

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/21/2019
Reports and Recommendations	Motion to allow the Director of Health and Human Services to continue the Memorandum of Understanding (MOU) by signing the Intergovernmental Agreement between the City of Greenfield and the City of Franklin Health Departments for a Dispensary of Tuberculosis Clinical Services	ITEM NUMBER <i>G.14.</i>

Wisconsin Statute 252, Communicable Diseases, allows local health departments to request certification to establish and maintain a public health dispensary for the diagnosis and treatment of persons suffering from or suspected of having tuberculosis. The definition of a dispensary is broader than the term may suggest. By definition, a Public Health Dispensary is a "program of a local health department or group of health departments to prevent and control tuberculosis disease and infection by the identification, medial evaluation, treatment and management of persons at risk for tuberculosis infection of disease." Being a public health dispensary also allows local health department reimbursement opportunities for eligible clients from the Wisconsin Department of Health Services.

Wisconsin Administrative Rules further allows 2 or more local health departments to be jointly certified as a single dispensary if the local health departments can provide or ensure provision of the medical and public health case management requirements as outlined for the diagnosis and treatment of tuberculosis.

The Franklin Health Department already provides many of the necessary case management and tuberculosis screening services. However, as a local public health agency, it does not have the medical nor laboratory capacity to be its own public health dispensary.

The City of Greenfield Health Department has offered to be the lead local health department with Franklin, Greendale, and Hales Corners to become a joint Public Health Dispensary. The primary benefit is access for eligible patients to necessary medical and laboratory. The Franklin Health Department would be compensated at Medicaid rates for some public health services rendered. At this time, both Greendale and Hales Corners have verbally committed to continue in the joint Public Health Dispensary as well.

The Board of Health reviewed and recommended approval to continue the MOU by the Common Council at its May 13, 2019 meeting. As the local health officer, I also recommend approval of this MOU with the City of Greenfield.

The incidence of active tuberculosis disease is low in Franklin and the State of Wisconsin. The last active case of active tuberculosis in a Franklin resident was in 2016, however Franklin Health Department public health nurses provide prophylaxis medication treatment and teaching for latent tuberculosis infections as well as provide tuberculosis skin tests to Franklin

Residents on a regular basis. Continuing in the Public Health Dispensary would be helpful to maintain the communicable disease service level provided by the Franklin Health Department.

COUNCIL ACTION REQUESTED

The Director of Health and Human Services requests a motion to continue the Memorandum of Understanding (MOU) by signing the Intergovernmental Agreement for the Dispensary of Tuberculosis Clinical Services between the City of Greenfield Health Department and the Franklin Health Department.

Memorandum of Understanding
for a Subcontracting Agreement of the Dispensary of Tuberculosis Clinical Services of
the Division of Public Health, Bureau of Communicable Diseases,

between the

Greenfield Health Department

and the

City of Franklin Health Department

I. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly identify the roles and responsibilities of each party as they relate to providing Dispensary of Tuberculosis Clinical Services. The purpose of the tuberculosis (TB) dispensary is to ensure that all persons in Franklin with suspected or confirmed tuberculosis infection or disease have access to and can receive appropriate evaluation, treatment, and monitoring, regardless of insurance availability.

Wisconsin's TB Dispensary Program uses state tax revenue funds to reimburse the Greenfield Health Department for medical management of TB cases, suspects, contacts, and latent TB infection (LTBI). The word "dispensary," as it is used here, is a legislative term referring to the mechanism by which Greenfield Health Departments are reimbursed for the management of TB patients. The traditional use of the word (*i.e.*, the pharmaceutical dispensing of medicines or medical supplies) does not apply.

The dispensary must be the LAST payor after all other potential sources have been billed. The payor order is:

- Private insurance
- Public insurance: Medicare, Medicaid (MA) and Tuberculosis-related Medicaid (known as TB only-MA)
- TB dispensary

II. Requirements of Subcontractors

All subcontractor LHDs are required to provide, or ensure provision of, the following per Wis. Admin. Code § DHS 145.12:

- Tuberculin skin testing; the use of an interferon gamma release assay (IGRA) test is also acceptable and encouraged for all patients aged 5 years and older. Clients can be sent to the Greenfield Health Department for this test.
- Medication for treatment of TB disease and infection
- DOT and DOPT
- TB contact investigation
- Face-to-face appointments with patient in their home or at LHD, specifically for DOT or DOPT
- Sputum specimen collection and/or induction (May be seen at the Greenfield Health Department TB Dispensary clinic provider.)

- Medical evaluation by physician or nurse (May be seen at the Greenfield Health Department TB Dispensary clinic provider.)
- Chest radiographs (May be seen at the Greenfield Health Department TB Dispensary clinic provider.)
- Collection of serologic specimens

III. Evaluation & Management of Potential TB Clients

The subcontracting local health department (LHD) is responsible for the case management of identified TB clients. The LHD should:

- Evaluate patients' health insurance status to determine if they have private insurance or qualify for MA or TB Only-MA.
- Assist a qualifying TB patient in applying for MA services. Local economic assistance agencies are most knowledgeable about qualification for and enrollment in state and federal healthcare programs. Neither the Greenfield Health Department nor the Wisconsin Tuberculosis Program is able to check eligibility or enroll patients for the subcontracted LHDs.
- Use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management.
- Submit reimbursement for medical services received by TB patients, using either WEDSS or the provided Excel spreadsheet as described in the "Reimbursement" section of this document. All TB dispensary billing will be conducted through the Greenfield Health Department.

IV. Role of the Wisconsin Tuberculosis Program

LHDs that become subcontracted dispensaries will coordinate services with local providers, educate the community on the prevention of tuberculosis, and consult with the Wisconsin Tuberculosis Program on all suspect and active cases of TB and, as warranted, on people with latent infection or who are contacts to an active case.

Wisconsin Tuberculosis Program staff will assure that the LHD has up-to-date resources available for staff to access, including policy, procedures, and clinical practices are consistent with:

- State and federal regulatory requirements
- CDC standards and protocols for treatment
- Official statements from the American Thoracic Society and the American Academy of Pediatrics
- Directives from the State of Wisconsin epidemiologist
- Wisconsin Tuberculosis Program guidelines, Division of Public Health directives and current established clinical standards of practice, especially those identified by Wis. Admin Code § DHS 154.12

Services not listed on *Attachment C* are considered non-routine and must be pre-authorized. A fillable form to request pre-authorization will be provided along with the Excel spreadsheets

All provisions will be reviewed and the delivery of TB services will be monitored by Wisconsin Tuberculosis Program staff.

V. Invoicing Methods

- **WEDSS.**

- If using WEDSS, an invoice and accompanying spreadsheets with patient names may be submitted electronically through a DHS secure Adobe Connect site.
- An electronic copy of the invoice is necessary to verify charges in WEDSS.
- Instructions and password for submitting invoices will be provided after a contract is established.
- For assistance in setting up WEDSS for TB billing, email DHSWEDSS@wisconsin.gov.

- **Excel Spreadsheets.**

- An invoice and Excel spreadsheet *without patient names*, using the WEDSS Incident number as the patient's unique identifier, should be emailed to the TB program at DHSWITBProgram@dhs.wisconsin.gov.
- The following information is needed to complete the spreadsheet:
 - Patient WEDSS ID
 - Date of birth
 - Patient type (case, LTBI, contact or suspect)
 - Service description
 - Service code
 - Any pre-authorized services with code and charge
 - Documentation of pre-authorized non-routine services
- The Excel template will be provided after a contract is established, and is available in two formats:
 - **Dispensary invoice by service description** allows the user to choose from a dropdown list of service descriptions. After a choice is made, the service code and service rate will automatically populate the form.
 - **Dispensary invoice by service code** allows the user to choose from a dropdown list of service codes. Choosing a service code will cause the service description and service rate to automatically populate the form. Pre-authorized exceptions are handled the same way.

VI. Fiscal Impact

The Greenfield Health Department is an approved TB Dispensary. As such the department receives state tax revenue funds to reimburse the Greenfield Health Department for medical management of TB cases, suspects, contacts, and latent TB infection (LTBI). The department is permitted by the Wisconsin Tuberculosis Program to subcontract to other LHDs to expand the reach of the dispensary program throughout the state.

The TB Dispensary is a shared service, led by the Greenfield Health Department, with no direct fiscal impact. Subcontractors can bill for dispensary services through the Greenfield Health Department. Upon receipt of monies, the Greenfield Health Department will forward funds to the respective LHD.

City of Franklin

City of Greenfield

(Signature)

(Signature)

Name: Courtney Day

Name:

Title: Director of Health & Human
Services/Health Officer

Title:

Date:

Date:

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE May 21, 2019
Reports & Recommendations	A RESOLUTION FOR ACCEPTANCE OF A STORM DRAINAGE EASEMENT AND A SANITARY SEWER EASEMENT FOR ASPEN WOODS SUBDIVISION (VH ASPEN WOODS, LLC.) 51ST STREET AND PUETZ ROAD TAX KEY NUMBER 853-0095-010	ITEM NO. <i>G.15.</i>

BACKGROUND

As part of the development of the Aspen Woods Subdivision, easements for Storm Drainage and Sanitary Sewer are needed to allow the City access and maintenance rights to the utility. This easement provides for the rights of grantor and grantee.

ANALYSIS

The attached easements include the Storm Drainage and the Sanitary Sewer and all applicable appurtenances.

OPTIONS

- A. Accept easements. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

None

COUNCIL ACTION REQUESTED

(Option A) Motion to adopt Resolution No. 2019 - _____, a resolution for acceptance of a Storm Drainage Easement and a Sanitary Sewer Easement for Aspen Woods Subdivision (VH Aspen Woods, LLC), 51st Street and Puetz Road, Tax Key Number 853-0095-010.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

A RESOLUTION FOR ACCEPTANCE OF A
STORM DRAINAGE EASEMENT AND A SANITARY SEWER EASEMENT
FOR ASPEN WOODS SUBDIVISION,
(VH ASPEN WOODS, LLC)
51ST STREET AND PUETZ ROAD
TAX KEY NUMBER 853-0095-010

WHEREAS, easements are required to construct, maintain and operate a Storm Drainage Easement and a Sanitary Sewer Easement in the Aspen Woods Subdivision; and

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

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

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STORM DRAINAGE EASEMENT

Aspen Woods Subdivision
At approximately South 51st St. and West Puetz Road
Tax Key No. 853-9995-010 (prior to land division)

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and VH Aspen Woods, LLC, a Limited Liability Company, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm drainage system consisting of an open swale (ditch) and/or storm sewer and associated manholes and catch basins, all as shown on the plan attached hereto as Exhibits "D-1 through S-1"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 23, Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibits D-2 through S-2 attached hereto (the "Easement Area").

1. That said Facilities not including any open swale/ditch shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping, including any open swale/ditch, within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the property as may be disturbed will, at

the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure, fence, plantings, or other improvements may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing, and landscaping may be constructed or placed within the Easement Area as approved by the City Engineer.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. No charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.05 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.

9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. That the Grantor shall submit as-built drawings of the installed facilities for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

ON THIS DATE OF: April 25, 2019

VH Aspen Woods, LLC

By: [Signature]

David P. Simon, Authorized Officer & Signatory

STATE OF WISCONSIN

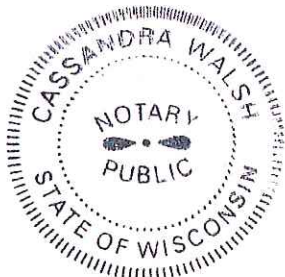
SS

COUNTY OF DANE

Before me personally appeared on the 25 day of April, 2019, the above named David P. Simon, Authorized Officer and Signatory of VH Aspen Woods, LLC, to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation.

NOTARY PUBLIC [Signature]

My commission expires 01/15/2023



CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF _____

SS

COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority and pursuant to Resolution File No. _____ adopted by its Common Council on _____, 20____.

Notary Public
My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, Associated Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on July 27, 2019 as Document No. 10797952 hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

Associated Bank
a Wisconsin Banking Corporation

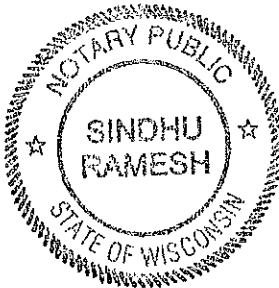
By: Bryan Schreiter

Name: Bryan Schreiter

Title: VP - Commercial Real Estate

STATE OF WISCONSIN)
DANE ss
COUNTY OF MILWAUKEE)

On this, the THURSDAY day of APRIL 25th, 2019, before me, the undersigned, personally appeared BRYAN SCHREITER, the VICE PRESIDENT of ASSOCIATED BANK, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.



Name: SINDHU RAMESH

Notary Public [Signature]

State of WI

County of DANE

My commission expires: 07/06/20

This instrument was drafted by the City of Franklin.

Approved as to contents

Date: _____

Manager of Franklin Municipal Water Utility

Approved as to form only

Date: _____

City Attorney

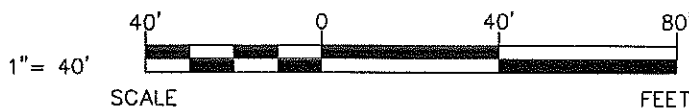
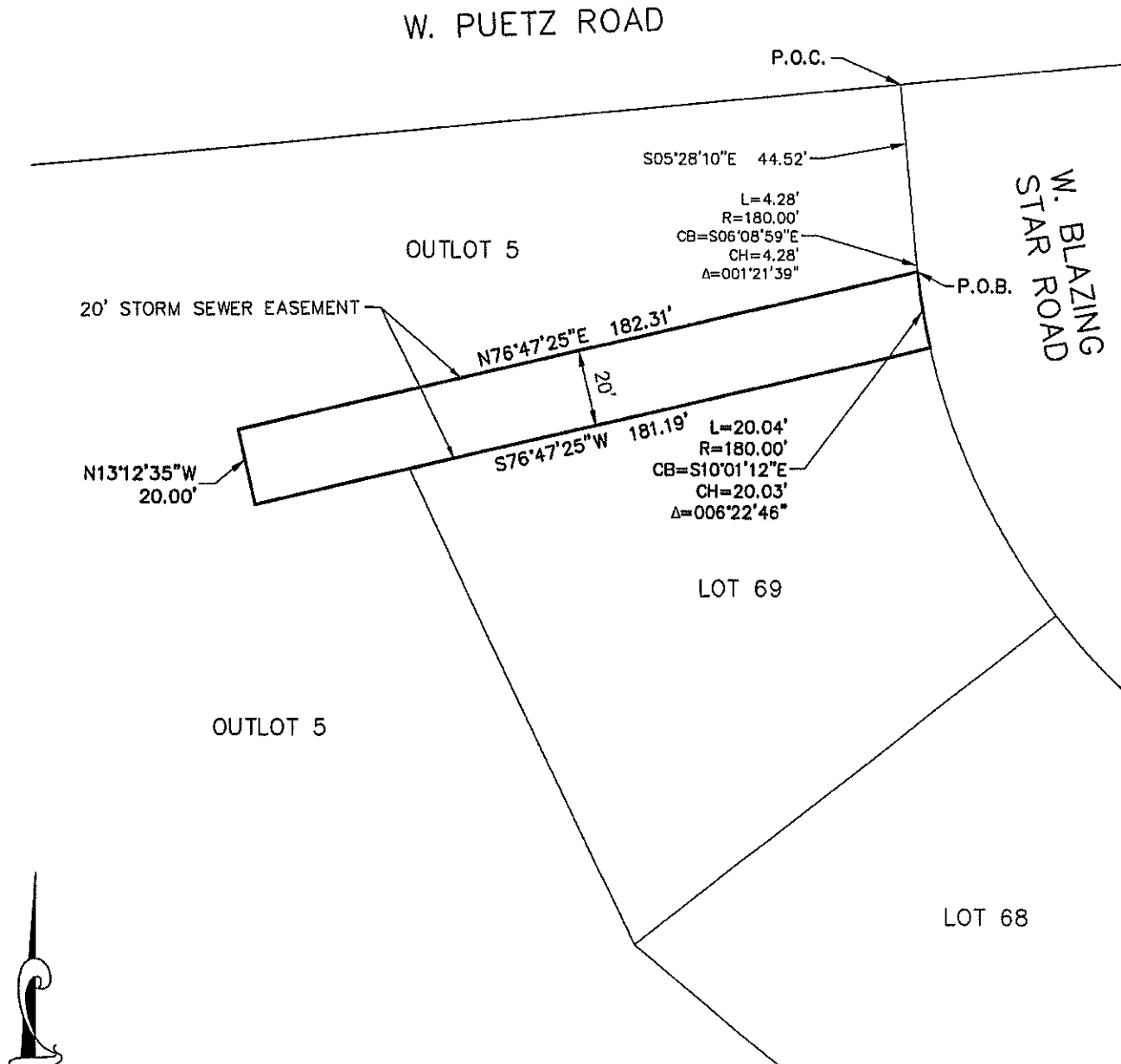
Exhibit A

(Description of the Property)


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 $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Exhibit B
(Depiction of the Facilities)

STORM SEWER EASEMENT D
ASPEN WOODS
EXHIBIT D-2



M-8

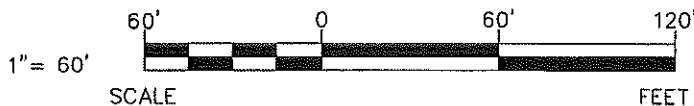
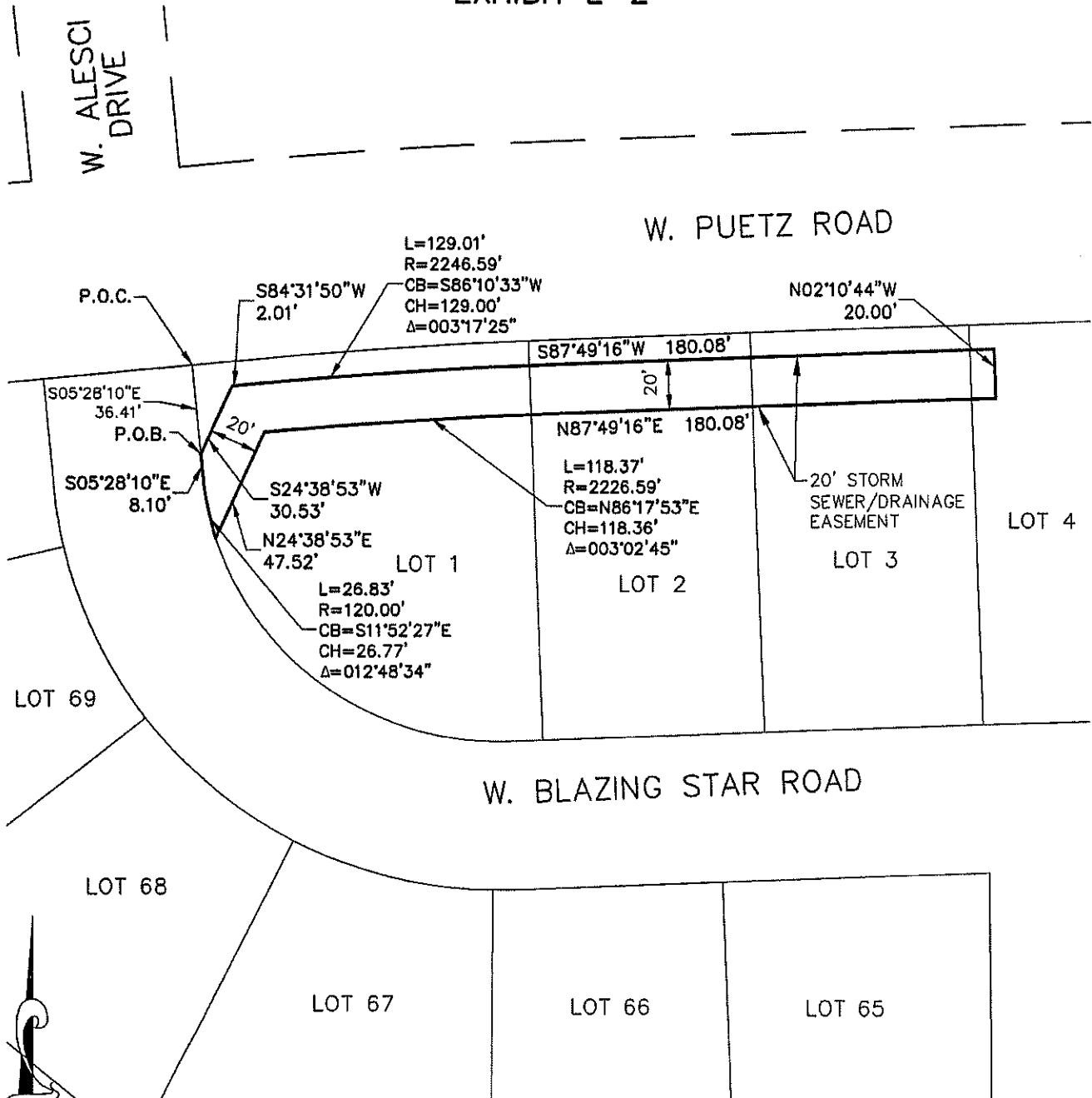


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ENGINEERING Inc.
SURVEYING GROUP
PROJECT NO. 1744700

