

CITY OF FRANKLIN  
COMMON COUNCIL MEETING\*  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*\*  
TUESDAY, DECEMBER 4, 2018 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
  - 1. Citizen Comment Period.
  - 2. Mayoral Announcements-Resignation Letter from Vance Werner, Jr. from the Architectural Review Board.
- C. Approval of Minutes:
  - 1. Regular Common Council Meeting of November 13, 2018.
  - 2. Special Common Council Meeting of November 19, 2018.
  - 3. Special Common Council Meeting of November 28, 2018.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Consent Agenda:
    - (a) Donation from Walmart Store #1551 to the Police Department in the Amount of \$1,500 and a Donation from Daniel and Sandra Hay in the Amount of \$3,000 to be Deposited into the Police Donation Account.
    - (b) Donation from Daniel and Sandra Hay to the Fire Department in the Amount of \$3,000 to be Put Towards Educational Supplies and Safety Equipment.
  - 2. Quarry Monitoring Committee Recommendation to the Common Council to Review and Address Citizen Complaints and Concerns Related to Quarry Blasting – Alderman Barber and Alderwoman Wilhelm.
  - 3. Request to Add One Detective Position in the Police Department by Reducing Patrol Officer Staffing by One.
  - 4. A Resolution Authorizing Certain Officials to Execute a Suburban Mutual Assistance Response Teams Agreement to Provide for Governmental Law Enforcement Agencies' Mutual Aid Among Southeastern Wisconsin Counties, Cities, Villages and Towns.
  - 5. Request to Adopt Phase 1 Design (Scoping Phase) and Recommendations for Functional Minimal Alternative for Phase 2 of S. 68th Street from W. Loomis Road to W. Puetz Road.
  - 6. A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2019, with JSA Environmental, Inc.

7. Special Use Amendment to Amend Resolution No. 97-4563 Imposing Conditions and Restrictions for the Approval of a Special Use for Hoppe Woodworks, Inc. Located at 2791 West Southland Drive to Allow for Construction of an Approximately 1,100 Square Foot Detached Storage Building/Garage and Removal of Approximately 300 Square Feet of the Existing Asphalt Parking Lot Which will be Replaced with Greenspace (John L. Hoppe, President of Hoppe Woodworks, Inc., Applicant).
8. A Resolution Authorizing Certain Officials to Execute a Subdivision Development Agreement with the Developer of Ryanwood Manor Subdivision Phase I.
9. Authorize Staff to Contract Ehlers, Inc. for Up to \$17,000 to Conduct Additional Pro Forma Review and Financial Analysis of Potential Changes to Tax Increment District No. 5 a District Associated with the Ballpark Commons Development.
10. Request to Approve (for Use in Attracting Developers and Businesses to the Future Franklin Corporate Park) the Formal Communication of Intent to Create Tax Increment District No. 4 Overlay in the Area Bounded by S. Oakwood Road, S. 27<sup>th</sup> Street, and W. South County Line Road.
11. Request to Send Letter to Avian at Tuckaway Condominiums Regarding Uncontrolled Intersections on Private Roads.
12. Request to Bid Construction Project for Light Emitting Diodes (LED) Street Lights.
13. A Resolution to Enter Into an Intergovernmental Agreement with Milwaukee Metropolitan Sewerage District to Recognize Joint Total Maximum Daily Loads Implementation Initiatives.
14. City of Franklin Audit Agreement Between Baker Tilly LLP and the City of Franklin for Audit of the 2018 Annual Financial Statements.
15. A Resolution to Amend Professional Services Contract With Greeley and Hansen for the Design of Industrial Park Lift Station Abandonment and Sewer Extension for an Additional \$95,510.
16. Purchase of Microsoft Office 2019 Licenses.
17. Proposal from Heartland Business Systems for Design Services for the Common Council Chambers Sound System and Projector.
18. Extension of the Memorandum of Understanding with the City of Greenfield to Serve as Interim Health Officer for the City of Franklin.
19. Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil and Site Evaluation.
20. 2019 Property and Casualty Insurance Coverage.
21. 2019 Stop Loss Insurance Policy.
22. Preliminary Wage Adjustment for Non-Represented Employees who Join WRS Effective 1/1/2019 and Would Suffer a Commensurate Reduction in Take-Home Pay.
23. Establish the Timeline for the Employer Contribution to Health Savings Accounts (HSA) for Employees Participating in the High-Deductible Health Plan in 2019.
24. Application of the Retiree Health Benefit with Multiple Health Plans.
25. Proposed Pension Plan Modifications to the City of Franklin Defined Contribution Retirement Plan and the City of Franklin Defined Benefit Retirement Plan Scheduled for Approval December 18, 2018.

26. Reallocation of Remaining Funds for 2018 Windows 10 and Office License Upgrade Project to Purchase 6 Additional Computer Replacements for the Police Department Detectives.
27. Menard, Inc. v. City of Franklin, Milwaukee County Circuit Court, Case Nos. 16-CV-8734 and 17-CV-12923 (Consolidated) and Case No. 18-CV-008640: Claims of Excessive Property Assessment for 2016, 2017 and 2018. The Common Council May Enter Closed Session Pursuant to Wis. Stat. §19.85(1)(g), to Confer with Legal Counsel for the Common Council who is Rendering Advice Concerning Strategy to be Adopted by the Body with Respect to the Subject Litigations, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of December 4, 2018.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

\*\*Supporting documentation and details of these agenda items are available at City Hall during normal business hours.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

December 6	Plan Commission Meeting	7:00 p.m.
December 18	Common Council Meeting	6:30 p.m.
December 24 & 25	City Hall Closed	
December 31 & January 1	City Hall Closed	
January 8	Common Council Meeting	6:30 p.m.
January 10	Plan Commission Meeting	7:00 p.m.
January 22	Common Council Meeting	6:30 p.m.
January 24	Plan Commission Meeting	7:00 p.m.

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B.2.

## Vance E. Werner, Jr.

7535 S. Kensington Way  
Franklin, WI 53132  
(414) 427-9566

RECEIVED  
CITY OF FRANKLIN  
2018 NOV 16 PM 3:13

15 November 2018

Hon. Steven Olson, Mayor  
City of Franklin  
9229 W. Loomis Road  
Franklin, WI 53132

Dear Mayor Olson,

As a lifelong resident of Franklin, I have always been proud to call this City my home. Starting in kindergarten at Pleasant View, Forest Park and Franklin High School, I received an excellent education from our public schools. Upon my graduation from University of Wisconsin – LaCrosse, I returned to Franklin to begin my homebuilding business, which I called Franklin Homes. Even though that enterprise is no more, I continue to be a happy resident of Franklin.

I've always believed that part of an individual's civic duty is to vote, be engaged and to volunteer in your community. I have had the good fortune to do all three. Although Sandi Wesolowski and I were not able to pinpoint the exact date, we are both confident that I was first appointed to the Architectural Review Board sometime in the mid 1990's. My personal recollection is that it was in 1995 or 1996, but whatever the year, my service has lasted for more than 2 decades.

Over those 20+ years I have seen many changes in the City - from a sleepy bedroom community to one with a thriving business park, commercial development and high-quality housing. Throughout my building career, I built more than 100 homes in Franklin alone. As a member of the Board, I was there for all the struggles and successes that go along with those changes. I hope I have made a positive impact along the way. While I have enjoyed a rare perspective to see our City grow and mature, I feel that it is now time for me to move on and give another citizen the opportunity to serve.

As part of my job at We Energies, I facilitate training to our field crews all over the state. I have been informed that my travel is expected to increase quite a bit in 2019. This could mean I would have to miss meetings that I would otherwise attend. Another part of my decision to leave at this time is due to the stability and participation on the Board. I mentioned "struggles" previously and one of them was having a full Board and at some meetings, a quorum. The current Board members attend regularly and are engaged in the process. I also wanted to be sure that the transition from Fred & John's retirements to the new Building Inspectors was completed prior to leaving. They work very well with the Board.

I announced this decision to the Board at our November 1<sup>st</sup> meeting and have set the date of December 20, 2018 as my last regular meeting. Please accept this letter and notification as intended – as that of someone with a grateful heart to have served his community for many years.

Sincerely,

A handwritten signature in blue ink, appearing to read "Vance E. Werner, Jr.", written in a cursive style.

Vance E. Werner, Jr.  
Vice Chair, Architectural Review Board

Cc Scott Satula, Building Inspector

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
NOVEMBER 13, 2018  
MINUTES

- |                                   |      |   |
|-----------------------------------|------|---|
| ROLL CALL                         | A.   | The regular meeting of the Common Council was held on November 13, 2018 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.   |
| CITIZEN COMMENT                   | B.1. | Citizen comment period was opened at 6:31 p.m. and closed at 6:41 p.m.  |
| MINUTES<br>NOVEMBER 5, 2018       | C.   | Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of November 5, 2018 as corrected at Item G.9. and presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried.  |
| PUBLIC HEARING<br>2019 BUDGETS    | D.   | Following a presentation by Director of Administration Luberd, Mayor Olson called the public hearing to order at 6:59 p.m. on the 2019 Proposed Budget. The public hearing was closed at 6:59 p.m. (See Item G.1.)  |
| WISCONSIN<br>RETIREMENT SYSTEM    | G.7. | Alderman Taylor moved to table a Resolution of Inclusion Under the Wisconsin Retirement System ("WRS") until following Item G.8. Seconded by Alderman Mayer. All voted Aye; motion carried.   |
| CLOSED SESSION<br>EMPLOYEE MATTER | G.8. | Alderman Mayer moved to enter closed session at 7:40 p.m. pursuant to Wis. Stats. §19.85(1)(f), to consider employment, promotion, compensation, or performance evaluation data of a public employee over which the Common Council has jurisdiction or exercises responsibility and §19.85(1)(f), considering financial, medical, social or personal histories or disciplinary data of specific persons, which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried. |

The Common Council reentered open session at 7:55 p.m.

RES. 2018-7437  
INCLUSION IN WRS

- G.7. Alderman Mayer moved to adopt Resolution No. 2018-7437, A RESOLUTION OF INCLUSION UNDER THE WISCONSIN RETIREMENT SYSTEM, authorize the City Clerk to execute such document, and direct staff to submit the document to the Wisconsin Department of Employee Trust Funds prior to the end of business on November 15, 2018 to include a corrected employer identification number and total number of employees. Seconded by Alderman Nelson. On roll call, Alderman Mayer, Alderwoman Wilhelm, Alderman Taylor, Alderman Barber, and Alderman Nelson voted Aye; Alderman Dandrea voted No. Motion carried.

ORD. 2018-2345  
ANNUAL 2019  
BUDGETS

- G.1. Alderwoman Wilhelm moved that all Capital Improvement Fund Revenue and Expenditure appropriations of \$1,500,000 for the Rawson Homes Water Main Relay and Storm Sewer Project be appropriated as a Capital Improvement Fund Approved Project in the 2019 Budget. Seconded by Alderman Taylor. All voted Aye; motion carried.

Alderman Barber moved to add a \$39,000 expenditure to General Fund Contingency #5111 for the purpose of moving the start date of the 1.55% wage increase to 1/01/2019 for any non-represented employee who joins WRS effective 1/01/2019 and would suffer a commensurate reduction in take-home pay by joining. Seconded by Alderman Mayer. All voted Aye; motion carried.

Alderman Taylor moved to amend the ordinance to insert a new Section 14 to modify the numbers presented to reflect with the adopted budget a transfer of fund balance from the General Fund to the Capital Improvement Fund of \$600,000, a corresponding reduction in the General Fund Restricted Contingency appropriation, a corresponding revenue within the Capital Improvement Fund, and an "Approved Project" 2019 Capital Improvement Fund appropriation of \$2,330,000 for a "City Hall Roof, HVAC, and Remodeling" project. Seconded by Alderman Dandrea. On roll call, Alderman Taylor and Alderman Dandrea voted Aye; Alderman Nelson, Alderman Barber, Alderwoman Wilhelm, and Alderman Mayer voted No. Motion failed.

Alderwoman Wilhelm moved that the numbers within the presented 2019 budget are to be modified by the creation of a new Section 14 in the Ordinance for Adopting the 2019 Budget by creating an "Approved Project" as a 2019 Capital Improvement appropriation of \$1,775,000 toward the City Hall Roof, HVAC and Fascia Wood Replacement Project, and that the previously

suggested additional \$600,000 intended to be moved from the General Fund Restricted Contingency for a larger remodel, remain in that fund for building security and public safety needs or as appropriate. Seconded by Alderman Barber.

Alderwoman Wilhelm moved to call the question. Seconded by Alderman Taylor. All voted Aye; motion carried.

On the main motion of Alderwoman Wilhelm, Alderman Mayer, Alderwoman Wilhelm, Alderman Barber, and Alderman Nelson voted Aye; Alderman Dandrea and Alderman Taylor voted No. Motion carried.

Alderman Barber moved to adopt Ordinance No. 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE GENERAL, CIVIC CELEBRATIONS, ST. MARTIN'S FAIR, DONATIONS, GRANT, SOLID WASTE COLLECTION, SANITARY SEWER, CAPITAL OUTLAY, EQUIPMENT REPLACEMENT, STREET IMPROVEMENT, CAPITAL IMPROVEMENT, DEBT SERVICE, DEVELOPMENT, UTILITY DEVELOPMENT, TID 3, TID 4, TID 5, AND INTERNAL SERVICE FUNDS AND ESTABLISHING THE TAX LEVY AND OTHER REVENUE FOR THE CITY OF FRANKLIN AND ESTABLISHING THE SOLID WASTE FEE as amended, which adjustments shall be incorporated into a final form of the ordinance and the Official Budget Appropriations Units document, as determined by the Director of Administration. Seconded by Alderwoman Wilhelm. On roll call, Alderman Nelson, Alderman Barber, Alderwoman Wilhelm, and Alderman Mayer voted Aye; Alderman Taylor and Alderman Dandrea voted No. Motion carried.

RES. 2018-7438  
CONSERVATION  
EASEMENT  
(HALQUIST STONE  
CO., INC.)

G.2. Alderman Taylor moved to adopt Resolution No. 2018-7438, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SPECIAL USE FOR DEMOLITION OF THE EXISTING HALQUIST STONE OFFICE/SHOWROOM AND CONSTRUCTION OF AN APPROXIMATELY 4,207 SQUARE FOOT REPLACEMENT OFFICE/SHOWROOM AND TO ALLOW CHANGES TO THE OUTDOOR LANDSCAPING SHOWROOM AND OFF-STREET PARKING UPON PROPERTY LOCATED AT 2875 WEST RYAN ROAD (HALQUIST STONE COMPANY, INC., APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.

- |   |      |  |
|---|------|--|
| LETTER OF CREDIT<br>AVIAN ESTATES<br>SUBDIVISION                                | G.3. | Alderman Dandrea moved to release Letter of Credit No. 5201401 from Spring Bank for Avian Estates Subdivision, located north of W. Puetz Road and east of S. 76th Street, as recommended by the Engineering Department. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.   |
| AGREEMENT WITH<br>RUEKERT-MIELKE,<br>INC. RE: IMPACT FEES                       | G.4. | Alderman Taylor moved to receive and place on file a follow-up pertaining to the Professional Services Agreement with Ruekert-Mielke, Inc. to perform a review and update of the City's impact fees and impact fee studies. Seconded by Alderman Dandrea. All voted Aye; motion carried.   |
| AGREEMENT WITH<br>QUORUM<br>ARCHITECTS, INC.<br>FOR CITY HALL                   | G.5. | Alderman Taylor moved to layover at the call of the Director of Administration the Professional Services Agreement between the City of Franklin and Quorum Architects, Inc. for architectural services related to the design and construction phases of the City Hall Façade Renovation Project, including roofing and HVAC services. Seconded by Alderman Dandrea. All voted Aye; motion carried.   |
| AGREEMENT WITH<br>LIECHTY &<br>ASSOCIATES, INC. FOR<br>CITY HALL HVAC<br>SYSTEM | G.6. | Alderman Taylor moved to layover at the call of the Director of Administration an Agreement to Amend the Contract between the City of Franklin and Liechty & Associates, Inc. for design of an HVAC system replacement for Franklin City Hall. Seconded by Alderman Dandrea. All voted Aye; motion carried.  |
| CLOSED SESSION<br>TID 6 DEVELOPMENT<br>AGREEMENT                                | G.9. | Alderman Nelson moved to enter closed session at 9:13 p.m. pursuant to Wis. Stats. §19.85(1)(e), to deliberate upon a Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried. |
| <p>The Common Council reentered open session at 10:40 pm.</p>                   |      |  |
| VOUCHERS AND<br>PAYROLL   | I.   | Alderman Dandrea moved to approve City vouchers with an ending date of November 8, 2018 in the amount of \$2,020,673.67; and payroll dated November 9, 2018 in the amount of \$399,618.75 and payments of the various payroll deductions in the amount of \$213,217.39 plus City matching payments; and estimated payroll  |

dated November 23, 2018 in the amount of \$388,000.00 and payments of the various payroll deductions in the amount of \$400,000.00 plus City matching payments; and the release of payment to Knight Barry, Inc. not to exceed \$2,761,272.53. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the regular meeting of the Common Council at 10:42 p.m. Seconded by Alderman Mayer. All voted Aye; motion carried.



