

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY JULY 16, 2019 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of July 2, 2019.
- D. Hearings.
- E. Organizational Business:
Mayoral Appointment of Christina M. Lucchesi, 6301 S. 116th Street, Ald. Dist. 6, to the Parks Commission for a 3-year term expiring 4/30/2022.
- F. Letters and Petitions: Letter from Franklin Public School District requesting revision to §92-9. of the Franklin Municipal Code pertaining to “Impact Fee” exemptions for taxing entities.
- G. Reports and Recommendations:
 - 1. Request to allow the Director of Health & Human Services to sign a contract with Language Line Solutions, Inc. to provide over-the-phone language interpretation services for Health Department staff.
 - 2. Authorization to proceed to bidding for the Franklin Police indoor shooting range renovations.
 - 3. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Developer of Aspen Woods Subdivision Phase II Located on S. 47th Street and W. Puetz Road.
 - 4. Recommendations from the Quarry Monitoring Committee: Amend the Professional Services Agreement Change Order with Stantec to comply with Common Council direction of March 19, 2019; and status update on citizen-appointed member to the Quarry Monitoring Committee.
 - 5. Authorization to prepare a Contract and Scope of Services for an update to the Site Plan for development of Pleasant View Park.
 - 6. Franklin Senior Citizens, Inc. semi-annual update for 2019.
 - 7. City of Franklin’s Community Development Block Grant Program Projects for 2020.
 - 8. A Resolution to Authorize the Remainder of a Professional Services Contract with Greeley and Hansen in the amount of \$17,115 for Phase 2B of the Design of Industrial Park Lift Station Abandonment and Sewer Extension
 - 9. An Ordinance to Amend §10-1. Of the Municipal Code to Remove Reference to Meeting Day and Time for the Board of Public Works.
 - 10. Preliminary 2020 Budget development issues, including an update on Landfill Siting Fees: Presentation by the Director of Administration.

Common Council Meeting Agenda

July 16, 2019

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11. Capital Outlay Fund Expenditures coming from the “Planned Spending Pending Additional Consideration” Appropriation and reassigning Information Services Capital Outlay savings.
12. A Resolution Authorizing Certain Officials to Execute a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), Ballpark Commons – Franklin, Wisconsin (Project). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Second Amendment to Tax Incremental District No. 5 Development Agreement Between the City of Franklin and BPC Master Developer, LLC (Developer), the negotiation of the Amendment to Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate
13. A Resolution Authorizing Certain Officials to Execute a Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC (Developer), Velo Village – Franklin, Wisconsin (Project). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Tax Incremental District No. 7 Development Agreement Between the City of Franklin and Velo Village Apartments LLC (Developer), the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate

H. Bills.

Request for Approval of Vouchers and Payroll.

I. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of July 16, 2019.

J. Adjournment.

*Notice is given that a majority of the Quarry Monitoring Committee may attend this meeting to gather information about an agenda item over which the Quarry Monitoring Committee has decision-making responsibility. This may constitute a meeting of the Quarry Monitoring Committee, per State ex rel. Badke v. Greendale Village Board, even though the Quarry Monitoring Committee will not take formal action at this meeting.

**Supporting documentation and details of these agenda items are available at City Hall during normal business hours.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk’s office at (414) 425-7500.]

REMINDERS:

July 18	Plan Commission Meeting	7:00 p.m.
August 5	National Night Out	6:00 p.m. - 9:00 p.m.
August 6	Common Council Meeting	6:30 p.m.
August 8	Plan Commission Meeting	7:00 p.m.
August 20	Common Council Meeting	6:30 p.m.
August 22	Plan Commission Meeting	7:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
July 2, 2019
MINUTES

ROLL CALL

- A. The regular meeting of the Common Council was held on July 1, 2019 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Also present were City Engineer Glen Morrow and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

- B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:34 p.m.

MINUTES
JUNE 4, 2019

- C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of June 18, 2019 as presented at this meeting. Seconded by Alderman Dandrea. All voted Aye; motion carried.

DONATION TO POLICE
DEPT.

- G.1. Alderwoman Wilhelm moved to accept the donation of \$100 from Robert Jester for deposit into the Police Donation account. Seconded by Alderman Mayer. All voted, Aye; motion carried.

ORD. 2019-2382
AMEND UDO FOR PDD 28
POLISH CENTER

- G.2. Alderman Mayer moved to adopt Ordinance No. 2019-2382, AN ORDINANCE TO AMEND SECTION 15-3.0433 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 28 (POLISH FESTIVALS, INC., POLISH COMMUNITY CENTER) TO ALLOW FOR ACCESSORY STRUCTURES ADJACENT TO PROPERTY LINES FOR CONSTRUCTION OF THE HEALING GARDEN AND THE LAKE AND NATURE TRAILS AT THE CONSERVANCY FOR HEALING AND HERITAGE (CONSERVANCY FOR HEALING AND HERITAGE, INC., SUSAN A. RABE, CEO AND EXECUTIVE DIRECTOR, APPLICANT) (6941 S. 68TH ST AND ADJOINING AREA(S)). Seconded by Alderman Taylor. All voted, Aye; motion carried.

BALLPARK COMMONS
UPDATE

- G.3. No action was taken following a project update on Ballpark Commons presented by Ballpark Commons representative Mike Zimmerman.

MUNICIPAL COURT
FINES SCHEDULE

- G.4. Alderman Taylor moved to refer the following violations on the Municipal Court schedule of fines and penalties to the Municipal Judge for a recommendation back to the Common Council: Barking/Vicious Dog, Battery, Battery to Peace Officer/Fireman, County Park Violation, Cruelty to Animal, Loud/Unnecessary Noise,

Obstructing/Resisting, Possession of Drug Paraphernalia, Possession of THC, Underage Possession/Consumption of Alcohol, and Underage Use of Tobacco Products. Seconded by Alderman Nelson. All voted Aye; motion carried.

- RAWSON HOMES ROAD REPAIRS (S. 36TH ST. AND S. 37TH PL. AT W. RAWSON AVE.) G.5. Alderwoman Wilhelm moved to direct staff to further refine action plan and solicit contractors as needed to address road repairs in the Rawson Homes neighborhood area, and further that the Director of Finance be directed to prepare a budget amendment in the current year. Seconded by Alderman Taylor. All voted Aye; motion carried.
- ORD. 2019-2383 SIGNS AND BILLBOARDS G.6. Alderman Taylor moved to adopt Ordinance No. 2019-2383, AN ORDINANCE TO AMEND CHAPTER 210: SIGNS AND BILLBOARDS TO PROVIDE FOR AN ADDITIONAL ONE-YEAR SUSPENSION OF A REQUIREMENT FOR MASTER SIGN PROGRAMS. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- DPW FOREMAN POSITION G.7. Alderman Mayer moved to reinstitute and fill the Foreman position at Department of Public Works and decrease a Light or Heavy Equipment Operator position. Seconded by Alderman Nelson. All voted Aye; motion carried.
- ARBITRAGE REPORT ON 2014A AND 2014B DEBT ISSUE G.8. Alderman Taylor moved receive and place on file the Ehler's Arbitrage report on the 2014A and 2014B Debt issues. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- MAY 2019 MONTHLY FINANCIAL REPORT G.9. Alderman Taylor moved to receive and place on file the May, 2019 monthly financial report. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.
- PARKLAND ACQUISITION SERVICE AGREEMENT G.10. Alderman Taylor moved to authorize the Mayor to approve a professional services agreement with Vandewalle & Associates for Parkland Acquisition Services, incorporating the scope of services and items addressed within the Council Action Sheet, as well as clarifications. Seconded by Alderman Nelson. All voted Aye; motion carried.
- MMSD TASK ORDER NO.17 FUNDING AGREEMENT PPII G.11. Alderman Mayer moved to direct Staff to notify Milwaukee Metropolitan Sewerage District of desire to finalize task Order No. 17 with Brown and Caldwell for \$147,000 and incorporate in a private property inflow and infiltration funding agreement. Seconded by Alderman Nelson. All voted Aye; motion carried.
- TELECOM. AND TECHNOLOGY CARRIER G.12. Alderman Mayer moved to authorize the Director of Administration to accept a not-to-exceed proposal of \$1,485 from Synergy for the

SERVICES REVIEW

discover and planning services portion of a telecommunications and technology carrier services review. Seconded by Alderman Dandrea. All voted Aye; motion carried.

JULY COMMON
COUNCIL DATE

G.13. The Common Council meeting will be held on July 16, 2019, as no action was taken to change the date.

VOUCHERS AND
PAYROLL

H.1. Alderman Dandrea moved to approve the following:
City vouchers with an ending date of July 1, 2019 in the amount of \$886,349.19; and payroll dated June 21, 2019 in the amount of \$397,236.95 and payments of the various payroll deductions in the amount of \$414,275.95, plus City matching payments; and estimated payroll dated July 5, 2019 in the amount of \$388,000.00 and payments of the various payroll deductions in the amount of \$217,000.00, plus City matching payments; and Property Tax settlements with an ending date of June 28, 2019 in the amount of \$13,522.77; and release of payment to Knight Berry Inc in the amount of \$725,581.92. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

LICENSES AND PERMITS

I.1. Alderman Taylor moved to approve the following license recommendations from the License Committee meeting of July 1, 2019:

Grant Extraordinary Entertainment & Special Event license to Wheel and Sprocket (Kathy Devries & Noel Kegel) for a Grand Opening Bike Ride through Franklin on July 12, 2019, 8:00 am to 10:00 am.

Grant Class B Combination license to QT Pizza, Agent Susan Toetz, 7119 S 76th St;

Grant Change of Agent for Kwik Trip #287, Jill Le Claire, 8160B S Four Oaks Dr;

Grant Temporary Entertainment & Amusement license to Franklin Police Department (Officer Jon Czerwinski), for National Night Out on 08/05/2019);

Grant 2018-2019 and 2019-2020 Operator licenses to Shannen K Connley, S76 W17745 Janesville Rd, Muskego; Aimee E Waraza, 2835 S 130th St, New Berlin;

Grant 2019-2020 Operator licenses to Christina J Gramoll, 3641 E Puetz Rd, Oak Creek; Daniel T Rodriquez, 8014 W Hilltop Ln.; Rita A Heishman, 8217 S Four Oaks Dr; Lauren E Adamczyk, 3911 W Jerelin Dr; Matthew T Albrecht, S103 W20703 Heather Ln, Muskego; Tyson Beck, N33 W22163 Memory Ln., Pewaukee; Michelle Blue, 11229 W National Ave, West Allis; Megan Bramer, 711 Lakeview Ave, South Milwaukee; Roger C Burczyk Jr, 9529 Caddy Ln, Caledonia; Lakshmi Cherukuru, 10524 W Cortez Cir #18;

Nicole Cruz, 4380 S Burrell St, Milwaukee; Anthony J Hoffman, 2424 E Whittaker Ave, St. Francis; Cathryn A Hintz, 5225 S Brennan Dr, Kenneth C Humont, 7119 W Jordan Ct; Jenel M Karow, 7382 S 39th Ct; Grace Matranga, 4034 W Anthony Dr; Jocelyn DC Martin Cadena, 2459 S 15th St, Milwaukee; Jennifer L Martinez, 8725 Wood Creek Dr #8, Oak Creek; Julie M Palivoda, 4551 S 51st St, Greenfield; Rosemarie Palmersheim, 653 92nd St, Franksville; Michelle L Peterson, 3983 W Heatheridge Dr; Amber Pflueger, 743A S 25th St., Milwaukee; Breanna L Roberts, 7517 Riverview Rd.; Toni M Ruyle, 1835 Ellis Ave., Racine; James A Seehausen, 612 Marquette Ave, South Milwaukee; Alexis Teal, 8502 W Oakwood Rd; Tyler D Willing, 2700 Sussex Ln, Waukesha. Seconded by Alderman Nelson. All voted Aye; motion carried.

ADJOURNMENT

J. Alderman Taylor moved to adjourn the meeting at 7:34 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

<p style="text-align: center;">APPROVAL <i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE 07/16/2010</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Mayoral Appointment to Parks Commission</p>	<p style="text-align: center;">ITEM NUMBER E.</p>

Mayoral appointment of Christina M. Lucchesi, 6301 S. 116th Street, Ald. Dist. 6, Parks Commission (3 year unexpired term expiring 4/30/22).

COUNCIL ACTION

Motion to confirm Mayoral appointment of Christina M. Lucchesi, 6301 S. 116th Street, Ald. Dist 6, Parks Commission (3 year unexpired term expiring 4/30/22).

