

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/21/17
REPORTS & RECOMMENDATIONS	STATUS UPDATE FROM THE QUARRY MONITORING COMMITTEE PERTAINING TO QUARRY MONITORING	ITEM NUMBER <i>G.13.</i>

INTRODUCTION

At its February 8, 2017 meeting, the Quarry Monitoring Committee (QMC) directed staff to provide the attached S. 51st Street centerline memo from the City Attorney and the field survey memo/information from Stantec Consulting Services Inc. to the Common Council. Staff is also taking this opportunity to provide a very brief update on the recent activities of the QMC.

STATUS UPDATE

- Quarry Monitoring Contract, final draft completed, available for Common Council consideration.
 - Similar to the previous four years, the Quarry Monitoring Committee, with assistance from Planning Department staff and the consulting firm of Stantec Consulting Services Inc., have completed a proposed quarry monitoring contract for 2017. This separate item is on the Common Council agenda for possible consideration and action this evening.
- Quarry Reclamation Plan, status underway.
 - Payne & Dolan provided a draft of an updated Plan for Quarry Monitoring Committee review in May 2015. The QMC, with assistance from Planning Department staff, has been reviewing the updated Plan with Payne & Dolan. It is anticipated that this plan, with comments and recommendations from the QMC, will be provided to the Common Council later this year for its consideration and action.
- Biannual Report by Payne & Dolan, status completed.
 - Pursuant to Planned Development Districts Nos. 23 and 24, Payne & Dolan has prepared its second Biannual Report, for 2015 – 2016, which was presented to the Quarry Monitoring Committee on January 12, 2017 and to the Plan Commission on February 9, 2017. The PDDs do not require any action on this matter, a copy is attached simply for the Common Council's information.
- Field Surveys of the Extraction Boundary, the quarry wall, and the S. 51st Street centerline along portions of the east side of the quarry, status underway.
 - As part of the quarry monitoring contract for 2016, proposed to continue in the contract for 2017, and as originally proposed by the Quarry Monitoring Committee, Stantec Consulting Services Inc. have obtained field surveys of portions of the Extraction Boundary, the quarry pit wall, and of the center of 51st Street. The Quarry Monitoring Committee is using this information to try to determine as accurately as possible the exact limits of extraction in relation to the Extraction Limits as set forth in Planned Development Districts Nos. 23 and 24. Attached for the Council's information is a report and maps on this matter by Stantec, copies of this same information on aerial photographs, and a memo from the City Attorney in regard to the "centerline" of 51st Street.

COUNCIL ACTION REQUESTED

No action required.

-OR-

As the Council deems appropriate.

Department of City Development: JED



CITY OF FRANKLIN
REPORT TO THE PLAN COMMISSION



Meeting of February 9, 2017

Payne & Dolan 2015 – 2016 Biannual Report to the Plan Commission

RECOMMENDATION: Receive and place on file. No action is required, for informational purposes only.

Project Name:	Payne & Dolan 2015 – 2016 Biannual Report
Project Address:	Approximately 6211 West Rawson Avenue
Property Owner:	Payne & Dolan, Inc.
Current Zoning:	Planned Development District No. 23, Planned Development District No. 24, FW Floodway District, FFO Floodplain Fringe Overlay District

INTRODUCTION:

Pursuant to Ordinance No. 97-1456, An Ordinance to Create Section 13.26 of the Zoning Code, Ordinance No. 221, Establishing Planned Development District No. 23 (Limestone Quarry and Mixed Use) [Payne & Dolan quarry], and Ordinance No. 97-1457, An Ordinance to Create Section 13.27 of the Zoning Code, Ordinance No. 221, Establishing Planned Development District No. 24 (Limestone Quarry and Mixed Use) [Vulcan quarry], Payne & Dolan has submitted the attached biannual report for 2015 – 2016 for the Plan Commission's information.

PDD No. 23 and PDD No. 24 both state "To assist the City in the administration of this Ordinance, the Operator shall report to the Plan Commission approximately every two (2) years from and after the effective date of the portions of this Ordinance affecting the Extraction Area."

Payne & Dolan last prepared a Biannual Report for 2013 – 2014, and presented it at the Plan Commission's June 19, 2014 meeting. The Plan Commission subsequently moved to place this report on file.

This report was also presented to the Quarry Monitoring Committee at its January 12, 2017 meeting for informational purposes.

Staff would note that no action is required by the Plan Commission on this matter.

I. History

- The Franklin quarry has been in operation since the mid 1940's.
- The quarry was operated by Payne & Dolan and Vulcan Materials until June of 2013, when Vulcan was purchased by Payne & Dolan. Payne & Dolan is now the sole operator.
- The quarry operates in accordance with the City Common Council approved Planned Development Districts (PDD) #23 and #24. (Ordinance #97-1456 and #97-1457)

II. Quarry Operations

- Quarry operations include stripping, blasting, crushing, washing and load out of material.
- Quarry operations may be conducted 6:30am – 7:00 pm Monday thru Friday, 7:00am – 4:00pm on Saturdays and no operations on Sundays or holidays, as specified in the PDDs.
- Crushing in 2015 and 2016 utilized both the crushing plants with crushing beginning in late March and ending early December,
- Majority of loadout of material in 2015 and 2016 utilized the west entrance along Rawson Avenue, with limited use of the east entrance. Load out occurs throughout the year with reduced hours in the construction off-season.
- Quarry operations will continue to utilize both crushing plants and most of the loadout will be through the west entrance.
- See attached photo for 2014 – 2016 extraction areas.

III. Asphalt Plant Operations

- There are two asphalt plants on site, both currently owned by Payne & Dolan. The east asphalt plant was purchased by Payne and Dolan from Black Diamond in 2014.
- Asphalt plants may be operated 6:00am – 7:00pm Monday thru Friday, 6:00am – 4:00pm on Saturdays and no operation on Sundays or holidays, as specified in the PDDs.
- Asphalt plants typically operate from mid-April thru mid-November, but may vary with market conditions.

IV. Blasting Operations

- Blasting hours are restricted to 8:00am – 4:00pm Monday thru Friday, as specified in the PDDs
- All blasting events are monitored by four calibrated seismographs through Vibratex, a third party vendor. The City of Franklin has access to the seismograph information.
- Blasting limitations for vibration and airblast are specified in the PDDs.
- All blasts are designed at conservative levels to comply with the established PDD limits.
- All blast results in 2015 and 2016 were within the limits specified in the PDD.

V. Other Events

- Stantec continues to conduct quarry monitoring at the discretion of the City of Franklin Quarry Monitoring Committee.
- Numerous quarry tours and site visits have been conducted with local schools and city officials including the Franklin School Board and various environmental studies classes from Franklin High School.

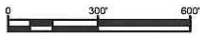
Franklin Aggregate



Aerial Date: 11/4/2016

2015 - 2016 Biannual report

Payne & Dolan, Inc.



To:	Joel Dietl, Planning Manager City of Franklin, WI	From:	Mike Roznowski 1165 Scheuring Road De Pere, WI 54115
File:	Stantec Project 193703639	Date:	July 15, 2016

Reference: Field Survey – City of Franklin in Vicinity of Payne & Dolan Quarry

Mr. Dietl,

Stantec Consulting Services Inc. (Stantec) was retained by the City of Franklin (the City) to complete survey services in the vicinity of the operating Payne & Dolan quarry within the City.

Scope of Services

The services consisted of the following:

- Stantec surveyed the 3 (three) section corner monuments along the easterly border of the Rawson Avenue quarry lands, along South 51st Street, and surveyed the edges of the top surface South 51st Street to determine the centerline of South 51st Street.
- Stantec surveyed the top and bottom of the easterly mined quarry wall, labelled as Areas A and B of attached photos, and provided the following mapping:
 - The section line along South 51st Street
 - The centerline of the pavement of South 51st Street
(Note: Stantec did not consider the painted centerlines, or any middle-of-road pavement joints, or cracking, in determining the "centerline" of S 51st Street.)
 - The lower and upper edge of the quarry excavation labelled as Areas A and B
 - A 650-foot setback line, based on said section lines
 - A 650-foot setback line, based on the centerline of pavement of South 51st Street

Summary of Results**Differences in Section Line vs. Centerline along South 51st Street**

As shown on Figure 1, there was a minor difference in the location of the section line and the centerline of South 51st Street. In a general sense, the section line was approximately 1.4 to 1.8 feet east of the centerline on the southern portion of South 51st street (corresponding to Area A setback), and approximately 2.2 to 2.6 feet east of the centerline on the southern portion of South 51st street (corresponding to Area B setback).

Area A – 650-foot Setback

The active quarry setback in Area A is shown on both Figures 1 and 2, which provide a comparison of the 650-foot setback from both the centerline of South 51st Street and the section line, respectively.

As shown in these figures, the "toe of the wall" (i.e., at bottom of quarry) is outside the setback. The "top of the wall" (i.e., area where vertical quarry wall meets horizontal "safety shelf") in the southern



July 15, 2016
Joel Dietl, Planning Manager
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Reference: Field Survey – City of Franklin in Vicinity of Payne & Dolan Quarry

portion of Area A is outside or directly on the setback. In the northern portion of Area A, the top of the wall on the figures appears inside the setback. It is important to note, however, that a portion of the safety shelf in the northern portion of Area A has eroded (refer to photo – annotated as area 1), thus causing the top of the wall measurement to be farther east than the actual vertical quarry wall.

Area B – 650-foot Setback

The proposed quarry setback in Area B is shown on both Figures 1 and 2, which provide a comparison of the 650-foot setback from both the centerline of South 51st Street and the section line, respectively.

At the time of the survey the Area B had not yet been quarried. The top surface had been cleared to expose the upper layer of rock, and Payne & Dolan had placed the removed overburden in a sloped fashion leading down to the setback area. With no definitive vertical wall present, Stantec surveyed the "toe of the sloped overburden" (labeled as 'Field of Loose Material' on both Figures 1 and 2). A portion of the lower edge, or toe, of this overburden is within the 650-foot setback.

However, since the survey was completed Payne & Dolan provided the attached photo taken looking south from Area B into Area A. The drill steels painted in pink were placed by Payne & Dolan, and are 650-foot setbacks from the centerline of South 51st street. Also shown in the photo is the safety shelf that Payne & Dolan has begun to create along with the start of the vertical wall in this area. Thus you can see the actual rock excavation will be west, or outside of, the setback.

Closing

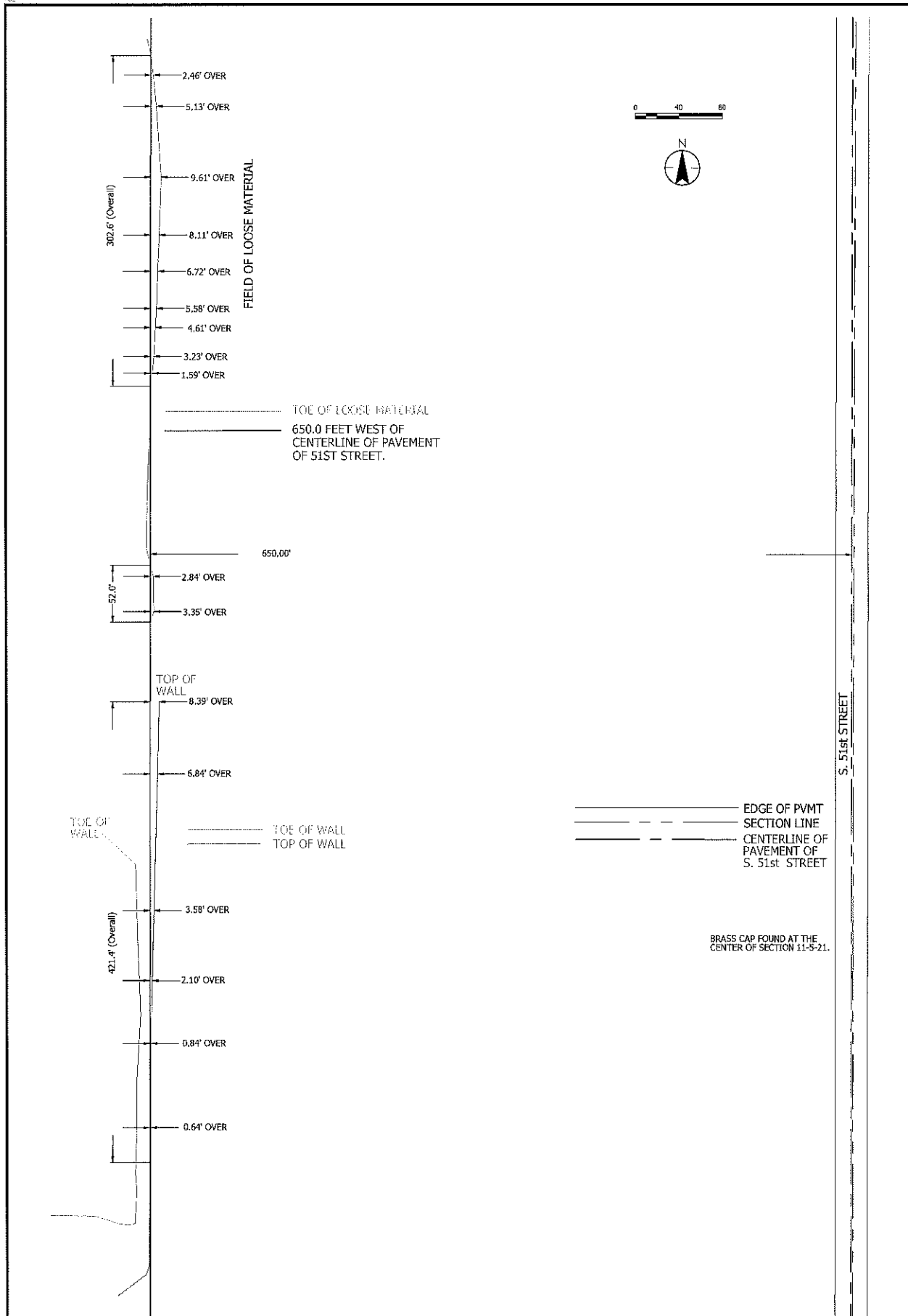
Stantec is planning to mobilize to the site later in 2016 to obtain field survey measurements in Area B to confirm the setback location relative to the quarrying operation in this area.