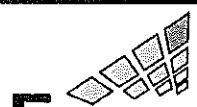
Always a Better Plan

100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

STORM SEWER/DRAINAGE EASEMENT E ASPEN WOODS EXHIBIT E-2



M-9



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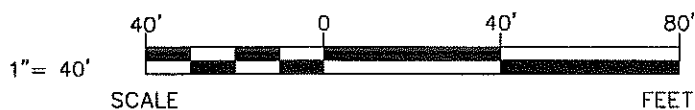
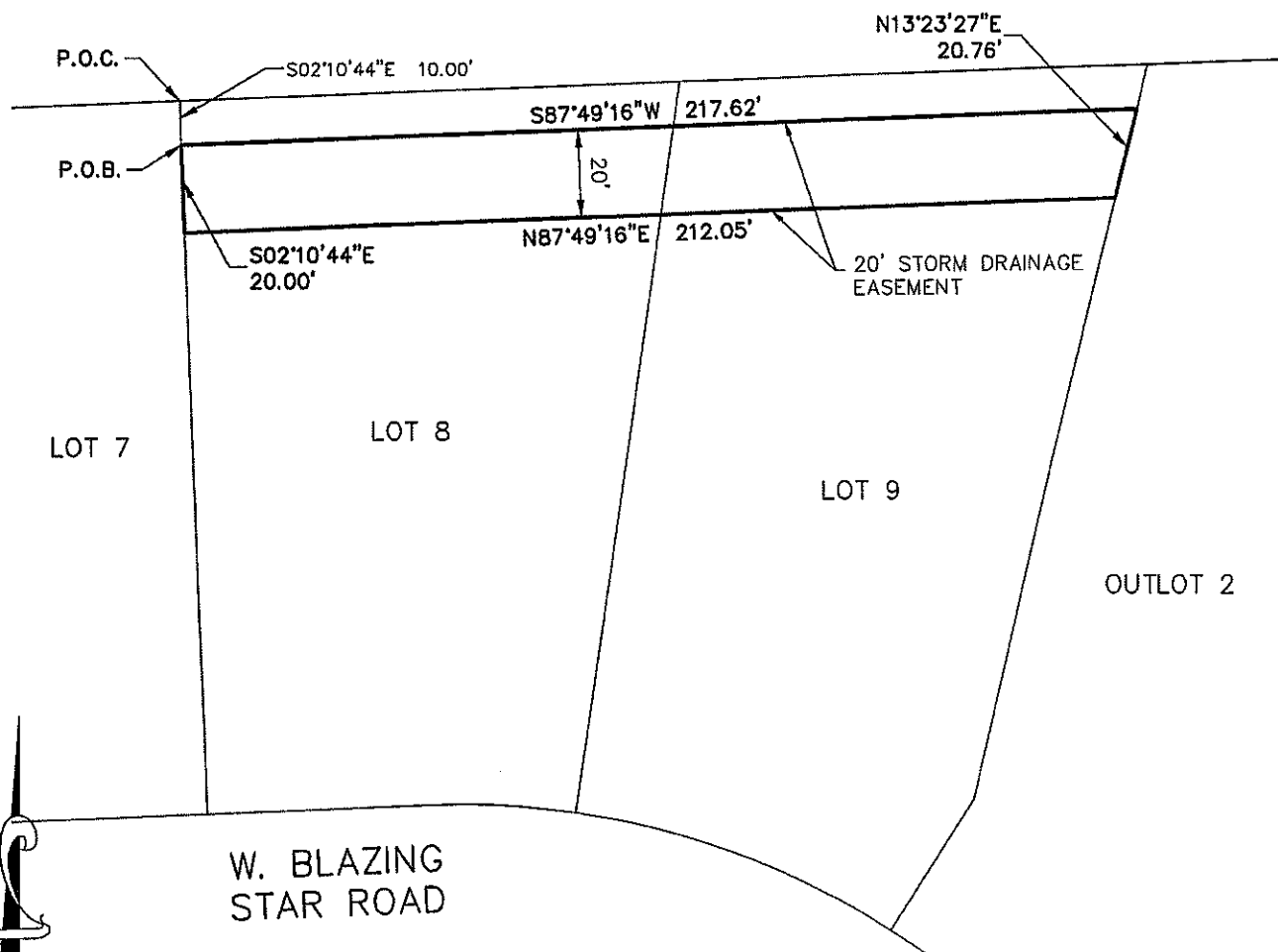
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STORM DRAINAGE EASEMENT F
ASPEN WOODS
EXHIBIT F-2

W. ALESCI
DRIVE

W. PUETZ ROAD



M-10

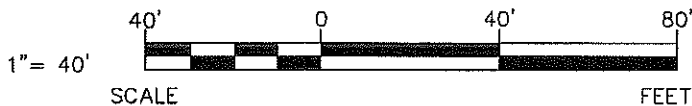
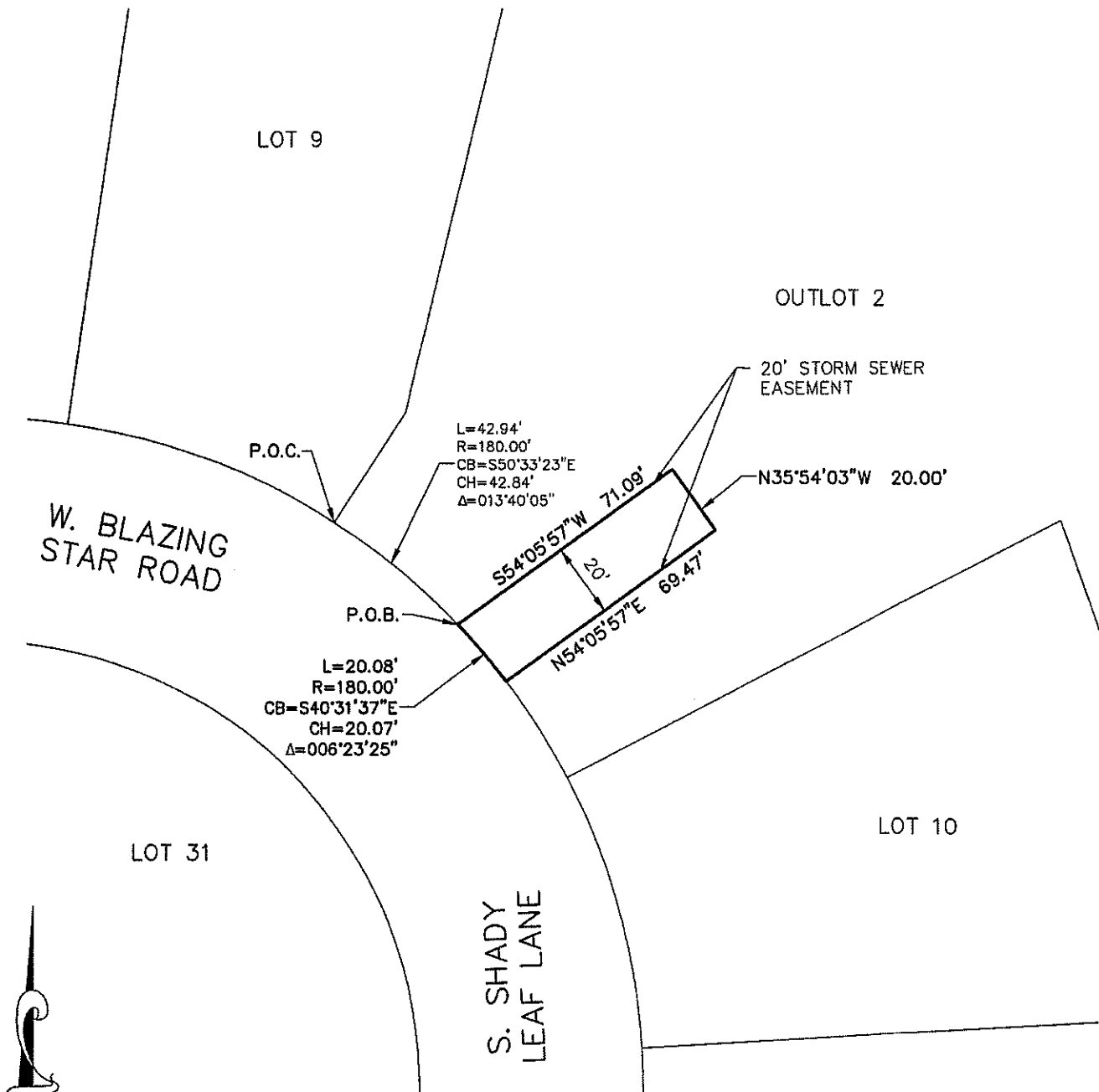


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STORM SEWER EASEMENT G ASPEN WOODS EXHIBIT G-2



M-11



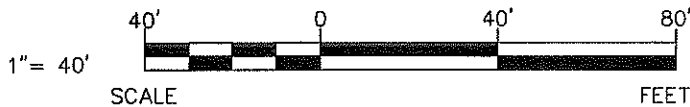
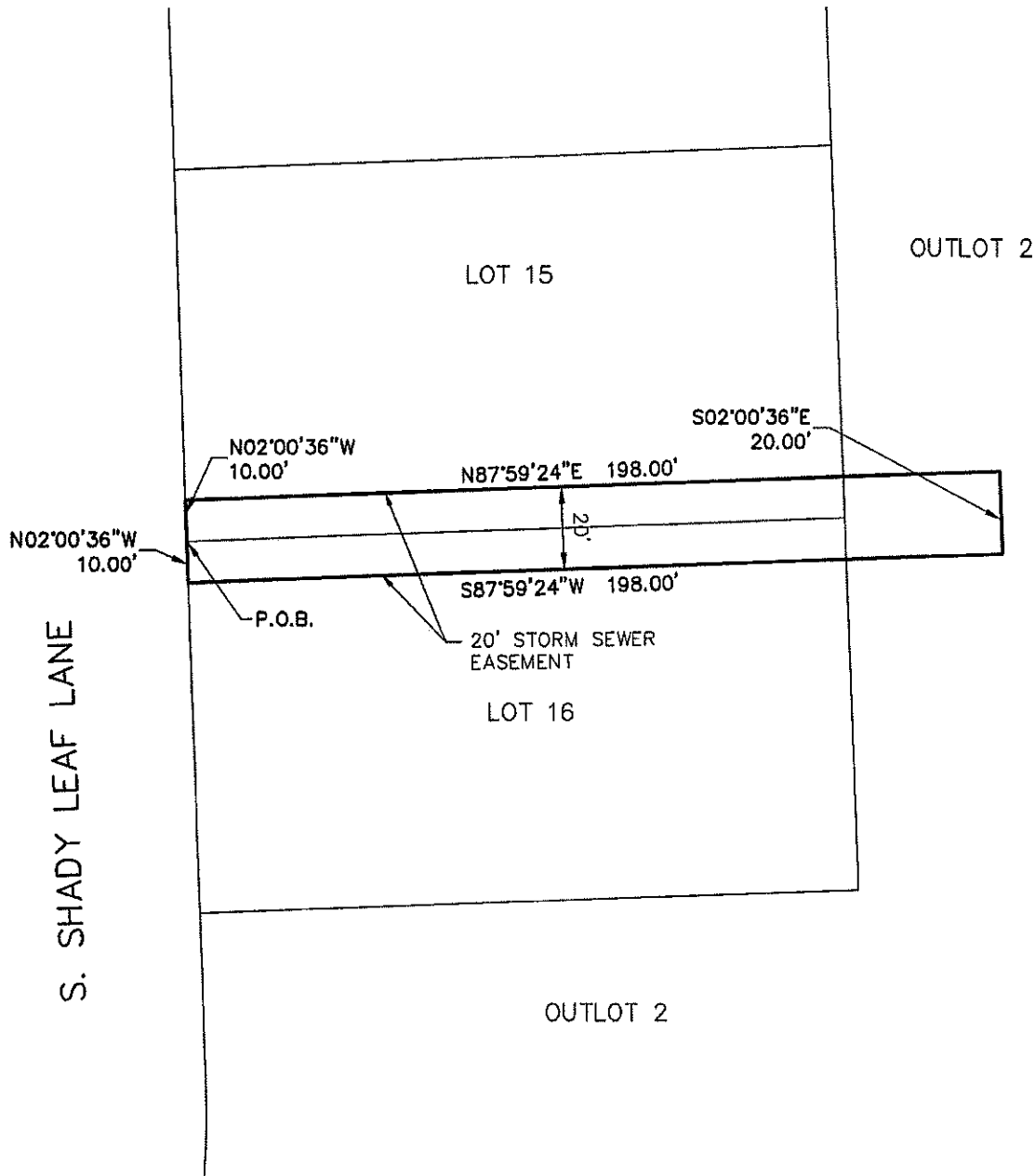
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PROJECT NO. 1744700

STORM SEWER EASEMENT H ASPEN WOODS EXHIBIT H-2



M-12



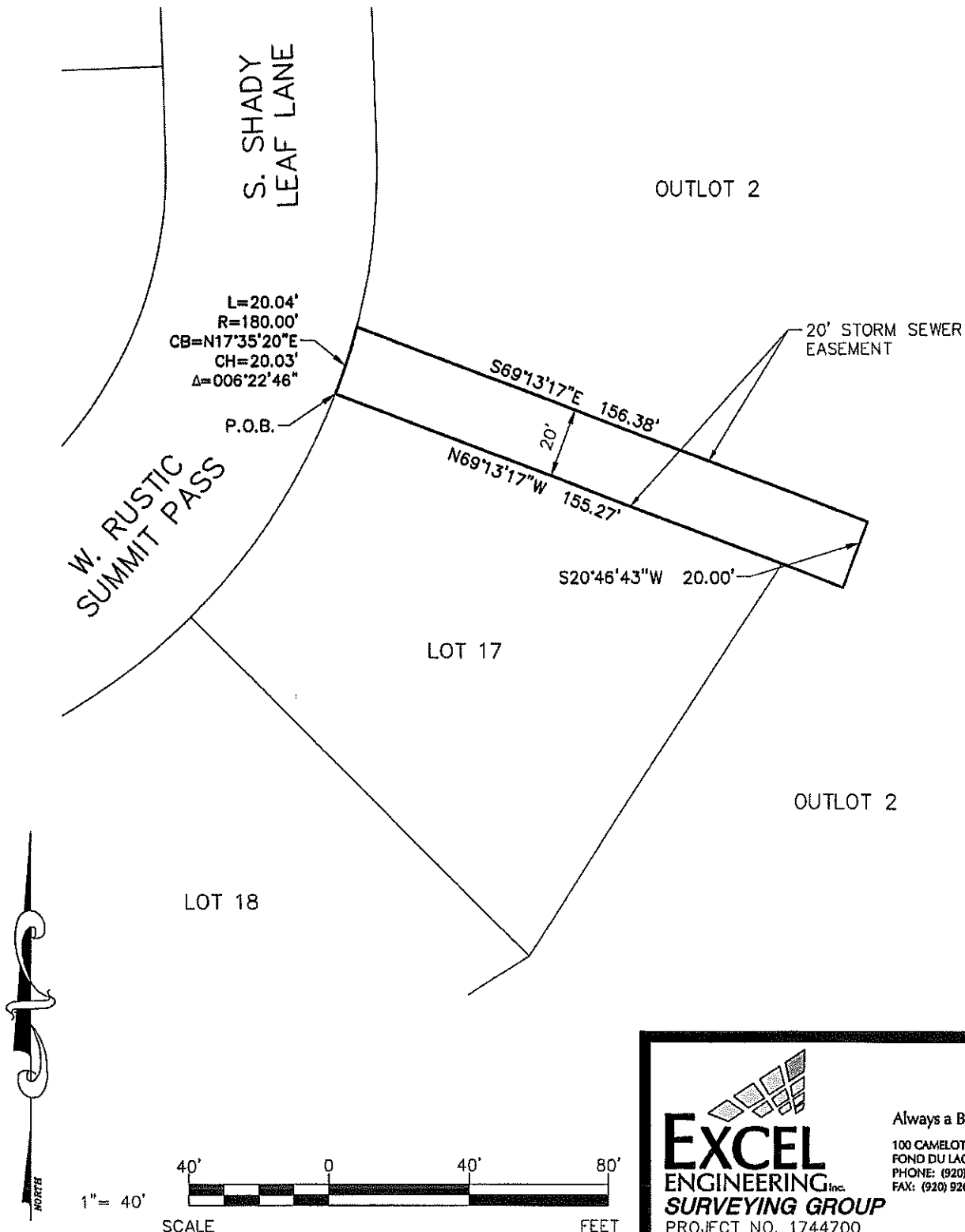
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STORM SEWER EASEMENT I ASPEN WOODS EXHIBIT I-2



M-13



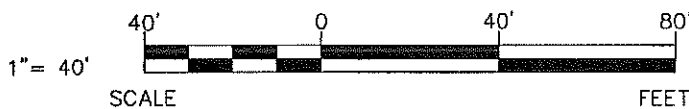
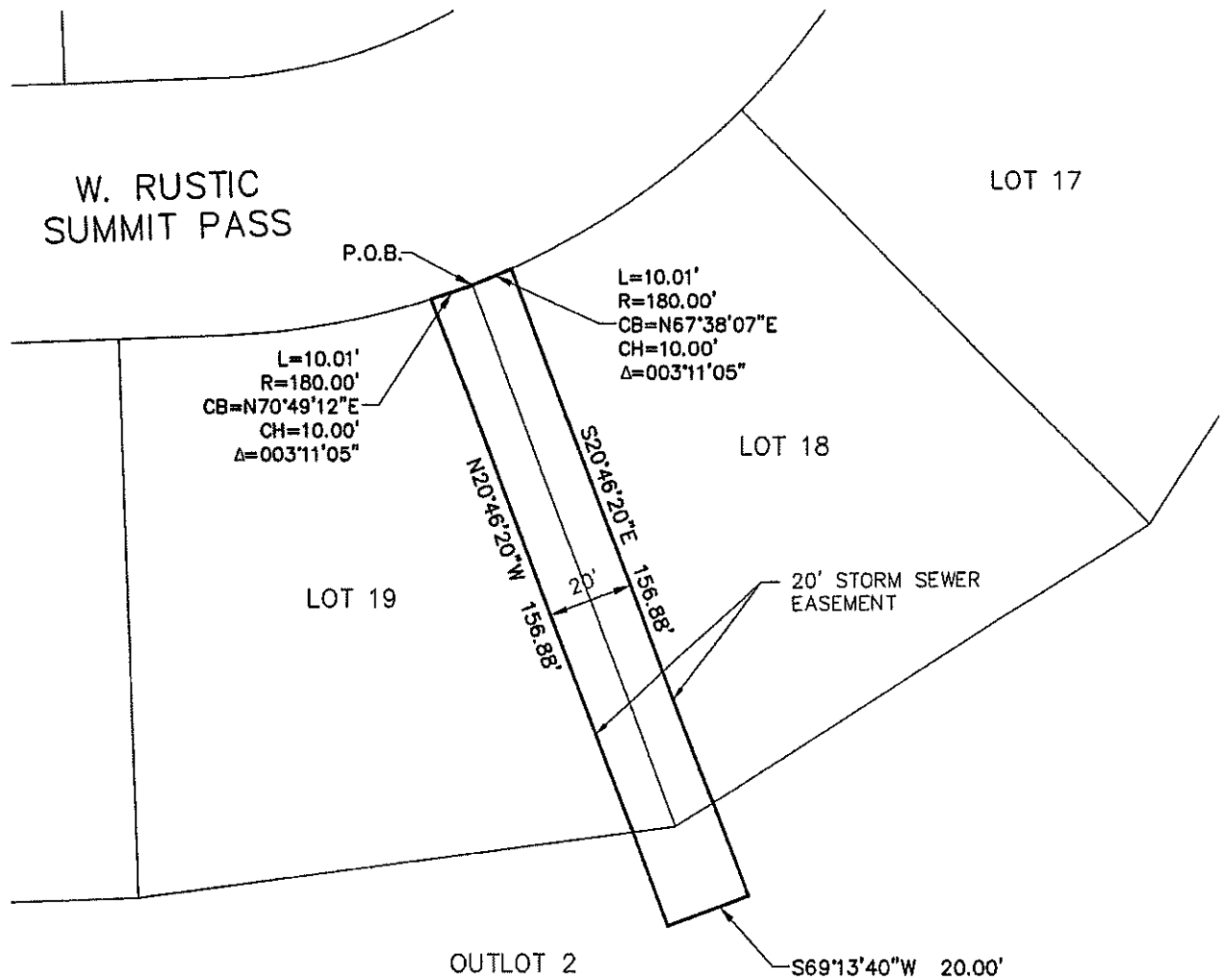
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STORM SEWER EASEMENT J ASPEN WOODS EXHIBIT J-2



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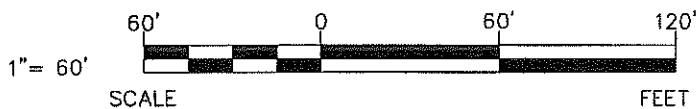
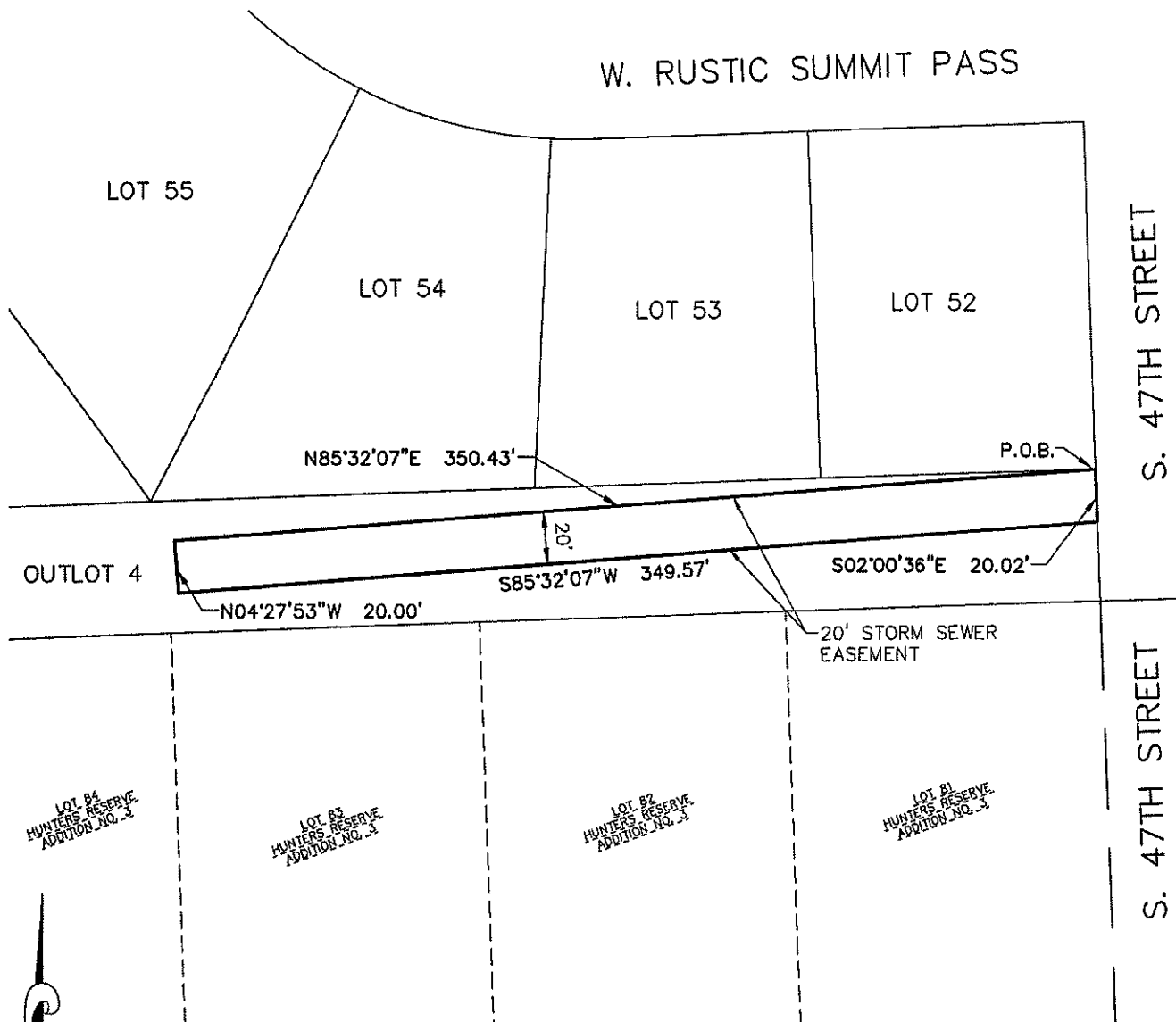
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PROJECT NO. 1744700

