

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	SUBMITTAL OF THE FRANKLIN 2020-2021 MULTIMODAL LOCAL SUPPLEMENT (MLS) GRANT APPLICATIONS FOR THE MARQUETTE AVENUE EXTENSION AND THE 116TH STREET TRAIL	ITEM NO. <i>G. 3.</i>

BACKGROUND

The Wisconsin 2019-21 biennial budget provides \$75 million to local and tribal governments in one-time general-purpose revenue funding (GPR). The funds are available through the Multimodal Local Supplement (MLS) program and may be used for multimodal transportation projects on the local system. The program pays up to 90% of total eligible costs with local governments providing a minimum of 10% cost share.

MLS funding is available for new projects statewide related to: Roads; Bridges; Transit capital and facility projects; Bicycle and pedestrian accommodations; Railroads; and Harbors.

Staff submitted two grants for Franklin projects.

ANALYSIS

The deadline for the grant applications was December 6, 2019. Working with the aldermen of the districts, Staff submitted grant applications for the Extension of Marquette Avenue and the 116th Street Trail.

Attached are the grant applications. Notice of award is expected in January or February 2020.

FISCAL NOTE

Any matching funds for the extension of Marquette Avenue would be provided by the adjacent developers and matching funds for the 116th Street Trail would be eligible for park impact fee funding.

OPTIONS

- A. Place on file and wait for the project scoring and rankings. Or
- B. Direct Staff to rescind one or both applications. Or
- C. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Option A) No action needed.

Engineering: GEM



2020-2021 MULTIMODAL LOCAL SUPPLEMENT (MLS) APPLICATION

Wisconsin Department of Transportation
9/2019

PROJECT AND SPONSOR: GENERAL INFORMATION

Improvement Type: Road Bridge Transit Railroad Bicycle/Pedestrian Harbor Multiple

Primary Project Sponsor City of Franklin	<input checked="" type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt	County Milwaukee
Secondary Project Sponsor (If Applicable)	<input type="checkbox"/> City <input type="checkbox"/> Village <input type="checkbox"/> Town <input type="checkbox"/> County <input type="checkbox"/> Tribal Govt <input type="checkbox"/> Other	County
Anticipated Project Construction Schedule Date 2020 (Calendar Year)	Funding Request Design/Construction <input type="checkbox"/> Construction <input checked="" type="checkbox"/>	Is Project Shovel Ready? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

PROJECT IMPROVEMENT DESCRIPTION

ONLY FILL OUT THE SECTIONS BELOW THAT CORRESPOND TO THE IMPROVEMENT TYPE(S) ALL APPLICANTS MUST FILL OUT SECTIONS F-H

SECTION A: ROAD OR BRIDGE IMPROVEMENTS (NOTE: Connecting highways are not eligible for MLS funding)

1. LOCATION & GENERAL INFORMATION: Complete for each Road or Bridge Improvement Application

On Route W. Marquette Avenue	At Route – Start (include offset if applicable) S. 51 st Street Start	Offset	Toward Route – End S 49 th Street
Surface Type 70=Hot Mix Asphalt Pavement	Surface Thickness 6 (Inches)	Travel Width (Per Lane) 14 (feet) 0 (inches)	
Left Shoulder 0 (feet) 0 (inches)	Right Shoulder 0 (feet) 0 (inches)	<input checked="" type="checkbox"/> Curb and Gutter?	
REQUIRED: Attach an 8½ x 11 map showing project location.			
Length of Project (rounded to nearest tenth of a mile) 0.2	Average Daily Traffic (ADT) N/A	ADT % Truck N/A	Pavement Condition Rating 0.00
Improvement Type. <input type="checkbox"/> Replacement <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Pavement Replacement <input checked="" type="checkbox"/> Reconstruction			

2. BRIDGE INFORMATION: Complete for Bridge Improvement Applications ONLY

Bridge Type (if Other, specify in narrative) SELECT	Feature the Structure Passes Over.	Number of Spans	Detour Length
Clear Roadway Width of Bridge (feet):	Bridge Length (feet):	Approach Pavement Width (feet)	Total Approach Length (feet)
Structure ID (If Applicable)	Bridge Build Year	Bridge Rehabilitation Year	Posted or Statutory Speed Limit(s) (mph)
Deck Rating	Substructure Rating	Superstructure Rating	Current Load Posting (if none, enter N/A)

SECTION B: TRANSIT IMPROVEMENTS

Transit Improvement Type <input type="checkbox"/> Vehicle Purchase <input type="checkbox"/> Facility Construction <input type="checkbox"/> Equipment Purchase <input type="checkbox"/> Other (describe)			
Number of Vehicles for Purchase	Vehicle Purchase Type	Facility Type	Facility Improvement Description
Equipment Purchase Description		Other Improvement Description	

SECTION C: RAILROAD IMPROVEMENTS

Type of Railroad Improvement SELECT	Total Annual Rail Carloads	New Rail Facility? Yes <input type="checkbox"/> No <input type="checkbox"/>	Rail Operator
Total Annual Eliminated Truck Traffic (Estimated in Tons)	Preserve Existing Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/>	Restore Inactive Rail Line? Yes <input type="checkbox"/> No <input type="checkbox"/>	
REQUIRED: Attach an 8½ x 11 map showing project location.			

SECTION D: BICYCLE/PEDESTRIAN IMPROVEMENT

Bicycle/Pedestrian Improvement Type <input type="checkbox"/> Facilities <input type="checkbox"/> Railroad Corridor Conversion <input type="checkbox"/> Historic Preservation <input checked="" type="checkbox"/> Other (describe) Pedestrian route to school	
Improvement Location	Known Safety Issues? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes, specify Nartve
Will the proposed improvement utilize local forces to complete the construction activities? Yes <input type="checkbox"/> No <input type="checkbox"/>	
REQUIRED: Attach an 8½ x 11 map showing project location	

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)
 Wisconsin Department of Transportation

SECTION E: HARBOR IMPROVEMENTS

Harbor Improvement Type:	
Dredging <input type="checkbox"/>	Port Infrastructure Expansion <input type="checkbox"/> Dock Walls (Rehabilitation/Construction) <input type="checkbox"/> Other <input type="checkbox"/>
Total Annual Transportation Economic Impact (Estimated)	Total Annual Benefit to Local Economy (Estimated)
REQUIRED: Attach an 8½ x 11 map showing project location.	

SECTION F: PROPOSED IMPROVEMENT NARRATIVE (REQUIRED FOR ALL APPLICATIONS)

This is a field to provide a detailed description of the project beyond what has already been provided in previous sections. Prepare the project narrative in a Word document, complete a spell check, and cut and paste the summary into the application form. Provide supporting project documentation such as any permits/licenses (including issuing agency & start/end dates) and any relevant transportation/bike-pedestrian/comprehensive planning documents. Describe potential project impact on regional economic activity, including freight movement (e.g., specific shipping/receiving facilities), worker access to employment opportunities and overall economic connectivity enhancements. Describe potential project impacts on safety and regional quality of life. Describe any relevant environmental/cultural issues, including any Section 4(f) and Section 6(f) concerns.

Include any information that demonstrates the viability of the proposed project by showing its value based on service life, economic benefits or in comparison to other alternatives. This may include benefit-cost analysis or other calculations.

A separate attached document not exceeding 1 page (double spaced, 10 pt font) may be substituted for this section.

Franklin Marquette Avenue Road Project Scope: This project is a new road segment from S. 51st to S. 49th that will improve multi-mode access to Pleasant View Elementary School. It represents a natural continuum of a decade of accessibility planning and implementation with the goal of increased business park and retail connectivity, better emergency access, as well as safe pedestrian and bicycle routes for all ages.

The surrounding subdivisions were built pre-sidewalk. Heavy interior neighborhood car and bus traffic creates unsafe pedestrian situations that prevent residents from walking or biking to school, employment, and business retail. This new road segment solves problems that have long faced the school and neighborhood, including long-awaited and highly needed direct school emergency access. The new road and sidewalk will also ensure pedestrian and bike access to a city retail segment (grocery and drug store at present) north of emergent point of the new road and sidewalk on 51st street. The project does not have any previously-dedicated state, federal or local funding assigned to it. Currently, busses and several dozen parents in autos access the grade school by traveling through single-family residential subdivisions. There are no sidewalks, walking paths, or bike lanes of any sort. The volume and speed of the traffic's current path through the residential areas create a clearly unsafe condition and represent a constant concern for the residents. The City is forced to discourage non-vehicular travel to and from Pleasant View Elementary (In fact, a national publication published a photo of a group of children walking to the school on the road shoulder while a bus brushed by mere feet away on the road.) This means that even children living within mere blocks of the school are discouraged from walking or biking to school. The City has long needed a road connection from the arterial road for emergency access, connectivity, and improved pedestrian safety. Connectivity allows neighboring residents walkable access to schools, jobs and business retail. Efficient emergency school access is a growing regional issue.

Existing plans and projects: This new road is consistent with the City's SAFE ROUTES TO SCHOOL grant, which resulted in planning initiatives incorporated into the City's Comprehensive Master Plan. It will link the existing State parkland acquisition (1989) and trail project, as well as the Community Development Block Grant-funded 51st Street sidewalk serving a senior complex. This new project builds upon accessibility gains created by the previous work increasing value and utility of those projects even more.

Economic benefits: This road contributes to a more desirable neighborhood grid and better overall air quality that has been proven to attract residents. Property values will improve while at the same time allowing more efficient use of land for residential lots. Local businesses, becoming accessible on foot, will enjoy greater patronage. Transportation efficiency is a benefit to employees.

Ease of implementation: Historically, right-of-way (ROW) access, once tied up by a family probate matter, is now available via donation. However, funding is needed to offset road construction. This new shovel-ready road segment has been designed and pre-engineered by Lynch Engineering. Adjacent property owners have agreed to donate the required right-of-way if this grant is received. In addition to the City's contribution commitment, the donated ROW avoids land appraisal and purchase delays while the land value stretches WisDot funding and adds cost efficiency to the project.

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)
 Wisconsin Department of Transportation

SECTION G: COST ESTIMATE/FUNDING (REQUIRED FOR ALL APPLICATIONS)

Yes No Has the county/municipality/town/tribal government requested or been approved for other federal or state funding from the Wisconsin Department of Transportation (WisDOT) for the improvement?
 If Yes, please specify the Local Program: **WisDOT Project I.D.:**

Yes No The Multimodal Local Supplement provides up to 90% state funding with a minimum 10% Local match. We anticipate the award process to be very competitive. Would the project sponsor accept a lower cost share to obtain funding?

Estimated Improvement Cost (NOTE: Attach separate spreadsheet showing detailed cost breakdown):	
Design Costs \$ 65,000 00	
State Review for Design Cost Estimate (Provided by WisDOT, if applicable) \$	
Construction Costs \$ 583,450 00	
State Review for Construction Cost Estimate (Provided by WisDOT, if applicable) \$	
Total Improvement Costs (without State Review). \$ 648,450.00	Total Improvement Costs (with State Review, if applicable) \$ NOTE: For WisDOT use only.

NOTE: WisDOT state oversight estimates are based on the complexity of the project. Not all projects will require state oversight.

Additional Funding Comments:

This is an optional field to enter funding-related comments and estimated cost calculations

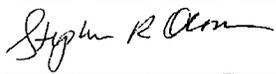
Match Funding (33.4%)
 \$151,650 Donated Property Value estimated (3.37 acres @ \$45,000/acre)
 \$ 65,000 Engineering completed plus estimated construction administration
 \$216,650 Matching Funds

Grant Funding (66.6%)
 \$431,800 Engineer's Opinion of Probable Cost for Grading, Stone, Asphalt, Curb & Gutter, Sidewalk, and related Storm

SECTION H: SIGNATURE (REQUIRED FOR ALL APPLICATIONS)

This request is made by the undersigned under proper legal authority to make such request for the designated County/Municipality/Town/Tribal Government

City Village Town County Tribal Government
 Franklin County Milwaukee

X  12/6/2019
 (Head of Government/Designee – Signature) (Date – mm/dd/yyyy)

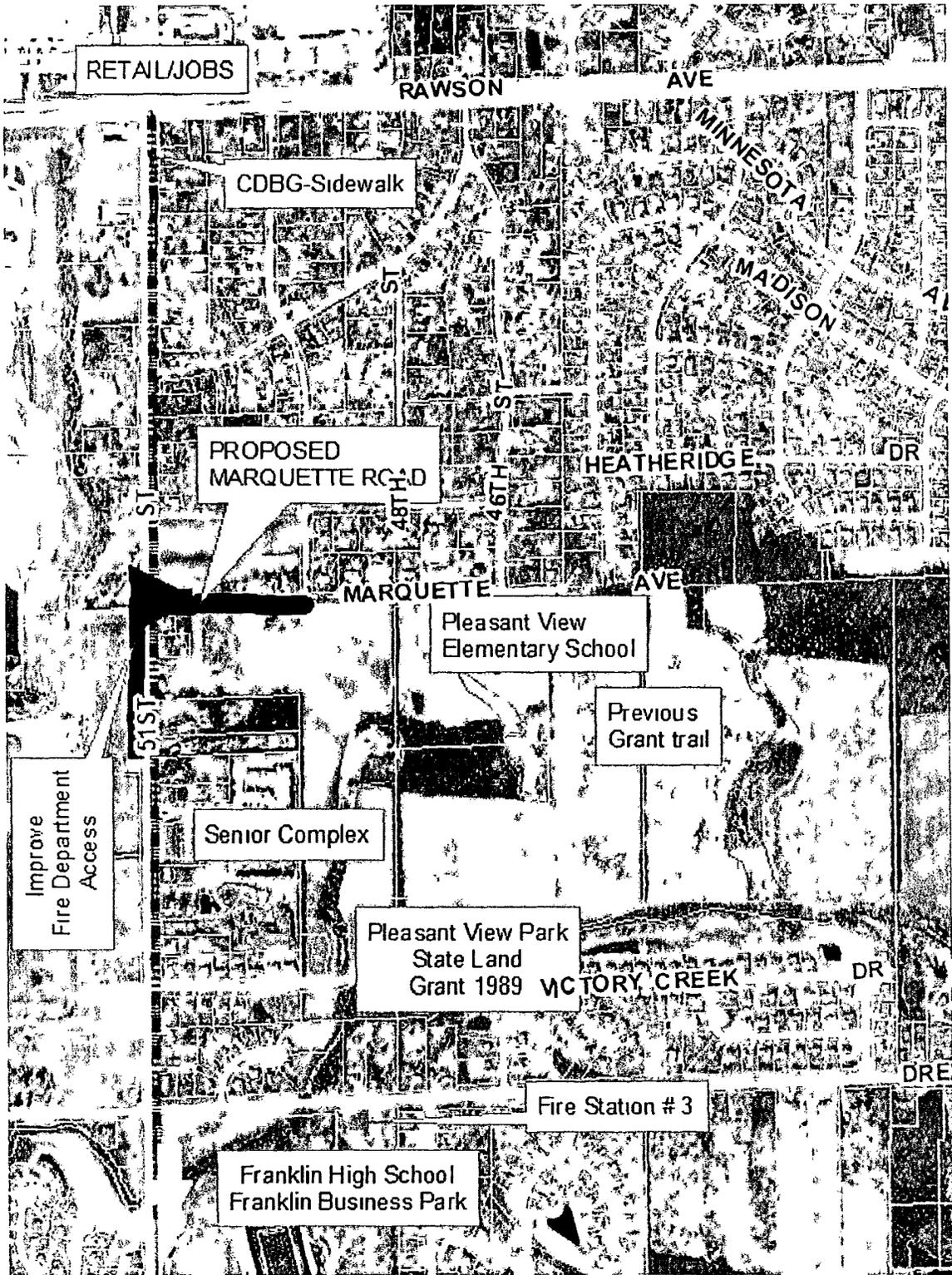
Stephen R. Olson Mayor
 (Print Name) (Title)

X _____
 (Secondary Project Sponsor – Signature, if applicable) (Date – mm/dd/yyyy)

 (Print Name) (Title)

WisDOT will contact the primary project sponsor upon review of the application if any questions or a need for additional project documentation

Submit completed application(s) to the following WisDOT email address: DOTLocalPrograms@dot.wi.gov



RETAIL/JOBS

RAWSON AVE

CDBG-Sidewalk

MINNESOTA
MADISON

PROPOSED
MARQUETTE RCH'D

HEATHERIDGE DR

MARQUETTE AVE

Pleasant View
Elementary School

Previous
Grant trail

Improve
Fire Department
Access

Senior Complex

Pleasant View Park
State Land
Grant 1989

VICTORY CREEK DR

Fire Station # 3

Franklin High School
Franklin Business Park

51ST ST

48TH ST

46TH ST

DRE

Franklin, Wisconsin Marquette Avenue Extension



- Neighborhood Children walking to Pleasant View Elementary School
- No existing sidewalks in residential neighborhood
- Heavily congested vehicular traffic mixed with Bus traffic



2020-2021 MULTIMODAL LOCAL SUPPLEMENT (MLS) APPLICATION

Wisconsin Department of Transportation
9/2019

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Anticipated Project Construction Schedule Date 2021 (Calendar Year)	Funding Request Design/Construction <input checked="" type="checkbox"/> Construction <input type="checkbox"/>	Is Project Shovel Ready? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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1. LOCATION & GENERAL INFORMATION. Complete for each Road or Bridge Improvement Application

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Surface Type SELECT	Surface Thickness (inches)	Travel Width (Per Lane) (feet) (inches)	
Left Shoulder (feet) (inches)	Right Shoulder (feet) (inches)	<input type="checkbox"/> Curb and Gutter?	
REQUIRED. Attach an 8½ x 11 map showing project location			
Length of Project (rounded to nearest tenth of a mile).	Average Daily Traffic (ADT)	ADT % Truck	Pavement Condition Rating
Improvement Type. <input type="checkbox"/> Replacement <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Pavement Replacement <input type="checkbox"/> Reconstruction			

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Deck Rating	Substructure Rating	Superstructure Rating	Current Load Posting (if none, enter N/A)

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REQUIRED: Attach an 8½ x 11 map showing project location.			

