the costs provided to the District and have found them very comparable. It has also negotiated a contract with Visu-Sewer to perform the closed circuit television, dye flooding and ditch flooding. The costs submitted are unit costs and the estimated expenditures for the pilot or demonstration program are as follows:

| | | |
|--|---|-----------------|
| A. <u>Ruekert/Mielke</u> | | |
| 1. Lateral inspection and external house inspection | | |
| 33 @ \$125 each ----- | \$ 4,125 | |
| 2. Summary of inspection report | | |
| 33 @ \$25/each----- | 825 | |
| 3. Prepare MMSD work plan, administration and | | |
| one staff meeting----- | 3,500 | |
| 4. Review lateral inspection and recommend rehabilitation method | | |
| 33 @ \$25/house----- | 825 | |
| | <u>Subtotal for pilot study:</u> | \$ 9,275 |
| 5. Flow Metering in Root River Heights and Mission Hills | | |
| (3 meters each) | | |
| 6 meters for 12 weeks @ \$400/meter week----- | \$28,800 | |
| Reports of results @ \$500/meter----- | 3,000 | |
| | <u>Subtotal for metering:</u> | \$31,800 |
| | <u>TOTAL Pilot Study and Metering:</u> | \$41,075 |
| | | |
| B. Visu-Sewer | | |
| 1. Camera set-up in five manholes @ \$350/each----- | \$ 1,750 | |
| 2. Set-up camera to launch in lateral 33 @ \$190/each----- | 6,270 | |
| 3. Camera inspection of lateral | | |
| @ 0.75/ft. (33 laterals @ 60 Ft.)----- | 1,485 | |
| 4. Lateral dye injection, 3 per lateral | | |
| 33 laterals @ \$250/each----- | 8,250 | |
| 5. Sonde location of laterals | | |
| 33 @ \$125/each ----- | 4,125 | |
| | <u>TOTAL for pilot study:</u> | <u>\$21,880</u> |
| | <u>TOTAL COST for Ruekert/Mielke and Visu-Sewer</u> | <u>\$62,955</u> |

In addition to the above cost, it is estimated that in order to run a camera through each lateral, some laterals may require root cutting - estimate about 10 @ \$350/lateral or \$3,500. Also, some consulting time may be necessary for public information to create brochures and exhibits -

estimate \$5,000. The building inspection's plumbing inspector will make the inside inspections of the eleven homes with basements. It is estimated that the eleven inspections would take two hours each for 22 hours at \$46.30 per hour including benefits or a billable cost to the District of \$1,018.60 - use \$1,020.

Sewer lateral relining cost at 7333 S. 36th Street \$7,500.00

The total project cost is estimated as follows:

| | |
|---------------------|-----------------|
| A. Consultant fees | \$62,955 |
| B. Lateral cleaning | 3,500 |
| C. Public relations | 5,000 |
| D. Inspection | 1,020 |
| E. Lateral relining | <u>7,500</u> |
| TOTAL | <u>\$79,975</u> |

6. Schedule of Work

- Flow Monitoring
April - June 2012
- Internal House Inspections
May - June 2012
- Sewer Lateral Dye Testing and CCTV
May - June 2012
- External House Inspections
May - June 2012
- Final Report with Recommendation and Estimate of Costs
July 2012
- Public Relations
March - July 2012

7. MMSD Reimbursement Requests

| | February | March | April | May | June | July |
|----------------------------|----------|---------|----------|----------|----------|---------|
| Work Plan & Admin. | 2,500 | | | 500 | | 500 |
| Flow Monitoring | | | 10,000 | 10,000 | 8,800 | 3,000 |
| Public Relations | 3,000 | 1,000 | | | | 1,000 |
| Lateral Reimbursement | 7,500 | | | | | |
| Internal House Inspections | | | | | 1,020 | |
| External House Inspection | | | | | 4,950 | |
| Lateral Cleaning | | | | 3,500 | | |
| Lateral Dye and TV | | | | 10,000 | 11,800 | |
| | \$13,000 | \$1,000 | \$10,000 | \$24,000 | \$26,650 | \$4,500 |

8. Procurement Process

- Investigative Work - The City interviewed six firms for the engineering and inspection work and selected Ruckert & Mielke, Inc. and Visu-Sewer using the QBS process.
- Sewer Cleaning - Quotes will be obtained from local plumbing contractors.
- Sewer Relining - Homeowner selected Badger Plumbing and Excavation

9. Data Collection

- Sewer CCTV - Recorded in a log book and on digital video media.
- External House Inspection - recorded in digital file using eFields™ .
- Internal House Inspection - Recorded on paper forms.
- Flow Monitoring - Recorded in digital file.

