

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/15/2013
REPORTS & RECOMMENDATIONS	A Resolution Granting Limited, Specific Authorization for Disbursements in Advance of Review of Voucher Listings	ITEM NUMBER <i>G.5.</i>

The issue of changing the statutory authority under which the City of Franklin would operate when approving the payment of claims was referred back to the Finance Committee by the Common Council following the failure of a motion to approve an ordinance to that affect. I informed the Finance Committee that, in very broad terms, the Common Council discussed a concern that the draft policy recommended for implementing §66.0609 overly disassociated the Common Council from direct participation in, and therefore direct responsibility for, management of the purse strings through the approval of disbursements. This was a concern because the "power of the purse" is, arguably, the Common Council's number one responsibility.

I also offered the Finance Committee an alternative recommendation employing the City Attorney's conclusion that under the current policy "all disbursements are to be authorized by the Common Council by action (separate from budget approval) prior to the actual 'physical' payment thereof." The practical application of this "prior authorization" requirement was recently applied by staff with the release of checks necessary for permit applications related to the Pleasant View Trail as well as Ryan Creek Interceptor easement settlement checks. In short, the Common Council must authorize the disbursement, but they don't have to actually see the check itself or see a voucher listing with the check prior to such authorization. In keeping with that statutory allowance, I suggested to the Finance Committee that timeliness and operational efficiency issues related to the distribution of checks or payments can be handled under the current statute "in many cases by addressing the specific authority for disbursement in advance." **In other words, the Common Council may elect to provide clear and specific authorization as to which disbursements (checks or electronic payments) may be made, in the best interest of the City of Franklin, in advance of the Council's review of the check listing.** Again, this would occur within the existing statutory authority and would be consistent with the Common Council's responsibility for oversight of the financial management.

In that context the Finance Committee approved a motion effectively as follows:

"Move to recommend to the Common Council that whereas the Finance Committee continues to believe that operating under 66.0609 is likely in the best interest of the City; however, the Common Council has rejected that recommendation and in the interest of working towards that objective, the Finance Committee recommends"... "that there are instances where release of a disbursement in advance of the next Common Council meeting is warranted and is in the best interest of the City and, therefore, the Common Council should approve, on a case-by-case basis, as it determines is appropriate, requests from staff for specific authorizations for disbursement of checks as discussed above."

Therefore, in line with both this recommendation of the Finance Committee and the practice available under the current law (as identified by the City Attorney), **Staff recommends that the Common Council approve a policy that specifically authorizes payments required to meet the following City obligations be released in advance of review of the individual checks by the Common Council.** [A brief justification is provided where I thought it might be useful.]

- a) Payroll and payroll related deductions and expenses (wages and salaries, payroll taxes, dues deductions, etc.) including benefit related obligations (health, pension, and insurance payments, transfers, or deductions; payroll deductions or garnishments; payments to the City of Franklin Trust account of amounts received from the State of Wisconsin pension program as part of the retirees contribution toward the group health program; and payments to agents serving the City's health plan, such as HPS.)
- b) Replacement Checks [replace previously authorized checks that have been lost, are stale dated, or have coding errors, etc.]
- c) Refund Checks which are a return of money such as a park deposit, money erroneously sent to the City, and overpayments of a property tax bill or an Accounts Payable invoice.
- d) Disbursements from the Petty Cash Fund to employees of amounts expended on behalf of the City that are less than \$25 and have a valid approval from a department head and replenishment of the Petty Cash Imprest Fund. [Maintenance of a Petty Cash fund is a common financial practice that provides for immediate issuance of cash reimbursements to employees for items such as mileage or parking reimbursement, repair purchases, special postage, etc]
- e) Payments to units of governments as required by statute, collection, general practice, or Common Council action, such as but not limited to bail payments, property tax distributions, sales taxes, vehicle registration and licensing, U.S. Postal Service, recording fees, and the City of Franklin, including its investment custodians (from other Funds).
- f) Check payments that result in a savings from prompt payment and electronic or ACH (clearing house) payments for the following utilities, core facility services, and vendors: WE Energies, AT&T, Verizon, TDS, Time Warner Cable, FedEx, Journal Sentinel, MMSD, Sharp Electronics, Menards, JSA Civil Environmental Engineers, Sanofi Pasteur, Inc., Walmart, Luetzow Industries, and NAPA Auto Parts. [For example, JSA is a monthly landfill monitoring invoice with a discount; Walmart, UPS, and Journal Sentinel charge a penalty if not paid promptly; and Luetzow is only used once or twice per year, but their prompt payment discount is 25%, which amounts to about \$300 each time.][Note: If the Council wants staff to have authority to obtain every prompt payment discount the above language would need to be tweaked by deleting "the following" and inserting "such as, but not limited to" after "vendors".]
- g) Check payments not to exceed \$250 with the specific approval of the Mayor. [Although not common, there are unanticipated expenses that are not worthy of a special Common Council meeting but would still be in the best interest of the City. Authorizing the Mayor, as the chief executive officer, to permit the release of such checks, such as last-minute training session fees, could easily be argued as enhancing the efficiency and flexibility of operations without adding significant risk.][Note the Common Council may wish to consider a \$500 limit.]

Each check issued under such specific authorization would still be reported to the Common Council at their next regular meeting where it would receive a confirming approval. The confirming approval would effectively provide continuous notice to the Common Council of their prior authorizations so that the Council would have the ability to modify or rescind any such authority previously granted. Handled in this manner, a primary impetus for moving to 66.0609 can be addressed through pre-planning and through these prior specific authorizations. At the same time, the Common Council retains direct control of and responsibility for the disbursement of funds and issuance of checks.

If additional description or explanation of the benefits of any of the above items is needed, staff can provide further justification as necessary. Additionally, the Common Council may strike items or amend the list from the attached resolution as it deems appropriate.

COUNCIL ACTION REQUESTED

A motion to approve Resolution No. 2013-_____, "A Resolution Granting Limited, Specific Authorization for Disbursements in Advance of Review of Voucher Listings."

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2013-_____

A RESOLUTION GRANTING LIMITED, SPECIFIC AUTHORIZATION FOR
DISBURSEMENTS IN ADVANCE OF REVIEW OF VOUCHER LISTINGS

WHEREAS, the City of Franklin pays its bills in accordance with Wisconsin Statute 66.12(6) and 66.0607 which provides, in part, that the Common Council may elect to provide clear and specific authorization as to which disbursements (such as checks or electronic payments) may be made, in the best interest of the City of Franklin, in advance of the Common Council's review of the check listing; and

WHEREAS, for the efficiency of operations, in order to carry out various directives of the Common Council as they may occur from time to time, in order to return refunds and reimbursements in a fair and timely manner, in order to retain for the citizens of Franklin savings available for prompt payment, and in order to meet payroll and payroll related obligations, the Common Council elects to provide clear and specific authorization as to disbursements (such as checks or electronic payments) that may be made, in the best interest of the City of Franklin, in advance of the Common Council's review of the check listing, and

WHEREAS, the Finance Committee recommends consideration of approval of such payment practices.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Franklin does authorize release of the disbursements, in check, transfer, or electronic payment forms, for the following purposes or meeting the following conditions:

- a) Payroll and payroll related deductions and expenses (wages and salaries, payroll taxes, dues deductions, etc.) including benefit related obligations (health, pension, and insurance payments, transfers, or deductions; payroll deductions or garnishments; payments to the City of Franklin Trust account of amounts received from the State of Wisconsin pension program as part of the retirees contribution toward the group health program; and payments to agents serving the City's health plan, such as HPS.)
- b) Replacement Checks
- c) Refund Checks which are a return of money such as a park deposit, money erroneously sent to the City, and overpayments of a property tax bill or an Accounts Payable invoice.
- d) Disbursements from the Petty Cash Fund to employees of amounts expended on behalf of the City that are less than \$25 and have a valid approval from a department head and replenishment of the Petty Cash Imprest Fund.

- e) Payments to units of governments as required by statute, collection, general practice, or Common Council action, such as but not limited to bail payments, property tax distributions, sales taxes, vehicle registration and licensing, U.S. Postal Service, recording fees, and the City of Franklin, including its investment custodians (from or between other Funds or investments of the City).
- f) Check payments that result in a savings from prompt payment and electronic or ACH (clearing house) payments for the following utilities, core facility services, and vendors: WE Energies, AT&T, Verizon, TDS, Time Warner Cable, FedEx, Journal Sentinel, MMSD, Sharp Electronics, Menards, JSA Civil Environmental Engineers, Sanofi Pasteur, Inc., Walmart, Luetzow Industries, and NAPA Auto Parts.
- g) Check payments not to exceed \$250 with the specific approval of the Mayor.

BE IT FURTHER RESOLVED that each such check issued under such specific authority be reported to the Common Council at their next regular meeting where the Common Council may, thereby, be advised of such disbursement and may consider a confirming approval.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of October, 2013.

APPROVED:

ATTEST:

Thomas M. Taylor, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<p>APPROVAL <i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE 10/15/2013</p>
<p>REPORTS & RECOMMENDATIONS <i>[Signature]</i></p>	<p>AUTHORIZATION TO PURCHASE A SOFTWARE UPGRADE TO THE PAYROLL PROCESSING SYSTEM FROM "CONTINGENCY" APPROPRIATIONS OF THE CAPITAL OUTLAY FUND</p>	<p>ITEM NUMBER <i>G.6.</i></p>

Background

The City of Franklin uses a Ceridian software program to issue payroll payments to employees. That software was acquired in 2001 and is now 12 years old. The system has reached its record limit (file size capacity), which is a function of the Microsoft Access database.

Multiple system locks were experienced over the 2013 summer months which halted processing, wasted significant staff time, and required a substantial amount of data support services. In August, multiple historical record purges were performed in an attempt to mitigate the problem and salvage the existing software. This effort reduced the storage used by 50% to a point where historical records regularly accessed by both payroll and human resources were no longer available. Although no additional system halts have been experienced since the purge was performed, the system continues to exceed the recommended database memory usage and remains a threat to efficient operations.

