

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/04/2020</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">UPDATE FROM DIRECTOR OF CLERK SERVICES ON USE OF BADGER BOOKS AT THE FEBRUARY 18, 2020 SPRING PRIMARY IN ALDERMANIC DISTRICT 4, ALDERMANIC DISTRICT 5 AND CENTRAL COUNT ABSENTEE PROCESSING</p>	<p>ITEM NUMBER</p> <p style="text-align: center;"><i>G.4.</i></p>

In 2017, Wisconsin Elections Commission staff began the development of an electronic poll book system to be used in polling place locations in Wisconsin on Election Day. The “Badger Book” is an electronic poll book software that is specific to Wisconsin election practices and statutes, and will be used in 76 municipalities during the Spring Primary. The Badger Book is the only electronic poll book software created with direct WisVote (statewide voter registration system) integration. Badger Books **DO NOT** use an internet connection. Prior to Election Day, data is downloaded from the voter registration system over an encrypted channel via a USB drive, and then transferred and loaded onto the devices. Badger Books are primarily used to check in voters, register voters on Election Day and process absentee ballots. Only the data necessary to run the election has been included (no birthdays or driver’s license data is on the electronic poll book, outside of what is recorded for an Election Day voter registration).

At the February 18, 2020 Spring Primary, the City of Franklin will begin a roll out of the use of Badger Books in Aldermanic Districts 4 and 5, along with processing of absentee ballots at Central Count at City Hall. For purposes of election administration by municipalities, the Wisconsin Elections Commission staff recommends the transition from paper poll books to electronic poll books occur as a roll out. Remaining Aldermanic Districts will begin using them at the August 11, 2020 Partisan Primary Election. The adopted Capital Equipment Budget included funds for the purchase of these devices.

This process is expected to increase efficiency at the polls by replacing paper poll books and pink slips, with the new technology also significantly speeding up the process for voters. Election officials will still check photo IDs, but the check-in process will now be done by the use of computers that, again, **ARE NOT** connected to the Internet (Paper poll books will be available to the poll workers for use only in the event of a power outage.) Badger Books will also provide a more streamlined process for new voter registrations on Election Day that reduces human error. In addition, Badger Books are not separated by alphabet or by ward, so voters can check-in at any machine in their polling location as long as they are in the correct Aldermanic District. This will eliminate the line for voters in one ward being longer than the line for voters in another ward.

COUNCIL ACTION REQUESTED

No action. Information only.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 4, 2020
REPORTS & RECOMMENDATIONS	Project Updates for Ballpark Commons	ITEM NUMBER <i>6.5.</i>

Representatives from Ballpark Commons will present an update on the development.

COUNCIL ACTION REQUESTED

No action requested. This presentation is only for providing updates on the Ballpark Commons project.

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/4/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>PURCHASE OF SQUAD CARS FOR THE POLICE DEPARTMENT</p>	<p>ITEM NUMBER</p> <p>6.6.</p>
<p>The Police Department requests purchasing 3 squad cars and related emergency equipment as requested and approved in the 2020 Budget.</p> <p>FISCAL IMPACT: \$193,500 as budgeted</p> <p>ACTION REQUESTED: A motion to approve the purchases of 3 squad cars for the police department</p>		

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/4/2020</p>
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<p>REPORTS & RECOMMENDATIONS</p>	<p>PURCHASE OF CAPITAL ITEMS FOR THE POLICE DEPARTMENT</p>	<p>ITEM NUMBER</p> <p><i>6.7.</i></p>
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The Police Department requests purchasing the following equipment as requested and approved in the 2020 Budget.

11 Motorola Radios - Up to \$50,000 (Budgeted amount). The expenditure is expected to be approximately \$47,000.

Watch Guard Squad Video System - \$17,760

ALPR Camera's - \$10,245

FISCAL IMPACT: \$78,005.00

ACTION REQUESTED: A motion to approve the purchase of radios, video system and cameras for the police department.

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/4/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>REQUEST FOR A MONDAY-FRIDAY PRIMARY RECORDS CLERK/EMERGENCY DISPATCHER POSITION</p>	<p>ITEM NUMBER</p> <p>G. 8.</p>
<p>Due to an increase in administrative clerical tasks, specifically open records and district attorney case preparation/e-referral, we are proposing that one (Existing) Emergency Dispatcher/Clerk be assigned as a Primary Records Clerk/Emergency Dispatcher Monday through Friday.</p> <p>Currently we have the Communications Supervisor and two dispatchers working with open records. The Communications Supervisor has been logging on average 20 hours per week, and the two dispatchers have been logging on average 10 hours per week working on open records responsibilities.</p> <p>Patrol officer(s) are responsible for putting together case folders including the needed forms, reports, videos etc. for misdemeanor and felony cases that are being referred to the Milwaukee County District Attorney's office. The court officer then has been responsible for all quality control, in regards to making sure the case folders are put together correctly with the needed forms, reports, videos etc. The court officer then responds downtown to present these cases to the Assistant District Attorney.</p> <p>By giving these open records and district attorney case preparation/ e-referral tasks to a Primary Records Clerk/Emergency Dispatcher, the department would benefit in several ways:</p> <ol style="list-style-type: none"> 1. One person can complete the work that is currently assigned to four other employees. 2. It would allow Communications Supervisor Manke more time to manage and supervise the communication center. 3. It would increase turnaround time for open records requests (from the time that the request is made to the time that the record(s) are distributed to the public). 4. Traditionally the arresting officer(s) have been responsible for preparing case folders for cases that need to be reviewed by the district attorney's office. This clerical type of work is not a good use of an officers time. Officers are needed to be available for calls for service, traffic enforcement etc. 5. With the inception of the Milwaukee County District Attorney's E-referral, the entire process has been placed heavily on the Court Officer. While the Court Officer has been able to handle the cases thus far, there have been times when it has been difficult i.e. when there have been in-custody cases. One issue has been the Court Officer's hours of work (7:45 am-3:45 pm), and scheduled vacation days off. With the Court Officer's work schedule, he has at times needed to come in early to prepare and e-refer the cases, thus causing overtime. Changing his hours of work is not a viable option, since the Assistant District Attorney(s) review cases at 8:30 am and again at 1:00 pm. 		

Examples of the responsibilities that would be given to the Primary Records Clerk/Emergency Dispatcher:

- Determine if open record requests can be released. Records that cannot be released would include, but not limited to open investigations; records involving juveniles where redaction of all juvenile information would compromise the integrity of the report or violate the confidentiality of the juvenile; medical/mental health cases.
- Making sure the open records request is fulfilled in its entirety as requested or providing statutory reasons for why it cannot.
- Redacting personal identifying information in documents of the case file for open record requests.
- Viewing requested video to ensure there is no personal identifying information; redacting if there is.
- Copying audio for phone and radio transmissions and redacting any personal identifying information.
- Fulfilling open records requests within 10-days of request/notifying requestor of the delay or denial.
- Ensure errors within the report, if any, are corrected prior to the release.
- Putting together case folders, including forms, reports, videos etc. for the DA's office.
- E-referring the cases to the District Attorney's office before 7:45 am when the court officer is scheduled to leave for the district attorney's office.
- Performing the following dispatch duties when necessary or available: monitoring telephones and radio in the dispatch center; answer all incoming calls, and ascertain nature of call, gather all necessary information to transmit or relay; dispatching police, fire, emergency medical service, and other response vehicles for emergency and non-emergency responses; broadcast nature, location, and time of incident; contact all required personnel and other local concerns such as the fire department in the event of an emergency situation; insure the presence of reserve units by contacting personnel designated for on-call; relay information as required.

On Monday, January 20, 2020, the Personnel Committee reviewed this position and is recommending its approval.

FISCAL IMPACT: None. This position will be compensated with the same yearly pay rate as current Dispatcher/Clerks (the hourly rate will be reduced as they will work 2080 hours/year instead of 2002 hours/year).

ACTION REQUESTED:

A motion to approve an existing dispatcher/clerk position be staffed Monday-Friday. And authorize the Human Resources Coordinator to modify the Civil Service Manual Section 10.1.2.2 consistent with this approval.

POLICE-CHIEF

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>2/4/2020</i></p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Request Council Approval to Allow the Fire Chief to Offer Enhanced Vacation and Sick Leave Allowances Pertaining to a Conditional Offer of Employment for the Position of Assistant Chief</p>	<p>ITEM NUMBER</p> <p style="text-align: center;"><i>G.9.</i></p>

The Fire Chief is requesting Common Council approval to extend an enhanced benefits package to a candidate for the Assistant Chief (Operations) position which would grant additional credit towards his vacation allowance and that includes a modest bank of sick leave hours to be available upon hire.

This candidate has a 25 year history as a fire service professional, the majority as a sworn officer, and the last seven as a Battalion Chief/Shift Commander on one of the largest and busiest fire departments in the area. He brings an extremely valuable combination of experience and knowledge, and is well- known throughout the region for his considerable technological expertise.

The Fire Chief requests that the council approve a bank of 80 hours of sick leave to be upon hire, with normal accrual commencing after six months (per employee handbook). In addition, the Fire Chief is requesting that consideration be given to his history of service to the County and region, and that he be extended the maximum (five weeks) vacation allowance, to be available to be taken as it accrues throughout the year.

This is largely a no-cost issue, as this is a non-shift administrative position that would not require fill-in if sick leave is used or vacation time taken. It should be noted that the candidate is not requesting any special consideration related to vesting into retiree health insurance, which would be a cost issue. Moreover, the recommended benefit package is more commensurate with the candidate's level of experience and expertise, and sends a strong message that the City of Franklin is committed to attracting, recruiting, and retaining the "best and brightest" in their field from across the region.

COUNCIL ACTION REQUESTED

Request approval to allow the fire chief to offer additional vacation (five weeks, as accrued), and Sick Leave (80 hours available at time of hire) as part of a conditional Offer of Employment for the position of Assistant Chief-Operations.

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02/04/2020</p>
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<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization to Purchase HP ProLiant Memory for Four VMWare Host Servers</p>	<p>ITEM NUMBER</p> <p><i>G.10.</i></p>
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The 2020 Information Services Capital Outlay budget includes \$11,200 of funding dedicated to the purchase of memory upgrades to four VMWare host servers. Two host servers are located at City Hall and two host servers are located at the Police Department. The four host servers run over fifty-three virtual machines that span across two data centers. Currently, the VMWare host servers are running at 85% memory utilization.

In order to guarantee that sufficient memory is available for current projects and anticipated growth, it is recommended that all host servers be taken up to at least 384 GB of RAM. This amount guarantees that a single host server can run all virtual servers for a data center, in the event that a paired host server becomes unavailable. Planned deployments of new virtual machines for the Microsoft Exchange, SQL, and GIS upgrade projects will require additional memory well above that which is currently available. Paragon Development Systems (PDS) was the original hardware vendor for all server and storage for the VMWare farms, hence they are currently maintaining all hardware contracts and warranties.

COUNCIL ACTION REQUESTED

Motion to authorize the IT Director to purchase 48 modules of memory for four VMWare host servers through Paragon Development Systems, Inc. at a total cost of \$10,128 as budgeted for in the 2020 Information Services Capital Outlay budget.