C. 2.

I. The special meeting of the Common Council was held on November 19, 2018 and called to order at 5:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson Excused was Alderwoman Kristen Wilhelm. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd and City Attorney Jesse A. Wesolowski.

II. Citizen comment period was opened at 5:31 p.m. and closed at 5:31 p.m.

III.A. Alderman Taylor moved to adopt Resolution No. 2018-7439, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN FOR A SENIOR HOUSING DEVELOPMENT AT BALLPARK COMMONS (7220 SOUTH BALLPARK DRIVE) (THE BOLDT COMPANY, APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.

III.B. Alderman Taylor moved to adopt Resolution No. 2018-7440, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A WATER MAIN EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN FOR A SENIOR HOUSING DEVELOPMENT AT BALLPARK COMMONS (7220 SOUTH BALLPARK DRIVE) (THE BOLDT COMPANY, APPLICANT). Seconded by Alderman Barber. All voted Aye; motion carried.

III.C. Alderman Barber moved to confirm and ratify the Director of Administration's determination that a portion of the motion amending and approving the 2019 Budget did increase the Personnel Services Contingency expenditure appropriation by \$39,000 but did not alter the total contingency in the Contingency (Dept. 0199, p. 166 of the budget binder) and that the Restricted Contingency and Personnel Services Contingency should be reflected as two separate line items on the Official Budget Appropriation Units document. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

# APPROVAL OF POLICE OFFICERS AND FIREFIGHTERS PARTICIPATION IN THE HIGH DEDUCTIBLE HEALTH PLAN

III.D. Alderman Mayer moved to approve the Letter of Understanding Between the Franklin Police Officers Association (WPPA, Local No. 280) and the City of Franklin. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Barber moved to approve the Letter of Understanding Between the Franklin Professional Firefighters (I.A.F.F., Local No. 2760) and the City of Franklin. Seconded by Alderman Mayer. All voted Aye; motion carried.

CLOSED SESSION  
PUBLIC WATER  
SUPPLY

III.F. Alderman Dandrea moved to enter closed session at 5:36 p.m. pursuant to Wis. Stats. §19.85(1)(e), to deliberate upon information, terms and provisions of the potential provision of public water supply to the City of Franklin as related to the City, the Franklin Municipal Water Utility and its customers in 2024 and beyond; and the potential negotiation of terms in relation thereto, including, but not limited to potential amendments to the Agreement for Oak Creek to Provide Water at Wholesale to Franklin, potential agreement terms with alternate public water supply sources, and the investing of public funds and governmental actions in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

The Common Council reentered open session at 6:07 p.m.

## THE ROCK SNOW PARK GLOW TUBING EVENT

IV. Alderman Taylor moved to grant the Extraordinary Entertainment and Special Event License to The Rock Snow Park Glow Snow Tubing, 7900 W. Crystal Ridge Drive, for December 7, 8, 14, 15, 21, 22, 28, 29, 2018; January 4, 5, 11, 12, 18, 19, 25, 26; February 1, 2, 8, 9, 16, 22, 23; March 1 and 2, 2019, from 9:00 p.m. to 11:00 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.

## VOUCHERS AND PAYROLL

V Alderman Dandrea moved to approve City vouchers with an ending date of November 15, 2018 in the amount of \$324,606.39. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

CLOSED SESSION  
TID 6 DEVELOPMENT  
AGREEMENT

III.E. Alderman Barber moved to enter closed session at 6:09 p.m. pursuant to Wis. Stats. §19.85(1)(e), to deliberate upon a Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project

Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 6:47 p.m., Alderman Nelson moved to schedule a special meeting for Wednesday, November 28, 2018 at 6:30 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

ADJOURNMENT

- VI. Alderman Taylor moved to adjourn the special meeting of the Common Council at 6:48 p.m. Seconded by Alderman Dandrea. All voted Aye; motion carried.

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CITY OF FRANKLIN  
SPECIAL COMMON COUNCIL MEETING  
NOVEMBER 28, 2018  
MINUTES

- |  |        |   |
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| ROLL CALL  | I.     | The special meeting of the Common Council was held on November 28, 2018 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.                                       |
| CITIZEN COMMENT  | II.    | Citizen comment period was opened at 6:31 p.m. and closed at 6:31 p.m.  |
| AMEND THIEL BRAND DESIGN CONTRACT                                      | III.A. | Alderman Barber moved to approve amended contract to reflect THIEL Brand Design actual insurance coverage which was previously approved on November 5, 2018 to provide branding and marketing services to the City of Franklin. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.  |
| CLOSED SESSION<br>TID 6 DEVELOPMENT AGREEMENT                          | III.B. | Alderman Nelson moved to enter closed session at 6:32 p.m. pursuant to Wis. Stats. §19.85(1)(e), to deliberate upon a Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to enter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried. |
| RES. 2018-7441<br>TID 6 DEVELOPMENT AGREEMENT<br>LOOMIS AND RYAN, INC. |        | Upon reentering open session at 6:58 p.m., Alderman Nelson moved to adopt Resolution No. 2018-7441, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A TAX INCREMENTAL DISTRICT NO. 6 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN AND LOOMIS AND RYAN, INC. (DEVELOPER). Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried.  |
| ADJOURNMENT  | VI.    | Alderman Taylor moved to adjourn the special meeting of the Common Council at 7:00 p.m. Seconded by Alderman Nelson. All voted Aye; motion carried.   |

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APPROVAL  <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>12/04/2018</i>
REPORTS & RECOMMENDATIONS	FRANKLIN POLICE DEPARTMENT DONATIONS	ITEM NUMBER <i>G. I. (a)</i>
<p>The Franklin Police Department has received the following donation:</p> <p><u>General Police Donation</u> Walmart Store #1551 - \$1500.00 Daniel &amp; Sandra Hay - \$3000.00</p> <p><b>COUNCIL ACTION REQUESTED</b></p> <p>Respectfully request that the above donations be approved for deposit into the Police Donation account.</p>		

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>12/04/2018</i>
REPORTS AND RECOMMENDATIONS	Donation from Franklin Residents Daniel and Sandra Hay to the Fire Department in the amount of \$3000.00	ITEM NUMBER <i>G.I.(6)</i>

The Franklin Fire Department has received a donation from Franklin Residents Daniel and Sandra Hay in the amount of \$3000.00. The department intends to use the funds towards educational supplies and safety equipment.

### COUNCIL ACTION REQUESTED

Request approval to accept \$3000.00 donation from Danial and Sandra Hay.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/04/2018
REPORTS & RECOMMENDATIONS	QUARRY MONITORING COMMITTEE RECOMMENDATION TO THE COMMON COUNCIL TO REVIEW AND ADDRESS CITIZEN COMPLAINTS AND CONCERNS RELATED TO QUARRY BLASTING. ALDS. BARBER AND WILHELM	ITEM NUMBER <i>G.2.</i>

Alderperson's Barber and Wilhelm represent residents living in the vicinity of the Quarry located on Rawson Avenue. Both are appointed members to the Quarry Monitoring Committee.

On October 1<sup>st</sup>, 2018, a substantial number of complaints were received related to Quarry blasting activities. The number of complaints resulted in a request to hold an evening, open format meeting so residents could more freely ask questions, have the Committee hear their concerns, and receive direct Committee response.

The Quarry Monitoring Committee held its meeting on November 29<sup>th</sup>, 2018 in the Council Chambers before a full room of concerned residents. At that meeting, *the Quarry Monitoring Committee moved to directed the Aldermanic members to draft a Common Council Action Sheet for the next Common Council meeting scheduled for December 4<sup>th</sup>. Motion by Ald. Barber, seconded by Margie Shore, all voted aye. Motion carried.*

Resident concerns and comments were numerous. Due to the limited time prior to the Council agenda deadline, all concerns are not listed. However, summing up the meeting, residents expressed the greatest concerns related to the following points:

- Quarry blasting distance is allowed too close to homes.
- The allowable blasting levels within PDD 23 & 24 are too high for the proximity to homes.
- Residents noted significant home foundation impacts believed to be caused by blasting.

Residents would like the Council to address these items to protect the health, safety and welfare of the community. Some (not all inclusive) suggestions citizens believed appropriate for the City to act upon included:

- Survey blasting locations to determine distance set within the PDD limits.
- Review and seek methods to tighten the allowable blasting levels set within PDD.
- Seek consultant assistance to assess blasting impacts to home foundations.
- Determine blasting operations a *nuisance* and take appropriate action.

#### COUNCIL ACTION REQUESTED

As the Council deems appropriate.

**From:** [Clint Weninger](#)  
**To:** [Mike Barber](#)  
**Cc:** [Joel Dietl](#); [Steve Olson](#)  
**Subject:** Response to Blast on Monday, October 1, 2018  
**Date:** Friday, October 12, 2018 10:34:05 AM  
**Attachments:** [image001.png](#)

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Good Morning Alderman Barber.

I am responding to your recent request for information regarding the blast at the Franklin Aggregates Quarry on Monday, October 1. The blast occurred at approximately 3:30 PM that day and was located on the top rock bench or layer in the south central portion of the quarry; 1,100 feet north of Drexel Avenue.

The closest seismograph to residences, located at 5800 Allwood Street, recorded a maximum ground vibration of 0.11 in/s for this blast which is only 17% of the maximum blasting limit allowed by the City of Franklin. The airblast (noise/pressure) was recorded at 112 dba (decibels) which is only 10% of the maximum airblast limit allowed by the City of Franklin.

This blast was most likely felt more by those neighbors living south of Drexel as a result of a combination of factors including: (1) limited blasting in this area of the quarry – this is only the second blast in this area for the year, (2) time of day – the blast occurred within approved hours of blasting but later in the day than blasting is normally conducted, and (3) weather conditions – it was misty with a very low cloud ceiling.

Please let me know if you have any further questions.

Thank you.



**CLINT WENINGER**  
**Land Resources Manager**  
262.524.1258 office  
262.366.5429 mobile  
[www.payneanddolan.com](http://www.payneanddolan.com)  
*An Equal Opportunity Employer*

**Shirley Roberts**

---

**Subject:** FW: Payne & Dolan Quarry Blast of 10-1-18

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**From:** Joel Dietl [<mailto:JDietl@franklinwi.gov>]  
**Sent:** Wednesday, October 3, 2018 4:37 PM  
**To:** Steve Olson; Mike Barber; Kristen Wilhelm  
**Cc:** Clint Weninger; 'Roznowski, Mike'  
**Subject:** Payne & Dolan Quarry Blast of 10-1-18

Good Afternoon,

Here is a preliminary summary of the quarry blast that occurred at approximately 3:28pm on October 1<sup>st</sup>.

- According to information from Payne & Dolan, the blast was located at the south end of the quarry, at one of the higher levels closer to the surface. It was cloudy that day. It has been a long time since they last blasted in that area.
- According to information from the website operated by Vibra-Tech, the blast was recorded at 0.168 in/sec at the SE quarry seismic monitor. Our PDD lower limit is 0.3 in/sec and the upper limit is 0.65 in/sec.
- Stantec is monitoring this week. It will be a few days before we have the results from our seismic monitor.
- We have received 15 complaints about the blast from neighbors. All but one of the complaintants lives south of the quarry, one as far south as 58<sup>th</sup> and Cascade. One lives southeast of the quarry.
- Many of the complaintants said this was either the worst or one of the worst blasts they have ever experienced. Most of the complaintants said it shook their house. Many expressed concerns about their foundations.
- Nine complaintants have asked the City to call them. I have called three of them back so far.

If anything major changes, I will provide another update. Otherwise, I envision this will be on the next Quarry Monitoring Committee meeting agenda. No date has been set for that meeting, but I suspect it would be late this month.

As usual, any replies should be sent only to me. Thanks.

Joel Dietl, AICP  
Planning Manager  
Department of City Development  
City of Franklin  
9229 W. Loomis Road  
Franklin, Wisconsin 53132  
Phone: 414-425-4024  
Email: [jdietl@franklinwi.gov](mailto:jdietl@franklinwi.gov)

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<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>12/4/2018</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Request to add one detective position in the police department by reducing patrol officer staffing by one</b>	<b>ITEM NUMBER</b>  <i>G.3.</i>
<p>Due to an increase in major and complex crimes, there is an identified need to add a detective to the police department. In order to accomplish this at minimal cost, it is recommended to eliminate one patrol officer position and add one detective position.</p> <p>To compensate for the reduction of a patrol officer, there is a need to adjust police services. The police department intends to implement the following measures to reduce the demand on patrol services:</p> <p><b>-Eliminating the D.A.R.E. program</b></p> <p><b>-No longer respond to:</b></p> <ul style="list-style-type: none"> <li>-9-1-1 call hang ups that come from a cell tower</li> <li>-Property Damage Only Accidents in private parking lots; exchange information/self-report to state</li> <li>-Property Damage Only deer strikes; self-register deer and self-report to state</li> <li>-Loose dogs, call MADAAC (unless aggressive)</li> <li>-Found dogs, call MADAAC</li> <li>-Lock outs from unoccupied vehicles; call locksmith</li> </ul> <p><b>-Initiate On-line reporting for:</b></p> <ul style="list-style-type: none"> <li>-Identify Theft/no suspect, no monetary loss</li> <li>-Special Needs Registry</li> <li>-Vacation notices</li> <li>-Minor thefts</li> </ul> <p><b>-Lowering priority/response time to:</b></p> <ul style="list-style-type: none"> <li>-Burglar Alarms (check outside perimeter. If secure, leave)</li> <li>-Vacation home checks (No routine checks. Area squad notified)</li> <li>-Non life threatening paramedic calls</li> </ul> <p><i>Evaluation of the elimination and adjustment of services is continuing. The above list is expected to expand.</i></p>		

## **FISCAL NOTE**

The added cost to make this staff change is \$8,400/year.

## **COUNCIL ACTION REQUESTED**

Approve the elimination of one patrol officer position and add one detective position to the police department.

