

<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;">01/21/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND UNIFIED DEVELOPMENT ORDINANCE §15- 3.0103.A.3. SPLIT ZONING OF NEWLY CREATED LOTS NOT ALLOWED, TO PROVIDE FOR AND EXCEPT CERTAIN MINOR LAND DIVISIONS INVOLVING AN ESTABLISHED RESIDENTIAL USE NOT CURRENTLY INTENDED FOR REDEVELOPMENT (CITY OF FRANKLIN, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G, 11.</i></p>

At the January 9, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of an Ordinance to amend Unified Development Ordinance §15-3.0103.A.3. split zoning of newly created lots not allowed, to provide for and except certain minor land divisions involving an established residential use not currently intended for redevelopment.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance 2020-_____, to amend Unified Development Ordinance §15-3.0103.A.3. split zoning of newly created lots not allowed, to provide for and except certain minor land divisions involving an established residential use not currently intended for redevelopment.

ORDINANCE NO. 2020-_____

AN ORDINANCE TO AMEND UNIFIED DEVELOPMENT
ORDINANCE §15-3.0103.A.3. SPLIT ZONING OF NEWLY CREATED
LOTS NOT ALLOWED, TO PROVIDE FOR AND EXCEPT CERTAIN MINOR
LAND DIVISIONS INVOLVING AN ESTABLISHED RESIDENTIAL USE NOT
CURRENTLY INTENDED FOR REDEVELOPMENT
(CITY OF FRANKLIN, APPLICANT)

WHEREAS, §15-3.0103.A.3. Split Zoning of Newly Created Lots Not Allowed of the Unified Development Ordinance requires in part that the split zoning of any newly created lot or parcel into more than one zoning district shall not be allowed, except for the AO, FW, FC, FFO, and SW Districts, and;

WHEREAS, the City of Franklin having applied for a text amendment to §15-3.0103.A.3. of the Unified Development Ordinance to provide for and except certain minor land divisions involving an established residential use not currently intended for redevelopment, such division being for the purpose of providing additional land to an adjoining tax incremental district mixed-use development including industrial and commercial uses, for such remaining established residential dwelling building use parcel or parcels only; and

WHEREAS, the Plan Commission having reviewed the proposed amendment, and having held a public hearing on the proposal on the 9th day of January, 2020 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0103 DISTRICT BOUNDARIES, specifically §15-3.0103.A.3. Split Zoning of Newly Created Lots Not Allowed of the Unified Development Ordinance of the Municipal Code of the City of Franklin, Wisconsin is hereby amended to read as follows:

3. Split Zoning of Newly Created Lots Not Allowed. The split zoning of any newly created lot or parcel into more than one zoning district

shall not be allowed except for the AO, FW, FC, FFO, and SW Districts, and for and upon an application for certified survey map approval for the purpose of providing additional land to an adjoining tax incremental district mixed-use development including industrial and commercial uses, where lots are being created from a parcel or parcels, upon which there exists an established residential dwelling building use, such established use parcel or parcels not being the subject of current further development application, for such remaining established residential dwelling building use parcel or parcels only.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

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

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 _____



CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION

Meeting of January 9, 2020

Unified Development Ordinance Text Amendment

RECOMMENDATION: City Development Staff recommends denial of the proposed Unified Development Ordinance (UDO) Text Amendment.

Project Name: Amendment to UDO Section 15-3.0103.A.3. “Split Zoning of Newly Created Lots Not Allowed”, to provide for and except certain Minor Land Divisions involving an established residential use not currently intended for redevelopment.

Project Address: City-wide.

Applicant: Mayor Steve Olson.

Applicant’s Action Requested: Approval of the proposed UDO text amendment.

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT:

This is a city-sponsored application for a Unified Development Ordinance Text Amendment to amend Section 15-3.0103.A.3. “Split Zoning of Newly Created Lots Not Allowed”, to provide for and except certain Minor Land Divisions involving an established residential use not currently intended for redevelopment, specifically (see highlighted text):

The split zoning of any newly created lot or parcel into more than one zoning district shall not be allowed, except for the AO, FW, FC, FFO, and SW Districts, and for and upon an application for certified survey map approval for the purpose of providing additional land to an adjoining tax incremental district mixed-use development including industrial and commercial uses, where lots are being created from a parcel or parcels, upon which there exists an established residential dwelling building use, such established use parcel or parcels not being the subject of current further development application, for such remaining established residential dwelling building use parcel or parcels only.

BACKGROUND:

On October 10, 2019, Bear Development, LLC submitted applications for a rezoning, land division variance and certified survey map. Among the conditions of approval, City Development staff recommended the following:

The applicant shall apply for a Rezoning from the City to rezone the proposed Lot 2 to a single zoning district, and to remove the C-1 Conservancy District, prior to recording of the subject Certified Survey Map. If said rezoning is approved, the applicant shall revise the Certified Survey Map according to City procedures and requirements.

During the December 5, 2019, regular meeting of the Plan Commission, Bear Development, LLC requested to defer any rezoning classification of Lot 2 to the time of development because this Lot is not under his ownership.

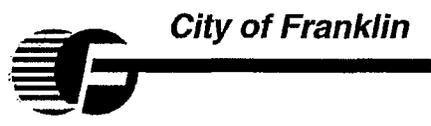
If adopted, this UDO Text Amendment would exclude Lot 2 of said certified survey map (CSM) of the requirement to rezone to a single zoning district.

STAFF RECOMMENDATION

City Development Staff recommends denial of a Unified Development Ordinance Text Amendment to amend Section 15-3.0103.A.3. "Split Zoning of Newly Created Lots Not Allowed", to provide for and except certain Minor Land Divisions involving an established residential use not currently intended for redevelopment.

In this regard, it can be noted that:

- Staff informed the applicant that split lot zoning was not allowed by the UDO by email dated October 18, 2019 and in the Staff Comments Memo dated October 31, 2019.
- The subject CSM is related to a proposed development which has not yet been submitted for City review or approval. As such, more than enough time was available to address this issue without a UDO Text Amendment.
- The prohibition against split lot zoning (except for floodplain and other similar natural resource related features) is a long-standing common zoning practice throughout many communities in Wisconsin (including the City's previous zoning ordinance). Where allowed, such split lot zoning typically follows physical features such as roads, railroads, or rivers.
- The prohibition against split lot zoning is also for the benefit of existing and future property owners such that confusion about the location of the zoning boundary, applicable setbacks and other zoning district standards, etc. can be avoided.



Date of Application: 12/12/2019

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION

Complete, accurate and specific information must be entered. Please Print.

<p>Applicant (Full Legal Name[s]) Name <u>Mayor Steve Olson</u> Company <u>City of Franklin</u> Mailing Address <u>9229 W Loomis Road</u> City / State <u>Franklin, WI</u> Zip <u>53132</u> Phone <u>414-425-7529</u> Email Address <u>Solson@franklinwi.gov</u></p> <p>Project Property Information: (if applicable) Property Address <u>City-wide</u> Property Owner(s) <u>not applicable</u> Mailing Address <u>not applicable</u> City / State <u>Franklin, WI</u> Zip <u>not applicable</u> Email Address <u>not applicable</u></p>	<p>Applicant is Represented by: (contact person)(Full Legal Name[s]) Name <u>not applicable</u> Company <u>not applicable</u> Mailing Address <u>not applicable</u> City / State <u>not applicable</u> Zip _____ Phone <u>not applicable</u> Email Address <u>not applicable</u></p> <p>Tax Key Nos <u>not applicable</u> Existing Zoning <u>not applicable</u> Existing Use <u>not applicable</u> Proposed Use <u>not applicable</u> CMP Land Use Identification <u>not applicable</u></p>
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Franklin
DEC 12 2019
City Development

- UDO Text Amendment submittals **for review** must include and be accompanied by the following:
- This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted
 - Application Filing Fee, payable to City of Franklin \$200
 - Seven (7) copies of a written Project Narrative, including a full description of the proposed text amendment.
(Include the proposal's intent, impacts, and consistency with the Comprehensive Master Plan.)

*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Requires a Class II Public Hearing notice at Plan Commission
- Unified Development Ordinance Text Amendment requests require Plan Commission review and recommendation and Common Council approval
- The City's Unified Development Ordinance (UDO) is available at www.franklinwi.gov

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943.13

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

Signature - Property Owner
Stephen R. Olson Mayor
 Name & Title (PRINT)
 Date 12/13/19

Signature - Applicant
Stephen R. Olson Mayor
 Name & Title (PRINT)
 Date 12/13/19

 Signature - Property Owner
 Name & Title (PRINT)
 Date _____

 Signature - Applicant's Representative
 Name & Title (PRINT)
 Date _____

CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE PLAN COMMISSION OF THE CITY OF FRANKLIN will conduct a public hearing on Thursday, January 9, 2020, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, to hear public comment regarding an application by the City of Franklin, for a proposed Ordinance to Amend Unified Development Ordinance §15-3.0103.A.3. Split Zoning of Newly Created Lots Not Allowed, to Provide for and Except Certain Minor Land Divisions Involving an Established Residential Use Not Currently Intended for Redevelopment, specifically: The split zoning of any newly created lot or parcel into more than one zoning district shall not be allowed, except for the AO, FW, FC, FFO, and SW Districts, and for and upon an application for certified survey map approval for the purpose of providing additional land to an adjoining tax incremental district mixed-use development including industrial and commercial uses, where lots are being created from a parcel or parcels, upon which there exists an established residential dwelling building use, such established use parcel or parcels not being the subject of current further development application, for such remaining established residential dwelling building use parcel or parcels only. This public hearing is being held pursuant to the requirements of §62.23(7)(d)2. of the Wisconsin Statutes and Division 15-9.0200 of the City of Franklin Unified Development Ordinance. A copy of the proposed Unified Development Ordinance Text Amendment ordinance in draft form is available and open for inspection by the public in the office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The public is invited to attend the public hearing and to provide input. The proposed draft ordinance is subject to revisions following public hearing and the further consideration by the Plan Commission and the City of Franklin Common Council.

Dated this 11th day of December, 2019.

Sandra L. Wesolowski
City Clerk

N.B. Class II

Please publish 12/25/19 and 1/1/20

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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;">01/21/20</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND UNIFIED DEVELOPMENT ORDINANCE §15-3.0501.C. EXCLUSIONS (WHEN NATURAL RESOURCE PROTECTION AND SITE INTENSITY AND CAPACITY CALCULATIONS ARE NOT REQUIRED), TO PROVIDE FOR AND EXCLUDE CERTAIN MINOR LAND DIVISIONS INVOLVING AN ESTABLISHED RESIDENTIAL USE NOT CURRENTLY INTENDED FOR REDEVELOPMENT (CITY OF FRANKLIN, APPLICANT)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G, 12.</i></p>
<p>At the January 9, 2020, regular meeting, the Plan Commission carried a motion to recommend approval of an Ordinance to amend Unified Development Ordinance §15-3.0501.C. exclusions (when natural resource protection and site intensity and capacity calculations are not required), to provide for and exclude certain minor land divisions involving an established residential use not currently intended for redevelopment.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to adopt Ordinance 2020-_____, to amend Unified Development Ordinance §15-3.0501.C. exclusions (when natural resource protection and site intensity and capacity calculations are not required), to provide for and exclude certain minor land divisions involving an established residential use not currently intended for redevelopment.</p>		

AN ORDINANCE TO AMEND UNIFIED DEVELOPMENT
ORDINANCE §15-3.0501.C. EXCLUSIONS (WHEN NATURAL RESOURCE
PROTECTION AND SITE INTENSITY AND CAPACITY CALCULATIONS ARE NOT
REQUIRED), TO PROVIDE FOR AND EXCLUDE CERTAIN MINOR LAND
DIVISIONS INVOLVING AN ESTABLISHED RESIDENTIAL USE NOT CURRENTLY
INTENDED FOR REDEVELOPMENT
(CITY OF FRANKLIN, APPLICANT)

WHEREAS, §15-3.0501.C. Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are Not Required) of the Unified Development Ordinance specifies certain development circumstances under which natural resource protection and site intensity and capacity calculations are not required; and

WHEREAS, the City of Franklin having applied for a text amendment to §15-3.0501.C. of the Unified Development Ordinance to additionally provide for and except certain minor land divisions involving an established residential use not currently intended for redevelopment, such division being for the purpose of providing additional land to an adjoining tax incremental district mixed-use development including industrial and commercial uses, for such remaining established residential dwelling building use parcel or parcels only; and

WHEREAS, the Plan Commission having reviewed the proposed amendment, and having held a public hearing on the proposal on the 9th day of January, 2020 and thereafter having recommended approval of such amendment; and

WHEREAS, the Common Council having accepted the recommendation of the Plan Commission and having determined that the proposed amendment is consistent with the 2025 Comprehensive Master Plan of the City of Franklin, Wisconsin and will serve to further orderly growth and development and promote the health, safety and welfare of the Community.

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

SECTION 1: §15-3.0501 NATURAL RESOURCE PROTECTION AND SITE INTENSITY AND CAPACITY CALCULATIONS FOR RESIDENTIAL AND NONRESIDENTIAL USES REQUIRED, specifically §15-3.0501.C. Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are Not Required) of the Unified Development Ordinance of the Municipal

Code of the City of Franklin, Wisconsin is hereby amended to add the following at the end of the current existing text:

A Natural Resource Protection Plan (and related requirements, such as the submission of conservation easements, etc.) shall not be required with an application for certified survey map approval for the purpose of providing additional land to an adjoining tax incremental district mixed-use development including industrial and commercial uses, where lots are being created from a parcel or parcels, upon which there exists an established residential dwelling building use, such established use parcel or parcels not being the subject of current further development application, for such remaining established residential dwelling building use parcel or parcels only, provided with regard to such remaining established residential dwelling building use parcel or parcels that: i) in lieu of the Natural Resource Protection Plan submission requirement, the Certified Survey Map application shall show upon its face the existence of any natural resource features, as identified in §15-4.0102, located on the parcels of the Certified Survey Map based upon the "best available" information; (ii) that a Natural Resource Protection Plan must be submitted upon any further development of the "remaining established residential dwelling building use parcel or parcels"; and iii) the following note shall be placed upon the face of such Certified Survey Map: "The Natural Resource Features identified herein upon lot[s] [number[s]] are not based upon field surveys. In the event of further land division or development of lot[s] [number[s]] with any such Natural Resource Feature, a complete NRPP with field surveys is required for said parcel".

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

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

ORDINANCE NO. 2020-____
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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 _____


CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION
Meeting of January 9, 2020
Unified Development Ordinance Text Amendment

RECOMMENDATION: City Development Staff recommends denial of the proposed Unified Development Ordinance (UDO) Text Amendment.

Project Name: Amendment to UDO Section 15-3.0501.C. "Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are Not Required)", to provide for and exclude certain Minor Land Divisions involving an established residential use not currently intended for redevelopment.

Project Address: City-wide.

Applicant: Mayor Steve Olson.

Applicant's Action Requested: Approval of the proposed UDO text amendment.

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT:

This is a city-sponsored application for a Unified Development Ordinance Text Amendment to amend Section 15-3.0501.C. "Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are Not Required)", to provide for and exclude certain Minor Land Divisions involving an established residential use not currently intended for redevelopment, specifically:

A Natural Resource Protection Plan (and related requirements, such as the submission of conservation easements, etc.) shall not be required with an application for certified survey map approval for the purpose of providing additional land to an adjoining tax incremental district mixed-use development including industrial and commercial uses, where lots are being created from a parcel or parcels, upon which there exists an established residential dwelling building use, such established use parcel or parcels not being the subject of current further development application, for such remaining established residential dwelling building use parcel or parcels only, provided with regard to such remaining established residential dwelling building use parcel or parcels that: i) in lieu of the Natural Resource Protection Plan submission requirement, the Certified Survey Map application shall show upon its face the existence of any natural resource features, as identified in §15-4 0102, located on the parcels of the Certified Survey Map based upon the "best available" information; (ii) that a Natural Resource Protection Plan must be submitted upon any further development of the "remaining established residential dwelling building use parcel or parcels"; and iii) the following note shall be placed upon the face of such Certified Survey Map. "The Natural Resource Features identified herein upon lot[s] [number[s]] are not based upon field surveys. In the event of further land division or development of lot[s] [number[s]] with any such Natural Resource Feature, a complete NRPP with field surveys is required for said parcel"

BACKGROUND:

On October 10, 2019, Bear Development, LLC submitted applications for a rezoning, land division variance and certified survey map. Among the conditions of approval, City Development staff recommended the following:

The applicant shall submit a written conservation easement document and a conservation easement restriction note on the face of the Certified Survey Map in conjunction with the "Natural Resource Protection Plan", subject to review and approval by the Department of City Development, prior to recording the Certified Survey Map. The Conservation Easement shall be reviewed by City staff, and approved by the Common Council, for recording with the Milwaukee County Register of Deeds Office concurrently with recording of the Certified Survey Map.

