

<p><b>APPROVAL</b></p> <p><i>slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>10/03/17</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN AND INCLUDING THE DEDICATION OF RIGHTS-OF-WAY FOR FUTURE ROADS, INCLUDING WEST PARK CIRCLE WAY, WEST PARK CIRCLE AND HALF OF THE RIGHT-OF-WAY OF SOUTH 80TH STREET (NEUMANN DEVELOPMENTS, INC., APPLICANT) (APPROXIMATELY 9733 SOUTH 76TH STREET)</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.B.</i></p>
<p>At its August 15, 2017 meeting, the Common Council approved a 3 lot certified survey map for property located at approximately 9733 South 76<sup>th</sup> Street (Neumann Developments, Inc., Applicant) (Resolution No. 2017-7290).</p> <p>Following approval of the certified survey map, and in further staff review of the associated Special Use Application, staff is recommending that the previously approved resolution be rescinded and the attached resolution be approved, which includes a condition stating that the applicant shall enter into a Development Agreement with the City of Franklin, prior to the issuance of a Building Permit.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to rescind Resolution No. 2017-7290 and adoption of Resolution No. 2017-_____, conditionally approving a 3 lot certified survey map, being that part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, including a condition stating that the applicant shall enter into a Development Agreement with the City of Franklin, prior to the issuance of a Building Permit (Neumann Developments, Inc., Applicant) (Approximately 9733 South 76th Street).</p>		

## RESOLUTION NO. 2017-\_\_\_\_\_

A RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN AND INCLUDING THE DEDICATION OF RIGHTS-OF-WAY FOR FUTURE ROADS, INCLUDING WEST PARK CIRCLE WAY, WEST PARK CIRCLE AND HALF OF THE RIGHT-OF-WAY OF SOUTH 80TH STREET (NEUMANN DEVELOPMENTS, INC., APPLICANT)  
(APPROXIMATELY 9733 SOUTH 76TH STREET)

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WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being that part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, and including the dedication of rights-of-way for future roads, including West Park Circle Way, West Park Circle and half of the right-of-way of South 80th Street, more specifically, of the properties located at approximately 9733 South 76th Street, bearing Tax Key Nos. 896-9999-007 and 896-9999-008, Neumann Developments, Inc., applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map, including the dedication of rights-of-way for future roads is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Neumann Developments, Inc., including the dedication of rights-of-way for future roads, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

NEUMANN DEVELOPMENTS, INC. – CERTIFIED SURVEY MAP

RESOLUTION NO. 2017-\_\_\_\_\_

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3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Neumann Developments, Inc., successors and assigns, and any developer of the Neumann Developments, Inc. 3 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Neumann Developments, Inc. and the 3 lot certified survey map project for the property located at approximately 9733 South 76th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. All Engineering Department technical comments, dated July 24, 2017, shall be satisfied prior to recording the Certified Survey Map with the Milwaukee County Register of Deeds.
7. The Conservation Easement shall be reviewed and approved by the Common Council, prior to recording and the issuance of any Building Permits related to the Park Circle development.
8. The trees along the north property line, including those onsite and the canopies of trees located on the property to the north, shall be illustrated and included as part of the conservation easement. Alternatively, the applicant may demonstrate that a minimum of 70% of the mature woodlands onsite are protected within the conservation easement and not protect the remaining 30%. The Certified Survey Map shall be revised accordingly.
9. The Natural Resource Protection Plan shall be revised to clearly identify all natural resource features that will be disturbed, for review and approval by the Department of City Development, prior to issuance of a Building Permit.

NEUMANN DEVELOPMENTS, INC. – CERTIFIED SURVEY MAP

RESOLUTION NO. 2017-\_\_\_\_\_

Page 3

10. West Park Circle and West Park Circle Way shall be dedicated and the right-of-way for South 80<sup>th</sup> Street shall be reserved for future street purposes.
11. Wetland setbacks shall be included within the Conservation Easement, the Certified Survey Map revised accordingly, and the Easement revised as may be necessary to accommodate the stormwater management facilities.
12. The applicant shall enter into a Development Agreement with the City of Franklin, prior to the issuance of a Building Permit.

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Southbrook Church, Inc., be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Southbrook Church, Inc., with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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 \_\_\_\_\_

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2017-7290

A RESOLUTION CONDITIONALLY APPROVING A 3 LOT CERTIFIED SURVEY MAP, BEING THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN AND INCLUDING THE DEDICATION OF RIGHTS-OF-WAY FOR FUTURE ROADS, INCLUDING WEST PARK CIRCLE WAY, WEST PARK CIRCLE AND HALF OF THE RIGHT-OF-WAY OF SOUTH 80TH STREET (NEUMANN DEVELOPMENTS, INC., APPLICANT)  
(APPROXIMATELY 9733 SOUTH 76TH STREET)

---

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being that part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, and including the dedication of rights-of-way for future roads, including West Park Circle Way, West Park Circle and half of the right-of-way of South 80th Street, more specifically, of the properties located at approximately 9733 South 76th Street, bearing Tax Key Nos. 896-9999-007 and 896-9999-008, Neumann Developments, Inc., applicant; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map, including the dedication of rights-of-way for future roads is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Neumann Developments, Inc., including the dedication of rights-of-way for future roads, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

NEUMANN DEVELOPMENTS, INC. – CERTIFIED SURVEY MAP  
RESOLUTION NO. 2017-7290

Page 2

3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to the recording of the Certified Survey Map.
4. Neumann Developments, Inc., successors and assigns, and any developer of the Neumann Developments, Inc. 3 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Neumann Developments, Inc. and the 3 lot certified survey map project for the property located at approximately 9733 South 76th Street: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. All Engineering Department technical comments, dated July 24, 2017, shall be satisfied prior to recording the Certified Survey Map with the Milwaukee County Register of Deeds.
7. The Conservation Easement shall be reviewed and approved by the Common Council, prior to recording and the issuance of any Building Permits related to the Park Circle development.
8. The trees along the north property line, including those onsite and the canopies of trees located on the property to the north, shall be illustrated and included as part of the conservation easement. Alternatively, the applicant may demonstrate that a minimum of 70% of the mature woodlands onsite are protected within the conservation easement and not protect the remaining 30%. The Certified Survey Map shall be revised accordingly.
9. The Natural Resource Protection Plan shall be revised to clearly identify all natural resource features that will be disturbed, for review and approval by the Department of City Development, prior to issuance of a Building Permit.

10. West Park Circle and West Park Circle Way shall be dedicated and the right-of-way for South 80<sup>th</sup> Street shall be reserved for future street purposes.
11. Wetland setbacks shall be included within the Conservation Easement, the Certified Survey Map revised accordingly, and the Easement revised as may be necessary to accommodate the stormwater management facilities.

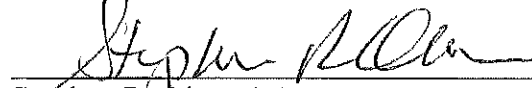
BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owner, Southbrook Church, Inc., be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owner, Southbrook Church, Inc., with the Office of the Register of Deeds for Milwaukee County.


Introduced at a regular meeting of the Common Council of the City of Franklin this 15th day of August, 2017.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15th day of August, 2017.

APPROVED:

  
Stephen R. Olson, Mayor

ATTEST:

  
Sandra L. Wesolowski, City Clerk

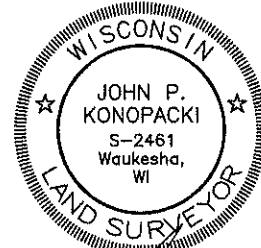
AYES 6      NOES 0      ABSENT 0





Being part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East,  
City of Franklin, Milwaukee County, Wisconsin

**EASEMENT DETAIL**  
SEE SHEET 9 FOR NOTES  
AND RESTRICTIONS

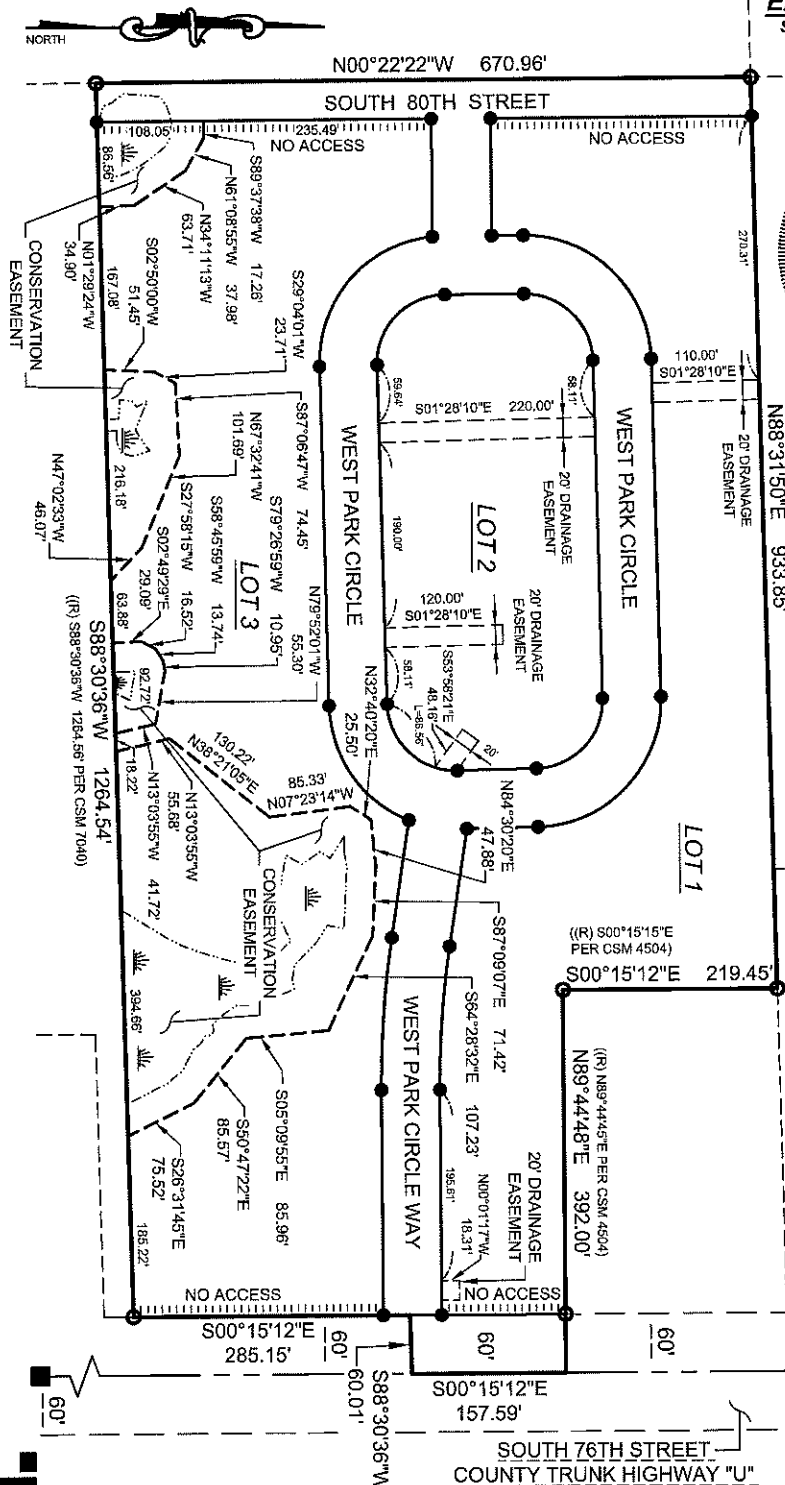


JULY 25, 2017



**LEGEND:**

- LEGEND:**
- - Denotes Found 1" Iron Pipe
  - - Denotes Set 3/4" X 18" Iron Rebar, 1.5 LBS./FT.
  - (R) - Denotes "Recorded As"
  - ◆ - Denotes Soil Boiling Pits
  - ⚡ - Denotes Wetland
  - ||||| - Denotes No Access