SECTION D: BICYCLE/PEDESTRIAN IMPROVEMENT

Bicycle/Pedestrian Improvement Type <input checked="" type="checkbox"/> Facilities <input checked="" type="checkbox"/> Railroad Corridor Conversion <input type="checkbox"/> Historic Preservation <input checked="" type="checkbox"/> Other (describe) current WE Energies corridor	
Improvement Location 116 th Street	Known Safety Issues? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, specify
Will the proposed improvement utilize local forces to complete the construction activities? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
REQUIRED Attach an 8½ x 11 map showing project location	

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)

Wisconsin Department of Transportation

SECTION E: HARBOR IMPROVEMENTS

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Include any information that demonstrates the viability of the proposed project by showing its value based on service life, economic benefits or in comparison to other alternatives. This may include benefit-cost analysis or other calculations.

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This bicycle trail will primarily be located on the now defunct Milwaukee Electric Railway and Light Company, also referred to as the Milwaukee Interurban Lines. There was a rail segment between Hales Corners and Waukesha that passed through St. Martins Junction. Approximately 1,000 feet of this 12,900 feet long trail will be in the S 116th Street right-of-way and the rest will be primarily located in a rough graded, 100-ft +/- wide property that is now owned by Wisconsin Electric Power Co. (WE Energies). The City has an agreement to locate an asphalt hiking and biking trail on the WE Energies property north of St. Martins and they are agreeable to working out a similar arrangement for this proposed section along the west side of S 116th Street.

Although the path will require minimal grading for placement of aggregate and asphalt, the current WE Energies property has multiple culverts that must be inspected and perhaps replaced. It is also unknown at this time if side slopes are fully compliant with FDM standards and may/may not require protective measures. The City intends to hire a consultant in 2020 to investigate the particular issues and prepare a design suitable for obtaining a contractor for construction in 2021.

The existing segment is heavily used by commuters from Muskego to Milwaukee. SEWRPC has count volumes as high as 1,694 for a July 2-15, 2018 time frame. It is anticipated that this trail will also be heavily used by commuters.

The Parks Commission and Common Council supports paving of the trail. This trail is identified in the City's Comprehensive Outdoor Recreation Plan as the St. Martins Trail, and is proposed to be maintained as a trail and have trail signage installed.

This project was pursued in 2006 – 2009. It is our understanding that the WDNR supported the project and awarded a grant for its construction but that City did not follow through with the project. The City will plan on public information meetings with adjacent property owners and the other affected users and residents.

Franklin's financial match may be fully or partially funded with accumulated park impact fees.

2020-2021 MULTIMODAL LOCAL SUPPLEMENT APPLICATION (continued)

Wisconsin Department of Transportation

SECTION G: COST ESTIMATE/FUNDING (REQUIRED FOR ALL APPLICATIONS)

Yes No Has the county/municipality/town/tribal government requested or been approved for other federal or state funding from the Wisconsin Department of Transportation (WisDOT) for the improvement?
If Yes, please specify the Local Program: **WisDOT Project I.D..**

Yes No The Multimodal Local Supplement provides up to 90% state funding with a minimum 10% Local match. We anticipate the award process to be very competitive. Would the project sponsor accept a lower cost share to obtain funding?

Estimated Improvement Cost (NOTE: Attach separate spreadsheet showing detailed cost breakdown).	
Design Costs \$ 100,000.00	
State Review for Design Cost Estimate (Provided by WisDOT, if applicable) \$	
Construction Costs \$ 1,500,000.00	
State Review for Construction Cost Estimate (Provided by WisDOT, if applicable) \$	
Total Improvement Costs (without State Review) \$ 1,600,000.00	Total Improvement Costs (with State Review, if applicable) \$ NOTE: For WisDOT use only.

NOTE: WisDOT state oversight estimates are based on the complexity of the project. Not all projects will require state oversight.

Additional Funding Comments:

This is an optional field to enter funding-related comments and estimated cost calculations

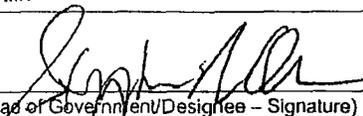
\$100/LF assumption for trail work plus additional for potential culvert repairs/replacements, FDM compliance, and markings. Selected consultant will be asked to develop a detailed project estimate during design in 2020.

SECTION H: SIGNATURE (REQUIRED FOR ALL APPLICATIONS)

This request is made by the undersigned under proper legal authority to make such request for the designated County/Municipality/Town/Tribal Government

City Village Town County Tribal Government
Franklin

County
Milwaukee

X 
(Head of Government/Designee - Signature)

12/6/2019
(Date - mm/dd/yyyy)

Stephen R. Olson Mayor
(Print Name) (Title)

X
(Secondary Project Sponsor - Signature, if applicable)

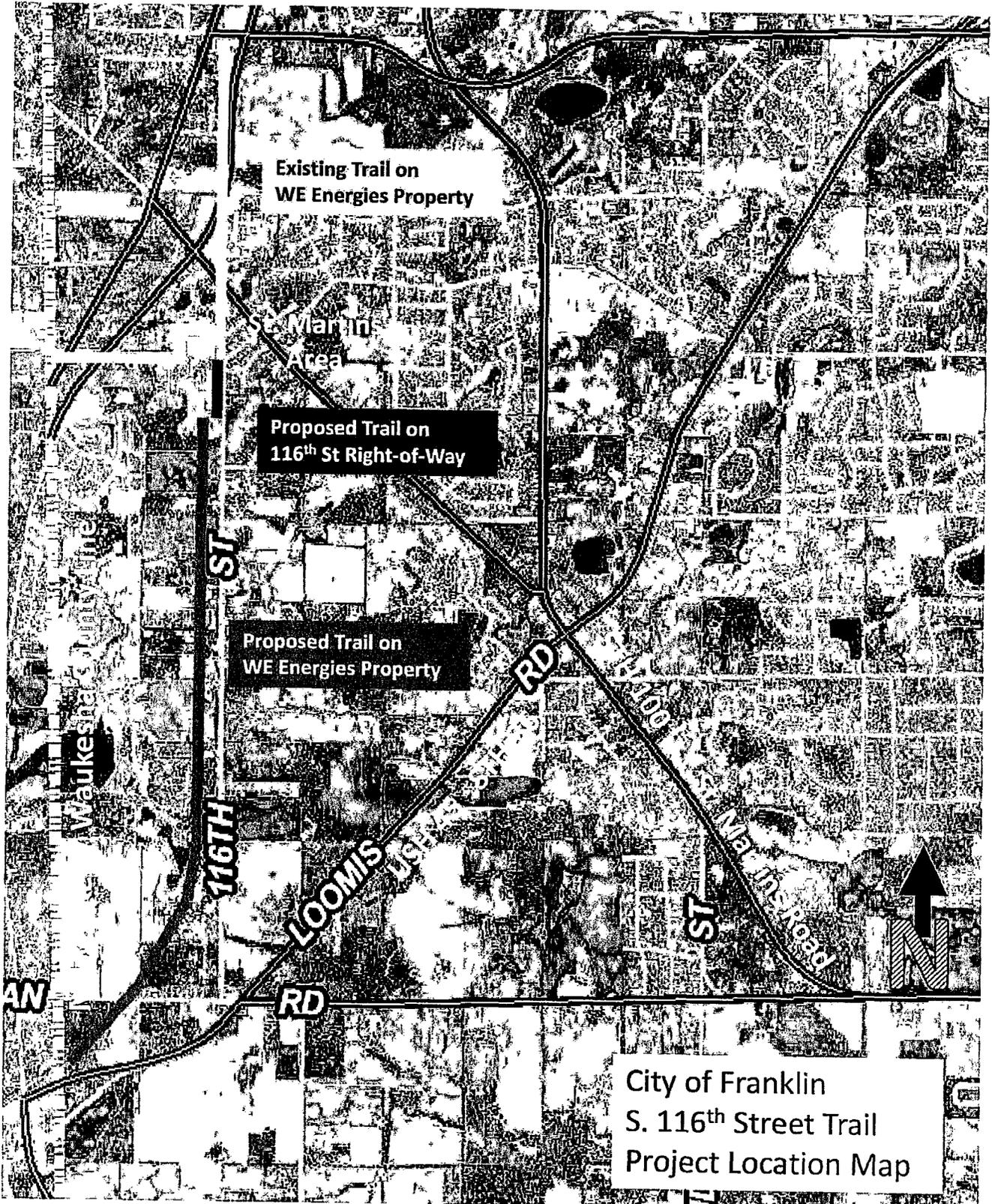
(Date - mm/dd/yyyy)

(Print Name) (Title)

WisDOT will contact the primary project sponsor upon review of the application if any questions or a need for additional project documentation

Submit completed application(s) to the following WisDOT email address: DOTLocalPrograms@dot.wi.gov

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Existing Trail on WE Energies Property

St. Martin's Area

Proposed Trail on 116th St Right-of-Way

Proposed Trail on WE Energies Property

Waukesha County Line

116TH ST

LOOMIS RD

100TH ST

100th St. Martin's Road



City of Franklin
S. 116th Street Trail
Project Location Map

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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;"><i>12/17/2019</i></p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Common Council Approval to Authorize Purchase Agreement for Lifeline/Ford E-450 Type III Ambulance in Approved 2020 Equipment Replacement Fund, and to Allow Additional Purchases Of Items Such as 800MHz Mobile Radio and Associated Mounting Brackets and Hardware, Not to Exceed the Approved Appropriation of \$241,000.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.A.</i></p>

The Fire Department is seeking council approval to act on a purchase agreement for the manufacture and purchase of the Type III Ambulance that was approved by Common Council in the 2020 Equipment Replacement Fund on November 19th, 2019.

The Fire Department would like to expedite purchase of this ambulance because there are a very limited number of 2019 Ford E-450 chassis available, and no E-450 chassis will be constructed for the 2020 model year. The 2021 model year will have significant design and engine configuration changes from 2019. The 2019 chassis is the latest iteration of the last two ambulances that FFD purchased. This platform is well proven and has been extremely reliable and the Lifeline ambulance features have been extremely functional for FFD, while the 2021 platform is an unknown, with an unproven engine configuration. The 2021 chassis is also not immediately available, and is slightly more costly. Anticipated delivery and payment due date if a 2019 chassis is still available would be Q2 of 2020.

The proposed purchase agreement and original budget write-up are included for reference.

The Fire Department is also seeking Council authorization spend addition funding from the appropriation in order to purchase other necessary permanent equipment such as the mobile radio (approximately \$5,800) and assorted brackets and hardware, at a total cost not to exceed the existing appropriation of \$241,000.

COUNCIL ACTION REQUESTED

Motion to Approve Fire Department Authorization to Purchase a Ford E-450 Type III Ambulance, with Additional Expenditure for Mobile Radio, and Various Hardware and Mounting Brackets, not to Exceed \$241,000, as was Appropriated in the Approved 2020 Equipment Replacement Fund.

**CITY OF FRANKLIN
FIRE DEPARTMENT 221
2020 EQUIPMENT REVOLVING FUND BUDGET REQUEST
July 22, 2019**

46.221.0000.5811 - \$216,777.00

#R-09 Ford F450 Type-I Ambulance - \$216,777

The Department currently operates four front-line ambulances, and maintains one reserve ambulance. The backup ambulance is used frequently, when the front line units are out of service for maintenance or repair, and when emergency call volume necessitates calling off-duty personnel back to the station on “call-back”.

In order to extend the service life of all ambulances, the Department strives to replace one ambulance every-other year. This system means that an ambulance will be in front-line service for a period of eight years, followed by two years as the dedicated “back-up”. At the end of this 10-year service cycle, an ambulance typically has over 120,000 miles, and is no longer fit for routine emergent response; and due to significant increases in emergency call volume, mileage on all vehicles is accumulating at a higher rate than ever before.

The Department is seeking to replace the current back-up/reserve ambulance, which is a 2009 model year with significant mileage. The Department’s next oldest vehicle (a 2012 model year) would then be rotated to back-up status and the new ambulance would be placed into front-line service. The Department’s older ambulances have a history of breakdowns that take them out of service without warning. Problems develop with the electrical system, brakes/ABS, air conditioning, and suspension, as well as other unforeseen problems.

The total cost of this ambulance is higher than previous purchases for two main reasons. In addition to the expected annual increase by the manufacturer, there is a significant increase in the cost of the two mobile radios required for a paramedic ambulance (approximately \$11,000 total cost). The Department is also requesting that a Stryker Powerload system be included in the purchase at a cost of \$22,500. This is a hydraulic mechanism that self-loads the cot into the back of the ambulance. This system is rapidly becoming an industry standard in injury prevention, as loading of the cot into the ambulance is a common cause of back injuries and repetitive use injuries. Loading the cot (with patient) into the back of the ambulance requires lifting for and patient (commonly over 400 pounds in combined weight) to nearly shoulder level. This can be especially difficult on uneven or sloped ground, and it is not possible for more than two people to position around the cot to assist. The Powerload system would completely eliminate the injury potential at this point in the process.



LIFE LINE

EMERGENCY VEHICLES

AMBULANCE QUOTE

City Of Franklin
 Kurt Stueck
 9229 W Loomis RD.
 Franklin, WI 53132
 414-425-1420
 414-425-7067
 Kstueck@franklinwi.gov

Jefferson Fire & Safety Inc
 Rob Little
 7617 Donna Drive
 Middleton, WI 53562
 rob@jeffersonfire.com

Exp. Date: 12/31/2019
 Quote No: 10700-0002 Franklin Fire Department
 BODY: SUPER B 167" SUPERLINER TYPE III

12/03/2019

Page 1

PART NO	S	DESCRIPTION	QTY
		== 167" SUPERLINER TYPE III - 2.100 07/01/14 ==	1
		MASTER PARTS REVISION DATE (Start 10-01-19 to 01-09-2	1
00-00-0500	<	LIFE LINE WARRANTY Warranties Include: Lifetime Modular Body Warranty Lifetime Limited Cabinet Warranty 5-Year/60,000 Mile Product Conversion Warranty 10-Year/100,000 Mile Electrical Warranty Elite System 6-Year Pro-Rated DuPont Paint Warranty Which is as follows: For 3 Years 100% 4th Year 50% 5th Year 25% 6th Year 10%	1
00-00-0700	<	>>>SHOP COPY DATE - FACTORY USE ONLY<<< Date Order Placed By Dealer: Draft Work Order Process Date: 1st Dealer Draft Date:	1

PART NO	S	DESCRIPTION	QTY
		Final Dealer Draft Date:	
		Sign-Off Date:	
		Parts/Drafting/Paint:	
		Shop Release Date:	
		SFD:	
00-00-0800	<	Customer Contact Person (Required For Factory Use) Specify Name And Number: Kurt Stueck 414-425-1420	1
00-00-2100	<	Sales Rep: Rob Little 1-608-723-9126 Jefferson Fire & Safety, Inc.	1
00-00-FL00		Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1
00-00-FN00	S	< > Specify FORD Fleet Number If Available (FORD Chassis Only) Specify FIN Number:T.B.A. If Available.	1
		FORD GPC DEDUCTED - DEALER ASSIGNMENT	
00-00-PU00	<	Specify Previous Unit Number: (FACTORY USE ONLY) 4159	1
		BODY STYLE	1
00-01-3000	S	< > 167" x 96" SUPERLINER TYPE III BODY (WIDE AISLE) With Wide Aisle Width.	1
		CHASSIS	1
10-00-0100		Chassis VIN Number: (FACTORY USE ONLY)	1
10-00-1501	<	2019 Ford E-450 SD Cutaway Van (Gas V10 Engine) With Standard Ford O.E.M. 3-Year/36,000 Mile Warranty. Includes Rubber Floor As Standard.	1
10-01-3400	<	**FACTORY USE ONLY** Spare Chassis Keys And Owner's Manual Present.	1
10-01-5500	>	IPD/Roadmaster Rear Sway Bar	1
10-01-8000	>	Delete Standard Wheel Covers	1

PART NO	S	DESCRIPTION	QTY
10-01-9500		> Ship The Spare Tire Loose	1
10-02-1100		< > E-Series O.E.M. Door Mirrors Dual Powered Trailer Tow Mirrors.	1
10-02-3500		O.E.M. AM-FM Radio W/Cab Speakers	1
10-02-5000		Low Voltage Throttle Manager	1
10-02-5700		Hand Held Cab Spot Light	1
10-03-0000	S	< > Large Custom Floor Console Switch Panel on Left Side of slanted area. Below switch panel will be the siren and below the siren will be (2) Life Line supplied and installed radio bezels. These radios are both Motorola APX05's. MOUNT BEZELS ONLY. ONE BELOW THE OTHER. On the rear of the console shall be (2) cup holders and (2) map slots. Between the cup holders and map slots there shall be a recessed area 5.25" X 10" X 3" deep to hold a glove box. Please install a drop in divider 10" from drivers side to hold the glove boxes. (see drawing) The Top Flat area of this console will be where the air horn button will be. TO DRIVER'S SIDE	1
10-03-9000		< > Add Third Battery-Matched CCA Of The Standard Batteries Specify Mounting Location: P-2	1
10-04-3500		Owner's Manual (1 Included With Unit)	1
10-04-7500		< Cab Audible Alarm (Ea) Specify Function: Alarm To Sound When The Unit Is Placed Into A Drive Gear And ANY EXTERIOR OR ENTRY DOOR IS LEFT OPEN	1
10-DL-0100	S	< Aluminum Wheels (4) Specify Custom Option: ORDERED AND INSTALLED BY LIFE LINE. (4) Part number AFD16AL AFD16AL FORD ALCOA ALUMINUM WHEEL ***MODULAR BODY TYPE III***	1
15-01-1600		< > KKK Package Includes (2)-5# Fire Extinguishers Oxygen Wrench Lock on Cab to Module Door, lockable from cab side.	1
15-01-6500		< > Bulkhead Wall Recessed Additional 3" With A Total Of 6" Recessed Area.	1
15-01-8500	S	Cab To Module Sliding Crawl-Thru Door	1
15-02-0000		Standard Perko Body Intake And Exhaust Vents (3-STD)	1

