

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: Selection of alternate design for the reconstruction of S. North Cape Road (full length)	1/21/14 ITEM NO. <i>6.7.</i>

BACKGROUND

Please be advised that City staff has worked with the staff of Milwaukee County on two alternates for the reconstruction of S. North Cape Road. Alternate One is a design of a standard Milwaukee County design with a rural section (with ditches) not including walk/path. Alternate Two is an urban design (with curb & gutter and storm sewer) which includes a walk/path. A rural design with sidewalk was not prepared due to the significant disturbance of the area. Both alternatives include the minimum width bike accommodations on both sides as required by the State Department of Transportation (WDOT).

ANALYSIS

County staff has indicated that in order to complete a portion of the reconstruction in 2014, a decision in January 2014 must be made to allow plans to be completed for bidding this year. It appears that the County plans to phase the project over two years with the north portion being completed in 2014 and the south portion completed in 2015.

An informational meeting was held last Tuesday with the residents abutting S. North Cape Road. This was a County meeting with the invitations sent out by the County's consultant. At this meeting, staff answered questions regarding both alternatives and the residents were given an opportunity to fill out a comment sheet expressing their preferred alternative and provide comments. See attached comment sheets, attendance sign-in sheet and County handout distributed at the informational meeting.

OPTIONS

If a portion of the project is to be completed in 2014, the County staff has indicated that a decision on the selection of an alternative needs to be made during the month of January, 2014.

FISCAL NOTE

The City's 2014 budget contains \$800,000 for the reconstruction of S. North Cape Road in urban section. The revised estimate cost is \$1,033,852.02, approximately half the cost of the project will be expended in 2014 with the other half in 2015. The above cost includes the utility adjustments of \$94,070.00 which would be taken from sewer and water funds. The City costs then totaling \$939,782.02. See attachments.

RECOMMENDATION

Decision if the City still plans to proceed with the project based on the comments from the informational meeting and the selection of either Alternative 1 or 2.

JMB/sg
 Encl.

CITY OF FRANKLIN ESTIMATED PROJECT CONSTRUCTION COSTS				
S. North Cape Rd. (CTH J)- Hi-View Dr. to Carroll Cir.				
City of Franklin PATH Estimated Construction Costs				
City of Franklin Preferred Alternative #2				
8-Foot PATH in Urban Section				
S. North Cape Rd. (CTH J)- Hi-View Dr. to Carroll Cir.				
Item	Unit	Quantity	Unit Price	Total
HMA Pavement Type E-1	Ton	2,230	\$52.00	\$115,960.00
Asphaltic Material PG58-28	Ton	130	\$170.00	\$22,100.00
Tack Coat	Ton	240	\$11.00	\$2,640.00
Base Aggregate Dense 3/4 -Inch	Ton	5,590	\$12.00	\$67,080.00
Common Excavation	CY	2,520	\$3.00	\$7,560.00
Borrow Excavation	CY	2,520	\$6.00	\$15,120.00
Storm Sewer	LF	8,180	\$50.00	\$409,000.00
Manholes	EA	20	\$1,800.00	\$36,000.00
Manhole Covers	EA	20	\$525.00	\$10,500.00
Inlets	EA	55	\$900.00	\$49,500.00
Inlet Covers	EA	55	\$525.00	\$28,875.00
Curb Ramp Detectable Warning Field	SF	80	\$33.00	\$2,640.00
City of Franklin PATH Estimated Construction Costs:				\$766,975.00
+ 15% Engineering & Contingencies:				\$115,046.25
*Total City of Franklin PATH Estimated Construction Costs:				\$882,021.25
<i>*The above Estimated PATH Construction Costs reflects the County's best estimate to-date. The City of Franklin will be billed based on the actual costs. As the design of the project moves forward, the Estimated PATH Construction Costs will be updated accordingly.</i>				
City of Franklin UTILITY WORK Estimated Construction Costs				
City of Franklin Preferred Alternative #2				
UTILITY WORK				
S. North Cape Rd. (CTH J)- Hi-View Dr. to Carroll Cir.				
Item	Unit	Quantity	Unit Price	Total
Sanitary Manholes Reconstructed	EA	24	\$2,500.00	\$60,000.00
Sanitary Manholes Adjusted	EA	9	\$1,200.00	\$10,800.00
Water Valve Adjusted	EA	4	\$500.00	\$2,000.00
Hydrant Relocated	EA	3	\$3,000.00	\$9,000.00
City of Franklin UTILITY WORK Estimated Construction Costs:				\$81,800.00
+ 15% Engineering & Contingencies:				\$12,270.00
*Total City of Franklin UTILITY WORK Estimated Construction Costs:				\$94,070.00
<i>*The above Estimated UTILITY WORK Construction Costs reflects the County's best estimate to-date. The City of Franklin will be billed based on the actual costs. As the design of the project moves forward, the Estimated UTILITY WORK Construction Costs will be updated accordingly. If the City of Franklin decides to perform the UTILITY WORK with City of Franklin forces, the above estimated utility work costs will not be part of the project.</i>				
TOTAL CITY OF FRANKLIN ESTIMATED PROJECT CONSTRUCTION COSTS:				\$976,091.25
(PATH + UTILITY WORK AS ESTIMATED ABOVE)				

CITY OF FRANKLIN PROJECT DESIGN COSTS		
S. North Cape Rd. (CTH J)- Hi-View Dr. to Carroll Cir.		
City of Franklin PATH Design Costs		
City of Franklin Preferred Alternative #2		
Urban Section		
S. North Cape Rd. (CTH J)- Hi-View Dr. to Carroll Cir.		
Design Task	Total	Remarks
Path Design based on Alternative Analysis	\$ 13,309.31	This is half of the cost of the Alternative Analysis (\$26,618.62)
Storm Sewer/Storm Water Design for Urban Section	\$ 44,451.46	Level of Effort previously provided by the consultant
City of Franklin PATH Design Costs:	\$ 57,760.77	
Total City of Franklin PATH Design Costs:	\$ 57,760.77	
TOTAL CITY OF FRANKLIN PROJECT DESIGN COSTS:	\$ 57,760.77	
(PATH)		

TOTAL CITY OF FRANKLIN ESTIMATED PROJECT COSTS:	\$ 1,033,852.02
(DESIGN & CONSTRUCTION)	



City of Franklin

Date: January 14, 2014
To: Jack Bennett
From: Paul Rotzenberg, Director of Finance & Treasurer *PR*
Subject: North Cape Road project financing

You requested finance feedback on financing the North Cape Road project considering the recent revised cost estimate coming from the County. That estimate puts the project cost at \$1,033,852 (while the 2014 budget had the project cost at \$800,000).

As the costs were described in the revised County estimate, \$94,070 are Sewer & Water related and resources would be sought from those funds. The City portion would then be \$939,782. Since the 2014 Budget appropriated \$800,000, a budget amendment would be advisable to either:

1. Transfer \$139,782 of the \$1,025,000 parks land acquisition and development appropriation to the N Cape Road appropriation, or
2. Increase the appropriation for N Cape Rd by \$139,782 or
3. As the council deems appropriate.

Option 1 would not require any new resources to fund the expenditure.

Option 2 would either

require additional resources (borrowing or other source) or
reduce available fund balance.

Option 3's resource requirements would depend upon the direction council took.



Himalayan Consultants, LLC

Engineers and Hydrogeologists

Public Informational Meeting, January 14, 2014

S. North Cape Road (CTH J)
WH020151

From Hi View Drive to S. Carroll Circle

Country Dale Elementary School, 7380 S. North Cape Road, Franklin, WI

Name:	Address	Phone Number:	Email:
Steve Boehme	12325 W 14th St	(414) 529-0536	Steve.Boehme@wi.ark.com
DAVE DETHARDT	7316 So No Cape Rd.	414 529-1813	
Juli Stefanczyk	7803 S. North Cape	414-350-7717	juli.wallflower@gmail.com
MICHAEL BEHRENS	12326 W Meshane Rd	(414) 529-3003	BEHRENS.MICHAEL5@YAHOO.COM
Jennifer Pisto	7751 S North Cape Rd	414-416-5704	jenetampisto@yahoo.com
JAMES Couillard	7841 S North Cape	714 425 9592	FLINTSTONESTUDIOS@WI.ARK.COM
Todd Steiner	7321 S. North Cape Rd	414-659-3199	
Jackie Clark	7661 S North Cape	414-525-0997	
Jack Clark	7661 S North Cape	414-525-0997	
H. Lutz	11760 W Birchwood	414-495-0843	
J. Korman	7341-S-North Cape	914-477-8002	
Jovan Jovanich	7341-S-North Cape	414-477-8002	



Himalayan Consultants, LLC

Engineers and Hydrogeologists

Public Informational Meeting, January 14, 2014

S. North Cape Road (CTH J)

WHO20151

From Hi View Drive to S. Carroll Circle

Country Dale Elementary School, 7380 S. North Cape Road, Franklin, WI

Name:	Address	Phone Number:	Email:
JORGIE KUMARER	2970 N.W. CAPE RD.	(414) 368-3310	
ROBERT STURANSKI	2035 S. NORTH CAPE RD.	414-425-0242	
FRENCH BRUGGER	6821 S. 118 ST.	414-425-4824	
PRISCILLA BRUGGER	"	"	
SHARLY HEANE	7045 S. NORTH CAPE RD.	414-425-6727	
BOB BRIDGI LARK	7618 S. NORTH CAPE RD.	425-9129	
CARLON + METCALF	7176 S. N. CAPE RD.	425-8879	
BRYAN + PAT O'DONNELL	12020 W. ST. MARTINS RD.	414-425-0539	
LINDA GREENFIELD	12048 W. WOODCREST CIR.	425-6325	
STEPHEN NICHOLS	6023 S. NORTH CAPE RD.	425-4648	
SUELIN CASTLEMAN	11225 W. SCHAEREN DR.	425-5797	
ROBERT C HARTMAN	11901 W. ST. MARTINS RD.	425-8498	



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Public Informational Meeting, January 14, 2014

S. North Cape Road (CTH J)

WH020151

From Hi View Drive to S. Carroll Circle

Country Dale Elementary School, 7380 S. North Cape Road, Franklin, WI

Name:	Address	Phone Number:	Email:
CEAN CARROLL	6915, N. ...		
Gi'SULLIS/Sydney	11690 Sunnybrook	414-321-6530	
John Bennett	9229 W. Leomin Rd	414-425-7514	Jbennett@FraxShaw.org
TIM KENOLIN	7405 NORTHCAP RD	414 529-4168	
Don Fister	7751 S NORTHCAP RD	414 510-6669	
Mary Jo Harrison	Franklin Public School	414-651-8556	
WES ELBERT	7261 S. NORTH CAPE	587-5865	
Sandra Cistret	7001 S. NORTH CAPE	5292641	
Ron Remus	9229 W. Leomin Rd	425-7510	
SIM BARTNICKI	7712 TERRACE	425-8412	
Carol Anninski	68405 North Cape R	414-529-0059	
Ed & Dawn Bennett	6888 S North Cape	425-8637	



Himalayan Consultants, LLC

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Public Informational Meeting, January 14, 2014

S. North Cape Road (CTH J)

WH020151

From Hi View Drive to S. Carroll Circle

Country Dale Elementary School, 7380 S. North Cape Road, Franklin, WI

Name:	Address	Phone Number:	Email:
Mike Mundek	6930 S North Cape	414-529-0684	terrimumdek@yahoo
Scott Sparrow	7700 S. North Cape Rd	(414) 350-7275	
Bill Pless	7764 S. North Cape	414-531-5234	gfdstump23@aol.com
Arita Nickerson	12001 W. Scherren Dr.	414-425-8019	
GOLLWITZER	6887 S. North Cape	414-425-8936	JGOLLWITZER@TDS.NET
Debbie Brock	7806 S. North Cape Rd	414-425-5528	Kidnme@sbcglobal.net
TOM BALTHAZAR	7618 S. North Cape Rd	414-704-6351	
JIM HANSEN	7638 S. North Cape	414 425-1116	
Peter Neureuther	6780 S North Cape Rd	414-529-9558	peterneureuther@yahoo.com
Das Meyer	10670 W. Candelabra		
PATRICIA BANDUR	7220 S. North Cape Rd	414-525-9703	
Chanelle Vinsnick	6605 S. North Cape Rd	414 427-0500	



Himalayan Consultants, LLC

Engineers and Hydrogeologists

Public Informational Meeting, January 14, 2014

S. North Cape Road (CTH J)

WH020151

From Hi View Drive to S. Carroll Circle

Country Dale Elementary School, 7380 S. North Cape Road, Franklin, WI

Name: _____ Address _____ Phone Number: _____ Email: _____

Anna Jankubovich	12241 W. Woods Rd	425-8049	MIW.COTY.
ANGELA WEDME-HENNING	MCDOT REP.		
Babs Fesler	6799 S. 118th	414 530-6265	ukrainium@yahoo.com
Nick Gross	6780 S North Cape	514-421-9804	JANET.EVANS@FRANCHISE.IL12.WI.US
JANET EVANS		427-61168	renee_mcc@sbcglobal.net
Renee M. Naman	7217 S North Cape Rd	425-3804	
MARK ROBERTS	11420 W WOODS RD	759-3936	
GREG SAKSEN	7771 S. NORTH CAPE		
DAVID SAKSEN			
CHUCK PORTER	7946 S NORTH CAPE	414 425 9008	
SHARON PORTER	7946 S. NORTH CAPE	414 425 9008	
NANCY STANGLER	11580 W. WOODS RD	425-3385	nkoehis9379@sbcglobal.net



Himalayan Consultants, LLC

Engineers and Hydrogeologists

Public Informational Meeting, January 14, 2014

S. North Cape Road (CTH J)
WH020151

From Hi View Drive to S. Carroll Circle

Country Dale Elementary School, 7380 S. North Cape Road, Franklin, WI

Name:	Address	Phone Number:	Email:
Danielle Michaels	6623 So N. Cape Rd	425 4648	Michaels_family@hotmail.com
Richard Perry	1744 S. N. Cape Rd	425-5885	
Steve F. Taylor	2812 W. H. 11th Pl	301-9786	Steve.Taylor@Milwaukee.com
JOHN R. NELSON	7787 S. North Cape Rd	587.0587	JJNELSON@WI.NA.COM
Rick Mudge	First Student	422-2220	Rick.Mudge@Firstgroup.com
FRED KNEUPEZ	5659 W CASCADE	421-2603	FREAKY@HOTMAIL.COM
JERRY GRANT	11701 SUNNYBROOK RD	425-4345	JERG.JAGGC@F.RL.COM
ROBERT KOTROWSKI	7660 S. NORTH CAPE RD	425-3340	BPROGER06@ATT.NET
Dawn Bemberek	7421 S. North Cape Rd	425-1691	sdkj@hboeive.com
Deann Shirley Bruemmer	7881 S. North Cape Rd	427-4882	drbruemmer@yahoo.com
Diana + John Sumbal	11860 W 34th Ave		
Thomas Nelson	6800 S. North Cape	529-0726	THANELSON@SAGEGLOBAL.NET

S. North Cape Road Reconstruction

February 14, 2014

4:30 - 7 p.m.