During the December 5, 2019, regular meeting of the Plan Commission, Bear Development, LLC requested to postpone the delineation of outlots and conservation easement to the time of development, especially for Lot 2 which is not under his ownership and is not part of the proposed rezoning.

If adopted, this UDO Text Amendment would exclude Lot 2 of said certified survey map (CSM) of the requirement of Site Intensity and Capacity Calculations, and the Natural Resource Protection Plan for Lot 2 is allowed to be based on "best available" information.

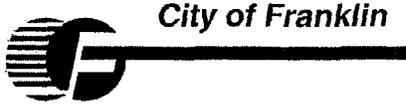
STAFF RECOMMENDATION

City Development Staff recommends denial of a Unified Development Ordinance Text Amendment to amend Section 15-3.0501.C. "Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are Not Required)", to provide for and exclude certain Minor Land Divisions involving an established residential use not currently intended for redevelopment.

In this regard, it can be noted that:

- Staff informed the applicant that site capacity and intensity calculations (and associated detailed delineations and conservation easements) were required by the UDO in the Staff Comments Memo dated October 31, 2019.
- The subject CSM is related to a proposed development which has not yet been submitted for City review or approval. As such, more than enough time was available to address this issue without an UDO Text Amendment.
- The requirement for detailed natural resource delineations, conservation easements (or other similar mechanism), and for the related site capacity and intensity calculations were added to the City's Unified Development Ordinance in 1998.
- The City's policy to require outlots for the additional protection of natural resource features extends to the Common Council's consideration of numerous natural resource encroachment problems associated with the Woodlands of Franklin subdivision plat in 2009.
- The requirement for detailed natural resource delineations, conservation easements, etc., is also for the benefit of existing and future property owners such that confusion about the location of and restrictions associated with natural resource features can be avoided. In

numerous instances, property owners will not be aware of such natural resource restrictions per a note or approximate delineation on their plat, but will be aware of such restrictions due to detailed mapping on a plat of survey, by a Conservation Easement designation, or by an outlot designation.



Date of Application 12/12/2019

UNIFIED DEVELOPMENT ORDINANCE (UDO) TEXT AMENDMENT APPLICATION

Complete, accurate and specific information must be entered. Please Print

<p>Applicant (Full Legal Name[s]) Name <u>Mayor Steve Olson</u> Company <u>City of Franklin</u> Mailing Address <u>9229 W Loomis Road</u> City / State <u>Franklin WI</u> Zip <u>53132</u> Phone <u>414-425-7529</u> Email Address <u>Solson@franklinwi.gov</u></p> <p>Project Property Information. (if applicable) Property Address <u>City-wide</u> Property Owner(s) <u>not applicable</u> Mailing Address <u>not applicable</u> City / State <u>Franklin, WI</u> Zip <u>not applicable</u> Email Address <u>not applicable</u></p>	<p>Applicant is Represented by. (contact person)(Full Legal Name[s]) Name <u>not applicable</u> Company <u>not applicable</u> Mailing Address <u>not applicable</u> City / State <u>not applicable</u> Zip _____ Phone <u>not applicable</u> Email Address <u>not applicable</u></p> <p>Tax Key Nos <u>not applicable</u> Existing Zoning <u>not applicable</u> Existing Use <u>not applicable</u> Proposed Use <u>not applicable</u> CMP Land Use Identification <u>not applicable</u></p>
<p>UDO Text Amendment submittals for review must include and be accompanied by the following:</p> <p><input checked="" type="checkbox"/> This Application form accurately completed with original signature(s) Facsimiles and copies will not be accepted</p> <p><input type="checkbox"/> Application Filing Fee, payable to City of Franklin <input type="checkbox"/> \$200</p> <p><input type="checkbox"/> Seven (7) copies of a written Project Narrative, including a full description of the proposed text amendment <i>(Include the proposal's intent, impacts, and consistency with the Comprehensive Master Plan)</i></p>	

Franklin
DEC 12 2019
City Development

*The 2025 Comprehensive Master Plan Future Land Use Map is available at <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

- Upon receipt of a complete submittal, staff review will be conducted within ten business days
- Requires a Class II Public Hearing notice at Plan Commission
- Unified Development Ordinance Text Amendment requests require Plan Commission review and recommendation and Common Council approval
- The City's Unified Development Ordinance (UDO) is available at www.franklinwi.gov

The applicant and property owner(s) hereby certify that (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s) knowledge, (2) the applicant and property owner(s) has/have read and understand all information in this application, and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis Stat §943.13

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

Signature Property Owner
Stephen R. Olson Mayor
 Name & Title (PRINT)
 Date 12/13/19

Signature Applicant
Stephen R. Olson Mayor
 Name & Title (PRINT)
 Date 12/13/19

 Signature Property Owner

 Name & Title (PRINT)

 Date _____

 Signature Applicant's Representative

 Name & Title (PRINT)

 Date _____

CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE PLAN COMMISSION OF THE CITY OF FRANKLIN will conduct a public hearing on Thursday, January 9, 2020, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, to hear public comment regarding an application by the City of Franklin, for a proposed Ordinance to Amend Unified Development Ordinance §15-3.0501.C. Exclusions (When Natural Resource Protection and Site Intensity and Capacity Calculations Are Not Required), to Provide for and Exclude Certain Minor Land Divisions Involving an Established Residential Use Not Currently Intended for Redevelopment, specifically: A Natural Resource Protection Plan (and related requirements, such as the submission of conservation easements, etc.) shall not be required with an application for certified survey map approval for the purpose of providing additional land to an adjoining tax incremental district mixed-use development including industrial and commercial uses, where lots are being created from a parcel or parcels, upon which there exists an established residential dwelling building use, such established use parcel or parcels not being the subject of current further development application, for such remaining established residential dwelling building use parcel or parcels only, provided with regard to such remaining established residential dwelling building use parcel or parcels that: i) in lieu of the Natural Resource Protection Plan submission requirement, the Certified Survey Map application shall show upon its face the existence of any natural resource features, as identified in §15-4.0102, located on the parcels of the Certified Survey Map based upon the "best available" information; (ii) that a Natural Resource Protection Plan must be submitted upon any further development of the "remaining established residential dwelling building use parcel or parcels"; and iii) the following note shall be placed upon the face of such Certified Survey Map: "The Natural Resource Features identified herein upon lot[s] [number[s]] are not based upon field surveys. In the event of further land division or development of lot[s] [number[s]] with any such Natural Resource Feature, a complete NRPP with field surveys is required for said parcel". This public hearing is being held pursuant to the requirements of §62.23(7)(d)2. of the Wisconsin Statutes and Division 15-9.0200 of the City of Franklin Unified Development Ordinance. A copy of the proposed Unified Development Ordinance Text Amendment ordinance in draft form is available and open for inspection by the public in the office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The public is invited to attend the public hearing and to provide input. The proposed draft ordinance is subject to revisions following public hearing and the further consideration by the Plan Commission and the City of Franklin Common Council.

Dated this 11th day of December, 2019.

Sandra L. Wesolowski
City Clerk

N.B. Class II

Please publish 12/25/19 and 1/1/20

<p style="text-align: center;">APPROVAL</p> <p><i>slw</i> </p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1/21/2020</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Report from the Director of Administration on Impact Fee Administration and 2019 Year-End Activity</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.13.</p>

Report from the Director of Administration:

Annually the Director of Administration is charged with providing a report on impact fees. Generally, this happens in conjunction with and as part of the annual budget process as the information in such a report is contained therein. On a couple of occasions, a separate report has been prepared. Given that my position will be vacant when you receive this report, it will take some time to fill the vacancy, and there are matters still underway relative to impact fees, I thought it was appropriate to provide a final report.

Attached, please find updated reports prepared by Paul Rotzenberg that show the status and activity for each of the various impact fees. Greater detail is provided on the Parks fee due to the continued efforts to ensure use of the fees remain within the time periods provided for in the statutes and ordinance. The reports provide a 2019 year-end closeout. In general, this information has not deviated substantially from that information presented in the budget, except in one manner which is discussed below. Additionally, I will discuss one other outstanding issue.

Parks Impact Fee Eligible Expenditures: There has been a recent development in the application of expenditures against impact fee records. Recently, the City Attorney reported that expenditures, meaning cash payments, in TIF districts can occur after the "expenditure period" provided certain standards were met, which included the existence of an executed contract. In short, statutes provide that the TIF resources can be considered expended at the point that there is a contractual commitment. Given that conclusion, I investigated this issue relative to the expenditure of impact fees. I reached the conclusion that the same standard applied, meaning the funds are considered "used" when a contractual commitment and encumbrance have been recorded. As the impact fee section of the statute does not have the same specific allowance as the TIF section, I provided the City Attorney with a detailed explanation of my administrative determination as to the interpretation and application of the applicable statute.

In summary, I indicated the following to the City Attorney. First, current statute specifies or clarifies that impact fees only have to be "used" which effectively occurs when a contract is executed because the encumbrance means the funds and appropriation cannot be used for another purpose. It is essentially used up or fully committed already. This interpretation is consistent with the new statutory language that allows an individual to defer payment by a bond. In such a case, even though the City does not have the cash in hand it is required to track the resource as if received and to start the clock on its use. This is very analogous but it is with a revenue instead of an expense. The conclusion is that it is the contractual accrual or commitment that counts, not the cash accounting. Such an interpretation also avoids the illogical conclusion that a valid, legally executed contract supported by impact fees could have the impact fees expire leaving the contractual commitment unfunded and the taxpayers, who are intended to be protected by the impact fee statute in the first place, holding the bag. That makes no sense. (Which is probably why the TIF law is structured the way it is.)

In very brief summary, the City Attorney reviewed and investigated my conclusion and noted that there is no further statutory or administrative rule guidance on the issue and that the current term "use" (and forms

thereof) had previously been "spent." As such, the Attorney consulted with the League of Wisconsin Municipalities as to whether my conclusion was appropriate. Curt Witynski, Deputy Executive Director, indicated that there was no legislative discussion distinguishing any statutory intent as to interpretation or the change from "spent" to "used." His words were "I can tell you that the issue was not discussed by legislators and lobbyists when the language was being argued over." He concludes that we have provided "a reasonable argument for interpreting the law." Despite extensive effort, the City Attorney has been unable to identify a clear legislative or court-provided prohibition to this reasonable conclusion.

As such, I have directed the Finance Director to prepare the attached documents reflecting encumbered funds as used up for the purposes of tracking impact fee use timelines. For administrative purposes, the City would use GAAP standards for encumbrances and the DOR's TIF standards (Established financing, Signed contract, and/or Signed developer's agreement) as determining if the funds are "used" for purposes of this statute. The City Attorney advises that there is a risk to such interpretation because there are no court cases determining it is the definitive interpretation. The risk would be limited to any encumbrances that ultimately fall outside of an expenditure period, and interest on those amounts, and would require an individual with standing to pursue a suit on the matter, which suit would then have to be lost by the City. **As noted, I believe it is a reasonable and very defensible and appropriate determination; but if the Council believes otherwise, the Finance Director should be given clear direction to follow a cash accounting interpretation.**

The result is that 2019 expenditures and current encumbrances record as used up all of the necessary Park Impact Fee resources needed through July 2020 and most of that needed for August 2020. As such, the 2020 budgeted park items need to proceed with that timeframe in mind.

School Districts and Impact Fees: I have concluded that the issue of a School District's impact fee exemption remains unresolved for two reasons. First, although the Common Council did not state so specifically when it did not approve the ordinance exempting schools from impact fees, the discussion on the items not approved as part of that ordinance seemed to indicate the goal was to wait for the full Impact Fee Study to be prepared. Second, the Council previously took specific action directing that the Franklin School District could continue to defer the payment on their most recent permits until the issue was resolved. I specifically noted at the January 7th meeting that the deferment remained in place until resolved, to which the Common Council provided no further direction. For those reasons, the issue remains unresolved because the school district must be exempted or the deferral must be terminated. If it is unresolved, the apparent reason must be pending the results of the full impact study. As such, I am advising the consultant on the Impact Fee Facility Needs Study that they will need to address the issue of school district exemption from impact fees within their Facility Needs Study or within an attached document, if they determine that to be more appropriate. If the Common Council believes I have inaccurately interpreted the prior actions, a motion should be made to forward this report and the issue of the prior deferment of the Franklin School District impact fee to a subsequent Common Council meeting.

COUNCIL ACTION REQUESTED

Receive and file or as otherwise determined by the Common Council.

City of Franklin
Summary of Park Impact Fee Availability
12/31/19 - Preliminary

	Spent By	Current Impact Fees			Net Total
		Impact Fee	Interest	Expenditures	
2019					
1st Qtr	2028	56,316 00	35,883 44	0 00	92,199 44
2nd Qtr	2028	113,421 00	39,030 07	0 00	152,451 07
3rd Qtr	2028	57,520 00	27,086 40	102,932 46	(18,326 06)
4th Qtr	2028	721,645 00	12,231 93	176,326 42	557,550 51
	2019	948,902 00	114,231 84	279,258 88	783,874 96
2018	2018	869,037 00	47,964 42	202,038 51	714,962 91
2017	2017	66,591 00	33,123 42	661 26	99,053 16
2016	Total	209,983 00	28,120 12	212,221 99	25,881 13
2015	Total	137,670 00	55,558 15	607,299 51	(414,071 36)
2014	Total	184,592 00	133,563 95	626,182 10	(308,026 15)
2013	Total	317,206 00	84,950 58	124,912 10	277,244 48
2012	Total	263,398 00	102,473 34	-	365,871 34
2011	Total	163,106 00	44,506 30	-	207,612 30
2010	Total	145,479 00	66,273 18	46 87	211,705 31
2009	Total	80,215 00	86,651 98	5,459 02	161,407 96
2008	Total	133,074 00	95,987 90	10,913 04	218,148 86
2007					
1st Qtr	2020	56,660 00	46,373 12	-	103,033 12
2nd Qtr	2020	70,825 00	36,677 27	-	107,502 27
3rd Qtr	2020	53,559 00	48,371 51	1,800 00	100,130 51
4th Qtr	2020	39,662 00	41,384 48	822,097 23	(741,050 75)
	Total	220,706 00	172,806 38	823,897 23	(430,384 85)
2006	Total	646,907 00	144,950 45	392,618 08	399,239 37
2005	Total	1,006,696 00	63,382 62	471,251 40	598,827 22
2004	Total	1,028,255 00	17,433 14	28,523 46	1,017,164 68
2003	Total	668,917 00	6,283 52	-	675,200 52
2002	Total	275,620 00	3,114 10	-	278,734 10
Total		7,366,354 00	1,301,375 39	3,785,283 45	4,882,445 94
	Spent	3,753,880 00			

**City of Franklin
Monthly Park Impact Fees Collected
27.0000.4291**

Spent thru 12/31/2019

Month	Collected Year & Month												
	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Jan	25,497	34,866	6,250	-	-	20,842	7,598	5,632	2,816	-	-	9,765	31,667
Feb	8,499	14,880	11,465	3,281	83,871	10,851	3,799	5,632	5,914	12,002	6,342	3,423	13,864
Mar	22,664	8,928	3,125	3,281	10,335	14,468	18,995	8,448	3,098	9,045	6,342	17,115	10,785
Apr	14,165	5,952	3,125	76,578	10,335	10,851	83,610	43,696	8,871	6,030	6,342	3,423	77,471
May	11,332	11,904	6,250	3,281	-	7,234	18,995	5,632	54,874	119,591	9,513	77,676	10,785
Jun	45,328	2,976	6,250	16,405	10,335	36,170	22,794	21,168	14,785	9,045	3,171	87,945	25,165
Jul	22,396	20,832	15,625	13,124	13,780	94,259	26,593	16,896	2,957	6,030	9,513	145,083	25,165
Aug	14,165	8,928	12,500	9,843	6,890	21,702	43,066	14,080	11,828	9,045	6,342	81,099	28,760
Sep	16,998	5,952	3,125	9,843	-	3,617	30,400	19,712	11,828	18,090	9,513	77,676	3,595
Oct	22,664	11,904	9,375	-	3,445	18,085	40,528	26,800	14,785	3,015	-	13,692	678,505
Nov	11,332	2,976	-	3,281	17,225	21,702	15,196	8,448	5,914	12,060	-	13,692	14,380
Dec	5,666	2,976	3,125	6,562	6,890	3,617	5,632	8,448	-	6,030	9,513	338,448	
Total	220,706	133,074	80,215	145,479	163,106	263,398	317,206	184,592	137,670	209,983	66,591	869,037	920,142

Regular Holding Period is 10 years from date collected

2020 Budget - Projects

Project	Cost	Impact Fees
Pleasant View Improvements	150,000	70,500
Park land Acquisition	550,000	247,500
Overflow Parking - Kayla's Playground	250,000	117,500
Trails, Bicycle routes & connectivity	350,000	186,000
Total	1,300,000	621,500

Per Resolution 2016-7177 - Holding period extended to 13 years for fees collected after April 10, 2006 this extended holding period ends Dec 31, 2022

L:\41803 VOL11 Finance\Impact Fees\Monthly PARK Impact Fees Collected-2004 forward.xlsx\Collections Summary

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2020
REPORTS & RECOMMENDATIONS	Data Collection for an Enhanced Capital Improvement Plan (CIP)	ITEM NUMBER <i>M.14.</i>

The Mayor's Recommended 2020 Budget and the Adopted Budget included the following statement.