10. Goals and Anticipated Outcomes

ANALYSIS

It is staff's recommendation that the City participate in the private property inflow and infiltration (PP/II) program that has been established and funded by the District. The proposed program would look at the oldest sanitary sewers and laterals to determine areas that have potential for excessive clean water from entering the sanitary sewer system. These areas can initially be identified through metering sections of the sanitary sewer system. It is staff's recommendation to proceed until excessive clear water is not found.

At the same time, funds are available to solve local drainage problems on private property on which water has entered the basement of homes or has the potential of entering basements of homes. This work will proceed in subsequent phases.

OPTIONS

Proceed on a pilot project to identify laterals that require rehabilitation and bring that information back to the Common Council for the review and action prior to proceeding with any construction of lateral rehabilitation. At the same time, through metering, obtain a better understanding how wide spread lateral rehabilitation is needed. Also, to proceed to identify areas with private property drainage problems where clear water enters basements.

It is also anticipated that the I&E Program will make the public aware of the consequences of PPII.

11. Content of Project Completion Report

- Internal House Inspection Reports and Findings
- External House Inspection Reports and Findings

- Flow Monitor Summary Report and Findings
- Lateral CCTV Logs and Findings
- Cost Estimates to Fix Defects
- Summary of Results, Defect Scoring, Recommendation of Cost Effective Repairs and Flow Summary Analysis

12. Photo/Video Documentation

Digital files will be prepared for all phases of the work with the exception of the internal house inspections.

13. Maps and Attachments. (See Attached)

14. Deliverables

1. Notification of and opportunity for participation in project related meetings including public meetings, contractor meetings, and Council meetings.
2. Samples of public outreach materials including notification letters, consent agreements, and general information materials.
3. The City will provide a summary report to the District consisting of:
 - a. Spreadsheet list of properties included in the project with tax id, address, and columns indicating which work tasks were applied to each property. (house inspection, lateral inspected, and defects found.)
 - b. Digital data or subset of data (including photos) as desired by the District,
 - c. Property rehabilitation recommendations and cost estimates.
 - d. Summary of public outreach and education program including strategies for success and response rate.
 - e. Flow monitoring results and interpretation.
 - f. Lessons learned including field work activities, planning/design process, and public outreach and education efforts.
4. Completed Lateral Rehabilitation work
 - a. Evidence of the pre work condition of the lateral as contributing clear water to the system
 - b. Verification of the completed work satisfactory to City standards , State codes, and the goal of eliminating clear water from the system.
 - c. Conclusion upon completion of the investigative work in the surrounding target area that the rehabilitation completed is consistent in methods and cost with the recommendations by the Engineer for the adjacent properties.



March 13, 2012

Milwaukee Metropolitan Sewerage District
Attn: Jeremy Fogel
260 West Seeboth Street
Milwaukee, WI 53204

Dear Mr. Fogel:

At their March 6, 2012 meeting the Common Council adopted Resolution No. 2012-6787 authorizing certain officials to execute a private property infiltration and inflow reduction funding agreement (city wide) with Milwaukee Metropolitan Sewerage District. A copy of this resolution is enclosed.

Also enclosed are two originally signed funding agreements. After Mr. Shafer and your attorney have execute both, return one to this office and retain one for your office.

If you have any questions do not hesitate to contact this office.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Jodi Vanden Boom".

Jodi Vanden Boom
Deputy City Clerk

/jv

Enclosures

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012 - 6787

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION FUNDING
AGREEMENT (CITY WIDE) WITH MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

WHEREAS, the Common Council at its regular meeting on December 20, 2011 entered into an agreement with Ruekert-Mielke consulting firm and Visu-Sewer to complete the private property infiltration and inflow reduction program; and

WHEREAS, as part of the consulting duties, a program was to be developed and presented to the Milwaukee Metropolitan Sewerage District for approval; and

WHEREAS, the attached agreement is a result of the City's submittal of the program.