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> December 4, 2018
<b>REPORTS AND RECOMMENDATIONS</b>	A Resolution Authorizing Certain Officials to Execute a Suburban Mutual Assistance Response Teams Agreement to Provide for Governmental Law Enforcement Agencies' Mutual Aid Among Southeastern Wisconsin Counties, Cities, Villages and Towns	<b>ITEM NUMBER</b> <i>G.4.</i>
<p>Attached is a copy of a letter to the Waukesha Police Department from Attorneys Eric J. Larson and Remzy D. Bitar regarding the reason and purpose points for the above. Also attached is a list of the participating governments involved, a copy of the proposed agreement and a resolution to approve same.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to approve A Resolution Authorizing Certain Officials to Execute a Suburban Mutual Assistance Response Teams Agreement to Provide for Governmental Law Enforcement Agencies' Mutual Aid Among Southeastern Wisconsin Counties, Cities, Villages and Towns.</p>		

Chief of Police RO; Legal Services Dept.: jw

**ARENZ, MOLTER, MACY, RIFFLE, LARSON & BITAR**

**MUNICIPAL LAW & LITIGATION GROUP, S.C.**

730 N. GRAND AVENUE  
WAUKESHA, WISCONSIN 53186

Telephone (262)548-1340

Facsimile (262)548-9211

Email: elarson@ammr.net or rbitar@ammr.net

DALE W. ARENZ, RETIRED  
DONALD S. MOLTER, JR., RETIRED  
JOHN P. MACY  
COURT COMMISSIONER  
H. STANLEY RIFFLE  
COURT COMMISSIONER  
ERIC J. LARSON  
REMZY D. BITAR

PAUL E. ALEXY  
MATTEO REGINATO  
R. VALJON ANDERSON  
LUKE A. MARTELL  
SAMANTHA R. SCHMID  
STEPHEN J. CENTINARIO, JR.  
TIMOTHY A. SUHA

October 24, 2018

Dan Baumann  
Captain of Police  
Waukesha Police Department  
1901 Delafield St.  
Waukesha, WI 53188

**Re: Suburban Mutual Assistance Response Teams  
Intergovernmental Agreement**

Dear Captain Baumann:

It has been our pleasure to work with you and the S.M.A.R.T. Executive Board and membership over these last several months. This process began when one of your new members noted certain inconsistencies in the Agreement. My office was also initially contacted by a municipal insurer that expressed concerns. Although the S.M.A.R.T. Agreement has existed for some 25 years and has operated relatively smoothly, the legal foundation had developed into a patchwork and it was time to closely consider the legal documents. Through the course of several drafts and review and discussion with your group, we now have a final product that we are prepared to present to the member municipalities. Remzy and I have asked the major municipal insurers that operate in Wisconsin to consider the final product, and all have noted their approval, and they also have agreed to cover the costs of this drafting project. It is now time to forward the document to member municipalities and seek their approval. To that end, I am writing to outline the major issues that have been considered in this revision process. If any lawyers for the member municipalities would like a further explanation of these changes, I would be happy to discuss the matter with them individually and they should feel free to contact me. That said, given the large number of participants, it will quickly become unwieldy and unworkable to revisit these terms, which is why we have taken such care with the drafting process.

Aside from technical drafting issues, such as using defined terms consistently and correcting internal citations, most of the changes to the Agreement can be summarized as follows:

## MUNICIPAL LAW & LITIGATION GROUP, S.C.

Dan Baumann  
October 24, 2018  
Page 2

1. Division of liability risks. The prior Agreement was ambiguous to some extent as to responsibilities in the event of injuries or accidents arising during a S.M.A.R.T. response. The enclosed Agreement clarifies that issue by incorporating State law as shown in Section 4. The statutes require the following. Law enforcement officers can assist other officers outside their jurisdiction, and they are deemed to be employees of the Requesting Agency for purposes of liabilities arising out of that Mutual Aid work. The responding Agencies remain the employer of their officers for purposes of compensation, and wages and disabilities, but the Requesting Agencies must pay reimbursement of such costs. While we could attempt to reach different conclusions on these issues than State law requires, we would raise litigation issues by doing so. In the case of *Liebenstein v. Crowe*, 826 F. Supp. 1174 (Ed. Wis. 1992), the court refused to enforce a Mutual Aid contract which stated that the employees of each Participating Agency "shall continue to be employees of their employing municipality for all purposes." The court held that this was contrary to State law which imposes certain obligations on the Requesting Agency. The League of Wisconsin Municipalities has concluded that home rule municipalities can exercise home rule authority and choose not to be bound by the statute, which may be true, but creates some significant hurdles for the adoption of this Agreement. Home rule authority is exercised through charter ordinances, which are subject to referendum requirements in some cases, and moreover, towns and counties do not have home rule authority. I recommend, therefore, that we allow the State statutes to have their effect and avoid the possibility of dispute on these issues.
2. Cooperation. Past practice of participating agencies has been to waive reimbursement for minor responses. The overriding theory among the participants has been this: Sometimes we are the responding municipality and incur these costs, but other times we will be the requesting municipality; so everyone wins when we help one another without unduly burdening the receiving municipality with response costs. There is no guarantee that any participant would waive costs. That said, the same spirit of cooperation that has guided this organization from its beginning would likely continue over time.
3. General terms. Certain general "boilerplate" terms have been added beginning in Section 6, largely to describe the current practices of S.M.A.R.T.
4. S.M.A.R.T. lack of corporate status. The Agreement has been modified to reduce the impression that S.M.A.R.T. has separate corporate status from the participating entities. It does not. S.M.A.R.T. is only a collection of participating law enforcement agencies and does not exist as an entity unto itself. This is a mutual aid agreement and it is administered by participating police chiefs and county sheriffs in their capacity as police chief or county sheriff for their municipality.
5. Action required. The transition between the former Agreement and this new Agreement will follow a process described in Section 10. All of the participating municipalities should be advised that **action is required prior to March 1, 2019.** After that time the Agreement that is currently in effect may be terminated and

**MUNICIPAL LAW & LITIGATION GROUP, S.C.**

Dan Baumann  
October 24, 2018  
Page 3

the new Agreement may take effect with those members who have chosen to enter the new Agreement prior to March 1<sup>st</sup>.

I am also enclosing a draft resolution that municipalities can use to adopt this Intergovernmental Agreement. If you should have any questions or concerns regarding these matters, please do not hesitate to contact us.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

*Eric J. Larson*

Eric J. Larson

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

*Remzy D. Bitar*

Remzy D. Bitar

EJL/egm  
Enclosures

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<u>JEFFERSON</u> (6 Member)	<u>MILWAUKEE</u> (21 Members)	<u>RACINE</u> (7 Members)	<u>WALWORTH</u> (12 Members)	<u>WAUKESHA</u> (21 Members)	<u>KENOSHA</u> (4 Members)	Per level	Total Levels
6	21	7	12	21	4	71	14.2
FORT ATKINSON	BAYSIDE	BURLINGTON	DELAVAN CITY	BIG BEND	KENOSHA COUNTY		
JEFFERSON	BROWN DEER	CALEDONIA	DELAVAN TOWN	BROOKFIELD CITY	PLEASANT PRAIRIE		
JEFFERSON COUNTY	CUDAHY	MOUNT PLEASANT	EAST TROY	BROOKFIELD TOWN	TWIN LAKES		
LAKE MILLS	FOX POINT	RACINE CITY	ELKHORN	BUTLER	UW PARKSIDE		
WATERLOO	FRANKLIN	RACINE COUNTY	FONTANA	CHENEQUA			
WATERTOWN	GLENDALE	STURTEVANT	GENEVA TOWN	DELAFIELD			
	GREENDALE	WATERFORD TOWN	GENOA CITY	ELM GROVE			
	GREENFIELD		LAKE GENEVA	HARTLAND			
	HALES CORNERS		SHARON	MENOMONEE FALLS			
	MILW CO SHERIFF		UW WHITEWATER	MUKWONAGO VILLAGE			
	OAK CREEK		WALWORTH COUNTY	MUSKEGO			
	RIVER HILLS		WHITEWATER	NEW BERLIN			
	SAINT FRANCIS			OCONOMOWOC CITY			
	SHOREWOOD			OCONOMOWOC LAKE			
	SOUTH MILWAUKEE			OCONOMOWOC TOWN			
	STATE FAIR			PEWAUKEE CITY			
	UW MILWAUKEE			PEWAUKEE VILLAGE			
	WAUWATOSA			STATE PATROL			
	WEST ALLIS			SUMMIT			
	WEST MILWAUKEE			WAUKESHA			
	WHITEFISH BAY			WAUKESHA COUNTY			

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2018-\_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBURBAN  
MUTUAL ASSISTANCE RESPONSE TEAMS AGREEMENT TO PROVIDE FOR  
GOVERNMENTAL LAW ENFORCEMENT AGENCIES' MUTUAL AID AMONG  
SOUTHEASTERN WISCONSIN COUNTIES, CITIES, VILLAGES AND TOWNS

---

WHEREAS, the Suburban Mutual Assistance Response Teams ("S.M.A.R.T.") have effectively provided law enforcement mutual aid to its participants since 1994; and

WHEREAS, the City of Franklin Police Department has participated in the mutual aid program during its aforesaid duration; and

WHEREAS, the S.M.A.R.T. Mutual Aid Agreement has not been substantially updated since 1994; and

WHEREAS, the S.M.A.R.T. Mutual Aid Agreement is in need of updating to address certain inconsistencies within the terms and due to changes in the law; and

WHEREAS, the Chief of Police having recommended the approval of the S.M.A.R.T. Mutual Aid Agreement which will update and replace the current Agreement and allow for the City's continued participation in this cooperative mutual aid, to better serve the community and the region.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Suburban Mutual Assistance Response Teams Agreement, in such form and content as annexed hereto, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, the Chief of Police and the City Clerk be and the same are hereby authorized to execute and deliver the Suburban Mutual Assistance Response Teams 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:

\_\_\_\_\_  
Stephen R. Olson, Mayor

RESOLUTION NO. 2018-\_\_\_\_\_

Page 2

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_

\_\_\_\_\_  
Richard P. Oliva, Chief of Police

City of Franklin  
[Municipality]

SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS

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The undersigned Agencies agree pursuant to Wisconsin Statutes as follows:

Section 1. PURPOSE OF AGREEMENT

This Agreement is made in recognition of the fact that situations may occur which are beyond the ability of the individual law enforcement Agency to deal with effectively in terms of personnel, equipment and available resources. Each Agency in S.M.A.R.T. expresses its intent to assist the other Agencies by assigning some of its personnel, equipment and available resources to permit the law enforcement Agency of each municipality to more fully safeguard the lives, persons and property of all citizens.

Section 2. DEFINITIONS

For the purpose of this Agreement, the following terms are defined as follows:

A. SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS

The Wisconsin law enforcement Agencies participating in this Mutual Aid Agreement, collectively.

B. INCIDENT

A situation that potentially threatens or causes loss of life and/or property or exceeds the physical and organizational capabilities of a Law Enforcement Agency. Generally, the word "Incident" within this document refers to situations (emergencies) connected to a law enforcement response to severe storms, floods, hazardous material incidents, transportation accidents, large fires, public disorders, major crimes, barricaded subjects, hostage situations, searches, traffic control, terrorist activities, dignitary protection and other similar occurrences.

C. AGENCY

A law enforcement organization recognized by its city, village, town, county or state.

D. MUTUAL AID

A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of Incidents by Requesting Agencies by the Aiding Agency in accordance with the Police Incident Assignments as developed by the Police Chiefs and Sheriffs of the Participating Agencies. (The head of law enforcement for a Participating Agency is referred to herein as "Chief/Sheriff," and collectively the heads

of law enforcement for all Participating Agencies is referred to herein as "Chiefs/Sheriffs". Collectively, and individually the "Chief/Sheriff").

E. PARTICIPATING AGENCY

An Agency that commits itself to this Mutual Aid Agreement by adopting an ordinance or resolution authorizing participation in the program with other Agencies for rendering and receiving Mutual Aid in the event of an Incident in accordance with the Police Incident Assignments, that is accepted into membership. Eligible Agencies must operate in Southeastern Wisconsin, within the counties of Jefferson, Kenosha, Milwaukee, Racine, Walworth and Waukesha.

F. REQUESTING AGENCY

The municipality or legal jurisdiction in which an Incident occurs that is of such magnitude that it cannot be adequately handled by the local law enforcement Agency, that makes a request for Mutual Aid pursuant to this Agreement.

G. AIDING AGENCY

A municipality furnishing police equipment and personnel to a Requesting Agency, pursuant to this Agreement.

H. POLICE INCIDENT ASSIGNMENTS

A predetermined listing of Aiding Agency personnel and equipment that will respond to aid a Requesting Agency.

Section 3. AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN

The senior on-duty officer of each Participating Agency is authorized to participate with the Participating Agencies in Mutual Aid according to following:

- A. Whenever an Incident is of such magnitude and consequence that it is deemed advisable by the senior on-duty officer of the Requesting Agency to request assistance of the Aiding Agencies he or she is hereby authorized to do so under the terms of this Mutual Aid Agreement.
- B. The senior on-duty officers of the Aiding Agencies are authorized to and shall forthwith take the following action upon receipt of a request for aid pursuant to this Agreement:
  - 1. Promptly determine what resources are required according to the Mutual Aid Police Incident Assignments.
  - 2. Promptly determine if the required equipment and personnel may be committed in response to the request from the Requesting Agency.

3. If so, promptly dispatch the personnel and equipment required to the Requesting Agency in accordance with the Police Incident Assignments.
- C. The rendering of assistance under the terms of this Mutual Aid Agreement is not mandatory. The senior on-duty officer of the Aiding Agency may determine not to respond, for example, if the available personnel and equipment are required for the protection of the Aiding Agency. In that event it is the responsibility of the Aiding Agency to promptly notify the Requesting Agency of the same. The judgment of the senior on-duty officer shall be final.
  - D. The senior on-duty officer of the Requesting Agency, shall assume full responsibility and command for operations at the scene. He or she will assign personnel and equipment, of the Aiding Agencies, to positions when and where deemed necessary.
  - E. It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs exceed the resources of the Requesting Agency. Aiding Agencies will be released and returning to duty in their own community as soon as the situation is restored to the point which permits the Requesting Agency to adequately handle it with its own resources. Aiding Agencies may also return to duty in their own community at any time, upon notifying the senior on-duty officer of the Requesting Agency, if the senior on-duty officer of the Aiding Agency determines the required equipment and personnel should no longer be committed to the Incident.

Section 4. STATUTORY AUTHORITIES

This Agreement is entered pursuant to Wisconsin Statutes §66.0301. The following statutory rights and responsibilities shall apply.

- A. Wisconsin Statutes §66.0313: Law enforcement; mutual assistance.
- B. Wisconsin Statutes §66.0513: Police, pay when acting outside county or municipality.
- C. Wisconsin Statutes §895.35: Expenses in actions against municipal and other officers.
- D. Wisconsin Statutes §895.46: State and political subdivisions thereof to pay judgments taken against officers.

To ensure compliance with State laws and to avoid ambiguity, all future amendments and recodification of the foregoing statutes, and judicial interpretations thereof, are incorporated herein and shall apply. Nothing contained within this paragraph or Agreement is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

Section 5. COOPERATION

Nothing herein shall be interpreted to prevent member municipalities from voluntarily cooperating in law enforcement services, including voluntary sharing of equipment or facilities, and voluntarily providing services without seeking reimbursement of costs. Each Participating Agency hereby authorizes its Chief/Sheriff to exercise discretion in cooperating with Participating Agencies. Such discretion includes, but is not limited to, the discretion to waive rights of reimbursement of costs incurred in customary, routine and ordinary activities involving costs, salaries and benefits other than worker's compensation. Such waiver of rights of reimbursement of costs for worker's compensation or significant events involving death or catastrophic injury shall be exercised by the Chief/Sheriff upon consultation with and approval by the municipality's governing body.

Section 6. INSURANCE

Each Participating Agency shall maintain insurance coverage to protect against risks arising out of this Agreement, which shall include general liability coverage, automobile liability coverage, workers compensation coverage, and such additional coverage and amounts as further specified by the Chiefs/Sheriffs. Such coverage shall be endorsed, if necessary, to cover claims arising out of contractual liabilities.

Section 7. NO THIRD PARTY BENEFICIARIES

This Agreement is solely between the Participating Agencies, each of whom acts individually in the performance of this Agreement. There are no third party beneficiaries to this Agreement. No separate entities are hereby created.