Shirley Roberts

From: volunteerfactsheet@franklinwi.info
Sent: Monday, June 10, 2019 1:02 PM
To: Lisa Huening; Shirley Roberts; Sandi Wesolowski
Subject: Volunteer Fact Sheet

Name: Christina M Lucchesi
PhoneNumber: 4145292354
EmailAddress: christinalucchesi1@gmail.com
YearsasResident: 15
Alderman:
ArchitecturalBoard: 0
CivicCelebrations: 0
CommunityDevelopmentAuthority: 0
EconomicDevelopmentCommission: 0
EnvironmentalCommission: 1
FinanceCommittee: 0
FairCommission: 0
BoardofHealth: 0
FirePoliceCommission: 0
ParksCommission: 0
LibraryBoard: 0
PlanCommission: 0
PersonnelCommittee: 0
BoardofReview: 0
BoardofPublicWorks: 0
QuarryMonitoringCommittee: 0
TechnologyCommission: 0
TourismCommission: 0
BoardofZoning: 0
WasteFacilitiesMonitoringCommittee: 0
BoardWaterCommissioners: 0
CompanyNameJob1: Law Office of Christina M. Lucchesi
TelephoneJob1: 14145292354
StartDateandPositionJob1: 1/13/16
EndDateandPositionJob1: to present
CompanyNameJob2:
TelephoneJob2:
StartDateandPositionJob2:
EndDateandPositionJob2:
CompanyNameJob3:

TelephoneJob3:
StartDateandPositionJob3:
EndDateandPositionJob3:
Signature: Christina M. Lucchesi
Date: 6/10/19
Signature2: Christina M. Lucchesi
Date2: 6/10/19
Address: 6301 S. 116th Street
PriorityListing:
WhyInterested: I'd like to bring my legal expertise to this office as a way of serving my community.
CompanyAddressJob1: 6301 S. 116th Street
DescriptionofDutiesJob1: I provide legal services to clients in my community.
AddressJob2:
DescriptionofDutiesJob2:
AddressJob3:
DescriptionofDutiesJob3:
AdditionalExperience: I volunteer each year with Foley & Lardner's Street Law program in association with the Boys & Girls Clubs of Greater Milwaukee. I've worked in this capacity as a volunteer teacher of copyright and contract law. I've been a Girl Scout leader at Edgerton Elementary School for 4 years. I was appointed by the Whitnall school board to serve on its Citizens Advisory Committee in order to review 2 failed school referendums and to collaborate with others on the committee to write a new referendum that would pass. Our committee was successful, the referendum did pass, and work on the schools is already in progress. In addition, I have volunteered for UWM as a school ambassador and with Marquette University as part of their Friendship program which pairs alumni hosts with new students from overseas.
ClientIP: 98.144.13.179
SessionID: kofqjuykjxeqdl55vtsven55
[See Current Results](#)

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RECEIVED
CITY OF FRANKLIN

F.

2019 JUL -1 AM 11:14

To: Mayor Steve Olson
City of Franklin, Wisconsin

From: Dr. Judy Mueller, District Administrator, Franklin Public Schools
Mr. James Milzer, Director of Business Services, Franklin Public Schools

Date: June 28, 2019

The Franklin Public School District, as a taxing entity authorized by state statute, is requesting that the City of Franklin Common Council revise Section 92-9 of the municipal code pertaining to "Impact Fees" to extend the same impact fee exemption to public school districts as it does for all other taxing entities.

Chapter 92 by its definition of Institutional Development, exempts from impact fees, construction or modifications of improvements to real property by the United States, the State of Wisconsin, Milwaukee County, and the City of Franklin. All of these are governmental entities as is the Franklin Public School District. However, the school district is the only one that is not exempted. This inequity must be corrected by including the school district in this list.

Looking back at the history of this issue, in 1992 the Franklin Public Schools participated as a member of the Impact Fee Task Force. The Task Force was dealing with a specific problem. Residential growth was occurring so fast, and the timing of tax assessments on new homes was such that the new residents could enjoy many city services prior to paying property taxes. According to Bruce Kaniewski, AICP, who was the City Planner at the time, in his report entitled, Housing Diversity in Franklin, Wisconsin, he indicates that "Impact fees were created in the city to offset the costs of providing additional capital improvements for the rapid residential growth, therefore lowering the cost impact of the growth upon the existing residential property owners, especially the reasonably priced homes in the city." The Franklin Public School District was affected the most by this development because, "the Franklin Public Schools attendance area was receiving the great majority of new housing starts with new children to educate without the benefit of a substantial non-residential tax base." At the time, "a \$2,000 per new single-family home impact fee was adopted for school capital improvements." However, the school district never collected any impact fee revenue as the State of Wisconsin decided that there was no impact to school districts from residential growth and essentially outlawed the collection of impact fees for school districts. How did we go from a City Task Force calculating that the school district shouldered the largest burden of the impact from residential growth, to the Franklin Public Schools being charged an impact fee for replacing an aging school?

At its most basic concept, municipal taxes are collected from all property owners to pay for all services provided by the city. School districts are tax exempt by state statute and similar to the city, do not pay taxes to any other taxing entity. The impact fee ordinance has lost its focus on taking care of the specific situation of rapid residential development to assigning blame for all additional costs to the city. Is the school district to blame for having additional students, or is the city to blame for allowing the development of all these new houses with additional children, or is the state to blame for not allowing the city to regulate growth? It becomes very complex when trying to figure out the root cause of the costs. Regardless, the city will continue to grow, and with the addition of residential impact fees, the tax base should be able to support the growth of the school district.



Looking at the specific impact fees that the city has asked the school district to pay, it is impossible to imagine that replacing an aging middle school with a new one would cost the city \$90,063.42. This includes \$30,422.16 for transportation although no new roads were needed. \$14,424.30 for fire protection although the new building by virtue of the fire protection, materials used in construction, and the design, is much less susceptible to fire than the old building. \$26,488.26 for law enforcement although there are no new buildings to respond to and the District currently pays the cost of a police officer that works in the high school and middle school. \$18,248 for water although the District paid for the water line to the school and pays the cost of the water that is used.

The last time that the Common Council considered exempting school districts from the impact fees from which it exempts all other taxing entities, the question of democracy was raised. The opinion was put forth by a citizen that it was not democratic for school districts to be exempt from impact fees like other taxing entities because there are multiple school district's within the city and some citizens do not get to vote on school referendums. Let's think about this concept. In a democracy, we elect representatives that make decisions which impact all the citizens but not necessarily equally. If the common council decides to make a repair to a road in a neighborhood on the west side of the city, the people on the east side may never use that road, but they paid for it in their taxes. Just because school districts must by law, hold referendums, is no reason to treat those decisions any differently than when the common council decides to expend funds without a referendum. It is true that municipal boundaries do not always match those of school districts and that this creates some unique situations. Take for example the City of Franklin residents that live in the Oak Creek-Franklin School District. It has been suggested that they should not pay for any cost the city incurs related to the Franklin Public Schools even though it is part of the city that they live in. Consider though, that those residents can vote to approve a referendum for the Oak Creek-Franklin School District and yet they do not pay taxes to the City of Oak Creek where the development takes place and where the impact of the school construction, if any, would be incurred. Essentially they can approve the referendum but not pay for the infrastructure costs if there are any. This is why city services should be paid for by all of the citizens within the city boundaries.

Our national and state democracies have created school districts which the elected representatives have made tax exempt. This was done because the school districts provide services to the community and are meant to be supported by the community. The truth is that in our democracy we do not get to decide individually which services we would like to pay for or only pay for the services we use. As an example, if we do not use the state park system, we still have to pay for it in our state taxes. All citizens of a city pay taxes for the services that the city provides regardless of whether or not they use those services. Our democracy is built on electing representatives that decide on the services that will be provided, and then collecting the funds to pay for those services that provide for the greater good.

In summary, the Franklin Public Schools is a tax exempt entity that provides for the greater good in the City of Franklin and it should be exempt from impact fees.

<p style="text-align: center;">APPROVAL</p> <p><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;">7/16/19</p>
<p style="text-align: center;">Reports and Recommendations</p>	<p>Motion to allow the Director of Health & Human Services to sign a contract with Language Line Solutions, Inc to provide over-the-phone language interpretation services for Health Department staff.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 1.</i></p>

Background: As the population of Franklin is constantly growing and changing, the way in which Franklin Health Department (FHD) staff communicate with the community has to evolve as well. FHD is responsible for communicating health promotion and disease prevention education to all that live, work, or visit Franklin. In order to do this effectively we need to have tools available to provide this communication to all. Many surrounding local health departments contract with Language Line Solutions, Inc. to assist in communication with their clients that do not speak English.

Analysis: This contract will allow FHD staff around the clock access to professionally trained interpreters in over 240 languages. This added resource will ensure timely, comprehensive, and culturally competent follow-up of health concerns to all members of the community regardless of their native language.

Options:

1. Allow the Director of Health & Human Services to sign the contract with Language Line Solutions, Inc.
2. Decline the request to enter the contract with Language Line Solutions, Inc.

Recommendation: The Director of Health & Human Services recommends allowing the signing of a contract with Language Line Solutions, Inc. to provide interpretation services.

Fiscal Note: Language Line Solutions, Inc currently has an agreement with the State of Wisconsin to provide services at a pre-defined rate and will waive the set-up and client identification number fees. The FHD will only be charged for the time in which the service is utilized, currently \$0.72 per minute. These charges will be paid through existing FHD grants and will have no fiscal impact on the City.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to allow the signing of a contract with Language Line Services, Inc. to provide over-the-phone language interpretation services to the Health Department.

Alexandra Crissey

From: Mistry, Kelly <KMistry@languageline.com>
Sent: Sunday, June 23, 2019 9:28 PM
To: Alexandra Crissey
Subject: LanguageLine Account Information
Attachments: Contract – Master Service Agreement.docx; Att A1 - Over the Phone Interp (OPI) Pricing - WI.docx; Att A7 - InSight Video Interpreting Pricing - LLSi.doc

Hi Allie,

I am a Strategic Account Executive with LanguageLine's Government Team. Thank you for requesting information about our language access solutions.

Our employee interpreters can bridge the communication gap for you when you need it most, 24/7/365 in over 240 languages. We employ over 9,000 interpreters and linguists through a rigorous screening and robust training program that includes up to 160 hours of training for our interpreters, including 911 interpreter training. In addition, we pay benefits and payroll taxes and I feel that is a point to make when we interact with Government Agencies. We also provide medically skilled interpreters depending upon the needs of your health department.

Our InSight video remote interpretation application provides on-demand video interpretation in 35 spoken languages and American Sign Language, with ASL, Spanish, Polish, Arabic and Mandarin available 24/7/365. InSight is used in a number of settings including court, police/paramedic, medical and school, among others. InSight is a great, cost-effective alternative to face-to-face interpretation as it offers the benefits of face-to-face interpretation without the 2-hour minimums, advanced booking requirements, and interpreter travel costs. Audio interpretation is also available within the app in over 240 languages, 24/7/365. This provides users with the flexibility to utilize video or audio interpretation through the same app, depending upon the needs of the customer and the interpretation setting. The app can be restricted to be utilized in an audio-only capacity, or audio and ASL, if agencies or departments wish to restrict the video availability to its users. InSight also includes unique features such as client privacy functions for medical or sensitive situations, usage tracking and reporting by device via naming features, and Wi-Fi recognition and restrictions by device and user ID, ensuring that VRI services are not accessed outside of approved agency/provider locations. Video interpretation is charged by the minute with no minimum usage requirements. When the audio interpretation function is used in the app, it is charged at the over-the-phone interpretation per minute rate.

The attached account activation documents were drafted based on our State of Wisconsin rate structure since it waives the minimums and set up charges and allows to you to only pay for actual interpreter time used. Since there are no activation and maintenance fees (annual fees or monthly minimums), establishing an account with us is not cost prohibitive. Services are invoiced on a monthly basis. When you are ready to activate an account, please just scan and email the completed forms to me and I will have our Contracts team set up the account. We send out an e-mail with a Quick Reference Guide that explains how to access the system, which makes it easy for new users to access our interpreters. We also offer free support tools on our website for staff in case you or they have not worked with over-the-phone interpreters before.

For a good introduction to how Telephonic Interpretation works and our other services our web page for telephonic interpreting, see the video called: "On Demand Phone Interpreting is Fast and Easy"

<https://www.languageline.com/interpreting/phone>

For an embedded video how Telephonic Interpretation and other services including video interpreting works we have many videos, see On Demand Phone Interpreting is Fast and Easy.

<https://www.languageline.com/resources/videos>

Thank you for your interest in utilizing Language Line Services and we appreciate you requesting this information. I am available to explain any of this by phone and/or email below. Please do not hesitate to contact me with any questions.

Thanks,

Kelly Mistry, MPA, MSW
Strategic Account Executive
LanguageLine Solutions
Phone: (831) 238-5433
Email: KMistry@languageline.com



NOTE: This e-mail is confidential and is intended only for the recipient(s) listed. Unauthorized use or disclosure of this e-mail or any of the information in it is strictly prohibited. If you are not a listed recipient or someone authorized to receive e-mail on behalf of a listed recipient, please reply to the sender that the e-mail was misdirected and delete the e-mail. Thank you.