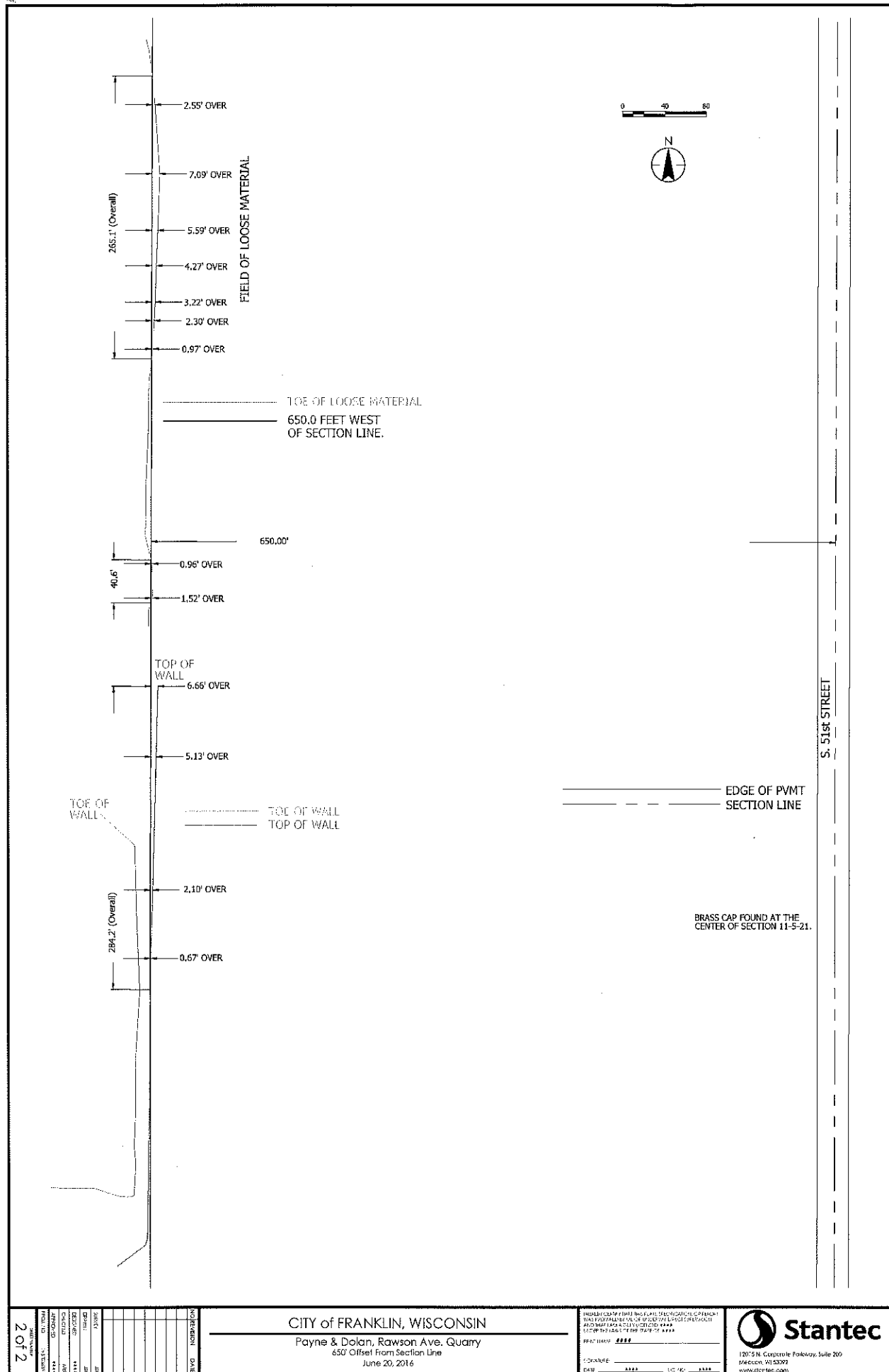
Stantec appreciates the opportunity to complete this work on behalf of the City. If anyone has any questions please let me know.

Mike Roznowski, CHMM
Principal / Industrial Team Leader
Stantec Consulting Services Inc.
Office: 920.278-3200
Cell: 920.655.1852
Fax: 920.592.8400
mike.roznowski@stantec.com

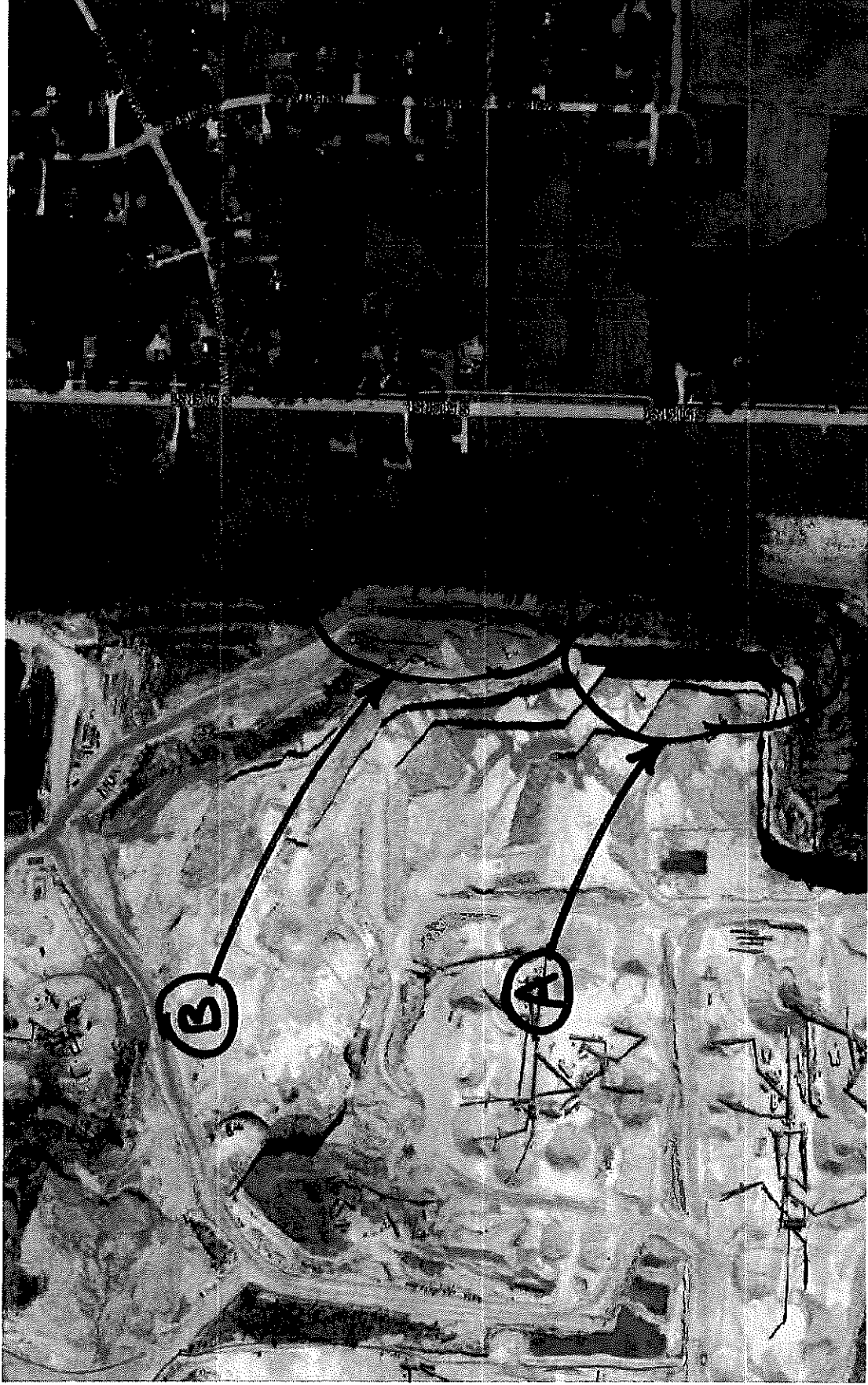
Attachments: Figure 1 of 2	City of Franklin, WI, Payne & Dolan, Rawson Ave. Quarry 650 Offset From Pavement Centerline of 51st Street, June 20, 2016
Figure 2 of 2	City of Franklin, WI, Payne & Dolan, Rawson Ave. Quarry 650 Offset From Section Line, June 20, 2016
Photo	Aerial Photograph from Google maps; with annotations
Photo	Two (2) identical photos; one (1) with annotations and one (1) without

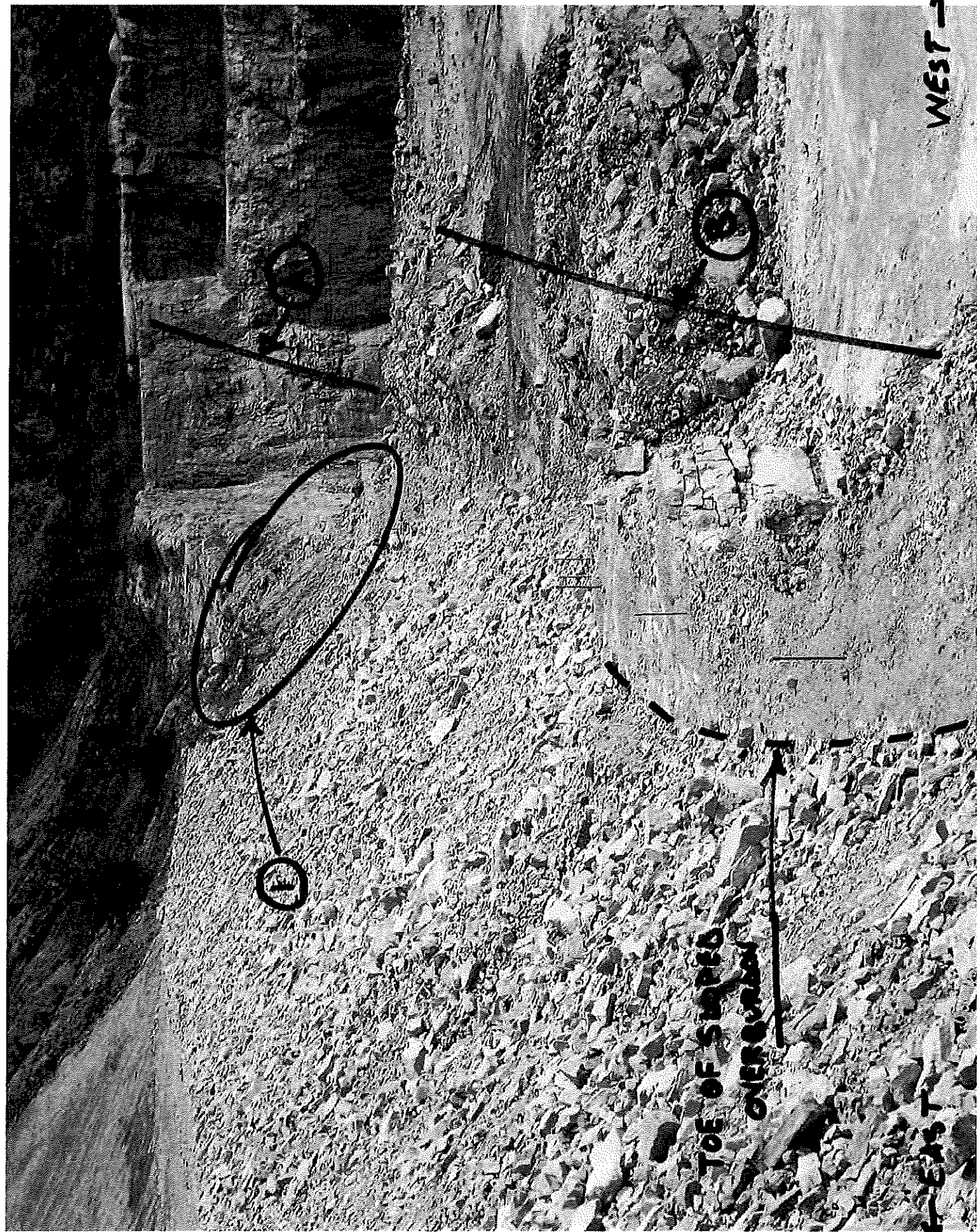
c. Project FTP site



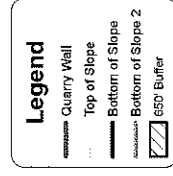


Google Maps City of Franklin - Payne & Dolan - Stantec Consulting (areas surveyed June 20, 2016)





2016 Quarry Field Survey Data



2015 Orthophoto



This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

City of Franklin
GIS Department
9229 W. Loomis Rd.
Franklin, WI 53132
www.franklinwi.gov

BY: TBN 12/14/2016
C:\Users\TBN\Documents\2016_SurveyData\Map to Franklin 2016 22 - 24.mxd



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JANE C. KASSIS,
LEGAL SECRETARY

MEMO

TO: Joel Dietl, Zoning Administrator
FROM: Jesse A. Wesolowski, City Attorney
RE: Quarry Monitoring Committee query re: "centerline"
DATE: January 11, 2017

Background

You advised that the "Quarry Monitoring Committee would like a legal opinion from you about the meaning/definition of 'the current centerline of 51st Street' from Section 13.26R.1.a. of PDD No. 23." I reviewed Ordinance No. 97-1456, An Ordinance to Create Section 13.26 of the Zoning Code, Ordinance No. 221, Establishing Planned Development District No. 23 (Limestone Quarry and Mixed Use), adopted on June 3, 1997.

I previously advised that the Extraction Area boundary from the then "current centerline of 51st Street: 650 feet" states that no limestone shall be extracted from the area within that 650 feet, whether it be measured from the top of the quarry pit 'wall', the middle of the quarry pit 'wall' or the bottom of the quarry pit; that it is a vertical boundary determination; and that where the 51st Street centerline physically existed was and is engineering surveying territory. Upon a re-review, my answer remains the same.

