

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/21/14
Reports & Recommendations	SUBJECT: Authorization directing staff to advertise and receive bids for the lining of approximately 350 lineal feet of sanitary sewer on W. Forest Home Avenue	ITEM NO. <i>6, 7,</i>

BACKGROUND

It has recently been found that a length (approximately 350 lineal feet) of twenty-four (24) inch sanitary sewer (local interceptor) has deteriorated to a condition of concern. The internal walls at joints have begun deteriorating. There is a pressing need to line in place this sewer before it begins to collapse. This sewer is on the east side of W. Forest Home Avenue, northeast of W. Speedway Drive (find site map).

ANALYSIS

Schedule plans and specifications have been prepared. A project schedule has been developed. As can be seen, the is extremely compressed. It is believed to be achievable. The lining process is not ambient temperature dependent. Late fall temperatures can be acceptable to line and curing. The project should take only several construction.

The anticipated project cost is \$90,000.

OPTIONS

Authorize staff to advertise and receive bids.

or

Defer decision.

FISCAL NOTE

Funding for this project, although not previously funded, can come from Sewer Rehabilitation fund.

A budget amendment may be required to appropriate funds for the contract. This will be addressed when the bids are brought back before the Council.

RECOMMENDATION

Motion to direct staff to advertise and receive bids for the lining of approximately 350 lineal feet of sanitary sewer on W. Forest Home Avenue.

RJR/sg

PROJECT SCHEDULE
W. FOREST HOME AVENUE
RECEIVING SEWER

OCTOBER, 2014

Council Authorizes Advertisement	October 21, 2014
Advertisement No. 1	October 30, 2014
Advertisement No. 2	November 6, 2014
Open Bids	November 13, 2014
Award of Contract	November 18, 2014
Start Project	November 24, 2014
Project Complete	December 19, 2014

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/21/14
Reports & Recommendations	SUBJECT: Resolution authorizing officials to execute agreements with Milwaukee County to allow for the installation of optical traffic signal pre-emption at the intersections of S. 76 th Street (CTH U) and W. Imperial Drive/W. Brunn Drive, W. Puetz Road and W. Drexel Avenue	ITEM NO. <i>G.8.</i>

BACKGROUND

Milwaukee County is presently having S. 76th Street reconstructed from north of W. Imperial Drive/W. Brunn Drive to south of W. Puetz Road. There are three signalized intersections within the project limits. The signals at these intersections to be built and set as new. The City of Franklin Police and Fire Departments recognizing the opportunity to install as part of the re-signalizing the installation of optical pre-emption equipment.

These installations being part of a comprehensive City-wide plan developed by Police and Fire Departments and made part of capital improvement fund requests.

ANALYSIS

By installing these traffic signal related facilities as part of the S. 76th Street construction project, cost savings should be realized.

OPTIONS

Adopt resolution, request more information or deny resolution.

FISCAL NOTE

The anticipated cost per intersection being \$8,300; the three \$24,900.

The S. 76th Street project is being constructed with STP (Surface Transportation Program) funding allocations from both Milwaukee County and City of Franklin.

It is anticipated that the STP's allocation will cover 80% of the installation at the three intersections. The cost to the City then being estimated at \$4,980.

RECOMMENDATION

Motion to adopt Resolution No. 2014-_____ a resolution authorizing officials to execute agreements with Milwaukee County to allow for the installation of optical traffic signal pre-emption at the intersections of S. 76th Street (CTH U) and W. Imperial Drive/W. Brunn Drive, W. Puetz Road and W. Drexel Avenue.