SIGN IN SHEET

Name: AD Kristen Wilkin Address: 6874 S. North Cape Rd Daytime Ph. #: 414-238-3772

Email Address: KWilkin@Franklin.wi.gov

Name: Mike Nuoffer Address: _____ Daytime Ph. #: _____

Email Address: mnuoffer@gmail.com

Name: Paul Rotzenberg Address: 6713 W River Pointe Daytime Ph. #: _____

Email Address: _____

Name: Grant + Janine Zacher Address: 6811 S. North Cape Daytime Ph. #: 414 4250388

Email Address: _____

Name: KEVIN STEFANZIK Address: 7803 S. North Cape Rd Daytime Ph. #: 262-260-3904

Email Address: _____

Name: Scott Cherek Address: 7309 So. North Cape Rd Daytime Ph. #: 414-529-2731

Email Address: scottcherek@gmail.com

Name: Jon Wobitz Address: 4039 Cypress Lane Daytime Ph. #: 414 523-797

Email Address: _____

Name: Barb Schroeder Address: 11642 W Rawson Daytime Ph. #: 425-8071

Email Address: none

Name: Sharon + Jan Larson Address: 7880 S. North Cape Rd Daytime Ph. #: 529-2913

Email Address: _____

Name: Rick Slama Address: 11823 W. Scherrie, DR Daytime Ph. #: 427-0601

Email Address: RSlama1@aol.com

S. North Cape Road Reconstruction

February 14, 2014

4:30 - 7 p.m.

SIGN IN SHEET

Name: Randy & Linda Hayes Address: 7361 S. North Cape Rd Daytime Ph. #: 414 425 8361
Email Address: RANLIN10@ATT.NET

Name: KEVIN HALEY Address: 8945 S 116th ST Daytime Ph. #: 414-257-6242
Email Address: kevin.haley@milwaukeewisconsin.gov

Name: NATHAN FABRY Address: 7508 S. Northcape Rd Daytime Ph. #: 414 425-9913
Email Address: RCKFABRY@Gmail.com

Name: Mark & Karen Fairbanks Address: 11531 W. Juliet Ct Daytime Ph. #: 427-9523
Email Address: mktfairbanks@kailupe.com

Name: BASIL RYAN Address: 10791 S 27th Daytime Ph. #: 423-5481
Email Address: BRIDRYAN@SRGLOBAL.NET

Name: DAH CHEYNE WISKE Address: 16737 S. NORTH CAPE RD Daytime Ph. #: 529-3225
Email Address: wiske@sbcglobal.net

Name: Mrs. Michael Kochis Address: 6641 S. Northcape Daytime Ph. #: 427 1716
Email Address: mkoichis9379@sbcglobal.net

Name: Deb Gonnella Address: 11924 W. Scherrei Daytime Ph. #: 661-4627
Email Address: debg@wi.rr.com

Name: Jeannie Kostick Address: 2312 S Scherrei Daytime Ph. #: 610-7865
Email Address: JKostick@WFRR.com

Name: RANDY DILLIG Address: 7940 S. NORTHCAP Daytime Ph. #: 427 0759
Email Address: _____

S. North Cape Road Reconstruction

February 14, 2014

4:30 - 7 p.m.

SIGN IN SHEET

Name: DENNIS + CAROLE JUNGBLUTH Address: 7164 S. NORTH CAPE RD Daytime Ph. #: 579-6908
Email Address: _____

Name: RANDY RUTEN Address: 7621 MISSION HILLS DR Daytime Ph. #: _____
Email Address: _____

Name: David C. Faulk Address: 7547 RIVERVIEW Daytime Ph. #: 414-277-6368
Email Address: DFaulk@msd.com

Name: _____ Address: _____ Daytime Ph. #: _____
Email Address: _____

Name: _____ Address: _____ Daytime Ph. #: _____
Email Address: _____

Name: _____ Address: _____ Daytime Ph. #: _____
Email Address: _____

Name: _____ Address: _____ Daytime Ph. #: _____
Email Address: _____

Name: _____ Address: _____ Daytime Ph. #: _____
Email Address: _____

Name: _____ Address: _____ Daytime Ph. #: _____
Email Address: _____

Name: _____ Address: _____ Daytime Ph. #: _____
Email Address: _____

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME:

JIM BARTNICKI

DATE:

1/14/2018

ADDRESS:

7718 TERRACE DR

FRANKLIN, WI. 53132

COMMENTS:

USING THE WHISTLER ROAD RATING SYSTEM
70% - 80% OF THIS ROAD WOULD RATE 1 OR 2,
SOME SECTIONS BETWEEN ST. MARTINS & HI VIEW
MIGHT RATE AS HIGH AS 3 OR 4. BASICALLY THE BASE
IS GONE, THE RURAL SECTION WOULD LOOK NICE
AFTER CONSTRUCTION, BUT IN 3-5 YEARS WE WOULD HAVE
THE SAME PROBLEMS BECAUSE THE BASE WAS PATCHED.
THIS ROAD NEEDS A TOTAL NEW BASE AND DRIVING
SURFACE INSTALLED WITH ADDITIONAL ATTENTION
GIVEN TO DRAINAGE AND RUNOFF. A ROAD BUILT
TO URBAN SPECIFICATIONS WOULD GIVE US A 30-40
YEAR ROAD THAT WOULD REQUIRE MINIMAL ANNUAL
MAINTENANCE.

IN MY OPINION THE ONLY PRACTICAL ALTERNATIVE
WOULD BE A TOTAL RECONSTRUCTION USING THE
URBAN SECTION ALTERNATIVE.

Return to:

Joe Jolie, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022

email: jjolie@himalayanllc.com

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME:

R. Jolie & Barbara Piotrowski,

DATE: _____

ADDRESS:

7610 SO North Cape

COMMENTS:

*Road is awful - no shoulder
for walking. I have an
urgent plan. The sooner the
better. Don't have another
winter of a substandard road*

*What is the time line
for start work?*

Return to:

Joe Jolie, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022

email: jjolie@himalayanllc.com

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME: William Pless DATE: 1-14-14

ADDRESS: 7764 S. North Cape Rd
Franklin

COMMENTS: I am in Favor of the Rural plan.
Please No path way

Thank you
William Pless

Return to:
Joe Jofe, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022
email: jjofoe@himalayanllc.com

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME:

JUDGE VALADEZ

DATE:

01/14/14

ADDRESS:

7970 NT. CAPE RD.

FRANKLIN WI. 53132

COMMENTS:

I' AGREE

Return to:

Joe Jolie, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022

email: jjolie@himalayanllc.com

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014

4:30 - 7 p.m.

Barb Schroeder

Name

11642 W Rawson Ave

Property Address

414 425-8071

Phone Number

Email Address

I like the idea of some sort of walking path, as I have grandkids + walking or riding bikes is taking your life in your hands, when we try to cross, BUT I think it could be on both sides done with putting more road where the gravel is now. nothing would need to be wider or changed. just more road instead of gravel,

Please use back side if necessary.

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014

4:30 - 7 p.m.

Scott Cherek

Name

7309 So. North Cape Road

Property Address

(414) 333-4989

Phone Number

scott.cherek@gmail.com

Email Address

My family (of 6) is significantly in favor of
Alternative 2 - The Urban Section
Reconstruction.

This option allows for the continued
growth of our 150-year old oak trees -
and other neighbors who have similar
legacy trees on the west side of the
street.

Please use back side if necessary.

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014

4:30 - 7 p.m.

Karen Fairbanks
Name

11537 Janet Court
Property Address

Phone Number

mkfairbanks@milwpc.com
Email Address

As an employee for a large metropolitan school/district I know bus lanes can be redesigned in land locked areas which Country Dale's not, why are buses not entering & exiting from the back of the school onto Forest Home. Can be done email me.

Thanks
Karen Fairbanks

Please use back side if necessary.

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014

4:30 - 7 p.m.

Carole Jungblut
Name

7164 S. North Cape
Property Address

414-529-6908
Phone Number

crj_blt@ yahoo.com
Email Address

GRIND IT DOWN

HALL IT AWAY

New Rd. side grove/

Leave drainage ditches

No Brainer

Rural

Please use back side if necessary.

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014
4:30 - 7 p.m.

Danielle Michaels

Name

6623 So North Cape

Property Address

414 425 4648

Phone Number

michaels_family@hotmail.com

Email Address

So on rural Sect you take out my 100yr old Oaks but leave most for Urban Sect

~~When~~ You take more land for ditch - that's rural? I want my trees paved ^{if I go along} ~~with~~ ^{into} ~~the~~ ^{the} ~~lane~~ ^{lane} ~~to~~ ^{to} ~~save~~ ^{save} it

The curve towards Forest Home is extremely tight - I've had cars in the

ditch not being able to manage the turn (bad weather & drunk) no one follows the speed limit & then tries to take the turn - even turning from N Cape onto Forest Home

travelling N is a tight turn. A lady died this last summer from this problem

all to appease Menards - ^{Definite stop signs before Carrol?} ~~Can't get a cul de sac~~ a cul de sac - close off

N Cape to Forest Home The path IFT is extremely wide, we are residential with large lots - the children should not be riding bikes towards Forest Home + speedway. When is the least restrictive but at what cost to the

tax payer?

Please use back side if necessary.

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME:

Claudia Virsaickis

DATE:

1/14/14

ADDRESS:

6605 S. North Cape
Franklin 53132

COMMENTS:

No Sidewalks, No Widening of Street
Just Repave Street and leave
it as is!

Make Road a dead end at
North Cape & Carroll Circle

The road is very dangerous w/all
traffice from Woods Road
1 woman was killed and 2
cars flew into the ditch in front
of my house within the last 6 mos.

Return to:

Joe Jolle, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022

email: jjolle@himalayanllc.com

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014

4:30 - 7 p.m.

Juli Stefanczyk
Name

7803 S North Cape
Property Address

Phone Number

juli.wallflower@gmail.com
Email Address

I am not opposed to improvement that meet the State requirements. I prefer the least intrusive option, but I believe there are other options or combinations of concepts that have not been considered that would maintain the aesthetics of our neighborhood & the value of its history & longevity while still meeting state reqs. Look into "Rustic Roads" or ideas similar to this concept. We should be able to make our road safe & sound, without stripping it of what makes it beautiful.

Please use back side if necessary.

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME: Mike Mudek DATE: 1-14-13

ADDRESS: 6930 S. NORTH CAPE
Franklin, WI 53132

- COMMENTS:
- Alternative 1 seems less invasive to our property - would like to see final actual impact
 - Urban seems to make more sense but has bigger impact to ^{our} East side property
 - propose to shift road to equally impact west side to allow for multiuse path
 - feel path "is" important based on bike, walking + jogging pedestrian traffic
 - would limit ~~width~~ ^{width} size of path to be minimal
 - also level road more so people are easily visible from both directions.

Return to:

Joe Jolie, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022

email: jjolie@himalayanflc.com

- what will happen with utilities

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME: JOHN NELSON

DATE: 1/14/14

ADDRESS: 7787 S. North Cape Rd
Franklin, WI 53132

COMMENTS: THE ROAD NEEDS TO BE REPLACED,
JUST THE ROAD, WE NEED TO
REMOVE THE EXEMPTION.
- NO SIDEWALK, NO GUTTERS, NO STORM
DRAINS.

THE RESIDENTS ONLY WANT A ROAD.
2
[Signature]
A RUSTIC ROAD STATUS ??

Return to:

Joe Jolie, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022
email: jjolie@himalayanllc.com

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME:

Jeanette & Donald P. Pister

DATE:

1-14-2014

ADDRESS:

2751 S North Cape Road
414-416-5704

COMMENTS:

What about ^{Rustic} ~~Historic~~ Road
classification?

If between the two we
vote Urban.

Return to:

Joe Jolie, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022

email: jjolie@himalayanllc.com

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014
4:30 - 7 p.m.

GRANT ZACHER

Name

6811 S. North Cape Rd

Property Address

414-425-0388

Phone Number

Email Address

RAISE TAXES?

which side road-only ~~one~~ one side needed
disruption of mail & services

Dates of plan to do?

lower speed limit to 25 mph because everybody
goes five over anyway!

Road has to be removed totally and
started over from scratch. Capping
& sealing does not work!
what about a 4' bike/pedestrian path
on one side of asphalt instead sidewalk

Please use back side if necessary.

COMMENT CARD
FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME: Diane + John Sanborn DATE: 1/14/14

ADDRESS: 11860 W 36 Martins Rd
Franklin, WI 53132

COMMENTS: I am not happy about the loss
of older trees along the roadside
which helps to set a side out
area as sub-urban in nature. I prefer
urban plan with exemption for sidewalk,
Many municipalities mitigate for large significant
trees by adopting the layout to arc around, towards
the road with asphalt and minimal root disturbance
I also prefer the urban design w/o side walk due
to smaller footprint

John Sanborn
consulting arborist
restoration ecologist

Return to:

Joe Jolie, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022

email: jjolie@himalayanllc.com

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014

4:30 - 7 p.m.

WES ECKERT

Name

7261 S. NORTH CAPE

Property Address

414-587-5865

Phone Number

Email Address

#2 URBAN LOOKS GOOD TO ME.

BUT, PROPERTY DRAINAGE MUST BE
AS GOOD OR BETTER

IF PROPERTY DRAINAGE IS SCREWED
UP IS CITY OR COUNTY LIABLE?

PATH DOESN'T NEED TO BE 8 FT?

Please use back side if necessary.

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014
4:30 - 7 p.m.

GREG + DEBBIE SKIVEN
Name

7771 S. NORTH CAPE RD
Property Address

414-759-3936
Phone Number

Email Address

BOTH OPTIONS ARE BAD.

SAWS AS MANY TALLS AS POSSIBLE.

Please use back side if necessary.

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME: Justin Castelman DATE: 01-14-14
ADDRESS: 1129 W. Scherrei Dr.
Franklin, WI 53132
414-520-0741

COMMENTS: Think outside the box!!
- Remove the section of North Cape Rd from
Ransom ave. to W. Scherrei and turn it into additional
park space. This would eliminate all the heavy truck
and transient traffic forcing it onto Forest Home.
all residents would still have 2 ways in and out
of their neighborhoods. To satisfy the fire department
a landscape grid could be laid that would allow
emergency vehicles access.
- If traffic congestion increases at North Cape Rd
and St. Martins Rd at school drop off that
intersection could be made 4 lanes allowing a
place for turning traffic to build up

Return to:

Joe Jolie, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022

email: jjolie@himalayanllc.com

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME: Carlton + Lark METCALF DATE: Jan. 14, 2014

ADDRESS: 7176 S. North Cape Rd.
Franklin, wi. 53132

COMMENTS: We choose the Rural Section because
we know the street needs widening and
repair, but a side walk and gutters are very
unnecessary.

Mature trees will have to be sacrificed,
telephone polls will have to be moved, and we
will all lose a large part of our front lawns.
We see no advantage to the second plan
at all.

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014
4:30 - 7 p.m.

Donald C. Fail

Name

7547 Riverview

Property Address

414 - 529 - 4665

Phone Number

DFail@mmwd.com

Email Address

I am in favor in the sidewalk on
W. Cape. It will add connectivity to
the community and be a long term assist
to the community.

Please use back side if necessary.

COMMENT CARD
FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME: _____

DATE: _____

ADDRESS: _____

COMMENTS: *People did not appear to understand
the width issues/impacts for the rural route.
Had this been restated options my have
been different*

Return to:

Joe Jolie, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022

email: jjolie@himalayanilc.com

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME:

Thomas Keller

DATE:

1-14-2014

ADDRESS:

6800 S. NORTH CAPE RD.

TA Keller@SOCCglobal.net

COMMENTS:

Not in favor of side walks Both Plans my

Bushes will be removed will I be paid for them

In favor of curbs

Return to:

Joe Jolie, P.E.
W156 N11357 Pilgrim Road
Germanstown, WI 53022

email: jjolie@himalayaninc.com

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014
4:30 - 7 p.m.

