

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/20/16</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RECOMMENDATION TO THE COMMON COUNCIL TO AMEND §183-48 A. OF THE MUNICIPAL CODE "REGULATIONS GOVERNING PARKS," TO CHANGE PARK HOURS BY REPLACING THE WORDS "BETWEEN THE HOURS OF 9:00 A.M. AND 9:00 P.M." WITH "FROM DAWN TO DUSK."</p>	<p style="text-align: center;"><i>G. 8.</i></p>

At the September 12, 2016, meeting of the Park Commission, the following action was approved: move to recommend to the Common Council to amend §183-48 A. of the Municipal Code "Regulations Governing Parks," to change park hours by replacing the words, "between the hours of 9:00 a.m. and 9:00 p.m." with "from dawn to dusk".

While reviewing park permits in the fall of 2015, the Parks Commission began a discussion about park operating hours. Concerns were raised with the current operating hours of 9:00 a.m. to 9:00 p.m. because they allow people to be in City parks after dark for a significant portion of the year. Furthermore, the current hours prevent residents from legally using City parks prior to 9:00 a.m., even though it is light out earlier in the morning.

The proposed change in hours will provide Franklin Police officers the opportunity to issue warnings to visitors to vacate City parks after dark when there should not be any activity occurring. However, the proposed change does not affect the hours that park facilities (e.g. restrooms, pavilions, etc.) will be available. City park facilities will continue to be opened and closed during regular business hours when City Staff are available to do so. Please note park visitors are at all times subject to City's Noise Ordinance (Chapter 183 Article XIII. Noise and Vibrations of the Municipal Code).

While researching this topic Staff found two communities with comparable populations to Franklin (Brookfield, Wisconsin and Jackson, Michigan), who recently changed their park operating hours to dawn to dusk. In both instances, the rationale for the change was to prevent issues associated with visitors being in parks after dark (e.g. noise, loitering, vandalism, etc.).

The Wisconsin Department of Natural Resources defines dawn to dusk as, "30 minutes before sunrise to 20 minutes after sunset". Included in your packet materials, are sunrise and sunset times for the City of Franklin for the months of October, November and December of 2016. This type of information is readily available online.

COUNCIL ACTION REQUESTED

A motion to adopt Ordinance No. 2016-_____, an ordinance to amend §183-48 A. of the Municipal Code "Regulations Governing Parks", pursuant to the recommendation of the Parks Commission to change park hours by replacing the words, "between the hours of 9:00 a.m. and 9:00 p.m." with "from dawn to dusk."

Or,

Action on the above item as the Common Council deems appropriate

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

DRAFT 02/10/16

ORDINANCE NO. 2016-_____

AN ORDINANCE TO AMEND §183-48 OF THE MUNICIPAL CODE, "REGULATIONS GOVERNING PARKS", PURSUANT TO THE RECOMMENDATION OF THE PARK COMMISSION

WHEREAS, the Park Commission has recommended to the Common Council to amend §183-48 A. of the Municipal Code to change park hours by replacing the words, "between the hours of 9:00 a.m. and 9:00 p.m." with "from dawn to dusk."

WHEREAS, the Common Council having found and determined that such amendment as recommended was reasonable, necessary and in the public interest.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §183-48A. of the Municipal Code of the City of Franklin, Wisconsin, is hereby amended to read as follows:

"All City parks are open daily from dawn to dusk and shall be closed at all other times unless other hours are authorized under a park permit."

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this day of _____, 2016, by Alderman _____.

ORDINANCE NO. 2016-_____

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Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

*City of Franklin, WI
Tuesday, September 13, 2016*

Chapter 183. Orderly Conduct

Article XIV. Parks and Recreation

[Adopted 8-5-1997 by Ord. No. 97-1461 as Secs. 10.41 and 10.51 of the 1997 Code]

§ 183-47. Adoption of standards.

Chapter 47, Code of Ordinances for Milwaukee County, and as amended from time to time, is hereby adopted by reference and made a part of this article as if fully set forth herein.

§ 183-48. Regulations governing parks.

- A. All City parks are open to the public daily between the hours of 9:00 a.m. and 9:00 p.m. and shall be closed at all other times unless other hours are authorized under a park permit.
- B. No sales of anything for profit or nonprofit shall be permitted in City parks unless authorized by special permit from the Park Department.
- C. Rules and regulations governing the use and activities in the City parks, as adopted by the City Park Commission and amended from time to time, on file in the office of the City Clerk, are adopted herein by reference and made a part of this article as though fully set forth herein.

dawn

noun

Full Definition of *dawn*

: the first appearance of light in the morning followed by sunrise

Examples of *dawn* in a sentence

1. as *dawn breaks* over the city
2. Winter brings late *dawns* and early sunsets.

Source: Merriam-Webster's Learner's Dictionary

dusk

noun

Simple Definition of *dusk*

: the time when day changes into night and the sky begins to get darker

Examples of *dusk* in a sentence

1. The park closes *at dusk*.
2. <we stopped playing *at dusk*, since it was getting too dark to see the ball>

Source: Merriam-Webster's Learner's Dictionary

Chapter 183. Orderly Conduct

Article XIII. Noise and Vibrations

[Adopted 8-5-1997 by Ord. No. 97-1461 as Sec 10.14 of the 1997 Code]

§ 183-38. Scope.

[Amended 11-4-1997 by Ord. No. 97-1471; 4-9-2003 by Ord. No. 2003-1747]

This article shall apply to all sound and vibration originating within the limits of the City, except as may be subject to Chapter 178, Nuisances, § 178-1, or § 183-49 or any performance standards or conditions required or imposed under the Unified Development Ordinance.

§ 183-39. Definitions.

- A. All terminology used in this article not defined below shall be in conformance with applicable publications of the American National Standard Institute (ANSI) or its successor body.
- B. As used in this article, the following terms shall have the meanings indicated:

AIRBLAST

An airborne shock wave resulting from detonation of explosives.

A-WEIGHTED SOUND LEVEL

The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A) or dBA.

DECIBEL (DB)

A unit measuring the volume of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure which is 20 micropascals (20 micronewtons per square meter).

DEPARTMENT

The City Police Department.

EMERGENCY

Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

EMERGENCY WORK

Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

EQUIVALENT A-WEIGHTED SOUND LEVEL (LEQ)

The constant sound level that in a given situation and time period conveys the same sound energy as the actual time varying A-weighted sound.

SOUND

An oscillation in pressure, particle displacement, particle velocity or other physical parameter in a medium with internal forces that cause compression and rare action of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

SOUND LEVEL

The weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B or C, as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4 - 1971, or the latest approved revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.

SOUND PRESSURE

The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space as produced by sound energy.

UNREASONABLE ANNOYANCE

An excessive, repeated noise, action or other disturbance that is not justified by reason.

VIBRATION

An oscillatory motion of solid bodies of deterministic or random nature described by displacement, velocity or acceleration with respect to given reference point.

§ 183-40. Noise disturbances prohibited.

No person shall make, continue, cause to be made or permit operation of any device on land owned, used or rented by such person, including but not limited to the following:

- A. Radios, television sets, musical instruments and similar device. Operating, playing or permitting the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier or similar device which produces, reproduces or amplifies sound:
 - (1) In such a manner as to create a noise disturbance across a residential real property boundary.
 - (2) In such a manner as to create a noise disturbance at 50 feet (15 meters) from such device, when operated in or on a public right-of-way or public space.
 - (3) This subsection shall apply to all motor vehicles and motorcycles, whether or not registered or licensed.
- B. Loudspeakers/public address systems. Using, operating or permitting the operation of any loudspeaker, public address system or similar device, such that the sound therefrom creates a noise disturbance.
- C. Animals and birds. Owning, possessing or harboring any animal or bird which frequently or for continued duration, howls, barks, meows, squawks or makes other sounds which create a noise disturbance.
- D. Construction and tool use. Operating or permitting the operation of any tools or equipment between 9:00 p.m. and 7:00 a.m. the following day such that sound therefrom creates a noise disturbance, except for emergency work of public service utilities. Hours of operation may be extended, except on Sundays, for operations or work under public contracts where the Clerk, upon the request of the City Engineer, deems such extension reasonably necessary under the circumstances. The Clerk may revoke such permission upon twenty-four-hour notice to the general contractor of such work, where the Clerk determines the benefits to the community by such extension are outweighed by the noise disturbance created thereby.
- E. Vehicle or motorboat repairs and testing. Repairing, rebuilding, modifying or testing any motor vehicle, boat or motorcycle in such a manner as to cause a noise disturbance.
- F. Explosives, firearms and similar devices. Impulsive sound from explosives, firearms and similar devices shall be regulated solely by the provisions of § ILHR 7.64, Wis. Adm. Code, as amended from time to time, hereby adopted by reference, exclusive of provisions relating to penalties. Any act required to be performed or prohibited by § ILHR 7.64 is required or prohibited by this article.
- G. Emergency signaling devices.

- (1) The sounding or permitting the sounding outdoors of any fire, burglar or emergency government alarm, siren, whistle or similar signaling device such that the sound therefrom creates a noise disturbance, except for actual emergency purposes.
- (2) Testing a stationary emergency signaling device shall occur at the same time of day each time such a test is performed, but not before 7:00 a.m. or after 7:00 p.m. Any such testing shall use only the minimum cycle test time. In no case shall such test time exceed 60 seconds.

H. Noise limits for vehicles in use. No person may operate or permit the operation of a motor vehicle on a public right-of-way within the City under any conditions of grade, load, acceleration or deceleration in a manner which exceeds the sound level limits specified in the following table for the category of vehicle at the posted or advisory speed:

Maximum Motor Vehicle Permissible Sound Levels, dBA Highway Operations

Vehicle Class	Speed Limit	
	35 mph or less	Above 35 mph
All motor vehicles or combination vehicles having a Gross Vehicle Weight Rating or Gross Combined Weight Rating of less than 10,000 pounds, including passenger motor vehicles, amphibious craft on land and dune buggies	72	79
All motor vehicles or combination motor vehicles having a Gross Vehicle Weight Rating or Gross Combined Weight Rating of 10,000 pounds or greater	86	90
Motorcycles	78	87

I. Motor vehicle racing.

- (1) No person may operate, permit the operation of or own or control land upon which is operated a motor vehicle engaged in a race in excess of the following:
 - (a) For the year 1988: 105 dBA.
 - (b) For the year 1989: 103 dBA.
 - (c) For the year 1990 and after: 95 dBA.
- (2) The sound level shall be measured 50 feet from the noise source.

J. Prohibited. Except as specifically set forth in Subsections **A** through **I** above, no person shall make, continue, cause to be made or permit the operation of any device on land owned, used or rented by such person which device makes or causes a noise disturbance.

§ 183-41. Noise regulated.

A. Permit required.

- (1) No person shall operate, permit the operation or allow his or her property to be used for such operation of anything which makes or causes a sound at a level between 70 dBA and 79 dBA as measured at the real property boundary of the noise source or beyond 50 feet from the noise source when operated in a public space without a permit, except as otherwise provided in § 183-40F, H and I and Subsection B of this section.
- (2) Such permits shall be issued by the City Council annually upon payment of a fee of \$75 and application stating the name of the applicant, the address where the sound will be made, anticipated dates and times

of operation and what technologically reasonable steps to minimize the noise have been taken. Permits may be conditioned upon the applicant taking technologically reasonable steps to minimize the noise.

- (3) Any person creating or allowing such sound without a permit shall pay double the permit fee in addition to any other penalties authorized by this article.

B. Variances for community events.

- (1) The City Council may issue variances for single events which create noise from 80 dB to 89 dB measured at the real property boundary or 50 feet from the source if the noise originates on public space consisting of special public events, such as parades, Fourth of July celebrations, St. Martins' Fair, school band playing and similar public, community events which are limited in duration. The variances may limit the hours and duration of the variance and may be conditioned upon the applicant taking technologically reasonable steps to minimize the noise.
- (2) The variance may be granted upon payment of a fee of \$100 and application stating the name of the applicant, address of the event, date and times of operation, what technologically reasonable steps will be taken to minimize the noise and a noise impact statement. The contents of the noise impact statement shall be determined by the City Clerk. The City Council may waive the fee for events sponsored by nonprofit organizations or government.

§ 183-42. Vibrations regulated.

- A. Except as otherwise specifically provided in this article, the provisions of Ch. ILHR 7, Wis. Adm. Code, as amended from time to time, are hereby adopted by reference and made a part of this article as though fully set forth herein, exclusive of provisions relating to penalties. Any act required to be performed or prohibited by Ch. ILHR 7 is required or prohibited by this article.
- B. In addition to preblast notice required by Ch. ILHR 7, Wis. Adm. Code, the contractor shall notify the Department in advance of all blasting.

§ 183-43. Emergency exception.

The provisions of this article shall not apply to the emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.

§ 183-44. Remedies.

- A. Immediate threats to health and welfare. The Department shall order an immediate halt to any sound which exposes any person to continuous sound levels in excess of those shown in Table I below or to impulsive sound levels in excess of those shown in Table II below. Within 10 days following issuance of such an order, the City shall apply to the appropriate court for an injunction to replace the order.

Table I

Continuous Sound Levels Which Pose an Immediate Threat to Health and Welfare (measured at 50 feet or 15 meters)^[1]

Sound Level Limit (dBA)	Duration
90	24 hours
93	12 hours
96	6 hours
99	3 hours
102	1.5 hours
105	45 minutes
108	22 minutes

Table II

Impulsive Sound Levels Which Pose an Immediate Threat to Health and Welfare (measured at 50 feet or 15 meters)

Sound Level dBA	Number of Repetitions Per Twenty-Four-Hour Period
145	1
135	10
125	100

[1] *Editor's Note: Use equal energy time-intensity tradeoff if level varies; find energy equivalent over 24 hours.*

- B. Citizen suits.
- (1) Any person may commence a civil action on his or her own behalf against any person who is alleged to be in violation of any provision of this article. The circuit court shall have jurisdiction to grant such relief as it deems necessary.
 - (2) In any action under this article, the City may intervene as a matter of right.
 - (3) Other. No provision of this article shall be construed to impair any common law or statutory cause of action or legal remedy of any person for injury or damage arising from any violation of this article or from other law.

§ 183-45. Enforcement.

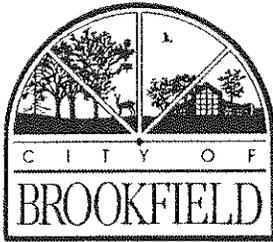
- A. Administration. The noise control program established by this article shall be administered by the City Police Department.
- B. Powers of the Department. In order to implement and enforce this article and for the general purpose of sound and vibration abatement and control, the Department shall have, in addition to any other authority vested in it, the power to:
- (1) Inspect. Stop any motor vehicle or motorcycle operated on a public right-of-way, public space or private property open to the public, reasonably suspected of violating any provision of this article, and require the motor vehicle or motorcycle to be inspected or tested as the officer may reasonably require; enter and inspect any place open to the public during the hours when it is open to the public without consent and without a warrant; and enter and inspect any private property or place with consent or with a warrant.
 - (2) Records. Require the owner or operator of any commercial or industrial activity to establish and maintain records and make such reports that the Department may reasonably prescribe.
 - (3) Measurements by the owner or operator. Require the owner or operator of any commercial or industrial activity to measure the sound level of or the vibration from any source in accordance with the methods and procedures and at such locations and times as the Department may reasonably prescribe and to furnish reports of the results of such measurements to the Department. The Department may require the measurements to be conducted in the presence of its enforcement officials.
 - (4) Impound. Seize and hold any motor vehicle or motorcycle reasonably believed to be useful as evidence.
 - (5) Investigate and pursue violations. Investigate and pursue possible violations of this article, including issuance of citations.
 - (6) Delegate authority. Delegate functions, where appropriate under this article, to other agencies or departments within the City.

§ 183-46. Violations and penalties.

- A. Any person who violates any provision of this article shall be subject to a penalty as provided in § 183-79 of this chapter.

B. Each motor vehicle or motorcycle permitted to be operated in a single space at one time shall constitute a separate offense.^[1]

[1] *Editor's Note: Original Section 10.15, False Alarms Prohibited, which immediately followed this subsection, was repealed 12-15-1998 by Ord. No. 98-1526. See Ch. 76, Alarms.*



MINUTES OF A REGULARLY SCHEDULED MEETING OF THE
PARKS & RECREATION COMMISSION HELD ON MONDAY
FEBRUARY 1, 2016 AT 7:00 P.M. IN THE COMMON COUNCIL
CHAMBERS, 2000 NORTH CALHOUN ROAD, BROOKFIELD,
WISCONSIN

MEMBERS PRESENT: Chairman Alan Nosbusch, Michael Davis,
Jeff Hershberger, Ald. Jerry Mellone, Kari Clappier

MEMBERS EXCUSED: Charlene Dwyer, Todd Sobrilsky

OTHERS PRESENT: Bill Kolstad, Director, Gary Majeskie,
Parks and Forestry Superintendent, Amy Fricke, Recording
Secretary

1. Chairman Nosbusch noted a quorum present and called the Parks & Recreation Commission to order at 7:00 p.m.
2. Minutes of the January 4, 2016 meeting:
Motion by Ms. Clappier, second by Mr. Davis, to approve the minutes of the January 4, 2016, Parks and Recreation Commission meeting. Motion carried 4-0.
3. Unfinished Business:
None
4. New Business
 - a. Consideration of staff proposal relative to modifying park operating hours at various park locations throughout the City.
Mr. Kolstad referred the Commission to the staff report* and indicated that this subject had previously been discussed as part of the plan review for the proposed Meadows of Brookfield neighborhood Park. He stated that during the discussion staff had expressed an ongoing concern regarding operating hours of neighborhood parks (presently 6:30 a.m. to 10:00 p.m.) which allows people to be in the parks during darkness for a significant portion of the year. He indicated that the staff proposal/recommendation was to change the currently posted hours of 6:30 a.m. – 10:00 p.m. at the neighborhood and district parks to “Dawn to dusk or until conclusion of scheduled Parks and Recreation activities or extended by permit (Municipal Code Section 12.24.080).” He stated that the two community parks (Wirth Park and Mitchell Park), would essentially remain the same with hours posted as “6:00 a.m. to 10:00 p.m. or until conclusion of scheduled Parks & Recreation activities or extended by permit.” He further stated that Mitchell Park signage would contain additional language indicating that the “Wilson Center grounds and parking lots will remain open 30 minutes after the conclusion of scheduled events.” Mr. Kolstad indicated that the proposal has been reviewed by the City Attorney and Chief of Police with no significant concerns expressed.