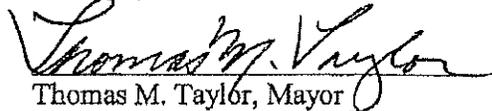
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the private property infiltration and inflow reduction funding agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to send a signed copy of the private property infiltration and inflow reduction funding agreement to the Milwaukee Metropolitan Sewerage District.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this
6th day of March, 2012 by Alderman Solomon.

PASSED and approved by the Common Council of the City of Franklin this
6th day of March, 2012.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0



ROUTING REQUEST

② TO: E.D.

SUBJECT: Franklin PPI/E Workplan F.A.

ACTION REQUIRED: Signature

FOR ALL ITEMS REQUIRING THE EXECUTIVE DIRECTOR'S ACTION OR SIGNATURE:

It is the responsibility of the Director of the originating division to ensure that all necessary signatures are obtained prior to forwarding to the Executive Director.

| Originating Division | Cost Center Manager | Division Director | Date |
|-----------------------------|---------------------|-------------------|----------------|
| Communications | _____ | _____ | _____ |
| Budget & Financial Planning | _____ | _____ | _____ |
| Planning & Eval. | _____ | _____ | _____ |
| Finance & Admin. | _____ | _____ | _____ |
| Information Tech. | _____ | _____ | _____ |
| Procurement | _____ | _____ | _____ |
| Human Resources | _____ | _____ | _____ |
| ① Legal Services | <u>Katherine</u> | <u>Lydia</u> | <u>3/21/12</u> |
| Operations | _____ | _____ | _____ |
| Cont. Compliance | _____ | _____ | _____ |
| Tech. Services | _____ | _____ | _____ |
| ③ Other | <u>Jerome</u> | _____ | _____ |

3336
88321-1W 1/98

| | | |
|------------------------------|--|-------------------------|
| <i>Slw</i> APPROVAL | REQUEST FOR COUNCIL ACTION | MTG. DATE 11/01/16 |
| Reports & Recommendations | AN ORDINANCE TO AMEND §245 OF THE MUNICIPAL CODE, "WEIGHT LIMITS AND HEAVY TRAFFIC ROUTES," PERTAINING TO THE JURISDICTIONAL TRANSFER OF CERTAIN COUNTY TRUNK HIGHWAYS TO THE CITY OF FRANKLIN | ITEM NO. <i>G.8.</i> |

BACKGROUND

In 2016, the City of Franklin accepted CTH "A"- aka S. 68th Street and CTH "J"- aka S. North Cape Road from Milwaukee County. The Municipal Code references CTH "A" and CTH "J". Note that CTH "MM"- aka W. St. Martins Road is under a reconstruction by Milwaukee County and a similar ordinance will need to occur when that road is transferred to the City.

ANALYSIS

§245-2 references speed limit for on S. 68th Street from Loomis Road to CTH "A." The change will extend the speed limit to W. Ryan Road.

§245-3.A references designation of through highways. CTH "A" needs to be replaced with S. 68th Street.

§245-6.A.(2) defines Class B highways owned by the County. "A" and CTH "J" need to be removed from the list.

§245-6.C.(1)(b) lists heavy traffic routes owned by the County. "A" and CTH "J" need to be removed from list. This will impose a lower weight restriction on these two roads as described in §245-6.C.(2).

On October 11, 2016, the Board of Public Works discussed weight limits and recommended to Council that "No Trucks" signs be posted on both ends of S. North Cape Road and also S. 68th Street.

OPTIONS

Pass Ordinance; or
 Table

FISCAL NOTE

There is no fiscal impact regarding this ordinance change. Other fiscal changes related to the jurisdictional transfer have been discussed in previous Common Council Action items.

RECOMMENDATION

Motion to adopt ordinance No. _____ to amend §245 of the Municipal Code, "weight limits and heavy traffic routes," pertaining to the jurisdictional transfer of certain County Trunk Highways to the City of Franklin.