Analysis

I researched the Unified Development Ordinance, the Municipal Code, the Wisconsin Statutes, the Wisconsin Administrative Code and Wisconsin caselaw on a 'keysearch' basis for "centerline" and "centerline & definition" and found no definition of "centerline". Merriam Webster Unabridged: "center line *noun* 1: a straight or curved line that continuously bisects a plane figure (as a building plan, a machine-work layout, or the surface of a paved highway or playing field)."

The following provisions of PDD No. 23 were specifically reviewed, as well as the maps in Exhibit 6 and Exhibit 11 to the Ordinance.

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Section 13.26 ***

R. Extraction Area Boundaries.

1. The ultimate boundaries of the Extraction Area shall be as follows:

a. From current centerline of 51st Street: 650 feet. *****

Section 13.26 ***

B. Definitions. The following definitions shall apply to this Ordinance: ***

7. Extraction: The process of mining and removing the limestone natural resource by any method, including drilling and blasting, excavating and other means.
8. Extraction Area: Location of the permitted Extraction activity on the Property within the setbacks established in subsection R of this Ordinance.
9. Extraction Operations and Facilities: The process of mining and removing the limestone natural resource on the Property by any method, including drilling and blasting, excavating, and other means, and the related accessory use and storage of explosives, the related accessory dewatering of the quarry, the related accessory use, storage and maintenance of equipment and materials, the related accessory loading, hauling, conveyance, dumping and storage of shot rock, and the related accessory use, construction, installation, alteration, relocation and maintenance of accessory related haul roads, ramps, sumps and settling basins, catch benches, conveyors, drain pipes and channels and similar features, structures and equipment, and related accessory uses and facilities. ****

Section 13.26 ***

A. Exhibits ***

2. *** Except as is otherwise specifically stated in this Ordinance, the development of the Extraction Area and the location and layout of operations and facilities in the Extraction Area shall be at the discretion of the Operator. ***

B. Definitions. The following definitions shall apply to this Ordinance: ***

13. Nonextraction Area: That part of the Property located outside of the Extraction Area. ***
21. Stripping Operations and Facilities: The process of removing the overburden to gain access to the minable limestone, and the use, construction, installation, alteration, relocation and maintenance of all related accessory structures and equipment, and the loading, hauling, dumping, storage and stockpiling of stripped material, and related accessory uses and facilities. ***

C. Purposes and Uses: ***

2. The uses authorized under this Ordinance, as defined under subsection B, above, are as follows: ***

d. The Uses permitted by this Ordinance on grade, outside the quarry pit, shall remain subject to all other applicable ordinances to the same extent as other permitted uses under the City Municipal and Zoning Codes, as amended, i.e., building permit, zoning compliance permit, site plan approval and other applicable regulations. The terms and provisions of this ordinance shall not be construed as a waiver of such other applicable ordinances. The uses permitted by this Ordinance within the quarry pit, in light of the continuing development and movement of operations and facilities, and the protected location of such operations and facilities shall not be subject to such ordinances except as is specifically required by this Ordinance. Notwithstanding any other language of this Ordinance apparently to the contrary, the operator shall not be required to apply for or obtain any such permits or approvals to continue its operations on land where it could lawfully conduct such operations prior to the date of adoption of this Ordinance or to continue using structures or other facilities which it could lawfully use prior to such date. ***

R. Extraction Area Boundaries. ***

3. Any Extraction for shoreline contouring that may be required as part of the detailed reclamation plan under subsection S of this Ordinance may take place outside of the Extraction Area boundaries. Further, Stripping Operations may occur outside of the Extraction area boundaries to provide a safety and access shelf, as a safety and access shelf is generally exposed at the top of rock, outside the Extraction limits, and the overburden is sloped upward and outward from the safety and access shelf at a slope generally not steeper than 1-1/2:1.

4. Operator shall not have any right to apply for any future expansion beyond the ultimate Extraction Area boundaries set forth under this subsection R. Operator shall acknowledge this restriction by the execution of a waiver of any present or future right to apply for any permission for extraction use of the property beyond such ultimate extraction area boundaries, as a condition of the approval of this Ordinance. The waiver shall be in recordable form acceptable to the City Attorney and be delivered to the City prior to the effective date of this Ordinance. The waiver shall become effective upon the effective date of the portions of this Ordinance affecting the Extraction Area and the provision of shall run with the land and be the provisions of binding upon Operator's heirs, successors and assigns. Further, such waiver shall also provide that any and all crushing/processing, maintenance/staging, and office/sales or any other quarry Operations or Facilities located west of the Root River, the two river crossings, and the 68th Street access for quarry related uses shall cease and be removed and the area restored prior to January 1, 2004.

5. The Operator shall obtain and deliver to the City annually two prints of an aerial photo of the Property. ***

Z. Biannual Reporting.

To assist the City in the administration of this Ordinance, the Operator shall report to

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the Plan Commission approximately every two (2) years from and after the effective date of the portions of this Ordinance affecting the Extraction Area. ***

FF. Effective Date. ***

3. The portions of this Ordinance affecting the Extraction Area shall not take effect until each of the following conditions precedent have been satisfied or waived: the acquisition of any property included in the Property not currently owned by the Operator, and the exchange of property with Vulcan to facilitate relocation of its Quarry-Related Operations and Facilities east of the Root River, the granting or issuance of all local, state and Federal permits or approvals required to accomplish the expansion of the Operator's Extraction operations to the full extent contemplated in this Ordinance, and the relocation of Operator's Crushing, Processing and Stockpiling Operations and Facilities to the Floor of the Extraction Area, in a manner satisfactory to Operator. ***

6. The effective date for those portions of this Ordinance affecting the Extraction Area shall not occur until:

a. The fee title acquisition by the Operator of all real property subject to this ordinance.

1 b. Operator s hall submit restrictive covenants regulating all areas of land constituting the buffer strip owned by Operator outside of the Property for review and approval by the City Planning and Zoning Administrator. Such restrictive covenants shall provide that the buffer area shall remain open space, except to the extent already developed, and except to the extent that City approvals have already been obtained, and except for potential wetlands mitigation in the area between 51st Street and the Operator's berm near the southern boundary of the Property, until any proposed development may be approved by the City. ***

GG. Interpretation.

All terms and conditions in this Ordinance shall be to the benefit of the general public for the mitigation of impacts of the extraction activities on the neighboring community. Except as otherwise specifically provided in this Ordinance, all references to local, state or federal laws in this Ordinance shall mean such laws as amended from time to time to the extent they are applicable.

Options

1. As the Quarry Monitoring Committee and staff deems appropriate.

Recommendation

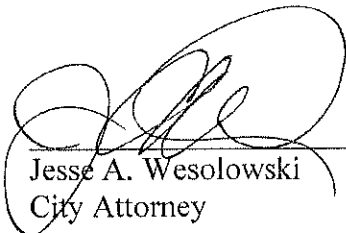
Not applicable.

January 11, 2017

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Fiscal Note

None noted.



Jesse A. Wesolowski
City Attorney

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/21/2017
REPORTS & RECOMMENDATIONS	REVIEW OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FRANKLIN AND STANTEC CONSULTING SERVICES INC. FOR QUARRY MONITORING SERVICES FOR 2017	ITEM NUMBER <i>C.14.</i>

At its February 8, 2017 meeting, the Quarry Monitoring Committee approved a motion to direct staff to prepare a final proposed quarry monitoring contract with Stantec Consulting Services Inc. for Common Council consideration, based upon the input and direction provided by the Committee. A proposed draft Professional Services Agreement with Stantec Consulting Services Inc. (including a Quarry Monitoring Services, Scope of Work and Associated Cost) is hereby attached.

It can be noted that this would be the fifth consecutive year such a contract has been entered into with Stantec Consulting Services Inc. for quarry monitoring services. Similar to previous years, this contract includes blast monitoring services and onsite operations monitoring, and similar to last year, a field survey of a portion of the quarry wall along S. 51st Street and an end-of-year report.

COUNCIL ACTION REQUESTED

Motion to approve the Quarry Monitoring Professional Services Agreement with Attachment A containing service details and costs as provided by Stantec Consulting Services Inc. and to authorize staff to enter into said agreement not to exceed \$43,000 subject to technical corrections by staff and the City Attorney.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "AGREEMENT"), made and entered into this _____ day of _____, 2017, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "the CITY") and Stantec Consulting Services Inc. (hereinafter "the CONTRACTOR"), whose principal place of business is 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092.

WITNESSETH

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

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

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

II. FEES AND PAYMENTS

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

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

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Michael Roznowski, Associate, Industrial Team Leader, will serve as Project Manager and will coordinate the work of the CONTRACTOR, and will be solely responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT.
- B. Joel Dietl, Planning Manager, will serve as the representative of the City for all issues relating to administration of this AGREEMENT

V. TERMINATION

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

VI. INSURANCE

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

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

E. Professional Liability

\$1,000,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TERM AND TIME FOR COMPLETION

- A. The initial term of this agreement shall be nine months from receipt of a Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for eight

months, thereby leaving one month to compile, report, and present results for the final period and to provide any required summary information and recommendations.

- B. In order to enable the City to evaluate its complete quarry monitoring program and to consider altering the scope of work required for future years, the initial term may be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR. Each such subsequent term may also be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR.
- C. The CONTRACTOR shall commence immediately upon receipt of a Notice to Proceed, not to exceed 30 days from the date approved by the Common Council.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. CONFLICT OF INTEREST

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

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

XII. PROFESSIONALISM

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

XIII. PURSUANT TO LAW

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

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

CITY OF FRANKLIN, WISCONSIN

CONTRACTOR

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

QUARRY MONITORING SERVICES

SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2017.

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
Operations Monitoring	daily	\$790	24	\$18,960	Visual assessments around quarry perimeter, concentrating along Rawson Avenue adjacent quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds.
Blast Monitoring	4- and 8-week periods	\$19,140	Three (3) separate 4-week periods and One (1) 8-week period	\$19,140	In the past, Stantec has completed a variety of two-week periods (defined as 12-14 days) of seismic monitoring. In 2017, Stantec will complete three 4-week periods and one longer 8-week period of seismic monitoring. To do so, we are planning to revise the equipment set-up to include an external power source that we would provide. This means the seismograph can begin monitoring and run continuously, and thereby reduces the number of mobilizations for set-up and take down the equipment to one at the start of the period and one at the end of the period. With continuous power being available, the memory capacity of the seismograph becomes the limiting factor affecting the frequency of our visits. Therefore, we plan to report to the monitoring site every two weeks to download the data. Thus, the proposed scope for continuous monitoring would include the following: <ul style="list-style-type: none"> • Mobilize to initial vault location and set up equipment • Visit site every other week to collect data (equipment could be moved from one vault to the other during this visit – such relocation will not result in an extra fee) • Provide summary letter of findings for most recent 2-week period • De-mobilize equipment at end of period
Field Survey (Area along 51 st street to be mined during 2017)	One time	\$2,900	1	\$2,900	Stantec will survey, with a Payne & Dolan representative present, the top and bottom of the easterly mined quarry wall, labelled as Area B of attached, and will provide the following mapping, to include: <ul style="list-style-type: none"> • The section lines along S. 51st Street, including the section corner monuments at Drexel Avenue, Rawson Avenue and the section monument between said Drexel and Rawson avenues. • The centerline of the pavement of S 51st Street. • The lower and upper edge of the quarry mining excavation labelled as Area B • A 650' setback line, based on said section lines. • A 650' setback line, based on the centerline of pavement of S 51st Street.
End-of-year Report	report	\$2,000	1	\$2,000	Report summarizing Operations Monitoring and Blast Monitoring completed during year.
TOTAL (compare to budget: \$43,000)				\$43,000	

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2017
REPORTS AND RECOMMENDATIONS	Moving Franklin Forward. Common Council Action to Direct and Support All City of Franklin Public Officials and Staff to Take All Reasonable and Necessary Actions in Furtherance of the City of Franklin's Vision Statement "to Enhance the Quality of Life for Present and Future Generations by Providing Economic Growth through the Highest Quality of Residential, Recreational, and Business Development in Southeastern Wisconsin"; to Promote the City of Franklin Mission Statement "to Make Franklin the Primary Destination to Live and Learn, Work and Play, and to Do Business"; and to Repeal and Rescind any Prior Actions and Directions Inconsistent Therewith (Ald. Barber; Ald. Taylor)	ITEM NUMBER <i>G.15.</i>

The Planning Manager has reviewed and considered the above subject matter with Department of City Development staff and recommends approval. The City Engineer has reviewed and considered the subject matter with Engineering Department staff and recommends approval. The Economic Development Director has reviewed and considered the subject matter and recommends approval.

COUNCIL ACTION REQUESTED

A motion to direct and support all City of Franklin Public Officials and Staff to take all reasonable and necessary actions in furtherance of the City of Franklin's Vision Statement "to enhance the quality of life for present and future generations by providing economic growth through the highest quality of residential, recreational, and business development in Southeastern Wisconsin"; to direct and support all City of Franklin Public Officials and Staff to promote the City of Franklin Mission Statement providing in part "to make Franklin the primary destination to live and learn, work and play, and to do business"; and to repeal and rescind any prior actions and directions inconsistent therewith, including, but not limited to the terms of an adopted motion on June 10, 2015 under meeting agenda item C.3. pertaining to development in the area of South 27th Street and West South County Line Road, providing "that no action be taken by any person associated with the City of Franklin regarding the entering of contracts or the negotiations of such contracts concerning a new business park until specifically directed by this Common Council as a result of a majority vote of this Council."