The Commission began to discuss the proposal and Chairman Nosbusch asked if the phrase, dawn to dusk, would confuse park patrons and present enforcement

problems for police officers. Mr. Kolstad responded that the Police Chief believed that although there is not specific start and end times that the proposed language would be enforceable if necessary and would primarily allow officers to issue warnings with the purpose of having park visitors vacate the premises after dark. Mr. Hershberger asked whether this was a significant issue and Mr. Kolstad responded that he frequently receives police reports regarding people in the parks after hours now and that the proposed change will reduce the range of time when people would be allowed to be in the parks when there essentially should be no activity occurring.

Ms. Clappier moved, seconded by Ald. Mellone, approval of the staff proposal relative to modifying park operating hours at various locations throughout the City. Motion carried 4-0.

b. *Consideration of low bid and award of contact to Century Fence Company in the amount of \$14,447.00 for the Lilly Heights Park Ball Diamond Fencing Project #PR-04-16.

Mr. Kolstad indicated that this project is one of the Phase II elements of the overall park development project which will also include final landscaping (i.e. planting of trees and shrubs). He stated that the project was advertised for bids on January 14, 2016 with five vendors responding to the advertisement as summarized in the Summary of Bids * that was part of the staff report*. He further stated that the apparent low bidder was Century Fence Company who also completed a very similar fencing project at Fairview Park.

Mr. Davis moved, seconded by Ald. Mellone, approval of the low bid from Century Fence Company in the amount of \$14,447.00 and authorization for staff to initiate a construction contract subject to review by the City Attorney. Motion carried 4-0.

5. Announcements/Reports

b. The next regularly scheduled meeting is March 7, 2016

c. Staff Reports and Correspondence

Administration – Mr. Kolstad updated the Commission regarding the status of the Meadows of Brookfield Park project and indicated that the project had received final approval from the Common Council and is scheduled to be advertised for bids on February 11, and 18 with an award of the contract in early March.

Office – Ms. Fricke reported the following:

- Adult Softball registration has begun for returning teams (February 1 – through February 19th) with new teams being accepted if spaces are available after that time.
- Youth baseball softball registration scheduled to begin on Monday,

Parks & Forestry Division- Mr. Majeskie reported the following:

- Staff has been working on snow and ice control and skating rinks
- Parks and Highway Staff are working on the annual tree pruning program/cycle.

6. Adjournment

Motion by Mr. Clappier, second by Mr. Davis to adjourn the Parks and Recreation Commission meeting. Motion carried 4-0. Meeting adjourned at 7:15 p.m.

City of Brookfield
 Department of Parks, Recreation and Forestry
PARK HOURS PROPOSAL

PARK	CURRENT HOURS AS POSTED	STAFF RECOMMENDED HOURS
Beverly Hills Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Brookfield Manor Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Camelot Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Canterbury Hills Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Cardinal Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Dousman-Dunkel-Behling Inn & Historic Park	6:30 a.m.-9:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Endcott Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Fairview North Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Imperial Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Kinsey Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Krueger Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Lampighter Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Lilly Heights Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Mary Knoll Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
McCoy Field	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Meadows of Brookfield Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)

PARK	CURRENT HOURS AS POSTED	STAFF RECOMMENDED HOURS
Mitchell Park	Same as proposed	6:00 a.m.-10:00 p.m. or until conclusion of scheduled Parks & Recreation activities or extended by permit. Wilson Center grounds and parking lots will remain open 30 minutes after the conclusion of scheduled events.
Mound Zion	Dawn to dusk	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Rolling Meadows Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Ruby Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Three Meadows Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Voigt Soccer Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Westchester Park	Dawn to dusk	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Weston Hills Park	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Wirth Park - Main	6:30 a.m.-10:30 p.m.	6:00 a.m.-10:00 p.m. or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)
Wirth Park - South	6:30 a.m.-10:00 p.m.	Dawn to dusk or until conclusion of scheduled Parks & Recreation activities or extended by permit (Municipal Code Section 12.24.080)

Orrin Sumwalt

From: Clarke Johnson [cjsjohnson@tds.net]
Sent: Wednesday, September 07, 2016 2:33 PM
To: Orrin Sumwalt
Subject: RE:FYI

JACKSON, MI – Instead of staying open until 10 p.m., Jackson's city parks now will close at dusk.

At its Tuesday, Sept. 6 meeting, the city council unanimously approved the ordinance putting this new rule into effect. It goes into effect Oct. 7.

At that point, all city parks will be open from dawn to dusk, similar to parks in Jackson County and other municipalities. Previously, all parks besides Ella Sharp Park were open from 7 a.m. to 10 p.m. Ella Sharp Park previously opened at 5 a.m.

"In the communities that have people in the park until 10 or 11 o'clock at night, it's become an issue when they're in the neighborhood around the houses as far as noise levels and different things like that," said Kelli Hoover, director of parks, recreation and grounds.

Sent from [Mail](#) for Windows 10

From: [Orrin Sumwalt](#)
Sent: Thursday, September 1, 2016 4:48 PM
To: [Steve Olson](#); [Alderman](#); [Department Heads](#); [Ron Romeis](#); ['JaneWRFMLaw@aol.com'](#); [Lisa Huening](#); [Shirley Roberts](#); [Lay-See McMillan](#); [Carol Sibilski](#); [Debra Zobel](#); ['Steve.Taylor@milwcnty.com'](#); [NEWS CNINOW](#); ['Franklin Citizen'](#); ['legal@jmg.com'](#); ['David Pautz'](#); ['Dave Pautz - Parks Commission Chair'](#); ['curdman@aol.com'](#); ['Phil Nickerson'](#); ['tmegna1@wi.rr.com'](#); ['mremington@qpsemployment.com'](#); ['cjsjohnson@tds.net'](#); [Joel Dietl](#); [Nick Fuchs](#); [Gail Olsen](#); [Orrin Sumwalt](#)
Subject: September 12, 2016 Parks Commission agenda

Attached, please find the agenda for the September 12, 2016 Parks Commission meeting.

orrin sumwalt, aicp | associate planner | city of franklin | 414.425.4024

Sunrise and sunset time, day length in Franklin, Wisconsin, USA

Current date in Franklin: Tuesday, September 13, 2016

Sunrise: 6:31 AM
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Date	Sun				Twilight					
					Civil		Nautical		Astronomical	
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Monday, February 1	7:06 AM	5:05 PM	12:05 PM	9h 59m 3s	6:36 AM	5:35 PM	6:02 AM	6:09 PM	5:29 AM	6:42 PM
Tuesday, February 2	7:05 AM	5:06 PM	12:05 PM	10h 1m 28s	6:35 AM	5:36 PM	6:01 AM	6:10 PM	5:28 AM	6:43 PM
Wednesday, February 3	7:04 AM	5:07 PM	12:06 PM	10h 3m 55s	6:34 AM	5:37 PM	6:00 AM	6:11 PM	5:27 AM	6:44 PM
Thursday, February 4	7:02 AM	5:09 PM	12:06 PM	10h 6m 24s	6:33 AM	5:38 PM	5:59 AM	6:12 PM	5:26 AM	6:45 PM
Friday, February 5	7:01 AM	5:10 PM	12:06 PM	10h 8m 54s	6:32 AM	5:40 PM	5:58 AM	6:13 PM	5:25 AM	6:46 PM
Saturday, February 6	7:00 AM	5:11 PM	12:06 PM	10h 11m 26s	6:30 AM	5:41 PM	5:57 AM	6:15 PM	5:24 AM	6:48 PM
Sunday, February 7	6:59 AM	5:13 PM	12:06 PM	10h 14m 0s	6:29 AM	5:42 PM	5:56 AM	6:16 PM	5:23 AM	6:49 PM
Monday, February 8	6:58 AM	5:14 PM	12:06 PM	10h 16m 35s	6:28 AM	5:44 PM	5:55 AM	6:17 PM	5:22 AM	6:50 PM
Tuesday, February 9	6:56 AM	5:15 PM	12:06 PM	10h 19m 10s	6:27 AM	5:45 PM	5:54 AM	6:18 PM	5:21 AM	6:51 PM
Wednesday, February 10	6:55 AM	5:17 PM	12:06 PM	10h 21m 49s	6:26 AM	5:46 PM	5:52 AM	6:19 PM	5:19 AM	6:52 PM
Thursday, February 11	6:54 AM	5:18 PM	12:06 PM	10h 24m 27s	6:24 AM	5:47 PM	5:51 AM	6:21 PM	5:18 AM	6:54 PM
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Monday, February 15	6:48 AM	5:23 PM	12:06 PM	10h 35m 14s	6:19 AM	5:52 PM	5:46 AM	6:25 PM	5:13 AM	6:58 PM
Tuesday, February 16	6:47 AM	5:25 PM	12:06 PM	10h 37m 58s	6:18 AM	5:54 PM	5:45 AM	6:27 PM	5:12 AM	6:59 PM
Wednesday, February 17	6:45 AM	5:26 PM	12:06 PM	10h 40m 43s	6:16 AM	5:55 PM	5:43 AM	6:28 PM	5:11 AM	7:01 PM
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Wednesday, February 24	6:35 AM	5:35 PM	12:05 PM	11h 0m 20s	6:06 AM	6:03 PM	5:33 AM	6:36 PM	5:00 AM	7:09 PM
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Wednesday, February 10	6:55 AM	5:17 PM	12:06 PM	10h 21m 49s	6:26 AM	5:46 PM	5:52 AM	6:19 PM	5:19 AM	6:52 PM
Thursday, February 11	6:54 AM	5:18 PM	12:06 PM	10h 24m 27s	6:24 AM	5:47 PM	5:51 AM	6:21 PM	5:18 AM	6:54 PM
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Tuesday, December 6	7:09 AM	4:17 PM	11:43 AM	9h 8m 9s	6:37 AM	4:49 PM	6:02 AM	5:25 PM	5:27 AM	5:59 PM
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Saturday, December 10	7:13 AM	4:17 PM	11:45 AM	9h 4m 43s	6:41 AM	4:50 PM	6:05 AM	5:25 PM	5:31 AM	6:00 PM
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Wednesday, December 28	7:22 AM	4:26 PM	11:54 AM	9h 3m 29s	6:50 AM	4:58 PM	6:14 AM	5:33 PM	5:40 AM	6:08 PM
Thursday, December 29	7:22 AM	4:26 PM	11:54 AM	9h 4m 7s	6:50 AM	4:59 PM	6:15 AM	5:34 PM	5:40 AM	6:09 PM
Friday, December 30	7:22 AM	4:27 PM	11:55 AM	9h 4m 48s	6:50 AM	4:59 PM	6:15 AM	5:35 PM	5:40 AM	6:09 PM
Saturday, December 31	7:23 AM	4:28 PM	11:55 AM	9h 5m 35s	6:51 AM	5:00 PM	6:15 AM	5:36 PM	5:41 AM	6:10 PM

RES 2016-7171
CONSERVATION
EASEMENT AT 9132 S.
92ND ST. (MATT TALBOT
RECOVERY SERVICES,
INC.)

- G.4. Alderwoman S. Mayer motion to table until she receives an accurate document. Seconded by Wilhelm.
Alderwoman S. Mayer then moved to amend the motion to adopt Resolution No. 2016-7171, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN AND NATURAL RESOURCE PROTECTION PLAN FOR A 5 TO 8 BEDROOM STATE LICENSED COMMUNITY BASED RESIDENTIAL FACILITY DEVELOPMENT LOCATED AT 9132 SOUTH 92ND STREET (MATT TALBOT RECOVERY SERVICES, INC., APPLICANT), subject to working with staff on the following contingencies:
1. Changing the date of the Conservation Easement Agreement referring to the natural resource protection plan to be the most current date;
 2. Add a note on the exhibit for the Conservation Easement Agreement indicating there are wetlands setbacks;
 3. Update map or table with that map shows the current up to date mature woodland acreage to be protected. Confirming that it is at least 70 percent, 30 percent they can cut down;
 4. Talk to applicant to determine if there could be a change to the Conservation Easement Agreement to help save some woods between S. 92nd Street and building, and have 30 percent be elsewhere; and subject to technical corrections by City Attorney.
- Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

FRANKLIN WOODS
PARK CONTRACT WITH
WILLKOMM

- G.5. Alderman Taylor moved to receive and file Franklin Woods Park Contract with Willkomm Excavating & Grading, Inc. Seconded by Alderman Schmidt. All voted Aye; motion carried.

ENGAGE EHLERS &
ASSOCIATES, INC. FOR
TID SERVICES FOR
BALLPARK COMMONS

- G.6. Alderman Taylor moved to authorize certain officials to execute an agreement with Ehlers & Associates, Inc. for Tax Incremental District services related to Ballpark Commons, a proposed Mixed-Use Development (to be located at and in the vicinity of The Rock Sports Complex and southwest of the intersection of W. Rawson Avenue and Old Loomis Road)(Zimmerman Ventures, LLC, Developer) up to \$9,450 subject to technical corrections by the City Attorney. Seconded by Alderman Schmidt. All voted Aye; motion carried.

AMEND MUNICIPAL
CODE "REGULATIONS
GOVERNING PARKS"

- G.7. Alderwoman Wilhelm moved to adopt an Ordinance to Amend §183-48. of the Municipal Code, "Regulations Governing Parks", pursuant to the recommendation of the Park Commission as amended to change park hours to 7:00 a.m. to 9:00 p.m. Seconded by Alderman Schmidt. Upon a voice vote, four Ayes

(Alderman D. Mayer, Alderwoman Wilhelm, Alderman Schmidt and Alderwoman S. Mayer) and two Noes (Alderman Dandrea and Alderman Taylor). Motion carried.

Alderwoman Wilhelm moved to reconsider the motion to adopt the Ordinance to amend §183-48. of the Municipal Code. Seconded by Alderman Taylor. On roll call Alderman Dandrea, Alderwoman Wilhelm, Alderman Taylor, Alderman Schmidt and Alderwoman S. Mayer voted Aye; Alderman D. Mayer voted No. Motion to reconsider carried.

Upon roll call vote to adopt the Ordinance to amend §183-48. of the Municipal Code to amend park hours from 7:00 a.m. to 9:00 p.m., Alderman Schmidt and Alderman D. Mayer voted Aye; Alderwoman S. Mayer, Alderman Taylor, Alderwoman Wilhelm and Alderman Dandrea voted No. Motion failed.

Alderwoman Wilhelm moved to table the Ordinance indefinitely. Motion died due to the lack of a second.

Alderwoman S. Mayer moved to change the hours from 7:00 a.m. to dusk. Motion died due to the lack of a second.

Alderman Taylor moved to receive the Ordinance to amend §183-48. of the Municipal Code, "Regulations Governing Parks" and place on file. Seconded by Alderwoman Wilhelm. All voted Aye, motion carried.

RES. 2016-7172
SUB. DEV. AGREEMENT
WITH VILLAS OF
FRANKLIN PHASE III

G.8.

Alderman Taylor moved to adopt Resolution No. 2016-7172, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF VILLAS OF FRANKLIN (FRANKLIN OAKS SUBDIVISION) PHASE III CONDOMINIUMS LOCATED WEST OF S. 27TH STREET AND SOUTH OF W. DREXEL AVENUE. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

RES. 2016-7173
RIGHT OF USE OF W.
PINE LANE AND
CONNECTION TO SEWER
AND WATER

G.9.

Alderwoman S. Mayer moved to table to the March 1, 2016 Common Council meeting a Resolution granting a request for right of use of W. Pine Lane right-of-way west of South 111th Street and connection to municipal sewer and water. Seconded by Alderwoman Wilhelm. On roll call, Alderman D. Mayer, Alderwoman Wilhelm and Alderwoman S. Mayer voted Aye; Alderman Dandrea, Alderman Taylor and Alderman Schmidt voted No. Mayor Olson broke the tie voting No. Motion failed.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 9/20/16
Reports & Recommendations	SUBJECT: A preliminary resolution declaring intent to exercise special assessment powers granted by Section 207-15 of the Municipal Code, and Section 66.0701 of the State Statutes and establish a public hearing date for the cost of non-decorative street lighting on S. 27th Street (USH 241) from W. Rawson Avenue to W. Villa Drive	ITEM NO. <i>G.9.</i>

BACKGROUND

Pursuant to the direction given on July 19, 2016 by Council to staff, a preliminary resolution declaring intent to exercise special assessment powers for the installation of street lighting as part of S. 27th Street (USH 241) reconstruction from W. Villa Drive to W. College Avenue being performed by the Wisconsin Department of Transportation (WDOT) through its contractor and subcontractors.

Common Council directed staff to not assess for any lighting from W. Rawson Avenue to W. College Avenue and prepare assessments from W. Villa Drive to W. Rawson Avenue for standard (non-decorative) lighting.

ANALYSIS

It is requested that the Common Council establish a public hearing on October 3, 2016 and after hearing the public and given necessary discussion would adopt a final resolution for special assessment of non-decorative street lighting from W. Rawson Avenue south to W. Villa Drive.

OPTIONS

Adopt this resolution or defer decision at this time.

FISCAL NOTE

The Engineer's report for this installation will include assessment based on property width and an assessment rate established by the cost assigned by WDOT for non-decorative lighting.

The project cost for decorative lighting from W. College Avenue to W. Rawson Avenue and the difference of decorative less non-decorative from W Rawson Avenue to W. Villa Drive and, therefore the City cost, will be finalized after the cost has been established by WDOT.

RECOMMENDATION

Motion to adopt a preliminary resolution declaring intent to exercise special assessment powers granted by Section 207-15 of the Municipal Code, and Section 66.0701 of the State Statutes and establish a public hearing date, October 3, 2016, for the cost of non-decorative street lighting on S. 27th Street (USH 241) from W. Rawson Avenue to W. Villa Drive.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2016- _____

A PRELIMINARY RESOLUTION DECLARING INTENT TO EXERCISE
SPECIAL ASSESSMENT POWERS GRANTED BY SECTION 207-15 OF THE
MUNICIPAL CODE, AND SECTION 66.0701 OF THE STATE STATUTES AND ESTABLISH
A PUBLIC HEARING DATE, SEPTEMBER 20, 2016, FOR THE COST OF
NON-DECORATIVE STREET LIGHTING ON S. 27TH STREET (USH 241) FROM
W. RAWSON AVENUE TO W. VILLA DRIVE

WHEREAS, the Common Council has determined that it is expedient and necessary for the best interests of the City, its people and the property affected thereby that the following permanent improvements be made as described in this preliminary resolution.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin.