Paragon Development Systems, Inc.
 13400 Bishops Lane
 Suite 190
 Brookfield, Wisconsin 53005
 United States
 (P) 262-569-5300

Quote (Open)

Date Jan 28, 2020 08 49 AM CST	Expiration Date 02/27/2020
Modified Date Jan 28, 2020 08 49 AM CST	
Doc # 2075638 - rev 1 of 1	
Description HP DL 380 Memory Upgrades (32)	
SalesRep Rossi, Rod (P) 262-560-7092	
Customer Contact Matelski, James (P) 414-858-1100	

Customer
 City of Franklin (003235)
 Matelski, James
 9229 W Loomis Rd
 Franklin WI 53132
 United States
 (P) 4148581100

Bill To
 9229 W Loomis Rd.
 Franklin, WI 53132
 United States
 (P) 4148581100

Ship To
 Receiving, Shipping
 9229 W Loomis Rd
 Franklin, WI 53132
 United States

Payment Method
 Terms Net 30

Customer PO:

Terms:
 Net 30

Ship Via:
 FedEx Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	32GB (1x32GB) 2Rx4 DDR4-2400 Registered Kit Hewlett Packard Enterprise - pds # 678890	805351-B21	48	\$211 00	\$10,128 00

Quote does not include shipping charges

Subtotal: \$10,128.00
 Tax (0.000%) \$0 00
 Shipping \$0 00
Total: \$10,128.00

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS's Terms & Conditions which can be viewed at <http://www.shoppds.com/termsforsale.aspx>

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3% Convenience Fee at the time of invoicing

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to the recent tariffs imposed on China

While we will make every effort to update you with any changes as they arise we are unable to guarantee pricing This situation is not unique to PDS and likely has impact across most technology manufacturers

Please contact your sales team with additional questions

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<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">REVIEW OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FRANKLIN AND STANTEC CONSULTING SERVICES INC. FOR QUARRY MONITORING SERVICES FOR 2020</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.11.</i></p>

INTRODUCTION

Since 2012, the City has hired a consultant to conduct monitoring of the quarry. Pursuant the quarry PDDs (23 and 24), certain expenditures for quarry monitoring may be off-set by matching revenues from the Payne and Dolan quarry operator. According to the 2020 City's budget, the amount allocated for Quarry Monitoring Services (Item 5218) is \$46,500.

The Quarry Monitoring Committee (QMC) reviewed and discussed changes to this agreement at the October 30 and November 14, 2019, regular meetings. The Contractor submitted a proposal on November 19, 2019, including changes proposed by the QMC, an overview of these changes is hereby attached.

On December 12, 2019 the Quarry Monitoring Committee carried *a motion to recommend the Professional Services Agreement for calendar year 2020 for Common Council approval as presented in Exhibit A*

The proposed draft Professional Services Agreement with Stantec Consulting Services Inc. is hereby attached along with Exhibit "A" Quarry Monitoring Services Scope of Work and Associated Cost

CONTRACT SUMMARY

It can be noted that this would be the eighth consecutive year such a contract has been entered into with Stantec Consulting Services Inc. for quarry monitoring services. Similar to previous years, this contract includes blast monitoring services, onsite operations monitoring, and an end-of-year report

Section VIII.A has been amended as requested by the Contractor, the term of the agreement would be from January 1 to December 31, 2020, rather than eleven months from receipt of a Notice to Proceed.

COUNCIL ACTION REQUESTED

Motion to approve the Quarry Monitoring Professional Services Agreement with Attachment A containing service details and costs as provided by Stantec Consulting Services Inc., and to authorize staff to enter into said agreement not to exceed \$46,500 subject to technical corrections by staff and the City Attorney

-or-

Such other action as the Common Council may determine.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "AGREEMENT"), made and entered into this 30th day of January, 2020, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "the CITY") and Stantec Consulting Services Inc. (hereinafter "the CONTRACTOR"), whose principal place of business is 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092.

WITNESSETH

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

WHEREAS, in the judgment of the CITY, it is necessary and advisable to employ the CONTRACTOR in connection with providing quarry monitoring services, as described in Attachment A, for the City of Franklin.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. The CONTRACTOR shall provide services to the CITY for the quarry monitoring activities specified in Attachment A, which is attached and incorporated herein by reference.
- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the City for each such type of use.
- C. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express agreements may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR, as set forth in Attachment A, for and in consideration of the performance of Services as set forth in Attachment A, except as such services and fees may otherwise be amended in accordance with and as provided for by the terms of this AGREEMENT.

- A. The CONTRACTOR shall invoice the CITY at least quarterly but not more than once monthly for and following performance of services and delivery of required reports to the CITY. The invoice shall include base costs and any adjustment for additional services as provided for herein. The CITY shall pay any undisputed invoices within 30 days of receipt. Alternatively, the CITY shall notify the CONTRACTOR of any dispute to an invoice, and the nature of the dispute, within 30 days of receipt of the invoice.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Services without written authorization from the CITY to perform work over and above that described in this original AGREEMENT, including Attachment A.
- C. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's Planning Manager or designee. This Subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the scope of work required to be performed by the CONTRACTOR under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. Following execution the City shall return a copy to the CONTRACTOR. Should any such changes be made, an equitable adjustment (based upon fees, costs, and rates set forth in Attachment A and/or CONTRACTOR's original written response to the RFP, where applicable) will be made to compensate the CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by the CONTRACTOR for adjustments hereunder must be made to the CITY in writing no later than forty-five (45) days after receipt by the CONTRACTOR of notice of such changes from the CITY.

IV. ASSISTANCE AND CONTROL

- A. Michael Roznowski, Principal, will serve as Project Manager and will coordinate the work of the CONTRACTOR, and will be solely responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT.
- B. Régulo Martínez-Montilva, Associate Planner, will serve as the representative of the City for all issues relating to administration of this AGREEMENT

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all work approved and completed up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in CONTRACTOR'S original response to the RFP) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY.

VI. INSURANCE

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

- A. Limit of General/Commercial Liability \$2,000,000
- B. Automobile Liability: Bodily Injury/Property Damage \$1,000,000
- C. Excess Liability for General Commercial or Automobile Liability \$3,000,000
- D. Worker's Compensation and Employers' Liability \$500,000 or per statute

E. Professional Liability whichever is greater
\$1,000,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and the CITY's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CONTRACTOR or the CONTRACTOR's officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR's services under this AGREEMENT.
- B. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY's officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, the CONTRACTOR's total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR's negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals.
- D. Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to be entitled to and/or to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TERM AND TIME FOR COMPLETION

- A. The term of this agreement shall be from January 1 to December 31, 2020, regardless of the receipt date of the Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for the twelve calendar months of 2020. In addition, the terms also anticipates the 4th quarter 2020 (October – December) report and presentation be provided during February 2021.
- B. In order to enable the City to evaluate its complete quarry monitoring program and to consider altering the scope of work required for future years, the term may be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR. Each such subsequent term may also be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR.
- C. The CONTRACTOR shall commence immediately upon receipt of a Notice to Proceed, not to exceed 30 days from the date approved by the Common Council.

IX. DISPUTES

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

X. RECORDS RETENTION

The CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of not less than three (3) years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

XI. CONFLICT OF INTEREST

The nature of this project requires an impartial, unbiased approach on the part of the CONTRACTOR. The CONTRACTOR shall not, during the performance of these services, engage in any other professional relationship or representation that would create any type of conflict or conflict of interest with regard to the consulting services provided hereby to and for the CITY.

Further, the CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a review and written approval by the CITY is required for the CONTRACTOR to continue to perform work under this AGREEMENT.

XII. PROFESSIONALISM

The CONTRACTOR stipulates that the same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

XIII. PURSUANT TO LAW

Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

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

CITY OF FRANKLIN, WISCONSIN

CONTRACTOR Stantec Consulting Services, Inc

BY _____

BY Michael B Roznowski

PRINT NAME Stephen R. Olson

PRINT NAME Michael B Roznowski

TITLE Mayor

TITLE Senior Principal

DATE _____

DATE January 30 2020

BY _____

BY _____

PRINT NAME Sandra L Wesolowski

PRINT NAME _____

TITLE City Clerk

TITLE _____

DATE _____

DATE _____

BY _____

BY _____

PRINT NAME Paul Rotzenberg

PRINT NAME Jesse Wesolowski

TITLE Director of Finance and Treasurer

TITLE City Attorney

DATE _____

DATE _____

EXHIBIT A

QUARRY MONITORING SERVICES

SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2020.

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
Operations Monitoring	daily	\$700	10	\$7,000	Visual assessments around quarry perimeter, concentrating on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds.
Blast Monitoring	monthly	\$1,800	12	\$21,600	Stantec will provide remote vibration monitoring by using Nomis Seismographs. We plan to subcontract Sauls Seismic to assist with this scope of work. Two separate seismographs will be installed, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at 7301 S. 51st Street and 5800 W. Allwood Drive. Each monitor will be provided with an enclosure and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a solar panel. All maintenance/repair and annual calibration of seismographs are included. This type of configuration will provide continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet. No written reports or summaries will be provided monthly.
Exceptional Blast Complaint Evaluation	Per City request	\$900	3	\$2,700	For unusual blast events (e.g., those resulting in multiple complaints), at the City's request, Stantec will prepare a brief summary report describing: <ul style="list-style-type: none"> • seismic data from both Stantec and Payne & Dolan placed monitors • weather conditions (wind direction and speed) the day of the complaint • a figure showing locations of blast along with location of complaints
Quarterly Reports and Presentation	Quarterly (May, August, November 2020, and February 2021)	\$3,575	4	\$14,300	Stantec will prepare a quarterly report (to be distributed/presented as part of the regularly scheduled Quarry Monitoring Committee meetings) describing: <ul style="list-style-type: none"> • Operations monitoring completed in prior quarter • Blast monitoring completed in prior quarter (summary of blasting data, comparing the Payne & Dolan unit recordings, to the Stantec unit recordings) <ul style="list-style-type: none"> o Citizen complaints received by the City of Franklin in prior quarter <ul style="list-style-type: none"> o For off-site dust complaints <ul style="list-style-type: none"> ▪ weather conditions (wind direction and speed) the day of the complaint o For off-site seismic complaints <ul style="list-style-type: none"> ▪ seismic data from both Stantec and Payne & Dolan placed monitors ▪ weather conditions (wind direction and speed; temp.; humidity, precipitation) the day of the complaint o a figure showing locations of blasts along with location of complaints The February 2021 quarterly report and presentation will also summarize the operations and blast monitoring, along with complaint evaluations, completed during calendar year 2020. This annual report is not meant to repeat what has already been provided in the prior quarterly reports, rather, it is intended to be a brief summary.
TOTAL (compared to budget):				\$46,500	

Note: The number of Exceptional Blast Complaint Evaluations is estimated, since the exact number cannot be determined at this time. In addition, based on prior years Stantec is estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined and agrees not to exceed the approved budget without prior approval.

Regulo Martinez-Montilva

From: Roznowski, Mike <Mike.Roznowski@stantec.com>
Sent: Tuesday, November 19, 2019 10:54 AM
To: Regulo Martinez-Montilva
Cc: Joel Dietl, Gunderson-Inden, Kristen
Subject: Stantec Quarry Monitoring Quote for 2020
Attachments: stantec_franklin_quarry_mntg_scope_of_work_2020_final.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Régulo,

Attached is Stantec's suggested scope of work and fees to continue the quarry monitoring work for 2020. Please forward to the Quarry Committee members as appropriate.

This is a brief overview of a few of the changes. More detail is in the handout itself.

- The monthly blast monitoring fee was reduced from \$2,945 to \$1,800, since we eliminated the monthly letter report.
- We added a quarterly report and presentation at the May, August, November 2020 and February 2021 Committee meetings. The scope will include the results of the Operational (dust) Monitoring, the blast monitoring for the full period prior, along with an evaluation of citizen complaints (if blast compliant will provide blast data along with a figure/map indicating location of blast vs. location of complaint).
- We added an "Exceptional Blast Complaint Evaluation" to allow us to quickly provide a brief report showing blast data along with a figure/map indicating location of blast vs. location of complaint. We budgeted for three of these events. If we need to do more we can simply eliminate an Operations Monitoring visit.
- The Operations Monitoring fee remains the same. However we increased the number of visits from 9 to 10 as requested. We may be able to do more if there are less than three "Exceptional Blasts" to evaluate.

It's important to note that the exact number of Exceptional Blast Complaint Evaluations cannot be determined at this time, and Stantec is also estimating approximately 25 different blasts will result in complaints needing to be evaluated as part of the quarterly reports and presentations. Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined, and agrees not to exceed the approved budget without prior approval.

Let me know if anyone has any questions. Thanks.