"The Mayor proposes that the City will undertake a much more comprehensive review of its facilities and facility needs and prepare, during 2020, a comprehensive Capital Improvement Plan. It will address roofs, parking lots, and HVAC systems. It will address park system needs and equipment. It is intended to be a comprehensive document with at least a 10-year perspective. This will enable a clear prioritization of needs to be addressed on an annual basis. A process recommendation will be developed during the remainder of 2019."

The vacancy in the Director of Administration (DOA) position will hinder this development, but it is possible to begin the data gathering needed, so that detailed information is available in the second quarter for inputting into a CIP. The goal is to use professional services to investigate the state and status of our facilities.

The City has used Industrial Roofing Services, Inc. (IRS) for its roof inspections and design. They performed very well for the City Hall project in 2019 and the Fire Department project a couple years ago. Besides roofs, they can evaluate exterior walls, windows, doors, parking lots, and exterior ADA compliance. Their proposals are broken down into the three disciplines: roofs, hardscapes, and window and wall. Each identifies the scope of the work involved. Their reports are detailed and will be very useful for a CIP. RS will evaluate the 7 main buildings (City Hall, Police Department, Library, DPW, and three Fire Stations) and have incorporated the accessory buildings associated with them. The City Hall, for example, has two accessory buildings (garages) and there are 9 overall. Some park shelters were also included.

The attached proposals could exclude Ken Windl Park from the roof and wall review based on budgeted work that will already occur this year. Also the proposals would need to be modified to try to expand the "annual budget summary" information to a 10 year period, as opposed to 5 year.

HVAC systems also need to be evaluated since that is a major component and unexpected failures are troublesome and costly. IRS also does such evaluations and a quote is being prepared, but will likely be in the same general area as the other disciplines. A sample quote that shows the scope of review is attached, but it does not contain pricing.

In both cases, detailed reviews, anticipated schedules, and project cost estimates are provided. If approved and given the vacancy at DOA, the Mayor will direct the Department of Inspection Services to review the work product for accuracy, thoroughness, and clarity.

It was originally anticipated that these could be funded through the Professional Services appropriations in the DOA, since it was not uncommon for some of these appropriations to go

unused. However, with the vacancy at DOA, it is quite possible that professional services like a labor attorney or benefits attorney will need to be contracted during the period of vacancy. Additionally, the costs estimates have come in higher than anticipated, particularly due to the HVAC reviews.

Therefore, if the effort is to move forward, it would be necessary to use General Fund contingency appropriations. Backing out the two portions of Ken Windl and assuming a 10-year budget scope does not increase the cost, the combined total cost of the attached proposals would be \$27,275. The HVAC review would be an additional \$5,000 to \$10,000 (each is a little more complex, but not every structure has HVAC - and only part of City Hall needs review).

Ultimately, a lack of accurate information could hamper the effectiveness of an enhanced Capital Improvement Plan, so one could argue the information is necessary. Fine-tuning the scope and the proposals could reduce the cost if buildings were excluded. For example, if the City weren't interested in the accessory buildings being reviewed. At these prices, however, one thorough review is recommended. The Director of Administration does not believe that the City will find an alternative contractor that will provide as much detail for this level of cost.

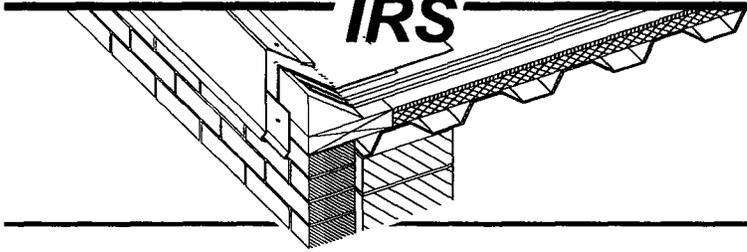
In addition to an evaluation of existing buildings, the 2020 budget document indicated that \$20,000 would be spent during 2019 on a Needs Analysis for a "Highway Building addition." The budget book estimated the building itself would be a \$2,000,000 addition with \$100,000 in design work. The appropriation for the Needs Analysis was never established in 2019, so a contract was not executed in the midst of all of the other tasks. The funding, therefore, fell to the bottom line or fund balance of the Capital Improvement Fund. Unless instructed otherwise, the Finance Director will bring forward a budget modification to carry this funding forward to 2020, and the City Engineer will bring a consultant and contract forward to prepare the Needs Analysis. Having such a needs analysis is useful because it will provide a much more accurate assessment of the building needs and potential costs. This will enable the building and its costs to be worked into the full CIP with the appropriate funding and timing considerations. [Note: This review would not eliminate the need for the above evaluation. The IRS review will be more detailed in certain aspects and they would coordinate with the needs assessment contractor, thereby aiding that review.]

Conclusion: Authorizing these actions will allow field work and data collection to move forward despite the vacancy in the Department of Administration. This will then help create an opportunity for the desired CIP enhancement to proceed. Ultimately \$32,000 to \$40,000 of General Fund contingency would be needed. If approved, the HVAC proposal would be finalized and the other two modifications noted above would occur to the attached proposal and they would be brought back for approval.

COUNCIL ACTION REQUESTED

Motion to authorize the staff to prepare any revisions to the attached proposal and to obtain a completed proposal for HVAC inspections with Industrial Roofing Services, Inc., and to return the same to the Common Council for approval, acknowledging that as much as \$32,000 to \$40,000 in General Fund contingency appropriations would be required.

Or, another such motion as the Common Council shall determine.



IRS

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

Proposal for
VISUAL ROOF SURVEYS
of
**MULTIPLE FACILITIES PER
ATTACHED FACILITY LIST**

Submitted by

W. RYAN WILKE, PE

Prepared for

Mr. Mark Luberda

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

December 11, 2019

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters "IRS" in a bold, sans-serif font, with a stylized line drawing of a roof structure to its right.

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

December 11, 2019

Mr. Mark Luberda
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Subject: Proposal to complete Visual Roof Surveys of Multiple Facilities per Attached Facility List.

Dear Mr. Luberda:

Industrial Roofing Services, Inc. is pleased to submit the following proposal to perform Visual Roof Surveys of each roof area of the facilities indicated on the attached listing. These surveys and their accompanying summaries will provide you with the information necessary to plan required roofing work during the next five (5) years, creating a roof management program to facilitate proactive asset management practices that result in reduced life-cycle costs of new and existing roof.

The results of these surveys will be available for your review through a secure client login via our Web Based Asset Management Program at www.irsroof.com. Secure, web based access to the information gathered during this survey along with our observations and recommendations provide easy access to all information necessary to effectively manage your roof assets.

IRS shall supply all services necessary to provide the following information:

Roof Plan Drawing: IRS will create a scaled, CAD-generated roof plan of each facility to identify individual roof areas and determine total square footage for the purpose of establishing budgets. All perimeters will be shown on the plan.

Roof Conditions and Photographs: IRS will examine each roof system's general appearance to analyze flashing conditions, membrane surface conditions, general drainage characteristics, excessive traffic patterns, etc., and to identify the presence of any contaminants and/or previous repairs. The adjoining building walls will also be examined for conditions that could affect the performance of the roof system. Conditions of each roof area will be confirmed and documented with photographs.

Recommendations and Estimated Costs: Based on the existing construction and conditions of each roof area, IRS will establish recommendations and estimated costs for all roofing work that may be required over the next five (5) years.

Annual Budget Summary: The recommendations and budgets will be compiled into a summary for any necessary maintenance and capital roofing expenditures over the next five (5) years.

Mr. Luberd
December 11, 2019
Page 2

FEES

Industrial Roofing Services, Inc. shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of Nine Thousand Seven Hundred Dollars (\$9,700).

AUTHORIZATION

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. a purchase order or signed contract) to our corporate headquarters:

Industrial Roofing Services, Inc.
13000 West Silver Spring Drive
Butler, WI 53007
Fax: (262) 432-0504

Upon receipt of a purchase order or signed contract we will enter the information in our system and schedule the work to be completed.

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC.

W. Ryan Wilke, PE

W. Ryan Wilke, PE
Sr. Project Manager

tlr

Acknowledged by:

Name Title Date: _____

FACILITY LIST

<u>Site Name</u>	<u>Site Address</u>	<u>Survey Cost</u>
City Hall	9229 W. Loomis Road	\$975.00
City Hall – Storage Garage	9229 W. Loomis Road	Included
City Hall – Storage Building	9229 W. Loomis Road	Included
Fire Station #1	8901 W Drexel Ave Fire Station #1	\$975.00
Fire Department Garage	8901 W Drexel Ave Fire Station #1	Included
DPW Garage	7979 W Ryan Rd.	\$1,500.00
Salt Storage Shed	7811 W Ryan Rd Public Works	Included
Stock Garage	7811 W Ryan Rd Public Works	Included
Public Works Garage	7811 W Ryan Rd Public Works	Included
Sign Shed	7811 W Ryan Rd Public Works	Included
Salt dome	7811 W Ryan Rd Public Works	Included
Fire Station #3	4755 W Drexel Ave Fire Station #3	\$875.00
Fire Station #3 Garage	4755 W Drexel Ave Fire Station #3	Included
Fire Station #2	9911 S 60th St Fire Station #2	\$875.00
Police Department	9455 W. Loomis Road	\$1,500.00
Public Library	9151 W. Loomis Road	\$1,250.00
Lions Legend Park	8050 Legend Drive Lions	\$550.00
Vernon E Barg Pavilion	8717 W Drexel Ave Lions	\$550.00
Ken Windl Park	11615 W Rawson Ave	\$650.00
	Total	\$9,700.00



IRS

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Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

Proposal for

VISUAL HARDSCAPE SURVEYS

Of

**MULTIPLE FACILITIES PER
ATTACHED FACILITY LIST**

Submitted by

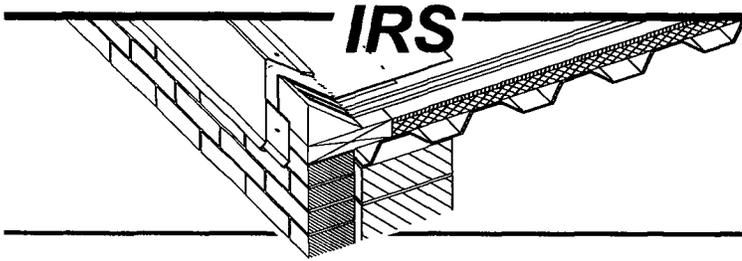
W. RYAN WILKE, PE

Prepared for

Mr. Mark Luberda

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

December 11, 2019



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December 11, 2019

Mr. Mark Luberda,
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

SUBJECT: Proposal to Complete Visual Hardscape Surveys of Multiple Facilities per Attached Facility List.

Dear Mr. Luberda:

Industrial Roofing Services, Inc. is pleased to submit the following proposal to perform Visual Hardscape Surveys of the facilities indicated on the attached listing. This survey and the accompanying summaries will provide you with the information necessary to plan for any required hardscape work during the next five (5) years, creating a hardscape management program to facilitate proactive asset management practices that result in reduced life-cycle costs of new and existing hardscape assets.

The results of these surveys will be available for your review through a secure client login via our Web Based Asset Management System at www.irsroof.com. Secure, web based access to the information gathered during these surveys along with our observations and recommendations provide easy access to all information necessary to effectively manage your facilities hardscape assets.

IRS shall supply all services necessary to provide the following information:

Site Plan Drawings: IRS will create a CAD-generated site plan drawing of each facility as part of this proposal to identify individual hardscape areas and determine total square footage for the purpose of establishing budgets. The site plan drawings shall be representative of critical lot dimensions and show your hardscapes in relationship to main and secondary buildings, drainage receptor locations, parking layout, including ADA parking stalls, light pole positions, curbing, islands, adjoining roads, etc., to provide you with a graphic representation of the site discussed within the survey report.

Safety Concerns: We will identify any areas needing immediate attention to correct deficiencies which may pose a safety concern.

Hardscape Conditions and Photographs: IRS will examine the condition of each hardscape area, noting and documenting observed conditions, general drainage characteristics, excessive traffic patterns, etc. Conditions of each hardscape area will be confirmed and documented with photographs. The identification of current conditions and the status of one's assets are important in developing a long-term hardscape asset management strategy. IRS will provide you with an overall assessment of appearance and conditions of each site. This may include observations of surrounding topography, which may adversely impact base or sub-base drainage of your hardscapes. Americans with Disabilities Act (ADA) compliance will also be noted.

Mr. Luberda
December 11, 2019
Page 2

Site Statistics: We will provide you with specific dimensions noting square footage, number of parking and handicap stalls, number of drainage components and light poles plus additional information as needed.

Paser Rating: We will evaluate the general condition of your hardscape areas using the **Pavement Surface Evaluation and Rating System (1-10 -- 10=best)**. Use of this standardized rating system provides the consistency and uniformity necessary for effective prioritization of spending in the most fiscally responsible manner possible for the protection and maintenance of your assets.

Recommendations and Budgets: Based on the existing construction and conditions of each hardscape area, IRS will establish recommendations and accurate budget figures for both maintenance and/or capital expenditures which may be required over the next five (5) years.

Annual Budget Summary: The recommendations and budgets will be compiled into a summary for any necessary maintenance and capital roofing expenditures over the next five (5) years.

Mr. Luberda
December 11, 2019
Page 3

FEES

Industrial Roofing Services, Inc. shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of Nine Thousand Fifty Dollars (\$9,050).

AUTHORIZATION

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. a purchase order or signed contract) to our corporate headquarters:

Industrial Roofing Services, Inc.
13000 West Silver Spring Drive
Butler, WI 53007
Fax: (262) 432-0504

Upon receipt of a purchase order or signed contract we will enter the information in our system and schedule the work to be completed.

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC.

W. Ryan Wilke, PE

W. Ryan Wilke, PE
Sr. Project Manager

tlr

Acknowledged by:

Name Title Date: _____

FACILITY LIST

Site Name	Site Address	Survey Cost
City Hall	9229 W. Loomis Road	\$1,100.00
City Hall – Storage Garage	9229 W. Loomis Road	Included
City Hall – Storage Building	9229 W. Loomis Road	Included
Fire Station #1	8901 W Drexel Ave Fire Station #1	\$650.00
Fire Department Garage	8901 W Drexel Ave Fire Station #1	Included
DPW Garage	7979 W Ryan Rd.	\$1,500.00
Salt Storage Shed	7811 W Ryan Rd Public Works	Included
Stock Garage	7811 W Ryan Rd Public Works	Included
Public Works Garage	7811 W Ryan Rd Public Works	Included
Sign Shed	7811 W Ryan Rd Public Works	Included
Salt dome	7811 W Ryan Rd Public Works	Included
Fire Station #3	4755 W Drexel Ave Fire Station #3	\$650.00
Fire Station #3 Garage	4755 W Drexel Ave Fire Station #3	Included
Fire Station #2	9911 S 60th St Fire Station #2	\$650.00
Police Department	9455 W. Loomis Road	\$1,500.00
Public Library	9151 W. Loomis Road	\$1,250.00
Lions Legend Park	8050 Legend Drive Lions	\$550.00
Vernon E Barg Pavilion	8717 W Drexel Ave Lions	\$550.00
Ken Windl Park	11615 W Rawson Ave	\$650.00
	Total	\$9,050.00

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters "IRS" in a bold, sans-serif font, with a horizontal line passing through the middle of the letters. To the right of the logo is a technical cross-section drawing of a roof structure, showing various layers of insulation, sheathing, and roofing materials.