Joe Koshick
Name

7312 S. Schenck Dr.
Property Address

727-1612
Phone Number

Email Address

Your plans are too late. Your people should OF ~~had~~ had a meeting before you made the plans. Best and most cost effective plan is to grind up old road ^{and} Add 3 Feet ^{of width} to current road. ~~was~~ Keeping the cost down & having it safer for people walking or riding there bikes on ~~North Cape~~ north Cape

Thank You
Joe Koshick

Please use back side if necessary.

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014
4:30 - 7 p.m.

KEVIN STEFANCZYK
Name

7803 S. North Cape Rd
Property Address

414-465-9540
Phone Number

KRStefan@SCT.com
Email Address

WE have a sump pump discharging to our
DITCH.

Please use back side if necessary.

Joe Jolie

From: Mark Popoutsis [mpop59@ameritech.net]
Sent: Tuesday, January 14, 2014 7:51 PM
To: jjolie@himalayanllc.com
Subject: Project ID: WH020151 S. North Cape Road (CTH J)

Project ID: WH020151 S. North Cape Road (CTH J)

Well I just came from the public informational meeting concerning this gross example of heavy handed government intrusion and I am extremely angry! I can't believe that there are only two options concerning North Cape reconstruction. One is bad the other is worse. Yes I realize that the road is in need of extensive repairs but I do not understand why, and it was not explained except that it is mandated by the state that all roads have to be a certain width. I think that this one size fits all mentality is ridiculous. Anyone with half a brain can see that this corridor is too narrow to support a road, shoulders and a stupid ugly 8 foot asphalt pathway, however this is the state DOT we are talking about so that half a brain is being generous. I cannot understand why there couldn't be a third option, one that takes the roadbed down, regrades and lays a new surface down. Do what you need to grade the shoulders to improve drainage but keep the existing width and shoulders. This option is far more affordable because it does not require extensive tree removal, telephone pole relocation, storm sewers and whatever infrastructure improvements are required. I dislike both options but the urban option without the stupid, ugly and useless little used pathway, would be the least offensive to me. I'm sure that my comments here will be gone over extensively and that I will have touched the nerve of some low level office grunt who peruses it and then checks off one vote for the urban plan on their spreadsheet. We no longer have a voice in America and by that I mean we can speak but no one is listening.

For what it's worth,

Mark and Cheryl Popoutsis
11420 W. Woods Rd.
425-3804

Joe Jolie

From: Mark Lunow [marklunow@yahoo.com]
Sent: Tuesday, January 14, 2014 1:09 PM
To: jjolie@himalayanllc.com
Subject: Fw: Project ID WI-1020151 S. Northcape Road (CTH J)

On Tuesday, January 14, 2014 12:45 PM, Mark Lunow <marklunow@yahoo.com> wrote:

I'm the property owner of 7200 S. Northcape Rd and I can not attend the meeting tonight, but I would like to state what I like to be done on the reconstruction of Northcape Rd. The two options we have I prefer the rural section reconditioning. However, the roadway should be removed and replaced not milling and base patching. If not in five to ten years the road will have to be fixed again.

In regards to the six foot paved shoulders, I believe that a three foot paved shoulder or two foot would be plenty. Having a six foot paved shoulder cut into my property and I believe will reduce my property value which I am strongly against. Also with the urban section reconstruction option, I totally disagree with this due to the 8-foot multi-use path. We already have a multi-use path behind my house there is no reason to put another one in front of my house. This option would majorly cut into my property and again reducing my property value and taking our trees away. One more thing to consider is the cost of the urban section reconstruction I believe is way to expensive.

Again I prefer the rural section reconditioning but with the changes I have suggested. This needs to be done the right while not reducing homeowners property value in the process.

Sincerely,
Mark Lunow

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME:

Carolee Dennis Junghuth

DATE:

1/7/2014

ADDRESS:

7164 S. North Cape Rd.
Franklin, 53132

COMMENTS:

We want it LEFT BURIAL. That
is why we moved here.

Remove all existing pavement. Make
2 11 ft. lanes with left shoulder
for the ditches.

LEAVE IT BURIAL
FIX THE Rd.

Franklin doesn't maintain the
path behind the park along the
electric wires. They won't maintain
a sidewalk.

COMMENT CARD

FOR THE PROPOSED IMPROVEMENT OF
S. NORTH CAPE ROAD (CTH J)
FROM HI VIEW DRIVE TO S. CARROLL CIRCLE

Project ID: WH020151

NAME:

Dawn Bembenek

DATE:

1/14/13

ADDRESS:

7421 S Northcape Road
Franklin, WI 53132

COMMENTS:

This is one of the last rural areas of Franklin. I don't feel this project is necessary, and I think the residents opinion should be listened to and your decisions should be based on what the residents of this road want. There are so many beautiful and valuable trees along this road!!! I would rather keep our landscaping as opposed to a bike path or walking path. There is already a bike/walking path behind the school. I think Northcape Road should be left alone anything that needs to be done should be done on Forest Home and turn Northcape into a dead end street and let us keep

Return to:

Joe Jolie, P.E.
W156 N11357 Pilgrim Road
Germantown, WI 53022

email: jjolie@himalayanllc.com

our trees and landscaping.

Make this a dead end street at
Northcape & Carroll. ~~Where is~~

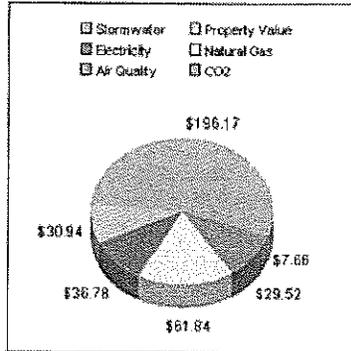


[Home](#) [Calculate another tree](#)

National Tree Benefit Calculator

Beta

[Overall Benefits](#) [Storm Water](#) [Property Value](#) [Energy](#) [Air Quality](#) [CO2](#) [About the Model](#)



Breakdown of your tree's benefits
Click on one of the tabs above for more detail

This **45 inch Oak** provides overall benefits of: **\$363 every year.**

Oak
Quercus species

While some functional benefits of trees are well documented, others are difficult to quantify (e.g., human social and communal health). Trees' specific geography, climate, and interactions with humans and infrastructure is highly variable and makes precise calculations that much more difficult. Given these complexities, the results presented here should be considered initial approximations—a general accounting of the benefits produced by urban street-side plantings.

Benefits of trees do not account for the costs associated with trees' long-term care and maintenance.

If this tree is cared for and grows to 50 inches, it will provide \$363 in annual benefits.



The National Tree Benefit Calculator was conceived and developed by Casey Trees and Davey Tree Expert Co.



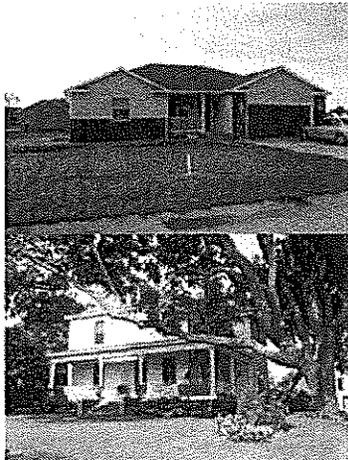


Home Calculate another tree

National Tree Benefit Calculator

Beta

Overall Benefits Storm Water Property Value Energy Air Quality CO2 about the Model



Located in front of a single family home, this 45 inch Oak will raise the property value by \$31 this year.

Trees in front of single family homes have a greater property value benefit than those in front of multi-family homes, parks or commercial properties. Real estate agents have long known that trees can increase the "curb appeal" of properties thereby increasing sale prices. Research has verified this by showing that home buyers are willing to pay more for properties with ample versus few or no trees.

This model uses a tree's Leaf Surface Area (LSA) to determine increases in property values. That's a researcher's way of saying that a home with more trees (and more LSA) tends to have a higher value than one with fewer trees (and lower LSA). The values shown are annual and accumulate incrementally over time because each tree typically adds more leaf surface area each growing season. The amount of that increase depends on the type of tree - some add more, some less.

The 45 inch Oak you selected will add 128 square feet of LSA this year. In subsequent years it will add more, and the property value will increase accordingly.

For more information visit: [The Center for Urban Forest Research](#)



The National Tree Benefit Calculator was conceived and developed by Casey Trees and Davey Tree Expert Co.



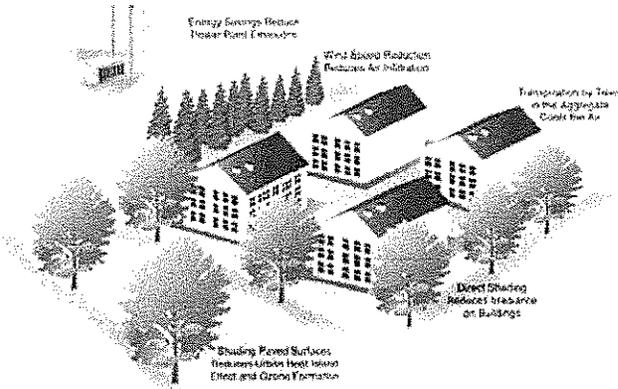


Home Calculate another tree

National Tree Benefit Calculator

Beta

Overall Benefits Storm Water Property Value Energy Air Quality CO2 About the Model



Your 45 inch Oak will conserve 485 Kilowatt / hours of electricity for cooling and reduce consumption of oil or natural gas by 63 therm(s).

Trees modify climate and conserve building energy use in three principal ways (see figure at left):

- Shading reduces the amount of heat absorbed and stored by buildings.
- Evapotranspiration converts liquid water to water vapor and cools the air by using solar energy that would otherwise result in heating of the air.
- Tree canopies slow down winds thereby reducing the amount of heat lost from a home, especially where conductivity is high (e.g., glass windows).

Strategically placed trees can increase home energy efficiency. In summer, trees shading east and west walls keep buildings cooler. In winter, allowing the sun to strike the southern side of a building can warm interior spaces. If southern walls are shaded by dense evergreen trees there may be a resultant increase in winter heating costs.

For more information visit: [The Center for Urban Forest Research](#)



The National Tree Benefit Calculator was conceived and developed by Casey Trees and Davey Tree Expert Co



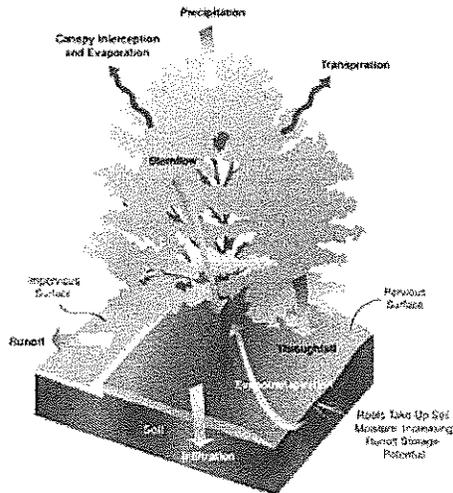


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Your 45 inch Oak will intercept 7,239 gallons of stormwater runoff this year.

Urban stormwater runoff (or "non-point source pollution") washes chemicals (oil, gasoline, salts, etc.) and litter from surfaces such as roadways and parking lots into streams, wetlands, rivers and oceans. The more impervious the surface (e.g., concrete, asphalt, rooftops), the more quickly pollutants are washed into our community waterways. Drinking water, aquatic life and the health of our entire ecosystem can be adversely effected by this process.

Trees act as mini-reservoirs, controlling runoff at the source. Trees reduce runoff by:

- Intercepting and holding rain on leaves, branches and bark
- Increasing infiltration and storage of rainwater through the tree's root system
- Reducing soil erosion by slowing rainfall before it strikes the soil

For more information visit: [The Center for Urban Forest Research](#)



The National Tree Benefit Calculator was conceived and developed by Casey Trees and Davey Tree Expert Co.



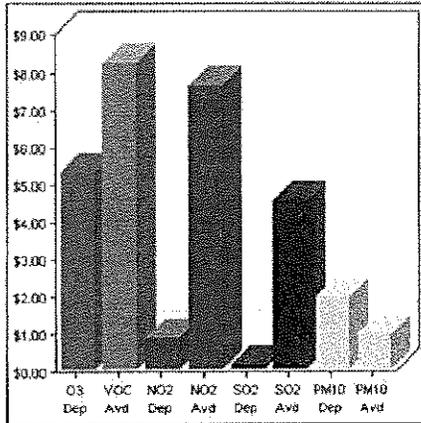


Home Calculate another tree

National Tree Benefit Calculator

Beta

Overall Benefits Storm Water Property Value Energy Air Quality CO2 About the Model



"Dep" stands for deposition. This is your tree absorbing or intercepting pollutants. "Avd" stands for avoided. This is your tree lessening the need for creation of these pollutants in the first place by reducing energy production needs.

Air quality benefits of your 45 inch Oak shown in the graph at left.

Air pollution is a serious health threat that causes asthma, coughing, headaches, respiratory and heart disease, and cancer. Over 150 million people live in areas where ozone levels violate federal air quality standards; more than 100 million people are impacted when dust and other particulate levels are considered "unhealthy." We now know that the urban forest can mitigate the health effects of pollution by:

- Absorbing pollutants like ozone, nitrogen dioxide and sulfur dioxide through leaves
- Intercepting particulate matter like dust, ash and smoke
- Releasing oxygen through photosynthesis
- Lowering air temperatures which reduces the production of ozone
- Reducing energy use and subsequent pollutant emissions from power plants

It should be noted that trees themselves emit biogenic volatile organic compounds (BVOCs) which can contribute to ground-level ozone production. This may negate the positive impact the tree has on ozone mitigation for some high emitting species (e.g. Willow Oak or Sweetgum). However, the sum total of the tree's environmental benefits always trumps this negative.

For more information visit: [The Center for Urban Forest Research](http://www.cesr.org/)



The National Tree Benefit Calculator was conceived and developed by Casey Trees and Davey Tree Expert Co.



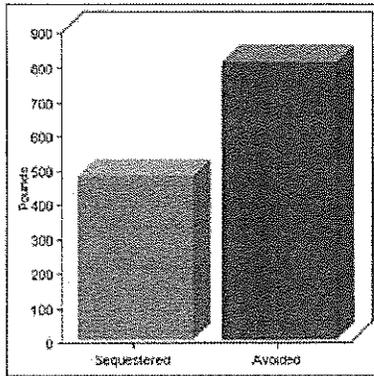


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National Tree Benefit Calculator

Beta

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This year your 45 inch Oak tree will reduce atmospheric carbon by 1,021 pounds.

How significant is this number? Most car owners of an "average" car (mid-sized sedan) drive 12,000 miles generating about 11,000 pounds of CO2 every year. A flight from New York to Los Angeles adds 1,400 pounds of CO2 per passenger. Trees can have an impact by reducing atmospheric carbon in two primary ways (see figure at left):

- They sequester ("lock up") CO2 in their roots, trunks, stems and leaves while they grow, and in wood products after they are harvested.
- Trees near buildings can reduce heating and air conditioning demands, thereby reducing emissions associated with power production.

Combating climate change will take a worldwide, multifaceted approach, but by planting a tree in a strategic location, driving fewer miles, or replacing business trips with conference calls, it's easy to see how we can each reduce our individual carbon "footprints."

For more information visit: [The Center for Urban Forest Research](#)



The National Tree Benefit Calculator was conceived and developed by Casey Trees and Davey Tree Expert Co



COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014
4:30 - 7 p.m.

