

**CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY, AUGUST 4, 2015  
AT 6:30 P.M.**

- A. Call to Order and Roll Call.
- B.
  - 1. Citizen Comment Period.
  - 2. Mayoral Announcements:  
Letter from State of Wisconsin Department of Health certifying health department as a Level II.
- C. Approval of Minutes:  
July 21, 2015 Common Council Meeting.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
  - 1. Consent Agenda:
    - (a) Establish 2015 Trick or Treat.
    - (b) 2015 National Night Out Donation from Community Advocates, Inc., in the amount of \$150.00 and a donation from Parallel Employment Group in the amount of \$100.00.
    - (c) Donation from David Coleman to the Police Department in the amount of \$1,500 to be put toward the K-9 Unit and used as the department deems appropriate.
    - (d) Donation of \$150 from the Franklin Lioness Club to Health Department.
  - 2. Kayla's Krew Playground Update.
  - 3. A Donation of Liberty Swing and Two Stainless Steel Slides from Kayla's Krew and Authority to Accept Future Donations from Kayla's Krew for Kayla's Playground.
  - 4. A Resolution Authorizing Certain Officials to Execute a Development Agreement for Victory of the Lamb Church Located at 11120 West Loomis Road.
  - 5. A Final Resolution Directing Installation of Payment and Levy of Special Assessment for Installation of Water main on S. 35<sup>th</sup> Street from the South Line of Yorkshire Grove Subdivision South 140 feet fronting 8818 South 35<sup>th</sup> Street.
  - 6. A Final Resolution Directing Installation of, Payment and Levy of Special Assessment for Installation of Water Main on West Crest Court from South 35<sup>th</sup> Street to South 36<sup>th</sup> Street.
  - 7. A Resolution to Award contract for the 2015 Paving Bike and Hiking Trail to Black Diamond Group, Inc., and other Status of Christine Rathke Trail and Southbrook Trail.
  - 8. A Request from the Parks Commission for the Common Council to Pursue Development of Planned Mini Park No. 5 (PM5) on Outlot 4, Fairways of Franklin Addition No. 1 Subdivision (9660 South 35<sup>th</sup> Street).
  - 9. Report on Spending for Future Development Areas with Details Requested at the July 21, 2015 Common Council meeting.

10. Award of Proposal to Demolish House and Garage Located at 8143 South 34<sup>th</sup> Street.
11. Job Description for the Position of Project Engineer.
12. Amending the Authorized Positions for Engineering and Public Works Administration and Eliminating One Engineering Technician and Authorizing One Project Engineer Position.
13. Agreement for Engineering Services for the Franklin Senior Meal Program Site Kitchen Area Roof Venting 2015 CDBG Project.
14. AT&T Cell Contract for Locating on Water Tower at 8901 West Drexel Avenue.
15. An Ordinance to Amend Ordinance 2014-2152, An Ordinance Adopting the 2015 Annual Budgets for the General and Capital Improvement Funds for the City of Franklin for Fiscal Year 2015, to Provide Resources and Appropriations for Emergency Bridge Repairs.
16. Resolution for Professional Services Related to West Saint Martins Road-Tess Corners Creek Culvert Replacement.
17. An Ordinance to Amend Ordinance 2014-2152 (An Ordinance Adopting the 2015 Annual Budgets and Establishing the Tax Levy and Other Revenue for the City of Franklin) to Modify the 2015 General Fund Information Services Department Budget by Reducing the "Personal Services" Appropriation by \$30,300 and Increasing the "Other Services, Supplies, Etc." Appropriation by \$30,300 for the Purpose of Expanding the Services Purchased Under the Contract for Information Technology Services with Heartland Business Systems.
18. Matter of relocation of school district boundaries to be coterminous with City boundary process.
19. June 2015 Monthly Financial Report.
20. Establish a Recall Election Date in the Fourth Aldermanic District on September 8, 2015.

H. Licenses and Permits.  
Miscellaneous Licenses.

I. Bills.  
Vouchers and Payroll approval.

J. Adjournment.

REMINDERS:

August 6	Plan Commission	7:00 p.m.
August 18	Common Council	6:30 p.m.
August 20	Plan Commission	7:00 p.m.

\*Supporting documentation and details of these agenda items are available at City Hall during normal business hours.  
[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

B.2.

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET  
P O BOX 2659  
MADISON WI 53701-2659



State of Wisconsin

Department of Health Services

Scott Walker  
Governor

Kitty Rhoades  
Secretary

608-266-1251  
FAX: 608-267-2832  
TTY: 888-701-1253  
dhs.wisconsin.gov

July 24, 2015

Dr. Henry Wengelewski  
3643 West Sharon Lane  
Franklin, Wisconsin 53132

Dear Dr. Wengelewski:

The Department of Health Services (DHS) congratulates the City of Franklin Health Department for demonstrating the infrastructure and program capacity to be certified as a Level II Health Department. As authorized by state statute and defined in Administrative Rule DHS Chapter 140.07, the department shall direct a process to determine compliance with state statutes and establish the level of services being provided. The City of Franklin Health Department presented to DHS evidence of providing seven programs or services which address at least five focus areas identified in the state health plan: *Healthiest Wisconsin 2020: Everyone Living Better, Longer*. Formulas used by DHS to distribute grant funds provide for additional funds to Level II Health Departments.

I am happy to report the City of Franklin Health Department provided all services required by statute and rule. Tools used by DHS to gather evidence of statute and rule compliance and identify strengths of the health department are available from your local health officer or Division of Public Health (DPH) Regional Director.

I want to acknowledge the work of the City of Franklin Health Department staff. William Wucherer, health officer, did an excellent job of providing quality evidence of meeting statutes and rules. I also appreciate the support of the City of Franklin County Board of Health for maintaining a strong public health department. I am sure that with ongoing support, the City of Franklin County Health Department will continue to protect and promote the health of the people in your jurisdiction.

Sincerely,

Karen McKeown, RN, MSN  
State Health Officer and Administrator

- cc: William Wucherer, City of Franklin Health Officer
- Steve Olson, City of Franklin Mayor
- Angela Nimsgern, DPH Interim Southeastern Regional Director
- David Pluymers, DPH Southern Regional Director
- Eloise Russ, DPH Southeastern Regional Office Manager

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- E.4. Alderman Schmidt moved to confirm the District 5 Aldermanic appointment of Fred Knueppel, 5659 W. Cascade Dr. (Ald. Dist. 5), 3-year term to the Quarry Monitoring Committee, expiring 5/31/2018. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.
- KAYLA'S  
PLAYGROUND STATUS
- G.1. Kayla's Playground status report from the City Engineer was placed on file.
- RES 2015-7111  
AWARDING CONTRACT  
TO AMERICAN SAFETY  
SURFACE LLC/MJD'S  
PROPERTY SOLUTIONS
- G.2. Alderwoman Evans moved to adopt Resolution No. 2015-7111, A RESOLUTION AWARDING CONTRACT TO THE LOW BIDDER, AMERICAN SAFETY SURFACE LLC/MJD'S PROPERTY SOLUTIONS IN THE AMOUNT OF \$109,954.75, FOR THE KAYLA'S PLAYGROUND AT FRANKLIN WOODS PARK (3723 W. PUETZ ROAD). Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- RES. 2015-7112  
AWARDING CONTRACT  
TO WILLKOMM  
EXCAVATING &  
GRADING, INC.
- G.3. Alderwoman S. Mayer vacated her seat at 7:29 p.m. Alderwoman Evans moved to adopt Resolution 2015-7112, A RESOLUTION AWARDING CONTRACT TO THE LOW BIDDER, WILLKOMM EXCAVATING & GRADING, INC. IN THE AMOUNT OF \$406,745.00 FOR THE SITE IMPROVEMENTS FOR KAYLA'S PLAYGROUND AT FRANKLIN WOODS PARK (3723 W. PUETZ ROAD). Seconded by Alderman Dandrea. All voted Aye; motion carried.
- RES. 2015-7113  
RESCINDING PREVIOUS  
RESOLUTION 2015-7107
- G.4.(a) Alderwoman Evans moved to waive all bidding irregularities and adopt Resolution No. 2015-7113, A RESOLUTION RESCINDING PREVIOUS COMMON COUNCIL ACTION RESOLUTION 2015-7107. A RESOLUTION AWARDING CONTRACT TO THE LOW BIDDER, THE HOME DEPOT IN THE AMOUNT OF \$4,403.81, FOR THE MATERIALS AND TOOLS FOR KAYLA'S PLAYGROUND AT FRANKLIN WOODS PARK. Seconded by Alderman Dandrea. All voted Aye; motion carried.  
Alderwoman S. Mayer returned to her seat at 7:35 p.m.
- RES. 2015-7114  
RESCINDING PREVIOUS  
RESOLUTION 2015-7108
- G.4.(b) Alderwoman Evans moved to waive all bidding irregularities and adopt Resolution No. 2015-7114, A RESOLUTION RESCINDING PREVIOUS COMMON COUNCIL ACTION RESOLUTION 2015-7108 AWARDING CONTRACT TO THE LOW BIDDER, N.E.W. PLASTICS CORP. IN THE AMOUNT OF \$22,846.08, FOR THE MATERIALS AND TOOLS FOR KAYLA'S PLAYGROUND AT FRANKLIN WOODS PARK. Seconded by Alderman Dandrea. Upon voice vote, four Ayes; one Abstention (Alderwoman S. Mayer). Motion carried.

- RES. 2015-7115  
AWARDING CONTRACT  
TO THE HOME DEPOT
- G.4.(c) Alderman Dandrea moved to waive all bidding irregularities and adopt Resolution No. 2015-7115, A RESOLUTION AWARDING CONTRACT TO THE LOW BIDDER, THE HOME DEPOT, IN THE AMOUNT OF \$39,903.95, FOR THE MATERIALS AND TOOLS FOR KAYLA'S PLAYGROUND AT FRANKLIN WOODS PARK. Seconded by Alderman D. Mayer. Upon voice vote, four Ayes; one Abstention (Alderwoman S. Mayer). Motion carried.
- RES. 2015-7116  
CHANGE ORDER TO  
N.E.W. PLASTICS CORP.
- G.4.(e) Alderwoman Evans moved to waive all bidding irregularities and adopt Resolution No. 2015-7116, A RESOLUTION AUTHORIZING STAFF TO EXECUTE CHANGE ORDER NO. 1 TO N.E.W. PLASTICS CORP. IN THE AMOUNT OF \$8,715.96. Seconded by Alderman D. Mayer. Upon voice vote, four Ayes; one Abstention (Alderwoman S. Mayer). Motion carried.
- RES. 2015-7117  
AWARDING CONTRACT  
TO N.E.W. PLASTICS  
CORP.
- G.4.(d) Alderman Dandrea moved to waive all bidding irregularities and adopt Resolution No. 2015-7117, A RESOLUTION AWARDING CONTRACT TO THE LOW BIDDER, N.E.W. PLASTICS CORP. IN THE AMOUNT OF \$123,388.94, FOR THE MATERIALS AND TOOLS FOR KAYLA'S PLAYGROUND AT FRANKLIN WOODS PARK. Seconded by Alderwoman Evans. Upon voice vote, four Ayes; one Abstention (Alderwoman S. Mayer). Motion carried.
- FUNDRAISING PROJECT  
FOR KAYLA'S  
PLAYGROUND
- G.5. Alderwoman S. Mayer moved to authorize City staff to take over and continue the fundraising project effective September 1, 2015, consistent with the program as generally outlined; to accept donations received by the City and to account for those donations in a manner as determined by the Director of Finance; and to authorize City staff and the Parks Commission to propose to the Common Council appropriate uses for said donations from time to time. Seconded by Alderwoman Evans. All voted Aye; motion carried
- CITY OF FRANKLIN  
EMPLOYEES  
VOLUNTEERING AT  
KAYLA'S  
PLAYGROUND BUILD
- G.6. Alderman D. Mayer moved to approve that the Common Council encourages employees to consider volunteering during the Kayla's Playground Build and authorizes supervisors, department heads, and the Director of Administration to approve, subject to appropriate operational demands, employee requests for use of available leave for the purpose of said volunteering. Seconded by Alderman Schmidt. All voted Aye; motion carried.

- FRANKLIN SENIOR CITIZENS TRAVEL PROGRAM      G.9.      Alderman Schmidt moved to place on file the Franklin Senior Citizen Travel Program Semi-Annual Update for 2015 and commends Shirley Bird for her diligence and continued service. Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- FRANKLIN SENIOR CITIZENS, INC. PROGRAM UPDATE      G.10.      Alderman D. Mayer moved to place on file the Franklin Senior Citizens, Inc. Program Semi-Annual Update for 2015. Seconded by Alderman Schmidt. All voted Aye; motion carried.  
Alderman Dandrea moved to suspend regular order of business to allow LeRoy Lewandowski to speak. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.  
Alderman D. Mayer moved to return to the regular order of business. Seconded by Alderman Dandrea. All voted Aye; motion carried.  
Alderman D. Mayer moved to suspend regular order of business to allow Casper Green to speak. Seconded by Alderman Schmidt. All voted Aye; motion carried.  
Alderman D. Mayer moved to return to regular order of business. Seconded by Alderman Schmidt. All voted Aye; motion carried.  
Alderman Dandrea moved to place on file a report filed by LeRoy Lewandowski. Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.
- STANDARDS, FINDINGS AND DECISION PLEASANT VIEW ELEMENTARY SCHOOL      G.17.      Alderman D. Mayer moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Franklin Public Schools for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance (for Pleasant View Elementary basketball court addition/relocation). Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.
- RES. 2015-7118 AWARDING CONTRACT TO JSD PROFESSIONAL SERVICE INC.      G.7.      Alderman D. Mayer moved to adopt Resolution No. 2015-7118, A RESOLUTION AWARDING A TIME AND MATERIALS NOT-TO-EXCEED PROFESSIONAL SERVICES CONTRACT TO JSD PROFESSIONAL SERVICES, INC. IN THE AMOUNT OF \$13,010.00, FOR THE DESIGN OF SOUTHBROOK TRAIL, subject to review by the City Attorney for inclusion of potential standard City terms, and further to refer this trail to the Park Commission for recommendation for naming the trail. Seconded by Alderwoman Evans. All voted Aye; motion carried.

RES. 2015-7119  
CONTRACT TO  
CROWLEY CONST.  
CORP.

G.8. Alderman Schmidt moved to adopt Resolution No. 2015-7119, A RESOLUTION AWARDDING CONTRACT TO THE LOWEST BIDDER FOR THE 2015 PAVEMENT MARKING PROGRAM IN THE CITY OF FRANKLIN. Seconded by Alderman Dandrea. All voted Aye; motion carried.

DONATIONS

G.11.(a) Alderman Mayer moved to approve acceptance with gratitude the following donations:  
For the 2015 National Night Out: \$100.00 from Academy of Performing Arts; \$100.00 from Connect Cell Incorporated; \$2,000.00 from Northwestern Mutual; and \$100.00 from Walgreens;

G.11.(b) \$150.00 from the Franklin Lioness Club for the Franklin Police Department;

G.11.(c) \$150.00 from the Franklin Lioness Club for the Franklin Fire Department;  
Seconded by Alderwoman S. Mayer. All voted Aye; motion carried.

RELOCATION OF  
SCHOOL DISTRICT  
BOUNDARIES

G.12. Alderman D. Mayer moved to refer to the August 4, 2015 Common Council meeting a letter from Assistant City Attorney Siely N. Joshi regarding an investigation into the procedure for moving the boundary of the Franklin School District to South 27th Street. Seconded by Alderwoman S. Mayer. On roll call, Alderman D. Mayer, Alderman Schmidt and Alderwoman S. Mayer voted Aye; Alderman Dandrea and Alderwoman Evans voted No. Motion carried.

WATER MAIN  
AGREEMENT  
8818 S. 35TH ST.