1. The Common Council declares its intent to exercise police powers granted to it by law and a judge that it is necessary for the health, safety and welfare of the public and affected property owners that a public work of improvement be made for the cost of non-decorative street lighting on S. 27th Street (USH 241) from W. Rawson Avenue to W. Villa Drive.
2. The assessment to be for non-decorative, although decorative will be installed, the difference in cost to be borne by the City.
3. The Common Council in this process exercises its power to levy special assessments under its police power as authorized in Section 207-15 of the Municipal Code and Section 66.0701 of the Wisconsin Statutes.
4. The Common Council further declares that a public hearing be held on October 3, 2016 to consider this project and its funding.
5. The Common Council further declares that the amount assessed against any property for this improvement shall be upon a reasonable basis as determined by the Common Council.
6. That the City Engineer and/or his authorized representative is directed to prepare the report as described in Section 207-15.E. of the Municipal Code for the installation of street lighting on S. 27th Street (USH 241) from W. Rawson Avenue to W. Villa Drive.
7. Upon completion of such report the City Engineer and/or his authorized representative is directed to file a copy thereof in the Office of the City Clerk for public inspection.
8. That the City Clerk is directed to schedule and give notice of a Public Hearing to be conducted by the Mayor and Common Council in accordance with the provisions of Section 207-15.I. of the Municipal Code.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this -
_____ day of _____, 2016, by Alderman
_____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____

NOES _____

ABSENT _____

RJR/sg

SPECIAL ASSESSMENT SCHEDULE

**Street Lighting Installation
S. 27th Street
W. Rawson Avenue W. Villa Drive**

2016

Preliminary Assessment Resolution - Council Approval	September 20, 2016
Notice of Public Hearing Sent to Properties	September 23, 2016
Public Hearing	October 17, 2016
Acceptance of Final Assessment Resolution and Engineer's Report	October 17, 2016
Lights Installed/and Placed in Service	November 2016

Assumed
Notice Published and sent 10-30 days prior to hearing

DRAFT

REPORT ON SPECIAL ASSESSMENTS

**S. 27TH STREET
FROM W. VILLA DRIVE TO W. RAWSON AVENUE**

STREET LIGHTS

September 23, 2016

The Common Council of the City of Franklin directed Engineering staff to prepare the Report on Special Assessments for the cost of non-decorative street lights in S. 27th Street (USH 241) from W. Villa Drive to W. Rawson Avenue in the City of Franklin, as included in Resolution No. 2016- , adopted on September 20, 2016, which resolution describes the improvements that are installed.

Herewith is the report, consisting of Schedules A through D, attached.

FRANKLIN ENGINEERING DEPARTMENT

Glen E. Morrow
City Engineer

SCHEDULE A – CONSTRUCTION PLANS AND SPECIFICATIONS
(Prepared for Wisconsin Department of Transportation.)

SCHEDULE B – TOTAL PROJECT COSTS

Construction Cost	\$192,968.70
15 Percent Project Factors (Technical Services, Inspection, Legal & Fiscal Administration & Contingency)	<u>\$ 34,053.30</u>

TOTAL PROJECT COST \$227,022.00

City of Franklin Portion (50% of Total) \$113,511.00

SCHEDULE C – ASSESSMENT AND MUNICIPAL PAYMENT

The listing in Schedule D includes the following:

Total Street Light Assessable Frontage	\$ 6,162.60
Street Light Assessment Rate	\$ 18.42/LF
Assessment Return	\$ 113,511.00

STATEMENT OF BENEFIT

The properties which are subject to the assessment are benefited by street lights in the following ways: commercial development in the area has created a tremendous increase in traffic and subsequent turning movements as users drive to and from commercial centers; pedestrian safety will be increased by improved lighting as people cross access roads and walk along S. 27th Street. This street lighting provides a uniform lighting which is consistent and maintained.

SCHEDULE D

The properties, against which the assessments are proposed, are benefited. The schedule of special assessments lists property descriptions, ownership of record frontage, assessable frontage, assessment rate and assessment.

SPECIAL ASSESSMENT REPORT

S. 27TH STREET - STREET LIGHTING

W. VILLA DRIVE TO W. RAWSON AVENUE

TAX KEY NO.	PROPERTY ADDRESS	NAME OF OWNER/LEGAL DESCRIPTION	PROPERTY FRONTAGE (FOOT)	ZONING	ASSESSABLE FRONTAGE (FOOT)	RATE PER FOOT	TOTAL ASSESSMENT
761-9950-001	7103 S. 27th Street	State of Wisconsin D.O.T. 141 NW Barstow Avenue Waukesha, WI 53188-3789	154.94	B-4	154.94	18.42	\$ 2,853.99
761-9954-001	7131 S. 27th Street	John & Evelyn Kafura 5275 Chesapeake Ct. Oshkosh, WI 54901	220.00	B-4	220.00	18.42	\$ 4,052.40
761-9955-005	7171/7219 S. 27th Street	St. James Congregation 7219 S. 27th Street Franklin, WI 53132	554.19	I-1	554.19	18.42	\$ 10,208.18
761-9956-001	7251 S. 27th Street	Velma Kubica c/o John Kubica 65834 Pearce Road Ashland, WI 54806	135.00	B-4	135.00	18.42	\$ 2,486.70
761-9990-002	7273 S. 27th Street	Trule LLC (Park Motel) 7273 S. 27th Street Franklin, WI 53132	267.10	B-4	267.10	18.42	\$ 4,919.98
761-9992-004	7333 S. 27th Street	Metro Milwaukee YMCA Bank Creditor 330 E. Kilbourn Avenue, Suite 1085 Milwaukee, WI 53202	531.38	B-4	531.38	18.42	\$ 9,788.02
761-9994-006	7407 S. 27th Street	Platt Construction 7407 S. 27th Street Franklin, WI 53132	332.06	B-4	332.06	18.42	\$ 6,116.55
761-9996-002	7441 S. 27th Street	RRA, LLC (Adair) W351 N5442 Lake Drive Oconomowoc, WI 53066	166.00	B-4	166.00	18.42	\$ 3,057.72
786-9980-003	1 & 2 Northwestern Mutual Way	NW Mutual Life Insurance Co. 720 E. Wisconsin Avenue Milwaukee, WI 53202	2642.34	BP	2642.34	18.42	\$ 48,671.90
809-9938-003	7905 S. 27th Street	Hwy 31/60 Real Estate LLC 1509 N. Prospect Avenue Milwaukee, WI 53202	139.63	B-4	139.63	18.42	\$ 2,571.98

SPECIAL ASSESSMENT REPORT

S. 27TH STREET - STREET LIGHTING

W. VILLA DRIVE TO W. RAWSON AVENUE

809-9940-000	7925 S. 27th Street	Kevin McNeven W5335 County Road SS, Random Lake, WI 53075-1265	114.67	B-4	114.67	18.42	\$	2,112.22
809-9941-002	7933 S. 27th Street	WRS Herzebrock IV Ltd. Ptnrshp c/o D & D Prop. Mgmt 17310 W. Cleveland Avenue New Berlin, WI 53146	305.33	B-4	305.33	18.42	\$	5,624.18
809-9944-014	8001/8009 S. 27th Street	Rudolph Stummvoll 3040 S. 130th Street New Berlin, WI 53151	139.96	B-4	139.96	18.42	\$	2,578.06
809-9944-015	No Address	Rudolph Stummvoll 3040 S. 130th Street New Berlin, WI 53151	110.00	B-4	110.00	18.42	\$	2,026.20
809-9945-001	8033 S. 27th Street	WRS Herzebrock III Ltd. Ptnrshp c/o D & D Property 17310 W. Cleveland Avenue New Berlin, WI 53146	110.00	B-4	110.00	18.42	\$	2,026.20
809-9944-016	8043 S. 27th Street	WRS Herzebrock III Ltd. Ptnrshp c/o D & D Property 17310 W. Cleveland Avenue New Berlin, WI 53146	115.00	B-4	115.00	18.42	\$	2,118.30
809-0049-000	8095 S. 27th Street	WRS Herzebrock III Ltd. Ptnrshp c/o D & D Property 17310 W. Cleveland Avenue New Berlin, WI 53146	125.00	B-4	125.00	18.42	\$	2,302.50
TOTALS:			6,162.60		6,162.60	18.42	\$	113,515.09



MEMORANDUM: FROM ENGINEERING

DATE: September 14, 2016
TO: File
FROM: Ronald Romeis, Assistant City Engineer 
RE: VIEWING OF PROPERTIES AND PREMISES FOR THE S. 27TH STREET LIGHT PROJECT

The installation of street lights on S. 27th Street has occurred. This includes the south section (W. Villa Drive to W. Rawson Avenue). Please be advised that on the afternoon of September 14, 2016, Assistant City Engineer Ron Romeis viewed the S. 27th Street right-of-way property and development in the project area. The following are the observations as summarized:

1. Extensive construction in progress.
2. South 27th Street (USH 241) is being constructed as a six-lane highway, with an urban cross-section and will include extensive turning lanes and a grass median. Street lights are located in the outside terraces. Uniform spacing and mounting height of black poles and LED fixtures have been installed.
3. Much of the grass terrace area on either side of the walk has been restored.
4. Generally, lands abutting S. 27th Street are developed. This development and several vacant parcels were found as follows:

Villa Drive to Drexel Avenue

- Sidewalk extending to the north from Villa Drive crossing
- Vacant lot on south side of Villa Drive
- Single-family dwellings north side of Villa Drive
- Vacant lot on south side of Drexel (former restaurant demolished)

Northwestern Mutual Site to Northwestern Way

- Commercial shops including Adair Flooring to the north
- Platt Construction
- Vacant Parcel
- Cancun Restaurant
- Park Hotel

Minnesota Drive to Rawson Avenue

- For Sale corner lot
- St. James Parish
- Residential House
- Baker Pool & Fitness set back
- Corner parcel at W. Rawson Avenue former filling station

RJR/sg

Engdocs\Ron\memo file 27th St. - Villa to Rawson Street Light Project

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APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 09/20/2016
Reports & Recommendations	A RESOLUTION FOR CONTRACT AMENDMENT WITH JOHN'S DISPOSAL SERVICE, INC. FOR COLLECTION OF BIOHAZARD CONTAINERS	ITEM NO. G.10.

BACKGROUND

The City has a contract with John's disposal Service, Inc dated August 21, 2012 for refuse collection, disposal, and recycling. Section VIII Collection of Biohazard Containers discusses 16 containers per year @ \$120 = \$1,920. The contract runs through December 31, 2017.

Biohazard items include contaminated needles, syringes, and lancets collectively referred to as "sharps." It is illegal to dispose of sharps in household refuse collection carts. Residents are often frustrated because their pharmacy or medical providers will not accept used or expired medical supplies. Since 1999 the health department has been a WI DNR registered sharps collection site for residents, not businesses. The current biohazard contract with John's Disposal Services is insufficient for current levels of biohazard waste collection at the health department. John's subcontractor provides monthly, not quarterly, waste pick-ups and average 25 boxes per year. Franklin residents discarded over 1,000 pounds of sharps in 7 out of the past 8 years.

Sharps Collection 2014 and 2015:

	Residents	Pounds	Boxes of Waste
Year			
2014	407	1,283	25
2015	409	1,265	25

In addition to sharps medical waste, an additional category of medical waste referred to as "hazardous drugs" are being deposited in the police department medication drop box. These hazardous drugs include used or expired inhalers as well as syringes with medication and needle. Both sharps and hazardous drugs must be separated from household refuse and properly destroyed.

Current 2016 total is 18 containers.

ANALYSIS

Staff discussed with John's three options to address the increased number of containers.

1. Amend the contract to lower the price per container and increase the number of container per year.
2. Leave the contract as-is based on 16 containers and contract with another disposal service for the additional 14-16 containers.
3. Remove Section VIII from the contract and contract with another disposal service for the additional 14-16 containers in 2016 and the full 30-32 containers for future years.

John's Disposal has been very cooperative with the City throughout this contract. The biohazard disposal is a sub-contractor and all work and invoicing is a pass through. They are equally amiable to any of the three options.

Staff would prefer option #3 since it would result in a lower cost to the City. Staff contacted the company that currently performs this work through John's and an additional two providers for medical waste disposal. Discussion of a new contract with an alternate provider is presented for discussion on another council action.

OPTIONS

Authorize execution of Contact Amendment with John's Disposal Service; or

Table

FISCAL NOTE

It is anticipated that the City will finish 2016 with 32 containers. Payment to John's would be the contracted 18 containers @ \$120 = \$2,160.00 and an additional \$1,680 to finish the year. Payment to an alternate provider is anticipated to be approximately for the remainder 14 boxes is expected to be \$875, or a savings of approximately \$805 in 2016. Payment to an alternate provider in 2017 is expected to be \$1,900 or a savings of \$1,940.

RECOMMENDATION

Authorize the execution of the attached contract amendment with John's Disposal Service, Inc. for collection of biohazard containers, pending review by City Attorney.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2016 - _____

A RESOLUTION FOR CONTRACT AMENDMENT WITH JOHN'S DISPOSAL SERVICE, INC FOR COLLECTION OF BIOHAZARD CONTAINERS

WHEREAS, John's Disposal Service, Inc has a contract with the City of Franklin for Refuse Collection, Disposal, and Recycling through December 31, 2017; and

WHEREAS, Section VIII Collection of Biohazard Containers of said contract discusses collection and disposal of biohazards on a monthly basis for 16 containers; and

WHEREAS, the City of Franklin has needs that are beyond the contract in terms of quantity and materials; and

WHEREAS, the City has discussed with John's removal of Section VIII of the contract.

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 amend the current contract with John's Disposal Service, Inc by removing Section VIII Collection of Biohazard Containers from the contract.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2016, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**FIRST AMENDMENT TO REFUSE COLLECTION, DISPOSAL AND RECYCLING
CONTRACT BETWEEN THE CITY OF FRANKLIN AND JOHN'S DISPOSAL
SERVICE, INC.**

THIS FIRST AMENDMENT TO REFUSE COLLECTION, DISPOSAL AND RECYCLING CONTRACT BETWEEN THE CITY OF FRANKLIN AND JOHN'S DISPOSAL SERVICE, INC. ("Amendment"), dated as of the latter of the signatures below (the "Effective Date"), is by and between the City of Franklin (the "City", a Wisconsin municipal corporation, having a mailing address of 9229 W. Loomis Road, Franklin, WI 53132, and John's Disposal Service, Inc. (the "Contractor"), having a mailing address of ????.

WHEREAS, the City and the Contractor entered into a Refuse Collection, Disposal and Recycling Contract (the "Contract") dated August 21, 2012.

WHEREAS, the term of the Contract will expire on August 21, 2017, and the parties mutually desire to modify the Contract in certain respects, all on the terms and conditions contained herein; and

WHEREAS, the parties, in their mutual interest, wish to amend the Contract as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. SECTION VIII REMOVAL OF BIOHAZARD CONTAINERS. Section VIII of the Contract is hereby deleted in its entirety.
2. OTHER TERMS AND CONDITIONS REMAIN. In the event of any inconsistencies between the Contract and Amendment, the terms of the Amendment shall control. Except as expressly set forth in this Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this Amendment.

[NO MORE TEXT ON THIS PAGE – SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the said CONTRACTOR has caused this instrument to be executed, in the case of an individual by personal signature, in the case of a partnership by the signatures of the members thereof, in the case of a cooperative or a cooperation by the proper officers thereof, and the said CITY has caused it to be executed by its Mayor and countersigned by its City Clerk upon authority duly given therefore.

DATE

PRESIDENT

PRINT NAME

DATE

SECRETARY

PRINT NAME

CITY OF FRANKLIN

DATE

MAYOR, Steve Taylor

DATE

CITY CLERK, Sandra Wesolowski

OFFICE OF THE CITY CLERK
9229 WEST LOOMIS ROAD
FRANKLIN, WISCONSIN 53132

GENERAL CONTRACT PROVISIONS
AND SPECIFICATIONS FOR

REFUSE COLLECTION, DISPOSAL AND RECYCLING

FOR THE

CITY OF FRANKLIN

January 1, 2013 to December 31, 2017

JULY 2012

CITY OF FRANKLIN

THIS CONTRACT made this 21st day of August, 2012, by and between John's Disposal Service Inc., hereinafter called the "Contractor" and the City of Franklin, Wisconsin, hereinafter called the "City".

WITNESSETH that the Contractor and the City, for the consideration stated herein, agree as follows:

I. COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or hereto attached:

Definitions
General Contract Provisions
Specifications
This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract is intended to conform in all parts to applicable statutes of the State of Wisconsin, and if any other part or provisions of the contract conflicts therewith, the said statute shall govern.

II. DEFINITIONS

The following terms as used in these contract documents are respectively as follows:

PROJECT – The entire area proposed by the City to be serviced in whole or in part pursuant to the contract within.

CITY – (Also OWNER) The contracting party initiating the project as set forth in the contract acting through its authorized representatives in accordance with specific duties delegated to such representatives.

CONDOMINIUMS – Includes the residential units in condominium associations within the City which are receiving service under the City refuse collection, disposal and recycling contract in July 2012, as set forth upon the list of same maintained in the Office of the City Engineer. Each condominium association may select to have garbage collected weekly in regular garbage cans or in dumpsters. Recycling will be collected on an every other week basis. Each association may select that each unit in the association will use 18 gallon bins, 48 or 96-gallon carts or dumpsters. Dumpsters are not provided by the City in this Contract. Each association must rent or own the dumpsters. Condominiums that place their refuse in dumpsters can opt-out of City collection if they notify the City in writing prior to November 1, 2012. Also, in the future, condominiums can opt-in for each calendar year if notice is received by November 1st.

CONTRACTOR – The person, persons, firm or corporation to whom the written contract is awarded by the City and who is subject to the terms of said contract. Also, the agents, employees, workmen or assignees of said Contractor.

SUBCONTRACTOR – A person, firm or corporation other than the Contractor, supplying labor and materials or labor only, on the work site of the project.

WORK – All work including materials, labor, supervision and use of tools necessary to complete the project in full compliance with the terms of the contract.

ENGINEER – City Engineer and/or members of the Engineering staff appointed by the City.

SURETY – The person, firm or corporation that has executed, as surety, the Contractor's Performance Bond, securing the performance of the written contract.