Cheryl & DAN WISKE
Name

6737 S. NORTH CAPE RD
Property Address

414 529-3225
Phone Number

wiske@sbcglobal.net
Email Address

THE RURAL PLAN WE ARE FIRMLY AGAINST. IT TAKES AWAY TOO
MUCH OF OUR PROPERTY. YOU WILL DESTROY HALF OF OUR DRIVEWAY
WHICH I AM SURE WILL NOT BE REPAIRED. WE DO NOT NEED THE
ROAD WIDER. AFTER THE WORK IS COMPLETED. IT IS NO LONGER GOING
TO BE A HIGHWAY. YOU ARE TAKING AWAY A PART OF MY PROPERTY
NOT JUST THE EASEMENT. THERE WOULD HAVE TO BE A LARGE MONETARY
COMPENSATION. DO NOT USE THIS PLAN.

THE URBAN PLAN WITH THE CURBS ALLOWS FOR US TO MAINTAIN
OUR PROPERTY LINE. I PREFER THIS PLAN. IT IS CLEANER & ALLOWS
FOR BETTER DRAINAGE IN FRONT OF MY PROPERTY.

PLEASE BE AWARE WE ARE NOT IN THE FRANKLIN SCHOOL
DISTRICT & WILL NOT USE THE SIDEWALK TO ACCESS COUNTRY DALE
WE ARE IN THE WHITNALL DISTRICT. EVERYONE NORTH OF
BAWSON.

Please use back side if necessary.

OVER →

WHEN WORKING ON DRAINAGE FOR ROAD, IT WOULD BE HELPFUL
TO CORRECT THE DRAINAGE FOR THE WATER THAT FLOWS TO THE BACK
OF MY HOME & RUNS ON BOTH THE N & S SIDES OF MY PROPERTY

COMMENT SHEET

Informational Meeting

S. NORTH CAPE ROAD RECONSTRUCTION

February 14, 2014
4:30 - 7 p.m.

(1/4 mile from
Northcape Rd)

NANCY STANGLER

Name

11580 W. WOODS RD

Property Address

425-3385

Phone Number

nkochis9379@sbcglobal.net

Email Address

ATTENDING ON BEHALF OF MICHAEL KOCHIS
6641 S. NORTH CAPE RD.

Concerns:

1. Storm water drainage at intersection of Woods Rd and Northcape undermines ~~the~~ ^{the} shoulder and roadway. Water flowing eastward down Woods Rd towards Northcape adds significantly to what is flowing northward on the west ditch of Northcape. The waterflow appears to be exceeding the capacity of the ^{under Woods RD} Culvert at that intersection.
2. From Woods Rd south to Rawson + bike trail, due to narrow shoulder, particularly on west side of road, it is difficult to walk or bike ride

Please use back side if necessary.

safely ^{or narrow way} The bike trail is very useful from Rawson south to St. Martins. Maybe a path could be constructed ~~from~~ linking the ~~bike~~ bike trail to Country Dale school, enabling children to use the bike trail.

3. Mr. Kochis would prefer the URBAN plan because it will not involve the removal of trees on his property. (The rural plan shows 3 of his trees to be removed.)

4. I am concerned that ~~we~~ by reconstruction we may lose the rural character of the road and neighborhood. I hope ~~that~~ as many trees (and vegetation) as possible can be maintained.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/21/14
Reports & Recommendations	SUBJECT: A resolution authorizing certain officials to execute a Local/Municipal Agreement (LMA) for a highway improvement project with Milwaukee County for the reconstruction of South 76TH Street from 600' north of W. High Street to Carter Boulevard	ITEM NO. <i>G, 8.</i>

BACKGROUND

Pursuant to the reconstruction of S. 76th Street from 600 feet north of W. High Street to W. Carter Boulevard please be advised that the City has received an Intergovernmental Agreement for the City's share of cost relative to including sidewalk along the east side of S. 76th Street and adjustments to sewer and water infrastructure. The City has received a commitment from the Wisconsin Department of Transportation to pay 80 percent of the sidewalk costs for the City share of the sidewalk through the Surface Transportation Project (STP) allocation. The remaining 20 percent is City costs that have been included in the 2014 budget. Also, fire hydrants, water valve boxes and sanitary sewer manholes must be moved or adjusted and the estimated cost for this phase of the work is \$100,000 which is paid by either the sewer fund and/or the water fund.

(Note: staff has recommended changes in the agreement as shown in red to be sure the City's cost only relates to the sidewalk and City utility adjustments.)

ANALYSIS

The construction is planned for this year and it is necessary to enter into a formal agreement for the cost even though this has been discussed for over the last 10 years.

OPTIONS

Adopt agreement
or
Table

FISCAL NOTE

The total estimated cost of the City's share of the sidewalk is \$170,000 and \$100,000 for the sanitary sewer fund and water utility fund. It has been past practice to require the sanitary sewer fund to pay for modifications to the sanitary and the water fund to pay for any water main adjustments including hydrant relocation and water box adjustments. (See memo from finance.)

RECOMMENDATION

Motion to adopt Resolution No. 2014-_____, a resolution authorizing certain officials to execute a Local/Municipal Agreement (LMA) for a Highway Improvement Project with Milwaukee County for the reconstruction of South 76TH Street from 600' north of W. High Street to Carter Boulevard.

JMB/db

ca/resolution authorizing to execute a Local-Municipal Agreement for highway imp with Milw Cnty for reconstruction of 76th 600' n of High St to Carter Blvd. 2014

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

Draft 1/17/14

RESOLUTION NO. 2014-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A LOCAL/MUNICIPAL AGREEMENT (LMA) FOR A HIGHWAY IMPROVEMENT PROJECT WITH MILWAUKEE COUNTY FOR THE RECONSTRUCTION OF SOUTH 76TH STREET FROM 600' NORTH OF HIGH STREET TO CARTER BOULEVARD

WHEREAS, Milwaukee County has budgeted funds for the reconstruction of County Trunk Highway U (South 76th Street) from 600' north of High Street to Carter Boulevard, with such roadway improvement plans including local participation by the City of Franklin for the installation of sidewalk along the east side of South 76th Street for the some two mile length of the improvement project, which local participation also includes all necessary related utilities relocation and installation for the project; and

WHEREAS, Milwaukee County has presented an agreement providing for such local participation, with the City of Franklin participation total estimated costs to be \$950,000; \$850,000 thereof being subject to Surface Transportation Program ("STP") funding pursuant to Wisconsin Department of Transportation STP State/Municipal agreements, with 80% thereof or \$680,000 to be STP funded and the estimated balance of \$170,000 to be paid by the City; and the City being responsible for 100% of the cost of the utility work in the estimated amount of \$100,000, for a total estimated City cost share of \$270,000; and

WHEREAS, the Common Council having considered such proposed agreement and the benefit to the Community from the provision of such public improvements and having found such proposed agreement to be reasonable and necessary.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Local/Municipal Agreement (LMA) for a Highway Improvement Project with Milwaukee County for the reconstruction of South 76th Street from 600' north of High Street to Carter Boulevard, specifically providing for sidewalk and utility improvements, be and the same is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and City Treasurer be and the same are hereby authorized to execute and deliver such agreement to Milwaukee County.

[BE IT FINALLY RESOLVED, that it is understood that the Agreement approved hereunder is an intergovernmental cooperation agreement and that pursuant to Wis. Stat. § 59.794(2), the Agreement must be approved by the Executive Council of the Intergovernmental Cooperation Council of Milwaukee County before it may take effect and become binding upon the County and that Milwaukee County will submit the Agreement to the Executive Council for its review, accordingly.]

RESOLUTION NO. 2014-_____

Page 2

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Jack Bennett

From: Paul Rotzenberg
Sent: Friday, January 17, 2014 12:24 PM
To: Jack Bennett
Cc: Jesse Wesolowski; Mark Luberd
Subject: 76th Street Project & 2014 budget

Jack

You asked for a summary of the 2014 Budget appropriation on the 76th Street sidewalk project.

The 2014 Adopted Budget appropriated \$238,545 for this project.

Pages 123-125 of the Mayor's recommended budget detailed the cost of the project. Page 123 did have a split out of STP eligible funds of \$711,204 @ 80% or \$568,963. There were un-identified additional cost of \$96,301. This resulted in City costs of \$238,542 – the budget amount noted above.

The more recent cost estimate from the County has the costs as follows:

	Total	State	City
Design sidewalk	74,500	59,600	14,900
Real Estate phase of sidewalk	46,000	36,800	9,200
Construction	729,500	583,600	145,900
Utility costs	100,000	0	100,000
Total	950,000	680,000	270,000

The revised total cost of \$270,000 compares to the \$238,545, leaving \$31,455 shortage on the appropriation. There is available fund balance to deal with this item.

It would seem that a budget modification is needed for this project, to:

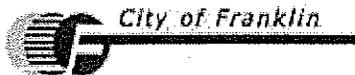
1. Increase the amount of the appropriation by \$31,455
2. Utilize \$100,000 of the Sewer & Water anticipated resource – split between Sewer and Water to be determined – no budget impact.

Paul Rotzenberg, CPA

Director of Finance & Treasurer

protzenberg@franklinwi.gov

414-427-7514



**LOCAL/MUNICIPAL AGREEMENT (LMA)
FOR A
HIGHWAY IMPROVEMENT PROJECT**

DATE: October 29, 2013

PROJECT NO.: Milwaukee County Project No. WH010171/WH010172/WH010173
(WISDOT Project No. 2160-10-00/20/70)

HIGHWAY: S. 76th St. (CTH U)

LIMITS: 600' N of High St. to Carter Blvd.

THIS AGREEMENT is made and entered into and between Milwaukee County, a body corporate, and the City of Franklin, a municipal corporation.

The portion of S. 76th St. (CTH U) between 600' N of High St. to Carter Blvd. has been designated County Trunk Highway "U" pursuant to Section 83.025 of the Wisconsin Statutes.

The Milwaukee County has budgeted funds for the improvement of CTH U between 600' N of High St. to Carter Blvd. with completed plans to be submitted for advancement to the construction contract letting process, scheduled for February 2014, and construction to begin in April 2014.

Milwaukee County Department of Transportation (MCDOT), hereinafter called the County, through its undersigned duly authorized officers or officials, hereby requests the City of Franklin, hereinafter called the Municipality, to participate in the street improvements **associated with the inclusion of sidewalk on the east side of CTH U and utility work** hereinafter described in the estimated cost summary.

The authority for the Municipality to enter into this agreement with the County is provided by Section 86.25(1), (2) and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility- Describe and give reason for request:

S. 76th St. (CTH U) is a two-lane undivided, rural facility with paved shoulders. The pavement is in poor condition. The roadway will continue to deteriorate at an accelerated rate unless preventive action is taken. This project will extend the useful life of this roadway at least 25 years.

Proposed Improvement- Nature of work:

The proposed improvement of the project is to reconstruct approximately 2 miles of the S. 76th St. (CTH U) roadway from 600' N of High St. to Carter Blvd., in the City of Franklin, Milwaukee County. It is proposed to widen the existing undivided two-lane rural roadway to an undivided four-lane urban roadway. The proposed action includes providing exclusive turn lanes along the project necessary to accommodate existing and future traffic volumes, as well as, providing a safe facility for bicycles (on-street) and pedestrians (sidewalk on east side of S. 76th St.). In addition, replacement and updates of traffic signal equipment are proposed at the intersections of W. Puetz Rd., W. Drexel Ave. and W. Imperial Dr. The existing rigid frame culvert (C-40-0022) conveying Legend Creek (located north of the intersection of W. Drexel Ave. and S. 76th St.) will be extended to accommodate the additional roadway width.

Funding Sources:

Milwaukee County and the City of Franklin have Surface Transportation Program (STP) funding (participating costs) for the subject project per the approved State/Municipal Agreements. **The City of Franklin's STP funding is limited to the costs associated with the inclusion of sidewalk on the east side of CTH U.** The non-participating costs for utility work are 100% City of Franklin's costs.

Milwaukee County Project No. WH010171/WH010172/WH010173

(WISDOT Project No. 2160-10-00/20/70)

S. 76th St. (CTH U)-600' N of High St. to Carter Blvd.

**ESTIMATED COST SUMMARY ASSOCIATED WITH INCLUSION OF
SIDEWALK ON THE EAST SIDE AND UTILITY WORK*****

DESIGN ESTIMATED COSTS (City of Franklin STP Funding): \$74,500

SIDEWALK DESIGN PHASE (PARTICIPATING)	*TOTAL ESTIMATED COST	*FEDERAL FUNDS (WISDOT)	%	*MUNICIPAL FUNDS (CITY OF FRANKLIN)	%
*TOTAL ESTIMATED DESIGN COSTS PARTICIPATING (CITY OF FRANKLIN):	\$ 74,500	\$ 59,600	80%	\$ 14,900	20%

*Consistent with the approved WISDOT STP State/Municipal Agreements (SMA)

REAL ESTATE (R/E) ESTIMATED COSTS (City of Franklin STP Funding): \$46,000

SIDEWALK REAL ESTATE (R/E) PHASE (PARTICIPATING)	*TOTAL ESTIMATED COST	*FEDERAL FUNDS (WISDOT)	%	*MUNICIPAL FUNDS (CITY OF FRANKLIN)	%
*TOTAL ESTIMATED R/E COSTS PARTICIPATING (CITY OF FRANKLIN):	\$ 46,000	\$ 36,800	80%	\$ 9,200	20%

*Consistent with the approved WISDOT STP State/Municipal Agreements (SMA)

CONSTRUCTION ESTIMATED COSTS (City of Franklin Funding): \$829,500

SIDEWALK CONSTRUCTION PHASE (PARTICIPATING) <i>CATEGORY 0020</i>	*TOTAL ESTIMATED COST	*FEDERAL FUNDS (WISDOT)	%	*MUNICIPAL FUNDS (CITY OF FRANKLIN)	%
*TOTAL ESTIMATED CONSTRUCTION COSTS PARTICIPATING (CITY OF FRANKLIN):	\$ 729,500	\$ 583,600	80%	\$ 145,900	20%

*Consistent with the approved WISDOT STP State/Municipal Agreements (SMA); Includes 15% Engineering and Contingencies (E & C)

UTILITY WORK CONSTRUCTION PHASE (NON-PARTICIPATING) <i>CATEGORY 0030</i>	*TOTAL ESTIMATED COST	*FEDERAL FUNDS (WISDOT)	%	*MUNICIPAL FUNDS (CITY OF FRANKLIN)	%
*TOTAL ESTIMATED CONSTRUCTION COSTS NON-PARTICIPATING (CITY OF FRANKLIN):	\$ 100,000	\$ 0	0%	\$ 100,000	100%

*Includes 15% Engineering and Contingencies (E & C)

**GRAND TOTAL OF ESTIMATED PROJECT COSTS ASSOCIATED WITH
INCLUSION OF SIDEWALK ON THE EAST SIDE AND UTILITY WORK : \$950,000**

***The above Estimated Cost Summary associated with inclusion of sidewalk on the east side and utility work reflects the County's best estimates to-date. The Municipality will be billed based on the actual costs. For the participating costs associated with the Municipalities STP funding, the Municipality will be billed the 20% share based on actual costs. For the non-participating costs, the Municipality will be billed the 100% share based on actual costs.

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the designated Municipality and upon acceptance by the County shall constitute an agreement between the Municipality and the County.