Payroll processing has been altered, such that file transmission times have been increased from 5 minutes to 20 minutes with each payroll. Other additional processing changes have been instituted to mitigate system problems. Staff confidence in the system has been seriously degraded. There is concern that payroll processing is at much higher risk of failure until this issue is addressed.

Options

The long-term solution is an upgrade to an entirely new payroll software package. This, however, will take a substantial amount of review and a full functional needs analysis. (Besides, staff is currently working on the new financial software implementation and could not undertake such a project at this time.) Previously the thought was to undertake such an effort in 2014, after we have gained more experience with the new financial software, and to consider the 2015 budget for purchase. Staff, however, no longer believes we are in a position to wait for such an ultimate solution.

Our current vendor, Ceridian, has offered two solutions to the immediate problem at hand. First, the City could upgrade the current system to a SQL version of the product and have no record limitations. No additional user training would be necessary. There would be no change to current pricing or maintenance costs. There would be a one-time \$5,000 charge. The City already has sufficient SQL licenses to add the additional database structure.

The other option is to upgrade software to Ceridian's August 2012 web-based product called Dayforce HCM. That is estimated at \$25-\$30,000 as a one-time implementation cost and an increased operating cost of \$4/employee/month charge. Implementation is about 12 weeks. Since it is a new system, staff training would be required. Additionally, as noted above, staff would recommend the complete functionality review before committing to or recommending such an expenditure.

This level of cost, however, is relatively indicative of comparable new systems. Staff has researched other vendor's products, all of which are investments of staff resources and capital investments exceeding \$25,000. At the same time, the software industry standard for annual maintenance fees for off-the-shelf IT software products is approximately 20%. What that tells us is that the \$5,000 upgrade to Ceridian is a cost-comparable, short-term solution and is likely a very cost-effective, short-term solution if a mid-2015 long-term replacement plan is ultimately developed and approved. [In other words, a typical \$25,000 software system would generally have an annual maintenance cost of approximately \$5,000; whereas a \$5,000 upgrade to Ceridian at this time would likely remain in place through at least mid-2015, which is about an additional \$2,850 annualized cost.] [Note, however, that payroll processing systems are a little different because the normal maintenance charges are commonly rolled into a "per-check" processing fee, which Ceridian is not changing with this upgrade. As such, following the functionality review, if a new system has a lower processing fee, staff may recommend, at that time, that it is beneficial to migrate to a new vendor sooner.]

Fiscal Impact

The "Contingency" appropriation within the Capital Outlay Fund currently has the \$5,000 available for acquisition of the software upgrade at this time. If desirable a future budget modification could be initiated to move the expenditure to the Finance Department line items for accounting purposes.

Note that the purchase is through execution of a "Services Quotation" that is effectively a purchase order underneath our current maintenance and services agreement.

Recommendation

Staff recommends purchasing the \$5,000 Ceridian SQL version of the payroll software to eliminate the immediate risk to payroll processes, to eliminate the inefficiencies the City has experienced over the last year, and to provide adequate time for an appropriate, detailed review of the functional needs of a payroll system.

COUNCIL ACTION REQUESTED

Motion to authorize the \$5,000 purchase of an upgrade to the SQL version of the current Ceridian payroll processing software from Contingency appropriations of the Capital Outlay Fund, to authorize the Director of Administration to execute the attached "Services Quotation" for such acquisition, and to authorize release of the payment(s) related to the purchase.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 15, 2013
REPORTS & RECOMMENDATIONS	Authorization To Accept Proposal From Perspective Design, Inc. For Architectural And Engineering Services	ITEM NUMBER <i>6.7.</i>

Included in the 2013 and 2014 Parks Capital Outlay accounts are funds to complete building repairs and upgrades to the Lions Pavilion located in Legend Park. A commercial architect is being retained for engineering and design services.

The budgeted funds are sufficient to cover architectural fees and to purchase materials required for the project. The construction and repairs will be completed by the Department of Public Works staff during late Fall of 2013 and early Spring, 2014.

Fees for the specified services are \$3,660.00. Perspective Design, Inc has completed numerous successful projects within the Franklin area. They are highly recommended.

Please note that this proposal will also have been reviewed by the Parks Commission at the October 14, 2013 meeting.

COUNCIL ACTION REQUESTED

Motion to accept the proposal from Perspective Design, Inc to complete architectural and engineering services for building upgrades and repairs to the Lions Pavilion at 8050 S. Legend at a cost of \$3,660.00.



**PERSPECTIVE
DESIGN, INC.**

11525 W. North Avenue
Wauwatosa, WI 53226
Tel (414) 302-1780 Fax (414) 302-1781

September 19, 2013

City of Franklin
Attn: Jerry Schaefer, Public Works Superintendent
7979 W. Ryan Rd
Franklin, WI 53132
Via e-mail: jschaefer@franklinwi.gov

Project: Building upgrades and repair
Lions Pavilion, Lions Legend Park
Franklin, WI

Dear Jerry,

Thank you for allowing Perspective Design to present the following proposal for architectural and engineering services for the referenced project. Please review the description of the services provided below:

- Scope of Project
 - Design new column piers to include a masonry veneer so that the existing, rotting column bases can be cut off and reattached to the top of the new piers.
 - Design a new masonry wainscot to wrap around the perimeter of the existing toilet rooms – the existing cedar siding will be cut-back and flashed onto the top of the new masonry wainscot.
 - Recommend a new epoxy floor finish for the existing men's and women's toilet rooms.
 - Provide notes on the drawings regarding re-roofing the existing building.
 - Design a new, enclosed "serving counter" with electrical outlets and a service sink. "Serving counter" area to be enclosed with overhead coiling doors.
- Design Services
 - Schematic Design documents based on Client provided program, schedule and approximate budget requirements.
 - We have included time to field measure existing building conditions.
 - We have included one minor revision based on Client comments.
 - We have not included any time to present this project to any City boards or commissions.
 - Construction Documents based on approved Schematic Design documents, including limited structural design services.
 - Prepare drawings necessary for City plan review and construction.
 - Specifications on drawings.
 - Please refer to the Service Schedule at the end of this proposal for a breakdown of other services offered.

Lions Pavilion Upgrades and Repairs

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- Major changes to the design after starting construction document preparation are excluded. If requested, major design changes will be an Additional Service.
- Assist Client in government plan review approval.
- We understand that this project will be constructed by the Client's own forces and thus, we exclude any services related to preparing the documents for bidding the project to contractors.
- Surveying, civil engineering and landscape design services are not anticipated to be necessary and are excluded.
- Structural engineering services are limited to the design of the column pier design and the masonry wainscot. Structural engineering services to analyze the existing building for compliance with existing code requirements are excluded.
- Excludes all other consultant designs, approvals and fees (mechanical, electrical, plumbing, etc.) MEP,FP are to be done on a design/build basis and the coordination of these designs is the responsibility of the Client. Lighting calculations for energy code compliance are excluded.
- The following services are additional services and will be provided at the time and material rate if they become necessary or if requested by Client.
 - Phased release of construction documents, including phased submittal to the state/municipality for plan approval or phased release of documents to accommodate the construction schedule.
 - Revisions to documents after the construction documents have been submitted for state/municipal plan approval; whether to incorporate comments or redlines of the Client, contractor or any other party.
 - Value engineering to modify the design or drawings to adjust design based on cost estimates after release of drawings.
- Construction Procurement Services (Bidding & Negotiation)
 - The project will be constructed by the Client's own forces thus, we have not included any services for bidding or negotiations with contractors.
 - The following services are additional services and will be provided at the time and material rate, if requested by Client.
 - Reproduction and distribution of bidding documents.
 - Selection and interview of contractor(s).
 - Assist Client during negotiations.
- Services During Construction
 - Project is proposed to be constructed using the Client's own forces. Perspective Design is not the general contractor or construction manager and thus we have not included any time in this proposal to coordinate the people doing the construction or to provide any construction management services.
 - Architectural Services during construction are limited to the man-hours listed in this proposal. If additional services are necessary, they will be billed as an Additional Service.
 - If requested, advise and consult with Client on architectural issues.

- Review requests for additional information. All questions from the Client's forces should be directed to the Client and, if necessary, forwarded to the Architect via a phone call followed by a written summary of that question.
- Observation of work, including site visits at intervals as requested by the Client. Upon Client request for a site observation, Architect will determine if timing is appropriate and if such service is included in this Agreement. Quality of the work, safety, and means and methods of construction are the sole responsibility of the Client.
- Review and approve submittals provided by the Client for consistency with design intent; including shop drawings, samples and product data. All submittals shall be reviewed and approved by the Client before submittal to the Architect; the Architect will not review shop drawings that are not submitted properly.
- As an Additional Service, review requests for changes in the work; including preparing change orders, and minor changes in work for Client's approval and execution in accordance with the contract documents.
- Conduct review to determine substantial completion date and, if requested, issue Substantial Completion Certificate. If requested, as an Additional Service, prepare punch lists with Client's representative.
- If required, issue Compliance Statement.
- The Client shall provide a construction schedule to allow us to schedule services during construction appropriately.
- Schedule of Services
 - Services above and beyond the following shall be provided at the time and material rate.
 - Four man-hours to review shop drawings, product data, or samples.
 - Two total site visit(s) including those listed below.
 - One visit during rough masonry construction.
 - One review(s) to determine substantial completion.
 - As an additional service, if requested, attend one "punch list" observation.
 - Zero review(s) to determine final completion.
 - Services listed below would be provided at the time and material rate.
 - Response to Client requests for information that is ~~is~~ ready available.
 - Change orders, or change directives requiring evaluation of proposals.
 - Provide consultation concerning replacement of work caused by fire or other causes during construction.
 - Evaluating extensive claims submitted by the Client's field personnel, consultant(s) or contractor(s).
 - Evaluation of substitutions by Client, or making subsequent revisions to the Instruments of Service.