Section 8. ADMINISTRATION

This Agreement shall be administered by the Chiefs/Sheriffs of the Participating Agencies. The Chiefs/Sheriffs are empowered to carry out the intentions of this Mutual Aid Agreement through all administrative means including the following:

- A. *Determination of membership.* The Chiefs/Sheriffs may determine eligibility for membership, accept new Agencies into membership, maintain records of who is currently a member at any time, determine criteria for termination from membership, and enforce termination of membership.
- B. *Membership fees/dues.* The Chiefs/Sheriffs may establish a fee to join into membership, and dues that may be required on a periodic basis to pay for the operations associated with administering this Agreement.
- C. *Officers and directors.* The Chiefs/Sheriffs may delegate their administrative responsibilities by creating administrative subunits, officers, directors and system managers, whose authority and duties may be described in by-laws and operating

procedures that the Chiefs/Sheriffs may adopt. All such officers, directors, by-laws and operating procedures in effect pursuant to the predecessor to this Agreement on the effective date of this Agreement remain in effect following the effective date of this Agreement.

- D. *Request and response protocols.* The Chiefs/Sheriffs may further define all protocols for making requests and responding to requests for service pursuant to this Mutual Aid Agreement.
- E. *Status.* All Chiefs/Sheriffs administering this Agreement, in any capacity, do so solely by virtue of their capacity as Police Chief or County Sheriff, and shall not be compensated by SMART.
- F. *Testing procedures.* The Chiefs/Sheriffs may establish and execute testing procedures, to ensure readiness for timely Mutual Aid response.
- G. *Method of decision making.* Actions taken by the Chiefs/Sheriffs shall be by majority vote of the quorum of Chiefs/Sheriffs or their designees present and voting, with 50% of the Chiefs/Sheriffs constituting a quorum, except that the Chiefs/Sheriffs may delegate these authorities and modify these terms within the duly adopted by-laws and operating procedures.

Section 9. TERMINATION

Any Agency may withdraw from the Suburban Mutual Assistance Response Teams Agreement by notifying the Chiefs/Sheriffs of the other Participating Agencies in writing, whereupon the withdrawing Agency will terminate participation ninety (90) days from the date of written notice. The Chiefs/Sheriffs may adopt procedures for terminating Agencies who fail to comply with the terms of this Agreement as administered by the Chiefs/Sheriffs, and may exercise that authority.

Section 10. EFFECTIVE DATE

This Agreement supersedes an agreement on the same subject between the same parties. The effective date for this Agreement and the termination of the prior agreement shall be as follows:

- A. This Agreement shall first take effect when it has been duly approved in writing by all municipalities shown in attached Appendix 1 (the "Current Members"), and executed by such authorized officials. On the date of the last such approval, the predecessor to this Agreement is thereby terminated and this Agreement is effective.
- B. In the event fewer than all of the Current Members choose to enter this Agreement prior to March 1, 2019, those municipalities who have approved this Agreement and executed it may give notice and terminate their participation in the prior agreement per

its terms, in which case this Agreement shall be effective for such members on the date of their termination of participation in the prior agreement.

- C. Following its initial effective date, this Agreement shall thereafter be effective for Agencies joining thereafter when the Agreement has been duly approved in writing by such Agency, duly executed by authorized officers of the Agency, and the Agency has been accepted into membership by the Chiefs/Sheriffs of the Participating Agencies. The adoption and signature on this Agreement constitutes an offer, which becomes a binding contract upon acceptance by the Chiefs/Sheriffs.

Section 11. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered in original form or facsimile shall be effective.

*[signatures follow on page 7]*

**Signature Page for Suburban Mutual Assistance Response Teams Agreement**

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties on the  
\_\_\_\_\_ Day of \_\_\_\_\_, 2018

City of Franklin

[Municipality/Legal Jurisdiction]

\_\_\_\_\_  
[Municipal Official]

\_\_\_\_\_  
[Chief of Police or Sheriff]

ATTEST:

\_\_\_\_\_  
[Municipal Clerk/Witness]

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 04, 2018
	REQUEST TO ADOPT PHASE 1 DESIGN AND RECOMMENDATIONS FOR FUNCTIONAL MINIMUM ALTERNATIVE FOR PHASE 2 OF S. 68TH STREET FROM W. LOOMIS ROAD TO W. PUETZ ROAD	ITEM NUMBER  <i>G. 5.</i>

### **BACKGROUND**

At the June 5, 2018, Common Council meeting, Lakeside Engineers was selected to perform a Phase 1 design (scoping phase) of S. 68<sup>th</sup> Street from W. Loomis Road to W. Puetz Road. Lakeside performed engineering analyses and solicited public input for the enclosed report with recommendations for proceeding with improvements for S. 68<sup>th</sup> Street. Storyboards from the second public information meeting were posted in City Hall near the Clerk's office since November 5, 2018, for public viewing.

### **ANALYSIS**

The Board of Public Works discussed Lakeside's draft report on November 12, 2018, and forwarded the following comments to Common Council for consideration:

- 1) The chosen alternative should include reduced lane widths and/or other applicable features to address the excessive speeds currently observed along the corridor.
- 2) The chosen alternative should not harm the character of the corridor.
- 3) The final report should include discussion on the actual impacts from the House of Correction traffic.
- 4) The chosen alternative should include improvements for pedestrians and bicycle traffic- both crossing and with traffic.
- 5) Public education (such as City newsletter) should be used to inform the public as to the proper pedestrian/bicycle use of a public roadway.
- 6) The cost of the project improvements should include the comparison to what it would cost if simply included in the annual local road program without any improvements.
- 7) At least one hill (Sta 98+00 just south of W. Drexel Ave.) should be lowered and a second hill (Sta 85+00 just north of Terrace Drive) should be considered for lowering. The rest of the vertical curves are adequate.
- 8) Report should include discussion about shifting the centerline of the roadway to allow for enhanced pedestrian/bicycle shoulder on one side only.

Lakeside considered the BOPW's comments and incorporated them in their report dated November 21, 2018. A copy of the report (without appendices) is attached and a full copy of the report and public involvement summary is available by contacting the City Engineer.

Upon review of the report, Staff supports the Minimum Functional Alternative consisting of 10-foot wide driving lanes and a four-foot paved shoulder to facilitate safe pedestrian and bicycle traffic. Lakeside should provide a detailed Phase 2 detailed design for this alternative with the section from W. Loomis Road to W. Rawson Avenue to be addressed in 2019 and south of W. Rawson Avenue to be addressed in 2020.

Engineers from Lakeside Engineers will be at the Common Council meeting to present the report and address any questions. At the meeting, they will illustrate how the functional minimum alternative addresses the BOPW comments.

Progressing with a Phase 2 design will closely evaluate the Common Council's preferred alternative and prepare a detailed plan for work to be completed in 2019 and 2020.

### **OPTIONS**

- A. Request to adopt the Phase 1 (scoping phase) report with recommendations for a functional minimum alternative cross section and address two vertical curves (just south of W. Drexel Ave. and just north of Terrace Drive).
- B. Direct Staff to finalize professional services contract for Phase 2 of design of S. 68<sup>th</sup> Street from W. Loomis Road to W. Puetz Road for Lakeside Engineering and return to Common Council for execution, or
- C. Refer back to Staff with further direction.

### **FISCAL NOTE**

The 2019 Capital Improvement Fund has a \$300,000 appropriation for design and construction of work on S. 68<sup>th</sup> Street and the Local Road Program anticipates approximately \$200,000 work on this segment. The construction work is anticipated to be included in the 2019 Local Road Program. Total construction costs will be a deliverable of the Phase 2 design efforts.

### **COUNCIL ACTION REQUESTED**

(OPTIONS A & B) Adopt the Scoping Phase report for S. 68<sup>th</sup> Street. Select recommendations for a minimal functional alternative cross-section. Select two vertical curves (just south of W. Drexel Ave. and just north of Terrace Drive) for lowering. Also direct Staff to finalize professional services contract for Phase 2 of detail design of S. 68<sup>th</sup> Street from W. Loomis Road to W. Puetz Road for Lakeside Engineering and return to Common Council for execution.

Engineering: GEM



# 68th Street Improvements City of Franklin

## *Scoping Phase Design Report*



City of Franklin

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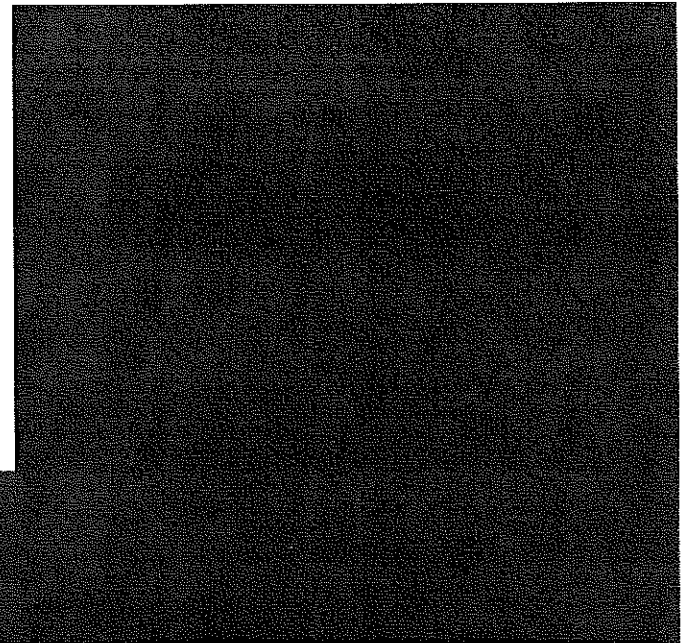


NOVEMBER 21, 2018

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PREPARED BY:

**Lakeside**  
ENGINEERS



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## EXECUTIVE SUMMARY

*Lakeside Engineers, LLC was selected to perform a Phase 1 design of S. 68<sup>th</sup> Street, from W. Puetz Road to W. Loomis Road, in the City of Franklin. Phase 1 design included data collection and analysis of existing conditions, public involvement, and scoping phase design.*

### Objective

The 68<sup>th</sup> Street corridor was identified by the City of Franklin as a corridor in need of pavement rehabilitation. Based on this existing need, the City took the opportunity to evaluate the corridor to determine if additional improvements were necessary to meet the needs of current and future roadway users.

### Analysis

A variety of data was collected to evaluate activity and identify deficiencies along the corridor. Traffic volume and speed, crash history, survey of vertical curves, and bicycle/pedestrian activity data were collected to establish the existing conditions baseline. Data was also collected from two public information meetings held for the 68th Street project. The major themes for 68th Street improvements identified by the public included:

- Safe facilities for bike/pedestrians
- Improve sight distance
- Improve driver awareness through signage
- Maintain rural character
- Reduce impacts (trees, right of way, drainage)
- Maintain existing speed limit/reduce speeds

These themes directly correlate to the objectives that were used to guide the development of design alternatives for 68<sup>th</sup> Street improvements.

### Recommendation

Following full data analysis, three design alternatives were developed that address these objectives to varying degrees: Absolute Minimum, Functional Minimum, and Optimal Conditions. The second public meeting presented the three alternatives to the public. A majority of the written comments were in favor of the Absolute Minimum Alternative, while many others were in favor of the Optimal Conditions Alternative. These results show the spectrum of comments shared during the public involvement process. Roadway design standards and corridor impacts should also be considered during the selection of a preferred design alternative.

While the Absolute Minimum alternative does limit the roadway impacts, this alternative does not meet shoulder width standards for accommodating bicycles. The Optimal Conditions alternative provides the desirable lane and shoulder widths, but will have much greater impacts to trees/driveways and the additional potential to increase travel speeds. **Therefore, the recommended preferred alternative is the Functional Minimum Alternative.** This alternative best meets the future objectives of reducing impacts and preserving the rural character while also potentially decreasing travel speeds and providing safer facilities for pedestrians.

Additionally, the vertical curve correction for the hill at Curve #6 (south of Drexel Avenue) is recommended for improvement to correct the 25 MPH curve. Curve #5 (near River Terrace Drive) should also be reviewed for improvement to design standards. These improvements will meet the future objective to improve sight distance.

Other recommendations along the corridor are provided in the Scoping Phase Summary section and include low-cost solutions for signing and pavement marking as well as outreach and policy actions to meet the objective for improving driver awareness. Additional recommendations and considerations are also included in the summary as next steps in this project development process.

## INTRODUCTION

### Project Description

The 68<sup>th</sup> Street corridor was identified by the City of Franklin as a corridor in need of pavement rehabilitation. Based on this pavement improvement need, the City is interested in evaluating alternative roadway cross-sections to meet all roadway users in the future. The project limits are from Puetz Road to the northern Franklin municipal boundary, just south of WIS 36/Loomis Road. The roadway improvements are not anticipated to impact the intersections with Puetz Road, Drexel Avenue, or CTH BB/Rawson Avenue.

### Roadway Characteristics

The 68<sup>th</sup> Street corridor is a rural roadway in a suburban area, with a 30 mph posted speed limit. The corridor is functionally classified as a collector. This specific segment of 68<sup>th</sup> Street connects WIS 36/Loomis Road and WIS 100/Ryan Road, with a length of approximately 3.6 miles. The 68<sup>th</sup> Street corridor serves primarily residential properties and has a high density of driveway access points. In addition, other traffic generators in the corridor include the Polish Center of Wisconsin, Tuckaway Country Club, Milwaukee County House of Corrections, and Hunger Task Force.

The existing roadway has a 24-foot pavement width north of Drexel Avenue and a 22-foot pavement width south of Drexel Avenue. The roadway is utilized by both bicyclists and pedestrians. The bicycle and pedestrian use includes a crossing for the Oak Leaf Trail (south of Loomis Road), an Oak Leaf Trailhead parking lot, and Oak Leaf Trail connection (south of Rawson Avenue) and Christine Rathke Park.

There are three intersections along the corridor with traffic control impacting mobility on 68<sup>th</sup> Street. These intersections include:

1. CTH BB/Rawson Avenue and 68<sup>th</sup> Street: Traffic Signal Control (Milwaukee County DOT jurisdiction)
2. Drexel Avenue and 68<sup>th</sup> Street: All-Way Stop Controlled (City of Franklin jurisdiction)
3. Puetz Road and 68<sup>th</sup> Street: All-Way Stop Controlled (City of Franklin jurisdiction)

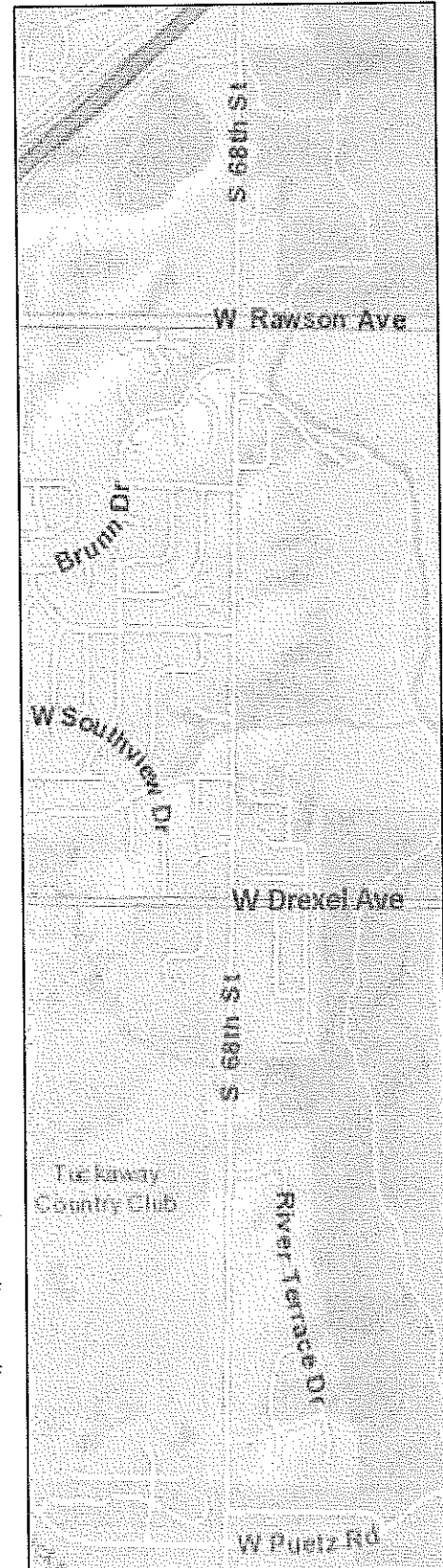


Figure 1: Project Location Map

## Design Project Scope of Work

The scoping phase design for this corridor includes three primary tasks:

1. **Data Collection:** Collecting survey data from Milwaukee County Geographic Information System (GIS), supplemented with field survey data at specific crest vertical curve locations ("hills"). Additionally, radar detectors and traffic counting cameras were deployed to collect traffic volumes, travel speeds, and bicycle/pedestrian counts at two locations along the corridor.
2. **Public Involvement:** Facilitation of two Public Involvement Meetings (PIM), including the mailing of invitations, meeting planning, meeting facilitation, and a summary and analysis of meeting results.
3. **Scoping Phase Design:** Development of alternative cross-sections, evaluation of substandard crest vertical curves, and high-level impacts along the corridor. Detailed design of the corridor is not included in this design effort.