Mike Roznowski, CHMM

Principal
Direct 920 278-3200 / Mobile 920 655-1852
Fax 920 592-8444 / Mike.Roznowski@stantec.com

Stantec Consulting Services Inc.
1165 Scheuring Road, De Pere WI 54115-1001



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CERTIFICATE OF LIABILITY INSURANCE

5/1/2020

DATE (MM/DD/YYYY)

4/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME		
	PHONE (A/C, No, Ext.)	FAX (A/C, No)	
INSURED 1415077 STANTEC CONSULTING SERVICES INC 370 INTERLOCKEN BLVD SUITE 300 BROOMFIELD CO 80021-8012	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A	Berkshire Hathaway Specialty Insurance Company	22276
	INSURER B	Travelers Property Casualty Co of America	25674
	INSURER C		
	INSURER D		
	INSURER E		

COVERAGES CERTIFICATE NUMBER: 14532221 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	47-GLO-307584	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2019 5/1/2019 5/1/2019	5/1/2020 5/1/2020 5/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	47-UMO-307585	5/1/2019	5/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2019 5/1/2019	5/1/2020 5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE FRANKLIN QUARRY MONITORING SERVICES - STANTEC PROJECT# 193703639 THE CITY OF FRANKLIN IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER 14532221 CITY OF FRANKLIN 9229 WEST LOOMIS ROAD, FRANKLIN WI 53132	CANCELLATION See Attachments SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Notification to Others of Cancellation

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer No	Add'l Prem	Return Prem
47-GLO-307584	5/1/2019	5/1/2020				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Those persons and organizations as stated in a certificate of	30
Insurance, on file with the insurer, as of the date of	
Cancellation.	

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: TC2J-CAP-8E086819; TJ-BAP-8E086820; TC2J-CAP-8E087017

IL T4 00 12 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY - NOTICE OF
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

**CANCELLATION
30**

NUMBER OF DAYS NOTICE OF CANCELLATION:

**NONRENEWAL
NONRENEWAL: 30**

NUMBER OF DAYS NOTICE OF

PERSON OR ORGANIZATION: Where Required By Written Contract

ADDRESS:

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

IL T4 00 12 09

Notification to Others of Cancellation

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End.	Producer No	Add'l Prem	Return Prem
47-UM0-307585	5/1/2019	5/1/2020				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Those persons and organizations as stated in a certificate of	30
Insurance, on file with the insurer, as of the date of	
Cancellation.	

All other terms and conditions of this policy remain unchanged

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 06 R3 (00)

POLICY NUMBER: TC2J-UB-8E08592 (AOS); TRJ-UB-8E08593 (MA, WI)

**NOTICE OF CANCELLATION
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX - CONDITIONS:**

Notice of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, delivery or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:

WHERE REQUIRED BY WRITTEN CONTRACT.

Number of Days Notice: 30

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



CERTIFICATE OF LIABILITY INSURANCE

10/1/2020

DATE (MM/DD/YYYY)

9/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME _____	
	PHONE (A/C, No., Ext.) _____	FAX (A/C, No.) _____
E-MAIL ADDRESS _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1414100 STANTEC CONSULTING SERVICES INC 370 INTERLOCKEN BLVD SUITE 300 BROOMFIELD CO 80021-8012	INSURER A Berkshire Hathaway Specialty Insurance Company	22276
	INSURER B AIG Specialty Insurance Company	26883
	INSURER C	
	INSURER D	
	INSURER E	
INSURER F		

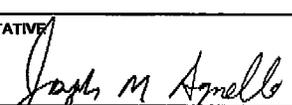
COVERAGES **CERTIFICATE NUMBER:** 14180680 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2019	10/1/2020	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE FRANKLIN QUARRY MONITORING SERVICES - STANTEC PROJECT# 193703639

CERTIFICATE HOLDER**CANCELLATION** See Attachment

14180680 CITY OF FRANKLIN 9229 WEST LOOMIS ROAD, FRANKLIN WI 53132	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE 
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Policy No: 47-EPP-308810 , NO RETROACTIVE DATE
Named Insured: See Attached Certificate
PROFESSIONAL LIABILITY
NOTICE OF CANCELLATION FOR THIRD PARTIES

This contract is amended as follows:

In consideration of the premium charged, it is hereby understood and agreed as follows:

(1) Underwriters authorize [Lockton Companies/BFI, Canada] the ("Certificate Issuer") to issue **Certificates of Insurance** at the request or direction of the Insured. It is expressly understood and agreed that, subject to Paragraph (2) below, any **Certificate of Insurance** so issued shall not confer any rights upon the Certificate Holder, create any obligation on the part of the Underwriters, or purport to, or be construed to, alter, extend, modify, amend, or otherwise change the terms or conditions of this Policy in any manner whatsoever. In the case of any conflict between the description of the terms and conditions of this Policy contained in any **Certificate of Insurance** on the one hand, and the terms and conditions of this Policy as set forth herein on the other, the terms and conditions of this Policy as set forth herein shall control.

(2) Notwithstanding Paragraph (1) above, such **Certificates of Insurance** as are authorized under this endorsement may provide that in the event the Underwriters cancel or non-renew this Policy or in the event of a **Material Change** to this Policy, Underwriters shall mail written notice of such cancellation, non-renewal, or **Material Change** to such Certificate Holder 30 days prior to the effective date of cancellation, non-renewal, or a **Material Change**, but 10 days prior to the effective date of cancellation in the event the Assured has failed to pay a premium when due. The Insured shall provide written notice to the Underwriters of all such Certificate Holders, if any, specified in each **Certificate of Insurance** (i) at inception of this Policy, (ii) 90 days prior to expiration of this Policy, or (iii) within 10 days of receipt of a written request from Underwriters. Underwriters' obligation to mail notice of cancellation, non-renewal, or a **Material Change** as provided in this paragraph shall apply solely to those Certificate Holders with respect to whom the Assured has provided the foregoing written notice to the Underwriters.

(3) It is further understood and agreed that Underwriters' authorization of the Certificate Issuer under this endorsement is limited solely to the issuance of **Certificates of Insurance** and does not authorize, empower, or appoint the Certificate Issuer to act as an agent for the Underwriters or bind the Underwriters for any other purpose. The Certificate Issuer shall be solely responsible for any errors or omissions in connection with the issuance of any **Certificate of Insurance** pursuant to this endorsement.

(4) As used in this endorsement:

(1) **Certificate of Insurance** means a document issued for informational purposes only as evidence of the existence and terms of this Policy in order to satisfy a contractual obligation of the Assured.

(2) **Material Change** means an endorsement to or amendment of this Policy after issuance of this Policy by the Underwriters that restricts the coverage afforded to the Assured.

All other terms and conditions remain unchanged.

City of Franklin, WI
 Planning - Dept 621

GL NUMBER	DESCRIPTION	2020 MAYOR'S RECOM BUDGET	2020 DEPT REQUEST BUDGET	2019 PROJECTED ACTIVITY	2019 ORIGINAL BUDGET	2018 ACTIVITY	2017 ACTIVITY
01-0621-5425 **	CONFERENCES & SCHOOLS	4,000	4,000	3,500	4,000	3,750	1,839
01-0621-5432 **	MILEAGE	1,000	1,000		1,000		
01-0621-5433 **	EQUIPMENT RENTAL	8,500	8,500	2,000	8,500	1,556	1,697
	NET OF REVENUES/APPROPRIATIONS - SERVICES €	(22,250)	(22,250)	(11,500)	(22,250)	(11,110)	(10,830)
	Total Planning	(433,630)	(456,298)	(416,050)	(449,845)	(376,068)	(391,844)

* NOTES TO BUDGET: DEPARTMENT 0621 PLANNING

5218 QUARRY MONITORING SERVICE

FOOTNOTE AMOUNTS:

43,000

Since 2012, the City has hired a consultant to conduct monitoring of the quarry. Pursuant to the quarry PDDs, certain expenditures for quarry monitoring may be off-set by matching revenues from the Payne & Dolan quarry operator.

5223

FILING FEES

FOOTNOTE AMOUNTS:

200

200

This line item is for recording documents at the Milwaukee County Register of Deeds Office.

5242

EQUIPMENT MAINTENANCE

FOOTNOTE AMOUNTS:

3,500

3,500

1,500

New for 2019, this line item includes an estimated \$1,500 for annual maintenance of the proposed MapLink zoning map/zoning code GIS product. This line item also includes the cost of the copier/printer user charges and service calls.

5421

OFFICIAL NOTICES/ADVERTISING

FOOTNOTE AMOUNTS:

4,250

4,250

4,000

This line item is primarily for notices published in the newspapers. Notices will likely be required as new development projects are approved by Common Council

5422

SUBSCRIPTIONS

FOOTNOTE AMOUNTS:

3,000

3,000

500

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>February 4, 2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Consider approval of 2020 contracts for Planning Department professional services including but not limited to development and plan review services, site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department.</p>	<p>ITEM NUMBER</p> <p><i>6.12.</i></p>

BACKGROUND:

In 2019 contracts were executed between the City of Franklin and three local planning firms to provide additional professional services for the City Planning Department. Each contract was capped at \$10,000 for each of the three firms, Wrayburn Consulting, LLC, Graef-USA, Inc., and Vandewalle and Associates, Inc. These funds have been expended and the Planning Department is prepared to execute new contracts with all three firms for 2020 planning services.

FISCAL IMPACT:

\$30,000 has been budgeted within the Planning Department for renewal of the three contracts for 2020. There is no additional fiscal impact.

COUNCIL ACTION REQUESTED

Approve contracts with the same three local planning firms for 2020 professional planning services for the City of Franklin Planning Department or other action as Common Council deems appropriate.

A G R E E M E N T
between
the City of Franklin and
Vandewalle & Associates Inc.
for Professional Planning and Development Service

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and Vandewalle & Associates Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 120 East Lakeside Street, Madison WI, 53715.

W I T N E S S E T H

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

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONTRACTOR to provide support staff for general planning and zoning services, development and plan review services, and customer and inquiry services;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. The CONTRACTOR shall provide services to the CITY for development and plan review services, including but not limited to items such as site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department. Additionally, services also include all general planning services such as, but not limited to, site visits, presentation at meetings of boards and commissions and the Common Council, customer support, and assisting individuals in understanding and following the Unified Development Ordinance, applications, and code and application processes and requirements.

This Agreement covers multiple assignments of tasks. Generally each such assignment will be set forth in a separate "Scope of Task Assignment" memo (MEMO) identifying the nature and scope of the project, the form and nature of the final product, and the timeline, deadline(s), or benchmarks. The MEMO may also include any caps as to hours worked with or without additional authority or any additional instructions or parameters as deemed appropriate for the project. On lines so provided at the end of each MEMO, each MEMO shall be executed by the Planning Manager on behalf of the CLIENT and by the CONTRACTOR's Project Manager. The subject line for each MEMO shall be sequentially numbered and have a broad summary title, for example "Scope of Task Assignment #1 – Acme Development Site Plan." Distinct from termination of the AGREEMENT, the CITY, at the determination of the Planning Manager, reserves the right to withdraw or modify any such assignment of tasks, subject to the requirement that the CITY pay the CONTRACTOR for any work already performed on such assignment.

- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.
- C. The CONTRACTOR may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.
- D. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to (if allowed for herein), the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express AGREEMENTS may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR, for and in consideration of the performance of Basic Services described herein and as to be set forth in MEMOs, at \$90 per hour, except for Special Service Rates. Special Service Rates, as set forth in Attachment A may be charged against a MEMO. The following terms apply.

- A. The CONTRACTOR may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed, to substantiate the invoice. The CITY agrees to pay the CONTRACTOR's invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services, which is inclusive of all expenses, without written authorization from the CITY to perform work over and above that described in the original AGREEMENT.
- C. The cost of all services (and reimbursable mileage) to be provided under this agreement shall not exceed \$10,000, without amendment of this agreement.
- D. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's representative identified in Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.
- E. CONTRACTOR will provide up to one complimentary round trip between the Milwaukee Office and City Hall if needed. Additional trips will be charged at a flat rate of \$82.50 for time and mileage.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the Basic Services required to be performed by the CONTRACTOR and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the CONTRACTOR to finalize acceptance of the change order. Any claim by the CONTRACTOR for an adjustment hereunder that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the CONTRACTOR of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

IV. ASSISTANCE AND CONTROL

- A. Calli Berg, Interim Planning Manager, acting on behalf of the CITY, will be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONTRACTOR.
- B. The CITY will timely provide the CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The CONTRACTOR will appoint, subject to the approval by the CITY, Jackie Mich, Principal, as the CONTRACTOR's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

V. TERMINATION

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

- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the CONTRACTOR'S original proposal) or such similarly qualified staff as determined by the CITY may lead to termination of the agreement, as determined by the CITY

VI. INSURANCE

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

A. General/Commercial Liability	\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate CITY shall be named as an additional insured on a primary, non-contributory basis.
B. Automobile Liability	\$1,000,000 combined single limit
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	\$2,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in "A"
D. Worker's Compensation and Employers' Liability	CONTRACTOR shall maintain at levels as required by the State of Wisconsin
E. Errors and Omissions (Professional Liability)	\$1,000,000 per claim \$1,000,000 annual aggregate

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability.