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- Preparation of design documents for alternate bid or proposal requested by Client.
- Services provided 60 days after substantial completion.
- As-built documents.
- Reimbursable expenses and consultants fees to be billed at cost plus eight percent (8%).
 - Transportation including mileage.
 - Lodging and meals for out-of-town projects.
 - Government fees for securing approvals by jurisdiction authorities.
 - Reproduction, plots, postage, handling, and deliveries.
 - Overtime work, if requested by the Client.
 - Presentation documents (models, renderings, mock-ups) beyond those listed in this proposal, if requested by the Client.
 - Consultant services.

The scope of work and contract requirements for Consultant work listed in this proposal shall be governed by the Consultant's proposal to Perspective Design. No other services are planned for this project. Peter Ogorek is the licensed architect that will directly supervise the staff working on this project. Changes in service or circumstances that affect architectural service will be made with written agreement, including adjustment of schedule and compensation. Any Additional Services required above and beyond the services outlined above, will be billed on a time and material basis at a rate of \$105.00 per hour for Principals, \$85.00 per hour for Project Managers and \$75.00 per hour for Project Assistants. Reimbursable expenses listed in this proposal are estimates only and are in addition to our proposed fees. Any estimates included in this proposal for government fees are estimates for plan review fees only; permit fees are excluded.

Service Schedule:

**We propose to field measure the existing building and develop existing conditions documents for a fixed fee (excluding reimbursables) of:
Nine Hundred Dollars (\$900.00)**

**We propose to provide the listed architectural design services for a fixed fee (excluding reimbursables) of:
One Thousand Eight Hundred Dollars (\$1,800.00)**

**We propose to provide limited structural engineering services for a fixed fee (excluding reimbursables) of:
Eight Hundred Ten Dollars (\$810.00)**

**We estimate our architectural reimbursable expenses to be approximately:
One Hundred Fifty Dollars (\$150.00) (Excluding government review fees)**

This proposal is held open for your consideration for a period of 30 days after which it shall be null and void. If necessary, Perspective Design would appreciate meeting with you to further discuss this proposal. If you find this proposal acceptable, please sign and return a copy for our records. We assume that the person executing this agreement is either the Client or the Client's Representative.

Sincerely,

Peter J. Ogorek
President
11525 W. North Avenue
Wauwatosa, WI 53226
Tele: (414) 302-1780
Fax: (414) 302-1781

Accepted By:

Signature _____

Printed Name _____

Date _____

See attachment for Standard Contract Terms for Professional Services.

Standard Contract Terms for Professional Services – copyright 2012

Client's Responsibilities:

This document has important legal consequences, consult with an attorney. The Client shall provide and keep up-to-date the following Project parameters: objective or use, physical parameters, program, legal parameters, financial parameters including overall budget for the Project, proposed procurement or delivery method for the Project and any other parameters provided to Architect. The Client shall provide the following Project team information: the Client's Designated Representative, persons or entities who are required to review the Architect's submittal to the Client and Client's other consultants and contractors. The Client and Architect may reasonably rely upon the information contained above in determining the Architect's compensation.

The Client shall provide all information and render decisions in a timely manner. The Client shall procure the services of all consultants, including engineering, legal, insurance and accounting as necessary to complete the Project. The Architect is entitled to rely upon the accuracy and completeness of the information provided by the Client or the Client's consultants. The Client shall promptly notify the Architect of any inconsistencies in the documents.

Terms and Conditions:

This Agreement shall be governed by the laws of the State of Wisconsin and the County of Milwaukee. Definitions for terms in this Agreement shall be as defined by the current edition of the AIA Document A201 except that in this Agreement, the term Architect shall mean the Architect and any Consultants providing services under the Architect's contract with the Client. The Architect may have interest in other entities performing services for this Project. Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same location under similar circumstances. In no event shall the statutes of limitations or repose commence to run any later than the date when the Architect's services are substantially complete. The Client and Architect bind themselves, their partners, successors, assigns and legal representatives to the other party of this Agreement. The Client and Architect have agreed to the scope of services covered by this Agreement and any services not specifically identified in the Agreement are excluded. Architect's services rendered under this agreement are being performed solely for the Client's benefit and no other party or entity shall have right to any claim against the Architect due to this agreement. The Architect shall have no responsibility or liability for environmental conditions or hazardous materials related to this Project, including but not limited to mold, lead, PCB's and asbestos. The Architect 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 the construction quality, means, methods, techniques, sequences, equipment or procedures of construction (including temporary bracing) or for safety precautions and programs in connection with the construction, since these are solely the responsibility of the Contractor. The Architect is not a contractor and has no control over the cost of materials, equipment and labor necessary to complete the project; for this reason, the Architect does not warrant or represent that any estimates provided for the cost of the project will be accurate – any estimates provided shall not be relied upon by the Client. Also, the Architect shall have no obligation for any delays, 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 applicable laws or the contract documents, including the plans & specifications.

All documents prepared by the Architect (including electronic documents) are Instruments of Service for the sole use on this Project. The Architect is deemed the author, creator and owner of the Instruments of Service and retains all common law, statutory and other reserved rights to these documents including copyrights. Upon prompt payment of all sums due, the Architect may grant a one-time, non-transferable license to the Client for use of the Instruments of Service for this Project. If the Agreement between the Client and Architect is terminated the license to use the Instruments of Service shall be terminated and Client shall promptly return all Instruments of Service to the Architect. The Client shall not use the Instruments of Service for additions or alterations to this Project or for completion of this Project by others or on other Projects. Any unauthorized use of the Instruments of Service or use without the participation of the Architect is at the Client's sole risk and without liability to the Architect.

The scope of any review or other action taken by the Architect or their Consultants with respect to any contractor or supplier submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall design intent of the work, but not for purposes of determining accuracy, completeness or other details such as dimensioning, quantities, or for substantiating applicability, instructions or performance of materials, equipment or systems. The Architect shall not be liable or responsible for any error, omission, defect or deficiency in any contractor or supplier submittal. The installing contractor or material supplier is responsible for determining if the material being installed is suitable for the application and the contractor is also responsible to install all products or materials per the Manufacturer's recommendations, guidelines and instructions.

Changes to this Agreement shall be accomplished by a mutually agreeable, written change and shall not invalidate the original Agreement. The following items will require a written change: change in previous instruction or approval of the Client, enactment or revision of codes, laws, regulations or in interpretation of the them, Client's failure to act in a timely manner, failure on the part of the Client's consultants or contractors, Architect's participation in dispute resolution or legal proceedings that the Architect is not a party.

Any disputes or claims shall be subject to Mediation as a condition of precedent to Arbitration. Any disputes or claims unresolved by Mediation shall be subject to final and binding Arbitration. Demand for Mediation or Arbitration shall be made in a timely manner and shall not include any additional individual or entity not a party to this Agreement unless agreed to by Architect. Mediation and/or Arbitration shall be administered by a mutually agreed upon Mediator or Arbitrator and will be conducted by rules agreeable to all parties to this Agreement. If Client and Architect fail to agree, then the Arbitrator and rules shall be governed by the rules of the American Arbitration Association. Client and Architect agree to equally share all Mediation and Arbitration fees. Any and all legal fees for each party will be the responsibility of each respective party. Pending Mediation or Arbitration shall not limit in any way the right for the Architect or their Consultant(s) to file lien notices or liens by the required deadlines. In the event of any dispute, Client agrees to make claim solely against the Architect's business entity and not against any owner or employee of the business entity. Waiver of Consequential Damages - the Client and Architect waive all consequential damages arising out of claims or disputes relating to this Agreement. Waiver of Subrogation - the Client and Architect waive all rights against each other for losses and damages covered by insurance.

The Client agrees to limit Architect's (including Architect's Consultants) total liability to the Client, other Consultants, Contractors and Subcontractors on the Project, due to Architect's or their Consultants' professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of Architect or Architect's Consultants to any party shall not exceed Ten Thousand Dollars (\$10,000.00) or the Architect's total fee for services rendered under this Agreement, whichever is greater.

The Architect may suspend services and seek adjustment of the Contract Sum and Completion Date for failure of the Client or Client's Representatives to respond in a timely manner or for Client's failure to make timely payment. Upon seven days written notice, the Architect may terminate services for the Client's failure to make timely payments. If the Project is suspended for more than 30 days, the Contract Sum and Completion Date shall be equitably adjusted. If the Project has been suspended for more than 90 days, upon seven days written notice, the Architect may terminate this Agreement. Upon seven days written notice, either party may terminate this Agreement for convenience without cause. If the Client suspends or terminates this Agreement for any reason, the Client shall compensate the Architect for the services performed (including reimbursable expenses and profit) to the date of suspension or termination.

Payments are due within 7 days of date of Architect's invoice or statement of services. Amounts outstanding after 15 days will be subject to 1% (12% annual) interest to accrue monthly. Reimbursable expenses will be billed at cost plus eight percent (8%). Third party costs (consultants, etc.) will be billed at cost plus eight percent (8%). For time and material or cost plus agreements, our fee schedule is \$105.00 per hour for Principals, \$85.00 per hour for Project Managers and \$75.00 per hour for Project Assistants, which includes direct personnel expenses and profit. Client agrees to pay Architect for all expenses incurred, including attorney's fees, for recovery of unpaid balances.

This Agreement constitutes the entire agreement between the parties, all prior oral or written agreements and negotiations and other representations are superseded by this Agreement. Client and Architect consent that this document represents a "meeting of the minds" with relation to this Agreement. If another agreement form is used, including any AIA Standard Agreement, these Standard Contract Terms shall become a part of that Agreement by this reference. In the event of another agreement between the Client and Architect, conflicts shall be resolved in favor of this Agreement. In the event that any term, provision or condition of this Agreement is unenforceable under the law, the balance of the Agreement shall remain in full force and affect.

