

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/21/18
REPORTS & RECOMMENDATIONS	RESOLUTION CONDITIONALLY APPROVING A PRELIMINARY PLAT FOR FAITHWAY RESERVE SUBDIVISION (AT 7711 AND 7725 SOUTH 76TH STREET AND 7700 WEST FAITH DRIVE) (RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC., APPLICANT)	ITEM NUMBER <i>G. 7.</i>
<p>At its August 9, 2018 meeting the Plan Commission recommended approval of a resolution conditionally approving a Preliminary Plat for Faithway Reserve Subdivision (at 7711 and 7725 South 76th Street and 7700 West Faith Drive) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to approve Resolution 2018-_____, conditionally approving a Preliminary Plat for Faithway Reserve Subdivision (at 7711 and 7725 South 76th Street and 7700 West Faith Drive) (Rick J. Przybyla, President of Creative Homes, Inc., Applicant).</p>		



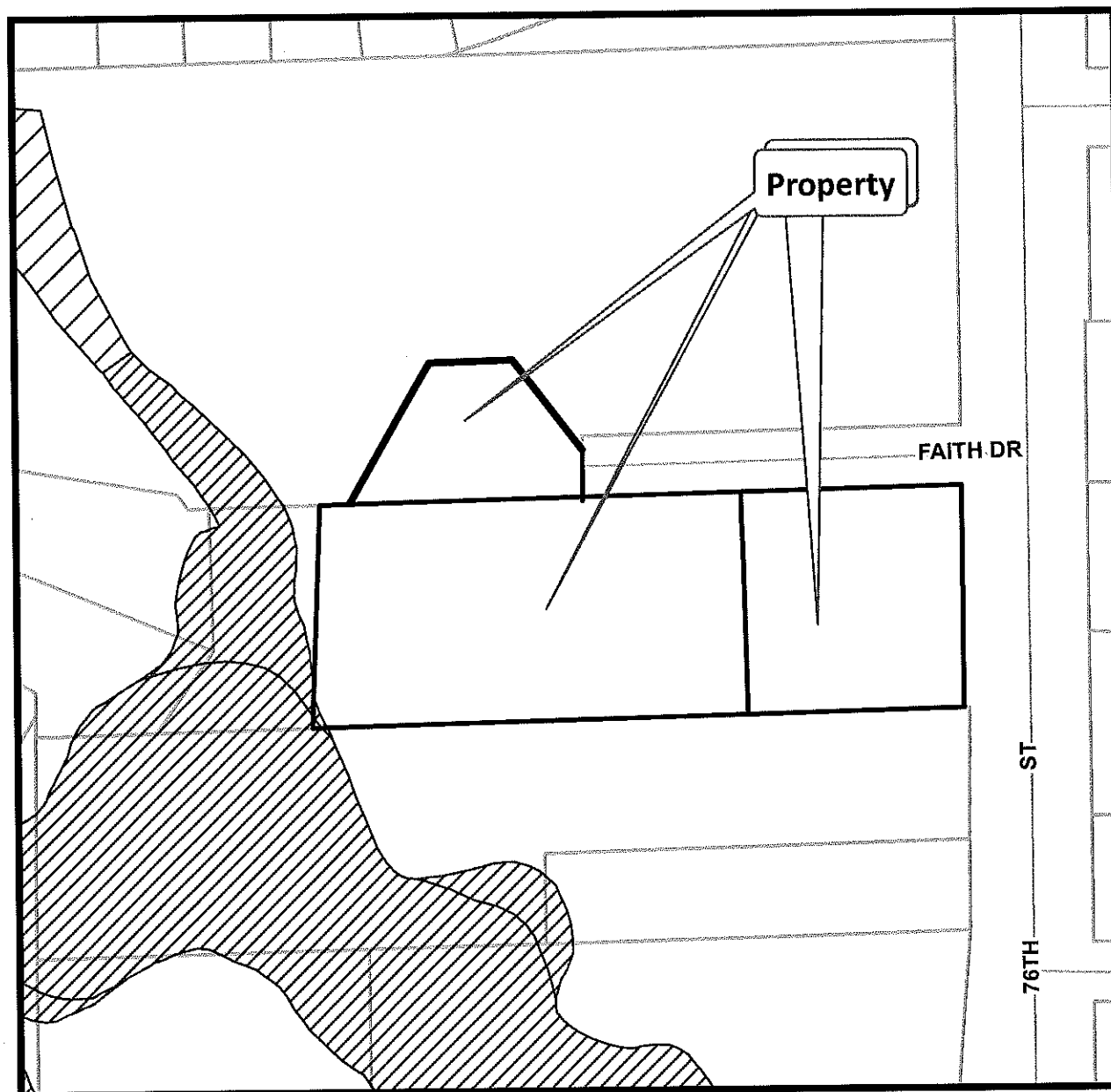
City of Franklin

7711-7725 S. 76th Street & 7700 W. Faith Drive

TKN: 792 0264 000

792 0263 000

792 9984 001



Planning Department
(414) 425-4024

0 95 190 380 Feet

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

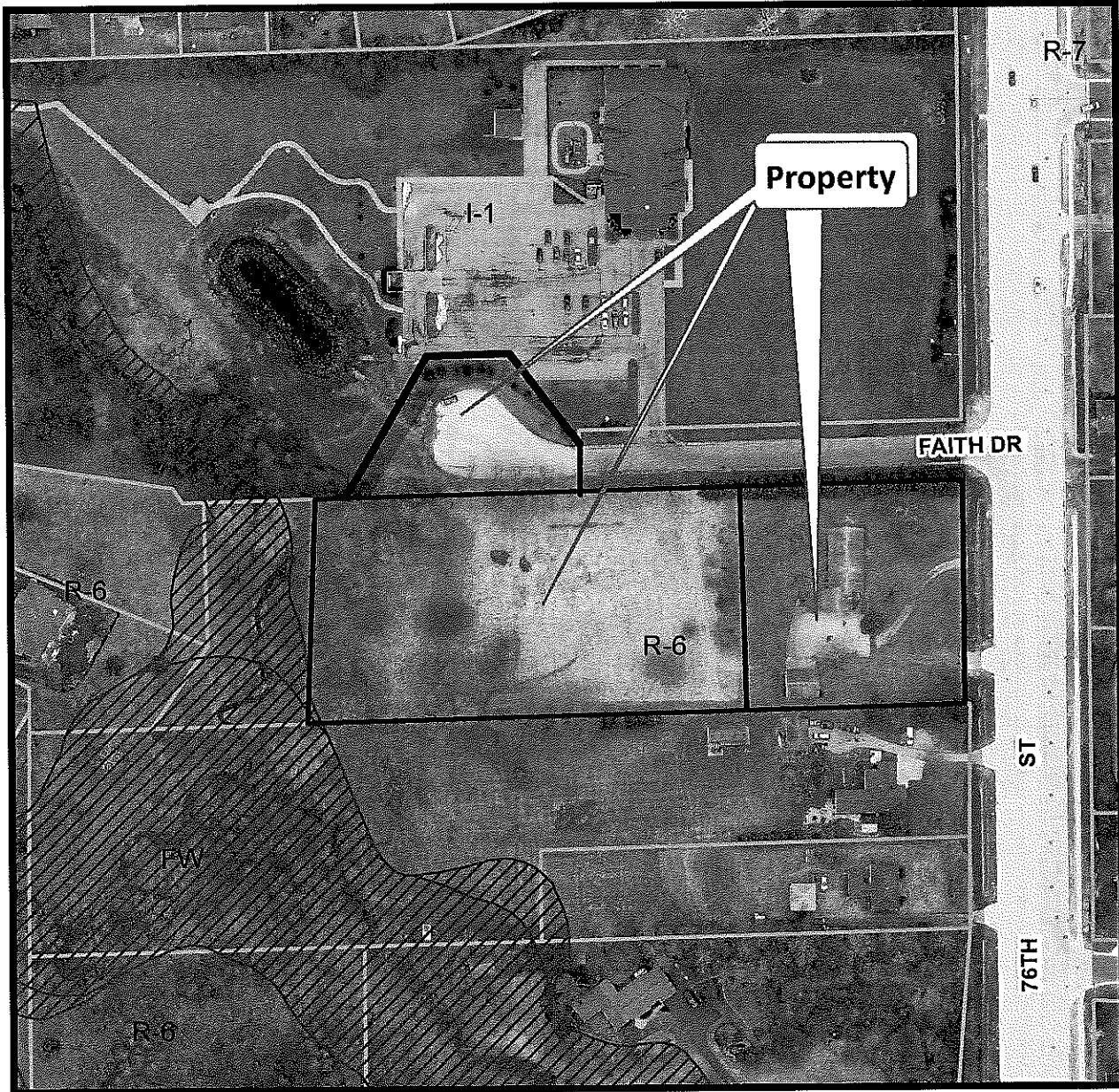


2017 Aerial Photo



City of Franklin

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2017 Aerial Photo

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2018-_____

A RESOLUTION CONDITIONALLY APPROVING A
PRELIMINARY PLAT FOR FAITHWAY RESERVE SUBDIVISION
(AT 7711 AND 7725 SOUTH 76TH STREET AND 7700 WEST FAITH DRIVE)
(RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC., APPLICANT)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a preliminary plat for Faithway Reserve Subdivision, such plat being all of Lot 3 and Lot 4 of Certified Survey Map 8625 and a part of Parcel 1 of Certified Survey Map 7051, being also part of the Southeast 1/4 of the Southeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the property located at 7711 and 7725 South 76th Street and 7700 West Faith Drive, bearing Tax Key Nos. 792-0264-000, 792-0263-000 and 792-9984-001, Rick J. Przybyla, President of Creative Homes, Inc., applicant; said preliminary plat having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof at its meeting on August 9, 2018, pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed preliminary plat is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Preliminary Plat of Faithway Reserve Subdivision, as submitted by Rick J. Przybyla, President of Creative Homes, Inc., as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.
3. Rick J. Przybyla, President of Creative Homes, Inc., successors and assigns and any developer of the Faithway Reserve 8 lot single-family residential subdivision development shall pay to the City of Franklin the amount of all development

RICK J. PRZYBYLA, PRESIDENT OF CREATIVE HOMES, INC. – PRELIMINARY
PLAT
RESOLUTION NO. 2018-_____
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compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the Faithway Reserve 8 lot single-family residential subdivision development, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.

4. The approval granted hereunder is conditional upon Rick J. Przybyla, President of Creative Homes, Inc. and the Faithway Reserve 8 lot single-family residential subdivision development project for the property located at 7711 and 7725 South 76th Street and 7700 West Faith Drive: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
5. The Faithway Reserve 8 lot single-family residential subdivision development project shall be developed in substantial compliance with the terms and provisions of this Resolution.
6. The applicant shall utilize signage or boulders to mark the location of the conservation easement boundary onsite.
7. Any proposed subdivision monument sign(s) shall be subject to review and approval by the Plan Commission and the issuance of a Sign Permit from the Inspection Department.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of August 9, 2018

Preliminary Plat

RECOMMENDATION: City Development Staff recommends approval of the Preliminary Plat Application for the development of eight single-family residential lots, subject to the conditions as noted in the attached draft resolution.