Signed for and on behalf of Milwaukee County:

_____ Signature	Director, Department of Transportation (MCDOT) _____ Title	_____ Date
_____ Brian Dranzik Name (Written Clearly)		

Signed for and on behalf of the City of Franklin:

_____ Signature	_____ Mayor Title	_____ Date
_____ Tom Taylor Name (Written Clearly)		

-Terms and Conditions Begin on the Next Page-

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal, State and County regulations.
2. The Municipality will pay to the County such related costs for items as outlined below and listed in the Estimated Cost Summary.
3. Funding of each project phase (preliminary engineering, real estate, construction, other) is subject to inclusion in an approved program. County financing will be limited to participation in the costs of the following items as specified in the Estimated Cost Summary:
 - a. Preliminary Engineering and review services (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - b. The grading, base, pavement, and curb and gutter (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - d. Construction Engineering incidental to inspection and supervision of actual construction work (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - e. Signing and pavement marking, including detour routes (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - f. Surfacing of private driveways due to change in grade of the improvement (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - g. New installations or alterations of traffic signals (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - h. Real Estate for the improvement, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - i. Replacement of any sidewalk removed as a result of a change in street grade (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the County) includes, but is not limited to, the following items:
 - a. New installations of or alterations of sidewalks, sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, parking meters, pipelines, and similar utilities.
 - b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
5. As the work progresses, the Municipality will be billed for work completed as outlined above and as listed in the Estimated Cost Summary. Upon completion of the project, a final audit will be made to determine the final division of costs.
6. If the Municipality should withdraw from the project, it will reimburse the County its proportionate local share of all construction and construction engineering costs incurred by the County to complete the construction phase of the project (construction), up to the date the notification of withdrawal is received by Milwaukee County.
7. The work will be administered by the County or its designee and may include items not eligible for County participation. The County shall notify the Municipality of such items prior to inclusion of the work and get written authorization for their inclusion and cost participation by the Municipality.
8. The Municipality at its own cost and expense and using its own labor forces and equipment will:
 - a. Prohibit angle parking.
 - b. Regulate parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

- c. Regulate parking at all times in the vicinity of the proposed improvements during their construction.
- d. Remove, reinstall and/or relocate street lighting poles, bases, luminaries, and other appurtenances necessary to accommodate the proposed improvement as per the plan. The Municipality is to coordinate work with the construction contractor.

(End of Document)

Draft

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APPROVAL <i>Shw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/21/14
Reports & Recommendations	SUBJECT: Resolution authorizing certain officials to approve an agreement with Milwaukee County for the maintenance of a new traffic signal resulting from the reconstruction of S. 76th Street at the intersection of S. 76th Street and W. Imperial Drive/W. Brunn Drive	ITEM NO. <i>G.9.</i>

BACKGROUND

Pursuant to the planned reconstruction of S. 76th Street by Milwaukee County from 600 feet north of W. High Street to Carter Circle in 2014, please be advised that as part of the project the Franklin signal at the intersection of S. 76th Street and W. Imperial Drive/W. Brunn Drive will be replaced with a new traffic signal.

ANALYSIS

It has been the practice of Milwaukee County to share with the municipality the cost of the maintenance of traffic signals that serve a County trunk highway and a City street.

OPTIONS

Approve
or
Table

FISCAL NOTE

The City has a budget for the City's portion of the shared cost and the shared cost should remain similar to the past years. The cost of the new traffic signals are included in the reconstruction cost.

RECOMMENDATION

Motion to adopt Resolution No. 2014- _____, a resolution authorizing certain officials to approve an agreement with Milwaukee County for the maintenance of a new traffic signal resulting from the reconstruction of S. 76th Street at the intersection of S. 76th Street and W. Imperial Drive/W. Brunn Drive.

JMB/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2014- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO APPROVE AN AGREEMENT WITH MILWAUKEE COUNTY
FOR THE MAINTENANCE OF A NEW TRAFFIC SIGNAL
RESULTING FROM THE RECONSTRUCTION OF S 76TH STREET
AT THE INTERSECTION OF S. 76TH STREET
AND W. IMPERIAL DRIVE/W. BRUNN DRIVE

WHEREAS, a new traffic signal will be installed at the intersection of S. 76th Street and W. Imperial Drive/W. Brunn Drive, as part of the infrastructure required for the reconstruction of S. 76th Street by Milwaukee County, and

WHEREAS, the traffic signal at the intersection of S. 76th Street and W. Imperial Drive/W. Brunn Drive serves a County trunk highway and a City street, and

WHEREAS, it has been past practices of Milwaukee County and the City to share for maintenance costs based on a standard form agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to approve a maintenance agreement between Milwaukee County and the City for the maintenance of a traffic signal located at the intersection of S. 76th Street and W. Imperial Drive/W. Brunn Drive.

THEREFORE, the Mayor and City Clerk are hereby authorized and directed to execute the agreement on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin on the _____ day of _____, 2014 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin on the _____ day of _____, 2014.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/db

**AGREEMENT FOR TRAFFIC SIGNALS AT SOUTH 76TH STREET (CTH "U") AND
WEST IMPERIAL DRIVE/WEST BRUNN DRIVE**

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the Intersection of South 76th Street (CTH "U") and West Imperial Drive/West Brunn Drive, hereinafter called "The Intersection".

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

Traffic signals and equipment be designed, operated and maintained at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

- I. The County hereby agrees:
 - (a) That the County will design and construct the upgrades currently proposed for the Intersection under project 2160-10-70. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
 - (b) That the County will operate and maintain the traffic control signals, necessary underground conduit and related traffic control facilities at the Intersection; and will bill the City for one half (1/2) the cost of such maintenance.
 - (c) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
 - (d) That the County will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signals and control cabinet, controller service, malfunction management unit service, detector service, etc.) for the entire traffic control signal installation and will bill the City for one half (1/2) the cost of said maintenance.
 - (e) That the County will make all necessary repairs and replacements to all equipment that fails to function properly as a result of normal wear and deterioration and will bill the City for one half (1/2) the cost of said repairs and replacements.
 - (f) That the County will make all necessary repairs and replacements to all equipment damaged by accident, vandalism, or act of God, and pursue collection of damages against the responsible party. In the event the damages are not paid

within thirty (30) days of the original billing, it will bill the City for one half (1/2) the cost of repairing said damages. It will reimburse the City for one half (1/2) the recovered cost of the damages if the responsible party pays for the damages within ninety (90) days of recovery. If the County is unable to determine the responsible party, the County will bill the City for one half (1/2) the cost of repairs and replacements at the time all costs for the occurrence are known.

- (g) That it will, after notification and concurrence by the City, make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, revised standards or changed Intersection geometry, and within ninety (90) days of completion of said work, bill the City for one half (1/2) the cost of said additions or revisions.
- (h) That the County will assume routine maintenance responsibility for street lighting at the Intersection and will bill the City for the entire cost of said maintenance work.
- (i) The County shall bill the City annually for the costs as stated in I. (a), I. (b), I. (c), I. (d), I. (e) and I. (h).
- (j) That the County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (k) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Division (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

II. The City hereby agrees:

- (a) That the County will pay for the upgrades currently proposed for the Intersection. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
- (c) That the County is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (e), necessary repairs and replacements to all traffic control signal equipment which

is damaged as indicated in I. (f) and any necessary additions or revisions as indicated in I. (g) and any street lighting as indicated in I. (h). The City agrees to pay the costs as stated in items I. (a), I. (b), I. (c), I. (d), I. (e), I. (f), I. (g) and I. (h), when billed by the County.

- (d) That the County is to perform all work related to the operation of the traffic control signals at the subject Intersection, including engineering, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.
- (e) That the County shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (f) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Section (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed by the County, all of the traffic signal materials installed shall become the property of the County. If it becomes necessary, removal of City-owned materials will be accomplished by the County and the total cost billed to the City. City-owned materials shall be returned to the City.

IV. Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the Intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against the other agency.

V. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI. Duration

This agreement shall continue to be in force indefinitely unless and until it is superseded by a revised agreement at a later date.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/21/14
Reports & Recommendations	SUBJECT: Resolution authorizing certain officials to approve an agreement with Milwaukee County for the maintenance of a new traffic signal resulting from the reconstruction of S. 76th Street at the intersection of S. 76th Street and W. Drexel Avenue	ITEM NO. <i>G.10.</i>

BACKGROUND

Pursuant to the planned reconstruction of S. 76th Street by Milwaukee County from 600 feet north of W. High Street to Carter Circle in 2014, please be advised that as part of the project the Franklin signal at the intersection of S. 76th Street and W. Drexel Avenue will be replaced with a new traffic signal.

ANALYSIS

It has been the practice of Milwaukee County to share with the municipality the cost of the maintenance of traffic signals that serve a County trunk highway and a City street.

OPTIONS

Approve
or
Table

FISCAL NOTE

The City has a budget for the City's portion of the shared cost and the shared cost should remain similar to the past years. The cost of the new traffic signals are included in the reconstruction cost.

RECOMMENDATION

Motion to adopt Resolution No. 2014- _____, a resolution authorizing certain officials to approve an agreement with Milwaukee County for the maintenance of a new traffic signal resulting from the reconstruction of S. 76th Street at the intersection of S. 76th Street and W. Drexel Avenue.

JMB/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2014- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO APPROVE AN AGREEMENT WITH MILWAUKEE COUNTY
FOR THE MAINTENANCE OF A NEW TRAFFIC SIGNAL
RESULTING FROM THE RECONSTRUCTION OF S 76TH STREET
AT THE INTERSECTION OF S. 76TH STREET AND W. DREXEL AVENUE

WHEREAS, a new traffic signal will be installed at the intersection of S. 76th Street and W. Drexel Avenue, as part of the infrastructure required for the reconstruction of S. 76th Street by Milwaukee County, and

WHEREAS, the traffic signal at the intersection of S. 76th Street and W. Drexel Avenue serves a County trunk highway and a City street, and

WHEREAS, it has been past practices of Milwaukee County and the City to share for maintenance costs based on a standard form agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to approve a maintenance agreement between Milwaukee County and the City for the maintenance of a traffic signal located at the intersection of S. 76th Street and W. Drexel Avenue.

THEREFORE, the Mayor and City Clerk are hereby authorized and directed to execute the agreement on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin on the _____ day of _____, 2014 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin on the _____ day of _____, 2014.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/db

**AGREEMENT FOR TRAFFIC SIGNALS AT SOUTH 76TH STREET (CTH "U") AND
WEST DREXEL AVENUE**

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the Intersection of South 76th Street (CTH "U") and West Drexel Avenue, hereinafter called "The Intersection".

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

Traffic signals and equipment be designed, operated and maintained at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- (a) That the County will design and construct the upgrades currently proposed for the Intersection under project 2160-10-70. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County will operate and maintain the traffic control signals, necessary underground conduit and related traffic control facilities at the Intersection; and will bill the City for one half (1/2) the cost of such maintenance.
- (c) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
- (d) That the County will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signals and control cabinet, controller service, malfunction management unit service, detector service, etc.) for the entire traffic control signal installation and will bill the City for one half (1/2) the cost of said maintenance.
- (e) That the County will make all necessary repairs and replacements to all equipment that fails to function properly as a result of normal wear and deterioration and will bill the City for one half (1/2) the cost of said repairs and replacements.
- (f) That the County will make all necessary repairs and replacements to all equipment damaged by accident, vandalism, or act of God, and pursue collection of damages against the responsible party. In the event the damages are not paid

within thirty (30) days of the original billing, it will bill the City for one half (1/2) the cost of repairing said damages. It will reimburse the City for one half (1/2) the recovered cost of the damages if the responsible party pays for the damages within ninety (90) days of recovery. If the County is unable to determine the responsible party, the County will bill the City for one half (1/2) the cost of repairs and replacements at the time all costs for the occurrence are known.

- (g) That it will, after notification and concurrence by the City, make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, revised standards or changed Intersection geometry, and within ninety (90) days of completion of said work, bill the City for one half (1/2) the cost of said additions or revisions.
- (h) That the County will assume routine maintenance responsibility for street lighting at the Intersection and will bill the City for the entire cost of said maintenance work.
- (i) The County shall bill the City annually for the costs as stated in I. (a), I. (b), I. (c), I. (d), I. (e) and I. (h).
- (j) That the County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (k) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Division (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

II. The City hereby agrees:

- (a) That the County will pay for the upgrades currently proposed for the Intersection. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
- (c) That the County is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (e), necessary repairs and replacements to all traffic control signal equipment which

is damaged as indicated in I. (f) and any necessary additions or revisions as indicated in I. (g) and any street lighting as indicated in I. (h). The City agrees to pay the costs as stated in items I. (a), I. (b), I. (c), I. (d), I. (e), I. (f), I. (g) and I. (h), when billed by the County.

- (d) That the County is to perform all work related to the operation of the traffic control signals at the subject Intersection, including engineering, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.
- (e) That the County shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (f) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Section (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed by the County, all of the traffic signal materials installed shall become the property of the County. If it becomes necessary, removal of City-owned materials will be accomplished by the County and the total cost billed to the City. City-owned materials shall be returned to the City.

IV. Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the Intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against the other agency.

V. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI. Duration

This agreement shall continue to be in force indefinitely unless and until it is superseded by a revised agreement at a later date.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/21/14
Reports & Recommendations	SUBJECT: Resolution authorizing certain officials to approve an agreement with Milwaukee County for the maintenance of a new traffic signal resulting from the reconstruction of S. 76th Street at the intersection of S. 76th Street and W. Puetz Road	ITEM NO. <i>G.11.</i>

BACKGROUND

Pursuant to the planned reconstruction of S. 76th Street by Milwaukee County from 600 feet north of W. High Street to Carter Circle in 2014, please be advised that as part of the project the traffic signal at the intersection of S. 76th Street and W. Puetz Road will be replaced with a new traffic signal.

ANALYSIS

It has been the practice of Milwaukee County to share with the municipality the cost of the maintenance of traffic signals that serve a County trunk highway and a City street.

OPTIONS

Approve
or
Table

FISCAL NOTE

The City has a budget for the City's portion of the shared cost and the shared cost should remain similar to the past years. The initial construction cost of the new traffic signals are included in the reconstruction cost.

RECOMMENDATION

Motion to adopt Resolution No. 2014- _____, a resolution authorizing certain officials to approve an agreement with Milwaukee County for the maintenance of a new traffic signal resulting from the reconstruction of S. 76th Street at the intersection of S. 76th Street and W. Puetz Road.

JMB/db

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2014- _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO APPROVE AN AGREEMENT WITH MILWAUKEE COUNTY
FOR THE MAINTENANCE OF A NEW TRAFFIC SIGNAL
RESULTING FROM THE RECONSTRUCTION OF S. 76TH STREET
AT THE INTERSECTION OF S. 76TH STREET AND W. PUETZ ROAD

WHEREAS, a new traffic signal will be installed at the intersection of S. 76th Street and W. Puetz Road, as part of the infrastructure required for the reconstruction of S. 76th Street by Milwaukee County, and

WHEREAS, the traffic signal at the intersection of S. 76th Street and W. Puetz Road serves a County trunk highway and a City street, and

WHEREAS, it has been past practices of Milwaukee County and the City to share for maintenance costs based on a standard form agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to approve a maintenance agreement between Milwaukee County and the City for the maintenance of a traffic signal located at the intersection of S. 76th Street and W. Puetz Road.