If said policies are thereafter canceled, permitted to expire, or changed, the CONTRACTOR shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONTRACTOR, nor the CONTRACTOR'S subcontractors, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to, those contained within Wisconsin Statutes §893.80, §895.52, and §345.05. To the extent that indemnification is available and enforceable, neither the CITY nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.
- B. The CONTRACTOR warrants each of the following:
 - 1. No document(s) used for the project requires the CITY or its insurer to indemnify and/or hold harmless any party to the contract for any reason.
 - 2. No document(s) used for the project requires the CITY or its insurer to waive subrogation for any liability, workers compensation or property policy.
 - 3. The documents used for the project shall not contain any wording limiting the financial responsibility of the CONTRACTOR.
- C. The CONTRACTOR shall well and truly save and indemnify and keep harmless the CITY against all liability, judgments, costs and expenses, which may in any way result from the carelessness or neglect of the said CONTRACTOR, or the agents, employees or workmen of said CONTRACTOR in any respect whatsoever.

VIII. TIME FOR COMPLETION

The CONTRACTOR shall commence work promptly and diligently upon execution of this AGREEMENT. Additionally, the CONTRACTOR shall adhere to specific task timeframes as may be set forth in MEMOs associated with the AGREEMENT.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

- A. **Professionalism:** The CONTRACTOR stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. **Pursuant to Law:** Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. **Conflict of Interest:** The CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CITY review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT. Additionally, the CONTRACTOR shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

VANDEWALLE & ASSOCIATES, INC.

Stephen R. Olson, Mayor Dated

BY: _____ Dated

Sandra L. Wesolowski, City Clerk Dated

PRINT NAME: _____

TITLE: _____

Paul Rotzenberg, Director of Finance And Treasurer Dated

BY: _____ Dated

PRINT NAME: _____

TITLE: _____

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney And Treasurer Dated

BY: _____ Dated

PRINT NAME: _____

TITLE: _____

Attachment A

Special Service Rates

Basic Services are being provided by Jackie Mich, Ben Rohr, and Mara Redding at the contract rate of \$90/hour.

Scott Harrington, Mike Slavney, and Elona Bartnick may provide additional services at “Special Service Rates” of \$180/hour in accordance with the AGREEMENT for a maximum time of two hours per month in total for all of the individuals listed below. Should additional time be needed, the CONTRACTOR will secure pre-authorization, including the amount to be billed on a time and materials basis, from the CITY.

A G R E E M E N T

This AGREEMENT, made and entered into this ____ day of January, 2020, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Wrayburn Consulting, LLC (hereinafter "CONTRACTOR"), whose principal place of business is 2000 Fairhaven Boulevard, Elm Grove, Wisconsin, 53122.

W I T N E S S E T H

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

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for development and plan review services, including but not limited to items such as site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, subdivision plats, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department. This Agreement covers multiple assignments of tasks, each of which shall be set forth in a separate "Scope of Task Assignment" memo (MEMO) identifying the nature and scope of the project, the form and nature of the final product, and the timeline, deadline(s), or benchmarks. The MEMO may also include any caps as to hours worked with or without additional authority or any additional instructions or parameters as deemed appropriate for the project. On lines so provided at the end of each MEMO, each MEMO shall be executed by the Planning Manager on behalf of the CLIENT and by the signatory below on behalf of the CONTRACTOR. The subject line for each MEMO, shall be sequentially numbered and have a broad summary title, for example "Scope of Task Assignment #1 – Acme Development Site Plan."
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies; however, such designation shall not restrict the CLIENT from engaging other consultants or employees for similar services and granting such similar representative authority. CONTRACTOR may not employ the services of outside consultants and subcontractors to complete work under this AGREEMENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of the CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express

AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR \$90.00 per hour for and in consideration of the performance of services further described in each MEMO, with a not to exceed limit of \$10,000 per Scope of Task Assignment, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a per-MEMO basis. CLIENT agrees to pay CONTRACTOR's undisputed invoice within 30 days of invoice date for all approved work.
- B. In addition to the hourly rate above, the CONTRACTOR may invoice and receive reimbursement for itemized charges for materials or other direct charges paid for by the CONTRACTOR provided the allowance of and parameters for such charges are incorporated into the MEMO.
- C. For services rendered, invoices will include a report that clearly states the hours and type of work completed and the fee earned for the MEMO services being invoiced.
- D. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee limitations or parameters identified in any MEMO to perform work over and above that described in each MEMO, unless a separate MEMO is executed.
- E. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (10) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (10) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.
- F. Travel time to City Hall is not chargeable time.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Calli Berg, Interim Planning Manager, will be responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with information in its possession and reasonably available concerning PROJECT as mutually deemed necessary and pertinent.

- C. CONTRACTOR will appoint Nick Fuchs as CONTRACTOR's Principal for all services provided here under.

V. TERMINATION

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

VI. INSURANCE

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

Limit of Professional Liability, including Errors and Omissions	\$1,000,000
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CONTRACTOR acknowledges that CONTRACTOR is not serving as an employee to the CLIENT and that the City does not provide and is under no obligation to provide CONTRACTOR or any of CONTRACTOR'S employees, agents, or representatives with automobile liability insurance or coverage or worker's compensation insurance or coverage.

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. DISPUTES

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

IX. RECORDS RETENTION

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

X. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

WRAYBURN CONSULTING, LLC

BY: _____

BY: _____

PRINT NAME: Stephen R. Olson _____

PRINT NAME: _____

TITLE: Mayor _____

TITLE: _____

DATE: _____

DATE: _____

CITY OF FRANKLIN

ATTEST:

BY _____

DATE: _____

Sandra L. Wesolowski, City Clerk

BY: _____

DATE: _____

Paul Rotzenberg, Director of Finance and Treasurer

APPROVED AS TO FORM

BY: _____

DATE: _____

Jesse A. Wesolowski, City Attorney

A G R E E M E N T
between the City of Franklin
and Graef-USA Inc.
for Professional Planning and Development Service

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CITY") and Graef-USA Inc. (hereinafter "CONSULTANT"), whose principal place of business is One Honey Creek Corporate Center, 125 South 84th St, Suite 401, Milwaukee WI 53214.

W I T N E S S E T H

WHEREAS, the CONSULTANT is duly qualified and experienced as a comprehensive planning and zoning consulting CONSULTANT and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to obtain the services of the CONSULTANT to provide support staff for general planning and zoning services, development and plan review services, and customer and inquiry services;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. The CONSULTANT shall provide services to the CITY for development and plan review services, including but not limited to items such as site plans, landscaping plans, lighting plans, architectural plans, certified survey maps, and other such plans that are part of or related to applications submitted to the City of Franklin Planning Department. Additionally, services also include all general planning services such as, but not limited to, site visits, presentation at meetings of boards and commissions and the Common Council, customer support, and assisting individuals in understanding and following the Unified Development Ordinance, applications, and code and application processes and requirements.

This Agreement covers multiple assignments of tasks. Generally each such assignment will be set forth in a separate "Scope of Task Assignment" memo (MEMO) identifying the nature and scope of the project, the form and nature of the final product, and the timeline, deadline(s), or benchmarks. The MEMO may also include any caps as to hours worked with or without additional authority or any additional instructions or parameters as deemed appropriate for the project. On lines so provided at the end of each MEMO, each MEMO shall be executed by the Planning Manager on behalf of the CLIENT and by the CONSULTANT's Project Manager. The subject line for each MEMO shall be sequentially numbered and have a broad summary title, for example "Scope of Task Assignment #1 – Acme Development Site Plan." Distinct from termination of the AGREEMENT, the CITY, at the determination of the Planning Manager, reserves the right to withdraw or modify any such assignment of tasks, subject to the requirement that the CITY pay the CONSULTANT for any work already performed on such assignment.

- B. The CONSULTANT shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONSULTANT is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.
- C. The CONSULTANT may not employ the services of outside consultants and subCONSULTANTS to complete work under this AGREEMENT.
- D. The CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTS to (if allowed for herein), the CONSULTANT and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONSULTANT as employer. The CITY understands that express AGREEMENTS may exist between the CONSULTANT and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONSULTANT, for and in consideration of the performance of Basic Services described herein and as to be set forth in MEMOs, at \$129.00 per hour, except for Special Service Rates. Special Service Rates, as set forth in Attachment A and shown by the CONSULTANT's position title, maybe charged against a MEMO only in the event of pre-approval by the CITY, which pre-approval would anticipate a specific need for the higher level of experience or skills on said tasks. [Note: It is anticipated that the CONSULTANT's primary staff assigned to the basic services under this agreement may consult with the individuals in the positions listed in Attachment A for the purpose of seeking professional guidance, direction, and support in ensuring the CONSULTANT is completing the basic services in a professional manner. Such limited engagement by the individuals in the positions listed in Attachment A shall not be charged to the CITY.] The following terms apply.

- A. The CONSULTANT may bill the CITY and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation, such as hours worked and type of work completed, to substantiate the invoice. The CITY agrees to pay the CONSULTANT's invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services, which is inclusive of all expenses, without written authorization from the CITY to perform work over and above that described in the original AGREEMENT.
- C. The cost of all services (and reimbursable mileage) to be provided under this agreement shall not exceed \$10,000, without amendment of this agreement.
- D. Should the CITY find deficiencies in work performed or reported, it will notify the CONSULTANT in writing within thirty (30) days of receipt of invoice and related report, and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONSULTANT and the CITY's representative identified in

Subsection IV A. below. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

- E. CONSULTANT will not charge for the first three (3) hours of travel time per week to report to work at City Hall. Travel time around Franklin related to projects or site visits is chargeable time and is also subject to reimbursement by the CITY at thirty two cents per documented mile (\$.32). Additionally, travel time exceeding three (3) hours per week, regardless of purpose, is chargeable time. Mileage documentation includes the date, distance, destinations, and brief statement of purpose.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONSULTANT.
- B. The CITY may, in writing, request changes in the Basic Services required to be performed by the CONSULTANT and require specification of incremental or decremental costs or the basis for such incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, the CONSULTANT shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. The CITY may return such to the CONSULTANT to finalize acceptance of the change order. Any claim by the CONSULTANT for an adjustment hereunder that applies the basis for any cost changes must be made to the CITY in writing, and with appropriate supporting documentation, no later than forty-five (45) days after receipt by the CONSULTANT of approved change order from the CITY, unless a different deadline is provided for within the approved change order.

IV. ASSISTANCE AND CONTROL

- A. Calli Berg, Interim Planning Manager, acting on behalf of the CITY, will be responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT and will monitor, evaluate, and coordinate the work of the CONSULTANT.
- B. The CITY will timely provide the CONSULTANT with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. The CONSULTANT will appoint, subject to the approval by the CITY, Stephanie Hacker, Principal, as the CONSULTANT's Project Manager and may appoint other key providers of the Basic Services. Substitution of other staff may occur only with the consent of the CITY.