Project Name:	Faithway Reserve Preliminary Plat
Project Location:	7711 S. 76 th Street, 7725 S. 76 th Street and 7700 W. Faith Drive
Property Owner:	Creative Homes, Inc.
Applicant:	Rick Przybyla, Creative Homes, Inc.
Current Zoning:	R-6 Suburban Single-Family Residence District & FW Floodway District & I-1 Institutional District
2025 Comprehensive Plan:	Residential, Areas of Natural Resource Features, and Institutional
Use of Surrounding Properties:	Faith Community Church to the north and east, single-family residential to the south and vacant land zoned I-1 owned by the Franklin School District to the west
Applicant's Action Requested:	Approval of the Preliminary Plat for future single-family residential development

INTRODUCTION:

Please note:

- Staff recommendations are underlined, in italics and are included in the draft ordinance.
- Staff suggestions are only underlined and are not included in the draft resolution.

On June 25, 2018, the applicant submitted an application for a Preliminary Plat requesting approval of an eight-lot single-family subdivision development. Note that this is a continuation of an application from 2014; however, the lot configuration has been modified since the applicant's original submittal.

The properties were also part of a Certified Survey Map completed in 2014, which created two lots adjacent to Imperial Drive and the properties at 7725 W. Faith Drive and 7711 S. 76th Street.

Following the Certified Survey Map, Creative Homes received approval of a rezoning request in 2015 for the portion of the development on the Faith Community Church property (Lot No. 8). That rezoning was contingent upon Common Council approval of a Preliminary Plat and the approval and recording of a Final Plat, and approval and recording of a Conservation Easement.

In addition, a Comprehensive Master Plan Amendment was approved in 2015 to amend the Future Land Use Map designation from Institutional use to Residential Use.

PROJECT DESCRIPTION/ANALYSIS:

The proposed lots range in size from 12,232 square feet to 38,983 square feet, with an average lot size of 19,733 square feet. All lots abut and have sufficient width along a public right-of-way. Note that Lot 4 only has 50.08-feet at the cul-de-sac; however, has 118.82-feet abutting Faith Drive. Staff suggests that the width of Lot No. 7 be reduced and the width of Lot No. 4 increased to at least 60-feet. Staff would also be open and not necessarily object to other modifications to increase that width of Lot No. 4. Staff finds that the 60-feet of width along the cul-de-sac to better meet the intent of the Unified Development Ordinance provisions below.

Section 15-2.0204

Except as otherwise provided for herein, every building shall be constructed or erected upon a lot or parcel of land which abuts no less than sixty (60) feet upon a dedicated public street right-of-way, including cul-de-sac lots.

Section 15-5.0101B.1.

Access to Public Streets Required. The Certified Survey Map or Subdivision shall be designed so as to provide each lot with a minimum of 60 feet frontage along a public street.

Staff also suggests adjusting the property line between Lot Nos. 7 and 8. Staff suggests that the property boundary align with the north property line of Lot Nos. 2, 3 and 4. The applicant has noted that this suggestion would impact the views from Lot No. 7, which may be developed by the developer and prefer the property boundaries remain as proposed.

Lot No. 1 will be accessed from S. 76th Street. According to the applicant Milwaukee County has already approved this access location. The remainder of the lots are all accessible from W. Faith Drive, which will be extended from its existing location just west of the entrance drive to Faith Community Church and end with a cul-de-sac bulb curving south. The cul-de-sac will be designed to include an island and a group mailbox per City design guidelines.

Note that at the time of Final Plat, Declaration of Deed Restrictions and Protective Covenants and any other Homeowners' Association documentation will be required for review by the City Attorney per Section 15-7.0603 of the Unified Development Ordinance.

Stormwater Management:

The applicant is proposing to utilize the existing storm water pond on Faith Community Church property. An agreement with the church is already in place.

A stormwater management plan and calculations were submitted to the Engineering Department for review. The plan is currently under review and will require final Engineering Department approval as part of the review of the Final Plat Application. Pursuant to the City of Franklin Unified Development Ordinance and Design Standards and Construction Specifications, associated easements will be required, for review by the City Engineer and approval by the

Common Council, prior to recording of the Final Plat. In addition, a stormwater maintenance agreement will also be required.

Public Sewer and Water:

Public sewer and water service are currently available along S. 76th Street and will be extended to serve these homes. Detailed review of the sewer and water extensions by the Engineering Department will be required as part of the Final Plat Application review. Pursuant to the City of Franklin Design Standards and Construction Specifications, associated easements will be required, for review by the City Engineer and approval by the Common Council, prior to recording of the Final Plat.

It is important to note that pursuant to Sections 15-2.0303 and 15-8.0101 of the UDO, a Subdivision Development Agreement and associated letter of credit (to ensure the proper furnishing, construction, and installation of required improvements), must be prepared by the applicant for review by the City Engineer and the City Attorney and approval by the Common Council, prior to recording of the Final Plat.

Natural Resource Protection Plan:

The property contains a conservation easement that was recorded in 2014 as part of the Certified Survey Map that created the two lots adjacent to Imperial Drive and the properties at 7725 W. Faith Drive and 7711 S. 76th Street.

The Natural Resource Protection Plan was completed by DAAR Engineering. The wetlands were delineated by Dave Meyer of Wetland & Waterway Consulting, LLC on May 15, 2013.

Staff recommends the applicant utilize signage or boulders to mark the location of the conservation easement boundary onsite. The applicant has indicated they agree with this recommendation.

Signage:

Signage is not being proposed at this time. Staff recommends that any proposed subdivision monument sign(s) be subject to review and approval by the Plan Commission and issuance of a Sign Permit from the Inspection Department.

STAFF RECOMMENDATION:

City Development Staff recommends approval of the Preliminary Plat Application for the development of eight single-family residential lots, subject to the conditions as noted in the attached draft resolution.

RESPONSE TO CITY OF FRANKLIN COMMENTS BY:
ONE SOURCE CONSULTING/CREATIVE HOMES
DATED 07/30/2018



MEMORANDUM:

FROM: City Development

DATE: July 23, 2018

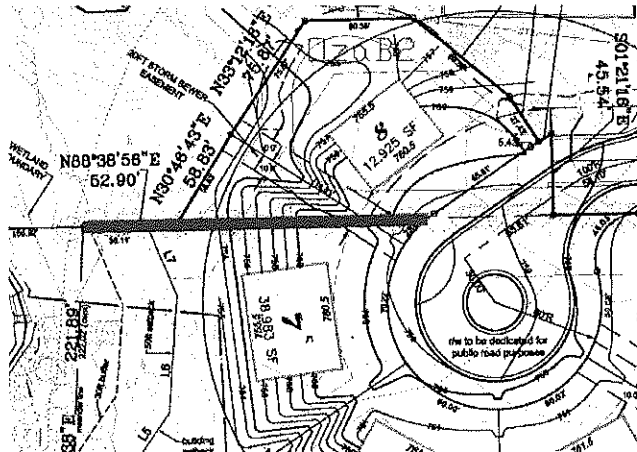
FROM: City of Franklin Department of City Development

SUBJECT: Faithway Reserve Preliminary Plat Staff Comments

Please be advised that City Staff has reviewed the above applications. Department comments are as follows for the Preliminary Plat Application routed by Department of City Development Staff on July 13, 2018:

Department of City Development

1. In addition to the note on the plat, please also graphically illustrate the no access restriction adjacent to S. 76th Street, except for the access needed and allowed for by Milwaukee County for Lot 1.
Access Restrictions Shown on Revised Preliminary Plat.
2. Staff suggests adjusting the property line between Lot Nos. 7 and 8. Staff suggests that the property boundary align with the north property line of Lot Nos. 2, 3 and 4 (see below for clarification).
This modification was not made. The suggested change alters the building pad location and expected rear yard views for Lot 7 which may be retained by the Developer for construction of his own residence. Approval of the radial lots as suggested in the UDO and shown on the Preliminary Plat is requested.



3. What does the circle shown around the cul-de-sac represent?

The small circles represent 2" property monument at points of curvature on the right-of-way line as required by the Administrative Code AE-7 and the Wisconsin Platting Manual. No revisions were made to the Preliminary Plat.

4. Please verify that the minimum 30-foot front yard setback is met for Lot No. 4, particularly at the northwest corner.

Lot 4 is considered a corner lot. As a result the frontage along the cul de sac has a 30' front yard setback. The setback along Faith Drive is shown with a 19' side yard setback in accordance with the UDO. This was reviewed with and agreed upon by the Engineering Department prior to submittal. No revisions were made to the Preliminary Plat.

5. S. 76th Street is an arterial street and requires a minimum 40-foot building setback per Section 15-5.0108B. of the UDO. Please revise the plat accordingly.

Revisions were made to the Preliminary Plat as requested.

6. Staff suggests revising the plat in order to provide Lot No. 4 with at least 60-feet of frontage adjacent to the cul-de-sac. This would better meet the spirit of Sections 15-2.0204 and 15-5.0100B.1. of the UDO. There appears to be sufficient room if the width of Lot 7 is reduced at the front property line.

The widths of the lots conform to the requirements of the UDO and were carefully considered by the Developer to maximize the salability of the lots. No revisions were made to the Preliminary Plat.

7. Where protected natural resources and conservation easements exist onsite, staff recommends marking the location of these areas with signage or boulders.

Agreed. No revisions were made to the Preliminary Plat.

8. Please note that if an entrance sign is proposed, it requires a separate application and review and approval by the Plan Commission.

Agreed. No revisions were made to the Preliminary Plat.

9. Staff suggests that all protected natural resources be placed within an outlot.

All natural resources were placed in a conservation easement in 2006 with CSM.

No revisions were made to the Preliminary Plat.

10. Please illustrate the vision triangle at the corner of West Faith Drive and South 76th Street.

The vision corner easement has been shown on the Preliminary Plat as requested.

Engineering Department

Planning Staff anticipates Engineering comments being sent later this week. Please contact Ronnie Asuncion with any questions.

Building Inspection Department

The Building Inspection Department reviewed the proposed Preliminary Plat and made the following recommendations:

- Building Inspections Department will require proper permits and plans per Uniform Dwelling Code.

Agreed. No revisions were made to the Preliminary Plat.

- Also, it appears a number of the single family homes will have “walk-out” basements. Plans will require proper engineering to address unbalanced loads on foundation walls.
Agreed. No revisions were made to the Preliminary Plat

Fire Department

The Fire Department has the following Comments/Concerns:

- Additional fire hydrants will be required (possibly not yet indicated on preliminary plat drawing).
Final coordination of the public improvements will be coordinated with the Engineering Department following approval of the Preliminary Plat.

Police Department

The Franklin Police Department has reviewed the application for 7711 & 7725 South 76th St & 7700 West Faith Drive.

The Police Department has no issues with this request.



7/25/2018

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

Dear Members of the City of Franklin,

I wanted to express to you our appreciation for working with us in the sale of a portion of property we recently sold to Creative Homes Inc. We are very pleased with how this all worked out and we are pleased to have had a good working relationship with Rick Przybyla. Rick has kept us well informed of his progress in the development of the lots for Faithway Reserve. We anticipate the building and transition of the property to go smoothly.

We are also glad to have worked out a working arrangement with Creative Homes regarding the shared use of the retention pond.

Thank you for the work you do to support the development and growth of our wonderful community.