RJR/sg

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY
RESOLUTION NO. 2014 - _____

RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE AGREEMENTS WITH
MILWAUKEE COUNTY TO ALLOW FOR THE INSTALLATION OF
OPTICAL TRAFFIC SIGNAL PRE-EMPTION AT THE INTERSECTIONS OF
S. 76TH STREET (CTH U) AND W. IMPERIAL DRIVE/W. BRUNN DRIVE,
W. PUETZ ROAD AND W. DREXEL AVENUE

WHEREAS, Milwaukee County is reconstructing S. 76th Street (CTH U) from north of W. Imperial Drive/W. Brunn Drive to south of W. Puetz Road; and

WHEREAS, the City of Franklin is requesting of Milwaukee County to include the installation of optical traffic signal pre-emption devices at the three signaled intersections within the project; and

WHEREAS, Milwaukee County has developed agreements related to the installation, operation and maintenance for each of the three intersections to receive pre-emption equipment; and

WHEREAS, Surface Transportation Program (STP) funds are being used by Milwaukee County and part by City of Franklin to fund this reconstruction project; and

WHEREAS, it is believed STP funds will be applied for the installation of these pre-emption devices; and

WHEREAS, City staff believes that terms and conditions of these agreements are acceptable.

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 agreements with Milwaukee County relating to the installation, operation and maintenance of all optical traffic signal pre-emption equipment to be included in the traffic control signals and related control facilities at the intersections of S. 76th Street (CTH U) and W. Imperial Drive/W. Brunn Drive, W. Drexel Avenue and W. Puetz Road. These agreements 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 _____, 2014 by Alderman _____.

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**SUPPLEMENTAL AGREEMENT FOR TRAFFIC SIGNALS AT:
South 76th Street (CTH U) and West Imperial Drive / West Brunn Drive**

THIS SUPPLEMENTAL AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the installation, operation, and maintenance of all optical traffic signal pre-emption equipment, hereinafter referred to as "Pre-emption Equipment" included in the traffic control signals and related traffic control facilities at the Intersection of South 76th Street (CTH U) and West Imperial Drive / West Brunn Drive, hereinafter called "The Intersection"

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

IT IS MUTUALLY AGREED by and between the parties that:

The Pre-emption Equipment be designed, constructed, operated and maintained at The Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- a.) That The City will, through project 2160-10-70, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of said work upon billing.
- b.) That The County will assume routine maintenance responsibility for the entire Pre-emption Equipment installation and will bill The City for any maintenance of said equipment.
- c.) That The County will make all necessary repairs and replacements to Pre-emption Equipment that fails to function properly as a result of normal wear and deterioration. Said replacement equipment to be supplied by The City. The County will bill The City for any repair or replacement of said equipment.
- d.) That The County will make all necessary repairs and replacements to Pre-emption Equipment damaged by accident, vandalism, or acts of God, and will bill The City the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable within sixty (60) days of completion of said work. If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the responsible person(s) and reimburse The City for the amount paid upon recovery.
- e.) That The County will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry, and pertaining to the Pre-emption Equipment if designed for The City and The City will pay the cost of any such equipment additions or revisions, and within sixty (60) days of completion of said work bill The City for the cost of said changes to the Pre-

emption Equipment.

f.) That The County will obtain concurrence from The City prior to equipment additions or revisions for which cost participation by The City would be required.

g.) That The County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with The City.

h.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed below), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

Highway Maintenance Section 414-257-6566

II. The City hereby agrees:

a.) That The City will, through project 2160-10-70, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of installation of said equipment.

b.) That The County is to perform routine maintenance for the Pre-emption Equipment as indicated in I. (c), necessary repairs and replacements to said equipment which fails to function as indicated in I. (d), necessary repairs and replacements to said equipment which is damaged as indicated in I. (e) and any necessary equipment additions or revisions as indicated in I. (f). The City agrees to pay for the cost of the work as indicated in I(b), I(c), I(d) and I. (e) when billed by the County.

c.) That The County is to perform all maintenance work related to the operation of the Pre-emption Equipment at The Intersection, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

d.) That The County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Transportation Department, in collaboration with The City.

e.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed on page 2), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

IV. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed, all of the materials installed shall become the property of The City.

V. Liability

The County shall request layouts of The City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The

County shall be required to take precautionary measures to avoid damage to such underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the intersection and any change or revision thereto as may take place in the future.