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 2/21/2017
Reports & Recommendations	SURVEY OF PROPERTY OWNERS FOR THE NEED TO EXTEND SANITARY SEWER AND WATER UTILITIES IN A CORRIDOR ALONG S. 76TH STREET FROM W. OAKWOOD ROAD TO W 1,465 FEET NORTH OF W. RYAN ROAD (STH 100); NORTH SIDE OF W. OAKWOOD ROAD FROM A POINT 670 FEET EAST OF S. 76 TH STREET TO A POINT 1,320' WEST OF S. 76 TH STREET; AND W. RYAN ROAD (STH 100) FROM A POINT 1,250 FEET EAST OF S. 76 TH STREET TO A POINT 2,660 FEET WEST OF S. 76 TH STREET.	ITEM NO. <i>G.16.</i>

BACKGROUND

Staff has recently received a request to extend sanitary sewer and municipal water service for a proposed single family residential development with approximately 75 units on the northwest corner of S. 76th Street and W. Oakwood Road. This parcel is also known as Schweitzer property. The same developer is considering a development on a 17 acre parcel further to the north and on the west side of S. 76th Street presently owned by Southbrook Church.

ANALYSIS

Much of this area has been previously surveyed and the responses were marginally opposed to the projects but it is believed that the owners in the area are increasingly in favor of extension of utilities to this area. A new survey will document the current positions.

Some of the area along W. Ryan Road does have water service and only needs sewer service. Most of the area indicated on the attached exhibit has neither water nor sanitary sewer service.

Extension of public sewer will help utilize the large investment placed into the extension of the Ryan Creek Interceptor sewer. The sewer in this area will connect to the Ryan Creek Interceptor Sewer. The potential developer claims that taking on the burden of extending water and sewer to his development does not work for his financial model.

The Comprehensive Master Plan envisions that this area will be developed with public sewer and water. The existing zoning districts in this area (R-2, R-8) require public sewer and water. Extension of public sewer and water will greatly help this area develop to its full potential.

Interest has been expressed periodically in the past (by a few property owners and/or developers), in developing within this area, particularly if public sewer and water were available. The most interest has been in the northwest corner of S. 76th Street and W. Ryan Road (STH 100). Planning, Economic Development and Engineering Staff believe that extension of utilities in this area will increase development. These discussions of utility extensions have already resulted in conversations with the owners of the lands on the SE corner of S. 76th Street and W. Ryan Road regarding their interest in improved utility access to support development.

Attached are spreadsheets indicating the potential water and sewer assessments for benefitting properties. Due to the preliminary and conservative nature of estimating the utility extensions, it is anticipated that each property would be assessed at the maximum allowable rate and the City would burden the significant remainder of the costs. Once survey results are tabulated, Staff can propose a timely phased approach to extensions and refine the estimated project costs.

OPTIONS

Proceed with a survey.

or

Table the matter for now.

FISCAL NOTE

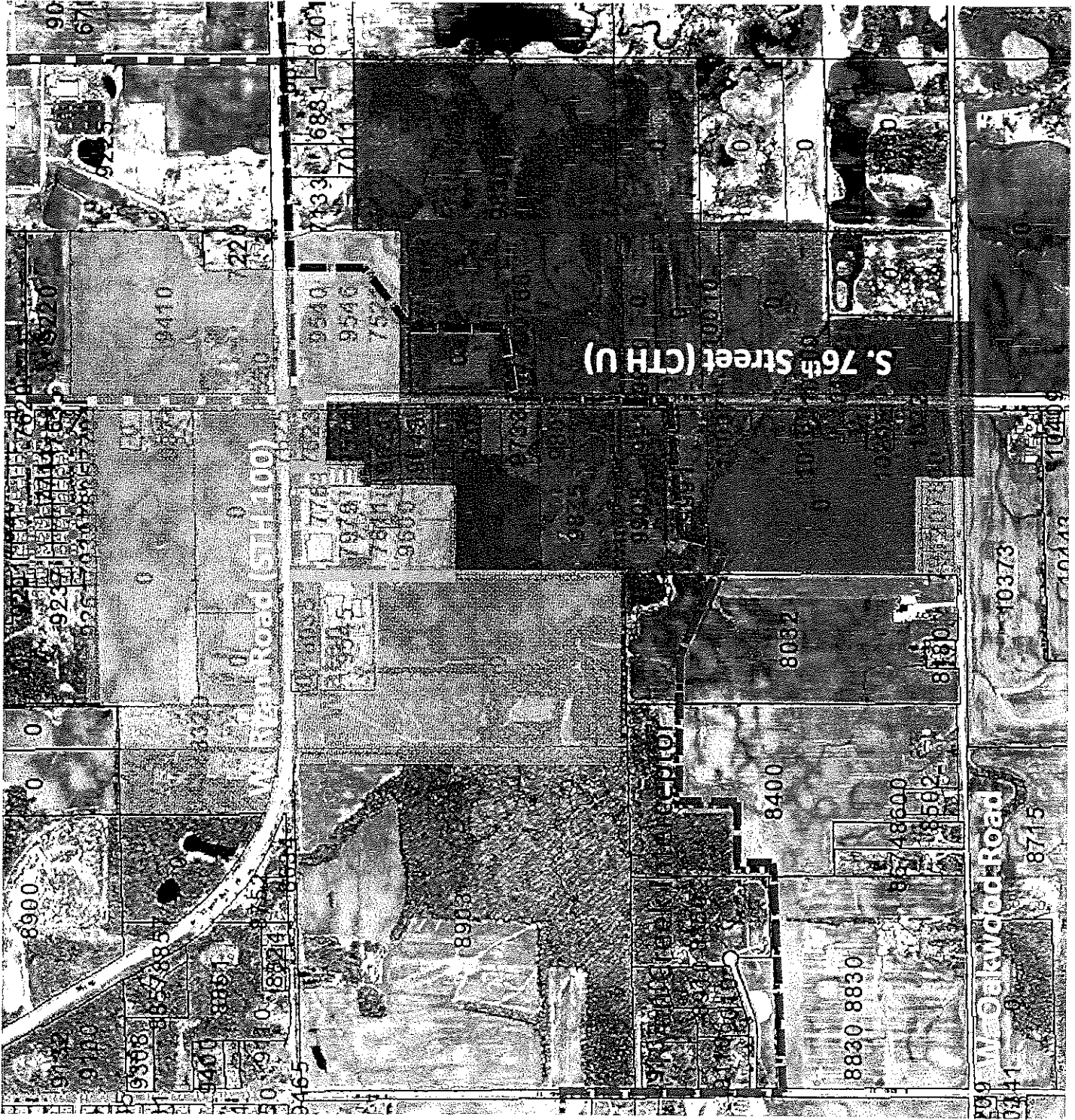
The 2017 Mayor's budget anticipated this potential project in 2018. Further discussion pending responses from property owners.

RECOMMENDATION

motion to direct staff to survey of property owners for the need to extend sanitary sewer and water utilities in a corridor along S. 76th Street from W. Oakwood Road to a point 1,465 feet north of W. Ryan Road (STH 100); north side of W. Oakwood Road from a point 670 feet east of S. 76th Street to a point 1,320' west of S. 76th Street; and W. Ryan Road (STH 100) from a point 1,250 feet east of S. 76th Street to a point 2,660 feet west of S. 76th Street.

ENGINEERING DEPARTMENT: GEM

Survey for Water and Sewer

Survey for
Sewer Only

Water Main Extension Along S. 76th Street from W. Ryan Road to W. Oakwood Road										
Tax Key	Address	Owner	Assessment Footage (a)	Cost (b)	Impact Fee	ROW Lateral (c)	Sub Total Utility Costs (d)	Private Lateral (e)	TOTAL COSTS	NOTES
896 9986 000	9571 S. 76th Street	Burch	297	\$ 27,784.35	\$ 2,281	\$ 2,000	\$ 32,065.35	\$ 3,000	\$ 35,065.35	
896 9993 000	9621 S. 76th Street	Paap	235	\$ 26,867.55	\$ 2,281	\$ 2,000	\$ 31,148.55	\$ 3,000	\$ 34,148.55	1
896 9994 002	0 S. 76th Street	Hribar	100	\$ 11,433.00	\$ 2,281	\$ 2,000	\$ 15,714.00	\$ 4,500	\$ 20,214.00	2
896 9994 003	9643 S. 76th Street	DESM Property	266.11	\$ 30,424.36	\$ 2,281	\$ 2,000	\$ 34,705.36	\$ 3,000	\$ 37,705.36	
896 9995 000	9675 S. 76th Street	Hribar	120	\$ 13,719.60	\$ 2,281	\$ 2,000	\$ 18,000.60	\$ 3,000	\$ 21,000.60	1
896 9998 000	9809 S. 76th Street	Selke	248.98	\$ 23,292.08	\$ 2,281	\$ 2,000	\$ 27,573.08	\$ 3,000	\$ 30,573.08	
896 9999 004	9705 S. 76th Street	Hannagan	226.5	\$ 21,189.08	\$ 2,281	\$ 2,000	\$ 25,470.08	\$ 3,000	\$ 28,470.08	
896 9999 007	9733 S. 76th Street	Southbrook Church	285	\$ 32,584.05	\$ 2,281	\$ 2,000	\$ 36,865.05	\$ 3,000	\$ 39,865.05	
896 9999 008	0 S. 76th Street	Southbrook Church	158	\$ 18,064.14	\$ 2,281	\$ 2,000	\$ 22,345.14	\$ 3,000	\$ 25,345.14	
896 9999 010	9875 S. 76th Street	Demark	346.66	\$ 32,430.04	\$ 2,281	\$ 2,000	\$ 36,711.04	\$ 6,000	\$ 42,711.04	3
897 9997 000	0 S. 76th Street	Duranso	795.18	\$ 74,389.09	\$ 2,281	\$ 2,000	\$ 78,670.09	\$ 3,000	\$ 81,670.09	
897 9998 000	9768 S. 76th Street	Houtler Living Trust	199.1	\$ 18,625.81	\$ 2,281	\$ 2,000	\$ 22,906.81	\$ 3,000	\$ 25,906.81	
897 9999 000	9830 S. 76th Street	Milwaukee County	663.47	\$ 62,067.62	\$ 2,281	\$ 2,000	\$ 66,348.62	\$ 3,000	\$ 69,348.62	
933 9987 000	0 S. 76th Street	Milwaukee County	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4
933 9990 001	9910 S. 76th Street	Hinz	265.3	\$ 24,818.82	\$ 2,281	\$ 2,000	\$ 29,099.82	\$ 3,000	\$ 32,099.82	
933 9990 002	0 S. 76th Street	Milwaukee County	100	\$ 9,355.00	\$ 2,281	\$ 2,000	\$ 13,636.00	\$ 3,000	\$ 16,636.00	
933 9991 000	0 S. 76th Street	Milwaukee County	348.2	\$ 32,574.11	\$ 2,281	\$ 2,000	\$ 36,855.11	\$ 3,000	\$ 39,855.11	
933 9992 000	10010 S. 76th Street	Milwaukee County	165	\$ 15,435.75	\$ 2,281	\$ 2,000	\$ 19,716.75	\$ 3,000	\$ 22,716.75	
933 9993 000	0 S. 76th Street	Milwaukee County	405.77	\$ 37,959.78	\$ 2,281	\$ 2,000	\$ 42,240.78	\$ 3,000	\$ 45,240.78	
933 9994 000	10100 S. 76th Street	Schweitzer, Vernon	419.23	\$ 39,218.97	\$ 2,281	\$ 2,000	\$ 43,499.97	\$ 3,000	\$ 46,499.97	
933 9995 000	0 S. 76th Street	Milwaukee County	886.5	\$ 82,932.08	\$ 2,281	\$ 2,000	\$ 87,213.08	\$ 3,000	\$ 90,213.08	
934 9989 000	9913 S. 76th Street	Duldulac	330	\$ 30,871.50	\$ 2,281	\$ 2,000	\$ 35,152.50	\$ 3,000	\$ 38,152.50	
934 9990 000	9909 S. 76th Street	Morgan	100	\$ 9,355.00	\$ 2,281	\$ 2,000	\$ 13,636.00	\$ 3,000	\$ 16,636.00	
934 9991 003	9905 S. 76th Street	Branback	100	\$ 9,355.00	\$ 2,281	\$ 2,000	\$ 13,636.00	\$ 6,000	\$ 19,636.00	5
934 9993 001	9991 S. 76th Street	Schweitzer Trust	360	\$ 33,678.00	\$ 2,281	\$ 2,000	\$ 37,959.00	\$ 3,000	\$ 40,959.00	
934 9994 001	10007 S. 76th Street	Knoping	330	\$ 30,871.50	\$ 2,281	\$ 2,000	\$ 35,152.50	\$ 3,000	\$ 38,152.50	
934 9992 002	10225 S. 76th Street	Spencer	239.34	\$ 22,390.26	\$ 2,281	\$ 2,000	\$ 26,671.26	\$ 3,000	\$ 29,671.26	
934 9992 006	0 S. 76th Street	Schweitzer, Karen	180	\$ 16,839.00	\$ 2,281	\$ 2,000	\$ 21,120.00	\$ 3,000	\$ 24,120.00	
934 9992 010	0 S. 76th Street	Schweitzer Family Ptnrshp	528	\$ 49,394.40	\$ 2,281	\$ 2,000	\$ 53,675.40	\$ 3,000	\$ 56,675.40	
934 9992 011	10205 S. 76th Street	Schweitzer, Roy	207	\$ 19,364.85	\$ 2,281	\$ 2,000	\$ 23,645.85	\$ 3,000	\$ 26,645.85	
934 9995 000	10165 S. 76th Street	Schweitzer, David	180	\$ 16,839.00	\$ 2,281	\$ 2,000	\$ 21,120.00	\$ 3,000	\$ 24,120.00	
934 9996 000	10131 S. 76th Street	Trentacosti	180	\$ 16,839.00	\$ 2,281	\$ 2,000	\$ 21,120.00	\$ 3,000	\$ 24,120.00	

NOTES:

- Assessment Footage values need to be verified with plats and individual property descriptions.
 - Assessment Costs are assuming the maximum value of \$93.55/assessment foot for single-family, two-family, and agriculture zoned property and \$114.33/assessment foot for business, industrial, institutional, or multi-family zoned property.
 - Costs of laterals within the ROW will depend on the depth, location, conflicts with other utilities, etc.
 - The Utility Costs can be financed through the City per the direction of Common Council.
 - Homeowner will need to find a private contractor to perform this service.
- This is a single-family home that is zoned M-1 and is therefore being assessed at the higher rate of \$114.33/assessment foot.
 - This is an empty lot zoned M-1 and any lateral would be over 300 feet long to serve a potential building.
 - The lateral would be over 900 feet long to serve the existing house.
 - This property is zoned FW and most likely will not be developed.
 - This is a flag lot and the lateral would be over 700 feet long to serve the existing house.