Sincerely,

Rev. Dr. Stu Merkel, Pastor

APPROVAL <i>Slw umw JH</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/2018
REPORTS & RECOMMENDATIONS	Exemption of Impact Fees for a Single-Family Residential Building Permit at 7853 S. Ridgewood per Application by Mr. Bradley Schmidt as Provided for in Chapter 92-9 of the Municipal Code	ITEM NUMBER <i>6.8.</i>

Mr. Bradley Schmidt is in the process of obtaining a building permit to construct a home at 7853 S. Ridgewood Drive. Impact fees generally apply to new construction. Section 92-9 "Impact Fees," subsection K, of the Municipal Code provides, in relevant part, for an exemption from Impact Fees as follows:

"The lawful new construction of a single-family dwelling structure upon a nondivisible parcel of land supporting or having supported a habitable single-family dwelling structure razed or to be razed within one year of the date of the issuance of a building permit for the new construction as part of the new construction project shall be exempt from the fees imposed under this section (excluding the fees under Subsection H above, unless such pre-existing dwelling structure was connected to the municipal water supply system)."

A home built in the 1980's and that was on the City sewer and water supply was previously on this parcel, and it was recently razed. Unfortunately, it has been more than 1 year since the house was razed. The property owner ran into some issues with the construction development. He was required by our code to have a wetland delineation completed but was exempt from needing a Natural Resource Protection Plan. These two similarly related items created some confusion for Mr. Schmidt. By the time that was resolved, he was unable to get the wetland delineation due to the time of the year and had to wait until earlier this year. That confusion and need to wait for spring/summer 2018 for a wetland delineation were ultimately instrumental in not having a building permit issued within the one-year deadline.

The Municipal Code, however, appears to have anticipated that there could be unique circumstances that would warrant consideration. The code goes on to add the following:

"Any new construction of a single-family dwelling structure upon a single parcel of land involving the demolition of a pre-existing residential structure upon such single parcel of land, which project is similar to but not exactly as described above to be exempt, may be found to be exempt upon application to the Common Council and a finding by the Common Council that such project does not bear a rational relationship to the need for new, expanded or improved public facilities required to serve such development. Such application shall be made to the Common Council prior to the payment of any fees under this section."

This language appears to apply since Mr. Schmidt's circumstances are "similar to but not exactly as described above to be exempt." Therefore, staff indicated that Mr. Schmidt could request of the Common Council ("make application") to be exempt from the requirement to pay \$5,896 in impact fees. Staff directed that he could provide such a letter or email to the Building Inspector describing the circumstances and making the request to apply the exemption. Following is the text of said email, which was received by the Building Inspector on August 13, 2018, at 7:11 a.m.:

"City of Franklin common council,

This letter is to inform the city that I am requesting my project at 7853 S. Ridgewood Dr. be exempt from any impact fees. A single family house was razed on this property, and I plan to build a single family house. This house is to be similar to what was existing on the property. I am over the 1 year calendar deadline of fees being exempt due to the city requiring me to have a wetland delineation completed last year. I tried to pull a permit last year, and was told without this, I would be denied. At a later time, I found out that according to Franklins UDC I did not need to provide this delineation. If I was not told this wrong information, I could have applied for my permit last year, where I would be exempt from fees.


Thank you, Brad Schmidt"

As one can see, the wetland delineation issue remains confusing because Mr. Schmidt is incorrect when he says a wetland delineation was not required. The wetland delineation was required and was completed. It was the Natural Resource Protection Plan that wasn't required.

The Building Inspector and Director of Administration support Mr. Schmidt's request that the Common Council finds the building permit to be exempt from impact fees and finds that the project does not bear a rational relationship to the need for new, expanded or improved public facilities required to serve such development. Such a finding would be based upon the home having previously been on the public water supply; the request only extending beyond the one-year time frame by a short period; the delay in meeting the one-year requirement for an exemption was in significant part due to the confusion related to and the requirement for a wetland delineation, which includes the seasonality issues dealing with a wetland delineation; and Mr. Schmidt having been reasonably proactive in trying to complete the project in a timely manner. Staff does recommend a contingency be placed upon the approval so as to ensure continued diligence on Mr. Schmidt's part.

COUNCIL ACTION REQUESTED

Motion to adopt a finding that a building permit for a single-family home issued for 7853 Ridgewood Drive to Mr. Bradley Schmidt shall be exempt from impact fees under Chapter 92 of the Municipal Code and a finding that the project does not bear a rational relationship to the need for new, expanded or improved public facilities required to serve such development based upon the reasons provided in the Council Action Sheet and subject to the building permit being issued prior to the second anniversary of the razing of the prior home on the property.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/2018
REPORTS & RECOMMENDATIONS	RESOLUTION PROPOSING TO INCREASE THE LEVY BEYOND THE AMOUNT THAT IS ALLOWED UNDER THE "LOCAL LEVY LIMIT" STATUTE FOR THE PURPOSE OF ENHANCING PUBLIC SAFETY DEPARTMENT SERVICES AND SCHEDULING AN ELECTION FOR A REFERENDUM TO EXCEED THE LEVY LIMIT FOR PUBLIC SAFETY EXPENSES	ITEM NUMBER G.9.

In order to help the City determine how best to proceed with future budget decisions relative to public safety options, the Common Council, at their February 19th Council Meeting, authorized "staff to proceed with a project for a Public Safety Services review, including an Options Assessment and Citizen Survey, relative to Fire Department services and some Police services..." The authority included moving forward with a contract with Mueller Communications and one of their subcontractors for development of the Options Assessment and Citizen Survey.

The Assessment of Public Safety Needs & Funding Options was prepared/provided by Mueller Communications and the Community-Wide Citizen Survey was prepared by Community Perceptions in conjunction with Mueller Communications. The citizen survey was printed and delivered to the Franklin post office by Burton & Mayer on July 6th. An explanation of the survey along with the Options Assessment, FAQ's, and the 2017 Franklin Fire and Police Department's respective Annual Reports were posted to the home page of the City website on July 9th and an article again explaining the citizen survey and urging residents to provide feedback by July 30th was displayed on the front page of the most recent City newsletter that was delivered to the post office on July 24th.

The survey deadline date was July 30th. Final survey results have been collected and analyzed by Community Perceptions. Sue Peterson of Community Perceptions was in attendance at the August 7, 2018 Common Council meeting where she provided a PowerPoint presentation of the survey results. The Director of Administration then presented information for a discussion on considering the options presented in the survey. Based on that discussion, three potential resolutions are provided. One addresses funding for nine firefighters and two police officers, one addresses funding for just the nine firefighters, and the third addresses funding for just the two police officers. The numbers can be adjusted if the Council wishes to pursue some other funding or staffing mix as previously discussed by the Director of Administration.

The actions taken by the resolution addresses the following requirements of the statute: "The resolution shall specify the proposed amount of increase in the levy beyond the amount that is allowed under sub. (2), the purpose for which the increase will be used, and whether the proposed amount of increase is for the next fiscal year only or if it will apply on an ongoing basis." [66.0602(4)(c)]

The resolution also provides that the referendum question be prepared as to form by the City Attorney's Office in accordance with the requirements of the statute. That language was previously provided to the Common Council and is provided below.

"Under state law, the increase in the levy of the City of Franklin for the tax to be imposed for the next fiscal year, 2019, is limited to 0.89%, which results in a levy of \$20,929,344. Shall the City of Franklin be allowed to exceed this limit and increase the levy for the next fiscal year, 2019, by a total of X.X%, which results in a levy of \$XXXXX.XX for the purpose of closing current staffing shortages by hiring nine firefighters and two police officers?"

The above language would then be adjusted based upon the resolution option as approved by the Common Council.

There is a statutory timeline for approval of the resolution if the Council wishes to have the referendum appear on the ballot of the November 6, 2018 election. That statutory deadline for the City Clerk to receive the approved referendum question is August 28th.

COUNCIL ACTION REQUESTED

Motion to approve one of the attached resolutions or such action as may be determined appropriate by the Common Council.

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY:

RESOLUTION NO 2018-_____

**RESOLUTION PROPOSING TO INCREASE THE LEVY BEYOND THE AMOUNT
THAT IS ALLOWED UNDER THE "LOCAL LEVY LIMIT" STATUTE FOR THE
PURPOSE OF ENHANCING PUBLIC SAFETY DEPARTMENT SERVICES AND
SCHEDULING AN ELECTION FOR A REFERENDUM TO EXCEED THE
LEVY LIMIT FOR PUBLIC SAFETY EXPENSES**

WHEREAS, the State of Wisconsin has imposed limits on town, village, city and county property tax levies for 2018 under Wis. Stat. sec. 66.0602; and

WHEREAS, Wis. Stat. Sec. 66.0602 limits the increase in 2018 to the local property tax levy to no more than the greater of (a) 0% of last year's actual levy or (b) a percentage equal to the percentage change in equalized value due to new construction less improvements removed; which for the City of Franklin is 0.89 percent; and

WHEREAS, the Common Council of the City of Franklin, Milwaukee County, believes it is in the City's best interest to exceed the state levy limit as described above by a greater percentage than 0.89; and

WHEREAS, the City of Franklin's actual levy in 2017 (collected in 2018) was \$20,744,716 (excluding debt service levy); and state law would limit the increase to \$184,628 for a total allowable 2018 (collected in 2019) City tax levy (excluding debt service levy) of \$20,929,344; and

WHEREAS, creating and filling nine new firefighter positions and two new police officer positions will enhance the City of Franklin's Police and Fire Departments' ability to better fulfill the departments' growing response and preventative responsibilities. Raising the statutory levy limit will allow the City to enhance these services, which are essential to the health, safety, and welfare of the citizens of Franklin.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Franklin, Milwaukee County, Wisconsin, that:

The Common Council hereby supports an increase in the City tax levy for 2018 (to be collected in 2019) to exceed the state levy limit for the purpose of creating and filling nine new firefighter positions and two new police officer positions to enhance the City of Franklin's Police and Fire Departments' ability to better fulfill the department's growing response and preventative responsibilities. The Common Council intends that the levy increase be applied on an ongoing basis by including it in the base used to calculate the limit in subsequent years as well.

The Common Council directs that the question of increasing the City tax levy for 2018 (to be collected in 2019) by 9.57 percent above the levy limit, which would increase the City levy by \$2,002,938 over the 2017 (to be collected in 2018) levy, for a City tax levy of \$22,932,282, shall be submitted to the electors in a referendum pursuant to Wis. Stat. sec. 66.0602(4) at the election to be held on November 6, 2018.

RESOLUTION NO 2018-_____

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The Common Council directs that the question shall be submitted to referendum in a form as provided for by Wis. Stat. sec. 66.0602(4)(c) and as approved as to form by the Office of the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of August, 2018, by _____.