G.13. Alderwoman Evans moved to activate the terms of a Water Main Connection Agreement from property owner at 8818 S. 35th Street. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

ORD. 2015-2181  
AMEND UDO FOR  
PERMITTED USE  
(KRONES, INC.,  
APPLICANT)

G.14. Alderman Dandrea moved to adopt Ordinance No. 2015-2181, AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE TEXT AT TABLE 15-3.0603 STANDARD INDUSTRIAL CLASSIFICATION TITLE NO. 3565 "PACKAGING MACHINERY" TO ALLOW FOR SUCH USE AS A PERMITTED USE IN THE M-1 LIMITED INDUSTRIAL DISTRICT (KRONES, INC., APPLICANT). Seconded by Alderman Schmidt. All voted Aye; motion carried.

RES. 2015-7120  
APPROVING A 2 LOT  
CSM (HORIZON  
RESOURCE GROUP LLC,

G.15. Alderman Dandrea moved to adopt Resolution No. 2015-7120, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF THE

APPLICANT)

SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (HORIZON RESOURCE GROUP LLC, APPLICANT)(APPROXIMATELY 9150 SOUTH 80TH STREET). Seconded by Alderman D. Mayer. All voted Aye; motion carried.

RES. 2015-7121  
CONSERVATION  
EASEMENT AT 9150 S.  
80TH STREET (HORIZON  
GROUP, LLC, OWNER)

G.16. Alderman Dandrea moved to adopt Resolution No. 2015-7121, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A CERTIFIED SURVEY MAP FOR PROPERTY LOCATED AT APPROXIMATELY 9150 SOUTH 80TH STREET (HORIZON RESOURCE GROUP LLC, OWNER), subject to review and approval by the Department of City Development and technical corrections by the City Attorney. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

RES. 2015-7122  
SPECIAL USE 7170 S.  
76TH ST. (LAQUEESHA  
R. BLOCKTON,  
APPLICANT)

G.18. Alderman Schmidt moved to adopt Resolution No. 2015-7122, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A CHILDREN'S RESALE SHOP USE UPON PROPERTY LOCATED AT 7170 SOUTH 76TH STREET [LAQUEESHA R. BLOCKTON, D/B/A BLOCKTON'S KIDDIE RESALE SHOP (TO BE INCORPORATED), APPLICANT]. Seconded by Alderman D. Mayer. On roll call, Alderman Schmidt, Alderwoman Evans, Alderman D. Mayer and Alderman Dandrea voted Aye; Alderwoman S. Mayer voted No. Motion carried.

LETTER OF CREDIT  
FORESTHILL  
HIGHLANDS

G.19. Alderman D. Mayer moved to release the Letter of Credit No. DC110498, for the Foresthill Highlands Subdivision located at West Highland Park Avenue south of West Forest Hill Avenue. Seconded by Alderman Dandrea. All voted Aye; motion carried.

CHANGE ORDER AND  
PROFESSIONAL  
SERVICES AGREEMENT  
(5550 W. AIRWAYS  
AVE.)

G.20. Alderwoman S. Mayer moved to authorize the Mayor, City Clerk and City Treasurer to execute a Contractor Change Order with Miron Construction in the amount of \$82,239.44 and also execute a Professional Services Amendment with GRAEF in the amount of \$51,750.00 for construction of the Franklin Water and Wastewater Operations and Maintenance Facility (5550 W Airways Avenue). Seconded by Alderman Schmidt. All voted Aye; motion carried.

RELOCATION OF WE  
ENERGIES ELECTRIC  
AND GAS SERVICES

G.21. Alderman D. Mayer moved to authorize City officials to execute Application for Relocation of WE Energies Electric and Gas Services Serving Verizon Wireless at 5550 W. Airways Avenue.

Seconded by Alderman Schmidt. All voted Aye; motion carried.

- CDBG REVISION FOR W. COLLEGE AVENUE SIDEWALK G.22. Alderman Dandrea moved to approve the revised 2016 Milwaukee County Community Development Block Grant application cost estimate to \$340,000 for the West College Avenue Sidewalk Construction Project. Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- REPORT ON SPENDING FOR FUTURE DEVELOPMENT AREAS G.23. Alderwoman S. Mayer moved to direct staff to contact contractors and consultants for status reports on projects (tasks) of work under contract in the areas with the City in the works already completed and not started yet, what phase in each project and how much percent they are complete, how much each project cost, what has been invoiced to date and how much has been paid for already, if project needs more money to complete and amount, if the project has not been started then staff is to notify them to hold off until meeting of August 4, 2015, with staff to supply the Common Council with any additional relevant information. Seconded by Alderman D. Mayer. Alderwoman S. Mayer moved to call the question. Seconded by Alderman D. Mayer. All voted Aye; motion carried. On roll call for the main motion, Alderman D. Mayer, Alderman Schmidt and Alderwoman S. Mayer voted Aye; Alderman Dandrea and Alderwoman Evans voted No. Motion carried.
- MONTHLY FINANCIAL REPORT G.24. Alderwoman S. Mayer moved to place on file the May 2015 Monthly Financial Report. Seconded by Alderwoman Evans. All voted Aye; motion carried.
- AGREEMENT WITH ELECTION SYSTEMS & SOFTWARE, LLC G.25. Alderman D. Mayer moved to authorize City Officials to execute an Agreement with Election Systems & Software, LLC for the Model DS200 Digital Image Scanner, subject to review by the City Attorney and with funds to be taken from the 2015 Capital Budget as previously approved. Seconded by Alderman Schmidt. All voted Aye; motion carried.
- HEALTH INSURANCE BROKER SERVICES G.26. Alderman D. Mayer moved to terminate the requirement to bid insurance broker services during 2015 and to direct the Director of Administration to provide a status update during the first quarter of 2016 as to the health insurance market place and the potential for bidding out the broker services. Seconded by Alderwoman Evans. All voted Aye; motion carried.
- LICENSES AND PERMITS H.1. Alderman Dandrea moved to approve the following:  
Grant 2015-2016 Reserve Class B Combination License to

Eknoor Enterprises LLC, Agent Surjit Singh, and approve a grant in the amount of \$9,500;

Hold 2015-2016 Operator License application to Samantha Jaskie, 7515 Mission Hill Ct., Franklin, pending applicant to contact City Clerk;

Hold for appearance the applications for 2015-2016 Operator License to Kayla Gordon, 1808 Carroll Ct., South Milwaukee; Jason Orlando, 8161 S. 76<sup>th</sup> St., Franklin; and Debra Wilson, W192 S6391 Regency Ct. #3, Muskego;

Grant 2015-2016 Operator License to Audra Bauman, 9019 Prairie Crossing Dr., Franksville, with a warning letter from the City Clerk; Cassandra Windt, 6029 S. Robert Ave., Cudahy; Roger Burczyk Jr., 9529 Caddy Ln., Caledonia; Marla Cherti, 3547 S. 85th St., Milwaukee; Ekrem Dilaveri, 4360 W. Victory Creek Dr., Franklin; Teki Dilaveri, 4338 W. Victory Creek Dr., Franklin; Cheri Gaedtke, 8037 W. High St., Franklin; Amber Helm, 11401 Parkview Lane, Hales Corners; Ivan Jakircevic, 3766 N. 77th St., Milwaukee; Ellen Jensen, 2415 W. Hilltop Ln., Oak Creek; Amanda Julian, 5223 Millshire Rd., Greendale; Sheila Kosanke, 6561 N. 58th St., Milwaukee; Kerri McCracken, 3025 E. Somers Ave., Cudahy; Tiffany Plowman, 6559 S. Whitnall Edge Rd., Franklin; Jazmine Santarius, 5475 Root River Dr., Greendale; Molly Saskowski, S80 W16536 Pellman Ln., Muskego; Jeffrey Terp, 26430 Grace Dr., Wind Lake; Balbir Toor, 3840 Jerelin Dr., Franklin;

Review Police Incident Reports from July 2014 through June 2015 for Class A and Class B Establishments and no action needed.

Seconded by Alderwoman Evans. All voted Aye; motion carried.

VOUCHERS AND  
PAYROLL

- I.1. Alderwoman Evans moved to approve net general checking account City vouchers in the range of Nos. 157111 through 157292 in the amount of \$860,189.25 dated July 3, 2015 through July 16, 2015. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to approve net payroll dated July 10, 2015 in the amount of \$359,550.13 and payments of the various payroll deductions in the amount of \$204,747.35 plus any City matching payments where required. Seconded by Alderwoman S. Mayer. On roll call, all voted Aye; motion carried.

Aldерwoman S. Mayer moved to approve net payroll dated July 24, 2015 estimated at \$349,000.00 and payments of the various payroll deductions estimated at \$363,000.00 plus any City matching payments where required. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

Aldерwoman Evans moved to approve property tax refunds and property tax settlements Nos. 14882 through Nos. 14883 in the amount of \$455.78 dated July 3, 2015 through July 16, 2015. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Aldерwoman Evans moved to approve payment to N.E.W. Plastics, Inc for Kayla' Krew materials upon confirmation of delivery by Engineering Department. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Aldерwoman Evans moved to adjourn the meeting at 10:40 p.m. Seconded by Alderman Dandrea. All voted Aye; motion carried.

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>08/04/2015</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Establish 2015 Trick or Treat Saturday, October 31, 2015 from 4-7 p.m.</b>	<b>ITEM NUMBER</b> <i>G.l.a.</i>

The Council may wish to establish the 2015 Trick or Treat observance at this time for notification.

In 2014, Trick or Treat was held on Sunday, October 26 from 4-7 p.m.

**COUNCIL ACTION REQUESTED**

Motion to establish Saturday, October 31, 2015 from 4-7 p.m. as the date and time for the Halloween Trick-or-Treat observance in the City of Franklin.

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>08/04/15</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>2015 NATIONAL NIGHT OUT DONATIONS</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.I.B.</i></p>

The City of Franklin Police Department has received donations from the following businesses to be put toward the purchase of materials and supplies for the 2015 National Night Out Event to be held on August 3.

Community Advocates Inc.	\$150.00
Parallel Employment Group	\$100.00

**COUNCIL ACTION REQUESTED**

Motion to approve acceptance of these donations for deposit into the Crime Prevention Donation Account.

<p><b>APPROVAL</b></p> <p><i>Slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>08/04/15</b></p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>Police Department Donation</b></p> <p><b>David &amp; Jennifer Coleman</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.I.C.</i></p>

The City of Franklin Police Department has received a donation from Mr. David Coleman in the amount of \$1500.00 to be put toward the K-9 Unit and used as the department deems appropriate.

**COUNCIL ACTION REQUESTED**

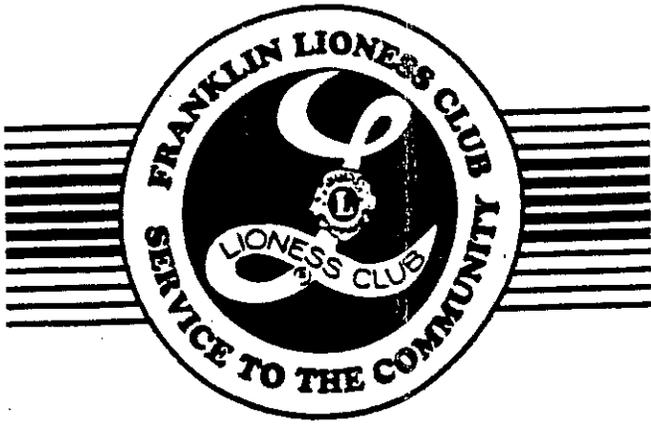
Motion to approve the acceptance of this donation for deposit into the Police Canine Donation Account.

<p><b>APPROVAL</b></p> <p><i>slw</i></p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>August 4, 2015</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>\$150 Donation from the Franklin Lioness Club</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.I.D.</i></p>

The Health Officer requests to accept the \$150.00 donation from the Franklin Lioness Club.

**COUNCIL ACTION REQUESTED**

A motion to accept the \$150.00 donation.



City of Franklin Health Dept.

July 2015

Attn: Health Services Director

9229 West Loomis Rd.

Franklin, WI 53132

To Whom It May Concern:

It is with a sense of pride that the Franklin Lioness Club makes a donation of \$150.00 to the Franklin Health Dept. Please accept this donation, and use it toward any of the fine programs that you provide for the needy children in our community.

Franklin Lioness Club is proud to serve others and proud of organizations that serve the community as yours does. We wish you continued success in providing for those in need.

If there is any correspondence to be sent, please send it to Lioness President Gloria Grabraczyk, 7467 S. 69 St. Franklin, WI 53132.

Sincerely,

Franklin Lioness Club Treasurer

*Ls. Maxine Eddy*  
Ls. Maxine Eddy

11077 W. Forest Home Ave. #224

Hales Corners, WI 53130

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/2015
REPORTS & RECOMMENDATIONS	KAYLA'S PLAYGROUND STATUS 08/04/2015	ITEM NUMBER <i>G. 2.</i>

**STATUS**

Since 07/21/2015 Common Council Meeting, design at Franklin Woods has progressed.

Material bids contracts to Home Depot, Darquest, and NEW Plastics are being executed. Delivery of materials are expected on-time and before the build.

Site work bid was awarded. Pre-build meeting was held on Friday, July 31. Staff is reviewing shop drawings.

Play Surface bid was awarded. Staff is working to schedule the design meeting with Kayla's Krew.

Plan Commission approved 24/7 security at the site during the community build.

DPW started excavation the week of July 27. First items involve the parking and removal of the locust trees.

Groundbreaking ceremony went well on July 23.

Kayla's Krew is open to the Common Council's input on additional businesses who would be interested in getting involved with the volunteer build. Currently they are seeking an individual to assist Kayla's Krew in incorporating the history of Franklin into Kayla's Playground.

Engineering asked GRAEF to perform some additional work needed to move the project within the needed time frame due to Local Road paving schedule and commitments. Modification to their agreement will be discussed at future Common Council meeting.

**Upcoming Schedule**

- August DPW and Contractor to perform preliminary sitework
- Sept 2-4 Pre-Build
- Sept 22-27 Community Build
- 9/28 – 10-9 Play surface construction
- 10/09 Ribbon Cutting
- End of Oct. Restroom installation
- ?? Completion of asphalt, concrete, and pavers.

Per request of Common council on July 27, Staff has revamped the budget. The attached page shows the current known and expected expenses with allocation for City Payment or payment from Kayla's Krew (Penfield). The current known project (City + Kayla) budget considering grants and fundraising is \$1,017,269. The current contingency available below the \$1.2 M is \$95,867. In other words, if we used 100% of the contingency, we would be \$86,862 under budget.