Details of each of these design tasks are described in further detail below.

## DATA COLLECTION

### Survey

The survey for the scoping phase design began with utilizing the aerial flight survey provided by the Milwaukee County GIS<sup>1</sup> site. This data was utilized to generate an initial roadway profile to analyze locations that may have substandard vertical curves. The six identified curves include:

- Between Root River Drive and Lindner Drive
- Between Imperial Drive and Wildwood Creek Court
- At Pineberry Ridge
- North of Drexel Avenue to Kathleen Court
- South of Drexel Avenue
- North of Wildflower Court

The survey data was supplemented with GPS field survey data. The supplemental survey data included collecting the roadway centerline for each of the substandard vertical curves, as well as cross sections for two vertical curve locations.

Right-of-way data was collected from the Milwaukee County GIS site and incorporated into the design files. This allowed the cross sections to be created for the widened roadway alternatives to assess the potential property and right-of-way impacts along the corridor.

Benchmark data was provided by the Southeast Wisconsin Regional Planning Commission (SEWRPC). Six benchmarks were identified along 68<sup>th</sup> Street within the project limits and are shown in Appendix A.

Based on a review of the aerial data, there were inaccuracies identified along the corridor, which may be related to the high number of driveways and the tree canopy along the roadway. In order to more accurately design the roadway, it is recommended that traditional survey cross-sections and topography data be field collected for final design purposes along the corridor.

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<sup>1</sup> <https://county.milwaukee.gov/EN/Administrative-Services/Land-Information-Office>

## Traffic Volumes

Traffic counts on 68<sup>th</sup> Street were completed in 2011, both north and south of CTH BB/Rawson Avenue, as part of the Wisconsin Department of Transportation's (WisDOT) traffic counting program. The Average Annual Daily Traffic (AADT) and peak hour volumes are summarized in Table 1 below. The full traffic volume information is available in Appendix B.

*Table 1: Traffic Count Locations and Results*

Site #	Location	Date	Estimated Annual Average Daily Traffic (AADT)	AM Peak Hour Volume (vehicles per hour)	PM Peak Hour Volume (vehicles per hour)
Lakeside Detector	RAWSON AVE TO LOOMIS RD	2018-Sept-10 to 2018-Sept-14	2,655	222	236
WisDOT #402151	S 68TH ST NORTH OF CTH BB FRANKLIN	2011-May-18 to 2011-May-24	2,269	137	203
WisDOT #400403	S 68TH ST SOUTH OF CTH BB FRANKLIN	2011-May-18 to 2011-May-24	2,638	168	236
Lakeside Detector	PUETZ RD TO DREXEL AVE	2018-Sept-10 to 2018-Sept-14	1,584	134	151
WisDOT #400370	68 <sup>TH</sup> ST NORTH OF STH 100 FRANKLIN	2014-May-12 to 2011-May-15	1,217	77	93

Traffic counts were also collected from September 10, 2018 to September 14, 2018 from the radar detectors deployed by Lakeside Engineers to measure travel speeds. The results from these detectors provided comparable results to other previously collected traffic counts and are summarized in Table 1. The weekday average traffic count north of Rawson Avenue was 2,655 vehicles per day, and the weekday average count north of Puetz Road was 1,584 vehicles per day.

The WisDOT Southeast Region also conducted a manual intersection count in August 2015 at the intersection of WIS 36/Loomis Road and 68<sup>th</sup> Street. This intersection is not within the project limits, is located in the Village of Greendale, and is under WisDOT jurisdiction. However, several relevant pieces of information from this manual traffic count are applicable to this 68<sup>th</sup> Street corridor. The full manual traffic count is available in Appendix B.

- The Estimated AADT is 2,714 vehicles per day, which compares to the 2,269 AADT value from the 2011 traffic count north of Rawson Avenue and the 2,655 vehicles per day value from the 2018 radar detectors. No traffic volume forecast information is available for this corridor.
- The AM Peak Hour volume is 173 vph (55% NB and 45% SB) and the PM Peak Hour volume is 245 vph (47% NB and 53% SB).
- The Peak Hour Factor (PHF) for both the AM and PM Peak Hour is 0.91.
- 85% of the traffic on 68<sup>th</sup> Street at the north project limits are coming from or going to the north along WIS 36/Loomis Road.
- The NB heavy vehicle percentage is 2.1% and the SB heavy vehicle percentage is 2.7%. This corridor is posted with signs indicating NO THRU TRUCKS OVER 3 TON / LOCAL DELIVERIES ONLY.
- Over the 13-hour counting period, from 6 AM to 7 PM, 38 pedestrians and 92 bicycles crossed WIS 36/Loomis Road on the west approach at the Oak Leaf Trail crossing.

## Speed Study

Speed data was collected and analyzed for Wednesday September 12<sup>th</sup> from 9:00 AM to 3:00 PM at two locations. One location was approximately 2000-feet north of Puetz Road, and the second location was near the Polish Center driveway entrance. The data in each location was combined for both directions for analysis purposes. The 9 AM to 3 PM timeframe was selected to avoid the peak hour and overnight time periods. The table below displays the results for each location.

Table 2: Speed Study Results

Segment	Direction	Posted Speed	Number of Observed Vehicles	50th Percentile Speed	85th Percentile Speed	% Observed Non-Compliant to Speed Limit	10 MPH Pace Range	% Vehicles in Pace	% Vehicles Over Pace	% Vehicles Under Pace
Puetz to Drexel	NB/ SB	30	489	32.3	37.7	68%	28-38	65%	18%	17%
Rawson to Loomis	NB/ SB	30	984	34.7	39.6	88%	31-41	75%	13%	12%

The segment between Rawson Avenue and Loomis Road had more vehicles, and the data shows those vehicles were traveling faster than vehicles in the segment between Puetz Road and Drexel Avenue. Additional speed graphs are available in Appendix C.

There were multiple comments at the public involvement meetings from residents related to the impacts the Milwaukee County House of Corrections (HOC) employees or visitors may have on the travel speeds along the corridor. Work shifts for the HOC are 6:00 AM to 2:30 PM, 2:00 PM to 10:30 PM, and 10:00 PM to 6:30 AM. The cursory review of speed data did show some increases in speeding during shift changes, however, there were many other time periods outside of shift changes with increases in the number of vehicles speeding. Therefore, the HOC does not appear to be solely responsible for the vehicles exceeding the speed limit along the corridor.

## Crash History

A crash analysis of the corridor was completed using 2013-2017 crash data. The data was downloaded from the University of Wisconsin Traffic and Operations Safety Lab (TOPS Lab) through the WisTransportal online application for Crash Data Analysis Tools. A review of the crash data and crash reports indicated there were 28 crashes on this corridor in the five year time period. Data for calculating the crash rate and the crash rate calculation is shown below.

- Number of Crashes (C) = 28
- Number of Years (N) = 5
- Estimated AADT (V) = (1584 vpd \* 1.09 miles) + (2655 vpd \* 1.50 miles)/(2.59 miles) = 2204 vpd
- Length of Segment (L) = North of Puetz Road Intersection to Franklin City Limits = 2.59 miles

$$\begin{aligned}
 \text{Crash Rate (R)} &= \frac{(100,000,000 \times C)}{(365 \times N \times V \times L)} = \frac{(100,000,000 \times 28)}{(365 \times 5 \times 2204 \times 2.59)} \\
 &= 268.8 \text{ crashes per 100 million vehicle miles traveled}
 \end{aligned}$$

The Wisconsin Department of Transportation publishes an annual Statewide Average Crash Rates memo<sup>2</sup>. According that the 2017 crash rate summary memo, the 68<sup>th</sup> Street corridor is comparable to the Meta-Manager Peer Group 440 (2-lane highways posted at 40 mph or lower). This Peer Group has a statewide average crash rate of 302.37, which means that 68<sup>th</sup> Street has a below average crash rate relative to its statewide peer group. In addition, crash severity is measured with the “KAB” crash rate, which includes Fatal (or K), Injury Level A, and Injury Level B crashes. The 68<sup>th</sup> Street KAB Crash Rate is 28.8, which means that 68<sup>th</sup> Street is also below its statewide peer group average KAB crash rate of 35.28.

Some specific crash trends identified on the corridor during the five year period include:

- Four intersection crashes occurred at the 4-way stop at Drexel Avenue and 68<sup>th</sup> Street, with no other noteworthy patterns identified among those crashes.
- One pedestrian related crash occurred, in 2014 between Imperial Drive and Lindner Drive.
- Five crashes occurred on the hill near Brunn Drive. This hill has approximately an 8% grade. Four of the five crashes involved vehicles heading down the hill in snowy conditions.
- Nine intersection crashes occurred at the traffic signal at CTH BB/Rawson Avenue and 68<sup>th</sup> Street, with no other noteworthy patterns identified among those crashes.

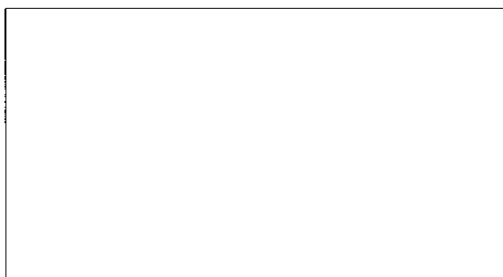
Crash data details are provided in Appendix D.

## Bicycle/Pedestrian Activity

Pedestrian and bicycle activity counts were collected on Wednesday September 12<sup>th</sup> at two locations on the corridor.

1. Oak Leaf Trail Crossing near STA 183+00
2. Christine Rathke Park Crosswalk near STA 116+00

Table 3 shows the results of the bicycle and pedestrian activity at these two locations. The “Crosswalk” column is a count of users who crossed the roadway at the designated crossing. The “On Road” column is a count of users who were traveling either northbound or southbound along 68<sup>th</sup> Street.



<sup>2</sup> <https://wisconsindot.gov/dtsdManuals/traffic-ops/manuals-and-standards/safety/crashrates/rates17.pdf>

Table 3: Bicycle/Pedestrian Data Collection (9/12/18)

Time	Oak Leaf Trail Crossing				Christine Rathke Park			
	Crosswalk		On Road		Crosswalk		On Road	
	Bike	Ped	Bike	Ped	Bike	Ped	Bike	Ped
5:00	0	0	1	1	0	0	0	0
6:00	3	1	4	0	0	1	0	1
7:00	6	1	3	0	0	6	0	0
8:00	5	7	2	0	0	1	0	2
9:00	23	5	4	0	0	6	0	4
10:00	25	3	5	0	0	0	0	0
11:00	22	2	3	0	0	0	0	0
12:00	21	3	4	1	0	0	2	2
13:00	18	1	3	0	0	4	0	1
14:00	22	0	2	0	0	0	0	0
15:00	15	1	5	0	0	4	0	0
16:00	33	2	7	0	0	3	2	3
17:00	42	0	13	0	3	4	4	10
18:00	35	1	6	0	0	6	1	2
19:00	5	0	4	0	4	16	0	2
<b>Total</b>	<b>275</b>	<b>27</b>	<b>66</b>	<b>2</b>	<b>7</b>	<b>51</b>	<b>9</b>	<b>27</b>

## PUBLIC INVOLVEMENT

There were two public information meetings held for the 68th Street project. The first was held on September 25, 2018, and the second one was held on October 30, 2018. Both meetings were open house format and were held at the Root River Center in Franklin. Over 300 stakeholders were invited to each meeting, including adjacent property owners, City Alderman, and members of the Board of Public Works.

At the first open house, 75 attendees signed the sign-in sheet. Participants used a variety of methods to offer comments on 68th Street. The major themes for 68th Street improvements and the future objectives identified following the first meeting included:

- Safe facilities for bike/pedestrians
- Improve sight distance
- Improve driver awareness through signage
- Maintain rural character
- Reduce impacts (tress, right of way, drainage)
- Maintain existing speed limit and reduce traveling speeds

At the second open house, 46 attendees signed the sign-in sheet. Alternative typical sections and the results of data collection efforts were displayed for public comment. The majority of participants commented that the Absolute Minimum Alternative satisfied their needs and desires for the corridor.

A more detailed, comprehensive description of all public feedback is presented in the Public Information Summary Report.

## SCOPING PHASE DESIGN

### As-Builts

A variety of different as-builts along the 68<sup>th</sup> Street corridor were provided by the City of Franklin. However, these as-builts were related to the sewer and water utilities at various locations. They did not provide any alignment, profile, cross-section, or typical section information.

### Utility Maps

There are several utilities located along the corridor that may be impacted by a roadway improvement project. Each utility is listed in the table below, with the utility owner and a description. Impacts to utilities will need to be further evaluated during the detailed design phase.

Table 3: Identified Roadway Utilities

Utility	Owner	Description
Water	City of Franklin	Underground water mains, including hydrants and water boxes, are present along the corridor
Sanitary Sewer	City of Franklin	Underground sanitary sewer and manholes are present along the corridor
Storm Sewer	N/A	No storm sewer was identified within the project limits
Gas	WE Energies	Underground gas mains are present along the corridor
Electric	WE Energies	Power poles are present along the corridor
Communications	Multiple Organizations	Fiber optic cable installation is on-going in 2018. The various telephone, cable, and communications companies have not been specifically identified or located.

### Alternative Typical Sections

Three alternative typical sections for this corridor were developed based on the AASHTO 2011 "Green Book" on geometric design guidance<sup>3</sup> and NCHRP Report 880 Design Guide for Low-Speed Multimodal Roadways<sup>4</sup>. A design process based on this NCHRP research report was utilized, which included documenting the existing and future conditions, identifying the goals and objectives, and the decision making process. This design process is demonstrated in the exhibit in Appendix E.

Through this process, the three alternative cross sections are shown in Appendix F and include:

1. Absolute Minimum
2. Functional Minimum
3. Optimal Conditions

The first step was to develop a target speed or design speed for the corridor. NCHRP Report 880 indicates that a target speed should be based on operating speeds along the corridor (NCHRP 880, page 12). With the observed

<sup>3</sup> AASHTO, A Policy on Geometric Design of Highways and Streets, 2011 6th Edition

<sup>4</sup> NCHRP Research Report 880, Design Guide for Low-Speed Multimodal Roadways, 2018

85<sup>th</sup> percentile speed between 38-40 mph, a target speed of 35 mph was selected as a design parameter for the roadway. This is consistent with Figure 2 below, which demonstrates that collector function roads have a design speed range between 25 – 35 MPH.

Federal Functional Classification	20 mph and lower	25 mph	30 mph	35 mph	40 mph	45 mph	50 mph and higher
Principal Arterial							
Minor Arterial							
Major/Minor Collector							
Local							

Figure 2: Typical Range of Design Speed by Classification (NCHRP 880, Exhibit 2-8)

The appropriate lane width was the next design parameter for consideration. Figure 3 demonstrates that for urban collector streets the AASHTO Green Book shows preferred lane widths of 11-12 feet and a minimum lane width of 10-feet.