SMALL AMOUNTS – A measure or quantity of solid waste equal in volume to one bushel or less and weighing less than 80 pounds per pickup.

SINGLE-FAMILY RESIDENCE – Any single-family home, including trailers and mobile homes wherein one family resides.

MULTI-FAMILY RESIDENCE – Includes condominiums and 3 and 4 family apartments.

TWO-FAMILY RESIDENCE – Any residential structure housing two families in separate living units.

III. SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all labor and materials, necessary tools, equipment and all utility and transportation services required for the weekly collection of all rubbish, garbage, trash, brush and leaves from residences in the City of Franklin, Wisconsin, the disposal thereof and the recycling activities as specified per this contract for a period of three (3) years all in accordance with their specifications. **THE CONTRACTOR SHALL BE REQUIRED, AS PART OF THIS CONTRACT, TO DISPOSE OF ALL NON-RECYCLABLE RUBBISH, GARBAGE AND TRASH (SOLID WASTE) AT THE METRO LANDFILL LOCATED AT 10712 SOUTH 124TH STREET.** Any groundwater fees and any other fees or taxes required by law to be paid by the City upon tipping or disposal of any materials which are the subject of this contract for payment to the government or governmental agency imposing same shall be paid by the contractor and such amounts shall be included in the contract unit and any other prices set forth in this contract. Notwithstanding the foregoing or anything to the contrary set forth in this Contract, in the event that there no longer is an Active Fill Area within which to dispose of solid waste at the Metro landfill, and/or existing terms of the Final Negotiated Agreement between the operator of the Metro landfill and the City providing for the reimbursement to the City of all tipping fees (site operator and State of Wisconsin imposed) have expired and are not forthwith resumed upon such reimbursement terms of a new agreement as may be approved by the City with the operator of the Metro landfill, City and Contractor agree to negotiate in good faith upon the impact of any site operator and State of Wisconsin (State groundwater and environmental fees, taxes and the like payable upon tipping) imposed tipping fees upon the parties' respective obligations under this Contract. In the event the City and Contractor are unable to negotiate such impact within 30 days after the date of personal service of written notice from either party requesting such negotiation, either party may terminate this Contract by providing 60 days notice to the other party and this Contract shall expire upon the expiration of 60 days following personal service of such termination notice.

NOTE: FOR ITEM IV THE CONTRACTOR WILL BE REIMBURSED FOR THE DISPOSAL TIPPAGE FEES AND SAID FEE SHALL NOT BE INCLUDED IN THE RATES.

IV. THE CONTRACT PRICE – WEEKLY REFUSE COLLECTION

The City shall pay the Contractor for the performance of this contract, in current funds, at the following prices: (Note: The contractor shall be paid at the contracted cost that should not include the tipping fee, including ground water and other fees. The contractor will be paid on a monthly basis the actual fees paid to dispose of the refuse at Metro Landfill.)

1. FIVE (5) YEAR CONTRACT

A. SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS

January 1, 2013 – December 31, 2013
Estimated 11,080 residences @ \$ 57.33
Per residence per year = Total \$ 635,216.40

B. CONTAINERS AT CITY-OWNED BUILDINGS

January 1, 2013 – Life of Contract
This work shall include the furnishing and weekly emptying of suitable containers at the following City-owned buildings:

Franklin City Hall – 9229 W. Loomis Rd.
Franklin Dept. of Public Works – 7979 W. Ryan Rd.

Sewer & Water Building – 5550 W. Airways Ave.
Fire Station #1 – 8901 W. Drexel Ave.
Fire Station #2 – 9911 S. 60th St.
Fire Station #3 – 4755 W. Drexel Ave.
10 – 90 gallon totes for use at the Public Works Facility, 7979 W. Ryan Rd. (not required to be emptied)
Police Facility Building – 9455 W. Loomis Rd.
Library – 9151 W. Loomis Rd.
Ken Windl Park - 11615 W. Rawson Ave.

Payment for this item shall be included in the cost of items A through I above and no extra payment will be made for this work. The size and number of containers shall be determined by the City Engineer.

The Contractor shall furnish the City a memo, with initial bid and yearly thereafter at the beginning of the year, detailing the cost for all items contained in IV-S to be used by the City for internal account purposes and adjust to contract for change.

C. LEGEND PARK & LION'S PAVILION 8050 S. LEGEND DRIVE AND VERN BARG PAVILION 8717 W. DREXEL AVENUE

The Contractor shall provide twice a week pickup from May 1 to October 1 for the City's Legend Park. Trash in the park area will be in one or more 6 yard containers furnished by the Contractor. Pick up for these park containers shall be by Monday, noon and Thursday, noon. An additional two (2) containers of 30 yard capacity each shall be furnished by the July 4th picnic. Payment for this item shall be included in the cost of items A through I above and no extra payment will be made for this work.

ST. MARTIN'S LABOR DAY FAIR

The Contractor shall provide eight (8) 30 yard roll-off containers for use during the St. Martins Labor Day Fair. Delivery shall be no later than 12:00 noon on the Friday preceding. Also, the Contractor shall provide one empty refuse packer truck and driver shall be at the fair site at 7:00 a.m. the Tuesday after the fair, to assist the Franklin Department of Public Works in cleanup after the fair. This cleanup will be for the entire day, the Tuesday after the fair.

Payment for these items shall be included in the cost of items A through I above and no extra payment will be made for this work.

The Contractor shall furnish the City a memo, with initial bid and yearly thereafter at the beginning of the year, detailing the cost for all items contained in IV-T to be used by the City for internal account purposes and adjust to contract for change.

D. PROSECUTION OF CONTRACT

The Contractor agrees to commence work under this contract on January 1, 2013. The foregoing quantities of items are approximate only and payment will be made only on the actual quantities of work completed, measured on the basis defined in the Contract Specifications and at unit prices as stated previously.

Special pick-ups may be requested by customers and picked-up by the Contractor with the Contractor charging pre-arranged compensation by the customer for said service.

V. SPECIFICATIONS

A. PURPOSE

The purpose of this contract is to effect the removal of all garbage, trash, refuse, rubbish, and other disposal items (solid waste) from the residences (single-four family) and City-owned buildings in the City of Franklin and to dispose of same. Included therein, but not limited by, is the below list of items:

1. Bagged, tied or sealed garbage.
2. Small appliances (toasters, coffee makers, etc.).

3. Small furniture (3' x 5' or smaller).
4. Small amounts of stone, rubble, earth, and sod – in containers.
5. Small auto parts if in containers (mufflers, etc.) other than within cardboard boxes.
6. Minor construction debris – limit one 32-gallon container or equivalent.
7. Non-recyclable plastic and foam materials.

The following items need not be picked up:

1. Large amounts of stone, concrete, rubble, earth or sod.
2. Large furniture.
3. Containers over 4032 gallons and/or over 80 pounds.
4. Large appliances (washers, dryers, etc.).
5. Construction debris except as noted in #6 above.
6. Large auto parts (engine blocks, heads, fenders).
7. Toxic or hazardous waste.
8. Motor oil.
9. Grass clippings.
10. Brush & leaves.
11. All recyclable materials.
12. Automobile Batteries
13. Tires
14. Electronics including TV's, computers, DVD players, etc.

B. MIXED REFUSE

The Contractor has the right to refuse to pick up refuse if it contains recyclable material. In such cases the contractor shall notify the generator by affixing a notice to the material container and shall notify the City of Franklin on a monthly basis of the addresses involved.

C. CONTAINERS

All refuse placed in containers of not more than 4032 gallons capacity shall be picked up. No containers weighing more than 80 pounds need be picked up. Containers shall have tapered sides for easy removal. Large cardboard-type containers are not acceptable. Contractor shall instruct employees to return all containers to point on the edge of the drive in a uniform set-back from the pavement in an orderly manner and in an upright condition with cover placed on top. All containers shall be returned to the cart if carts are provided by the residents. Bidders are alerted that more than one type of container may already be owned by various condominium associations and the Contractor will be responsible for emptying the containers presently in use regardless of type. Some condominiums may choose to have individual unit containers (garbage cans).

D. TIME AND LOCATION OF PICKUP

The aforementioned refuse shall be removed by the Contractor at regular intervals by calling at each place of residence once a week. All pickups shall be on a regularly scheduled basis with each unit being served on the same day of each week and approximately the same time of day unless adjustments in the schedule are approved by the City Engineer or his authorized representative. All pickups shall be between the hours of 7:00 a.m. and 6:00 p.m. All refuse shall be picked up at the driveway entrance within five (5) feet of the curb line or edge of street or road. The contractor shall make every effort possible to provide collection in inclement weather. If for safety purposes collection is canceled, immediate notice shall be emailed to the elected officials, DPW secretary, Director of Public Works and the news media. If collection is canceled the pickups that were canceled shall be the very first collected the following business day.

E. MAP

Within thirty (30) days of the award of the contract, the successful bidder shall provide the City with a route schedule map complete with days of pickup clearly marked. No change in this map will be permitted without written City approval.

F. COMPLAINTS

Complaints on pickups shall be handled as follows:

The Contractor shall handle all complaints for missed pick-up on the day the complaints are received as long as the pick-up is still in process. If the pick-up for the day has been completed the missed pick-up shall be handled at the beginning of the next work day.

The Contractor shall provide the City staff a contact telephone number or numbers of a foreman, superintendent or other satisfactory representative that has authority to order the crew to go back for a missed pick-up. Said contact person shall be available Monday through Saturday to respond to missed pick-ups (Note: Saturdays if pick-up extends into Sunday).

City staff will call in missed pick-ups as they are received Monday through Saturday. The Contractor may be called directly by the customer and, if so, the Contractor shall keep a log of the date and time of the complaint and how the complaint was resolved. On a weekly basis the log shall be transmitted to the City. During all times of trash and recyclables collection, there shall be a satisfactory contractor representative readily available to answer calls directly from a customer or the City.

It is expected as part of this contract that complaints, determined by City staff to require action and thus received by the Contractor, will be handled on the day the complaint is called in if called in prior to the Contractors completion of the days pick-up or if after the completion of the days pick-up, picked up the following day. The Contractor will be charged \$50.00 each day for each missed pick-up (an individual address constitutes a missed pick-up and possibly fine) if not handled within the prescribed time period.

G. BASIS FOR PAYMENT

1. Single, Two-Family and Multi-Family Units(Condominiums & 3 and 4 Family Apts)
Single, two-family and multi-family residential payments shall be made on the basis of a unit cost per residence, the number of residences to be determined by the number of residences as of January 1, 2013, and adjusted at six month intervals according to the number of occupancy permits issued by the City.
2. Combined Commercial & Residential Units
In instances where there is a single family residence in combination with a commercial or business establishment, pickup from the residence shall be limited to not more than the equivalent of three 32 gallon garbage cans per week. For needs exceeding that noted above, arrangements are to be made with the individual concerned for private disposal service.
3. Reimbursement for Disposal Tipping Fees and Ground Water Fees
Reimbursement for rubbish, solid waste disposal tipping fees shall be made to the contractor on a monthly basis according to the following formula:

Reimbursement for solid waste tipping fees shall be made by the City to the Contractor on a monthly basis, based upon the actual amount paid by the Contractor to the Metro Landfill, or to such other landfill as may be permitted following any negotiated agreement therefore as set forth under Article III. above, for tipping fees.

VI. BRUSH AND LEAF PICK-UP

The Contractor shall indicate below the cost to provide three (3) times a year brush and leaf pick-up and disposal.

All brush shall be cut into five-foot maximum lengths and placed in neat, orderly piles at the curb or edge of road. The collection shall be limited to five cubic yards per residence per pick-up. No branches or logs over six inches in diameter need be collected.

The leaves shall be placed in plastic bags and placed at the curb or edge of road. There shall be no limit on the amount of leaves bagged for pick-up. Brush and leaf collection sequence shall follow the daily garbage collection routes.

The anticipated collection times for the brush and leaf pick-ups are once in the spring and twice in the fall. The specific week of each pick-up will be determined by the City Engineer.

The Contractor shall provide, at its own expense, a suitable disposal site(s) for the brush and leaves collected. All sites shall comply with all local, state and federal laws, rules, ordinances, regulations and orders.

The Contractor shall call Public Works with addresses where brush pile or leaves will not be picked up due to non-compliance, and the specific reason for non-compliance.

FIVE (5) YEAR CONTRACT

SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS

- a. Single-Family and Two-Family
January 1, 2013 – December 31, 2013
Estimated 8,987 residences @ \$ 4.96
Per residence for year = Total \$ 44,575.52
- b. Multi-Family (Condominiums)
January 1, 2013 – December 31, 2013
Estimated 2,093 residences @ \$ 3.31
Per residence per year = Total \$ 6,927.83

Total a and b = \$ 51,503.35

VII. RESIDENTIAL CURBSIDE RECYCLING AND PROCESSING

A. In addition to the collection and disposal of household refuse, the Contractor shall collect at curbside and provide the processing for the following recyclable materials:

- 1. Clear, brown and green glass
- 2. Tin cans
- 3. Newspaper and mixed residential paper
- 4. Aluminum
- 5. Plastic containers #'s 1--7
- 6. Magazines
- 7. Cardboard

B. Recyclables will be placed at curbside in 48 or 96-gallon plastic carts as determined by the City of Franklin. All material must be contained in the cart. The Contractor shall initially provide each residential unit with one cart for recycling and pick-up and return to the City the 18 gallon bins that are placed out on the curb for recycling. The City shall provide a form for each resident in the October 2012 Newsletter where they can select the 48 gallon cart. A 96 gallon cart will be delivered to all homes that did not select the 48 gallon cart. After 30 days of use the carts can be exchanged for either a smaller or larger cart. If the property owner requests, the 96-gallon plastic cart will be replaced by a 48-gallon plastic cart. The Contractor will deliver the carts to new units after notification of occupancy by the City. All carts are the property of the homeowner for the duration of this agreement and must stay with the home. At the end of the agreement the Contractor will take ownership of the carts and remove each cart from the resident's property. The homeowner is responsible for keeping the carts clean. The homeowner is responsible for damage, other than normal wear, such as melting from fire or hot ashes, cuts from a saw, or other avoidable damage. In the event the homeowner is responsible for a lost or damaged cart(s), the replacement cost of \$60 for the 48/96 cart will be billed directly to the homeowner by the Contractor. The Contractor is responsible for normal wear to the cart, wheels or lid and will repair or replace the cart in a timely manner after the homeowner informs the Contractor of the problem. The Contractor is responsible for damage caused from snow plows or passing vehicles. The carts

shall be placed upon the driveway entrance within five (5) feet of the curb line or edge of street or road.

- C. Additions and Deletions: The City of Franklin reserves the right to add or delete recyclable items in accordance with state and federal law and to add or delete them from the collection service provided under this contract. No additional payment shall be made for said additions or deletions. Written notice shall be provided to the contractor of such additions or deletions and to the service recipients by the City of Franklin.
- D. Upon collection, all recyclables will become the property of the Contractor and all revenues received from the proper sale and processing of said recyclables shall be retained by the Contractor. No recyclables shall be disposed of in a landfill or similar disposal site or in any illegal manner.

FIVE (5) YEAR CONTRACT

SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS

January 1, 2013 – December 31, 2013

Estimated 11,080 residences @ \$30.60

Per residence for year = Total \$339,048.00

VIII. COLLECTION OF BIOHAZARD CONTAINERS

"Contractor shall provide for collection and disposal of biohazards on a monthly basis by the pick-up of biohazard containers from the Franklin Health Department and the Police Department on a quarterly basis and transporting such containers to a DNR approved Destination Facility. Contractor shall provide for Franklin Health Department and Police Department a Certificate of Destruction, as required by the DNR, for each pick-up. One 7-cubic-foot containers will be available for a monthly pick-up with dates of those pick-ups agreed upon by Franklin Health Department staff and the transporter and one 7-cubic foot container will be available for a quarterly pick-up with dates of these pick-ups agreed upon by the Police Department staff and the transporter. The biohazard container may not be completely full at the time of the pick-up."

FIVE (5) YEAR CONTRACT 2013 THROUGH 2017

Yearly cost for pick-up and disposal of each biohazard container;

16 containers per year @ \$ 120 = \$ 1,920

IX. RECYCLING DROP-OFF CENTER

Contractor shall furnish the following roll-off containers for placement at the City of Franklin Department of Public Works yard, 7979 W. Ryan Road, for the duration of the contract (or such alternate site within the City of Franklin as determined by the City):

SIX – 6 CUBIC YARD CONTAINERS WITH LIDS FOR SINGLE STREAM RECYCLING

Contractor shall empty as needed up to 3 times per week.

*ONE – 44 CUBIC YARD OPEN TOP CONTAINER FOR SCRAP STEEL

~~*Please Note: Contractor shall empty scrap steel at City determined location with proceeds going to the City.~~

The Contractor shall, as necessary, empty the containers listed above on a regular basis to avoid overflow and market the recyclable materials. The proceeds shall be retained by the Contractor except as noted for scrap steel. Materials are to be recycled and may not be disposed of in a landfill or in any other illegal manner. If City reduces or closes the recycling center the costs shall be pro-rated to actual number of units.

COST TO EMPTY CONTAINERS NOTED ABOVE:

Yearly costs to empty containers noted above and dispose of recyclables:

FIVE (5) YEAR CONTRACT 2013 THROUGH 2017

January 1, 2013 – December 31, 2013 – 30 cubic yard scrap containers per year @ \$ 140 = \$ 560

SIX (6) cubic yard recycling containers per year @ \$1,952 = \$11,712

Total Containers: \$12,272

X. REPORTING REQUIREMENTS

The Contractor is required to maintain records and report in writing to the City of Franklin at least semi-annually (July 15 for current year and January 15 for previous year). Reports shall include: the amount of recyclables collected and transported from the municipality (in tons); the amount of recyclables processed and/or marketed by item type from the municipality; gross revenues received by the Contractor from its sales of recyclables collected under the agreement by item type; and the final disposal location of recyclable material. The determination of these various volumes and/or weights of recyclable materials may be done using the State of Wisconsin Department of Natural Resources "Guidance for Determining Weights and/or Volumes of Recyclable Materials". Draft Revision 6 or as revised. Failure to report shall be cause for the municipality to revoke any license or terminate any contract with the Contractor. The City shall have the right to inspect all records of Contractor pertaining to required report subject to and including records from any disposal site or processing facility operator utilized by the Contractor.

The City of Franklin reserves the right to accept or reject any or all bids, options, proposals or portions thereof as may be deemed to be in the best interest of and most advantageous to the City of Franklin.