V. TERMINATION

- A. This AGREEMENT may be terminated by the CITY, for its convenience, for any or no reason, upon written notice to the CONSULTANT. This AGREEMENT may be terminated by the CONSULTANT upon thirty (30) days written notice. Upon such termination by the CITY, the CONSULTANT shall be entitled to payment of such amount as shall fairly compensate the CONSULTANT for all approved and performed work up to the date of

termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

- B. In the event that this AGREEMENT is terminated for any reason, the CONSULTANT shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that the CONSULTANT may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONSULTANT under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in the CONSULTANT’S original proposal) or such similarly qualified staff as determined by the City may lead to termination of the agreement, as determined by the City

VI. INSURANCE

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

A. General/Commercial Liability	<p>\$1,000,000 per each occurrence \$2,000,000 per annual or general aggregate, and \$2,000,000 products/completed operations aggregate</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
B. Automobile Liability	<p>\$1,000,000 combined single limit (together with excess or umbrella coverage with a combined minimum limit of \$5,000,000)</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis and shall receive a waiver of subrogation in favor of the Owner.</p>
C. Umbrella or Excess Liability Coverage for General/Commercial and Automobile Liability	<p>\$4,000,000 or in the event the general/commercial liability coverage limits exceed the minimum amount stipulated in “A” above, such lesser amount as is necessary to achieve a total of \$5,000,000 in coverage between the</p>

	<p>general/commercial liability and umbrella or excess liability coverage.</p> <p>CITY shall be named as an additional insured on a primary, non-contributory basis.</p>
D. Worker's Compensation and Employers' Liability	<p>CONSULTANT shall maintain at levels as required by the State of Wisconsin,</p> <p>The coverage shall provide a waiver of worker's compensation subrogation and/or any rights of recovery allowed under any worker's compensation law, both in favor of the Owner.</p>
E. Errors and Omissions (Professional Liability)	<p>\$1,000,000 per claim</p> <p>\$2,000,000 annual aggregate</p>

Upon the execution of this AGREEMENT, the CONSULTANT shall supply the CITY with a suitable statement (Certificate of Liability Insurance) and any Additional Insured Policy Endorsements, in a form acceptable to the CITY, certifying said protection and defining the terms of the policy issued and naming the CITY as an additional insured for General/Commercial Liability and Automobile Liability and Umbrella or Excess Liability coverage. The CITY shall be listed as "The City of Franklin, including its employees and its elected or appointed officials."

If said policies are thereafter canceled, permitted to expire, or changed, the CONSULTANT shall immediately notify the CITY and shall immediately cease all work until such replacement policies meeting the requirements of this AGREEMENT and of the CITY are fully in place and in force and all required documentation and certificates are provided to the CITY.

The CITY'S acceptance of certificates or original insurance policies or both and the allowance to commence work does not release the CONSULTANT, nor the CONSULTANT'S subCONSULTANTS, from the required level of insurance and required level of security and protection provided the CITY by the insurance requirements set forth herein. In the event the CONSULTANT fails to ensure the CONSULTANT and all subCONSULTANTS are insured and continue to remain insured, the CONSULTANT shall indemnify and hold the Owner and its officers and employees harmless against any claim or suit and against any costs, losses, and damages (including but not limited to reasonable fees and charges of attorneys or other professionals and reasonable court or arbitration or other dispute resolution costs). The entire obligation to ensure required coverage for all subCONSULTANTS shall remain with the CONSULTANT; and the CITY, for any reason including but not limited to not being in possession of documentation or certificates of liability, shall not, in any way, have or share any obligation or responsibility to ensure CONTRACOTR and subCONSULTANTS have the required insurance coverage.

Acceptability of Insurers: Insurance shall be placed with insurers who are authorized as an admitted insurance company in the State of Wisconsin.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

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

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

VIII. TIME FOR COMPLETION

The CONSULTANT shall commence work promptly and diligently upon execution of this AGREEMENT. Additionally, the CONSULTANT shall adhere to specific task timeframes as may be set forth in MEMOs associated with the AGREEMENT.

IX. DISPUTES

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

X. RECORDS RETENTION

Unless other required herein, the CONSULTANT shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONSULTANT to the CITY for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. **Professionalism:** The CONSULTANT stipulates that the same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. **Pursuant to Law:** Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONSULTANT under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. **Conflict of Interest:** The CONSULTANT warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONSULTANT warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CITY review and written approval is required for the CONSULTANT to continue to perform work under this AGREEMENT. Additionally, the CONSULTANT shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

GRAEF-USA INC.

Stephen R. Olson, Mayor Dated

BY: _____
Dated

Sandra L. Wesolowski, City Clerk Dated

PRINT NAME: _____

TITLE: _____

Paul Rotzenberg, Director of Finance Dated
And Treasurer

BY: _____
Dated

APPROVED AS TO FORM:

PRINT NAME: _____

TITLE: _____

Jesse A. Wesolowski, City Attorney Dated

BY: _____
Dated

PRINT NAME: _____

TITLE: _____

Attachment A

Special Service Rates

Basic Services are being provided by Danya Littlefield, Larry Witzling, and Stephanie Hacker at the contract rate of \$129/hour.

(ADD A LIST OF POSITION TITLES AND APPLICABLE HOURLY RATES)

Attachment A



collaborāte / formulāte / innovāte

PROFESSIONAL SERVICES 2020 FEE SCHEDULE

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 225.00
Group Manager (P8)	\$ 207.00
Senior Professional (P7)	\$ 197.00
Professional (P6)	\$ 185.00
Professional (P5)	\$ 174.00
Professional (P4)	\$ 159.00
Professional (P3)	\$ 144.00
Professional (P2)	\$ 129.00
Professional (P1)	\$ 116.00
Senior Technician/Inspector (T6)	\$ 149.00
Senior Technician/Inspector (T5)	\$ 140.00
Senior Technician/Inspector (T4)	\$ 128.00
Technician/Inspector (T3)	\$ 115.00
Technician/Inspector (T2)	\$ 100.00
Technician/Inspector (T1)	\$ 80.00
Survey Crew - 1 Person	\$ 150.00
Survey Crew - 2 Person	\$ 220.00
Administrative	\$ 80.00

Automobile travel will be billed at the current federal rate of 57.5 cents per mile.

Survey vehicles will be billed at 75 cents per mile.

LIDAR scanner will be billed at \$150/hour.

Unmanned Aircraft System (UAS) will be billed at \$75/hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at cost plus 5 percent.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;"><i>2/4/2020</i></p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">A Resolution Authorizing the Acceptance of Temporary Rights of Access from Property Owners for the Purpose of Commencing Construction of West Hickory Street and Associated Utilities as Part of Tax Incremental District No. 4</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.13.</i></p>

The City has been working with property owners with respect to acquiring the necessary right of way for the purposes of constructing Hickory Street and the associated public utilities as part of the TID 4 project. However, the closing on two of the parcels (Wendt and MLG) will not occur until sometime in February. On a third parcel (JHB Properties) the land is being acquired through dedication as part of the approval of a Certified Survey Map. Unfortunately, preparation of this CSM has taken longer than anticipated.

The City has also advertised for BIDs to complete that construction work and is prepared to authorize the commencement of the same. Without the necessary right Staff requests that the Council authorize staff to accept temporary access agreements from the owners for the purpose of commencing construction.

COUNCIL ACTION REQUESTED

A motion to adopt a Resolution Authorizing the Acceptance of Temporary Rights of Access from Property Owners for the Purpose of Commencing Construction of Hickory Street and Associated Utilities as Part of Tax Increment No. 4. as presented.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE
OF TEMPORARY RIGHTS OF ACCESS FROM PROPERTY
OWNERS FOR THE PURPOSE OF COMMENCING CONSTRUCTION OF WEST
HICKORY STREET AND ASSOCIATED UTILITIES AS PART OF
TAX INCREMENTAL DISTRICT NO. 4

WHEREAS, the City of Franklin previously determined it is necessary and in the public interest to construct Hickory Street and associated public utilities as part of Tax Increment District No. 4; and

WHEREAS, final acquisitions necessary for that construction will likely be completed in late February or March of 2020; and

WHEREAS, the City is ready to authorize construction to commence for the project and the owners are willing to authorize entry upon their lands for the purposes of doing so until the acquisitions are finalized;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Common Council of the City of Franklin, Wisconsin, do hereby authorize staff to accept, at no cost to the City, temporary access agreements in a form substantially consistent with Exhibit A.

BE IT FURTHER RESOLVED, that the appropriate City officials are authorized to execute and deliver the same and may be necessary.

Introduced by Ald. _____ at a regular meeting of the Common Council of the City of Franklin the ____ day of _____, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

EXHIBIT A

TEMPORARY CONSTRUCTION EASEMENT

_____, Grantor, which has an interest in the lands described below, grants to the City of Franklin, Grantee, and its agents, employees, and contractors, the right and permission to occupy the easement area for highway and utility construction purposes, which may include but are not limited to: 1) Constructing utility infrastructure, roadways, slopes and drainage facilities on the following described lands, including the right to operate necessary equipment thereon; 2) The right of ingress and egress, as long as required for such public purpose, including the right to preserve, protect, remove or plant thereon any vegetation that the highway authorities may deem desirable to prevent erosion of the soil, provided such activities are consistent with the rights held by the Grantor under its easement.

Legal Description:

This Temporary Construction Easement shall terminate upon the acquisition of the necessary permanent right-of-way to complete the work for which this instrument is given.

The undersigned certify that this instrument is executed with the full right, power and authority to do so on behalf of GRANTOR.

GRANTOR:

NOTARY BLOCK

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">2/4/2020</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">Revisions to the Job Descriptions for Sanitarian, Drug-Free Community Coalition Coordinator, and Planning Manager</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.14.</i></p>

Enclosed in your packet are three job description revisions for your consideration.

The first 2 are from Courtney Day, Director of Health and Human Services, and were revised for the following reasons:

1. Drug-Free Community Coalition Coordinator. The only substantive changes to this job description are due to the change in name from the previous FAPSU organization to the new branding/name change of the Volition group. These changes were requested last summer when we had the need to re-advertise the position. Unfortunately, the Personnel Committee did not have any meetings from July-September. As such, we used the revised job description, with the Volition name, in our advertising with "DRAFT" indicated on the posted job description.
2. Sanitarian – Courtney had requested a different format for the Health Department job description and changed the nursing job descriptions last year. She is now requesting that same format for the Sanitarian job description. She believes it is easier to understand with the duties being divided up between the 3 main categories (Inspection & Licensing, Environmental Health Referral and Technical Assistance, and Other Duties). In addition, she removed the requirement to have the Sanitarian serve as the Health Officer of Communicable Disease in her absence as that duty has not been done by the Sanitarian and would be done by one of the Public Health Nurses. (Attached are both the red-lined old-style job description and the newly formatted job description.)

The third attached job description is for the Planning Manager. The current approved job description was from 2001. The job description was revised in 2007, but this version was never brought to Personnel or Common Council for approval. In 2015, while going thru our Classification and Compensation Study, the 2007 job description was used for analysis along with the 2001 version. At that time the Planning Manager agreed that the 2007 version was accurate in reflecting his job duties. A few additional minor tweaks have been made to adjust the reporting responsibility (this position now reports directly to the Mayor) and to adjust a few spots to reflect the split to two separate departments, the Planning Department and the Economic Development Department.

At the Personnel Committee meeting on 1/20/2020 a motion was made and approved to "recommend approval of the three revised job descriptions as submitted".

COUNCIL ACTION REQUESTED

Motion to approve the revised job descriptions for the Sanitarian, Drug-Free Community Coalition Coordinator, and the Planning Manager.

CITY OF FRANKLIN
Job Description

Job Title: Drug-Free Community Grant Coalition Coordinator

Department: Health and Human Services

Reports To: Director of Health & Human Services

Salary Level: Salary Grade 6 (Grant Funded)

FLSA Status: Exempt

Prepared By: Courtney Day, Director of Health & Human Services

Prepared Date: July 29, 2019

Approved By: Common Council

Approved Date:

SUMMARY

Volition Franklin is a cooperative community coalition whose goal is to prevent and reduce alcohol, tobacco, marijuana, and other drugs used by youth through implementing policies and changing the culture in order to create a healthy community. The Coordinator, along with the coalition, will help youth to make healthy choices, especially related to alcohol, tobacco, and other drugs, by empowering parents and families, determining coalition priorities, implementing best practices for targeting coalition priorities, and by strengthening coalition infrastructure and capacity.

Essential Duties and Responsibilities

Work collaboratively to ensure that the DFC (Drug-Free Community) grant work plan is implemented in a timely and effective manner.