**RECOMMENDATIONS**

None Needed

## Kayla's Playground at Franklin Woods Current Budget

30-Jul-15

	<u>City Expenses</u>	<u>Kayla's Krew</u>	<u>Total</u>
<b><u>Events / Fundraising</u></b>			
Event Insurance	\$ -	\$ 365.00	\$ 365.00
Fundraising Expenses	\$ -	\$ 21,988.58	\$ 21,988.58
The Scan Group (stationary fundraiser)	\$ -	\$ 1,490.00	\$ 1,490.00
Credit Card fees (Penfield Online Donations)	\$ -	\$ 176.62	\$ 176.62
<b><u>Equipment</u></b>			
Equipment Insurance		\$ 60.00	\$ 60.00
Equipment- Liberty Swing		\$ 16,500.00	\$ 16,500.00
Factory Direct Equipment- merry go round, metal misc pieces, rock climbing wall		\$ 29,953.25	\$ 29,953.25
Factory Direct Equipment- Slides		\$ 31,258.00	\$ 31,258.00
Factory Direct Equipment- swings, slides, platforms		\$ 26,700.00	\$ 26,700.00
*Equipment Shipping Cost		\$ 2,670.00	\$ 2,670.00
*Factory Direct Eequipment- Expression Swing		\$ 2,286.03	\$ 2,286.03
<b><u>Materials</u></b>			
Sawhorse Supplies		\$ 192.51	\$ 192.51
*Picket Supplies		\$ 14,100.00	\$ 14,100.00
*Darquest Materials	\$ 4,864.00		\$ 4,864.00
*Darquest Direct Purchase		\$ 5,190.40	\$ 5,190.40
*Home Depot Remaining	\$ 39,903.95		\$ 39,903.95
*Home Depot Direct Purchase	\$ 5,000.00		\$ 5,000.00
*NEW Plastics Remaining	\$ 132,104.90		\$ 132,104.90
*Sign	\$ 2,000.00		\$ 2,000.00
*DPW Concrete Walk	\$ 500.00		\$ 500.00
*Aggregate	\$ 15,000.00		\$ 15,000.00
*landscapping	\$ 10,000.00		\$ 10,000.00
<b><u>Construction</u></b>			
Electric Service	\$ 6,096.63		\$ 6,096.63
HuffCutt Restroom	\$ 150,300.00		\$ 150,300.00
*HuffCutt Restroom Remaining	\$ 38,325.00		\$ 38,325.00
*Willkomm Sanitary	\$ 71,404.00		\$ 71,404.00
*Willkomm Water	\$ 123,266.00		\$ 123,266.00
*Willkomm Concrete Curbing and Sidewalk	\$ 53,300.00		\$ 53,300.00
*Willkomm Asphalt	\$ 42,575.00		\$ 42,575.00
*Willkomm Pavers	\$ 48,000.00		\$ 48,000.00
*Willkomm Erosion and Traffic	\$ 8,700.00		\$ 8,700.00
*Willkomm Restroom Foundation	\$ 44,500.00		\$ 44,500.00
*Willkomm Electric Work	\$ 15,000.00		\$ 15,000.00
*American Safety / MJD Surface	\$ 109,994.75		\$ 109,994.75
*DPW Salaries	\$ 60,000.00		\$ 60,000.00
*Crane	\$ 2,000.00		\$ 2,000.00
*Water Impact Fees and Hook Up	\$ 2,669.00		\$ 2,669.00
Relocate Existing Play Equipment	\$ 2,000.00		\$ 2,000.00



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<p><b>APPROVAL</b></p> <p><i>Slw</i> </p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p>8/04/2015</p>
<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>Donation of Liberty Swing and Two Stainless Steel Slides from Kayla's Krew and Authority to Accept Future Donations from Kayla's Krew for Kayla's Playground</b></p>	<p><b>ITEM NUMBER</b></p> <p>G.3</p>

As per the attached letter, Kayla's Krew has offered to the City as a charitable donation a Liberty Swing and two stainless steel slides for installation at Kayla's Playground at Franklin Woods Nature Center. These pieces of equipment are anticipated in the playground's design, and their donation by Kayla's Krew is anticipated in the project planning. A photo of the equipment is attached for your convenience.

The letter indicates that the total value of the donation is \$47,758. If the donation is accepted by the Common Council, the City DPW will pick up the pieces of equipment and deliver them to the DPW yard where they would be stored until installation in the park. I recommend that the Public Works Superintendent inspect them at the point of pick up and that the acceptance of the donation be effective when we take possession. That is cleaner for insurance purposes. The Department of Administration would ensure the property is covered for insurance purposes upon our possession and ownership.

As a contingent donation, please recognize that if the pieces of equipment were for any reason not installed at Kayla's Playground at Franklin Woods Nature Center (or at some other "all accessible and all-inclusive playground in Franklin, WI" as referenced in the attached letter) the acceptance would be revoked and the equipment would be returned to Kayla's Krew. Obviously, it is not expected that this would be an issue.

Note that the letter references additional future purchases that would be delivered to the Department of Public Works as well. I have confirmed that it is Kayla's Krew's intent in the attached letter that the delivery to DPW constitutes an offer of donation to the City for the purposes of the intended project. Jerry and Glen would be able to confirm that any such delivery is consistent with the project and site plan and accept the donation/delivery. If they determine it is not consistent with the project or site plan (again, unlikely), DPW would inform Kayla's Krew that they have not accepted the delivery and request that they pick up the item(s) if necessary. **To avoid the need for continual future motions accepting each individual donation, a second motion has been fashioned for these other anticipated items.**

Staff recommends accepting the contingent donations, including the future deliveries consistent with the project and site plan.

### **COUNCIL ACTION REQUESTED**

#### **BOTH MOTIONS ARE RECOMMENDED**

Motion to accept the donation of a Liberty Swing and two stainless steel slides from Kayla's Krew for installation at Kayla's Playground at Franklin Woods Nature Center, effective upon DPW taking possession of the equipment following inspection and acceptance by the Superintendent of Public Works.

Motion to authorize the City Engineer or Superintendent of Public Works to accept donations received from Kayla's Krew and/or delivered to the Department of Public Works on Kayla's Krew behalf for installation at or use in the construction of Kayla's Playground at Franklin Woods Nature Center provided said items are consistent with or beneficial to the site plan or the Department's project plan and to direct the Department of Public Works to report any such donation, including an estimate of its value, to the Finance Director, who will record and report on such donations from time to time as appropriate.



July 29, 2015

Mark Luberda  
Director of Administration  
City of Franklin  
9229 W. Loomis Road  
Franklin, WI 53132

Dear Mr. Luberda:

We would like to thank you for meeting with Kayla's Krew to discuss the opportunity to store purchased playground equipment at the City of Franklin-Department of Public Works (DPW). The equipment was purchased from the fundraising efforts of Kayla's Krew and we would like to donate the items to the City of Franklin to use in the building of Kayla's Playground. Currently, the Liberty Swing (valued at \$16,500.00) and the two stainless steel slides (valued at \$31,258.00) are being stored at Gem Tool in Oak Creek, WI. We intend to coordinate delivery of these components to DPW in the next few weeks so that we can have all the playground equipment stored in one secure place. We will direct any future purchases to be delivered to Department of Public Works, Attn. Jerry Schaefer, 7979 West Ryan Rd, Franklin, WI 53132.

Kayla's Krew simply asks that any playground equipment that is purchased by Kayla's Krew and donated or delivered to DPW be used in the construction of Kayla's Playground at Franklin Woods Nature Center in September of 2015. If some unforeseen circumstance should occur and Kayla's Playground does not get built at Franklin Woods Nature Center this year, we ask that the equipment be utilized in the fashion that it was intended in Kayla's Krew's mission statement: to build an all-accessible and all-inclusive playground in Franklin, WI.

Thank you again for your continued support as we get closer to building a playground that our community can be proud of.

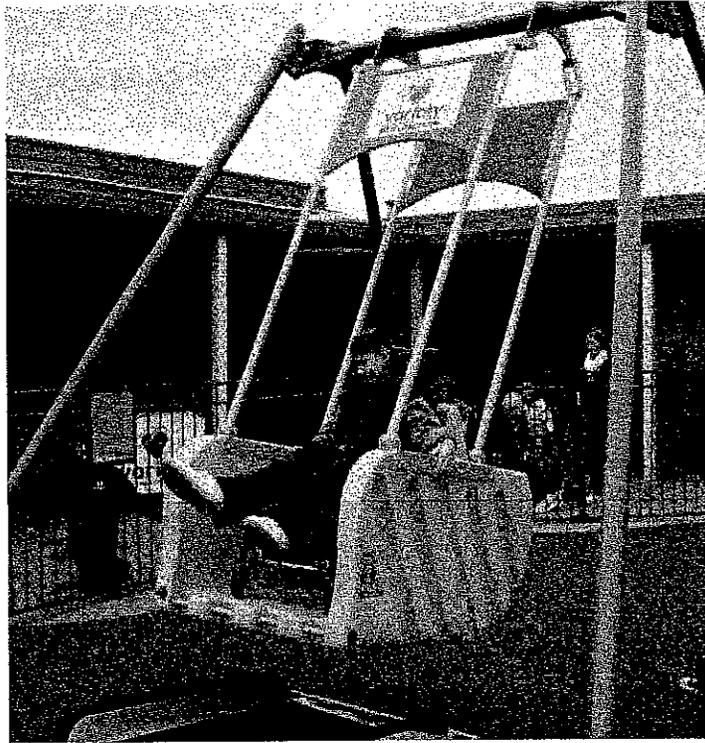
Thank you,

Michelle L. Runte  
Founder and Executive Director  
Kayla's Krew

Christine P. Holmes  
President and CEO  
Penfield Children's Center



Caterpillar and butterfly created from Kayla's fingerprints



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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i>		8/4/15
Reports & Recommendations	<b>SUBJECT: RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A DEVELOPMENT AGREEMENT FOR VICTORY OF THE LAMB CHURCH LOCATED AT 11120 WEST LOOMIS ROAD</b>	ITEM NO. <i>G. H.</i>

**BACKGROUND**

Pursuant to the approval of Victory of the Lamb Church, staff has drafted the development agreement. Location: 11120 W. Loomis Road.

**ANALYSIS**

The development agreement provides for the necessary public improvement required for this development and provides for the extension of water main along W. Loomis Road to and abutting the site.

**OPTIONS**

It is important to adopt the development agreement as this is the tool to provide for the proper installation of the public improvements and with the letter of credit guarantees that all improvements will be installed per plan and specifications. Said development can not proceed with the development without the approval of the development agreement.

**FISCAL NOTE**

All development costs including engineering review and inspection costs are paid by the developer.

**RECOMMENDATION**

Motion to adopt Resolution No. 2015 \_\_\_\_\_ a resolution authorizing certain officials to execute a development agreement for Victory of the Lamb Church located at 11120 West Loomis Road.

RJR/db

RESOLUTION NO. 2015- \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS  
TO EXECUTE A DEVELOPMENT AGREEMENT  
FOR VICTORY OF THE LAMB CHURCH  
LOCATED AT 11120 WEST LOOMIS ROAD

-----  
WHEREAS, the Plan Commission at its regular meeting on December 4, 2014 recommended approval of the development subject to the execution of a Development Agreement, and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development of the development known as Victory of the Lamb Church, and

WHEREAS, the developer of the development is willing to proceed with the installation of the improvements provided for in the development agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City with the developer of the development.

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

Introduced at a regular meeting of the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

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

ATTEST:

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

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

RJR/db

Resols\DA Victory of the Lamb Church 2015 S421-3

**CITY OF FRANKLIN**

**WISCONSIN**

**DEVELOPMENT AGREEMENT**

**FOR**

**VICTORY OF THE LAMB CHURCH**

**July 2015**

**DEVELOPMENT AGREEMENT  
FOR  
VICTORY OF THE LAMB CHURCH**

ARTICLES OF AGREEMENT (THIS "Agreement") made and entered into this fourth day of July 2015, by and between Victory of the Lamb Church, hereinafter called the "Developer" as party of the first part, and the City of Franklin, a municipal corporation of Milwaukee County, Wisconsin, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, the Developer desires to improve and develop certain lands located in the City as described on attached Exhibit "A" (the "Development"), and for that purpose cause the installation of certain public improvements, hereinafter described in this Agreement and the exhibits hereto (the "Improvements"), and

WHEREAS, Sections 236.13(2)(a), 236.13(2)(b) and 236.13(2)(c), Wis. Stats. and Chapter 15-9.0300 of the City of Franklin Municipal Code, provide that as a condition of approving the Development, the governing body of a municipality may require that the Developer make and install, or have made and installed, any public improvements reasonably necessary, that designated facilities be provided as a condition of approving the Development, that necessary alterations to existing public utilities be made, and that the Developer provide a Letter of Credit approved by the City Attorney guaranteeing that the Developer will make and install, or have made and installed, those improvements within a reasonable time, and

WHEREAS, the public works schedule and budget of the City does not now include the Improvements for the Development and normally there would be a considerable delay in the installation of the Improvements unless this Agreement is entered into by the parties, and

WHEREAS, the City believes that the orderly planned development of the Development will best promote the health, safety and general welfare of the community, and hence is willing to approve the Development provided the Developer proceed with the installation of the Improvements in the Development, on the terms and conditions set forth in this Agreement and the exhibits attached hereto.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration to each in hand paid by the other, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree:

1. The legal description of the Development is set forth on attached Exhibit "A".
2. The Improvements aforementioned shall be as described in Exhibit "B" except as noted in Exhibit "E".
3. The Developer shall prepare plans and specifications for the aforesaid Improvements, under direction of the City Engineer, and to be approved by the City Engineer. After receiving the City's approval thereof, the Developer shall take bids, and award contracts (the "Improvements Contracts") for and install all of the Improvements in accordance with standard engineering and public works practices, and the applicable statutes of the State of Wisconsin. The Improvements shall be based on the construction specifications stated in attached Exhibit "F".
4. The full cost of the Improvements will include all labor, equipment, material, engineering, surveying, inspection and overhead costs necessary or incidental to completing the Improvements (collectively the "Improvements costs"). Payments for Improvements are completed as provided on the Improvements Contracts. The total estimated cost of the Improvements is Two Hundred Seventeen Thousand, Three Hundred Thirty Two and 47/100 Dollars as itemized in attached Exhibit "D".

5. To assure compliance with all of Developer's obligations under this Agreement, prior to the issuance of any building permits, the Developer shall file with the City a Letter of Credit (the "Letter of Credit") in the initial amount of \$217,332.47 representing the estimated costs for the Improvements as shown in attached Exhibit "D". Upon the written approval of the City Engineer, the amount of the Letter of Credit may be reduced periodically as the Improvements are paid for and approved by the City so that following each such reduction, the Letter of Credit equals the total amount remaining for Improvements Costs pertaining to Improvements for which Developer has not paid as set forth in the Improvements Contracts for the Improvements or which remain unapproved by the City. The Letter of Credit shall be issued by a bank or other financial institution (the "Surety Issuer") reasonably satisfactory to the City (the "Beneficiary") in a form satisfactory to the City Attorney. Failure to file the Letter of Credit within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon acceptance by the City (as described below) of and payment by Developer for all the completed Improvements, the Letter of Credit shall be surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Letter of Credit to the City under this Paragraph 5, except as set forth under Paragraph 13 below.
6. In the event the Developer fails to pay the required amount for the Improvements or services enumerated herein within thirty (30) days or per contract after being billed for each improvement of each stage for any Improvements Costs at the time and in the manner provided in this Agreement, and if amounts remain unpaid after an additional thirty (30) days written notice to Developer, the City may notify the Surety Issuer in writing to make the said payments to the Contractor within five (5) days after receiving a written demand from the City to make such payment. Demand shall be sent by registered letter with a return receipt requested, addressed to the Surety Issuer at the address indicated on the Letter of Credit, with a copy to the Developer, described in Paragraph five (5) above. It is understood between the parties to this Agreement, that billings for the Improvements Costs shall take place as the various segments and sections of the Improvements are completed and certified by the City Engineer as complying with the approved plans and applicable provisions of the Franklin Municipal Code.

In addition, the City Engineer may demand that the Letter of Credit be extended from time to time to provide that the Letter of Credit be in force until such time that all improvements have been installed and accepted through the one (1) year guarantee period. Demand for said extension shall be sent by registered letter with a return receipt, with a copy to the Developer. If said Letter of Credit is not extended for a minimum of a one (1) year period prior to expiration date of the Letter of Credit, the City may send written notice to the Surety Issuer to make payment of the remaining balance of the Letter of Credit to the City to be placed as an escrow deposit.

Any funds remaining in such escrow deposit after all of the Developer's obligations hereunder have been fully paid for, satisfied and completed, shall be returned to the Developer upon the City's receipt of the written consent of the Surety Issuer.

7. The following special provisions shall apply:
  - (a) Those special provisions as itemized on attached Exhibit "C" and attached Exhibit "E" are hereby incorporated by reference in this Agreement and made a part hereof as if fully set forth herein.
  - (b) To the extent necessary to accommodate public utilities easements on the Development easements will be dedicated for the use of the Electric Company, the Telephone Company and Cable Company to provide utility services to the Development. All utilities shall be underground except for any existing utility poles/lines.
  - (c) The curb face to curb face width of the roads in the Development shall be as determined by the City Engineer.
  - (d) Fee title to all of the Improvements and binding easements upon lands on which they are located, shall be dedicated and given by the Developer to the City, in form

and content as required by the City, without recourse, and free and clear of all monetary liens or encumbrances, with final inspection and approval of the Improvements and accompanying title and easement documents by the City constituting acceptance of such dedication. The Improvements shall thereafter be under the jurisdiction of, the City and the City shall maintain, at the City's expense, all of the Improvements after completion and acceptance thereof by the City. Necessary permits shall be obtained for all work described in this Agreement.