XI. SUMMARY OF COSTS AND ANNUAL RATE ADJUSTMENTS:

Total of all costs for the first year of the five (5) year contract:

1. Weekly refuse collection IV	\$ 635,216.40
2. Brush and leaf pick-up VI, A and B	\$ 51,503.35
3. Recycling collection and disposal VII	\$ 339,048.00
4. Biohazard collection VIII	\$ 1,920.00
5. Recycling drop-off containers IX	\$ 12,272.00
First year total	\$ 1,039,959.75

The rates for all services to be provided under this Contract as set forth in Paragraphs, IV, VI, VII, VIII, and IX above, shall be adjusted annually for the years 2014 through 2017, by an increase in the Bureau of Labor Statistics - Consumer Price Index - All Urban Consumers, not seasonally adjusted, US City average, all items with base period 1982-84=100. Contractor may request a specified rate increase for the next calendar year due to increased labor and/or fuel costs, to apply in addition to any increase in the Consumer Price Index, provided such request is made in writing and delivered to the office of the City Engineer on or before July 1 of the year immediately preceding the calendar year for which the potential further rate increase is requested. The Common Council may accept such proposal in writing delivered to the Contractor on or before September 1; in the alternative, following the receipt of such a rate increase request from the Contractor, the Common Council may determine to request proposals for such services for the next calendar year from all or other or another vendor(s) and upon award thereof, this Contract shall terminate upon the December 31 immediately thereafter.

XII. CONTRACT SECURITY

The Contractor shall furnish a surety bond or bonds in the amount equal to 25% value of the base contract excluding the bid amount for brush and leaf pickup A, B, and C for the period January 1, 2013 to December 31, 2013, as security for the faithful performance of the contract and for payment for all persons performing labor and furnishing material in connection with this contract. This bond shall be renewed on a yearly basis in amounts equal to the base contract value for the year of renewal.

XIV. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this subsection and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been approved.

Workmen's Compensation Insurance

The Contractor shall take out and maintain during the life of this contract and before any work is commenced, Workmen's Compensation Insurance for all of his employees employed on the project, and in case any work is sublet, the contractor shall require the sub-contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In any case any class of employees engaged in work under this contract at the site of the project is not protected under the Worker's Compensation Statute; the Contractor shall provide Employer's Liability Insurance for the protection of his employees not protected by the Worker's Compensation Statute.

Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him, any sub-contractor and the City during the performance of work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operation under this contract, whether such operations be by itself or by any sub-contractor or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the City and the amounts of such insurance shall be as required by law and set forth herein.

If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Contractor or it's sub-contractors or employees, in their performance of the contract or from its or their failure to comply with any of the provisions of this contract or of law, the Contractor shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subject or which it may suffer or incur by reason thereof.

In addition to, and not to the exclusion or prejudice of, any provisions of this contract or documents incorporated herein by reference, the Contractor shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in the course of, out of, or as a result of the negligent performance of the contract or the violation of any law or ordinance, the infringement of any patent, trademark trade name or copyright.

The Contractor shall not commence work on this contract until he has obtained all insurances required under this paragraph and has filed certificates thereof with the City:

1. **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE** - Coverage shall protect the Contractor and any sub-contractor during the performance of work covered by this contract from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from operation under this contract whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the City and the amounts of such insurance shall be subject to the following limits:

Bodily Injury	\$1,000,000 per Person \$1,000,000 per Occurrence \$1,000,000 Aggregate
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Property Damage	\$ 500,000 per Occurrence \$ 500,000 Aggregate
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2. **COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE** - Operation of owned, hired and non-owned motor vehicles.

Body Injury	\$1,000,000 per Person \$1,000,000 per Occurrence
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Property Damage	\$ 500,000 per Occurrence
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The Contractor shall file a certificate of insurance containing a thirty (30) day prior notice of cancellation, in form and content acceptable to the City.

XV. PROOF OF CARRYING INSURANCE

The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required with a reliable company or companies with an A.M. Best rating of A- or better, before commencing any work. Such proof shall consist of a certificate executed by the respective insurance companies and filed with the City. The Contractor shall also submit the original insurance policies for inspection and approval of the City before work is commenced. Said insurance shall not thereafter be canceled, permitted to expire or be changed without notice of thirty (30) days in advance to the City and consented to by the City.

XVI. PERMITS AND COMPLIANCE WITH LAWS

The Contractor shall procure and pay for all permits, licenses and bonds necessary for the prosecution of the work required by Municipal, State and Federal regulations and laws, unless specifically provided otherwise in the contract specifications.

The Contractor shall give all notices, pay all fees and comply with all Federal, State and Municipal Laws, ordinances, rules and regulations and codes bearing on the conduct of the work. This contract as to all matters not particularly referred to and defined herein, shall notwithstanding, be subject to the provisions of all pertinent ordinances of the municipality within whose limits the work is performed, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

XVII. SUB-CONTRACTS

The Contractor shall not subcontract any of the Contractor's obligations under this contract without the written consent of the City.

The Contractor agrees to be fully responsible to the City for the acts of omissions of his sub-contractors and of anyone employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the contract documents shall create any contractual relationship between any sub-contractor and the City.

The Contractor agrees to bind every sub-contractor (and every sub-contractor of a sub-contractor) by the terms of this Contract as far as applicable to his work, unless specifically noted to the contrary in a sub-contract in writing as adequate by the City.

XVIII. ASSIGNMENT OF CONTRACT

No assignment by the Contractor of any principal contract or any part thereof or the funds to be received thereunder by the Contractor, will be recognized unless such assignments has had written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

Assignment for the purposes of this contract shall also mean sale of the Contractor's business to other than its current principal owners and/or stockholders.

XIX. SUPERINTENDENCE

The Contractor shall give his personal superintendence to the work or have available at all times, a competent foreman, superintendent or other representative satisfactory to the City and having authority to act for the Contractor. The superintendent shall have a cell phone where he or she can be reached during normal working hours Monday through Saturday.

Insofar as it is practicable and excepting in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been accepted to represent the Contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the Contract.

XX. USE OF JOB SITE

The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinances, permits or direction by the City shall not encumber the premises with his materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

XXI. USE OF PRIVATE LAND

The Contractor shall not use any vacant lot or private land within the City of Franklin as a spoil site without written authorization of the owner of the land (or his agent) and approval by the City. A copy of the authorization shall be filed with the owner for his approval.

XXII. LABOR

The Contractor shall employ none but competent and skilled workmen and foremen in the conduct of work on this contract. The City shall have the authority to order the removal of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of its City Engineer or inspector relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, elusive, threatening or disorderly in his conduct and any such person shall not again be employed on this project.

XXIII. DAMAGE

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by its operations in the performance of this contract, and the contractor shall defend any suit that may be brought against itself or the City on account of damage inflicted by his operations and shall pay any judgments awarded to cover such damage. The Contractor shall defend any claims, hold the City harmless from any liability, and indemnify the City for any loss arising out of or occasioned by the Contractor's performance of this contract.

XXIV. PAYMENTS

The Contractor may submit periodically, but not more than once each month, a request for payment for work done. The Contractor shall furnish the City Administrator/Clerk all reasonable facilities required from any liability, and indemnify the City for any loss arising out of or occasioned by the Contractor's performance of this contract.

XXV. DEDUCTION FOR UNCORRECTED WORK

If the City deems it expedient to accept work not done in accordance with the contract, an equitable adjustment will be made with proper deduction from the contract price for unsatisfactory work. Unsatisfactory work shall include but not be limited to:

- A. Failure of the Contractor to make the necessary collections.
- B. Failure of the Contractor to respond to complaints to the satisfaction of the owner.
- C. Failure of the Contractor to follow-up on "missed" pickups.

- D. Failure of the Contractor to make pickups on the scheduled day.
- E. Failure of the Contractor to properly process recyclables.
- F. Failure of the Contractor to immediately and properly clean up liquid spills from compacted garbage or fluid spills (i.e. hydraulic oil, diesel fuel, antifreeze) due to break down of equipment.

Claims for damage filed against the Contractor by the City shall be handled expeditiously by the contractor. If he fails to do so, the City maintains the right to withhold funds from the contractor and pay claims if the City feels the claims are warranted and justified.

XXVI. TERMINATION OF CONTRACT

The Franklin City Council may terminate this contract at any time upon the proper showing that the services of the Contractor are not satisfactory, or upon failure of the Contractor to adhere to this contract. The action of the City Council shall be conclusively presumed to be based upon facts supporting said action and shall be binding upon the parties hereto.

XXVII. CITY'S RIGHT TO DO WORK

Contractor shall have sufficient equipment and manpower available to continue regular pickups in case of breakdown of equipment, resignation of men or inclement weather.

If the Contractor neglects to prosecute the work to be performed on this contract, the City, after three days written notice to the Contractor and his surety, may without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

IN WITNESS WHEREOF, the said CONTRACTOR has caused this instrument to be executed, in the case of an individual by personal signature, in the case of a partnership by the signatures of the members thereof, in the case of a cooperative or a corporation by the proper officers thereof, and the said CITY has caused it to be executed by its Mayor and countersigned by its City Clerk upon authority duly given therefore.

IN PRESENCE OF:

Brent Filbeck

Eric Mack

Ric Jantz (SEAL)

PRESIDENT (SEAL)

Dan Jantz

SECRETARY (SEAL)

CITY OF FRANKLIN

Thomas M. Taylor
MAYOR, THOMAS M. TAYLOR

COUNTERSIGNED:

Sandra L. Wesolowski
CITY CLERK, SANDRA L. WESOLOWSKI

COUNTERSIGNED:

Provisions have been made to pay the liability that will accrue under this contract.

Cal Patterson
DIRECTOR OF FINANCE & TREASURER,
CAL PATTERSON

APPROVED AS TO FORM:

Jesse Wesolowski
CITY ATTORNEY, JESSE WESOLOWSKI



NOTE: When executed by an individual or partnership, signature should be under seal and witnessed by two persons. When executed by corporation or cooperative, contract should be signed by President and Secretary thereof and corporate seal affixed.

INSTRUCTIONS FOR EXECUTION OF PERFORMANCE BOND

INSTRUCTIONS

The penal amount of the Performance Bond for a unit price Contract shall be the summation of the correct and checked extension of the unit prices with the estimated number of units.

The form of bonds attached hereto shall be used for each contract. This form contemplates one corporate surety only. In case co-sureties will be furnished, proper forms therefore shall be obtained.

If the principal is an individual, his full Christian name and residence shall be inserted in the body thereof, and he shall sign the bond with his usual signature on the line opposite the scroll seal.

If the principals are partners, their individual names shall appear in the body of the bond, with the recital that they are partners composing a firm, naming it.

If the principal is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal, the fact shall be stated in which case a scroll of adhesive seal shall appear following the corporate name. This also applies to execution by the surety.

The date of the bond must not be prior to the date of the contract for which it is given.

A Power of Attorney authorizing the execution of the Bond by an attorney-in-fact, or agent, shall be attached to the executed counterpart of the bond. If the bond is executed by an out-of-state agent, the executed counterpart of the Bond shall be countersigned by a licensed resident agent.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ as Principal, and
_____ as Surety, are held and firmly bound unto _____

in the full and just sum of _____ Dollars (\$ _____) lawful money of the UNITED
STATE OF AMERICA for the payment of which sum of money well and truly to be made, we bind ourselves,
heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS: The Principal has submitted to the _____
the attached signed Contract being for _____ complete, as described in the foregoing
CONTRACT AND ARTICLES OF AGREEMENT.

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that inasmuch as the said attached
Contract has been executed on behalf of the _____ of the above named bounded Principal
shall in all respects well and truly keep and perform the said Contract, and shall pay all sums of money due or to
become due for any labor, materials, apparatus, fixtures of equipment furnished for the purpose of constructing the
work provided in said contract, and shall defend, indemnify and save harmless said _____
against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind
except as otherwise provided in said specifications and other contract documents arising out of or in relation to the
performance of said work and the provisions of said contract, and shall remove and replace any defects in
workmanship or materials which may be apparent or may develop.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2012.

In the presence of:

(as to Principal)
ATTEST:

(Name of Principal)

SEAL

By _____

Title _____

In the presence of:

(as to Surety)
ATTEST:

Surety

The above and foregoing is hereby approved as to form and sufficiency of Surety, this _____ day of _____, 2012.

By _____

Title _____

CITY OF FRANKLIN CONDOMINIUMS
GARBAGE / RECYCLING INFORMATION
6/29/12

DEVELOPMENT NAME	CONTACT & PHONE #	UNITS OCCUPIED Edited 6/29/12	PROJECT COMPLETE	TOTAL UNITS
Apple Creek	Debbie Hagen (Assn. Pres.) 11335 W. Rawson Ave. Franklin, WI 53132	12 Bins	Yes	12 Bins
Autumn Ridge	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	86 *	Yes	86 *
Avian at Tuckaway	Mark Carstensen 9120 W. Loomis Road Franklin, WI 53132 529-4588 Fax 529-7344	14 Bins	No	70 Bins
Deerwood Estates	Prospect Management Co. Gerald Williquette, Pres. 5645 N. Green Bay Ave. Glendale, WI 53209	37 Bins	No	48 Bins
Evans Pond	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209	104 *	Yes	104 *
Forest Hill Village	Forest Hill Village Owners Assn. c/o Hunt Mgmt. Co. 10520 N. Baehr Dr. Ste. Q Mequon, WI 53092	182 Bins	Yes	182 Bins
Francois Woods	Horizon Development Group 1031 North Edge Trail Verona, WI 53593 414-541-3900 Ext. 222	16 No dumpsters No bins	Yes	16
Franklin Oaks Condominiums CONTRACTS OUT COLLECTION	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209 Robert Gadbois, Secty	115 Not included in total	No	144 Not Included in total
Franklin Oaks Villas & 1 st Addendum	Same as above	53 Bins	No	62 ← Bins
Hidden Lake Condominiums CONTRACTS w/ BFI for door to door	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	48 Not included in total	Yes	48 Not included in total
Hidden Valley	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	40 Bins	Yes	40 Bins
Homes on the Park I	Ogden & Company Attn: Kevin	24 *	Yes	24 *

* John's Rental Dumpsters
X Does not receive pick-up

	1665 N. Water St. Milwaukee, WI 53202			
Homes on the Park II	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	14	Yes	14
		Bins		Bins
Indian Creek (Riverwood) CONTRACTS OUT COLLECTION	Camco 16535 W. Bluemound Rd. Suite 120 - Brian Cameron Brookfield, WI 53005	65 Not included in total	No	119 Not included in total
Kaitlin Meadows	Condominium Services S96 W12972 Claude Harmon Circle Muskego, WI 53150	16	No	56
		Bins		Bins
Kaitlin Woods	Elite Properties Attn: Sara Moker 3415 N. 127 th St. #300 Brookfield, WI 53005	132	No	196
		Bins		Bins
Legend Park	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	60	Yes	60
		Bins		Bins
MacKenzie Square Condominiums	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209 Bob Adashek, Prop. Mgr.	64	Yes	64 *
		*		
Meadows Condominiums	Pat Hansen, President 7931 S. 68 th Street #401 Franklin, WI 53132	32	Yes	32 *
		*		
Monticello Gardens	The Burbach Co. Franklin Ventures, LLC 2645 N. Mayfair Rd. St. 130 Milwaukee, WI 53226 Camco Management	77	No	192 *
		*		
Park Meadows Homes	Park Meadows Homes Assn. Jeff Lilly, Site Mgr. 4163 W. College Ave. Milwaukee, WI 53221	196	Yes	196 *
		*		
Sunset Townhomes	Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202	16	Yes	16
		Bins		Bins
Towering Oaks	Hunt Mgmt. Co. Attn: Shaun 10520 N. Baehr Dr. Ste. Q Mequon, WI 53092	40	Yes	40 *
		*		
Tuckaway Creek	Camco 16535 W. Bluemound Rd. Suite 120 - Brian Cameron	40	Yes	40
		Bins		Bins

	Brookfield, WI 53005			
Tuckaway Pines	Genesis CM & D 2210 10 th Ave, Suite B S. Milwaukee, WI 53207 571-5011	19 <i>Bins</i>	No	44 <i>Bins</i>
Tuckaway Shores	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209 Bob Adashek, Prop. Mgr.	155 <i>Bins & *</i>	Yes	155 <i>Bins</i>
Twin Oaks of Tuckaway	Tom Lorino 9809 S. Franklin Dr. Franklin, WI 53132 304-1324	62 <i>Bins</i>	Yes	62 <i>Bins</i>
Victoria Place	Victoria Place, Inc. P.O. Box 210108 Milwaukee, WI 53221	40 <i>Bins</i>	Yes	40 <i>Bins</i>
Westminster Condominiums CONTRACTS WITH SUPERIOR	Cities Management Co. Amy 2100 Summer St. NE St.280 Minneapolis, MN 55413	76 Not included in total	Yes	76 Not included in total
Whitnall Edge I	Ogden & Company Assn Board: Clinton Karstadt 1665 N. Water St. Milwaukee, WI 53202	104 <i>*</i>	Yes	104 <i>*</i>
Whitnall Edge II CONTRACTS OUT COLLECTION	Camco Management 16535 W. Bluemound Rd. Brookfield, WI 53005 Assn Pres: Rod Roberts	126 Not included in total	Yes	126 Not included in total
Whitnall Grove	Whitnall Grove Condo Assn. P.O. Box 320286 Franklin, WI 53132	44 <i>Bins</i>	Yes	44 <i>Bins</i>
Whitnall Park Square	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209	98 <i>Bins</i>	Yes	98 <i>Bins</i>
Whitnall Park Terrace	Hunt Management. Co. Attn: Todd Sarauer 10520 N. Baehr Dr. Ste. Q Mequon, WI 53092	66 <i>Bins</i>	Yes	66 <i>Bins</i>
Whitstone Village	Hunt Management. Co. Attn: Todd Sarauer 10520 N. Baehr Dr. Ste. Q Mequon, WI 53092	75 <i>Bins</i>	Yes	75 <i>Bins</i>
Woodlake Village	Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209 Bob Adashek, Prop, Manager	60 <i>Bins</i>	Yes	60 <i>Bins</i>
Woodland Prairie	Ron Wambach 10150 W. National Ave. West Allis, WI 53227	7 <i>Bins</i>	No	44 <i>Bins</i>

* Per 4,
has G/D's
notes
they own
we
service

	541-6800			
Woodland Trails (was Franklin Square)	Burke Properties 622 N. Water Street, Suite 200 Milwaukee, WI 53202 Attn: Gina Goodwin	108 56 * 53 * notes they own we service at curb	Yes	109 * → 56 notes → 53
TOTALS		2093		2451

2008-2009

Notes

2008-2009

2008-2009

2008-2009

2008-2009



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2012

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

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

PRODUCER Johannesen-Farrar Inc. 512 E Walworth Avenue P O Box 347 Delavan, WI 53115	CONTACT NAME: Mulder, Joseph P	
	PHONE (A/C, No, Ext): 262-728-2631	FAX (A/C, No): 262-728-2312
	E-MAIL ADDRESS: judyv@jfinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 262-473-4700 John's Disposal Service Inc & Basura LLC 107 Hwy U P O Box 329 Whitewater, WI 53190	INSURER A: QBE/General Casualty Companies	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CCI0229781	12/30/2011	12/30/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CBA0229781	12/30/2011	12/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CCU0229781	12/30/2011	12/30/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CWC0229781	12/30/2011	12/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Franklin
9229 West Loomis Road
Franklin, WI 53132-9728

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph P. Mulder

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Bond Number 0861797

Performance Bond – Multi-Year Contracts

KNOW ALL MEN BY THESE PRESENTS, that we, Johns Disposal Service, Inc. as Principal, (hereinafter called the "Principal"), and West Bend Mutual Insurance Company as Surety, (hereinafter call the "Surety"), are held firmly bound unto, City of Franklin as Obligee, (hereinafter called the "Obligee"), in penal sum of Two Hundred Fifty Nine Thousand Nine Hundred Ninety Dollars Dollars (\$ 259,990.00) good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into written contract with the Obligee, dated _____ (hereinafter called the "Contract"), which Contract is incorporated herein by reference for the work described as Refuse collection and,

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Obligee for any and all loss that the Obligee may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing 01/01/2013 and expiring on 01/01/2014, unless released by the Obligee prior thereto. However, the term of this bond may be extended for an additional one-year period(s) by the issuance of a Continuation Certificate by the Surety.
2. The Liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the bond amount set forth above or in any additions, riders or endorsements properly issued by the Surety.
3. Non-renewal by the Surety nor failure of the Principal to provide the Obligee with a replacement bond shall not constitute default under this bond.
4. In the event the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee shall provide the Surety with a written statement setting forth the particular facts of said default no later that thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the following address: 8401 Greenway Blvd., Suite 1100, Middleton, WI 53562.
5. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract to perform or sublet same; c.) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
6. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.