Prepared By:

**PINNACLE ENGINEERING GROUP**

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

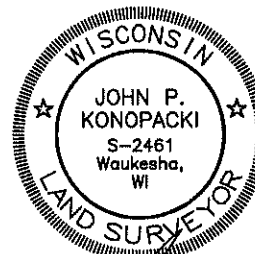
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#901.00

SHEET 2 OF 9

Being part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East,  
City of Franklin, Milwaukee County, Wisconsin

**EASEMENT DETAIL**  
SEE SHEET 9 FOR NOTES  
AND RESTRICTIONS



JULY 25, 2017

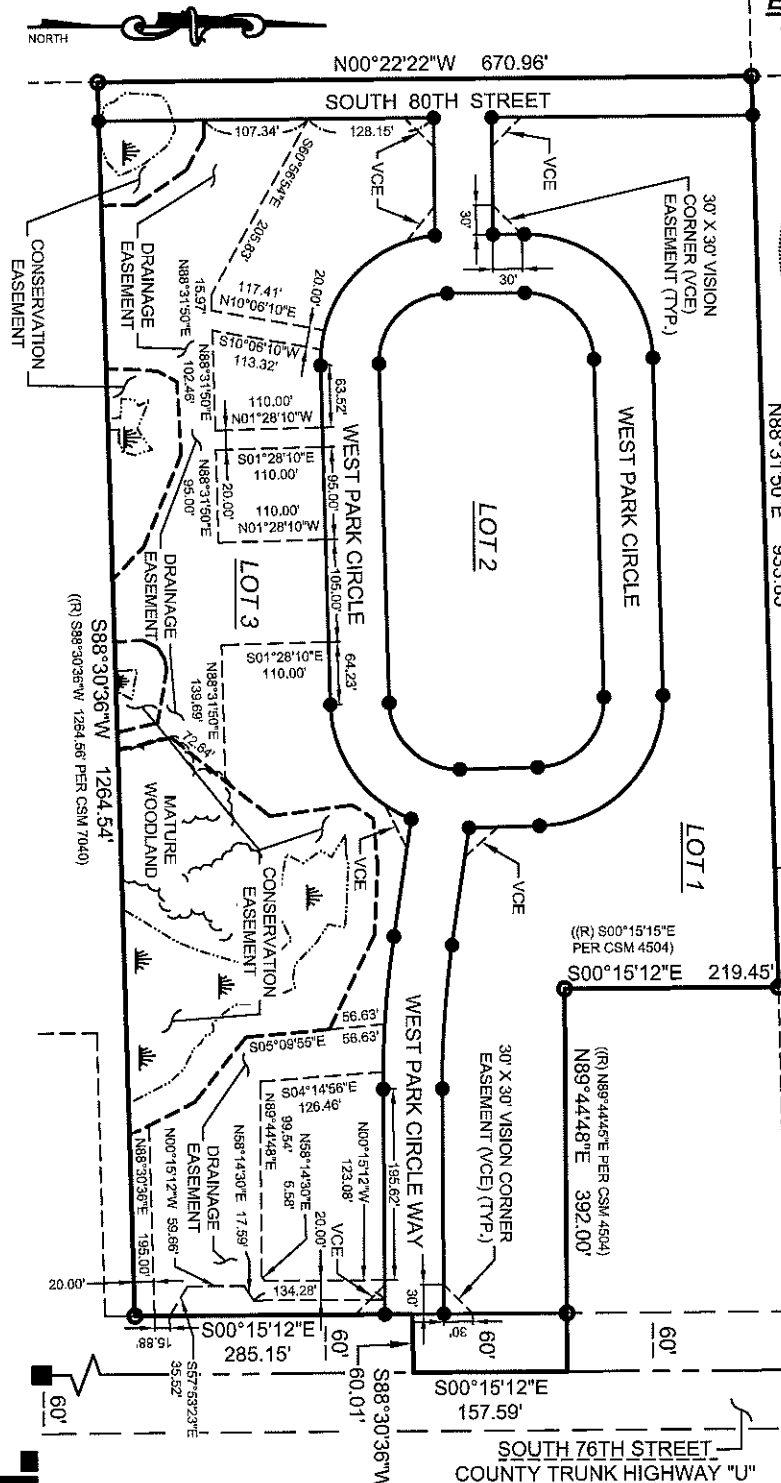
GRAPHICAL SCALE (FEET)

0 150 300

1" = 150'

**LEGEND:**

- Denotes Found 1" Iron Pipe
- Denotes Set 3/4" X 18" Iron Rebar, 15 LBS/FT.
- Denotes "Recorded As"
- Denotes Soil Boring Pits
- Denotes Wetland
- Denotes No Access



Prepared By:

**PINNACLE ENGINEERING GROUP**

15850 BLUEMOUND ROAD | SUITE 210

BROOKFIELD, WI 53005

OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

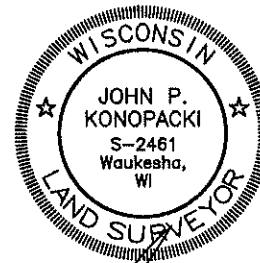
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**SHEET 3 OF 9**

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

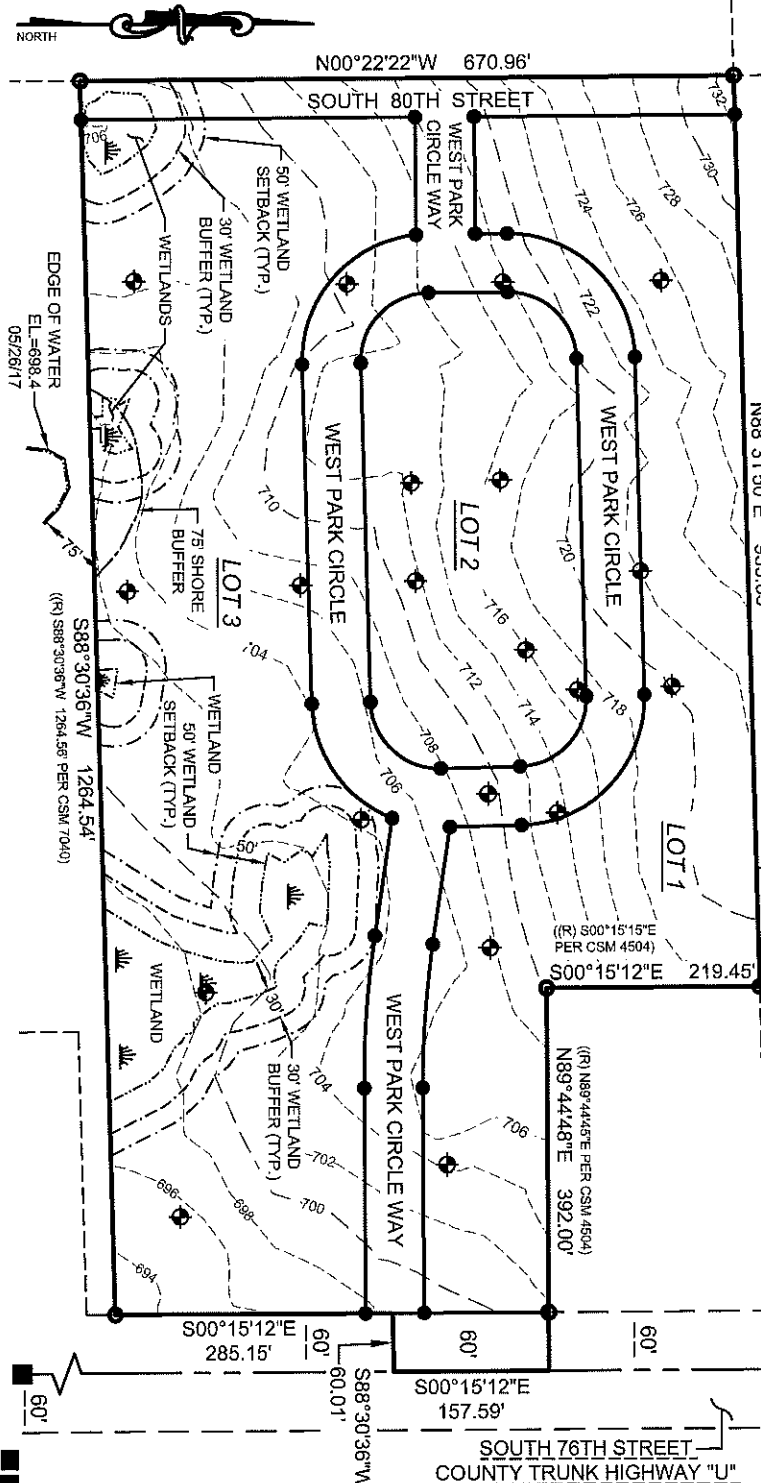
Being part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East,  
City of Franklin, Milwaukee County, Wisconsin

**ENVIRONMENTAL  
DETAIL**  
SEE SHEET 9 FOR NOTES  
AND RESTRICTIONS



JULY 25, 2017

GRAPHICAL SCALE (FEET)  
0 1" = 150' 300'



**LEGEND:**  
○ - Denotes Found 1" Iron Pipe  
● - Denotes Set 3/4" X 18" Iron  
Rebar, 15 LBS./FT.  
(R) - Denotes "Recorded As"  
+ - Denotes Soil Boring Pits  
W - Denotes Wetland

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD | SUITE 210  
BROOKFIELD, WI 53005  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-Licence No. S-2461