As required by the Wisconsin Lien Law, Architect hereby notifies the Client that persons or companies furnishing labor for design or observation of the construction on Owner's land, may have lien rights on Owner's land and building if not paid. Those entitled to lien rights, in addition to the Architect are those who give Client and/or Owner notice within 60 days after they furnish labor or material for the design or construction. Accordingly, Client and/or Owner will likely receive notices from those who furnish labor or materials for the Project and must provide a copy of each notice received to the Owner and mortgage lender, if any. If Client is not the property owner, it is Client's responsibility on behalf of the Architect to promptly notify the Owner of these lien rights. Architect agrees to cooperate with the Client and the Client's lender, if any, to see that all potential lien claimants are duly paid, if applicable.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/15/13
Reports & Recommendations	SUBJECT: Release of escrow deposit for the development of the Franklin Square (Woodland Trails) Condo project located along south Cobblestone Way north of W. Ryan Road	ITEM NO. <i>6, 8,</i>

BACKGROUND

Pursuant to the development of the Franklin Square (Woodland Trails) development along S. Cobblestone Way north of W. Ryan Road, please be advised that the developer has completed all public improvements contained in the development agreement and staff has reviewed the development agreement and all work required has been completed.

ANALYSIS

Staff recommends the release of the escrow deposit for the Franklin Square (Woodland Trail) Condo project.

OPTIONS

Approve or Table

FISCAL NOTE

None

RECOMMENDATION

Motion to release the escrow deposit for the Franklin Square (Woodland Trails) Condominium project as recommended by the Engineering Department.

JMB/db

Jack Bennett

From: Michael Budish
Sent: Wednesday, August 07, 2013 2:15 PM
To: Jack Bennett
Subject: Franklin Square

August 7, 2013

RE: Franklin Square Development (Woodland Trails) – LOC
Project completion

John,

I have reviewed all outstanding issues relative to this development including the final lift of asphalt pavement in Cobblestone Way. The final lift has passed the one year guarantee period and is found to be acceptable. All other issues have been satisfied, also including the storm water management basin has been certified and found to be within City tolerances.

Michael

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/15/13
Reports & Recommendations	SUBJECT: Release of Letter of Credit for the development of the Sacred Heart at Monastery Lake Project located on the east side of S.T.H. 100 just south of W. Rawson Avenue	ITEM NO. <i>G.9.</i>

BACKGROUND

Pursuant to the development at the Sacred Heart at Monastery Lake project located on the east side of S. Lovers Lane Road (STH 100) and south of W. Rawson Avenue, please be advised that all conditions of the development agreement has been completed; therefore, the letter of credit can be released.

ANALYSIS

Staff recommends the release of the Letter of Credit for the Sacred Heart at Monastery Lake Project.

OPTIONS

Approve release
or
Table

FISCAL NOTE

None

RECOMMENDATION

Motion to release Letter of Credit No. 1556 from Tri-City National Bank dated December 15, 2009, for the development of the Sacred Heart at Monastery Lake development project as recommended by the Engineering Department.

JMB/db

Jack Bennett

From: Michael Budish
Sent: Monday, September 30, 2013 10:33 AM
To: Jack Bennett
Subject: Sacred Heart, LOC

September 30, 2013

RE: Sacred Heart at Monastery Lake

Jack, I have reviewed all requirements for this development including the storm water management facilities and found everything to be acceptable per City standards.

Michael Budish

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/15/13
Reports & Recommendations	SUBJECT: An ordinance to prohibit parking, from 7:30 a.m. to 2:30 p.m. on regular school days, on the north side of W. Drexel Avenue from S. 51st Street to 150 feet west.	ITEM NO. <i>6.10.</i>

BACKGROUND

The Board of Public Works, at their October 8, 2013 meeting, heard concern from the Department of Public Works regarding congested parking to the corner of S. 51st Street restricted vision and difficulty in widening the taper lane on W. Drexel Avenue during regular school days.

ANALYSIS

By restricting parking from 7:30 a.m. to 2:30 p.m. on regular school days at this location, vehicles will have better corner vision and a full tapered lane for turns from S. 51st Street.

OPTIONS

Approve or deny recommendation.

FISCAL NOTE

The cost of signing is to be taken from DPW operational budget.

RECOMMENDATION

Motion to adopt Ordinance No. 2011 - ____ an ordinance to prohibit parking, from 7:30 a.m. to 2:30 p.m. on regular school days, on the north side of W. Drexel Avenue from S. 51st Street to 150 feet west.

RJR/db

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2013-_____

ORDINANCE TO PROHIBIT PARKING, FROM 7:30 A.M. TO 2:30 P.M.
ON REGULAR SCHOOL DAYS, ON THE NORTH SIDE OF W. DREXEL AVEBUE
FROM S. 51ST STREET TO 150 FEET WEST

WHEREAS, the Board of Public Works has recommended establishing "No Parking on the north side of W. Drexel Avenue from S. 51st Street to 150 feet west from 7:30 a.m. to 2:30 p.m. on regular school days."

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

SECTION I. Section 245.5(F) of the Municipal Code of the City of Franklin is hereby amended as follows:

"No Parking on the north side of W. Drexel Avenue from S. 51st Street to 150 feet west from 7:30 a.m. to 2:30 p.m. on regular school days."

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2013

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/db

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/15/13
Reports & Recommendations	SUBJECT: A resolution awarding bid to the lowest bidder for S. 35th Street and S. 36th Street from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and the easement between S. 36th Street and S. 37th Place south of W. Madison Boulevard sanitary sewer lining project.	ITEM NO. <i>G.11.</i>

BACKGROUND

Pursuant to the work being completed in the Rawson Homes Subdivision which was developed in the mid 1950's and contains the oldest sanitary sewer in the City, bids have been received to line the remaining old sanitary sewer on S. 35th Street, S. 36th Street south of W. Madison Boulevard, W. Marquette Avenue between S. 35th Street and S. 36th Street and the easement between S. 36th Street and S. 37th Place. Staff has tested the old clay sanitary sewer and found extreme leakage at many of the joints. It is staff's recommendation that the re-lining of the sewer take place prior to the relay or lining under the MMSD's private property inflow and infiltration program (ppii).

ANALYSIS

A total of three (3) bids were received. Staff's estimate was based on \$30/ft. and the low bidder was less than \$25/ft. The low bidder was Michels Corporation at \$34,553.10. With this project all the sanitary sewers in the Rawson Homes Subdivision that require lining will be completed.

OPTIONS

Motion to adopt resolution
or
Table

FISCAL NOTE

The main line sanitary sewers do not qualify for funding from the MMSD; therefore, the cost of lining will be funded from the Sanitary Sewer Budget where \$150,000 has been made available in the sewer rehabilitation account. The MMSD will totally fund the relay or lining of private laterals.

RECOMMENDATION

Motion to adopt Resolution No. 2013-_____, a resolution awarding bid to the lowest bidder for S. 35th Street and S. 36th Street from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and the easement between S. 36th Street and S. 37th Place south of W. Madison Boulevard sanitary sewer lining project.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2013 - _____

A RESOLUTION AWARDDING BID TO THE LOWEST BIDDER
FOR S. 35TH STREET AND S. 36TH STREET
FROM W. MADISON BOULEVARD TO W. MARQUETTE AVENUE,
W. MARQUETTE AVENUE FROM S. 35TH STREET TO S. 36TH STREET
AND THE EASEMENT BETWEEN S. 36TH STREET AND S. 37TH PLACE
SOUTH OF W. MADISON BOULEVARD
SANITARY SEWER LINING PROJECT

WHEREAS, the City of Franklin advertised and solicited bids for the lining of the Sanitary Sewer on S. 35th Street and S. 36th Street from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and the easement between S. 36th Street and S. 37th Place south of W. Madison Boulevard; and

WHEREAS, the low bidder was Michels Corporation., with a bid of \$34,553.00; and

WHEREAS, Michels Coproration, is a qualified public works contractor, that has previously worked in the City of Franklin; and

WHEREAS, it is in the best interest of the City as recommended by the City's engineering staff and consulting engineers to award the contract to Michels Corporation, in the amount of \$34,553.00.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that Michels Corporation, be awarded the contract for the S. 35th Street and S. 36th Street sanitary sewer relining from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and the easement between S. 36th Street and S. 37th Place south of W. Madison Boulevard sanitary sewer relining from W. Missouri Avenue to W. Madison Boulevard based on their low bid for a total cost of \$34,553.00 in accordance with bid specifications.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Michels Corporation, on behalf of the City.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013 by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2013.

APPROVED:

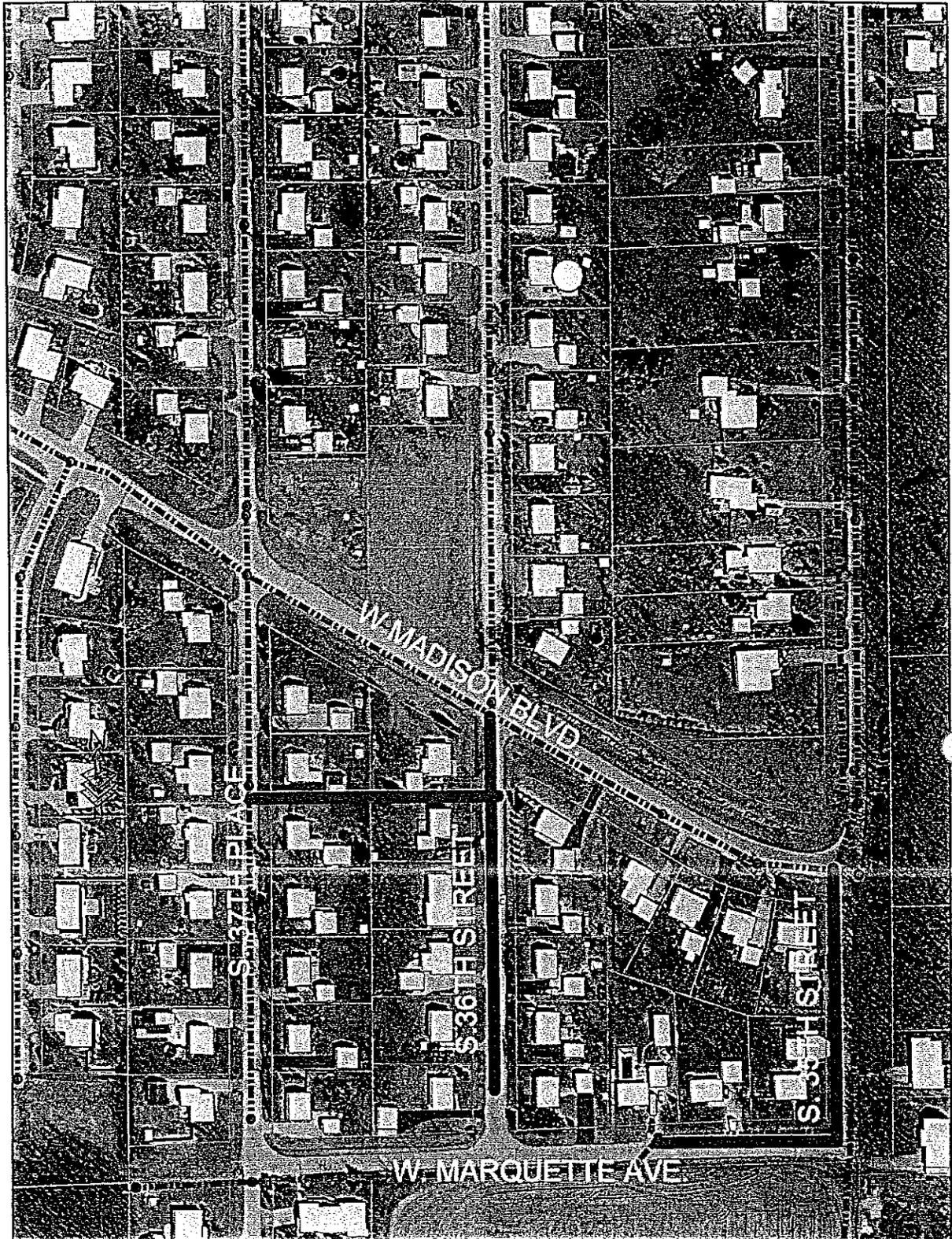
Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____
NOES _____
ABSENT _____