Plan and participate in recruitment activities to increase coalition membership.

Identify, recruit, schedule, coordinate, and contract guest speakers and trainers for Volition Franklin programs.

Schedule coalition meetings and inform members of meeting locations and times. Develop meeting agendas with the Volition Franklin Executive Board and disseminate to members. Keep Volition Franklin records including but not limited to agendas and minutes.

Prepare, coordinate, manage, and oversee coalition communication strategies including website, electronic and printed materials, surveys and social media.

Attend all Volition Franklin meetings, Executive Committee meetings, and Work Group meetings as appropriate. Assure that minutes from these meetings are recorded and distributed to members.

Create and maintain reports to the funding sources as required.

Work with the Project Director on budget, contracts, grant match, and reports to coalition members as required by the DFC grants.

Work with the Franklin Health Department DFC Associate.

Plan, implement, and evaluate Volition Franklin programs and regularly consult with the DFC Evaluator.

Other duties as identified by the DFC leadership team.

MINIMUM QUALIFICATIONS

Education and Experience

A Bachelor's degree in Social Work, Education, Nursing, Public Health, or a related field is required.

1-3 years experience in developing/conducting training, making presentations, organizing projects/programs, and working with diverse groups of people.

Necessary Knowledge, Skills, and Abilities

Passion for preventing alcohol and other drug use among youth.

Applied knowledge of substance use/ abuse and its impact on young people within the community.

Knowledge of prevention best practices preferred.

Ability working with individuals from diverse economic, racial, and ethnic backgrounds and age groups.

Superior oral and written communication skills related to community presentations.

Ability to manage an organizational budget.

Ability to work independently and as a member of a team.

Excellent problem-solving skills.

Ability to multi-task.

Ability to communicate proficiently to a broad range of audiences.

Ability to travel overnight to training/conferences as required.

Ability to attend meetings outside normal workday as required.

Maintains privacy rights of clients and confidentiality of patient records according to professional standards and City of Franklin policies and procedures.

CERTIFICATES, LICENSES & REGISTRATIONS

Valid Wisconsin driver's license. The Coordinator must own a private vehicle for work assignments.

SUPERVISION RECEIVED

Works under broad general guidance and direction of the Director of Health & Human Services with oversight provided by the Volition Franklin Executive Board.

SUPERVISION EXERCISED

None

TOOLS AND EQUIPMENT USED

Proficient in Microsoft Office application, web applications, and social media.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee must be independently mobile and is required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate handle or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

The above physical demands are required for the setup of, participation in, and breakdown of community presentations.

WORK ENVIRONMENT

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

The noise level in the work place is moderate.

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

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

CITY OF FRANKLIN
Job Description

Job Title: Drug-Free Community Grant Coalition Coordinator

Department: Health and Human Services

Reports To: Director of Health & Human Services

Salary Level: Salary Grade 6 (Grant Funded)

FLSA Status: Exempt

Prepared By: ~~William Wueherer~~ Courtney Day, Director of Health & Human Services

Prepared Date: ~~September 2, 2016~~ July 29, 2019

Approved By: Common Council

Approved Date: ~~September 20th, 2016~~

SUMMARY

~~Franklin Area Parents and Students United (FAPSU)~~ Volition Franklin is a cooperative community coalition whose goal is to prevent and reduce alcohol, tobacco, marijuana, and other drugs used by youth through implementing policies and changing the culture in order to create a healthy community. The Coordinator, along with the ~~FAPSU committee~~ coalition, will help youth to make healthy choices, especially related to alcohol, tobacco, and other drugs, by empowering parents and families, determining coalition priorities, implementing best practices for targeting coalition priorities, and by strengthening coalition infrastructure and capacity.

Essential Duties and Responsibilities

Work collaboratively to ensure that the DFC (Drug-Free Community) grant work plan is implemented in a timely and effective manner.

Plan and participate in recruitment activities to increase coalition membership.

Identify, recruit, schedule, coordinate, and contract guest speakers and trainers for ~~FAPSU~~ Volition Franklin programs.

Schedule coalition meetings and inform members of meeting locations and times. Develop meeting agendas with the ~~FAPSU chairperson~~ Volition Franklin Executive Board and disseminate to members. Keep ~~FAPSU~~ Volition Franklin records including but not limited to agendas and minutes.

Prepare, coordinate, manage, and oversee coalition communication strategies including website, electronic and printed materials, surveys and social media.

Attend all ~~FAPSU Volition Franklin~~ meetings, Executive Committee meetings, and Work Group meetings as appropriate. Assure that minutes from these meetings are recorded and distributed to members.

Create and maintain reports to the funding sources as required.

Work with the Project Director on budget, contracts, grant match, and reports to coalition members as required by the DFC grants.

Work with the Franklin Health Department DFC Associate.

Plan, implement, and evaluate ~~FAPSU Volition Franklin~~ programs and regularly consult with the DFC Evaluator.

Other duties as identified by the DFC leadership team.

MINIMUM QUALIFICATIONS

Education and Experience

A Bachelor's degree in Social Work, Education, Nursing, Public Health, or a related field is required.

1-3 years__—experience in developing/conducting training, making presentations, organizing projects/programs, and working with diverse groups of people.

Necessary Knowledge, Skills, and Abilities

Passion for preventing alcohol and other drug use among youth.

Applied knowledge of substance use/ abuse and its impact on young people within the community.
Knowledge of prevention best practices preferred.

Ability working with individuals from diverse economic, racial, and ethnic backgrounds and age groups.

Superior oral and written communication skills related to community presentations.

Ability to manage an organizational budget.

Ability to work independently and as a member of a team.

Excellent problem-solving skills.

Ability to multi-task.

Ability to communicate proficiently to a broad range of audiences.

Ability to travel overnight to training/conferences as required.

Ability to attend meetings outside normal workday as required.

Maintains privacy rights of clients and confidentiality of patient records according to professional standards and City of Franklin policies and procedures.

CERTIFICATES, LICENSES & REGISTRATIONS

Valid Wisconsin driver's license. The Coordinator must own a private vehicle for work assignments.

SUPERVISION RECEIVED

Works under broad general guidance and direction of the Director of Health & Human Services with oversight provided by the ~~FAPSU Executive Committee~~Volition Franklin Executive Board.

SUPERVISION EXERCISED

None

TOOLS AND EQUIPMENT USED

Proficient in Microsoft Office application, web applications, and social media.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee must be independently mobile and is required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate handle or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

The above physical demands are required for the setup of, participation in, and breakdown of community presentations.

WORK ENVIRONMENT

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

The noise level in the work place is moderate.

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

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

City of Franklin Job Description

Job Title: Registered Sanitarian

Department: Health

Reports To: Director of Health & Human Services

Salary Level: Grade 7

FLSA Status: Exempt

Prepared By: Courtney Day, Director of Health and Human Services

Prepared Date: December 12, 2019

Approved By:

Approved Date:

SUMMARY

The Sanitarian performs specialized and technical services to protect human health and safety, enforces local and state statutes, ordinances, regulations, and rules, investigates human health hazard complaints; assists in food and waterborne outbreak investigations with other public health staff; inspects and licenses all Agent businesses and establishments regulated by the City of Franklin; obtains samples for testing as needed, provides technical assistance and consultation on a variety of environmental health issues under the direct supervision of the Director of Health and Human Services.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Inspection and Licensing (70%)

- Conduct inspections of establishments under the operational, regulatory, or licensing control of the City of Franklin including but not limited to: permanent, temporary, and mobile restaurants; retail food establishments; hotels, motels, tourist rooming houses, bed and breakfast; public swimming pools; school kitchens; recreational, educational, and temporary campgrounds; tattoo and body piercing establishments; micro markets, and food vending machines.
- Review license applications and approve, as appropriate, licenses for all new, change-of-operator, and annual renewals for City of Franklin businesses and establishments licensed by the City of Franklin Health Department
- Provide consultation, technical assistance, and training to licensed or inspected establishments within the City of Franklin.

- Prepare, organize, maintain, and file all necessary reports, documents, and letters as required by the State Agent Program and the City of Franklin Health Department including the review and recommendation of Health Department related policies, procedures, plans, and fees.
- Conduct investigations of suspected food or waterborne illness associated with licensed operators.
- Act as liaison between state agencies and the City of Franklin Health Department

Environmental Health Referral and Technical Assistance (20%)

- Investigate environmental complaints and/or provide technical assistance within the City of Franklin related to human health hazards, water quality, waste disposal, pest control, indoor air quality, environmental tobacco smoke, radon, and lead.
- Serve as an advocate for the City of Franklin in environmental health issues.
- Participate in various committees relating to environmental public health issues.

Other Duties as Required (10%)

- Provide training, assistance, and consultation to Franklin Health Department staff, and other municipal departments, in the areas of environmental health.
- As directed by the Director of Health and Human Services, provide services within other governmental boundaries as may be required through intergovernmental or other such mutual aid agreements.
- Other duties as assigned by the Director of Health and Human Services.

Minimum Requirements

Education & Experience:

- Graduation from an accredited college or university with a Bachelor's Degree in physical or biological science or environmental health.
- Current registration as a Wisconsin Sanitarian.
- Two years of employment in the field of environmental health.

Necessary Knowledge, Skills, and Abilities:

- Knowledge of:
 - Various Wisconsin state agencies (Department of Natural Resources; Department of Health Services; Department of Agriculture, Trade and Consumer Protection; Department of Safety and Professional Services)
 - The Wisconsin Food Code as well as other applicable laws, rules, and regulations set forth on the State and Municipal level
 - Epidemiological techniques relative to sampling, interviewing, and evaluating occurrences of food and waterborne disease outbreaks; as well as vector and communicable disease control techniques.
- Language skills:
 - Ability to read, analyze, and interpret professional journals, technical procedures, governmental regulations
 - Ability to write reports, grant applications, business correspondence and procedural manuals
 - Ability to present information and respond to questions from groups of managers, clients, citizens, and/or the general public
- Mathematical and Computer Skills
 - Proficient use of Microsoft Office applications including Word, Outlook, Excel and Internet Explorer

- Proficient use of public health databases (Share Point, Health Space, etc.)
- Calculate basic epidemiologic value including incidence, prevalence, odds ratio, and confidence intervals
- Reasoning Ability
 - Ability to define problems, collect data and deal with a variety of variables in situations where only limited standardization exists
 - Ability to prepare and implement projects and programs
- Interpersonal Competencies
 - Use appropriate methods for interacting sensitively, effectively, and professionally with persons from diverse cultural, socioeconomic, educational, racial, ethnic and professional backgrounds.

Certificates, Licenses, and Registrations:

- Registered as a Wisconsin Sanitarian under Wis. Adm. Rule, HFS, 160.
- Valid WI Driver's License.

Supervision Received:

- Works under the guidance and direction of the Director of Health and Human Services.

Supervision Exercised:

- None

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job the employee must be independently mobile and is required to sit, walk, and talk or hear. The employee is frequently required to stand, use hands to finger, handle, or feel; reach with hands and arms and taste or smell
- The employee must occasionally lift and/or move up to 25 pounds Specific vision abilities required by this job include close vision and the ability to adjust focus.
- The work is performed mostly in field settings. Considerable outdoor work is required in the inspection of various facilities. Hand-eye coordination is necessary to operate testing instruments, collecting samples, operating a computer and various pieces of office equipment.

Work Environment

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.
- The noise level in the work place is moderate.
- The employee may be required to work outdoors and is occasionally exposed to wet and/or humid conditions.
- The duties listed above are intended only as illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

**CITY OF FRANKLIN
Job Description**

Job Title: Registered Sanitarian

Department: Health

Reports To: Director of Health and Human Services

Appointing Authority: ~~Mayor~~

Salary Level: ~~Non-Supervisory 19~~ Grade 7

Prepared By: ~~Dana Zahn, Human Resources Coordinator~~ Courtney Day,
Director of Health and Human Services

Prepared Date: December 2019

Approved By: ~~Common Council~~

Date Approved: ~~November 19, 2013~~

Summary:

The Sanitarian performs specialized and technical services to protect human health and safety; enforces local and state statutes, ordinances, regulations, and rules; investigates human health hazard complaints ~~and citizen complaints~~; ~~conducts~~ assists in food and waterborne outbreak investigations ~~and coordinates interventions with other public health staff~~; inspects and licenses all Agent-City businesses and establishments regulated by the City of Franklin; obtains samples for testing as needed; provides technical assistance and consultation on a variety of environmental issues; ~~and coordinates certain public health department programs and services~~ under the direct supervision of the Director of Health and Human Services.