Master Service Agreement

Master Service Agreement with

Enter correct full legal name of Customer:

Language Line Services, Inc. (the "Company") and you, the Customer ("Customer" or "you") (together, the "Parties" and each a "Party"), agree that the terms and conditions below and in all attachments and addenda hereto will apply to the services provided by the Company to you under this Agreement.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This Agreement is a Master Services Agreement for all of the services currently offered by Company (the "Services"). This Agreement and each of the Services you choose to receive from Company will become effective upon the signing by both parties of this Agreement and will continue in effect until terminated under Section 12 ("Termination"). If you continue to request and receive Services after this Agreement has been terminated for any reason, this Agreement will continue in full force and effect.
- 2. PAYMENT TERMS.** Fees and any additional terms and conditions for each of the Services are identified in the respective Services Statements of Work, each of which is made a part of this Agreement. Customer agrees to pay all undisputed invoiced charges for Services in full within thirty (30) days of the invoice date. Any disputed charges in an invoice must be identified to the Company within thirty (30) days of the invoice issue date or right to dispute will be waived by Customer. Customer shall not have the right to set-off any disputed amounts. Amounts subject to dispute once resolved will be (i) credited to Customer on the next invoice (if resolved in favor of Customer), (ii) added to the next invoice (if resolved in favor of Company) or (iii) as otherwise mutually agreed upon. Invoices will be sent to Customer's billing address shown in Schedule A hereto, or to such other address as Customer may specify by giving written notice to Company to CustomerCare@languageline.com. If Customer will not be paying for any specific affiliates, those affiliate(s) must be identified on Schedule A and must enter into a separate Master Service Agreement with Company. If Customer wants Company to identify any such excluded affiliate(s) by specific name in documentation, please provide a list of the affiliate(s) by name to the Company sales representative assigned to Customer.
- 3. USE OF SERVICES.** Customer warrants that it will not (i) resell the Services to any third parties; however, Customer may charge its own customers, clients or patients for the Services and/or (ii) use the Services in any manner that may violate any applicable law, rule or regulation. Customer and each affiliate will be assigned a Client Identification Number ("CID") for use in ordering products and services. Customer shall be solely and fully responsible for charges resulting from the use of these CIDs, whether or not such use is authorized by Customer.
- 4. CONFIDENTIALITY.** If the Parties have not signed a Non-Disclosure Agreement, the Parties agree that during the term of this Agreement and thereafter, neither Party will disclose any of the other's Confidential Information nor any of the other's customers/clients Confidential Information to any third party and will use Confidential Information only for purposes specifically contemplated by this Agreement. These obligations do not apply to information that is expressly identified by a Party as not being confidential or that is in the public domain. If either party has been requested to disclose or is required by discovery request in a litigation, subpoena, civil investigative demand or similar process to disclose any such information then that party so compelled may disclose such information without liability after giving reasonable notice to the other party promptly to assert whatever objections the other party desires to prevent such disclosure within such deadlines as are required by the governing statutes, rules or regulations. For purpose of this Agreement, the term "Confidential Information" means (a) information identified by a Party as being Confidential Information, (b) personally identifiable personal or health information protected under a law or regulation, including HIPAA, Graham-Leach-Bliley, and the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), (c) the terms and conditions of this Agreement, and (d) Company pricing for its Services, and all of the information provided in any invoices or other documents or in oral communications between the parties relating to the Services. Customer is obligated to inform Company if providing any of the Services would be governed by the GDPR.
- 5. COMPANY PERSONNEL.** Customer understands and acknowledges that in providing the Services, the Company does not subcontract any of its Services and its linguist workforce consists of its own employees, individual independent contractor interpreters and individual interpreters provided through professional interpretation employment companies (collectively, "LLS Personnel"). All LLS Personnel are subject to the same quality control standards and certification criteria and are supervised by Company, which is solely responsible for ensuring that the terms and conditions of its customer agreements are met. No LLS Personnel are assigned to any specific customer and LLS Personnel availability is based on the language for which interpretation is sought and the real-time availability of LLS Personnel. Customer hereby approves the use of all of LLS Personnel.

Master Service Agreement

6. **RELATIONSHIP OF PARTIES.** The parties are independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, partners or joint venturers. Each party will be responsible for paying its own payroll taxes, disability insurance payments, unemployment taxes, any employee benefits (if applicable) and other similar taxes, benefits or charges.
7. **LIMITED WARRANTIES AND LIABILITY.** THE COMPANY WILL PERFORM ALL OF THE SERVICES IN A PROFESSIONAL MANNER CONSISTENT WITH INDUSTRY STANDARDS. THE COMPANY MAKES NO OTHER REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, OF ANY KIND, AND THE COMPANY SPECIFICALLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT INTERPRETATIONS, TRANSLATIONS, AND LOCALIZATIONS MAY NOT BE ENTIRELY ACCURATE IN ALL CASES AND THAT EVENTS OUTSIDE OF THE CONTROL OF LANGUAGE LINE MAY RESULT IN UNCOMPLETED OR INTERRUPTED SERVICE. EXCEPT FOR THE PARTIES' OBLIGATIONS UNDER SECTIONS 4 (CONFIDENTIALITY), 8 (INDEMNIFICATION) AND CUSTOMER'S OBLIGATIONS UNDER SECTION 2 (PAYMENT TERMS), AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT AND INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO THE COMPANY WITHIN THE PREVIOUS 12 MONTHS AND EXCEPT AS IS PROHIBITED BY LAW OR SUBJECT TO A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF THAT PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES SHALL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
8. **INDEMNIFICATION.** The parties each agree to hold harmless and indemnify the other party and their respective officers, directors, employees, affiliates and agents from and against any claims, causes of action, damages, costs, fees, expenses, settlement or any other form of damage or expense relating to (a) a third party claim for an intellectual property violation or a breach of Section 4 of this Agreement ("Confidentiality"), (b) a claim by an employee, vendor or agent of one party asserted against the other party, or (c) the fraudulent or intentionally wrongful act of any kind by the employee or agent of one party resulting in damages to the other party. The Company maintains extensive insurance coverage for its Services. A copy of the Certificate of Insurance will be supplied to Customer upon request.
9. **PUBLICITY.** Customer agrees that the Company may use Customer's name and/or corporate logo on Company's website and marketing materials and upon Company's reasonable request will provide a testimonial regarding Company's Services for use in Company's marketing of its Services.
10. **ASSIGNMENT.** Neither party may assign this Agreement without the prior written consent of the other party, except that the Company may assign its right to payment to an affiliated company and, either party may assign this Agreement to a successor company without consent, provided that the successor company ratifies and assumes this Agreement in its entirety and provides notice of the assignment to the other party.
11. **ACQUISITION OR MERGER OF CUSTOMER.** If Customer is acquired by or merged into an existing Company customer or acquires an existing Company customer, the terms and conditions of this Agreement, including pricing as set out in the applicable Services Attachments, shall remain unaffected unless the parties otherwise agree in a written amendment to this Agreement.
12. **TERMINATION.** Either party may terminate this Agreement (a) on one hundred twenty (120) days' notice for any reason, or (b) on thirty (30) days' written notice if the other party has not cured the breach in 30 days, or if the breach cannot be cured in thirty (30) days, on the date agreed on by the parties for cure to be completed. Upon termination of this Agreement for any reason, Customer shall pay the final invoice from the Company within thirty (30) days of the receipt of the final invoice. Any disputed charges must be identified by Customer within the thirty (30) day period. The parties will use good faith efforts to resolve any disputed charges within the thirty (30) day period and any adjustment paid or credited will be made within thirty (30) days after the dispute has been resolved.
13. **ADDITIONAL TERMS.** (a) **WAIVER OR DELAY.** Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. (b) **SURVIVAL OF OBLIGATIONS.** The obligations of the Parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration. (c) **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Services shall be construed to create any duty or obligation on the part of Company to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Services are provided, and does not provide any third party with any right, privilege, remedy, claim or cause of action against Company, its affiliates or their respective successors. (d) **CHOICE OF LAW.** Any action arising out of this

Master Service Agreement

Agreement, as well as the validity, construction and interpretation of this Agreement, will be governed by California law relating to contracts made in the State of California and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. (e) **BINDING EFFECT.** This Agreement shall be binding upon the parties hereto, their successors, or assigns, and upon any and all others acting by or through them, or in privity with them, or under their direction. (f) **CONSTRUCTION.** This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed against either party based on the attribution of drafting by either party. (g) **COUNTERPARTS; HEADINGS.** This Agreement may be executed in counterparts and as so executed shall constitute one agreement, binding on all parties. The Headings have no substantive effect and are used merely for convenience. (h) **FORCE MAJEURE.** A party is not liable under this Agreement for non-performance or delayed or interrupted performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve Customer of its obligation to make all payments then owing when due. (i) **NOTICES.** All notices to be given under this Agreement must be in writing and addressed as follows: (a) to Company at One Lower Ragsdale Drive, Bldg. 2, Monterey, CA 94930 Attn: Contract Administration, or by e-mail to customer@language.com with a copy to contractadministration@language.com, and (b) to Customer at the address or e-mail shown on **Schedule A** for the Operations Contact, or the most current address provided by Customer to Company. Any notices sent by overnight courier (such as FedEx, DHL, USPS, etc.), or by first class mail, postage prepaid, is effective upon deposit with the post office or the overnight courier and any notice sent by e-mail shall be effective on the date the e-mail is sent except that any e-mail sent on a weekend or holiday shall be effective on the next business day. (j) **COMPLIANCE.** Language Line Services, Inc., is an equal opportunity employer and federal contractor. Consequently, as applicable, the parties will abide by the requirements of Title 41 of the United States Code of Federal Regulations (CFR) §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, creed, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. As applicable, the parties will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- 14. ENTIRE AGREEMENT.** This Agreement, including all Schedules and Services Statements of Work, constitute the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.
- 15. AUTHORIZATION.** The person signing this Agreement on behalf of Customer certifies that such person has read, understood, and acknowledged all of its terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree that the delivery of the signed service agreement by facsimile or e-mail or use of a facsimile signature or other similar electronic reproduction of a signature or electronic signature shall have the same force and effect of execution and delivery as an original signature, and in the absence of an original signature, shall constitute the original signature.

Customer	Language Line Services, Inc.
Accepted and agreed to date:	Accepted and agreed to date:
Signature:	Signature:
Print Name:	Bonaventura A. Cavaliere
Title:	CFO

Master Service Agreement

Schedule A with

Enter correct full legal name of Customer:

CUSTOMER CONTACT INFORMATION

Operations Contact	Billing Contact <input type="checkbox"/> Same as Operations Contact
Name:	Name:
Title:	Title:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:
Address:	Address:
City, State, Zip:	City, State, Zip:

Tax Exempt Status

No Yes - If yes, please include a copy of your tax-exempt determination letter or certificate.

Excluded Affiliates - Please identify affiliates, whose use of the Services will NOT be paid by you. Please identify any additional affiliates and attach to this document.

1ST AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

2ND AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

3RD AFFILIATE - Name:

Address, City, State, and Zip:

Contact Name, Phone, and E-mail:

Language Line Services, Inc.

Attachment A1 Over-the-Phone Charges and Options

ENTERPRISE CONTRACT: Yes No CUSTOMER NUMBER: 22028

INITIAL TERM: Per Contract

CUSTOMER NAME: Wisconsin, State of

AFFILIATE NAME:

ENROLLMENT & SET-UP PACKAGES:

- One time set up charge for each client identification number, which includes a detailed monthly electronic statement (\$275 Waived) \$0
- Each subsequent client identification number with corresponding statement (\$125 Waived) \$0

PER MINUTE USAGE CHARGES/RATES:

- Price per minute for Language Line Services is based on the language requested and time of day.

TIERS	LANGUAGES	PEAK*	NON-PEAK*
1	Spanish	\$0.72	\$0.72
2	Chinese (Mandarin and Cantonese), French, Japanese, Polish, Russian, Vietnamese	\$0.72	\$0.72
3	Armenian, Cambodian, German, Haitian Creole, Italian, Korean, Portuguese	\$0.72	\$0.72
4	Farsi, Tagalog, Thai, Urdu and all other languages	\$0.72	\$0.72

* Peak = 5 a.m. - 5 p.m. Monday – Friday

** Non-Peak = 5 p.m. - 5 a.m. Monday - Friday, weekends, and holidays (New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas).

- There is no charge for standard toll-free access to Language Line Services.
- Per minute rates do not include international calls.
- VOLUME SURGE: Language Line Services reserves the right to assess a 15% surcharge for months in which defined surges in volume occur unless the customer has notified Language Line Services two weeks in advance of the anticipated increase. A volume surge is defined as a 10% increase in minutes of use from the previous day and the amount of increase is over 5,000 minutes per day.
- Minimum charge per client identification number ~~\$100 per client identification number~~ Waived - \$0
- Platform access per call ~~\$0.25 per call~~ Waived - \$0
- FCC SURCHARGE AND FEES: Fees to third party telecommunications service providers that Language Line Services has or will pay to these third parties: surcharges, fees, taxes, payments to the Universal Service Administrative Company (USAC).
- FINANCE CHARGE: Applied to any past due balances. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law.

PLEASE NOTE: This document is the sole document that reflects pricing for your account. This document must be signed by an authorized representative from your company. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes will be made on next full monthly billing cycle.

BILLING OPTIONS:

- Electronic Bill FREE
- Hierarchical Bill /Month \$30/month
- Custom billing fee (per invoice, per month) \$30/invoice/month

Language Line Services, Inc.

Attachment A1 Over-the-Phone Charges and Options

- Historical Invoices over 90 days (per monthly invoice requested) \$30/invoice/month
- Paper Bill \$10

CUSTOM REPORTING OPTIONS:

- Custom Report Set-up (per hour) \$250/hour
- Custom report maintenance \$30/month

SERVICE OPTIONS:

- Custom 800 line maintenance \$30/month
- Custom 800 line set-up \$150
- Custom greeting maintenance \$30/month
- Custom greetings set-up \$50
- Custom recording for redirection of old/abandoned number set-up \$50
- Custom recording for redirection of old/abandoned number \$10/month
- Long distance dial out charge: Applied per dial out (in addition to per minute charges) \$5

OPTIONAL TRAINING ASSISTANCE AND MATERIALS:

- Buddy Tags (50 tags per set) \$50
- Customized reference and support materials development (per hour) \$179
- Desk top displays (each) \$11
- Language identification cards (each set of 50) \$49
- Posters (each) \$40
- Quick Reference Guides Wallet Cards (0-50) \$10
- Quick Reference Guide Postcards (0-50) \$40
- Quick Reference Guides and Wallet Cards (each additional set of 50) \$29
- Training / Awareness assistance (on site per day/per person) \$500
- Training / Awareness assistance (telephone/per session) \$125

OPTIONAL INTERPRETER APPOINTMENT AT SPECIFIC TIME:

- Applied per appointment \$100
- Cancellation per appointment will be charge \$200 for any missed appointment \$200 per missed appointment

The person signing this agreement certifies that such person has read and acknowledged all terms and conditions, that he or she has read and understands all of the terms and conditions, and is fully authorized to execute this Agreement on behalf of and bind the Customer to all its terms and conditions. Both parties agree the delivery of the signed service agreement by facsimile or e-mail shall have the same force and effect of execution and delivery as the original signature.