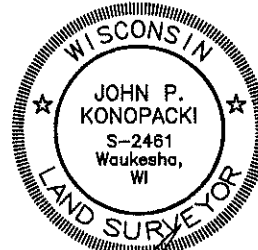
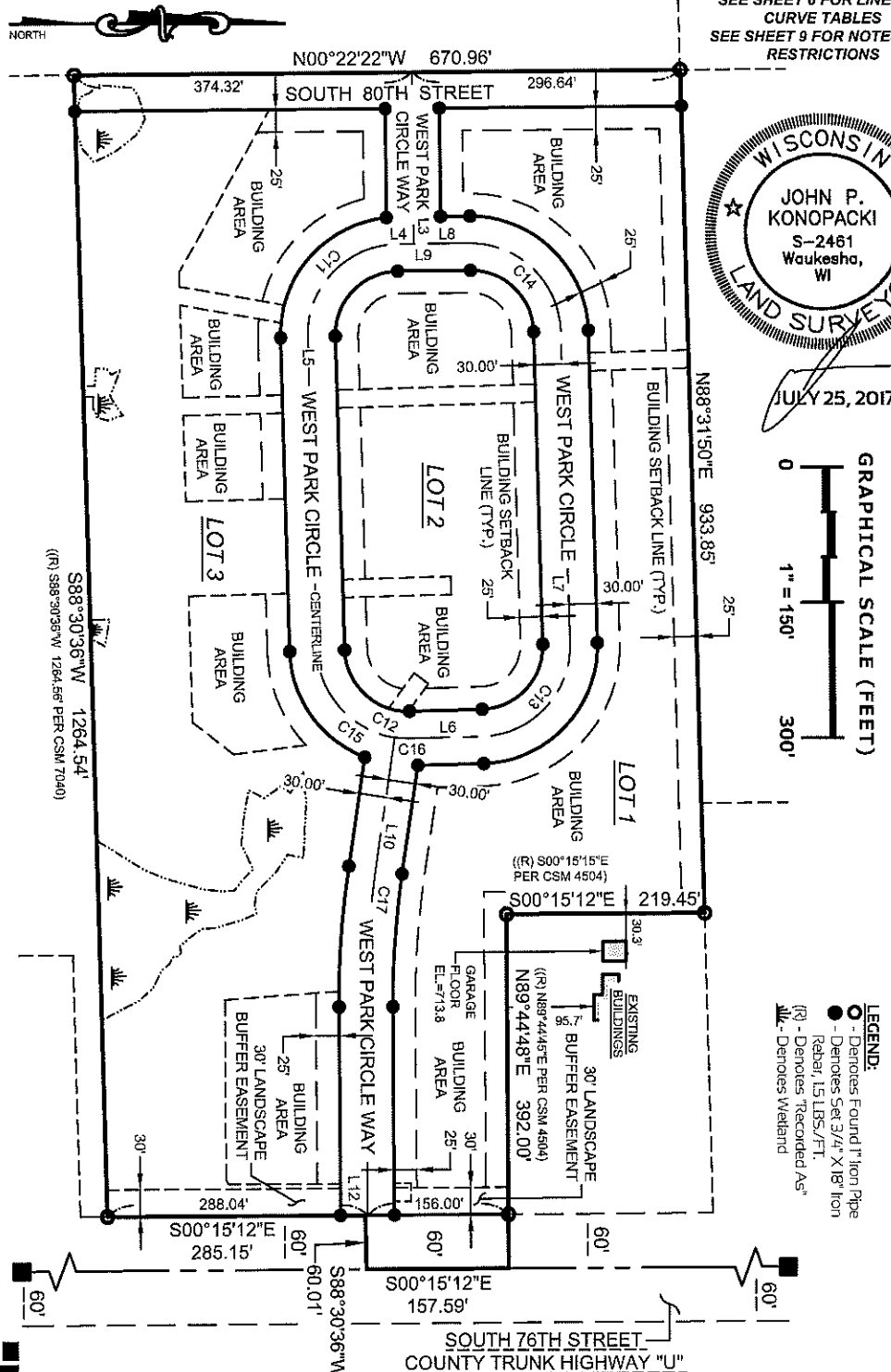
PEGJOB#901.00  
SHEET 4 OF 9

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East,  
City of Franklin, Milwaukee County, Wisconsin

## LOT DETAIL

SEE SHEET 6 FOR LINE AND  
CURVE TABLES  
SEE SHEET 9 FOR NOTES AND  
RESTRICTIONS



JULY 25, 2017

GRAPHICAL SCALE (FEET)  
0 1" = 150' 300'

## LEGEND:

- - Denotes Found 1" Iron Pipe
- - Denotes Set 3/4" X 18" Iron Rebar, 15 LBS./FT.
- (R) - Denotes Recorded As\*
- W - Denotes Wetland

Prepared By:

**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD | SUITE 210  
BROOKFIELD, WI 53005  
OFFICE: (262) 754-8888

Subject Property Zoning: R-8 Multiple-Family Residence District  
Street Setback=25 Feet; Side Setback=5 Feet; Rear Setback=25 Feet  
Tax Key Numbers: 896-9999-007 & 896-9999-008

This Instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#901.00  
SHEET 5 OF 9

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East,  
City of Franklin, Milwaukee County, Wisconsin

CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH	TANGENT IN	TANGENT OUT
C1	147.46'	970.00'	008°42'36"	S85°53'54"E	147.32'	S89°44'48"W	N81°32'36"W
C2	204.20'	130.00'	090°00'00"	N46°28'10"W	183.85'	N01°28'10"W	S88°31'50"W
C3	201.72'	130.00'	088°54'12"	S44°04'44"W	182.08'	S88°31'50"W	S00°22'22"E
C4	194.54'	130.00'	085°44'31"	S48°35'54"E	176.89'	S05°43'39"E	N88°31'50"E
C5	151.41'	130.00'	066°43'53"	N55°09'53"E	143.00'	N88°31'50"E	N21°47'57"E
C6	156.58'	1030.00'	008°42'36"	S85°53'54"E	156.43'	N89°44'48"E	S81°32'36"E
C7	111.30'	70.00'	091°05'48"	S45°55'16"E	99.94'	S88°31'50"W	N00°22'22"W
C8	108.62'	70.00'	089°54'12"	S44°04'44"W	98.04'	N00°22'22"W	N88°31'50"E
C9	109.98'	70.00'	090°00'00"	N46°28'10"W	98.99'	N88°31'50"E	S01°28'10"E
C10	109.98'	70.00'	090°00'00"	N43°31'50"E	98.99'	S01°28'10"E	S88°31'50"W

LINE TABLE

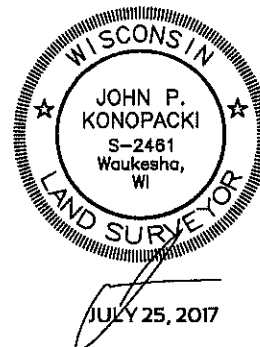
LINE NO.	BEARING	DISTANCE
L1	S00°22'22"E	32.15'
L2	N00°22'22"W	80.01'

CENTERLINE CURVE TABLE

CURVE NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C11	158.99'	100.00'	091°05'48"	S45°55'16"E	142.77'
C12	157.08'	100.00'	090°00'00"	N43°31'50"E	141.42'
C13	157.08'	100.00'	090°00'00"	N46°28'10"W	141.42'
C14	155.17'	100.00'	088°54'12"	S44°04'44"W	140.06'
C15	139.76'	100.00'	080°04'26"	N48°29'37"E	128.66'
C16	17.32'	100.00'	009°55'34"	N03°29'37"E	17.30'
C17	152.02'	1000.00'	008°42'36"	S85°53'54"E	151.87'

CENTERLINE LINE TABLE

LINE NO.	BEARING	DISTANCE
L3	N89°37'38"E	190.00'
L4	S00°22'22"E	17.87'
L5	N88°31'50"E	347.75'
L6	N01°28'10"W	80.00'
L7	S88°31'50"W	346.22'
L8	S00°22'22"E	62.14'
L9	S00°22'22"E	80.01'
L10	S81°32'36"E	148.12'
L12	N89°44'48"E	230.62'



Prepared By:  
**PINNACLE ENGINEERING GROUP**  
 15850 BLUEMOUND ROAD 1 SUITE 210  
 BROOKFIELD, WI 53005  
 OFFICE: (262) 754-8888

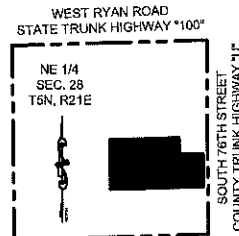
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#90100  
 SHEET 6 OF 9

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East,  
City of Franklin, Milwaukee County, Wisconsin

VICINITY SKETCH  
SCALE 1"=2000'



## SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)  
WAUKESHA COUNTY) SS

I, John P. Konopacki, Professional Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided that part of the Southeast 1/4 of the  
Northeast 1/4 of Section 28, Township 5 North, Range 21 East, City of Franklin,  
Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at the northeast corner of the Northeast 1/4 of said Section 28;  
Thence South 00°15'12" East along the east line of said Northeast 1/4, 1554.02 feet to the Point of Beginning;

Thence continuing South 00°15'12" East along said east line, 157.59 feet;  
Thence South 88°30'36" West, 60.01 feet to the west right of way line of South 76th Street - County Trunk Highway "U";  
Thence South 00°15'12" East along said west right of way line, 285.15 feet to the north line of Parcel 1 of Certified Survey Map No. 7040;  
Thence South 88°30'36" West along said north line, 1264.54 feet to the west line of the East 1/2 of said Northeast 1/4;  
Thence North 00°22'22" West along said west line, 670.96 feet to the south line of Parcel 1 of Certified Survey Map No. 6114;  
Thence North 88°31'50" East along said south line, 933.85 feet to the west line of Parcel 1 of Certified Survey Map No. 4504;  
Thence South 00°15'12" East along said west line, 219.45 feet to the south line of said Parcel 1;  
Thence North 89°44'48" East along said south line, 392.00 feet to the Point of Beginning.

Dedicating that portion of subject property as graphically shown for public right of way purposes.

Containing 783,941 square feet (17.9968 acres) of land Gross and 621,353 square feet (14.2643 acres) of land Net more or less.

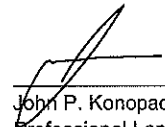
That I have made such survey, land division and map by the direction of NEUMANN DEVELOPMENTS, INC, owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of s.236.34 of the Wisconsin State Statutes and the City of Franklin Unified Development  
Ordinance Division - 15 in surveying, mapping and dividing the land with in this certified survey map.