Engineering: GEM

ORDINANCE NO. 2016-____

AN ORDINANCE TO AMEND §245 OF THE MUNICIPAL CODE, "WEIGHT LIMITS AND HEAVY TRAFFIC ROUTES", PERTAINING TO THE JURISDICTIONAL TRANSFER OF CERTAIN COUNTY TRUNK HIGHWAYS TO THE CITY OF FRANKLIN

WHEREAS, Milwaukee County is in the process of jurisdictionally transferring County Trunk Highways "MM," "A," and "J" to the City of Franklin, and;

WHEREAS, the City of Franklin Municipal Code must be amended to reflect this transfer, and;

WHEREAS, the Common Council having found and determined that such amendment as recommended was reasonable, necessary, and in the public interest.

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

SECTION 1: §245-2. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows:

Replace "CTH "A"" with "W. Ryan Road."

SECTION 2: §245-3.A. Of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows (additions double underlined, deletions in strikethrough):

A. In the interest of public safety and pursuant to § 349.07, Wis. Stats., the following streets or portions thereof are declared to be through highways, and traffic signs and signals giving notice thereof shall be erected by the Department of Public Works in accordance with § 245-9 of this chapter:

| Name of Street | Limits |
|-----------------------|--|
| College Avenue | From the west City limits to the west curbline of STH 41 |
| County Line Road | From the west curbline of STH 41 to and including the east curbline of S. 60th Street, and from the west curbline of S. 76th Street to and including the east curbline of S. 124th |

| Name of Street | Limits |
|--|---|
| Drexel Avenue | From the west curblineline of STH 41 to and including the east curblineline of STH 36 |
| Oakwood Road | From the west curblineline of STH 41 to and including the east curblineline of STH 45 |
| Puetz Road [Amended 8-3-1999 by Ord. No. 99-1569] | From the 4200 Block to and including the east curblineline of STH 100 |
| S. 51st Street | From the north City limits to and including the north curblineline of STH 100 |
| S. 60th Street | From the south curblineline of STH 100 to and including the north curblineline of the County Line Road |
| S. 68th Street | From the north City limits to and including the end of CTH "A" <u>S. 68th Street</u> |
| S. 92nd Street | From the south curblineline of STH 100 to and including the north curblineline of the County Line Road |
| S. 112th Street | From the south curblineline of W. Ryan Road to and including the north curblineline of County Line Road |
| S. 116th Street | From the north curblineline of W. Ryan Road to and including the south curblineline of CTH "MM" <u>W. St. Martins Road</u> |
| W. Church St. | From the west curblineline of STH 100 to S. Mission Drive, except that the speed limit shall be 30 miles per hour, and from S. Mission Drive to the east curblineline of CTH "MM" (W. St. Martins Road) shall be 25 miles per hour |
| W. Ryan Road | From the west curblineline of STH 36 to and including the west county line |

SECTION 3: §245-4. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows:

Delete: "(CTH "MM")"

SECTION 4: §245-6.A.(2) Of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows (additions double underlined, deletions strikethrough):

(2) The following county highways, unless otherwise designated by the County Board:

(a) County Trunk Highway "BB."

~~(b) County Trunk Highway "MM."~~

~~(c) County Trunk Highway "J."~~

~~(d)~~(b) County Trunk Highway "OO."

~~(e)~~(c) County Trunk Highway "H."

~~(f) County Trunk Highway "A."~~

~~(g)~~(d) County Trunk Highway "U."

SECTION 5: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 6: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

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

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

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|------------------------------|----------------------------|----------------------------|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 11/01/2016 |
| REPORTS & RECOMMENDATIONS | DPW AUCTION ACTIVITY | ITEM NUMBER <i>G.9.</i> |

BACKGROUND

DPW has submitted a budget for 2017 and it includes several equipment purchases. Although not officially adopted, there has been no expressed concern about any of the equipment that DPW is proposing to purchase.

WisconsinSurplus.com is an auction site that DPW has used to dispose of equipment- but has never used to purchase equipment. There is a piece of equipment that DPW would like to purchase with 2017 funds and auction will end before the Common Council meeting Tuesday evening.