W. Ryan Road/S. 76th Street Sanitary Sewer Project											
Southern Section (South of W. Ryan Road)											
Tax Key	Address	Owner	Assessment Footage (a)	Cost (b)	Connection Fee	ROW Lateral (c)	Sub Total Utility Costs (d)	Private Lateral (e)	Abandon Septics (e)	TOTAL COSTS	NOTES
896 9986 000	9571 S. 76th Street	Burch	297	\$ 33,956.01	\$ 600	\$ 4,060	\$ 38,616.01	\$ 5,000	\$ 2,000	\$ 45,616.01	
896 9993 000	9621 S. 76th Street	Paap	235	\$ 32,975.20	\$ 600	\$ 4,060	\$ 37,635.20	\$ 5,000	\$ 2,000	\$ 44,635.20	1
896 9994 002	0 S. 76th Street	Hribar	100	\$ 14,032.00	\$ 600	\$ 4,060	\$ 18,692.00	\$ 7,500	\$ -	\$ 26,192.00	2
896 9994 003	9643 S. 76th Street	DESM Property	266.11	\$ 37,340.56	\$ 600	\$ 4,060	\$ 42,000.56	\$ 5,000	\$ 2,000	\$ 49,000.56	
896 9995 000	9675 S. 76th Street	Hribar	120	\$ 16,838.40	\$ 600	\$ 4,060	\$ 21,498.40	\$ 5,000	\$ 2,000	\$ 28,498.40	3
896 9998 000	9809 S. 76th Street	Selke	248.98	\$ 28,465.88	\$ 600	\$ 4,060	\$ 33,125.88	\$ 5,000	\$ 2,000	\$ 40,125.88	
896 9999 004	9705 S. 76th Street	Hannagan	226.5	\$ 25,895.75	\$ 600	\$ 4,060	\$ 30,555.75	\$ 5,000	\$ 2,000	\$ 37,555.75	
896 9999 007	9733 S. 76th Street	Southbrook Church	285	\$ 39,991.20	\$ 600	\$ 4,060	\$ 44,651.20	\$ 5,000	\$ -	\$ 49,651.20	
896 9999 008	0 S. 76th Street	Southbrook Church	158	\$ 22,170.56	\$ 600	\$ 4,060	\$ 26,830.56	\$ 5,000	\$ -	\$ 31,830.56	
896 9999 010	9875 S. 76th Street	Demark	346.66	\$ 39,633.64	\$ 600	\$ 4,060	\$ 44,293.64	\$ 10,000	\$ 2,000	\$ 56,293.64	4
	7521 W. Ryan Road										
897 9996 000	9546 S. 76th Street	O'Malley	934.5	\$ 106,841.39	\$ 600	\$ 4,060	\$ 111,501.39	\$ 5,000	\$ -	\$ 116,501.39	
897 9997 000	0 S. 76th Street	Duranso	795.18	\$ 90,912.93	\$ 600	\$ 4,060	\$ 95,572.93	\$ 5,000	\$ -	\$ 100,572.93	
897 9998 000	9768 S. 76th Street	Houtler Living Trust	199.1	\$ 22,763.10	\$ 600	\$ 4,060	\$ 27,423.10	\$ 5,000	\$ 2,000	\$ 34,423.10	
897 9999 000	9830 S. 76th Street	Milwaukee County	663.47	\$ 75,854.53	\$ 600	\$ 4,060	\$ 80,514.53	\$ 5,000	\$ -	\$ 85,514.53	
933 9987 000	0 S. 76th Street	Milwaukee County	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5
933 9990 001	9910 S. 76th Street	Hinz	265.3	\$ 30,331.75	\$ 600	\$ 4,060	\$ 34,991.75	\$ 5,000	\$ 2,000	\$ 41,991.75	
933 9990 002	0 S. 76th Street	Milwaukee County	100	\$ 11,433.00	\$ 600	\$ 4,060	\$ 16,093.00	\$ 5,000	\$ -	\$ 21,093.00	
933 9991 000	0 S. 76th Street	Milwaukee County	348.2	\$ 39,809.71	\$ 600	\$ 4,060	\$ 44,469.71	\$ 5,000	\$ -	\$ 49,469.71	
933 9992 000	10010 S. 76th Street	Milwaukee County	165	\$ 18,864.45	\$ 600	\$ 4,060	\$ 23,524.45	\$ 5,000	\$ 2,000	\$ 30,524.45	
933 9993 000	0 S. 76th Street	Milwaukee County	405.77	\$ 46,391.68	\$ 600	\$ 4,060	\$ 51,051.68	\$ 5,000	\$ -	\$ 56,051.68	
933 9994 000	10100 S. 76th Street	Schweitzer, Vernon	419.23	\$ 47,930.57	\$ 600	\$ 4,060	\$ 52,590.57	\$ 5,000	\$ 2,000	\$ 59,590.57	
933 9995 000	0 S. 76th Street	Milwaukee County	886.5	\$ 101,353.55	\$ 600	\$ 4,060	\$ 106,013.55	\$ 5,000	\$ -	\$ 111,013.55	
934 9989 000	9913 S. 76th Street	Duldulac	330	\$ 37,728.90	\$ 600	\$ 4,060	\$ 42,388.90	\$ 5,000	\$ 2,000	\$ 49,388.90	
934 9990 000	9909 S. 76th Street	Morgan	100	\$ 11,433.00	\$ 600	\$ 4,060	\$ 16,093.00	\$ 5,000	\$ 2,000	\$ 23,093.00	
934 9991 003	9905 S. 76th Street	Branback	100	\$ 11,433.00	\$ 600	\$ 4,060	\$ 16,093.00	\$ 10,000	\$ 2,000	\$ 28,093.00	6
934 9993 001	9991 S. 76th Street	Schweitzer Trust	360	\$ 41,158.80	\$ 600	\$ 4,060	\$ 45,818.80	\$ 5,000	\$ 2,000	\$ 52,818.80	
934 9992 004	7912 W. Oakwood Road	Schweitzer, Kathleen	180	\$ 20,579.40	\$ 600	\$ 4,060	\$ 25,239.40	\$ 5,000	\$ 2,000	\$ 32,239.40	
934 9992 007	0 W. Oakwood Road	Schweitzer, Roy	180	\$ 20,579.40	\$ 600	\$ 4,060	\$ 25,239.40	\$ 5,000	\$ -	\$ 30,239.40	
934 9992 008	7800 W. Oakwood Road	Stefanec	176.04	\$ 20,126.65	\$ 600	\$ 4,060	\$ 24,786.65	\$ 5,000	\$ -	\$ 29,786.65	
934 9994 001	10007 S. 76th Street	Koopling	330	\$ 37,728.90	\$ 600	\$ 4,060	\$ 42,388.90	\$ 5,000	\$ 2,000	\$ 49,388.90	
934 9997 000	7930 W. Oakwood Road	Konopka	180	\$ 20,579.40	\$ 600	\$ 4,060	\$ 25,239.40	\$ 5,000	\$ 2,000	\$ 32,239.40	

NOTES:

- Assessment Footage values need to be verified with plats and individual property descriptions.
- Assessment Costs are assuming the maximum value of \$114.33/assessment foot for single-family, two-family, and agriculture zoned property and \$140.32/assessment foot for business, industrial, institutional, or multi-family zoned property.
- Costs of laterals within the ROW will depend on the depth of sewer, location of sewer, conflicts with other utilities, etc.
- The Utility Costs can be financed through the City per the direction of Common Council.
- Homeowner will need to find a private contractor to perform these services. It is assumed lots with existing structures will require abandonment of septic.
 - This is a single-family home that is zoned M-1 and is therefore being assessed at the higher rate of \$140.32/assessment foot.
 - This is an empty lot zoned M-1 and any lateral would be over 300 feet long to serve a potential building.
 - This is a single-family home that is zoned M-1 and is therefore being assessed at the higher rate of \$140.32/assessment foot.
 - The lateral would be over 900 feet long to serve the existing house.
 - This property is zoned FW and most likely will not be developed.
 - This is a flag lot and the lateral would be over 700 feet long to serve the existing house.

W. Ryan Road/S. 76th Street Unitary Sewer Project											
Proposed Development through Schweitzer Family Partnership Parcel (934 9992 010)											
Tax Key	Address	Owner	Assessment Footage (a)	Cost (b)	Connection Fee	ROW Lateral (c)	Sub Total Utility Costs (d)	Private Lateral (e)	Abandon Septics (e)	TOTAL COSTS	NOTES
934 9992 002	10225 S. 76th Street	Spencer	239.34	\$ 27,363.74	\$ 600	\$ 4,060	\$ 32,023.74	\$ 5,000	\$ 2,000	\$ 39,023.74	
934 9992 006	0 S. 76th Street	Schweitzer, Karen	180	\$ 20,579.40	\$ 600	\$ 4,060	\$ 25,239.40	\$ 5,000	\$ -	\$ 30,239.40	
934 9992 010	0 S. 76th Street	Schweitzer Family Ptnrshp	3513.66	\$ 401,716.75	TBD	TBD	\$ 401,716.75	TBD	TBD	\$ 401,716.75	7
934 9992 011	10205 S. 76th Street	Schweitzer, Roy	207	\$ 23,666.31	\$ 600	\$ 4,060	\$ 28,326.31	\$ 5,000	\$ 2,000	\$ 35,326.31	
934 9995 000	10165 S. 76th Street	Schweitzer, David	180	\$ 20,579.40	\$ 600	\$ 4,060	\$ 25,239.40	\$ 5,000	\$ 2,000	\$ 32,239.40	
934 9996 000	10131 S. 76th Street	Trentacosti	180	\$ 20,579.40	\$ 600	\$ 4,060	\$ 25,239.40	\$ 5,000	\$ 2,000	\$ 32,239.40	

Northern Section (North of W. Ryan Road)											
Tax Key	Address	Owner	Assessment Footage (a)	Cost (b)	Connection Fee	ROW Lateral (c)	Sub Total Utility Costs (d)	Private Lateral (e)	Abandon Septics (e)	TOTAL COSTS	NOTES
884 9997 000	9410 S. 76th Street	Smith, Steven and Gregory	938	\$ 131,620.16	\$ 600	\$ 4,060	\$ 136,280.16	\$ 5,000	\$ -	\$ 141,280.16	
884 9998 000	7520 W. Ryan Road	Smith, Gregory and Steven	120	\$ 16,838.40	\$ 600	\$ 4,060	\$ 21,498.40	\$ 5,000	\$ -	\$ 26,498.40	
885 9999 002	0 S. 76th Street	Stonewood Glen	100	\$ 11,433.00	\$ 600	\$ 4,060	\$ 16,093.00	\$ 5,000	\$ -	\$ 21,093.00	
885 9999 005	9371 S. 76th Street	Schabowski, Duchateau	317.13	\$ 36,257.47	\$ 600	\$ 4,060	\$ 40,917.47	\$ 5,000	\$ 2,000	\$ 47,917.47	
885 9999 007	0 W. Ryan Road	Katz, Swislow, Leon	647.25	\$ 90,822.12	\$ 600	\$ 4,060	\$ 95,482.12	\$ 5,000	\$ -	\$ 100,482.12	
885 9999 009	0 S. 76th Street	Stonewood Glen	100	\$ 11,433.00	\$ 600	\$ 4,060	\$ 16,093.00	\$ 5,000	\$ 2,000	\$ 23,093.00	

Western Section (West of 76th Street)											
Tax Key	Address	Owner	Assessment Footage (a)	Cost (b)	Connection Fee	ROW Lateral (c)	Sub Total Utility Costs (d)	Private Lateral (e)	Abandon Septics (e)	TOTAL COSTS	NOTES
885 9998 000	8320 W. Ryan Road	Dobron Trust	329.2	\$ 46,193.34	\$ 600	\$ 4,060	\$ 50,853.34	\$ 5,000	\$ 2,000	\$ 57,853.34	8
885 9999 008	0 W. Ryan Road	Joseph, Katz, Swislow	701.84	\$ 98,482.19	\$ 600	\$ 4,060	\$ 103,142.19	\$ 5,000	\$ -	\$ 108,142.19	
886 9999 000	8432 W. Ryan Road	Mazola	100	\$ 11,433.00	\$ 600	\$ 4,060	\$ 16,093.00	\$ 10,000	\$ 2,000	\$ 28,093.00	9
896 9985 000	7623 W. Ryan Road										
896 9985 000	7625 W. Ryan Road	Skarie	262	\$ 36,763.84	\$ 600	\$ 4,060	\$ 41,423.84	\$ 5,000	\$ 2,000	\$ 48,423.84	10
896 9987 001	7761 W. Ryan Road	Mapl Storage	169.5	\$ 23,784.24	\$ 600	\$ 4,060	\$ 28,444.24	\$ 5,000	\$ 2,000	\$ 35,444.24	
896 9987 002	7709 W. Ryan Road	Mapl Storage	165	\$ 23,152.80	\$ 600	\$ 4,060	\$ 27,812.80	\$ 5,000	\$ 2,000	\$ 34,812.80	
896 9996 001	0 W. Ryan Road	Archdiocese of Milwaukee	441.25	\$ 61,916.20	\$ 600	\$ 4,060	\$ 66,576.20	\$ 5,000	\$ -	\$ 71,576.20	
896 9996 002	8035 W. Ryan Road	Worzella	690.56	\$ 96,899.38	\$ 600	\$ 4,060	\$ 101,559.38	\$ 5,000	\$ -	\$ 106,559.38	
896 9996 003	9545 S. 80th Street	Gen3 Ventures	100	\$ 14,032.00	\$ 600	\$ 4,060	\$ 18,692.00	\$ 5,000	\$ 2,000	\$ 25,692.00	
896 9997 000	0 W. Ryan Road	Covenant Community Church	156.75	\$ 21,995.16	\$ 600	\$ 4,060	\$ 26,655.16	\$ 5,000	\$ -	\$ 31,655.16	

NOTES:

- Assessment Footage values need to be verified with plats and individual property descriptions.
- Assessment Costs are assuming the maximum value of \$114.33/assessment foot for single-family, two-family, and agriculture zoned property and \$140.32/assessment foot for business, industrial, institutional, or multi-family zoned property.
- Costs of laterals within the ROW will depend on the depth of sewer, location of sewer, conflicts with other utilities, etc.
- The Utility Costs can be financed through the City per the direction of Common Council.
- Homeowner will need to find a private contractor to perform these services. It is assumed lots with existing structures will require abandonment of septic.
- This property may be developed, at which point in time specific fees can be determined. Assessment Footage shown is a best guess.
- This property is zoned both B-3 and R-3 and is being assessed at the higher rate of \$140.32/assessment foot.
- The lateral would be over 900 feet long to serve the existing house.
- This is a single-family home that is zoned M-1 and is therefore being assessed at the higher rate of \$140.32/assessment foot.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Feb 21, 2017
REPORTS & RECOMMENDATIONS	An Ordinance to Amend Ordinance 2016-2240, An Ordinance Adopting the 2017 Annual Budgets for the Grants Fund for the City of Franklin for Fiscal Year 2017, to Provide Additional Appropriations for Health Grants	ITEM NUMBER <i>G, 17,</i>

Background

The City was awarded a Federal grant to combat substance abuse in October 2016. That Grant operates on a fiscal year ending in Sept 30. Programs to operate the grant did not spend all the allotted grant dollars in the quarter ended Dec 31, 2016 that were provided by the Grant. The 2017 budget includes a full year's worth of expenditures in 2017, providing no opportunity to use the unspent 2016 grant dollars. The Grant provides for limited carryover of unspent funds from one grant year to the next.