Customer Name: Language Line Services, Inc.

Accepted by (signature): Accepted by (signature):

Name (type or print): Name:

Title (type or print): Title:

Date: Date:

Prepared by and date: Kelly Mistry 6/25/2019

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<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>7/16/2019</p>
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<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization to Proceed to Bidding for the Franklin Police Indoor Shooting Range Renovations</p>	<p>ITEM NUMBER</p> <p><i>G. 2.</i></p>
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At their meeting of December 18, 2018, the Common Council Authorized the Franklin Police Indoor Shooting Range Renovations project to proceed and authorized hiring the Architectural firm of Angus Young Associates to design and administer the project. Please see the attached memo from Brad Werginz, AIA - Project Architect, regarding the status of the project and requesting authority to proceed to public bidding.

A copy of a review set of the project plans and the complete bid document has been placed in the Aldermen's Room, is available for public inspection by request at the Office of the Director of Administration, and will be brought to the Common Council meeting in the event there are questions.

The Architect anticipates that the project will come within budget having a construction estimate of \$1,179,600, which includes a \$100,000 contingency, against an approved budget of \$1.4 million. Please note that the construction estimate does not include the design, engineering, and project administration costs. The design contract for Angus Young was approved at approximately \$55,000 not including additional costs for construction administration.

Angus Young previously designed and administered the project for the construction of Fire Station #2. For that project, they were allowed to base contract documents off A.I.A (the American Institute of Architects) standard form bid documents. They requested the same approach and consideration with this project. Following consultation with the City's insurance company, the Director of Administration and City Attorney are comfortable with the approach. The standard form does allow for listed adjustments to the stock document. The City has requested additional time for processing payments to accommodate our check approval process. Additionally an adjustment to insurance levels is specified.

In order to keep the project moving, this item has been placed on the Common Council agenda even though the required level and conditions of insurance coverage for the contractor is still under review. That review is expected to also include review by a representative of the City's insurance company. If it is not completed by the time of the meeting, the Council will be asked for approval "subject to approval by the Director of Administration as to the insurance requirements".

COUNCIL ACTION REQUESTED

Motion to authorize proceeding to bidding for the Franklin Police Indoor Shooting Range Renovations project (subject to approval by the Director of Administration as to the insurance requirements).

PROJECT MEMO

TO: Mr. Mark Luberda, Director of Administration

July 9th, 2019

COMPANY: City of Franklin

FROM: Brad Werginz, AIA - Project Architect

RE: Request to Release Design Documents for Public Bidding

PROJECT: Franklin Police Indoor Shooting Range Renovations

Introduction

The purpose of this memo, and attached drawings, is to summarize the scope of work included in the bid documents for the renovations of the Franklin Police indoor shooting range. In addition, a summary of estimated construction costs is included to show that anticipated costs fall within the budgeted amount for this project.

Project Summary

Base Bid will include approximately 4,225 square feet of interior renovation, including the shooting range and adjacent staging areas. The Work which bids are asked includes, demolition and replacement of the existing shooting range equipment, target systems, ballistic steel wall and ceiling protection, ventilation system, and associated electrical work. Work also includes exterior earthwork, concrete foundations and flatwork, masonry walls, hollow metal doors and frames, door hardware, access control, fluid applied waterproofing, decorative aluminum fencing, casework, concrete floor polishing, metal studs and gypsum board, painting, mechanical, fire alarm and electrical work.

Construction Cost Estimate Summary

Project Scope				
Area Description	Type	Unit	Cost / Unit	Total Cost
Sitework	New Construction	1	\$135,000.00	\$135,000.00
Construction Contingency	Renovation	1	\$100,000.00	\$100,000.00
Abatement/Decommissioning	Renovation	1	\$63,500.00	\$63,500.00
New Range Equipment	New Construction	1	\$410,000.00	\$410,000.00
Roof System Waterproofing	Renovation	3,240	\$15.00	\$48,600.00
Shooting Range	Renovation	4,225	\$100.00	\$422,500.00
Totals		7,469	\$157.93	\$1,179,600.00

Request for Council Approval to Proceed with Public Bidding

We are requesting approval to proceed with public notice and bidding of the design documents for the Franklin Police shooting range renovations. A three-week bidding period is anticipated. After bidding, a summary will be prepared and presented to the Council for approval to award a construction contract to the lowest qualified bidder.

Respectfully,
 Brad Werginz, AIA, Project Architect
 encl: Project Drawings

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 16, 2019
Reports & Recommendations	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF ASPEN WOODS SUBDIVISION PHASE II LOCATED ON S. 47TH AND W. PUETZ ROAD	ITEM NO. <i>6, 3.</i>

BACKGROUND

Pursuant to the approval of Aspen Woods Subdivision Phase II, it is necessary to enter into a subdivision development agreement at an estimated cost of \$2,344,221.80.

ANALYSIS

This development agreement is unique since it discusses a 2-stage approach for the grading plan. This will allow the developer to use soils from the basements in the first stage (generally the northern lots) to use for finalizing the lot grades for the second stage (generally the southern lots). The language is detailed in V.E (page 18).

It should be noted that the developer is in violation of the subdivision development agreement for Phase I. Occupancy permits were/are not being held as enforcement as was the case for previous subdivision developments. Allowing the subdivision to fully develop without items such as erosion/sediment control and the final certification of the stormwater management pond places the City at risk of non-compliance with DNR rules and regulations that require the City to be protective of receiving waters.

The developer will claim wet weather has been the reason for non-compliance with the development agreement for Phase I. Recently the developer wrote *"They [his construction crews] have been working on it [non-compliance issues] during this dry spell. The only thing that won't be buttoned down are lots with active construction and the path. If the development agreement is not approved and we cannot start next week, we will not be able to complete our work this year and we'll be in the same position next spring. I'm sure we'd all like to avoid that."*

OPTIONS

- A. Deny the subdivision development agreement for Phase II
- B. Approve the subdivision development agreement for Phase II
- C. Approve the subdivision development agreement for Phase II with conditions related to compliance with the subdivision development agreement for Phase I. Perhaps no building permits for Phase II will be issued until Phase I is in compliance with its SDA? Perhaps financial penalties to be added for every day non-compliant? Staff is open to suggestions.
- D. Refer back to Staff with further direction.

FISCAL NOTE

Municipal services and contingencies are accepted with percentages and are included in bond.

RECOMMENDATIONS

(Option A) motion to deny the Subdivision Development Agreement with the developer of Aspen Woods Subdivision Phase II. Or

(Option B- suggested resolution attached) Motion to adopt Resolution No. 2019- _____ a resolution authorizing certain officials to execute a Subdivision Development Agreement with the developer of Aspen Woods Subdivision Phase II located on S. 47th and W. Puetz Road upon review and acceptance by City Attorney. Or

(Option C- no suggested resolution provided) Motion to adopt Resolution No. 2019- _____ a resolution authorizing certain officials to execute a Subdivision Development Agreement with the developer of Aspen Woods Subdivision Phase II located on S. 47th and W. Puetz Road with the following conditions..... upon review and acceptance by City Attorney and City Engineer.

CITY OF FRANKLIN

WISCONSIN

SUBDIVISION DEVELOPMENT AGREEMENT

FOR

ASPEN WOODS SUBDIVISION PHASE II

July 2019

**SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of _____ 20____, by and between VH Aspen Woods LLC, a Wisconsin limited liability company, hereinafter called the "Subdivider" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Subdivider desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Subdivision"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"); and

WHEREAS, §§ 236.13(2)(am), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes and Division 15-9.033 Land Division Procedures and Administration of the Unified Development Ordinance of the City of Franklin Municipal Code, provide that as a condition of approving the Subdivision, the governing body of a municipality may require that the Subdivider make and install, or have made and have installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the planned Subdivision development, that necessary alterations to existing public utilities be made, and that the Subdivider provide a Financial Guarantee approved by the City Attorney guaranteeing that the Subdivider will make and install, or have made and installed, those improvements within a reasonable time; and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Subdivision and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties; and

WHEREAS, the City believes that the orderly planned development of the Subdivision will best promote the health, safety and general welfare of the community, and hence is willing to approve the Subdivision provided the Subdivider proceed with the installation of the Improvements in and as may be required for the Subdivision, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Subdivision is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".

3. The Subdivider shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Subdivider shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".
4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Subdivider periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is (IN WORDS) Two million, three hundred forty-four thousand, two hundred twenty-one and 80/100 Dollars as itemized in attached Exhibit "D".
5. To assure compliance with all of Subdivider's obligations under this Agreement, prior to the issuance of any building permits, the Subdivider shall file with the City a Financial Guarantee (the "Financial Guarantee", which may be either in the form of a Letter of Credit or a Performance Bond and such form shall be the choice of the Subdivider) in the initial amount of \$2,344,221.80, representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Subdivider has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Subdivider shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Subdivider for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Subdivider, and thereafter the Subdivider shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Subdivider fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Subdivider, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated

in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Subdivider, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code and Unified Development Ordinance.

In addition, the City Engineer may demand that the Financial Guarantee be extended from time to time to provide that the Financial Guarantee be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period as set forth under Paragraph 13. below, including the fourteen (14) months following substantial completion of the Improvements and 10% limitations also set forth thereunder. For the purposes of this Agreement, "Substantial Completion" is defined as being the date that the binder course of asphalt is placed on the public roadway of the Subdivision. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Subdivider. If said Financial Guarantee is not extended for a minimum of a one (1) year period prior to expiration date of the Financial Guarantee (subject to any then applicable of the aforementioned limitations), the City may send written notice to the Surety Guarantee Issuer to make payment of the remaining balance of the Financial Guarantee to the City to be placed as an escrow deposit.

7. The following special provisions shall apply:
 - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
 - (b) The laterals mentioned in Exhibit "B" are to be installed before street surfacing mentioned in Exhibit "B" is commenced.
 - (c) Electric and Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit "B" is commenced. Also, any other underground work by any other utilities is also to be completed before said street surfacing is commenced.
 - (d) To the extent necessary to accommodate public utilities easements on the Subdivision development, easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Subdivision. All utilities shall be underground except for any existing utility poles/lines.
 - (e) The curb face to curb face width of the roads in the Subdivision shall be as determined by the City Engineer.

- (f) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Subdivider to the City, in form and content as required by the City, without recourse, and free and clear of all liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.
- 8. The Subdivider agrees that it shall be fully responsible for all the Improvements in the Subdivision and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Subdivider. The Subdivider's obligations under this Paragraph 8., as to any improvement, terminates upon acceptance of that improvement by the City.
- 9. The Subdivider shall take all reasonable precautions to protect persons and property of others on or adjacent to the Subdivision from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Subdivision, lights and barricades during the Construction Period.
- 10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Subdivider or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of law, the Subdivider shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Subdivider promptly, in writing, notice of the alleged loss, damage or injury.
- 11. Except as otherwise provided in Paragraph 12. below, the Subdivider shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
 - (a) the negligent or willfully wrongful performance of this Agreement by the Subdivider or any subcontractor retained by the Subdivider;
 - (b) the negligent or willfully wrongful construction of the Improvements by the Subdivider or by any of said subcontractors;

- (c) the negligent or willfully wrongful operation of the Improvements by the Subdivider during the Construction Period;
 - (d) the violation by the Subdivider or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance; or
 - (e) the infringement by the Subdivider or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Subdivider shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Subdivider hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Subdivider's obligations under said guaranty upon acceptance of the Improvements by the City, the Subdivider will provide to the City a Financial Guarantee equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs, which Financial Guarantee shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Financial Guarantee maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Financial Guarantee shall be a partial continuation of, and not in addition to, the Financial Guarantee described in Paragraph 5. above.
14. (a) The Subdivider shall not commence work on the Improvements until it has obtained all insurance coverage required under this Paragraph 14. and has filed certificates thereof with the City:
- (1) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage shall protect the Subdivider and all subcontractors retained by the Subdivider during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Subdivider or by any subcontractor retained by the Subdivider or by anyone directly or indirectly employed by either the Subdivider or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14.(a)(1) and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Property Damage	\$500,000 Per Occurrence \$500,000 Aggregate

(2) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$500,000 Per Occurrence

(b) The Subdivider shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Subdivider shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Subdivider has paid all of the Improvements Costs, at which time the Subdivider shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Subdivider and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Subdivision and that no future lot assessments or other types of special assessments of any kind will be made against the Subdivision by the Subdivider or by the City for the benefit of the Subdivider, to recoup or obtain the reimbursement of any Improvement Costs for the Subdivider.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of §§ 236.13(2)(a), 236.13(2)(b), 236.13(2)(c), 236.13(2)(d) and 236.13(2m) of the Wisconsin Statutes.
18. Penalties for Subdivider's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.0500, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other remedies provided by law or in equity so that the City may obtain Subdivider's compliance with the terms of this Agreement as necessary.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Subdivider shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Subdivider remains liable hereunder. This Agreement shall run with the land.

[The remainder of this page is intentionally left blank. Signatures are on the following pages.]