RAWSON HOMES SUBDIVISION PHASE NO. 3 SEWER LINING



 SANITARY SEWER TO BE LINED

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October 4, 2013

RECEIVED
OCT 04 2013
City of Franklin
Engineering Department

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

RE: 35th and 36th Street Sanitary Sewer Main Lining South of W. Madison

Dear Mr. Bennett:

Bids for the above project were opened on October 3, 2013 at 10:00 a.m. at the Franklin City Hall and were as follows:

	<u>Bidder</u>	<u>Base Bid</u>
1.	Michels Corporation	\$34,553.10
2.	Terra Engineering & Construction Corp.	\$39,127.50
3.	Visu-Sewer, Inc.	\$48,363.00

We reviewed the documentation submitted by the apparent low bidder and found that:

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder.
3. Low bidder has successfully completed similar projects over the last 5 years according to references we have contacted.

On these bases, we recommend that Michels Corporation be awarded the 35th and 36th Street Sanitary Sewer Main Lining South of W. Madison contract, in the amount of \$34,553.10. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary. On all construction projects, unpredictable factors may increase the final contract amount. For this reason we recommend that the City include a 10 percent contingency when preparing the financial plan for this work.

Our review did not include an evaluation of bidder's current financial condition nor of their permanent safety program.

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After Council approval has been received, please have the



Recommendation of Award

Mr. John M. Bennett, P. E.

City of Franklin

October 4, 2013

Page 2

appropriate official sign where indicated and forward all three signed copies of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until December 2, 2013, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Very truly yours,

RUEKERT/MIELKE

Violet V. Razo, P.E.
Project Engineer

VVR:sjs

Encl: Notice of Award (3 copies)

cc: File

NOTICE OF AWARD

Date of Issuance: _____

Contract: 35th and 36th Street Sanitary Sewer Main
Lining South of W. Madison

Owner: City of Franklin

Bidder: Michels Corporation

Engineer: Ruekert & Mielke, Inc.

Address: 817 W. Main Street
Brownsville, WI 53006

TO BIDDER:

You are notified that your Bid dated October 3, 2013 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for:

35th and 36th Street Sanitary Sewer Main Lining South of W. Madison

The Contract Price of your Contract is: \$ 34,553.10

Four (4) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award:

1. Deliver to the Engineer four (4) fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Bonds as specified in the Instructions to Bidders (Article 19), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Deliver with the executed Contract Documents certificates and other evidence of insurance as specified in the General Conditions (Article 5) and the Supplementary Conditions modifying Article 5 of the General Conditions.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 15 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Contract Documents.

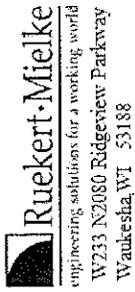
Owner: CITY OF FRANKLIN

By: _____
Authorized Signature

Title: _____

Date: _____

Copy to Owner



COST COMPARISON OF BIDDERS

OWNER: CITY OF FRANKLIN
 PROJECT: S. 35TH AND S. 36TH STREET SANITARY SEWER MAIN LINING SOUTH OF MADISON
 BID OPENING DATE: OCTOBER 3, 2013 10:00 A.M.

BASE BID				MICHEL'S CORPORATION		TERRA ENGINEERING & CONSTRUCTION CORPORATION		VISU-SEWER, INC.	
ITEM #	ITEM DESCRIPTION	UNIT	QTY.	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	8-inch Sanitary Sewer CIPP	L.F.	1,077	\$23.75	\$25,578.75	\$27.75	\$29,886.75	\$34.30	\$36,941.10
2	8-inch Sanitary Sewer CIPP Liner (in Sewer Easement between 36 th Street and 37 th Place)	L.F.	333	\$26.95	\$8,974.35	\$27.75	\$9,240.75	\$34.30	\$11,421.90
TOTAL OF ALL ESTIMATED PRICES (ITEMS 1 - 2)					\$34,553.10		\$39,127.50		\$48,363.00

BID TABULATION

BID DATE: OCTOBER 3, 2013, 10:00 a.m.

S. 35th and S. 36th Street Sanitary Sewer Main Lining south of W. Madison Boulevard

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

CONTRACTOR	BID BOND	BASE BID	
TERRA ENGINEERING	5%	39,127.50	
MICHELS CORP.	5%	34,553.10	
VISU-SEWER, INC.	5%	48,363.00	

RECEIVED
CITY OF FRANKLIN
2013 OCT -3 AM 10:09

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/15/13
Reports & Recommendations	SUBJECT: A resolution authorizing officials to execute an Engineering Services Agreement with Visu-Sewer for the private property closed circuit televising and dye water flooding of laterals in the Rawson Homes Subdivision for S. 35th Street and S. 36th Street from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and the easement between S. 36th Street and S. 37th Place south of W. Madison Boulevard	ITEM NO. <i>G.12</i>

BACKGROUND

Visu-Sewer has completed the private property closed circuit televising (CCTV) and dye water flooding of laterals on S. 37th Place and S. 36th Street and has agreed to hold same cost for the remaining area in the Rawson Homes Subdivision south of W. Madison Boulevard.

ANALYSIS

The proposed CCTV and dye study will identify which of the private laterals in the area south of W. Madison Boulevard produce high infiltration and/or inflow and will require either relay or rehabilitation. This work is covered by the funding agreement with MMSD.

OPTIONS

Approve

or

Table

FISCAL NOTE

All cost will be borne by the District and the City will be reimbursed. No cost to be borne by the property owner.

RECOMMENDATION

Motion to adopt Resolution No. 2013 - _____ a resolution authorizing officials to execute an Engineering Services Agreement with Visu-Sewer for the private property closed circuit televising and dye water flooding of laterals in the Rawson Homes Subdivision for S. 35th Street and S. 36th Street from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and the easement between S. 36th Street and S. 37th Place south of W. Madison Boulevard

JMB/db

RESOLUTION NO. 2013 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE
AN ENGINEERING SERVICES AGREEMENT WITH VISU-SEWER
FOR THE PRIVATE PROPERTY CLOSED CIRCUIT TELEVISIONING
AND DYE WATER FLOODING OF LATERALS
IN THE RAWSON HOMES SUBDIVISION SOUTH OF W. MADISON BOULEVARD INCLUDING
THE LOTS ABUTTING THE FOLLOWING STREETS
FOR S. 35TH STREET AND S. 36TH STREET FROM W. MADISON BOULEVARD
TO W. MARQUETTE AVENUE, W. MARQUETTE AVENUE FROM S. 35TH STREET
TO S. 36TH STREET AND THE EASEMENT BETWEEN S. 36TH STREET AND S. 37TH PLACE
SOUTH OF W. MADISON BOULEVARD

WHEREAS, the Milwaukee Metropolitan Sewerage District (District) has developed and financed a program to be utilized by communities in the District to take action to remove inflow and infiltration (clear water) on private property from entering the City's sanitary sewer system; and

WHEREAS, the Mayor has appointed an interview committee to recommend the selection of a consulting engineering firm to provide the engineering services to conduct a private property closed circuit televising and dye water flooding; and

WHEREAS, staff has recommended a pilot or demonstration project on the oldest sanitary sewers in the City and has selected Rawson Homes as a demonstration project; and

WHEREAS, the private property lateral inspections will be reimbursed to the City by the District with no cost to the City or property owner; and

WHEREAS, the pilot project and monitoring will provide the necessary information to the City to plan for the City's private property program; and

WHEREAS, a proposal by Visu-Sewer for the private property closed circuit televising and dye water flooding, which was rated as one of the two best qualified firms by the interview committee; and

WHEREAS, Visu-Sewer has agreed to complete the closed circuit televising and dye water flooding at the same cost for S. 36th Street and S. 37th Place.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement whereby Visu-Sewer shall provide private property closed circuit televising and dye water flooding of laterals. This agreement being subject to review and approval of City Attorney.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk
AYES _____ NOES _____ ABSENT _____
JMB/db

City of Franklin - Private Property I/I Pilot Program
ABB Madison Blvd. to Marquette Ave. from 35th St. to 37th Pl.

CONTRACT AGREEMENT

This Agreement is made as of the 30th day of September 2013, by and between Visu-Sewer, Inc. and The City of Franklin.