THEREFORE, the Mayor and City Clerk are hereby authorized and directed to execute the agreement on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin on the _____ day of _____, 2014 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin on the _____ day of _____, 2014.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/db

**AGREEMENT FOR TRAFFIC SIGNALS AT SOUTH 76TH STREET (CTH "U") AND
WEST PUETZ ROAD**

THIS AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County"; and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the operation and maintenance of the traffic control signals and related traffic control facilities at the Intersection of South 76th Street (CTH "U") and West Puetz Road, hereinafter called "The Intersection".

NOW, THEREFORE, in consideration of the mutual promises of each agency made to the other, and the fulfillment of the terms and conditions, agreements and understandings hereinafter set forth,

IT IS MUTUALLY AGREED by and between the parties that:

Traffic signals and equipment be designed, operated and maintained at the Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

- I. The County hereby agrees:
 - (a) That the County will design and construct the upgrades currently proposed for the Intersection under project 2160-10-70. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
 - (b) That the County will operate and maintain the traffic control signals, necessary underground conduit and related traffic control facilities at the Intersection; and will bill the City for one half (1/2) the cost of such maintenance.
 - (c) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
 - (d) That the County will assume routine maintenance responsibility (lamp renewal, cleaning, lens replacement, traffic control signals and control cabinet, controller service, malfunction management unit service, detector service, etc.) for the entire traffic control signal installation and will bill the City for one half (1/2) the cost of said maintenance.
 - (e) That the County will make all necessary repairs and replacements to all equipment that fails to function properly as a result of normal wear and deterioration and will bill the City for one half (1/2) the cost of said repairs and replacements.
 - (f) That the County will make all necessary repairs and replacements to all equipment damaged by accident, vandalism, or act of God, and pursue collection of damages against the responsible party. In the event the damages are not paid

within thirty (30) days of the original billing, it will bill the City for one half (1/2) the cost of repairing said damages. It will reimburse the City for one half (1/2) the recovered cost of the damages if the responsible party pays for the damages within ninety (90) days of recovery. If the County is unable to determine the responsible party, the County will bill the City for one half (1/2) the cost of repairs and replacements at the time all costs for the occurrence are known.

- (g) That it will, after notification and concurrence by the City, make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, revised standards or changed Intersection geometry, and within ninety (90) days of completion of said work, bill the City for one half (1/2) the cost of said additions or revisions.
- (h) That the County will assume routine maintenance responsibility for street lighting at the Intersection and will bill the City for the entire cost of said maintenance work.
- (i) The County shall bill the City annually for the costs as stated in I. (a), I. (b), I. (c), I. (d), I. (e) and I. (h).
- (j) That the County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (k) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Division (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

II. The City hereby agrees:

- (a) That the County will pay for the upgrades currently proposed for the Intersection. The County will pay for any future upgrades to the Intersection and bill the City for one half (1/2) the cost of the upgrades.
- (b) That the County as subscriber for service with We Energies, will pay the total cost of energy for the traffic signals at the Intersection and will bill the City for one half (1/2) the cost of energy for the traffic control signals at the Intersection.
- (c) That the County is to perform routine maintenance for the entire traffic control signal installation as indicated in I. (d), necessary repairs and replacements to all traffic control signal equipment which fails to function as indicated in I. (e), necessary repairs and replacements to all traffic control signal equipment which

is damaged as indicated in I. (f) and any necessary additions or revisions as indicated in I. (g) and any street lighting as indicated in I. (h). The City agrees to pay the costs as stated in items I. (a), I. (b), I. (c), I. (d), I. (e), I. (f), I. (g) and I. (h), when billed by the County.

- (d) That the County is to perform all work related to the operation of the traffic control signals at the subject Intersection, including engineering, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.
- (e) That the County shall operate and adjust the traffic signal controller in such a manner as to best meet prevailing traffic conditions as determined by the County Traffic Engineering Section.
- (f) If discovered by City forces, the City agrees to promptly notify the County through its Highway Maintenance Section (at the phone number listed below), of any damage, lamp outage, lens breakage, or seeming malfunctions of traffic control equipment or related traffic control facilities.

Highway Maintenance Division (414) 257-6566

III. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed by the County, all of the traffic signal materials installed shall become the property of the County. If it becomes necessary, removal of City-owned materials will be accomplished by the County and the total cost billed to the City. City-owned materials shall be returned to the City.

IV. Liability

The County shall request layouts of the City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the Intersection and any change or revision thereto as may take place in the future.

In the event that any person or persons make claim for injury or damages arising from alleged malfunctioning of the traffic control facilities at the Intersection, each agency shall defend itself against any claim made against it. In the event that liability and consequent damages are awarded any person or persons from alleged malfunctioning of traffic control facilities at the Intersection, each agency shall pay that portion of said claim as it may be found liable therefore. No agency shall be required to pay any damages assessed against the other agency.

V. Payments

All payments due under this agreement shall be paid within thirty (30) days after receipt of an invoice of same.

VI. Duration

This agreement shall continue to be in force indefinitely unless and until it is superseded by a revised agreement at a later date.

This agreement supersedes, rescinds, and replaces any and all previous agreements that may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the Intersection.

APPROVAL <i>Shw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/21/14
Reports & Recommendations	SUBJECT: Resolution authorizing officials to execute an engineering services proposal for the proposed construction of a new water and wastewater facility	ITEM NO. <i>G.12.</i>

BACKGROUND

The Franklin Board of Water Commissioners at their regular meeting of December 17, 2013 recommended to the Common Council that the City enter into an agreement with Graef-USA, Inc. for the design development, construction documents, and contract administration for a proposed water and wastewater facility to be constructed at the existing site at 5550 W. Airway Avenue. Additional land was purchased in 2008 to provide for the construction of the building to avoid any conflict with the old Federal Nike site.

Graef was previously selected after going through a complete quality based selection process of architectural/civil/site firms. Authorization was given at that time to proceed with space needs and preliminary plans and was given by the Mayor and Council based on a recommendation by the Franklin Board of Water Commissioners. The lead architect, Mark Rapant, from Graef, who would serve as project manager, has served in similar duties in the development of the Public Works Garage. That facility being well received in design and functionality.

ANALYSIS

The Board of Water Commissioners placed the project on hold in 2008 due to unknown items such as a pending rate increase by Oak Creek and the faltering economy. Funding was not available at that time as the project is estimated to cost \$3 million dollars. A financial review by the City's Financial Officer and advisor to the Board of Water Commissioners has indicated that funding is presently available in the sanitary sewer fund and with some short term borrowing funds will be available from the water utility without a major impact to the water rates.

The cost to complete the design through the bidding stage is \$140,800 which is approximately 4.7% of the estimated \$3 million cost. An additional cost based on an hourly rate not to exceed three percent (\$90,000) will be incurred for contract administration services.

OPTIONS

Motion to adopt approval resolution
or
Table

FISCAL NOTE

The 2014 Budget included this project with a \$3 million cost split between the Sewer Fund and Water Utility.

The Sewer Fund has funds on hand to finance this project. The Water Utility will use \$300,000 of Water Impact Fees and finance the balance.

RECOMMENDATION

Motion to adopt Resolution No. 2014-_____ a resolution authorizing officials to execute an engineering services proposal for the proposed construction of a new water and wastewater facility.

JMB/db

One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com



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December 16, 2013

Mr. John M. Bennett, P.E.
Director of Public Works/City Engineer
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Subject: **Engineering Services Proposal for the
Proposed Water and Wastewater Facility**
GRAEF Project No. 2013-0168.01

Dear Mr. Bennett:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to the City of Franklin (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services for the design development, construction documents, and contract administration for the proposed new City of Franklin Water and Wastewater Facility (Project). This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

It is our understanding that the nature of the Project is to provide project management services, civil engineering services, landscape architectural design services, architectural design services, structural engineering services, mechanical engineering services, plumbing engineering services, fire protection design services, and electrical engineering services for a proposed remodeling of the existing Sewer and Water Utility Building and a 20,200 square foot addition to the existing building based on the attached preliminary design Concept 4B dated August 14, 2013, with an estimated construction cost of \$2,800,000 to \$3,000,000.

For this Project, GRAEF proposes to provide the following Basic Services:

1. **SCHEMATIC DESIGN, DESIGN DEVELOPMENT, AND CONSTRUCTION DOCUMENT SERVICES**

a. **Project Management Services**

- Coordinate design activities amongst all GRAEF design disciplines.
- Facilitate one(1) Pre-Design Meeting with City of Franklin Staff and GRAEF designers, and prepare meeting notes.
- Facilitate up to two (2) design progress meetings with City of Franklin staff and GRAEF designers, and prepare Meeting Notes.
- Facilitate internal Design Team meetings.



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- Prepare Division 00 and Division 01 documents for Project Manual.
- Coordinate internal quality control reviews of all project documents.
- Prepare up to two (2) presentations to City of Franklin Departments, Boards, and/or Committees.
- Present building elevation, landscaping, and site lighting documents at City of Franklin Plan Commission Meeting.
- Prepare and submit documents to State of Wisconsin for plan review and approval.
- Facilitate one (1) Pre-Bid Meeting.
- Prepare addendum documents as required during bidding phase.
- Assist the City of Franklin with the review of qualified bids.

b. Additional Schematic Design Services

- As a part of this proposal, GRAEF proposes to provide schematic design services to identify alternatives for stormwater management and to identify alternatives for green infrastructure initiatives. These green initiatives will include a green roof, pervious paving, rain gardens, and daylighting. GRAEF will present alternatives to the Client, prepare schematic design for selected options, and provide schematic design estimates of probable construction costs of these options. A professional services fee to prepare design development documents and construction documents for the selected stormwater management and green infrastructure alternatives will be negotiated at a later date based on the features selected by the Client.

c. Civil Engineering Services

- Design site grading and paving.
- Design site water and sanitary sewer systems.
- Prepare construction document plans including:
 - site demolition plan; site development plan; erosion control plan; grading and paving plan; water, sanitary sewer, and storm water utility plans; and site details.
- Prepare technical civil specifications.
- Attend one (1) meeting with Client.
- Prepare documentation for agency plan review.
- Complete quality control reviews of civil documents.
- Apply for the following permits:
 - Notice of Intent, and
 - Storm sewer, water main, and sanitary sewer.
- Prepare estimate of probable civil construction costs.
- Prepare addendum documents as required during bidding phase.

d. Stormwater Management Services

- Determine Site Requirements: A preliminary investigation of the proposed site conditions reveals that the increase in new impervious surface is slightly more than one half acre – requiring water quantity standards. GRAEF will complete a full study of the existing and proposed conditions of the project site to determine:

- The exact value of increased impervious surface.
- The exact value of total land disturbance to determine the application of NR 151 for stormwater quantity.
- Options for reductions in impervious cover.

e. Landscape Architectural Design Services

- Conduct one (1) site visit to assess existing conditions and verify landscape features with Site Topographic Survey information.
- Review applicable municipal codes and ordinance information.
- Prepare design development level landscape plan for Client review and comment. Show proposed tree locations and general plant load massing.
- Prepare construction document plans including:
 - planting plans, plant lists, and planting details.
- Landscape plans shall be designed to meet the minimum standards of the City of Franklin and the requirements of the Unified Development Ordinance.
- Prepare technical landscape specifications.
- Complete quality control reviews of landscape documents.
- Prepare estimate of probable landscape construction costs.
- Prepare addendum documents as required during bidding phase.

f. Architectural Design Services

- Complete a building code review to confirm:
 - exit requirements,
 - occupancy separations,
 - type of construction required,
 - fire separations and material requirements,
 - accessibility requirements, and
 - sanitary requirements.
- Prepare construction document plans including:
 - first floor and mezzanine plans; reflected ceiling plans; roof plans and details; room elevations with cabinetry and/or fixtures; building elevations; building cross sections; wall sections and wall types; door, frame, and hardware types, details and schedules; window details; stair sections and details; and room finish schedules.
- Prepare rendered building elevations for Plan Commission approval.
- Prepare technical architectural specifications.
- Attend up to two (2) meetings with Client.
- Complete quality control reviews of architectural documents.
- Prepare documentation for agency plan review.
- Prepare estimate of probable architectural construction costs.
- Prepare addendum documents as required during bidding phase.

g. Structural Engineering Services

- Design and detail clear span roof structure over garage.
- Design and detail clear span precast plank mezzanine structure.
- Select and detail load bearing precast wall panels.
- Design and detail shallow spread footing foundations including modifications to existing building foundations.
- Prepare construction document plans including:
 - foundation plans, mezzanine framing plans, roof framing plans, and details.
- Prepare technical specifications for structural systems.
- Complete quality control reviews of structural documents.
- Prepare documentation for agency plan review.
- Prepare estimate of probable structural construction costs.
- Prepare addendum documents as required during bidding phase.

h. Mechanical Engineering Services

- Conduct a code review for the facility type.
- Perform heat loss and heat gain calculations.
- Design garage ventilation utilizing fume detection sensors.
- Design compressed air system for connection to vehicles.
- Prepare construction document plans including:
 - equipment, duct mains, and terminal device plans; equipment schedules; and mechanical details.
- Prepare technical mechanical specifications.
- Attend one (1) meeting with Client.
- Complete quality control reviews of mechanical documents.
- Prepare documentation for agency plan review.
- Prepare estimate of probable mechanical construction costs.
- Prepare addendum documents as required during bidding phase.

i. Plumbing Engineering Services

- Conduct a code review for the facility type.
- Perform water demand and water heating calculations.
- Design 6" water supply for water meter testing.
- Prepare construction document plans including:
 - pipe routing, fixture and equipment plans; equipment schedules; and details.
- Prepare technical plumbing specifications.
- Complete quality control reviews of plumbing documents.
- Prepare documentation for agency plan review.
- Prepare estimate of probable plumbing construction costs.
- Prepare addendum documents as required during bidding phase.

j. Fire Protection Design Services

- Perform hose stream and water demand calculations.
- Prepare drawing indicating the occupancy hazard classification of each space.
- Prepare scope specifications for fire protection system requirements.
- Complete quality control reviews of fire protection documents.
- Prepare documentation for agency plan review.
- Prepare estimate of probable fire protection construction costs.
- Prepare addendum documents as required during bidding phase.

k. Electrical Engineering Services

- Conduct a code review for the facility type.
- Perform electrical load calculations.
- Circuit all mechanical, lighting, receptacle and other electrical loads.
- Design lighting controls.
- Design exterior building, parking, and site lighting with photometric plan.
- Layout and circuit emergency lighting and exit signage.
- Design emergency generator system with automatic transfer switch.
- Design security camera layout and video recording equipment.
- Design access security system.
- Design fire alarm systems.
- Layout rough-ins for telecommunication and data devices.
- Prepare construction document plans including:
 - equipment, receptacle, and lighting plans; equipment schedules; and electrical details.
- Prepare technical electrical specifications.
- Attend one (1) meeting with Client.
- Complete quality control reviews of electrical documents.
- Prepare estimate of probable electrical construction costs.
- Prepare addendum documents as required during bidding phase.

2. CONTRACT ADMINISTRATION SERVICES

- Facilitate one (1) Pre-Construction Meeting with selected Contractors and City of Franklin Staff, and prepare meeting notes.
- Respond to Contractor questions.
- Prepare up to six (6) project change directives.
- Facilitate up to ten (10) bi-weekly construction progress meetings with the Contractor representatives and designated City of Franklin Staff, and prepare Meeting Notes.
- Conduct up to twenty (20) site visits during construction and prepare Field Reports.
- Conduct one (1) final site visit per discipline at 100% project completion and prepare punch lists for incomplete or unacceptable conditions.
- Prepare record (as-built) drawings in electronic and hard copy format.