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

VI. Payments

After completion of the installation of the Pre-emption Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II. (a), The City shall pay the total costs of the construction.

VII. Duration

This agreement shall continue to be in force indefinitely unless terminated on six (6) months written notice by one agency to the other.

This agreement is supplemental to previous agreements relating to the operation of traffic signal at The Intersection and in no way supersedes, rescinds, or replaces any and all previous agreements which may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the intersections described.

IN WITNESS WHEREOF, the undersigned on behalf of Milwaukee County affix their hands and seals this

_____ day of _____, 20____.

Signed and Sealed in
the presence of

MILWAUKEE COUNTY,
A BODY CORPORATE

DIRECTOR OF TRANSPORTATION

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me, this _____ day of _____, 20____, Brian Dranzik, Director of Transportation, of the above named MILWAUKEE COUNTY, a body corporate, to me known to be the person who executed the foregoing instrument, and to me known to be such Director of Transportation of said municipal corporation, and acknowledged that he executed the foregoing instrument as such officer as the deed of said municipal corporation, by its authority.

Print

Signature

Notary Public, Milwaukee County, Wisconsin

My Commission Expires: _____

SUPPLEMENTAL AGREEMENT FOR TRAFFIC SIGNALS AT:
South 76th Street (CTH U) and West Drexel Avenue

THIS SUPPLEMENTAL AGREEMENT is made and entered into between Milwaukee County, a body corporate, hereinafter called "The County", and the City of Franklin, a municipal corporation, hereinafter called "The City", relating to the installation, operation, and maintenance of all optical traffic signal pre-emption equipment, hereinafter referred to as "Pre-emption Equipment" included in the traffic control signals and related traffic control facilities at the Intersection of South 76th Street (CTH U) and West Drexel Avenue, hereinafter called "The Intersection"

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

IT IS MUTUALLY AGREED by and between the parties that:

The Pre-emption Equipment be designed, constructed, operated and maintained at The Intersection.

CONDITIONS OF THIS AGREEMENT ARE TO BE AS FOLLOWS:

I. The County hereby agrees:

- a.) That The City will, through project 2160-10-70, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of said work upon billing.
- b.) That The County will assume routine maintenance responsibility for the entire Pre-emption Equipment installation and will bill The City for any maintenance of said equipment.
- c.) That The County will make all necessary repairs and replacements to Pre-emption Equipment that fails to function properly as a result of normal wear and deterioration. Said replacement equipment to be supplied by The City. The County will bill The City for any repair or replacement of said equipment.
- d.) That The County will make all necessary repairs and replacements to Pre-emption Equipment damaged by accident, vandalism, or acts of God, and will bill The City the cost of any such repairs and replacements that are deemed by the County Corporation Counsel to be otherwise non-compensable within sixty (60) days of completion of said work. If damaged by accident or vandalism the County Corporation Counsel may pursue damages against the responsible person(s) and reimburse The City for the amount paid upon recovery.
- e.) That The County will make any necessary equipment additions or revisions deemed necessary by changed laws, changed traffic conditions, or changed intersection geometry, and pertaining to the Pre-emption Equipment if designed for The City and The City will pay the cost of any such equipment additions or revisions, and within sixty (60) days of completion of said work bill The City for the cost of said changes to the Pre-emption Equipment.

f.) That The County will obtain concurrence from The City prior to equipment additions or revisions for which cost participation by The City would be required.

g.) That The County will operate and adjust the traffic signal timing and equipment in such a manner as to best meet prevailing traffic conditions as determined in collaboration with The City.

h.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed below), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

Highway Maintenance Section 414-257-6566

II. The City hereby agrees:

a.) That The City will, through project 2160-10-70, perform the installation of the Pre-emption Equipment at The Intersection and pay the full cost of installation of said equipment.