RECITALS

Visu-Sewer, Inc. (the "Contractor") shall provide services to The City of Franklin (the "Client") for the Private Property dye injection and lateral inspection project.

AGREEMENTS

In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Scope of Work. Contractor agrees to perform the work specified in Attachment A, on a good faith basis under and all terms and conditions set forth herein. Client agrees to provide support and fulfill all obligations specified in Attachment A, on a good faith basis under and all terms and conditions set forth herein.

2. Compensation. The Client shall compensate Contractor for the Work as set forth on Attachment A. The parties agree the Unit prices listed include labor, materials, equipment, rent, supplies, taxes, insurance and any and all other items of cost necessary to complete the Work.

The Client shall pay Contractor for the Work as follows:

(a) Invoicing. Contractor may submit invoices to the Client for progress payments on or before the last Sunday of each month. Contractor agrees to prepare such invoices in a form and supported by such documentation as the Client may reasonably require.

(b) Payment. The Client shall issue payment to the Contractor within 30 days of receipt of invoice.

(c) Final Payment. The Client will make final payment of any balance to Contractor upon completion of the Work and receipt of all deliverables and all Project-related documents and data that are required to be furnished under this Agreement. Final payment will be made within 30 days of receipt of final invoice.

3. Performance. Contractor will perform the Work only under safe conditions in accordance with all appropriate OSHA regulations. Beyond cones and signs, traffic control will be coordinated by the Client. Contractor will exercise the reasonable skill and judgment normally employed by companies providing the same or similar services. If Contractor fails to timely correct any deficiency in the performance of the Work, The Client may cause the same to be corrected and deduct costs incurred from Contractor's compensation.

4. Time Table for Performance of Services. Contractor will complete the Work between October 2013 and December 2013.

5. Staffing. Contractor shall provide, at its own expense, all personnel required to perform its duties and responsibilities under this Agreement.

6. Lower Tier Subcontracts. Any proposed or existing subcontract(s) between Contractor and a subcontractor ("Subcontractor") to perform a portion of the Work hereunder must, before work is begun, be submitted to and approved in writing by the Client. Contractor will bind all Subcontractors to the provisions of this Agreement.

7. Liens. Contractor agrees to promptly pay for all services, labor, material and equipment used or employed in performing the Work and further agrees to maintain the materials, equipment, structures, buildings and premises of the Client and any other subject matter hereof, free and clear of mechanics or other liens.

8. Codes, Laws, Regulations, Permits and Licenses. Contractor agrees to comply with all applicable codes, laws, regulations, standards and ordinances in force with respect to the Work during the term of this Agreement. Client agrees to obtain and pay for all permits and licenses required by law that are associated with the performance of the Work. Contractor agrees to give all applicable regulatory agencies notice where required by law of its performance of the Work on the Project.

9. Reports/ Records. Contractor shall provide the Client with two copies of all reports, analysis, notes, drawings, prints and plans prepared by Contractor under the terms of this Agreement, at Contractor's expense, upon completion of the Work. Contractor shall maintain all of its records pertaining to this Agreement for not less than three years following the completion

of this Agreement and shall provide for the inspection and copying of such records by the Client upon request.

10. Confidentiality and Publicity. Contractor agrees not to disclose the nature of the Work or the Project or engage in any other publicity or public media disclosures with respect to the Work or the Project without the prior written consent of the Client.

11. Insurance. Contractor shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the Client in the amounts equal to the minimum limits set forth below:

A. Limit of General/ Commercial Liability	\$2,000,000.00
B. Automobile Liability; Bodily Injury/Property Damage	\$1,000,000.00
C. Excess Liability for General Commercial or Automobile Liability	\$2,000,000.00
D. Worker's Compensation and Employers' Liability	Per Statute

Certificates of insurance evidencing the above shall be delivered to the Client upon execution of this agreement and shall provide that such coverage may not be cancelled or amended without 30 days prior written notice to the Client and naming Client as an additional insured for General Liability

12. Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Client, Client's officers, employees, agents, commissions and agencies from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys and other professionals and reasonable court and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of Contractor, its officers, directors, employees, agents and consultants with respect to this Agreement.

13. Conflict of Interest. Contractor warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly

any such interest. Contractor warrants that it will immediately notify the Client if any actual potential conflict of interest arises or becomes known to the Contractor. Upon receipt of such notification, a Client review and written approval is required for the Contractor to continue to perform work under this Agreement.

14. Modifications and Additional Assignments. The Contractor will give the Client prompt written notice of any development that affects the scope or timing of the Work or any defect in the Work of Contractor. The Client agrees that it will negotiate any additions or modifications to the Work with the Contractor.

15. Miscellaneous.

(a) Specific Performance. In the event of any controversy concerning the rights or obligations under this Agreement, such rights or obligation shall be enforceable in court of equity by a degree of specific performance. Such remedies shall, however, be cumulative and nonexclusive and shall be in addition to any other remedy which the parties may have.

(b) Amendment. This Agreement may only be amended by a written agreement of the Client and the Contractor.

(c) Governing Law and Disputes. This Agreement shall be construed pursuant to the laws of the State of Wisconsin, The venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorney's fees, incurred in any litigation.

(d) Waiver. The failure of the Client or Contractor to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

(e) Notices. Any notice to be given hereunder shall be deemed given and sufficient if in writing and mailed by certified mail, in the case of the Contractor, to:

Visu-Sewer, Inc.
W230 N4855 Betker Dr.
Pewaukee, WI 53072

and in the case of the Client, to:

The City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

or to such address as the Client or Contractor may designate by notice in writing to the other.

(f) Successors and Assigns. This Agreement shall be binding upon and accrue to the benefit and burden of and shall be enforceable by the Client and Contractor, their successors and assigns. This Agreement may not be assigned by Client or Contractor without the written consent of the other.

(g) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions and provisions thereof shall remain in full force and effect and any competent jurisdiction may so modify the objectionable provisions so as to make it valid, reasonable and enforceable.

(h) Entire Agreement. This Agreement contains the entire agreement between the parties with regard to the matters contained herein. This Agreement supersedes and takes precedence over any prior agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

Visu-Sewer, Inc:

City of Franklin:

BY: *Lindy Belanger*

BY: _____

NAME: *LINDY BELANGER*

NAME: _____

TITLE: *Sales Manager*

TITLE: _____

Attachment A

To: John Bennett P.E.
City of Franklin
9299 West Loomis Road
Franklin, WI 53132
414-425-7510

From: Mike Blazejovsky
Visu-Sewer, Inc.
W230 N4855 Betker Dr.
Pewaukee, WI 53072
262-695-2340

Date: 9/30/2013 **Project:** ABB Madison to Marquette from 35th to 37th - PP I&I Program

Visu-Sewer is pleased to offer the following services:

Inspect up to 32 sanitary sewer laterals to determine sources of private property I/I, in the City of Franklin. The proposal includes a variety of the following services: lateral dye injection, lateral televising, sonde lateral tracing/marketing, ditch flooding, DVD's, inspection reports and one (1) pass with the jet if needed in the sewer main to provide camera access. (If needed and authorized, mainline root cutting, removal of protruding taps and mineral deposits, will be completed at \$300.00 per hour.) Heavy cleaning and easement lines will be quoted individually. **Note** - lateral inspection is limited by the condition of the lateral pipe - i.e. roots, debris, bends etc. Maximum length of the LETS inspection camera is 80 feet. This proposal does not include the removal of obstructions from the sewer lateral or televising from the basement clean-out.

- | | |
|-------------------------------------------------------------------------|-------------------------|
| 1.) Set-up camera in manhole. | \$350.00 per set-up |
| 2.) Set-up LETS camera to launch in lateral. | \$190.00 per lateral |
| 3.) LETS lateral inspection. | \$ 0.75 per linear foot |
| 4.) Lateral dye injections (up to three (3) injection site per lateral. | \$250.00 per lateral |
| 5.) Additional dye injection sites. (Beyond three (3)) | \$100.00 each |
| 6.) Sonde lateral tracing and marking. | \$125.00 each |
| 7.) Ditch dye water flooding. | \$200.00 each |

The City of Franklin will obtain written permission from all home owners to perform services that require access to private property, remove roots and obstructions from laterals prior to televising, provide access to all manholes, water for our jet truck from nearby hydrants(without charge), and a dump site for captured debris. Visu-Sewer will provide labor and equipment to complete the project. Thank you for the opportunity to quote on this project. If you have any questions please do not hesitate to contact us at 800-876-8478.