PART NO	S	DESCRIPTION	QTY
15-02-1600	<	1 Piece Stainless Steel Wheel Well Trim Rings (Small) 18.75" radius for Ford E-Series/F-Series, Dodge, Chevy G-Series, CK and TerraStar	1
15-02-2500		Standard Cast Fuel Fill Housing	1
15-DL-0100	S <	74" Finished Headroom ILOS Specify Custom Option: 74" Finished Headroom.	1
15-DL-9901	>	E And G Series Body Lowered Front Body Skirts ***MODULE DOORS AND WINDOWS***	1 1
20-00-0100	<	2 Red Reflectors On Each Module Entry Door One Mounted At The Top And One Mounted At The Bottom.	1
20-00-0500	<	Combination Extruded/Pan Formed Module Entry Doors With Clean Seal #50512 Door Gaskets. Includes Stainless Steel Sill Plates.	1
20-01-0000	<	Full Height Side Entry Door With Gas Style Hold-Open Position The Hold-Open At 90 Degrees.	1
20-01-1000		Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1
20-01-3000	< >	Sliding Side Entry Door Window (Dark Tint) Sliding Window With Screen And Dark Tint.	1
20-01-3500		Rear Doors With Grabber Style Hold-Opens	1
20-01-5000	>	Fixed Rear Entry Door Windows (Standard Tint)	1
20-01-9000	<	Delete Exterior Assist Handle On Side Or Rear Entry Doors (Ea) Specify Deletion Location: Rear Doors INSTALL ONE ON THE BODY JUST AFT OF THE SIDE ENTRY DOOR. Use Part # FO5038 GRAB RAIL ALUMINUM CHROME - assist rails	2
20-02-0000		Tri-Mark 030-18 Free Float Handles with Chrome Exterior And Black Pocket	1
20-02-1500		Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1
20-02-2500		Shielded Cable Activated Module/Compartment Door Latches	1
20-02-3500		Cage Nuts On All Door Panels	1
20-02-4100	< >	Smooth Aluminum Plate Lower Module Entry Door Trim Panels	1

PART NO	S	DESCRIPTION	QTY
		LIFE LINE APPLIED	
20-02-6020	S	Diamond Plate Side Entry Door (Dual) Stepwell W/Sealed Seam Edges	1
20-03-0505	< >	Small Window In Side Of Body (Dark Tint) 9-3/4" x 32-3/4" Fixed Window With Dark Tint Option. Specify Side:	1
		EXTERIOR COMPARTMENTS	1
25-00-0100	<	SPECIAL NOTE TO DEALER Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1
25-00-0200	<	2 Red Reflectors On Each Full Height Compartment Door One Mounted At The Top And One Mounted At The Bottom. One Reflector Mounted On Each Standard Height Compartment Door.	1
25-00-0500	<	Combination Extruded/Pan Formed Compartment Doors With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted. Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1
25-00-0610	< >	Smooth Aluminum Plate Exterior Compartment Door Panels LIFE LINE APPLIED	1
25-01-0000		Magnetic Compartment Door Switches	1
25-01-1000		Polyurethane Compartment Lining-Standard Gray	1
25-01-2500	< >	Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard.	1
		The Standard Light Lengths Used Are: 18" E22140 31.5" E22141 54" E22145 72" E22149	
25-01-3300		Stainless Steel Compartment Vents	1
25-04-3000	< >	Delete Superliner Curbside Front Backboard Compartment Specify Alternate Backboard Compartment: D-1	1
25-04-3500	<	Full Height Superliner Curbside Front IS/OS Compartment P-1	1

PART NO	S	DESCRIPTION	QTY
25-04-6000	< >	<p>3 Adjustable IS/OS Compartment PVC Shelves NO LIP SMOOTH TO REMOVE EQUIPMENT.</p>	1
25-04-7000		<p>Cabinet Liner Lined Walls In The IS/OS Compartment</p>	1
25-04-8000	<	<p>Superliner Curbside Front Battery Compartment P-2</p>	1
25-05-2000	S <	<p>167" Superliner Single Door Curbside Rear Compartment P-5</p> <p>THIS COMPARTMENT WILL HAVE THE "M" TANK OXYGEN BRACKET INSTALLED AGAINST WALL 2 AND CLOSEST TO WALL 1. THERE WILL BE AN ADJUSTABLE SHELF AS LOW AS POSSIBLE ABOVE THE IS/OS ACCESS TO THE O2 TANK.</p> <p>THERE WILL BE AN OPEN AREA AT THE LOWER RIGHT SIDE BELOW THE CLOSE OUT TO THE INTERIOR DRAWERS FOR ADDITIONAL STORAGE. THIS WILL NOT HAVE A VERTICAL DIVIDER.</p> <p>THIS COMPARTMENT WILL BE STANDARD DEPTH. THE CLOSED OUT AREA ON THE UPPER RIGHT SIDE WILL BE FOR 3 INTERIOR DRAWERS AND UPPER INTERIOR CABINET.</p> <p>Includes Small Utility Compartment Behind The Wheel Well Area. P-4</p>	1
25-05-4000	S <	<p>Superliner Streetside Front Backboard Compartment D-1</p> <p>SINGLE DOOR</p> <p>THIS COMPARTMENT WILL STORE THE FERNO EZ GLIDE STAIR CHAIR ON THE LEFT SIDE WALL #1, IT WILL NEED TO BE 20 7/8" IN DEPTH IN THAT AREA FOR STAIR CHAIR. THERE WILL BE A FIXED SHELF ABOVE THE STAIR CHAIR ABOUT 45" FROM FLOOR. THERE WILL BE BACKBOARD STORAGE TO THE RIGHT OF THE DIVIDER THAT IS BETWEEN THE STAIR CHAIR AND THE BACKBOARDS. THE BACKBOARD AREA WILL NEED TO BE MINIMUM 7" WIDE. OVERALL COMPARTMENT WILL BE APPROX 19.5" INTERIOR WIDTH. PLEASE BE SURE THAT THERE IS SUFFICIENT ROOM TO GET THE STAIR CHAIR IN AND OUT WITH THE DIVIDER AND BACKBOARDS IN THESE</p>	1

PART NO	S	DESCRIPTION	QTY
		<p>LOCATIONS.</p> <p>INCLUDES 1 FIXED VERTICAL DIVIDER. JUST FORWARD OF BACKBOARDS.</p> <p>1" STRAP LOCATIONS:</p> <p>(2) RIGHT SIDE OF DIVIDERS FOR BACKBOARDS TO RUN FROM DIVIDER TO WALL 3, SPACED EQUALLY FOR BOARDS</p> <p>(1) LEFT SIDE OF DIVIDER UPPERS SECTION FROM DIVIDER TO WALL 1</p>	
25-05-5000	<	<p>> Superliner Streetside Double Door Intermediate Compartment D-2</p>	1
25-06-3500	<	<p>3/4 Height Double Door Streetside Rear Compartment D3</p> <p>ALL OF WALL #2 BOTH LEVELS, WILL BE DOUBLE PLATED FOR SCBA BRACKETS INSTALLED AFTER DELIVERY.</p>	1
25-11-8000	<	<p>> Diamond Plate Adjustable Shelf W/ Ribbed Rubber Matting (Ea) Diamond Plate With Standard 2" Lips. Specify Compartment: (1) D2 (1) D3 (1) P5 - FULL LENGTH TRACKING ABOVE O2 TANK</p>	3
25-12-5000	<	<p>Fixed Diamond Plate Shelf W/Ribbed Rubber Matting (Ea) Diamond Plate With Standard 2" Lips. Specify Compartment: (1) D1 - APPROX 45" FROM FLOOR ABOVE STAIR CHAIR</p>	1
25-12-9000	<	<p>Black Dri-Dek On Compartment Floor (Each) Specify Compartment: D1,D2,D3,P1,P4</p>	5
25-13-6500	<	<p>Split Level Compartment Depth Design (Ea) Specify Compartment: D-3</p>	1

PART NO	S	DESCRIPTION	QTY
25-13-7001	< >	125 volt outlet (Ea) Specify Compartment Location(s): D3 - UP HIGH ON WALL 3. LEAVE APPROX 10" OF SPACE ABOVE IT BETWEEN THE CEILING OF THE COMPARTMENT AND THE OUTLET EXTERIOR OUTLETS ARE LISTED IN THE EXTERIOR SECTION FOR THE METALS DEPARTMENT TO SEE IT AND CONSTRUCT THE COMPARTMENTS ACCORDINGLY. THESE OULETS ARE ALSO LISTED IN THE EXTERIOR SECTION FOR THE ELECTRICAL DEPARTMENT TO BE APPRAISED OF THE OUTLET LOCATIONS.	1
25-13-7002	< >	12 Volt Power Outlet (Ea) Specify Compartment Location(s): D3 UP HIGH ON WALL 1 THIS OUTLET WILL BE IN A SURFACE MOUNTED BOX. FOR FLASH LIGHTS EXTERIOR OUTLETS ARE LISTED IN THE EXTERIOR SECTION FOR THE METALS DEPARTMENT TO SEE IT AND CONSTRUCT THE COMPARTMENTS ACCORDINGLY. THESE OULETS ARE ALSO LISTED IN THE EXTERIOR SECTION FOR THE ELECTRICAL DEPARTMENT TO BE APPRAISED OF THE OUTLET LOCATIONS.	1
25-DL-0200	S <	Notch In Exterior Compartment NOTCH IN P5 FOR INTERIOR DESIGN ***REAR STEP AND BUMPER ASSEMBLY***	1 1
30-01-0000	<	Rear Bumper With Angled Style End Caps (LOW) Includes Standard Reinforced Corner Angle Supports.	1
30-01-3500	>	Full Width Diamond Plate Rear Kick Plate ***IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD***	1 1
35-01-0000	<	One Piece Body Side Panels With Lower Impact Rails Includes Lower Impact Rails Only.	1
35-01-3000		Diamond Plate Running Boards With Grip Strut	1
35-01-7500	>	Rear Mud Flaps With Metal Stabilizers	1
35-01-9000		Stainless Steel Compartment And Entry Door Sill Plates	1
35-02-0000	< >	Drip Rail Over Door (Ea.) Specify Compartment: ALL DOORS	9
35-02-1000	<	24" High Front Stone Guards With Sealed Top Edge.	1
35-02-4500	<	Rear Corner Stone Guards (Kick Plate Height) With Sealed Top Edge.	1

PART NO	S	DESCRIPTION	QTY
35-02-5500		Polished Stainless Steel Plate Under Fuel Fill Area ***ELECTRICAL SYSTEM***	1 1
40-00-0550	< >	Elite G3 Touch Screen Electrical System Includes: (1) Front Switch Panel, (1) Rear Switch Panel. (2) Carling Switches on Curbside Wall on side of head end work station.(similar to 4159) (1) Center Strip Lights (1) Momentary Disable Switch For Curb Side Scene Lights. (1) Electric Oxygen with Regulator And Oxygen Display. Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator. (3) Power Point Studs - They Will Include A Full-time Hot, Battery On (Ignition Hot), & Ground. Dealer To Specify Location: BEHIND DRIVERS SEAT RADIO AUXILARY CABINET (1) Back-Up Camera (ASA VCCS150) The Streetside Dome Lights On Low With Entry Door. (On High Is Not An Option) NOTE TO DEALER: Only streetside dome lights are an option now, not capable of doing both at this time. Inverter Will Come On With Ignition If One Is Specified, Along With Button Provided On Switch Panel. NOTE: SET TIMER FOR RESTOCK TO 30 MINUTES	1
40-01-2000	<	Reverse Activated Alarm With Momentary Auto Reset Switch ECCO #575 Alarm.	1
40-01-5000	< >	Super Auto Eject Shoreline - 20 Amp Specify Location: ABOVE D2 ACCESS PANEL WILL BE THROUGH SHORELINE PLATE. Specify Inlet Cover Color: WHITE SPECIAL NOTE ABOUT 115 VOLT CURRENT DRAW (AMPS) This Unit Has A 20 Amp Shoreline Inlet That At A Capacity Rating Of 125% Has A Maximum Amperage Load Of 16 Amps. This Unit As Ordered Has A Total 115 Volt Amp Draw Of ** Amps. This Leaves A Reserve Of ** Amps For Interior Outlets. This DOES NOT Include Any Customer/Dealer Installed Equipment.	1
40-01-6900	<	**FACTORY USE ONLY** Shoreline Inlet Adapter Plug Present.	1
40-02-3500	< >	Vanner 20-1050 CUL 1000W Inverter With Display Includes 55 Amp Battery Charger Specify Remote Charger Display Location: Action Area	1

PART NO	S	DESCRIPTION	QTY
		Specify Remote Inverter Display Location: Action Area	
40-03-0000	<	Action Area Dual 2.1 amp USB Charger And 20 amp 12v Outlet Full Time Hot Circuit.	1
40-03-2000	<	R.F.S. Cabinet Dual 2.1 amp USB Charger And 20 amp 12v Outlet Mounted In The Lower Section On Wall #1. Full Time Hot Circuit.	1
40-03-6000		Action Area 125 Volt Outlet	1
40-03-7000	<	R.F.S. Cabinet 125 Volt Outlet Mounted In The Lower Section On Wall #1.	1
40-03-8500	<	Add 125 Volt Outlet (Ea) Specify Location: (1) ACTION AREA IATS - SPREAD APART AS MUCH AS POSSIBLE (3) R.F.S. (ALS) CABINET. ABOVE EACH SHELF IATS (1) ABOVE SQUAD BENCH ON WALL CENTERED ON BENCH (1) INSTALLED BEHIND THE PASSENGER SEAT CORNER IF POSSIBLE, DRIVERS SEAT CORNER IF PASSENGER SIDE CAN'T BE INSTALLED DUE TO DOOR.	6
40-04-4000	>	Power Door Locks For Side Entry & Rear Entry Doors	1
40-04-4500	< >	Additional Power Door Lock (Ea) Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals. Specify Compartment Location: P1, P4, P5,D1, D2, D3	6
40-04-6000	>	Hidden Switch In Rear License Plate Housing (Unlock Only)	1
40-04-7000	<	Interior Body Switch For Power Door Locks (Ea) Specify Location: ON SIDE OF WORK STATION BY THE HAND RAIL.	1
40-05-0500	<	2 Kenwood Speakers Mounted In The Ceiling Center Strip Volume Control Mounted In The Street Side Action Area. KFC-1365S Speakers.	1
		INTERIOR LIGHTING	1
45-01-0000		Oxygen Compartment Light	1
45-01-0500	<	Side Entry Door Stepwell 3" Round LED Light Whelen 3" Round Super-LED Surface Mounted	1
45-01-1500	<	8 Ceiling Lights Tecniq 8" LED Neutral White Frosted Dome With White Trim 4-Streetside 4-Curbside TecNiq# E08-LW00-1	1

PART NO	S	DESCRIPTION	QTY
		31LED's per light	
45-01-3000		12" Grote 60591 LED Action Area Light	1
45-01-7530	< >	4-Tecniq Rectangular Low Profile LED E30 "LED" Center Strip Lights ILOS Model # E30-LOS0-1 This Light Includes A Switch On The Light.	1
		EXTERIOR LIGHTING	1
50-01-0000	<	Whelen 600 Series "LED" Stop/Tail Lights (Pr) Use Whelen #60BTT Lights (Meets SAE Requirements). Mounted on rear of module between the turn and back up lights.	1
50-01-6000	< >	Whelen 600 Series "LED" Populated Amber Turn Lights (Pr) Mounted Above The BTT. Level With The Rear Door Handles. Wire To Flash Sequentially In The Direction Of The Arrow. #60A00TAR	1
50-02-6000	< >	Whelen 600 Series "LED" Populated Amber Turn Light IATS (Pr) Specify Location: FRONT WALL - OUTBOARD POSITION - Below 900's. Wire To Flash Sequentially In The Direction Of The Arrow. #60A00TAR	1
50-02-9000	>	C.P.I. License Plate Housing	1
50-02-9500	<	Whelen 600 Series Back-Up Lights (Pr) Mounted Above the rear kick panel. BELOW BTT WHELEN #60C00VCR	1
50-03-2000		Two Reverse Activated Whelen 900 Rear Load Lights	1
50-03-5500		Whelen 900 Side Scene Lights (Two Each Side)	1
50-03-9000		Right Side Scene Lights On With Open Side Entry Door	1
50-04-2000	S	Rear Side Scene Lights On In Reverse IATS	1
50-04-5000	<	Wire Rear Emergency Light Flashers To Brake Circuit IATS Specify Light Location: Rear Window Level Lights	1
50-04-7500	>	Federal Commander COM1 "LED" ICC Marker Lights	1
50-04-7700	S		1
50-04-8000	<	Innovative Lighting Slimline Rear DOT/Brake Light Mounted Above The Rear Doors. Mounted Above The Drip Rail Unless Otherwise Specified. Mid Sections To Be Wired Thru The Brake Light Circuit.	1
50-04-8100	<	Innovative Lighting Slimline Front DOT Light Mounted Above The Drip Rail Unless Otherwise Specified.	1
	<	***RADIO PROVISIONS AND AIR HORNS*** Pricing does not include installation of customer supplied radio	1

PART NO	S	DESCRIPTION	QTY
		equipment unless otherwise stated. All customer supplied radio equipment must be received at Life Line prior to construction start date.	
55-01-1500	<	Life Line Air Horn Compressor #F15011 For (2) Air Horns Specify Compressor Location: Top Left of D2 (Include Mesh Cover Over The Pump). Specify Floor Or Button Switch Location: Button on top flat area of floor console. TO DRIVERS SIDE Includes One Standard Frame Mounted Air Tank. See Section #55-01-30 For Horn Locations.	1
55-01-3000	S	> 10"/12" Buell Horns Mounted Under The Front Bumper	1
55-01-8500	<	KE-794 Antenna Base With Coax Specify Termination Location: (1) Front Module Roof To Behind The Driver's Seat In The Auxiliary Electrical cabinet. COIL, ZIP TIE & TAG	1
55-02-1500	<	KE-794 Module Roof Antenna Base/Coax (Ea) (1) Mid Roof To Behind The Driver's Seat In The Auxiliary Electrical cabinet behind drivers seat. (1) Rear Roof To Aux Elect cabinet behind Drivers seat COIL, ZIP TIE & TAG	2
55-02-5500	<	Radio Pre-Wire Power And Ground 20 AMP Or Less Circuit (Ea) Full Time Power And Ground And Battery On (Ignition On) Circuits. Butt Splice Termination Points. Specify Termination Location: (1) ACTION AREA SWITCH PANEL COIL, ZIP TIE & TAG (2) FRONT CONSOLE COIL, ZIP TIE & TAG	3
55-02-6500	<	Install Customer Supplied Radio Cables (Ea) Specify Routing And Termination Location: (2) AUXILIARY ELECTRICAL CABINET TO FRONT CONSOLE. COIL, ZIP TIE & TAG (1) AUXILIARY ELECTRICAL CABINET TO ACTION AREA SWITCH PANEL. CABLES MUST BE AT LIFE LINE PRIOR TO CONSTRUCTION START. Ship to: Life Line Emergency Vehicles 1021 West 1st Street Sumner, IA 50674 **NO EXCEPTIONS** ALL CABLES MUST BE MARKED FOR ORIGIN AND TERMINATION. ANY CABLE THAT IS NOT MARKED WILL NOT BE INSTALLED. **NO EXCEPTIONS**	3