Signed and Sealed this 1 day of January 20 2013

Witness: Joseph P. Mulder

Principal:

Johns Disposal Service, Inc.

By: Brian Jongettes (SEAL)

Name Typed: Brian Jongettes, President
Title

Witness: Joseph P. Mulder

Surety:

West Bend Mutual Insurance Company

By: Joseph P. Mulder (SEAL)

Name Typed: JOSEPH MULDER, Attorney-In-Fact
Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

NB 0585 09 09

Thomas M. Taylor
THOMAS M. TAYLOR, MAYOR, CITY OF FRANKLIN

Page 1 of 1



0861797

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

JOSEPH MULDER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Six Million Dollars (\$6,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest James J. Pauly
James J. Pauly
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 1 day of January, 2013



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i>		09/20/2016
Reports & Recommendations	A RESOLUTION FOR AGREEMENT WITH HEALTHCARE WASTE MANAGEMENT, INC. TO REMOVE MEDICAL WASTE	ITEM NO. <i>G.11.</i>

BACKGROUND

Another item before Common Council is an item to amend an agreement with John's Disposal Service, Inc. The contract discussed 16 containers per year @ \$120 = \$1,920. The contract runs through December 31, 2017. This Council Action will assume that the John's contract was amended.

It is anticipated that the City will have a need for 32 containers each year.

ANALYSIS

Staff requested quotes from three companies who provide removal of biohazard and medical waste. One provider is the current sub-contractor to John's that currently performs the work.

- Healthcare Waste Management, Inc. \$125/month for 2 containers + \$50 for each additional container. 32 containers would equate to \$1,900 per year.
- MedPro. \$145/month for 2 containers + \$60 for each additional container. 32 containers would equate to \$2,220 per year.
- Stericycle (current provider as a sub-contractor). \$248.74 per month for 13 pickups per year at 2 containers each. For additional containers, it would be cost (\$85.67)+10%. 32 containers would equate to \$3,739 per year.

Note that all of these quotes also provide hazardous drug waste removal that is not included in the current contract with John's.

OPTIONS

Authorize execution of Agreement with Healthcare Waste Management, Inc; or

Table

FISCAL NOTE

It is anticipated that the City will finish 2016 with 32 containers. Payment to John's would be the contracted 18 containers @ \$120 = \$2,160.00 and an additional \$1,680 to finish the year. Payment to Healthcare Waste Management, Inc is anticipated to be approximately for the remainder 14 boxes is expected to be \$875, or a savings of approximately \$805 in 2016. Payment to an alternate provider in 2017 is expected to be \$1,900 or a savings of \$1,940.

RECOMMENDATION

Resolution to authorize the execution contract with Healthcare Waste Management, Inc. for collection of biohazard containers, pending review by City Attorney.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2016 - _____

RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH
HEALTHCARE WASTE MANAGEMENT, INC. FOR COLLECTION OF BIOHAZARD
CONTAINERS

WHEREAS, the City of Franklin has need of services to remove biohazard containers;
and

WHEREAS, City Staff solicited quotes from qualified waste disposal companies with
experience in the disposal of biohazard materials; and

WHEREAS, Healthcare Waste Management, Inc was found to be the lowest responsive
responsible company to provide a quote for services.

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 enter into an agreement with
Resolution to authorize the execution contract with Healthcare Waste Management, Inc. for
collection of biohazard containers.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2016, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



Medical Waste Service Agreement

P.O BOX 1218 - Frankfort, IL 60423

Office (888) 427-5797 Fax (866) 588-9144 Email: Service@hwmusa.com

Account Number _____

Start Date: _____

Customer Rep: **Office-Milke**

Service Location

Facility Name		
Franklin Health Department		
Address		
9229 W Loomis Rd		
City	State	Zip Code
Franklin	WI	53152
Facility Phone Number	Facility Fax Number	
414.425.9101		
Contact Name:	Lori	
Email Address:	lczajkowsld@franklinwi.gov	

Billing Location

Check if Service and Billing Location are the Same

Facility Name		
Address		
City	State	Zip Code
Facility Phone Number	Facility Fax Number	
Contact Name:		
Email Address:		

THIS IS A LEGALLY BINDING CONTRACT, HEALTHCARE WASTE MANAGEMENT, INC. AGREES TO PROVIDE AND THE CUSTOMER AGREES TO ACCEPT THE MEDICAL WASTE DISPOSAL SERVICES AT THE RATES AND FREQUENCY OF COLLECTION AS INDICATED BELOW SUBJECT TO THE TERMS AND CONDITIONS CONTAINED OF THE REVERSE SIDE OF THIS CONTRACT.

ADDITIONAL INFORMATION

PRICING INCLUDES ALL FEES AND TAXES

HWM 31 (UP TO 2 PER SERVICE)	\$ 125.00	X	SVC
ADDITIONAL CONTAINERS AFTER THE FIRST 2 ARE	\$ 50.00	X	EA
DOCUMENT SHREDDING - OSHA & HIPAA COMPLIANCE TRAINING	\$	X	

FREQUENCY OF SERVICE

EVERY 4 WEEK SERVICE

PLEASE LIST HOURS BEFORE RETURNING

	OPEN	CLOSE	LUNCH
Monday	8:00	- 5:00	N/A
Tuesday	8:00	- 5:00	N/A
Wednesday	8:00	- 5:00	N/A
Thursday	8:00	- 5:00	N/A
Friday	8:00	- 5:00	N/A

DESCRIBE SERVICE SCHEDULE IF NEEDED: _____

By signing below you accept the terms and conditions of the two pages of this agreement.

Customer Signature: _____

X

Print Name: _____ Date: _____

Healthcare Waste Management

Terms and Conditions of Medical Waste Service Agreement

1. Customer hereby retains Healthcare Waste Management, Inc. (hereinafter collectively referred to as "HWMI") to provide on an exclusive basis and HWMI, Inc. agrees to provide for the transportation and disposal of Customer's medical waste, which are waste items that covered by the Department of Transportation: "UN3291, REGULATED MEDICAL WASTE, N.O.S., 6.2, PGII" (hereinafter collectively referred to as "waste") for a period of three (3) years commencing on the contract start date. The parties agree that the term of this Agreement will be automatically renewed for successive three (3) year periods unless not less than ninety (90) days prior to the expiration of the initial term of this Agreement or any renewal period either party gives the other written notice, via prepaid certified or registered mail, of its intention to terminate this agreement. Customer and HWMI agree that this Agreement does not include and HWMI will have no obligations with respect to the transportation or disposal of any Category "A" Wastes, RCRA Hazardous, pathological, chemotherapeutical, nuclear, radiologic waste or other hazardous chemical waste, as defined from time to time by any federal, state or local governmental agency. Waste will be kept in a single area that is easily accessible and same level egress to exit. If kept on another level the facility must have an elevator, lift system or ramp for transporting the waste out of the facility.
2. Customer agrees to pay HWMI in accordance with its rates outlined on the reverse side of the Agreement. Customer also agrees to pay all charges, taxes, levies or other such costs imposed by any local, state or federal agency or disposal facility on waste to be transported and/or disposed of pursuant to this Agreement. HWMI reserves the right to periodically adjust prices to comply with legislative changes, increased fuel costs and other cost increases it may incur without notice.
3. Customer agrees that all waste to be transported by HWMI will be placed by Customer in properly sealed, non-leaking containers. Customer must ensure Sharps are placed only in designated Sharps containers. HWMI reserves the right to reject any containers which are leaking or not properly filled or sealed and in such an event, customer shall be liable for any and all directly related injuries, exposures, and damage resulting from improperly packaged waste by the customer. HWMI will provide Customer, at its then prevailing rate, containers for use in repacking such waste, which repacking shall be sole responsibility of Customer.
4. All amounts payable to HWMI by Customer are due within 15 days of the receipt of the invoice. Amounts not paid when due will bear interest at the lesser of 1-1/2% per month or the maximum rate allowed by law.
5. The parties agree that Customer bears full responsibility (including responsibility for accidents, injuries and for the cleanup of any accidents or spills) for the waste up to the loading process at Customer's premises. The parties further agree that HWMI's responsibility for the waste will terminate (to the maximum extent allowed by law) once the waste is delivered to the disposal facility.
6. HWMI agrees to provide Customer with a record of waste received and disposed of by HWMI. Such a record will be provided on a basis that will enable Customer to fulfill its obligations under any federal, state, or local laws or regulations.
7. HWMI shall not be considered in breach of its obligations under this Agreement until it has been given written notice of such and has failed to cure same within 30 days following receipt of such notice.
8. In the event Customer terminates or seeks to terminate this Agreement prior to the expiration of the initial term or any renewal term or is otherwise in default hereunder, then HWMI shall have the right to declare this Agreement terminated in which event Customer shall pay HWMI as liquidated damages, an amount equal to the greater of (a) fifty percent (50%) of the average monthly charges incurred by Customer hereunder prior to such termination times the number of months remaining in the current term of the contract had termination not occurred, or (b) \$750. Such amount shall be payable in full upon the termination date and shall be in addition to any amounts owed by HWMI for any period prior to termination. The foregoing remedy of HWMI shall be distinct, separate and cumulative and shall not operate to preclude HWMI from pursuing any other right or remedy available to it at law or in equity.
9. Customer agrees to indemnify and hold HWMI, and its employees, officers, directors and agents, harmless for and from all liability, loss, damage or expense, including attorney's fees and court costs, which HWMI or any of its employees, officers, directors or agents may sustain or incur by reason of or rising out of (i) the failure of Customer to properly package waste to be transported and disposed of by the HWMI or (ii) the breach by Customer of any of the terms or provisions of this Agreement or any misrepresentations made by Customer under or in connection with this Agreement. HWMI agrees to indemnify and hold Customer, and its employees, officers, directors and agents, harmless for and from all liability, loss, damage or expense, including attorney's fees and court costs, which Customer or any of its employees, officers, directors or agents may sustain or incur by reason of or rising out of (i) the failure of HWMI to properly transport and dispose of the waste or (ii) the breach by HWMI of any of the terms or provisions of this Agreement or any misrepresentations made by HWMI under or in connection with this Agreement.
10. HWMI's "large" containers are certified to safely carry up to 45 lbs. of waste and the "small" containers can carry up to 30 lbs. Any container weighing in excess of 10% of its designated weight will be charged with an additional container.
11. In the event HWMI arrives at Customer's facility for a pre-arranged pick up of waste, and no waste is available, a minimum service fee equal to the standard service/pickup fee shall be assessed.
12. If customer wishes to decrease the frequency of the agreed upon service frequency the prevailing rate for that level of service will be applied to the customer's account and a new service agreement reflecting the changes will need to be executed.
13. This agreement constitutes the entire Agreement between the parties and no additions or modifications of any other provision will be binding unless in writing and signed by a duly authorized officer or agent of HWMI and Customer.
14. If any clause, sentence, provision or other portion of this Agreement is or becomes illegal, null, void, or unenforceable for any reason or is held by any court or competent jurisdiction to be so, the rest of this Agreement will remain in force and effect.
15. The obligation of the parties to perform under this Agreement (but not the obligation to pay for services or containers already provided) will be suspended excused to the extent that either party is prevented from performing because of any act beyond its reasonable control, including without limitation, an act of God, earthquake, fire, flood, blizzard or perils of any sort, malicious mischief, riots, strikes, lockouts, war, and similar cause beyond either party's reasonable control.
16. The parties agree that the provisions of this Agreement will be construed, governed and enforced in accordance with the laws of the State of Illinois.
17. This agreement shall be binding on the parties and their successors and assigns. Customer agrees that during the initial or any renewal term of this agreement they will use no other medical waste disposal company or any other method to dispose of their medical waste for the service location addressed on this agreement.



SERVICE AGREEMENT

Valid Until: 09/30/2016

1) Review proposal, terms and conditions

2) Choose required services

3) Send agreement in via EchoSign, email, or fax



Client Advocate Team (866) 924-9339
Account Executive Tyler Hansen
Direct Phone (847) 794-1013
tyler@medprodisposal.com

SERVICE ADDRESS

BILLING ADDRESS

Company: Franklin Health Department
Address: 9229 W Loomis Rd
Franklin, WI 53132

Company: _____
Address: Street 1 _____
Suite / Unit # _____
City / State / Zip _____

Click Here If Same as Service Address

SERVICES OFFERED

MEDICAL WASTE DISPOSAL

Service Frequency: Monthly (12-13 Stops Annually)
Allotted Containers per Month: 2
Rate per Additional Container: \$ 60.00

Service Charge:
\$ 145.00 Per Month

Special Notes / Comments: 10 gallon RCRA hazardous container for 295.00

By signing below, I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this agreement. Customer has read and agrees to be bound by and comply with the Terms and Conditions and MedPro Waste Disposal LLC's Waste Acceptance Policy, both of which are contained herein and are integral parts of this Agreement.

Customer

Title

Please Print

Date

(Effective Date)

MedPro Waste Disposal

Title

MedPro Representative

Print

Tyler Hansen

Date

REQUESTED FIRST DATE OF SERVICE:

Please allow 5-7 business days for MedPro operations to confirm when first date of service will occur.

MedPro Waste Disposal, LLC

Payment Authorization Form

Sign and complete this form to authorize MedPro Waste Disposal, LLC (MedPro) to securely store your credit card or ACH account information on file for automatic payment of future invoices.

By signing this form, you give MedPro permission to debit your account for the amount agreed to on your service agreement. Payments will be processed on or after the invoice date.

Franklin Health Department authorizes MedPro Waste Disposal, LLC to charge the payment method listed below for payment of all contracted services.

The sensitive information entered below will be hidden/masked prior to being securely transmitted and stored.

Credit Card Information	
Card Type:	<input type="radio"/> Visa <input type="radio"/> MasterCard <input type="radio"/> AMEX <input type="radio"/> Discover <input type="radio"/> None/Cancel
Cardholder Name:	
Card Number:	
Expiration Date:	/ Month (mm) Year (yy)
Billing Street Address:	Phone #
City / State / Zip:	Email

ACH Account Information
ACH Name on Account:
ACH Account Number:
ACH Routing Number:

SIGNATURE

DATE

I authorize MedPro Waste Disposal, LLC to charge the credit card or ACH account indicated in this authorization form according to the terms outlined above. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the business in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. This payment authorization is for the type of bill indicated above. I certify that I am an authorized user of this credit card or ACH account and that I will not dispute the payment with my credit card company or bank; provided the transactions correspond to the terms indicated in this authorization form. The products and services being purchased through your Service Agreement may be subject to additional cost increases after the purchase date. I understand that I may be charged these post-purchase amounts for reasons including but not limited to legislative changes, increased costs of fuel, and escalated operational costs, require MedPro to implement operational changes to comply with documented laws or cost escalations. I consent to these post purchase price increases, and I authorize MedPro to charge my credit card or ACH account for these.

Terms and Conditions for Medical Waste Removal Program

Terms, Exclusivity and Renewal. This Agreement shall begin on the date of Customer's signature as set forth above ("Effective Date") and run for a term ("Term") of 36 months from the First Date of Service. This Agreement shall automatically renew for successive terms equal to the original Term ("Extension Term") unless either party gives 60 days' notice in writing to the other party during the last 6-month period prior to the renewal date of its desire to terminate this Agreement. Should Customer terminate this agreement prior to the expiration of the Term or Extension Term(s), Customer shall pay to MedPro fifty percent (50%) of the value of the remaining contract. MedPro reserves the right to terminate this Agreement at any time by giving Customer 60 days' written notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in MedPro's sole discretion, to continue performing this Agreement. Customer agrees to use no other medical waste disposal service or method during the Term of this Agreement and any Extension Term(s). If Customer determines that it has a previous binding contractual obligation for medical waste services, they can temporarily interrupt this Agreement to meet their obligation. Once the obligation is met, Customer will honor all the terms of this Agreement. If there is an interruption of this Agreement, the Term of this Agreement will be extended by the same amount of time as the interruption.