Date: JULY 25, 2017



  
John P. Konopacki  
Professional Land Surveyor S-2461

PREPARED FOR THE OWNER  
AND SUBDIVIDER:  
NEUMANN DEVELOPMENTS, INC  
CORY O'DONNELL  
N27 W24025 PAUL COURT, SUITE 100  
PEWAUKEE, WI 53072  
PH: (262) 542-9200

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD | SUITE 210  
BROOKFIELD, WI 53005  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#90100  
SHEET 7 OF 9

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East,  
City of Franklin, Milwaukee County, Wisconsin

## OWNER'S CERTIFICATE OF DEDICATION

NEUMANN DEVELOPMENTS, INC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

NEUMANN DEVELOPMENTS, INC, as owner, does further certify that the provisions of s.236.34 of the Wisconsin State Statutes and the City of Franklin Unified Development Ordinance Division - 15 have been complied with and that this certified survey map is required by Chapter 236 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

1. City of Franklin

IN WITNESS WHEREOF, the said NEUMANN DEVELOPMENTS, INC has caused these presents to be signed by Cory O'Donnell, (title) \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_ County, Wisconsin, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

In the presence of: NEUMANN DEVELOPMENTS, INC

\_\_\_\_\_  
Cory O'Donnell - (Title)

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, Cory O'Donnell, (title) \_\_\_\_\_ of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such (title) \_\_\_\_\_ of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_

## CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described in the foregoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its President, and its corporate seal to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Date President

STATE OF WISCONSIN)  
\_\_\_\_\_ COUNTY) SS

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
State of Wisconsin  
My Commission Expires: \_\_\_\_\_



JULY 25, 2017

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD | SUITE 210  
BROOKFIELD, WI 53005  
OFFICE: (262) 754-8888

This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#901.00  
SHEET 8 OF 9

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

Being part of the Southeast 1/4 of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East,  
City of Franklin, Milwaukee County, Wisconsin

## CITY OF FRANKLIN COMMON COUNCIL APPROVAL

Approved and dedication accepted by the Common Council of the City of Franklin by Resolution No. \_\_\_\_\_, Signed this  
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Steve Olson, Mayor

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

### NOTES:

1. All measurements have been made to the nearest one-hundredth of a foot.
2. All angular measurements have been made to the nearest one second.
3. Flood Zone Classification: The property lies within Zone "X" of the Flood Insurance Rate Map Community Panel No. 55079C0207E dated SEPTEMBER 26, 2008. Zone "X" areas are determined to be outside the 0.2% annual chance floodplain.
4. Vertical Datum: National Geodetic Vertical Datum of 1929 (NGVD29). Vertical Datum: Contours are shown at a 2' interval based on actual ground survey of the current ground terrain. Reference Benchmark: Concrete monument with brass cap at the northeast corner of the Northeast 1/4 Section 28, Town 5 North, Range 21 East, Elevation = 736.04.
5. Wetlands delineated by Wetland & Waterway Consulting, LLC ON April 22 and May 5, 2017.
6. Subject property to be serviced by municipal sanitary sewer and water.
7. VISION CORNER EASEMENT RESTRICTIONS: No visual obstructions, such as structures, parking, or vegetation, shall be permitted between the heights of 2.5 feet and 10 feet above the plane through the mean curb grades within the Vision Corner Easement.
8. Bearings referenced to the Wisconsin State Plane Coordinate System, South Zone (N.A.D. 1927). The east line of the Northeast 1/4 of Section 28, Township 5 North, Range 21 East has a bearing of N00°15'12" W.
9. NO ACCESS NOTE: NEUMANN DEVELOPMENTS, INC., as owner, hereby restricts all lots in that no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with South 76th Street - County Trunk Highway "U" or South 80th Street, as shown on this certified survey map; it being expressly intended that this restriction shall constitute a restriction for the benefit of the public according to s.236.293 of the Wisconsin State Statutes, and shall be enforceable by the Department of Transportation.
10. The City of Franklin Department of Public Works facility located to the north is to be expanded for future storage yard use, including the removal of existing recreation/baseball field use.
11. 30' LANDSCAPE BUFFER EASEMENT: This strip is reserved for the planting of trees and shrubs; the building of structures hereon is prohibited.

### CONSERVATION EASEMENT RESTRICTIONS

- Construct or place buildings or any structure;
- Construct or make any improvements, unless, notwithstanding Covenant 1 above, the improvement is specifically and previously approved by the Common Council of the City of Franklin, upon the advice of such other persons, entities, and agencies as it may elect; such improvements as may be so approved being intended to enhance the resource value of the protected property to the environment or the public and including, but not limited to animal and bird feeding stations, park benches, the removal of animal blockage of natural drainage or other occurring blockage of natural drainage, and the like;
- Excavate, dredge, grade, mine, drill, or change the topography of the land or its natural condition in any manner, including any cutting or removal of vegetation, except for the removal of dead or diseased trees;
- Conduct any filling, dumping, or depositing of any material whatsoever, including, but not limited to soil, yard waste, or other landscape materials, ashes, garbage, or debris;
- Plant any vegetation not native to the protected property or not typical wetland vegetation;
- Operate snowmobiles, dune buggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles.



JULY 25, 2017

Prepared By:  
**PINNACLE ENGINEERING GROUP**  
15850 BLUEMOUND ROAD, SUITE 210  
BROOKFIELD, WI 53005  
OFFICE: (262) 754-8888

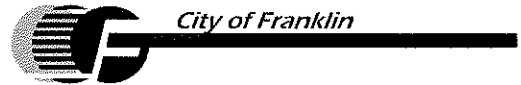
This instrument drafted by John P. Konopacki, PLS-License No. S-2461

PEG JOB#90100  
SHEET 9 OF 9



Approval <i>Slw</i>	Council Action Sheet	MEETING DATE 10/3/17
REPORTS & RECOMMENDATIONS	Direct staff to distribute a request for qualifications for a professional services contract to provide branding and marketing services to the City of Franklin	ITEM NUMBER <i>G.4.</i>
<p><b>Summary</b></p> <p>If directed, staff will solicit qualifications from at least three firms to provide branding and marketing services to the City of Franklin. The objective of the effort is to create a brand identity and marketing strategy that builds on the community's unique assets and effectively communicates a message that resonates with existing residents and businesses and portrays Franklin as a desirable place to live, work, development, grow a business, and visit. A draft request for qualifications is enclosed.</p> <p>Responses will be evaluated to determine the best fit for the City. Criteria for evaluation will include:</p> <ul style="list-style-type: none"> <li>• experience with branding and marketing efforts (public sector and/or community branding experience preferred)</li> <li>• ability to provide wrap around services including: brand development and marketing services including but not limited to: imagery, copy, web, video and other targeted media</li> <li>• quality of previous work both in brand development and implementation work (digital, print, and other creative formats with representative imagery and copy)</li> <li>• ability to complete tasks and work within the budget guidelines and timelines outlined by the City</li> <li>• understanding of local assets and what sets Franklin apart within the region</li> <li>• feedback from references</li> </ul> <p>Staff will work with the Economic Development Commission (EDC) to determine a preferred firm with which to contract. Staff will then work with that firm to prepare a contract for consideration by the Common Council.</p> <p>Contracted services will likely include:</p> <ul style="list-style-type: none"> <li>• discovery (research, stakeholder interviews/focus groups, etc.),</li> <li>• brand &amp; ideology development (production of a concept, guidelines, and imagery), and</li> <li>• a marketing communications plan for implementing the brand</li> <li>• Additional services including but not limited to, economic development collateral, ads, photography, etc.</li> </ul> <p>The 2017 Economic Development Budget included an allocation for \$25,000 in Other Professional Services for a "Marketing Consultant for brand discovery, research and development." It is envisioned that this initial contract with a firm will set the stage for future marketing activities throughout the City.</p> <p><b>Background</b></p> <p>Franklin's current brand identity is well recognized in the community, but has remained stagnant and unmanaged for decades. Following a presentation by the Directory of Economic Development on August 2, 2016, members of the Council expressed interest in revisiting the City's brand and representative imagery. On September 25, 2017, the EDC unanimously passed a motion recommending staff gather qualified respondents to a Request for Qualifications to pursue a new brand identity and to engage key stakeholders in the process.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>Motion to direct staff to distribute a request for qualifications for a professional services contract to provide branding and marketing services to the City of Franklin</p>		

Economic Development: AMH



**City of Franklin  
Request for Qualifications  
Branding and Marketing Services  
October 3, 2017**

The City of Franklin seeks a letter of interest and qualifications from firms capable of providing branding and marketing services. The objective of the effort is to create a brand identity and marketing strategy that builds on the City of Franklin's unique assets and effectively communicates a message that resonates with existing residents and businesses and portrays Franklin as a desirable place to live and learn, work and play and to do business.

Responses will be evaluated to determine the best fit for the City. Criteria for evaluation will include:

- experience with branding and marketing efforts (public sector and/or community branding experience preferred)
- ability to provide wrap around services including: brand development and marketing services including but not limited to the creation of well researched, targeted and professionally prepared imagery, copy, web, video and other targeted media, as well as use guidelines and communication strategies
- quality of previous work both in brand development and implementation (digital, print, and other creative formats with representative imagery and copy)
- ability to complete tasks and work within the budget guidelines and timelines outlined by clients
- understanding of local assets and what sets Franklin apart within the region
- feedback from client references

City staff will work with the Economic Development Commission (EDC) to determine a preferred firm with which to contract based on the criteria outlined above. Staff will then work with that firm to prepare a contract for consideration by the Franklin Common Council. The initial contract will likely include:

- discovery (research, stakeholder interviews/focus groups, etc.),
- brand & ideology development (production of a concept with imagery, a clear brand strategy, and use guidelines)
- a marketing plan for implementation of the brand based on direction from the City; and
- additional services which could include economic development collateral, advertisements, stock photography, etc.

Following the successful completion of the initial contract it is envisioned that additional contracts could be considered in future years. Those contracts could include designing a new City website, production of additional promotional materials (print, digital, video, etc.), brand refinement, targeted direct marketing, and/or specific campaigns or marketing materials to promote events or tourism. Demonstration of the ability to provide these services will be an important consideration in the initial round of evaluation.

**Response**

To be considered, please submit a letter of interest and qualification to the Director of Economic Development. Submissions received after October 19, 2017 will not be considered.

**Background**

Franklin's current brand identity is well recognized in the community, but has remained stagnant and unmanaged for decades. Following a presentation by the Directory of Economic Development on August 2, 2016, members of the Council expressed interest in revisiting the City's brand and representative imagery. On September 25, 2017, the EDC unanimously passed a motion recommending staff gather qualified respondents to a Request for Qualifications to pursue a new brand identity and to engage key stakeholders in the process. The Common Council directed staff to solicit qualifications at its meeting on October 3, 2017.

**About the City of Franklin**

Franklin, Wisconsin is a suburban Milwaukee community of 36,000 residents in southeastern Wisconsin. Franklin is known for its quality subdivisions and parks, top-rated schools and as home to successful business and industrial parks. It serves as home to Northwestern Mutual's suburban campus and to the Rock and Milwaukee Sports Complexes. Large portions of the community remain undeveloped, with residential, commercial, mixed-use, industrial, natural and open spaces planned.

**RFQ Contact:**

Aaron Hertzberg  
Director of Economic Development  
9229 W. Loomis Road  
Franklin, WI 53132  
414-425-4024  
ahertzberg@franklinwi.gov

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APPROVAL <i>Slco</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Oct 3, 2017
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2016-2240, AN ORDINANCE ADOPTING THE 2017 ANNUAL BUDGETS FOR CAPITAL IMPROVEMENT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2017 TO PROVIDE ADDITIONAL APPROPRIATIONS FOR A STORM SEWER PROJECT IN RAWSON HOMES	ITEM NUMBER <i>6.5.</i>

### **Background**

Rawson Homes area has dealt with storm water drainage issues for some time. The City, working with Milwaukee Metropolitan Sewerage District, is proposing to address the drainage issues using resources that MMSD can provide.