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3. SCHEDULE

GRAEF will endeavor to perform the proposed Basic Design Development and Construction Document Services per the following schedule:

- within 120 days of a signed contract.

4. CLIENT PROVIDED SERVICES

For this Project, it is our understanding Client will provide the following services, items and/or information:

- Access to the project site.
- Existing building drawings.
- Geotechnical Engineering Report.

5. PROFESSIONAL SERVICES FEES

- a. For all Schematic Design, Design Development, and Construction Document Services up through contract award, Client agrees to compensate GRAEF a lump sum fee of \$140,800, plus reimbursable expenses.
- b. For all Contract Administration Services after contract award, Client agrees to compensate GRAEF on an hourly basis with a maximum not-to-exceed fee of 3.0% of the construction bid price, plus reimbursable expenses.
- c. Reimbursable Expenses including bid advertising costs, mileage, printing, and plan review fees will be invoiced separately at cost.
- d. At your written request, GRAEF will provide the following Additional Services for additional compensation based on hourly rates of personnel assigned:
 - Stormwater quantity, quality, and infiltration final design services.
 - Green infrastructure alternative final design services.
 - Environmental testing and analysis services.
 - Landscape irrigation design services.
 - Interior furniture and equipment design and selection services.
 - Site furnishings or other site amenity design and selection services.
 - Exterior message sign design services.

To accept this proposal, please sign and date this proposal and return one copy to GRAEF. Upon receipt of an executed copy, GRAEF will commence work on the Project.



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Graef-USA Inc. looks forward to providing these services to the City of Franklin. Please feel free to contact me to discuss any details of this proposal.

Sincerely,
Graef-USA Inc.

Mark J. Rapant, AIA, P.E.
Project Manager

Accepted by: City of Franklin

(Signature)

(Name Printed)

(Title)

Date: _____

Michael N. Paulos, P.E.
Principal

Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on December 16, 2013 (Agreement) by and between Graef-USA Inc. (GRAEF) and the City of Franklin (Client).

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.

Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on November 18, 2013 (Agreement) by and between Graef-USA Inc. (GRAEF) and City of Franklin (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement.

Limitation of Liability: Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

Additional Services: Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

Collection Costs: Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services.** No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services.



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Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

Insurance: GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

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Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

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Dispute Resolution: GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

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Governing Law: This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Standard Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

RESOLUTION NO. 2014 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE
AN ENGINEERING SERVICES PROPOSAL
FOR THE PROPOSED CONSTRUCTION OF A
NEW WATER AND WASTEWATER FACILITY

WHEREAS, the need for the construction of a new water and wastewater facility exists; and

WHEREAS, the City has utilized a quality selection process to select an architectural/civil site consultant to begin a design process; and

WHEREAS, a selection committee unanimously found Graef-USA, Inc. as the most qualified firm to design this building; and

WHEREAS, Graef has developed conceptual plans based on space needs; and

WHEREAS, Graef has now submitted a proposal to perform necessary services for the design development, construction documents, and contract administration for the proposed new water and wastewater facility; and

WHEREAS, Graef has indicated these services will be performed for a cost as detailed in the proposal; and

WHEREAS, the existing facility and a conceptual proposed building design have been reviewed by the Mayor, Common Council and staff; and

WHEREAS, a project cost of a new water and wastewater facility in the estimated amount of \$3,000,000 is included in the 2014 budget; and

WHEREAS, funds for the described services would be taken from the project account included in the City's 2014 budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, which the Mayor and City Clerk are authorized to execute proposal whereby Graef-USA, Inc. shall perform necessary services for the design development, construction documents, and contract administration for the proposed water and wastewater facility for a cost as detailed in the proposal.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2014
REPORTS & RECOMMENDATIONS	Approval of a Job Description Revision for Assistant Mechanic	ITEM NUMBER <i>G.13.</i>

The Public Works Superintendent has recommended changes to the job description for the Assistant Mechanic.

There are a few minor duty clarifications but the significant requested change is to the Minimum Qualifications, Education and Experience. The prior approved job description, last updated in 2004, required only a high school education/GED with 1 year of related experience. Mr. Schaefer would prefer to attract applicants with higher skill sets and thus has recommended a requirement of an Associates Degree in automotive truck repair and 1 year of related experience. Applicants without a degree can be considered if they have 3+ years of related experience.

This item is on the Personnel Committee agenda for Monday, January 20th. Their recommendation will be reported to the Common Council on January 21st.

COUNCIL ACTION REQUESTED

Motion to approve the revision to the Job Description for Assistant Mechanic.

Conduct various analyses and inspections of vehicles and mechanical systems to determine the most cost-effective means of maintenance, repair or replacement.

Fabricate needed parts or items from sheet metal.

Weld or solder broken parts and structural members using electric or gas welders and soldering tools.

Perform skilled diagnostic and repair procedures on standard and electronic ignition systems along with computerized fuel injection, diesel fuel systems and total vehicle electrical systems including multi-plex wiring.

Diagnose hydraulic system failures including hydraulic pumps, motors and control valve systems. Make and replace hydraulic lines and fittings.

As authorized by the Superintendent or Assistant Superintendent and/or Mechanic I, purchase equipment, parts, and supplies used for vehicle and mechanical system maintenance.

Provide emergency field assistance to disabled equipment, as needed.

Prepare and maintain maintenance records of equipment and mechanical equipment.

Plow snow and perform light equipment operator duties as required or requested.

Perform other related, similar or logical duties as assigned or required by the supervisor.

The duties listed above are ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. It does not imply that all positions within the class perform all of the duties listed, nor does it necessarily list all possible duties that may be assigned.

Minimum Qualifications, Education, and Experience:

Associates Degree in automotive truck repair and 1 year of experience in the repair, maintenance and reconditioning of a variety of gasoline and/or diesel powered automotive construction and/or maintenance equipment is required. A high school diploma/GED plus 3+ years of verifiable experience as a general automotive mechanic with shop experience in the repair, maintenance and reconditioning of a variety of gasoline and/or diesel powered automotive construction and/or maintenance equipment may be considered in lieu of the Associates Degree.

Deleted: Graduation from high school or GED equivalent plus some specialized training in mechanics, maintenance, or a closely related field, one (1) year experience, or any equivalent combination of education and experience.

Language Skills:

Ability to read and interpret documents such as safety rules, operating maintenance, and procedure manuals.

Ability to communicate orally, in writing, and understand and follow written and oral instructions.

Mathematical Skills:

Ability to add, subtract, multiply and divide in all units of measure using whole numbers.

Reasoning Ability:

Ability to establish and maintain effective relationships with employees, supervisors, vendors and the general public.

Ability to make independent judgments that have moderate impacts on the organization.

Necessary Skills and Abilities:

Thorough knowledge of automotive mechanics.

Considerable knowledge of gas and diesel engines, transmissions, hydraulics, generators, and welding; price trends, grades and quality of materials and equipment.

Working knowledge of the hazards and safety precautions common to municipal maintenance and repair activities.

Working knowledge of the practices, methods, materials and tools used in modern equipment maintenance.

Skill in the operation of listed tools and equipment.

Ability to establish and maintain effective preventive maintenance programs, policies and procedures.

Ability to carry out assigned projects to their completion.

Ability to diagnose faults or malfunctions to determine required repairs using engine diagnostic equipment such as computerized test equipment and calibration devices.

Deleted: Ability to make independent judgments which have moderate impacts on the organization.¶

Supervision Received:

Works under the general supervision of the Public Works Superintendent.

Supervision Exercised:

None.

Responsibility for Public Contact:

Frequent contact requiring courtesy, discretion, and sound judgment.

Licensing and Certification:

Must possess a valid Wisconsin Class A CDL License with N endorsement. **MANDATORY.** After employment, employees will be required to attend city sponsored safety, health and job training seminars, i.e.; Personal Protection Equipment, Respiratory Protection, Competent Person, Confined Space Entry, Hazard Communications, First Aid/CPR, or any other course or training required by the Department of Commerce or City necessary for an employee to safely, skillfully and productively perform their job.

Tools and Equipment Used:

Motorized vehicles for mechanical testing purposes, power tools, hand tools and equipment for vehicle and mechanical system work; mechanic's tools including jacks, hydraulic lifts, air tools, and other tools required for minor repairs and routine maintenance of motorized vehicles; electronic vehicle diagnostic equipment; personal computer, calculator, telephone; mobile or portable radio. Transportation vehicles, dump truck, pickup truck, utility truck, street sweeper, skid steer, jetter/inductor truck, front-end loader, snow removal equipment, street roller, manlift, tamper, plate compactor, saws, pumps, tar kettle, compressors, sanders, generators, stump grinder, brush chipper, common hand and power tools, shovels, wrenches, detection devices, mobile radio, telephone, ditch witch, brush chipper and hand tools used in the maintenance of vehicles.

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; use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk, hear and smell. The employee is often required to walk short distances, sometimes over uneven terrain. The employee may also be required to perform strenuous tasks under varying weather conditions.

The employee must frequently lift and/or move up to 40 pounds, and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Deleted: ¶

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 frequently works near in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places. The employee is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals and vibration.

The noise level in the work environment is moderate, at times loud when operating tools and equipment.

Selection Guidelines:

Formal application, review and rating of education and experience, job related written test, oral interview and a reference check. A practical exam may be required.

Miscellaneous:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statement of duties does not exclude them from 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.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slaw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1-21-2014</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Lease Agreement for new Sharp MX-3140N Inspection Copier</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.14.</i></p>

The lease on the current Building Inspection Department Sharp Copier has expired. We have reviewed equipment and are recommending that we lease a Sharp MX_3140N digital copier for 4 years. The need for the replacement copier was anticipated in the 2014 budget.

The copier in our office is used to print all permits, inspection requests and all other Inspection Department documents and is an essential piece of office equipment. In addition to printing and copying, it is used for scanning and sending and receiving faxes.

Building Inspection in the past has either purchased or has leased 4 Sharp copiers and has found them to be extremely reliable and when maintenance is need, Office Copying Equipment has provided rapid and reliable service. There are currently Sharp copiers in use in the Engineering, Planning, Inspection, Clerk's offices and in the Fire Department.

The MX-3140N lease cost is off the State of Wisconsin Bid contract. The 4 year` lease cost for our current copier is \$152.24 per month and has expired. The 4 year lease cost of the Sharp MX-3140N we are requesting is \$128.22; this is a savings of \$24.02 a month in the cost of the lease. This will result the lease costs coming in below the 2014 budget figure

COUNCIL ACTION REQUESTED

A motion to authorize the Director of Administration to enter into a 4 year lease agreement for the Inspection Department, with Sharp through Office Copying Equipment, LTD., using the State Bid.

INVESTMENT OPTIONS

PROPOSED SYSTEM for **CITY OF FRANKLIN – INSPECTION DEPARTMENT**

NEW SHARP MX-3140N DIGITAL BLACK & WHITE / FULL COLOR COPIER

NEW SHARP MX-FX11 FAX BOARD

NEW SHARP MX-DE13 PAPER DECK WITH 2ND, 3RD, & 4TH 500 SHEET DRAWERS

NEW SHARP AR-D5133NT SURGE PROTECTOR

	Sharp Retail	(Per Month) 4 Year Lease*
Sharp MX-3140N	\$ 12,995.00	\$ 104.95*
Sharp MX-FX11	\$ 1,295.00	\$ 10.09*
Sharp MX-DE13	\$ 1,495.00	\$ 10.76*
Sharp AR-D5133NT	\$ 195.00	\$ 2.42*

PROPOSED SYSTEM	\$ 15,980.00	\$ 128.22*
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*Sharp MX-3140N Digital Copier Pricing is based on the State Contract # 15-60042-012 Pricing / Band 10. * Above pricing also includes network printing and full color network scanning at No Charge!!

AVAILABLE OPTIONS

	Sharp Retail	(Per Month) 4 Year Lease*
Sharp MX-FN17** (additional) + \$ 1,895.00 ** Stapling Option		+ \$ 14.26/mo.
Sharp MX-PN11B** (additional) + \$ 850.00 ** Hole Punching Option, must have finisher installed!		+ \$ 7.53/mo.

ADDITIONAL FEES (as a stand-a-lone digital copier)

Set-Up, Delivery & Training	(Norm. \$100.00)	\$ N/C
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MAINTENANCE CONTRACT

Annual Advance Fees		\$ - 0 -
Per Copy "Meter Click" Charges	(Black & White)	\$ 0.009**
	**with NO Monthly Minimums!!	
Per Copy "Meter Click" Charges	(Full Color)	\$ 0.065**
	**with NO Monthly Minimums!!	

AGREEMENT PER COPY CHARGE INCLUDES ALL OPERATING COSTS WITH THE EXCEPTION OF PAPER & STAPLES.

SERVICE PARTS, LABOR, DRUMS, FUSER ROLLERS, MAINTENANCE KITS, BLACK TONERS, BLACK DEVELOPERS AND PM CALLS ARE ALL PROVIDED AT NO COSTS UNDER THE TERMS OF OUR CONTRACT.

OPTIONAL NETWORK SUPPORT

Integration Available on an Hourly Basis @ \$ 125.00 per Hour

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2014
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens Travel Program Update for 2013 Year End	ITEM NUMBER <i>G.15.</i>

To fulfill the June 19, 2007 directive of the Common Council requesting that an update of the Franklin Seniors Travel Program be prepared semi-annually, with Mrs. Shirley Bird, Tour Director, reporting in January and July of each year, attached is correspondence from Mrs. Shirley Bird on 2013 trip statistics and activities.

Eleven (11) trips were taken in 2013 totaling \$8,284. Of this total amount, \$4,684 was paid by Milwaukee County Community Development Block Grant (CDBG) Funds and \$3,600 was expended from the \$5,000 Senior Travel Program Budget for 2013.

Note that the CDBG program restrictions limit the application of certain trip costs to the CDBG program. This recent development will lead to some annual fluctuation in the amount of CDBG and City dollars attributed to the program. As such, the "even split" between City and CDBG funding should be considered an average result, not a typical result. As such, through a recommendation that will be going to the Finance Committee, staff will be recommending the carryover of unused City resources of \$1,600 so that the Franklin Senior Citizens Travel Program can continue to deal with some annual fluctuations caused by Federal requirements and limitations.

COUNCIL ACTION REQUESTED

This item is being provided at the direction of the Common Council for its information. No action is being requested.

Shirley J. Bird
8904 S. 81st Street
Franklin, WI 53132
414-425-4502

RECEIVED
CITY OF FRANKLIN
2014 JAN 16 PM 2:34

January 21, 2014

Honorable Mayor and Members of the City of Franklin Common Council
9229 W. Loomis Road
Franklin, WI 53132

RE: 2013 Franklin Senior Travel Program

Ladies and Gentlemen:

2013 was a very successful and positive year for the City of Franklin Senior Travel Program.

In the calendar year of 2013, the Franklin Senior Travel Program organized eleven different trips, with very good participation from Franklin residents, both non-club and club members.