Passed and adopted by the Common Council of the City of Franklin this 21st day of August, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, Director of Clerk Services

AYES ____ NOES ____ ABSENT ____

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY:

RESOLUTION NO 2018-_____

RESOLUTION PROPOSING TO INCREASE THE LEVY BEYOND THE AMOUNT THAT IS ALLOWED UNDER THE "LOCAL LEVY LIMIT" STATUTE FOR THE PURPOSE OF ENHANCING PUBLIC SAFETY DEPARTMENT SERVICES AND SCHEDULING AN ELECTION FOR A REFERENDUM TO EXCEED THE LEVY LIMIT FOR PUBLIC SAFETY EXPENSES

WHEREAS, the State of Wisconsin has imposed limits on town, village, city and county property tax levies for 2018 under Wis. Stat. sec. 66.0602; and

WHEREAS, Wis. Stat. sec. 66.0602 limits the increase in 2018 to the local property tax levy to no more than the greater of (a) 0% of last year's actual levy or (b) a percentage equal to the percentage change in equalized value due to new construction less improvements removed; which for the City of Franklin is 0.89 percent; and

WHEREAS, the Common Council of the City of Franklin, Milwaukee County, believes it is in the City's best interest to exceed the state levy limit as described above by a greater percentage than 0.89; and

WHEREAS, the City of Franklin's actual levy in 2017 (collected in 2018) was \$20,744,716 (excluding debt service levy); and state law would limit the increase to \$184,628 for a total allowable 2018 (collected in 2019) City tax levy (excluding debt service levy) of \$20,929,344; and

WHEREAS, creating and filling nine new firefighter positions will enhance the City of Franklin Fire Department's ability to better fulfill the department's growing response and preventative responsibilities. Raising the statutory levy limit will allow the City to enhance these services, which are essential to the health, safety, and welfare of the citizens of Franklin.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Franklin, Milwaukee County, Wisconsin, that:

The Common Council hereby supports an increase in the City tax levy for 2018 (to be collected in 2019) to exceed the state levy limit for the purpose of creating and filling nine new firefighter positions to enhance the City of Franklin Fire Department's ability to better fulfill the department's growing response and preventative responsibilities. The Common Council intends that the levy increase be applied on an ongoing basis by including it in the base used to calculate the limit in subsequent years as well.

The Common Council directs that the question of increasing the City tax levy for 2018 (to be collected in 2019) by 7.88 percent above the levy limit, which would increase the City levy by \$1,649,232 over the 2017 (to be collected in 2018) levy, for a City tax levy of \$22,578,576, shall be submitted to the electors in a referendum pursuant to Wis. Stat. sec. 66.0602(4) at the election to be held on November 6, 2018.

RESOLUTION NO 2018-_____

Page 2

The Common Council directs that the question shall be submitted to referendum in a form as provided for by Wis. Stat. sec. 66.0602(4)(c) and as approved as to form by the Office of the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of August, 2018, by _____.

Passed and adopted by the Common Council of the City of Franklin this 21st day of August, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, Director of Clerk Services

AYES ____ NOES ____ ABSENT ____

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY:**RESOLUTION NO 2018-_____****RESOLUTION PROPOSING TO INCREASE THE LEVY BEYOND THE AMOUNT THAT IS ALLOWED UNDER THE "LOCAL LEVY LIMIT" STATUTE FOR THE PURPOSE OF ENHANCING PUBLIC SAFETY DEPARTMENT SERVICES AND SCHEDULING AN ELECTION FOR A REFERENDUM TO EXCEED THE LEVY LIMIT FOR PUBLIC SAFETY EXPENSES**

WHEREAS, the State of Wisconsin has imposed limits on town, village, city and county property tax levies for 2018 under Wis. Stat. sec. 66.0602; and

WHEREAS, Wis. Stat. sec. 66.0602 limits the increase in 2018 to the local property tax levy to no more than the greater of (a) 0% of last year's actual levy or (b) a percentage equal to the percentage change in equalized value due to new construction less improvements removed; which for the City of Franklin is 0.89 percent; and

WHEREAS, the Common Council of the City of Franklin, Milwaukee County, believes it is in the City's best interest to exceed the state levy limit as described above by a greater percentage than 0.89; and

WHEREAS, the City of Franklin's actual levy in 2017 (collected in 2018) was \$20,744,716 (excluding debt service levy); and state law would limit the increase to \$184,628 for a total allowable 2018 (collected in 2019) City tax levy (excluding debt service levy) of \$20,929,344; and

WHEREAS, creating and filling two new police officer positions will enhance the City of Franklin Police Department's ability to better fulfill the department's growing response and preventative responsibilities. Raising the statutory levy limit will allow the City to enhance these services, which are essential to the health, safety, and welfare of the citizens of Franklin.

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Franklin, Milwaukee County, Wisconsin, that:

The Common Council hereby supports an increase in the City tax levy for 2018 (to be collected in 2019) to exceed the state levy limit for the purpose of creating and filling two new police officer positions to enhance the City of Franklin Police Department's ability to better fulfill the department's growing response and preventative responsibilities. The Common Council intends that the levy increase be applied on an ongoing basis by including it in the base used to calculate the limit in subsequent years as well.

The Common Council directs that the question of increasing the City tax levy for 2018 (to be collected in 2019) by 1.69 percent above the levy limit, which would increase the City levy by \$353,706 over the 2017 (to be collected in 2018) levy, for a City tax levy of \$21,283,050, shall be submitted to the electors in a referendum pursuant to Wis. Stat. sec. 66.0602(4) at the election to be held on November 6, 2018.

RESOLUTION NO 2018-_____

Page 2

The Common Council directs that the question shall be submitted to referendum in a form as provided for by Wis. Stat. sec. 66.0602(4)(c) and as approved as to form by the Office of the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of August, 2018, by _____.

Passed and adopted by the Common Council of the City of Franklin this 21st day of August, 2018.


APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, Director of Clerk Services

AYES ____ NOES ____ ABSENT ____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/2018
REPORTS & RECOMMENDATIONS	Resolution Scheduling an Election for an Advisory Referendum that Recommends the State Legislature Protect Local Businesses, Apartment Owners, and Homeowners from Property Tax Burden Shifts by Passing Legislation to Close Property Tax Loopholes Related to the "Dark Store" and Walgreens v. City of Madison Commercial Property Valuation and Taxation Interpretations	ITEM NUMBER <i>G, 10,</i>

Property tax burden shifts to residential properties have occurred due to national and regional chain stores in Franklin and Milwaukee County using property tax loopholes. Using such "Dark Store" or leasing-strategy loopholes, some national chain stores are suing to substantially reduce their taxable property value and shift that property tax burden to other property owners. The Common Council has previously passed a resolution urging the legislature to take action to close these property tax loopholes. The legislature, however, has failed to act in the best interest of homeowners and has not adopted the necessary legislative remedies.

As such, the State legislature needs to know how important this issue is to the residents of Franklin so that they will be prodded to action. Toward that end, attached is a proposed resolution to put an advisory referendum pertaining to this matter on the ballot for the election on November 6, 2018. By statute, this resolution would need to be adopted by August 28th for the Clerk to be able to take the timely action necessary for it to appear on the ballot.

COUNCIL ACTION REQUESTED

Motion to approve Resolution 2018-____, a Resolution Scheduling an Election for an Advisory Referendum that Recommends the State Legislature Protect Local Businesses, Apartment Owners, and Homeowners from Property Tax Burden Shifts by Passing Legislation to Close Property Tax Loopholes Related to the "Dark Store" and Walgreens v. City of Madison Commercial Property Valuation and Taxation Interpretations.

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY:

RESOLUTION NO 2018-_____

**RESOLUTION SCHEDULING AN ELECTION FOR AN ADVISORY REFERENDUM THAT RECOMMENDS
THE STATE LEGISLATURE PROTECT LOCAL BUSINESSES, APARTMENT OWNERS, AND
HOMEOWNERS FROM PROPERTY TAX BURDEN SHIFTS BY PASSING LEGISLATION TO CLOSE
PROPERTY TAX LOOPHOLES RELATED TO THE "DARK STORE" AND WALGREENS V. CITY OF
MADISON COMMERCIAL PROPERTY VALUATION AND TAXATION INTERPRETATIONS**

WHEREAS, homeowners in Wisconsin pay nearly 70% of the total statewide property tax levy; and

WHEREAS, the disproportionate burden of property taxes on homeowners will worsen unless legislators take action to close loopholes in property tax law that some national chain stores use to gain substantial reductions in property taxes; and

WHEREAS, some national and regional chain stores in Franklin and across Wisconsin

- 1) have argued that the assessed value of their property for property tax purposes should be only half of its actual value on the open market; and
- 2) have used lawsuits to force local governments to lower the market value of thriving national chain stores; thereby shifting the tax burden to local businesses, apartment owners, and homeowners; and
- 3) are using what is known as a "Dark Store" strategy to argue that the assessed value of a new, thriving store should be based on comparing their buildings to vacant or abandoned stores from a different market segment; and

WHEREAS, legislation to close these tax loopholes has been drafted, introduced, and subject to public hearings by the Wisconsin Legislature; and this legislation has sufficient bipartisan support in both houses of the Wisconsin Legislature to pass with wide margins.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Franklin, Milwaukee County, Wisconsin, directs that the question of recommending the Wisconsin Legislature enact such legislation shall be submitted to the electors in an advisory referendum at the election to be held on November 6, 2018.

BE IT FURTHER RESOLVED that the question shall appear on the ballot as follows:

"Should the state legislature protect residential property taxpayers by preventing commercial and manufacturing property owners from using tax loopholes that shift an ever-increasing tax burden to homeowners by enacting legislation that: 1) prohibits using closed, vacant (dark) properties as comparable properties for determining the assessed value of open, occupied, and fully operational properties; and 2) overturns the 2008 Wisconsin Supreme Court decision in Walgreens v. City of Madison, which is being interpreted by the courts as requiring municipalities to assess many leased commercial properties at a substantial discount, often 50% below the actual sale prices of such properties?"

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of August, 2018, by

Passed and adopted by the Common Council of the City of Franklin this 21st day of August, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, Director of Clerk Services
AYES _____ NOES _____ ABSENT _____

Approval <i>Slw</i>	Council Action Sheet	MEETING DATE 08/21/2018
REPORTS & RECOMMENDATIONS	Update on a Business Appreciation Event Organized by the Franklin Economic Development Commission	ITEM NUMBER <i>6.11.</i>

Background

Prior Development Directors in the City of Franklin have organized and hosted annual business appreciation events. The last such event was successfully hosted by the Economic Development Commission in 2016. In recent meetings, the Economic Development Commission has expressed interest in again hosting such events and has organized an event planning committee.

Update

The Franklin Economic Development Commission will hold a business appreciation event on October 25, 2018 from 5 to 8 P.M. at Tuckaway Country Club. The intent of the event is to network with business leaders in the community and to showcase local businesses and recognize the many contributions of businesses to the community. There is \$5,000 in budget line item 01-0641-5734, Business/Volunteer Recognition.

COUNCIL ACTION REQUESTED

Motion to receive and file the update on business appreciation event organized by the Franklin Economic Development Commission.

Economic Development: CB

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/2018
REPORTS AND RECOMMENDATIONS	RESOLUTION FOR ACCEPTANCE OF STORM SEWER & WATER MAIN EASEMENTS FOR PARK CIRCLE CONDOS TAX KEY NUMBER 896-9990-001 OWNER CITY OF FRANKLIN	ITEM NUMBER <i>G.12.</i>

BACKGROUND

As part of the Neumann Companies, Inc. development of the "Park Circle Condos," also known as "The Glen at Park Circle," easements for storm sewer and water main are needed on this City owned parcel and the City will maintain the rights and access to the facilities. These easements provide for the rights of grantor (City of Franklin).

ANALYSIS

The attached easements include the land to accommodate the storm sewer, water main and all applicable appurtenances. The storm sewer and water main and all applicable appurtenances will be accepted after construction is complete and applicable inspection and testing indicate that the facilities are satisfactorily installed per applicable plans and specifications.