STORM SEWER EASEMENT K
ASPEN WOODS
EXHIBIT K-2



M-15



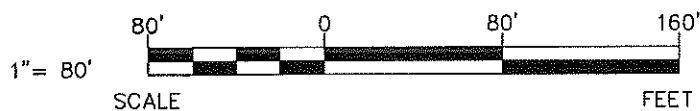
EXCEL
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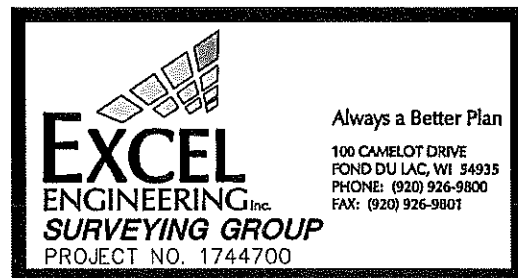
100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

This survey map shows a portion of S. Buckhorn Grove Way. The map includes the following details:

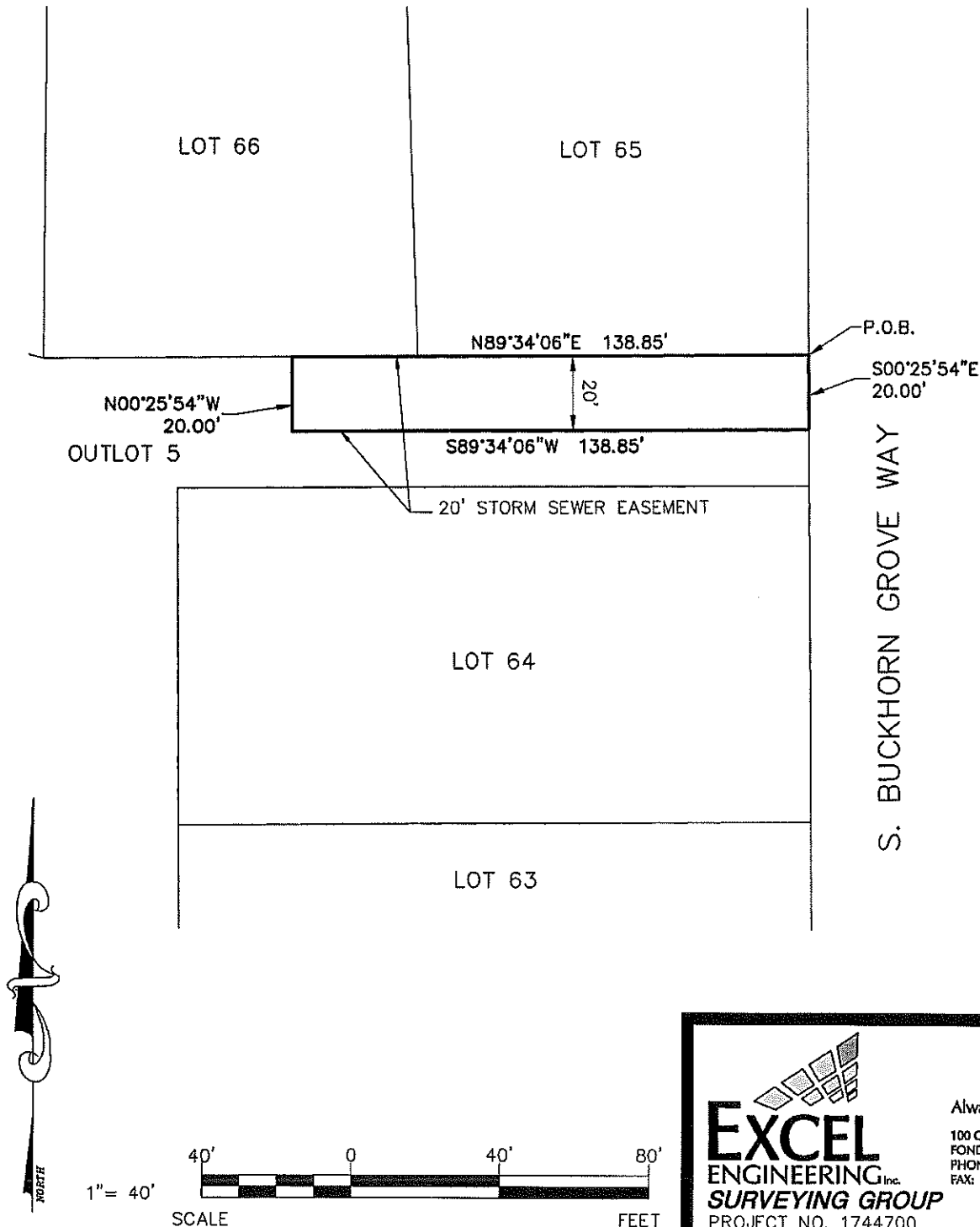
- LOT 58** and **LOT 59** are located at the bottom of the map.
- LOT 60** is located above LOT 59, with a width of **20'**.
- LOT 61** is located above LOT 60, with a width of **20'**.
- LOT 62** is located above LOT 61, with a width of **20'**.
- LOT 63** is located above LOT 62, with a width of **20'**.
- LOT 64** is located above LOT 63, with a width of **20'**.
- OUTLOT 5** is located to the left of LOT 64.
- 20' STORM SEWER/DRAINAGE EASEMENT** is located between LOT 58 and LOT 60.
- P.O.B.** (Point of Beginning) is located at the intersection of LOT 58 and LOT 60.
- BEARINGS AND DISTANCES:**
 - S89°34'06"W 20.00'** (top boundary)
 - S00°25'54"E 450.00'** (left boundary)
 - N00°25'54"W 450.00'** (right boundary)
 - N89°34'06"E 20.00'** (bottom boundary)
- LOT 2** and **LOT 3** are located to the left of LOT 58 and LOT 60, with a width of **20'**.



M-116

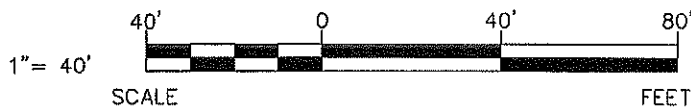
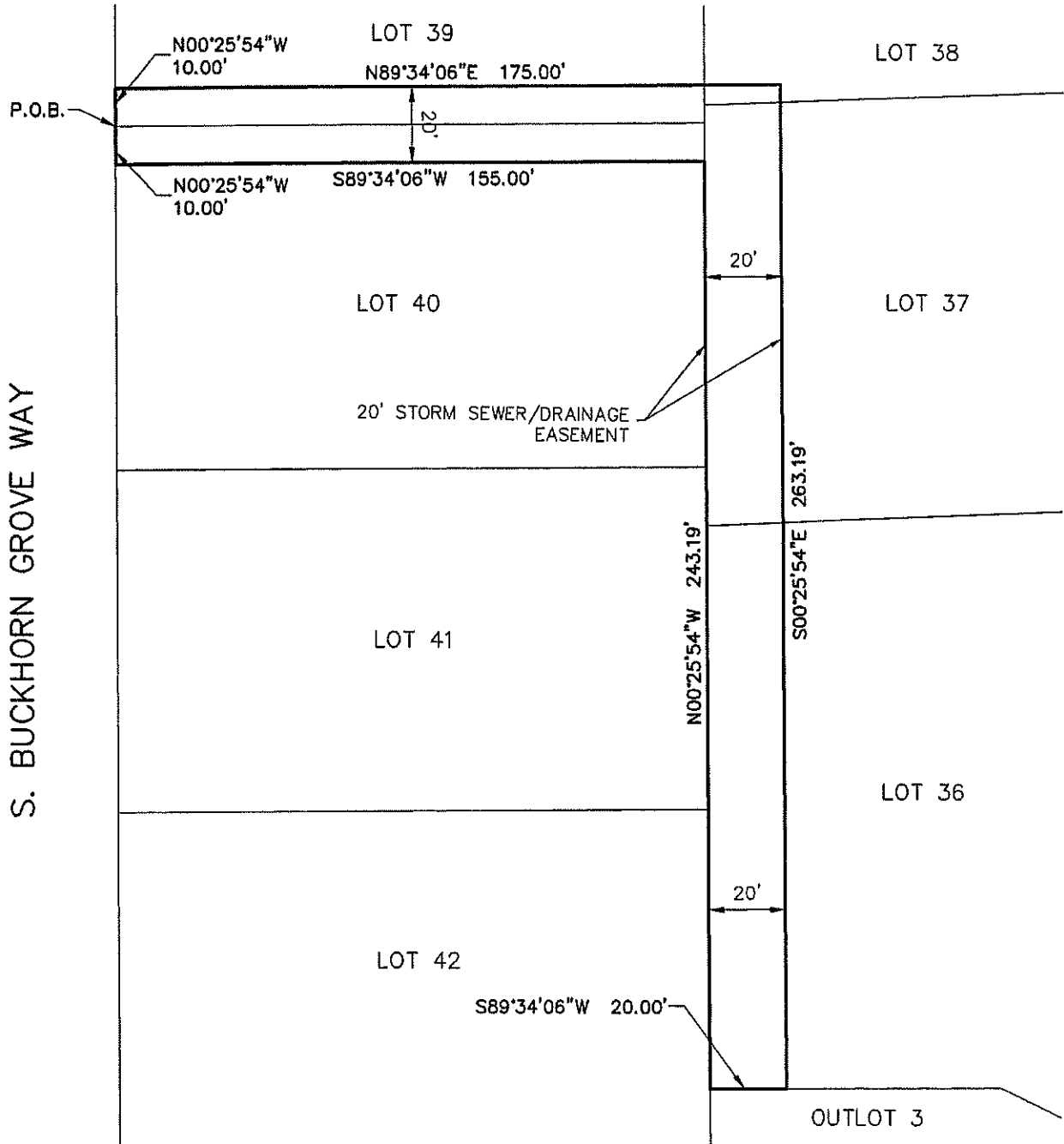


STORM SEWER EASEMENT M
ASPEN WOODS
EXHIBIT M-2

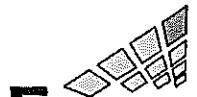


M-17

STORM SEWER/DRAINAGE EASEMENT N ASPEN WOODS EXHIBIT N-2



M-18

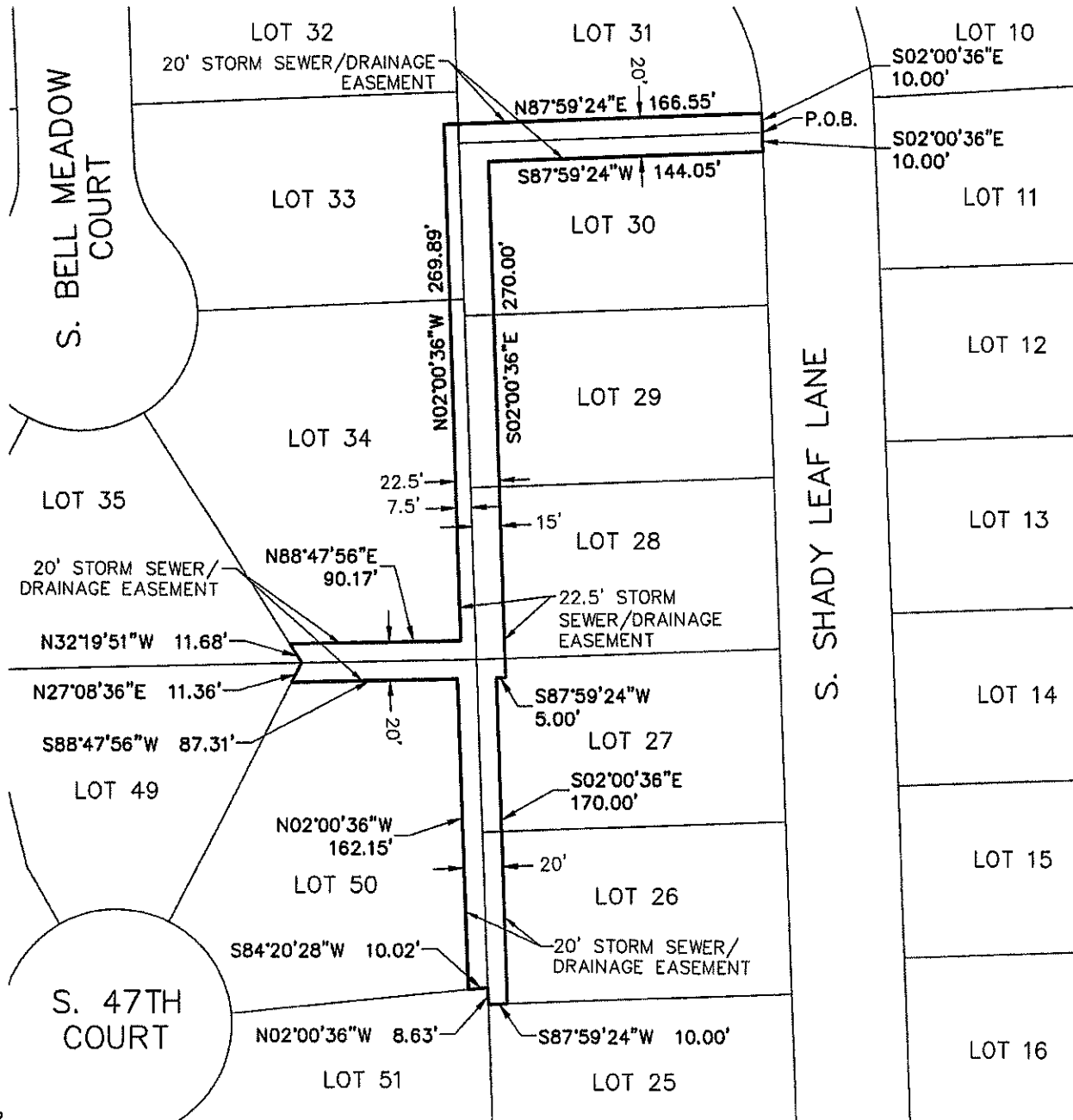


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STORM SEWER/DRAINAGE EASEMENT O ASPEN WOODS EXHIBIT O-2



M-19

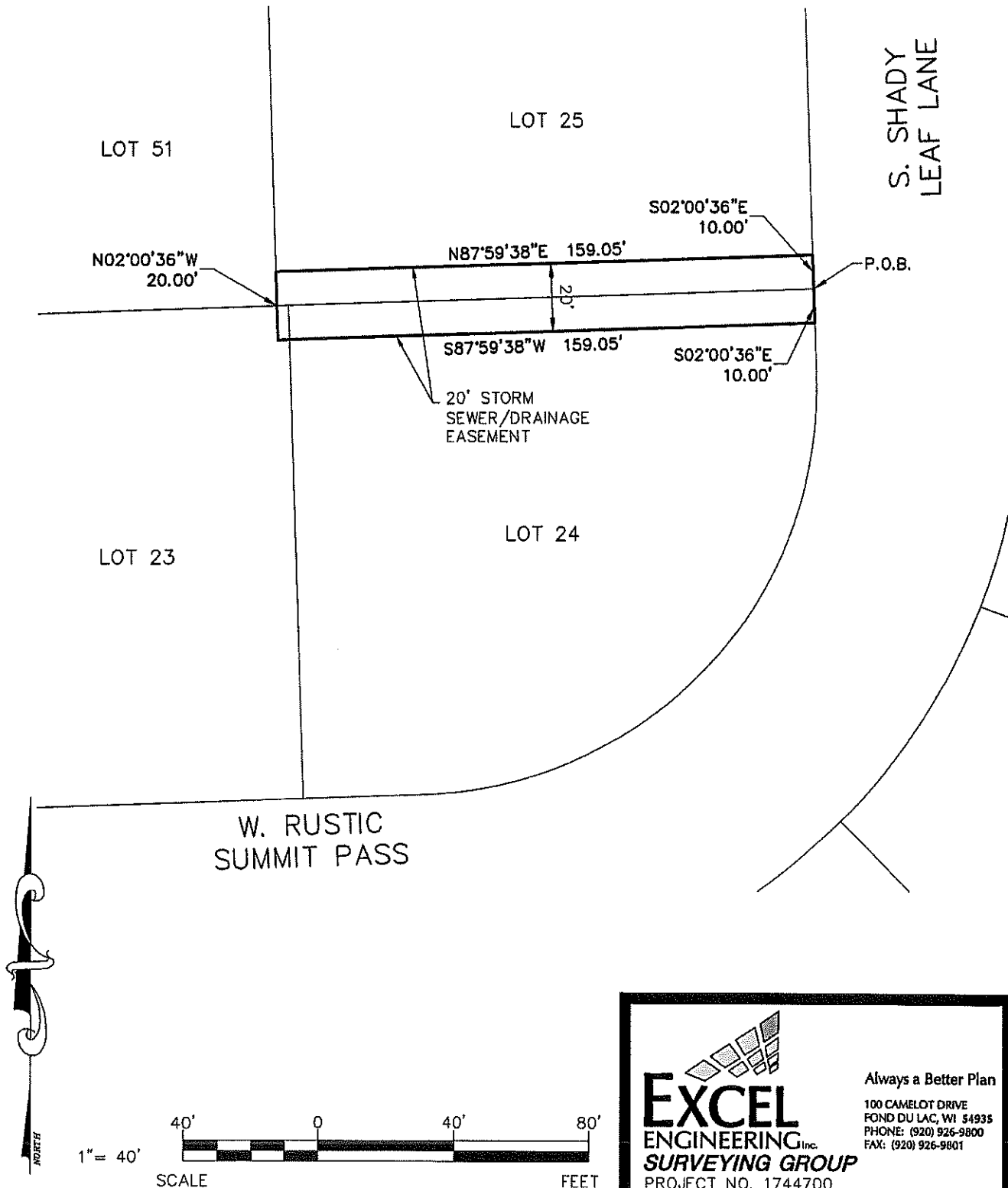


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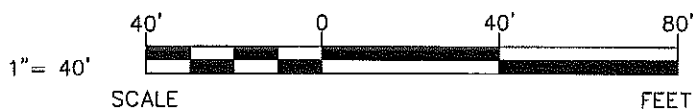
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STORM SEWER/DRAINAGE EASEMENT P
ASPEN WOODS
EXHIBIT P-2



M-20



M-21


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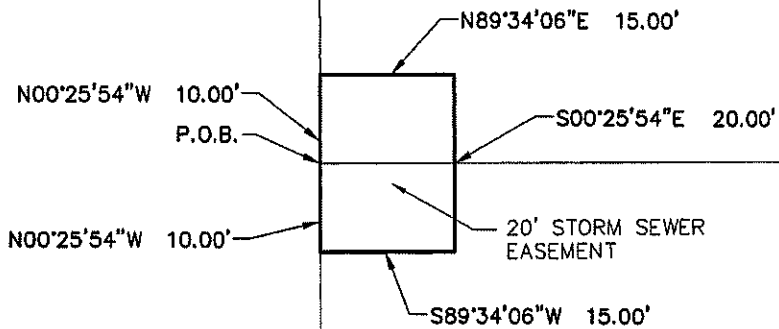
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PHONE: (920) 926-9800
FAX: (920) 926-9801

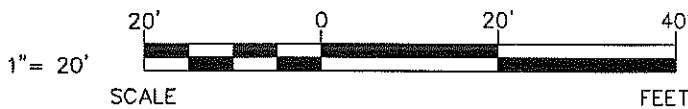
STORM SEWER EASEMENT R
ASPEN WOODS
EXHIBIT R-2

S. BUCKHORN GROVE WAY


LOT 41



LOT 42



M-22



EXCEL
ENGINEERING_{Inc.}
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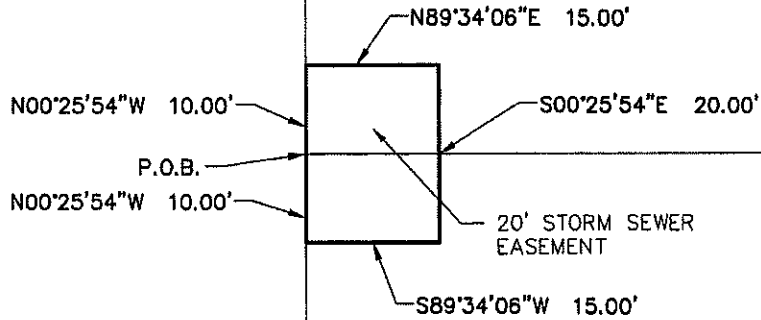
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FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

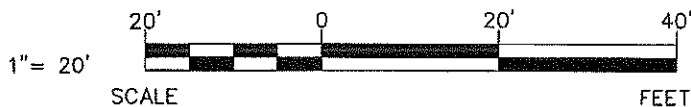
STORM SEWER EASEMENT S
ASPEN WOODS
EXHIBIT S-2

S. BUCKHORN GROVE WAY

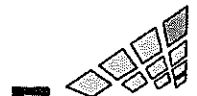
LOT 40



LOT 41



M-23



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SURVEYING GROUP
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FAX: (920) 926-9801

Exhibit C

(Description of Easement Area)

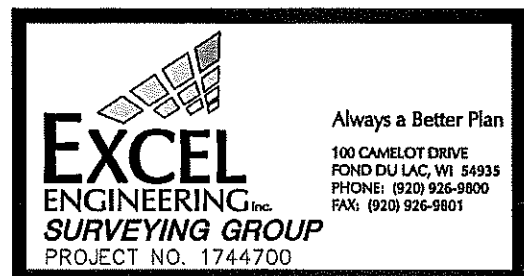
M-24

**STORM SEWER EASEMENT D
ASPEN WOODS
EXHIBIT D-1**

LEGAL DESCRIPTION OF STORM SEWER EASEMENT D:

A 20' wide Storm Sewer Easement being a part of Outlot 5 of Aspen Woods Subdivision, located in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Northeast corner of said Outlot 5; thence South 05°-28'-10" East along an East line of said Outlot 5, a distance of 44.52 feet to an East corner of said Outlot 5; thence Southeasterly 4.28 feet along an East line of said Outlot 5 on a curve to the left having a radius of 180.00 feet, the chord of said curve bears South 06°-08'-59" East, a chord distance of 4.28 feet to the point of beginning; thence Southeasterly 20.04 feet along said East line on a curve to the left having a radius of 180.00 feet, the chord of said curve bears South 10°-01'-12" East, a chord distance of 20.03 feet to the Northeast corner of Lot 69 of said Aspen Woods Subdivision; thence South 76°-47'-25" West along the North line of said Lot 69 and it's Westerly extension, a distance of 181.19 feet; thence North 13°-12'-35" West, a distance of 20.00 feet; thence North 76°-47'-25" East, a distance of 182.31 feet to the point of beginning.