8. The Developer agrees that it shall be fully responsible for all the Improvements in the Development and appurtenances thereto during the period the Improvements are being constructed and continuing until the Improvements are accepted by the City (the "Construction Period"). Damages that may occur to the Improvements during the Construction Period shall be replaced or repaired by the Developer. The Developer's obligations under this Paragraph 8 as to any Improvement terminates upon acceptance of that Improvement by the City.
9. The Developer shall take all reasonable precautions to protect persons and property of others on or adjacent to the Development from injury or damage during the Construction Period. This duty to protect shall include the duty to provide, place and maintain at and about the Development, lights and barricades during the Construction Period.
10. If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Developer or its subcontractors or materialmen in their performance of this Agreement or from its failure to comply with any of the provisions of this Agreement or of applicable law, the Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from reasonable costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to the Developer promptly, in writing, notice of the alleged loss, damage or injury.
11. Except as otherwise provided in Paragraph 12 below, the Developer 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, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:
  - (a) the negligent or willfully wrongful performance of this Agreement by the Developer or any subcontractor retained by the Developer,
  - (b) the negligent or willfully wrongful construction of the Improvements by the Developer or by any of said subcontractors,
  - (c) the negligent or willfully wrongful operation of the Improvements by the Developer during the Construction Period,
  - (d) the violation by the Developer or by any of said subcontractors of any applicable law, rule, regulation, order or ordinance, or
  - (e) the infringement by the Developer or by any of said subcontractors of any patent, trademark, trade name or copyright.
12. Anything in this Agreement to the contrary notwithstanding, the Developer shall not be obligated to indemnify the City or the City's officers, agents or employees (collectively the "Indemnified Parties") from any liability, claim, loss, damage, interest, action, suit, judgment, cost, expenses or attorneys fees which arise from or as a result of the negligence or willful misconduct of any of the Indemnified Parties.
13. The Developer hereby guarantees that the Improvements will be free of defects in material and/or workmanship for a period of one (1) year from the date of acceptance of the Improvements by the City. To secure the Developer's obligations under said guaranty upon acceptance of the Improvements by the City, the Developer will provide to the City a Letter of Credit equal to 10% of the sub-total in Exhibit "D" of the total Improvements Costs,

which Letter of Credit shall expire one (1) year after the Improvements have been accepted by the City or continue the existing base Letter of Credit maintaining a minimum of 10% of the sub-total in Exhibit "D" of the total Improvements Costs for one (1) year after the improvements have been accepted by the City. This Letter of Credit shall be a partial continuation of, and not in addition to, the Letter of Credit described in Paragraph 5 above.

14. (a) The Developer shall not commence work on the Improvements until it has obtained all insurance coverages required under this Paragraph 14 and has filed certificates thereof with the City:

(1) COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE - Coverage shall protect the Developer and all subcontractors retained by the Developer during the Construction Period and all persons and property from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from performing this Agreement, whether such performance be by the Developer or by any subcontractor retained by the Developer or by anyone directly or indirectly employed by either the Developer or any such subcontractor. The City shall be named as an additional insured on all such insurance coverage under this Paragraph 14(a)(1) and Paragraph 14(a)(2). The amounts of such insurance coverage shall be as follows:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence \$1,000,000 Aggregate
Property Damage	\$ 500,000 Per Occurrence \$ 500,000 Aggregate

(2) COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE - Insurance coverage for the operation of owned, hired and non-owned motor vehicles shall be in the following amounts:

Bodily Injury	\$1,000,000 Per Person \$1,000,000 Per Occurrence
Property Damage	\$ 500,000 Per Occurrence

(b) The Developer shall file a certificate of insurance containing a thirty (30) day notice of cancellation to the City prior to any cancellation or change of said insurance coverage which coverage amounts shall not be reduced by claims not arising from this Agreement.

15. The Developer shall not be released or discharged of its obligations under this Agreement until the City has completed its final inspection of all the Improvements and the City has issued its written approval of all of the Improvements, which approval shall not be unreasonably withheld or delayed, and Developer has paid all of the Improvements Costs, at which time the Developer shall have no further obligations under this Agreement except for the one (1) year guaranty under Paragraph 13.

16. The Developer and the City hereby agree that the cost and value of the Improvements will become an integral part of the value of the Development and that no future lot assessments or other types of special assessments of any kind will be made against the Development by the Developer or by the City for the benefit of the Developer, to recoup or obtain the reimbursement of any Improvement Costs for the Developer.

17. Execution and performance of this Agreement shall be accepted by the City as adequate provision for the Improvements required within the meaning of Sections 236.13(2)(a), 236.13(2)(b), and 236.13(2)(c) Wis. Stats.

18. Penalties for Developer's failure to perform any or all parts of this Agreement shall be in accordance with Section 21.40 of Franklin Municipal Code, as amended from time to time,

in addition to any other remedies provided by law or in equity so that the City may obtain Developer's compliance with the terms of this Agreement as necessary.

19. This Agreement shall be binding upon the parties hereto and their respective successors and assigns, excepting that the parties hereto do not otherwise intend the terms or provisions of this Agreement to be enforceable by or provide any benefit to any person or entity other than the party of the first part and the party of the second part. Developer shall not convey or assign any of its rights or obligations under this contract whatsoever without the written consent of the City, which shall not be unreasonably withheld upon a showing that any successor or assignee is ready, willing and able to fully perform the terms hereof and the Developer remains liable hereunder.

[The remainder of this page is intentionally left blank. Signatures are on the following page.]

WITNESS WHEREOF, the said party of the first part has set its hand and seal and the said parties of the second party have caused these presents to be duly executed by Thomas M. Taylor, Mayor, and Sandra L. Wesolowski, City Clerk, and its corporate seal to be hereunto affixed as of the day and year first above written.

SEALED IN PRESENCE OF: VICTORY OF THE LAMB

By: \_\_\_\_\_  
Name: Benjamin Kuerth  
TITLE: Pastor

Party of the First Part

STATE OF WISCONSIN )ss.  
\_\_\_\_\_ COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named Benjamin Kuerth, as Pastor of Victory of the Lamb Church and acknowledged that he executed the foregoing instrument as such officer as the deed of said Victory of the Lamb Church by its authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, WI  
My commission expires: \_\_\_\_\_

CITY OF FRANKLIN

By: \_\_\_\_\_  
Name: Stephen R. Olson  
Title: Mayor

COUNTERSIGNED:

By: \_\_\_\_\_  
Name: Sandra L. Wesolowski  
Title: City Clerk

Parties of the Second Part

STATE OF WISCONSIN)ss.  
MILWAUKEE COUNTY)

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they had executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution File No. \_\_\_\_\_, adopted by its Common Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public, Milwaukee County, WI  
My commission expires: \_\_\_\_\_

This instrument was drafted by Glen E. Morrow, City Engineer for the City of Franklin

Form approved:

\_\_\_\_\_  
Jesse Wesolowski, City Attorney

**INDEX OF EXHIBITS  
TO  
DEVELOPMENT AGREEMENT  
FOR  
VICTORY OF THE LAMB CHURCH**

Exhibit A	Legal Description of Development
Exhibit B	General Description of Required Development Improvements
Exhibit C	General Development Requirements
Exhibit D	Estimated Improvement Costs
Exhibit E	Additional Development Requirements
Exhibit F	Construction Specifications

**EXHIBIT "A"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**VICTORY OF THE LAMB CHURCH**

That part of the East ½ of the Southeast ¼ of Section 19, in Township 5 North, Range 21 East, Town of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at a point on the North line of the Southeast ¼ of Section 19 which point is 661.57 feet West of the Northeast corner of said Southeast ¼; thence continuing West on said North line 661.57 feet to a point; thence South on the North and South 1/8 line 1535.25 feet to a point in the center line of the Loomis Road; thence North 41°55'00" East along said center line 163.03 feet to a point; thence North 40° 56' 00" East along said center line 838.70 feet to a point; thence North 765.80 feet to the place of beginning.

Excepting therefrom those lands conveyed to the State of Wisconsin, Department of Transportation by Warranty Deed recorded January 15, 1997, in Reel 3968, Image 1134, as Document No. 7314748.

**EXHIBIT "B"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**VICTORY OF THE LAMB CHURCH**

<p>GENERAL DESCRIPTION  OF  REQUIRED DEVELOPMENT  IMPROVEMENTS</p>
--

Description of improvements required to be installed to develop VICTORY OF THE LAMB CHURCH.

- \*D Denotes contract for improvements to be awarded, financed and paid for by the Developer in lieu of special assessments.
- \*C Denotes contract for improvements to be awarded by the City, but financed and paid for by the Developer in accordance with this agreement.
- (N.A.) Denotes improvement is not required to be installed in the Development.
- (1) Denotes that the City is to pay for a portion of the improvement, in accordance with this agreement, as computed by the City Engineer.

General Description of Improvements

(Refer to additional sheets for concise breakdown.)

- |     |  |    |
|-----|--|----|
| 1.  | Grading of the total area within the Development in conformance with the approved grading plan.  | *D |
| 2.  | Water main extension of approximately 510 lineal feet along the west side of W. Loomis Road fronting the development site.   | *D |
| 3.  | Water main and fittings in easement in the Development or abutting the Development, to such size and extent as determined by the master water plan and/or the City Engineer as necessary to provide adequate service for the final Development and service area. | *D |
| 4.  | Water service and appurtenances from water main to the building as determined by the City Engineer together with stop cocks as specified by the City.  | *D |
| 5.  | Hydrants and appurtenances provided and spaced to adequately service the area and as the City shall require.   | *D |
| 6.  | Engineering, planning and administration services as approved.   | *D |
| 7.  | Storm water facilities as determined and/or approved by the City to adequately drain the surface water from the Development and drainage basin area in accordance with the master drainage plan and/or approved management plan.                                 | *D |
| 8.  | Title evidence on all conveyances.   | *D |
| 9.  | Concrete driveways between the street line and curb and gutter as shown on the approved site plan.   | *D |
| 10. | Signage and striping within the Development in such locations and such size and design as determined by the City.  | *D |

**EXHIBIT "C"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**VICTORY OF THE LAMB CHURCH**

GENERAL DEVELOPMENT REQUIREMENTS

I. GENERAL

- A. The Developer shall prepare a plat of the land, plans for improvements, as-built drawings of the improvements and all other items in accordance with all applicable state laws and City ordinances and regulations.
- B. All improvements shall be installed in accordance with all applicable City specifications and ordinances.
- C. The entire Development as proposed shall be recorded as a lot within a certified survey map.

II. WATER SYSTEM

A. Availability

- 1. Each and every building in the Development shall be served by a water main.
- 2. Water service shall be laid to each and every building. Size shall be approved by the City Engineer.
- 3. Fire hydrants in the Development shall be available to the City's Fire and Public Works Departments, and said location shall be approved by the City's Fire Department, and both organizations shall have free and unlimited use of the water and shall be located in an easement granted to the City as approved by the City Engineer.

B. Construction

- 1. All construction shall be in accordance with the specifications of the City.
- 2. Inspection of the work shall be at the Developer's expense.
- 3. Mains and appurtenances including all pipe, hydrants, gate valves, water service and curb stop boxes shall be installed.

III. STORM DRAINAGE

A. Components

Storm drainage through and within the Development shall be provided by means of storm sewer, culverts and ditches installed within the Development required as per approved system plan. It shall consist of, without limitation because of enumeration, sewers, culverts, pipes, manholes, catch basins, inlets, leads, open swales, retention basins and absorption ponds as determined by the City Engineer. The City, at the determination of the City Engineer, may have the storm drainage system reviewed by a consultant engineer at the Developer's cost.

B. Responsibility of Discharged Water

1. The Developer shall be responsible for the storm drainage until it crosses the exterior property line of the Development or until it reaches a point designated by the City outside of and adjacent to the property from which the water crosses over, under or through artificial or natural barriers. The water shall be brought to said point by an open ditch or other means as directed by the City Engineer.
2. However, if the Developer of the Development will, in the opinion of the City Engineer, cause major problems downstream from the Development which will require special consideration, the Developer shall comply with such terms as the City Engineer may require to prevent these problems. Said terms shall be made part of those documents under the section titled "Special Provisions".

IV. EASEMENTS

Drainage

All drainage easements dedicated to the public shall be improved as follows:

- a) Storm sewer or lined invert open channel, unless otherwise agreed upon by the Developer and the City.
- b) Side slopes no steeper than 4:1.
- c) Landscaped in accordance with the Special Use Resolution Landscaping Requirements or, in the case of storm sewer, as directed by the City Engineer.

V. DEED RESTRICTIONS

- A. A Letter of Credit approved by the City Attorney in the full amount of all non-assessable improvements not yet installed and approved as of the date of this Agreement shall be submitted to the City before any building permits are issued.
- B. Subject to the terms of this Agreement, the time of completion of improvements shall be as follows:
  1. The Developer shall take all action necessary so as to have all the improvements specified in this Agreement installed and approved by the City before two years from the date of this Agreement.
  2. Should the Developer fail to take said action by said date, it is agreed that the City, at its option and at the expense of the Developer, may cause the installation of or the correction of any deficiencies in said improvements.

VI. CHARGES FOR SERVICES BY THE CITY OF FRANKLIN

A. Fee for Checking and Review

1. At the time of submitting the plans and specifications for the construction of the Development improvements, a fee equal to two-and-one-fourth percent (2-1/4%) of the cost of the improvement plans and specifications, to partially cover the cost to the City of checking reviewing such plans and specifications provided that cost does not exceed \$250,000.00; a fee equal to one-and-three fourth percent (1-3/4%) of such cost, if the cost is in excess of \$250,000.00, but not in excess of \$500,000.00, and one-and-one-fourth percent (1-1/4%) of said cost in excess of \$500,000.00. At the demand of the Developer or City Engineer, the fee may be recomputed after the work is done in accordance with the actual cost of such improvements and the difference, if any, shall be paid by or remitted to the Developer. Evidence of cost shall be in such detail and form as required by the City Engineer.

- B. For the services of testing labs, consulting engineers and other personnel, the Developer agrees to pay the City the actual charge plus five (5%) percent for administration and overhead.

**EXHIBIT "D"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**VICTORY OF THE LAMB CHURCH**

ESTIMATED IMPROVEMENT COSTS
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All Improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Developer in accordance with Paragraph (4) of this Agreement.

Said costs for the Improvements are estimated to be as follows:

DESCRIPTION	COSTS
Water System	\$150,838.50
Storm Sewer Management Facilities	34,915.75
SUBTOTAL	\$185,754.25
Municipal Services (7% of Subtotal)	13,002.80
Contingency Fund (10% of Subtotal)	18,575.42
TOTAL:	\$217,332.47

Total: Two Hundred Seventeen Thousand, Three Hundred Thirty Two and 47/100 Dollars.

APPROVED BY: \_\_\_\_\_  
Glen E. Morrow, City Engineer

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

**EXHIBIT "E"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**VICTORY OF THE LAMB CHURCH**

<b>ADDITIONAL DEVELOPMENT REQUIREMENTS</b>
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1. The Developer shall install a 16 inch diameter water main on West Loomis Road (STH 36) from the existing water main terminus located at the northeast corner of the Development then southwest approximately 550 lineal feet. The City shall reimburse to the Developer the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest beginning the February 15<sup>th</sup> following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer.
2. The Developer shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in section 15-8.0204 a-f of the UDO.
3. The Developer shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in section 15-8.0203H 1-5 of the UDO.
4. The Developer shall be responsible for cleaning up the debris that has blown from buildings under construction within the Development. The Developer shall clean up all debris within twenty-four (24) hours after receiving written notice from the City Engineer.
5. The Developer shall be responsible for cleaning up the mud and dirt to W. Loomis Road and the parking lot on the roadways until such time as the final lift of asphalt has been installed. The Developer shall clean W. Loomis Road within twenty-four (24) hours after receiving a notice from the City Engineer or per direction of the WDOT.
6. Prior to commencing site grading, the Developer shall submit, for approval by the City Engineer, an erosion and silt control plan consistent with applicable law. Said plan shall provide sufficient control of the site to prevent siltation downstream from the Development. The Developer shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions.
7. The Developer shall preserve the natural resource features as shown on the approved NRPP and shall install an orange snow fence outside the conservation easements as shown on Final Plat, and silt fence around the natural resources prior to land disturbing.
8. The Developer shall construct a facility as required in the Storm Water Management Plan in accordance with the plans and specifications approved by the City Engineer. Maintenance of said storm water management facilities shall be the responsibility of the Developer.
9. Prior to occupancy the developer shall construct the approved water main's serving the development including the hydrants required by the Fire Department in easements approved by the City Engineer.