FISCAL NOTE

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2018 - _____, A resolution for acceptance of a storm sewer & water main easement for Park Circle Condos, aka The Glen at Park Circle, (Neumann Companies, Inc.) 9700 block of S. 76th Street.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 - _____

RESOLUTION FOR ACCEPTANCE OF A
STORM SEWER & WATER MAIN EASEMENT
FOR PARK CIRCLE CONDOS,
AKA THE GLEN AT PARK CIRCLE
(NEUMANN COMPANIES, INC.)
9700 BLOCK OF S. 76TH STREET

WHEREAS, easements are required to construct, maintain and operate a storm sewer and water main in the Park Circle Condos, aka The Glen at Park Circle; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept a permanent water main easement and perpetual, non-exclusive storm sewer easement, therefore the Mayor and City Clerk are hereby authorized and directed to execute the easement accepting it on behalf of the City.

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

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STORM SEWER EASEMENT

PARK CIRCLE CONDOS
Tax Key Number 896 9990 001

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and the CITY OF FRANKLIN, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor."

WITNESSETH

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

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

WHEREAS, the initial construction and installation of the Facilities shall be made by PARK CIRCLE, LLC at PARK CIRCLE LLC's expense as part of THE GLEN AT PARK CIRCLE development and the Facilities shall be the property of the City and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the Grantor, and the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of the Northeast 1/4 of Section Twenty-eight (28), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Facilities shall be maintained and kept in good order and condition by the City, at the sole cost and expense of the City. Responsibility for maintaining the ground cover and landscaping within the Easement Area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the

joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the Easement Area by the Grantor except that improvement such as walks, pavements for driveways and parking lot surfacing and landscaping may be constructed or placed with the Easement Area.
4. In connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.
5. No charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm sanitary sewer or manhole services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.

13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That Park Circle, LLC shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

ON THIS DATE OF: _____, 2018.

4

MORTGAGE HOLDER CONSENT

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

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

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

On this, the _____ day of _____ 2018, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public _____

State of _____

County of _____

My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Date: 8-2-2018

Gust Morron

City Engineer

Approved as to form only

Date: _____

City Attorney

Exhibit A

(Description of the Property)

Parcel 1 of Certified Survey Map No. 6114, recorded in the Register of Deeds Office for Milwaukee County on June 16, 1995 on Reel 3566, Images 754-757 as Document No. 7092949, being a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit B (Depiction of the Facilities)

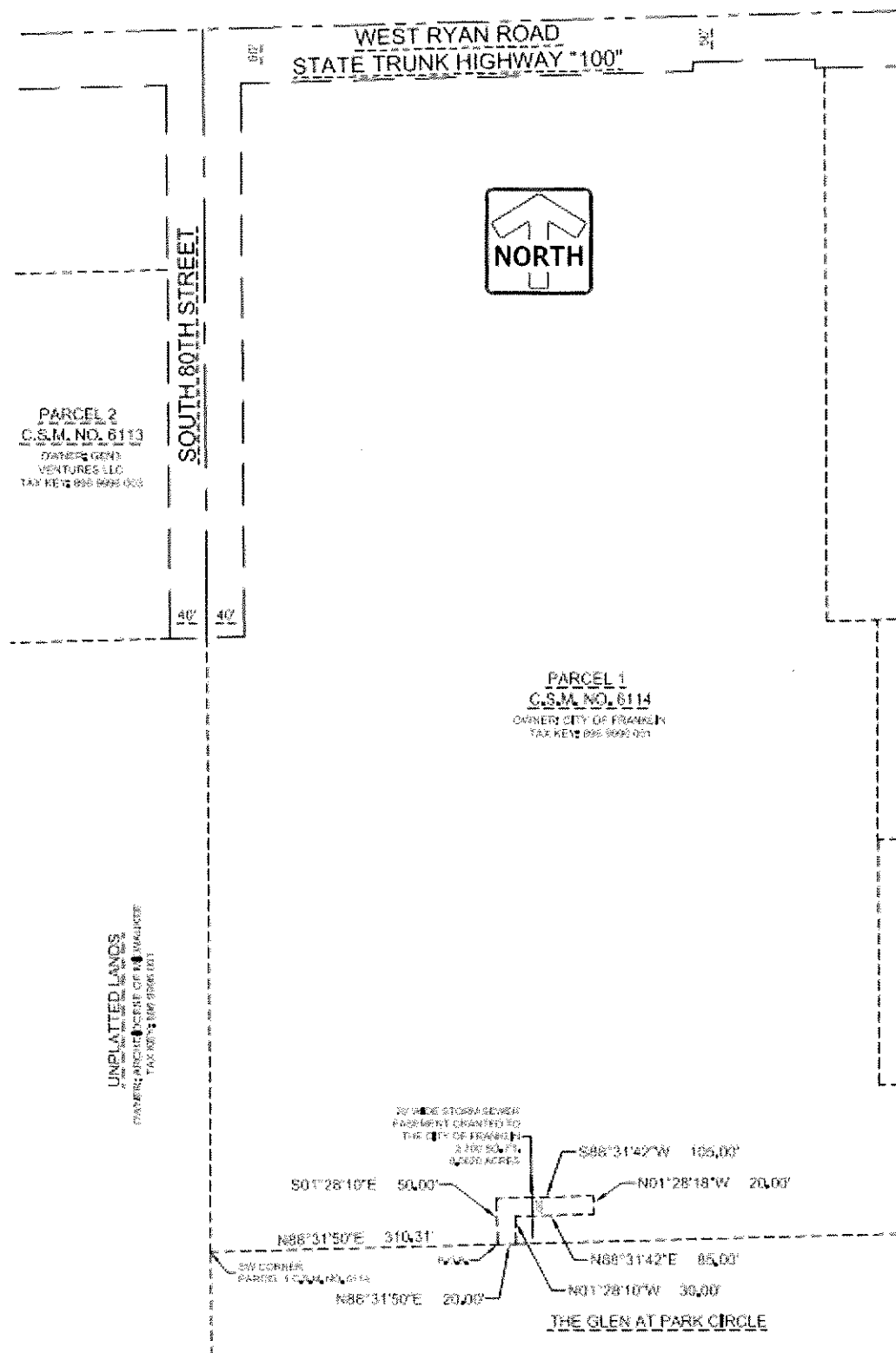


Exhibit C

(Description of Easement Area)

Storm Sewer Easement Area:

Being a part of Parcel 1 of Certified Survey Map No. 6114, recorded in the Register of Deeds Office for Milwaukee County on June 16, 1995 on Reel 3566, Images 754-757 as Document No. 7092949, being a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the southwest corner of said Parcel 1; thence North 88°31'50" East along the south line of said Parcel 1, 310.31 feet to the place of beginning of the land hereinafter to be described; thence continuing North 88°31'50" East along said south line 20.00 feet; thence North 01°28'10" West 30.00 feet; thence North 88°31'42" East 85.00 feet; thence North 01°28'18" West 20.00 feet; thence South 88°31'42" West 105.00 feet; thence South 01°28'10" East 50.00 feet to the place of beginning.

WATER MAIN EASEMENT

PARK CIRCLE CONDOS

TAX KEY NUMBER 89649990-001

THIS EASEMENT, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and the City of Franklin, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor".

WITNESSETH

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

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property; a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "B"; and

WHEREAS, the initial construction and installation of the Facilities shall be made by PARK CIRCLE, LLC at PARK CIRCLE LLC's expense as part of THE GLEN AT PARK CIRCLE development and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the Northeast Quarter (NE 1/4) of Section Twenty-eight (28), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

UPON CONDITION

1. That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors, and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in

connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses with under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."

3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage.
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "Rules and Regulations Governing Water Service" dated and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned, or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.50 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned, or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors, and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed

that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.

11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this _____ day of _____, 2018 before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to resolution file No. _____ adopted by its Common Council on _____, 201__.

Notary Public

My commission expires _____

MORTGAGE HOLDER CONSENT

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

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

a Wisconsin Banking Corporation

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN

SS

COUNTY OF MILWAUKEE

On this, the _____ day of _____, 201__, before me, the undersigned, personally appeared _____, the _____ of _____, a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public _____

State of _____

County of _____

My commission expires on: _____

This instrument was drafted by the City of Franklin.

Approved as to contents

Date: 8-2-2018

Approved as to form only

Date:



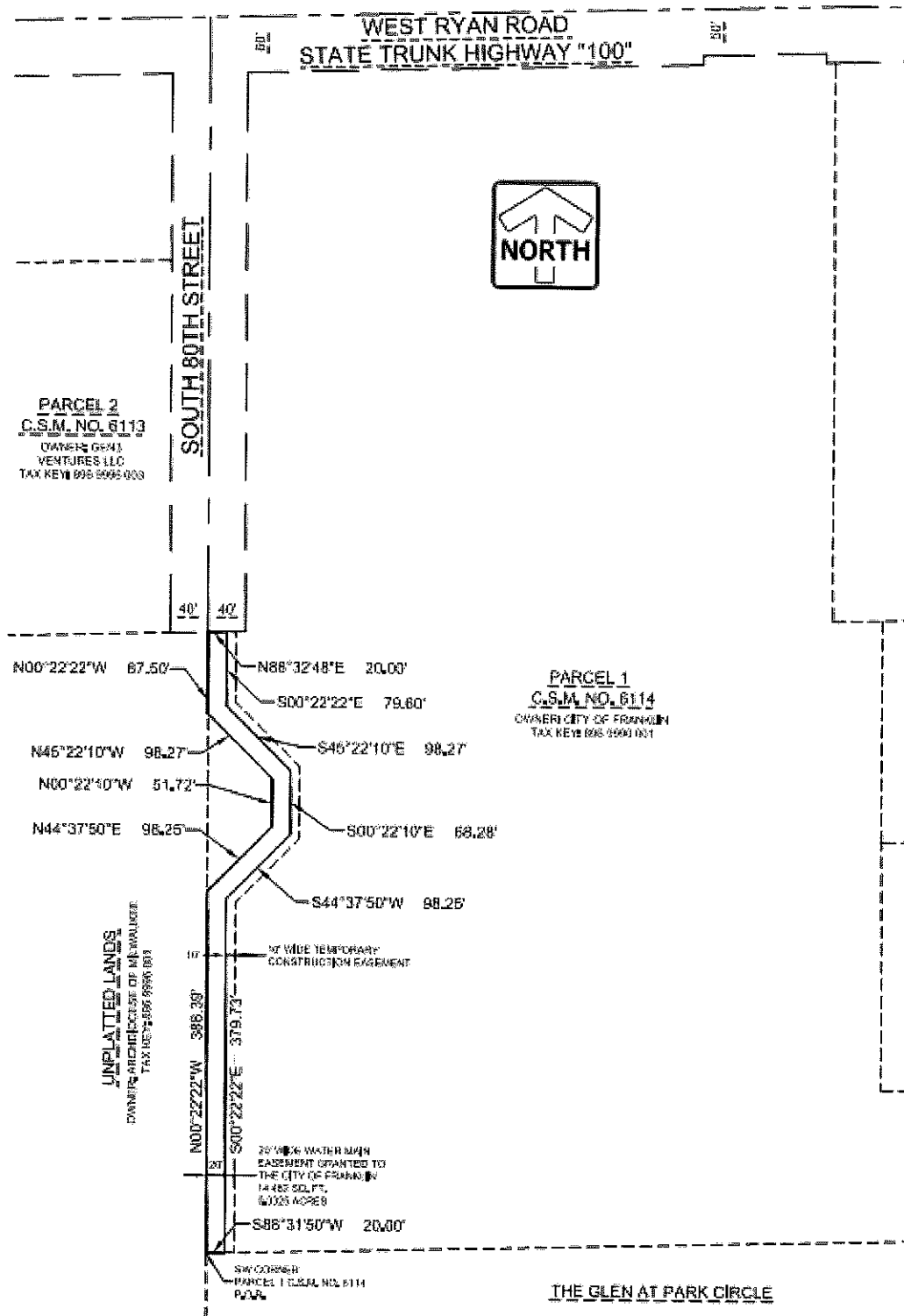
Manager of Water Works of Franklin

City Attorney

Exhibit A
(Description of the Property)

Parcel 1 of Certified Survey Map No. 6114, recorded in the Register of Deeds Office for Milwaukee County on June 16, 1995 on Reel 3566, Images 754-757 as Document No. 7092949, being a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin.