The proposed amendment will provide appropriations for the project along with expected resources from MMSD and the Green Solutions program grant funds.

### **Fiscal Impact**

The attached amendment establishes the necessary appropriations along with donated resources for the \$638,000 project.

### **COUNCIL ACTION REQUESTED**

Motion adopting an Ordinance to amend Ordinance 2016-2240, an ordinance adopting the 2017 annual budgets for Capital Improvement Fund for the City of Franklin for fiscal year 2017 to provide additional appropriations for a storm sewer project in Rawson Homes

Roll call vote required

Finance Dept - Paul

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 CAPITAL IMPROVEMENT FUND FOR THE CITY  
OF FRANKLIN FOR FISCAL YEAR 2017, TO PROVIDE APPROPRIATIONS FOR A  
STORM SEWER PROJECT IN RAWSON HOMES

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

WHEREAS, the City of Franklin is cooperating with Milwaukee Metropolitan Sewerage District to address the storm water drainage issues in the subdivision; and

WHEREAS, Metropolitan Milwaukee Sewerage District has grant funding available to provide all the resources for the project that were awarded by the District awaiting the City of Franklin's acceptance of the grants; 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 Capital Improvement Fund be adjusted as follows:

Revenues	Grants	Increase	638,000
Highway	Storm Sewers – Rawson Homes	Increase	638,000

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	MTG. DATE 10/03/2017
Reports & Recommendations	<b>A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH RUEKERT MIELKE FOR DRAINAGE IMPROVEMENTS IN RAWSON HOMES NEIGHBORHOOD NORTH OF W. MADISON BOULEVARD FOR \$62,925</b>	ITEM NO. <i>6.6.</i>

### **BACKGROUND**

From the December 6, 2016, Common Council meeting:

*Alderwoman Wilhelm moved to authorize the execution of the professional services contract with Ruekert & Mielke, Inc. for W. Madison Boulevard and S. 36th Street, Subsurface Drainage Biofiltration Analysis in the amount of \$7,650 from the General Fund Contingency Account pending review by City Attorney. Seconded by Alderman Dandrea. All voted Aye; motion carried.*

### **ANALYSIS**

Ruekert Mielke prepared the requested report. A copy of the report is available in the Engineering office. Through a series of meetings and discussions with MMSD staff, MMSD has agreed to fund the proposed project 100% using the Private Property Inflow and Infiltration (PPII) reduction program and the Green Solutions program.

This phase of design will be fully funded by MMSD.

### **OPTIONS**

Authorize Ruekert Mielke to perform the analysis as outlined in their September 27, 2017, proposal for \$62,925; or

Table

### **FISCAL NOTE**

Although the City will need to outlay the funds for this project, it is 100% reimbursable by MMSD.

### **RECOMMENDATION**

A resolution authorizing the execution of the attached professional services contract with Ruekert Mielke for drainage improvements in Rawson Homes Neighborhood north of W. Madison Boulevard for \$62,925 – contingency pending review by City Attorney.

Engineering

## **AGREEMENT**

This AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ruekert & Mielke, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is W233 N2080 Ridgeview Parkway, Waukesha, Wisconsin.

## **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 design and bidding services for the drainage improvements in the Rawson Homes Neighborhood north of W. Madison Boulevard;

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

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

### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. CONTRACTOR shall provide services to CLIENT for design and bidding of the drainage improvements in the Rawson Homes Neighborhood north of W. Madison Boulevard, as described in CONTRACTOR's proposal to CLIENT dated September 27, 2017, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. 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 Attachment A, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will be a lump sum of \$62,925. For services rendered, monthly invoices will include a report that clearly states the type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify 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.

## **III. MODIFICATION AND ADDITIONAL SERVICES**

- A. 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 forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

#### IV. ASSISTANCE AND CONTROL

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

#### V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to 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.
- 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:

A. Limit of General/Commercial Liability	\$3,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$10,000,000
D. Worker's Compensation and Employers' Liability	\$500,000

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 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.

## VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work in October of 2017 (assuming timely authorization from CLIENT). Design documents and project specifications will be ready for bidding by February 28, 2017. The bid date and construction timing will be determined by CLIENT.

## 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.

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

CITY OF FRANKLIN, WISCONSIN

RUEKERT & MIELKE, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: Steven C. Wurster, P.E.

TITLE: \_\_\_\_\_

TITLE: Senior Vice President/COO

DATE: \_\_\_\_\_

DATE: September 27, 2017

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

W233 N2080 Ridgeview Parkway • Waukesha, WI 53188-1020 • Tel. (262) 542-5733

ATTACHMENT A

September 27, 2017

Mr. Glen E. Morrow, P.E.  
City Engineer/Director of Public Works  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

RE: Drainage Improvements in Rawson Homes Neighborhood North of W. Madison  
Boulevard

Dear Glen,

Thank you for providing Ruekert & Mielke, Inc. (R/M) the opportunity to assist the City of Franklin with the next steps associated with the proposed drainage improvements in the Rawson Homes Neighborhood north of W. Madison Boulevard.

We understand the design phase of the project to consist of the following Scope of Services:

- Attend a project kick-off meeting and two design review meetings at 60% and 90% plan completion with the City.
- Continue coordination with MMSD regarding PPII and Green Solutions funding.
- Contact Digger's Hotline and complete field survey of the project area. Features to be surveyed are expected to include existing culverts, ditches, pavement edge, storm sewer structures, located utilities and the proposed biofilter location.
- Coordinate any necessary soils investigations or borings with a geotechnical firm. The cost of this work will be paid by the City.
- Refine the preliminary design based on field survey conditions and other site limitations, including completion of detailed water quality and hydrology/hydraulics computer models.
- Develop a final design for the proposed ditch improvements and biofilter utilizing Focal Point technology which meets WDNR's "no backsliding" water quality provisions.
- Develop project specifications and bidding documents for the proposed design.

~58-10019 W. Madison Boulevard & S. 35th Street Biofiltration Analysis > 200 Design > Agreement > Attachment A-20170927-W Madison  
&36th Biofilter Design.docx~

Mr. Glen Morrow  
City of Franklin  
W. Madison Blvd. & 36<sup>th</sup> Street Drainage Improvements  
September 27, 2017  
Page 2

- Obtain the following project permits: WDNR Notice of Intent (NOI). Any permit fees will be paid by the City.
- Assist with the bidding process including answering contractor questions, attendance at the bid opening and preparation of the Recommendation of Award.
- Prepare construction contracts for signature, issue the Notice to Proceed and attend the preconstruction conference.
- Design work will cover Basins #1 and #2 from our March, 2017 summary report.

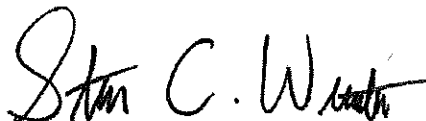
This work will be completed for a lump sum cost of \$62,925.00, which includes all miscellaneous reimbursable costs. Design work is expected to begin in October 2017 with bidding in February 2018 and construction beginning in Spring 2018.

Services specifically excluded from this proposal include title searches or parcel research, archeological and/or historical investigations, permits other than those specifically noted and attendance at meetings other than those specifically discussed. If desired, additional services can be completed at our standard hourly rates and after authorization by City staff.

We appreciate the opportunity to continue our work with the City on this project. Should any questions arise, please feel free to contact me.

Very truly yours,

RUEKERT & MIELKE, INC.



Steven C. Wurster, P.E. (WI, IL)  
Senior Vice President/COO  
[swurster@ruekert-mielke.com](mailto:swurster@ruekert-mielke.com)

SCW:jkc

cc: Sara Arnold, P.E., City of Franklin  
Maria C. Kealey, E.I.T., Ruekert & Mielke, Inc.  
File

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH  
RUEKERT MIELKE FOR DRAINAGE IMPROVEMENTS IN RAWSON HOMES  
NEIGHBORHOOD NORTH OF W. MADISON BOULEVARD FOR \$62,925

---

WHEREAS, the Rawson Homes subdivision experiences poor drainage issues related to private property inflow and infiltration (PPII) work, and

WHEREAS, the Milwaukee Metropolitan Sewer District (MMSD) is funding a project to address the drainage concerns; and

WHEREAS, Ruekert Mielke is a qualified design consultant that has been instrumental in obtaining MMSD's project approval.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to execute a professional services contract with Ruekert Mielke for drainage improvements in Rawson Homes neighborhood north of W. Madison Boulevard for \$62,925

Introduced at a regular meeting of the Common Council of the City of Franklin the  
\_\_\_\_\_ day of \_\_\_\_\_, 2017, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED:

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

ATTEST:

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

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

GEM/db

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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>10/03/2017</b>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>A RESOLUTION AUTHORIZING MMSD FUNDING AGREEMENT FR07 PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION AGREEMENT FOR \$465,830 AND GREEN SOLUTIONS FUNDING AGREEMENT M03076P53 FOR \$171,858</b>	<b>ITEM NUMBER</b> <i>G.7.</i>

### **BACKGROUND**

For many years, Staff has been working with the residents of Rawson Homes (a residential area south of W. Rawson Avenue and west of S. 35<sup>th</sup> Street) to address drainage concerns. This area has been surveyed for willingness to participate in a traditional stormwater project and due to cost, the project was generally met with objections. Staff has reevaluated the goals of the project:

1. Remove the standing water from the front yard ditches.
2. Minimize or eliminate costs to the property owners.
3. Minimize or easily mitigate degradation to previously calculated MS4 water quality parameters.

From the above criteria, staff has proposed a project north of W. Madison Boulevard along S. 36<sup>th</sup> Street and S. 37<sup>th</sup> Street that would install a French drain beneath the existing ditches and discharge to a biofilter on the Franklin Parks parcel on the northwest corner of S. 36<sup>th</sup> Street and W. Madison Boulevard. MMSD has agreed to fund 100% of the project through the Private Property Inflow and Infiltration (PPII) reduction program and the Green Solutions program.

### **ANALYSIS**

Staff and Alderwoman Wilhelm held a neighborhood meeting on September 28, 2017. Of the 15 property owners that attended, all were in favor of this project. The only objection was that the project area should be expanded south of W. Madison Boulevard, if possible.

The MMSD Commission approved the attached Funding Agreement #7 on September 25, 2017. The Green Solutions agreement will be executed by MMSD upon returning to MMSD.

### **FISCAL NOTE**

Although the City will need to outlay the funds for this project, it is 100% reimbursable by MMSD.

### **COUNCIL ACTION REQUESTED**

A resolution authorizing the execution of MMSD Funding Agreement FR07 Private Property Infiltration And Inflow Reduction Agreement For \$465,830 and Green Solutions Funding Agreement M03076P53 For \$171,858.