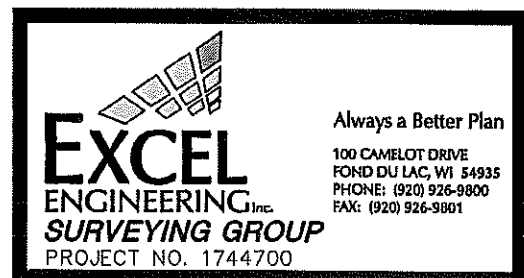
M-25

**STORM SEWER/DRAINAGE EASEMENT E
ASPEN WOODS
EXHIBIT E-1**

LEGAL DESCRIPTION OF STORM SEWER/DRAINAGE EASEMENT E:

A 20' wide Storm Sewer/Drainage Easement being a part of Lots 1, 2, 3 and 4 of Aspen Woods Subdivision, located in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of said Lot 1; thence South 05°-28'-10" East along the West line of said Lot 1, a distance of 36.41 feet to the point of beginning; thence continuing South 05°-28'-10" East along said West line a distance of 8.10 feet to a West corner of said Lot 1; thence Southeasterly 26.83 feet along a Southwesterly line of said Lot 1 on a curve to the left having a radius of 120.00 feet, the chord of said curve bears South 11°-52'-27" East, a chord distance of 26.77 feet; thence North 24°-38'-53" East, a distance of 47.52 feet; thence Northeasterly 118.37 feet on a curve to the right having a radius of 2,226.59 feet, the chord of said curve bears North 86°-17'-53" East, a chord distance of 118.36 feet; thence North 87°-49'-16" East, a distance of 180.08 feet; thence North 02°-10'-44" West, a distance of 20.00 feet; thence South 87°-49'-16" West, a distance of 180.08 feet; thence Southwesterly 129.01 feet on a curve to the left having a radius of 2,246.59 feet, the chord of said curve bears South 86°-10'-33" West, a chord distance of 129.00 feet; thence South 84°-31'-50" West, a distance of 2.01 feet; thence South 24°-38'-53" West, a distance of 30.53 feet to the point of beginning.

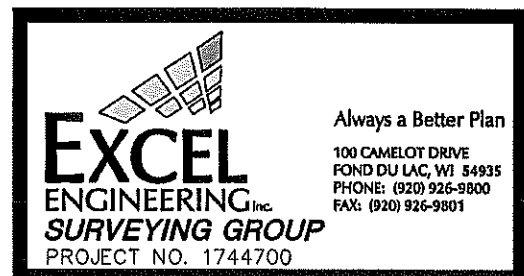


**STORM DRAINAGE EASEMENT F
ASPEN WOODS
EXHIBIT F-1**

LEGAL DESCRIPTION OF STORM DRAINAGE EASEMENT F:

A 20' wide Storm Drainage Easement being a part of Lots 8 and 9 of Aspen Woods Subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of said Lot 8; thence South 02°-10'-44" East along the West line of said Lot 8, a distance of 10.00 feet to the point of beginning; thence continuing South 02°-10'-44" East along said West line, a distance of 20.00 feet; thence North 87°-49'-16" East, a distance of 212.05 feet to the East line of said Lot 9; thence North 13°-23'-27" East along said East line, a distance of 20.76 feet; thence South 87°-49'-16" West, a distance of 217.62 feet to the point of beginning.



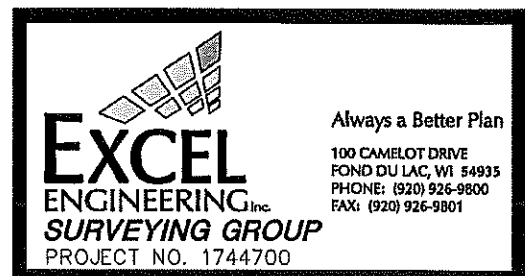
M-27

**STORM SEWER EASEMENT G
ASPEN WOODS
EXHIBIT G-1**

LEGAL DESCRIPTION OF STORM SEWER EASEMENT G:

A 20' wide Storm Sewer Easement being a part of Outlot 2 of Aspen Woods Subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Southeast corner of Lot 9 of said Aspen Woods Subdivision; thence Southeasterly 42.94 feet along a Southwesterly line of said Outlot 2 on a curve to the right having a radius of 180.00 feet, the chord of said curve bears South 50°-33'-23" East, a chord distance of 42.84 feet to the point of beginning; thence Southeasterly 20.08 feet along said Southwesterly line on a curve to the right having a radius of 180.00 feet, the chord of said curve bears South 40°-31'-37" East, a chord distance of 20.07 feet; thence North 54°-05'-57" East, a distance of 69.47 feet; thence North 35°-54'-03" West, a distance of 20.00 feet; thence South 54°-05'-57" West, a distance of 71.09 feet to the point of beginning.



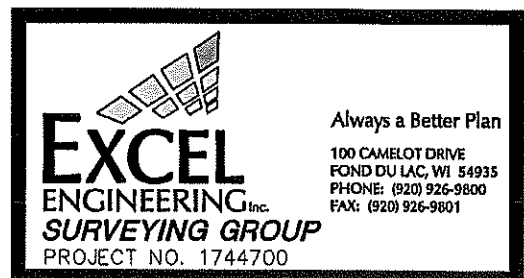
M-248

**STORM SEWER EASEMENT H
ASPEN WOODS
EXHIBIT H-1**

LEGAL DESCRIPTION OF STORM SEWER EASEMENT H:

A 20' wide Storm Sewer Easement being a part of Lots 15 and 16 and part of Outlot 2 of Aspen Woods Subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Southwest corner of said Lot 15; thence North 02°-00'-36" West along the West line of said Lot 15, a distance of 10.00 feet; thence North 87°-59'-24" East, a distance of 198.00 feet; thence South 02°-00'-36" East, a distance of 20.00 feet; thence South 87°-59'-24" West, a distance of 198.00 feet to the West line of said Lot 16; thence North 02°-00'-36" West, a distance of 10.00 feet to the point of beginning.



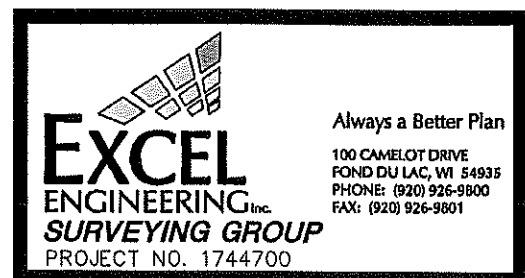
M-29

**STORM SEWER EASEMENT I
ASPEN WOODS
EXHIBIT I-1**

LEGAL DESCRIPTION OF STORM SEWER EASEMENT I:

A 20' wide Storm Sewer Easement being a part of Outlot 2 of Aspen Woods Subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Northwest corner of Lot 17 of said Aspen Woods Subdivision; thence Northeasterly 20.04 feet along a West line of said Outlot 2 on a curve to the left having a radius of 180.00 feet, the chord of said curve bears North 17°-35'-20" East, a chord distance of 20.03 feet; thence South 69°-13'-17" East, a distance of 156.38 feet; thence South 20°-46'-43" West, a distance of 20.00 feet to a point on the Easterly extension of the North line of said Lot 17; thence North 69°-13'-17" West along said North line and it's Easterly extension, a distance of 155.27 feet to the point of beginning.



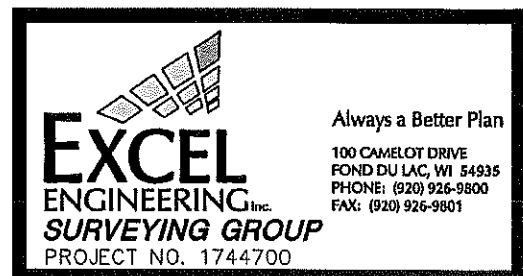
M-30

**STORM SEWER EASEMENT J
ASPEN WOODS
EXHIBIT J-1**

LEGAL DESCRIPTION OF STORM SEWER EASEMENT J:

A 20' wide Storm Sewer Easement being a part of Lots 18 and 19 and part of Outlot 2 of Aspen Woods Subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Northwest corner of said Lot 18; thence Northeasterly 10.01 feet along the Northerly line of said Lot 18 on a curve to the left having a radius of 180.00 feet, the chord of said curve bears North 67°-38'-07" East, a chord distance of 10.00 feet; thence South 20°-46'-20" East, a distance of 156.88 feet; thence South 69°-13'-40" West, a distance of 20.00 feet; thence North 20°-46'-20" West, a distance of 156.88 feet to the North line of said Lot 19; thence Northeasterly 10.01 feet along said North line on a curve to the left having a radius of 180.00 feet, the chord of said curve bears North 70°-49'-12" East, a chord distance of 10.00 feet to the point of beginning.

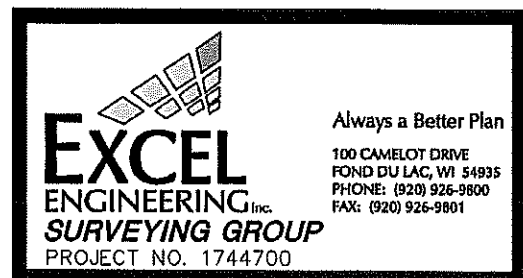


**STORM SEWER EASEMENT K
ASPEN WOODS
EXHIBIT K-1**

LEGAL DESCRIPTION OF STORM SEWER EASEMENT K:

A 20' wide Storm Sewer Easement being a part of Outlot 4 of Aspen Woods Subdivision, located in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Southeast corner of Lot 52 of said Aspen Woods Subdivision; thence South 02°-00'-36" East along an East line of said Outlot 4, a distance of 20.02 feet; thence South 85°-32'-07" West, a distance of 349.57 feet; thence North 04°-27'-53" West, a distance of 20.00 feet; thence North 85°-32'-07" East, a distance of 350.43 feet to the point of beginning.



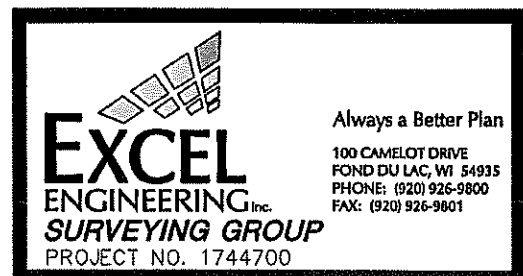
M-32

**STORM SEWER/DRAINAGE EASEMENT L
ASPEN WOODS
EXHIBIT L-1**

LEGAL DESCRIPTION OF STORM SEWER/DRAINAGE EASEMENT L:

A 20' wide Storm Sewer/Drainage Easement being the West 20 feet of Lots 60, 61, 62, 63 and 64 of Aspen Woods Subdivision, located in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Southwest corner of said Lot 60; thence North 89°-34'-06" East along the South line of said Lot 60, a distance of 20.00 feet; thence North 00°-25'-54" West, a distance of 450.00 feet to the North line of said Lot 64; thence South 89°-34'-06" West along said North line, a distance of 20.00 feet to the Northwest corner of said Lot 64; thence South 00°-25'-54" East along the West line of said Lots 60, 61, 62, 63 and 64, a distance of 450.00 feet to the point of beginning.



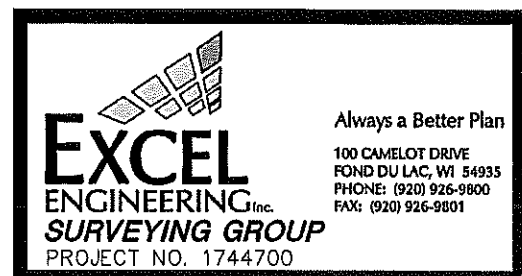
M-33

**STORM SEWER EASEMENT M
ASPEN WOODS
EXHIBIT M-1**

LEGAL DESCRIPTION OF STORM SEWER EASEMENT M:

A 20' wide Storm Sewer Easement being a part of Outlot 5 of Aspen Woods Subdivision, located in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Southeast corner of Lot 65 of said Aspen Woods Subdivision; thence South 00°-25'-54" East along an East line of said Outlot 5, a distance of 20.00 feet; thence South 89°-34'-06" West, a distance of 138.85 feet; thence North 00°-25'-54" West, a distance of 20.00 feet to the South line of Lot 66 of said Aspen Woods Subdivision; thence North 89°-34'-06" East along the South line of said Lots 66 & 65, a distance of 138.85 feet to the point of beginning.



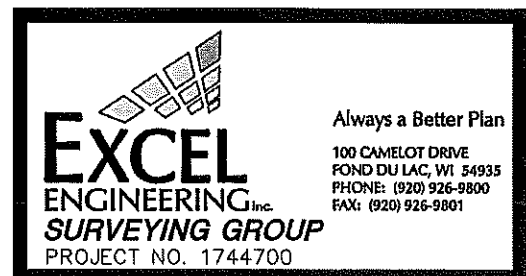
M-34

**STORM SEWER/DRAINAGE EASEMENT N
ASPEN WOODS
EXHIBIT N-1**

LEGAL DESCRIPTION OF STORM SEWER/DRAINAGE EASEMENT N:

A 20' wide Storm Sewer/Drainage Easement being a part of Lots 36, 37, 38, 39 and 40 of Aspen Woods Subdivision, located in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Southwest corner of said Lot 39; thence North 00°-25'-54" West along the West line of said Lot 39, a distance of 10.00 feet; thence North 89°-34'-06" East, a distance of 175.00 feet; thence South 00°-25'-54" East, a distance of 263.19 feet to a Southerly line of said Lot 36; thence South 89°-34'-06" West along the South line of said Lot 36, a distance of 20.00 feet to the Southwest corner of said Lot 36; thence North 00°-25'-54" West along the West line of said Lots 36 and 37, a distance of 243.19 feet; thence South 89°-34'-06" West, a distance of 155.00 feet to the West line of said Lot 40; thence North 00°-25'-54" West along said West line, a distance of 10.00 feet to the point of beginning.



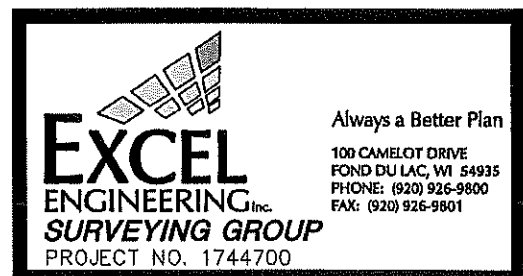
M-35

**STORM SEWER/DRAINAGE EASEMENT O
ASPEN WOODS
EXHIBIT O-1**

LEGAL DESCRIPTION OF STORM SEWER/DRAINAGE EASEMENT O:

A Storm Sewer/Drainage Easement being a part of Lots 26, 27, 28, 29, 30, 31, 33, 34 and 50 of Aspen Woods Subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Northeast corner of said Lot 30; thence South 02°-00'-36" East along the East line of said Lot 30, a distance of 10.00 feet; thence South 87°-59'-24" West, a distance of 144.05 feet; thence South 02°-00'-36" East, a distance of 270.00 feet; thence South 87°-59'-24" West, a distance of 5.00 feet; thence South 02°-00'-36" East, a distance of 170.00 feet to the South line of said Lot 26; thence South 87°-59'-24" West along said South line, a distance of 10.00 feet to the Southwest corner of said Lot 26; thence North 02°-00'-36" West along the West line of said Lot 26, a distance of 8.63 feet to the Southeast corner of said Lot 50; thence South 84°-20'-28" West along the South line of said Lot 50, a distance of 10.02 feet; thence North 02°-00'-36" West, a distance of 162.15 feet; thence South 88°-47'-56" West, a distance of 87.31 feet to the Northwesterly line of said Lot 50; thence North 27°-08'-36" East along said Northwesterly line, a distance of 11.36 feet to the Southwest corner of said Lot 34; thence North 32°-19'-51" West along the Southwesterly line of said Lot 34, a distance of 11.68 feet; thence North 88°-47'-56" East, a distance of 90.17 feet; thence North 02°-00'-36" West, a distance of 269.89 feet; thence North 87°-59'-24" East, a distance of 166.55 feet to the East line of said Lot 31; thence South 02°-00'-36" East along said East line, a distance of 10.00 feet to the point of beginning.



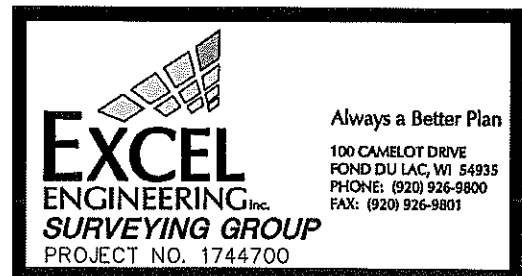
M-36

**STORM SEWER/DRAINAGE EASEMENT P
ASPEN WOODS
EXHIBIT P-1**

LEGAL DESCRIPTION OF STORM SEWER/DRAINAGE EASEMENT P:

A 20' wide Storm Sewer/Drainage Easement being a part of Lots 23, 24 and 25 of Aspen Woods Subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Northeast corner of said Lot 24; thence South 02°-00'-36" East along the East line of said Lot 24, a distance of 10.00 feet; thence South 87°-59'-38" West, a distance of 159.05 feet to a point on the Southerly extension of the West line of said Lot 25; thence North 02°-00'-36" West along the West line of said Lot 25 and it's Southerly extension, a distance of 20.00 feet; thence North 87°-59'-38" East, a distance of 159.05 feet to the East line of said Lot 25; thence South 02°-00'-36" East along said East line, a distance of 10.00 feet to the point of beginning.



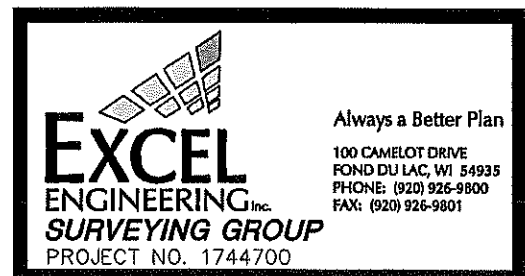
M-37

**STORM DRAINAGE EASEMENT Q
ASPEN WOODS
EXHIBIT Q-1**

LEGAL DESCRIPTION OF STORM DRAINAGE EASEMENT Q:

A 20' wide Storm Drainage Easement being a part of Lots 45, 46, 47 and 48 and part of Outlot 3 of Aspen Woods Subdivision, located in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Northeast corner of said Lot 47; thence South 02°-00'-36" East along the East line of said Lot 47, a distance of 10.00 feet; thence South 87°-59'-38" West, a distance of 157.19 feet; thence North 02°-00'-22" West, a distance of 120.00 feet; thence North 87°-59'-38" East, a distance of 20.00 feet; thence South 02°-00'-22" East, a distance of 100.00 feet; thence North 87°-59'-38" East, a distance of 137.19 feet to the East line of said Lot 48; thence South 02°-00'-36" East along said East line, a distance of 10.00 feet to the point of beginning.



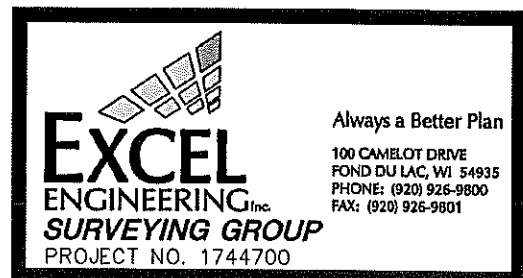
M-38

**STORM SEWER EASEMENT R
ASPEN WOODS
EXHIBIT R-1**

LEGAL DESCRIPTION OF STORM SEWER EASEMENT R:

A 20' wide Storm Sewer Easement being a part of Lots 41 and 42 of Aspen Woods Subdivision, located in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Southwest corner of said Lot 41; thence North 00°-25'-54" West along the West line of said Lot 41, a distance of 10.00 feet; thence North 89°-34'-06" East, a distance of 15.00 feet; thence South 00°-25'-54" East, a distance of 20.00 feet; thence South 89°-34'-06" West, a distance of 15.00 feet to the West line of said Lot 42; thence North 00°-25'-54" West along said West line, a distance of 10.00 feet to the point of beginning.



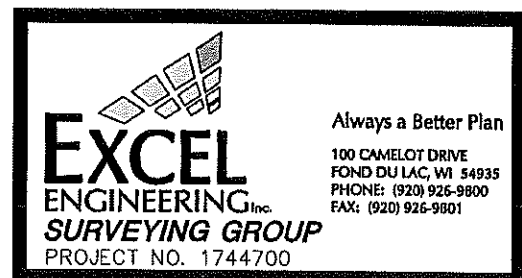
M-39

**STORM SEWER EASEMENT S
ASPEN WOODS
EXHIBIT S-1**

LEGAL DESCRIPTION OF STORM SEWER EASEMENT S:

A 20' wide Storm Sewer Easement being a part of Lots 40 and 41 of Aspen Woods Subdivision, located in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Beginning at the Southwest corner of said Lot 40; thence North 00°-25'-54" West along the West line of said Lot 40, a distance of 10.00 feet; thence North 89°-34'-06" East, a distance of 15.00 feet; thence South 00°-25'-54" East, a distance of 20.00 feet; thence South 89°-34'-06" West, a distance of 15.00 feet to the West line of said Lot 41; thence North 00°-25'-54" West along said West line, a distance of 10.00 feet to the point of beginning.



M-40

SANITARY SEWER EASEMENT

Aspen Woods Subdivision
At approximately South 51st St. and West Puetz Road
Tax Key No. 853-9995-010 (prior to land division)

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and VH Aspen Woods LLC, a limited liability company, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a sanitary sewer, associated manholes, all as shown on the plan attached hereto as Exhibit "T-1."

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 23, Township Five (5), North, Range Twenty-one (21) East", in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit T-2 attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns.).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.
4. That, in connection with the construction by the Grantor of any structure or building abutting said easement area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a

service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.

6. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
7. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
8. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
9. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
10. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
11. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
12. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
13. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
14. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

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

ON THIS DATE OF: April 25, 2019.