**INDEX OF EXHIBITS
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II**

Exhibit A	Legal Description of Subdivision
Exhibit B	General Description of Required Subdivision Improvements
Exhibit C	General Subdivision Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Subdivision Requirements
Exhibit F	Construction Specifications

EXHIBIT "A"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II

LEGAL DESCRIPTION OF SUBDIVISION

Part of Lot 4 of Certified Survey Map No. 7754, recorded in the Register of Deeds office for Milwaukee County on May 9, 2006, as Document No. 9231593, being a redivision of Parcel 1 of Certified Survey Map No. 4397, Parcels 1 and 2 of Certified Survey Map No. 6185 and Lot 2 of Certified Survey Map No. 7733, being a part of the Northwest 1/4 of the Northeast 1/4 and the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 23; thence South 87°-49'-18" West along the North line of said Northeast 1/4, a distance of 654.50 feet; thence South 00°-27'-19" East, a distance of 40.00 feet to the Southerly right-of-way line of West Puetz Road, said point also being the Northeast corner of said Lot 4 and the point of beginning; thence South 87°-49'-16" West along said Southerly line, a distance of 567.68 feet; thence South 02°-10'-45" East, a distance of 222.27 feet; thence North 87°-49'-16" East, a distance of 102.87 feet; thence South 02°-00'-36" East, a distance of 401.59 feet; thence South 88°-47'-56" West, a distance of 260.26 feet; thence North 64°-55'-33" West, a distance of 70.00 feet; thence South 89°-34'-06" West, a distance of 76.75 feet; thence South 00°-25'-54" East, a distance of 78.63 feet; thence South 27°-50'-05" West, a distance of 31.99 feet; thence South 09°-58'-07" West, a distance of 30.79 feet; thence South 12°-59'-06" East, a distance of 113.22 feet; thence South 02°-00'-22" East, a distance of 205.00 feet; thence South 87°-59'-38" West, a distance of 41.25 feet; thence Northwesterly 60.00 feet along a curve to the right having a radius of 120.00 feet, the chord of said curve bears North 77°-40'-51" West, a chord distance of 59.38 feet; thence South 26°-38'-39" West, a distance of 234.34 feet; thence South 02°-00'-36" East, a distance of 50.00 feet to the South line of said Lot 4; thence North 87°-59'-24" East along said South line, a distance of 1,042.75 feet to a Southeast corner of said Lot 4; thence North 00°-27'-19" West along the East line of said Lot 4, a distance of 1,281.60 feet to the point of beginning and containing 20.810 acres (906,466 sq. ft.) of land more or less.

EXHIBIT "B"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II

<p>GENERAL DESCRIPTION OF REQUIRED SUBDIVISION IMPROVEMENTS</p>

Description of improvements required to be installed to develop the [Name of] Subdivision.

- *S Denotes contract for improvements to be awarded, financed and paid for by the Subdivider in lieu of special assessments.
- *C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Subdivider in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Subdivision.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements
(refer to additional sheets for concise breakdown)

1. Grading of all lots and blocks within the Subdivision in conformance with the approved grading plan. *S
2. Grading of the streets within the Subdivision in accordance with the established street grades and the City approved street cross-section and specifications. *S
3. Installation of concrete or asphalt permanent pavement with vertical face concrete curb and gutter in accordance with present City specifications. *S
4. Sanitary sewer main and appurtenances in the streets and/or easement in the Subdivision, to such size and extent as determined by the master sewer plan and/or City Engineer, as necessary to provide adequate service for the final Subdivision and drainage area. *S

5. Laterals and appurtenances from sanitary sewer main to each lot line; one for each lot as determined by the City. *S
6. Water main and fittings in the streets and/or easement in the Subdivision, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Subdivision and service area. *S
7. Laterals and appurtenances from water main to the street line; one for each lot, as determined by the City Engineer together with curb stop as specified by the City. *S
8. Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require. *S
9. Paved streets with curb and gutter in the Subdivision to the approved grade and in accordance with the City specifications. *S
10. Concrete sidewalks in the Subdivision to the approved grade and in accordance with the City specifications. *S
11. Concrete, asphalt or chipped pedestrian walks in dedicated pedestrian ways and easements in the Subdivision as approved by the City. *S
12. Concrete driveways between the street line and curb and gutter for each lot as specified and approved by the City. (N.A.)
13. Street trees. *C
14. Protective fencing adjacent to pedestrian ways, etc. (N.A.)
15. Engineering, planning and administration services as approved. *S
16. Drainage system as determined and/or approved by the City to adequately drain the surface water from the Subdivision and management areas in accordance with the master drainage plan and/or approved system plan. *S
17. Street lighting and appurtenances along the street right-of-way as determined by the City. *C
18. Street signage in such locations and such size and design as determined by the City. *C
19. Title evidence on all conveyances. *S

EXHIBIT "C"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II

GENERAL SUBDIVISION REQUIREMENTS

I. GENERAL

- A. The Subdivider shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all City specifications and ordinances.
- C. The entire Subdivision as proposed shall be recorded.

2. LOT SIZE AND UNIT SIZE

- A. Lots
 - 1. All lots shall be as shown on the final approved plat.
- B. Units
 - 1. The minimum area of any living unit built in the project shall be as specified in the Franklin Municipal Code and Unified Development Ordinance in effect at the time the permit is issued unless otherwise specified in the agreement.

2I. WATER SYSTEM

- A. Availability
 - 1. Each and every lot in the Subdivision shall be served by a water main.
 - 2. The Subdivider shall provide for the extension of the water system to abutting properties by laying water pipe in public right-of-way or in water easement to the exterior lot line of the Subdivision as directed by the City Engineer.
 - 3. Laterals shall be laid to each and every lot. Size shall be approved by the City Engineer.

4. Fire hydrants shall be available to the City's Fire and Public Works Departments, and both City Departments shall have free and unlimited use of the water.

B. Construction

1. All construction shall be in accordance with the specifications of the City.
2. Inspection of the work shall be at the Subdivider's expense.
3. Mains and appurtenances including all pipe, hydrants, gate valves, laterals and curb stop boxes shall be installed.

IV. SANITARY SEWER SYSTEM

A. Components

Sanitary sewerage service through and within the Subdivision shall be provided. It shall consist of without limitation because of enumeration, sanitary sewer, manholes, appurtenances, laterals, and other appurtenances.

B. Availability

1. Each and every building in the Subdivision shall be served by a sanitary sewer.
2. Laterals shall be laid to the lot line of each and every lot.
3.
 - a) The Subdivider shall provide for the extension of the sanitary sewer system to abutting properties by laying sewer pipe to the exterior lot lines of the Subdivision as directed by the City Engineer, and in accordance with system plans as approved by Milwaukee Metropolitan Sewerage District.
 - b) In the event that adjacent property owners request sewer service prior to the time the sewer extensions are installed to the exterior boundaries of the Subdivision as described in Section IV. B. 3.(a) above, the City is hereby granted the right to install said extensions within the Subdivision at the expense of the Subdivider. All costs for installing sewer systems outside of the boundaries of the Subdivision shall be paid by the adjacent property owners upon any special assessment proceedings had by the City or waiver thereof by the adjacent property owners pursuant to Wis. Stat. § 66.0701 Special assessments by local ordinance, and §207.15. Special assessments, of the Municipal Code.

V. STORM DRAINAGE

A. Components

Storm drainage through and within the Subdivision shall be provided by means of storm sewer, culverts and ditches installed within the road required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, inlets, leads, open swales, retention basins and other management facilities as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Subdivider's cost.

B. Endwalls

1. Endwalls shall be approved by the City Engineer.
2. Endwalls shall be installed on each and every culvert and at all open ends of storm sewers.

C. Outfalls and Retaining Walls

1. Outfalls and retaining walls shall be built where required by the City Engineer.
2. The aesthetic design of said structures shall be approved by the Architectural Board.
3. The structural design of said structures shall be done by a licensed Engineer or Architect registered in the State of Wisconsin.

D. Responsibility of Discharged Water

1. The Subdivider shall be responsible for the storm drainage until it crosses the exterior property line of the Subdivision or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
2. However, if the Subdivider of the Subdivision will, in the opinion of the City Engineer, cause water problems downstream from the Subdivision which will reasonably require special consideration, the Subdivider shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

E. Two-Stage Grading Plan

1. The City acknowledges that a two-stage grading plan will be prepared by Subdivider to accommodate earth balance issues. This two-stage grading plan shall include the approximate proposed grading for an initial first-stage and final second-stage grading plans, and shall be submitted to the City Engineer for review and approval. The first-stage grading plan will also show detailed plans for erosion control methods (such as a sediment pond and silt fence) that will protect the newly constructed stormwater detention facilities as well as adjacent property owners. The Subdivider shall make every effort to minimize the number of lots impacted and the duration each lot is impacted. During this time, the City will continue to issue building and certificate of occupancy permits for the northern lots (Nos 7-8, 10-16, 20-21, 28-31, 47, 52-54) as long as the Subdivision is complying with the approved two-stage grading plan. No building permits for the remainder of the lots will be issued until the second stage grading is completed and stabilized.

VI. STREETS

A. Location

1. Streets shall be constructed in such a manner that the centerline of roadway shall be centerline of right-of-way.
2. Streets shall be constructed in each and every road right-of-way platted and shall be built to the exterior lot line of the Subdivision whenever possible except as noted in Exhibit "E".

B. Names

The names of all streets shall be approved by the City Engineer.

C. Construction

1. All streets shall be built in accordance with the specifications on file in the City Engineer's Office.
2. All streets shall be constructed with 8" of stonebase and 4" of A/C binder course prior to Subdivision certification. The 2" A/C surface course shall be installed when 90% of the lots within the Subdivision have been built upon or at the discretion of the City Engineer.

Before the final lift of asphalt can be installed within a Subdivision the Subdivider must make arrangements to repair damaged or failed concrete curb and gutter, concrete walk, asphalt base course or sub-grade. Also, damaged or failed utility appurtenances must be repaired, rebuilt or replaced by the Subdivider's contractor prior to the installation of the final lift of asphalt pavement.

All associated costs with this work will be the responsibility of the Subdivider.

3. The construction shall be inspected by the City or its agent and all fees due to such inspection shall be paid by Subdivider.

D. Snow Removal and Ice Control

The responsibility for snow removal and ice control on all streets within the Subdivision shall lie with the Subdivider until:

- a) The plat is recorded; and
- b) The streets have been provisionally approved by the City.

VII. EASEMENTS

A. Drainage

1. All drainage easements dedicated to the public shall be improved as follows:
 - a) Storm sewer or open channel, unless otherwise agreed upon by the Subdivider and the City.
 - b) Side slopes no steeper than 4:1.
 - c) Landscaped in accordance with the applicable City regulations and/or approvals condition for the Subdivision for landscaping requirements or, in the case of storm sewer, as directed by the City Engineer.
2. Pedestrian
 - a) The pedestrian walks shall be concrete or asphalt as required by city Engineer and shall be ten (10) feet wide.
 - b) The edge of the walk shall be at least one (1) foot from either side of the easement.

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.

- b) Drainage has been rough graded and approved (except for the provisions in Section V.E.1.).
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.
 - e) All Subdivision monuments have been set (except for some of those lots identified on the two-stage grading plan).
2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

1. No temporary occupancy permits shall be issued until:
- a) Streets have been paved except for the final lift of asphalt.
 - b) The gas, telephone and electrical services have been installed and are in operation.
 - c) The water system is installed, tested and approved.
 - d) The site is stabilized and all drainage facilities have been re-certified (except for the provisions in Section V.E.1.).

IX. DEED RESTRICTIONS

- A. A Financial Guarantee approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any permits are issued.
- B. The time of completion of improvements.
- 1. The Subdivider shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this agreement.
 - 2. Should the Subdivider fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Subdivider, may cause the installation of or the correction of any deficiencies in said improvements.

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

At the time of submitting the plans and specifications for the construction of the Subdivision improvements, a fee equal to two-and-one-fourth percent (2¼ %) of the cost of the improvements as estimated by the City Engineer at the time of submission of improvement plans and specifications, to partially cover the cost to the City of checking and reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three-fourth percent (1¾ %) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00; and one-and-one-fourth percent (1¼ %) of said cost in excess of \$500,000.00. At the demand of the Subdivider or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Subdivider. Evidence of cost shall be in such detail and form as required by the City Engineer.

B. For the services of testing labs, consulting engineers and other personnel, the Subdivider agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

EXHIBIT "D"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR ASPEN WOODS SUBDIVISION PHASE II

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$474,153.75
Sanitary System	\$301,808.25
Water System	\$184,976.25
Storm Sewer System	\$233,713.50
Paving (including sidewalk)	\$300,647.85
Street Trees (56 x \$400/lot)	\$22,400.00
Street Lights (1) @ approximately \$5,000/ea.	\$5,000.00
Street Signs	\$1,442.70
Underground Electric, Gas and Telephone	\$70,000.00
Storm Water Management	\$50,101.50
SUBTOTAL	\$1,845,843.80
Engineering/Consulting Services	-----
Municipal Services (7% of Subtotal)	\$129,209.00
Contingency Fund (20% of Subtotal)	\$369,169.00
TOTAL:	\$2,344,221.80

Total: Two million, three hundred forty-four thousand, two hundred twenty-one and 80/100 Dollars.

APPROVED BY: _____ Date: _____
Glen E. Morrow, City Engineer

EXHIBIT "E"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II

<p>ADDITIONAL SUBDIVISION REQUIREMENTS</p>

1. The Subdivider agrees that it shall pay to the City of Franklin for one (1) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval-high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted.
2. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
3. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
4. The Subdivider agrees to pay the City for street trees planted by the City on W. Blazing Star Road, S. Shady Leaf Lane, W. Rustic Summit Pass and S. 47th Court at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Subdivider, the Subdivider's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this Agreement because the Subdivider will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.

8. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.
9. The Subdivider shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
10. being to ensure compliance with the Unified Development Ordinance.
11. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
12. The Subdivider shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Subdivider and/or owners association.
13. The Subdivider shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the Unified Development Ordinance, prior to recording of the Final Plat. The Subdivider is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
14. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management facilities and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.
15. Construction Requirements:
 - a) Prior to any construction activity on the site, Subdivider shall prepare a gravel surfaced parking area within the boundaries of the site.
 - b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
 - c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
 - d) All traffic shall enter the site from West Puetz Road as shown on the approved engineering plans.

16. The Subdivider shall provide for the connection to the existing S. 47th St. and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
SUBDIVISION DEVELOPMENT AGREEMENT
FOR
ASPEN WOODS SUBDIVISION PHASE II

CONSTRUCTION SPECIFICATIONS

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Concrete Curb & Gutter	CITY OF FRANKLIN
Streets: Construction	CITY OF FRANKLIN
Materials Asphalt	CITY OF FRANKLIN
Aggregate	CITY OF FRANKLIN
Concrete	CITY OF FRANKLIN
Cross Section	CITY OF FRANKLIN

RESOLUTION NO. 2019- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE
A SUBDIVISION DEVELOPMENT AGREEMENT
WITH THE DEVELOPER OF ASPEN WOODS SUBDIVISION PHASE II
LOCATED ON S. 47th AND W. PUETZ ROAD

WHEREAS, the Common Council at its regular meeting on July 16, 2019 recommended approval of the subdivision subject to the execution of a Subdivision Development Agreement; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development of the subdivision known as Aspen Woods Subdivision Phase II; and

WHEREAS, the developer of the subdivision is willing to proceed with the installation of the improvements provided for in the Subdivision Development Agreement; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Subdivision Development Agreement on behalf of the City with the developer of the subdivision.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

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

Passed and adopted by the Common Council on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<p style="text-align: center;">APPROVAL</p> <p><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;">07/16/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p>Recommendations from the Quarry Monitoring Committee: Amend the Professional Services Agreement Change Order with Stantec to comply with Common Council direction of March 19, 2019, and status update on citizen-appointed member to the Quarry Monitoring Committee.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G. 4.</p>

At the Common Council meeting of March 19, 2019, Alderwoman Wilhelm moved to approve an amendment to the Quarry Monitoring Professional Services Agreement for 2019 to include the addition of a new survey of both north/south boundary along S. 51st Street and the east/west boundary along W. Drexel Avenue and that the surveying funds come from the General Fund (Contingency), or as appropriate, at a cost not to exceed \$6,000 and further that the survey point would be from the current centerline of S. 51st Street. All voted Aye; motion carried.

The Quarry Monitoring Committee is recommending that the attached executed Change Order dated June 11, 2019 be further defined in relation to the setback on West Drexel Avenue and marking of centerlines for future reference.

Also, Alderwoman Wilhelm will provide a status update on the Quarry Monitoring Committee's discussion at their meeting of July 11, 2019 to provide for a citizen-appointed member to the Committee.

COUNCIL ACTION

As directed.

V1.9.



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 01 Date 11 June 2019
 "Stantec" Stantec Consulting Services Inc.
 Stantec Project # 193703639
 1165 Scheuring Rd., De Pere, Wisconsin 54311
 Ph: (920) 592-8400
 email: mike.roznowski@stantec.com

Client City of Franklin
 Client Project # N/A
 9229 West Loomis Road, Franklin, Wisconsin 53132
 Ph: (414) 425-4024
 email: jdietl@franklinwi.gov

Project Name and Location: Quarry Monitoring Services

In accordance with the original Professional Services Agreement dated 15 February 2019 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Stantec will prepare an Exhibit depicting the centerlines of S. 51st St. and W Drexel Ave. with upper and lower Payne & Dolan quarry limits shown dimensioned to the road centerlines, in relation to the 650-foot minimum set-back. We'll prepare a brief memo describing conditions to accompany the Exhibit. UAV and photogrammetric measurement technology will be used in the survey process to map the quarry.

Total fees this Change Order	\$	6,000.00
Original agreement amount	\$	46,000.00
Change Order Number	\$	-
Change Order Number	\$	-
Change Order Number	\$	-
Change Order Number	\$	-
Total Agreement:	\$	52,000.00

Effect on Schedule: Services should be completed within 4 to 6 weeks of authorization to proceed.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.

City of Franklin

Michael B. Roznowski, Principal
Print Name and Title

Stephen R. Olson Mayor
Print Name and Title

Signature [Signature]

Signature [Signature]

Date Signed: 6/11/19

Date Signed: 6/21/19

<p>APPROVAL</p> <p><i>slw</i> <i>MWL</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>7/16/2019</p>
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<p>REPORTS & RECOMMENDATIONS</p>	<p>Authority to Prepare a Contract and Scope of Services for an Update to the Site Plan for Development of Pleasant View Park</p>	<p>ITEM NUMBER</p> <p><i>6.5.</i></p>
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At their meeting of July 8, 2019, the Parks Commission spent considerable time reviewing various capital improvement projects and strategies for the City's park system. The work was being done for a dual purpose. First, this enabled them to complete a recommendation as to capital improvement projects to submit for consideration during the 2020 budget process. Second, it was their first step in consideration of the Facility Needs Assessment that constitutes the project plan for the impact fees and is based on the Comprehensive Outdoor Recreation Plan (CORP). As part of the impact fee update project that is under way, the Park Commission is reviewing the list and details of projects that are identified in the report. [Following that review, their recommendations will be forwarded to the Common Council for its consideration, but that is not part of this Council Action Sheet.]

The Parks Commission continued to express its priority concern to move forward with the development of Pleasant View Park. The previous initial development (parking, tennis courts, etc.) and the pavilion construction that is soon to get underway is viewed as significant progress. The CORP and the Impact Fee Study (Facility Needs Assessment), however, both anticipate additional development of park features. These features were previously (around 2014) also incorporated into a site plan for the Park. That site plan was used in and is part of the bid documents for the pavilion and is attached for your convenience.

With the construction of the pavilion imminent, the Parks Commission would like to proceed with a review and finalization of the site plan for Pleasant View Park. The intent would be to have this completed sufficiently for a limited project phase in 2020 and fully completed in time for budget discussions in 2020 for the 2021 budget. Staff encourages continued progress on park development as it is called for in the CORP and it is a requirement of Impact Fee statutes that projects move forward in a timely manner. Additionally, it is reasonable to consider that a plan developed half a decade ago should be re-evaluated prior to implementation as circumstances and preferences can change.

GRAEF previously prepared the current site plan. Prior to undertaking the effort to prepare a contract and scope of services, staff requests confirmation from the Common Council that such a project is warranted and advantageous. If the motion below is approved, the Director of Administration will work with GRAEF to develop a contract proposal and scope of services for the Common Council's future consideration. Although the contract will be eligible for partial funding by impact fees, it will require a budget modification (at that time) to allow for use of appropriations currently designated in the 2019 budget for parkland acquisition. The Director of Administration will work with Alderwoman Wilhelm, the Alderwoman of the district, on development of the scope of services.

COUNCIL ACTION REQUESTED

Motion to direct the Director of Administration, working with Alderwoman Wilhelm, to prepare a contract and scope of services for an update to the site plan for development of Pleasant View Park.



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APPROVAL <i>slw</i> 	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/16/2019
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens, Inc. Semi-Annual Update for 2019	ITEM NUMBER G.6,

At their February 17, 2015 meeting, the Common Council directed that Fred Knueppel, President of the Franklin Senior Citizens, Inc. organization, attend and give a status update on the organization semi-annually (January and July). Attached is a spreadsheet showing the January thru June 2019 expenditures of the Franklin Senior Citizens, Inc. organization.

The Franklin Senior Citizens, Inc. activities are funded strictly through the City's general "Recreation" operating fund. For 2019, the total budget amount is \$10,000. The Franklin Senior Citizens, Inc. budget funds a portion of the cost of their monthly business meeting luncheons held at Root River Lanes in Franklin, a monthly social luncheon at Brenwood Park Senior Apartments (minus the Seniors co-pay of \$2 each), miscellaneous operating supply costs, and IT tech room support services.

As of June 30, 2019, \$4,024.20 has been expended from the \$10,000 City budget for Senior Citizen Activities (see attached spreadsheet). A general breakout is as follows: Monthly Business Luncheon, \$2,559.95; Monthly Social Luncheon, \$810.59; Miscellaneous Operating Supply Costs and IT Tech Room Support Services, \$653.66. The current total membership of the Franklin Senior Citizens, Inc. is 115 members.

Mr. Fred Knueppel is not available to attend the July 16, 2019 Common Council meeting but noted that if the Council wanted him to return to an upcoming meeting, he would be happy to do so.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information. No action is being requested.

2019 Franklin Senior Citizens, Inc. Activities

Breakdown of Reported Expenditures and Reimbursement by City

	Franklin Seniors Social					Business Luncheon					Annual Appropriation		Total Program Cost Reimbursement (01.0521.5723)
Month	Combined Program Cost	Participant Co-Pay (\$2 Each)	Program Cost Reimbursement	Seniors Attendance	Combined Program Cost	Participant Cost (Approx. \$5 Each)	Extra Costs paid by Fr. Senior Inc for special venues	Program Cost Reimbursement (\$4.50 Each)	Misc. Costs/ Entertainment Reimbursement	Seniors Attendance	Office, Misc., and Computer Center Costs	Total Program Cost Reimbursement (01.0521.5723)	
January, 2019	125.13	(42.00)	83.13	21	807.42	(425.00)		382.42		85	93.38	558.93	
Feb. 2019	137.92	(44.00)	93.92	22	807.42	(425.00)		382.42		0	106.72	583.06	
Mar. 2019	145.49	(44.00)	101.49	22	902.41	(475.00)		427.41		95	106.72	635.62	
Apr. 2019	165.99	(54.00)	111.99	27	987.90	(520.00)		467.90		104	120.06	699.95	
May 2019	383.51	(48.00)	335.51	24	949.90	(500.00)		449.90		100	120.06	905.47	
June 2019	130.55	(46.00)	84.55	23	949.90	(500.00)		449.90		100	106.72	641.17	
July	-	-	-	0	-	-		-		0	-	-	
August	-	-	-	0	-	-		-		0	-	-	
Sept.	-	-	-	0	-	-		-		0	-	-	
October	-	-	-	0	-	-		-		0	-	-	
November	-	-	-	0	-	-		-		0	-	-	
Dec.	-	-	-	0	-	-		-		0	-	-	
TOTALS	\$1,088.59	-\$278.00	\$810.59	139	\$5,404.95	-\$2,845.00	\$0.00	\$2,559.95	\$0.00	484	\$653.66	\$4,024.20	
Avg / Event	\$181.43	-\$46.33	\$135.10	23.2	\$900.83	-\$474.17		\$426.66		80.7		\$5,975.80	
											Remaining Balance for 2019		

<p>APPROVAL</p> <p><i>slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>7/16/2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>City of Franklin's Community Development Block Grant Program Projects for 2020</p>	<p>ITEM NUMBER</p> <p>G. 7.</p>

Per Milwaukee County, the timeline for the 2020 Community Development Block Grant (CDBG) applications is as follows:

July 23, 24, 29, August 7: 2020 CDBG Training Sessions for Applicants (one training required per applicant).

July 24, 2019: 2020 CDBG application available online.

August 29, 2019: CDBG applications due to Milwaukee County Housing by Noon.

October 28, 2019: (Tentative) 2020 applications are presented to the Milwaukee County Economic & Community Development Committee Meeting.

2019 CDBG PROJECT ALLOCATIONS

For its 2019 CDBG allocations, the City of Franklin issued a letter of support in the amount of \$5,000 to Southwest Interfaith for its Neighborhood Outreach/Home Support Program; a letter of support in the amount of \$3,000 to Oak Creek Salvation Army for its Homelessness Program; applied and received notice of award in the amount of \$5,000 for the Senior Community Health Educational Program (Health Department); and applied and received notice of award in the amount of \$37,000 for the 2019 Franklin Home Repair Grant Program.

2020 CDBG APPLICATION IDEAS

As a refresher, the Milwaukee County CDBG program has had increasing pressure from HUD to ensure approved projects meet the federal requirement that no more than 15% of project dollars go towards Public Service projects, social service type programs not involving construction (per federal law, the focus of the CDBG program is for construction related projects). Note that the County considers those projects that receive a letter of support as using a portion of our allocation.

The size of Franklin's allocations limits its reasonable application for major construction projects, which is the primary intent of the Federal CDBG program. Efforts to generate public input and ideas in recent years have not been very successful largely in part to the limitations of the funds in relation to Franklin's demographic makeup. Nonetheless, the City could delay action at this time to seek additional input or ideas. At the same time, our current allocation strategy supports beneficial services and can be very helpful in maintaining a small portion of the City's older housing stock, while targeting CDBG-eligible participants.

For 2020 and absent the submission of appropriate and viable CDBG-eligible project suggestions, the Director of Administration recommends continuing to fund the current Public Service Projects: 1) The Senior Health-Related Educational Programming by the Franklin Health Department (\$5,000), 2) letter of support for the Oak Creek Salvation Army – Homelessness Program (\$3,000), and 3) letter of support for the Eras Senior Network Neighborhood Outreach Program (formerly Southwest Interfaith) (\$5,000). We are learning that SW Interfaith has been taken over by Eras Senior Network Neighborhood Outreach Program and Milwaukee County has informed us that they believe Eras is intending to submit an application to Milwaukee County for the 2020 CDBG funding period. We are working on confirming their intent for application. If confirmed, we recommend continuing to support the beneficial services of their Senior Neighborhood Outreach Program. If Eras does not intend to apply for CDBG funding, then we would split their \$5,000 funding giving an additional \$2,500 to both the Oak Creek Salvation Army – Homelessness Program and the Senior Health Related Educational Programming by the Franklin Health Department. If the Common Council agrees, the City will forward a letter of support to Eras Senior

Network (if confirmed) and the Salvation Army, and those agencies will then proceed to prepare and submit the necessary 2020 application to Milwaukee County. City staff will directly participate in the application process for these projects only if it becomes required for whatever reason. Also note that it is possible that the County could reduce the total of available funds for Franklin Public Service projects to around \$8,000-\$9,000, which is 15% of a typical allocation between \$50,000-\$60,000.