Essential Duties and Responsibilities:

Inspection and Licensing (70%)

- Conduct inspections of establishments under the operational, regulatory, or licensing control of the City of Franklin including but not limited to, permanent, temporary, and mobile restaurants; retail food establishments; hotels, motels, tourist rooming houses, bed and breakfast; public swimming pools; school kitchens; recreational, educational, and temporary campgrounds, ~~and educational campgrounds~~, tattoo and body piercing establishments; micro markets, and food vending machines.
- Review license applications and approve as appropriate, licenses for all new, change-of-operator, and annual renewals for all City of Franklin businesses and establishments licensed by the City of Franklin Health Department or the City of Franklin, where appropriate

- Provide consultation, technical assistance, and training to licensed or inspected establishments within the City of Franklin the general public, City of Franklin elected officials and staff, other local health departments, and state agencies in the areas of environmental health-

~~Investigate environmental complaints within the City of Franklin, including all inspected establishments, and take necessary actions to suppress, control, and prevent communicable diseases.~~

- Coordinate and conduct investigations of suspected or actual food or waterborne outbreaks associated with licensed operators
- Prepare, organize, maintain, and file required and necessary reports, documents, and letters as required by the State Agent Program and the City of Franklin Health Department, including review and recommendation of Health Department related policies, procedures, plans, and fees.

~~Provide written reports of sanitarian activities to the Director of Health and Human Services or their designee.~~

~~Testify as an expert witness at administrative hearings and court proceedings.~~

~~Serve as an advocate for the City of Franklin in environmental health issues.~~

- Act as a liaison between state agencies and the City of Franklin Health Department.

~~Participate in various committees, including the City of Franklin Board of Health, relating to public and environmental health issues.~~

Environmental Health Referral and Technical Assistance (20%)

- Investigate environmental complaints and/or provide technical assistance within the City of Franklin related to human health hazards, water quality, waste disposal, pest control, indoor air quality, environmental tobacco smoke, radon, and lead
- Serve as an advocate for the City of Franklin in environmental health issues
- Participate in various committees related to environmental public health issues as needed

Other Duties as Required Peripheral Duties (10%):

- As directed by the Director of Health and Human Services or their designee, provide services within other governmental boundaries as may be required through intergovernmental or other such mutual aid agreements.

~~Provide education and technical assistance on environmental health issues such as private wells, drinking water, septic systems, solid waste, waste disposal, pest control, indoor air quality, environmental tobacco smoke, radon, lead, asbestos, and fire safety-~~

- Provide trainings, assistance, and consultation to the Franklin Health Department staff, and other municipal departments in the area of environmental health.

~~Serve as the Health Officer for Communicable Disease for the City of Franklin when assigned, in the absence of the Director of Health and Human Services.~~

- Other duties as assigned or requested by the Director of Health and Human Services.

Desired Minimum Qualifications

Education and Experience:

- Graduation from an accredited college or university with a Bachelor's degree in physical or biological science or environmental health, with academic credits in physical, biological, and environmental health areas;
- Two years of employment in the field of environmental health; and
- Current registration as a Wisconsin Sanitarian;
- Or an equivalent combination of related experience and education.

~~Certified Pool Manager preferred and required prior to end of probation period.~~

~~Certified Food Manager preferred and required prior to end of probation period.~~

Necessary Knowledge, Skill, and Abilities:

Knowledge of:

~~Considerable knowledge of applicable laws, rules, and regulations set forth in Wis. Stat. chapters 97, 125, 251, 254, ATCP 75, and SPS 390; applicable Wis. Adm. Code chapters including HFS 172, 173, 175, 178, 192, 195, 196, 197, 198; and applicable city ordinances.~~

~~Considerable knowledge of the Terms of Agreement as a City Agent with the Wis. Department of health and the Department of Agriculture, Trade, and Consumer Protection.~~

~~Considerable knowledge of the City of Franklin guidelines for Department of Health Services and Department of Agriculture, Trade, and Consumer Protection.~~

- Considerable knowledge of the Wisconsin Food Code as well as other applicable laws, rules, and regulations set forth on the State and Municipal level
- Considerable knowledge of Epidemiological techniques relative to sampling, interviewing, evaluating occurrences of food and waterborne disease outbreaks; biological and chemical sciences relative to cause and effect relationships; vector control techniques, and communicable disease control techniques.

~~Considerable knowledge of the inspection standards, violations, and enforcement actions and the ability to recognize violations and take necessary actions.~~

~~Demonstrate professional oral, written, and computer communication skills such as Microsoft Word, PowerPoint, Excel, Health Space, and the Wisconsin Electronic Disease Surveillance System.~~

~~Knowledge of professional standards (NSF and NAMA) and associations that represent the businesses and interests of licensed establishments within the City of Franklin.~~

- Knowledge of Various Wisconsin state agencies (DNR, SPS, DHS, DATCP, Revenue, Administration) and their collaborative role for a local public health department.

Language Skills:

- Ability to read, analyze, and interpret professional journals, technical procedures, and governmental regulations
- Ability to write reports, grant applications, business correspondence and procedural manuals.
- Ability to present information and respond to questions from groups of managers, clients, citizens, and/or general public in a professional manner

~~Ability to work with the general public under varying circumstances-~~

~~Ability to represent the City in a professional manner-~~

~~Ability to make independent judgments which have considerable impacts on the City of Franklin.~~

Mathematical and Computer Skills:

- Proficient use of Microsoft Office applications including Word, Outlook, Excel, PowerPoint, and Internet Explorer
- Proficient use of public health databases (Share Point, Health Space, etc)
- Calculate basic epidemiologic value including incidence, prevalence, odds ratio, and confidence intervals

Reasoning Ability:

- Ability to define problems, collect data and deal with a variety of variables in situations where only limited standardization exists
- Ability to prepare and implement projects and programs

Interpersonal Competencies

- Use appropriate methods for interacting sensitively, effectively, and professionally with person from diverse cultural, socioeconomics, educational, racial, ethnic and professional backgrounds

Supervision Received:

Works under general guidance and direction of the Director of Health and Human Services.

Supervision Exercised:

None

Responsibility for Public Contact:

~~Continuous contact requiring courtesy, discretion, and sound judgment.~~

Licensing and Regulations:

- Currently registered as a sanitarian under Wis Adm Rule, HFS 160
- Valid Wisconsin driver's license

Tools and Equipment Used:

Automobile; telephone; ~~various thermometers; various chemical tests; flashlight, black light, and light meter; calculator; computer terminal; personal computer including tablet technology; fax machine; and copy machine.~~

Physical Demands:

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

- Work is performed mostly in ~~the field settings~~. Considerable outdoor work is required in the inspection of various facilities. Hand-eye coordination is necessary to operate testing instruments, collecting samples, operating a computer and various pieces of office equipment.
- While performing the duties of this job, the employee must be independently mobile and is required to sit, walk, and talk or hear. The employee is frequently required to stand, ~~is occasionally required to stand, walk, use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms.~~ The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk and hear.
- The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus

Work Environment:

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

- While performing the duties of this job, the employee may work ~~mostly works~~ in outside weather conditions. ~~The employee occasionally works in high, precarious places and is occasionally exposed to wet and/or humid conditions.~~
- The noise level in the work environment is ~~usually~~ moderate.

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

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

CITY OF FRANKLIN
Job Description

Job Title: Planning Manager

Department: Planning/City Development

Reports To: Mayor

Salary Level: Salary Grade 10

FLSA Status: Exempt

Prepared By: Dana Zahn, Human Resources Coordinator

Prepared Date: **January 14, 2020**

Approved By: Common Council

Approved Date:

Summary Under the direction and supervision of the Mayor, provide management of the Planning Department functions by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Under the direction and supervision of the Mayor, provide staff support to the Common Council toward their function as the decision-making body regarding City planning and zoning activities, especially in the area of providing recommendations of public policy, research and review of public policy and response to constituent comments.

Provide staff support for the Plan Commission, including providing information about proper planning practices, land use management trends and demographic trends and making professional recommendations with regard to planning projects.

Assist in communication and cooperation with developers that support the community development policies of the City.

Provide coordination and act as a clearinghouse of information for current planning cases between City departments and other government agencies.

Provide staff support as assigned, to the various boards and commissions.

Assist in preparing meeting agendas, packets, and minutes for various boards and commissions.

Responsible for the preparation and monitoring of the Planning Department Budget.

Serve as the zoning enforcement officer for the City, with responsibility for ensuring compliance with zoning regulations contained in the Unified Development Ordinance.

Administer reports relating to the stone quarry, landfill, and federal superfund sites located within the City.

Responsible for the preparation and implementation of the City's comprehensive master plan, including providing professional recommendations for the Common Council, Plan Commission, and other boards and commissions as appropriate, with regard to updates and revisions in response to changing trends and community needs.

Manage Planning Department policies and procedures.

Provide exemplified knowledge in all facets of City Planning and all responsibilities of the Planning Division.

Peripheral Duties

Provide support to the Economic Development functions of the City.

Provide support services and technical assistance to other City Departments and functions as they relate to proper City planning.

Provide assurance of quality customer service is extended by all Planning Department employees.

Supervisory Responsibilities

Directly supervises several employees in the Planning Department staff. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.

Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Qualifications To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and Experience

Master's degree (M. A.) in Urban Planning or a related field (or a Bachelors Degree along with an A.I.C.P. certification); and four to ten years related experience and/or training. At least one year experience in a supervisory capacity.

Language Skills

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

Mathematical Skills

Ability to work with mathematical concepts such as fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability

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

Technical Skills

Ability to read, analyze, and interpret maps, aerial photographs, site plans, and engineering drawings.

Computer Skills

To perform this job successfully, an individual should have knowledge of Geographic Information Systems software and Microsoft Word software.

Certificates, Licenses, Registrations

Membership in American Institute of Certified Planners.

Valid WI Drivers License

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

While performing the duties of this Job, the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. The employee is frequently required to stand; walk and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

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

While performing the duties of this Job, the employee is occasionally exposed to fumes or airborne particles and outside weather conditions. The noise level in the work environment is usually moderate.

Other Skills and Abilities

Ability to demonstrate general knowledge of planning and zoning legislation and analyze changes in legislation as it impacts the City.

Ability to ensure confidentiality of sensitive information.

Ability to understand environmental awareness and issues.

Ability to demonstrate general knowledge of planning and zoning legislation and analyze changes in legislation as it impacts the City.

Miscellaneous The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

CITY OF FRANKLIN
Job Description

Job Title: Planning Manager

Department: ~~Community~~ Planning/City Development

Reports To: ~~Community~~ Mayor/Director

Salary Level: Salary Grade 10

FLSA Status: Exempt

Prepared By: ~~Becky Schermer, Human Resources Coordinator~~

Prepared Date: ~~July 12, 2001~~ January 14, 2020

Approved By: Common Council

Approved Date: ~~August 14, 2001~~

Summary Under the direction and supervision of the ~~Community~~ Mayor/Director, provide management of the Planning Department functions by performing the following duties.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Under the direction and supervision of the ~~Community~~ Mayor/Director, provide staff support to the Common Council toward their function as the decision-making body regarding City planning and zoning activities, especially in the area of providing recommendations of public policy, research and review of public policy and response to constituent comments.

Provide staff support for the Plan Commission, including providing and other Boards and Commissions with support in the form of information of about proper planning practices, and land use management trends, and demographic trends and making professional recommendations with regard to toward planning projects.

Assist ~~Director~~ in communication and cooperation with developers that support the community development policies of the City.

Provide coordination and act as a clearinghouse of information for current planning cases between City departments and other government agencies.

Provide staff support as assigned, to the various boards and commissions.