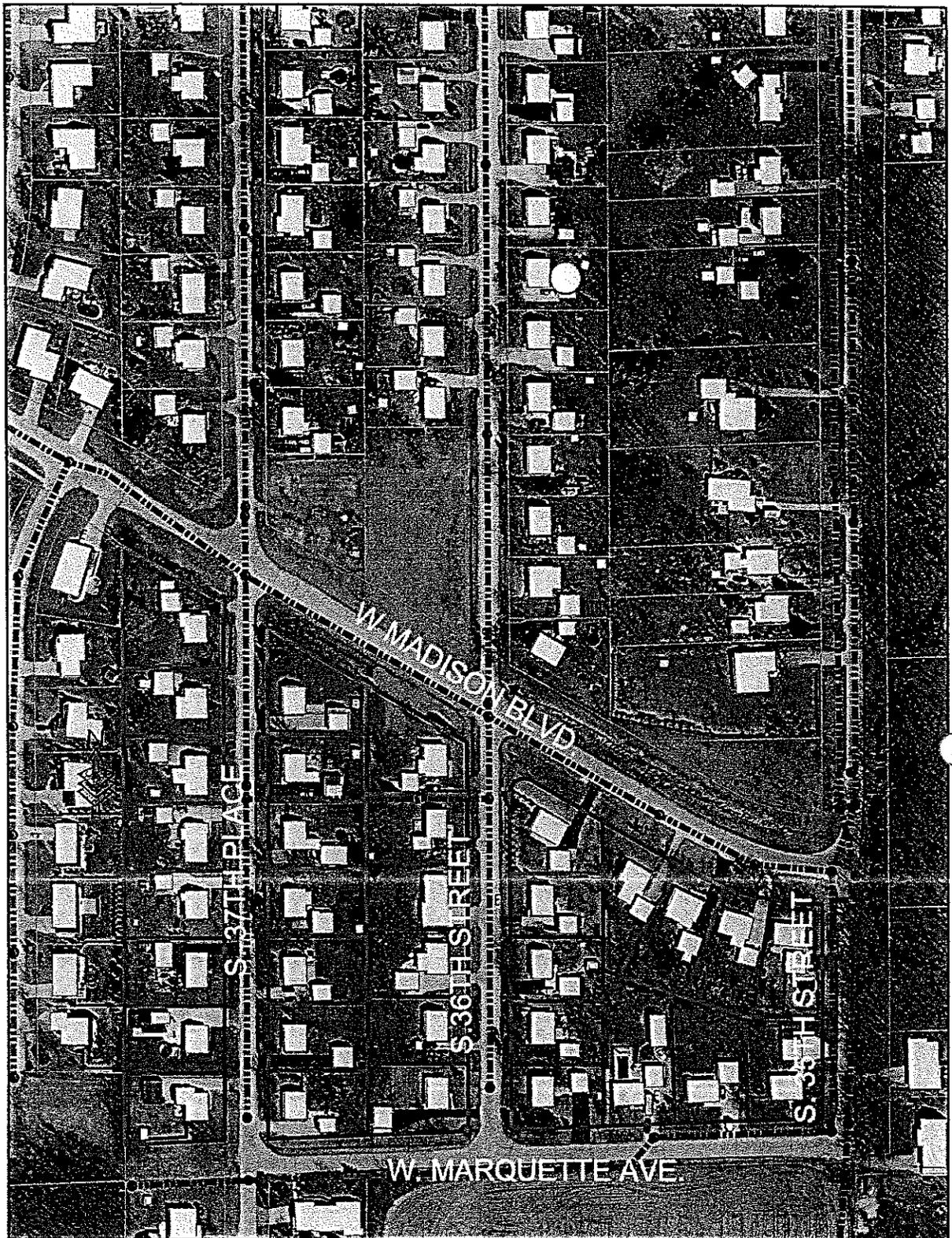
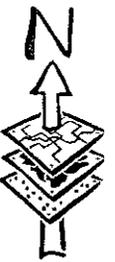
All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. VSC&S, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

RAWSON HOMES SUBDIVISION
PHASE NO. 3
PRIVATE PROPERTY INFLOW AND INFILTRATION



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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/15/13
Reports & Recommendations	SUBJECT: A resolution authorizing officials to execute an Intergovernmental Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) for the private property infiltration and inflow (PPII) elimination in the Rawson Homes Subdivision for S. 35th Street and S. 36th Street from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and S. 37th Place south of W. Madison Boulevard and authorize staff to accept the extension of unit costs for the PPII.	ITEM NO. <i>6, 13,</i>

BACKGROUND

Pursuant to the private property infiltration and inflow (PPII) program developed and funded by the Milwaukee Metropolitan Sewerage District (MMSD), the Rawson Homes Subdivision (the oldest sanitary sewers in the City) has been identified by flow testing to have major problems with private property infiltration and inflow. The private laterals in the Rawson Homes Subdivision for S. 35th Street and S. 36th Street from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and S. 37th Place south of W. Madison Boulevard have been tested and 31 of the 33 qualify for either lining or relay. Staff is proceeding with specifications for the construction phase of S. 37th Place. Now staff recommends that the City proceed with the PPII in this area.

ANALYSIS

The MMSD has developed an Intergovernmental Agreement for testing to be conducted in the Rawson Homes Subdivision for S. 35th Street and S. 36th Street from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and S. 37th Place south of W. Madison Boulevard to determine which laterals require mitigation. Staff has been able to extend the unit price costs and has reviewed and recommends approval of an Intergovernmental Agreement with the MMSD to fund the work at a cost of \$40,330.00.

OPTIONS

Approve

or

Table

FISCAL NOTE

All costs, except for administration, will be funded by MMSD.

RECOMMENDATION

Motion to adopt Resolution 2013-_____, a resolution authorizing officials to execute an Intergovernmental Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) for the private property infiltration and inflow (PPII) elimination in the Rawson Homes Subdivision for S. 35th Street and S. 36th Street from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and S. 37th Place south of W. Madison Boulevard and authorize staff to accept the extension of unit costs for the PPII.

JMB/db
Encl.

RESOLUTION NO. 2013 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD) FOR THE PRIVATE PROPERTY INFILTRATION AND INFLOW (PPII) ELIMINATION IN THE RAWSON HOMES SUBDIVISION FOR S. 35TH STREET AND S. 36TH STREET FROM W. MADISON BOULEVARD TO W. MARQUETTE AVENUE, W. MARQUETTE AVENUE FROM S. 35TH STREET TO S. 36TH STREET AND S. 37TH PLACE SOUTH OF W. MADISON BOULEVARD AND AUTHORIZE STAFF TO ACCEPT THE EXTENSION OF UNIT COSTS FOR THE PPII

WHEREAS, the Milwaukee Metropolitan Sewerage District (MMSD) has developed and funded a private property infiltration and inflow (PPII) program; and

WHEREAS, the City has through flow testing identified that the Rawson Homes Subdivision has major inflow and infiltration problems; and

WHEREAS, the City has through closed circuit television identified that major infiltration is entering the sanitary sewer system through private laterals; and

WHEREAS, the MMSD has developed an agreement where they will fund to cost to mitigate the infiltration and inflow in the Rawson Homes Subdivision for S. 35th Street and S. 36th Street from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and S. 37th Place south of W. Madison Boulevard; and

WHEREAS, the agreement provides for further testing of the private laterals to determine that lateral needs mitigation; and

WHEREAS, fund are available from the MMSD PPII Program to fund this program.

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 an agreement whereby the MMSD will fund the testing for PPII in the Rawson Homes Subdivision for S. 35th Street and S. 36th Street from W. Madison Boulevard to W. Marquette Avenue, W. Marquette Avenue from S. 35th Street to S. 36th Street and S. 37th Place south of W. Madison Boulevard as so stated in the agreement in the amount of \$40,330.00.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

JMB/db

Funding Agreement – FR04

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Franklin (Municipality), with its municipal offices at 9229 West Loomis Road, Franklin, Wisconsin 53132.

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

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

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

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

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

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

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

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

1. Date of Agreement

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

2. District Funding

The District shall reimburse the Municipality for \$40,330 in costs for the private property I/I control work described in Attachment A ("the Work"). The District funding shall be provided as a reimbursement upon submission of quarterly invoices. Beyond the financial support for the Work, the District shall have no involvement in ownership, construction, maintenance or operation of the Work. The Municipality shall identify the District as a funder in informational literature and signage.

3. Procedure for Payment

The Municipality shall submit an invoice to the District for the amount to be reimbursed. Invoices may be submitted no more often than quarterly. The invoice should include documentation of all costs to be reimbursed. Invoices from consultants shall provide the hourly billing rates, if applicable, the hours worked by individuals, and a summary of the tasks accomplished.

Reports and invoices shall be submitted to:

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

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

4. Changes in Work and Modifications to the Agreement

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

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

5. Ongoing Reporting Obligation

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

6. Permits, Certificates and Licenses

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

7. Public Bidding

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

8. Responsibility for Work, Insurance and Indemnification

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

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

The Municipality shall defend, indemnify and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability and expense whatsoever (including attorneys fees and related disbursements) arising from or connected with the planning, design, construction, operation or maintenance of the Work.

9. Terminating the Agreement

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

10. Exclusive Agreement

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

11. Severability

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

12. Applicable Law

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

13. Resolving Disputes

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

14. Notices

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

- when delivered personally to the recipient's address as stated on this Agreement;
or

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

15. No Partnership

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

16. Assignment

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

17. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

CITY OF FRANKLIN

By: _____
 Kevin L. Shafer, P.E.
 Executive Director

By: _____
 Thomas M. Taylor
 Mayor

Date: _____

Date: _____

Approved as to form:

City Clerk:

 Attorney for the District

 Sandi Weslowski, Clerk

Attachment A

WORK PLAN

PHASE 3 – S. 35TH STREET, S. 36TH STREET AND S. 37TH PLACE BETWEEN W. MADISON BOULEVARD AND W. MARQUETTE AVENUE ALONG WITH W. MARQUETTE AVENUE BETWEEN S. 35TH STREET AND S. 36TH STREET

CITY OF FRANKLIN

1. Background Information

In the summer of 2012, the City performed a pilot study of the sanitary sewer laterals and homes on S. 37th Place between W. Rawson Avenue and W. Madison Boulevard as part of its first phase Private Property Infiltration/Inflow Program (PPI/I). This was made possible by funding from the MMSD.

The study area was chosen because the area (Rawson Homes Subdivision) was developed in the 1950's and contains some of the oldest sanitary sewers in the City. Preliminary flow monitoring showed, as expected, that the sewer system was leakiest in the City.

The investigative work concluded that 31 of the 33 laterals were leaking and needed to be rehabilitated. In addition, 12 out of 12 homes that had basements also had foundation drains connected to the sanitary laterals at the floor drain via a "Palmer Valve" instead of connecting a sump pump. This was a surprise to the staff because the houses were generally constructed after the Plumbing Code was changed in 1954 which prohibited such connections.

Because of the findings on S. 37th Place, staff recommends that the S. 36th Street homes and laterals be inspected because they were constructed in the same era by the same developer.

The inspections of the laterals on S. 36th Street are under contract as part of the second phase of the PPI/I program. It is anticipated that a good number of these laterals will need rehabilitation and this work will proceed in the fall of 2013.

Because of the findings on S. 37th Place and S. 36th Street, staff recommends that the homes on S. 35th Street, S. 36th Street and S. 37th Place between W. Madison Boulevard, W. Marquette Avenue along with W. Marquette Avenue between S. 35th Street and S. 36th Street and W. Madison Boulevard between S. 35th Street and S. 36th Street be inspected because they were constructed at the same time and by the same developer.