Company Name: VH Aspen Woods, LLC

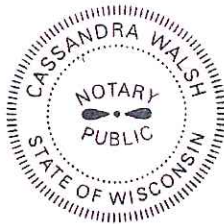
By: [Signature]
David P. Simon, Authorized Officer & Signatory

STATE OF WISCONSIN)

SS

COUNTY OF DANE)

Before me personally appeared on the 25 day of April, 2019, the above named David P. Simon, Authorized Officer and Signatory of VH Aspen Woods, LLC to me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation



Notary Public: [Signature]

My commission expires 9/15/2023

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

On this _____ day of _____, 20____ before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No. _____ adopted by its Common Council on _____, 20____.

Notary Public: _____

My commission expires _____

MORTGAGE HOLDER CONSENT

The undersigned, Associated Bank, a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on July 27, 2018, as Document No. 10797952, hereby consents to the execution of the foregoing easement and its addition as an encumbrance against title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

Associated Bank
a Wisconsin Banking Corporation

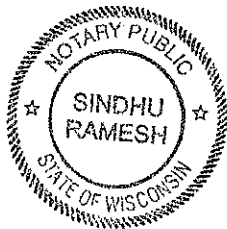
By: Bryan Schreiter

Name: Bryan Schreiter

Title: VP - Commercial Real Estate

STATE OF WISCONSIN)
DANE ss
COUNTY OF MILWAUKEE)

On this, the THURSDAY day of APRIL 25th, 2019, before me, the undersigned, personally appeared BRYAN SCHREITER, the VICE PRESIDENT (title) of Associated Bank, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.



Name: SINDHU RAMESH

Notary Public [Signature]

State of WI

County of DANE

My commission: 07/06/20

This instrument was drafted by the City of Franklin.

Approved as to contents

Date: _____

City Engineer

Approved as to form only

Date: _____

City Attorney

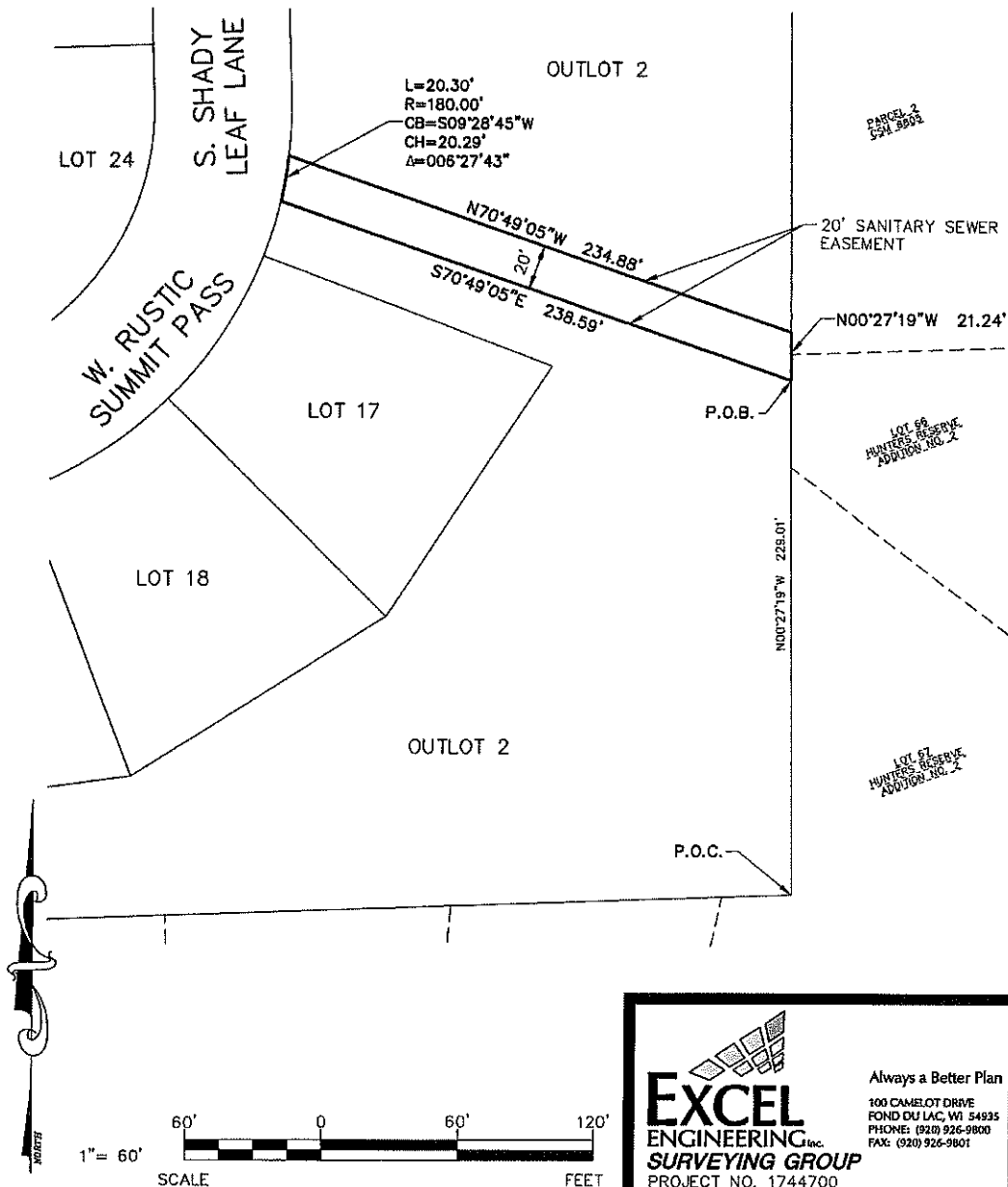
Exhibit A


(Description of the Property)

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 $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin.

Exhibit B
(Depiction of the Facilities)

SANITARY SEWER EASEMENT T
ASPEN WOODS
EXHIBIT T-2





Excel
ENGINEERING^{INC.}
SURVEYING GROUP
PROJECT NO. 1744700

Always a Better Plan
100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

Exhibit C

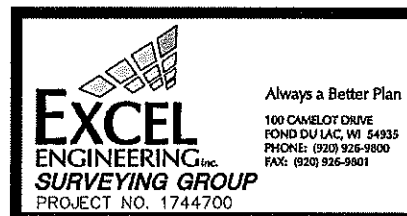
(Description of Easement Area)

**SANITARY SEWER EASEMENT T
ASPEN WOODS
EXHIBIT T-1**

LEGAL DESCRIPTION OF SANITARY SEWER EASEMENT T:

A 20' wide Sanitary Sewer Easement being a part of Outlot 2 of Aspen Woods Subdivision, located in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin being more particularly described as follows:

Commencing at the Southeast corner of said Outlot 2; thence North 00°-27'-19" West along the East line of said Outlot 2, a distance of 229.01 feet to the point of beginning; thence continuing North 00°-27'-19" West along said East line, a distance of 21.24 feet; thence North 70°-49'-05" West, a distance of 234.88 feet to a West line of said Outlot 2; thence Southwesterly 20.30 feet along said West line on a curve to the right having a radius of 180.00 feet, the chord of said curve bears South 09°-28'-45" West, a chord distance of 20.29 feet; thence South 70°-49'-05" East, a distance of 238.59 feet to the point of beginning.



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APPROVAL <i>Slw</i> <i>PA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2019
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$650,000 APPROPRIATIONS AND RESOURCES FOR THE ROUNDABOUT AT SOUTH 51 STREET AND WEST DREXEL AVENUE	ITEM NUMBER <i>6.16.</i>

Background

The intersection of S 51st Street and W Drexel Ave roundabout project was initiated In 2018 with various planning activities. The Common Council authorized negotiations to acquire right of way for the intersection at the May 7, 2019 meeting.

The 2019 Capital Improvement Fund includes a \$ 1 million appropriation for the project.

Upon bid opening May 16, 2019, additional appropriations and resources will be needed to complete the project.

Analysis

Staff has reviewed the project estimates and currently expects the project to total \$1,650,000 (including a \$100,000) contingency. This is \$650,000 greater than the initial appropriation.

The resource for the project is the planned debt offering later in 2019. With the increased appropriation in project costs, additional resources will also be needed. Staff is recommending an increase of \$650,000 in the debt offerings planned for later in 2019.

Recommendation

Staff recommends the proposed amendment to the 2019 Capital Improvement Fund budget.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2018-2345, an Ordinance adopting the 2019 annual budgets for the Capital Improvement Fund to provide additional \$650,000 appropriations and resources for the roundabout at South 51 Street and West Drexel Avenue

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019 _____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$650,000 APPROPRIATIONS AND RESOURCES FOR THE ROUNDABOUT AT SOUTH 51 STREET AND WEST DREXEL AVENUE

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for the City of Franklin on November 13, 2018; and

WHEREAS, bidding for construction of the roundabout at South 51st Street and West Drexel Avenue were opened May 16, 2019; and

WHEREAS, economic activity in Southeast Wisconsin has increased substantially including a multi-billion project just South of the City of Franklin raising construction costs for many projects in the area; and

WHEREAS, the 2019 Capital Improvement Fund included a \$1 million appropriation for the roundabout which will not be sufficient considering the bids received; and

WHEREAS, the Common Council believes the Public Safety issues at the intersection warrant proceeding with the roundabout improvements; and

WHEREAS, contingencies of \$100,000 are a reasonable component of an increased appropriation for the project; and

WHEREAS, the project is to be financed with a new City debt issue which will need to be increased by \$650,000 to provide all the resources needed for this project.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That a 2019 Budget for the Capital Improvement Fund be amended as follows:

Revenues	Bond Proceeds	Increase	\$650,000
Capital Budget	Highway - Roundabout	Increase	650,000

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2019.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES____NOES____ABSENT____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2019
REPORTS AND RECOMMENDATIONS	Resolution No. 2019-_____ Authorizing the Execution of an Agreement for Purchase and Sale of Real Estate located at the northwest corner of Drexel Ave and 51 st Street from Payne & Dolan for intersection improvements in an amount of \$13,800.	ITEM NUMBER <i>G.17.</i>

After obtaining an appraisal of the lands necessary for intersection improvements, City staff and representatives from Payne & Dolan negotiated a purchase price for the needed additional ROW and temporary construction easements in the amount of \$13,800. As this figure is supported by the appraisal of the property, staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to Resolution No. 2019-_____, a Resolution Authorizing the Execution of an Agreement for Purchase and Sale of Real Estate located at the northwest corner of Drexel Ave and 51st Street from Payne & Dolan for intersection improvements in an amount of \$13,800.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2019-_____

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
PURCHASE AND SALE OF REAL ESTATE LOCATED AT THE NORTHWEST
CORNER OF DREXEL AVE AND 51ST STREET FROM PAYNE & DOLAN FOR
INTERSECTION IMPROVEMENTS IN AN AMOUNT OF \$13,800.

WHEREAS, The City of Franklin has identified a need to reconstruct the intersection of Drexel Avenue and 51st Street with a roundabout; and

WHEREAS, the proposed roundabout would require additional lands for Right-of-Way in order to be constructed; and

WHEREAS, The City engaged Single Source, Inc. to appraise the land needed to be acquired from Payne and Dolan for the roundabout; and

WHEREAS, on the basis of that appraisal the City and Payne and Dolan have agreed to a purchase price for the necessary land acquisition;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, Wisconsin, that an Agreement for Purchase and Sale of Real Estate located at the northwest corner of Drexel Ave and 51st Street from Payne & Dolan for intersection improvements in an amount of \$13,800 in the form as attached is hereby authorized and approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute the same.

Introduced by Ald. _____ at a regular meeting of the Common Council of the City of Franklin the 21st day of May, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of May, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

RESOLUTION NO. 2019-_____

Page 2

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

lpa1895 08/2011 (Replaces DT1895)

THIS AGREEMENT, made and entered into by and between **Payne & Dolan, Inc., a Wisconsin corporation**, hereinafter called **SELLER**, and the **City of Franklin, a Wisconsin municipal corporation**, hereinafter called **BUYER**. **If accepted, this offer can create a legally enforceable contract.** Both parties should read this document carefully and understand it before signing.

SELLER and **BUYER** agree that **BUYER** is purchasing this property for transportation purposes within the meaning of Wis. Stats.

SELLER warrants and represents to **BUYER** that **SELLER** has no notice or knowledge of any: 1) Planned or commenced public improvements which may result in special assessments to otherwise materially affect the property other than the planned transportation facility for which the **BUYER** is purchasing this property; 2) Government agency or court order requiring repair, alteration, or correction of any existing condition; 3) Shore land or special land use regulations affecting the property; 4) Underground storage tanks and the presence of any dangerous or toxic materials or conditions affecting the property.

DESCRIPTION: The **SELLER** agrees to sell and the **BUYER** agrees to buy, upon the terms and conditions hereinafter named, the following described real estate situated in **Milwaukee** County, Wisconsin: **See attached Exhibit A**

The purchase price of said real estate shall be the sum of **Thirteen Thousand Eight Hundred and 00/100, (\$13,800.00)** payable as follows:

Fee Title:	\$13,800.00
TLE:	\$0.00

General taxes shall be prorated at the time of closing based on the net general taxes for the current year, if known, otherwise on the net general taxes for the preceding year.

SELLER shall, upon payment of purchase price, convey the property by warranty deed or other conveyance, free and clear of all liens and encumbrances, including special assessments, except recorded public utility easements and recorded restrictions on use running with the land or created by lawfully enacted zoning ordinances, and **general taxes for the year of closing**

Legal possession of premises shall be delivered to **BUYER** on date of closing.

Occupancy of property shall be given to **BUYER** on closing, **SELLER** may not occupy property after closing, unless a separate lease agreement is entered into between **BUYER** and **SELLER**.

SPECIAL CONDITIONS: No representations other than those expressed herein are a part of this sale.

This agreement is binding upon acceptance by **SELLER** as evidenced by the signature of an authorized representative of **SELLER**. If this agreement is not accepted by **SELLER** within **five (5)** days after **SELLER**'s receipt, this agreement shall be null and void.

SELLER and **BUYER** agree to act in good faith and use diligence in completing the terms of this agreement. This agreement binds and inures to the benefit of the parties to this agreement and their successors in interest, personal representatives, heirs, executors, trustees and administrators.

The warranties and representations made herein survive the closing of this transaction. SELLER agrees to sell and convey the above-mentioned property on the terms and conditions as set forth and acknowledges receipt of a copy of this agreement.

Witness Signature

Print Name

Date

Seller Signature

Date

Print Name

Seller Signature

Date

Print Name

The above agreement is accepted.

Date

Signature

Print Name

Title

Note: Must be signed by administrator or an authorized representative.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2019
REPORTS & RECOMMENDATIONS	RESOLUTION TO AWARD CONSTRUCTION CONTRACT FOR ZIGNEGO CO. INC. TO CONSTRUCT SOUTH 51 ST STREET AND WEST DREXEL AVENUE INTERSECTION IN THE AMOUNT OF \$1,459,174.55	ITEM NUMBER <i>G, 18.</i>

BACKGROUND

On January 8, 2019, Common Council directed Staff to initiate land acquisition process, proceed to finalize plans, and solicit contractors per compliance with applicable public works bidding requirements for the S. 51st Street and W. Drexel Avenue Intersection Project.

RA Smith completed the design, Staff has progressed with the land acquisition per additional Common Council direction on May 7, 2019, and bids were received on May 16, 2019.

ANALYSIS

Three bids were received as follows:

\$1,459,174.55*	Zignego Company Inc.- Waukesha, WI
\$1,530,830.54	Payne & Dolan Inc.- Waukesha, WI
\$1,722,303.25*	A.W. Oakes & Son- Racine, WI

**bids as corrected in attached bid tabulation*

The bids also included an alternate for heavier-duty asphalt for the surface that would have increased the bids by \$6,845, \$2,960, and \$740 respectively.

The engineer has worked with Zignego on other projects and Staff also has extensive experience with Zignego. Both recommend Zignego as a qualified contractor.

The final Engineer's Opinion of Probable Costs was \$1,122,723.60. Recall that the estimate presented on January 8, 2019, to the Common Council based on the 60% design was \$1,034,000. Some prices on the estimate were recently increased by the engineer because of some recent bid results that were unexpectedly high when compared to historic unit prices on WisDOT projects. An evaluation of this bid indicates that where the estimate varies significantly than the average of the three bids are aggregate, concrete sidewalk, concrete storm pipe, storm inlets, mobilization, excavation below subgrade, large inlets, excavation and grading and construction staking. Some of these items are close to the average but exaggerated because of the large quantity. Other items are single or lump sum items (excavation, mobilization, and staking) that are historically where a bidder will adjust based on intangible factors such as bidding climate. Nonetheless, the final Engineer's Opinion of Probable Costs exceeded the project budget and the low bidder even exceeded that number.

The Common Council could consider holding the project and rebidding at a future date. One common reason to rebid a project is a lack of competition. This project received three bids and they appear to be competitive. Another tactic of rebidding a project is to rebid in the wintertime as contractors are usually trying to fill their calendars for the following season. Recent conversations with other municipalities at a conference indicates that road costs this past year did not dip in the winter as they historically have and it is believed that most contractors have nearly full workload projections for the foreseeable future. Staff would suggest that the "FOXCONN" effect in southeast Wisconsin will eventually go away but that may be years in the future. Rebidding the project at a later date would likely increase the costs and is not recommended.

The primary issues that affected the escalated 2019 bid prices for this roundabout would be applicable to the other alternatives previously evaluated. Redesign to another type of intersection is not recommended for many reasons.

The 2020 budget includes \$1 million for this project and was adopted before the project was designed. To date, the budget is forecasted to have approximately \$910,000 available after expenses for land acquisition, lighting, and engineering. Allowing a 7% construction contingency (approximately \$100k) on this unit price contract, Staff is recommending a project budget of \$1,650,000 that will be discussed at the May 21, 2019, Common Council meeting.

Timing is of the essence if the desire is to have the construction completed in the summer of 2019. Per the contract documents, the contractor may close the intersection as of June 3, 2019, and it must be open to traffic by August 23, 2019. Mr. Zignego has verified that the project will comply with the requirements in the contract documents if awarded at this meeting.

Although heavier asphalt is desirable to match the asphalt in the business park, the adjoining W. Drexel Avenue and S. 51st Street do not have the heavier asphalt mix design.

OPTIONS

- A. Award construction contract to Zignego with or without the heavier asphalt alternate (additional \$6,845).
- B. Refer back to Staff with further direction. If not awarded at this meeting, an intersection open for traffic by the start of the 2019-2020 school year is unlikely.

FISCAL NOTE

There is a budget amendment on this agenda to increase the 2020 budget from \$1,000,000 to \$1,650,000. The source of the funding is anticipated to be increased borrowing.

COUNCIL ACTION REQUESTED

(OPTION A) Resolution to award construction contract [*with alternate 1*] for Zignego Co. Inc. to construct South 51st Street and West Drexel Avenue intersection in the amount of \$1,459,174.55 [*\$1,466,019.55*].

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019- _____

RESOLUTION TO AWARD CONSTRUCTION CONTRACT *[WITH ALTERNATE 1]*
FOR ZIGNEGO CO. INC. TO CONSTRUCT SOUTH 51ST STREET AND WEST
DREXEL AVENUE INTERSECTION IN THE AMOUNT OF \$1,459,174.55
[\$1,466,019.55]

WHEREAS, the City of Franklin advertised and solicited bids for the reconstruction of the intersection of S. 51st Street and W. Drexel Avenue from a controlled all-way stop to a roundabout; and

WHEREAS, three bids were received; and

WHEREAS, the low bidder was Zignego Company Inc. of Waukesha, WI with a bid of \$1,459,174.55; and

WHEREAS, Zignego Company Inc. is a qualified road contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract at the total base bid of 1,459,174.55 to Zignego Company Inc. *[with alternate 1 increasing the project cost to \$1,466,019.55.]*

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, Zignego Company Inc. be awarded the contract for the South 51st Street and West Drexel Avenue Intersection project.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are authorized and directed to execute a contract with Zignego Company Inc. on behalf of the City.