PART NO	S	DESCRIPTION	QTY
55-DL-0100	S	< Havis Radio Bezels	2
		Install Two Havis Radio Bezels in Front Console for Radios.	
		SIRENS AND EMERGENCY LIGHTING	1
60-01-1100	< >	Whelen 295HFS2 295HFSDA Dual Amp Siren System ILOS	1
		Includes Dual Amp Option.	
		Meets 49 State Requirements.	
60-01-4000		Federal Signal ES100C Thru Bumper Speakers (E-Series)	1
60-01-9000	< >	4 Whelen 900 Super "LED" Side Module Warning Lights	1
		Part #90RR5FRR	
		Mount The Side Lights Inline.	
		Comet Flash Pattern:	
60-02-5000		Delete The 2 Standard Front Module Warning Lights (Credit)	1
60-02-8100		Delete The Standard Center Front Module Warning Light (Credit)	1
60-02-9500	< >	2 Whelen 900 Super "LED" Rear Module Warning Lights	1
		#90RR5FRR With Red Lens	
		Modu Flash Pattern:	
60-03-3000	< >	1 Whelen 900 Super "LED" Center Rear Warning Light	1
		Part #90RR5FRR With Red Lens.	
		Modu Flash Pattern:	
60-04-4610	< >	Emergency Lights On In Reverse	1
		Specify which Button on the touch screen or flasher circuit is to be activated.	
		PRIMARY	
60-04-5100	< >	2 Whelen 500 Super "LED" Grille Lights	1
		Model # ILOS: #50R02ZRR	
		Comet Flash Pattern	
60-05-0500	< >	2 Whelen 700 Super "LED" Intersection Lights	1
		Part # 70R02FRR	
		Comet Flash Pattern:	
60-07-1520	< >	7 Whelen 900 Super "LED" Front Module Warning Lights	1
		Color Lens	
		Specify Whelen Part #: LAYOUT TO BE R/R/C/R/C/R/R	
		(5) #90RR5FRR	

PART NO	S	DESCRIPTION	QTY
		<p>(2) #90CC5FCR All on Pri/Sec Specify KKK Or Comet Flash Pattern: MODUFLASH 1,2,4 & 6 ON FRONT LIGHT BAR SWITCH 3 & 5 ON IN PRI. OFF IN SEC.</p>	
60-09-0495	<	<p>Tomar Traffic Pre-Emption Strobe with Power Supply (1) RECT-37S Clear Light (1) E23223 Chrome Bezel (1) 401-1228-PREHI Emitter Power Supply</p>	1
60-10-0000	<	<p>Whelen 700 Red Or Amber Or Blue Super "LED" Light (Ea) Specify Location: P5 AND D3 DOORS MID HEIGHT FOR MARKER LIGHT AND TURN. USE STOP TAIL PART # 70BTT ILO WARNING LIGHT.</p>	2
60-10-0130	<	<p>Rear Window Level Whelen 900 Red Or Amber Or Blue Or Clear Super "LED" Lights(2) Specify Whelen Light Number: #90RR5FRR Set to Brake Override. Comet Flash Pattern:</p>	1
	<	<p>***PATIENT COMPARTMENT*** NOTE: PLEASE USE FASTENERS ON THE VERTICAL POLISHED STAINLESS ON THE LEFT AND RIGHT WALL AT THE REAR OF THE INTERIOR JUST INSIDE THE REAR ENTRY DOORS. THE TAPE HAS NOT BEEN HOLDING UP. FOR PICTURES SEE#4159 IN DOCU SHARE OR ANYONE IN THE LIFE LINE SALES DEPARTMENT</p>	1
65-00-9900	<	<p>SPECIAL NOTE TO DEALER Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.</p>	1
65-01-3000	<	<p>1/4" Clear Polycarbonate Sliding Doors On Cabinets Includes Brushed Finish Interior Trim.</p>	1
65-02-2000	S < >	<p>"LL Standard Package" Stryker Power or Performance Load System Specify for Power or Performance - POWER LOAD Standard Cot Brackets Included</p>	1
65-02-2240	< >	<p>"Dealer/Customer Supplied Package" Stryker Power or Performance Load System POWER LOAD - DEALER SUPPLIED Will Be Center Mount Unless Otherwise Specified Includes:</p>	1

PART NO	S	DESCRIPTION	QTY
		<p>Floor Structure - Tapping Blocks Includes Life Line Supplied Power & Performance Load Floor Plate Kit #6390-700-001 - (Needs to Include Track Cover) Wire with 10 Gauge Power and Ground with a 15 Amp Circuit Breaker Powered by Shoreline or Battery on Power. The Power And Ground Is Run To Inside The Track, Or To Trolley If Supplied. Complete 6390 Power or 6392 Performance Load System Installed Be sure to leave main power switch in the off position. Will Be Center Mount Unless Otherwise Specified Does NOT include cot. Includes Std. Life Line Push Rail Floor Mount Stryker Part# 6360-030-11 LL#F09042 Does Not Include Push Rail</p>	
65-02-8000	<	<p>L.R.O. Cabinet With Speed Load Door With Positive Lock Feature. To include (1) PVC shelf in each section.</p>	1
65-03-3500	<	<p>Cabinet Above The Side Seat With Speed Load Door With Positive Lock Feature.</p>	1
65-03-7500	<	<p>L.F.O. Cabinet With Speed Load Door With Positive Lock Feature. To include (1) PVC shelf In each location.</p>	1
65-04-1500	< >	<p>Left Rear Base Cabinet With Speed Load Door With Positive Lock Feature. Includes (2) Adjustable shelves in each section.</p>	1
65-04-6600		<p>Delete Standard Telemetry Area Cabinet</p>	1
65-04-8100	<	<p>Delete Standard Lower Telemetry Area Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.</p>	1
65-05-0000	<	<p>Slanted Action Area Switch Panel Includes Sliding Polycarbonate Doors Forward Of The Switch Panel Unless Otherwise Specified.</p>	1
65-05-0500	S < >	<p>Lower Action Area Cabinet With Bottom Hinged Door BOTTOM HINGED FRAMED POLY DOOR</p>	1
65-05-3600	<	<p>Delete STD Action Area Tip-Out Trash Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.</p>	1
65-05-4500	<	<p>Side Facing CPR Seat w/Contoured Ergo Backrest & 4-Point Belt with Hinge Lid Includes Black IMMI 4-Point Seat Belt.</p>	1
65-05-8000	< >	<p>Rear Facing EVS Sewn Seat With Child Seat On EVS Pedestal/Swivel Base 1802 EVS Sewn Seat.</p>	1

PART NO	S	DESCRIPTION	QTY
		<p>Sierra Dark Red #SIE-6526 Requires EVS Provided Pedestal Base For Compliance. Includes Lap Seat Belt. Requires Lower Streetside Aisle Cabinet And Bulkhead Wall Cabinet For Overflow Electrical Equipment. O2 TANK AT THE HEAD OF COT.</p>	
65-05-9795		Delete Contoured Ergo Backrest/IMMI 4 Point Seatbelt (Ea)	2
65-06-2000	< >	Rear Facing Electrical Cabinet And Door Vent Accordingly.	1
65-06-9000	<	<p>Cabinet Above The Walk-Thru With Hinged Solid Door Specify Hinge Side: TOP (USE GAS SHOCK) Solid Surface Door INSTALL SIMPLEX LOCK 900 SERIES LOCK M1 Latch bottom centered.</p>	1
65-07-2000	<	Delete Right Front Upper ALS Cabinet Doors Trim Open Edge With Stainless.	1
65-07-5000	<	Delete Right Front Lower ALS Cabinet Doors Trim Open Edge With Stainless.	1
65-07-8010	< >	<p>Full Height ALS Cabinet With "ROM" Series 4 Door NOTES</p> <p>1. ROLL UP OF DOOR TO BE ALL THE WAY TO THE REAR OF THE CABINET RATHER THAN THE FRONT LIKE LAST UNIT #4159</p> <p>2. ALS WILL HAVE 2" MORE ADDITIONAL PASS THRU WIDTH THAN LAST UNIT #4159</p>	1
65-08-0500	<	<p>CS Squad Bench w/Contoured Ergo Backrests w/1 Piece Lid & No Divider Includes 1 Set Of Black IMMI 4-Point Seat Belts. v</p>	1
65-08-2000		Delete Squad Bench Post/Wheel Cups	1
65-08-3600	S < >	<p>Superliner Head Of Squad Bench Work Cabinet DOES INCLUDE CORIAN COUNTER TOP - SMOOTH NO LIP AND 15" WIDE FOR HEART MONITOR</p> <p>THIS WORK STATION WILL HAVE 2 DRAWERS FACING SQUAD BENCH AND ASSIST RAIL.</p> <p>THERE WILL BE NO POWER OUTLETS INSTALLED NEXT TO DRAWERS</p>	1

PART NO	S	DESCRIPTION	QTY
65-08-5200		< > O2 Storage Area with Bottom Hinged Door At Head End Of Squad Bench Vortex Lined Note to Dealer: With Ferno 516 bracket to store two tanks vertically.	1
65-08-8500		Squad Bench Headrest Cushion	1
65-09-2000		< > Two Section Bandage Cabinet With Speed Load Doors With Positive Lock Feature. Specify Cabinet Depth: 8"	1
65-09-6000		< Recessed Glove Box Storage In Cushion Area Above Doors(Ea) Recessed Storage Box With Top Hinged Heavy Polycarbonate Door. Specify Location: (2) ABOVE SIDE ENTRY (2) ABOVE REAR ENTRY Specify Number Of Box Cut-Outs: 4 SPECIAL NOTE: Unless Otherwise Specified, Cabinet Will Fit A 5" High x 10" Wide x 4" Deep Glove Box.	4
65-09-8600		< > 100" Long Formed Streetside Ceiling Grab Rail (Powder Coated) SAFETY YELLOW	1
65-09-9510		< > 100" Long Formed Curbside Ceiling Grab Rail (Powder Coated) SAFETY YELLOW	1
65-10-1510		< > Formed "L" Door Assist Rails Mounted Inverted (Powder Coated) SAFETY YELLOW	1
65-10-2010	S	< > Formed Assist Rail At The Head End Of The Squad Bench (Powder Coated) FACING THE SIDE ENTRY DOOR STEPS. SAFETY YELLOW	1
65-10-3000		Delete Formed Assist Rail On The Left Rear Wall	1
65-10-4010		< Add Powder Coated Formed Assist Rail Right wall ILOS Safety Yellow	1
65-10-5000		< Two C.P.I. #IV2008 Rubber Recessed IV Brackets Mounted In The Mid/Rear Cot Position.	1
65-10-9000		Southco M1 Stainless Cabinet Latches	1
65-11-3000	S	< Cabinet Drawer (Ea) Specify Cabinet Location:	6

PART NO	S	DESCRIPTION	QTY
		(2) HEAD END CURBSIDE WORKSTATION FACING SQUAD BENCH. (3) FOOTEND CURBSIDE FACING SQUAD BENCH (1) HEAD END STREETSIDE FACING SQUAD BENCH. DRAWERS TO INCLUDE 3 LEFT TO RIGHT DIVIDERS EACH.	
65-12-2600	<	<i>Intellitec Clock/Time Manager Mounted In The Action Area</i> Install as close to the suction unit as possible. Customer will need room for a radio forward of this clock.	1
65-12-2800	<	<i>Intellitec Clock/Time Manager Mounted In Rear Head Cushion</i> Specify Mounting Location: Rear Head Cushion	1
65-12-5200	<	<i>Simplex 900 Series Lock (Ea)</i> Specify Cabinet Location: UPPER WALK THRU CABINET USE 900 SERIES LOCK.	1
65-13-4500	S <	<i>Install Customer Supplied Heart Monitor Bracket</i> Specify Brand and Model #of Desired Bracket: Specify Mounting Location And Include Overall Dimensions Of Heart Monitor With Bags: the Zoll X series Defib mount we have used the NCE mount in the past which measures 14" wide by 12" Deep. Mounted so that the front flat edge of the mount was 3 inches back from the edge of the shelf	1
65-13-8500		<i>Counter Top Height Polished Scuff Protector On Left Wall</i>	1
65-14-1000		<i>Squad Bench Height Polished Scuff Protector On Right Wall</i>	1
65-14-4500	< >	<i>Adjustable Vertical Shelf Divider (Ea)</i> Specify Cabinet Location: (8) LRO CABINET - 4 UPPER AND 4 LOWER (4) CABINET ABOVE SIDE SEAT - 2 EACH SIDE(CABINET OVER THE STREETSIDE SQUAD BENCH) (8) LFO CABINET - 4 UPPER AND 4 LOWER (6) CABINET OVER THE CURBSIDE SQUAD BENCH - 2 IN LEFT (FORWARD) SIDE AND 4 IN RIGHT (REARWARD) SIDE (12) LEFT REAR BASE - 2 ABOVE EACH SHELF	38
65-15-0005		<i>Interior Laminate: Designer White D354-60</i>	1
65-17-0007		<i>Seam Sealed Cushions Vinyl: Sierra Dark Red C703-F</i>	1
65-18-0002		<i>Welting Between Cabinets: Light Gray</i>	1
65-19-0012	< >	<i>Counter Tops (Main): Sagebrush</i> Standard with 1" Lip	1

PART NO	S	DESCRIPTION	QTY
65-20-0005		> Counter Tops (Accent Stripe): Glacier White	1
65-21-0009	<	> Lonseal Floor Selection: Loncoin II Flecks #150 Onyx Specify: Rolled Up 4" On Both Sides Unless Otherwise Specified.	1
65-CS-0000	S <	Small Action Area Tower Cabinet THIS CABINET WILL RUN FULL HEIGHT FROM COUNTER TOP TO THE BOTTOM OF THE ACTION AREA ANGLED CABINET AND INCLUDE (1) ADJUSTABLE SHELF. THIS DOOR WILL BE HEAVY DUTY POLY AND RIGHT HINGED. CABINET WILL BE APPROX 10" WIDE. Use M1 Latch.	1
65-CS-0400	<	> Diamond Plate Waste Can Holder/Waste Container (Ea) Specify Location: WALK THRU AREA AGAINST RFS IN AISLE - INTAKE VENT FOR HVAC NEEDS TO BE INSTALLED HIGHER THAN LAST UNIT WILL BE LARGER TO ACCOMODATE CUSTOMERS GARBAGE CAN The garbage can is 20" high and the bottom of the can is 8.5" X 12" The top of the can is 11" X 15" and it is still 20" high.	1
65-CS-1600		Standard Smooth Headliner	1
65-DL-0100	S <	Right Rear Overhead Cabinet Specify Custom Option: THIS CABINET WILL BE LOCATED AT THE RIGHT REAR FACING THE AISLE AND WILL BE ABOVE THE DRAWERS AS TALL AS POSSIBLE WITH 2 ADJUSTABLE SHELVES. Inside Access only. FRAMED POLY DOOR WITH THE HINGE ON THE RIGHT SIDE. M1 LATCH IS TO BE USED	1
PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS			1
70-01-0000		Static Module Fresh Air Intake Vent	1
70-01-1000		12 Volt Powered Exhaust Fan	1
70-01-1500	<	> Cabinet Mounted Free Blow 12 Volt Pro Air Rear Heat/AC Unit Includes Digital Temperature Display. Includes Climate Indicators For Heat/AC/Fan Speed. Includes High-Medium-Low Fan Speeds. NOTE: INSTALL AIR INTAKE VENT UP HIGHER ON THE RFS WALL SO THAT CUSTOMER CAN INSTALL A GARBAGE CAN HOLDER IN THE LOCATION WHERE IT IS ON CURRENT UNIT #4159 GARBAGE CAN HEIGHT IS 30"	1

PART NO	S	DESCRIPTION	QTY
70-01-2400	<	Inline Booster Coolant Pump 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System.	1
70-01-2500		Standard R.F.S. Overhead Cabinet Heat/AC Unit Location	1
70-01-6500	<	Yellow Certifoam High Density Insulation Body/Floor/Doors (R-6) GAS CHASSIS' INCLUDE THERMOTECH HEAT BARRIER PART #F18084 THIS GOES ON THE HEAT SHIELD THAT GOES OVER THE AXLE. THIS ALSO GETS THE THERMO HEAT INSULATION BLANKET ON THE BOTTOM OF THE FLOOR AND GOES FROM THE FRONT OF THE MODULE TO THE FUEL TANK.	1
70-01-6600	>	Automotive Grade Undercoating Under Module Body ***OXYGEN SYSTEM***	1 1
75-01-0000		Ohio Style Action Area Oxygen Outlet	1
75-01-2010	<	Ohio Style Ceiling Mounted Oxygen Outlet Mounted In Ceiling Center Strip Patient waist area	1
75-01-4000		Ohio Style Right Wall Mounted Oxygen Outlet	1
75-01-8000	< >	Interior Oxygen Access/Viewing Door ACCESS DOOR WILL BE A RIGHT HINGED (WITH CHAIN) POLYCARBONATE FRAMED DOOR ON THE CURBSIDE REAR FACING THE AISLE.	1
75-02-0000	<	"M" Oxygen Tank Bracket In Non-Standard Location Specify Location: P-5, Curbside Rear Compartment ON WALL #2 CLOSE TO WALL #1. Same as last unit	1
75-03-1500	< >	Ferno #516 Oxygen Mount (Dual Floor)(Ea) Specify Location: LOCATED IN THE HEAD OF THE SQUAD BENCH, FACING THE STEP WELL. BOTTOM HINGED SOLID DOOR. ENTIRE INTERIOR OF THIS AREA IS TO BE VORTEXED LINED. (option 65-08-5200) ADD THE VELCRO STRAPS ***SUCTION SYSTEM***	1 1
80-01-0000		12 Volt Gast Suction Pump Controlled By Switch on Switch Panel	1
80-01-1500	<	1 Ohio Style Action Area Suction Outlet LOCATE IN THE RECESSED CANISTER AREA. AS WAS DONE ON 4159.	1