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION AUTHORIZING  
MMSD FUNDING AGREEMENT FR07 PRIVATE PROPERTY INFILTRATION AND  
INFLOW REDUCTION AGREEMENT FOR \$465,830  
AND GREEN SOLUTIONS FUNDING AGREEMENT M03076P53 FOR \$171,858

---

WHEREAS, the Rawson Homes subdivision experiences poor drainage issues related to private property inflow and infiltration (PPII) work, and

WHEREAS, the Milwaukee Metropolitan Sewer District (MMSD) funded the PPII work and has additional funds that Franklin may access to address PPII related work; and

WHEREAS, the MMSD also has additional funds that Franklin may access to address green solutions.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to execute MMSD funding agreement FR07 Private Property Infiltration and Inflow Reduction agreement for \$465,830 and Green Solutions Funding Agreement M03076P53 for \$171,858.

Introduced at a regular meeting of the Common Council of the City of Franklin the  
\_\_\_\_\_ day of \_\_\_\_\_, 2017, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED:

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

ATTEST:

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

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

GEM/db

**EXHIBIT 2**  
**W. Madison Blvd. & S. 36th St. Biofiltration Analysis**  
**Drainage Basins and Existing Storm Sewer**

**Basin 1**  
**7.23 acres**

**Basin 2**  
**14.39 acres**



**City of Franklin**

*A Thriving Community in Southeastern Wisconsin*



0 125 250 500 750

Feet

**Legend**

- Outfall
- Manhole
- Inlet
- Inlet End Section
- Storm Sewer

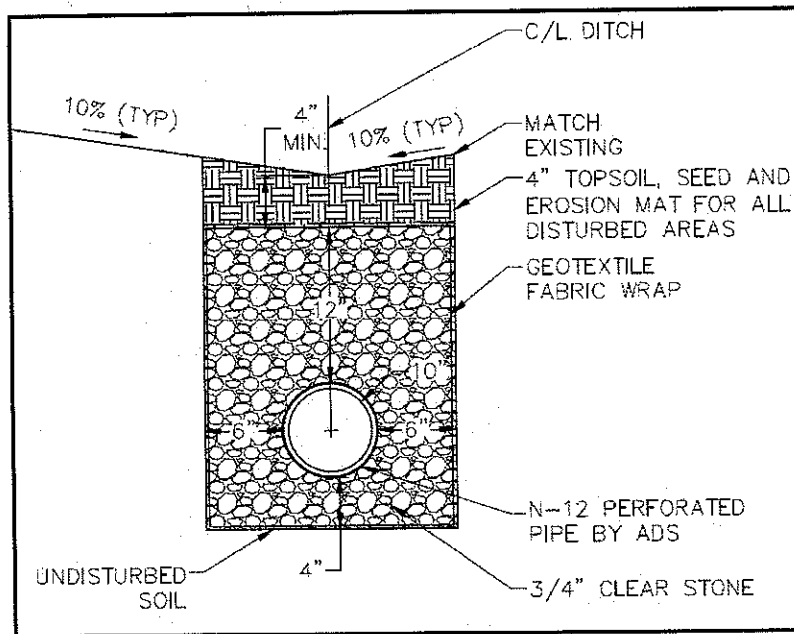


Figure 1: Proposed Ditch Cross Section

The second part of the project involves design and construction of a biofiltration device which will achieve the same amount of pollutant reductions that the existing grass swales achieved. The City plans to construct an approximately 10,000 square foot infiltration basin on City-owned park property that will utilize Focal Point engineered media, a high performance modular biofiltration system (HPMBS) which infiltrates runoff at approximately 100 inches per hour. Figure 2 below is a schematic of a typical Focal Point cross section.

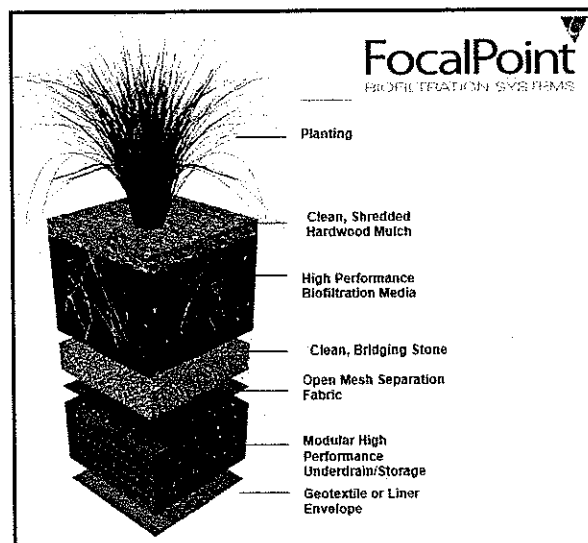


Figure 2: Typical Focal Point Cross Section



September 25, 2016

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

Subject: Funding Agreement FR07

Mr. Morrow,

Enclosed are two copies of Funding Agreement FR07 under the District Private Property Inflow and Infiltration Reduction Program. If acceptable, please complete City endorsements and return all copies. Completed originals will be returned for your files once all signatures are complete. Please contact me at 414.225.2161 or [jflogel@mmsd.com](mailto:jflogel@mmsd.com) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jerome Flogel', is written over the typed name.

Jerome Flogel, P.E.  
Senior Project Manager

Enclosure

JF

## **Funding Agreement FR07**

### **Private Property Infiltration and Inflow Reduction Agreement**

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Franklin (Municipality) with its municipal offices at 9229 W. Loomis Road, Franklin, WI 53213.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration") and stormwater also enters lateral sewers from foundation drains, improper connections and other sources ("inflow"); and

WHEREAS, infiltration and inflow increases the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District wishes to fund measures to reduce I/I from private property.

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

#### **1. Date of Agreement**

This Agreement becomes effective immediately upon signature by both parties and shall end when the Municipality receives final payment from the District; or when this Agreement is otherwise terminated as set forth herein.

#### **2. District Funding**

The District shall reimburse the Municipality for \$465,830 in costs for the private property I/I control work described in Attachment A ("the Work"). Additional funding for the project is being provided by the District through the Green Solutions program through a separate funding agreement. The District funding described within this agreement shall be provided as a reimbursement upon submission of quarterly invoices. Beyond the financial support for the Work, the District shall have no involvement in ownership, construction, maintenance or operation of the Work. The Municipality shall identify the District as a funder in informational literature and signage.

#### **3. Procedure for Payment**

The Municipality shall submit an invoice to the District for the amount to be reimbursed. Invoices may be submitted no more often than quarterly. The invoice should include a

documentation of all costs to be reimbursed. Invoices from consultants shall provide the hourly billing rates, if applicable, the hours worked by individuals, and a summary of the tasks accomplished.

Reports and invoices shall be submitted to:

Jerome Flogel, P.E.  
Senior Project Manager  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street  
Milwaukee, WI 53204 – 1446

Final reimbursement will not be provided until the project is complete and the Deliverables have been received.

#### **4. Changes in Work and Modifications to the Agreement**

Any changes to the Work must be approved by the District, in writing, in advance. The District may not reimburse for work that is not included in Attachment A unless prior written approval from the District is obtained.

This Agreement may be modified only in writing signed by both parties.

#### **5. Ongoing Reporting Obligation**

For a period of five years following the completion of the Work, the Municipality agrees to report to the District any problems which may arise with the completed Work. This information may be used by the District in planning future I/I reduction efforts.

#### **6. Permits, Certificates and Licenses**

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

#### **7. Public Bidding**

The selection of professional service providers must be performed in accordance with the Municipality's ordinances and policies. All non-professional service work (i.e. construction, sewer inspection, post-construction restoration) must be procured in accordance with State of Wisconsin statutes and regulations and in accordance with the Municipality's ordinances and policies. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

#### **8. Responsibility for Work, Insurance and Indemnification**

The Municipality is solely responsible for planning, design, construction and maintenance of the Work, including the selection and payment of consultants, contractors, and materials. The Municipality is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District shall not provide any insurance coverage of any kind for the Work or the Municipality.

The Municipality shall defend, indemnify and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability and expense

whatsoever (including attorneys fees and related disbursements) arising from or connected with the planning, design, construction, operation or maintenance of the Work.

#### **9. Terminating the Agreement**

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time, but will not receive any payment from the District if the Work is not completed.

#### **10. Exclusive Agreement**

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

#### **11. Severability**

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

#### **12. Applicable Law**

This Agreement is governed by the laws of the State of Wisconsin.

#### **13. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

#### **14. Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

#### **15. No Partnership**

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have authority to enter into contracts on the District's behalf.

#### **16. Assignment**

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

#### **17. Public Records**

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District



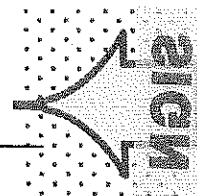
pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

**MILWAUKEE METROPOLITAN SEWERAGE  
DISTRICT**

**CITY OF FRANKLIN**

By: \_\_\_\_\_  
Kevin L. Shafer, P.E.  
Executive Director

By: \_\_\_\_\_  
Steve Olson  
Mayor



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

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

Approved as to form:

Clerk:

\_\_\_\_\_  
Attorney for the District

\_\_\_\_\_  
Sandi Wesolowski

\_\_\_\_\_  
Paul Rotzenberg  
Director of Finance & Treasurer

## Attachment A

### Background:

The residential neighborhood that aligns along S. 36<sup>th</sup> Street and S. 37<sup>th</sup> Place, south of W. Missouri Avenue, and north of W. Madison Boulevard in the City of Franklin relies solely on a system of shallow grass swales and culverts, which drain to an unnamed tributary of the Root River east of South 35th Street. High groundwater has caused persistent drainage issues. Recent sanitary sewer infiltration and inflow work routed foundation discharge to the surface and reduced inflow and infiltration significantly complicating the drainage issues. In response, Franklin intends to implement alternatives to the current and standard drainage and treatment methods.

### Project scope:

To reduce the nuisance concerns from continuous standing water in the swales, the proposed grass swale replacement involves filling the ditch with approximately two feet of clear stone and adding a perforated underdrain. The stone would be covered with a geotextile fabric and a minimum of 4-inches of topsoil to provide a gentle turf transition from the roadway to the front yards. Driveway culverts will be relayed and the clear stone would come up to the ground surface in certain locations to facilitate drainage. Drainage will be directed into a new approximately 10,000 square foot biofilter through the system of re-constructed ditches, inlets, and storm pipes. In response to high groundwater, the biofilter would require a clay liner. Thus, zero native infiltration is assumed for this design. The biofilter underdrain will convey the treated storm water to the existing storm sewer crossing South 36th Street. The biofilter design incorporates a proprietary high-performance media product, Focal Point that significantly reduces the foot print of the biofilter.

### Public Information and Education:

A neighborhood meeting will be held prior to construction to explain the project purpose and discuss any concerns of affected residents. It is anticipated that the project will be well received as many residents are eager to remediate the persistent drainage issues.