Lane Type	All Classes	Local Urban Street		Urban Collector Street		Urban Arterial Street	
	Range	Minimum	Preferred	Minimum	Preferred	Minimum	Preferred
Through Lane	9–12 ft.	9 ft.	10–11 ft.	10 ft.	11–12 ft.	10 ft.	11–12 ft.
Through Lane (Industrial)	11–12 ft.	11 ft.	12 ft.	11 ft.	12 ft.	10 ft.	11–12 ft.
Left/Right Turn/Auxiliary Lane	10–12 ft.	9 ft.	10–12 ft.	10 ft.	11–12 ft.	10 ft.	11–12 ft.
Two-Way Left-Turn Lane	10–16 ft.	N/A	N/A	10 ft.	11–12 ft.	10 ft.	11–12 ft.

Figure 3: Green Book Suggested Lane Widths for Urban Low and Intermediate Speed Facilities (NCHRP 880, Exhibit 4-7)

These lane widths are expanded further in Figure 4 by providing suggested lane widths based on the context zone and target speeds. For “Suburban” and “Rural Town” roads at 35 MPH, suggested lane widths are 10-11 feet. Additional information in the report suggests that the narrower lane width (10-feet) may help to reduce travel speeds and will not negatively impact safety on a low-speed two-lane corridor, such as 68<sup>th</sup> Street (NCHRP 880 page 97, 99, 101, 102). This is a potential speed reduction strategy which may influence driver behavior to reduce speeds along the roadway.

Context Zone	Lane Type	Suggested Lane Widths for Target Operating Speeds by Context Zone *					
		20 mph	25 mph	30 mph	35 mph	40 mph	45 mph
Urban Core	Through	10 ft.	10 ft.	10 ft.	10 ft.	N/A	N/A
	L/R Turn	9–10 ft.	9–10 ft.	9–10 ft.	10 ft.	N/A	N/A
	TWLTL	10 ft.	10 ft.	10 ft.	10 ft.	N/A	N/A
Urban	Through	10 ft.	10 ft.	10 ft.	10 ft.	10–11 ft.	10–11 ft.
	L/R Turn	9–10 ft.	9–10 ft.	9–10 ft.	10 ft.	10–11 ft.	10–11 ft.
	TWLTL	10 ft.	10 ft.	10 ft.	10 ft.	10–11 ft.	10–11 ft.
Suburban	Through	N/A	10 ft.	10 ft.	10–11 ft.	11–12 ft.	11–12 ft.
	L/R Turn	N/A	9–10 ft.	9–10 ft.	10–11 ft.	11–12 ft.	11–12 ft.
	TWLTL	N/A	10 ft.	10–11 ft.	10–11 ft.	10–11 ft.	11–12 ft.
Rural Town	Through	10 ft.	10 ft.	10–11 ft.	10–11 ft.	11–12 ft.	11–12 ft.
	L/R Turn	9–10 ft.	9–10 ft.	10–11 ft.	10–11 ft.	11–12 ft.	11–12 ft.
	TWLTL	10 ft.	10 ft.	10 ft.	10–11 ft.	10 ft.	10 ft.

- \* 1. On low- and intermediate-speed facilities with a mix of users, the selected design speed and the desired operating speed are typically the same value, except on higher volume principal arterials where design speed may be 5 mph above the desired operating speed.
2. On roadways primarily serving industrial uses, minimum lane widths should be 11 ft.
3. On roadways with high percentages (>5%) of large trucks and buses, outside lane widths should be a minimum of 11 ft., including any usable gutter width.

Figure 4: Suggested Lane Widths for Various Context Zones and Speed Ranges (NCHRP 880, Exhibit 4-8)

The final design parameter for developing alternative cross sections is the shoulder width. In Section 4.4.2 (Width of Shoulder) in the AASHTO Green Book, the text suggests that a minimum shoulder width of 4-feet should be considered for bicycle and pedestrian accommodation. Figure 5 below provides additional information that indicates a 4-foot minimum shoulder width is needed for bicycle accommodation. The AASHTO Green Book indicates the shoulder should be at least 4-feet wide and continuous, but should be 5-feet wide at roadside barriers (guardrail) or vertical face curb to provide a “shy” distance (NCHRP 880 page 96-98).

NCHRP Report 880 further describes guidance for preferred bike lane widths ranging between 5-7 feet (NCHRP 880 page 108). The Optimal Conditions shoulder width shows a 5-foot shoulder width to meet this preferred width for an actual bicycle lane.

Context	User			
	Motorized vehicles	Pedestrians	Bicycles	Transit
Rural	Minimum number of travel lanes determined by functional classification, transportation plans and selected performance measures, balanced with other modal needs within the right-of-way.	Minimum 4-ft. paved or stabilized shoulders on both sides of road unless volumes and speeds are low.* Separate paved sidewalks/paths not normally required unless nearby pedestrian generators exist.	Determined by existing and planned bicycle usage. May range from no facilities, to use of roadway shoulder (min. 4 ft.), to on-street striped bicycle lanes, to separated cycle tracks, to roadside bicycle or shared-use paths. State, regional and local bicycle and transportation plans should be consulted.	Traveled way transit facilities determined by selected performance measures. Minimum 5-ft. paved accessible sidewalks or path from nearby pedestrian generators to transit stops. Additional transit stop facilities as needed for demand.
Rural Town		Minimum 5-ft. paved accessible sidewalks or pathways along both sides of roadway unless volumes and speeds are low.*		
Suburban		Minimum 5-ft. paved accessible sidewalks or path along both sides of roadway unless volumes and speeds are low.*		
Urban		Minimum 5-ft. paved accessible sidewalks or path along both sides of roadway.		
Urban Core		Minimum 5-ft. paved accessible sidewalks or path along both sides of roadway.		

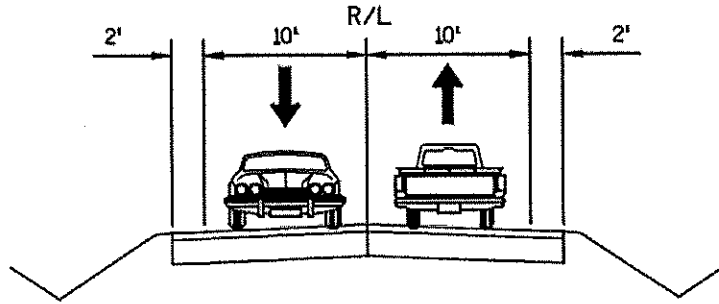
\* ADT = 2,000 vehicles per day or less, 85th percentile speeds 30 mph or lower

Figure 5: Minimum Recommended Low and Intermediate Speed Roadway User Accommodation by Context Zone (NCHRP 880, Exhibit 3-4)

Based on this information from the AASHTO 2011 Green Book geometric design guide and NCHRP Report 880, the following three typical sections were developed for consideration along the corridor and are also presented in Appendix F. Through a detailed review of design standards and pedestrian/bicycle accommodations, there were no standards identified to shift the roadway centerline and provide a shoulder area on only one side of the roadway. Therefore, only symmetrical cross-sections were developed which includes the same shoulder width on both side of the roadway.

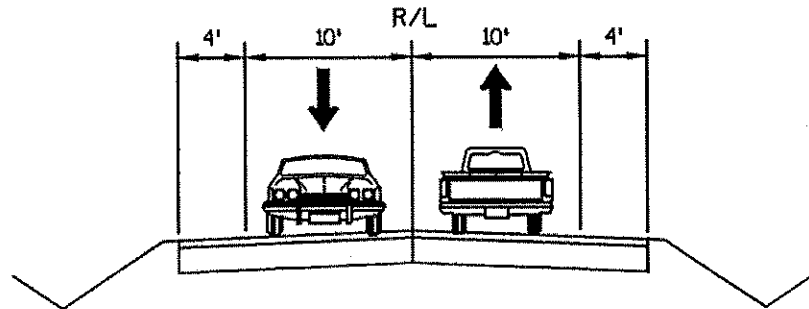
#### Absolute Minimum Alternative

1. Lack of facilities for bike/pedestrians
2. No improved sight distances
3. Improved roadway signage
4. Maintain rural character
5. No impacts to trees, ROW, drainage, etc.
6. Potential influence on speed control



#### Functional Minimum Alternative

1. Provide minimal facilities for bike/pedestrians
2. Improved sight distance
3. Improved roadway signage
4. Maintain rural character
5. Impacts to trees, ROW, drainage, etc.
6. Potential influence on speed control



#### Optimal Conditions

1. Provide facilities for bike/pedestrians
2. Improved sight distance
3. Improved roadway signage
4. Impact to rural character
5. Most impact to trees, ROW, drainage, etc.
6. Limited influence on speed control

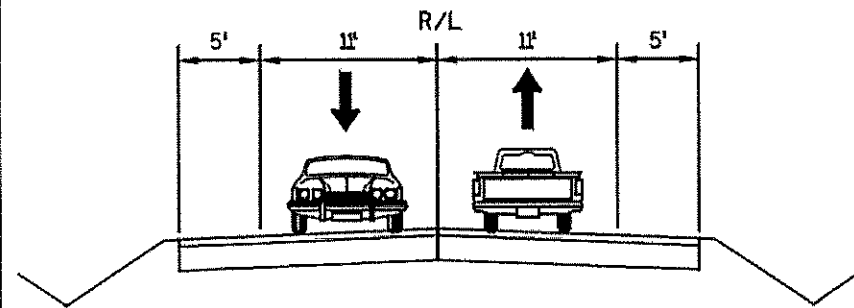


Figure 6: Typical Section Alternatives

## Vertical Curve Improvements

Six vertical curves were identified as potentially substandard during the data collection phase of the project. The standard for a vertical curve is based on stopping sight distance for specific design speeds or target speeds. For the 68th Street corridor, the target speed for vertical curve design is 35 mph. The 68th Street project limits have several locations where driver sight lines are impacted by vertical curves. The evaluation utilized surface flight data from the Milwaukee County GIS, supplemented with field survey observation, to determine whether the curves met the target speed of 35 mph for the 68th Street corridor. After collecting field survey data, one of the six curves did end up meeting the 35 mph design speed. Four identified curves meet a target speed of 30 mph, while one curve only meets a target speed of 25 mph. The table below summarizes the curve data. Appendix G provides plan and profile sheets showing the existing vertical curve information.

Table 4: Existing Crest Vertical Curve Information

#	PI STA	K Value	Design Speed	Elevation Change to Meet 30 MPH	Elevation Change to Meet 35 MPH	Comments
1	49+64	51.82	40 mph or greater	--	--	--
2	55+89	45.18	40 mph or greater	--	--	--
3	67+15	173.97	40 mph or greater	--	--	--
4	74+61	116.85	40 mph or greater	--	--	--
5	85+05	24.44	30 mph	--	0.5'	
6	98+42	14.97	25 mph	0.6'	1.75'	Received the most PIM comments (7) for this most substandard curve
7	108+80	22.57	30 mph	--	3.0'	Kathleen Ct has substandard Intersection Sight Distance (ISD). Received 2 PIM comments on curve.
8	115+08	44.60	40 mph or greater	--	--	--
9	117+70	29.08	35 mph	--	--	Received 5 PIM comments related to this curve near the park.
10	126+39	28.08	30 mph	--	0.5'	Received 1 PIM comment related to this curve.
11	138+38	74.59	40 mph or greater	--	--	--
12	146+54	28.21	30 mph	--	1.0'	--
13	158+35	43.08	35 mph	--	--	--
14	171+45	58.20	40 mph or greater	--	--	Received 3 PIM comments however the curve does meet design standards.

Correcting the five substandard vertical curves along the corridor will increase project costs and property impacts. Several crashes have occurred near these vertical curve locations. However, none of these crashes were specifically identified as having been caused by the limited sight distance from the curve. During the detailed design phase, each curve should be evaluated individually to determine the value added in reconstructing the

vertical curve to meet the corridor target speed. Three curves warranting the highest priority are described below.

- Curve #6: The 25 MPH curve at STA 98+42 should be prioritized to be corrected to either a minimum 30 mph curve or a desirable 35 MPH curve. This curve is the most substandard and consistently had the most comments from roadway users regarding the limited sight distance. However, driveway grades near this hill may be a limiting factor in the amount of curve correction which may be feasible.
- Curve #7: The vertical curve just north of Drexel Avenue should be investigated further. This curve had several comments from roadway users. There were two crashes near the crest (neither of which were vertical curve-related). Plus, this curve contributes to substandard intersection sight distance for Kathleen Court. However, the impacts and costs of correcting this curve may be the highest among all substandard curves along the corridor.
- Curve #5: The 30 MPH curve near STA 85+05 may require limited improvements to correct this curve to a 35 MPH design standards. The addition of curb and gutter along this curve may help to reduce property impacts.
- The remaining two substandard curves should also be reviewed during the detailed design phase, but their costs for correction might be too high relative to their benign crash histories. In addition, these two curves are close to meeting the design speed and may have been originally designed at 35 MPH.

Crash Modification Factors for flattening vertical curves were researched on the Crash Modification Factors Clearinghouse<sup>5</sup> website, which is a Federal Highway Administration-maintained on-line repository of research studies of safety countermeasures. Two studies were identified that related to vertical curves. The first study (Hovey and Chowdhury, 2005) demonstrated a 20% crash reduction that applies to all roadway types when vertical curve stopping sight distances are improved. A second study (Harwood and Bauer, 2015) focused on rural, 2-lane highways with an average traffic volume of 2,639. This study did not demonstrate a decrease in crashes related to increased stopping sight distance on vertical curves, but instead indicated that improving other factors, such as horizontal curves, intersections, or driveway proximity, may provide the greatest crash reduction benefit from increased stopping sight distance.

The terrain along 68<sup>th</sup> Street provides several locations where the roadway grades exceed the maximum. The AASHTO Green Book indicates that the maximum grade for a rural local road is 7% (Table 5-2, Section 5.2.1). The City of Franklin also provides information regarding grades in its Unified Development Ordinance, Part 5 Design Standards. These City of Franklin design standards first reference a 6% maximum grade, but then further describe exceptions, which should not exceed 8%. There are two locations between Puetz Road and Drexel Avenue that are a 6.7% grade. Between Drexel Avenue and Rawson Avenue the three locations exceeding the maximum grade are 10.4%, 9.2%, and 8.0%. Finally, one grade north of Rawson Avenue is at 6.4%. Correcting these grades can be high cost and high impact improvements, which may not be feasible relative to their added safety benefits. Only one location demonstrated a recurring crash history, the 8.0% grade near Brunn Drive, where several crashes were related to vehicles traveling downhill during inclement winter weather conditions.

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<sup>5</sup> <http://www.cmfclearinghouse.org/index.cfm>

## Conceptual Construction Cost Estimate

Planning-level cost estimates for the various alternatives for this scoping phase design project were prepared. A compilation of those different alternatives is shown in Appendix H and summarized as the *Estimated Project Cost* in Table 5. The *Current Planned Cost* includes an estimate of \$51/LF of pavement improvement based on the project costs currently programmed in the City Road Program Fund multiplied by 2.42 miles of roadway from Puetz Road to the Franklin north city limits. The *Additional Project Cost* is the estimated project cost for work beyond the standard Road Program resurfacing projects.

Table 5: Planning Level Cost Estimates

Alternative	Description	Estimated Project Cost	Current Planned Cost (\$51/LF*12,765 LF)	Additional Project Cost
Absolute Minimum (24' pavement width)	Mill/pulverize and replace with 4" asphalt. Widen pavement between Puetz Rd and Drexel Ave from 22' to 24'.	\$784,000	\$651,000	\$133,000
Functional Minimum (28' pavement width)	Mill/pulverize and replace with 4" for existing roadway. Widen shoulders and place 4" asphalt.	\$1,044,000	\$651,000	\$393,000
Optimal (32' pavement width)	Mill/pulverize and replace with 4" for existing roadway. Widen shoulders and place 4" asphalt.	\$1,214,000	\$651,000	\$563,000
Example Hill Modification (sample cost for each hill)	Reconstruct the roadway for 300' including common excavation, 5" asphalt and 10" base course.	\$47,000	N/A	\$47,000

The bullets below provide additional information regarding development of the planning-level cost estimate.