PART NO	S	DESCRIPTION	QTY
80-01-7500	<	SSCOR 22000 Suction Unit W/23002 Disposable Trap Set Includes Flush Mounted Action Area Panel And Disposable Trap Set. Includes Standard Suction Outlet #80-01-15.	1
80-01-8500	S	< > Recessed Suction Unit Below Action Area BELOW HEAD END OF STREETSIDE SQUAD BENCH LIKE 3627 SLIDE OUT WITH NOTHCED POLY FACE AND SOUTHCO LATCH.	1
	<	***PAINT*** FOR PICTURES SEE#4159 IN DOCU SHARE OR ANYONE IN THE LIFE LINE SALES DEPARTMENT	1
85-00-0100	<	> Standard Axalta Paint Process And Warranty Includes 6 Year Pro-Rated DuPont Paint Warranty.	1
85-00-0500	<	O.E.M. White Chassis Color Ship Loose Tube Of O.E.M. White Touch-Up Paint With The Unit.	1
85-01-1000	<	O.E.M. White Module Body Color Touch-Up Paint Is Included For Colored Module Body Stripes.	1
85-01-4500	S	Delete Standard Beltline Stripe	1
85-02-8100	<	Lower Cab And Module Painted Two-Tone (50/50 Design) Lower Cab And Module Painted One Color And The Upper Cab And Module Body Painted Another Color. This Paint Line Is Painted Up To The Door Gaskets Into The Jamb. Specify Upper Color: WHITE (Includes Cab Roof, "A/B" Posts, Hood). Specify Lower Color: RED # 29059EW (RED WILL BE IN LINE WITH THE TOP OF THE HEADLAMP OF THE CHASSIS, FOLLOW THRU TO THE BODY IN A STRAIGHT LINE. IT WILL THEN ANGLE UPWARDS AT ABOUT 22" FROM THE FRONT OF THE BODY UP TO THE TOP AT APPROX 78" FROM THE FRONT OF THE BODY. NOTE: THE ROOF WILL REMAIN WHITE.	1
85-02-9500		Do Not Paint The Nader Pins/Install After Paint Process	1
85-03-2500		> Delete Standard Edge Pinstripe	1
85-04-0600	<	> 6" Wide Rear Wall Chevron (Two Color-Full Wall) Specify Tape Color #1: LIFE LINE #F170070 RED Specify Tape Color #2: LIFE LINE # F170071YELLOW/ GREEN TWO COLOR TAPE ON THE REAR WALL. DOES NOT INCLUDE THE OUTER DOOR PANELS. WITH CHEVRONS BEING INSTALLED PRODUCTION WILL NOT BUFF THE REAR WALL NOTE: SAME AS LAST UNIT, VERIFY COLORS. UNIT #4159	1

PART NO	S	DESCRIPTION	QTY
85-04-1000	S	< > Lower Door Panel Chevron (Inner Door Panel) (Ea) Requires Smooth Aluminum Door Panels ILOS. SPECIFY WIDTH AND COLOR OF STRIPES: MATCH REAR CHEVRON ENTRY DOOR LOWER PANELS ONLY	3
85-04-1200		< > Diamond Grade Chevron Upgrade Specify Tape Color: ***EMBLEMS AND DECALS***	1 1
90-01-0500		Install Roof "SOL" Decal Only (Delete All Other Decals)	1
90-01-1100	<	"NO SMOKING" - "FASTEN SEAT BELT" Decals 1-Installed In The Cab. 1-Installed In The Module.	1
90-01-1200		No Other Decals or Lettering Included Unless Specified Below	1
90-01-5100	<	Install 3/4" White Reflective Tape Around Side And Rear Entry Doors KKK-F Certification Requirement.	1
95-DC-LL01	S	< Stryker Power Load System Specify Custom Option: DEALER SUPPLIED - LIFE LINE INSTALLED	1
95-DC-LL02	S	< Stryker Power Pro Cot Specify Custom Option: DEALER SUPPLIED - SHIP WITH COMPLETED AMBULANCE	1
95-DC-LL03	S	< Setcom System wired/Two Head Set Cab Only Specify Custom Option: DEALER SUPPLIED WIRED TWO PERSON HEADSET IN CAB ONLY - LIFE LINE INSTALLED	1
95-DL-0100	S	< Delivery Specify Custom Option: ***END OF QUOTE/PRODUCTION ORDER***	1 1
95-SP-0100	<	1 Original & 1 Revision Work Order Before Penalty Pricing 1 Original Draft & 1 Revision Draft Work Order Before Penalty Pricing. The Revision Rate Is \$75.00 Per Hour With 1 Hour Minimum Charge.	1
95-SP-0200	<	1 Original & 1 Revision Drawing Before Penalty Pricing 1 Original Draft & 1 Revision Draft Drawing Before Penalty Pricing. The Revision Rate Is \$75.00 Per Hour With 1 Hour Minimum Charge.	1

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	RELEASE OF ESCROW DEPOSIT FOR THE PUBLIC IMPROVEMENTS AT THE FRANKLIN WELLNESS CENTER LOCATED AT 8800 S. 102ND STREET	ITEM NO. <i>G.5.</i>

BACKGROUND

Pursuant to the development of the Franklin Wellness Center located at 8800 S. 102nd Street, please be advised that Staff has reviewed the public improvements contained in the development agreement and find that all items have been completed.

This was tabled at the November 5, 2019 Common Council meeting. Since that time, Staff has confirmed that the concerns are not related to the commitments in the development agreement.

ANALYSIS

Staff recommends releasing the escrow deposit of \$2,421.86.

OPTIONS

- A. Approve release of escrow; or
- B. Provide further direction to staff.

FISCAL NOTE

Does not impact budgets.

RECOMMENDATION

(Option A) Motion to authorize staff to release the escrow deposit for the public improvements at the Franklin Wellness Center located at 8800 S. 102nd Street.

Engineering Department: GEM

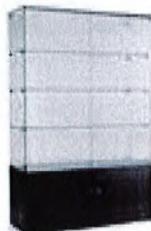
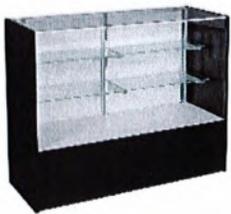
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<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE December 17, 2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Council Feedback for Logo Sign and Chamber Updates Proposed for Common Council Chambers and Lobby</p>	<p>ITEM NUMBER <i>G.6.</i></p>

Logo and Chambers Update: The Economic Development department is interested in installing the new logo on the Council Chambers wall behind the dais for an estimated cost of between \$600 - \$1200 depending on size and type of sign installation. This activity would come out of marketing funds for the Economic Development Department.

I am seeking feedback on size preference (10' versus 6') and on painting the paneling and the brick to brighten and update the room and create a crisp backdrop to display the new logo. This activity would come from Economic Development Department marketing funds.

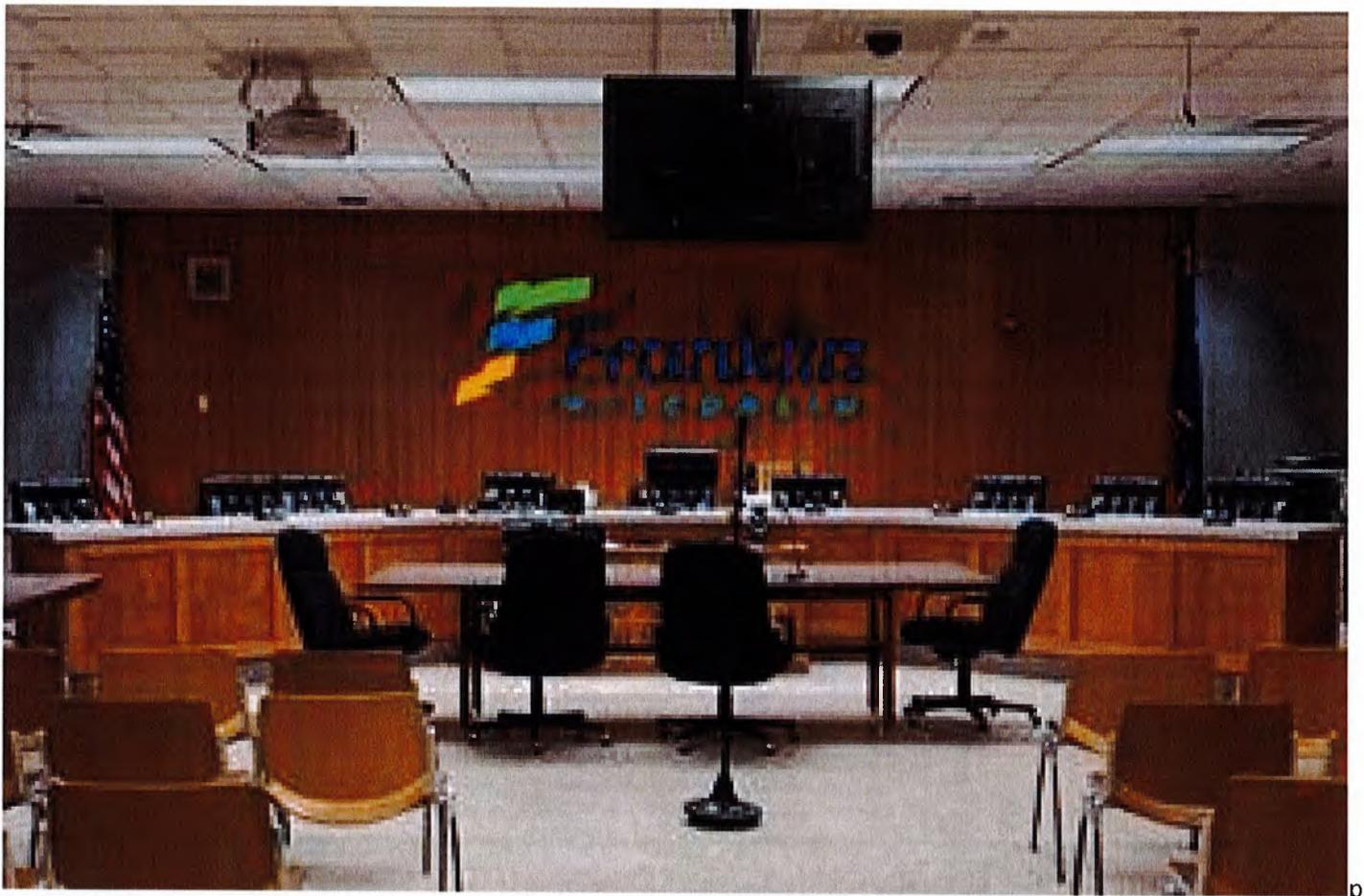
Lobby Cabinet: The Economic Development Department is also interested in purchasing a locking display cabinet for the City Hall Lobby in order to promote the Franklin business community by showing off goods and services produced in Franklin and other related promotional opportunities that we wish to share with the public, possibly including various awards earned by the City over time. Floor, tabletop, and wall mount versions are available at all sizes and price points and I anticipate the cost to be between \$500 and \$3000. Before investing time and money, I am seeking Council members feedback as to whether you would like to see this in the lobby. This purchase would come out of the Economic Development Department budget. Below are some samples of various display units.



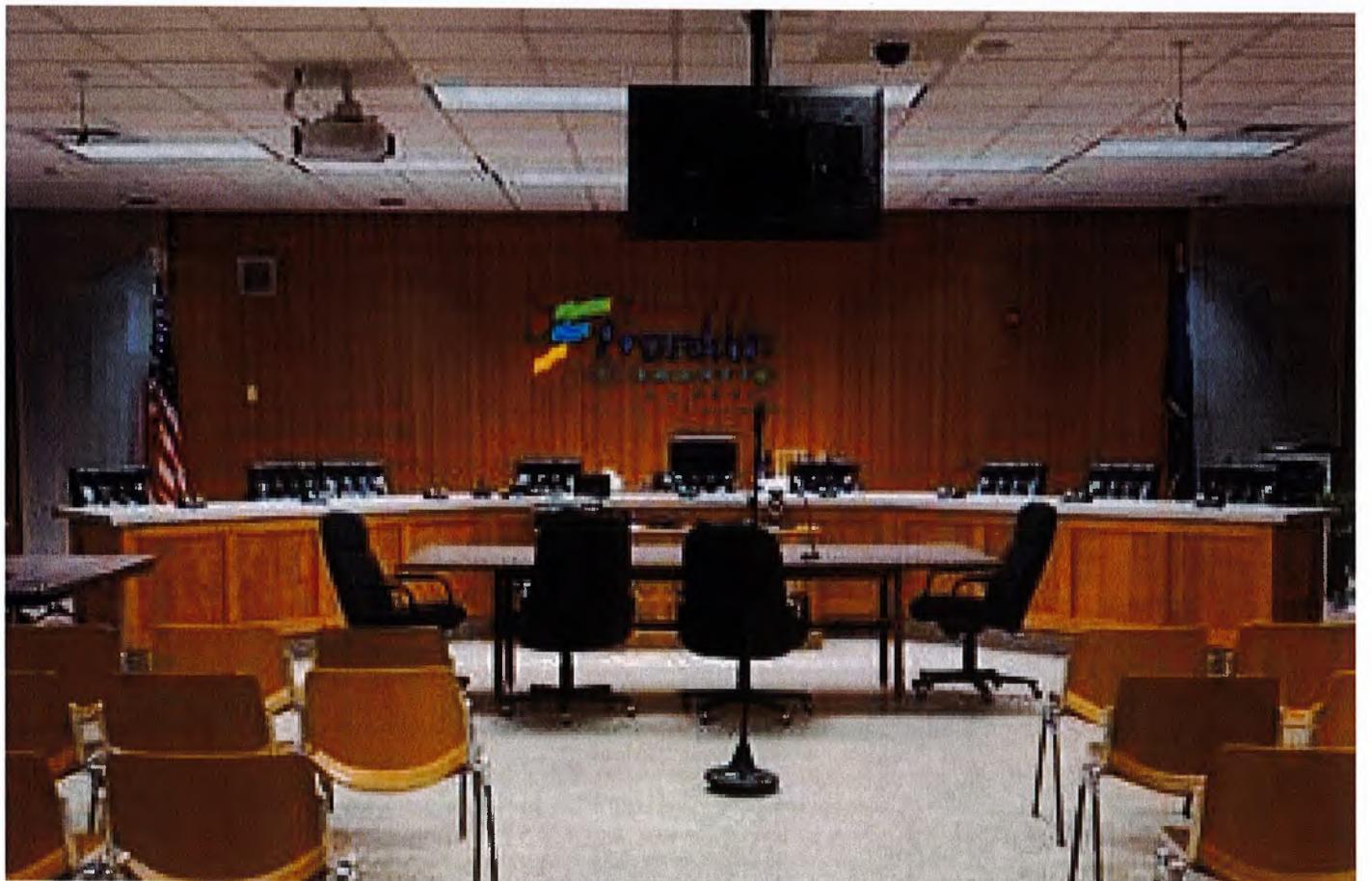
COUNCIL ACTION REQUESTED

Provide feedback on the proposed activities for Council Chambers and City Hall Lobby.

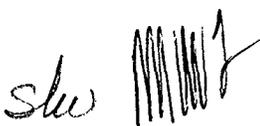
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<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">12/17/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project; confirmation approval of Change Orders 2 through 7; and authorization for the Director of Administration to execute a change order to extend the contract term for the limited, identified tasks and punch list items and a change order for extension of the project for landscaping installation</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G. 7.</p>

The intent of this Council Action Sheet is to provide a brief summary of the City Hall Roof, HVAC, and Fascia Wood Replacement Project and follow up on information previously reported. The project is largely completed and has moved into the punch list and close-out phase, with the exception of landscaping which was mutually agreed to delay until spring. Note that the carpeting of the Clerk's Office and move back in was not part of this overall contract/project.

As previously noted, the Director of Administration, working closely with the architect, Director of Inspection Services, and Facilities Manager, have monitored the projects and promptly addressed issues as they came up so that the project could remain on task.

As a reminder, the project budget is \$1,775,000. In addition to the construction contract and base architecture charges, that amount includes \$14,980 planned for City operational expenses associated with department staging and \$111,100 in overall project contingency (or \$126,080 combined). The contingency needs to cover changes the City requests, changes forced by the project due to design or construction conditions, and the architect's reimbursable expenses. Note that if the contractor does the work, the contingencies ultimately become change orders. Following is a brief update on the change orders:

- Change Orders and Anticipated Change Orders Previously Reported: (CO #1 was voided)
 - Message board (CO #2) previously estimated at \$3,900. Anticipated Final cost: \$4,749.72.
 - Community Room entrance door foundation excavation and soils (CO #3) previously estimated at up to \$5,000. Final cost: \$2,198.37.
 - Screening around rooftop HVAC Units (CO #4) previously estimated at \$5,000 to \$7,000. Final cost: \$7,577.00.
 - Stairwell firewall continuity and light, old interior masonry repair, 2 added lights to north garage door (CO #5). Final cost: \$8,627.77.
 - Rear canopy support rod adjustment was previously estimated at around \$3,000, but resolved with no added work or cost.
- Change Orders, Anticipated Change Orders Not Previously Reported, or other direct costs:
 - Cabinet heater electrical connections (CO #6): In order to avoid shutting off all power to City Hall, including the generator, for 1 to 3 hours (if everything went well) some existing circuits had to be re-worked. Final cost: \$3,498.
 - Fiber cement over garage doors (CO #7). The block underneath the old wood "wings" or hood that was previously over the doorways was intended to simply be painted. The quality of the block, however, would have left a very poor result. As such, the boards used around the top of the building were worked into those spots by the Architect with a much better result. Final cost: \$4,398.
 - Soils testing. Per contract this is a direct City cost. Final cost: \$1,794.
 - HVAC Engineer/Designer oversight. Anticipated added charge to provide greater oversight than initially planned. Final cost: \$1,200.

- **Operational Expenses:**
 - \$5,090.24 of expenditures have been recorded against the \$14,980 that largely covers the cables and wiring for creating work stations in the hearing room. \$3,120 was used to purchase the carts for moving and holding employee's stuff during the move. Purchasing these was as cheap or cheaper than renting and they can be reused during carpeting projects. Other small charges have likely been absorbed by IT and Municipal Buildings' budgets, which may be moved over later if need be. Other small charges, such as new blinds in the Clerk's Office, may yet occur.
 - \$4,000 previously approved for 2 benches, a waste receptacle, and a cigarette receptacle for placement under the main entrance canopy is on hold to ensure sufficient funding remains available.
 - Previously approved Mud-Jacking of sidewalks. Final cost: \$8,150
 - Previously approved Asbestos. Final cost \$9,175.
 - Clerk's Office Carpeting. Final cost \$22,995.
 - Added Painting of Clerk's Office area walls. Final cost \$2,350.
- Reimbursable expenses currently sit at \$6,323.28, and those should not go up substantially.