Pricing. MedPro reserves the right to adjust the contract price at any time in the event that either internal and/or external costs or opportunities require such adjustment in MedPro's sole discretion. MedPro shall give Customer written notice at least thirty (30) days prior to any increase in pricing. MedPro agrees to lock in current pricing for one (1) year from the Effective Date of this agreement. Thereafter, price increases shall not exceed 5% annually.

Billing. MedPro shall submit regular invoice statements via electronic mail to Customer for services rendered. Payments are due upon receipt; unpaid balances after 30 days of the date of the invoice are subject to a minimum late fee of \$25.00. Customer will have the option to decline paperless invoices and receive paper invoices by notifying MedPro in writing, at which point MedPro will have 30 days to update to the preferred billing method. MedPro shall conduct a periodic audit of Customer's invoices and services rendered. MedPro reserves the right to bill Customer for any services rendered but not billed for if found during said periodic audit. MedPro reserves the right to bill for all applicable federal, state and local taxes and assessments, including retroactive adjustments for the same. Customer shall bear any costs that MedPro may incur in collecting overdue amounts from Customer, including but not limited to reasonable attorney fees, court costs, collection agency costs, and administrative collection costs. MedPro reserves the right to suspend its services under this Agreement until any overdue amounts, including interest and collection fees, are paid. By authorizing MedPro to charge a credit card for the fees associated with this Service Agreement, you are authorizing MedPro to automatically continue charging that card (or any replacement card if the original card is renewed, lost, stolen, or changed for any reason by the card issuer, and the issuer informs MedPro of the new replacement card account) for all fees or charges associated with this Service Agreement including any renewal fees as described herein. You authorize the card issuer to pay any amounts described herein and authorize MedPro to continue to attempt to charge all sums described herein to your credit card account until such amounts are paid in full.

Communication. Customer consents that MedPro may communicate via phone, postal mail, email or fax. Communication may include service or billing-related notices, notices required by law, and company news or special offers. If Customer wishes to opt-out of solicitations communicated via email or fax, MedPro agrees to comply with all applicable laws to honor such request.

Right to Subcontract Service. MedPro reserves the right to utilize a subcontractor to provide service to Customer per the terms of this Agreement.

Regulated Medical Waste Services. MedPro and/or its subcontractor shall ensure the collection, transportation, treatment and disposal of all Regulated Medical Waste (except Non-Conforming Waste) generated by Customer during the term of this Agreement. Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in MedPro and/or its subcontractor at the time it is loaded onto MedPro and/or its subcontractor's vehicle. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to the customer for proper disposal after collection; waste will be considered nonconforming if it has constituents, characteristics, components or properties not included as acceptable waste on the Waste Acceptance Policy or is not properly labeled, packaged, or segregated as required by law. All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 173.202 (Manifest). MedPro employees or subcontractors may refuse containers that are determined to be Non-Conforming waste as identified in the Waste Acceptance Policy (WAP), attached hereto and incorporated herein by reference. Customer shall place only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other federal, state and local regulations in waste containers for disposal. Customer represents and warrants that (1) the waste presented for disposal will not contain any "hazardous", "toxic", "radioactive", or Non-Conforming Wastes as defined by all applicable laws, regulations and the WAP, (2) the waste strictly conforms to MedPro's WAP and their local laws and regulations concerning Regulated Medical Waste, and (3) Customer has reviewed the attached WAP and its complete definitions and requirements. Customer shall be liable for any and all injuries, losses and damages resulting from Non-Conforming Waste. MedPro reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations.

Performance. MedPro and/or its subcontractor shall exercise standards of care reasonable to the medical waste disposal industry in its performance of this Agreement. The Parties agree that a missed pick-up shall not be a breach of this Agreement; should such an event occur, MedPro shall have 15 business days to resolve the event. MedPro nor its subcontractor shall be responsible if its performance of this Agreement is delayed or interrupted by acts or contingencies beyond its own control including acts of God, war, blockades, riots, explosion, strikes, lockouts, fire, accidents to equipment, labor or industrial disturbances, injunctions or compliance with laws, regulations, guidelines or order of any governmental body now existing or hereafter created.

Compliance with Laws and Record Keeping. As of the date of this Agreement, MedPro hereby agrees to carry general liability, workman's compensation, and automobile liability insurance as required by applicable state and federal laws, rules, and regulations. MedPro further states that it has obtained all necessary permits, licenses, and other local, state or federal authorizations required to perform services hereunder and shall furnish copies thereof to Customer upon request. Customer hereby agrees to comply with all federal, state, county, and municipal laws and ordinances and all lawful orders, rules, regulations, and guidelines. MedPro and Customer shall keep and retain adequate records and other documentation including but not limited to manifests and other tracking records or reports consistent with and for the periods required by regulatory requirements pertaining to performance of the medical waste services required by this Agreement.

Indemnification. Customer agrees to indemnify and hold MedPro and its present and future employees, members, managers, officers, directors, agents, subcontractors and assignees harmless for and from all liability, loss, damage or expense, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses including reasonable attorney fees, cost of defense or settlement which any or all of them may sustain, suffer, incur, be responsible for, or pay, by reason of or arising out of, directly or indirectly, the negligent or willful conduct of Customer, including but in no way limited to (1) the failure of Customer to properly store, package, label or segregate waste to be transported, legally processed and disposed of by MedPro or its subcontractor, (2) any liability or damages arising from Non-Conforming Waste, (3) the failure of Customer to appropriately utilize the Compliance Program Subscription provided by MedPro to Customer; (4) the breach by Customer of any of the terms or provisions of this Agreement, including the Waste Acceptance Policy, or any misrepresentation made by Customer under or in connection with this Agreement, or (5) any negligent or willful act or omission by Customer, its employees or agents in the performance of this Agreement.

Independent Contractor. MedPro's relationship with Customer is that of an independent contractor and nothing in this Agreement shall be construed to designate MedPro as an employee, agent, or partner of Customer.

Packaging. Customer is solely responsible for packing regulated medical waste as outlined per the U.S. Dept. of Transportation, OSHA, or as defined by any other federal, state, county, or local laws and regulations. Customer must store regulated medical waste in the containers provided by MedPro and/or its subcontractor. MedPro and/or its subcontractor reserves the right to decline to accept for collection, transportation, treatment and/or disposal any regulated medical waste which, in MedPro's and/or its subcontractor's sole judgment, cannot be transported in a lawful manner without a risk of harm to the public health and environment. Improperly packaged, wet, leaking, overweight, or damaged containers are subject to rejection or possible overage and/or repackaging fees. Customer shall hold title to any non-conforming waste at all times, whether refused for collection or returned to Customer for proper disposal after collection.

Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may, without the consent of the other, assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.

Savings Clause. In case one or more provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, unless such findings shall impair the rights or increase the obligations of MedPro in which event, at MedPro's sole discretion, this Agreement may be terminated.

Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

Miscellaneous. All amendments to this Agreement shall be effected only by a written instrument executed by all parties. This Agreement is executed in the State of Illinois and shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction. As part of the consideration for the services provided by MedPro under this Agreement, MedPro and Customer each consent to the jurisdiction of any state or federal court located in Cook County, Illinois, waive a trial by jury, and further waive any objection to jurisdiction and venue of any actions instituted hereunder, and further agree not to assert any defense based on lack of jurisdiction or venue. All required notices or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses as set forth in this Agreement. A copy or facsimile of this Agreement shall be effective as an original.

MedPro Waste Disposal Waste Acceptance Policy

MedPro Waste Disposal policy requires compliance with all applicable regulations regarding the collection, transportation and treatment of regulated medical waste. To ensure that neither MedPro nor the generator of regulated medical waste violates applicable regulations, it is imperative that all parties understand the rules regarding proper identification, classification, segregation and packaging of regulated medical waste. The purpose of this policy is to summarize the minimum requirements for preparing your medical waste for collection, transportation and treatment. Additional facility or state-specific waste acceptance policies may apply based on permit specifications. Contact your MedPro representative at 866-924-9339 or service@medprodisposal.com for further information.

MedPro Waste Disposal Accepts the following Regulated Medical Waste:

- Infectious waste – solidified blood, blood products, bodily fluids; Laboratory wastes (cultures, viruses, test tubes, culture plates); Contaminated equipment, instruments and disposal material; Sharps in rigid, puncture-resistant sharps containers; IV tubing and bags, catheters; Disposable gloves and gowns, dressings; Human dialysis waste material; Disposable material contaminated with isolation waste. 29 CFR 1910.1030 (g)(1)(II)(A)
- Trace Chemotherapy Waste – Empty drug vials, syringes, spill kits, IV tubing and bags; Contaminated gloves and gowns; Chemotherapy containers must have less than 1 inch of fluid remains or no more than 3% by weight of the original quantity remains.
- Pathological waste for Incineration – Human or animal tissue & surgical specimens.
- Non-Hazardous Non-Controlled Pharmaceutical Waste.
- Pharmaceutical waste must be characterized and certified as non-RCRA hazardous material by generator. Additional packaging and protocols apply. See MedPro Waste Disposal representative for details.
- Waste must be packaged separately and not co-mingled with RMW.

MedPro Waste Disposal Does NOT Accept:

- Category A Infectious waste.
 - An infectious substance which is transported in a form that, when exposure to it occurs, is capable of causing permanent disability, life-threatening or fatal disease in otherwise healthy humans or animals.
- Remains of a human fetus.
- Chemicals – Including but not limited to: Formaldehyde, acids, alcohols, and waste oil.
- Hazardous Waste – Including but not limited to: Used Solvents, Old Batteries, Drums or other containers with hazardous warning symbol.
- Radioactive Waste – any container with a radioactive level that local EPA limits.
- RCRA Pharmaceutical Waste.
- Complete Human Remains (Including fetuses, heads, cadavers, full torsos and fetal material (specialized pathological material))
- Bulk Chemotherapy Waste
- Compressed Gas Cylinders, Inhalers Aerosol Cans or other similar Containers.
- Solid Waste.
- Glass Thermometers, Sphygmomanometers, and Other Medical Devices or Solutions Containing Mercury
- Mercury –containing dental waste- non-contact and contact amalgam and products, chairside traps, amalgam sludge or vacuum pump filters, extracted teeth with mercury fillings, and empty amalgam capsules.

Packaging and Labeling of Medical Waste

- Boxes or reusable containers are to be marked with the universal biohazard symbol and UN 3291.
- Autoclave Waste, Incineration Waste, and Non-Hazardous Pharmaceutical Waste are to be placed in separate, color coded containers and properly labeled as such.
- Place all acceptable medical waste in approved biohazard bags.
- Place all sharps in rigid, puncture-resistant sharps containers, color coded and marked with the universal biohazard symbol.
- Bags must be tied closed when they are full.
- Boxes must be taped along the bottom seams and sealed with tape when full and stored.
- Lids must be securely placed on containers when full.
- Store containers in a secure area until the next collection.

Customer is solely responsible for packing regulated medical waste as outlined per the U.S. Dept. of Transportation, OSHA, or as defined by any other federal, state, county, or local laws and regulations. Customer must store regulated medical waste in the containers provided by MedPro or its affiliates.

Proper packaging and segregation of medical waste reduces the potential for accidental release of the contents and exposure to employees and the public. All MedPro Waste Disposal customers are provided with packaging instructions that describe maximum weights, proper sealing/closure of inner bags and outer containers and proper packaging of sharps. These instructions are designed to be in compliance with the packaging requirements of 49 CFR 173.197, which require that waste be packaged in a container that is:

1. Rigid.
2. Leak resistant.
3. Impervious to moisture.
4. Of sufficient strength to prevent tearing or bursting under normal conditions of use and handling.
5. Sealed to prevent leakage during transport.
6. Puncture resistant for sharps and sharps with residual fluids.
7. Break resistant and tightly lidded or stoppered for fluids in quantities greater than 20 cubic centimeters. Waste identified as cultures and stocks must conform to appropriate DOT PG H packaging requirements.

MedPro Waste Disposal may refuse containers that are improperly packaged, leaking, damaged or likely to create risk of exposure to employees and the public. Proper segregation and packaging of medical waste is essential for safe handling and transportation of regulated medical waste. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to Customer for proper disposal after collection.

Please contact MedPro Waste Disposal to review if any special waste generated within your facility is subject to specific waste policies based on state or permit specific requirements. Please contact your MedPro Waste Disposal Customer Advocate for additional information regarding container and labeling requirements.



Cust ID: NEW
Generator ID#:

Site ID: NEW

SERVICE AGREEMENT

Service Address
 Company Name: Franklin Health Dept
 Address 1: 9229 W Loomis Rd
 Address 2: N/A
 City/State/Zip: Franklin, WI 53132-9630
 Phone: (414) 425-9101 ext. _____ Fax: (____) _____
 Contact: Lori Czajkowski Title: _____
 E-Mail: lczajkowski@franklinwi.gov

Billing Address (If Different)
 Company Name: Franklin Health Dept
 Address 1: 9229 W Loomis Rd
 Address 2: N/A
 City/State/Zip: Franklin, WI 53132-9630
 Phone: (414) 425-9101 ext. _____ Fax: (____) _____
 Billing Contact: Accounts Payable Title: N/A
 Billing E-Mail: N/A

COMPLIANCE PORTAL 24x7 on MyStericycle.com



MEDICAL WASTE SERVICE BENEFITS

Manifest/Shipping Paper Archive for 24/7 online access to proof of destruction documentation
 Biohazardous Waste & DOT Training on MyStericycle.com teaches proper waste segregation and handling
 Red Bag Waste Segregation Posters are visual reminders for promoting proper waste segregation practices
 Custom Scheduled Service Frequencies to match your RMW volume spikes and service needs
 Flat Monthly Fee simplifies annual budgeting



HAZARDOUS DRUG DISPOSAL SERVICE (HDDS) BENEFITS

Flexible scheduling based on your HDDS pick-up needs
 Professional drivers with specialized training in transporting hazardous waste
 Hazardous waste manifests for all shipments as required by DOT
 Specially designed containers that meet state and federal regulations
 Guides, checklists and comprehensive waste segregation training reinforce proper handling procedures to ensure your team is knowledgeable about handling pharmaceuticals



Steri-Safe™ OSHA COMPLIANCE SOLUTIONS

Online Training Center streamlines training delivery, attendance tracking, and reporting. Modules include Quiz, Answer Key, and Certificate of Completion.

- Award-winning Bloodborne Pathogens Training: Provides employee education necessary to comply with OSHA's annual training requirement 1910.1030(g).
- Hazard Communication/GHS Awareness Training: Education on the revised 29 CFR 1910.1200 standard.

Safety Data Sheet Management: Online system, over 5 million safety data sheets and material safety data sheets.

Safety Meeting Library: Multi-media training covering 22+ infection control, risk reduction, and hazard communication topics.

Automated Safety Plan Builder: Makes it easy to complete 4 site and state-specific OSHA plans.

Workplace Posters & Labels: OSHA Labor, Hazard Communication Safety, RMW, Sharps and Waste Packaging Posters; workplace safety labels.

Ongoing Awareness, Regulatory Updates: *Safety Matters* e-Newsletter; unlimited access to live and recorded webinars.

10% Discount on Healthcare Products: Steri-Safe™ Compliance Solutions customers enjoy 10% savings on sharps containers, and the infection control and safety products we offer.

Annual On-Site Service includes BBP training and Mock-OSHA evaluation conducted by a Stericycle Occupational Safety Specialist (*Preferred Level only*)

NO FINE. NO FAIL.™ OSHA Guarantee: When you follow our program and recommendations, we ensure you'll be 100% compliant with Bloodborne Pathogens and medical waste management practices – or we'll pay your OSHA-related fines. (*Preferred Level only*)

MONTHLY SERVICE FEE (\$ PER MONTH): \$ 248.74

OSHA Program Level: **Steri-Safe OSHA**

*Additional Waste Services (Not available in all areas)

	CATEGORY	FREQUENCY (STOPS/YR)	\$/EA ADD'L STOP	MAX YEARLY CONTAINERS	\$/EA ADD'L CONTAINER
Payment Schedule: Monthly	RMW	13	\$75.00	26	current container rate plus 10% \$ 200.00 \$ 218.00
Contract Effective Date: 09/01/2016	Hazardous Drug Disposal*	1	\$700.00	4	
Any additional services or products selected by Customer shall be billed separately according to current Stericycle pricing.					

*Customer certifies that they will properly classify and segregate special waste streams and that they will not co-mingle those waste streams with any other.

By signing below I acknowledge that I am Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by the terms and conditions that appear on the following pages hereof and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.

CUSTOMER: X _____ PLEASE PRINT: _____ Title _____ Date: _____

STERICYCLE: X _____ PLEASE PRINT: Brian Harris Title HCS Specialist Date: 09/02/2016

Office Use Only: Code#:

Contract #: _____ SS code: 168.74 HIPAA code: _____ Rx code: 80.00 F/D code: _____ P/C code: _____

4010 Commercial Ave., Northbrook, IL 60062 • Phone (847) 943-6180 • F (866) 832-0968

TERMS AND CONDITIONS

Account/Site # NEW/NEW

1. Regulated Medical Waste Services (a) Stericycle, Inc. shall collect, transport, treat and dispose of all Regulated Medical Waste (except Non-Conforming Waste) generated by Customer during the term of this Agreement. (b) Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in Stericycle at the time it is loaded onto Stericycle's vehicle. Customer shall have title to Regulated Medical Waste at all prior times. Customer shall hold title to any Non-Conforming Waste at all times, whether refused for collection or returned to the customer for proper disposal after collection. All Regulated Medical Waste must be accompanied by a properly completed shipping document pursuant to 49 CFR 172.202 (Manifest). (c) Stericycle employees may refuse containers that are determined to be Non-Conforming Waste as identified in the Waste Acceptance Policy (WAP). Customer shall place only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other federal, state and local regulations. (d) Customer represents and warrants that i) the waste presented for disposal will not contain any "hazardous", "toxic", "radioactive" or Non-Conforming Wastes as defined by all applicable laws, regulations and the WAP, ii) the waste strictly conforms to Stericycle's WAP and their local laws and regulations concerning Regulated Medical Waste and iii) they have reviewed the attached WAP and its complete definitions and requirements. (e) Customer shall be liable for any and all injuries, losses and damages resulting from Non-Conforming Waste. (f) All lab wastes or materials which contain or have the potential to contain Infectious substances arising from those agents listed under 42 CFR 72.3 are strictly prohibited from medical waste by federal law and must be pretreated prior to disposal. (g) Further definitions are included under the current WAP, which is attached and made a part of this Agreement and specifically incorporated herein. Stericycle reserves the right to change the WAP at any time to ensure compliance with applicable laws or regulations. A copy of Stericycle's WAP may also be obtained from your local Stericycle representative.