Exhibit B
(Depiction of the Facilities)



Prepared March 30, 2018. Pinnacle Engineering Group job #901.00-WI

Exhibit C
(Description of Easement Area)

Being a part of Parcel 1 of Certified Survey Map No. 6114, recorded in the Register of Deeds Office for Milwaukee County on June 16, 1995 on Reel 3566, Images 754-757 as Document No. 7092949, being a part of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Beginning at the southwest corner of said Parcel 1; thence North 00°22'22" West along the west line of said Parcel 1, 388.39 feet; thence North 44°37'50" East 98.25 feet; thence North 00°22'10" West 51.72 feet; thence North 45°22'10" West 98.27 feet to the west line of said Parcel 1; thence North 00°22'22" West along said west line 87.50 feet to the south right of way line of South 80th Street; thence North 88°32'48" East along said south right of way line, 20.00 feet; thence South 00°22'22" East 79.60 feet; thence South 45°22'10" East 98.27 feet; thence South 00°22'10" East 68.28 feet; thence South 44°37'50" West 98.25 feet; thence South 00°22'22" East 379.73 feet to the south line of said Parcel 1; thence South 88°31'50" West along said south line, 20.00 feet to the point of beginning.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/21/2018
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CITY OF WAUKESHA WATER UTILITY FOR THE S. 60TH STREET SEWER PROJECT	ITEM NUMBER <i>G.13</i>

BACKGROUND

At the June 5, 2018, Common Council meeting, Staff was directed to negotiate with City of Waukesha Great Lakes Water Alliance (GWA) and finalize professional services contract with Greeley & Hansen for design of Industrial Park Lift Station abandonment and sewer extension and return to Common Council for execution. The GWA is a project name for the City of Waukesha Water Utility's application to source water from Lake Michigan and return the same amount used via the Root River.

Staff has discussed a design project for the Industrial Park Lift Station abandonment and sewer extension, herein called the S. 60th Street Sewer Project, with Greeley & Hansen, also on this Common Council agenda, and the City of Waukesha Water Utility.

ANALYSIS

Greeley & Hansen noted that very preliminary estimates for a micro-tunneling based project would result in a project cost of approximately \$4.0 to \$4.5 million. Constructing an open-cut based project at this depth would typically be much more expensive, but combining the project with Waukesha's project would result in a project cost of about \$2.8 to \$3.3 million. These estimates will be refined as the project is fully developed by Greeley & Hansen.

The Waukesha Water Utility General Manager has indicated that they would be willing to cooperate with Franklin in development and construction of our respective projects. The enclosed agreement outlines the arrangement that would:

- allow Franklin to use Waukesha's field data in preparation of plans;
- incorporate Franklin's project in Waukesha's project plan set as a bidding alternate;
- Franklin's project will consist of the all activity related to the lift station abandonment and any pipe/trench below the Waukesha trench;
- Waukesha will include all pavement restoration, construction inspection, traffic control, etc in their bid items;
- Waukesha will bid and award the projects together under one contract; and
- Franklin will reimburse Waukesha for Franklin's work.

Waukesha is expected to consider this agreement at their September 20, 2018, meeting.

OPTIONS

- Enter intergovernmental agreement with Waukesha to incorporate the Industrial Park Lift Station abandonment into the GWA project.
- Refer back to Staff with further direction.

FISCAL NOTE

This agreement is estimated to save Franklin \$700,000 to \$1.7 million in 2021. Finance is studying ramifications for this future large expenditure.

COUNCIL ACTION REQUESTED

(OPTION A) Adopt resolution 2018-_____, a resolution to enter into an intergovernmental agreement with City of Waukesha Water Utility for the S. 60th Street Sewer Project- subject to legal and technical corrections and negotiation with Waukesha.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 - _____

RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT
WITH CITY OF WAUKESHA WATER UTILITY FOR THE
S. 60TH STREET SEWER PROJECT

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

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

WHEREAS, there is mutual benefit to incorporate the projects together and specifically a significant cost savings to the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that an intergovernmental agreement with the City of Waukesha Water Utility be executed such that:

1. FRANKLIN shall employ CONSULTANT to design FRANKLIN's project such that the FRANKLIN pipe utilizes the same trench as WAUKESHA's project, but at a lower vertical elevation and horizontally adjacent to the WAUKESHA pipe.
2. WAUKESHA shall allow FRANKLIN's consultant(s) to utilize Waukesha design information, including, but not limited to field survey, geotechnical work, and utility coordination.
3. The PARTIES shall require CONSULTANT to generate separate specifications for FRANKLIN's and WAUKESHA's work, such that the extent and costs of each PARTY's work can be separately determined.
4. WAUKESHA shall allow FRANKLIN to include all of the work associated with FRANKLIN's project, as specified by CONSULTANT and agreed to by Franklin, to be included within the public bidding for WAUKESHA's project as an alternate bid.
5. FRANKLIN's alternate bid items shall be anything associated with the abandonment of the existing lift station and also trench and pipe materials and installation for elevations below what is needed for the WAUKESHA project.
6. WAUKESHA shall include all items needed for its project outside of FRANKLIN's alternate bid items, including, but not limited to bedding and backfill surrounding the WAUKESHA pipe, all surface restoration, traffic control, contractor's mobilization, and construction inspection services.
7. WAUKESHA shall receive and review qualified bids, award and enter into a contract with the lowest qualified bidder ("CONTRACTOR"). Before awarding a contract, WAUKESHA shall consult with FRANKLIN and receive FRANKLIN's approval of the bid relating to FRANKLIN's work.

8. The contract with CONTRACTOR shall identify FRANKLIN as a third-party beneficiary of the contract with respect to FRANKLIN's separately-specified work, specifically including but not limited to the right to enforce all warranties of quality of workmanship and materials. WAUKESHA shall not have any responsibility for enforcing the contract with respect to FRANKLIN's separately-specified work, and each PARTY shall be responsible for enforcing the contract against CONTRACTOR with respect to their respective portions of the work.
9. Each PARTY shall be responsible for monitoring the CONTRACTOR's performance of the contract and construction of the PARTIES' respective portions of the work, and each PARTY releases the other from any liability for failure to monitor or supervise the other's portion of the work.
10. To the extent that damages or liabilities are covered by insurance during construction, each PARTY waives the right of subrogation for such damages or liabilities, and each PARTY shall obtain an endorsement to their liability insurance policies waiving the right of subrogation with respect to such damages and liabilities.
11. FRANKLIN hereby authorizes WAUKESHA and the selected CONTRACTOR, upon the award of contract as set forth herein, to perform the work necessary to complete the PROJECT within FRANKLIN's South 60th Street right-of-way (ROW) between West Ryan road (STH 100) and West Oakwood Road.
12. FRANKLIN shall inspect all work performed by CONTRACTOR promptly upon its completion, and shall notify WAUKESHA no later than 10 days after WAUKESHA's receipt of CONTRACTOR's invoice for such completed work of any failures of the work to comply with the terms of the contract. If FRANKLIN does not so notify WAUKESHA within that time period, or if FRANKLIN expressly gives its acceptance of the work, then FRANKLIN shall have accepted the work.
13. After FRANKLIN has accepted work, WAUKESHA shall pay CONTRACTOR's invoice for that work, and bill FRANKLIN for the amounts attributable to FRANKLIN's work as specified by the CONSULTANT. WAUKESHA shall not pay any CONTRACTOR invoice for work associated with FRANKLIN's portion of the contract until FRANKLIN has accepted that work.
14. FRANKLIN shall pay WAUKESHA's bills in full promptly, and no later than 45 days after the date of issue date of the bill. By accepting work, FRANKLIN agrees that it will reimburse WAUKESHA for payment for that portion of the work, and waives any defenses to payment of WAUKESHA's bill. By accepting work and paying WAUKESHA, FRANKLIN does not waive any causes of action or defenses with respect to the CONTRACTOR for breach of contract or breach of warranty..
15. No construction shall begin for any improvement to the PROJECT until this AGREEMENT is executed by the PARTIES. Acceptance of bids for the PROJECT shall be determined solely by WAUKESHA, pursuant to paragraph 7. above.
16. Upon completion of the PROJECT the PARTIES will continue to own and maintain their respective pipes within South 60th Street.
17. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality PARTY 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 PARTY 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.

18. If any provision of this AGREEMENT is contrary to any law, then the provision shall be deemed amended to comply with such law, and this AGREEMENT shall remain enforceable to the extent that it may.

19. This AGREEMENT shall be effective upon the last date of approval by the respective governing bodies of FRANKLIN and WAUKESHA.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CITY OF FRANKLIN AND CITY OF WAUKESHA, WATER UTILITY
INTERGOVERNMENTAL COOPERATION AGREEMENT
SOUTH 60TH STREET SEWER PROJECT – GREAT WATER ALLIANCE WATER RETURN PROJECT
ON SOUTH 60TH STREET BETWEEN WEST RYAN ROAD (STH 100) AND WEST OAKWOOD ROAD,
CITY OF FRANKLIN

Draft 7/13/18

THIS AGREEMENT is made and entered into, pursuant to Wis. Stat. § 66.0301 Intergovernmental Cooperation, by and between the City of Franklin ("FRANKLIN"), 9229 West Loomis Road, Franklin, Wisconsin 53132, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Wisconsin and the City of Waukesha, Water Utility ("WAUKESHA"), 115 Delafield Street, PO Box 1648, Waukesha, WI 53187, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Wisconsin (collectively, the "PARTIES"; individually, the "PARTY").