### Schedule:

Design will begin shortly after District funding approval. Franklin will commence construction approximately two months after the start of design and complete construction before December 31, 2017. Final restoration and details will be completed in spring 2018.

### Procurement:

The city will publicly bid the construction project with award to the lowest responsible bidder.

### Data Collection:

Daily construction inspection reports will be prepared by an on-site inspector.

### Budget:

The total project cost is estimated to be \$637,700. The District Green Solutions program is funding \$171,858 of the project through a separate funding agreement with \$465,830 to be funded through this PPI/I program funding agreement. The table below details the engineer's project cost estimate. Design and construction engineering and administration costs are included in the estimate as an assumed percentage of construction cost. Any minor discrepancies in values are due to estimates and rounding.

**City of Franklin**  
**South 36th St. & West Madison Blvd. Biofiltration Analysis**

<b>COST ESTIMATE FOR PROPOSED PROJECT</b>					
<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>EST. QTY</b>	<b>COST</b>
1	Erosion Control	L.S.	\$5,000.00	2	\$10,000.00
2	Focal Point Filter (Excavation and Installation)	C.Y.	\$1,000.00	185	\$185,185.19
3	Excavation and Grading (Retention Area)	C.Y.	\$15.00	333	\$5,000.00
4	Agrecol Rainwater Renewal Seed Mix	S.F.	\$0.10	8,000	\$800.00
5	10-Inch Underdrain	L.F.	\$40.00	80	\$3,200.00
6	Clay Liner	C.Y.	\$30.00	741	\$22,222.22
7	15-Inch RCP w/Spoil backfill	L.F.	\$60.00	550	\$33,000.00
8	Abandon Existing Storm Sewer	L.F.	\$2,000.00	1	\$2,000.00
9	Road Replacement	S.Y.	\$150.00	40	\$6,000.00
<b>BIOFILTER SUBTOTAL</b>					<b>\$267,407.41</b>
10	Stone for Ditch	C.Y.	\$15.00	1,200	\$18,000.00
11	Drain Tile for Ditches	L.F.	\$25.00	5,060	\$126,500.00
12	Geotextile Fabric for Ditches	S.Y.	\$3.00	4,498	\$13,493.33
13	Restoration (Topsoil, Seed, Mulch)	S.Y.	\$9.00	3,000	\$27,000.00
14	Driveway Replacement	S.Y.	\$45.00	750	\$33,750.00
15	Culvert Replacement - 12" CMP	LF	\$30.00	800	\$24,000.00
<b>DITCH SUBTOTAL</b>					<b>\$242,743.33</b>
<b>SUBTOTAL</b>					<b>\$510,150.74</b>
<b>CONTINGENCY</b>					<b>\$127,537.69</b>
<b>TOTAL</b>					<b>\$637,688.43</b>

**Deliverables:**

1. Through the District Sharepoint database, submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property including lateral lined, cleanout installed, and section repair, etc.
2. Provide samples of all public outreach/public education documents.
3. Draft plan and specification documents for review for all proposed work.
4. Final version of project documents including but not limited to plans, specifications, bidding documents, and meeting schedule reviewed and approved by the District.
5. Accurate schedule of field activities updated on a weekly basis.
6. Notification of public and project meetings with inclusion of the District in participation thereof.
7. Progress reports on project activities and public outreach activities on a monthly basis or with pay reimbursement request, whichever occurs more frequently.
8. Inspection reports from the field engineer for work completed on a monthly basis or with expense reimbursement request, whichever occurs more frequently.
9. Photo documentation of project work in jpeg format on disc, jump drive or other format

- agreeable to both parties.
10. Quality control and quality assurance reports by the contractor submitted on a regular basis as work progresses.
  11. Post-work survey results collected from property owners.
  12. Summary report upon completion of the project outlining quantifiable results of the completed work based on pre-work estimates, measurements, or data collected. The report shall include a specific section reporting on the results of the PI effort including follow up contact with residents in the project area as included in the PI plan. The report shall include specific details on the results of the efforts in planning that were intended to maximize efficiency and results as well as lessons learned throughout the project that may be applied in subsequent projects. The report shall include accounting of total project costs including municipality internal costs by category (engineering, public outreach, etc.).
  13. The City will be responsible for providing pre-workflow data and reporting post-workflow monitoring data and or other data related to identified measures of success for at least 2 years post-work completion or as long as data is available, whichever period is longer, and reporting on any problems with the work for 5 years.



## Green Solutions Funding Agreement M03076P53

### 36<sup>th</sup> Street Biofilter

This Agreement is between the Milwaukee Metropolitan Sewerage District (District), 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Franklin (Franklin), 9295 West Loomis Road, Franklin, Wisconsin 53132.

WHEREAS, Wisconsin law authorizes any municipality to establish an intergovernmental cooperation agreement with another municipality for the furnishing of services (Wis. Stat. sec. 66.0301); and

WHEREAS, the District is responsible for collecting and treating wastewater from locally-owned sewerage systems in the District's service area; and

WHEREAS, during wet weather, stormwater enters the sewerage system, increasing the volume of wastewater the District must collect and treat; and

WHEREAS, during wet weather, stormwater directly enters surface water, increasing pollution levels in those waterways and increasing the risk of flooding; and

WHEREAS, green infrastructure, such as constructed wetlands, rain gardens, green roofs, bioswales, and porous pavement, reduces the volume of stormwater in the sewerage system and the amount of pollutants discharged to surface waters; and

WHEREAS, the District's wastewater discharge permit requires the installation of twelve million gallons of new green infrastructure retention capacity before the end of 2017; and

WHEREAS, the District wants to expedite the amount of green infrastructure installed in its service area; and

WHEREAS, Franklin plans to install green infrastructure that supports the District's green infrastructure goals;

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows.

#### **1. Date of Agreement**

This Agreement becomes effective immediately upon signature by both parties and ends when Franklin receives final payment from the District or when the parties terminate this Agreement according to sec. 12 of this Agreement.

## **2. District Funding**

The District will reimburse Franklin for the cost of the project described in the attached project description (Project), up to \$171,858. The District will provide funding after the District receives the Baseline Report and the Conservation Easement.

## **3. Location of the Project**

The Project location is at the northwestern corner of the intersection of South 36<sup>th</sup> Street and West Madison Boulevard in Franklin.

## **4. Baseline Report**

After completion of the Project, Franklin will provide a Baseline Report using forms provided or approved by the District. The Baseline Report will include:

- (a) a site drawing, showing the Project as completed;
- (b) design specifications for the Project, including rainwater capture capacity (maximum per storm) and other information regarding runoff rate reduction or pollutant capture;
- (c) a legal description of the property where the Project is located;
- (d) photographs of the completed Project;
- (e) a maintenance plan;
- (f) an outreach and education strategy, including a description of events or activities completed or planned;
- (g) an itemization of all construction costs, with supporting documentation;
- (h) a W-9 Tax Identification Number form;
- (i) a Small, Veterans, Women, and Minority Business Enterprise Report; and
- (j) an Economic Impact Report, showing the total number of people and the estimated number of hours worked on design and construction of the Project by Franklin's employees, contractors, consultants, and volunteers.

## **5. Procedure for Payment**

Franklin will submit an invoice to the District for the amount to be reimbursed. The invoice will document all costs to be reimbursed. Invoices from consultants will provide: their hourly billing rates, if applicable; the hours worked, by individual; and a summary of the tasks accomplished.

Franklin will send the Baseline Report and the invoice to:

Andrew Kaminski, Project Manager  
Milwaukee Metropolitan Sewerage District  
260 West Seeboth Street  
Milwaukee, Wisconsin 53204 – 1446

The District will not provide reimbursement until the Project is complete and the District has received all required deliverables.

**6. Changes in the Project and Modifications to the Agreement**

Any changes to the Project must be approved by the District in writing in advance. The District will not reimburse for work that is not described in the original project description unless Franklin obtains prior written approval from the District.

**7. Modifications to this Agreement**

Any modifications to this Agreement will be in writing and signed by both parties.

**8. Project Maintenance**

Franklin will maintain the Project for at least ten years. If the Project fails to perform as anticipated or if maintaining the Project is not feasible, then Franklin will provide a report to the District explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project will make Franklin ineligible for future District funding until Franklin corrects the maintenance problems.

**9. Permits, Certificates, and Licenses**

Franklin is solely responsible for compliance with all federal, state, and local laws and any required permits, certificates, or licenses.

**10. Public Bidding**

Franklin must select professional service providers according to Franklin's ordinances and policies. Franklin must procure all non-professional services, such as construction, sewer inspection, and post-construction restoration, according to State of Wisconsin statutes and regulations and Franklin's ordinances and policies. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and Franklin must provide an opinion from a licensed attorney representing Franklin explaining why the procurement complies with State of Wisconsin law and Franklin's ordinances.

**11. Responsibility for Work, Insurance, and Indemnification**

Franklin is solely responsible for planning, design, construction and maintenance of the Project, including the selection of and payment for consultants, contractors, and materials.

Franklin is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District will not provide any insurance coverage of any kind for the Project or Franklin.

Franklin will defend, indemnify, and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability, and expenses, including attorney's fees and related disbursements, arising from or connected with the planning, design, construction, operation, or maintenance of the Project.

**12. Terminating this Agreement**

The District may terminate this Agreement at any time before the commencement of construction. After the commencement of construction, the District may terminate this Agreement only for good cause, including, but not limited to, breach of this Agreement by Franklin. Franklin may terminate this Agreement at any time, but will not receive any payment from the District if Franklin does not complete the Project.

**13. Conservation Easement**

After the completion of construction, Franklin will grant a Conservation Easement to the District. The Conservation Easement will be limited to the Project. The term of the Conservation Easement will be ten years. Franklin will cooperate with the District to prepare the Conservation Easement.

**14. Exclusive Agreement**

This Agreement is the entire agreement between Franklin and the District.

**15. Severability**

If a court holds any part of this Agreement unenforceable, then the remainder of the Agreement will continue in effect.

**16. Applicable Law**

The laws of the State of Wisconsin apply to this Agreement.

**17. Resolving Disputes**

If a dispute arises under this Agreement, then the parties will try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. The parties will equally share the costs and fees associated with the mediation, other than attorney's fees. If the dispute is not resolved within 30 days after it is referred to the mediator, then either party may take the matter to court.

**18. Notices**

All notices and other communications in connection with this Agreement will be in writing and will be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

**19. Independence of the Parties**

This Agreement does not create a partnership. Franklin does not have authority to make promises binding upon the District or otherwise have authority to enter into contracts on the District's behalf.

**20. Assignment**

Franklin may not assign any rights or obligations under this Agreement without the District's prior written approval.

**21. Public Records**

Franklin will produce any records in the possession of Franklin that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, Wis. Stats. secs. 19.31 to 19.39. Franklin will indemnify the District against any and all claims, demands, or causes of action resulting from Franklin's failure to comply with this requirement.