Analysis

The Health Director is requesting that the un-used 2016 Grant funds be carried over to 2017 to preserve the resources to combat substance abuse in the City. Un-used 2016 Grant funds will be used to increase the workweek from 30 hours to 40 hours for the Coalition Coordinator position. Sufficient grant funds are available to fund this change in wages and benefits.

Options

Without a budget amendment, \$20,113 of Grant resources could be lost resources that otherwise would have protected Franklin citizens from the injury or death associated with substance abuse.

Recommendation

The Health Director and the Finance Director recommend adoption of the attached Budget Amendment.

Fiscal Impact

Since Grant Resources available equal the additional appropriations, no adverse impact to fund balance results from the proposed budget amendment.

COUNCIL ACTION REQUESTED

Motion adopting An Ordinance to Amend Ordinance 2016-2240, An Ordinance Adopting the 2017 Annual Budgets for the Grants Fund for the City of Franklin for Fiscal Year 2017, to Provide Additional Appropriations for Health Grants

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2017 _____

AN ORDINANCE TO AMEND ORDINANCE 2016-2240, AN ORDINANCE ADOPTING THE 2017 ANNUAL BUDGETS FOR THE GRANTS FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2017, TO PROVIDE ADDITIONAL APPROPRIATIONS FOR HEALTH GRANTS

WHEREAS, the Common Council adopted the 2017 Budget for the City of Franklin providing resources and appropriations for 2017; and

WHEREAS, the City was awarded a \$125,000 Grant in October 2016 to combat substance abuse with a Grant year ending September 30, and

WHEREAS, grant expenditures in the quarter ended December 31, 2016 were underspent and would be lost to the City if re-appropriated in 2017, and

WHEREAS, 2017 budget appropriations would not provide spending the unused 2016 grant funds, and

WHEREAS, the Common Council of the City of Franklin believes these expenditures provide for the well being of the Community.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1	That the 2017 Budget of the Grant Fund be adjusted as follows:			
	Health	Personnel	Increase	\$10,113
	Health	Non-Personnel	Increase	\$10,000
	Health	Grant Revenue	Increase	\$20,113

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2017.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE February 21, 2017
Reports and Recommendations	Common Council Approval of a 5K Community Run/Walk on May 6, 2017	ITEM NUMBER G.18.

Background: Operation Fit Franklin (O.F.F.) is a community health initiative with a simple goal to encourage Franklin residents to live healthy lifestyles. (See flyer.) Steering committee members are focused on achieving this goal by promoting and creating opportunities within Franklin that encourage physical activity, improved nutrition, and emotional well being. As such, O.F.F. is planning to host a 5K Community Run/Walk which is family-friendly and designed for everyone regardless of age or athletic ability.

Operation Fit Franklin was created as a direct result of data obtained through the 2015 City of Franklin Community Health Needs Assessment. Franklin residents were asked to report the top three concerns for themselves and their household. The top three health concerns were: (1) Eating well/nutrition, (2) Exercising/fitness, and (3) Managing weight. In response the Franklin Health Department brought together community partners and Operation Fit Franklin (O.F.F.) was created. Our challenge is great.

Recent WI obesity data reflects the increasing need for community health coalitions to provide environments where individuals and families can be physically active. The November 2016 issue of The Wisconsin Medical Journal was devoted to the obesity epidemic in the state. Current rates of overweight and obese Wisconsin adults are significantly higher than previously reported. Results from The Survey of the Health of Wisconsin were obtained through actual physical assessment verses self-reporting. The data revealed 33% of adults are overweight and an additional 39% of adults are obese.

Analysis: Operation Fit Franklin has focused on promoting opportunities for healthy lifestyles in Franklin. At this time the O.F.F. membership is ready and willing to sponsor a community event for Franklin families to be more physically active. As a result, the 5K Community Run/Walk will be sponsored on May 6, 2017 and staged from the high school location. (Map attached). O.F.F. would plan, implement, and evaluate the community run/walk.

Options: 1. Approve May 6th Community 5KRun/Walk.
2. Recommend alternate O.F.F. event(s).

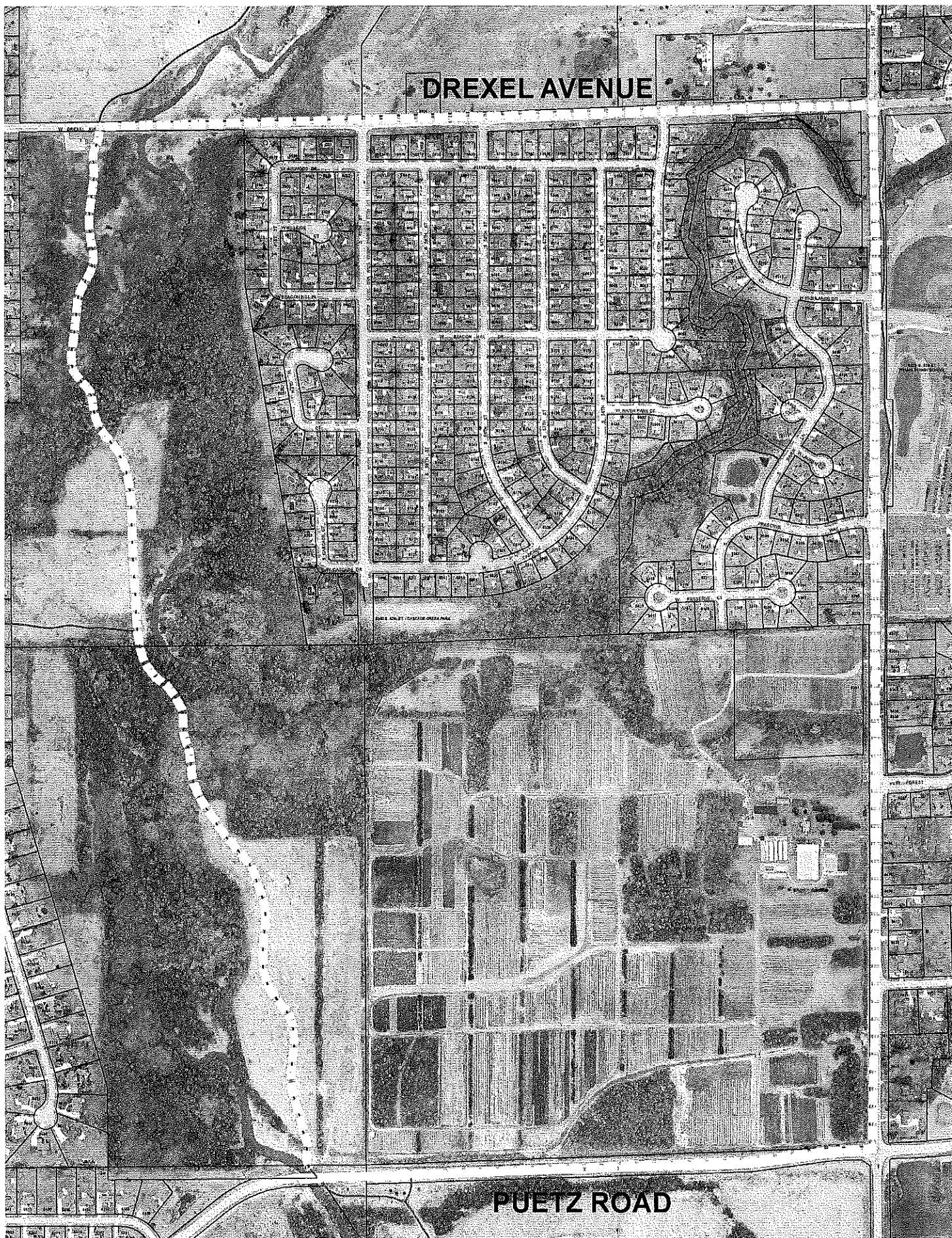
Recommendation: The Health Director recommends approval of the community Run/Walk sponsored by the O.F.F. steering committee.

Fiscal Note:

The Franklin Health Department Prevention grant will be used to partially fund the 5K Run/Walk. Milwaukee County Parks granted a fee waiver to offset the special event permit. In addition, there is a nominal fee for participants (\$10/ person, \$5/child 12 yrs & under, children under 2 yrs free). In kind contributions from O.F.F. community partners are anticipated.

COUNCIL ACTION REQUESTED

Common Council approval of the 5K Community Run/Walk by Operation Fit Franklin.



DREXEL AVENUE

PUETZ ROAD



480 240 0 480 Feet

Legend (GIS Data)
Areal-2015

Legend

3.33 miles



WHAT IS O.F.F.?

Operation Fit Franklin (O.F.F.) is a community initiative with the simple goal of encouraging Franklin residents to live a healthy lifestyle. The City of Franklin is full of opportunities for people who are looking to increase their physical activity and to improve their overall health.

VISION: The vision of O.F.F. is to encourage and to support a healthy lifestyle for all Franklin residents.


MISSION: The Mission of O.F.F. is to:

- **INSPIRE** Franklin residents to participate in a healthy lifestyle where they live, work, learn, and play.
- **INNOVATE** change through a grassroots community health initiative.
- **IMPROVE** the health of the community through the promotion of local activities and resources.



www.facebook.com/OperationFitFranklin

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/21/2017
REPORTS & RECOMMENDATIONS	Health Department Remodel Project Update and Authorization to Execute Asbestos Abatement Agreement with Professional Asbestos Removal & Survey Services Corp.	ITEM NUMBER G.19.

On December 20, 2016, the Common Council unanimously approved a motion "to approve the Health Department remodel requests as part of the City Hall Remodeling Project with coordination by the Building Maintenance Supervisor". The Council Action Sheet stated that "The health department project cost has been estimated at less than \$20,000."

To complete the project as explained and as approved, one wall and a second very short wall were being removed to create a more functional open space. This required adding \$770 to the cost of the project for lead and asbestos testing (State requirement). The project did not anticipate that asbestos would be found in the original 1969 drywall mud. Unfortunately it was, so now a very structured process must be followed to achieve the more functional work space. The City received three quotes from State-listed asbestos abatement contractors: Professional Asbestos Removal & Survey Services Corp. (PARSS) - \$3,449; Integrity Environmental Services, Inc. - \$3,771; Quality Abatement - \$3,848. Additionally, the City will need to pull and then replace a window to provide for direct exterior venting during the mediation process.

Summary of Project Costs:

New Carpeting	\$8,910
Asbestos Testing	770
Asbestos Abatement	3,450
Window Removal/Reinstallation	700
Voice Data Lines (Temporary & Final)	6,890
Electrical Work (removed wall and new wall)	1,500
New Ceiling Tiles, Wires, Grid – Entire Space	700
Drywall Repair Materials, Paint, Supplies	500
New Counter for Rear Area	150
Capping of Under Counter Plumbing	150
Removal, Reinstallation & Testing of Ceiling Mounted Fire Alarm Devices	750
TOTAL	\$24,470

The project estimate is now approximately \$25,000, which is small in the context of the \$1.8 million project, but it does exceed the estimate for the Health Department component by more than 15%, which is often the standard used with capital projects. It was initially anticipated that, in order not to hold up the project and since the cost of abatement was less than the \$5,000 limit for Mayoral approval that has been the practice in Franklin, the contract would be executed sooner.

However, finalization of contract language, creating a project drawing, and providing a strategy for venting delayed execution such that the item has now been placed on this Common Council agenda for its approval. The proposed contract generally follows the boiler plate structure provided by the City Attorney, except the level of insurance coverage is less. Nonetheless, given the limited scope of the project (less than \$5,000 and a small construction area) and given their \$5,000,000 umbrella), the Director of Administration is satisfied that the Certificate of Insurance provided is sufficient. Staff recommends approval

Below is an update on the estimated project timeline:

Feb. 16-21 - Health Department Staff moved/working out of temporary space

Feb. 20-21 – DPW to begin clearing Health Department space

Feb. 22 – Asbestos Abatement Contract Signed

Feb. 22 – Asbestos Abatement work begins with State forms filed/10-day waiting period begins

Feb. 20-March 8 – During 10-day waiting period, staff to remove old ceiling tiles, work stations, grid in wall abatement area, provide for venting, etc. followed by

4-5 days – Staff to make wall repairs, paint, and install new ceiling tiles and grid followed by

1-2 days – Carpeting installed followed by

2 days – Staff to install new work stations followed by

2 days – Electricians and cabling work followed by

2 days (mid March) – Staff move Health Department staff and files, etc. back to new space.