**EXHIBIT "F"**  
**TO**  
**DEVELOPMENT AGREEMENT**  
**FOR**  
**VICTORY OF THE LAMB CHURCH**

**CONSTRUCTION SPECIFICATIONS**

The following specifications shall be used for the construction of the various improvements.

ITEM	SPECIFICATION
Storm & Sanitary Sewer	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN
Water Mains	STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN, most current edition CITY OF FRANKLIN

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	<b>SUBJECT:</b> A final resolution directing installation of payment and levy of special assessment for installation of water main on S. 35 <sup>th</sup> Street from the south line of Yorkshire Grove Subdivision south 140 feet fronting 8818 S. 35 <sup>th</sup> Street	8/4/2015  <b>ITEM NO.</b>  <i>G.S.</i>

The Common Council at their meeting of July 21, 2015 directed staff to activate the terms of a water connection agreement with the property owner of 8818 S. 35<sup>th</sup> Street. The agreement, signed by owner and City in 2006, allowed for an emergency connection to City water main on S. 35<sup>th</sup> Street. This allowance was conditioned that at such time main was extended south, fronting the property, the owner would pay a special assessment pursuant to Section 207-15.0 of the Municipal Code of Franklin, Wisconsin for such water main service installation.

This one-time special assessment is based on the total assessable frontage of 140 feet times the capped maximum assessment rate of \$68.56/LF (2015), resulting in an assessment of \$9,598.40.

The owner has met with staff and District Alderwoman acknowledging the agreement and terms.

**COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2015- \_\_\_\_\_ directing installation of payment and levy of special assessment for installation of water main on S. 35<sup>th</sup> Street from the south line of Yorkshire Grove Subdivision south 140 feet fronting 8818 S. 35<sup>th</sup> Street.

RJR/sg

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2015- \_\_\_\_\_

A FINAL RESOLUTION DIRECTING INSTALLATION OF,  
PAYMENT AND LEVY OF SPECIAL ASSESSMENT  
FOR INSTALLATION OF WATER MAIN ON S. 35<sup>TH</sup> STREET FROM  
THE SOUTH LINE OF YORKSHIRE GROVE SUBDIVISION SOUTH 140 FEET  
FRONTING 8818 S. 35<sup>TH</sup> STREET

---

WHEREAS, the City granted permission to the property owner at 8818 S. 35<sup>th</sup> Street to connect to City water, the terms established in a Water Main Connection Agreement executed by both parties in 2006; and

WHEREAS, the anticipated installation of water main on S. 35<sup>th</sup> Street will front a portion of the property at 8818 S. 35<sup>th</sup> Street; and

WHEREAS, the Water Commission at their meeting of July 21, 2015 recommended to the Common Council to activate the terms of the Water Main Connection Agreement; and

WHEREAS, the Common Council at their meeting of July 21, 2015 directed staff to activate the terms of the agreement and assess the property at 8818 S. 35<sup>th</sup> Street; and

WHEREAS, the Office of the City Engineer gave notice to affected person by mail on July 17, 2015 of the Water Commission meeting and the matter of the agreement; and

WHEREAS, the assessed cost was established by frontage of the property times the capped rate per foot for 2015; and

BE IT FURTHER RESOLVED that payment for the improvement be made by assessing the cost to the abutting property; that assessment may be paid in full in one (1) payment or in twelve (12) annual installments together with interest at the rate of 6% per annum to the City Treasurer; and

BE IT FURTHER RESOLVED that the plans and specifications extended water main across a portion of frontage at 8818 S. 35<sup>th</sup> Street is approved and the work and improvements be carried out; and

BE IT FURTHER RESOLVED that payment of assessing the cost to the abutting property and that assessment may be paid in full in one (1) payment or in twelve (12) annual installments together with interest at the rate of 6% per annum to the City Treasurer; that the special assessments which are not paid when due shall be placed upon the tax roll as a delinquent tax; and

BE IT FURTHER RESOLVED that the City Clerk is directed to publish this resolution as a Class I notice under Chapter 985 of the Wisconsin Statutes and to mail a copy of this resolution to every property owner whose name appears on the assessment roll and whose post office address is known or can be ascertained with reasonable diligence; and

BE IT FURTHER RESOLVED that any person who has an interest in property affected by this action who feels aggrieved thereby may, within 40 days after the date of adoption of this resolution, appeal to the Circuit Court for Milwaukee County as set forth in Section 66.0701 Wisconsin Statutes and 207-15 of the Municipal Code.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

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

ATTEST:

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

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

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Stw</i>		8/4/2015
Reports & Recommendations	<b>SUBJECT:</b> A final resolution directing installation of, payment and levy of special assessment for installation of water main on W. Crest Court from S. 35th Street to S. 36th Street	<b>ITEM NO.</b> <i>G. 6.</i>

A public hearing was held on 7/21/2015 regarding the proposed special assessment for installation of, payment and levy of special assessment for installation of water main on W. Crest Court from S. 35th Street to S. 36th Street.

The assessments included in the Engineering Report dated July 2, 2015 was reviewed on July 16, 2015 based on actual bids received. The assessments as presented at the hearing were based on the revised Engineering Report; these assessments did not change from the original report.

Staff was directed to check on the ability to defer the special assessments (both) per Franklin Code. The Franklin Code 207-15.k.(2)(g) states where the Common Council determines it appropriate and reasonable under the circumstances of a relatively unique public project undertaken for a primary purpose of general benefit to the entire City or a large portion, a deferment can be approved. The deferred assessment of the benefitting property is in effect until the property is sold, transferred or otherwise conveyed or until the owner connects to water. Staff believes the park improvement meets the intent of this deferment and has included it in this final resolution.

### COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2015- \_\_\_\_\_ directing installation of, payment and levy of special assessment for installation of water main on W. Crest Court from S. 35th Street to S. 36th Street.

RJR/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2015- \_\_\_\_\_

A FINAL RESOLUTION DIRECTING INSTALLATION OF,  
PAYMENT AND LEVY OF SPECIAL ASSESSMENT  
FOR INSTALLATION OF WATER MAIN  
ON W. CREST COURT  
FROM S. 35TH STREET TO S. 36TH STREET

---

WHEREAS, the installation of public improvements in the location stated below is in the interest of the public and in improving a City park will benefit the abutting property owners; and,

WHEREAS, the Franklin Common Council declares its intent to exercise its police powers granted to it by law and adjudge 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 installation of water main on W. Crest Court from S. 35th Street to S. 36th street; and,

WHEREAS, the Office of the City Engineer caused a report to be made consisting of plans and specifications, an estimate of the entire cost of the project and assessment to each affected parcel of property and filed its report in the Office of the City Clerk for public inspection; and;

WHEREAS, the Office of the City Clerk gave notice to affected persons by mail on July 8, 2015, and to all persons by publication in the official newspaper on July 9, 2015; and

WHEREAS, the Franklin Common Council held a public hearing on July 21, 2015 on said improvements at which time the Council heard all persons who wished to speak.

WHEREAS, the estimated costs as part of the Engineer's Assessment Report were revised on July 16, 2015 to reflect bids received; and

BE IT FURTHER RESOLVED that payment for the improvements be made by assessing the cost to the abutting property as indicated in the Report of the City Engineer; that assessments may be paid in full in one (1) payment or in twelve (12) annual installments together with interest at the rate of 6% per annum to the City Treasurer; that pursuant to §207-15.K.(1) of the Municipal code, upon application to the City Clerk within 30 days of the date of the special assessment notice by a property owner(s), the special assessment levied by this Final Resolution may be deferred: pursuant to §207-15.K.(2)(g) as to the improvement assessment; and for this primary general benefit purpose improvements project specially assessed under this Resolution until such time as the subject benefitted property is sold, transferred or otherwise conveyed to a person or entity other than an owner of the property on the date of the adoption of this final resolution, or the property owner connects to the water system, whichever is sooner; that the special assessments which are not paid when due shall be placed upon the tax roll as a delinquent tax; and

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Franklin that the work and improvements for installing water main are directed to be carried out; and

BE IT FURTHER RESOLVED that the City Engineer's Report on this matter, including plans and specifications is approved and the work and improvements be carried out in accordance with the Report;

BE IT FURTHER RESOLVED that payment for the improvements be made by assessing the cost to the abutting property as indicated in the Report of the City Engineer; that assessments may be paid in full in one (1) payment or in twelve (12) annual installments together with interest at the rate of 6% per annum to the City Treasurer; that the special assessments which are not paid when due shall be placed upon the tax roll as a delinquent tax; and

BE IT FURTHER RESOLVED that the City Clerk is directed to publish this resolution as a Class I notice under Chapter 985 of the Wisconsin Statutes and to mail a copy of this resolution to every property owner whose name appears on the assessment roll and whose post office address is known or can be ascertained with reasonable diligence.

BE IT FURTHER RESOLVED that any person who has an interest in property affected by this action who feels aggrieved thereby may, within 40 days after the date of adoption of this resolution, appeal to the Circuit Court for Milwaukee County as set forth in Section 66.0701 Wisconsin Statutes and 207-15 of the Municipal Code.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_, 2015, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

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

ATTEST:

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

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

RJR/db

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APPROVAL <i>Stw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/04/2015
REPORTS & RECOMMENDATIONS	RESOLUTION TO AWARD 2015 PAVING BIKE AND HIKING TRAIL TO BLACK DIAMOND GROUP INC AND OTHER TRAIL STATUS	ITEM NUMBER <i>6.7.</i>

**BACKGROUND**

At the June 16, 2015 Common Council meeting, Staff was given direction to: bid asphalt paving of existing trail; incorporate project into Milwaukee County project for the reconstruction of St. Martin Road; enter discussions with Franklin School District in the development of a trailhead on the northwest corner of W. St. Martins Road and S. Forest Home Drive; and report progress at a future Common Council meeting.

**ANALYSIS**

**Paving:** Four bids were received for paving the **Bike And Hiking Trail** as follows:

- \$55,518.75 Black Diamond- Oak Creek, WI (\$82.25 / ton)
- \$66,750.75 Payne & Dolan- Waukesha, WI (\$98.89 / ton)
- \$71,550.00 Poblocki Paving Corp- Wauwatosa, WI (\$106.00/ton)
- \$76,950.00 Johnson and Sons Paving- Lannon, WI (\$114.00 / ton)

Black Diamond has done extensive work for Franklin in the past and they have performed well. The attached resolution for Common Council has been drafted to award the project to Black Diamond. Contractor is directed to complete paving on or before October 31, 2015.

Staff is in the process of application to Milwaukee County for work within their right-of-way. Staff has also met with Milwaukee County Engineering regarding incorporation of parking into the W. St. Martin Road project. Efforts are being made to incorporate parking on the north side of the road, west of the trail crossing. Staff also met with the Franklin School Corporation to discuss a trail head on the corner of W. St. Martin Road and S. Forest Home Drive and upon a more detailed discussion, they are not interested in providing access to their school from this location.

Staff has made contact and received comment back from Payne and Dolan regarding a **Christine Rathke trail** connection to the Oak Leaf Trail. For various reasons, they are not able to provide access to allow this connection.

A kickoff design meeting has been scheduled with Justin Johnson, PE regarding the **Southbrook Trail**. Parks Commission is starting the process for naming the trail.

**OPTIONS**

Award paving contract to Black Diamond or Table.

**FISCAL NOTES**

As described, this paving project is eligible for payment from Park Impact Fees.

**RECOMMENDATIONS**

Authorize the signing of resolution to award 2015 Paving Bike And Hiking Trail To Black Diamond Group Inc in the amount of \$55,518.75

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015 - \_\_\_\_\_

A RESOLUTION AWARDDING CONTRACT TO THE  
LOW BIDDER, BLACK DIAMOND GROUP INC IN THE AMOUNT OF \$55,518.75,  
FOR THE 2015 PAVING BIKE AND HIKING TRAIL

---

WHEREAS, the City of Franklin advertised and solicited bids for the 2015 Paving Bike And Hiking Trail; and

WHEREAS, the low bidder was Black Diamond Group Inc., with a bid of \$55,518.75; and

WHEREAS, Black Diamond Group Inc is a qualified public works contractor.

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract at the total base bid of \$55,518.75 to Black Diamond Group Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Black Diamond Group Inc. be awarded the contract for the 2015 Paving Bike And Hiking Trail.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Black Diamond Group Inc. on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

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

ATTEST:

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

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

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">08/4/15</p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>REQUEST FROM THE PARKS COMMISSION FOR THE COMMON COUNCIL TO PURSUE DEVELOPMENT OF PLANNED MINI PARK NO. 5 (PM5) ON OUTLOT 4, FAIRWAYS OF FRANKLIN ADDITION NO. 1 SUBDIVISION (9660 SOUTH 35<sup>TH</sup> STREET)</b></p>	<p style="text-align: center;"><i>G.8.</i></p>

At the regular meeting of the Parks Commission on July 13, 2015, the following action was approved: move to recommend to the Common Council to pursue development of Planned Mini Park No. 5 (PM5) on Outlot 4, Fairways of Franklin Addition No. 1 Subdivision (9660 South 35<sup>th</sup> Street). The following action was also approved: move to remove PM5 land acquisition from the 2016 Budget and add development of the park to either the 2015 or 2016 Development Fund.

At the May 19, 2015 Common Council meeting, the following action was approved: move to authorize staff to order and issue payment of the following playground equipment for a future mini-park: Minnesota/Wisconsin Playground proposal D741E / Option One at a cost of \$50,000 with said authorization constituting an "Approved Project" expenditure from the Park Development appropriation.

The property located at 9660 S. 35<sup>th</sup> Street is owned by the City and is located within close proximity to the proposed location for PM5 in the 2030 CORP. While the property is only 0.48 acres it could be developed as a tot lot using the above referenced playground equipment already purchased by the City, to closely resemble Dr. Lynette Fox Memorial Park located at 6860 S. Harvard Drive, which is only 0.42 acres.

On general consensus the Parks Commission agreed that hosting a neighborhood meeting to introduce the concept of developing a Mini Park at 9660 South 35<sup>th</sup> Street to area residents would be a good place to start.

**COUNCIL ACTION REQUESTED**

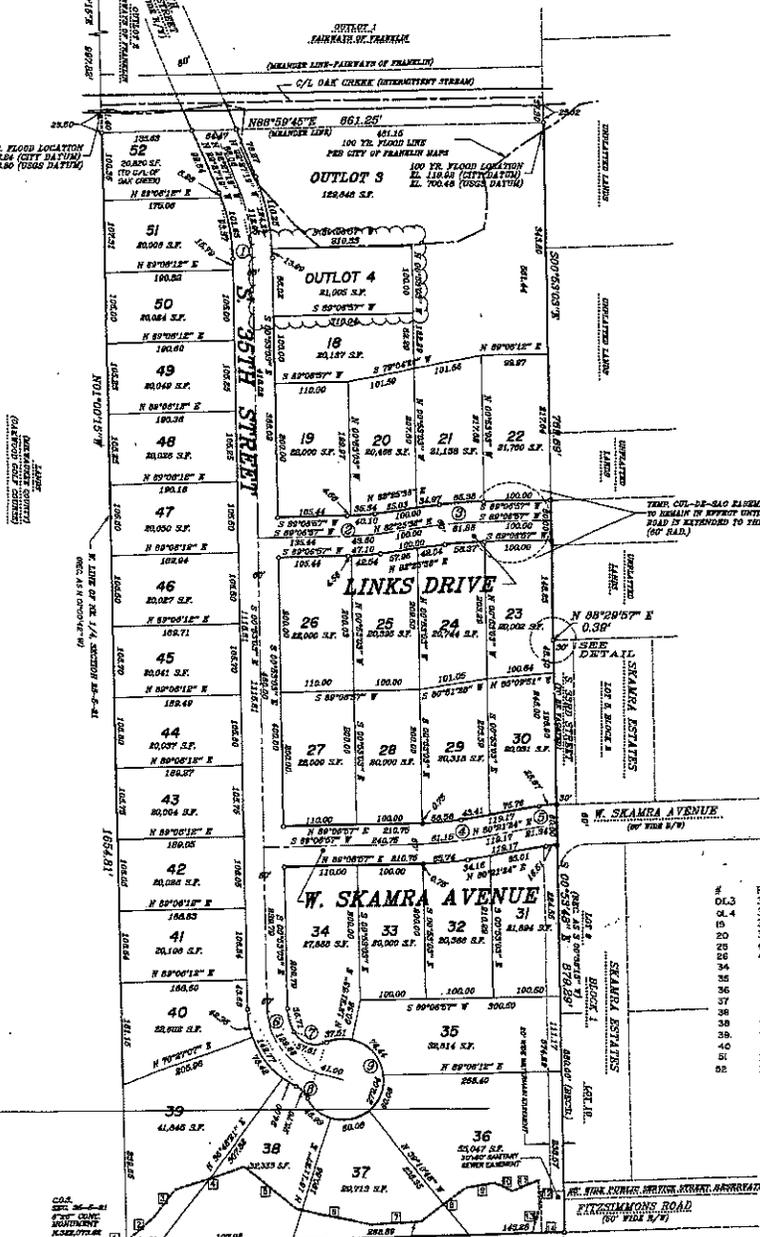
A motion to take action on the above item as the Common Council deems appropriate.