**Signatures on Next Page**



**MILWAUKEE METROPOLITAN  
SEWERAGE DISTRICT**

**CITY OF FRANKLIN**

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

Kevin L. Shafer, P.E.  
Executive Director

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

Stephen R. Olson  
Mayor

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

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

Approved as to Form

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

Attorney for the District

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

Sandra L. Wesolowski  
City Clerk

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

Paul Rotzenberg  
Director of Finance & Treasurer

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

Jesse A. Wesolowski  
City Attorney

## Green Solutions Funding Agreement M03076P53

### **36<sup>th</sup> Street Biofilter**

#### **Project Description**

The residential neighborhood near West Madison Boulevard and South 36<sup>th</sup> Street relies solely on a system of shallow grass swales and culverts, which drain to an unnamed tributary of the Root River east of South 35<sup>th</sup> Street. Figure 1 shows the project area. High groundwater has caused persistent drainage issues. Recent sanitary sewer infiltration and inflow work has exacerbated these issues. In response, Franklin intends to implement alternative drainage and treatment methods.

To reduce the nuisance concerns from continuous standing water in the swales, the proposed grass swale replacement involves filling the ditch with approximately two feet of clear stone and adding a perforated underdrain. The stone would be covered with a geotextile fabric and a minimum of 4-inches of topsoil to provide a gentle turf transition from the roadway to the front yards. Figure 2 shows a typical section for ditch improvements. Driveway culverts would be relayed and the clear stone would come up to the ground surface in certain locations to facilitate drainage.

The second part of this project involves determining a new way to achieve the same amount of pollutant reduction that the existing grass swales achieved. Runoff will be directed into the biofilter through a system of ditches, inlets, and storm pipes. Figures 1 and 3 show the location of the biofilter. In response to high groundwater, the biofilter would require a clay liner. Thus, zero native infiltration is assumed for this design. The biofilter underdrain would convey the treated storm water to the existing storm sewer crossing South 36<sup>th</sup> Street. The biofilter design incorporates Focal Point media, as shown in Figure 4. This product is a high performance modular biofiltration system, which infiltrates runoff at approximately 100 inches per hour, reducing leading to a smaller footprint. The biofilter will have an area of approximately 10,000 square feet and a retention capacity of approximately 75,000 gallons.

#### **Schedule**

Design will begin shortly after District funding approval. Franklin will commence construction approximately two months after the start of design and complete construction before December 31, 2017.

#### **Budget**

The total project cost is approximately \$638,000. The cost for the biofilter is approximately \$194,185.

### **Outreach and Education**

Franklin will post educational signage at the Project site. This signage will acknowledge District funding for the Project. In addition, Franklin will describe the Project and its benefits in a community newsletter or web page.

Figure 1: Project Location

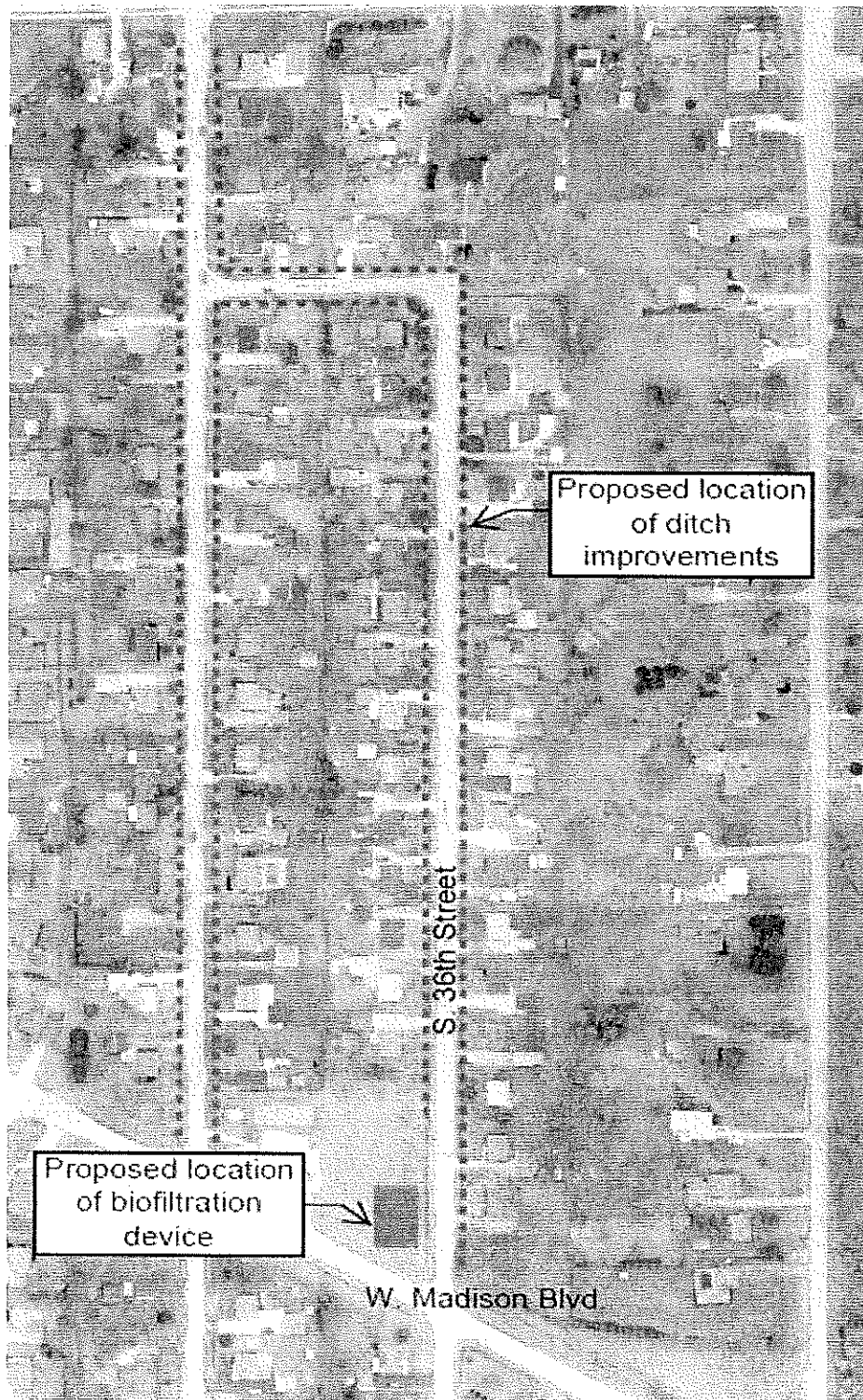


Figure 2: Typical Section for Ditch Improvements

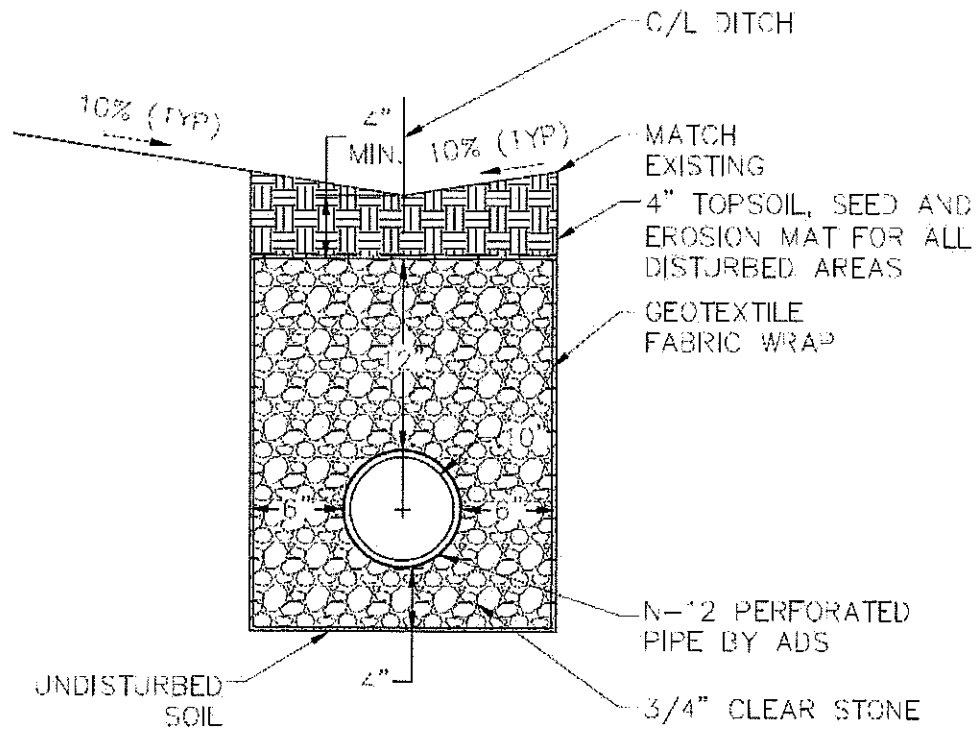


Figure 3: Biofilter Location

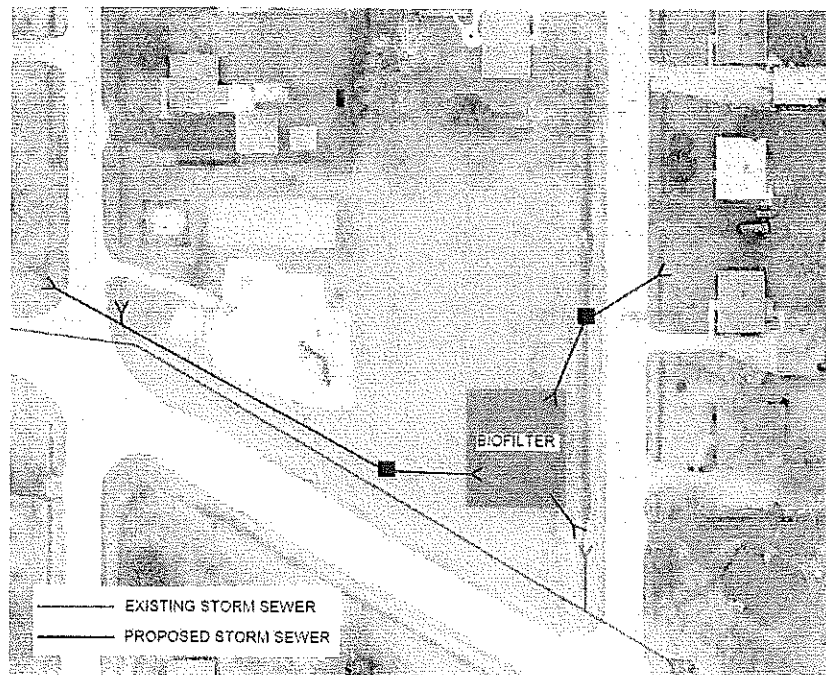


Figure 4: Typical Biofilter Configuration