In compliance with Wisconsin Statutes on open meetings, Staff did solicit input from Mayor, all Aldermen, and the Board of Public Works Chairman.

ANALYSIS

Given the nature of a competitive bidding auction activity, more details and analysis will be presented at the Common Council meeting.

OPTIONS

Will discuss at Common Council Meeting.

FISCAL NOTES

The 2016 Capital Outlay budget does not contain appropriations for this item. The Capital Outlay fund is projected to have a \$176,682 fund balance at Dec 31, 2016. The Common Council could approve the purchase from Contingency. The 2016 Capital Outlay contingency currently has \$44,743 available, sufficient to cover the item.

The 2017 Capital Outlay fund has a proposed appropriation for the item. If the contingency appropriation were used in 2016, then the 2017 Budget could be modified prior to adoption removing the appropriation. The effect would be to pull the purchase forward from 2017 to 2016.

Will provide more details at the Common Council Meeting.

RECOMMENDATIONS

Will discuss at Common Council Meeting. If the auction is successful, Finance director will need direction to release funds.

Engineering: GEM

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| <p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p> | <p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p> | <p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">11/01/2016</p> |
| <p style="text-align: center;">REPORTS & RECOMMENDATIONS</p> | <p style="text-align: center;">Approval of a Job Description for a Residential Building Inspector, and Amendment to the Civil Service System Personnel Administration Manual to Create a Promotional Career Path Exception from the Position of Residential Building Inspector to Assistant Building Inspector</p> | <p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G, 10,</i></p> |

The Personnel Committee considered and recommended for approval the following item at their meeting of October 17, 2016:

“Approval of a Job Description for a Residential Building Inspector, and Amendment to the Civil Service System Personnel Administration Manual to Create a Promotional Career Path Exception from the Position of Residential Building Inspector to Assistant Building Inspector”

The City has historically retained Assistant Building Inspectors with both residential and commercial inspection certifications. An individual can be hired lacking certifications provided they obtain the certification(s) within the time frame established by the Civil Service Sub-Committee. The individual remains in an “introductory-period” status until obtaining the certification(s). If the time frame expires, then the individual would be terminated during their introductory period.

At the same time, the City has had difficulty obtaining and retaining qualified applicants for the Assistant Building Inspector position. In evaluating options and strategies in this regard, the Director of Administration and Building Inspector recommend the creation of a Residential Building Inspector position description. This would open up the opportunity to continue to retain an employee beyond the current introductory period for the Assistant Building Inspector. Although there is a preference for and benefit to having all Assistant Building Inspectors who can perform residential and commercial inspections, it is possible to break the work load along functional lines. In doing so, an employee who is determined to be a good and valuable employee, but has not obtained the commercial inspector certificate, could be retained for their residential inspection and code enforcement capabilities. The City would not be required to retain the individual in this status, but could elect to do so after evaluating the employee’s fitness for the job, job performance, attitude, efforts at obtaining the certification, etc.

With the necessary changes, the position is scored one grade lower than the current Assistant Building Inspector position. The intent would be that such an individual would be automatically promoted to Assistant Building Inspector after receiving the commercial inspector certifications. The City’s Civil Service System already has two such promotional career paths that provide for automatic promotions upon obtaining the necessary requirements. Section 5.5.2, “Promotional Career Path Exceptions,” states the following: “To aid in retention and development of certain employees, the

following positions have automatic promotional opportunities that do not follow the posting and examination procedures for vacant positions." Currently, this applies between Engineering Technician I and Engineering Technician II and between the Planner positions. The position of Residential Building Inspector would be an ideal position for such a career path as it would be the City's intent to continue to pursue the individual obtaining the commercial inspector certification.

From an implementation standpoint, in general, when a position vacancy exists the City would advertise for an Assistant Building Inspector. If the selected individual did have the commercial inspector certification, they would be placed in the higher Assistant Building Inspector position. If the selected individual did not have the commercial inspector certification, they would be hired and placed in the lower Residential Inspector position. Upon achieving the certificate, they would be bumped up to the Assistant Building Inspector title, moved up the grade, and receive the promotion wage increase as called for by adopted policy. At this specific time, if the position is created as requested, a current staff member would be reclassified into that position based upon their existing certifications. The Civil Service manual language would be written such that the promotional wage increase would only apply to new hires occurring after the adoption of the recommended policy.