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

Proposal for

VISUAL WINDOW AND WALL SURVEY

Of

MULTIPLE FACILITIES PER

ATTACHED FACILITY LIST

Submitted by

W. RYAN WILKE, PE

Prepared for

Mr. Mark Luberda

City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

December 11, 2019

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters 'IRS' in a bold, sans-serif font, with a stylized architectural drawing of a building's roofline and wall section to its right.

Industrial Roofing Services, Inc.
13000 West Silver Spring Drive
Butler, Wisconsin 53007
Phone: (262) 432-0500
Fax: (262) 432-0504
www.irsroof.com

December 11, 2019

Mr. Mark Luberda
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

SUBJECT: Proposal for a Visual Window and Wall Surveys of Multiple Facilities per Attached Facility List.

Dear Mr. Luberda:

Industrial Roofing Services, Inc. is pleased to submit the following proposal to perform a visual survey of the exterior windows and walls of the facilities indicated on the attached listing. This survey and the accompanying summary will provide you with the information necessary to plan for necessary repair work during the next five (5) years, creating a window and wall management program to facilitate proactive asset management practices that result in reduced life-cycle costs of new and existing wall systems.

The results of this survey will be available for your review through a secure client login via our Web Based Asset Management Program at www.irsroof.com. Secure, web based access to the information gathered during this survey along with our observations and recommendations provide easy access to all information necessary to effectively manage your window and wall assets.

IRS shall supply all services necessary to provide the following information:

Building Elevation Drawings: IRS will create CAD-generated drawings of building elevations. The elevation drawings will also be used to determine square footage and lineal footage for the purpose of establishing budgets and locate deficiencies on individual elevations.

Wall Conditions and Photographs: IRS will examine each building elevation's general appearance and locate identified problem areas on the elevation drawings, if applicable. Photographs of deficiencies will be taken and included as part of the survey.

Window Conditions and Photographs: IRS will examine the windows installed on each building elevation to identify their general appearance, condition, construction. Problem windows will be located on the elevation drawings, if applicable. Photographs of observed deficiencies will be taken and included as part of the survey.

Written Report: IRS will compile the data gathered during the survey into a written report relating to the window and walls conditions in general and on individual building elevations, identifying the types and locations of any observed deficiencies.

Recommendations and Estimated Costs: Based on the existing construction and conditions, IRS will establish recommendations and an opinion of probable cost for all work that may be required over the next five (5) years.

Mr. Luberda
December 11, 2019
Page 2

FEES

Industrial Roofing Services, Inc. shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of Nine Thousand Eight Hundred Twenty-Five Dollars (\$9,825).

AUTHORIZATION

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. a purchase order or signed contract) to our corporate headquarters:

Industrial Roofing Services, Inc.
13000 West Silver Spring Drive
Butler, WI 53007
Fax: (262) 432-0504

Upon receipt of a purchase order or signed contract we will enter the information in our system and schedule the work to be completed.

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC.

W. Ryan Wilke, PE

W. Ryan Wilke, PE
Sr. Project Manager

tlr

Acknowledged by:

Name

Title

Date: _____

Mr. Luberda
 December 11, 2019
 Page 3

FACILITY LIST

<u>Site Name</u>	<u>Site Address</u>	<u>Survey Cost</u>
City Hall	9229 W. Loomis Road	\$1,100.00
City Hall – Storage Garage	9229 W. Loomis Road	Included
City Hall – Storage Building	9229 W. Loomis Road	Included
Fire Station #1	8901 W Drexel Ave Fire Station #1	\$975.00
Fire Department Garage	8901 W Drexel Ave Fire Station #1	Included
DPW Garage	7979 W Ryan Rd.	\$1,500.00
Salt Storage Shed	7811 W Ryan Rd Public Works	Included
Stock Garage	7811 W Ryan Rd Public Works	Included
Public Works Garage	7811 W Ryan Rd Public Works	Included
Sign Shed	7811 W Ryan Rd Public Works	Included
Salt dome	7811 W Ryan Rd Public Works	Included
Fire Station #3	4755 W Drexel Ave Fire Station #3	\$875.00
Fire Station #3 Garage	4755 W Drexel Ave Fire Station #3	Included
Fire Station #2	9911 S 60th St Fire Station #2	\$875.00
Police Department	9455 W. Loomis Road	\$1,500.00
Public Library	9151 W. Loomis Road	\$1,250.00
Lions Legend Park	8050 Legend Drive Lions	\$550.00
Vernon E Barg Pavilion	8717 W Drexel Ave Lions	\$550.00
Ken Windl Park	11615 W Rawson Ave	\$650.00
	Total	\$9,825.00



IRS

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

Revised Proposal for

**VISUAL HVAC MECHANICAL
SURVEY**

of

MULTIPLE FACILITIES PER ATTACHED FACILITY LIST

Franklin, WI

Submitted by

W. RYAN WILKE, PE

Prepared for

Mr. Mark Luberda

**City of Franklin
9229 W. Loomis Road
Franklin, WI 53132**

January 17, 2020

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters "IRS" in a bold, sans-serif font, with a stylized line drawing of a roof structure to its right.

Industrial Roofing Services, Inc.

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone: (262) 432-0500

Fax: (262) 432-0504

www.irsroof.com

January 17, 2020

Mr. Mark Lubberda
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

SUBJECT: Revised Proposal for a Visual HVAC Mechanical Survey for Multiple Facilities per Attached Facility List, located in Franklin, WI.

Dear Mr. Lubberda:

Industrial Roofing Services, Inc. is pleased to submit the following proposal to perform Visual HVAC Mechanical Surveys on your facilities. The surveys and the accompanying Survey Reports will provide you with the information required to plan for any replacement of HVAC mechanical equipment and improve budget forecasting for capital expenditures. The proposal has been revised to reflect a correction of the addresses for the Norcross properties as shown on the attached facility list.

IRS shall supply all services necessary to provide the following information:

HVAC Mechanical Plan Drawings: IRS will create a scaled, CAD-generated roof plan of each facility to identify individual HVAC units and determine quantity and capacity of the units for the purpose of establishing budgets.

HVAC Unit Conditions and Photographs: IRS will examine each HVAC unit to analyze condenser and evaporator coil conditions and overall general condition. Conditions of each HVAC unit will be confirmed and documented with photographs.

Recommendations and Budgets: IRS will establish recommendations and accurate budget figures based on the existing HVAC equipment's age and condition. Probable costs and schedules will be provided for any HVAC equipment requiring replacement.

Executive Management Summary: IRS will develop a projection to plan for capital expenditures for the next five years.

Mr. Luberda
January 17, 2020
Page 3

FEES

Industrial Roofing Services, Inc. shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of TBD (\$TBD).

AUTHORIZATION

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. a purchase order or signed contract) to our corporate headquarters:

Industrial Roofing Services, Inc.
13000 West Silver Spring Drive
Butler, WI 53007
Fax: (262) 432-0504

Upon receipt of a purchase order or signed contract we will enter the information in our system and schedule the work to be completed

Should you have any questions regarding this proposal, please do not hesitate to call. We appreciate this opportunity and look forward to working with you on this project.

Sincerely yours,
INDUSTRIAL ROOFING SERVICES, INC.

W. Ryan Wilke, PE

W. Ryan Wilke, PE
Sr. Project Manager

tlr

Acknowledged by:

Name Title Date: _____

FACILITY LIST

Site Name	Site Address	Survey Cost
City Hall	9229 W. Loomis Road	TBD
City Hall – Storage Garage	9229 W. Loomis Road	
City Hall – Storage Building	9229 W. Loomis Road	
Fire Station #1	8901 W Drexel Ave Fire Station #1	TBD
Fire Department Garage	8901 W Drexel Ave Fire Station #1	
DPW Garage	7979 W Ryan Rd.	TBD
Salt Storage Shed	7811 W Ryan Rd Public Works	
Stock Garage	7811 W Ryan Rd Public Works	
Public Works Garage	7811 W Ryan Rd Public Works	
Sign Shed	7811 W Ryan Rd Public Works	
Salt dome	7811 W Ryan Rd Public Works	
Fire Station #3	4755 W Drexel Ave Fire Station #3	TBD
Fire Station #3 Garage	4755 W Drexel Ave Fire Station #3	
Fire Station #2	9911 S 60th St Fire Station #2	TBD
Police Department	9455 W. Loomis Road	TBD
Public Library	9151 W. Loomis Road	TBD
Lions Legend Park	8050 Legend Drive Lions	TBD
Vernon E Barg Pavilion	8717 W Drexel Ave Lions	TBD
Ken Windl Park	11615 W Ransom Ave	TBD
	Total	\$00.00

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	RESOLUTION OF SUPPORT FOR THE S. 116TH STREET TRAIL IN THE WISDOT 2020-2024 TRANSPORTATION ALTERNATIVES PROGRAM (TAP)	ITEM NO. 15,

BACKGROUND

The Transportation Alternatives Program (TAP) is a legislative program that was authorized in Fixing America's Surface Transportation Act (or "FAST Act"), the federal transportation act that was signed into law on December 4, 2015. With certain exceptions, projects that met eligibility criteria for the Safe Routes to School Program, Transportation Enhancements, and/or the Bicycle & Pedestrian Facilities Program are eligible TAP projects.

All TAP projects require sponsors to pay 20% of approved projects costs- i.e. 80% of the project would be covered by the grant. TAP projects must commence within four years of the award date.

Staff has been working with Alderman Nelson to prepare an application for the S. 116th Street Trail. This project was included in a WISDOT Multimodal Local Supplement Application (MLS) that would pay 90% of the project costs. Awards for the MLS projects have not been announced and Staff understands that over 1,200 projects were submitted for consideration.

ANALYSIS

The 116th Street Trail is an eligible TAP project. This trail would extend from W. Loomis Road / Waukesha County line vicinity along the WE Energies easement (Inner Urban Rail corridor) northeast to S. 116th Street and up the west side of S. 116th Street in the WE Energies easement to the St. Martins area and connect to the current paved trail. The total length is about 12,900 feet.

The deadline for the TAP application is January 24, 2020. Staff is still completing the grant and may have a rough draft ready for the Common Council meeting on January 21. A resolution of support is required for an application and a copy is due on April 17, 2020. The grant application will be completed with the assistance of Alderman Nelson.

Although they cannot be submitted with the TAP application, the application will include reference letters of support from the City of Muskego and Milwaukee County.

FISCAL NOTE

The request will be for design/permitting (\$100,000) and construction (\$1,500,000) of the total project. The City's 20% share would be \$320,000.

OPTIONS

- A. Authorize Staff to submit application and sign resolution of support. Or
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Option A) Resolution 2020-_____ a resolution of support for the S. 116th Street Trail in the WISDOT 2020-2024 Transportation Alternatives Program (TAP) and authorize staff to submit.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

A RESOLUTION OF SUPPORT FOR THE
S. 116TH STREET TRAIL IN THE WISDOT 2020-2024
TRANSPORTATION ALTERNATIVES PROGRAM (TAP)

WHEREAS, the City of Franklin values the quality of life for all ages of its residents; and

WHEREAS, trails are an important opportunity to provide exercise and opportunity to traverse the City in a safe manner on a pedestrian and bicycle facility; and

WHEREAS, the S. 116th Street Trail has long been considered a potential project and has appeared on numerous City, County, and Regional trail masterplans; and

WHEREAS, the trail has garnered support from other agencies including the City of Muskego and Milwaukee County Parks; and

WHEREAS, the Wisconsin Department of Transportation (WISDOT) is soliciting projects for the 2020-2024 Transportation Alternatives Program (TAP).

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby support the submittal of the S. 116th Street Trail to WISDOT for consideration in the 2020-2024 Transportation Alternatives Program (TAP).

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2020 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2020.

APPROVED:

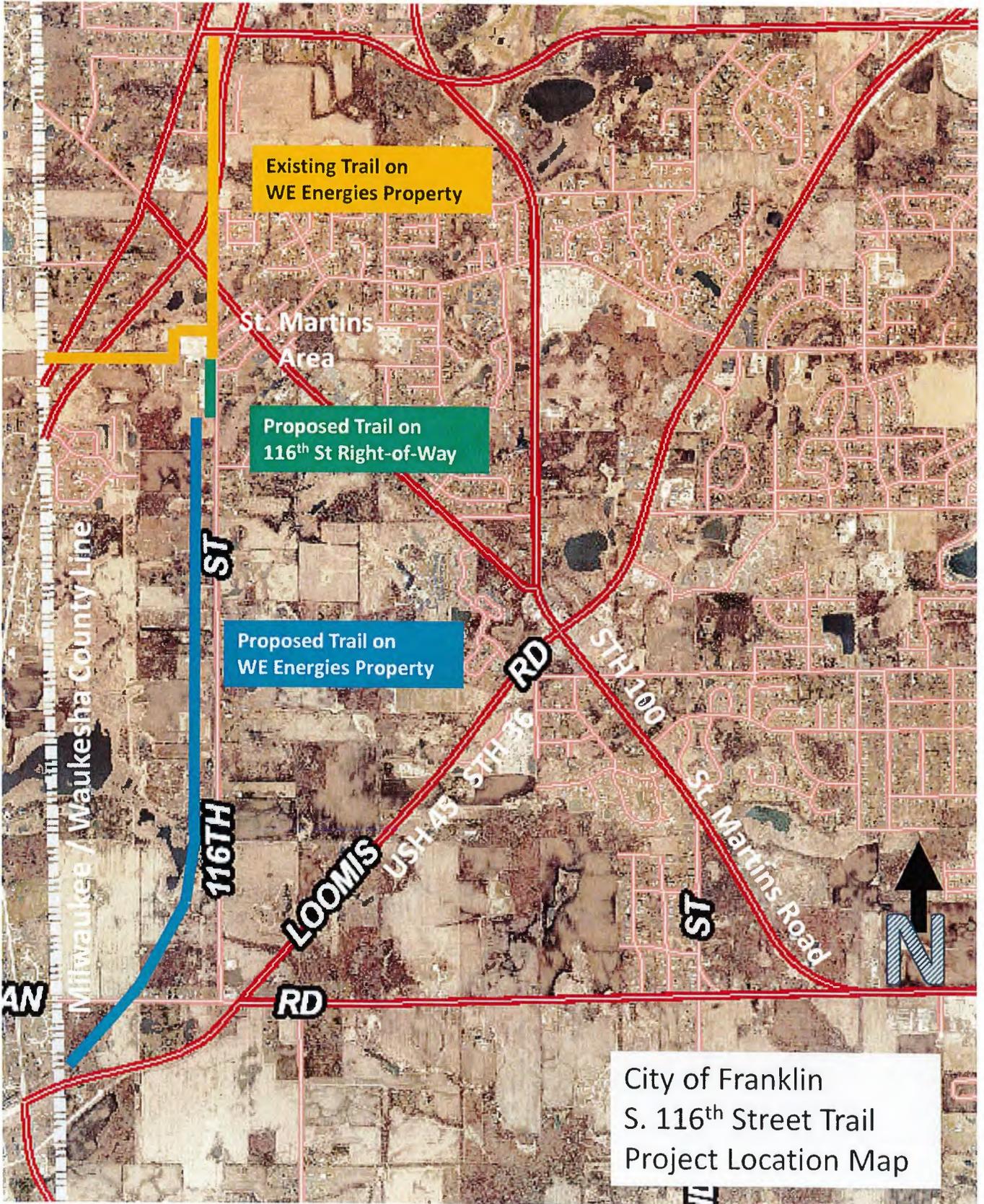
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Engineering/GEM



Existing Trail on WE Energies Property

Proposed Trail on 116th St Right-of-Way

Proposed Trail on WE Energies Property

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

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	DIRECTION TO STAFF TO DELINEATE WETLANDS, MAKE APPLICATION TO WDNR, AND IF ALLOWED, HAVE STAFF PREPARE AND OBTAIN PROPERTY OWNER WAIVERS AND AUTHORIZE DPW TO PERFORM NEEDED WORK ON PRIVATE PROPERTY (8531 AND 8635 S. 116TH STREET) FOR THE PURPOSES OF ALLEVIATING FLOODING ON S. 116TH STREET	ITEM NO. <i>S.116.</i>

BACKGROUND

Residents and the traveling public on S. 116th Street have at least two significant drainage concerns. These concerns are affecting the public right of way and standing water in the vicinity of 8570 and 8628 S. 116th Street. The flooding was significant enough in December 2019 that the road was closed to through traffic.

ANALYSIS

It is believed that S. 116th Street serves as an east-west drainage divide and any water that backs up to the road from either direction should have an outlet to the opposite direction.