These items amount to an estimate of \$92,126.38 of the available \$126,080. There are still costs for the architect not paid, but those are not part of this component of the project budget.

Two additional change orders are involved in moving the project forward. The first is a change order that provides for an extension of the period to complete the project. December 12 was to be the day the project was completed with close out by December 31. The Architect confirms that they have reached substantial completion by the December 12 deadline. A number of the change orders listed above added delay to the project as well as weather delays. The message board, for example, has not even arrived. A complete list of outstanding items for a draft change order is attached. The Director of Administration and architect believe a reasonable compromise for the additional work and related time is a change order that extends the contract nominally to complete these few items and the architect's punch list. To put this in context, the architect believes that they are 98 to 99 percent completed. The change order would also extend the period through which they can provide all product manuals, warranty documents, etc. (known as "project closeout"). Absent approval of the change order, the contractor would arguably be subject to the liquidated damages clause of the contract. Given the factors leading to the delay, having achieved substantial completion by December 12, and primarily needing to address reasonable punch list items; it is recommended that the change order be authorized.

The second is a change order to extend the period for landscaping for it to be done in the spring. There is no added cost from the contractor and monies will be held back until the work is completed. This will cause about a \$1,000 to \$2,000 cost from the Architect as their services will be completed and the work and trips required are duplicative of work they are doing now relative to punch lists, etc.

Any costs related to project efforts carried forward into 2020 may require a 2020 budget modification to carry forward the unused and unencumbered portions of the 2019 project budget.

COUNCIL ACTION REQUESTED

Move to accept the update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project, including confirmation approval of Change Orders 2 through 7, and to authorize the Director of Administration to execute a change order to extend the contract term for the limited, identified tasks and punch list items and a change order for extension of the project for landscaping installation.

FRANKLIN CITY HALL

Prime Contract Potential Change Order #8

PCO #008

Potential Change Order Title: Segmented Completion of various scopes of work and punch list items completed beyond original date noted in contract documents (12/12/19). Punch list items noted on Substantial Completion date of 12/12/19 will be completed no later than 12/31/19

Change Reason: Owner requested changes via Construction Bulletins addressed later in project that are tied to material lead time restrictions (i.e. light fixtures, specialty products, etc...) and material lead time delays that affect installation of various items

Potential Change Order Description: (The Contract is Changed as Follows)

Change Order request is being submitted to address items that will need to be completed outside of architect's punch list being conducted on Wednesday 12/11/19 and Thursday 12/12/19 and to ask for extension of punch list completion no later than 12/31/19

- 1) Landscaping (Spring of 2020 – refer to PCO #009 for description)
- 2) Rear stairwell ceiling (Construction Bulletin No. 2) – waiting on light fixture delivery – completion date unknown
- 3) Corridor ceiling tile – waiting on special order tile – complete when product arrives (anticipate no later than Monday 12/16/19)
- 4) Clerk Office ceiling tile – waiting on special order tile – complete when product arrives (anticipate no later than Monday 12/16/19)
- 5) Duct detector – coordination issue between HVAC and electrical (anticipate completion no later than Friday 12/20/19)
- 6) Roof edging and downspouts – substantially complete by Friday 12/13/19
- 7) Column wrap – complete by Friday 12/13/19
- 8) Display case – Submitted shop drawings for review on Thursday 12/12/19 – install pending approval and manufacturing time frame
- 9) New Signage @ main canopy – install scheduled for Wednesday 12/18/19
- 10) Paint canopy hanger rods – weather sensitive item – scheduled for completion on Friday 12/13/19
- 11) Damaged RTU panels – repair or extended equipment warranty pending
- 12) HVAC training and final balancing and start-up – scheduled for Thursday 12/19/19
- 13) Exterior lighting at Service Doors (Construction Bulletin No. 2) - waiting on light fixture delivery – complete upon receipt of light fixture

**PCO #009**

Selzer-Ornst Co
6222 W State St
Milwaukee, Wisconsin 53213
Phone: (414) 258-9900
Fax: (414) 258-3693

Project: 19-102 - Franklin City Hall
9229 W Loomis Rd
Franklin, Wisconsin 53132

Prime Contract Potential Change Order #009: PCO #9 Landscape & Restoration Extension

TO:	City of Franklin 9229 W Loomis Rd Franklin, Wisconsin 53132	FROM:	Selzer-Ornst Construction 6222 W State St Milwaukee, Wisconsin 53213
PCO NUMBER/REVISION:	009 / 0	CONTRACT:	1 - Franklin City Hall Prime Contract
REQUEST RECEIVED FROM:	Brett Reynolds (Selzer-Ornst Construction)	CREATED BY:	Kari Lilly (Selzer-Ornst Construction)
STATUS:	Pending - In Review	CREATED DATE:	11/25/2019
REFERENCE:	May 31, 2020	PRIME CONTRACT CHANGE ORDER:	#009 - PCO #9 Landscape & Restoration Extension
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$0.00

POTENTIAL CHANGE ORDER TITLE: PCO #9 Landscape & Restoration Extension

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

PCO #9 Landscape & Restoration Extension

Change order request is being submitted for an extension of time for the landscaping and site restoration work due to adverse and abnormal weather during the fall of 2019. Because the weather caused delay in work being completed at the new entry points, the window to complete plantings and lawn restoration was missed and needs to take place in Spring of 2020. Completion date for this work is set for no later than May 31, 2020. For Landscaping, \$20,000, and for General Conditions, \$5,000, will be held from Final payment until this work is complete. As part of this extension, the warranty period(s) for this work will take effect once the work is complete, not from the completion date of the overall project.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	1-100 - General Conditions	No Cost Changes	Other	\$0.00
Subtotal:				\$0.00
Grand Total:				\$0.00

Chris Hau (Quorum Architects)
3112 W Highland Blvd
Milwaukee, Wisconsin 53208

City of Franklin
9229 W Loomis Rd
Franklin, Wisconsin 53132

Selzer-Ornst Construction
6222 W State St
Milwaukee, Wisconsin 53213

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 17, 2019
REPORTS AND RECOMMENDATIONS	Proposal for New Tax Incremental District located in the NE corner of Ryan Road and 76 th Street	ITEM NUMBER <i>G, 8.</i>

Common Council has been involved in recent closed session discussions involving negotiation with a confidential business development prospect who has been trying to identify the right site in Franklin for their consolidation and expansion project.

Based on acreage needed, proposed investment by the prospect, and public infrastructure needs, the prospect has requested that the City consider establishing a new tax increment district (TID) on the corner of 76th Street and Ryan Road to assist them with their project.

The Economic Development Department would like to hire Ehlers to determine feasibility (Phase 1, \$5,00) and if it appears feasible to move forward with Project Plan Development and Approval and State Submittal (Phase 2 and 3, \$7,500 and \$1,600). All three phases are included in the accompanying proposal from Ehlers.

Also included with this Council Action Sheet is a draft contract and resolution for Council consideration.

IMPORTANT NOTE: the prospect is still considering this site against others that are not located in Franklin and/or the State of Wisconsin. Approving this TID work demonstrates that the City is serious about attracting them to our community.

COUNCIL ACTION REQUESTED

A motion to approve \$15,000 for all three phases of new TID creation, with Phase 2 and 3 slated to occur upon Council review of Feasibility Phase 1 of a new Tax Incremental District Project Plan for the NE corner of Ryan Road and 76th Street.

December 11, 2019

Calli Berg, Director of Economic Development
Paul Rotzenberg, Director of Finance & Treasurer
City of Franklin, Wisconsin
9229 W Loomis Rd
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin (“Client”) for 2020 TIF
District NE Corner 76th & Ryan (“Project” Pursuant to MSRB Rule G-42)

Dear Calli and Paul:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project

Sincerely,

Ehlers



Dawn Gunderson-Schiel, CPFO, CIPMA
Senior Municipal Advisor/Vice President

¹ This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c)

Appendix A

Disclosure of Conflicts of Interest/Other Required Information

Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

MSRB Contact Information

The website address of the MSRB is www.msrb.org. Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

Appendix B Tax Incremental Financing Services

Scope of Service

Client has requested that Ehlers assist Client with the Creation of a Tax Increment District on the NE corner of 76th and Ryan (“Project”). Ehlers proposes and agrees to provide the following scope of services:

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
 - Equalized Value test.
 - Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation).
 - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
 - Identification of the type or types of districts that may be created.
 - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
 - A summary of the development assumptions used with respect to timing of construction and projected values.
 - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
 - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
 - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues
 - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.

- A draft time table for the Project.
- Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
- When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission¹, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements, and will provide documentation and notices as indicated.

¶If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district

Meeting	Ehlers Responsibility	Client Responsibility
Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client's designated paper</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions</p> <p>Provide agenda language to Client</p> <p>Attend meeting to present draft Project Plan</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law</p> <p>Prepare meeting minutes.</p> <p>Designate Client Joint Review Board representative</p> <p>Identify and recommend Public Joint Review Board representative for appointment</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client's designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law</p>
Plan Commission Public Hearing	<p>For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters</p> <p>Attend hearing to present draft Project Plan</p>	<p>Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation)</p> <p>Prepare meeting minutes.</p>
Plan Commission	<p>Provide agenda language to Client</p> <p>Attend meeting to present draft Project Plan</p> <p>Provide approval resolution for Plan Commission consideration</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law</p> <p>Distribute Project Plan & resolution to Plan Commission members in advance of meeting.</p> <p>Prepare meeting minutes.</p>
Governing Body Action	<p>Provide agenda language to Client</p> <p>Attend meeting to present draft Project Plan</p> <p>Provide approval resolution for governing body consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law</p> <p>Provide Project Plan & resolution to governing body members in advance of meeting</p> <p>Prepare meeting minutes</p>
Joint Review Board Action	<p>Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions</p> <p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Provide agenda language to Client</p> <p>Attend meeting to present final Project Plan</p> <p>Provide approval resolution for Joint Review Board consideration</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law</p> <p>Prepare meeting minutes</p>

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client’s staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

Phase III – State Submittal

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board, and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

Compensation

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers as follows:

Phase I	\$ 5,900
Phase II	\$ 7,500
Phase III	\$ 1,600
Total	\$ 15,000

- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase’s completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

Current Wisconsin Department of Revenue Fee Schedules	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition	\$1,000
Amendment Packet with Territory Subtraction	\$1,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of December, 2019, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N21 W23350 Ridgeview Parkway West, Suite 100, Waukesha, Wisconsin, 53188.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide financial services;

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for tax incremental financing services and confidential prospect pro forma review as described in CONTRACTOR's proposals to CLIENT dated December 11, 2019, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a combined not-to-exceed budget of \$15,000, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$15,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Director of Economic Development, Calli Berg, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Director of Economic Development, Calli Berg CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

A. Limit of General/Commercial Liability	\$1,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$1,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and

charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.
- E. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

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

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

EHLERS, INC.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

RESOLUTION NO. 2019-____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH EHLERS & ASSOCIATES, INC. FOR TAX INCREMENTAL DISTRICT SERVICES AND AMENDMENT PROFESSIONAL SERVICES

WHEREAS, a confidential prospect has been in discussions with Franklin Common Council to determine the right site in the City to locate their business with an assessible project investment of more than \$20,000,000; and

WHEREAS, the prospect has identified a site on the northeast corner of Ryan Road and 76th Street That will have significant costs associated with public infrastructure and City development guidelines and has asked the City of Franklin to consider forming a new tax increment district to assist with these and other associated costs of development; and

WHEREAS, the prospect is also considering other sites outside of the City of Franklin and is comparing financial assistance offered by other communities against what Franklin can offer; and

WHEREAS, Ehlers & Associates, Inc. has provided a three-phase proposal that includes a feasibility analysis of the project; and

WHEREAS, the Common Council upon the recommendation of City staff having reviewed such proposed agreement for professional consulting services and having found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement to Provide Tax Incremental Financing Services with Ehlers & Associates, Inc., in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a meeting of the Common Council of the City of Franklin this 17th day of December, 2019.

Passed and adopted at a meeting of the Common Council of the City of Franklin this 17th day of December, 2019.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	RESOLUTION TO AWARD RYAN CREEK INTERCEPTOR ODOR REDUCTION PROJECT TO THE WANASAK CORPORATION FOR \$199,000	ITEM NO. <i>6, 9.</i>

BACKGROUND

An “Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District (MMSD) and the City of Franklin for Ryan Creek Interceptor Odor Control Improvements” was authorized by MMSD on May 20, 2019. This agreement states that MMSD will “reimburse the City for the cost of design and construction of the work, up to an amount not to exceed \$450,000.”

Ruekert & Mielke performed the design services for the project. Bids for the project were received on October 24, 2019.

ANALYSIS

Five bids were received on October 24, 2019. The lump sum bids were as follows:

- \$199,000 The Wanasak Corporation (Burlington, WI)
- \$257,000 MZ Construction, Inc. (Livingston, WI)
- \$261,000 Super Excavators, Inc.(Menomonee Falls, WI)
- \$278,000 American Sewer Services, Inc. (Rubicon, WI)
- \$292,000 Mid City Corporation (Butler, WI)
- \$284,000 *Engineers Opinion of Probable Cost*

With the exception of Wanasak, all bidders acknowledged the two addendums. Staff believes that both addendums are inconsequential and should have no bearing on bid amounts. It could be argued that the issue clarified in addendum No. 2 if not understood, would cause a bidder to increase a bid to include bypass pumping. Specifically, the two addendums are as follows:

1. Issued October 15, 2019. One item that the City is waiving the prequalification requirement.
2. Issued October 23, 2109. One item that noted that the force main is currently inactive so there is no need to temporarily pump sewage.

Wanasak claims that they did view and download the addendums on the day prior to the bid opening. The on-line bid warehouse does support this claim that it was downloaded on 10/23/2019 at 10:41 am.

Note that the advertisement included the sentence “*The City of Franklin reserves the right to accept the most advantageous Bid, or to reject any and all Bids.*” Wanasak’s bid is \$58,000 lower than the second low bidder. Wanasak provides many services for the City of Franklin water and sewer departments and has demonstrated that they are a qualified and dependable contractor.

Considering all of the above, Staff recommends that Wanasak is the lowest, responsive, and responsible bidder for this project.

Because this project appears in the 2020 budget, this item was held for the December 17, Common Council meeting. The City has 60 days to award the contract (December 23, 2019).

OPTIONS

- A. Award contract to Wanasak for \$199,000; or
- B. Award contract to MZ Construction for \$257,000; or
- C. Provide further direction to staff.

FISCAL NOTE

Per the Intergovernmental Cooperation Agreement, MMSD has agreed to reimburse the City for the cost of design and construction of the work, up to an amount not to exceed \$450,000. Among other commitments, the City agreed to pay for the preliminary engineering (\$10,700 + \$3,500).

Ruekert & Mielke's design contract beyond the preliminary engineering is \$45,497, thus \$404,503.00 remains for construction and any change orders. All of the bidders would fall within the budget.

Finance may / may not have additional comments at the meeting.

RECOMMENDATIONS

(Option A) Resolution 2019-_____ a resolution to acknowledge that The Wanasak Corporation is the lowest, responsive and responsible bidder, The Wanasak Corporation's bid is the most advantageous bid, and award Ryan Creek Interceptor Odor Reduction Project to The Wanasak Corporation for \$199,000

OR

(Option C) Motion that Wanasak's bid is acceptable and award of contract be tabled until the December 17, 2019 Common Council meeting.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019- _____

RESOLUTION TO AWARD RYAN CREEK INTERCEPTOR ODOR REDUCTION
PROJECT TO THE WANASAK CORPORATION FOR \$199,000

WHEREAS, there is an Intergovernmental Cooperation Agreement between the Milwaukee Metropolitan Sewerage District (MMSD) and the City of Franklin for the Ryan Creek Interceptor Odor Control Improvements that states MMSD will “reimburse the City for the cost of design and construction of the work, up to an amount not to exceed \$450,000.”

WHEREAS, the City’s engineering consultant has completed design and solicited bids for the project; and

WHEREAS, there were five bids received on October 24, 2019, from qualified contractors; and

WHEREAS, the Wanasak Corporation from Burlington, WI was deemed the lowest, responsive, responsible bidder.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Ryan Creek Interceptor Odor Reduction project be awarded to The Wanasak Corporation for a lump sum amount of \$199,000.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	A RESOLUTION ACCEPTING A PUBLIC WATERMAIN EASEMENT FOR EUGENE D. AND MARLENE MAGARICH TAX KEY 892-9994-001 11327 W. RYAN ROAD	ITEM NO. <i>G, 10.</i>

BACKGROUND

Bear Development is installing a watermain to serve the TID 6 in Area G and the designer did not identify a needed easement for the Eugene D. and Marlene Magarich property at 11327 W. Ryan Road (Tax Key 892-9994-001).

ANALYSIS

The enclosed easement documents are needed for the City to accept the water main project. Staff believes that the easement is adequate for the facilities.

OPTIONS

- A. Authorize the needed public water main easement; or
- B. Provide further direction to staff.

FISCAL NOTE

The Developer is addressing the costs associated with easement acquisition.

RECOMMENDATIONS

(Option A) Resolution 2019-_____ a resolution accepting a public watermain easement for Eugene D. And Marlene Magarich, Tax Key 892-9994-001, 11327 W. Ryan Road.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____
A RESOLUTION ACCEPTING A PUBLIC WATERMAIN EASEMENT FOR
EUGENE D. AND MARLENE MAGARICH, TAX KEY 892-9994-001
11327 W. RYAN ROAD

WHEREAS, an easement is required at 11327 W. Ryan Road to construct, maintain and operate a water main for Tax Increment District 6 a.k.a. Area G.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



November 27, 2019

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

Dear Mr. Morrow:

Please find the enclosed Water Main Easement related to that portion of the Public Water Main project which extends through and across the Magarich Property on W. Ryan Road.

It was only after survey and design process was completed, that we discovered that this section of water main was not located in the public right-of-way or easement. Bear Development successfully negotiated both a Temporary Construction Easement and a Permanent Water Main Easement for this property.

I have enclosed an original copy for City signature and recording.

Should you have any questions regarding this matter, please do not hesitate to contact me. I can be reached at (262) 842-0556 or by email, dan@beardevelopment.com

Thank you for your time and consideration.