[Note that the attached copy of the position description reflects the changes from the Assistant Building Inspector position description. As such, the approval is intended to reflect a clean version with such mark-ups removed.]

COUNCIL ACTION REQUESTED

Motion to approve the job description for a Residential Building Inspector, with placement in the classification plan as identified, to amend the Civil Service System Personnel Administration Manual to create a Promotional Career Path Exception from the position of Residential Building Inspector to Assistant Building Inspector with language in a manner and form as determined by the Director of Administration.

CITY OF FRANKLIN
Job Description

Job Title: Assistant Residential Building Inspector
Department: Inspection
Reports To: Building Inspector
Salary Level: 15, per AFSME Union Contract Salary Range 6
FLSA Status: Non-Exempt
Prepared By: Becky Dudek, Human Resources Manager Mark Luberd, Director of Administration & Dan aZahn, Human Resources Coordinator
Prepared Date: ~~March 13, 2003~~ October 11, 2016
Approved By: ~~Resolution 2003-5516~~ Common Council
Approved Date: April 15, 2003

GENERAL PURPOSE

Enforce the building codes (exclusive of Commercial Building Construction Code) of the City of Franklin and the State of Wisconsin, to administer and enforce the provisions of those sections of the Municipal Code under the department's jurisdiction and to investigate and resolve complaints.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Review plans and specifications for compliance with local and state building codes.

Review surveys and site plans for compliance with the provisions of the zoning code.

Issue building, heating, and sign permits.

Conduct on-site building inspections, including footing, foundation, rough carpentry, insulation, housing, soil erosion, and occupancy inspections.

Meet with contractors, owners and the general public to answer questions regarding building, housing, sign, and soil erosion codes.

Attend the Zoning, Building Board of Appeals, and Architectural Board meetings, in the absence of the building inspector.

~~Receive and/or coordinate~~ Act as a primary inspector for the investigation and resolution of complaints.

Prepare and issue orders and citations in order to obtain compliance with Municipal and Zoning Codes.

~~Act as Building Inspector, in the absence of the Building Inspector and First Assistant Building Inspector according to department policy and practice.~~

Other duties as assigned by the Building Inspector.

PERIPHERAL DUTIES

Perform duties of plumbing and/or electrical inspectors, provided employee is certified and qualified.

Answer and direct telephone calls in the absence of the department secretary.

Receive and answer questions relating to applications for permits.

MINIMUM QUALIFICATIONS

Education and Experience

Graduation from high school or GED equivalent, two (2) 1-3 years general construction or related experience, or any equivalent combination of education and experience.

Language Skills

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

Reasoning Ability

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Necessary Knowledge, Skills, and Abilities

Thorough knowledge of building codes and construction standards and practices.

Working knowledge of zoning codes and their enforcement.

Thorough knowledge of building materials and their applications.

Skill in the operation of listed tools and equipment.

Ability to present and communicate ideas and concepts to the public, verbally and in writing.

Ability to maintain effective work relationships with other departments, appointed officials, elected officials, and the public.

Ability to make independent judgments which have considerable impacts on the organization.

CERTIFICATES, LICENSES & REGISTRATION

State of Wisconsin, Department of Industry, Labor and Human Relations certifications in the categories of ~~commercial buildings~~, Uniform Dwelling Code Categories of construction, HVAC; Plumbing and Electrical preferred.

Valid WI Driver's License.

SUPERVISION RECEIVED

Works under general supervision of the Building Inspector.

SUPERVISION EXERCISED

None.

RESPONSIBILITY FOR PUBLIC CONTACT

Daily contact requiring courtesy, discretion, and sound judgment.

TOOLS AND EQUIPMENT USED

Personal computer including word processing software, copy machine, fax machine, calculator, automobile, hand tools, and telephone.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate computers and various pieces of office equipment. While performing the duties of this job, the employee is occasionally required to stand; walk; use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk and hear.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed mostly in outdoor settings in the inspection of various land use developments and construction sites. Some work is performed in an office setting. The employee occasionally works near moving mechanical parts, in high, precarious places and is occasionally exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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