Also for 2020, and absent any other ideas, the Director of Administration suggests that the City once again apply for funding towards a "Franklin Home Repair Grant Program" as it had applied for and was awarded funding in 2018 and 2019. The current 3-year Cooperation Agreement with the County includes language that allows a community to submit proposed projects for funding "and/or have all or some of its allotment for that year applied to the Home Repair Program". The Milwaukee County Home Repair Program is administered directly through Milwaukee County and provides grants to low-income owner-occupants of single-family homes to make necessary repairs to their homes. Typical repairs include making accessibility accommodations, repairing electrical systems, water/sewer service, and/or porches; replacing roofs, siding, trim, and/or windows. The application for the Home Repair Grant Program is set up to help as many income-eligible, single-family homeowners in Franklin as possible – with grants being up to half the project cost, no greater than \$10,000 (flexible). This \$10,000 amount is flexible and can be modified (increased/decreased) by Milwaukee County depending on how many income-eligible applications are received and the amount of the repairs. Note also that it is increasing the maximum grant amount to \$10,000, from \$5,000, depending upon how many qualifying applicants there may be.

Absent any other suggested projects, the Director of Administration recommends completing and submitting final 2020 Milwaukee County CDBG applications by the deadline date of August 29, 2019 for the following City of Franklin projects and amounts:

2020 Recommended Franklin CDBG Applications:	Amount:
Senior Health-Related Educational Programming (Health Department)	\$5,000
Eras Senior Network Neighborhood Outreach Program (Letter of Support-\$5,000)	5,000
Oak Creek Salvation Army – Homelessness (Letter of Support-\$3,000)	3,000
Franklin Home Repair Grant Program (Remaining amount)	<u>37,000-47,000</u>
Total 2020 Franklin Application Submittal	\$50,000-\$60,000

NOTE: A public hearing by the City of Franklin is not required as the Milwaukee County Board schedules/holds a public hearing on all project recommendations usually in September.

COUNCIL ACTION REQUESTED

Motion to table this item until the meeting of August 6, 2019 in order to allow individuals the opportunity to propose other CDBG-eligible projects.

-OR-

Motion to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network Neighborhood Outreach Program for \$5,000 and Oak Creek Salvation Army – Homelessness Program for \$3,000; to submit a project application for Senior Health-Related Educational Programming for \$5,000; and to submit a project application for a Franklin Home Repair Grant Program, that would be administered directly through Milwaukee County, for the remaining portion of the City’s annual allocation; and further, should the Eras Senior Network not apply for CDBG funding, that the Letter of Support for the Oak Creek Salvation Army – Homelessness Program be increased to \$5,500 and the project application for the Senior Health-Related Educational Program be increased to \$7,500.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 16, 2019
Reports & Recommendations	RESOLUTION TO AUTHORIZE THE REMAINDER OF A PROFESSIONAL SERVICES CONTRACT WITH GREELEY AND HANSEN FOR PHASE 2B OF THE DESIGN OF INDUSTRIAL PARK LIFT STATION ABANDONMENT AND SEWER EXTENSION FOR \$17,115	ITEM NO. <i>G. 8.</i>

BACKGROUND

Greeley and Hansen is providing design services for the abandonment of the Industrial Park Lift Station and sewer extension along S. 60th Street south of W. Ryan Road. At the December 18, 2018, Common Council meeting, Greeley and Hansen was authorized for design up to Phase 2A (\$4,425 + \$95,510) \$99,935. At the February 19, 2019, meeting, an additional \$5,400 was authorized to develop a facilities plan for WDNR that was outside of the original scope.

ANALYSIS

Design is progressing and Phase 2B is needed to bring the project to and through the bidding stage. This Phase 2B includes portions of Tasks 1, 4 and 6 of Phase 2 as illustrated below:

	<u>Phase 1</u> <u>(Done)</u>	<u>Phase 2A</u> <u>(2018/2019)</u>	<u>Task 7</u> <u>(2019)</u>	<u>Phase 2B</u> <u>(2019)</u>
<u>Phase 1</u>				
Task 1 Project Management (15%)	\$1,425			
Task 2 Evaluation	\$3,000			
<u>Phase 2</u>				
Task 1 Project Management (60%)		\$5,700		
Task 1 Project Management (25%)				\$2,375
Task 3 Preliminary Design		\$33,750		
Task 4 90% Design		\$50,560		
Task 4 Final Design				\$12,640
Task 5 GWA Coordination	\$0	\$0		\$0
Task 6 Bidding Services				\$2,100
*Task 7 Facility Plan for WDNR			\$5,400	
Other Direct Costs		\$500		
Geotechnical Subconsultant		\$5,000		
TOTALS:	\$4,425	\$95,510	\$5,400	\$17,115

**Task 7 not included in original scope*

With the additional \$5,400 approved in February, the total for engineering services through bidding will be \$4,425 + \$95,510 + \$5,400 + \$17,115 = **\$122,450**. Bidding will occur with the Waukesha Great Water Alliance project at the end of 2019 or early part of 2020 and plans for Franklin's project must be ready at that time, whenever it may be.

OPTIONS

- A. Authorize Greeley and Hansen to complete design work identified as Phase 2B. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

The Sanitary Sewer Fund 2019 Budget includes \$50,000 of appropriations for this project. The Common Council is reminded that the entire project is a multimillion dollar project that will require a double digit sanitary sewer fund rate increase when completed. The construction of this project will also require debt financing.

By timing this project with the Waukesha Great Water Alliance project, it is anticipated that significant reduced construction costs will be realized by the City of Franklin.

RECOMMENDATION

(Option A) Resolution 2019-_____ a resolution to authorize the remainder of a professional services contract with Greeley and Hansen for Phase 2B of the design of Industrial Park Lift Station Abandonment and Sewer Extension for \$17,115.

Engineering Department: GEM

CONTRACT EXHIBIT A – SCOPE OF SERVICES

BACKGROUND

The City of Franklin (City), located in Milwaukee County, WI, is part of the Milwaukee Metropolitan Sewerage District (MMSD) which provides interceptor sewers and treatment of the sanitary sewage generated by the approximately 36,000 plus City residents as well as local industries. The City Sanitary Sewer Division cleans, inspects, and locates City sewers, responds to sewer backup calls and other related problems, performs sewer rehab projects involving manholes, laterals and main sewer lines, and maintains five (5) sanitary lift stations and emergency equipment.

One of the lift stations that the City maintains is the 60th Street Industrial Park Lift Station, which is located on the east side of S. 60th Street, midblock, between W. Franklin Drive and W. Oakwood Drive. This lift station currently receives sanitary sewage from adjacent areas and pumps it to the Ryan Creek Interceptor. The interceptor tie in location is approximately 4,000 feet north of the lift station in the intersection of S. 60th Street and Ryan Road. The lift station is approximately 37 years old and is beyond its anticipated useful working life. The City plans to evaluate an option to abandon this lift station (in place) and replace it with a gravity sewer that conveys the sewage from adjacent areas to the Ryan Creek Interceptor. The alignment of the proposed gravity sewer is north along S. 60th Street.

The City of Waukesha, which is part of the Great Water Alliance (GWA), is planning to install a 30-inch force main that runs south along S. 60th Street, from Ryan Road to W. Oakwood Road. As the City and GWA projects share a similar alignment along S. 60th Street, the City is coordinating with the City of Waukesha and the GWA Program to consolidate construction activities in an effort to reduce overall construction cost and minimize the duration of public disturbance.

SCOPE OF SERVICES

This scope of work has been broken into two phases; Phase 1: Project Initiation and Cost Evaluation and Phase 2: Design and Bidding Services.

The purpose of Phase 1 is to initiate the project and hold a kickoff meeting to develop a clear understanding between the City and Greeley and Hansen as to the overall goals and objectives of this Project. As part of Phase 1, Greeley and Hansen will perform a cost evaluation to financially compare the option of installing a gravity sewer versus an alternative option to refurbish / upgrade the existing lift station.

The purpose of Phase 2 is to execute the design of a new gravity sewer to replace the 60th Street Industrial Park Lift Station and incorporate the design into the GWA Program for bidding and ultimate construction.

Greeley and Hansen understands that the City anticipates issuing a notice to proceed for Phase 1. Depending on the results of the cost evaluation and a recommendation by Greeley and Hansen, the City will decide to either (1) proceed with Phase 2 of this Scope of Services or (2) reevaluate the overall approach for the 60th Street Industrial Park Lift Station. If the decision is made to move forward with the gravity sewer, the City would issue a written authorization to Greeley and Hansen to continue with the Phase 2 tasks. The following list indicates the tasks to be completed in each project phase:

CITY OF FRANKLIN

Task 1 – Project Management:	Phase 1 – 15%, Phase 2 – 85%
Task 2 – Cost Evaluation:	Phase 1
Task 3 – Preliminary Design:	Phase 2
Task 4 – 90% and Final Design:	Phase 2
Task 5 – GWA Coordination:	Phase 2
Task 6 – Bidding Services:	Phase 2
ODC Costs:	Phase 2
Geotechnical Investigations:	Phase 2

Phase 2 work will not proceed without prior written authorization from the City.

TASK 1 – PROJECT MANAGEMENT

1.1 Kickoff Meeting

A kickoff meeting will be held following contract award and a receipt of a notice to proceed from the City. The meeting will be held at the City office at a date and time agreeable to the City and Greeley and Hansen. Greeley and Hansen will prepare a kickoff meeting agenda and provide an electronic version to the City two (2) business days prior to the scheduled kickoff meeting. Within two (2) business days after the kickoff meeting, Greeley and Hansen will provide a draft of the kickoff meeting summary notes for the City's review and comment. It is anticipated that the City will provide comments within three (3) business days of receiving the kickoff meeting summary notes. Once the City comments have been received, Greeley and Hansen will update and finalize the kickoff meeting summary notes and, within Three (3) business days, provide the City with finalized version of the kickoff meeting summary notes.

Deliverable:

1. Kickoff meeting agenda (delivered electronically in PDF format)
2. Draft kickoff meeting summary notes (delivered electronically in PDF format)
3. Finalized kickoff meeting summary notes (delivered electronically in PDF format)

1.2 Invoicing

Greeley and Hansen will prepare and submit monthly invoices. Included with the invoices will be a monthly progress report. The reports will provide a listing of each contract line item, a brief summary list of the work that has progressed, and an estimated percent complete. Invoicing will be done on a percent complete, Lump Sum Basis as indicated in the following Payment Schedule:

Payment Schedule	
Task	Schedule
PHASE 1	
Task 1 – Project Management (includes kickoff meeting)	Monthly up to 15% in 2018
Task 2 – Cost Evaluation	Monthly up to 100% in 2018
PHASE 2	
Task 1 – Project Management (continued)	Monthly up to 60% in 2018 & Monthly up to 25% in 2019
Task 3 – Preliminary Design	Monthly up to 100% in 2018
Task 4 – 90% and Final Design	Monthly up to 80% in 2018 & Monthly up to 20% in 2019
Task 5 – GWA Coordination	No Cost
Task 6 – Bidding Services	Monthly up to 100% in 2019
Other Direct Costs	Monthly up to 50% in 2018 & Monthly up to 50% in 2019
Geotechnical Subconsultant	Monthly up to 100% in 2018

Deliverable:

1. Monthly Invoice
2. Monthly Progress Report

1.3 Project Tracking

A project tracking and control system will be used by Greeley and Hansen to effectively plan, schedule, and control each work activity. The primary objective of the tracking/control system will be to review project performance to maintain consistency with the established scope of work.

1.4 QA/QC

Greeley and Hansen will institute and maintain quality control (QC) activities throughout the entire design phase of the project. The purpose of the QC activities will be to perform checks and reviews as necessary on the work in progress and at completion. These activities are done to verify that the design conforms to the requirements of the agreement, published codes, good design standards, and any regulatory agency requirements. The intent is to provide the necessary checks and balances between completing the work done and getting it done correctly. This activity will be founded upon Greeley and Hansen’s internal QC procedures and performed by senior engineers not involved in the day-to-day production of the design.

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TASK 2 – CONCEPTUAL COST EVALUATION

2.1 Options

Greeley and Hansen will evaluate the conceptual costs for two (2) alternatives to convey sanitary sewage from the 60th Street Industrial Park (and adjacent areas) to the Ryan Creek Interceptor.

Option 1: New Gravity Sewer

Option 2: Refurbish and Upgrade Existing Lift Station

The purpose of this conceptual cost evaluation is to determine the preferred option. Elements that will be included in the cost evaluation include capital cost, O&M costs, future lift station refurbish costs, and GWA Program cost savings.

2.2 Lift Station Upgrades

Greeley and Hansen understands that the current lift station is approximately 37 years old and is beyond its expected useful life. The goal of refurbishing / upgrading the lift station would be to gain an additional 20 years of operation before additional major renovations are required. Based on discussions with the City, some of the upgrades / improvements to the lift station that are anticipated include:

1. Providing additional hydraulic capacity
2. Replacing the existing pumps and adding a third pump for emergency back-up and wet weather events
3. Providing an emergency back-up generator
4. Improve the structural integrity of the existing structures
5. Replace the existing controls and telemetry
6. Replace the existing piping and valves (includes incorporating a tie-in for the anticipated third pump)
7. Upgrades to the existing elevator to bring the elevator up to current code

As technical drawings of the lift station are unavailable, the cost analysis will be developed using the Association for the Advancement of Cost Engineering (AACE), Class 5 estimate along with a 25% contingency factor. A Class 5 estimate is generally developed when there is a low level of project definition and where the end usage is for general concept and/or project screening.