A situation concerning a pond on the east side behind several properties (8628-8666 S. 116th Street) was involved in litigation for many years and the City understands that the issue will soon be resolved, although the details as to the fix are confidential. The pond has grown such that not only is it impeding the full use of private back yards, but it has backed up drainage from S. 116th Street.

It is believed that the west side has obstruction(s) that impede the free flow of water towards the Ryan Creek. These obstructions may include, but are not limited to, blockages in ditches, built up yard/landscaping, and vegetative growth.

Given that the east side may have an unknown resolution with an unknown time frame, Staff recommends that City efforts to scrape and clean the Flanigan and Steier properties are the most expedient to resolve flooding on S. 116th Street.

Staff started exploring the necessary steps to use DPW equipment and work on the private properties. These efforts will include waivers by the property owners to allow City to work on their properties and will include a permit from WDNR. Preliminary discussions with both property owners indicate that they are open to a limited DPW effort on their properties but would like to participate in defining the actual work. Unfortunately, WDNR was not as accommodating and will require that any disturbance to the land on the west side will require a permit approval which includes a wetland delineation/determination. Since the growing season has ended the City will need to wait until spring to have that completed. WDNR also mentioned that raising the road is a likely preferred activity than disturbance to the private properties.

With Common Council's authorization, Staff will continue to work with the land owners, obtain their permission for wetland delineation, and make a request to SEWRPC to schedule the work in the spring.

OPTIONS

- A. Authorize Staff to proceed with efforts to delineate wetlands, make application to WDNR, and if allowed, have Staff prepare and obtain property owner waivers and authorize DPW to perform needed work on private property for the purposes of alleviating flooding on S. 116th Street; or
- B. Provide further direction to staff.

FISCAL NOTE

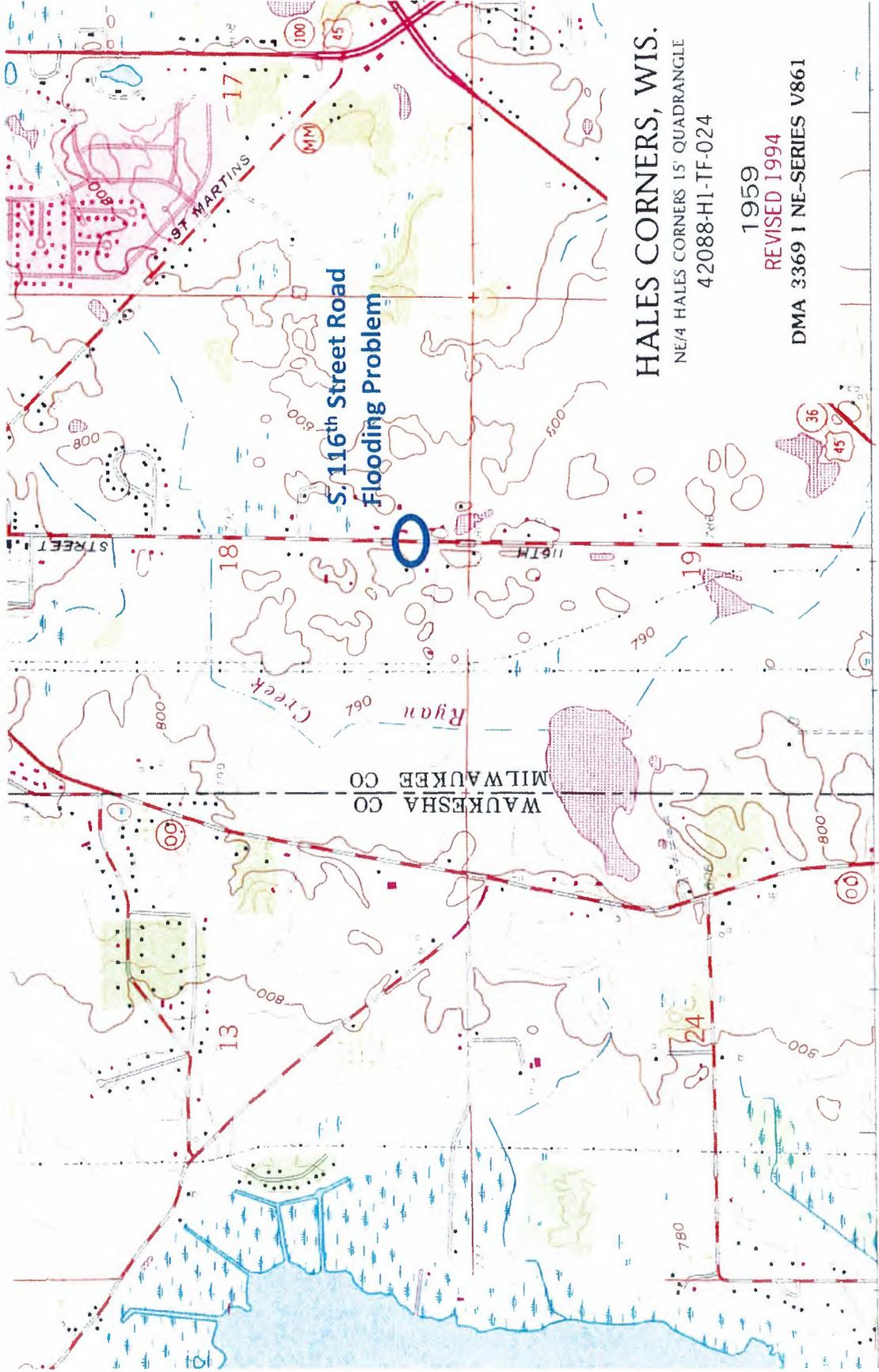
These efforts are anticipated to be incorporated in existing 2020 engineering and DPW budgets. SEWRPC offers delineation as a service. Although unknown at this time, it could take a 4-man crew two days of effort plus related equipment wear/tear (less than \$5,000 value).

If this work on private property isn't allowed by WDNR, raising the road may be required which costs are yet to be determined but would be substantially more.

RECOMMENDATION

(Option A) Authorize Staff to proceed with efforts to delineate wetlands, make application to WDNR, and if allowed, have Staff prepare and obtain property owner waivers and authorize DPW to perform needed work on private property (8531 and 8635 S. 116th Street) for the purposes of alleviating flooding on S. 116th Street.

Engineering Department: GEM



HALES CORNERS, WIS.

NE/4 HALES CORNERS 15' QUADRANGLE
42088-HI-TF-024

1959
REVISED 1994
DMA 3369 I NE-SERIES V861

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	RESOLUTION TO AUTHORIZE EXECUTION OF A FINAL CHANGE ORDER NO. 3 FOR RAWSON HOMES DRAINAGE IMPROVEMENTS AND WATER MAIN RELAY IN THE AMOUNT OF -\$167,607.23	ITEM NO. 8.17.

BACKGROUND

Dorner, Inc. is the contractor for the Rawson Homes Drainage Improvements and Water Main Relay project in the vicinity of S. 36th Street, S. 37th Place, W. Madison Boulevard, W. Minnesota Avenue, & W. Marquette Avenue. City Staff is self-performing many functions from inspection to some construction activities to stretch the Milwaukee Metropolitan Sewerage District (MMSD) funding.

The unit price contract is completed and this Council Action is to issue the final change order.

ANALYSIS

The attached Change Order No. 3 reflects the final quantities on this unit price contract. A summary of the contract amounts is as follows:

\$2,261,745.70 Original Bid Amount
 -\$ 232,784.50 Change Order No. 1
 -\$ 2,772.30 Change Order No. 2
-\$167,607.23 Change Order No. 3
 -\$403,164.03 Sub-total of Change Orders
 \$1,858,581.67 Final Contract Amount

There are three funding sources. A final summary of these sources is as follows:

	Total	MMSD- Green	MMSD-PPII	Franklin Water
Original Bid:	\$2,261,745.70	\$439,502.25	\$648,621.75	\$1,239,657.50
Final Project:	<u>\$1,858,581.67</u>	<u>\$407,240.00</u>	<u>\$427,107.25</u>	<u>\$1,162,351.70</u>
Net Savings:	\$403,164.03	\$32,262.25	\$221,514.50	\$77,305.80

OPTIONS

- A. Authorize execution of Change Order No. 3 in the amount of \$167,607.23 making the total project costs \$1,858,581.67. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

Staff is working with MMSD to finalize and close out the funding agreements. These agreements may appear at a future Common Council meeting.

RECOMMENDATION

(OPTION A) Resolution 2020-_____ a resolution to authorize execution of a final Change Order No. 3 for Rawson Homes Drainage Improvements And Water Main Relay in the amount of -\$167,607.23

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

A RESOLUTION TO AUTHORIZE EXECUTION OF A
FINAL CHANGE ORDER NO. 3 FOR
RAWSON HOMES DRAINAGE IMPROVEMENTS AND WATER MAIN RELAY
IN THE AMOUNT OF -\$167,607.23

WHEREAS, Dorner, Inc. (Luxemburg, WI) was awarded a contract to construct subsurface drainage system and water main relay project in the Rawson Homes area of Franklin for \$2,261,745.70; and

WHEREAS, the project has been constructed and all items in the unit price contract have been audited for final quantities and the resulting final cost was found to be \$1,858,581.67.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to execute Change Order No. 3 for a savings of \$167,607.23.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____
GEM/db

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 03

Dated: January 21, 2020

PROJECT NAME RAWSON HOMES DRAINAGE IMPROVEMENTS AND WATER MAIN RELAY

PROJECT LOCATION 36th St., 37th Pl., Madison Blvd., Minnesota Ave., & Marquette Ave.

CONTRACTOR: Dorner Inc.

Nature of the Changes:

- Final quantities as required and measured for project
- (see attached spreadsheet)

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$2,261,745.70

Contract price prior to this Change Order \$2,026,188.90

Net DECREASE resulting from this Change Order \$ 167,607.23

Current contract price including this Change Order \$1,858,581.67

(\$403,164.03 decrease from Original)

Net (Increase/Decrease) in time resulting from this Change Order Increase 0 calendar days

The above changes are Approved by:

Mayor

City Clerk

Contractor:

By: Stephen R. Olson

By: Sandra L. Wesolowski

By: _____

Date: _____

Date: _____

Date: _____

Director of Finance & Treasurer

City Attorney

By: Paul Rotzenberg

By: Jesse A. Wesolowski

Date: _____

Date: _____

RAWSON HOMES DRAINAGE IMPROVEMENTS AND WATER MAIN RELAY

Final Change Order

ITEM #	ITEM DESCRIPTION	UNIT	QTY	Original Bld		Final			Change Order
				UNIT \$	TOTAL	INSTALLED QTY	NET CHANGE	NET COST	
1	Traffic control	L.S	1	\$5,500.00	\$5,500.00	0	1	\$0.00	(\$5,500.00)
2	Inlet sediment guards type B	EA	40	\$70.00	\$2,800.00		-40	\$0.00	(\$2,800.00)
3	Manufactured ditch checks	EA	8	\$135.00	\$1,080.00		-8	\$0.00	(\$1,080.00)
4	Tracking pad	TON	210	\$25.00	\$5,250.00		-210	\$0.00	(\$5,250.00)
5	Sill fence	L.F	450	\$2.70	\$1,215.00		-450	\$0.00	(\$1,215.00)
6	10-inch HDPE perforated drain tile w/ filter sock	L.F	395	\$36.00	\$14,220.00		-395	\$0.00	(\$14,220.00)
6.1	10-inch HDPE perforated drain tile w/ filter sock	L.F	0	\$35.00	\$0.00	391	391	\$13,685.00	\$13,685.00
8	12-inch HDPE perforated drain tile w/ filter sock	L.F	685	\$38.70	\$26,509.50		-685	\$0.00	(\$26,509.50)
8.1	12-inch HDPE perforated drain tile	L.F	0	\$37.70	\$0.00	999	999	\$37,662.30	\$37,662.30
9	12-inch PVC yard drain w/ beehive grate	EA	6	\$900.00	\$5,400.00	2	-4	\$1,800.00	(\$3,600.00)
9.1	12-inch ADS Yard Drain	EA	0	\$900.00	\$0.00	3	3	\$2,700.00	\$2,700.00
10	15-inch HDPE perforated drain tile w/ filter sock	L.F	2390	\$41.40	\$98,948.00		-2390	\$0.00	(\$98,948.00)
10.1 blend	15-inch HDPE perforated drain tile	L.F	0	\$40.10	\$0.00	3365	3365	\$134,936.50	\$134,936.50
11	15-inch PVC yard drain w/ beehive grate	EA	26	\$1,035.00	\$26,910.00		-26	\$0.00	(\$26,910.00)
11 BLEND	15' PVC YARD DRAIN	EA	0	\$1,057.75	\$0.00	37	37	\$39,136.75	\$39,136.75
11.1	15" ADS YARD DRAIN	EA	0	\$800.00	\$0.00	6	6	\$4,800.00	\$4,800.00
12	6-inch HDPE storm sewer w/ spoil backfill	L.F	70	\$31.50	\$2,205.00	60	-10	\$1,890.00	(\$315.00)
13	12-inch RCP CL III storm sewer w/ spoil backfill sewer	L.F	20	\$51.30	\$1,026.00	9	-11	\$461.70	(\$564.30)
14	15-inch RCP CL IV storm sewer w/ granular backfill	L.F	65	\$57.60	\$3,744.00	60.5	-4.5	\$3,484.80	(\$259.20)
15	18-inch RCP CL III storm sewer w/ spoil backfill	L.F	35	\$56.70	\$1,984.50	0	-35	\$0.00	(\$1,984.50)
16	21-inch RCP storm sewer w/spoil backfill	L.F	45	\$54.90	\$2,470.50	271	226	\$14,877.90	\$12,407.40
17	10-inch RCP end section w/ trash grate	EA	2	\$877.50	\$1,755.00		-2	\$0.00	(\$1,755.00)
17.1	10" ADS END SECTION	EA	0	\$400.00	\$0.00	2	2	\$800.00	\$800.00
18.1	12" ADS END SECTION	EA	0	\$500.00	\$0.00	1	1	\$500.00	\$500.00
20	21-inch RCP end section w/ trash grate	EA	1	\$1,575.00	\$1,575.00	2	1	\$3,150.00	\$1,575.00
21	Concrete collar for drain tile	C.Y	10	\$250.00	\$2,500.00		-10	\$0.00	(\$2,500.00)
22	Swale construction	L.F	3550	\$16.00	\$56,800.00	4884.5	1334.5	\$78,152.00	\$21,352.00
23	2'x3' catch basin	EA	4	\$1,900.00	\$7,600.00	3	-1	\$5,700.00	(\$1,900.00)
26	Asphalt walking path	S.Y	400	\$60.00	\$24,000.00		-400	\$0.00	(\$24,000.00)
29	Asphalt driveway replacement	S.Y	250	\$65.00	\$16,250.00	0	-250	\$0.00	(\$16,250.00)
30	Concrete driveway replacement	S.Y	60	\$105.00	\$6,300.00		-60	\$0.00	(\$6,300.00)
31	Gravel driveway replacement	S.Y	40	\$44.50	\$1,780.00		-40	\$0.00	(\$1,780.00)
32	Restoration (topsoil seed hydromulch)	S.Y	2450	\$6.40	\$15,680.00	8213.72	5763.72	\$52,567.81	\$36,887.81
33	Asphaltic concrete trench patch	S.Y	50	\$87.00	\$4,350.00		-50	\$0.00	(\$4,350.00)
34	Sanitary lateral repair	L.F	60	\$250.00	\$15,000.00		-60	\$0.00	(\$15,000.00)
14-D	USE OWNER MILLINGS	L.F	65	(\$2.00)	(\$130.00)	4552.1	4487.1	(\$9,104.20)	(\$8,974.20)
24-D	72" STORM MH IN LIEU OF MECH SEP #1	EA	1	\$6,500.00	\$6,500.00	0	1	\$0.00	(\$6,500.00)
36	Manufactured ditch checks	EA	9	\$155.00	\$1,395.00	11	2	\$1,705.00	\$310.00
37	8-inch PVC water main w/ granular backfill	L.F	1890	\$77.00	\$145,530.00	0	-1890	\$0.00	(\$145,530.00)
37 BLEND	8" PVC WATER MAIN W/GRAN BF	L.F	0	\$77.08	\$0.00	7279	7279	\$561,065.32	\$561,065.32
38	8-inch water valve	EA	9	\$1,550.00	\$13,950.00	30	21	\$46,500.00	\$32,550.00
39	Hydrant assembly w/ valve	EA	4	\$4,600.00	\$18,400.00		-4	\$0.00	(\$18,400.00)
39 BLEND	HYDRANT ASSEMBLY W/VALVE	EA	0	\$4,639.58	\$0.00	13	13	\$60,314.54	\$60,314.54
40	6-inch hydrant lead w/ granular backfill	L.F	45	\$78.00	\$3,510.00	100.5	55.5	\$7,839.00	\$4,329.00
41	6-inch hydrant lead w/ spoil backfill	L.F	15	\$46.00	\$690.00	35	20	\$1,610.00	\$920.00
42	1 1/4-inch water service w/ granular backfill	L.F	550	\$85.50	\$47,025.00	1323	773	\$113,116.50	\$66,091.50
43	1-1/4-inch water service w/ spoil backfill	L.F	560	\$58.00	\$32,480.00	2380	1800	\$136,880.00	\$104,400.00
44	1 1/4-inch tap, saddle and corporation valve	EA	34	\$650.00	\$22,100.00	104	70	\$67,600.00	\$45,500.00
45	1 1/4-inch curb valve and box	EA	34	\$280.00	\$9,520.00	104	70	\$29,120.00	\$19,600.00
46	Pipe Insulation	S.F	1020	\$3.00	\$3,060.00	128	-892	\$384.00	(\$2,676.00)
47	Restoration (topsoil, seed, hydromulch)	S.Y	400	\$8.50	\$3,400.00	2941.37	2541.37	\$25,001.65	\$21,601.65
48	Asphaltic concrete trench patch	S.Y	1660	\$25.00	\$41,500.00	0	-1660	\$0.00	(\$41,500.00)
37-D	Use Owner-provided millings and trucking for top two feet of trench backfill: 8-inch PVC water main w/ granular backfill (Bid Item #37).	L.F	1890	(\$8.58)	(\$16,216.20)	8027.5	6137.5	(\$68,875.95)	(\$52,659.75)
40-D	Use Owner-provided millings and trucking for top two feet of trench backfill: 6-inch hydrant lead w/ granular backfill (Bid Item #40).	L.F	45	(\$8.58)	(\$386.10)		-45	\$0.00	\$386.10
42-D	Use Owner-provided millings and trucking for top two feet of trench backfill: 1 1/4-inch water service w/ granular backfill (Bid Item #42).	L.F	550	(\$8.58)	(\$4,719.00)		-550	\$0.00	\$4,719.00
49	Traffic control	L.S	1	\$5,500.00	\$5,500.00	0	-1	\$0.00	(\$5,500.00)
50	Inlet sediment guards type B	EA	40	\$70.00	\$2,800.00		-40	\$0.00	(\$2,800.00)
51	Manufactured ditch checks	EA	8	\$155.00	\$1,240.00		-8	\$0.00	(\$1,240.00)
52	12-inch HDPE perforated drain tile w/ filter sock	L.F	810	\$38.70	\$31,347.00		-810	\$0.00	(\$31,347.00)
53	12-inch PVC yard drain w/ beehive grate	EA	11	\$900.00	\$9,900.00		-11	\$0.00	(\$9,900.00)
54	15-inch HDPE perforated drain tile w/ filter sock	L.F	1160	\$40.50	\$46,980.00		-1160	\$0.00	(\$46,980.00)
55	15-inch PVC yard drain w/ beehive grate	EA	14	\$1,100.00	\$15,400.00		14	\$0.00	(\$15,400.00)
56	18-inch HDPE perforated drain tile w/ filter sock	L.F	1150	\$45.00	\$51,750.00		-1150	\$0.00	(\$51,750.00)
57	18-inch PVC yard drain w/ beehive grate	EA	13	\$1,350.00	\$17,550.00		-13	\$0.00	(\$17,550.00)
58	18-inch RCP CL III storm sewer w/granular backfill	L.F	50	\$68.50	\$3,425.00	34	16	\$2,329.00	(\$1,096.00)
59	21-inch RCP storm w/spoil backfill	L.F	235	\$54.90	\$12,901.50		-235	\$0.00	(\$12,901.50)
60	21-inch RCP end section w/ trash grate	EA	1	\$1,575.00	\$1,575.00		-1	\$0.00	(\$1,575.00)
61	Swale construction	L.F	3150	\$16.00	\$50,400.00		-3150	\$0.00	(\$50,400.00)
62	2'x3' catch basin	EA	1	\$1,900.00	\$1,900.00		-1	\$0.00	(\$1,900.00)
63	60-inch storm inlet/manhole	EA	1	\$2,500.00	\$2,500.00	2	1	\$5,000.00	\$2,500.00
66	Asphalt driveway replacement	S.Y	230	\$65.00	\$14,950.00		-230	\$0.00	(\$14,950.00)