2. Term and Pricing Subject to the provisions below, the term ("Term") of this Agreement shall be Twelve (12) months from the Effective Date. (a) This Agreement shall automatically renew for successive terms equal to the original Term (each an "Extension Term") unless either party has given sixty (60) days notice, in writing, during the six (6) month period prior to the renewal date of its desire to terminate this agreement. All Extension Terms shall be subject to the terms and conditions hereunder. (b) Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, residue disposal, or to otherwise address cost escalation. (c) In the event Customer terminates this Agreement prior to expiration of the term hereof (or any "Extension Term") or fails to perform any of its obligations under this Agreement, Stericycle shall have, without limitation, all rights and remedies provided at law or in equity, as well as the right to recover from Customer an amount (which the parties hereby acknowledge constitutes Stericycle's liquidated damages and not a penalty) equal to fifty percent of the Customer's average monthly charge multiplied by the number of months (including any partial months), remaining until the expiration date of the then current term hereof. (d) Stericycle shall have the right to terminate this Agreement at any time by giving Customer at least sixty (60) days notice in the event that it is unable to continue performing its obligations under this Agreement due to the suspension, revocation, cancellation or termination of any permit required to perform this Agreement or in the event that a change in any law or regulation makes it impractical or uneconomical, in Stericycle's sole discretion, to continue performing this Agreement.

3. Billing Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to Stericycle that are more than 30 days old, at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law. Customer shall bear any costs that Stericycle may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorneys' fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, Stericycle shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In addition to Stericycle's charges for services and products under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to such services or products. These taxes include all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but do not include any taxes on Stericycle's net income). Stericycle shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Stericycle in a timely manner. Notwithstanding any limit to adjust the contract price, Stericycle reserves the right to further adjust the amounts payable and due to Stericycle for fees including, but not limited to environmental protection, compliance, waste management, or safety. In the

event that Stericycle suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach (see 2(c), above), Stericycle may remove all containers belonging to it from Customer's premises and assess a \$50.00 pick up fee for such removal.

4. Surcharge Stericycle may also impose a surcharge in the event that Stericycle attempts to pick up waste at a Customer location (on either a scheduled pick-up or in response to a Customer request) and, through no fault of Stericycle, either (a) there is no Regulated Medical Waste for Stericycle to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed. Excess waste volumes significantly greater than average volume for similar generators or exceeding maximum allowable containers per year shall be subject to a surcharge of Customer's current container rate plus 10%, at Stericycle's discretion. Stericycle will impose this surcharge to deter abuses, including but not limited to, solid waste disposed in the medical waste stream, or Customer consolidation of the waste of several generators under one site. Stericycle may bill additional charges for each non-compliant container provided by Customer. Non-compliant containers subject to additional charges include, but are not limited to containers that are overweight under applicable laws, rules or regulations; those containers exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged.

5. Liability for Equipment Customer shall have the care, custody and control of containers and other equipment owned by Stericycle and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents except when it is being physically handled by employees of Stericycle. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner out of Customer's use, operation or possession of any containers and other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

6. Indemnification (a) Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold harmless Stericycle from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but not be limited to, failure to properly store, package, label, or segregate Regulated Medical Waste and any liabilities relating to Non-Conforming Waste, whether or not collected, transported or treated by Stericycle. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph. Customer agrees to pay Stericycle's reasonable attorney's fees incurred for any successful defense by Stericycle of a suit for indemnification brought against Stericycle by Customer. (b) Stericycle will indemnify and hold harmless any Customer who subscribes to a Preferred Program from any fine or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed only by the Preferred Program training and materials. Provided, however, that Stericycle's obligation to indemnify Customer under this sub-Paragraph (b) is contingent upon (1) Customer having followed or following each recommendation and instruction included in the Preferred Program (whether expressed verbally by employees or agents of Stericycle or as set forth in any written or electronic materials) and (2) Customer notifying Stericycle as soon as possible after it learns that it will be the subject of an OSHA inspection, and shall allow employees or agents of Stericycle to attend the inspection and to defend the Customer's blood-borne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under this sub-Paragraph (b) to Stericycle's satisfaction shall absolve Stericycle of its indemnification responsibilities under this sub-Paragraph (b). This sub-Paragraph (b) applies only to the Preferred Level Program.

7. Compliance Materials To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-commercial use. Stericycle may revoke this license at its discretion at any time. Customer may not copy or distribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any third party or audience, including but not limited to business/trade groups or associations, chambers of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges the prejudice that it causes to Stericycle by violating the foregoing terms as well as the difficulty in calculating economic damage

to Stericycle as a result thereof and therefore agrees to pay to Stericycle the sum of \$5000.00 for each such violation of those terms. Customer agrees to return all Compliance Materials to Stericycle at Customer's expense at the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term. FOR PREFERRED PROGRAM CUSTOMERS ONLY: Stericycle's OSHA Compliance Program includes: one annual on-site mock OSHA evaluation and one annual bloodborne pathogens training at a single Customer building for each site location where Regulated Medical Waste Services are provided.

8. **Compliance with Laws** Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and will furnish copies of these to Customer upon request. Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation and manifesting requirements. Customer acknowledges that Stericycle has advised Customer of the Regulated Medical Waste service frequency requirements within their state (if applicable), and Customer has determined its desired frequency independent of Stericycle's recommendation. Customer hereby agrees to indemnify and hold Stericycle harmless for any decisions around service frequency by Customer that do not comply with state regulations. Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

9. **Exclusivity** Customer agrees to use no other Regulated Medical Waste disposal service or method during the Term of this Agreement and any Extension Terms.

10. **Excuse of Performance** Stericycle shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or hereafter created).

11. **Independent Contractor** Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

12. **Amendment and Waiver** Changes in the types, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

13. **Savings Clause** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.

14. **Entire Agreement** This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 12) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle, which consent of Stericycle may not unreasonably withhold.

15. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.

16. **Notices** All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth above.

17. **Originals** A copy or facsimile of this Agreement shall be as effective as an original.

18. **Purchase Orders** Any terms or conditions contained in any Purchase Order, Purchase Order Agreement, or other invoice acknowledgment, Order by Customer or proposed at any time by Customer in any manner, which vary from, or conflict with the terms and conditions in the Stericycle Service Agreement are deemed to be material alterations and are objected to by Stericycle without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Stericycle unless expressly accepted in writing. If Customer's standard purchase order form is provided to Stericycle in connection with this Agreement, the terms and conditions for that Purchase Order will be superseded by the provisions of this Agreement and the use of the purchase order shall be only to facilitate Customer's payment of fees to Stericycle. Written acceptance or rejection by Stericycle of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.

19. **Waste Brokers** Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

HAZARDOUS DRUG DISPOSAL

1. Stericycle shall provide through its wholly owned subsidiary Stericycle Specialty Waste Solutions, Inc. Hazardous Drug Disposal Services for the site(s) and according to the timetables and pricing set forth in this Agreement.
2. Customer's Waste Profile(s), analytical testing, MSDS(s), reports of process generating waste, proposals and other information provided are hereby incorporated and Customer authorizes Stericycle to act as an authorized representative of Customer solely for the purpose of executing hazardous waste related regulatory documentation as may be required for each location serviced by Stericycle. Further, Stericycle is also authorized to perform hazardous waste determinations as required by 40 CFR 262.11 (and applicable State regulations) and to sign the waste characterization report documenting these determinations. Customer understands that all items to be transported are to be offered in accordance with the requirements of 49 CFR subparts 100-185 or Customer agrees to pay Overpack or added labor charges, as necessary, to conform to these requirements. Items offered for transportation must be free of Hazardous residue on external surfaces and be properly segregated to meet U.S. Department of Transportation requirements. All Terms and Conditions, except Item 1 below, shall survive this Agreement's termination.
3. Customer agrees that Stericycle shall have the option to utilize Subcontractors to provide the Supplies and services contemplated by this Agreement.
4. Customer will provide Stericycle with complete and accurate Profile Sheet(s), Waste Characterization Form(s) and/or other Waste Characterization Data to assure accurate Waste Characterizations. Customer shall tender to Stericycle only fully Conforming Waste and follow all applicable Laws in storing, handling, treating, segregating, labelling, securing, manifesting, and inspecting such Waste and in preparing and maintaining records relating to that Waste. Customer will provide Stericycle advance notice of any changes in the ingredients of, character of, substances contained in or processes involved in generating any Waste for which Services are performed, and Customer shall conduct a new Waste Characterization and provide Stericycle with revised Waste Characterization Data before tendering such Waste to Stericycle for Services. The parties agree Hazardous Drug Disposal Service shall not include collection, transportation, treatment or disposal of controlled substances listed under the Drug Enforcement Administration and Customer shall not provide such items as part of its waste for collection by Stericycle.
5. Customer shall pay or reimburse Stericycle for any and all expenses, fines, analytical fees, clean-up expenses, transportation fees, storage fees, disposal fees, and reasonable attorney fees incurred by Stericycle, Stericycle Subcontractor, or TSDF as a result of Customer's breach of any provision related to the Additional Services, including, but not limited to, Customer offering Waste that is not Conforming Waste, whether before, on or after the Initial Term or any successive term of this Agreement; to Stericycle, Stericycle's subcontractors, or TSDF.
6. Stericycle's performance of disposal services under this Agreement shall be contingent on the end disposal facility's approval of Customer's Conforming Waste. In addition, Stericycle shall be excused from performance of Services if equipment, transporters or facilities become unavailable to Stericycle for any reason, including but not limited to an act of God, war, terrorism, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw material, labor, containers, or transportation facilities, compliance with governmental requests, laws, regulations, orders or actions, revocation or modification of governmental permits or other required licenses or approvals, breakage or failure of machinery or apparatus, national defense requirements or any other event, including labor trouble, strike, lockout or injunction, that prevents the performance of the Services.
7. All collection pickups shall be based upon an on-call service frequency. Stericycle will not accept improperly identified or unidentified wastes. If the material is improperly identified or is not Conforming Waste, a \$300.00 rejection fee may apply if a return shipment to the Customer or Customer's designee is required. In the event, upon Customer request, Stericycle provides to Customer Hazardous Drug Disposal training a \$500 training fee shall apply. An emergency pickup fee shall be assessed for any immediate, non-scheduled service request by Customer.
8. **Title and Risk of Loss to Conforming Waste:** Title and Risk of Loss to Conforming Waste (excluding Waste that is land disposed or land applied) shall be vested in Stericycle at such a time as it is loaded onto vehicle(s) of Stericycle or Stericycle's Subcontractor(s) until such a time that Stericycle or Stericycle's Subcontractor(s) delivers said Conforming Waste to the TSDF(s), then Title and Risk of Loss shall transfer to TSDF(s). Stericycle warrants that Stericycle shall only deliver Customer's Waste to TSDF(s) with whom Stericycle has a written contractual relationship whereby Title and Risk of Loss for Conforming Waste transfers to the TSDF(s), upon delivery, of said Conforming Waste from Stericycle or Stericycle's Subcontractor(s), to the TSDF(s). **Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste"):** Title and Risk of Loss to Customer's Waste that is not Conforming Waste ("Non-Conforming Waste") shall remain with Customer, until the required steps have been taken to develop i.) an accurate Waste Profile, ii.) an accurate shipping manifest(s), and iii.) accurately labeled containers, to meet Federal, state and local laws and regulations. Once all discrepancies have been resolved, and the Customer's Non-Conforming Waste is rendered Conforming Waste, Title and Risk of Loss for said Waste shall be vested in Stericycle in accordance with the terms specified under **Title and Risk of Loss to Conforming Waste** above. Stericycle may, solely as an accommodation to Customer, and at the Customer's sole additional expense, assist in resolving said discrepancies and/or arrange for the proper handling, storage, and transportation of such Waste in accordance with applicable Federal, state and local laws and regulations, until such a time that the Non-Conforming Waste has been rendered Conforming Waste or has been returned to the Customer or Customer's designee. Stericycle shall exert reasonable care in the storage and handling of Customer's Non-Conforming Waste.
9. **Contractor** - Any vendor hired by Customer for purchase of goods and/or services. **Subcontractor** - A vendor hired by Stericycle to provide goods and/or services under this Agreement. **Waste** - A Customer's Hazardous or Non-Hazardous material or Universal Waste that is intended for disposal, treatment, recycling or reuse. **Hazardous** - A material that meets the Federal definition as described in 40 CFR Part 261.3 or any applicable state or local regulations. **Universal Waste** - A material that meets the Federal definition as described in 40 CFR Part 273 or any applicable state or local regulations. **Non-Hazardous** - A material that does not meet the definition of either Hazardous or Universal Waste. **TSDF** - Treatment, Storage, and Disposal Facilities for Hazardous Waste(s), Non-Hazardous Waste(s), Universal Waste(s) and other recyclable materials. **Waste Profile** - A detailed description of a Waste including its physical and chemical properties as required by rule and/or a TSDF. **Conforming Waste** - A Waste offered by Customer to Stericycle that matches the characteristics described by the customer prior to shipping the Waste. This description may include, but is not limited to, the applicable analytical results, Waste Profile(s), MSDS(s), Customer knowledge of Waste generating process, and/or Universal Waste specifications. **Overpack** - A process that includes packaging certain wastes in a larger container to meet Federal Department of Transportation (DOT) shipping and other safety requirements. **Incompatible** - A category of waste materials that must be segregated during handling, storage, transportation and disposal to eliminate potential chemical reactions as required by regulations and to protect public safety. **Compatible** - Waste materials that are not incompatible.

APPROVAL <i>slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MTG. DATE 9/20/2016
Reports & Recommendations	AN ORDINANCE TO ESTABLISH PLACEMENT OF STOP SIGNS ON S. NORTH CAPE ROAD AT ITS INTERSECTION WITH W. RAWSON AVENUE	ITEM NO. <i>6,12.</i>

BACKGROUND

The Franklin Common Council accepted jurisdictional transfer of S. North Cape Road on August 16, 2016. This intersection is currently a 2-way stop for east (Milwaukee County) and west (City) bound W. Rawson Avenue. The City has previously requested Milwaukee County to consider this intersection as a 4-way stop but the County has never been able to warrant the 4-way request.

ANALYSIS

Per Inspector Eric Schroeder with the Franklin Police Department:

The Police Department would recommend the placement of 4-way stop signs at the intersection of S. North Cape Road and W. Rawson Avenue.

The crash history here is as follows:

- *5 Personal Injury crashes from 9/2007-7/2015, upon reviewing these crashes the majority resulted in severe injuries and were caused by a vehicle failing to yield the right of way from a stop sign on Rawson Avenue.*
- *19 Property Damage crashes from 1/2007-12/2015, upon reviewing these crashes the majority were caused by a vehicle failing to yield the right of way from a stop sign on Rawson Avenue.*

S. North Cape Road currently is a newly resurfaced roadway with no interruptions for 1.3 miles between W. St. Martins Road and W. Forest Home Avenue (north) which has led to an increase of vehicles exceeding the posted speed limit. Although ongoing enforcement actions have been successful in curtailing speeding on this stretch of roadway the above recommendation would also assist these efforts.

Warranting a stop sign is found in the Manual of Uniform and Traffic control Devices (MUTCD) section 2B.07. Milwaukee County using their methods did not warrant a 4-way stop. Using the crash data supplied by Inspector Schroeder, 24 total accidents over 9 years = 2.7 crashes per year which is less than 5 per year required in the MUTCD. All of the other main guidance requirements do not appear to warrant a 4-way stop sign.

However using the Other Criteria in MUTCD section 2B.07-05 D. Staff believes that a 4-way stop is warranted at this intersection.

“D. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way stop control would improve traffic operational characteristics of the intersection.”

Both streets are indeed Residential Collector streets. W. Rawson Avenue transitions from a minor arterial to the east and a collector to the west of S. North Cape Road. S. North Cape Road is a major collector road.

Per the WisDOT interactive map with 2014 traffic counts in this vicinity, W. Rawson Avenue had 3,000 Average Daily Traffic (ADT) and S. North Cape had 2,900 ADT. Locations of counts are shown below.

The Board of Public Works at their meeting of September 13, 2016 considered this matter. Given the long standing City requests for these signs, the recommendation by the Police Department and logic to providing a stop for vehicle and pedestrian crossing of the relatively equal volumes of S. North Cape Road and W. Rawson Avenue the Board recommended placing stop signs on S. North Cape Road at W. Rawson Avenue.

As in the case with new stop signs, advance signage warning of a stop sign and flagging of the new signs will be installed.

OPTIONS

1. Recommend to Common Council converting this intersection to a 4-way stop configuration, being sure to give advance notice to addition of stop signs (recommended);
or
2. Recommend to Common Council leaving the intersection as-is.

FISCAL NOTE

Stop signs may be installed with current DPW budget.

RECOMMENDATION

Motion to adopt Ordinance 2016- _____ an Ordinance to establish placement of stop signs on S. North Cape Road at its intersection with W. Rawson Avenue.

CA/Ordinance Stop signs on North Cape Road at Rawson Avenue 2016



STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2016-_____

AN ORDINANCE TO ESTABLISH PLACEMENT OF STOP SIGNS ON S. NORTH CAPE ROAD
AT ITS INTERSECTION WITH W. RAWSON AVENUE

WHEREAS, the City over the years has requested of Milwaukee County the placement of stop signs on S. North Cape Road at W. Rawson Avenue, both County Trunk Highways; and

WHEREAS, the County did not find justification for the signs; and

WHEREAS, the City has received jurisdictional transfer of S. North Cape Road; and

WHEREAS, the long standing support for the stop signs remains; and

WHEREAS, the Board of Public Works has recommended that stop signs be placed on S. North Cape Road at its intersection with W. Rawson Avenue.

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

SECTION I. Section 245-3.B. of the Municipal Code is hereby amended to add the following:

“245-3.B. All vehicles traveling north and south on S. North Cape Road shall stop at the intersection with W. Rawson Avenue.

SECTION II. This Ordinance shall become effective upon its passage and publication as required by law.

SECTION III. All ordinances or parts of ordinances in contravention to this Ordinance are hereby repealed.

Introduced at a regular meeting of the Common Council of the City of Franklin on the _____ day of _____, 2016, by Alderman _____.

Passed and adopted by the Common Council on the _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

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