Absent any other direction from the Common Council, the Health Department remodel project will proceed with a new estimated project cost of \$25,000 with all costs being included as part of the larger capital City Hall remodel project.

COUNCIL ACTION REQUESTED

Authorize the Director of Administration to execute a Contractor Services Agreement with Professional Asbestos Removal & Survey Services Corporation for \$3,449.

CONTRACTOR SERVICES AGREEMENT

This AGREEMENT, made and entered into this 22nd day of February, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Professional Asbestos Removal and Survey Services Corp. (PARSS), (hereinafter "CONTRACTOR"), whose principal place of business is 12440 W. Robin Ln., Brookfield, WI 53005.

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide asbestos abatement in the Franklin City Hall – Health Department Remodeling project;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION:

- A. CONTRACTOR shall provide services to CLIENT for asbestos abatement in the Franklin City Hall – Health Department Remodeling project as shown on the drawing attached hereto and as described in CONTRACTOR's proposals to CLIENT dated February 7, 2017, annexed hereto and incorporated herein by reference and attached for convenience, and shall provide CLIENT appropriate documentation confirming legal disposal of said collected materials and waste.
- B. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS: CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in the Attachment, a fixed fee of \$3,449.00, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder upon completion of the asbestos abatement at Franklin City Hall. CLIENT agrees to pay CONTRACTOR's undisputed invoice within 30 days of invoice date for all approved work.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services, which is inclusive of all expenses, without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- C. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.
- D. All final documentation will be forwarded to CLIENT after payment has been received. Note that it may take several weeks for CONTRACTOR to be in receipt of all original reports

III. MODIFICATION AND ADDITIONAL SERVICES:

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.
- B. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than thirty (30) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL:

- A. Robert Tesch, Building Maintenance Supervisor, acting on behalf of the CLIENT, will coordinate the work of the CONTRACTOR, and be primarily responsible for communication within the CLIENT's organization as related to all work originating under this AGREEMENT, and Mark W. Lubenda, Director of Administration, acting on behalf of the CLIENT, will be primarily responsible for communication within the CLIENT's organization as related to issues with the AGREEMENT and its form and/or interpretation,
- B. CLIENT will timely provide CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. CONTRACTOR will appoint, Kim Thorp, VP Field Services & Safety, as CONTRACTOR's Project Manager and the key provider of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION:

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

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

As per the attached Certificate of Insurance

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK:

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.

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

VIII. TIME FOR COMPLETION: CONTRACTOR shall commence on-site abatement work within 2 weeks of execution of this AGREEMENT.

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

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

XI MISCELLANEOUS PROVISIONS:

- A. Professionalism: The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with

all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

- C. Conflict of Interest: CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT. Additionally, CONTRACTOR shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CLIENT.

XII. CONTROLLING TERMS AND PROVISIONS: The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

PARSS

BY: _____

BY: _____

PRINT NAME: Mark W. Luberta

PRINT NAME: Elizabeth Arkowski

TITLE: Director of Administration

TITLE: President

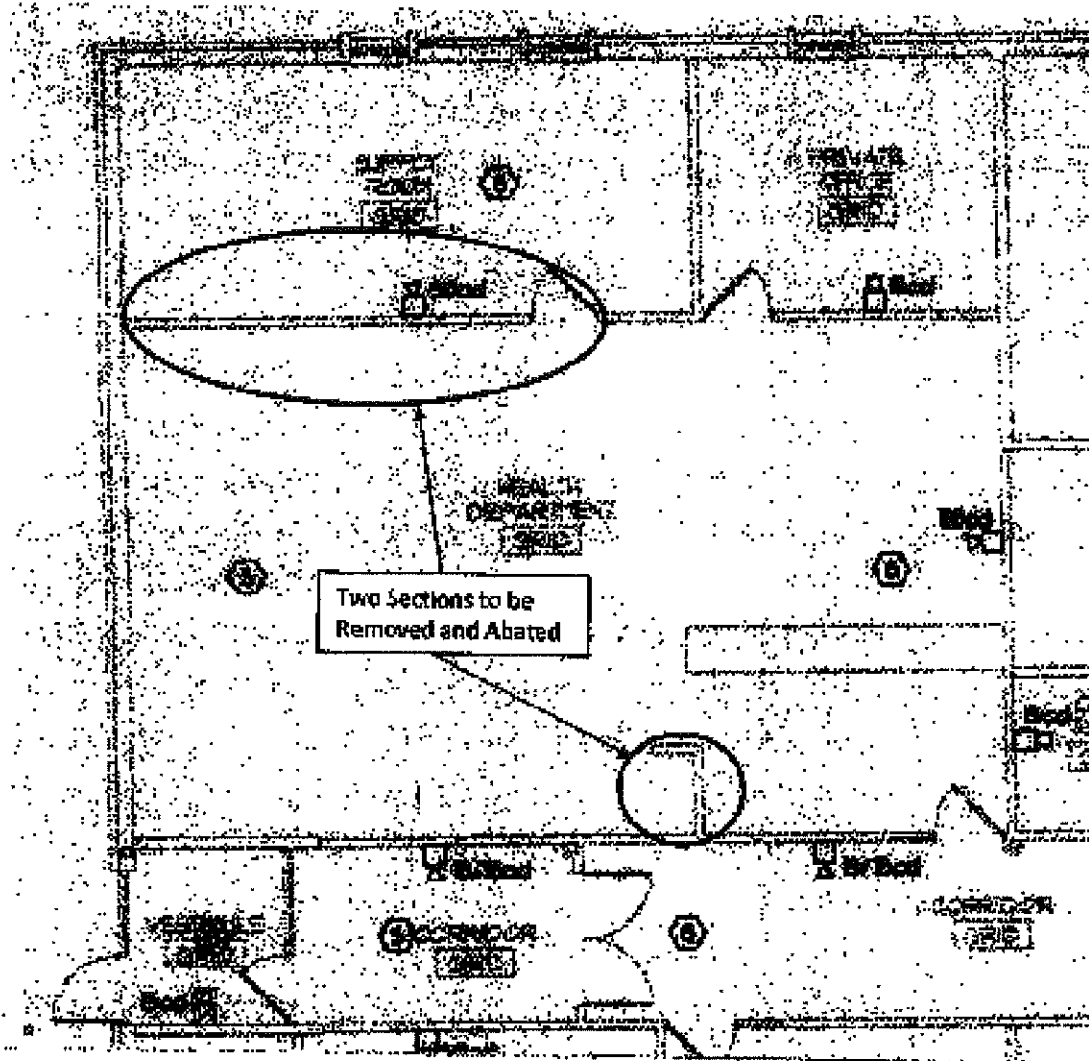
DATE: 2-22-17

DATE: _____

FRANKLIN CITY HALL - HEALTH DEPARTMENT REMODELING PROJECT

ASBESTOS ABATEMENT

Drawing of Abatement Area Showing the Walls to be Removed



Attachment to Contractor Services Agreement between City of Franklin and PARSS

PR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2017

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

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

PRODUCER Bonding & Insurance Specialists Agency, Inc. In California, DBA Bonds and Insurance Services, Lic # 0795489 13641 Southwest Highway Orland Park IL 60452-1354	CONTACT NAME: Karen O'Connell PHONE: 708-568-5355 FAX: 708-568-6868 EMAIL: kooconnell@bisa-inc.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ARCH Specialty Insurance Company 21199 INSURER B: ARCH Insurance Company 11150 INSURER C: West Bend Mutual Insurance Company 15350 INSURER D: INSURER E: INSURER F:
INSURED Professional Asbestos Removal & Survey Service Corp. 12440 W. Robin Lane Brookfield WI 53005	

COVERAGES		CERTIFICATE NUMBER		REVISION NUMBER		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
LINE	TYPE OF INSURANCE	ADDRESS (MO/YY)	POLICY NUMBER	START DATE (MM/DD/YYYY)	END DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CONTRACTOR'S POLLUTION LIABILITY <input checked="" type="checkbox"/> Includes Asbestos OPS GEN'L AGGREGATE LMT APPLIES PER: POLICY <input checked="" type="checkbox"/> X, <input type="checkbox"/> PER, <input type="checkbox"/> LOC. DIME-1	X X	12 EMP 43736 11	01/01/17	01/01/18	EACH OCCURRENCE DAMAGE TO RENTED PREMISED <input type="checkbox"/> \$ 100,000 MEDICAL (any one person) <input type="checkbox"/> \$ 5,000 PERSONAL & ADL INJURY <input type="checkbox"/> \$ 1,000,000 GENERAL AGGREGATE <input type="checkbox"/> \$ 2,000,000 PRODUCTS - EXAMPLY AKA PER CLAIM <input type="checkbox"/> \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED <input checked="" type="checkbox"/> AUTO X RENTED <input checked="" type="checkbox"/> AUTO X AUTO ONLY <input checked="" type="checkbox"/> AUTO X MCS-90 <input checked="" type="checkbox"/> CA 9948	X X	11 CAD 53280 06	01/01/17	01/01/18	COMBINED SINGLE LIMIT (if applicable) <input type="checkbox"/> \$ 1,000,000 BODILY INJURY (if applicable) <input type="checkbox"/> \$ PROPERTY DAMAGE (if applicable) <input type="checkbox"/> \$
A	<input checked="" type="checkbox"/> UMBRELLA EXCESS LIAB DEC. RETENTION \$	X X	12 EMX 71766 07 CGL & Pollution, Auto, & Employers Liability	01/01/17	01/01/18	EACH OCCURRENCE <input type="checkbox"/> \$ 5,000,000 AGGREGATE <input type="checkbox"/> \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/PARTNER/JOINT OWNERS/EMPLOYERS/JOINT (Mandatory in MO) DESCRIPTION OF OPERATIONS (omit)	Y/N N N/A	0701041 12	01/01/17	01/01/18	X <input type="checkbox"/> FUTURE <input type="checkbox"/> OTHER E... EACH EMPLOYMENT <input type="checkbox"/> \$ 1,000,000 E... DISEASE - FUTURE <input type="checkbox"/> \$ 1,000,000 E... DISEASE - POLICY LIMIT <input type="checkbox"/> \$ 1,000,000
A	PROFESSIONAL LIABILITY - CLAIMS WAIVER FORM	X X	12 EMP 43736 11	01/01/17	01/01/18	\$1,000,000 AGGREGATE LIMIT - PER CLAIM \$1,000,000 AGGREGATE \$1,000,000 PER CLAIM

DESCRIPTION OF OPERATION, LOCATION, VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: Franklin City Health Department, 9229 W. Loomis Road, Franklin, WI 53132 - Removal of drywall, drywall joint compound and demolition of wall in the office area.
The City of Franklin is named as an Additional Insured under the General Liability policy.
30 Days Notice of Cancellation.

CERTIFICATE HOLDER City of Franklin 9229 W. Loomis Road Franklin, WI 53132 kao	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

A Safer Environment Begins Today

12440 W. Robin Ln., Brookfield, WI 53005



Est. 1988

(262) 790-9940 • Fax: (262) 790-8941
email: manager@parsscorp.com

February 7, 2017

"Continuing Our Tradition of Excellence"

Mr. Bob Tesch
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Dear Mr. Tesch:

We are pleased to submit our proposal to furnish labor, material, equipment and necessary supervision to properly perform the following work as per your request.

SCOPE: Franklin City Health Department – 9229 W. Loomis Road Franklin, WI

Removal and disposal of asbestos containing material: Drywall, drywall joint compound and demolition of wall in the office area as per your request and our walk through.

**WE WILL COMPLETE THIS WORK FOR THE SUM OF \$3,449.00 DOLLARS.
(Three thousand four hundred forty nine dollars)**

Please note the owners responsibilities are as follows:

- Provide water and water connections
- Provide electricity
- Move all moveable items prior to abatement

All work will be performed in accordance with EPA, CSHA and DNR regulations. All asbestos materials will be disposed of at a licensed landfill site. Disposal manifest documentation will be forwarded to owner upon completion.

Please note, if you require a Contractor Agreement for this project, it must be submitted to us at least 3 working days prior to the start of work.

We would like to thank you for the opportunity to submit our proposal and hope to work with you. This proposal may be withdrawn, if not accepted within thirty (30) days.

Sincerely,

Hameed Rahmanpanah
VP Estimating & Facilities

HR:pb

OWNERS ACCEPTANCE

Unless otherwise stated herein, payment is due within (30) days of invoice date. The owner agrees to pay interest at the per annum rate eighteen (18%) per cent on all past due sums, and in the event of failure to pay as agreed, the owner also agrees to pay the Contractor standard's reasonable attorney fees and costs for the collection of payment on this contract.