RAWSON HOMES DRAINAGE IMPROVEMENTS AND WATER MAIN RELAY

Final Change Order

ITEM #	ITEM DESCRIPTION	UNIT	QTY	Original Bid		Final			Change Order
				UNIT \$	TOTAL	INSTALLED QTY	NET CHANGE	NET COST	
67	Concrete driveway replacement	S Y	10	\$135.00	\$1,350.00		-10	\$0.00	(\$1,350.00)
68	Gravel driveway replacement	S Y	50	\$35.00	\$1,750.00		-50	\$0.00	(\$1,750.00)
69	Restoration (topsoil, seed hydromulch)	S Y	2250	\$6.40	\$14,400.00		-2250	\$0.00	(\$14,400.00)
70	Asphaltic concrete trench patch	S Y	35	\$87.00	\$3,045.00		-35	\$0.00	(\$3,045.00)
58-D	Use Owner-provided millings and trucking for top two feet of trench backfill 18-inch RCP CL III storm sewer w/ granular backfill (Bid Item #58).	L.F	50	(\$2.00)	(\$100.00)		-50	\$0.00	\$100.00
65-D	48-inch storm manhole in lieu of mechanical separator #2 (Bid Item #65)	EA.	1	\$5 000.00	\$5 000.00		-1	\$0.00	(\$5,000.00)
72	Manufactured ditch checks	EA	11	\$155.00	\$1,705.00		-11	\$0.00	(\$1,705.00)
73	8-inch PVC water main w/ granular backfill	L.F	2150	\$77.00	\$165,550.00		-2150	\$0.00	(\$165,550.00)
74	8-inch water valve	EA.	7	\$1,550.00	\$10,850.00		-7	\$0.00	(\$10,850.00)
75	Hydrant assembly w/ valve	EA.	1	\$4,700.00	\$4,700.00		-1	\$0.00	(\$4,700.00)
76	6-inch hydrant lead w/ granular backfill	L.F	5	\$78.00	\$390.00		-5	\$0.00	(\$390.00)
77	6-inch hydrant lead w/ spoil backfill	L.F	5	\$46.00	\$230.00		-5	\$0.00	(\$230.00)
78	1 1/4-inch water service w/ granular backfill	L.F	460	\$85.50	\$39,330.00		-460	\$0.00	(\$39,330.00)
79	1-1/4-inch water service w/ spoil backfill	L.F	510	\$58.00	\$29,580.00		-510	\$0.00	(\$29,580.00)
80	1 1/4-inch tap, saddle and corporation valve	EA	31	\$650.00	\$20,150.00		-31	\$0.00	(\$20,150.00)
81	1 1/4-inch curb valve and box	EA	31	\$280.00	\$8,680.00		-31	\$0.00	(\$8,680.00)
82	Pipe Insulation	S.F	900	\$3.00	\$2,700.00		-900	\$0.00	(\$2,700.00)
83	Restoration (topsoil seed hydromulch)	S Y	350	\$8.50	\$2,975.00		-350	\$0.00	(\$2,975.00)
84	Asphaltic concrete trench patch	S Y	1750	\$25.00	\$43,750.00		-1750	\$0.00	(\$43,750.00)
73-D	Use Owner-provided millings and trucking for top two feet of trench backfill 8-inch PVC water main w/ granular backfill (Bid Item #73).	L.F	2150	(\$8.58)	(\$18,447.00)		-2150	\$0.00	\$18,447.00
76-D	Use Owner-provided millings and trucking for top two feet of trench backfill 6-inch hydrant lead w/ granular backfill (Bid Item #76).	L.F	5	(\$8.58)	(\$42.90)		-5	\$0.00	\$42.90
78-D	Use Owner-provided millings and trucking for top two feet of trench backfill: 1 1/4-inch water service w/ granular backfill (Bid Item #78).	L.F	460	(\$8.58)	(\$3,946.80)		-460	\$0.00	\$3,946.80
87	Manufactured ditch checks	EA.	5	\$155.00	\$775.00		-5	\$0.00	(\$775.00)
88	8-inch PVC water main w/ granular backfill	L.F	620	\$78.00	\$48,360.00		-620	\$0.00	(\$48,360.00)
89	8-inch water valve	EA.	3	\$1,550.00	\$4,650.00		-3	\$0.00	(\$4,650.00)
90	Hydrant assembly w/ valve	EA.	2	\$4,600.00	\$9,200.00		-2	\$0.00	(\$9,200.00)
91	6-inch hydrant lead w/ granular backfill	L.F	15	\$78.00	\$1,170.00		-15	\$0.00	(\$1,170.00)
92	6-inch hydrant lead w/ spoil backfill	L.F	15	\$46.00	\$690.00		-15	\$0.00	(\$690.00)
93	1 1/4-inch water service w/ granular backfill	L.F	180	\$85.50	\$15,390.00		-180	\$0.00	(\$15,390.00)
94	1-1/4-inch water service w/ spoil backfill	L.F	180	\$58.00	\$10,440.00		-180	\$0.00	(\$10,440.00)
95	1 1/4-inch tap, saddle and corporation valve	EA.	11	\$650.00	\$7,150.00		-11	\$0.00	(\$7,150.00)
96	1 1/4-inch curb valve and box	EA.	11	\$280.00	\$3,080.00		-11	\$0.00	(\$3,080.00)
97	Pipe Insulation	S.F	330	\$3.00	\$990.00		-330	\$0.00	(\$990.00)
98	Restoration (topsoil, seed, hydromulch)	S Y	130	\$8.50	\$1,105.00		-130	\$0.00	(\$1,105.00)
99	Asphaltic concrete trench patch	S Y	540	\$28.00	\$15,120.00		-540	\$0.00	(\$15,120.00)
88-D	Use Owner-provided millings and trucking for top two feet of trench backfill 8-inch PVC water main w/ granular backfill (Bid Item #88).	L.F	620	(\$8.58)	(\$5,319.60)		-620	\$0.00	\$5,319.60
91-D	Use Owner-provided millings and trucking for top two feet of trench backfill. 6-inch hydrant lead w/ granular backfill (Bid Item #91).	L.F	15	(\$8.58)	(\$128.70)		-15	\$0.00	\$128.70
93-D	Use Owner-provided millings and trucking for top two feet of trench backfill 1 1/4-inch water service w/ granular backfill (Bid Item #93).	L.F	180	(\$8.58)	(\$1,544.40)		-180	\$0.00	\$1,544.40
101	Manufactured ditch checks	EA	8	\$155.00	\$1,240.00		-8	\$0.00	(\$1,240.00)
102	Silt fence	L.F	350	\$3.50	\$1,225.00		-350	\$0.00	(\$1,225.00)
103	8-inch PVC water main w/ granular backfill	L.F	1340	\$77.00	\$103,180.00		-1340	\$0.00	(\$103,180.00)
104	8-inch PVC water main w/ spoil backfill	L.F	135	\$55.00	\$7,425.00		-135	\$0.00	(\$7,425.00)
105	8-inch water valve	EA	4	\$1,550.00	\$6,200.00		-4	\$0.00	(\$6,200.00)
106	Hydrant assembly w/ valve	EA.	3	\$4,725.00	\$14,175.00		-3	\$0.00	(\$14,175.00)
107	6-inch hydrant lead w/ granular backfill	L.F	10	\$78.00	\$780.00		-10	\$0.00	(\$780.00)
108	6-inch hydrant lead w/ spoil backfill	L.F	20	\$46.00	\$920.00		-20	\$0.00	(\$920.00)
109	1 1/4-inch water service w/ granular backfill	L.F	190	\$85.50	\$16,245.00		-190	\$0.00	(\$16,245.00)
110	1 1/4-inch water service w/ spoil backfill	L.F	310	\$58.00	\$17,980.00		-310	\$0.00	(\$17,980.00)
111	1 1/4-inch tap, saddle and corporation valve	EA	16	\$650.00	\$10,400.00		-16	\$0.00	(\$10,400.00)
112	1 1/4-inch curb valve and box	EA	16	\$280.00	\$4,480.00		-16	\$0.00	(\$4,480.00)
113	Pipe insulation	S.F	480	\$3.00	\$1,440.00		-480	\$0.00	(\$1,440.00)
114	Restoration (topsoil, seed, hydromulch)	S Y	310	\$8.50	\$2,635.00		-310	\$0.00	(\$2,635.00)
115	Asphaltic concrete trench patch	S Y	1025	\$28.00	\$28,700.00		-1025	\$0.00	(\$28,700.00)
103-D	Use Owner-provided millings and trucking for top two feet of trench backfill: 8-inch PVC water main w/ granular backfill (Bid Item #103).	L.F	1340	(\$8.58)	(\$11,497.20)		-1340	\$0.00	\$11,497.20
107-D	Use Owner-provided millings and trucking for top two feet of trench backfill: 6-inch hydrant lead w/ granular backfill (Bid Item #107).	L.F	10	(\$8.58)	(\$85.80)		-10	\$0.00	\$85.80
109-D	Use Owner-provided millings and trucking for top two feet of trench backfill: 1 1/4-inch water service w/ granular backfill (Bid Item #109).	L.F	190	(\$8.58)	(\$1,630.20)		-190	\$0.00	\$1,630.20
117	Manufactured ditch checks	EA.	7	\$155.00	\$1,085.00		-7	\$0.00	(\$1,085.00)

RAWSON HOMES DRAINAGE IMPROVEMENTS AND WATER MAIN RELAY

Final Change Order

ITEM #	ITEM DESCRIPTION	UNIT	QTY	Original Bid		Final			Change Order
				UNIT \$	TOTAL	INSTALLED QTY	NET CHANGE	NET COST	
118	Sill fence	L F	1360	\$3 00	\$4,080 00		1360	\$0.00	(\$4,080.00)
119	8-inch PVC water main w/ granular backfill	L F	1420	\$77.00	\$109,340.00		-1420	\$0.00	(\$109,340.00)
120	8-inch PVC water main w/ spoil backfill	L F	50	\$90.00	\$4,500.00		-50	\$0.00	(\$4,500.00)
120 BLEND	8" PVC WATER MAIN W/SPOIL BF	L F		\$64 45	\$0.00	67	67	\$4 318 15	\$4,318 15
121	8-inch water valve	EA.	6	\$1,550.00	\$9,300 00		-6	\$0.00	(\$9,300.00)
122	Hydrant assembly w/ valve	EA.	2	\$4,600.00	\$9,200.00		-2	\$0.00	(\$9,200.00)
123	6-inch hydrant lead w/ granular backfill	L F	10	\$78.00	\$780.00		-10	\$0.00	(\$780.00)
124	6-inch hydrant lead w/ spoil backfill	L F	15	\$46.00	\$690 00	0	-15	\$0.00	(\$690.00)
125	2-inch air release	EA.	1	\$1,550.00	\$1,550 00	2	1	\$3,100.00	\$1,550.00
126	1 1/4-inch water service w/ granular backfill	L F	125	\$85.50	\$10,687 50		-125	\$0.00	(\$10,687.50)
127	1-1/4-inch water service w/ spoil backfill	L F	330	\$58.00	\$19,140 00		-330	\$0.00	(\$19,140.00)
128	1 1/4-inch tap, saddle and corporation valve	EA	9	\$650.00	\$5,850 00		-9	\$0.00	(\$5,850.00)
129	1 1/4-inch curb valve and box	EA	9	\$280.00	\$2,520.00		-9	\$0.00	(\$2,520.00)
130	Pipe Insulation	S F	270	\$3 00	\$810.00		-270	\$0.00	(\$810.00)
131	Restoration (topsoil seed hydromulch)	S Y	260	\$8.50	\$2,210 00		-260	\$0.00	(\$2,210.00)
132	Asphaltic concrete trench patch	S Y	1040	\$28.00	\$29,120.00		1040	\$0.00	(\$29,120.00)
119 D	Use Owner-provided millings and trucking for top two feet of trench backfill 8-inch PVC water main w/ granular backfill (Bid Item #119).	L F	1420	(\$8.58)	(\$12 183 60)		-1420	\$0.00	\$12 183.60
123-D	Use Owner-provided millings and trucking for top two feet of trench backfill 6-inch hydrant lead w/ granular backfill (Bid Item #123).	L F	10	(\$8.58)	(\$85.80)		10	\$0.00	\$85.80
126-D	Use Owner-provided millings and trucking for top two feet of trench backfill. 1 1/4-inch water service w/ granular backfill (Bid Item #126)	L F	125	(\$8.58)	(\$1 072 50)		125	\$0.00	\$1,072.50
T&M 5-22	Lower Sanitary Sewer Lateral	L.S		\$567 00	\$0.00	1	1	\$567.00	\$567.00
T&M 7-2	Added Soils to Ditch	L.S		\$8,696 91	\$0 00	1	1	\$8,696.91	\$8,696.91

Total Change Order

(\$403,164.03)

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	REQUEST TO BID SURFACE PAVING OF RAWSON HOMES NEIGHBORHOOD	ITEM NO. <i>M.18.</i>

BACKGROUND

Pursuant to Municipal Code section 19.11, Common Council must authorize the solicitation of bids for public construction that exceeds \$25,000.