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 _____

ROADWAY - BASE BID			Engineer's Opinion			Zignego Co. Inc.			Payne & Dolan			A.W. Oakes & Son		
Item Description	Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
201.0105 Clearing	6	STA	\$ 500.00	\$ 3,000.00	\$ 400.00	\$ 2,400.00	\$ 432.00	\$ 2,592.00	\$ 400.00	\$ 2,400.00	\$ 432.00	\$ 2,592.00	\$ 400.00	\$ 2,400.00
201.0205 Grubbing	6	STA	\$ 350.00	\$ 2,100.00	\$ 250.00	\$ 1,500.00	\$ 270.00	\$ 1,620.00	\$ 250.00	\$ 1,500.00	\$ 270.00	\$ 1,620.00	\$ 250.00	\$ 1,500.00
203.0100 Removing Small Pipe Culverts	4	EACH	\$ 350.00	\$ 1,400.00	\$ 1,557.65	\$ 6,230.60	\$ 1,812.94	\$ 7,251.76	\$ 1,557.65	\$ 6,230.60	\$ 1,812.94	\$ 7,251.76	\$ 1,557.65	\$ 6,230.60
204.0100 Removing Pavement	2,480	SY	\$ 5.50	\$ 13,640.00	\$ 10.00	\$ 24,800.00	\$ 3.62	\$ 8,977.60	\$ 10.00	\$ 24,800.00	\$ 3.62	\$ 8,977.60	\$ 10.00	\$ 24,800.00
204.0150 Removing Curb & Gutter	35	LF	\$ 15.00	\$ 525.00	\$ 10.00	\$ 350.00	\$ 16.20	\$ 567.00	\$ 10.00	\$ 350.00	\$ 16.20	\$ 567.00	\$ 10.00	\$ 350.00
204.0155 Removing Concrete Sidewalk	150	SY	\$ 8.00	\$ 1,200.00	\$ 10.00	\$ 1,500.00	\$ 4.32	\$ 648.00	\$ 10.00	\$ 1,500.00	\$ 4.32	\$ 648.00	\$ 10.00	\$ 1,500.00
204.0220 Removing Inlets	4	EACH	\$ 400.00	\$ 1,600.00	\$ 1,420.30	\$ 5,681.20	\$ 209.21	\$ 836.84	\$ 1,420.30	\$ 5,681.20	\$ 209.21	\$ 836.84	\$ 1,420.30	\$ 5,681.20
204.0245.C Removing Storm Sewer 12-Inch	364	LF	\$ 15.00	\$ 5,460.00	\$ 53.82	\$ 19,590.48	\$ 12.96	\$ 4,717.44	\$ 53.82	\$ 19,590.48	\$ 12.96	\$ 4,717.44	\$ 53.82	\$ 19,590.48
204.0245.C Removing Storm Sewer 18-Inch	45	LF	\$ 17.00	\$ 765.00	\$ 55.29	\$ 2,488.05	\$ 25.92	\$ 1,166.40	\$ 55.29	\$ 2,488.05	\$ 25.92	\$ 1,166.40	\$ 55.29	\$ 2,488.05
213.0100 Finishing Roadway	1	EACH	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,537.42	\$ 6,537.42	\$ 3,000.00	\$ 3,000.00	\$ 6,537.42	\$ 6,537.42	\$ 3,000.00	\$ 3,000.00
305.0110 Base Aggregate Dense 3/4-Inch	230	TON	\$ 22.00	\$ 5,060.00	\$ 30.00	\$ 6,900.00	\$ 47.01	\$ 10,812.30	\$ 30.00	\$ 6,900.00	\$ 47.01	\$ 10,812.30	\$ 30.00	\$ 6,900.00
305.0120 Base Aggregate Dense 1 1/4-Inch	6,550	TON	\$ 17.00	\$ 111,350.00	\$ 20.00	\$ 131,000.00	\$ 17.44	\$ 114,232.00	\$ 20.00	\$ 131,000.00	\$ 17.44	\$ 114,232.00	\$ 20.00	\$ 131,000.00
305.0130 Base Aggregate Dense 3-Inch	5,940	TON	\$ 15.00	\$ 89,100.00	\$ 20.00	\$ 118,800.00	\$ 17.28	\$ 102,643.20	\$ 20.00	\$ 118,800.00	\$ 17.28	\$ 102,643.20	\$ 20.00	\$ 118,800.00
310.0110 Base Aggregate Open Graded	172	TON	\$ 27.00	\$ 4,644.00	\$ 50.00	\$ 8,600.00	\$ 35.64	\$ 6,130.08	\$ 50.00	\$ 8,600.00	\$ 35.64	\$ 6,130.08	\$ 50.00	\$ 8,600.00
405.0100 Coloring Concrete WisDOT Red	150	CY	\$ 100.00	\$ 15,000.00	\$ 119.00	\$ 17,850.00	\$ 129.60	\$ 19,440.00	\$ 119.00	\$ 17,850.00	\$ 129.60	\$ 19,440.00	\$ 119.00	\$ 17,850.00
416.0170 Concrete Driveway 7-Inch	98	SY	\$ 45.00	\$ 4,410.00	\$ 68.15	\$ 6,678.70	\$ 55.62	\$ 5,450.76	\$ 68.15	\$ 6,678.70	\$ 55.62	\$ 5,450.76	\$ 68.15	\$ 6,678.70
416.0512 Concrete Truck Apron 12-Inch	262	SY	\$ 50.00	\$ 13,100.00	\$ 74.35	\$ 19,479.70	\$ 75.60	\$ 19,807.20	\$ 74.35	\$ 19,479.70	\$ 75.60	\$ 19,807.20	\$ 74.35	\$ 19,479.70
455.0605 Tack Coat	450	GAL	\$ 3.00	\$ 1,350.00	\$ 3.50	\$ 1,575.00	\$ 2.25	\$ 1,012.50	\$ 3.50	\$ 1,575.00	\$ 2.25	\$ 1,012.50	\$ 3.50	\$ 1,575.00
460.6223 HMA Pavement 3 MT 58-28 S	1,480	TON	\$ 75.00	\$ 111,000.00	\$ 63.20	\$ 93,536.00	\$ 68.00	\$ 100,640.00	\$ 63.20	\$ 93,536.00	\$ 68.00	\$ 100,640.00	\$ 63.20	\$ 93,536.00
460.6224 HMA Pavement 4 MT 58-28 S	740	TON	\$ 82.00	\$ 60,680.00	\$ 64.40	\$ 47,656.00	\$ 75.00	\$ 55,500.00	\$ 64.40	\$ 47,656.00	\$ 75.00	\$ 55,500.00	\$ 64.40	\$ 47,656.00
465.0120 Asphaltic Surface Driveways and Field	40	TON	\$ 100.00	\$ 4,000.00	\$ 120.00	\$ 4,800.00	\$ 125.00	\$ 5,000.00	\$ 120.00	\$ 4,800.00	\$ 125.00	\$ 5,000.00	\$ 120.00	\$ 4,800.00
465.0315 Asphaltic Flumes	64	SY	\$ 75.00	\$ 4,800.00	\$ 40.00	\$ 2,560.00	\$ 60.00	\$ 3,840.00	\$ 40.00	\$ 2,560.00	\$ 60.00	\$ 3,840.00	\$ 40.00	\$ 2,560.00
520.8000 Concrete Collars for Pipe	1	EACH	\$ 750.00	\$ 750.00	\$ 654.44	\$ 654.44	\$ 706.80	\$ 706.80	\$ 654.44	\$ 654.44	\$ 706.80	\$ 706.80	\$ 654.44	\$ 654.44
521.1015 Apron Endwalls for Culvert Pipe Steel	3	EACH	\$ 200.00	\$ 600.00	\$ 391.66	\$ 1,174.98	\$ 297.00	\$ 891.00	\$ 391.66	\$ 1,174.98	\$ 297.00	\$ 891.00	\$ 391.66	\$ 1,174.98
521.3115 Culvert Pipe Corrugated Steel 15-Inch	38	LF	\$ 55.00	\$ 2,090.00	\$ 88.65	\$ 3,368.70	\$ 62.64	\$ 2,380.32	\$ 88.65	\$ 3,368.70	\$ 62.64	\$ 2,380.32	\$ 88.65	\$ 3,368.70
522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1	EACH	\$ 800.00	\$ 800.00	\$ 912.03	\$ 912.03	\$ 984.99	\$ 984.99	\$ 912.03	\$ 912.03	\$ 984.99	\$ 984.99	\$ 912.03	\$ 912.03
522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	2	EACH	\$ 825.00	\$ 1,650.00	\$ 988.40	\$ 1,976.80	\$ 1,067.47	\$ 2,134.94	\$ 988.40	\$ 1,976.80	\$ 1,067.47	\$ 2,134.94	\$ 988.40	\$ 1,976.80
522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1	EACH	\$ 1,000.00	\$ 1,000.00	\$ 1,120.31	\$ 1,120.31	\$ 1,209.93	\$ 1,209.93	\$ 1,120.31	\$ 1,120.31	\$ 1,209.93	\$ 1,209.93	\$ 1,120.31	\$ 1,120.31
601.0405 Concrete Curb & Gutter 18-Inch Type A	195	LF	\$ 14.00	\$ 2,730.00	\$ 25.30	\$ 4,933.50	\$ 30.02	\$ 5,853.90	\$ 25.30	\$ 4,933.50	\$ 30.02	\$ 5,853.90	\$ 25.30	\$ 4,933.50
601.0407 Concrete Curb & Gutter 18-Inch Type D	805	LF	\$ 15.00	\$ 12,075.00	\$ 21.00	\$ 16,905.00	\$ 18.58	\$ 14,956.90	\$ 21.00	\$ 16,905.00	\$ 18.58	\$ 14,956.90	\$ 21.00	\$ 16,905.00
601.0411 Concrete Curb & Gutter 30-Inch Type D	1,517	LF	\$ 15.00	\$ 22,755.00	\$ 16.15	\$ 24,499.55	\$ 17.39	\$ 26,380.63	\$ 16.15	\$ 24,499.55	\$ 17.39	\$ 26,380.63	\$ 16.15	\$ 24,499.55
601.0582 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type T	271	LF	\$ 17.00	\$ 4,607.00	\$ 22.60	\$ 6,124.60	\$ 25.11	\$ 6,804.81	\$ 22.60	\$ 6,124.60	\$ 25.11	\$ 6,804.81	\$ 22.60	\$ 6,124.60
601.0600 Concrete Curb Pedestrian	144	LF	\$ 30.00	\$ 4,320.00	\$ 31.00	\$ 4,464.00	\$ 28.19	\$ 4,059.36	\$ 31.00	\$ 4,464.00	\$ 28.19	\$ 4,059.36	\$ 31.00	\$ 4,464.00
602.0410 Concrete Sidewalk 5-Inch	11,475	SF	\$ 4.50	\$ 51,637.50	\$ 8.20	\$ 94,095.00	\$ 4.70	\$ 53,932.50	\$ 8.20	\$ 94,095.00	\$ 4.70	\$ 53,932.50	\$ 8.20	\$ 94,095.00
602.0515 Curb Ramp Detectable Warning Field Natural Patina	320	SF	\$ 35.00	\$ 11,200.00	\$ 29.40	\$ 9,408.00	\$ 54.00	\$ 17,280.00	\$ 29.40	\$ 9,408.00	\$ 54.00	\$ 17,280.00	\$ 29.40	\$ 9,408.00
608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	258	LF	\$ 60.00	\$ 15,480.00	\$ 89.40	\$ 23,065.20	\$ 96.55	\$ 24,909.90	\$ 89.40	\$ 23,065.20	\$ 96.55	\$ 24,909.90	\$ 89.40	\$ 23,065.20
608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	78	LF	\$ 65.00	\$ 4,914.00	\$ 91.88	\$ 7,166.64	\$ 99.23	\$ 7,739.94	\$ 91.88	\$ 7,166.64	\$ 99.23	\$ 7,739.94	\$ 91.88	\$ 7,166.64

51st Street & Drexel Avenue Roundabout Bid Opening May 16, 2019

City of Franklin

			Engineer's Opinion	Zignego Co. Inc.	Payne & Dolan	A.W. Oakes & Son
608.0418	Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch LF	527	LF	\$ 67.00 \$ 35,309.00	\$ 95.79 \$ 50,481.33	\$ 103.45 \$ 54,518.15
608.0524	Storm Sewer Pipe Reinforced Concrete Class V 24-Inch LF	97	LF	\$ 80.00 \$ 7,760.00	\$ 119.31 \$ 11,573.07	\$ 128.85 \$ 12,498.45
611.0842	Inlet Covers Type MS	4	EACH	\$ 450.00 \$ 1,800.00	\$ 691.33 \$ 2,765.32	\$ 746.64 \$ 2,986.56
611.0852	Inlet Covers Type T	2	EACH	\$ 700.00 \$ 1,400.00	\$ 1,171.15 \$ 2,342.30	\$ 1,264.84 \$ 2,529.68
611.0866	Inlet Covers Type Z	6	EACH	\$ 550.00 \$ 3,300.00	\$ 919.67 \$ 5,518.02	\$ 993.24 \$ 5,959.44
611.2004	Manholes 4-FT Diameter	2	EACH	\$ 2,500.00 \$ 5,000.00	\$ 3,333.44 \$ 6,666.88	\$ 3,600.12 \$ 7,200.24
611.2005	Manholes 5-FT Diameter	1	EACH	\$ 3,000.00 \$ 3,000.00	\$ 4,329.71 \$ 4,329.71	\$ 4,676.09 \$ 4,676.09
611.3004	Inlets 4-FT Diameter	9	EACH	\$ 1,750.00 \$ 15,750.00	\$ 3,225.49 \$ 29,029.41	\$ 3,483.53 \$ 31,351.77
611.3225	Inlets 2x2.5-FT	1	EACH	\$ 1,750.00 \$ 1,750.00	\$ 2,627.85 \$ 2,627.85	\$ 2,838.08 \$ 2,838.08
611.3901	Inlets Median 1 Grate	4	EACH	\$ 1,750.00 \$ 7,000.00	\$ 2,870.08 \$ 11,480.32	\$ 3,099.69 \$ 12,398.76
612.0106	Pipe Underdrain 6-Inch	3,010	LF	\$ 8.00 \$ 24,080.00	\$ 6.50 \$ 19,565.00	\$ 6.48 \$ 19,504.80
612.0206	Pipe Underdrain Unperforated 6-Inch	19	LF	\$ 30.00 \$ 570.00	\$ 10.00 \$ 190.00	\$ 19.76 \$ 375.44
612.0806	Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	9	EACH	\$ 250.00 \$ 2,250.00	\$ 250.00 \$ 2,250.00	\$ 432.00 \$ 3,888.00
619.1000	Mobilization	1	EACH	\$ 50,000.00 \$ 50,000.00	\$ 28,800.00 \$ 28,800.00	\$ 93,000.00 \$ 93,000.00
620.0100	Concrete Corrugated Median	535	SF	\$ 8.00 \$ 4,280.00	\$ 16.80 \$ 8,988.00	\$ 11.34 \$ 6,066.90
620.0300	Concrete Median Sloped Nose	279	SF	\$ 10.00 \$ 2,790.00	\$ 16.40 \$ 4,575.60	\$ 9.45 \$ 2,636.55
624.0100	Water	77	MGAL	\$ 40.00 \$ 3,080.00	\$ 30.00 \$ 2,310.00	\$ 26.23 \$ 2,019.71
625.0100	Topsoil	5,400	SY	\$ 4.50 \$ 24,300.00	\$ 6.00 \$ 32,400.00	\$ 4.96 \$ 26,244.00
627.0200	Mulching	7,000	SY	\$ 0.20 \$ 1,400.00	\$ 0.30 \$ 2,100.00	\$ 0.32 \$ 2,240.00
628.1104	Erosion Bales	50	EACH	\$ 12.00 \$ 600.00	\$ 20.20 \$ 1,010.00	\$ 21.82 \$ 1,091.00
628.1504	Silt Fence	975	LF	\$ 2.00 \$ 1,950.00	\$ 2.00 \$ 1,950.00	\$ 2.16 \$ 2,106.00
628.1520	Silt Fence Maintenance	2,925	LF	\$ 0.20 \$ 585.00	\$ 0.20 \$ 585.00	\$ 0.22 \$ 643.50
628.1905	Mobilizations Erosion Control	5	EACH	\$ 250.00 \$ 1,250.00	\$ 358.60 \$ 1,793.00	\$ 387.29 \$ 1,936.45
628.1910	Mobilizations Emergency Erosion	3	EACH	\$ 250.00 \$ 750.00	\$ 359.60 \$ 1,078.80	\$ 388.37 \$ 1,165.11
628.2008	Erosion Mat Urban Class I Type B	800	SY	\$ 1.70 \$ 1,360.00	\$ 3.50 \$ 2,800.00	\$ 3.78 \$ 3,024.00
628.2027	Erosion Mat Class II Type C	290	SY	\$ 5.50 \$ 1,595.00	\$ 5.60 \$ 1,624.00	\$ 6.05 \$ 1,754.50
628.7005	Inlet Protection Type A	20	EACH	\$ 100.00 \$ 2,000.00	\$ 101.00 \$ 2,020.00	\$ 109.08 \$ 2,181.60
628.7010	Inlet Protection Type B	5	EACH	\$ 60.00 \$ 300.00	\$ 70.70 \$ 353.50	\$ 76.36 \$ 381.80
628.7015	Inlet Protection Type C	15	EACH	\$ 65.00 \$ 975.00	\$ 75.80 \$ 1,137.00	\$ 81.86 \$ 1,227.90
628.7504	Temporary Ditch Checks	175	LF	\$ 10.00 \$ 1,750.00	\$ 9.10 \$ 1,592.50	\$ 9.83 \$ 1,720.25
628.7555	Culvert Pipe Checks	20	EACH	\$ 45.00 \$ 900.00	\$ 80.80 \$ 1,616.00	\$ 87.26 \$ 1,745.20
628.7560	Tracking Pads	2	EACH	\$ 1,750.00 \$ 3,500.00	\$ 2,000.00 \$ 4,000.00	\$ 3,888.00 \$ 7,776.00
628.7570	Rock Bags	20	EACH	\$ 20.00 \$ 400.00	\$ 20.20 \$ 404.00	\$ 21.82 \$ 436.40
629.0210	Fertilizer Type B	7	CWT	\$ 70.00 \$ 490.00	\$ 65.70 \$ 459.90	\$ 70.96 \$ 496.72
630.0140	Seeding Mixture No. 40	112	LB	\$ 15.00 \$ 1,680.00	\$ 7.10 \$ 795.20	\$ 7.67 \$ 859.04
630.0200	Seeding Temporary	57	LB	\$ 7.00 \$ 399.00	\$ 3.60 \$ 205.20	\$ 3.89 \$ 221.73
631.0300	Sod Water	4	MGAL	\$ 275.00 \$ 1,100.00	\$ 101.00 \$ 404.00	\$ 109.08 \$ 436.32
631.1100	Sod Erosion Control	110	SY	\$ 6.00 \$ 660.00	\$ 7.10 \$ 781.00	\$ 7.67 \$ 843.70
633.5200	Markers Culvert End	4	EACH	\$ 50.00 \$ 200.00	\$ 75.80 \$ 303.20	\$ 81.87 \$ 327.48
634.0808	Posts Tubular Steel 2x2-Inch x 8-FT	16	EACH	\$ 125.00 \$ 2,000.00	\$ 121.20 \$ 1,939.20	\$ 130.90 \$ 2,094.40
634.0811	Posts Tubular Steel 2x2-Inch x 11-FT	8	EACH	\$ 130.00 \$ 1,040.00	\$ 156.60 \$ 1,252.80	\$ 169.13 \$ 1,353.04
634.0812	Posts Tubular Steel 2x2-Inch x 12-FT	8	EACH	\$ 130.00 \$ 1,040.00	\$ 176.80 \$ 1,414.40	\$ 190.94 \$ 1,527.52
634.0814	Posts Tubular Steel 2x2-Inch x 14-FT	23	EACH	\$ 140.00 \$ 3,220.00	\$ 186.90 \$ 4,298.70	\$ 201.85 \$ 4,642.55
						\$ 150.00 \$ 3,450.00

Item Description	Quantity	Unit	Engineer's Opinion		Zignego Co. Inc.		Payne & Dolan		A.W. Oakes & Son	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
634.0816 Posts Tubular Steel 2x2-Inch x 16-FT	12	EACH	\$ 150.00	\$ 1,800.00	\$ 197.00	\$ 2,364.00	\$ 212.76	\$ 2,553.12	\$ 175.00	\$ 2,100.00
637.2210 Signs Type II Reflective H	301	SF	\$ 18.00	\$ 5,418.00	\$ 20.20	\$ 6,080.20	\$ 21.82	\$ 6,567.82	\$ 27.00	\$ 8,127.00
637.2230 Signs Type II Reflective F SF	70	SF	\$ 20.00	\$ 1,400.00	\$ 24.20	\$ 1,694.00	\$ 26.14	\$ 1,829.80	\$ 35.00	\$ 2,450.00
638.2102 Moving Signs Type II	2	EACH	\$ 100.00	\$ 200.00	\$ 112.10	\$ 224.20	\$ 121.07	\$ 242.14	\$ 50.00	\$ 100.00
638.2602 Removing Signs Type II	21	EACH	\$ 25.00	\$ 525.00	\$ 15.20	\$ 319.20	\$ 16.42	\$ 344.82	\$ 35.00	\$ 735.00
638.3000 Removing Small Sign Supports	18	EACH	\$ 20.00	\$ 360.00	\$ 15.20	\$ 273.60	\$ 16.42	\$ 295.56	\$ 25.00	\$ 450.00
643.0300 Traffic Control Drums	322	DAYS	\$ 3.00	\$ 966.00	\$ 0.65	\$ 209.30	\$ 0.70	\$ 225.40	\$ 1.00	\$ 322.00
643.0420 Traffic Control Barricades Type III	2,016	DAYS	\$ 0.75	\$ 1,512.00	\$ 0.95	\$ 1,915.20	\$ 1.03	\$ 2,076.48	\$ 1.00	\$ 2,016.00
643.0705 Traffic Control Warning Lights Type A	4,032	DAYS	\$ 0.15	\$ 604.80	\$ 0.10	\$ 403.20	\$ 0.11	\$ 443.52	\$ 0.25	\$ 1,008.00
643.0900 Traffic Control Signs	10,920	DAYS	\$ 0.60	\$ 6,552.00	\$ 0.60	\$ 6,552.00	\$ 0.65	\$ 7,098.00	\$ 0.75	\$ 8,190.00
643.1000 Traffic Control Signs Fixed Message	399	SF	\$ 20.00	\$ 7,980.00	\$ 10.00	\$ 3,990.00	\$ 10.80	\$ 4,309.20	\$ 12.00	\$ 4,788.00
643.1050 Traffic Control Signs PCMS	28	DAYS	\$ 40.00	\$ 1,120.00	\$ 0.60	\$ 16.80	\$ 0.65	\$ 18.20	\$ 25.00	\$ 700.00
643.5000 Traffic Control	1	EACH	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,100.00	\$ 8,100.00	\$ 8,500.00	\$ 8,500.00
645.0111 Geotextile Type DF Schedule A	1,675	SY	\$ 3.50	\$ 5,862.50	\$ 4.00	\$ 6,700.00	\$ 2.70	\$ 4,522.50	\$ 4.00	\$ 6,700.00
645.0220 Geogrid Type SR	3,300	SY	\$ 2.00	\$ 6,600.00	\$ 4.00	\$ 13,200.00	\$ 2.16	\$ 7,128.00	\$ 4.00	\$ 13,200.00
646.1005 Marking Line Paint 4-Inch	5,000	LF	\$ 1.50	\$ 7,500.00	\$ 1.05	\$ 5,250.00	\$ 0.59	\$ 2,950.00	\$ 0.75	\$ 3,750.00
646.5120 Marking Word Epoxy	4	EACH	\$ 260.00	\$ 1,040.00	\$ 315.00	\$ 1,260.00	\$ 275.40	\$ 1,101.60	\$ 300.00	\$ 1,200.00
646.6320 Marking Dotted Extension Epoxy 18-Inch	90	LF	\$ 10.00	\$ 900.00	\$ 17.00	\$ 1,530.00	\$ 30.83	\$ 2,774.70	\$ 31.00	\$ 2,790.00
646.7105 Marking Diagonal Paint 12-Inch	170	LF	\$ 6.00	\$ 1,020.00	\$ 9.15	\$ 1,555.50	\$ 2.75	\$ 467.50	\$ 3.00	\$ 510.00
646.7420 Marking Crosswalk Epoxy Transverse	300	LF	\$ 9.00	\$ 2,700.00	\$ 15.50	\$ 4,650.00	\$ 5.99	\$ 1,797.00	\$ 6.25	\$ 1,875.00
646.8005 Marking Corrugated Median Paint	170	SF	\$ 5.00	\$ 850.00	\$ 9.25	\$ 1,572.50	\$ 10.75	\$ 1,827.50	\$ 11.00	\$ 1,870.00
646.8105 Marking Curb Paint	40	LF	\$ 10.00	\$ 400.00	\$ 12.75	\$ 510.00	\$ 10.75	\$ 430.00	\$ 11.00	\$ 440.00
646.8205 Marking Island Nose Paint	4	EACH	\$ 150.00	\$ 600.00	\$ 245.00	\$ 980.00	\$ 189.00	\$ 756.00	\$ 200.00	\$ 800.00
690.0150 Sawing Asphalt	170	LF	\$ 2.50	\$ 425.00	\$ 2.00	\$ 340.00	\$ 2.43	\$ 413.10	\$ 3.00	\$ 510.00
690.0250 Sawing Concrete	80	LF	\$ 3.00	\$ 240.00	\$ 3.00	\$ 240.00	\$ 2.43	\$ 194.40	\$ 3.00	\$ 240.00
SPV.0035 Excavation Below Subgrade	2,700	CY	\$ 15.00	\$ 40,500.00	\$ 22.00	\$ 59,400.00	\$ 21.60	\$ 58,320.00	\$ 18.00	\$ 48,600.00
SPV.0060 Manhole Cover Neenah R-1661	3	EACH	\$ 450.00	\$ 1,350.00	\$ 1,021.49	\$ 3,064.47	\$ 1,103.21	\$ 3,309.63	\$ 1,025.00	\$ 3,075.00
SPV.0060 Inlet Cover Neenah R-3228-H	3	EACH	\$ 900.00	\$ 2,700.00	\$ 1,667.94	\$ 5,003.82	\$ 1,801.38	\$ 5,404.14	\$ 1,700.00	\$ 5,100.00
SPV.0060 Inlets 6-Ft Diameter	1	EACH	\$ 4,000.00	\$ 4,000.00	\$ 15,489.98	\$ 15,489.98	\$ 16,729.18	\$ 16,729.18	\$ 15,500.00	\$ 15,500.00
SPV.0060 Section Corner Monuments	1	EACH	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00
SPV.0090 Marking Crosswalk Epoxy Ladder	390	LF	\$ 8.00	\$ 3,120.00	\$ 16.00	\$ 6,240.00	\$ 21.33	\$ 8,318.70	\$ 23.00	\$ 8,970.00
SPV.0105 Excavation and Grading LS	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 150,000.00	\$ 150,000.00	\$ 135,000.00	\$ 135,000.00	\$ 146,000.00	\$ 146,000.00
SPV.0105 Construction Staking LS	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 31,000.00	\$ 31,000.00	\$ 118,800.00	\$ 118,800.00	\$ 24,600.00	\$ 24,600.00
Category Total			\$ 1,025,100.80	\$ 1,025,100.80	\$ 1,329,192.66	\$ 1,329,192.66	\$ 1,390,421.26	\$ 1,390,421.26	\$ 1,585,989.25	\$ 1,585,989.25
WATER MAIN & SANITARY SEWER - BASE BID										
612.0902 Insulation Board Polystyrene 2-Inch	20	SY	\$ 35.00	\$ 700.00	\$ 40.09	\$ 801.80	\$ 43.30	\$ 866.00	\$ 50.00	\$ 1,000.00
SPV.0060 Reconstructing Sanitary Manhole	3	EACH	\$ 1,200.00	\$ 3,600.00	\$ 2,376.31	\$ 7,128.93	\$ 2,566.41	\$ 7,699.23	\$ 2,450.00	\$ 7,350.00
SPV.0060 Adjusting Sanitary Manhole	1	EACH	\$ 500.00	\$ 500.00	\$ 2,199.77	\$ 2,199.77	\$ 2,375.75	\$ 2,375.75	\$ 2,200.00	\$ 2,200.00
SPV.0060 Reconstructing Water Valve Vault	1	EACH	\$ 1,000.00	\$ 1,000.00	\$ 1,917.27	\$ 1,917.27	\$ 2,070.65	\$ 2,070.65	\$ 2,000.00	\$ 2,000.00
SPV.0060 Remove Existing Hydrant, Hydrant Lead, Gate Valve & Valve Box	1	EACH	\$ 2,000.00	\$ 2,000.00	\$ 6,121.29	\$ 6,121.29	\$ 6,610.99	\$ 6,610.99	\$ 6,200.00	\$ 6,200.00
SPV.0060 Hydrant	1	EACH	\$ 7,000.00	\$ 7,000.00	\$ 6,365.27	\$ 6,365.27	\$ 6,874.49	\$ 6,874.49	\$ 6,500.00	\$ 6,500.00