- The Absolute Minimum Alternative is to mill/overlay the existing 24-feet of pavement between Drexel and Loomis. Between Puetz and Drexel this option would require widening an additional 1-foot on each side of the roadway.
- The costs for milling and pulverizing were similar and therefore it was not determined which sections would perform milling versus pulverizing.
- The Optimal Conditions Alternative is similar to the Functional Minimum Alternative, with wider pavement and greater costs associated with driveway modifications.
- The Example Hill Modifications cost is based off the crest vertical curve south of Drexel Ave, which is the most substandard of all the curves. This would be a cost in addition to the other costs if this hill was fully reconstructed. This could also provide an approximate cost per hill if additional hills are considered for reconstruction, such as the substandard hill near River Terrace Drive.
- None of these options include costs for the two large cross culvert locations or the replacement of the existing curb and gutter, which may potentially need to be replaced for the Functional Minimum Alternative and Optimal Conditions Alternatives.

## Potential Project Impacts

Widening the roadway and reconstructing vertical curves will have impacts on various aspects of the existing corridor. Those impacts are summarized in Table 6 below.

*Table 6: Potential Project Impact Matrix*

Type	Description of Potential Impacts
Right-of Way	The right-of-way width along the corridor varies throughout the project limits. The width ranges between 63-90 feet. No right-of-way impacts are expected with the Absolute Minimum and Functional Minimum alternatives. Several parcels may have right-of-way impacts with the Optimal Conditions alternative. Additionally, right-of-way impacts are anticipated for the vertical curve improvements south of Drexel Avenue and at the two cross culvert locations.
Drainage	No specific drainage issues along the corridor have been identified, other than several anecdotal comments from residents at the public involvement meetings. Drainage needs should be identified further during the detailed design phase.
Cross Culverts/ Guardrail	There are two cross culvert and guardrail locations on the corridor. In order to provide a continuous shoulder, the cross culverts will need to be extended, roadside grading improved, and the guardrails replaced.
Environmental	Other environmental impacts have not been identified such as wetlands, endangered species, historical properties, or hazardous materials. Park land related to Christine Rathke Park and the Oak Leaf Trail is adjacent to the roadway. Environmental impacts should be documented further during the detailed design phase.
Trees	A limited number of trees are anticipated to be impacted under the Functional Minimum alternative, with even more impacts expected with the Optimal Conditions alternative. The detailed design phase can identify specific tree impacts.
Driveways	This corridor has a high density of driveways. The impacts for driveway replacement and driveway culvert replacement will be greater under the Optimal Conditions than the Functional Minimum alternative due to the length of driveway replacement, the potential to relocate the culverts, and the changes to driveway grades.
Curb & Gutter	There are several locations within the project limits with existing curb and gutter installed that limit roadside grading impacts. None of these locations have existing inlets or storm sewer. The curb and gutter is currently 14-feet from the centerline to the face of curb. Options to investigate in the detailed design phase include leaving the curb and gutter as is, replacing the 30" curb and gutter with 18", moving the lateral location for additional shy distance, or overlaying the gutter pan with asphalt to maintain a consistent shoulder width.
Mailboxes	Mailboxes will most likely need to be removed and replaced throughout most of the project limits during construction.
Traffic Control	The roadway is assumed to be fully closed during construction. Breaking the project into two construction segments at Rawson Avenue may help to reduce the access disruption and impacts to the corridor by reducing the length of the detour around the work zone.

## Scoping Phase Summary

### Preferred Alternative

The information related to roadway design standards and corridor impacts needs to be weighed during the selection of a preferred alternative. Public Involvement Meeting #2 presented the three alternative cross sections to the residents and roadway users. A majority of the written comments were in favor of the Absolute Minimum alternative, while many others were in favor of the Optimal Conditions alternative. These results show the spectrum of comments by the meeting attendees.

While the Absolute Minimum alternative does limit the roadway impacts, this alternative does not meet shoulder width standards for accommodating bicycles. The Optimal Conditions alternative provides the desirable lane and shoulder widths, but will have much greater impacts to trees/driveways and also has the potential to increase travel speeds. Therefore, the recommended preferred alternative is the **Functional Minimum Alternative**. This cross section alternative meets the following future objectives related to the roadway cross section:

- Safe facilities for bicyclists/pedestrians
- Maintain rural character
- Reduce impacts (trees, right of way, drainage)
- Maintain existing speed limit and reduce traveling speeds

Additionally, the vertical curve correction for the hill at Curve #6 (south of Drexel Avenue) is recommended for improvement to correct the 25 MPH curve. Curve #5 (near River Terrace Drive) should also be reviewed for improvement to design standards. This improvements will meet the future objective to improve sight distance.

### Low-Cost Solutions

#### *Signing and Marking*

There are also several signing and pavement marking enhancements that may be low-cost solutions to be implemented as part of the project to meet the objective related to improving driver awareness through signage. These signing and pavement marking improvements include:

- Additional speed limit signs along the corridor
- Additional no parking signs or parking informational signs to discourage parking along the shoulder
- Additional truck restriction signs
- Crosswalk signing for the Oak Leaf Trail crossing in advance of the crossing and at the crossing
- Enhance existing crosswalk signing and upgrade the playground warning signs with a fluorescent yellow-green background color
- Additional warning signs to the substandard vertical curves locations, which may include HILL BLOCKS VIEW, INTERSECTION WARNING, and/or GRADE WARNING signs.

#### *Outreach and Policy*

During the public involvement and the data collection phases, there were several opportunities for outreach identified that could improve safety and operations through driver awareness. First, outreach to the Milwaukee County House of Corrections to inform employees about speeding along the corridor could help to potentially reduce travel speeds at shift change times. Second, speed data collected was shared with the Franklin Police Department to inform additional speed enforcement to influence travel speeds. Third, there were many comments about vehicles from lawn services and other residential service providers parking along the road.

Outreach to residents about encouraging these service providers to not park on the road may limit the exposure of parked vehicles. Additionally, a City newsletter may be utilized to inform the public about the corridor use.

### **Recommendations for Detailed Design Phase**

Since this process was a first phase scoping level design project, the City of Franklin should consider several recommendations as it moves towards the detailed design phase of 68<sup>th</sup> Street improvements. These recommendations are as follows:

1. In order to more accurately design the roadway, it is recommended that traditional survey cross-sections and topography data be field-collected for final design purposes along the corridor.
2. Impacts to utilities will need to be further evaluated during the detailed design phase.
3. During the detailed design phase, each vertical curve should be evaluated individually to determine the value in reconstructing the vertical curve to meet the corridor target speed.
4. An appropriate pavement structure for this roadway will need to be determined. This may require soil borings to be conducted and a pavement design report to be completed.
5. Cross section restrictions at existing curb and gutter locations and guardrail locations will require additional design and engineering judgement for the design at each individual location. Guardrail design standards have evolved over the years, which will potentially require culvert extension, grading, and additional lengths of guardrail.
6. Since there is funding available in the 2019 construction season, it is recommended to complete the section from Rawson Avenue to the Franklin north city limits near Loomis Road during 2019. This segment does not have any vertical curves requiring correction and a limited number of driveway impacts, therefore a pavement improvement project would be feasible in 2019. The segment from Puetz Road to Rawson Avenue should be planned for construction after 2019 to allow for design tasks including survey, utility coordination, and property impacts associated with the design features.

<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>December 4, 2018</b>
<b>REPORTS AND RECOMMENDATIONS</b>	A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2019, with JSA Environmental, Inc.	<b>ITEM NUMBER</b>  <i>G.6.</i>

JSA Environmental, Inc. has been providing landfill monitoring services at the Metro landfill for the past 14 years. The last annual contract expires December 31, 2018. Attached is a draft contract to renew the terms of the 2018 agreement for 2019; (mileage charge cost is the same as for 2018; hourly rates remain the same and JSA states that those hourly rates have not changed since 2008) and a resolution authorizing same. Waste Management of Wisconsin, Inc. is obligated to provide reimbursement for the contract cost pursuant to Article IV.24.B. of the WWMI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010. The contract price is a cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the Agreement.

### **COUNCIL ACTION REQUESTED**

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2019, with JSA Environmental, Inc.



November 26, 2018

Project No: 1036.10066  
Jesse Wesolowski, Esq  
Attorney to the City of Franklin  
11402 W. Church Street  
Franklin, Wisconsin 53132

Re: 2019 JSA Environmental Professional Services for the City of Franklin

Dear Jesse;

We, JSA Environmental (JSA), would like to continue to offer our Professional Services to the City of Franklin. We consider the City of Franklin to be a Legacy Client and offer rates and terms that we have maintained since 2008. These rates and conditions are attached. Also attached, please find our "Scope of Professional Services". JSA currently audits the WMWI Metro Facility twice per month and reports directly to the Waste Facility Monitoring Committee, and its Chair; Marvin Wolff.

I, and my staff, greatly appreciate the experience and the continued opportunity to serve the City of Franklin. If you, or the City of Franklin, have any questions or comments regarding our current or future services, please do not hesitate to contact me.

Thank you,

Jo-Walter Spear, Jr., P.E., S.C.  
JSA Civil Environmental Engineers, Project Manager and President

# **STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION**

**This Standard Agreement for Services (the "AGREEMENT") is between JSA Environmental, Inc., a Subchapter S corporation organized pursuant to Wisconsin Law (CONSULTANT), and the City of Franklin, a municipal corporation organized pursuant to Wisconsin Law (CLIENT).**

## **ARTICLE 1. SCOPE OF SERVICES**

The CONSULTANT shall provide consulting services (the "Services") as described in Attachment A. An initial draft of the Auditor's Manual shall be provided to the Metro Recycling & Disposal Facility Monitoring Committee by CONSULTANT within 7 (all days shall be calendar days) days of the date of notice and authorization to CONSULTANT to proceed. CONSULTANT shall further respond to any Committee requirements upon such Auditor's Manual within 7 days of receipt. Odor monitoring Services shall commence within 7 days of the Monitoring Committee's approval of the Auditor's Manual. Notwithstanding anything to the contrary set forth in Attachment A, all auditing reports shall additionally be provided by CONSULTANT to the Monitoring Committee; reports to the City of Franklin shall be to the City Clerk; and all reports prepared in the ordinary course of business shall be delivered electronically, except for quarterly reports, which shall be delivered in paper form to the Monitoring Committee and the City Clerk. Electronic transmissions of all reports shall be made by CONSULTANT within 24 hours of the completions of such reports. Initial odor complaint mapping shall be completed by CONSULTANT concurrent with the completion of the Auditor's Manual. Hours budgeted for operations and construction auditing within Attachment A include and are sufficient to allow for the provision of professional advice by CONSULTANT upon the request of CLIENT, as to available remedies or available remedial action, which may be necessary to cure any occurrences or conditions disclosed upon audit.

## **ARTICLE 2. COMPENSATION**

Compensation to be paid by CLIENT to the CONSULTANT is described in Attachment A. Notwithstanding anything to the contrary set forth in Attachment A, CONSULTANT shall provide those Services and those Service hours per Task for such total compensation and expenses as shall not exceed those "TOTAL" amounts as are specifically allocated to such Tasks, respectively, in Attachment A. Such TOTAL amounts include all costs for labor, overhead, G&A, benefits, taxes, profit and all actual reasonable expenses, which shall be in such amounts and as set forth upon the "Standard Rates and Conditions" schedule contained within Attachment A. Total compensation and expenses for all landfill operations auditing Services (including odor monitoring) to be provided annually, commencing January 1, 2019, shall not exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B.

# **STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION**

## **ARTICLE 3. TERMS OF PAYMENT**

Payment by CLIENT to CONSULTANT shall be monthly, based on the invoicing provided by CONSULTANT.

### **A. INVOICING**

The CONSULTANT shall submit itemized invoices to CLIENT for progress payments once each month during the progress of the Services. Such invoices will represent the value of the completed Services, and will be prepared in such form and supported by documentation as CLIENT may reasonably require.

### **B. PAYMENTS**

CLIENT will review and approve invoices for payment. CLIENT will make payment to the CONSULTANT within thirty (30) days after receipt of the invoice. Progress payments to CONSULTANT will not constitute acceptance of the Services.

### **C. LIENS**

CONSULTANT will promptly pay for all services, labor, material, and equipment used or employed in the Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof free and clear of mechanic's or other liens.

## **ARTICLE 4. OBLIGATION OF CONSULTANT**

### **A. INDEPENDENT CONTRACTOR**

CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. The CONSULTANT shall also be solely responsible for the means and methods for carrying out the Services.

### **B. REPORTING**

CONSULTANT shall, if requested by CLIENT, submit with its monthly invoice, progress reports, in a form acceptable to CLIENT.

### **C. PERFORMANCE**

The standard of care applicable to CONSULTANT Services will be the degree of skill and diligence normally employed by others performing the same or similar Services and that of a professional engineer in Southeastern Wisconsin. The CONSULTANT will reperform any Services not meeting this standard without additional compensation.

### **D. WORKING FILES**

CONSULTANT will maintain files containing all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this AGREEMENT. CONSULTANT will provide copies of the information contained in its working files to CLIENT upon request of CLIENT and at the CLIENT'S cost. All copies of information and data given to CONSULTANT by CLIENT or generated by CONSULTANT in performance of the Services will be delivered by the CONSULTANT to CLIENT upon termination of the AGREEMENT. CONSULTANT may retain one copy of any documentation pertaining to the Services performed after the termination of this AGREEMENT.

### **E. HOLD HARMLESS**

CONSULTANT shall and hereby agrees to indemnify, defend, hold harmless and release CLIENT

# **STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION**

(including its directors, officers, employees, representatives and agents) for any and all losses, demands, damages, claims, costs and expenses (including reasonable attorney's fees and costs) relating to or resulting from bodily injury or death, and for damage to property during or related to the Services under this AGREEMENT; provided, however, this release shall not be effective as to the extent that any such bodily injury or death or damage to property resulted from gross negligence or willful misconduct of CLIENT.

## **F. CODES, LAWS, AND REGULATIONS**

CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT. CLIENT shall provide copies of local ordinances and agreements pertaining to the site to CONSULTANT.

## **G. PERMITS, LICENSES, AND FEES**

CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT'S performance of the Services and will give all necessary notices.

## **H. INSURANCE**

CONSULTANT shall, during the term of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier acceptable to CLIENT in amounts equal to the minimum limits set forth below

A. Limit of General/Commercial Liability	\$1,000,000.00
B. Automobile Liability; Bodily Injury/Property Damage	\$1,000,000.00
C. Worker's Compensation and Employer's Liability	Statutory
D. Professional Liability	\$1,000,000.00

Certificates of insurance evidencing the above shall be delivered to CLIENT on request and shall provide that such coverages may not be canceled or amended without 30 day prior notice to CLIENT and naming CLIENT as an additional insured for General Liability.

## **I. ACCESS TO RECORDS**

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Unless otherwise provided in a Task Order said records will be available for examination by CLIENT during CONSULTANT'S normal business hours for a period of three (3) years after CONSULTANT'S final invoice to the extent required to verify the costs incurred hereunder.

## **J. SUSPENSION OF WORK**

The CONSULTANT will, upon written notice from CLIENT, suspend, delay or interrupt all or a part of the Services. In such event, CONSULTANT will resume the Services upon written notice from CLIENT, and an appropriate extension of time will be mutually agreed upon and added to CONSULTANT'S time of performance. CLIENT will reimburse CONSULTANT for reasonable termination and start up costs should work be suspended, interrupted or delayed unless due to the wrongful act or omission of CONSULTANT under this AGREEMENT or its duties of skill and diligence.

## **K. WORKING RELATIONSHIP BETWEEN WASTE MANAGEMENT OF WISCONSIN, Inc., J Spear Associates, Inc. AND THE CITY OF FRANKLIN**

During the term of this AGREEMENT no CONSULTANT employee or subconsultant working under this AGREEMENT shall knowingly perform any work for Waste Management of Wisconsin, Inc. or any of its subsidiaries. No CONSULTANT employee or subconsultant who has done work for Waste Management of Wisconsin, Inc. within two years of this AGREEMENT shall be

# **STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION**

assigned to work under this AGREEMENT.

## **L. CONFLICT OF INTEREST**

CONSULTANT warrants that neither it nor any of its affiliates, their officers, employees or agents, have any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates, their officers, employees or agents, will acquire directly or indirectly any such interest.