A significant amount of work in the Rawson Homes neighborhood (area roughly bounded by: W. Rawson Avenue to the north; S. 35th Street to the east; W. Marquette Avenue to the south; and S. 37th Street to the west) occurred in 2019 that included new watermains, new storm improvements, and a full depth reconstruction of the pavement. This neighborhood was left with a intermediate pavement base for the winter and it is anticipated that some settling will occur in the 2019-2020 winter. Per the plan, DPW is planning to fix any trench settlement issues in the spring/early summer that may occur and a paving contractor will finish the road reconstruction by installing two inches of pavement surface and DPW will finish the asphalt driveway approaches.

OPTIONS

- A. Direct Staff to proceed to advertise this project. Note that the bid will return to Common Council for awarding project. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

The approved appropriations are \$200,000 within the 2020 Local Road Improvement Plan for this project.

RECOMMENDATION

(Option A) Direct Staff to solicit contractors per compliance with applicable public works bidding requirements for the Surface Paving of Rawson Homes Neighborhood.

Engineering Department: GEM

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	RESOLUTION TO AUTHORIZE GRAEF TO CREATE A PLEASANT VIEW PARK MASTERPLAN UPDATE FOR \$5,000	ITEM NO. 5.19.

BACKGROUND

The general infrastructure of Pleasant View Park (4901 W. Evergreen Street) was mostly developed in 2015. Pieces of the development plan are still under construction or have yet to be implemented. Since the planning of the park, the Parks Commission, among others, have questioned if the initial development plan is still adequate. Per the July 8, 2019, Parks Commission meeting:

Alderman Nelson moved and Vice Chair Musolf seconded a motion to approve \$30K design planning and layout for the development of Pleasant View Park in 2019 On voice vote, all voted 'aye' Motion carried (5-0-0)

Furthermore, at the July 16, 2019, Common Council meeting:

PLEASANT VIEW PARK SITE PLAN FOR DEVELOPMENT G.5. Alderwoman Wilhelm moved to direct the Director of Administration, working with Alderwoman Wilhelm, to prepare a contract and scope of services for an update to the site plan for development of Pleasant View Park, including but not limited to landscape plan, lighting, and picnic tables Seconded by Alderman Barber All voted Aye, motion carried

ANALYSIS

GRAEF, the consultant who provided the original Pleasant View park plan and detail design for the park's infrastructure has worked with Staff and Alderwoman Wilhelm to develop the attached scope for an update to the masterplan. The cost for this work is a lump sum, not to exceed \$5,000. The project will include meeting with the elected officials, a neighborhood meeting, and two meetings with the Parks Commission. A final product is expected on March 30, 2020.

Working with Alderwoman Wilhelm, she expressed a desire for the agreement to include a landscape plan for spring, review the future connecting trail for plan incorporation, and shared the residents' desire to retain the ball field.

OPTIONS

- A. Authorize GRAEF to update the Pleasant View Park masterplan. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

The approved appropriations are \$150,000 within the 2020 Pleasant View Park Improvement budget for this project. This effort is eligible for 47% park impact fees.

RECOMMENDATION

(Option A) Resolution 2020-_____ a resolution to authorize GRAEF to create a Pleasant View Park masterplan update for \$5,000.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

RESOLUTION TO AUTHORIZE GRAEF TO CREATE A
PLEASANT VIEW PARK MASTERPLAN UPDATE FOR \$5,000

WHEREAS, the City of Franklin developed the significant infrastructure at Pleasant View Park (4901 W. Evergreen Street) in 2015; and

WHEREAS, the park has had several, but not all, features constructed and/or installed; and

WHEREAS, the Parks Commission would like to consider if the initial development plans are still relevant to the current and future needs of the City; and

WHEREAS, GRAEF is a competent and qualified engineering consultant who has particular knowledge regarding this project since they designed the park and the initial master plan.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that GRAEF be authorized a notice to proceed to create a Pleasant View Park masterplan update for \$5,000.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

AGREEMENT

between

the City of Franklin

and

Graef-USA Inc

For

Professional Architectural and Engineering Services

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Graef-USA Inc. (hereinafter "CONSULTANT"), whose principal place of business is 275 W Wisconsin Avenue, Suite 300, Milwaukee, WI 53203.

WITNESSETH

WHEREAS, the CONSULTANT is duly qualified and experienced as a municipal services consultant 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 CONSULTANT to provide the Pleasant View Park Master Plan Update, as described in **Attachment A**;

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for the Pleasant View Park Master Plan Update, as described in CONSULTANT's proposal to CLIENT dated January 13, 2020, annexed hereto and incorporated herein as **Attachment A**.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subCONSULTANTS when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT.
- C. CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTS to, CONSULTANT 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 CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure.

- D During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in **Attachment A**, for a Lump Sum Fee of **\$5,000.00**, subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of **\$5,000.00**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT
- D. Should CLIENT find deficiencies in work performed or reported, it will notify 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 CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A Glen Morrow will coordinate the work of the CONSULTANT, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B CLIENT will timely provide CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C CONSULTANT will appoint, subject to the approval of CLIENT, Michael N Paulos, PE CONSULTANT's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT

V. TERMINATION

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

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. Limit of General/Commercial Liability	\$1,000,000
B. Automobile Liability Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$10,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, CONSULTANT shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify

that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A To the fullest extent permitted by law, 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 negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT'S negligence bears to the total negligence of CLIENT, CONSULTANT, 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 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

CONSULTANT shall commence work immediately having received a Notice to Proceed from CLIENT on or before January 22, 2020 and complete project on or before as of March 30, 2020.

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.

X. RECORDS RETENTION

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 CLIENT for inspection and copying upon request.

XI. 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 CONSULTANT under this AGREEMENT shall be in compliance with applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. **Conflict of Interest.** 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. CONSULTANT warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

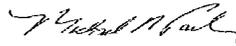
XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any 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.

BY 

BY _____
Stephen R Olson, Mayor

PRINT NAME Michael N Paulos

TITLE Principal

DATE _____

DATE January 10, 2020

BY _____
Sandra L Wesolowski, City Clerk

DATE _____

BY _____
Paul Rotzenberg, Director of Finance and
Treasurer

DATE _____

APPROVED AS TO FORM

Jesse A Wesolowski, City Attorney

DATE _____



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125 South 84th Street, Suite 401
Milwaukee WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

celebrate what innovate

ATTACHMENT A

January 13, 2020

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

Subject: **Pleasant View Park Master Plan Update
Professional Services Agreement**

Dear Mr. Morrow:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services the City of Franklin (Client).

This proposal is for professional services for performing a Master Plan Update at Pleasant View Park. This proposal is Attachment A of the Agreement between the City of Franklin and GRAEF that includes all Terms and Conditions. For this project, GRAEF proposes to provide the following Basic Services:

- Participate in a meeting with staff and elected official(s) (1 meeting)
- Participate in a neighborhood meeting (1 meeting)
- Parks Commission meeting attendance (2 meetings)
- Conceptual Site Plan Layout, showing pickle ball courts, picnic tables, volleyball courts, playground equipment, benches and conceptual landscape plan (1 Conceptual Layout Plan)
- Review stormwater management plan for allowable additional impervious area

For this project, it is our understanding Client will provide the following services, items and/or information:

- Provide vision/goals for Pleasant View Park
- Provide venue for meetings and invite appropriate staff/residents

GRAEF will endeavor to perform the proposed Basic Services per the following schedule

- | | |
|---|-------------------|
| • Notice to Proceed | January 22, 2020 |
| • Staff and Elected Official(s) Meeting | February 10, 2020 |
| • Neighborhood Meeting | February 10, 2020 |



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- Park Commission Meeting February 10, 2020
- Draft Conceptual Layout March 4, 2020
- Park Commission Meeting March 9, 2020
- Final Conceptual Layout March 30, 2020

Per Section III of the Agreement, GRAEF will provide the following Additional Services for additional compensation as detailed below

- Additional concept plans
- Additional meeting attendance
- Opinions of probable cost development
- Topographic survey
- Detailed design
- Bidding documents
- Additional committee attendance
- Perform wetland delineation
- Prepare preliminary stormwater requirements
- Detailed Landscaping Plan

For all Basic Services, Client agrees to compensate GRAEF \$5,000.00 on a lump sum basis including reimbursable expenses.

To accept this proposal, please sign and date two copies of this Agreement and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to the City of Franklin.

Sincerely,
Graef-USA Inc.

Michael N. Paulos, P E
Principal

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF RYAN MEADOWS	ITEM NO. A. 20,

BACKGROUND

Pursuant to the approval of the final plat for Ryan Meadows, the developer, Loomis and Ryan, Inc. is ready to proceed with the development. The development is called Ryan Meadows and it is necessary to enter into a subdivision development agreement at an estimated cost of \$10,206,255.87. This development is located within Tax Increment District No. 6 (TID 6) and the TID 6 development agreement is dated November 29, 2018.

ANALYSIS

The final plat for Ryan Meadows was adopted by Common Council on September 17, 2019, with Resolution 2019-7547. Approval of this subdivision development agreement is required.

Note that this agreement includes oversizing costs for the 16-inch and 12-inch water mains to be paid from water impact fees.

OPTIONS

It is recommended that the Common Council approve the enclosed standard form of the subdivision development agreement with specific items contained in Exhibit "E" attached.

FISCAL NOTE

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

RECOMMENDATION

Motion to adopt Resolution No. 2020- _____ a authorizing certain officials to execute a subdivision development agreement with the developer of Ryan Meadows upon review and acceptance by City Attorney.

Department of Engineering GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF
RYAN MEADOWS

WHEREAS, the Common Council at its regular meeting on September 17, 2019 recommended approval of the subdivision final plat subject to the execution of a Subdivision Development Agreement for Ryan Meadows; and

WHEREAS, this development is located within Tax Increment District No. 6 (TID 6) and the TID 6 development agreement is dated November 29, 2018; and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development in the subdivision known as Ryan Meadows; and

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

WHEREAS, the Subdivision Development Agreement includes oversizing costs for 16-inch and 12-inch water mains to be paid from water impact fees.

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

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

Introduced at a regular meeting of the Common Council on the _____ day of _____, 2020 by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2020.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Engineering/GEM

CITY OF FRANKLIN

WISCONSIN

DEVELOPMENT AGREEMENT

FOR

RYAN MEADOWS

January __, 2020

**DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this _____ day of January, 2020, by and between LOOMIS AND RYAN, INC., a Wisconsin corporation, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

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

WHEREAS, the Developer and the City have entered in that certain Tax Incremental District No. 6 Development Agreement dated November 29, 2018 (as amended, the "TIF Agreement") providing that as a condition of approving the Development, that Developer make and install, or have made and have installed, the Improvements; and

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

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

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

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the improvements in accordance with standard engineering and public works practices,

and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".

4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements Costs"). Payment for the Improvements Costs will be made by the Developer periodically as the Improvements are completed as provided in the Improvements Contracts. The total estimated cost of the Improvements is \$10,206,255.87 as itemized in attached Exhibit "D".
5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Financial Guarantee (the "Financial Guarantee", which will be in the form of a Performance Bond) in the initial amount of \$8,856,255.87 (\$10,206,255.87 less 90% of the total cost of the water main already installed, upon inspection and acceptance by the City, which total cost was \$1,500,000.00), representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Financial Guarantee may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Financial Guarantee equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Financial Guarantee shall be issued by a bank or other financial institution (the "Surety Guarantee Issuer") reasonably satisfactory to the City, for the City as "Beneficiary", in a form satisfactory to the City Attorney. Failure to file the Financial Guarantee within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Financial Guarantee shall be released and surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Financial Guarantee to the City under this Paragraph 5., except as set forth under Paragraph 13. below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvement Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Guarantee Issuer in writing to make the said payments under the terms of the Financial Guarantee to the Contractor, within the later of the time frame stipulated in the Financial Guarantee or five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Guarantee Issuer at the address indicated on the Financial Guarantee, with a copy to the Developer, described in

Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvement Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

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

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

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

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

Paragraph 14.(a)(1) and Paragraph 14.(a)(2). The amounts of such insurance coverage shall be as follows:

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

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

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

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

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.
16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.
17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required by the TIF Agreement.
18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Division 15-9.055, Violations, Penalties, and Remedies of the Unified Development Ordinance and §1-19. Penalty provisions of the City of Franklin Municipal Code, as amended from time to time, in addition to any other

remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

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

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

CITY OF FRANKLIN

By: _____

Name: Stephen R. Olson

Title: Mayor

COUNTERSIGNED:

By: _____

Name: Sandra L. Wesolowski

Title: City Clerk

Party of the Second Part

STATE OF WISCONSIN)
)ss.

MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2019, the above named Stephen R. Olson, Mayor, and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 2019.

Notary Public, Milwaukee County, WI
My commission expires: _____

This instrument was drafted by the City Engineer for the City of Franklin.

Form approved:

Jesse A. Wesolowski, City Attorney

**INDEX OF EXHIBITS
TO
DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS**

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

**EXHIBIT "A"
TO
DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS**

**LEGAL DESCRIPTION
OF DEVELOPMENT**

Lots 1 through 82 and Lot 84 of Ryan Meadows Subdivision, located in the City of Franklin, County of Milwaukee, State of Wisconsin.

EXHIBIT "B"
TO
DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS

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

Description of improvements required to be installed to develop the Ryan Meadows Development.

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

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

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

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

EXHIBIT "C"
TO
DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

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

II. LOT SIZE AND UNIT SIZE

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

III. WATER SYSTEM

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

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

B. Construction

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

IV. SANITARY SEWER SYSTEM

A. Components

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

B. Availability

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

V. STORM DRAINAGE

A. Components

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

B. Endwalls

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

C. Outfalls and Retaining Walls

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

D. Responsibility of Discharged Water

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

VI. STREETS

A. Location

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

B. Names

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

C. Construction

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

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

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

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

D. Snow Removal and Ice Control

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

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

VII. EASEMENTS

A. Drainage

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

VIII. PERMITS ISSUED

A. Building Permits

1. No building permits shall be issued until:
 - a) The sanitary and storm sewer and water mains have been installed, tested and approved.
 - b) Drainage has been rough graded and approved.
 - c) Streets and lots have been rough graded and approved, and curb and gutter installed and the base course of asphalt pavement installed.
 - d) The plat has been recorded.
 - e) All Development monuments have been set.
2. Building permits may be granted for model homes prior to satisfying the above conditions, provided an agreement relating thereto has been approved by the Common Council of the City of Franklin.

B. Occupancy Permits

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

IX. DEED RESTRICTIONS

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

X. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

- A. Fee for Checking and Review

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

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

EXHIBIT "D"
TO
DEVELOPMENT AGREEMENT
FOR RYAN MEADOWS

ESTIMATED IMPROVEMENT COSTS

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall, subject to funding through the TIF Agreement, be borne by the Developer in accordance with Paragraph (4) of this Agreement. Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$1,418,530.00
Sanitary System	\$1,335,617.00
Water System (On-Site)	\$1,158,595.00
Water System (Off-Site)	\$1,500,000.00
Storm Sewer System	\$1,157,396.00
Paving (including sidewalk)	\$1,907,769.00
Loomis Road Off-Site Roadways	\$1,000,000.00
Street Trees (177 x \$400/lot)	\$70,800.00
Street Lights (30) @ approximately \$5,000/ea.	\$150,000.00
Street Signs	\$8,000.00
Underground Electric, Gas and Telephone	\$499,543.87
Retention Basin	Included in Grading
SUBTOTAL	\$10,206,255.87
Engineering/Consulting Services	\$ 127,578.14
Municipal Services (7% of Subtotal)	\$714,437.56
Contingency Fund (20% of Subtotal)	\$2,041,250.17
TOTAL:	\$13,089,516.74

Total: _____/100 Dollars.

