

CITY OF FRANKLIN

ENVIRONMENTAL COMMISSION MEETING

Wednesday, January 22, 2020 – 7:00 P.M.

FRANKLIN CITY HALL

Conference Room Lower Level

9229 West Loomis Road, Franklin, Wisconsin

AGENDA

I. CALL TO ORDER AND ROLL CALL

II. CITIZEN COMMENT

III. APPROVAL OF MINUTES

- A. Minutes of the special meeting of December 11, 2019

IV. UNFINISHED BUSINESS

- A. Environmental articles for the City of Franklin Newsletter.
- B. Ways to improve and expand Arbor Day 2020; involvement of local nurseries in the City's Arbor Day celebration; Arbor Day event(s) planning; options for a potential spring program consisting of presentations by a Wisconsin Department of Natural Resources speaker.

V. NEW BUSINESS

- A. Root-Pike WIN (Watershed Initiative Network), a 501(c)(3) non-profit organization founded in 2001, educational programing and the requirements of the Wisconsin Department of Natural Resources for this programing.
- B. City of Franklin waste management and recycling data examination by the Environmental Commission.
- C. 2020 Environmental Commission meeting dates.

VI. SCHEDULE NEXT MEETING

- A. February 26, 2020

VII. DISCUSSION OF FUTURE AGENDA ITEMS

- A. Tree selection for Arbor Day.

VIII. ADJOURNMENT

Notice is given that a majority of the Common Council may attend this meeting to gather

Environmental Commission Agenda
January 22, 2020
Page 2

information about an Agenda item over which they have decision making responsibility. This may constitute a meeting of the Council per *State ex rel. Badke v. Greendale Village Board*, even though the Common Council will not take formal action at this meeting.

Notice is given that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, please contact the Franklin City Clerk's office at (414) 425-7500.

**CITY OF FRANKLIN
SPECIAL ENVIRONMENTAL COMMISSION
MEETING MINUTES
December 11, 2019**

unapproved

**CALL TO ORDER & ROLL
CALL**

- I.** Chairman Arthur Skowron called the December 11, 2019 Special meeting of the Environmental Commission to order at 7:00 p.m. in the Lower Level Conference Room, Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

On roll call, the following were in attendance: Chair Arthur Skowron, Vice Chair Wes Cannon, Commissioners Linda Horn, Patricia Pomahac and Ken Hritz and Alderman Dan Mayer. Commissioner Stephanie Flynn submitted her resignation as of November, 2019. Also present was Assistant Planner Marion Ecks.

CITIZEN COMMENT

- II.** The citizen comment period opened at 7:01 p.m. and closed at 7:01 p.m.. No citizens present.

APPROVAL OF MINUTES

Minutes of the regular meeting of October 23, 2019.

III.

- A.** Commissioner Hritz moved and Vice Chair Cannon seconded to approve the minutes of the regular meeting of October 23, 2019 as presented. On voice vote, all voted 'aye'. Motion carried (6-0-0).

UNFINISHED BUSINESS

Environmental articles for the City of Franklin Newsletter.

IV.

- A.** Discussion only. No action taken.

City of Franklin's National Night Out.

- B.** Discussion only. No action taken.

Ways to improve and expand Arbor Day 2020; involvement of local nurseries in the City's Arbor Day celebration; Arbor Day event(s) planning.

- C.** Discussion only. No action taken.

Potential inclusion and provision on the City website of all Environmental Commission meetings agenda packet materials, with and in addition to the meetings agendas as it currently is provided on the City website.

- D.** Discussion only. No action taken.

NEW BUSINESS

Review of library program presentation of “Reinventing Power” (from November 6, 2019).

Review of local renewable energy initiatives – City of Milwaukee Website (<https://city.milwaukee.gov/Climate-Action.htm>)

Overview of Open Meeting rules.

SCHEDULE NEXT MEETING

ADJOURNMENT

Notice is given that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, please contact the Franklin City Clerk’s office at (414) 425-7500.

V.

- A.** The “Renewable Energy Perspective” presentation at the Franklin Public Library on November 6, 2019 had 107 people in attendance, 93 Junior/Senior students from Franklin High School taking Environmental Science classes taught by Patrick Gain.

Speakers included:

Linda Horn of We Energy.

Members of the Franklin Environmental Commission.

Doug Wetjen and Brian Lambert of We Energy.

Kirk Kindred of SunVest Solar, Inc., of Pewaukee.

Discussion only. No action taken.

B.

Planner Ecks gave an overview of City of Franklin examples of climate change/renewable energy initiatives.

Discussion only. No action taken.

C.

Planner Ecks reviewed open meeting rules as it pertains to the City of Franklin Environmental Commission.

Discussion only. No action taken.

VI.

- A.** January 22, 2020.

VII.

Vice Chair Cannon moved and Commissioner Pomahac seconded to adjourn the Special Environmental Commission meeting on December 11, 2019 at 8:02 p.m.. On voice vote, all voted 'aye'. Motion carried (6-0-0).