Assist ~~Director~~ in the preparation preparing meeting agendas, packets, and minutes for of the various boards and commissions meeting agendas and minutes.

Responsible for the preparation and monitoring of the Planning Department Budget.

Serve as the zoning enforcement officer for the City, with responsibility for ensuring compliance with zoning regulations contained in the Unified Development Ordinance.

Administer reports relating to the stone quarry, landfill, and federal superfund sites located within the City.

Responsible for the preparation and implementation of the City's comprehensive master plan, including providing professional recommendations for the Common Council, Plan Commission, and other boards and commissions as appropriate, with regard to updates and revisions in response to changing trends and community needs.

Manage Planning Department policies and procedures.

Provide exemplified knowledge in all facets of City Planning and all responsibilities of the Planning Division.

Peripheral Duties

Provide support to the ~~Community~~ Economic Development functions of the City.

Provide support services and technical assistance to other City Departments and functions as they relate to proper City planning.

Provide assurance of quality customer service is extended by all Planning Department employees.

Supervisory Responsibilities

Directly supervises several employees in the Planning Department staff. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.

Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Qualifications To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

Master's degree (M. A.) in Urban Planning or a related field (or a Bachelors Degree along with an A.I.C.P. certification); and four to ten years related experience and/or training. At ~~least~~ least one year experience in a supervisory capacity.

Language Skills

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

Mathematical Skills

Ability to work with mathematical concepts such as fundamentals of plane and solid geometry and trigonometry. Ability to apply concepts such as fractions, percentages, ratios, and

proportions to practical situations.

Reasoning Ability

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

Technical Skills

Ability to read, analyze, and interpret maps, aerial photographs, site plans, and engineering drawings.

Computer Skills

To perform this job successfully, an individual should have knowledge of Geographic Information Systems software and Microsoft Word ~~Word Processing~~ software.

Certificates, Licenses, Registrations

Membership in American Institute of Certified Planners.

Valid WI Drivers License

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

While performing the duties of this Job, the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. The employee is frequently required to stand; walk and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

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

While performing the duties of this Job, the employee is occasionally exposed to fumes or airborne particles and outside weather conditions. The noise level in the work environment is usually moderate.

Other Skills and Abilities

Ability to demonstrate general knowledge of planning and zoning legislation and analyze changes in legislation as it impacts the City.

Ability to ensure confidentiality of sensitive information.

Ability to understand environmental awareness and issues.

Ability to demonstrate general knowledge of planning and zoning legislation and analyze changes in legislation as it impacts the City.

Miscellaneous The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Updated May, 2004. ~~Reallocated from SG V to VI by Common Council. Is~~

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/4/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil & Site Evaluation</p>	<p>ITEM NUMBER</p> <p><i>G.15.</i></p>

Attached is a Professional Services Agreement between the City of Franklin and Racine County to cover the authorization and payment of fees for Racine County to provide services to the City for the year 2020 to verify a certified soil tester's soil and site evaluation at designated properties when needed. This agreement mirrors the last agreement in place for 2019. In fact, the form of the contract really hasn't changed significantly since 2010. Racine County will once again provide this service at a cost of \$200 for up to the first 3 soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property (for example, if weather or lighting conditions or equipment breakdown of the contractor does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.)

These soil services produce a nominal expenditure throughout the year. For example, 7 soil verification services were provided in 2016 (\$1,400 expenditure), 11 in 2017 (\$2,200 expenditure), 7 in 2018 (\$1,400), and 5 in 2019 (\$1,000).

Racine County has informed us that they concur with the attached contract for 2020 services. It is the recommendation of the Director of Inspection Services to continue to use Racine County for these soil testing services.

COUNCIL ACTION REQUESTED

Motion to approve the 2020 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Inspection to execute such agreement.

**CITY OF FRANKLIN – RACINE COUNTY
PROFESSIONAL SERVICES AGREEMENT**

This Contract made this _____ day of _____, ~~2018~~2020, by and between the City of Franklin, Wisconsin, a municipal corporation (hereinafter referred to as “CITY”) and Racine County, a Wisconsin quasi-municipal corporation, (hereinafter referred to as “COUNTY”) This contract is to be effective from the period January 1, ~~2019~~2020 through December 31, ~~2019~~2020. This agreement is renewable upon acceptance by all parties.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree that this contract shall cover the authorization and payment of fees to provide to the CITY services to verify a Certified Soil Tester’s (hereafter referred to as “CST”) soil and site evaluation. The parties agree to the following:

1. All CST’s soil and site evaluations for Private Onsite Wastewater Treatment Systems (hereafter referred to as “POWTS”) must be scheduled with a minimum 24 hours notice to the County, excluding Saturdays, Sundays and holidays, to ensure proper staffing.
2. All CST appointments must be scheduled by calling the COUNTY Development Services Department at 262-886-8440 between the hours of 8am –12:00 noon and 12:30pm – 4:30pm Monday through Friday, excluding holidays.
3. COUNTY will provide one properly licensed and credentialed staff to verify the required soil and site evaluation conducted by a CST.
4. The COUNTY reserves the right to require that CST’s provide soil backhoe dug pits of adequate size, depth, and construction to enable COUNTY staff to safely enter and exit the soil pit for verification of soil profile evaluation data.
5. Soil color evaluations shall be performed on days when light conditions permit accurate color determination.
6. Frozen soil material shall be thawed prior to conducting evaluations for soil color, texture, structure, and consistence.
7. The cost of this service will be \$200 for up to the first three soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property. For example, if weather or lighting conditions or equipment breakdown of the contractors does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.
8. If staff is required to contact a State of Wisconsin Onsite Wastewater Specialist to make a soil determination, a minimum of \$50 will be charged for this service, in addition to other soil and site evaluation fees referenced herein.

- 9. The CITY will be invoiced directly for these services.
- 10. COUNTY will review the applicable Soil and Site Evaluation Form (SBD-8330), which must be forwarded to the COUNTY, and will convey all reports back to the CITY for their files and permit issuance. A copy of the test will be kept on file in this office, but the original tests will be sent to the CITY.
- 11. The CITY will issue all permits for POWTS, and the CITY will oversee the construction and follow-up on all POWTS, as outlined in Chapter SPS 383 (Private Onsite Wastewater Treatment Systems) and Chapter SPS 385 (Soil and Site Evaluations).
- 12. Any other work not anticipated in this contract, but relative to soil and site evaluations, will be charged at a rate of \$50 per hour.
- 13. Each party is responsible for their own acts and omissions under this agreement. COUNTY agrees that it will at all times during the existence of this contract indemnify CITY against any and all loss, damages and cost or expenses which CITY may sustain, incur or be required to pay as a result of any of the services provided by COUNTY under this contract. CITY agrees that it will at all times during the existence of this contract indemnify COUNTY against any and all loss, damages and cost or expenses which COUNTY may sustain, incur or be required to pay as a result of any of the services provided by the CITY under this contract.
- 14. CITY or COUNTY may, without prejudice to any other rights it may have, terminate this contract for convenience and without cause by giving thirty (30) days written notice. COUNTY shall be paid for services rendered up to the time of termination.

CITY OF FRANKLIN

BY: _____

TITLE: _____

RACINE COUNTY

BY: _____

TITLE: _____

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APPROVAL <i>slw B</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/4/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>H.</i>

Attached are vouchers dated January 17, 2020 through February 1, 2020, Nos. 177039 through Nos. 177232 in the amount of \$ 3,635,062.96. Included in this listing are EFT's Nos. 4205 through Nos. 4219 Library vouchers totaling \$ 18,687.02, Tourism totaling \$ 500.00, Property Tax refunds totaling \$ 44,893.66 and Water Utility vouchers totaling \$ 174,081.59. Voided checks in the amount of \$ (8,331.45) are separately listed.

Vouchers approved at prior Council meetings that are included in this distribution.

Knight Barry	TID 5	\$ 736,105.73
Knight Barry	TID 7	\$ 805,899.50
Stark Pavement	Rawson Ave Homes	<u>\$ 218,981.77</u>
TOTAL		\$1,760,987.00

Early release disbursements dated January 17, 2020 through January 31, 2020 in the amount of \$ 2,623,085.35 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated January 31, 2020 is \$ 432,933.79 previously estimated at \$ 400,000.00. Payroll deductions dated January 31, 2020 are \$ 423,500.06 previously estimated at \$ 414,000.00.

The estimated payroll for February 14, 2020 is \$ 396,000.00 with estimated deductions and matching payments of \$ 263,000.00.

Attached is a list of property tax disbursements Check No. 17909 and EFT's Nos. 299 through Nos. 300 dated January 17, 2020 through January 30, 2020 in the amount of \$ 2,825,211.95. \$ 25,211.95 represents tax refunds and payments, and \$ 2,800,000.00 represents temporary investments.

Approval to release payment to Actuarial Health Care Solutions for OPEB actuarial valuation in the amount of \$ 6,400.00 once it has been approved for payment.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of February 1, 2020 in the amount of \$ 3,635,062.96 and
- Payroll dated January 31, 2020 in the amount of \$ 432,933.79 and payments of the various payroll deductions in the amount of \$ 423,500.06 plus City matching payments and
- Estimated payroll dated February 14, 2020 in the amount of \$ 396,000.00 and payments of the various payroll deductions in the amount of \$ 263,000 00, plus City matching payments and
- Property tax disbursements with an ending date of January 30, 2020 in the amount of \$ 2,825,211.95 and
- Approval to release payment of Actuarial Health Care Solutions in the amount of \$ 6,400.00

ROLL CALL VOTE NEEDED

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/4/20
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER I.

See attached listing from meeting of February 4, 2020.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda***

Aldermen's Room

February 4, 2020 – 5:30 p.m.

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2019-2020 New 5:35 p.m.	Shallow, Rebekah L 6125 S Martin Rd New Berlin, WI 53146 Root River Center			
Operator 2019-2020 New 5:40 p.m.	Stachnik, Daniel J 5650 W Wahner Ave #207 Brown Deer, WI 53223 7-Eleven			
Class B Combination 5:45 p.m.	The Bowery, LLC Dbas The Bowery Bar & Grill 3023 W Ryan Rd Roger Hein, Agent			
Class B Combination 5:50 p.m.	Irish Cottage of Franklin LLC Dbas Irish Cottage 11433 W Ryan Rd Jenny Jennings, Agent			
Class B Combination 5:55 p.m.	The Landmark of Franklin LLC Dbas Landmark 11401 W Swiss St Lorie Beth Knaack-Helm, Agent			
Extraordinary Entertainment & Special Event	Mulligan's Irish Pub & Grill – St. Patrick's Day Party Person in Charge: Brian Francis Location: 8933 S 27 th Street Date of Event: 3/17/2020			
Operator 2019-2020	Drewek, Rachel D 6138 W Stack Dr Milwaukee, WI 53219 Root River Center			
Operator 2019-2020	Helm, Amber E 11401 Parkview Lane Hales Corners, WI 53130 The Landmark			
Operator 2019-2020	Lee, Tanner J 8801 S 79 th St Franklin, WI 53132 Marcus Showtime Cinema			
Operator 2019-2020	McCann, Devon B 2920 N Fratney St Milwaukee, WI 53212 The Landmark			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2019-2020	Petricek, Jaime B 5569 S 41 st St Greenfield, WI 53221 St. Paul's Lutheran Church			
Operator 2019-2020	Vrobel, Joseph O 10147 W Forest Home Ave Apt 204 Hales Corners, WI 53130 Country Lanes			
Operator 2019-2020	Watson, Tinnia M 11130 W Morgan Ave Greenfield, WI 53228 Country Lanes			
Temporary Entertainment & Amusement	St. Paul's Evangelical Lutheran Church Person in Charge: Jaime Petricek Event: 2020 Fundraiser: Silent/Live Auction Location: 6881 S. 51 st St Event Date: Saturday, March 28, 2020			
Temporary Class B Beer and Wine	St. Paul's Evangelical Lutheran Church Person in Charge: Jaime Petricek Event: 2020 Fundraiser: Silent/Live Auction Location: 6881 S. 51 st St Event Date: Saturday, March 28, 2020			
3.	Adjournment			
		Time		

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