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# FAIRWAYS OF FRANKLIN ADDITION NO. 1

BEING A PART OF THE NW 1/4 AND SW 1/4 OF THE NE 1/4 OF SECTION 25,  
T.5N., R.21E., CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN

N. 1/4 CORNER  
SEC. 25-3-21  
PER CIVIL  
MOVEMENT  
RECORDS  
RECORDED

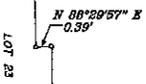


- NOTE:**
- 1) C DENOTES 2"x30" IRON PIPE 3.65 LBS. PER LINEAL FOOT
  - 2) 1"x24" IRON PIPE 1.15 LBS. PER LINEAL FOOT AT ALL OTHER END COVERING AND OUTLET CORNERS
  - 3) ALL DISTANCES TO THE NEAREST 0.01'
  - 4) ALL BEARINGS ARE REFERRED TO GRID NORTH OF THE WISCONSIN STATE PLANE CO-ORDINATE SYSTEM (STATE ZONE 16N)
  - 5) ALL AREAS ARE TO THE NEAREST SQUARE FOOT
  - 6) ALL ANGULAR MEASUREMENTS TO THE NEAREST 1 SECOND

**WETLAND COURSES**

COURSE	BEARING	DISTANCE
1	N 89°51'15" E	6.77
2	N 89°51'50" E	59.21
3	N 37°41'30" E	49.43
4	N 77°41'00" E	106.06
5	S 89°52'18" E	108.88
6	N 87°50'00" E	77.80
7	N 52°33'38" E	63.43
8	N 80°22'00" E	43.50
9	S 63°44'18" E	30.14
10	N 87°02'37" E	43.27
11	S 00°28'20" E	42.72
12	S 15°48'14" E	38.96
13	N 88°27'10" E	48.50

DETAIL  
NO SCALE



**LOT CURVE DATA**

Radius	I	1/2 Length	Chord	Chord Bearing
0.3	19°08'33"	09°34'16.5"	110.25	109.74 N 12°53'02.5" W
0.4	02°28'42"	01°14'21.5"	13.39	13.39 N 02°08'54.5" W
15	00°48'38"	00°24'19.0"	4.56	4.56 N 88°44'08.0" E
20	05°53'43"	02°57'51.5"	35.54	35.52 N 85°23'29.5" E
28	06°02'31"	03°01'15.5"	42.54	42.53 N 85°25'51.5" E
28	00°30'18"	00°15'09.0"	4.56	4.56 N 88°47'32.0" E
34	35°49'15"	17°54'37.5"	37.51	36.90 S 84°27'18.5" W
35	71°05'04"	35°32'32.0"	74.44	69.76 N 42°05'35.0" E
36	57°22'13"	28°41'07.5"	60.08	57.60 N 22°08'04.5" E
38	60.00	29°41'07.5"	60.08	57.60 N 79°30'19.5" E
38	60.00	44°45'04"	22°24'32.0"	46.93 45.75 S 49°24'01.0" E
38	130.00	10°34'49"	05°17'24.5"	24.00 23.97 S 87°31'03.5" E
38	130.00	23°48'11"	16°50'23"	75.42 75.32 S 36°23'16.0" E
40	130.00	18°39'50"	09°19'55.0"	42.35 42.16 S 10°12'58.0" E
51	270.00	19°48'47"	09°54'23.5"	93.37 92.90 N 10°47'26.5" E
52	270.00	01°45'25"	00°52'44.5"	8.28 8.28 N 21°34'34.5" W

CON. SEC. 25-3-21  
PER CIVIL  
MOVEMENT  
RECORDS  
RECORDED

LAND (MILWAUKEE COUNTY)  
CANTON CO. COURSE

**MAIN CURVE DATA**

#	Radius	I	1/2 Length	Chord	Chord Bearing	Tan In	Tan Out
1W	270.00	22°34'16"	10°47'08.0"	101.65	101.65 N 11°40'11.0" W	N 88°55'03" W	N 22°27'19" W
1CL	300.00	21°34'16"	10°47'08.0"	112.95	112.95 N 11°40'11.0" W	N 88°55'03" W	N 22°27'19" W
1E	330.00	20°34'16"	10°47'08.0"	124.24	124.24 N 11°40'11.0" W	N 88°55'03" W	N 22°27'19" W
2H	343.43	06°41'21"	03°20'40.5"	40.10	40.07 N 85°46'16.5" E	N 89°06'57" E	N 82°25'36" E
2CL	373.45	06°41'21"	03°20'40.5"	43.60	43.57 N 85°46'16.5" E	N 89°06'57" E	N 82°25'36" E
2H	403.45	06°41'21"	03°20'40.5"	47.10	47.08 N 85°46'16.5" E	N 89°06'57" E	N 82°25'36" E
3W	560.00	06°41'21"	03°20'40.5"	65.38	65.34 S 85°46'16.5" E	N 89°06'57" E	N 82°25'36" E
3CL	530.00	06°41'21"	03°20'40.5"	61.88	61.84 S 85°46'16.5" E	N 89°06'57" E	N 82°25'36" E
3E	500.00	06°41'21"	03°20'40.5"	58.37	58.34 S 85°46'16.5" E	N 89°06'57" E	N 82°25'36" E
4W	370.00	08°45'33"	04°22'46.5"	56.96	56.51 N 84°44'10.5" E	N 89°06'57" E	N 80°21'24" E
4CL	400.00	08°45'33"	04°22'46.5"	61.13	61.09 N 84°44'10.5" E	N 89°06'57" E	N 80°21'24" E
4E	430.00	08°45'33"	04°22'46.5"	65.74	65.67 N 84°44'10.5" E	N 89°06'57" E	N 80°21'24" E
5H	180.00	08°10'14"	04°08'07.0"	25.02	25.02 S 84°26'31.0" E	N 88°31'38" E	N 80°21'24" E
5CL	150.00	08°09'00"	04°04'30.0"	21.34	21.32 S 84°25'54.0" E	N 88°30'24" E	N 80°21'24" E
5E	120.00	07°52'57"	03°56'28.5"	18.51	18.50 S 84°17'52.5" E	N 88°14'21" E	N 80°21'24" E
6W	130.00	02°55'25"	01°27'42.5"	14.77	14.79 S 29°20'45.5" E	N 88°53'03" E	N 80°21'24" E
6CL	100.00	04°10'13"	02°09'06.5"	129.68	129.79 S 38°02'09.5" E	N 88°53'03" E	N 75°13'16" E
6E	70.00	30°03'03"	15°01'31.5"	36.71	36.29 S 72°15'44.5" E	N 88°53'03" E	N 66°32'38" E
7	40.00	02°31'16"	01°15'38.0"	57.61	52.76 N 45°23'58.0" E	N 26°59'28" E	N 63°48'28" W
8	40.00	36°48'58"	18°24'29.5"	25.70	25.26 N 19°46'34.5" E	N 26°59'28" E	N 66°32'38" W
9	60.00	266°27'53"	133°13'56.5"	279.04	279.04		



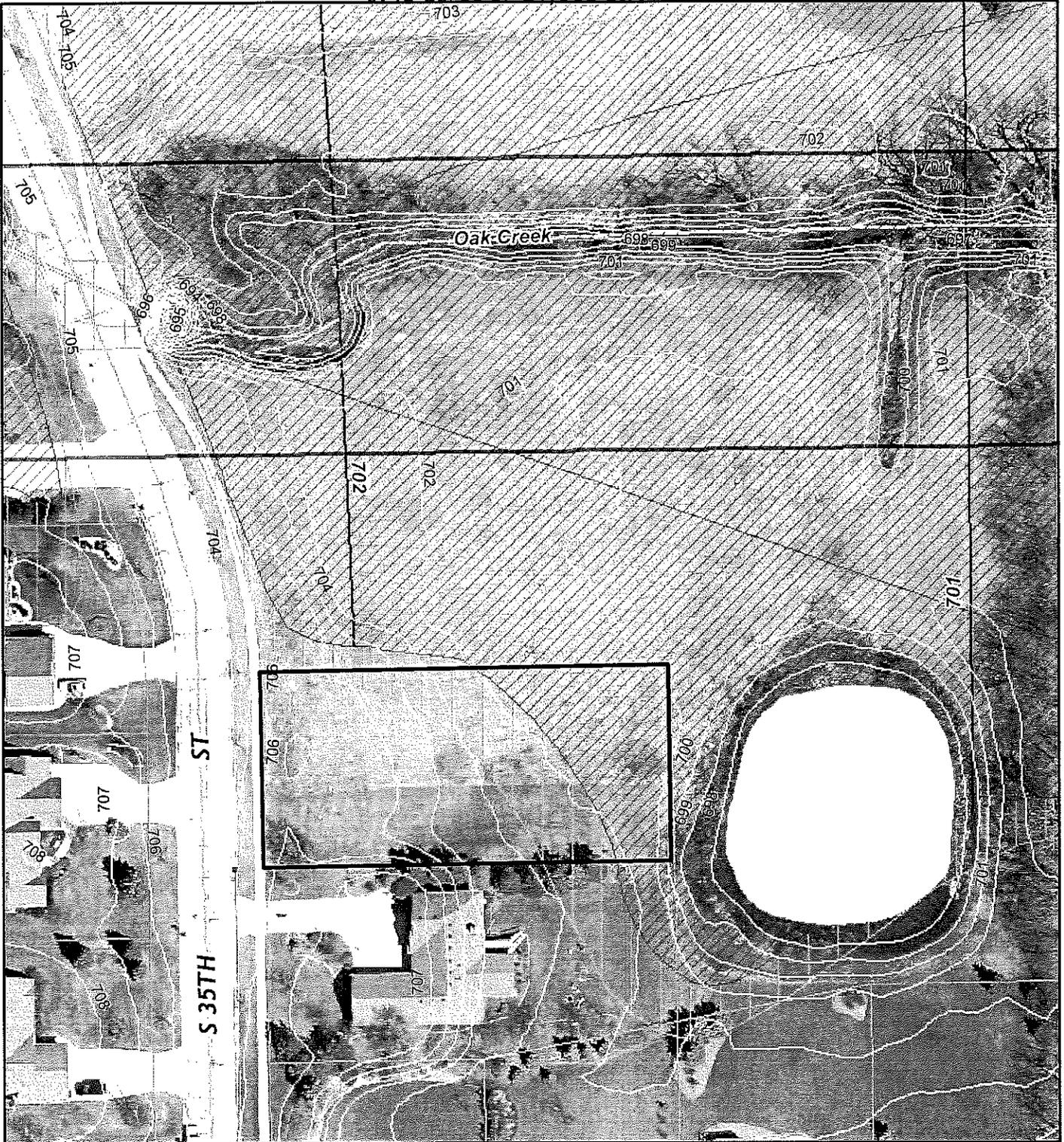
REVISED THIS 15TH DAY OF SEPTEMBER 1986  
THIS 7TH DAY OF MARCH 1997

- PRESERVATION EASEMENT**
- In order to preserve, enhance and promote the indigenous environment, the following shall be prohibited within the preservation easement:
- Filling, grading or changing of grades.
  - Filling with yard waste or other landscape materials.
  - Removal of indigenous vegetation, except for removal of dead or diseased trees.
  - Planting of vegetation not native to the site or not typical of local vegetation.
  - Construction of any permanent structure, fence, play equipment, or the like.

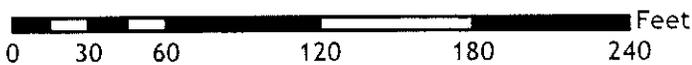
To enhance the Preservation Easement Area wildlife and vegetation, where enjoyment of the premises is restricted, or to improve water quality, and discharge responsibility under any contract improvements within the Preservation Easement with the approval of the City of Franklin, the City of Franklin may allow to solicit the advice or approval of the Wisconsin Department of Natural Resources, or similar state agency, or the Department. Improvements may include, but not limited to, animal and bird feeding stations, park benches, removal of animal blockage of natural drainage, etc.

**METROPOLITAN ENGINEERING, INC.**  
2070 CROSSBRAIN DRIVE, SUITE 100, FARMERSVILLE, WI 53119  
TEL: (414) 708-2021 FAX: 708-4128

City of Franklin  
 9660 S. 35th Street  
 Tax Key No. 902 0075 000  
 0.48 acres or 21,005 S.F.



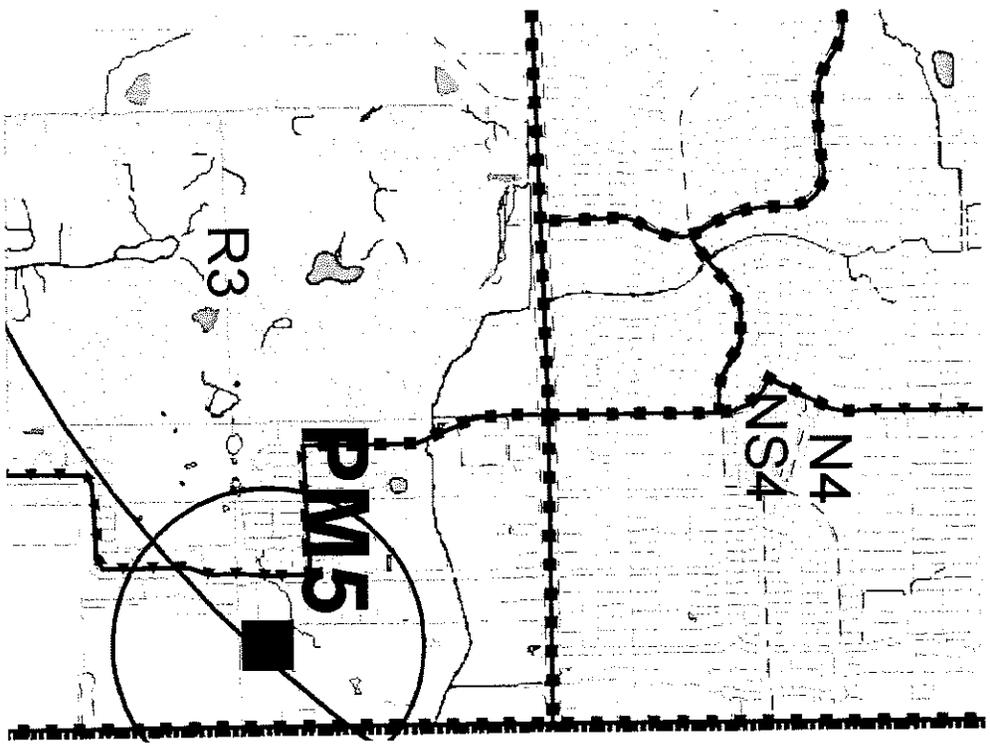
- Legend:**
-  Property Boundaries
  -  2005 SEWRPC Secondary Environmental Corridor
  -  Streets
  -  FEMA Floodplain 100-Year - Zone A
  -  2005 WI Wetland Inventory
  -  FEMA Floodplain 100-Year - Zone AE
  -  1' Contours
  -  FEMA Floodplain 500-Year
  -  Water Line



City Development 2015







○ Service Area Radii of Planned Facilities

**Trail Type**

⋯⋯⋯ Road Shoulder

⋯⋯⋯ Sidewalk

⋯⋯⋯ Trail

⋯⋯⋯ Unknown

**Trail System Status**

— Existing

— Proposed

<b>APPROVAL</b> <i>Stw</i> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>August 4, 2015</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Report on Spending for Future Development Areas with details requested July 21, 2015</b>	<b>ITEM NUMBER</b> <i>G.9.</i>

**Background**

The Finance Director provided a report on spending related to Economic Develop area planning at the July 21, 2015 Common Council meeting. The Council requested additional information.