Owner:

By: _____

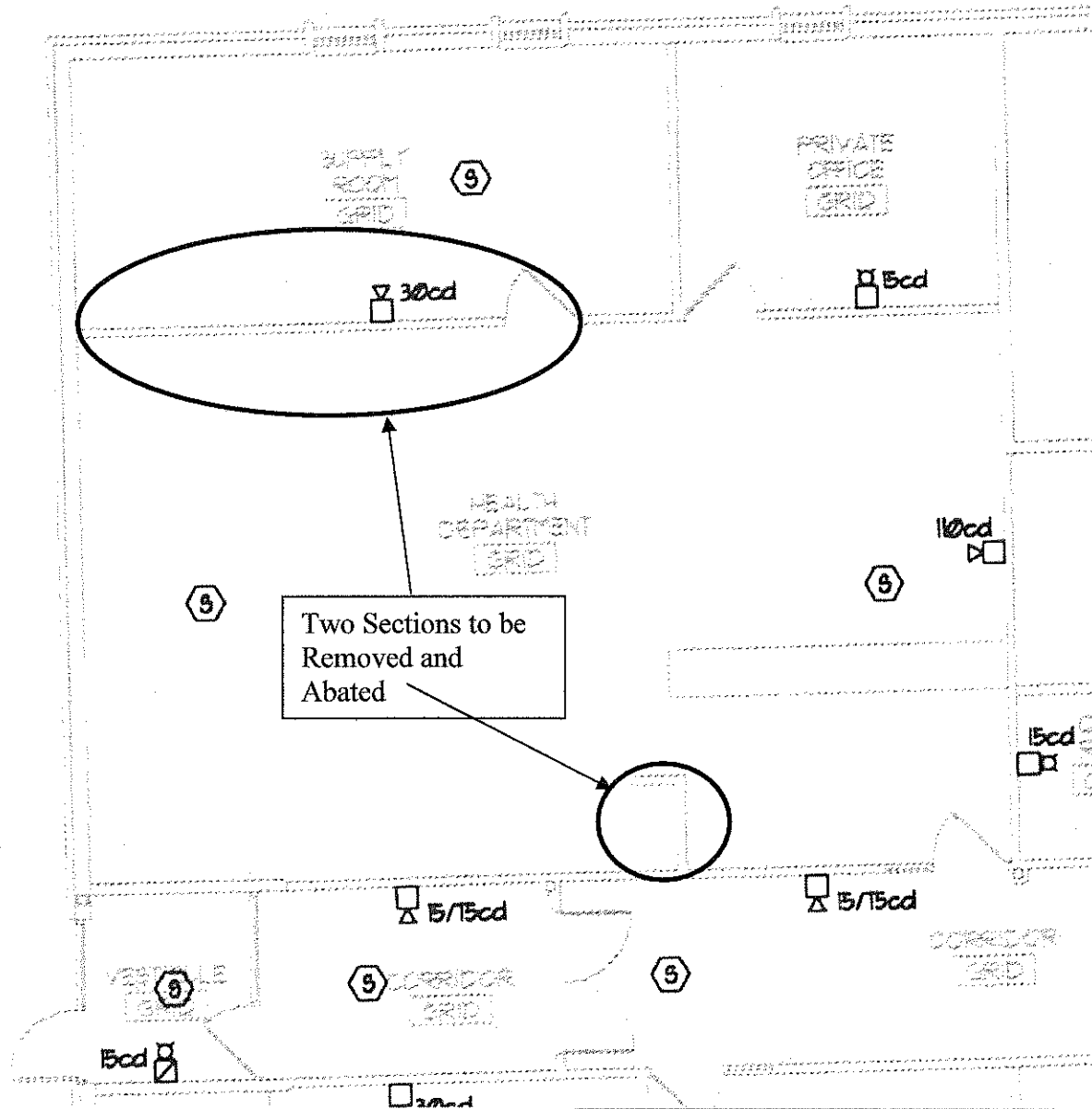
Date: _____

Asbestos • Mold • Lead

FRANKLIN CITY HALL – HEALTH DEPARTMENT REMODELING PROJECT

ASBESTOS ABATEMENT

Drawing of Abatement Area Showing the Walls to be Removed



Attachment to Contractor Services Agreement between City of Franklin and PARSS

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Feb 21, 2017
REPORTS & RECOMMENDATIONS	Resolution Designating Public Depositories for the City of Franklin	ITEM NUMBER <i>G.20.</i>

Background

Statutes require a resolution designating public depositories for City of Franklin funds.
The City of Franklin resolution was last adopted January 18, 2011 by Resolution 2011-6689.

Analysis

The current investment climate makes it desirable to have as much flexibility as possible in public depositories to take advantage of rate differences from time to time in investment products offered.

Currently authorized depositories are:

Using: US Bank, N.A. BMO Harris – (Library)
American Depository Management, LLC

Additional authorized depositories are:

Anchor Bank	Associated Bank	Bank Mutual
Chase Bank	Equitable Bank	First Business Bank
Great Midwest Bank	Guarantee Bank	BMO Harris Bank
Johnson Bank	Landmark Credit Union	Marine Bank
Mutual Savings Bank	North Shore Bank	
Park Bank	PNC Bank	Pyramax Bank
TCF Bank	Tri City National Bank	Waterstone Bank
Wells Fargo Bank	American Depository Management LLC	

The Changes recommended are

Adding: American Depository Management LLC

Deleting: Baylake Bank & Trust Co, and Marshall & Ilsley Bank (No Longer in Business)

Currently authorized custodians to hold various investments until their maturities:

Charles Schwab & Co., Inc. Fidelity Investments

Removing: GreatBanc Trust Company

American Depository Management, LLC accepts funds as agent for the City and distributes them in blocks not exceeding \$250,000 (to retain FDIC insurance) among banks agreeing to take deposits at competitive investment rates. Banks are located all over the United States, not just Wisconsin.

Recommendation

The Finance Committee unanimously recommends approval of the attached resolution which was amended to include the date of the previous depository resolution and describing the nature of the relationship with American Depository Management LLC.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2017 - _____ approving the Resolution Designating Public Depositories for the City of Franklin

Finance - PAR

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017-_____

A RESOLUTION DESIGNATING PUBLIC DEPOSITORIES FOR THE CITY OF
FRANKLIN

WHEREAS, Sec. 62.12(7) Wisconsin Statutes, provides for the designation by the Common Council of the City of Franklin Public Depositories in which City funds may be deposited, and

WHEREAS, the Common Council designated depositories in Resolution 2011-6689 dated January 18, 2011 which should be replaced by this Resolution, and

WHEREAS, American Depository Management, LLC acts as the City of Franklin agent in depositing funds in qualified banks throughout the United States with Federal Deposit Insurance Corp coverage.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and Common Council that the following shall be considered public depositories of the City of Franklin for time deposits, certificates of deposit and repurchase agreements:

Anchor Bank	Associated Bank	Bank Mutual
American Depository Management, LLC	Chase Bank	Equitable Bank
First Business Baank	Great Midwest Bank	Guarantee Bank
BMO Harris Bank	Johnson Bank	Landmark Credit Union
Marine Bank	Mutual Savings Bank	North Shore Bank
Park Bank	PNC Bank	Pyramax Bank
TCF Bank	Tri City National Bank	US Bank, N.A.
Waterstone Bank	Wells Fargo Bank	

BE IT FURTHER RESOLVED that withdrawals or disbursements shall be only by checks and order, as provided in Sec. 66.0607, Wisconsin Statutes, and a system shall be provided to properly accommodate investment of such funds by wire; that in accordance therewith, all checks and orders shall have three signatures. The Mayor or Acting Mayor, the City Treasurer or Deputy Treasurer and the City Clerk or Deputy City Clerk shall be the three signatures and shall be so honored.

BE IT FURTHER RESOLVED that investments and redemptions of fixed income securities, certificates of deposits and repurchase agreements shall be done by the Director of Finance and Treasurer or the Deputy Treasurer with one of their signatures required on the certificates. The following are authorized custodians to hold various investments until their maturities:

Charles Schwab & Co., Inc. Fidelity Investments

Introduced at a regular meeting of the Common Council this _____ day of _____, 2017.

Passed and adopted by the Common Council of the City of Franklin this _____ day of _____, 2017.

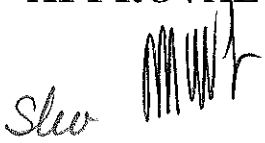
APPROVED:

ATTEST:

Stephen R Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/21/2017
REPORTS & RECOMMENDATIONS	Professional Services Agreement Between the City of Franklin and Racine County for Services to Verify a Certified Soil Tester's Soil & Site Evaluation	ITEM NUMBER G.21.

Attached is a Professional Services Agreement between the City of Franklin and Racine County to cover the authorization and payment of fees for Racine County to provide services to the City for the year 2017 to verify a certified soil tester's soil and site evaluation at designated properties when needed. This agreement mirrors the last agreement in place for 2016. Racine County will once again provide this service at a cost of \$200 for up to the first 3 soil borings reviewed, plus \$50 for each subsequent soil boring review done, per property. The minimum site visit charge will be \$50 per occurrence, to cover the cost of staff time and travel to a property (for example, if weather or lighting conditions or equipment breakdown of the contractor does not allow staff to conduct a soil morphological evaluation, and if staff has traveled to the site, a minimum \$50 fee will be charged.)

These soil services are not significantly used and only produce a nominal expenditure throughout the year. For example, only 1 soil verification service was provided in both years 2013 and 2014 (\$200 total expenditure each year), 3 in 2015 (\$600 expenditure), and 7 in 2016 (\$1,400 expenditure).

It is the recommendation of the Building Inspector and Director of Administration to use Racine County for these soil testing services.

COUNCIL ACTION REQUESTED

Motion to approve the 2017 Professional Services Agreement between the City of Franklin and Racine County for services to verify a certified soil tester's soil and site evaluation at designated properties when needed and to authorize the Director of Administration to execute such agreement.

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

This Contract made this _____ day of _____, 2017, by and between the City of Franklin, Wisconsin, a municipal corporation (hereinafter referred to as "CITY") and Racine County, a Wisconsin quasi-municipal corporation, (hereinafter referred to as "COUNTY"). This contract is to be effective from the period January 1, 2017 through December 31, 2017. This agreement is renewable upon acceptance by all parties.

WITNESSETH:

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

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

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

CITY OF FRANKLIN

BY: _____

BY: _____

RACINE COUNTY

BY: _____

BY: _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/21/17
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.
<p>See attached list from meeting of February 21, 2017.</p> <p>COUNCIL ACTION REQUESTED</p>		

414-425-7500

License Committee

Agenda*

Aldermen's Room

February 21, 2017 – 5:35 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Special Event 5:40 pm	Soccer Banquet Person in Charge: Josip Jaksic Location: 9140 S 76 th St (Croatian Park) Dates of Event: 8/3/2017			
Operator 2016-17 5:45 pm	Jeni B Knoedler 25710 Dover Line Rd Waterford, WI 53185 Mulligan's Irish Pub & Grill			
Operator 2016-17 5:50 pm	Guy R Ouellette 5224 S 60 th St Greendale, WI 53129 Landmark			
Operator 2016-17	Jennifer M Aguilar 2121 W Grant St Upper Milwaukee, WI 53215 Walgreens #05884			
Operator 2016-17	David F Goehring 8017 S. 57 th St Franklin, WI 53132 St. Martin of Tours			
Operator 2016-17	Amy L Haase 4165 County Road G Caledonia, WI 53108 Walgreens #05884			
Operator 2016-17	Eric J Reuteler 2978 S Herman St Milwaukee, WI 53207 Polish Center of Wisconsin			
Operator 2016-17	Syed F Rizvi 7164 S Madison Ct Franklin, WI 53132 Andy's on Ryan Road			
Operator 2016-17	Andrea K Sommer 3578A S 14 th St Milwaukee, WI 53221 Pick 'n Save #6431			
Operator 2016-17	Gloria V Zbichorski 4606 S 20 th St., #4 Milwaukee, WI 53221 Walgreens #05459			
Operator 2016-17	Sally A Zubarik S88W22560 Willow Ct Big Bend, WI 53103 Sendik's Food Market			
Change of Agent 2016-17	Andrew Paul Wichmann 2853 S 106 th St #209 West Allis, WI 53227 Kwik Trip Inc, Store #857			

Type/ Time	Applicant Information	Approve	Hold	Deny
Change of Agent 2016-17	Samuel Thomas McCormick 1417 S 88 th St West Allis, WI 53214 Kwik Trip Inc, Store #287			
Extraordinary Entertainment & Special Event	Ragnar Relay Chicago 2017 Person in Charge: Troy Wheeler Location: 8801 S 51 st St (Froemming Park Exchange Site) Dates of Event: 6/9/2017 to 6/10/2017			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Police Citizen Academy Alumni Assoc. Fee Waiver: Park Rental Fees for K9 Fundraiser Date: 9/17/17 Location: Vernon Barg Pavilion			
3.	Adjournment			
		Time		

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

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APPROVAL <i>Slw</i> <i>dk</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/21/17
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are payroll vouchers dated February 2, 2017 EFT's Nos. 3376 through EFT Nos. 3380 the amount of \$ 174,191.68 which were not included in the disbursement for the previous Council meeting.

Attached are vouchers dated February 3, 2017 through February 16, 2017 Nos. 163802 through Nos. 163956 the amount of \$ 3,611,989.29. Included in this listing are EFT's Nos. 3381 through Nos. 3387 and Library vouchers totaling \$ 7,363.16. Voided checks in the amount of \$ (350.00) are separately listed.

Early release disbursements dated February 3, 2017 through February 15, 2017 under Resolution 2013-6920 in the amount of \$ 127,363.22 are provided on a separate listing and are also included in the complete disbursement listing.

The net payroll dated February 17, 2017 is \$ 388,997.78, previously estimated at \$ 391,000.00. Payroll deductions for February 17, 2017 are \$ 390,021.15, previously estimated at \$ 370,000.00.

The estimated payroll for March 3, 2017 is \$ 369,000.00 with estimated deductions and matching payments of \$ 226,000.00.

Attached is a list of property tax payments and refunds Nos. 17154 through Nos. 17172 and EFT Nos. 136 through Nos. EFT 138 dated February 3, 2017 through February 16, 2017 in the amount of \$ 8,041,382.08. These payments have been released as authorized under Resolution 2013-6920. Voided checks in the amount of \$ (4,088.09) are separately listed.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City payroll vouchers with an ending date of February 2, 2017 in the amount of \$ 174,191.68 and
- City vouchers with an ending date of February 16, 2017 in the amount of \$ 3,611,989.29 and
- Payroll dated February 17, 2017 in the amount of \$ 388,997.78 and payments of the various payroll deductions in the amount of \$ 390,021.51, plus City matching payments and
- Estimated payroll dated March 3, 2017 in the amount of \$ 369,000.00 and payments of the various payroll deductions in the amount of \$ 226,000.00, plus City matching payments and
- Property tax payments and refunds with an ending date of February 16, 2017 in the amount of \$ 8,041,382.08.

Finance Dept – KM