Sincerely,

Daniel Szczap
Bear Development, LLC

Cc: S. R. Mills

WATER MAIN EASEMENT

THIS EASEMENT, is made by and between City of Franklin, a municipal corporation of the State of Wisconsin, (including successors and assigns of above party as may be or may become applicable hereinafter referred to as "Grantee"), and Eugene Dale Magarich and Marlene Magarich, husband and wife, as owner, (including heirs, executors, administrators, successors and assigns of above parties as may be or may become applicable, hereinafter called "Grantor").

WITNESSETH

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

WHEREAS, the Grantee desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property described on Exhibit "B" which is attached hereto and incorporated herein (the "Easement Area"); a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "C"; and

WHEREAS, the Facilities shall be the property of the city and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the Grantee a permanent easement in the Easement Area.

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save

harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses with under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.

4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the Grantee clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the Grantee for the full amount of such loss or damage.

5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.

6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" dated and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the Grantee of Franklin Water Works, a utility owned by the Grantee of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."

7. The Facilities shall be accessible for maintenance by the Grantee at all times. The owner shall submit plans for approval to the Grantee Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned, or delayed.

8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the Grantee Engineer of the Grantee of Franklin, which approval shall not be unreasonably withheld, conditioned, or delayed.

9. The Grantee and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors, and assigns.

10. The Grantee and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.

12. This easement may not be modified or amended, except by a writing executed and delivered by the Grantee and Grantor or their respective successors and assigns.

13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.

14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.

15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.

17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the Grantee Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

[Remainder of Page Intentionally Blank; Signature Pages Immediately Follow]

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

ON THIS DATE OF November 13th, 2019

Eugene Dale Magarich
Eugene Dale Magarich

Marlene M Magarich
Marlene Magarich

STATE OF Wisconsin SS
COUNTY OF Mewaukee

Before me personally appeared on the 13th day of November, 2019, the above named Eugene Dale Magarich, to me known to be the person who executed the foregoing Easement and acknowledged the same.

TRISHA WALACH
Notary Public
State of Wisconsin

Notary Public: Trisha Walach
My commission expires May 4th 2023

Before me personally appeared on the 13th day of November, 2019, the above named Marlene Magarich, to me known to be the person who executed the foregoing Easement and acknowledged the same.

TRISHA WALACH
Notary Public
State of Wisconsin

Notary Public: Trisha Walach
My commission expires May 4th 2023

LEGAL DESCRIPTION:

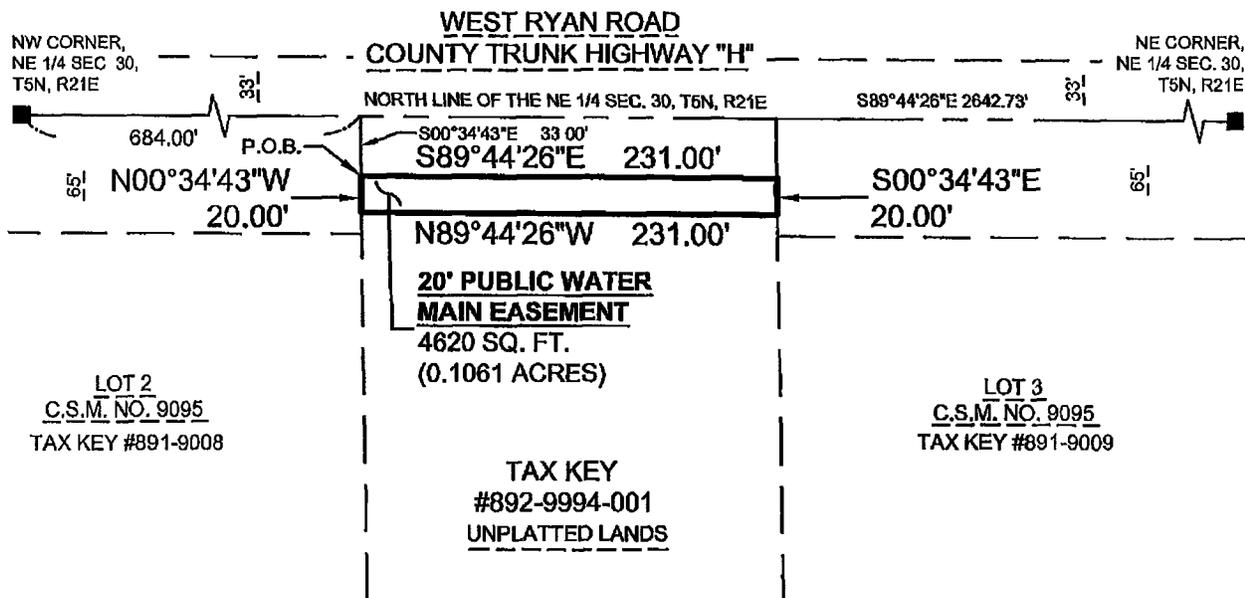
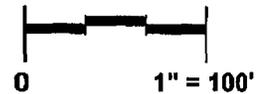
Being a part of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet; thence South 00°34'43" East, 33.00 feet to the Point of Beginning;

Thence South 89°44'26" East, 231.00 feet; thence South 00°34'43" East, 20.00 feet; thence North 89°44'26" West, 231.00 feet; thence North 00°34'43" West, 20.00 feet to the Point of Beginning.



GRAPHICAL
SCALE (FEET)



EXHIBIT

PINNACLE ENGINEERING GROUP

15850 W. BLUEMOUND ROAD | SUITE 210 | BROOKFIELD, WI 53005

WWW.PINNACLE-ENGR.COM

10/21/19

PLAN | DESIGN | DELIVER

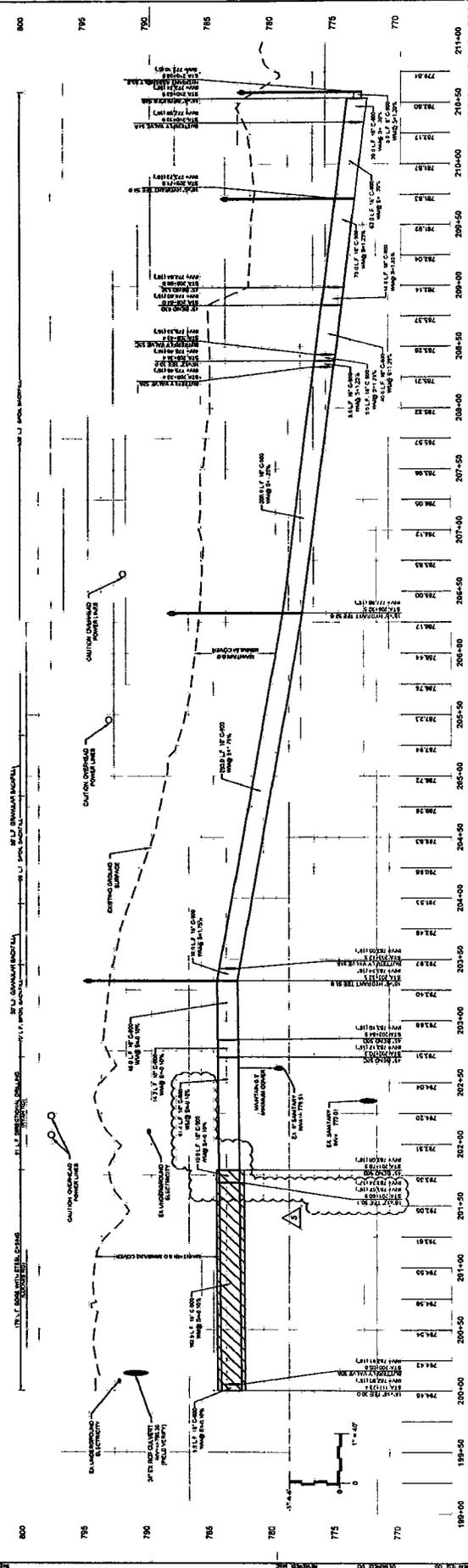
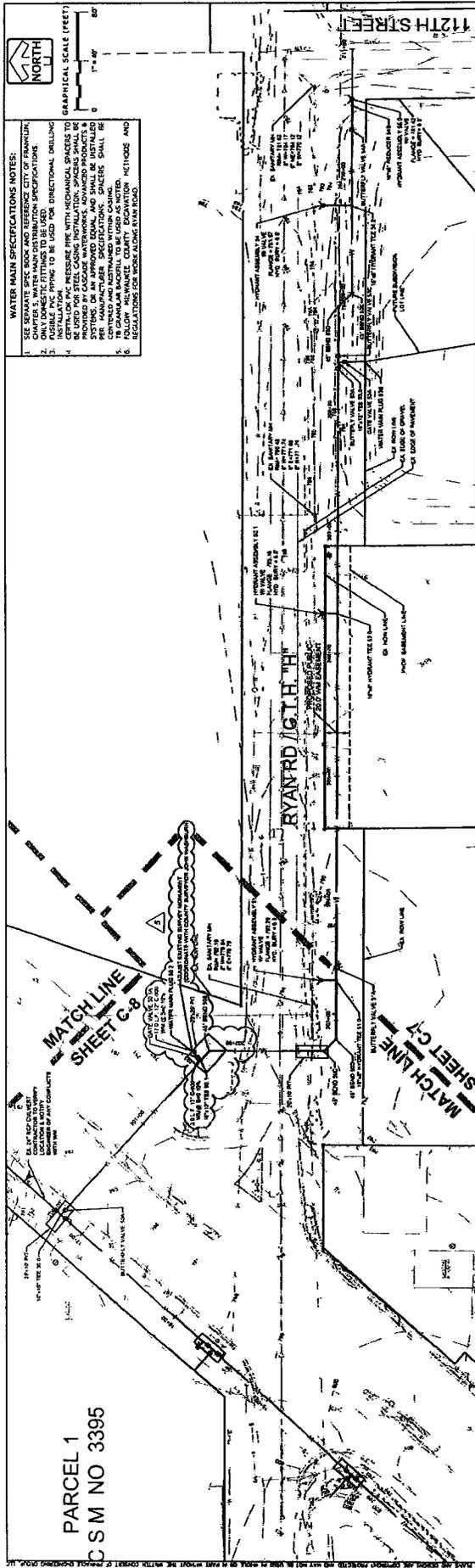
PEG JOB#809.10

LEGAL DESCRIPTION:

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- WATER MAIN SPECIFICATIONS NOTES:**
1. SEE STATE SPECIFICATIONS FOR MATERIALS AND INSTALLATION.
 2. ONLY DOMESTIC FITTINGS TO BE USED.
 3. ALL FITTINGS TO BE USED FOR DIRECTIONAL DRILLING.
 4. INSTALLATION.
 5. CENTRAL PIPE PRESSURE PIPE WITH MECHANICAL JOINTS TO BE PROVIDED BY CASCADE WATERWORKS, ADVANCED PRODUCTS & SUPPLY, OR ANOTHER MANUFACTURER. MANUFACTURER SPECIFICATIONS, SPACERS SHALL BE CENTRAL AND NOTING WITHIN CARING.
 6. FOLLOW MILWAUKEE COUNTY ELEVATION METHODOLOGY AND REGULATIONS FOR WORK ALONG MAIN ROAD.

**PARCEL 1
CS M NO 3395**

WATER MAIN PLAN & PROFILE

**W. LOOMIS RD PUBLIC
WATER MAIN EXTENSION
FRANKLIN, WI**

PLAN / DESIGN / DELIVER

PINNACLE ENGINEERING GROUP

REVISIONS

NO.	DATE	DESCRIPTION
1	08/11/2011	ISSUED FOR PERMITS
2	08/11/2011	ISSUED FOR PERMITS
3	08/11/2011	ISSUED FOR PERMITS
4	08/11/2011	ISSUED FOR PERMITS
5	08/11/2011	ISSUED FOR PERMITS
6	08/11/2011	ISSUED FOR PERMITS

ADDRESS, CITY COMMENTS

LEGAL DESCRIPTION:

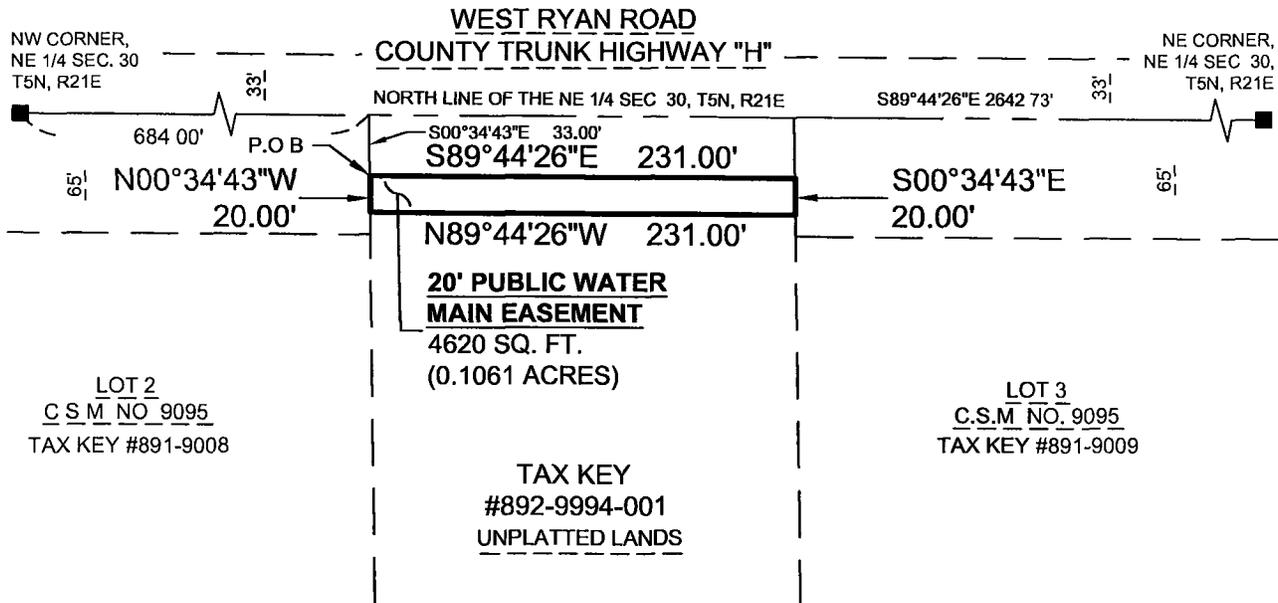
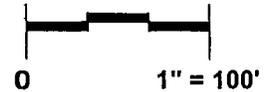
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Commencing at the northwest corner of the Northeast 1/4 of said Section 30; thence South 89°44'26" East along the north line of said Northeast 1/4, 684.00 feet; thence South 00°34'43" East, 33 00 feet to the Point of Beginning;

Thence South 89°44'26" East, 231.00 feet; thence South 00°34'43" East, 20.00 feet; thence North 89°44'26" West, 231.00 feet; thence North 00°34'43" West, 20 00 feet to the Point of Beginning.



**GRAPHICAL
SCALE (FEET)**



LEGAL DESCRIPTION:

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Commencing at the northwest corner of the Northeast 1/4 of said Section 30, thence South 89°44'26" East along the north line of said Northeast 1/4, 684 00 feet, thence South 00°34'43" East, 33 00 feet to the Point of Beginning,

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 17, 2019
Reports & Recommendations	A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2020-2021 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A NOT TO EXCEED FEE OF \$10,500	ITEM NO. <i>G.11.</i>

BACKGROUND

In April of 2009, the City executed an Intergovernmental Agreement to become a member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program named Keep Our Water Clean. The program provides services which identify and educate the public to the negative impacts of storm water runoff from urban lands to local streams and is subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code. The permit requires municipalities to implement an information and education program related to water pollution caused by storm water discharges.

Root-Pike Watershed Initiative Network (Root-Pike WIN) was founded as a cooperative effort with the Wisconsin Department of Natural Resources to address specific issues within the Root-Pike basin and has historically been administering this program.

ANALYSIS

The attached letter and contract would resume the required education services for the 2020-2021 timeframe. The main differences between the 2020-2021 contract and the 2018-2019 contract are:

- the elimination of the organized Southeastern Wisconsin Clean Water Network and associated group meetings,
- removal of a separate fiscal agent and associated fees,
- reduction of RPW staffing hours and benefits,
- cancellation of the construction weather app development, and
- deletion of the mass mailings

The reduction of scope was necessary given the absence of DNR funding for 2020-2021, which accounted for about half of the total program budget in previous years.

Again, these efforts are a REQUIREMENT of Franklin's stormwater permit. Without participating in a regional effort, Franklin Staff would need to perform these services.

Root-Pike WIN needs confirmation of our participation by December 15, 2019.

OPTIONS

- A. Authorize a contract with Root-Pike WIN for the required communications and outreach; or
- B. Provide further direction to staff.

FISCAL NOTE

There is \$5,250 allocated in the 2020 highway budget for this work.

RECOMMENDATIONS

(Option A) Resolution 2019-_____ a resolution authorizing the City to execute a contract for professional services with Root-Pike WIN for information and education program for meeting the 2020-2021 Department of Natural Resources storm water permit requirements for a not to exceed fee of \$10,500.
 Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

A RESOLUTION AUTHORIZING THE CITY TO EXECUTE A CONTRACT FOR PROFESSIONAL SERVICES WITH ROOT-PIKE WIN FOR INFORMATION AND EDUCATION PROGRAM FOR MEETING THE 2020-2021 DEPARTMENT OF NATURAL RESOURCES STORM WATER PERMIT REQUIREMENTS FOR A NOT TO EXCEED FEE OF \$10,500

WHEREAS, in 2009, the City executed an Intergovernmental Agreement to become a member of the Southeast Wisconsin Clean Water Network for a Storm Water Information and Education Program named Keep Our Water Clean; and

WHEREAS, the program provides services which identify and educate the public to the negative impacts of storm water runoff from urban lands to local streams and is subject to a WPDES Municipal Separate Storm Sewer Discharge General Permit under NR 216 Wisconsin Administrative Code.; and

WHEREAS, Root-Pike Watershed Initiative Network (Root-Pike WIN) was founded as a cooperative effort with the Wisconsin Department of Natural Resources to address specific issues within the Root-Pike basin and has historically been administering this program; and

WHEREAS, it benefits the City of Franklin in many ways to work with Root-Pike WIN in this program.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Franklin execute a contract for professional services with Root-Pike WIN for information and education program for meeting the 2020-2021 department of natural resources storm water permit requirements for a not to exceed fee of \$10,500.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2019, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



Restoring, Protecting and Sustaining the Root-Pike Basin

November 4, 2019

Glen Morrow, P.E.
City Engineer – City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

RE: STORMWATER PERMIT REQUIREMENTS FOR COMMUNICATIONS AND OUTREACH

Dear Glen,

After ten years of support for the *Respect Our Waters* stormwater education and outreach program, the Department of Natural Resources has decided not to renew funding of the program through their UNPS Surface Water Management Grant program. The criteria changed from previous years and now supports more stormwater planning programs and was weighted heavier on municipalities outside of SE Wisconsin and/or in watersheds with Total Maximum Daily Load (TMDL) restrictions.