**Analysis**

The attached is a summary of the expenditures committed or completed to date on those projects. The projects are still being worked upon, therefore it is possible that additional expenditures will be needed to provide the information Common Council requires.

Resolution 2014-7032 [PO 73577]—Agreement to provide Tax Incremental Financing Services with Ehlers & Associates for the three development areas. Valued at \$40,000. Both Area A & G are in the first of a three phase project. Ehlers is working with Graef to develop a plan that they can either recommend to proceed or that no such plan could be developed. For these areas, nothing has been billed or paid, and it is unknown what might be billed for phase one. Phase one is approximately 33% of the contract, and phase one is not complete. To date, \$5,200 has been billed related to Area D for the first phase. This bill is awaiting payment approval as part of the August 4, 2015 Common Council meeting. Ehlers report was presented June 10, 2015. They are waiting direction from Common Council to proceed. Area D is approximately 33% complete.

Resolution 2014-7033 [PO 73576] – Agreement to provide Tax Incremental District Matters legal services with Quarles & Brady LLP valued at \$10,000. No services have been provided under this agreement. Zero percent completed, so no services have been invoiced or paid.

Resolution 2014-7034 [PO 73575]– Agreement for Professional Services and Task Order No. 1 with Ruckert & Mielke, Inc and Hitchcock Design Group valued at \$87,250. All services have been provided. The \$87,250 has been invoiced and paid. Ruckert Mielke provided their report on Area A at the June 10, 2015 Common Council meeting. Additional billings of \$9,588 were also paid in connection with this contract. The contract is 100% complete. If the City decides to proceed with detail engineering and design work a subsequent contract would be required.

Resolution 2014-7035 [PO 73574]– Agreement for Planning and Engineering Services with GRAEF USA Inc and Gruen & Gruen & Associates related to Areas A & G. Value of \$89,500. GRAEF has completed their work for these areas and rendered their billings. These bills have been paid. The scope of work provided for in this contract is 100% complete.

G5 March 5, 2015 - PO 73675 Related to Area A – an additional two part engagement for a Traffic Impact Analysis was entered on March 25, 2015 valued at \$70,000 Phase One was valued at \$20,000 was to develop information and an initial review. Phase one has been completed. Invoices are pending. Traffic counts, valued at \$12,000 have been completed. Invoices are pending and have not been paid. Phase two services, the Traffic Impact Analysis, is underway with Wisconsin Dept of Transportation. About \$5,000 of the estimated \$38,000 service phase has been completed, but not invoiced or paid. In total, the project is approximately, 53% completed. Any changes to the project

scope or potential for additional costs will be driven by the Wis DOT.

Res 2014-7035 [PO 73578] - In addition, GRAEF has billed and been paid \$10,000 for a market study on Area A, which is 100% complete.

Resolution 2014-7036 [PO 73573] – An agreement with Buxton Company for business recruitment and retention services, with the general information and cost content as annexed to the agreement, valued at \$50,000 per year. The agreement is a three year contract. Services are provided as required. Buxton has billed and has been paid \$50,000 for the first year of the three year contract. Depending on the perspective, the contract is 33% complete.

In total, \$366,338 has been committed or expended on these Future Development areas. A copy of the list of contracts, and areas related areas is attached.

#### **COUNCIL ACTION REQUESTED**

Recommendation to place the report on file.

**City of Franklin, WI  
Development Planning Costs  
Expenditures Committed or Completed  
2014 - 2015**

	PO #	Resolution #	Area A 76th & Rawson		Area G Ryan & Loomis Rds		Area D So 27th Street		Total	
			2014	2015	2014	2015	2014	2015	2014	2015
<b>Engineering</b>										
Ruekert & Mielke	73575	2014-7034					83,760	3,490	83,760	3,490
Ruekert & Mielke							-	5,256	-	5,256
Ruekert & Mielke							-	332	-	332
Ruekert & Mielke - estimated		G11 7/7/2015					-	4,000	-	4,000
Graef	73574	2014-7035	41,500		48,000				89,500	
Graef - Market study	73578	2014-7035	10,000						10,000	
Graef - Traffic Study	73675	G5 3/5/2015		70,000					-	70,000
<b>Other Professional Services</b>										
Buxton	73573	2014-7036	25,000	25,000					25,000	25,000
<b>Financial</b>										
Ehlers	73577	2014-7032	13,000		13,000		14,000		-	40,000
<b>Legal</b>										
Quarles & Brady - PO	73576	2014-7033	3,300		3,400		3,300		-	10,000
<b>Total</b>			\$ 92,800	\$ 95,000	\$ 64,400	\$ -	\$ 101,060	\$ 13,078	\$ 258,260	\$ 366,338
<b>Total Project Costs</b>			\$ 92,800	\$ 92,800	\$ 64,400	\$ 64,400	\$ 101,060	\$ 101,060	\$ 108,078	\$ 366,338
				<b>\$ 187,800</b>		<b>\$ 64,400</b>	<b>\$ 114,138</b>			

Estimated or PO - not invoices as of July 7, 2015

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<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> August 4, 2015
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>AWARD OF PROPOSAL TO DEMOLISH HOUSE AND GARAGE LOCATED AT 8143 S 34 STREET</b>	<b>ITEM NUMBER</b> <i>G.10.</i>

The Inspection Department sent out Requests for Proposals for the demolition and cleanup of a house and attached garage located at 8143 S 34 Street. The Department sent requests to three contractors, all of which returned proposals. Those contractors are Shoreline Contracting Services, Inc, and Von Drasek Excavating & Grading, Inc. and Robbie's Grading & Landscaping.

The proposal includes the following:

- Demolition of the structure,
- Removal and disposal of debris, contents, two cars and removal of the brush on the lot,
- Backfill with clean earth, lot grading, topsoil and seed,
- Seal sewer and lateral within lot line,
- Abandonment of the well,
- Diggers hotline will be notified to properly mark the site,
- All inspections will be called in by bidder,
- Utility disconnection and shutoff will be called in by bidder,
- Wrecking and plumbing permits are required,
- Asbestos sampling shall be done,
- Work to be commenced within 2 weeks of issuance of the permit

If asbestos containing materials are found, the removal of those materials would require a separate estimate and would be an additional cost.

The proposals for demolition are from:

Robbie's Grading & Landscaping	\$19,600.00
Von Drasek Excavating & Grading, Inc	\$28,000.00
Shoreline Contracting Services, Inc.	\$18,545.00 not to spec's.

These Robbie's Grading and Von Drasek Excavating quotations appear to be in line with other demolition proposals received for properties in the City of Franklin and meet specifications. The Shoreline Contracting Services, Inc. did not bid all of the work that was required, and should not be considered as it is not equal to the other quotations and additional costs will be required. Removal of any asbestos containing materials would require an additional contract or additional funds to be budgeted for potential costs. The age of this house would indicate that there could be asbestos containing material used in the house construction.

There is concern by neighborhood residents that the house harbors pests, such as raccoons and skunks, that could infest the neighborhood and become a bite or property risk to neighbors and the demolition contractor upon commencement of the activity. This risk, caused by the demolition process, could be mitigated with professional pest control immediately prior to the start of demolition. Cost for a week (M-F) of live trapping by a pest control professional is \$375. To coordinate with the contractor's start date, a partial second week or separate weekend service may be needed. As such, if the Council wishes to

incorporate this into the project, I would suggest authorizing up to \$1,000 for the effort. Please note that there is a potential that the pest control costs to mitigate the identified risks and impacts may not be recoverable. In that instance, the cost would remain a net cost to the City. If the Common Council wishes to add pest control to the project scope, the following can be added to the end of the motion: "and to authorize an amount not to exceed \$1,000 for professional pest control prior to demolition."

### **COUNCIL ACTION REQUESTED**

Award the proposal for \$19,600.00 to Robbie's Grading and Landscaping, to raze the building, remove contents and attached garage on the property located at 8143 S 34 Street for \$19,600.00, and to authorize the Building Inspector to approve a change order for an amount not to exceed \$5,000.00 if the DNR determines asbestos mitigation is required.

The Wisconsin DNR will review the report and determine what additional actions are required. In order to avoid further delays, the recommended motion has been drafted to address this potential need.

**ROBIE'S**  
Grading &  
Landscaping



**PROPOSAL**

PHONE (414) 421-2030

2830 WEST ACRE AVENUE - FRANKLIN, WI. 53132

PROPOSAL SUBMITTED TO:		DATE: July 28, 2015	
NAME:	City of Franklin	JOB NAME: Demolition	
STREET:	Attention: Building Inspector's Office 9229 W. Loomis Road	STREET:	8143 S. 34 <sup>th</sup> Street <i>8143 S 34 ST AB</i>
CITY:	Franklin, WI 53132	CITY:	Franklin, WI 53132
STATE:		ARCHITECT:	DATE OF PLANS:

We hereby submit specifications and estimates for:

*8143 S 34 STREET AB*  
Building Demolition - ~~8134~~ S. 34<sup>th</sup> Street in Franklin, WI  
Bid for Building Demolition, Removal of Contents and Debris  
Bids due on Thursday, July 30<sup>th</sup>, 2015 at 10:00 AM

*AB*  
Razing a wood frame one story single family dwelling with a two car attached garage located at ~~8143~~ S. 34<sup>th</sup> Street in the City of Franklin, WI per plans and specification provided by the City of Franklin Inspection Department and a site visit.

No public records can be found to verify the well depth, therefore the well abandonment is based on a well depth of 100 feet. Any additional footage will be an additional \$7.50 per foot to abandon the well.

Robie's Grading reserves all salvage rights.

We hereby propose to furnish labor and materials — complete in accordance with the above specifications, for the sum of:  
Nineteen Thousand Six Hundred dollars *\$19,600.00*

Payment on completion of work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

*Robert D. Gajewski*  
Robert D. Gajewski, President  
Robie's Grading, LLC

**Acceptance of Proposal**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

Von Drasek  
Excavating & Grading, Inc.  
P.O. Box 363  
So. Milwaukee, WI 53172  
Office & Fax (414) 762-5550

PROPOSAL "Building Demolition - 8143 S. 34<sup>th</sup> Street"

BID FOR: City of Franklin

JOB SITE: 8143 S. 34<sup>th</sup> Street, FRANKLIN WISCONSIN

**WORK DESCRIPTION:**

Buildings:

Wood Frame 1 story Single Family Dwelling with a two car attached garage. The house measures 44 feet by 27 feet with a basement, the attached garage is 21 feet by 27 feet and approximately 1860 square feet in area. The building shall be demolished and all of the building materials, debris as well as the house foundation and basement floor shall be removed, the excavation shall be filled with clean earthen fill. The demolition contractor is responsible to obtain permits. City of Franklin will waive City permit fees.

Total for above..... \$ 28,000.00  
Twenty Eight Thousand <sup>00</sup>/<sub>100</sub> Dollars

Asbestos:

The demolition contractor shall employ or provide an asbestos abatement contractor to do an onsite assessment of the building for asbestos. To secure samples of materials and test for the presence of asbestos and properly remove asbestos containing materials per the State of Wisconsin requirements. The asbestos abatement contractor shall be responsible to complete the required forms and notification to the Wisconsin Department of Natural Resources.

Utilities:

The contractor shall be responsible to have all of the utilities disconnected and or removed from the building. This shall include electrical, natural gas or heating oil and storage tank/s, City of Franklin sewer and water. Water and sewer shall be abandoned per the Franklin Water and Sewer Utility requirements.

Site Restoration:

The building sites shall be re-graded after demolition and shall be restored and seeded with a common species of grass.

Terms: Payment is due in full 15 days of invoice.

## Fred Baumgart

---

**From:** Shoreline Contracting Services, Inc. [shorelinesvcs@aol.com]  
**Sent:** Wednesday, July 29, 2015 3:48 PM  
**To:** Fred Baumgart  
**Subject:** Re: Building Demolition - 8143 S 34 St Street  
**Attachments:** 8143 South 34th Street - Franklin.docx

Please see the attached, and note that we have nothing in the contract for gas/electric disconnection because that cost is not static or controlled by us, fuel tanks, or asbestos work. Also sewer and water disconnection is quoted at the lot line.

Any questions, please call.

Emily Huf / Tony Matuszczak

Shoreline Contracting Services, Inc.  
DBA - American Demolition  
9168 North 124th Street  
Milwaukee, WI 53224  
414-355-1400 Phone  
414-355-1405 Fax  
[www.AmericanDemo.net](http://www.AmericanDemo.net)

-----Original Message-----

**From:** Fred Baumgart <FBaumgart@franklinwi.gov>  
**To:** 'shorelinesvcs@aol.com' <shorelinesvcs@aol.com>  
**Sent:** Mon, Jul 27, 2015 2:06 pm  
**Subject:** 8143 S 34 St demo.docx

Corrected addresses for the property is 8143 S 34 Street

# PROPOSAL

**AMERICAN DEMOLITION**  
9168 N 124<sup>th</sup> Street  
Milwaukee, WI 53224  
414-355-1400 Fax: 414-355-1405

Location of Project Site: 8143 South 34<sup>th</sup> Street - Franklin  
Owner's Agent for Project Site: Fred Baumgart – City of Franklin  
Prime Contractor: American Demolition  
Address: 9168 N. 124<sup>th</sup> Street  
Milwaukee, WI 53224  
Prime Contractor's Agent: Emily J. Huf  
Date of Proposal: July 29<sup>th</sup>, 2015

AMERICAN DEMOLITION hereby proposes to perform all the work required for the following: Demolition and complete foundation removal of a single family residential building with a two car attached garage located at above referenced address. Contractor will provide our standard insurance coverage, demolition and plumbing permits, and all labor, machinery necessary for site clearance. Any additional insurance (if required) beyond our normal coverage will be considered an extra and will be provided at additional cost. Owner is responsible for driveway aprons if they need to be removed or replaced with curbing. All Salvage rights are retained by the contractor upon contract signing. Excavation will be backfilled with clean soil to match surrounding grade, and lot left seeded and mulched for erosion control per city regulations.

### Owner Agrees:

- \* To call WE Energies at 1-866-423-0364 and arrange for gas & electric disconnection for the demolition, & provide Contractor with a letter of completion of disconnection. May take 8 weeks.
- \* Any/All costs for asbestos inspection or abatement is the Owner's responsibility. Inspections can be done by us for approximately \$500-\$1,000.00. Abatement is to be done by others if required.
- \* Price includes disconnect of sewer and water at the lot line only. If disconnection in the main or videotaping of the disconnection is required, that cost is not included and will be charged as an extra.
- \* Does not include removal or pumping of oil tanks, septic tanks, or well abandonment (if any).
- \* Prices quoted are for empty buildings & slab removal based on 4" thickness unless otherwise noted.
- \* Contractor not responsible for damages due to normal use of demolition equipment.

This proposal includes the terms and conditions on the reverse side hereof and any documents specifically referred to above. All work to be performed in accordance with the drawings and specifications (if any) specifically referred to above and to be completed in a substantial and workmanlike manner for the sum of: **\$18,545.00**

(**Eighteen Thousand Five Hundred Forty Five Dollars and 00/100**-----) with payments to be made as follows: Down payment of 25% due at signing, with BALANCE DUE ON COMPLETION of project. Payments more than 30 days past due shall be subject to one and one-half percent per month finance and collection charge.