2.3 Cost Evaluation and Review Meeting

Greeley and Hansen will provide the cost evaluation which will also include a summary, a description of the assumptions that were used in the cost evaluation, and Greeley and Hansen's recommendation. Following submission of the cost evaluation, Greeley and Hansen will schedule a meeting with the City to discuss the cost evaluation. The meeting will be held at the City office at a date and time agreeable to the City and Greeley and Hansen. Greeley and Hansen will prepare a meeting agenda and provide an electronic version to the City two (2) business days prior to the scheduled meeting. Within two (2) business days after the meeting, Greeley and Hansen will provide a draft of the meeting summary notes for the City's review and comment. It is anticipated that the City will provide comments within three (3) business days of receiving the meeting summary notes. Once the City comments have been received, Greeley and Hansen will update and finalize the meeting summary notes and, within three (3) business days, provide the City with finalized version of the meeting summary notes.

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Greeley and Hansen anticipates that a decision on which option to proceed with will be made during the meeting and that, if the decision to proceed with a new gravity sewer is selected, the City will provide Greeley and Hansen with a written authorization to proceed with the Phase 2 tasks within two (2) business days.

Deliverable:

1. Cost Evaluation and Recommendation (delivered electronically in PDF format)
2. Meeting agenda (delivered electronically in PDF format)
3. Draft meeting summary notes (delivered electronically in PDF format)
4. Finalized meeting summary notes (delivered electronically in PDF format)

TASK 3 – PRELIMINARY DESIGN (30% DESIGN)

3.1 Data Collection

Greeley and Hansen will perform the necessary investigations and evaluations required to develop the design of the proposed gravity sewer up to a 30% completion level. Greeley and Hansen will collect and review pertinent background information and data provided by the City for the existing lift station, wet well, and new Ryan Creek Interceptor.

The following Data Collection items are discussed in Task 5:

- Survey Data
- Geotechnical Investigations
- Environmental Assessment

3.2 Geotechnical Investigations

Greeley and Hansen will solicit the services of a geotechnical investigation firm in order to perform additional geotechnical investigations along the anticipated sewer alignment. Because the anticipated depth of the proposed gravity sewer will be deeper than the proposed GWA pipeline, Greeley and Hansen will provide two (2) geotechnical borings, each 40-foot in depth, along S. 60th Street between the lift station and the interceptor tie-in point. These two geotechnical borings will be done for the sole purpose of locating rock refusal which will provide information on the anticipated depth of bedrock along the pipeline alignment. Sampling and soil analysis will not be required from these borings because relative information is already available from the geotechnical borings taken as part of the GWA Program. No geotechnical report or boring logs for these two (2) additional borings will be required or provided.

Deliverable:

1. Depth of Auger Refusal

3.3 Preliminary Design

Greeley and Hansen will establish the standard design conventions and develop a preliminary design for a new gravity sewer. The major elements that will be included in the design are:

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- Hydraulic Profile
- Pipeline Route
- Horizontal and Vertical Alignments
- Interceptor Tie-in Detail

Deliverable:

1. 30% Design Drawings (Three (3) sets of half-size drawings (11x17) and electronic PDF format)

3.4 Opinion of Probable Construction Cost (OPCC)

Greeley and Hansen will prepare an OPCC in accordance with AACE - Class 4 for the key design milestone of 30% Design. The OPCC will be reflective of local pricing conditions and will utilize similar construction unit costs as was determined for the GWA Program.

Deliverable:

1. AACE - Level 4 OPCC (delivered electronically in PDF format)

3.5 Permits

Greeley and Hansen will identify the anticipated permits needed for the project as well as the anticipated entity that will have responsibility for procurement of the permits. The permits include:

- Erosion and Sediment Control
- WDNR Construction Permit

It is anticipated that the construction permits will be obtained through the GWA Program. Greeley and Hansen has not included the costs to submit for permits independently for the City Project or to pay for any required permits in this scope of work.

Deliverable:

1. List of anticipated permits (delivered electronically in PDF format)

3.6 Preliminary Design Review Meeting

Greeley and Hansen will schedule a preliminary design review meeting following the submission of the preliminary design documents. The purpose of the meeting will be to present the design at the 30% level to reach consensus on key design elements. We will also discuss the contracting strategy be used to clearly delineate the construction / cost elements related to the City Project from the construction / cost elements related to the GWA Program.

The preliminary design review meeting will be held at the City office at a date and time agreeable to the City and Greeley and Hansen. Greeley and Hansen will prepare a meeting agenda and provide an electronic version to the City two (2) business days prior to the scheduled meeting. Within two (2) business days after the meeting, Greeley and Hansen will provide a draft of the preliminary design meeting summary notes for the City's review and comment. It is anticipated that the City will provide comments within three (3) business days of receiving the meeting summary notes. Once the City comments have been

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received, Greeley and Hansen will update and finalize the preliminary design meeting summary notes and, within three (3) business days, provide the City with finalized version of the preliminary design meeting summary notes.

Deliverable:

1. Preliminary design review meeting agenda (delivered electronically in PDF format)
2. Draft preliminary design review meeting summary notes (delivered electronically in PDF format)
3. Finalized preliminary design review meeting summary notes (delivered electronically in PDF format)

TASK 4 – 90% AND FINAL DESIGN

4.1 90% Design

Based on the review comments from Task 3, Greeley and Hansen will prepare the 90% design documents, which will include the 90% design drawings, 90% technical specifications, and lift station abandonment plan for City review. The specifications will include only the specifications that pertain specifically to the City Project. As this project is to be bid as a part of the GWA Program, the Front End specifications will be provided by the GWA Program and are not included in this 90% design submittal. However, Front End specifications (or sections of specifications) that pertain specifically the City Project will be provided for review.

Deliverable:

1. 90% Design Drawings (Three (3) sets of half-size drawings (11x17) and electronic PDF format)
2. 90% Technical Specifications (One (1) hard copy in 3-ring binder and electronic PDF file)

4.2 Opinion of Probable Construction Cost (OPCC)

Greeley and Hansen will prepare an OPCC accordance with AACE - Class 1 for the key design milestone of 90% Design. The OPCC will be reflective of local pricing conditions and will utilize similar unit costs for construction elements as determined for the Great Water Alliance (GWA) Program.

Deliverable:

1. AACE - Level 1 OPCC (delivered electronically in PDF format)

4.3 90% Design Review Meeting

Greeley and Hansen will schedule a 90% design review meeting following the submission of the 90% design documents. The purpose of the meeting will be to review the design at the 90% level. We will also review the documentation and drawing approach developed for the contracting strategy established in Task 3. The contracting strategy approach will provide clear delineation between the construction / cost elements related to the City Project from the construction / cost elements related to the GWA Program.

The 90% design meeting will be held at the City office at a date and time agreeable to the City and Greeley and Hansen. Greeley and Hansen will prepare a meeting agenda and provide an electronic version to the City two (2) business days prior to the scheduled meeting. Within two (2) business days after the meeting, Greeley and Hansen will provide a draft of the meeting

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summary notes for the City's review and comment. It is anticipated that the City will provide comments within three (3) business days of receiving the meeting summary notes. Once the City comments have been received, Greeley and Hansen will update and finalize the meeting summary notes and, within three (3) business days, provide the City with finalized version of the meeting summary notes.

Deliverable:

1. 90% design review meeting agenda (delivered electronically in PDF format)
2. Draft 90% design review meeting summary notes (delivered electronically in PDF format)
3. Finalized 90% design review meeting summary notes (delivered electronically in PDF format)

4.4 Final Design

Following the 90% design review meeting, Greeley and Hansen will incorporate any final comments from the City into the design package. Once the comments from the City are incorporated into the design package, the design package will be incorporated into Contract Package 5 of the GWA Program. The GWA Program design documents will be issued to the necessary authorities having jurisdiction (AHJ) for their review and approval. Any design comments received from the AHJ will be addressed and incorporated into the drawings. Once the GWA Program design documents have been updated and approved for permitting, the GWA Program will proceed with bidding and eventual construction. Greeley and Hansen will provide the City with electronic versions of the Final Design Documents.

Deliverable:

1. Final Design Drawings (delivered electronically in PDF format)
2. Final Technical Specifications (delivered electronically in PDF format)

TASK 5 – GWA COORDINATION

The below listed elements are required for the design of a new gravity sewer. However, Greeley and Hansen has not included a cost for these items as part of this Scope of Services since the City is collaborating with the City of Waukesha to utilize these items which are currently included in the GWA Program.

5.1 Design Coordination

Greeley and Hansen is currently designing the Return Flow Pipeline for the GWA Program. This design is anticipated to occur over the next several months. Greeley and Hansen will incorporate and coordinate both pipeline designs including implementing any agreed upon terms between the City and the City of Waukesha into the necessary bid documents.

5.2 Construction Schedule

Greeley and Hansen is responsible for developing the overall GWA Program schedule. The construction of the City Project will be incorporated into the overall GWA Program Schedule.

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5.3 Topographic and Utility Survey

As part of the GWA Program, the survey along the 60th Street corridor has already been executed. This survey will be used for the design of this project.

5.4 Existing Geotechnical Investigations

As part of the GWA Program, a bedrock topography map was obtained from Southeastern Wisconsin Regional Planning Commission (SEWRPC) which indicated that shallow bedrock was not anticipated in the area. Geotechnical borings were taken along 60th Street to a depth of 20-feet, which did not indicate shallow bedrock. Coupling this geotechnical information with geotechnical information that the City already has from the Ryan Creek Interceptor Project and the additional geotechnical work identified in Task 3, Greeley and Hansen will have the necessary geotechnical information to facilitate design.

5.5 Environmental Assessment

As part of the GWA Program, an environmental assessment was completed along the Return Flow Pipeline Corridor. This assessment, which includes the S. 60th Street corridor south of Ryan Road, will be used for the design of this Project.

TASK 6 – BIDDING SERVICES

6.1 Bidding Services

In general, bidding services will be covered under the GWA Program. However, it is anticipated that there will be certain services required during bidding that are specific to the City's portion of the Project. These services include responding to requests for information (RFI) from bidders and preparing written addenda to the contract documents. Greeley and Hansen will provide the necessary bidding services to facilitate bidding.

Following the bidding process, Greeley and Hansen will prepare and provide conformed sets of the Contract Documents that reflect official changes made to the documents by addenda during the bidding period.

Deliverable:

1. Responses to RFIs specific to the City's portion of the Project (delivered electronically in PDF format)
2. Addenda Documentation specific to the City's portion of the Project (delivered electronically in PDF format)
3. Final Conformed set of Design Documents for the GWA Project – Contract Package 5 (3 sets of half-size drawings (11x17), 1 bound copy of the specifications, and electronic PDF format of the drawings and specifications)

CONTRACT EXHIBIT B – FEE AND SCHEDULE

FEE

Table 1 – Fee		
Task		Fee
PHASE 1		
Task 1 – Project Management (includes kickoff meeting)		\$9,500.00
Task 2 – Conceptual Cost Evaluation		\$3,000.00
PHASE 2 (Authorization from the City to be obtained prior to commencing with Phase 2 Work)		
Task 3 – Preliminary Design		\$33,750.00
Task 4 – 90% and Final Design		\$63,200.00
Task 5 – GWA Coordination		\$0.00
Task 6 – Bidding Services		\$2,100.00
	Total Labor Fee	\$111,550.00
	Other Direct Costs	\$1,000.00
	Geotechnical Subconsultant	\$5,000.00
	Survey Subconsultant	\$0.00
	Total Fee	\$117,550.00

SCHEDULE

The following schedule was developed assuming two notices to proceed.

Table 2 – Schedule	
Task	Weeks for Completion
Task 1 – Project Management	Duration of Project after First NTP
Task 2 – Conceptual Cost Analysis	1 Week after First NTP
Task 3 – Preliminary Design	5 Weeks after Second NTP
Task 4 – 90% and Final Design	17 Weeks after Second NTP (90% Design) 3 Weeks after January 1, 2019 (Final Design)
Task 5 – GWA Coordination	Duration of Project after Second NTP
Task 6 – Bidding Services	As required to coordinate with GWA bidding

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

A RESOLUTION TO AUTHORIZE THE REMAINDER OF A PROFESSIONAL SERVICES CONTRACT WITH GREELEY AND HANSEN FOR PHASE 2B OF THE DESIGN OF INDUSTRIAL PARK LIFT STATION ABANDONMENT AND SEWER EXTENSION FOR \$17,115

WHEREAS, the City of Franklin desires to abandon the Industrial Park Lift Station by constructing a gravity sewer to the Ryan Creek Interceptor northwards along S. 60th Street around the year 2021; and

WHEREAS, the City of Waukesha Water Utility desires to construct a water return line for the Great Lakes Water Alliance (GWA) project in the S. 60th Street corridor around the year 2021; and

WHEREAS, GWA will incorporate Franklin’s project into their project; and

WHEREAS, Greeley and Hansen has started a contract to design said gravity sewer; and

WHEREAS, Greeley and Hansen needs to complete various tasks so that the plans will be incorporated with the GWA plans to advertise for bids the construction;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to authorize phase 2B of a professional services contract for the industrial park lift station abandonment and sewer extension and furthermore that Greeley and Hansen be authorized for a not to exceed amount of \$17,115.

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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