From: [Cline, Raechelle A - DNR](#)
To: [Marion Ecks](#)
Subject: RE: Speaker request - FW: DNR Website Information Request: General Information
Date: Friday, January 03, 2020 10:20:16 AM
Attachments: [image001.png](#)
[image002.jpg](#)
[image003.png](#)
[image004.jpg](#)
[image005.jpg](#)
[image006.jpg](#)

Hello Marion,

As promised, this is a short list of potential topics that we could present to your group sometime during the latter part of the first quarter in 2020.

- Flooding (since there is a strong possibility we will be experiencing flooding this spring)—what causes flooding, what to do to protect your home and property, preparing for flooding, recovery
- Recycling with a focus on proper disposal of electronics (since kids are so into electronics)—how much does Wisconsin recycle, what can and cannot be recycled, why it's important to recycle
- Wildlife in Urban Areas—what has changed with wildlife that causes us to see more wildlife in urban settings, what to do if you see a wild animal, trends
- Fisheries & Water Systems—where does your water come from and how does it affect the fisheries in the area
- DNR Overview & Career Opportunities—what does the DNR do, how do we touch the lives of people in Wisconsin, what career opportunities exist at the DNR

Let us know what you decide upon and we'll get you in touch with a point person to coordinate all the details. Thank you and happy new year!

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Raechelle

Desk: 608-264-8942

Cell: 608-235-7105

RaechelleA.Cline@wi.gov

From: Marion Ecks <MEcks@franklinwi.gov>
Sent: Wednesday, December 18, 2019 12:32 PM
To: Cline, Raechelle A - DNR <RaechelleA.Cline@wisconsin.gov>
Cc: DNR Customer Service Web <DNRCustomerServWeb@wisconsin.gov>

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

BACKGROUND

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

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

ANALYSIS

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

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

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

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

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

OPTIONS

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

FISCAL NOTE

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

RECOMMENDATIONS

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

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

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

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

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

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

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

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

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



Restoring, Protecting and Sustaining the Root-Pike Basin

November 4, 2019

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

RE: STORMWATER PERMIT REQUIREMENTS FOR COMMUNICATIONS AND OUTREACH

Dear Glen,

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

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

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

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

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

Very Sincerely,

Dave Giordano
Executive Director
262-898-2055



Restoring, Protecting and Sustaining the Root-Pike Basin

HISTORY

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

Respect Our Waters

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

Southeastern Wisconsin Clean Water Network

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



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MEETING PERMIT REQUIREMENTS

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

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

(1) Public education and outreach

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

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

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

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

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



Restoring, Protecting and Sustaining the Root-Pike Basin

Contract for Professional Services

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

January 1, 2020-December 31, 2021

Provided by: Root-Pike Watershed Initiative Network



Restoring, Protecting and Sustaining the Root-Pike Basin

PART I: SERVICES

A. PROGRAM Description

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



Restoring, Protecting and Sustaining the Root-Pike Basin

B. Scope

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

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

1. Community Outreach Events

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

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

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



Restoring, Protecting and Sustaining the Root-Pike Basin

2. Storm Water “Hot Spots” Targeting

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

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

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

3. Public Awareness Communications

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

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

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

4. Social Media Communications

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

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

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



Restoring, Protecting and Sustaining the Root-Pike Basin

5. Construction Site Erosion Prevention

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

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

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



Restoring, Protecting and Sustaining the Root-Pike Basin

C. PROGRAM Budget



Restoring, Protecting and Sustaining the Root-Pike Basin

D. Assumptions & Conditions

This agreement is subject to the following terms & conditions:

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

E. Team

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

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

F. Decisions

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



Restoring, Protecting and Sustaining the Root-Pike Basin

PART II: COMPENSATION

A. Compensation

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

B. Billing and Payment

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



Restoring, Protecting and Sustaining the Root-Pike Basin

PART III: CONTRACTOR STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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



Restoring, Protecting and Sustaining the Root-Pike Basin

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

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

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

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

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

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

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

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

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



Restoring, Protecting and Sustaining the Root-Pike Basin

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



Restoring, Protecting and Sustaining the Root-Pike Basin

PART IV: AGREEMENT

This Agreement is by and between the Contractor:

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

and

The Client
City of Franklin

Who agree as follows:

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

Approved for
Root-Pike Watershed Initiative Network

Approved for
City of Franklin

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Restoring, Protecting and Sustaining the Root-Pike Basin

December 12, 2019

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

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

Dear Glen,

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Giordano".

Dave Giordano
Executive Director

CITY OF FRANKLIN
ENVIRONMENTAL COMMISSION MEETING

Meeting Dates for 2020

January	22	
February	26	
March	25	
April		22
May		27
June		24
July		22
August		26
September		23
October		28
*December		9

* December meeting a combination of November and December meetings due to Holiday schedules.

Notifications will be given for any cancellations or special meetings.

Time of meetings - 7:00 PM.

Place of meeting – Planning =Department Conference Room