CONSULTANT warrants that it will immediately notify CLIENT if any actual or potential conflict of interest arises or becomes known to CONSULTANT. Upon receipt of such notification, review and written approval is required from CLIENT for the CONSULTANT to continue to perform work under this AGREEMENT.

## **M. CONSULTANT'S PERSONNEL AT THE SUBJECT SITE**

The presence of duties of CONSULTANT'S personnel at the subject site, whether as onsite representatives or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or contractors, or other entities, and do not relieve the contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction/operation methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of work in accordance with the Contract Documents and any health and safety precautions required by such activities.

CONSULTANT and its personnel have no authority to exercise control over any contractor or other entity or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health and safety deficiencies of the contractor or other entity or any other persons at the site other than CONSULTANT'S own personnel.

The presence of CONSULTANT'S personnel at the subject site is for the purpose of providing CLIENT a greater degree of confidence that the complete work will confirm to the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances and that the integrity of the terms as reflected in the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances have been implemented and preserved by the contractors. CONSULTANT neither guarantees the performance of the contractors nor assumes responsibility for contractor's failure to perform their work in accordance with the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances.

## **ARTICLE 5. OBLIGATIONS OF CLIENT**

### **A. TIMELY REVIEW**

CLIENT will examine the CONSULTANT'S studies, reports, proposals, and other related documents and render decisions required by CONSULTANT a timely manner.

### **B. PROMPT NOTICE**

CLIENT will give written notice to CONSULTANT whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CONSULTANT Services, or any defect in the work of the CONSULTANT.

### **C. CHANGES**

CLIENT may, by written order only, make changes, revisions, additions, or deletions (collectively

# **STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION**

hereinafter called "changes") in the Services. CONSULTANT will immediately, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify CLIENT of such changes and will request written disposition. The CONSULTANT will not proceed with any changes unless notified to proceed in writing by CLIENT. Nothing herein will be construed as relieving the CONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon the CONSULTANT entitlement to, or the amount of, any adjustment in time or compensation. Any claim by the CONSULTANT for an adjustment under this paragraph must be preceded by CONSULTANT'S written notice to CLIENT prior to performing any work or changes that such work or changes will require additional payment to that contemplated by this AGREEMENT. If the Services are reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

## **D. AUTHORITY OF CLIENT**

The authority and responsibility of CLIENT are limited to the provisions set forth in this AGREEMENT.

## **ARTICLE 6. GENERAL LEGAL PROVISIONS**

### **A. PROPRIETARY INFORMATION**

All prices, rates, designs, reports, data, services, specifications, and other information related to the Services contain and comprise proprietary and company confidential information of CLIENT, and potentially other teaming partners. Except for the purpose hereof, CONSULTANT shall not publish or disclose to any third party or make use of such information during or at any time following the expiration or earlier termination hereof except if such disclosure is required by CLIENT, order of a court of competent jurisdiction, or otherwise required by applicable law.

### **B. ASSIGNMENTS**

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

### **C. WAIVERS**

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

### **D. FORCE MAJEURE**

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, and acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control or contemplation of either party.

### **E. AUTHORIZATION TO PROCEED**

Verbal authorization by CLIENT, followed by confirming letter to CONSULTANT will be authorization for CONSULTANT to proceed with the Services.

### **F. NO THIRD PARTY BENEFICIARIES**

This AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and

# **STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION**

CLIENT and has no third party beneficiaries.

## **G. JURISDICTION**

The laws of the State of Wisconsin shall govern the validity of this AGREEMENT its interpretation and performance, and any other claims related to it. The venue for any dispute shall be the Circuit Court for Milwaukee County. The prevailing party in any such litigation shall be entitled to be awarded its reasonable attorney's fees.

## **H. SEVERABILITY AND SURVIVAL**

If any of the Provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable the unenforceability of the other remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

## **I. TERMINATION**

### **(1) TERMINATION FOR CONVENIENCE**

CLIENT, for its convenience, may, effective forthwith upon any notice, terminate all or part of this AGREEMENT. In such event the CONSULTANT will be entitled to compensation for the Services competently performed up to the date of termination. The CONSULTANT will not be entitled to compensation for profit on the Services not performed.

### **(2) TERMINATION FOR DEFAULT**

CLIENT may, by written notice, terminate the whole or any part of the AGREEMENT for default in the event that the CONSULTANT fails to perform any of the provisions of this AGREEMENT, or fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms, or, in the opinion of CLIENT, becomes financially or legally incapable of completing the Services and does not correct such to CLIENT'S reasonable satisfaction within a period of seven (7) working days after receipt of notice from CLIENT specifying such failure.

If after notice of termination, it is determined for any reason that the CONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE.

In the event of termination for default, the CONSULTANT will not be entitled to termination expenses. Regardless of the cause of termination the CONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to laboratory, field or other notes log book pages, terminal data, computations and designs.

The rights and remedies of CLIENT provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this AGREEMENT.

## **J. DELAYS AND EXTENSION OF TIME**

If the CONSULTANT is delayed in the progress of the Services by any act or neglect of CLIENT or by any separate teaming partner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the CONSULTANT will, within twenty-four (24) hours of the start of the occurrence give notice to CLIENT of the cause of the potential delay and estimate the possible

# STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

time extension involved. Due to the time sensitive nature of the Services bring provided by CONSULTANT any extension or delays in CONSULTANT'S performance must be negotiated by the parties such that CLIENT can still meet deadlines which are established by entities that are not parties to this AGREEMENT. No extension of time will be granted to the CONSULTANT for delays occurring to parts of the Services that have no measurable impact on the completion of the Services under this AGREEMENT. No extension of time will be considered for weather conditions normal to the area in which the Services are being performed. Unusual weather conditions if determined by CLIENT to be of a severity that would stop all progress may be considered as cause for an extension of completion time. Delays in delivery of equipment or material purchased by the CONSULTANT or its subcontractors will not be considered as a just cause for delay. The CONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

## K. TERM OF AGREEMENT

The AGREEMENT shall extend to and expire upon December 31, 2019. This term may be extended by mutual consent of both parties.

## ARTICLE 7. NOTICES

For the purposes of this agreement, notices will be by United States Mail to:

For the CLIENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the CONSULTANT:

JSA Environmental, Inc.  
2410 N. Palmer Street  
Milwaukee, WI 53212  
ATTN: Jo-Walter Spear, Jr., P.E.

## ARTICLE 8. SIGNATURES AND ATTACHMENTS

A. The following attachments are made part of this AGREEMENT: Attachment A.

B. This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings and may be changed only by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the dates set forth below and delivered and effective the \_\_\_\_ day of December, 2018.

Approved for JSA Environmental, Inc.

Accepted for City of Franklin

By \_\_\_\_\_

By: \_\_\_\_\_

**STANDARD AGREEMENT FOR SERVICES TO MONITOR  
COMPLIANCE AT METRO RECYCLING AND DISPOSAL  
FACILITY DURING OPERATIONS AND CONSTRUCTION**

Name: Jo-Walter Spear, Jr., P.E.

Title: Project Manager

Date: \_\_\_\_\_

Name: Stephen R. Olson

Title: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Sandra L. Wesolowski

Title: City Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Paul Rotzenberg

Title: Director of Finance & Treasurer

Date: \_\_\_\_\_

Approved as to form:

By \_\_\_\_\_

Name: Jesse A. Wesolowski

Title: City Attorney

Date: \_\_\_\_\_

# ***JSA Environmental, Inc. (JSA) Scope of Professional Engineering Services to The City of Franklin, WI***

## **LANDFILL OPERATIONS AUDITING**

The scope of services has been broken down into the following tasks:

### ***Task 1 Auditor's Manual***

The auditor's manual is reviewed and updated, annually. The budget for this task assumes one hour to review and update the manual.

**Deliverables:** Auditors Manual

### ***Task 2 Operations and Construction Audit***

JSA auditors will perform audits of landfill operations and any construction activities occurring during the audit. The audit of operations will include, but not be limited to, observation of waste receipt; weigh-in, placement and compaction of wastes; the application of cover materials and cover integrity; odor monitoring (on-site and off-site); leachate management, including leachate recirculation, evaporation, and disposal; landfill gas recovery system operations; flare stability and consistency; vegetation observations for signs of landfill gas or leachate stress; and other necessary operations for the facility. To maximize the efficiency of the audits, JSA has prepared an audit form that encompasses regulatory, permit, and contractual requirements, as well as other standards of practice in the solid waste industry. JSA has used this form, or one similar to it, at other facilities. JSA will provide the City of Franklin, Metro Waste Disposal and Recycling Monitoring Committee (Committee) and Metro Waste Disposal and Recycling Facility(Metro) with an audit report following each site visit. Particular attention will be paid to activities and procedures that do not conform the contract between Metro and the City of Franklin (City). We will provide our findings and recommendations to the Committee in writing.

Inspection of operations will be conducted during each site visit, as appropriate. Construction continues at a landfill after the major actions of building new cells. The addition of a new landfill gas recovery well, placement of incremental cap areas, erosion damage repairs and other construction activities will be observed if they are in process during the audit.

Our team has extensive experience in all aspects of landfill construction and operation and will draw upon our Project Manager's experience with landfill construction and operations, with the support of our Principal, who has over 30 years of landfill construction and operations experience. We will use our experience to anticipate problems and to keep the City fully informed of the project status.

Our budget for this task is based on the assumption that one team member will spend 3 to 4 hours at the site each week, with senior review of the audit reports.

During periods of intense or complex construction, the audits may consume more time than anticipated above. Our experience in other audit situations is that there are opportunities to manage the total budget to prevent budget over runs at the project level.

**Deliverables:** Copy of landfill operations audit report following each site visit, including a copy of the landfill construction audit report for construction activity occurring during the audit; Year End Report

### ***Task 3 Odor Monitoring***

JSA will conduct Odor Monitoring before and during every audit event at the Metro site. A course about the landfill has been defined for the limits of odor monitoring and the results of each event are recorded upon a map that is included in the Audit report. JSA also maintains an online database of all odors reported and their geographic location about the Metro site.

**Deliverables:** Copy of the Odor Monitoring Map with every Audit Report, provide and maintain database of odor complaints.

### ***Task 4 Environmental Monitoring and Data Analysis***

At the direction of the City or the Committee, JSA will review and evaluate groundwater quality and surface water quality data, groundwater elevation data, leachate quality data; and landfill gas data provided by Metro to the City or the Wisconsin Department of Natural Resources (WDNR). This evaluation will include both a general trend analysis and a trend analysis that relates to the background data.

If our team identifies significant changes or anomalies in the groundwater or surface water data, we will evaluate the impact of the landfill on those changes and notify the City. At the request of the City, we will identify appropriate mitigation actions and present these actions in a technical memorandum for the City's review.

**Deliverables:** Quarterly and Annual review of Metro's analysis of groundwater and surface water quality and an assessment of the numerical results; a memorandum summarizing the observation during a quarterly groundwater and surface water monitoring event; quarterly and annual review of Metro's sampling and analysis of landfill gas and an assessment of the numerical results; and a memorandum summarizing the observation during a landfill gas monitoring event.

### ***Task 5 Facility Closure and Post-Closure Care Monitoring***

At the direction of the City, JSA will make independent annual determinations of the funding level (+30% or -50%) necessary to close the landfill and to monitor and maintain it for a period of 30-years following closure. This level will be compared to the current balance of the facility closure, monitoring, and maintenance funds or current calculations of that fund, by Metro. We will provide a written

assessment to the City indicating whether sufficient funds have been set aside.

**Deliverable:** Annual written report assessing funding requirements for closure and post-closure monitoring.

### ***Task 6 Attendance at Landfill Committee Meetings***

JSA will attend the Committee Meetings in order to address questions from members of the committee. Typically, the Auditor and/or an engineer will attend the meeting, based on our understanding of committee concerns. We request to be placed on the agenda early in the meeting and will attend for a period of one hour at no cost to the City. If we are requested to remain after the hour, the City will be billed for the time at the regular hourly rate of our attendees. The budget for this task assumes that we will spend no more than one hour at the meetings.

**Deliverable:** Documentation as requested by the committee at prior meetings, if any.

### ***Task 7 Additional Services as Requested***

JSA is prepared to perform a variety of tasks for the duration of the contract period not specifically addressed in the scope of services. Our experience suggests that the flexibility offered by this arrangement will be extremely valuable to the City. Because of the variety of situations that are encountered in the course of landfill construction and operation, there are services that may be requested that can not be envisioned at the time the scope of services is written. The following list is not a proposal for additional services, but a short lists of examples of services we have been asked to provide during an audit contract that were not envisioned in the contract:

- Consultation regarding storm water and erosion control when problems occur,
- Consultation regarding alternative daily cover,
- Consultation regarding the Operator's plans to meet new regulations including air quality, gas management, and NPDES regulations,
- Consultation regarding Operator proposals to change environmental monitoring plans,
- Solid waste market assessment and consultation,
- Consultation on the effectiveness and selection of landfill deodorants,
- Consultation on and the preparation of comments regarding legislation or regulation that effects landfill operation or impacts the agreement between the community and the landfill

**Deliverable:** Deliverable and level-of-effort for activities under this Task will be developed on a case by case basis as requested by the City

**Standard Rates and Conditions  
For Legacy Clients  
2019**

<u>Title</u>	<u>Rate</u>
Principal	\$120.00
Project Manager	\$ 85.00
Administration	\$ 50.00
Engineering Technician	\$ 50.00

Mileage is billed at \$ 0.63 per mile and travel is billed at one-half the traveler's hourly rate. Copies are billed at \$ 0.10 per page for letters, memoranda, reports, etc and \$0.65 for color letter sized. Drawings are billed at \$ 0.75 per square foot of drawing for black and white and \$ 8.00 per square foot for color. All other direct expenses are itemized on our invoice. Invoicing will include any disposable supplies or special equipment, as applicable. Clients will be provided with a secure Intranet page, for the receipt and maintenance of deliverables and other documents. Our secure intranet page is also available for collaborative document development and review. A 10 % surcharge will be applied to all expenses to cover administration and management. Each client invoice is assessed a \$50.00 Administrative Services Fee to recover accounting and billing costs.

JSA Environmental charges time on the basis of the nearest ½ hour for engineers and planners and the nearest ¼ hour for graphics, CAD, and Administrative personnel. Invoicing is done at least once each month, either around the middle of the month or the end of the month, based on client preference. Invoices will be submitted within ten (10) days of the close of the billing period and are payable upon receipt. Should invoices be issued outside of this schedule, they are due and payable upon receipt. JSA reserves the right to assess late charges of 5.0% of the principal per month against all invoices not paid within 60 days of issuance. In addition, work on the project by JSA may be suspended and data, reports and/or other products withheld, should invoices not be paid within 45 days. Invoices are due and payable upon receipt. Invoices paid within fifteen (15) days of issuance are eligible for a 2.5% discount, which maybe taken by the client when making payment.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2018-\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN  
AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING  
SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING &  
DISPOSAL FACILITY TO DECEMBER 31, 2019, WITH  
JSA ENVIRONMENTAL, INC.

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WHEREAS, JSA Environmental, Inc. having proposed to provide continued services as previously approved by the Common Council for the monitoring of the Metro Recycling & Disposal Facility landfill operations, for compliance with applicable state and local laws, codes, rules, orders and ordinances and siting agreements, to the end of the year 2019, the cost of such services being reimbursable to the City pursuant to Article IVB. of the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such monitoring services, and the benefit to the Community from the provision of such services and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for Professional Environmental Engineering Services to Monitor Compliance at Metro Recycling & Disposal Facility landfill, with JSA Environmental, Inc., as previously extended by the Common Council to December 31, 2018, be further extended to December 31, 2019, to provide services limited to bi-monthly audits, reports thereon and government meeting attendance limited to one hour each meeting, and such prior contract terms as may be applicable thereto, at cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B., and all 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.

RESOLUTION NO. 2018-\_\_\_\_\_

Page 2

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_