2013 Travel Program Statistics

1. Participation

- A total of 478 people took trips through the senior travel program in 2013.
(See attachment #1)
- Of that number, 236 were Franklin residents and club members, 225 were Franklin, non-member residents, and 17 were non-City residents.
- 185 different people took trips through the program in 2013.
- 103 people went on at least one trip in 2013.
- 82 people went on one or more trips.
- There were 103 men on the 11 trips and 375 women on the trips.
- Special needs people requiring walkers, canes and wheelchairs participated in trips throughout the year, 17 handicapped men and 45 handicapped women.
- Of the 17 non-Franklin residents that took trips, I collected \$170.00 for 17 non-residents, i.e. \$10 extra per person, per trip. This extra money collected from these non-residents was used to offset senior travel trip expenses. There were no trips where the bus money was included in the trip price. (See attachment #2)

2. Phone Calls and Advertising

- 75 phone calls were received requesting trip flyers and questions regarding the program during 2013. From those phone calls, 69 Franklin residents booked trips.
- The Travel Program is advertised in several locations during the year. These include the Franklin Recreation Department's Guide, the City newsletter, the City of Franklin government access TV channel under "News and Events." (See Attachment #3)

2013 Budget

- The 2013 bus budget for the Travel Program was \$10,000.00. The actual cost of the 11 trips to the City of Franklin totaled \$8284.00, under budget by \$1716.00. (See Attachment #4)

So . . . What's New for 2014?

- Using the budget number of \$10,000.00 for 2014, 12 trips have been planned and scheduled, with more possible, depending on budget constraints.
- A list of trips for February through June 2014 is published in the current City Newsletter.
- 2014 trips include the Fireside dinner theatre; German Mardi Gras – Sheboygan Falls, Polish Chicago, Spires and Steeples, Fox River Cruise, and Tour the Algoma, WI Area, a Presidential Day in Dixon, IL and much more.

If you should have questions regarding the Franklin Seniors Travel Program, please contact me at any time.

Sincerely,



Shirley J. Bird
Franklin Seniors Tour Coordinator

Enclosures

Youth Basketball Clinic
Co-ed 1st Grade

This program is for building basketball fundamentals. The atmosphere will be work hard and have fun! This is not a league but rather a skill learning class. By the end of the session your child will have a better knowledge of dribbling, passing, rules and positions, good sportsmanship and teamwork.

MEETS: Wednesdays, April 16 – May 21
TIME: 5:45 – 6:40 PM **CODE:** SY129A-1
FEE: Franklin Resident \$33
 Non-Resident \$50

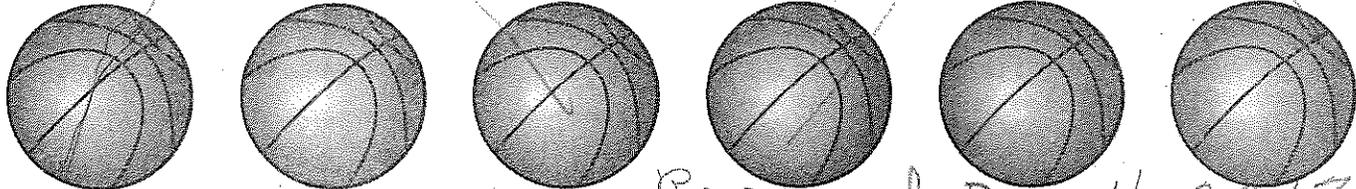
LOCATION: Pleasant View School – Gym
ENROLLMENT: Min. 15 Max. 30
INSTRUCTOR: Tom Niemiec

Youth Basketball Clinic
Co-ed 2nd Grade

This program is very similar to the 5-6 year old program. The atmosphere will be work hard and have fun! This is not a league but rather a skill learning class. By the end of the session your child will have a better knowledge of dribbling, passing, rules and positions, good sportsmanship and teamwork.

MEETS: Wednesdays, April 16 – May 21
TIME: 6:50 – 7:45 PM **CODE:** SY129B-1
FEE: Franklin Resident \$33
 Non-Resident \$50

LOCATION: Pleasant View School – Gym
ENROLLMENT: Min. 15 Max. 30
INSTRUCTOR: Tom Niemiec



Received Dec 4 2013

SENIOR CITIZENS

See specific Senior Citizen information about the Monthly Luncheon and Monthly Social on our website www.franklin.k12.wi.us. Recreation tab, and then Additional Programs/classes tab.

CITY OF FRANKLIN SENIOR TRAVEL PROGRAM

RESERVATIONS:
 Must be a Franklin resident and 55 years of age or older. Reservations: accepted on a **first come first served basis. No phone reservations. Full payment guarantees your reservation.**

REFUNDS
 No refunds given after the deadline unless your ticket can be resold.

NON RESIDENT
 Non residents of Franklin may participate in tours **if space is available after deadline of the trip.** The cost is \$10 more, if space is available.

INSURANCE
 The City of Franklin or The Franklin Senior Citizen, Inc. Club does not provide medical insurance or hospitalization coverage for people participating in tours or activities.

CANCELLATIONS
 Tours may be cancelled due to weather or lack of interest.
ALL TRIPS HAVE LIMITED SEATING. Trips depart from the NE corner of Pick 'n Save parking lot at 76th & Rawson.

Questions or more information on trips, call
Shirley Bird, 425-4502

FEBRUARY 15

Dorf Kapelle Fasching Celebration – Sheboygan Falls – First stop is the Kohler Design Center for a self-guided tour of this three-level showcase of product design, technology and American History. Next join the fun of the German Mardi Gras (Pre-Lenten) celebration at the Great Fasching Fest Hall. Enjoy a delicious feast while strolling musicians entertain you. After the feast, sit back and enjoy the Dorf Kapelle. You may direct the band, get a dance lesson or enter the tuba contest.

Resident \$62 Non-Resident \$72
Reservation Deadline: January 9

MARCH 18

Polish Chicago's Spires & Steeples – Chicago, IL – Visit the Polish Museum of America. Exhibits include paintings, sculptures, stained glass, folk costumes & more. Enjoy a Polish Buffet lunch at the Red Apple. Then tour St. Hyacinth Basilica – one of the many polish churches that dominate over the Kennedy Expressway. We'll stop at a Polish bakery on the way home.

Resident \$78 Non-Resident \$88
Reservation Deadline: February 4

APRIL 9

Mary Poppins – Lunch and Show at the Fireside Dinner Theater

Resident \$66 Non-Resident \$76
Reservation Deadline: February 21

MAY 20

Fox River Scenic Cruise on the Foxy Lady – Green Bay – First stop is at Seroogy's Chocolates in DePere. Lunch at Titledown Brewing Company, located along the Fox River in the historic Chicago and Northwestern train depot. After lunch we will board the new luxury yacht the Foxy Lady 11. Relax and admire the scenery on this narrated sightseeing cruise on the Fox River.

Resident \$62 Non-Resident \$72
Reservation Deadline: March 7

Look for up and coming Senior trips in the next issue of the Franklin Recreation Department Guide.

The Franklin Senior Citizen Club is open to ALL Franklin Residents who are 55 years of age or older. Membership Fee is \$15 per year. For information, contact Fred Knueppel 414-421-2603.

Franklin Senior Walking Club

Meets: 9:00 – 11:00 AM every Thursday at Milwaukee Sports Complex, 60th and Ryan Road
Dues: \$5.00 (includes T-shirt)
Contact: Russ Sepanski at 414-425-7984

Sports Camps

Received Dec 6, 2013



Keep On Moving!

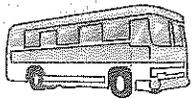
How many times have you told yourself, "I will start my diet tomorrow?" A "diet" is not the answer; choosing a well-rounded healthy lifestyle is the key. Many residents in Franklin already embrace the notion that physical activity is part of a healthy lifestyle and one of the most significant things you can do for your health.

For most individuals, moderate-intensity aerobic activity, like brisk walking, is a safe way to get the recommended amount of daily physical activity. Brisk walking just 30 minutes 5 times per week will help you reap the rewards of physical activity which include:

- Controlling weight
- Strengthening bones and muscles
- Improving mental health and mood
- Improving ability to do daily activities and prevent falls in older adults

In addition to walking, the City of Franklin is rich with opportunity for people who would like to boost their activity level even further. Whether you are into mountain biking, Zumba, yoga, or almost anything in between, it is available right in our community. The time to embrace a well-rounded healthy lifestyle is NOW. There is an obesity epidemic facing the nation and Franklin is not immune to this public health crisis. 2012 statistics reveal 58% of Franklin adults are overweight or obese; that is more than 17,000 residents!

Are you ready to make the change Franklin? We are all part of the solution. Stay tuned to find out more!



City of Franklin Senior Travel Program

Looking to meet new friends and enjoy traveling? Then the Franklin Senior Travel Program is for YOU!

Reservations: Open to all Franklin residents who are 55 years of age and older. Accepted on a first-come, first-served basis. No phone reservations. Full payment guarantees your reservation. **Refunds:** No refunds are given after the RSVP deadline unless your ticket can be resold. **Non-Resident:** Non-residents may participate in tours if space is available after the deadline date of the trip. All trips have limited seating. Non-residents pay an additional \$10 cost. **Insurance:** The City of Franklin and the Franklin Senior Citizens Club do not provide medical insurance or hospitalization coverage for participants in tours or activities. **Cancellations:** Tours may be cancelled due to weather or lack of registrations.

January—May 2014 Trips

Jan. 22 Solid Gold 60's—Fireside Dinner Theater
Lunch and show at the Fireside Dinner Theater, Fort Atkinson. **RSVP Deadline: Dec. 20. Cost: \$66 Resident / \$76 Non-Resident.**

Apr. 9 Mary Poppins—Fireside Dinner Theater
Lunch and show at the Fireside Dinner Theater, Fort Atkinson. **RSVP Deadline: Feb. 21. Cost: \$66 Resident / \$76 Non-Resident.**

Feb. 15 Dorf Kapelle Fasching Celebration
First stop—Kohler Design Center for a self-guided tour of this 3-level showcase of product design and technology and American history. Next enjoy the German Mardi Gras Fasching Feast of smoked pork chops, tenderloin tips goulash, sweet sour red cabbage, German potato salad, mashed potatoes, vegetables, bread, and dessert. Then sit back and enjoy as Dorf Kapelle entertains you with great music and song. **RSVP Deadline: Jan. 9. Cost: \$62 Resident / \$72 Non-Resident.**

May 20 Fox River Scenic Cruise—Green Bay, WI
First stop at Serogy's Chocolates located in DePere. Next enjoy lunch of baked cod or smothered chicken at Tittletown Brewing Company located in the historic Chicago and Northwestern Train Depot. Then board the new luxury yacht Fox Lady II for a narrated sight-seeing cruise of the Fox River. **RSVP Deadline: Mar. 7. Cost: \$62 Resident / \$72 Non-Resident.**

Mar. 18 Polish Chicago's Spires & Steeples
Visit the Polish Museum of America that houses exhibits of paintings, sculptures, stained glass, folk costumes, and more. Enjoy a Polish lunch buffet at the Red Apple of homemade sausages, pierogi, and golabki (stuffed cabbage). Then tour St. Hyacinth, historic church of the Roman Catholic Archdiocese of Chicago, one of the many Polish churches that dominate over the Kennedy Expressway. Stop at a Polish bakery on the way home. **RSVP Deadline: Feb. 4. Cost: \$78 Resident / \$88 Non-Resident.**

All trips depart from the Northeast corner of Pick 'N Save parking lot at 76th Street & Rawson Avenue (unless otherwise noted).

Contact Shirley Bird, Tour Director, at 425-4502 with questions.

2013 BUS BUDGET -- Franklin Seniors

Date Range	Bus Trip Description	Bus Cost	Date Paid	Check #	By Whom	Budget Balance
1/23/2013	Fireside "Sizzlin 60's"	\$750.00	12/4/2012	145219	City of Franklin	\$10000.00
2/2013	NO TRIP	—	—	—	—	—
3/13/2013	Fireside "Footloose"	\$750.00	2/5/2013	145945	City of Franklin	\$8500.00
4/16/2013	Down a Country Road	\$1265.00	3/5/2013	146322	City of Franklin	\$7235.00
5/8/2013	Fireside "Annie Get Your Gun"	\$750.00	3/19/2013	146503	City of Franklin	\$6485.00
6/12/2013	Clowning Around in Wisconsin	\$850.00	5/7/2013	146962	City of Franklin	\$5635.00
7/16/2013	It's All In The Bag	\$769.00	5/21/2013	147177	City of Franklin	\$4866.00
8/14/2013	Fireside "Run for Your Wife"	\$750.00	7/9/2013	147746	City of Franklin	\$4116.00
9/27/2013	Riders In The Sky	\$600.00	7/23/2013	147899	City of Franklin	\$3516.00
10/6/2013	Sunset "Red, Hot & Cole"	\$600.00	8/20/2013	148255	City of Franklin	\$2916.00
11/5/2013	Sunset "One Singular Sensation"	\$600.00	10/1/2013	148753	City of Franklin	\$2316.00
12/8/2013	Cudahy Carolers Xmas	\$600.00	11/5/2013	149128	City of Franklin	\$1716.00

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/14
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LICENSES AND PERMITS	MISCELLANEOUS PERMITS	ITEM NUMBER H.1.
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See attached list from meeting of January 21, 2014.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee Agenda* Alderman's Room January 21, 2014 – 5:45 p.m.

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
"Class B" New 5:45 pm	Oyagi Asian Bistro LLC 6509 S. 27 th Street, Unit B Danny Lin, Agent			
Operator - New 2013-14	Doucette, Casey J W191 S7216 Luehring Dr Muskego, WI 53150 Rock Sports Complex			
Operator - New 2013-14	Sauer, Jessica Rae 8869 W Lake Pointe Cir Franklin, WI 53132 Rock Sports Complex			
Operator - New 2013-14	Sauer, Stephanie K 8869 W Lake Pointe Cir Franklin, WI 53132 Rock Sports Complex			
Operator - New 2013-14	Steinmetz, Alicia L 12921 6 1/2 Mile Road Caledonia, WI 53108 Walgreen – Loomis Road			
Temporary Entertainment & Amusement	St. Paul Evan. Lutheran Church Person in Charge: Jaime N Petricek Location: 6881 S. 51 st St Event: Midnight in Paris - Live & Silent Auction Event Date: February 15, 2014			
Temporary Class B Beer & Wine	St. Paul Evan. Lutheran Church Person in Charge: Jaime N Petricek Location: 6881 S. 51 st St Event: Midnight in Paris - Live & Silent Auction Event Date: February 15, 2014			
Temporary Class B Beer	St. Martin of Tours Parish School Person in Charge: Jeanne Johnson Location: 7933 S 116 th St. Event: Spaghetti Dinner Event Date: February 15, 2014			
Police Incident Reports from July 1, 2013 thru January 1, 2014 for Class A and B Establishments	Review of Police Incident Reports from July 1, 2013 thru January 1, 2014 for Class A and B Establishments			
3.	Adjournment	Time		

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

<p style="text-align: center;">APPROVAL</p> <p><i>Steve Paul</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">1/21/14</p>
<p style="text-align: center;">Bills</p>	<p style="text-align: center;">Vouchers and Payroll Approval</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">I. 1.</p>

Attached is a list of vouchers dated January 8, 2014 through January 16, 2014 Nos. 150676 through Nos. 150875 totaling \$ 843,007.39. Included in this listing are EFT's Nos. 2508 through Nos. 2515 and Library vouchers in the amount of \$469.82.

Payroll for January 24, 2013 will be reported on the revised Common Council Action Sheet.

Attached is a list of property tax refunds dated January 8, 2014 through January 14, 2014 Nos. 12212 through Nos. 12649 in the amount of \$198,408.36.

COUNCIL ACTION REQUESTED

Motion approving net general checking account City vouchers in the range Nos. 150676 through Nos. 150875 in the amount of \$ 843,007.39 dated January 8, 2014 through January 16, 2014.

Motion approving property tax refunds in the range of Nos. 12212 through Nos. 12649 in the amount of \$198,408.36 dated January 8, 2014 through January 14, 2014.