APPROVED BY: _____ Date: _____

Glen E. Morrow, City Engineer

**EXHIBIT "E"
TO
DEVELOPMENT AGREEMENT
FOR**

RYAN MEADOWS

ADDITIONAL DEVELOPMENT REQUIREMENTS
--

1. The Developer agrees that it shall pay to the City of Franklin for thirty (30) public street light fixtures and poles as provided by WE-Energies. The LED fixtures shall be oval-high lumen (143 watts) for major intersections and medium lumen (92 watts) for the interior of the subdivision. The poles shall be 35-foot fiberglass with 6-foot arm (position over the City street). Non-LED lights are not permitted.
2. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in §§15-8.0204A. through F. of the Unified Development Ordinance.
3. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in §§15-8.0203H.1. through 5. of the Unified Development Ordinance.
4. The Developer agrees to pay the City for street trees planted by the City on newly platted streets within Ryan Meadows at the rate of \$400 per tree with a planting distance between trees of 85 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the Developer, the Developer's sub-contractors, or the lot owners.
5. The requirements for the installation of concrete driveway approaches shall be omitted from this agreement because the Developer will require that the owners of said lots install concrete driveway approaches, as required by the Franklin Building Inspector.
6. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
7. The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
8. Prior to commencing site grading, the Developer shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Developer shall maintain the erosion

and siltation control until such time that vegetation sufficient to equal pre-existing conditions has been established.

9. The Developer shall preserve the environmental natural resource features as shown on the Natural Resource Protection Plan and shall install an orange snow fence and silt fence around the environmental natural resource features prior to land disturbing.
10. The Developer shall install a 16-inch diameter water main on Loomis & Ryan Roads, 12-inch diameter water main on Monarch Drive and Bergamont Drive from the existing water main located at 11120 Loomis Drive, northeast of the Development. The City shall reimburse to the Developer the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer. The City also agrees to enter into an agreement with the Developer which may reimburse to the Developer the cost of the non-oversize portion of the installation based upon the collection of the pro-rated cost for such abutting property owners that connect to the water main on Loomis and Ryan Roads installed by the Developer. The pro-ration shall be upon a front foot basis. Such non-oversize cost reimbursement shall only be made by the City to the Developer upon the City's receipt of such pro-rated costs from an abutting property owner within ten years from the final acceptance of the installation by the City Engineer. Such non-oversize cost reimbursement shall not include interest, shall not be made after the expiration of the aforesaid ten years and shall in no way be guaranteed by or be an obligation of the City other than to pay to the Developer such pro-rated costs if received as aforesaid.
11. Intentionally Omitted.
12. The Developer shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
13. The Developer shall construct storm water management facilities as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer and/or owners association.
14. The Developer shall create a Homeowners Association for the care and maintenance of all common lands, including all storm water management facilities, and other green areas. Said Homeowners Association documents shall be reviewed and approved by the Franklin Plan Commission or as may otherwise be provided by the UDO, prior to recording of the Final Plat. The Developer is responsible to recertify the storm water management facilities after the site is stabilized and prior to the conveyance to the Homeowners Association.
15. Homeowners Association documents shall include a Declaration of Restrictions and Covenants specifying the preservation of the existing storm water management systems

and landscaping and entryways. Said document shall be recorded after review and approval by the City Attorney.

16. Construction Requirements:

- a) Prior to any construction activity on the site, Developer shall prepare a gravel surfaced parking area within the boundaries of the site.
- b) During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
- c) Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
- d) All traffic shall enter the site from 112th Street.

17. The Developer shall provide for the connection to the existing 112th Street and install any necessary curb and gutter and pavement.

EXHIBIT "F"
TO
DEVELOPMENT AGREEMENT
FOR
RYAN MEADOWS

CONSTRUCTION SPECIFICATIONS

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

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

<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/21/2020</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project and Authorization of a Change Order to Remove the Paneling from the Common Council Chambers for \$10,013, of a Quote from Stu's Flooring, Inc., to Replace Common Area Baseboard for \$1,599, and Authorization to Refinish the Common Area Floors for an Amount Not-To-Exceed \$2,500</p>	<p>ITEM NUMBER</p> <p>M. 21.</p>

The intent of this Council Action Sheet is to provide an update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project and some additional recommendations.

1. As previously reported, the project is largely completed and has moved into the punch list and close-out phase, with the exception of landscaping which was mutually agreed to delay until spring. The Director of Inspection Services indicates that about 10 punch list items remain. The attached document shows that the project is currently \$30,982.59 under the total budget of \$1,775,000. The change orders as previously reported are listed in the middle of the attachment and amounted to \$33,022. Compared to the contractor's contract of \$1,470,400, change orders were 2.25% of the construction project, which is excellent. Note that the change orders and percentage do not include the other items that we squeezed into this budget using other vendors, such as carpeting, asbestos removal, mud jacking, etc.; but all of these costs are included in the total amount under budget.
2. The extension of the contract for the spring landscaping does add extra work for Quorum, the architect, that was not anticipated in their contract. Fortunately, their contract was a time and materials contract for Phase II, the construction phase. They did have savings throughout and believe they can finish this added work only using the funding already encumbered with their original P.O. Essentially, some sub-contractor savings were more than any other overruns, leaving enough funding to cover the added work for the extended period.
3. With the available project funding remaining (30,982.59), staff recommends the following additional actions, for less than \$14,100, be authorized:
 - a. Remove and repair Common Council Chamber paneling. Such a project was recently discussed and received positive comments by the Aldermen. As such, a change order was requested from our current contractor. If the Common Council wants the project to move forward, Selzer-Ornst provided a change order proposal that would remove the existing paneling, replace or repair the drywall behind it as necessary, adjust electrical as needed, apply two coats of paint, and add new base molding. It also includes adding some drywall above the ceiling tiles to cover some insulation and eliminate an apparent long-standing code violation. The price is \$10,013. The work takes about 2 weeks, but would not require closing the room as messes would be cleaned and tools/materials moved to the side of the room during that period. [Note: Their work does not involve any painting or application of a logo.]

- b. The Director of Administration recommends replacing the base board (cove base) in the common areas of the project area. A copy of the area is attached. The base board has been beat up over the years and replacing it will freshen up the overall appearance. The darker color used in the Clerk's Office would likely be used. Stu's flooring has provided a quote of \$1,599 for this work which will be done during normal business hours.
 - c. The Director of Administration recommends professionally scrubbing/stripping and reapplying new surface (generally wax) to these same areas. The VCT flooring and Terrazzo flooring, approximately 4,700 square feet, will be addressed. Bob Tesch, Operations Supervisor, has received 3 bids and will evaluate the processes and coating materials involved and select the appropriate vendor. The price is approximately \$2,000, but will not exceed \$2,500.
4. If the items in #3 are approved, the project will still carry an available contingency of slightly over \$16,000 available for the closeout of the project with the spring landscaping. It will also help provide cover should an unexpected bill arrive from our side projects and office moves.
 5. The cosmetic damage to the roofing unit was repaired by the manufacturer/contractor so no extended warranty was provided.
 6. The budget information reported above includes the purchase of benches and waste and cigarette receptacles which were previously approved by the Common Council, not to exceed \$4,000. They were not yet purchased to ensure the project did not have budget issues. Bob and Scott will now move forward with their acquisition so they are in place when the landscaping is completed.

COUNCIL ACTION REQUESTED

Move as follows:

1. To authorize the Director of Inspection Services to approve a change order with Selzer-Ornst for removal of paneling and repair of the walls in the Common Council chambers for \$10,013;
2. To authorize Bob Tesch, the Operations Supervisor, to approve a proposal with Stu's Flooring for replacing base board (cove base) in City Hall common areas for \$1,599 and a proposal for floor maintenance and resurfacing for an amount not-to-exceed \$2,500.

Summary of \$1,775,000 City Hall HVAC, Roof & Fascia Wood Replacement Project:

\$1,775,000 includes the following:

Quorum Phase I (Design)	PO 74252	\$	38,620 00
Quorum Phase II (Construction)	PO 74262	\$	139,900 00
Direct City Costs/Staging for Project		\$	14,980 00
Selzer-Ornst Construction	PO 74316		
Base Bid	1,281,500 00		
-Alt #2 Open Air Canopy Over Main Entrance	115,000 00		
-Alt #1 Canopies over 3 Additional Doors	48,000 00		
-Alt #5 Roof Warranty Upgrade to 30 Years	5,400 00		
Alt #7 & #8 Landscaping	20,500 00	\$	1,470,400 00
Contingency for Project		\$	111,100 00
TOTAL PROJECT FUNDING		\$	1,775,000 00

Selzer-Ornst PO 74316 = \$1,581,500

Contract Sum	\$	1,470,400 00
Plus Contingency		111,100 00
	\$	1,581,500 00

Selzer-Ornst Project Details/Summary:

Original Contract Sum: \$ 1,470,400 00

Change Orders:

-PCO2 (Message Board)	\$	4,750 00	
PCO3 (Comm Rm entrance foundation excavation/soils)		2,198 00	
-PCO4 (Screening around rooftop HVAC units)		7,577 00	
-PCO5 (Stairwell firewall continuity/light, int masonry repair, 2 additional lights to north garage door)		8,628 00	
-PCO6 (Cabinet heater electrical connections)		3,498 00	
PCO7 (Fiber cement over garage doors)		4,398 00	
PCO10 (Exterior painting outside of bid scope)		1,973 00	\$ 33,022 00
			\$ 1,503,422.00

New Contract Sum with Change Orders

Selzer-Ornst PO 74316 Total	\$	1,581,500 00
Minus Selzer-Ornst New Contract Sum w/Change Orders		1,503,422 00
Subtotal		78,078 00
Plus Funding for Direct City Costs Portion		14,980 00
Subtotal		93,058 00
Minus Operating Expenses/Add-Ins (see list below)		62,075 41
Remaining Project Funds	\$	30,982.59

Operational Expenses and Add-Ins:

-Ads for Bids, etc	\$	463 00	
Quorum Reimbursable Expenses - Phs I		1,347 68	
-Quorum Reimbursable Expenses Phs II		4,993 22	
Sidewalk Repair (MudTech, LLC)		8,150 00	
-Asbestos Removal (Integrity Environmental)		8,400 00	
Asbestos Window Removal/Install (Lurie Co)		775 00	
-Carpeting Clerk's Area (Stu's)		13,545 00	
Clerk's Office Relocation (C Coakley)		9,450 00	
-Painting Clerk's Office (AM Painting)		2,350 00	
Soils Testing (Giles Engineering)		1,806 00	
Electrical Clerk's Office (STI Electric)		815 00	
-Moving Carts (Reeling Cart)		3,120 00	
Power Outlets-Dept Moves (Grainger)		360 37	
-Monitors & Cables-Dept Moves (CDW G)		2,307 60	
-Ink Cartridge-Dept Moves (CDW G)		192 54	
Benches (2), Waste & Cigarette Receptacles		4,000 00	\$ 62,075.41



PCO #011

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

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

Prime Contract Potential Change Order #011: PCO #11

TO:	City of Franklin 9229 W Loomis Rd Franklin, Wisconsin 53132	FROM:	Selzer-Ornst Construction 6222 W State St Milwaukee, Wisconsin 53213
PCO NUMBER/REVISION:	011 / 0	CONTRACT:	1 - Franklin City Hall Prime Contract
REQUEST RECEIVED FROM:	Brett Reynolds (Selzer-Ornst Construction)	CREATED BY:	Kari Lilly (Selzer-Ornst Construction)
STATUS:	Pending - In Review	CREATED DATE:	12/30/2019
REFERENCE:	PCO #11	PRIME CONTRACT CHANGE ORDER:	#011 - PCO #11
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$10,013 00

POTENTIAL CHANGE ORDER TITLE: PCO #11

CHANGE REASON: Existing Condition

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

PCO #11

Drywall work in City Hall Chamber Room

Add - Selzer-Ornst Carpentry Labor - \$6,480 00

Remove wood paneling on 2 walls, skim coat existing walls or laminate drywall over existing walls, drywall over existing insulation above ceiling and install new vinyl base on 2 walls where paneling was removed
 72hrs x \$90 00/hr

Add - Selzer-Ornst Material - \$950 00

Drywall, drywall finish, vinyl base, dumpster and miscellaneous materials

Add - Craftmaster - \$650 00

Paint 2 walls where new drywall is installed (2 coats)

Add - Lemberg - \$800 00

Remove & replace electrical devices for drywall work to occur

Alternate to replace vinyl base on two additional walls not affected by this change (ADD - \$560 00)

Insurance & Bonds - \$133 00

General Liability - \$90 00

Selzer-Ornst Fee - \$910 00

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	6-110 - Rough Carpentry	Selzer-Ornst Carpentry Labor	Labor	\$6,480 00
2	6-110 - Rough Carpentry	Selzer-Ornst Carpentry Materials	Material	\$950 00
3	9-910 - Painting & Coatings	Paint 2 wall where new drywall was installed	Subcontractor	\$650 00
4	16-110 - Electrical	Remove & replace electrical devices for drywall work	Subcontractor	\$800 00
5	1 110 - Insurance & Bonds	Insurance & Bonds	Other	\$133 00



PCO #011

6	1-110 - Insurance & Bonds	General Liability	Other	\$90.00
7	1-500 - CM Fee	Selzer-Ornst Fee	Other	\$910.00
Subtotal				\$10,013.00
Grand Total				\$10,013.00

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

City of Franklin
 9229 W Loomis Rd
 Franklin, Wisconsin 53132

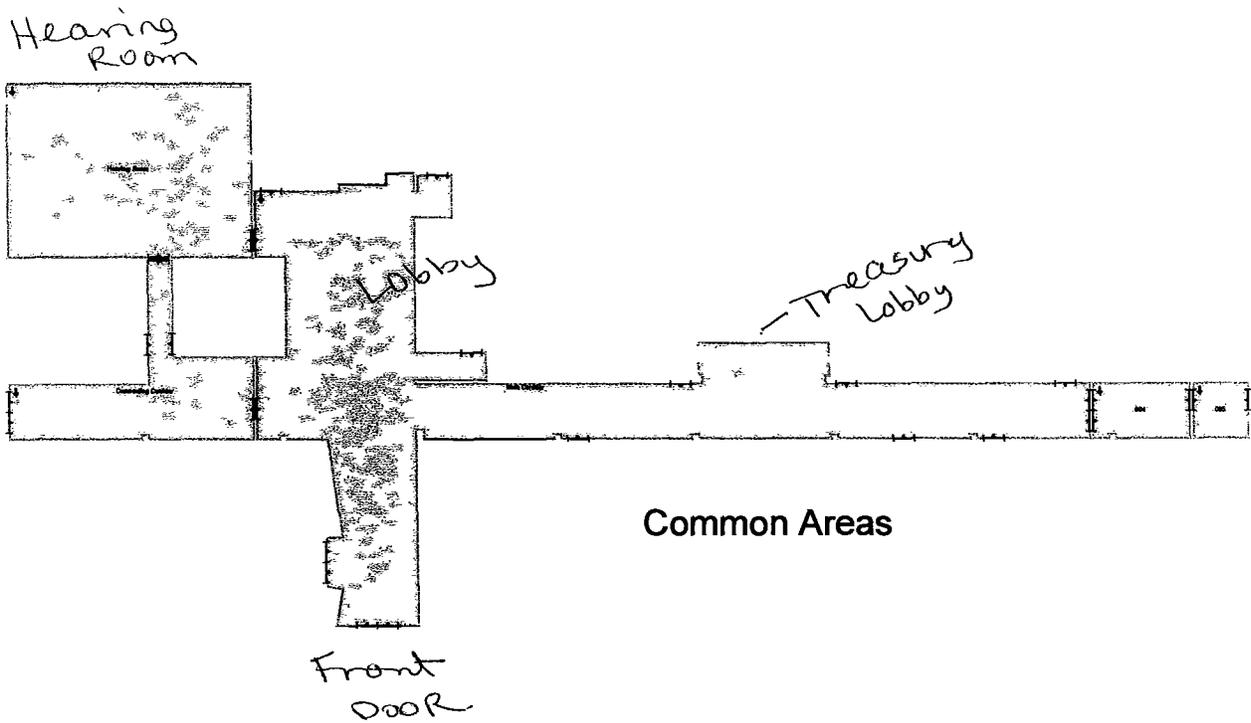
Selzer-Ornst Construction
 6222 W State St
 Milwaukee, Wisconsin 53213

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

Franklin City Hall 3 November 16



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