2. Description of Work to be Performed

The S. 35th Street, S. 36th Street and S. 37th Place between W. Madison Boulevard and W. Marquette along W. Marquette Avenue between S. 35th Street and S. 36th Street and Madison Boulevard between S. 35th Street and S. 36th Street will be investigated. The study will consist of the same type of work that was performed on S. 37th Place and S. 36th Street: water injection and TV inspection of laterals and external lot surface drainage inspections except that the internal house basement inspections will be eliminated as past inspections are consistent.

The project will be completed to ascertain if it is cost effective to rehabilitate the laterals, provided that the rehabilitation is accepted by the majority of property owners, and if the District's funding is sufficient for the total City. A brief description of the proposed project is as follows:

- A. A public relations program would need to be developed as it will be necessary to obtain the permission of the 33 property owners to enter their property to conduct inspections to determine if their laterals need rehabilitation.

- B. That, with the property owner's permission, water would be injected on top of the lateral (at three locations -- one at the bottom of the ditch, one near the foundation of the home and one in the middle between the first two -- if staff was not able to determine the condition via CCTY).
- C. That, with the aid of closed circuit television in the main line sanitary sewer, the flow of the water that enters a lateral would be observed for 33 laterals.
- D. The result of this study will be reviewed by the consultant, and a recommendation made as to the action to be taken, if any, on each lateral.

3. Public Information and Education (I&E) Plan

The City will take the lead in the I&E Program. They will be assisted by the Ruckert/Mielke Project Manager. A neighborhood meeting was held on 7/25/13 to advertise the program and to sign people up for the inspections. A total of 24 of the 33 owners have signed up to date. A letter will be sent to each homeowner seeking their cooperation and access to inspect their property and sewer lateral. The City also anticipates use of some of the I&E material already prepared by the MMSD.

4. Cost Estimate

Staff has negotiated a proposal with Ruckert/Mielke and have compared costs with the costs provided to the District and have found them very comparable. It has also negotiated a contract with Visu-Sewer to perform the lateral closed circuit televising and dye testing.

The costs submitted are unit costs with results in the following estimate:

A. Ruckert/Mielke

- Lateral inspection and external house inspection
 33 @ \$150/each = \$ 4,950

- Summary of inspection report
33 @ \$50/each = 1,650
 - Prepare MMSD work plan, administration and
one staff meeting = 3,500
 - Review lateral inspection and recommend
Rehabilitation method 33 @ \$50/house = 1,650
- Subtotal for R/M: \$11,750

B. TV Contractor

- Camera set-up in seven manholes @ \$350/each = \$ 2,450
 - Set-up camera to launch in lateral 33 @ \$190/each = 6,270
 - Camera inspection of lateral @ \$0.75/ft.
33 laterals @ 60 ft. = 1,485
 - Lateral water injection, 3 per lateral
33 laterals @ \$250/each = 8,250
 - Sonde location of laterals
33 @ \$125/each = 4,125
- Subtotal for Visu-Sewer: \$22,580

TOTAL COST for Ruekert/Mielke and Sewer Inspection Services \$34,330

In addition to the above cost, it is estimated that in order to run a camera through each lateral, some laterals may require root cutting – estimate about 10 @ \$350/lateral or \$3,500. Also, some consulting time may be necessary for public information to create brochures and exhibits – estimate \$2,500.

The total cost is estimated as follows:

A. Injection Testing and TV	\$22,580
B. Consultant Fees	11,750
C. Public Relations	2,500
D. Lateral Cleaning	<u>3,500</u>
Total	\$40,330

5. Schedule of Work

- Internal House Inspections
October 2013
- Sewer Lateral Dye Testing and CCTV
September – October 2013
- External House Inspections
September – October 2013
- Final Report with Recommendation and Estimate of Costs
November 2013
- Public Relations
July/August 2013

6. MMSD Reimbursement Requests

2013

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>
Work Plan & Admin.	1,500	500	300	300	300	600
Public Relations	1,000	1,000				500
Consultant Inspection			2,475	3,000	2,775	
Lateral Cleaning			2,000	1,500		
Lateral Injection & TV			12,580	10,000		
	2,500	1,500	17,355	14,800	3,075	1,100

7. Procurement Process

- Investigative Work – Initially, the City interviewed six firms for the engineering and inspection work and selected Ruekert & Mielke and Visu-Sewer team using the QBS process.
- Sewer Cleaning – Quotes will be obtained from local plumbing contractors.

8. Data Collection

- Sewer CCTV – Recorded in a log book and on digital video media.
- External House Inspection – Recorded in digital file using eFields™.

9. Goals and Anticipated Outcomes

Analysis

It is staff's recommendation that the City participate in the Private Property Infiltration and Inflow (PPI/I) Program that has been established and funded by the District. The proposed program would look at the oldest sanitary sewers and laterals to determine areas that have potential for excessive clean water from entering the sanitary sewer system. These areas can

initially be identified through metering sections of the sanitary sewer system. It is staff's recommendation to proceed until excessive clear water is not found.

At the same time, funds are available to solve local drainage problems on private property on which water has entered the basement of homes or has the potential of entering basements of homes. This work will proceed in subsequent phases.

Options

Proceed on a project to identify laterals that require rehabilitation and bring that information back to the Common Council for the review and action prior to proceeding with any construction of lateral rehabilitation. At the same time, through metering, obtain a better understanding how wide spread rehabilitation is needed. Also, to proceed to identify areas with private property drainage problems where clear water enters basements.

It is also anticipated that the I&E Program will make the public aware of the consequences of PPII.

10. Content of Project Completion Report

- External House Inspection Reports and Findings
- Lateral CCTV Logs and Findings
- Cost Estimates to Fix Defects
- Summary of Results, Defect Scoring and Recommendation of Cost Effective Repairs

11. Photo/Video Documentation

Digital files will be prepared for all phases of the work with the exception of the internal house inspections.

12. Maps and Attachments (See Attached)

13. Deliverables

- a. Notification of and opportunity for participation in project related meetings including public meetings, contractor meetings and Council meetings.
- b. Samples of public outreach materials including notification letters, consent agreements and general information materials.
- c. The City will provide a summary report to the District consisting of:
 - Spreadsheet list of properties included in the project with tax i.d., address, and columns indicating which work tasks were applied to each property (house inspection, lateral inspected and defects found).
 - Digital data or subset of data (including photos) as desired by the District.
 - Property rehabilitation recommendations and cost estimates
 - Summary of public outreach and education program including strategies for success and response rate.
 - Lessons learned including field work activities, planning/design process and public outreach and education efforts.
- d. Completed Lateral Rehabilitation Work
 - Evidence of the pre-work condition of the lateral as contributing clear water to the system.
 - Verification of the completed work satisfactory to City standards, State codes and the goal of eliminating clear water from the system.
 - Conclusion upon completion of the investigate work in the surrounding target area that the rehabilitation completed is consistent in methods and cost with the recommendations by the Engineer for the adjacent properties.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/15/13
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER <i>H.1.</i>

See attached list from meeting of October 15, 2013.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee Agenda* Alderman's Room October 15, 2013 – 5:50 p.m.

1.	Call to Order & Roll Call	Time		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator - New 2013-14 5:55 p.m.	Thompson, Valerie J 3349 S 113 th St West Allis, WI 53227 Country Lanes			
Operator - New 2013-14 6:00 p.m.	Blackburn, Alyssa M 641 Alber Dr Waterford, WI 53185 Chili's Grill & Bar			
Operator - New 2013-14 6:05 p.m.	Bailey, Brett W 4636 S Racine Ave New Berlin, WI 53146 Rock Sports Complex			
Operator - New 2013-14	Brinker, Jeremy T 4419 S Greenridge Cir, Apt. H Greenfield, WI 53220 Rock Sports Complex			
Operator - New 2013-14	Bucko, Jacob M 5917 Sugarbush Ln Greendale, WI 53129 Rock Sports Complex			
Operator - New 2013-14	Kitzke, Andrew J 3705 S 69 th St Milwaukee, WI 53220 Kwik Trip			
Operator - New 2013-14	Krosschell, David M 2537 S Austin St Milwaukee, WI 53207 Hideaway Pub & Eatery			
Day Care 2013-14	Little Gems Academy 9758 S Airways Ct Dennis Vlach, Manager			
Taxi Driver 2013	Malik, Saad J 1333 W Edgerton Ave, #3 Milwaukee, WI 53221 Yellow Cab of Franklin			
Temporary Class B Beer	St. Martin of Tours Church Person in Charge: Diane Winkowski Location: 7963 S. 116 th St Event: Elvis USA- A Tribute to Veterans Event Date: November 2, 2013			
Temporary Entertainment & Amusement	St. Martin of Tours Church Person in Charge: Diane Winkowski Location: 7963 S. 116 th St Event: ELVIS USA- A Tribute to Veterans Event Date: November 2, 2013			
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.

APPROVAL <i>Slw CP</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/15/13
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.1.</i>

Attached is a list of vouchers dated October 15, 2013 Nos.148905 through Nos. 149094 totaling \$ 1,656,732.30.

Included in this listing is \$461.45 in Library vouchers, \$189,983.31 in payroll deductions and City matching payments on the October 4, 2013 payroll and \$98,540.00 in additional requests approved at the previous Common Council meeting. The net general checking account city vouchers for October 15, 2013 are \$ 1,367,747.54.

There were no property tax payments.

The net payroll dated October 18, 2013 is \$ XXX,XXX.XX with payroll deductions of \$ XXX,XXX.XX.

COUNCIL ACTION REQUESTED

Motion approving net general checking account City vouchers in the range Nos.148905 through Nos. 149094 in the amount of \$ 1,367,747.54 dated October 15, 2013.

Motion approving net payroll dated October 18, 2013 in the amount of \$ XXX,XXX.XX and payment of the various payroll deductions in the amount of \$ XXX,XXX.XX plus any City matching payments, where required.