		Engineer's Opinion		Zignego Co. Inc.		Payne & Dolan		A.W. Oakes & Son		
SPV.0060. 6-Inch Gate Valve and Valve Box	1	EACH	\$ 3,000.00	\$ 3,000.00	\$ 1,996.20	\$ 1,996.20	\$ 2,155.90	\$ 2,155.90	\$ 2,000.00	\$ 2,000.00
SPV.0060. Connection to Existing Water Main	1	EACH	\$ 2,000.00	\$ 2,000.00	\$ 11,369.58	\$ 11,369.58	\$ 12,279.15	\$ 12,279.15	\$ 11,500.00	\$ 11,500.00
SPV.0060. Adjusting Water Valve Boxes	5	EACH	\$ 300.00	\$ 1,500.00	\$ 909.00	\$ 4,545.00	\$ 981.72	\$ 4,908.60	\$ 910.00	\$ 4,550.00
SPV.0090. Hydrant Lead C-900 PVC 6-Inch	26	LF	\$ 300.00	\$ 7,800.00	\$ 132.03	\$ 3,432.78	\$ 142.59	\$ 3,707.34	\$ 155.00	\$ 4,030.00
Category Total			\$ 29,100.00	\$ 45,877.89		\$ 49,548.10		\$ 47,330.00		
STREET LIGHTING - BASE BID										
652.0225 Conduit Rigid Nonmetallic Schedule 40	1400	LF	\$ 4.75	\$ 6,650.00	\$ 4.92	\$ 6,888.00	\$ 5.31	\$ 7,434.00	\$ 5.50	\$ 7,700.00
652.0235 Conduit Rigid Nonmetallic Schedule 40	390	LF	\$ 6.00	\$ 2,340.00	\$ 5.80	\$ 2,262.00	\$ 6.26	\$ 2,441.40	\$ 6.50	\$ 2,535.00
654.0105 Concrete Bases Type 5	10	EACH	\$ 700.00	\$ 7,000.00	\$ 658.00	\$ 6,580.00	\$ 710.64	\$ 7,106.40	\$ 700.00	\$ 7,000.00
654.023 Concrete Control Cabinet Bases Type	1	EACH	\$ 1,200.00	\$ 1,200.00	\$ 1,258.00	\$ 1,258.00	\$ 1,358.64	\$ 1,358.64	\$ 1,250.00	\$ 1,250.00
655.0615 Electrical Wire Lighting 10 AWG	360	LF	\$ 0.70	\$ 252.00	\$ 0.91	\$ 327.60	\$ 0.98	\$ 352.80	\$ 1.00	\$ 360.00
655.062 Electrical Wire Lighting 8 AWG	3560	LF	\$ 0.90	\$ 3,204.00	\$ 0.94	\$ 3,346.40	\$ 1.02	\$ 3,631.20	\$ 1.00	\$ 3,560.00
655.063 Electrical Wire Lighting 4 AWG	1950	LF	\$ 1.40	\$ 2,730.00	\$ 1.32	\$ 2,574.00	\$ 1.43	\$ 2,788.50	\$ 1.50	\$ 2,925.00
655.064 Electrical Wire Lighting 1 AWG	18	LF	\$ 2.60	\$ 46.80	\$ 4.00	\$ 72.00	\$ 4.32	\$ 77.76	\$ 3.00	\$ 54.00
656.0200 Electrical Service Meter Breaker	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,370.00	\$ 1,370.00	\$ 1,479.60	\$ 1,479.60	\$ 1,500.00	\$ 1,500.00
657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	10	EACH	\$ 350.00	\$ 3,500.00	\$ 368.00	\$ 3,680.00	\$ 397.44	\$ 3,974.40	\$ 305.00	\$ 3,050.00
659.213 Lighting Control Cabinets 120/240 30-	1	EACH	\$ 5,700.00	\$ 5,700.00	\$ 5,924.00	\$ 5,924.00	\$ 6,397.92	\$ 6,397.92	\$ 5,500.00	\$ 5,500.00
SPV.0060. Quartzite Pull Boxes 13"x24"	1	EACH	\$ 700.00	\$ 700.00	\$ 654.00	\$ 654.00	\$ 706.32	\$ 706.32	\$ 450.00	\$ 450.00
SPV.0060. Quartzite Pull Boxes 12"x12"	7	EACH	\$ 600.00	\$ 4,200.00	\$ 414.00	\$ 2,898.00	\$ 447.12	\$ 3,129.84	\$ 300.00	\$ 2,100.00
SPV.0060. Lighting Units LED 30-FT	10	EACH	\$ 3,000.00	\$ 30,000.00	\$ 4,628.00	\$ 46,280.00	\$ 4,998.24	\$ 49,982.40	\$ 5,100.00	\$ 51,000.00
Category Total			\$ 68,522.80	\$ 84,114.00		\$ 90,861.18		\$ 88,984.00		
Construction Total			\$ 1,122,723.60	\$ 1,450,174.55		\$ 1,530,830.54		\$ 1,722,303.25		
ROADWAY - ALTERNATE BID										
460.6424 HMA Pavement 4MT 58-28 H	740	TONS	\$ -	\$ -	\$ 73.65	\$ 54,501.00	\$ 79.00	\$ 58,460.00	\$ 79.00	\$ 58,460.00
Category Total			\$ -	\$ -		\$ 54,501.00		\$ 58,460.00		\$ 58,460.00
Additional Cost for Alternate			\$ (60,680.00)	\$ (60,680.00)		\$ 6,845.00		\$ 2,960.00		\$ 740.00

Notes:

- Line 624.01, Zignego calculated \$30.00
- Line 625.01, Zignego calculated \$6.00
- Line 628.7555, Zignego calculated \$161.60
- Category Total for ROADWAY - BASE BID, Zignego calculated \$1,417,826.15
- Category Total for ROADWAY - BASE BID, AW Oakes calculated \$1,587,699.25
- Construction Total, Zignego calculated \$1,417,826.15
- Construction Total, AW Oakes calculated \$1,724,003.25
- Largest 10 items where Engineer's Opinion was less than average prices

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2019
REPORTS & RECOMMENDATIONS	RESOLUTION TO ENTER AN INTERLOCAL COOPERATION AGREEMENT WITH MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD) FOR INSTALLATION OF A STORMGUARDEN® AT FRANKLIN CITY HALL 9229 W. LOOMIS ROAD	ITEM NUMBER <i>G.19.</i>

BACKGROUND

Milwaukee Metropolitan Sewerage District (MMSD) is encouraging green infrastructure in the member communities. MMSD will fund, at no cost to Franklin, the installation of a proprietary rain-garden product on City property for the purposes of illustrating the product to the public. Staff has met with the product supplier to discuss suitable locations behind City Hall (9229 W. Loomis Road) and have no objections to the placement of this product.

The product supplier will give a brief presentation at the May 21, 2019, Common Council meeting.

ANALYSIS

Please reference the attached product literature for StormGUARDen®.

OPTIONS

- A. Allow MMSD to place this product on City property. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

There is no capital cost to the City. This product will require occasional maintenance and care by Staff but it may be done within existing operating budgets.

It is not anticipated that the City will need to add appropriations for this project, although this may be confirmed in the presentation at the Common Council meeting.

COUNCIL ACTION REQUESTED

(OPTION A) Resolution to enter an Interlocal Cooperation Agreement with Milwaukee Metropolitan Sewerage District (MMSD) for installation of a StormGUARDen® at Franklin City Hall 9229 W. Loomis Road

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019- _____

RESOLUTION TO ENTER AN INTERLOCAL COOPERATION AGREEMENT WITH
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD) FOR
INSTALLATION OF A STORMGUARDEN® AT FRANKLIN CITY HALL- 9229
W. LOOMIS ROAD

WHEREAS, Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301); and

WHEREAS, Milwaukee Metropolitan Sewerage District (MMSD) is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area; and

WHEREAS, during wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat; and

WHEREAS, during wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding; and

WHEREAS, green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume and improves the quality of stormwater runoff; and

WHEREAS, the StormGUARDen® is an example of green infrastructure. When connected to a roof drain, it captures roof runoff and filters the runoff through soil and plant roots, before slowly releasing the runoff to the underlying soil; and

WHEREAS, MMSD will fund, at no cost to the Municipality: the installation of one StormGUARDen®, the installation of an educational sign, and one maintenance visit in the year of installation;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Franklin enter an Interlocal Cooperation Agreement with Milwaukee Metropolitan Sewerage District (MMSD) for installation of a StormGUARDen® at Franklin City Hall-9229 W. Loomis Road.

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 _____

Intergovernmental Cooperation Agreement for StormGUARDen® Installation

1. Parties

The parties to this Intergovernmental Cooperation Agreement (Agreement) are the:

- A. Milwaukee Metropolitan Sewerage District (District), acting through its Director of Planning, Research and Sustainability; and
- B. _____, acting through its _____
(the Municipality).

2. Purpose

This Agreement describes how the District and the Municipality will coordinate activities to install a StormGUARDen® at a municipal facility in the Municipality.

3. Basis for this Agreement

- A. Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301).
- B. The District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area.
- C. During wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat.
- D. During wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding.
- E. Green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume and improves the quality of stormwater runoff.
- F. The StormGUARDen® is an example of green infrastructure. When connected to a roof drain, it captures roof runoff and filters the runoff through soil and plant roots, before slowly releasing the runoff to the underlying soil.

4. Effective Dates

This Agreement becomes effective on its execution by the District and the Municipality and terminates on December 1, 2019. Either party may terminate its participation in this Agreement, according to sec. 13.

5. District Responsibilities

The District will:

- A. coordinate with the Municipality and the StormGUARDen® vendor to select an installation location and schedule installation;
- B. fund, at no cost to the Municipality: the installation of one StormGUARDen®, the installation of an educational sign, and one maintenance visit in the year of installation;
- C. require the StormGUARDen® vendor to provide to the Municipality maintenance instructions and a one-year warranty against defects in workmanship or materials; and
- D. require the StormGUARDen® vendor to have worker's compensation insurance and comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and in the aggregate.

6. Municipality Responsibilities

The Municipality will:

- A. coordinate with the District and the StormGUARDen® vendor to select an installation location and schedule installation;
- B. allow the StormGUARDen® vendor access to the selected site for installation and one maintenance visit;
- C. maintain the StormGUARDen® for 10 years; and
- D. allow the District to photograph the StormGUARDen® installation and use these photographs without compensation in printed materials, presentations, reports, web sites, press releases, social media posts, or other media produced by the District.

7. Location

The location of the StormGUARDen® will be:

8. Contact Persons

- A. For the District, the contact person is:

Nadia Vogt, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446
414-225-2052
nvogt@mmsd.com

B. For the Municipality, the contact person is:

Name	
Title	
Department	
Street Address	
City, State, Zip	
Telephone	
Email	

C. For the StormGUARDen® vendor, the contact person is:

Carrie Bristoll-Groll, Owner
Stormwater Solutions Engineering
247 Freshwater Way, Suite 410
Milwaukee, Wisconsin 53204
414-810-1245
cbg@stormwater-solutions-engineering.com

9. Modifying this Agreement

The parties may modify this Agreement only by a written amendment signed by both Parties.

10. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement continues in effect.

11. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

12. Conflicts of Interest

No officer, employee, or agent of the District or the Municipality who has any responsibility for implementing this Agreement may have any interest in any consultant, contractor, or vendor providing services to the Municipality.

13. Termination

Either party may terminate this Agreement at any time. To terminate this Agreement, a party will provide written notice to the other party. This notice will indicate the effective date of termination and the reasons for termination.

14. Independence of the Parties

This Agreement does not create a partnership. Neither party may enter into contracts on behalf of the other party.

15. Indemnification

The Municipality will release, hold harmless, indemnify and promise not to sue the District or its officers, directors, employees, or agents for bodily injury, death, or property damage arising from the StormGUARDen® installation.

16. Authority of Signatories

The persons signing this Agreement certify that they are authorized by their organization to execute this Agreement.

Signatures on Next Page

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

MUNICIPALITY

By: _____
Karen L. Sands, AICP, ENV SP
Director of Planning, Research and
Sustainability

By: _____

Name: _____

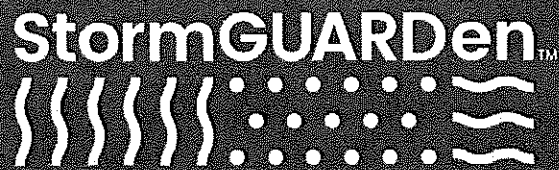
Title: _____

Date: _____

Date: _____

Approved as to form

Attorney for the District



StormGUARDen™ is an innovative modular stormwater runoff management solution that combines a rain garden and rain barrel into one eco-friendly gardening system.

Why You Should Consider StormGUARDen

StormGUARDen is an attractive, low cost, and low maintenance system that manages roof runoff at your downspout. It captures rainwater to direct it away from your building's foundation, grow beautiful gardens, and protect local waterways from pollution.

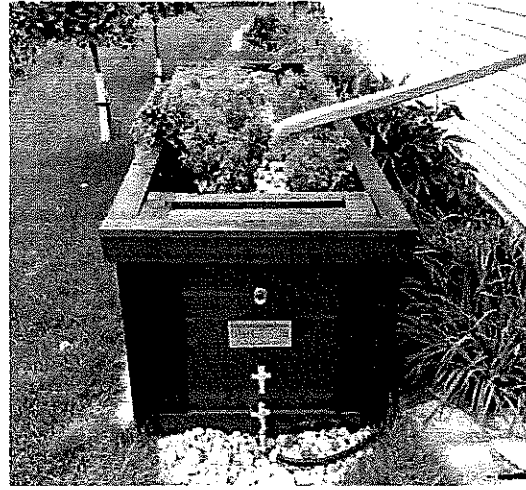
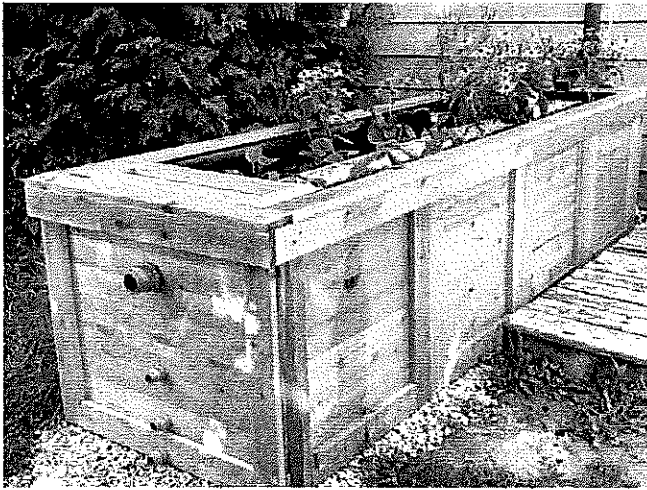
- Manages varied storm flow through tiered outlet system
- Capacity of 7 rain barrels
- Reduces flooding to neighborhoods and streams
- Allows for downspout disconnection and no reconnection to sewer
- Slowly drains to ground, 10 feet from your house
- Reduces bacteria from roof, caused by birds and mammals, keeping streams healthier
- Great for limited space retrofit
- Removable planting compartments
- Made from durable, weather resistant, and sustainable materials for long life!

Call or email us today!

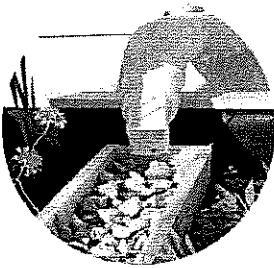
(414) 810-1245

info@stormGUARDen.com

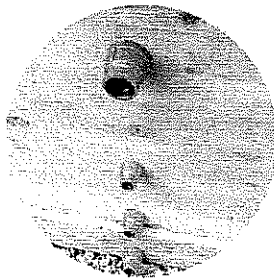




How StormGUARDen Works



Rainwater runoff from your roof flows through the downspout into a stone-filled trough that redirects the water into removable planting compartments. The compartments contain stone and an engineered soil mix designed to filter pollutants from roof runoff and grow plants. Below the soil is a layer of stone for water storage so that plants have access to water during dry weather.



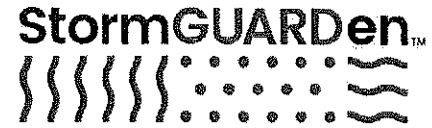
Excess water from the planting compartments overflows into an open reservoir below the soil. As the reservoir fills, water is slowly released through a set of small outlets and drains into your yard. StormGUARDen has the added benefit of being self-discharging, which means it will always have the capacity to take on water from the next storm.

StormGUARDen.com

GUARD your neighborhood from flooding.

GUARD your streams from stormwater pollution.

247 Freshwater Way | Milwaukee, WI 53204 | 414.810.1245
Copyright © 2017 StormGUARDen. All rights reserved. Patent US 62/437,116



Subject: MMSD StormGUARDen Implementation on Public Buildings

Dear Municipal Staff:

Thank you for your interest in StormGUARDen (SG). MMSD is providing one StormGUARDen unit including all services necessary to install one StormGUARDen unit at each of the 20 municipalities participating in the MMSD green infrastructure (Green Solutions) program. This patent-pending device is a unique application of on-site stormwater management at the bottom of a building downspout to further the District's aim to "manage water where it falls". StormGUARDen allows roof runoff to be filtered through soil media and plant roots, and then slowly released to infiltrate into the ground, or captured for future use. StormGUARDen is an attractive public space improvement providing a replicable approach to rainfall management on public and private property. It can also help to implement community education of watershed management.

StormGUARDen helps the District meet it's 2035 Goals of capturing the first ½" of runoff from all hard surfaces and eliminate sewer overflows. StormGUARDen helps achieve goals for both combined and separated storm sewer systems by:

Benefits of StormGUARDen	Separate Storm Sewer System	Combined Sewer System
Manages a 3" rainfall event from up to 650 square feet of roof per downspout	X	X
Has the capacity of 7 rain barrels (350 gallons)	X	X
Allows for disconnection of downspouts per MMSD mandate		X
Reduces influent to the combined sewer which could decrease potentials for overflows		X
Reduces flows to storm sewer, providing decrease in roadway flooding	X	
Water is infiltrated, removing pollutants from reaching the surface	X	

water, helping to achieve local water quality goals.		
Reduces infiltration to sanitary sewers by moving rainfall flow 10' away from building foundations	X	
Manages runoff in winter months	X	X
Requires no special winterization	X	X

As MMSD's consultant on this project, Stormwater Solutions Engineering, LLC will provide:

- 1) Perform a site assessment of public buildings with each of the 20 municipalities in the green infrastructure program to evaluate best placement for a SG unit at each.
- 2) Hold an optional informational session with the municipal staff. We will work with MMSD to develop the MMSD-approved materials and presentation.
- 3) Assemble, transport and install one complete unit including plantings per each selected site.
- 4) Work with MMSD graphics team to develop signage, to guide visitors to the function and purpose of the device. This includes assisting the municipality in developing signage language specific to their mission, and install the signs at each SG location.
- 5) Perform one maintenance visit and distribute a maintenance requirements document.