While this news is very disappointing, Root-Pike Watershed Initiative Network (WIN) has a plan to continue servicing your municipality's stormwater outreach requirements at the same 2018-2019 contract rates.

In the following pages, you will find a report on the value Root-Pike WIN has provided, the ways in which our services help you meet the DNR's specific requirements, and a two-year contract that renews your relationship with Root-Pike WIN. **Should you decide NOT to renew your contract directly with Root-Pike WIN, your municipality will be responsible for meeting these requirements on your own.**

While the DNR's funding made it possible to do expansive communications, Root-Pike WIN can continue to offer your municipality a high-level of service at very competitive rates. We are mission-driven, so we not only do this work at not-for-profit rates, we do it with a passion for clean water.

For more than 25 years, we have been part of this community and for that we are thankful. No other 501(c)3 is dedicated to restoring, protecting and sustaining the rivers in SE Wisconsin with DNR/EPA-approved watershed restoration plans. **The deadline for renewal with Root-Pike WIN is December 15, 2019.** Please reach out to me with any questions or concerns. We hope you will continue to entrust in Root-Pike WIN for your stormwater education and outreach needs.

Very Sincerely,

A handwritten signature in black ink, appearing to read "Dave Giordano", written over a white background.

Dave Giordano
Executive Director
262-898-2055



Restoring, Protecting and Sustaining the Root-Pike Basin

HISTORY

Root-Pike WIN founded the *Respect Our Waters* program in 2009 as a way for municipalities to provide stormwater education and outreach to residents, and municipal leaders and staff in an efficient and cost-effective manner. The *Respect Our Waters* program educates residents through informational mailers, social media, emails and events through a collective of municipalities who share the cost of the program. The program is designed to change homeowner habits related to water quality while realizing economies of scale with regard to the development and management of the program. The Southeastern Wisconsin Clean Water Network (SWCWN) works with municipal leadership and their technical experts to implement best practices for improving the quality of stormwater runoff and reducing flooding. Root-Pike WIN also advances projects and programs in our DNR/EPA-approved Nine Key Element watershed restoration plans, by working with SWCWN members. This public-private partnership is a win/win for both Root-Pike WIN and SWCWN members as projects in these plans measurably reduce flooding, increase water quality, improve native habitats, and ultimately create more places in your municipality where people want to be. Below is a recap of the 2018 program:

Respect Our Waters

The *Respect Our Waters* program helps us achieve a key Education and Public Outreach recommendation in our Watershed Restoration Plans. Last year, our *Respect Our Waters* program reached more than 218,000 residents in Southeastern Wisconsin. Leaf and yard waste management mailers were sent to 85,000 residents and road salt usage mailer sent to 80,000 residents. We also launched 12 Facebook campaigns reaching 218,000 people with nearly 500 comments on topics like road salt, pet waste and E.coli. Our traditional outreach included 24 events in 15 municipalities to help raise awareness by way of *Sparkles the Water Spaniel*, our gregarious water quality mascot.

Southeastern Wisconsin Clean Water Network

Part of *Respect Our Waters*, the Southeastern Wisconsin Clean Water Network is made up of 21 municipalities plus the UW-Parkside. The goal of the program is to bring stormwater runoff pollution awareness and best management practices to these stormwater permit holders' residents. We held four events for our Southeastern Wisconsin Clean Water Network members to educate them on innovative solutions to stormwater issues at the municipal level. Topics covered natural treatment systems, leaf collection programs, watershed restoration plan projects, and greenspace naturalization techniques at Myers Park in the City of Racine.



Restoring, Protecting and Sustaining the Root-Pike Basin

MEETING PERMIT REQUIREMENTS

Root-Pike WIN has been working with municipalities to meet storm water discharge permit requirements with a turnkey communications programs funded by a cooperative made up of each municipality and the Department of Natural Resources. The following excerpts that pertain to our services are found in the State of Wisconsin's N R 216 storm water discharge permit requirements.

"NR 216.07 Permit requirements. The department shall issue permits using the information provided by the applicant and other pertinent information when developing permit conditions. Permits shall, at a minimum, require all of the following:

(1) Public education and outreach

(a) A public education and outreach program to distribute materials to the public or conduct equivalent public outreach to increase awareness of storm water impacts on waters of the state. The program shall at a minimum be designed to achieve all of the following:

- 1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems*
- 2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices.*
- 3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides.*
- 4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway.*
- 5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks*

(b) A program that includes elements to achieve all of the following.

- 1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.*
- 2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention.*
- 3. Promote environmentally sensitive land development designs by developers and designers.*

Note: The public education and outreach program should be tailored, using a mix of locally appropriate strategies to educate the general public and target specific audiences likely to have significant storm water impacts."



Restoring, Protecting and Sustaining the Root-Pike Basin

Contract for Professional Services

Information & Education Program for Meeting the Department of Natural Resources Storm Water Permit Requirements

January 1, 2020-December 31, 2021

Provided by: Root-Pike Watershed Initiative Network



Restoring, Protecting and Sustaining the Root-Pike Basin

PART I: SERVICES

A. PROGRAM Description

- 1 The service contract is dated January 1, 2020, and is between Root-Pike Watershed Initiative Network, Inc. (hereinafter referred to as the “Contractor”) and the **City of Franklin** (hereinafter referred to as the “Client”). The Contractor will provide services to coordinate and execute a two-year public outreach, education and public participation project for the Client on behalf of Root River, Pike River, Pike Creek, Oak Creek, Wind Point and the Upper Des Plaines watersheds in fulfilling the Information and Education requirements of their State of Wisconsin issued stormwater discharge permits (Wis. Admin. Code, Chapter NR 216). The PROGRAM will continue to be known as *Respect Our Waters* (hereinafter referred to as the “PROGRAM”).
2. The PROGRAM has the following objectives during the term of this contract, per the NR 216 requirements:
 - NR 216.07(1)(b)1. Inform and educate those responsible for the design, installation or maintenance of construction site erosion control and storm water management practices on how to design, install and maintain the practices.
 - NR 216.07(1)(a)2. Inform and educate the public to facilitate the proper management of materials and encourage the public to change their behavior that may cause storm water pollution from sources including automobiles, pets, household hazardous waste and household practices;
 - NR 216.07(1)(a)3. Promote beneficial onsite reuse of leaves and grass clippings and proper use of lawn and garden fertilizers and pesticides;
 - NR 216.07(1)(a)4. Promote the management of stream banks and shorelines by riparian landowners to minimize erosion, and restore and enhance the ecological values of the waterway;
 - NR 216.07(1)(a)5. Promote infiltration of residential storm water runoff from rooftop downspouts, driveways and sidewalks;
- 3 The PROGRAM may address the following requirements should the opportunity arise:
 - NR 216.07(1)(a)1. Promote detection and elimination of illicit discharges or water quality impacts associated with discharges from municipal separate storm sewer systems;
 - NR 216.07(1)(b)2. Target businesses and activities that may pose a storm water contamination concern, and where appropriate, educate specific audiences such as lawn care companies and restaurants on methods of storm water pollution prevention;
 - NR 216.07(1)(b)3. Promote environmentally sensitive land development designs by developers and designers.



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B. Scope

Target Audience: Based on the results from the 2010 and 2016 household surveys administered under this PROGRAM, the Contractor will target the 'homeowner families with children' demographic who live in the geographic area served by the Client and perform their own yard work, wash their cars, and walk their dogs. The Contractor will also target specific sub-watershed units if they are defined in one of our EPA/DNR-approved Nine Key Element Watershed Restoration Plans as a pollutant "hotspot".

Message: The Contractor, and originator of the Respect Our Waters PROGRAM, will continue the *Respect Our Waters* (also known as "ROW") campaign featuring *Sparkles the Water Spaniel* and the main slogan of "Clean water is a matter of proper training!" Ten television advertisements were created for the campaigns between 2012 and 2014 (three :15 spots and seven :30 spots) focusing on managing pet waste, yard waste, lawn chemicals, leaky car chemicals, rain barrels, rain gardens, and illicit dumping into storm sewers. Since they are still relevant and effective, the 2020-2021 campaign will use these same advertisement videos, available on the campaign website and YouTube channel. All other outreach activities, as outlined in the scope of work below, will use similar messaging to meet objectives described in section A.3. of this contract. The Contractor will also use the data, conclusions and recommendations in our three, EPA/DNR-approved Nine Key Element Watershed Restoration Plans for education and outreach to a variety of audiences with targeted messaging.

1. Community Outreach Events

Goal: Participate in at least one event in your municipality to promulgate the *Respect Our Waters* campaign.

Deliverable: The Contractor will participate in a minimum of one community event over the course of the 2020-2021 contract period for the *Respect Our Waters* campaign. The Contractor will engage event attendees using a stormwater runoff model demonstration, engaging displays, children's games and activities, and numerous free giveaway publications and other items. The Contractor will provide all the necessary components to complete this part of the program by coordinating and staffing the events, supplying the materials and equipment already in the Contractors possession. This also covers travel costs and insurance. The events satisfy:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



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2. Storm Water “Hot Spots” Targeting

Goal: Reduce pollution numbers for total suspended solids, chlorides phosphorus, *E. coli* and nitrogen via targeted outreach to residents in a specific Nine Element Plan-identified pollutant hotspot area in each member municipality. Reduce pollution numbers for phosphorus, *E. coli* and nitrogen.

Deliverable: The Contractor will raise awareness of hotspot issues and provide solutions to residents using targeted outreach in the form of mailings and in-person contact. The Contractor will use the EPA/DNR-approved Nine Key Element Watershed Restoration Plans as the default guide for outreach and solutions. The Contractor will adapt the messaging as necessary where a Nine Key Element plan does not exist or cover a specific runoff pollutant issue. The Contractor will work to bring awareness and action to issue and may work with The Client and/or landowner to resolve the issue as part of physical project under a separate contract/project. This outreach satisfies:

- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

3. Public Awareness Communications

Goal: Promote solutions that address the critical watershed issues in local print and online publications.

Deliverable: The Contractor will create story pitches regarding the PROGRAM that get published in print and online to audiences using more targeted local media (newspapers, community magazines, and municipal sites, etc.). This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions

4. Social Media Communications

Goal: Bring awareness to urban watershed issues and solutions for homeowners through ongoing mass communications.

Deliverable: The Contractor will develop content, create website updates and implement social media posts. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction erosion control
- NR 216.07(1)(a)2. Inform and educate the public about runoff pollutant issues/solutions
- NR 216.07(1)(a)3. Promote beneficial onsite reuse of lawn waste
- NR 216.07(1)(a)4. Promote healthy stream banks and shorelines
- NR 216.07(1)(a)5. Promote landowner infiltration solutions



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5. Construction Site Erosion Prevention

Goal: Communicate the importance of erosion control practices to local construction companies by working with field staff and leadership.

Deliverable: The contractor will identify and communicate with construction leaders about the importance of erosion control during rain events. This activity satisfies:

- NR 216.07(1)(b)1. Educate contractors and selectively monitor construction sites



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C. PROGRAM Budget



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D. Assumptions & Conditions

This agreement is subject to the following terms & conditions:

1. The Client agrees to make an annual payment to the Contractor to fund the PROGRAM in the dollar amount described in the Proposal and this Contract and agree to make payments no later than February 1, 2020 and February 1, 2021 unless other arrangements are made with the Client.
2. The Contractor agrees to be the fiscal agent for the duration (two years) of the PROGRAM, commencing January 1, 2020 and ending December 31, 2021 and will receive financial remuneration (built into PROGRAM budget) for its services to cover costs incurred for program management, accounting, operations, insurance and legal needs.
3. The Contractor will complete the tasks listed in the Scope between January 1, 2020 and December 31, 2021.
4. The Contractor will submit an annual report to the Client on or before January 31, 2021 and January 31, 2022.
5. Should the DNR change the education and outreach requirements of your storm water discharge permit before the term of this contract expires, The Contractor will adjust the scope, schedule and costs to meet the new requirements, and provide The Client a revised contract for approval of the new PROGRAM.

E. Team

The Contractor will provide the following personnel to provide services to the Client. If any of these persons become unavailable, the Contractor will notify and secure approval from the Client prior to replacement of such persons. Any person replacing team members shall have similar or superior qualifications. The following personnel will provide services for this PROGRAM.

- Dave Giordano, Executive Director, Root-Pike Watershed Initiative Network (primary contact)
- Allison Thielen, Office Manager, Root-Pike Watershed Initiative Network

F. Decisions

The Contractor will follow the approved budget and scope of services with input from the Client to implement the PROGRAM. Most content can be developed and implemented by the Contractor, but final content and reach decisions will be made by the Client should a dispute arise.



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PART II: COMPENSATION

A. Compensation

Compensation to the Contractor for services rendered January 1, 2020 through December 31, 2021 (two years) by employees working on the PROGRAM in accordance with PART I, services of the Agreement will be for a not-to-exceed fee of **\$11,400** to implement the PROGRAM over the two-year term of the contract. This fee includes salary and reimbursable items including mileage, copies, printing, postage, materials, subcontractors, promotional items and other reimbursable expenses in the PROGRAM budget directly related to the implementation of the PROGRAM, as well as financial remuneration for the Client.

B. Billing and Payment

- 1 The Contractor will provide a yearly accounting report of all PROGRAM expenses during the term of the contract from January 1, 2020 to December 31, 2021. The Contractor can provide standard reports from QuickBooks as needed by the Client.
2. The Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.



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PART III: CONTRACTOR STANDARD TERMS AND CONDITIONS

STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code. The Contractor, upon notice from the Client, will re-perform any non-conforming services without additional compensation. If deficiencies are not corrected in a timely manner, the Client may cause the same to be corrected and deduct costs incurred by reason of such deficiency from the Contractor's compensation.

CHANGE OF SCOPE. The scope of Services set forth in this Agreement is based on the facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Contractor and the Client. The Contractor will promptly notify the Client if any perceived changes of scope in writing and the parties shall negotiate modifications to the Agreement with input from the Wisconsin Department of Natural Resources. No payment for services beyond those described in the original scope will be authorized without a written modification to this Agreement.

DELAYS. If events beyond the control of the Contractor, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay.

TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement. If the Contractor fails to correct or cause to be corrected such failure to perform within ten (10) days of written notice by the Client, the Contractor shall be deemed to be in default of this Agreement. The Contractor will return all unused and uncommitted funds within 30 days.

REUSE OF INSTRUMENTS OF SERVICE. All reports, publications, artwork, electronic files, and other documents prepared by the Contractor as instruments of service shall remain the property of the Contractor. The Contractor shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by the Contractor for the intended purposes, shall be at the Contractor's sole risk.

VENDOR COSTS. Any opinion of vendor costs prepared by the Contractor is supplied for the general guidance only. Since the Contractor has no control over bidding or market conditions, the Contractor cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the Contractor or its clients.



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SAFETY. The Contractor shall establish and maintain PROGRAMs and procedures for the safety of its employees. The Contractor specifically disclaims an authority or responsibility for general job safety and safety of persons other than the Contractor’s employees.

MODIFICATION. This Agreement, upon execution by both parties hereto, can be modified only by written instrument signed by both parties.

INSURANCE. The Contractor shall maintain insurance coverage as described herein:

Comprehensive General Liability	\$1,000,000	occurrence/aggregate
Automobile Liability	\$1,000,000	occurrence/aggregate
Worker’s Compensation/Employers Liability	Statutory	
Professional Liability	\$1,000,000	occurrence/aggregate
Umbrella Liability	\$1,000,000	occurrence/aggregate

INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, the Contractor shall indemnify and hold the Client harmless from and against any and all claims of any party or parties that make a demand, bring a claim, or institute a legal action allegedly arising out of the Agreement and/or the PROGRAM and the Contractor further agrees to indemnify and hold the Client harmless for any loss, liability, and damages sustained by the Contractor, its agents, employees, and representatives by reason of injury or death to persons or damage to tangible property. This provision extends to all attorney’s fees, costs, interest and resulting settlement amounts and/or judgments.

ASSIGNMENT. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party.

NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of the Agreement or operate as a waiver of any future default, whether like or different in character.

SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

INDEPENDENT CONTRACTOR STATUS. The Contractor has “Independent Contractor Status” and will maintain complete control of and responsibility for its employees, agents, methods, and operations.



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DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Contractor and the Client agree to attempt to resolve such disputes in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if such negotiations fail, either party may pursue an action in the circuit courts of the State of Wisconsin.



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PART IV: AGREEMENT

This Agreement is by and between the Contractor:

Root-Pike Watershed Initiative Network
800 Center Street, Room 118, Racine, WI 53403
Mailing: P.O. Box 044164, Racine, WI 53404
262-898-2055 / dave@rootpikewin.org

and

The Client
City of Franklin

Who agree as follows:

Root-Pike Watershed Initiative Network hereby agrees to perform the services set forth in Part I/Services for the compensation set forth in Part II/compensation. Root-Pike Watershed Initiative Network shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from the **City of Franklin**. The **City of Franklin** and the Root-Pike Watershed Initiative Network agree that this signature page, together with Parts I-III, constitute the entire Agreement between them relating to the PROGRAM.

Approved for
Root-Pike Watershed Initiative Network

Approved for
City of Franklin

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Restoring, Protecting and Sustaining the Root-Pike Basin

December 12, 2019

Glen Morrow, P.E.
City Engineer - City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

RE: CORRECTION TO 2020-2021 RESPECT OUR WATERS CONTRACT RATES

Dear Glen,

Root-Pike Watershed Initiative Network incorrectly provided you the renewal rate for our 2020 and 2021 *Respect Our Waters* storm water public education and outreach services proposal. The total value of the two-year contract should be **\$10,500**, not \$11,400. All services proposed in the renewal contract dated November 4, 2019 remain the same. The cost per year will be **\$5,250** as was paid in 2019. That rate is the same for 2021 as well.

We apologize for the error and look forward to continuing our clean water efforts with the City of Franklin through this program. Please let me know if you have any additional questions.

Sincerely,

Dave Giordano
Executive Director