WHEREAS, FRANKLIN seeks to abandon the Industrial Park Sewage Lift Station located on the east side of South 60th Street midblock between West Franklin Drive and West Oakwood Drive by constructing a sewer line beneath South 60th Street to an interceptor sewer in West Ryan Road (STH 100); and

WHEREAS, WAUKESHA seeks to construct a return-water main beneath South 60th Street as part of the Great Water Alliance project to transport wastewater reuse from the Wastewater Treatment Facility located in Waukesha to the Root River located at South 60th Street and West Oakwood Drive located in Franklin; and

WHEREAS, both PARTIES seek to construct their respective projects circa the year 2021; and

WHEREAS, FRANKLIN has selected the same consultant hired by WAUKESHA, Greeley and Hansen, Inc. ("CONSULTANT"), to perform survey, geotechnical, engineering, and other design work; and

WHEREAS, in order to avoid multiple excavations and reconstructions of South 60th Street for the WAUKESHA and FRANKLIN separate projects, and to obtain cost savings for both PARTIES, WAUKESHA is amenable to allowing FRANKLIN's project to be incorporated within WAUKESHA's project at incremental cost to FRANKLIN; and

WHEREAS, the purpose of this AGREEMENT is to set forth the understanding of the PARTIES.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the PARTIES, as follows:

1. FRANKLIN shall employ CONSULTANT to design FRANKLIN's project such that the FRANKLIN pipe utilizes the same trench as WAUKESHA's project, but at a lower vertical elevation and horizontally adjacent to the WAUKESHA pipe.
2. WAUKESHA shall allow FRANKLIN's consultant(s) to utilize Waukesha design information, including, but not limited to field survey, geotechnical work, and utility coordination.
3. The PARTIES shall require CONSULTANT to generate separate specifications for FRANKLIN's and WAUKESHA's work, such that the extent and costs of each PARTY's work can be separately determined.
4. WAUKESHA shall allow FRANKLIN to include all of the work associated with FRANKLIN's project, as specified by CONSULTANT and agreed to by Franklin, to be included within the public bidding for WAUKESHA's project as an alternate bid.
5. FRANKLIN's alternate bid items shall be anything associated with the abandonment of the existing lift station and also trench and pipe materials and installation for elevations below what is needed for the WAUKESHA project.

6. WAUKESHA shall include all items needed for its project outside of FRANKLIN's alternate bid items, including, but not limited to bedding and backfill surrounding the WAUKESHA pipe, all surface restoration, traffic control, contractor's mobilization, and construction inspection services.
7. WAUKESHA shall receive and review qualified bids, award and enter into a contract with the lowest qualified bidder ("CONTRACTOR"). Before awarding a contract, WAUKESHA shall consult with FRANKLIN and receive FRANKLIN's approval of the bid relating to FRANKLIN's work.
8. The contract with CONTRACTOR shall identify FRANKLIN as a third-party beneficiary of the contract with respect to FRANKLIN's separately-specified work, specifically including but not limited to the right to enforce all warranties of quality of workmanship and materials. WAUKESHA shall not have any responsibility for enforcing the contract with respect to FRANKLIN's separately-specified work, and each PARTY shall be responsible for enforcing the contract against CONTRACTOR with respect to their respective portions of the work.
9. Each PARTY shall be responsible for monitoring the CONTRACTOR's performance of the contract and construction of the PARTIES' respective portions of the work, and each PARTY releases the other from any liability for failure to monitor or supervise the other's portion of the work.
10. To the extent that damages or liabilities are covered by insurance during construction, each PARTY waives the right of subrogation for such damages or liabilities, and each PARTY shall obtain an endorsement to their liability insurance policies waiving the right of subrogation with respect to such damages and liabilities.
11. FRANKLIN hereby authorizes WAUKESHA and the selected CONTRACTOR, upon the award of contract as set forth herein, to perform the work necessary to complete the PROJECT within FRANKLIN's South 60th Street right-of-way (ROW) between West Ryan road (STH 100) and West Oakwood Road.
12. FRANKLIN shall inspect all work performed by CONTRACTOR promptly upon its completion, and shall notify WAUKESHA no later than 10 days after WAUKESHA's receipt of CONTRACTOR's invoice for such completed work of any failures of the work to comply with the terms of the contract. If FRANKLIN does not so notify WAUKESHA within that time period, or if FRANKLIN expressly gives its acceptance of the work, then FRANKLIN shall have accepted the work.
13. After FRANKLIN has accepted work, WAUKESHA shall pay CONTRACTOR's invoice for that work, and bill FRANKLIN for the amounts attributable to FRANKLIN's work as specified by the CONSULTANT. WAUKESHA shall not pay any CONTRACTOR invoice for work associated with FRANKLIN's portion of the contract until FRANKLIN has accepted that work.
14. FRANKLIN shall pay WAUKESHA's bills in full promptly, and no later than 45 days after the date of issue date of the bill. By accepting work, FRANKLIN agrees that it will reimburse WAUKESHA for payment for that portion of the work, and waives any defenses to payment of WAUKESHA's bill. By accepting work and paying WAUKESHA, FRANKLIN does not waive any causes of action or defenses with respect to the CONTRACTOR for breach of contract or breach of warranty..
15. No construction shall begin for any improvement to the PROJECT until this AGREEMENT is executed by the PARTIES. Acceptance of bids for the PROJECT shall be determined solely by WAUKESHA, pursuant to paragraph 7. above.
16. Upon completion of the PROJECT the PARTIES will continue to own and maintain their respective pipes within South 60th Street.
17. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality PARTY 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 PARTY 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.

18. If any provision of this AGREEMENT is contrary to any law, then the provision shall be deemed amended to comply with such law, and this AGREEMENT shall remain enforceable to the extent that it may.
19. This AGREEMENT shall be effective upon the last date of approval by the respective governing bodies of FRANKLIN and WAUKESHA.

The above stated conditions and terms are accepted and agreed to by the PARTIES and the PARTIES have set their hands and seals as follows:

CITY OF FRANKLIN

Stephen R. Olson, Mayor

Approved as to form:

Sandra L. Wesolowski, City Clerk

To certify available funds for payment:

Jesse A. Wesolowski, City Attorney

Paul Rotzenberg, Director of Finance and Treasurer

CITY OF WAUKESHA, WATER UTILITY

Shawn N. Reilly, Mayor

Gina L. Kozlik, City Clerk-Treasurer

Daniel S. Duchniak, General Manager, Water Utility

Joseph J. Piatt, President, Water Utility Commission

G.J. Zinda, Secretary, Water Utility Commission

Approved as to form:

Brian E. Running, City Attorney

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/21/2018
REPORTS AND RECOMMENDATIONS	RESOLUTION TO EXECUTE CONTRACT WITH GREELEY AND HANSEN FOR THE DESIGN OF INDUSTRIAL PARK LIFT STATION ABANDONMENT AND SEWER EXTENSION AND AUTHORIZE PHASE 1 OF SERVICES FOR \$4,425	ITEM NUMBER <i>G.14.</i>

BACKGROUND

At the June 5, 2018, Common Council meeting, staff was directed to negotiate with City of Waukesha Great Lakes Water Alliance (GWA) and finalize professional services contract with Greeley & Hansen for design of Industrial Park Lift Station abandonment and sewer extension, and return to Common Council for execution.

An Intergovernmental Cooperation Agreement with City Of Waukesha, Water Utility has been negotiated with staff and is under consideration by both entities. Franklin is considering this at the August 21, 2018, meeting and Waukesha is considering this at the September 20, 2018, meeting.

ANALYSIS

Exhibits A and B of the proposed Greeley & Hansen contract is enclosed and is in accord with the City Of Franklin and City Of Waukesha, Water Utility Intergovernmental Cooperation Agreement. Greeley and Hansen's management is reviewing the City's standard boilerplate language.

The scope of services was increased from the previously proposed scope to include Phase 1 that will include an evaluation to financially compare the option of installing a gravity sewer verses an alternative option to refurbish / upgrade the existing lift station. Any additional work would need to be authorized by the City after the comparison is considered. Since Waukesha has not signed the agreement, it is recommended that a notice to proceed for Phase 2 be set at a later date after the Phase 2 study has been reviewed.

The total fee for Greeley and Hansen's services is \$117,500. However only \$100,000 was budgeted for this project in 2018. Since the project will continue until 2021, it is proposed that not all tasks be authorized in 2018. The balance of the project may be authorized in 2019. A payment schedule to accommodate the funding constraint is shown on page A-3 and reflects up to \$99,935 in 2018 with the remainder in following year(s). The initial Phase 1 would be 15% of Task 1 and 100% of Task 2 = \$4,425.

OPTIONS

- A. Authorize Phase 1 of Greeley and Hansen's contract for the design of Industrial Park Lift Station abandonment and sewer extension. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

The 2018 Sewer Improvement Fund includes a \$100,000 appropriation for design of this project. Additional efforts will be in the 2019 budget requests. Finance is studying impacts of the project construction costs.

COUNCIL ACTION REQUESTED

(OPTION A) Resolution 2018-_____, A resolution to execute a contract with Greeley and Hansen for the design of Industrial Park Lift Station Abandonment and Sewer Extension and authorize Phase 1 of services for \$4,425- pending legal review and technical revisions.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 - _____

RESOLUTION TO EXECUTE CONTRACT WITH GREELEY AND HANSEN FOR THE
DESIGN OF INDUSTRIAL PARK LIFT STATION ABANDONMENT AND SEWER
EXTENSION, AND AUTHORIZE PHASE 1 OF SERVICES FOR \$4,425

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

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

WHEREAS, the City of Franklin and the City of Waukesha Water Utility are negotiating an agreement to share resources to complete the separate project as one project; and

WHEREAS Greeley and Hansen is a qualified engineering consultant for both projects and is the prime consultant for the City of Waukesha Water Utility project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that a professional engineering contract be executed for the completion of the design of industrial park lift station abandonment and sewer extension and furthermore that Greeley and Hansen be authorized a notice to proceed for Phase 1 services for a not to exceed amount of \$4,425.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CONTRACT EXHIBIT A – SCOPE OF SERVICES

BACKGROUND

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

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

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

SCOPE OF SERVICES

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

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

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

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

CITY OF FRANKLIN

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

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

TASK 1 – PROJECT MANAGEMENT

1.1 Kickoff Meeting

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

Deliverable:

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

1.2 Invoicing

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

CITY OF FRANKLIN

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

Deliverable:

1. Monthly Invoice
2. Monthly Progress Report

1.3 Project Tracking

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

1.4 QA/QC

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

TASK 2 – CONCEPTUAL COST EVALUATION

2.1 Options

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

Option 1: New Gravity Sewer

Option 2: Refurbish and Upgrade Existing Lift Station

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

2.2 Lift Station Upgrades

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

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

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

2.3 Cost Evaluation and Review Meeting

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

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

Deliverable:

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

TASK 3 – PRELIMINARY DESIGN (30% DESIGN)

3.1 Data Collection

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

The following Data Collection items are discussed in Task 5:

- Survey Data
- Geotechnical Investigations
- Environmental Assessment

3.2 Geotechnical Investigations

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

Deliverable:

1. Depth of Auger Refusal

3.3 Preliminary Design

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

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

Deliverable:

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

3.4 Opinion of Probable Construction Cost (OPCC)

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

Deliverable:

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

3.5 Permits

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

- Erosion and Sediment Control
- WDNR Construction Permit

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

Deliverable:

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

3.6 Preliminary Design Review Meeting

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

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

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

Deliverable:

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

TASK 4 – 90% AND FINAL DESIGN

4.1 90% Design

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

Deliverable:

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

4.2 Opinion of Probable Construction Cost (OPCC)

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

Deliverable:

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

4.3 90% Design Review Meeting

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

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

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

Deliverable:

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

4.4 Final Design

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

Deliverable:

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

TASK 5 – GWA COORDINATION

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

5.1 Design Coordination

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

5.2 Construction Schedule

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



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5.3 Topographic and Utility Survey

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

5.4 Existing Geotechnical Investigations

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

5.5 Environmental Assessment

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

TASK 6 – BIDDING SERVICES

6.1 Bidding Services

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

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

Deliverable:

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

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CONTRACT EXHIBIT B – FEE AND SCHEDULE

FEE

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

SCHEDULE

The following schedule was developed assuming two notices to proceed.