**AMERICAN DEMOLITION**  
**Emily J. Huf**  
Office Manager

### **ACCEPTANCE:**

The above proposal, including the terms on the reverse side hereof, are accepted. You are authorized to do the work as specified.

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

Signature

Printed

## General Conditions

**Time for acceptance:** This proposal shall expire if not accepted within 5 days of this proposal.

**Performance:** Where no specific date is fixed, we shall be allowed reasonable time to perform the work. The contract price shall be subject to reasonable adjustment if Shoreline is not permitted to commence or continue work for periods of 60 days or longer in the aggregate as a result of delays caused in whole or in part by others. We shall not be responsible for default, damage, loss or delay in performance due to labor trouble, fires, accidents, floods, collapse or other causes beyond our control or due to shortages of materials or transportation facilities.

**Insurance:** We carry public damage and workmen's compensation insurance and consequently will not honor any charges against us for such and similar coverage. Any expense incurred by us for insurance or bond to cover our liability under any "hold harmless" or "indemnity" clause or clause of a similar nature in any contract, specifications, letter of acceptance or notice submitted by you or your contractors which in any way requires us to assume any liability which is not imposed on us by law, shall be paid by you.

**Over-Time:** Unless specifically contracted otherwise, the work is to be performed during regular working hours and upon regular work days.

**Changes in Plans or Specification:** No credit or allowance shall be granted for alterations or modifications in work or materials, unless such credit allowance has been agreed to by us in writing before such alterations or modifications are made. All change shall be in writing.

**Work Not Conforming By Law:** Owner and/or Prime Contractor agree to indemnify and save Shoreline harmless from any damage or loss Shoreline may sustain, directly or indirectly by reason of inaccurate or unlawful plans or specifications or by reason of Owners and/or Prime Contractors failure to comply with any laws, rules or regulations in connection with the performance of this matter.

**Clean Air Requirements:** It is the responsibility of the Owner and/or Prime Contractor who has accepted this contract to advise Shoreline of any conditions known to exist which would subject Shoreline to the EPA rules and regulations dealing with asbestos, beryllium, mercury and any other hazardous substances. It is agreed that failure to so notify Shoreline in writing of known conditions shall subject the Owner and/or Prime Contractor to indemnify and save Shoreline from the requirements and penalties of the Act which may eventuate in connection with this project. Shoreline shall promptly notify the Owner and/or Prime Contractor if it discovers such conditions.

**Acceptance of Work:** Work performed hereunder shall be deemed accepted by the purchaser unless we are notified in writing to the contrary within ten days following completion of the job.

**Other Conditions:** This proposal is based on items visible on site or explicitly specified herein. Any unusual items discovered such as those listed below, but not limited to same, shall be the responsibility of the owner. Such work to be done by Shoreline on a time and material basis or as otherwise agreed. 1) Abandoning hollow walks under sidewalks. 2) Abandoning hollow walks projecting under streets. 3) Sewer and water seals except those located in a single trench. 4) Concrete floors, footings and walls thicker or reinforced more than normal or more than specified. 5) Cutting, shoring or bracing if required, unless specified. 6) Handwork because of common walls, or to protect adjacent property unless specified. 7) Municipal or private utility replacements or relocations, temporary or permanent. 8) Ecological requirements not specifically included in contract. For example; unless explicitly addressed, work does not include removal of paint cans, fuel barrels, contaminated soil, asbestos, etc.

**Miscellaneous:** If acceptance of this offer is made on other than this form, such acceptance shall be subject to the conditions herein. There are no representations, promises, warranties, agreements or understandings not expressed herein. Headings are used for convenience only and are not part of this contract.

## Notice of Lien Rights

As required by Wisconsin construction lien law, Shoreline hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to Shoreline are those who contract directly with the owner or those who give the owner notice within 60 days after they furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction and should give a copy of each notice received to his mortgage lender, if any. Shoreline agrees to cooperate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

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<p><b>APPROVAL</b></p> <p><i>slw</i> </p>	<p><b>REQUEST FOR COUNCIL ACTION</b></p>	<p><b>MEETING DATE</b></p> <p><b>08/04/2015</b></p>
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<p><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p><b>Job Description for the Position of Project Engineer</b></p>	<p><b>ITEM NUMBER</b></p> <p><i>G.11.</i></p>
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Attached is a copy of the recommended job description for the new position of Project Engineer. The job description was reviewed by the Personnel Committee on July 20, 2015. Staff does not disagree with any of the Committee's recommendations so the version presented to the Common Council is the version as approved by the Personnel Committee.

Please note that this item is for approval of the job description only. This action simply creates a position description between the level Engineering Technician IV and Assistant City Engineer. Importantly, approval of the job description is not approval for hiring or filling of the position at this time.

In very general terms, the distinguishing characteristics are that it requires the individual be a Registered Professional Engineer, but it is non-supervisory. Based on the Professional Engineer status, the individual would have lead worker authority throughout the department in the absence of a supervisor.

The grade or wage level will be determined based upon the results of the Classification and Compensation study. If this is approved as requested and the Classification and Compensation study is subsequently adopted as well, the "Salary Status" will be corrected administratively.

Staff recommends approval.

**COUNCIL ACTION REQUESTED**

Motion to approve the Job Description for the position of Project Engineer as presented and as recommended by the Personnel Committee.

## City of Franklin Job Description

**Job Title :** Project Engineer

**Department :** Engineering

**Reports To :** City Engineer

**Salary Status :** Grade Level (To be determined through the Classification & Compensation Study)

**Prepared By :** Glen Morrow, City Engineer

**Prepared Date :** June 2015

**Approved By :** Common Council

**Approved Date :**

**Summary :**

Under the general direction of the City Engineer, the Project Engineer plans, designs, develops, coordinates, and directs large scale Public Works projects. Assists the City Engineer and Assistant City Engineer in all aspects of the Assistant City Engineer's job.

**Essential Duties and Responsibilities:** include the following. Other duties may be assigned.

Scope, develop, design, write construction documents, bid services, and administer construction of storm sewer, sanitary sewer, transportation, potable water, and other public works projects.

Prepare specifications for projects, operations, materials, and major equipment purchases for the Public Works Department.

Coordinate street maintenance, drainage, and park development plans with the Public Works Department.

Evaluate needs and requirements, and prepare capital improvement programming.

Maintain annual records of contributed capital, which includes all new and major rehabilitated public infrastructure within the City.

Assist the Sewer & Water Superintendent and Public Works Superintendent in the operation of their respective departments.

Attendance at occasional evening meetings may be required.

Answer telephone and mail inquiries from general public and technical persons relative to public works projects and other concerns requiring answers of an engineering matter.

**Supervisory Responsibilities :**

No direct supervisory responsibilities. Serves as lead worker in the Engineering, Public Works, and Sewer and Water Departments in the absence of a supervisor.

**Qualifications :**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**Education and/or Experience :**

Bachelor's degree (B. S.) from four-year college or university in Civil Engineering; five years related experience and/or training; or equivalent combination of education and experience.

Working experience with Public Works and/or Sewer and Water Department operations would be beneficial.

**Language Skills :**

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write project specifications, reports and correspondence. Ability to speak effectively before groups of citizens and at public and technical meetings.

**Reasoning Ability :**

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several variables in standardized situations. Ability to formulate, initiate, and administer policies and procedures affecting the Public Works Department, Water Utility and Engineering Department.

**Computer Skills :**

An individual should have knowledge of GIS and its application; AutoCAD, Microsoft Word, Outlook and Excel software; copy machine (fax and scanning), telephone, and calculator. Working knowledge of mechanical equipment of water utility and SCADA control system preferred.

**Certificates, Licenses, Registrations :**

Registered Professional Engineer

Valid Driver's License

**Physical Demands :**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl and talk or hear. The employee must occasionally lift and/or move up to 50 pounds. Specific

vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus.

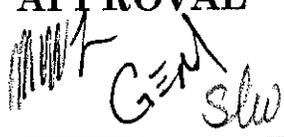
**Work Environment :**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is occasionally exposed to wet and/or humid conditions; moving mechanical equipment; potentially high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions; risk of electrical shock and vibration. The noise level in the work environment is usually moderate.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them for the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>08/04/2015</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Amending the Authorized Positions for Engineering and Public Works Administration Eliminating One Engineering Technician and Authorizing One Project Engineer</b>	<b>ITEM NUMBER</b> <i>G.12,</i>

In 2015, the Engineering Department had a Tech IV (Michael Budish) retire in April and the Tech III was promoted to the Tech IV position (Ronnie Asuncion) in June. Rethinking the needs and roles of the Department, the staff would like to perform more minor design projects that are currently being designed by consultants. Some examples of these projects include sidewalks/pathways, park/playgrounds, storm/drainage improvements, sewer/water extensions and replacements, etc. Some projects are needed immediately and others could be designed and ready for a future construction. The Engineer and Assistant City Engineer have the abilities to perform the designs, but lack the workload capacity. In addition, the Department has implemented a strong emphasis on cross-training. To satisfy the needs and the roles desired by the Department, it is proposed that a replacement Engineering Technician III not be hired at this time but be replaced with a Project Engineer that could lead the design of smaller projects while cross-training with the Assistant City Engineer. This person would be a licensed Professional Engineer with design experience able to learn the duties of the Assistant City Engineer and lead the technicians in scoping, survey, drafting, and design of minor projects.

Such a position would provide additional benefits in addition to this primary need for greater design service capacity. For example, it is worth noting that having an additional registered Professional Engineer (PE) on staff at this time would also aid in succession planning as the new PE would have the ability to learn and train directly with the Assistant City Engineer. The transfer and retention of organizational knowledge is a key component of succession planning and this is best achieved with overlapping service. The additional PE on staff would provide more ready access to a higher level of technical proficiency that could support the Engineering Technicians during field work. Similarly, the additional PE could enable quicker evaluation of and response to State and County plans and designs that are provided to the City. In some instances, the quicker the City can react to State and County plans, the more likely the City can impact those plans and designs.

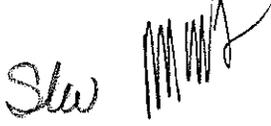
The Director of Administration notes that it is not possible to precisely calculate the potential impact on the current and future budgets because the Classification and Compensation study is not yet adopted, and the final salary range for this position would be established as a component of that study. Similarly, the starting wage can be impacted by the candidate's experience and salary history. It can, however, be reasonably estimated that the salary range for the Project Engineer would fall between that of the Engineering Technician IV and the Assistant City Engineer.

Given that estimated range, authorizing the position will not impact the 2015 budget. The Director of Administration estimates that given the savings from the retirement vacancy and the additional savings from the current Engineering Technician IV no longer being at the top of the range (as the retired individual was) and given the absolute quickest an authorized vacancy could be filled, the 2015 budget will still very likely see a salary savings of at least \$15,000 after hiring a Project Engineer. The change in authorization could have some impact on the 2016 budget which can be more fully addressed during the upcoming budget process. The Director of Administration estimates that the 2016 budget, compared to the 2015 budget, would require an additional \$6,700 to \$13,700 (again, dependent upon the class and comp study and the individual's experience). From a worst case scenario looking at expenditures, not appropriations, one could conclude the potential difference in cost between a new, lower-end Engineering Technician III and a Project Engineer to be in the neighborhood of \$16,000 to \$23,000 at most. On the other hand, if a Project Engineer is not approved and the Engineering Technician III is filled internally, these numbers are reduced by about \$4,200.

The City Engineer strongly believes the limited potential budgetary impact will be outweighed by the positive service impacts and increase in the department capabilities. The Director of Administration supports succession planning and, from that perspective, believes this marginal investment now will net efficiencies and positive benefits over the course of the next two to five years. Staff recommends approval.

### **COUNCIL ACTION REQUESTED**

Motion to amend the Authorized Positions for Engineering and Public Works Administration eliminating one Engineering Technician and authorizing one Project Engineer.

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>8/04/2015</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Agreement for Engineering Services for the Franklin Senior Meal Program Site Kitchen Area Roof Venting 2015 CDBG Project</b>	<b>ITEM NUMBER</b>  <i>G.13.</i>

The City recently received the approved CDBG contracts for 2015. One of those projects is the Franklin Senior Meal Program Site Kitchen Area Roof Venting. The purpose of the project is the installation of proper roof venting and air exchange for the kitchen area to improve the functionality of the kitchen area, to better comply with current building codes, and to eliminate the kitchen's impacts throughout City Hall.

In order to commence this project, it is necessary to engage an engineer for design services. The ventilation has to be properly sized, controls and system balancing has to be addressed, and plans need to be prepared for contractors. The firm of Liechty & Associates Inc. Consulting Engineers is a small firm out of Elm Grove that previously worked for us on a boiler replacement project. They provided timely, cooperative services.

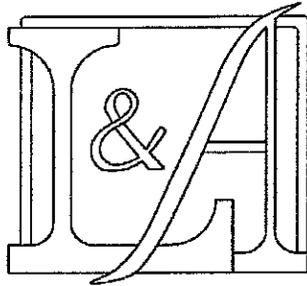
Attached is a draft proposal from Liechty & Associates Inc. for the design, plan preparation, and project monitoring. The final proposal will incorporate the City's boilerplate language as to be approved by the City Attorney. The total fee for services is \$3,500, all of which is covered by Community Development Block Grant funding.

The Director of Administration recommends approval.

### COUNCIL ACTION REQUESTED

Motion to Authorize the Director of Administration to accept and execute a proposal for engineering services for the Franklin Senior Meal Program Site Kitchen Area Roof Venting 2015 CDBG project, in a form approved by the City Attorney.

DRAFT



**LIECHTY & ASSOCIATES INC.  
CONSULTING ENGINEERS**

15220 GEBHARDT ROAD, ELM GROVE, WI 53122  
PHONE: 262-366-3676, FAX: 262-784-4199  
E-MAIL: [rliechtype@MSN.com](mailto:rliechtype@MSN.com)

January 8, 2015

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

Attention: Mr. Mark W. Luberda  
Director of Administration

RE: Senior Dining HVAC modifications – Franklin City Hall

Dear Mark,

I am pleased to propose HVAC Engineering services for the above referenced work. We will prepare plans and specifications on your behalf to solicit competitive Bids for Mechanical equipment installation. The Scope of services is generally defined as follows:

- Prepare plans to provide and install a new roof exhaust fan and associated controls to serve the Senior Dining area.
- Prepare specifications for installation of new HVAC equipment, controls and air system balancing.

These services will include the following:

- Measuring and assessing on-site conditions.
- Sizing and selection of new HVAC equipment
- Specifications for new equipment.
- Preparation of AutoCad 2014 drawings for documentation and local plan review.
- Answer questions during project bidding and construction.
- Provide assistance in reviewing Bids for installation.
- Review of shop drawing submittals.
- Prepare a punch list following installation prior to project completion.

Review and permit fees for State of WI plan review and approval are not included. Printing and distribution costs will be billed as reimbursable at our cost. Terms and conditions of a standard NSPE (National Society of Professional Engineers) EJCDC (Engineers Joint Contract Document Committee) letter agreement between Owner and Engineer would apply.

It is my understanding that the preparation of the "Front-End", General Conditions, Supplementary General Conditions, Instructions to Bidders, Bid Forms and Owner-Contractor Agreement contractual documents will be prepared by the City of Franklin.

January 8, 2015 – PAGE 2  
City of Franklin  
Franklin City Hall  
Senior Dining Exhaust  
Engineering Services Proposal

In addition, the City will also handle the Advertisement for Public Bid and distribution of the Bidding Documents.

The Mechanical Engineering portion of the Bid Documents is hereby proposed to be prepared by Liechty & Associates Inc.

For the above outlined HVAC engineering work I am proposing a fee of \$3,500.

If you would elect to retain our services, please indicate by signing below and returning a copy of this proposal to our office.

If you should have any questions, please do not hesitate to call. Thank you for allowing me to propose the services of Liechty & Associates Inc.

Respectfully,

Randall L. Liechty, P.E., LEED AP  
President

Accepted By: \_\_\_\_\_ Date:

rl

CITY ATTORNEY BOILER PLATE LANGUAGE TO BE INCORPORATED

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