We hope to perform all site assessments in May 2019 and installations in June and July 2019.

Please see our website www.StormGUARDen.com for more information, including a blog section that shows the StormGUARDen in action. If you have any questions, please call me at (414) 810-1245.

Sincerely, StormGUARDen LLC



Carrie Bristoll-Groll, P.E., CFM Owner/CEO

Enclosures

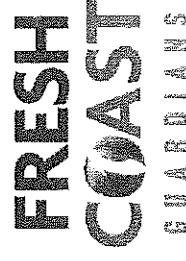
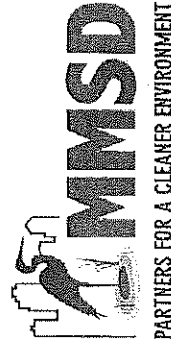
StormGUARDen Municipal Project

Nadia Vogt

MMSD Senior Project Manager

nvogt@mmsd.com

Carrie Bristol-Groll (PE, CFM)
Principal Civil Engineer/CEO of
Stormwater Solutions Engineering, LLC



Project Overview

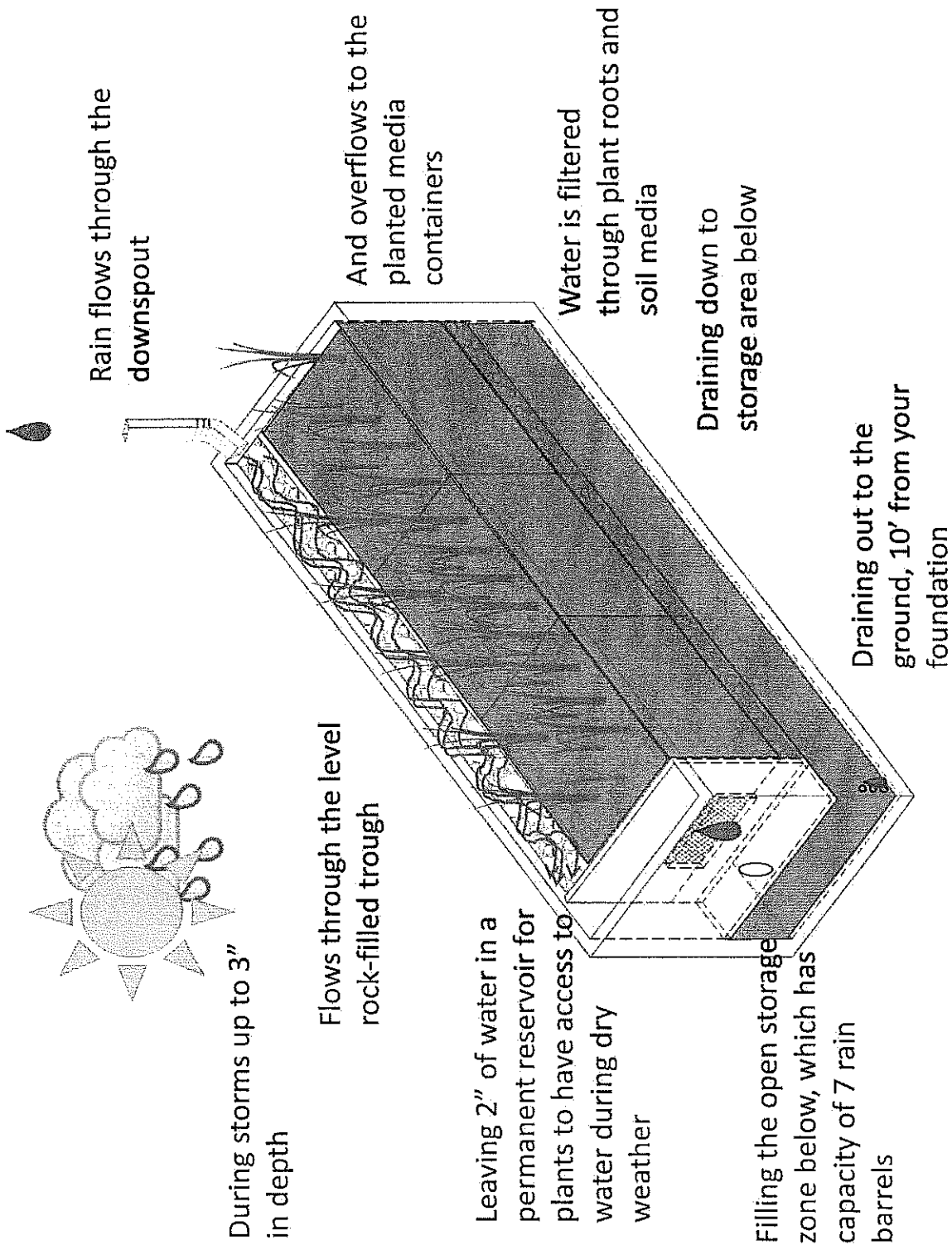
- In cooperation with each of the 20 participating GI communities, install one StormGUARDen unit
- Innovative stormwater management technique that holds the volume of 7 rain barrels
- Meets MMSD Regional Green Infrastructure Plan objectives

StormGUARDen™

- An attractive, low cost, low maintenance rainfall integration solution
- Planter style stormwater management combines bioswale and cistern in one footprint
- Recharges groundwater by allowing water to slowly drain to grade
- Manages varied storm flows through tiered outlet system



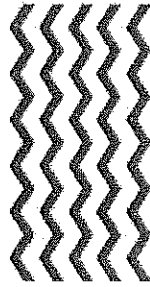
PATENT US 62/437-116



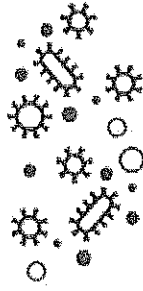
StormGUARDen™



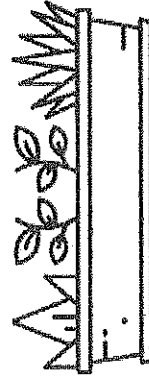
Captures and reduces flows from a 3" rain event



Removes bacteria and other rooftop pollutants



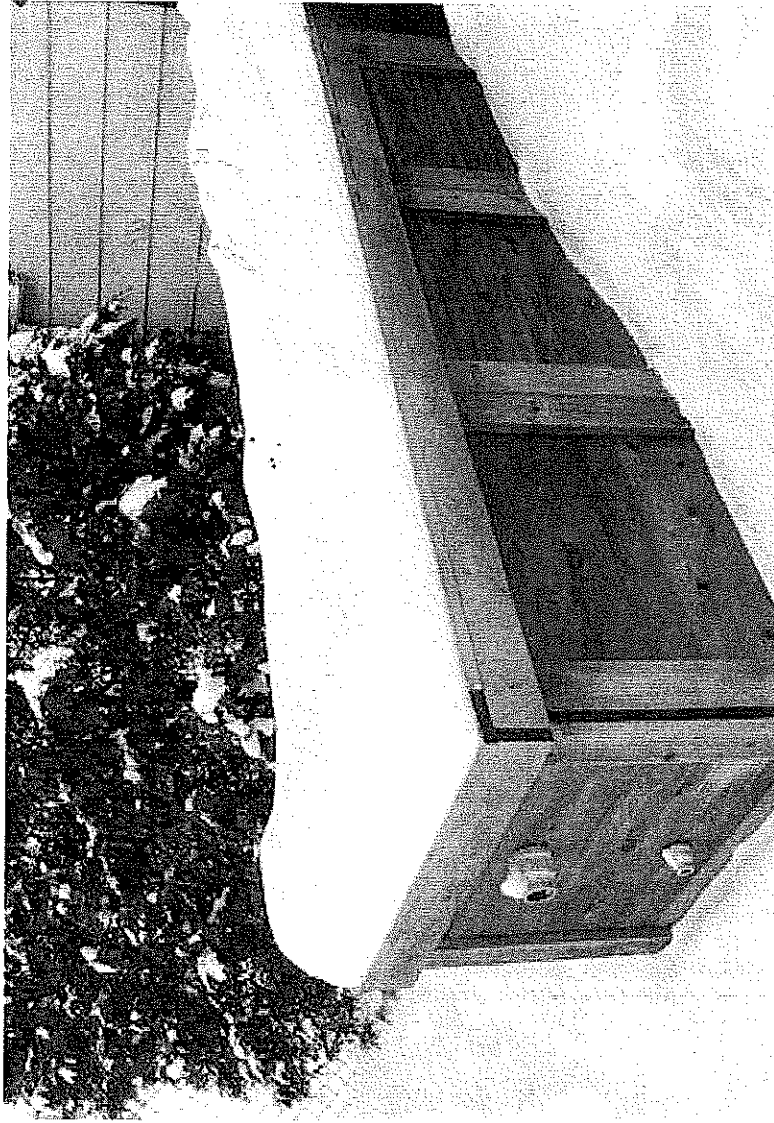
Grow a variety of plants, fruits and veggies

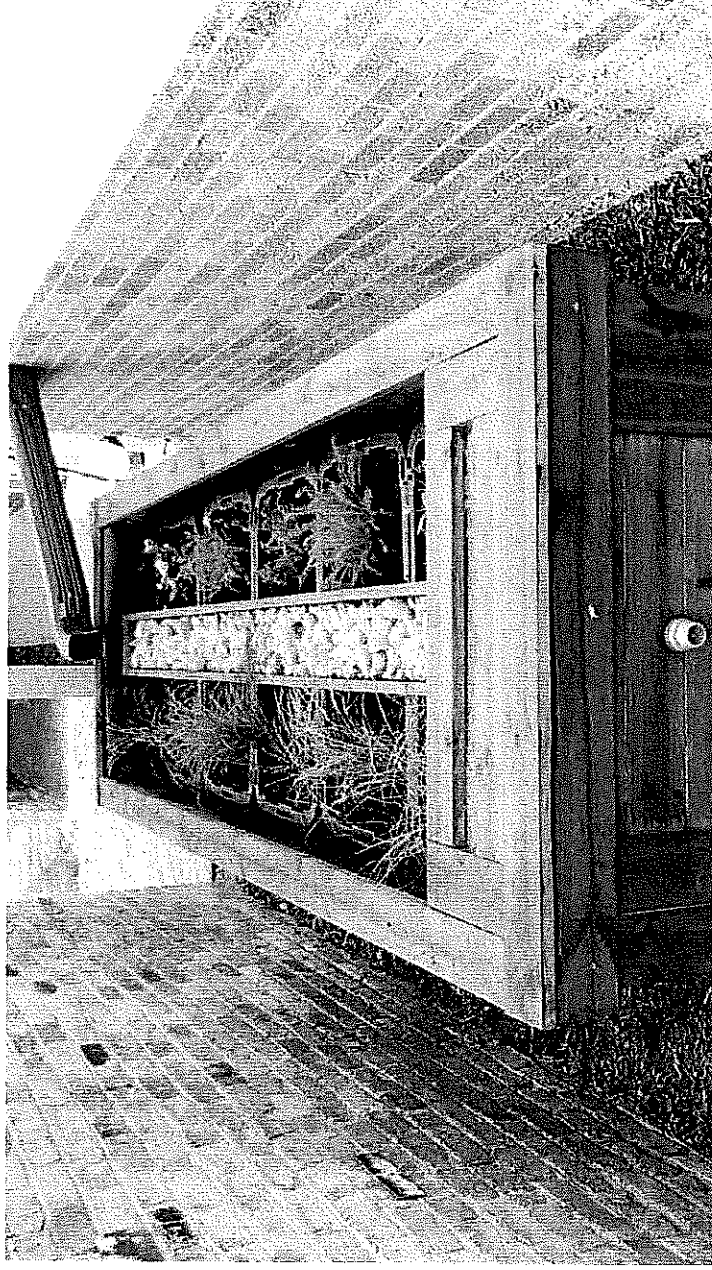


StormGUARDTM

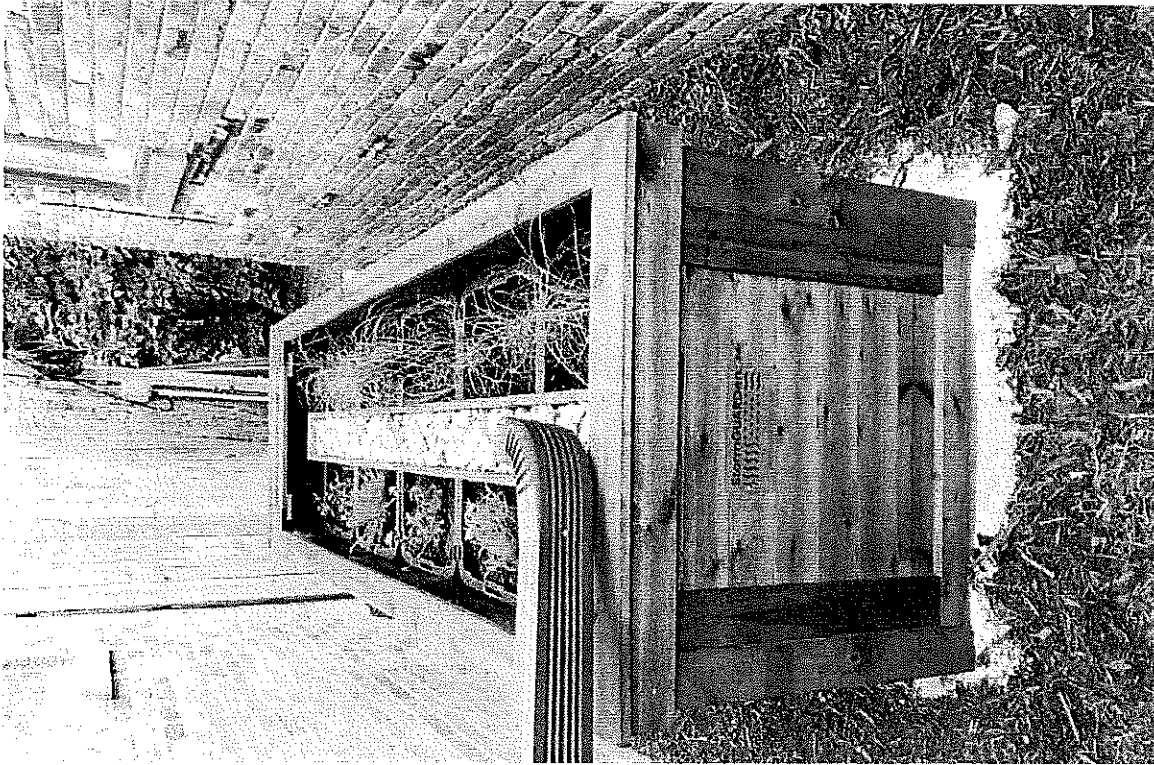
Made from durable,
weather resistant and
sustainable materials

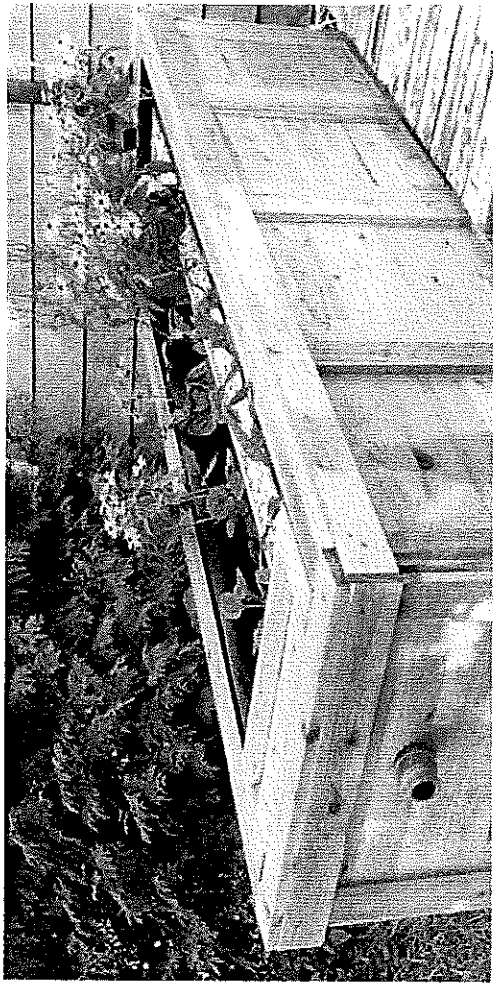
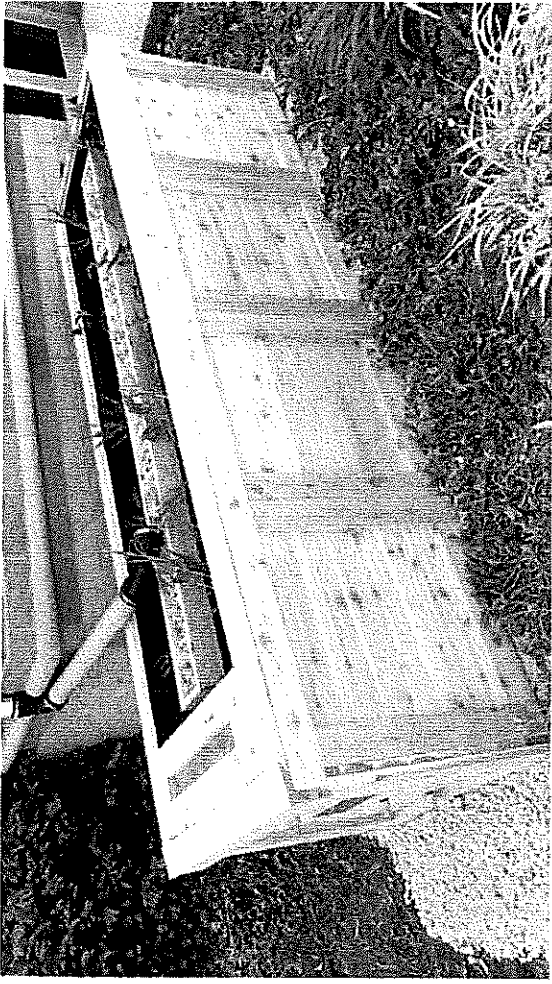
Functions through
winter conditions



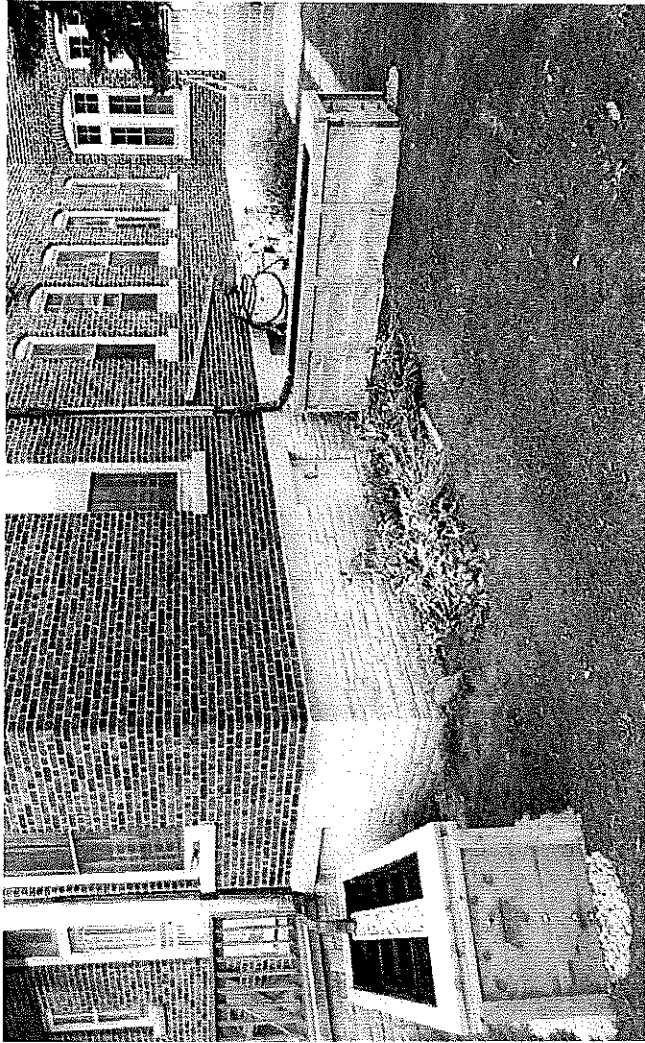


GREAT FOR LIMITED SPACE RETROFITS





COMMERCIAL APPLICATIONS



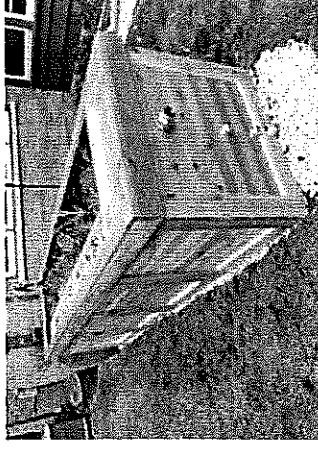
Scope & Schedule

- One StormGUARDen provided to each of the 20 municipalities in the GI Program
- March 2019-November 2019
- Free to municipalities
- Municipalities identify location or additional partner (e.g. library, fire house, village hall, etc.)

Scope & Schedule

April –May

- Municipalities perform self-assessment to identify potential StormGUARDen installation location (provided by SSE)
- SSE performs site assessments of public buildings with each of the municipalities (based on self-assessment) to evaluate best placement for a StormGUARDen unit
- Staff schedules installation date (4 hours total time)



Scope & Schedule

June-July

- Assemble, transport and install one complete unit, including plantings, per site
- Install MMUSD/municipal approved signage, to guide visitors to the function and purpose of the device. This includes assisting in developing signage language specific to the municipality.



Scope & Schedule

August

- Optional: Host education event for municipal staff, community members, etc. Event can be tailored by municipality but could include StormGUARDen demonstration, rain barrel workshop and give-away, or general stormwater management information

Late Fall

- Perform one maintenance visit and provide maintenance instructions



Next Steps

- SSE will send email requesting contact person
- Self-assessment will be sent
- ICA signed after formal SSE site visit

Questions? Comments?



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