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

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 21, 2018
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute a Right of Entry Agreement Between Waste Management of Wisconsin, Inc. and City of Franklin, for the Property Located at 10627 South 27th Street and 3001 West Elm Road	ITEM NUMBER <i>G. 15.</i>

The above is necessary in the process of City staff and consultants in the work upon the development of the Franklin Corporate Park.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Right of Entry Agreement Between Waste Management of Wisconsin, Inc. and City of Franklin, for the Property Located at 10627 South 27th Street and 3001 West Elm Road.

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement is made and entered into as of this ____ day of August, 2018, by and between the City of Franklin ("Grantee") and Waste Management of Wisconsin, Inc., Owner of the properties commonly known as 10627 South 27th Street and 3001 West Elm Road, Franklin, Wisconsin ("Grantor").

RECITALS

WHEREAS, Grantor is the owner of the properties, commonly known as 10627 South 27th Street and 3001 West Elm Road, Franklin, Wisconsin consisting of approximately 10 acres and identified by Tax Key numbers 951-9996-002, 951-9999-001 and 978-9996-006 (the "Property");

WHEREAS, the City of Franklin, a Wisconsin municipal entity, has proposed the creation of a planned business park which includes the Property;

WHEREAS, Grantee is seeking permission from the Grantor the right to inspect the Property for the purposes of obtaining information associated with planning Phase 1 of a proposed business park;

NOW, THEREFORE, in consideration of the covenants terms and conditions set forth herein the parties hereto agree and covenant as follows:

GRANT OF ENTRY: Grantor hereby grants to Grantee, its agents, consultants, and representatives of the University of Wisconsin-Milwaukee ("UWM") and the Southeastern Wisconsin Regional Planning Commission ("SEWRPC") permission to enter upon the Property for the purposes of identifying the: location, extent and type of any protected natural resource features; complete topographic and field surveys; and gather other information necessary for the design phase of the project. The authority granted herein shall be subject to the following terms and conditions, but in no event will include any subsurface investigation:

1. Grantor shall allow access to the Property by the Grantee and specified personnel of its contractor(s), agent(s) and UWM and SEWRPC representatives on a date(s) and time(s) and for a duration to be mutually agreed for the purpose of aforesaid. The date and time of any inspection shall be mutually agreed upon by the Grantor and Grantee's.

2. Grantee shall secure in its own name, and at its own cost all necessary permits and authorizations in order to undertake the above-mentioned activities and inspection. Grantee and its contractors and subcontractors shall ensure its activities do not interfere with business operations on the Property.

3. Immediately upon completion of the access provided for herein, Grantee and its contractor shall restore the Property to the condition existing prior to the entry. Grantee and its contractor shall be solely responsible for the proper removal from the Property of any and all equipment and any materials generated or produced.

4. Grantee, with the exception of UWM and SEWRPC, shall require any contractor or subcontractor entering onto the Whole Property pursuant hereto to procure and maintain, at its sole cost and expense, a policy or policies of insurance as follows: Worker's Compensation at statutory coverages; Comprehensive Form (including independent contractor, contractual and automobile liability) with coverage of at least \$1,000,000.00 per event and combined limit; insurance providing for damage to the Whole Property caused by the contractor or subcontractor with coverage of at least \$1,000,000.00 per event and combined limit. The contractor or subcontractor shall provide Grantee's and Grantor's attorney certificates of insurance indicating the above coverages have been obtained and endorsements naming Grantee and Grantor as additional insureds.

5. Grantee shall defend, indemnify, and hold harmless Grantor (and their successors, assigns, contractors and consultants) from and against any and all claims, actions, causes of action, suits, demands, damages, losses, or liability whatsoever, including but not limited to reasonable attorneys' fees and related costs of litigation ("Claims") arising out of a material breach of any term of this Right of Entry by Grantee and for injury to persons or damage to personal property or equipment, or to the Property which is not restored according to Paragraph 3, arising out of any act or omission by Grantee, its employees, agents, contractors, or subcontractors pursuant to this Right of Entry or any and all claims arising out of the inspection of the Whole Property.

6. Grantee shall be solely responsible for the cost of its inspection conducted by its contractors and subcontractors. Grantee shall keep the Property free and clear from any and all liens and encumbrances arising out of any work performed, materials furnished or obligations incurred by or for the Grantee.

7. The Grantor and Grantee agree that the inspection results including any surveys, memorandum and written results shall be supplied to Grantor by Grantee.

8. In the event any person shall seek to obtain such information from Grantee, its employees, agents, contractors and subcontractors, whether by way of a Freedom of Information Act request or an administrative or judicial demand or order, Grantee shall immediately provide written notice to Grantor.

9. Grantee shall provide a copy of the Right of Entry Agreement to every person who will have access to the Property pursuant hereto, and all such persons shall by receipt of this Right of Entry Agreement and entry upon the Property, have consented to comply with the terms hereof.

10. This Agreement may be executed in counterparts and via facsimile, pdf or other electronic signature method which when fully executed shall constitute originals.

NOTICES shall be sent to the Grantor and Grantee at the following addresses:

GRANTEE:

With a Copy to:

The City of Franklin Wisconsin
9229 Loomis Road

Franklin, WI 53132

Jesse A. Wesolowski
Wesolowski, Reidenbach
& Sajdak, S.C.
11402 West Church Street
Franklin, Wisconsin 53132
Phone: (414) 529-8900
Facsimile: (414) 529-2121
Email: JWesLaw@aol.com

GRANTOR:

Waste Management of Wisconsin, Inc.
W132 N10487 Grant Drive
Germantown, WI 53022

With a Copy to Grantor's Counsel:

Mr. Mark O'Toole
Foran, O'Toole & Burke LLC
321 N. Clark Street, Suite 2450
Chicago IL 60654

Notice may be sent by email, hand delivery, or by overnight delivery. Notice is deemed to be given on the date of receipt.

IN WITNESS WHEREOF, the parties have executed this Right of Entry Agreement as of the date written below.

Dated this ____ day of August, 2018.

GRANTOR:

Waste Management of Wisconsin, Inc

By: _____

It's _____

GRANTEE:

The City of Franklin

By: _____
Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2018-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A RIGHT OF
ENTRY AGREEMENT BETWEEN WASTE MANAGEMENT OF WISCONSIN, INC.
AND CITY OF FRANKLIN, FOR THE PROPERTY LOCATED AT 10627 SOUTH
27TH STREET AND 3001 WEST ELM ROAD

WHEREAS, City staff and consultants are working upon the development of the Franklin Corporate Park, which requires entry upon private properties to survey the same with regard to the development's public services and development related needs; and

WHEREAS, with regard to the property within the planned development at 10627 South 27th Street and 3001 West Elm Road, the owner thereof, Waste Management of Wisconsin, Inc., requires a right of entry agreement for its properties for such purposes.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Right of Entry Agreement Between Waste Management of Wisconsin, Inc. and City of Franklin, in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/18
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.

See attached listing from meeting of August 21, 2018.

COUNCIL ACTION REQUESTED

414-425-7500

**License Committee
Agenda*
Aldermen's Room
August 21, 2018 – 6:00 pm**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator	Daniel P Kesich 4200 S Vermont Ct, #2 St Francis, WI 53235 Walgreens #15020			
Operator	David A Kunze 8740 W Elm Ct Franklin, WI 53132 Knights of Columbus			
Operator	Beverly A Marek 8730 W Hawthorne Ct Franklin, WI 53132 Country Lanes			
Operator	Amy M Pluskota 3578 S 14 th St Upper Milwaukee, WI 53221 Swiss Street Pub & Grill			
Operator	Julie A Wiltzius 4889 S 72 nd St Greenfield, WI 53220 Rawson Pub			
Extraordinary Entertainment & Special Event	Mulligan's Irish Pub & Grill – Car Show & Halfway to St. Patrick's Day Party Person in Charge: Brian Francis Location: 8933 S 27 th Street Date of Event: 9/15/2018			
Extraordinary Entertainment & Special Event	Knights of Columbus Trinity #4580 – Arts & Crafts Fair Person in Charge: David Kunze Location: 7335 S Hwy 100 Date of Event: 9/2/2018			
Temporary Class B Beer	Knights of Columbus Trinity #4580 – Arts & Crafts Fair Person in Charge: David Kunze Location: 7335 S Hwy 100 Date of Event: 9/2/2018			
Temporary Class B Beer & Wine	Franklin Public Library Foundation – Meet & Mingle with John Gurda Person in Charge: Jennifer Loeffel Location: Franklin Public Library Date of Event: 9/20/2018			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Public Library Foundation –Meet & Mingle with John Gurda Fee Waiver: Temporary Class B License Date of the Event(s): 9/20/2018 Location: Franklin Public Library			

Temporary Entertainment & Amusement	American Legion Willey Herda Post 192 – Raffle Game Person in Charge: Gretchen Davies Location: St Martins Fair Date of Event: 9/2/2018			
3.	Adjournment			
		Time		

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

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APPROVAL <i>fol</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/21/18
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated August 3, 2018 through August 16, 2018 Nos. 169851 through Nos. 170045 in the amount of \$ 2,669,704.74. Included in this listing are EFT's Nos. 3829 through Nos. 3836, Library vouchers totaling \$ 8,104.32 and Water Utility vouchers totaling \$ 793,745.36. Voided checks in the amount of (\$ 146.52) are separately listed.

Vouchers approved at the Council meeting dated August 7, 2018 that are included in this distribution.

City of Oak Creek Water & Sewer	\$768,581.39
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Early release disbursements dated August 3, 2018 through August 15, 2018 in the amount of \$ 1,189,611.62 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated August 17, 2018 is \$ 386,830.85 previously estimated at \$ 394,000.00. Payroll deductions dated August 17, 2018 are \$ 223,775.08 previously estimated at \$ 361,000.00.

The estimated payroll for August 31, 2018 is \$ 400,000.00 with estimated deductions and matching payments of \$ 402,000.00.

Attached is a list of property tax payments and settlements Nos. 17883 and EFT Nos. 217 through Nos. 220 dated August 3, 2018 through August 16, 2018 in the amount of \$ 3,315,140.83. \$ 3,313,355.02 of this represents settlements and \$ 1,785.81 of this represents payments. An additional \$ 6,206,703.72 was transferred from the Tax Investment account directly to the other taxing authorities. These payments have been released as authorized under Resolution 2013-6920. Voided checks in the amount of \$ (74.14) are separately listed.

Approval to release payment to Ewald Automotive Group in the amount of \$41,501.00 for the purchase of a 2018 Ford F550 for the DPW. This voucher was not included in the distribution listing.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of August 16, 2018 in the amount of \$ 2,669,704.74 and
- Payroll dated August 17, 2018 in the amount of \$ 386,830.85 and payments of the various payroll deductions in the amount of \$ 223,775.08 plus City matching payments and
- Estimated payroll dated August 31, 2018 in the amount of \$ 400,000.00 and payments of the various payroll deductions in the amount of \$ 402,000.00, plus City matching payments and
- Property Tax payments and settlements with an ending date of August 16, 2018 in the amount of \$ 3,315,140.83 and
- The release of payment to Ewald Automotive Group in the amount of \$41,501.00.

ROLL CALL VOTE NEEDED