b.) That The County is to perform routine maintenance for the Pre-emption Equipment as indicated in I. (c), necessary repairs and replacements to said equipment which fails to function as indicated in I. (d), necessary repairs and replacements to said equipment which is damaged as indicated in I. (e) and any necessary equipment additions or revisions as indicated in I. (f). The City agrees to pay for the cost of the work as indicated in I(b), I(c), I(d) and I. (e) when billed by the County.

c.) That The County is to perform all maintenance work related to the operation of the Pre-emption Equipment at The Intersection, except such immediate emergency measures as may need to be taken when County forces are not present and the public safety may be in jeopardy.

d.) That The County shall operate and adjust the traffic signal controllers in such a manner as to best meet prevailing traffic conditions determined by the County Transportation Department, in collaboration with The City.

e.) If discovered by City forces, The City agrees to promptly notify the County through its Transportation Department, (at the phone number listed on page 2), of any damage, outage, or seeming malfunctions of the Pre-emption Equipment.

IV. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed, all of the materials installed shall become the property of The City.

V. Liability

The County shall request layouts of The City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The County shall be required to take precautionary measures to avoid damage to such

underground facilities. The City shall supply the County with a complete record of the existing underground material structures at the intersection and any change or revision thereto as may take place in the future.

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

VI. Payments

After completion of the installation of the Pre-emption Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II. (a), The City shall pay the total costs of the construction.

VII. Duration

This agreement shall continue to be in force indefinitely unless terminated on six (6) months written notice by one agency to the other.

This agreement is supplemental to previous agreements relating to the operation of traffic signal at The Intersection and in no way supersedes, rescinds, or replaces any and all previous agreements which may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the intersections described.

SUPPLEMENTAL AGREEMENT FOR TRAFFIC SIGNALS AT:
South 76th Street (CTH U) and West Puetz Road

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Highway Maintenance Section 414-257-6566

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IV. Ownership and Responsibility

After the design and construction work outlined in this agreement is completed, all of the materials installed shall become the property of The City.

V. Liability

The County shall request layouts of The City underground structures and facilities before performing work of such nature that existing underground facilities must be avoided. The

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

VI. Payments

After completion of the installation of the Pre-emption Equipment, The County and The City representatives will together inspect the installation of said equipment for acceptance. Upon acceptance by the two agencies, a complete accounting of the costs for design and construction shall be conducted. As indicated in II. (a), The City shall pay the total costs of the construction.

VII. Duration

This agreement shall continue to be in force indefinitely unless terminated on six (6) months written notice by one agency to the other.

This agreement is supplemental to previous agreements relating to the operation of traffic signal at The Intersection and in no way supersedes, rescinds, or replaces any and all previous agreements which may have been entered into by the County and the City regarding the design, construction, operation, and maintenance of traffic control signals and related traffic control facilities at the intersections described.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>October 21, 2014</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials To Execute a WE Energies South 27th Street Electric Relocation – WisDOT Project ID2265-16-70 Letter Agreement With the City of Franklin to Terms, to Proceed and Payments to Be Made for the Costs to Bury Electrical Circuits (West College Avenue to West Drexel Avenue).</p>	<p>ITEM NUMBER</p> <p><i>G.9.</i></p>

Annexed hereto is a copy of the above. The Common Council considered the undergrounding of utilities for the South 27th Street Reconstruction project a number of times through the years. On October 1, 2013, the Common Council acted upon an agenda item G. 6. "Provide Direction to the Wisconsin Department of Transportation relative to the width of sidewalk and if the existing utilities are to be placed underground between W. College and W. Drexel Avenue" as follows: Alderman Taylor moved that utilities in S. 27th Street from W. College Avenue to W. Drexel Avenue be placed underground. Seconded by Alderman Wilhelm. All voted Aye; motion carried. Alderman Taylor then moved to direct staff to inform the State Department of Transportation that the City requests that the S. 27th Street sidewalk width be 6 feet from W. College Avenue to W. Drexel Avenue. Seconded by Alderman Mayer. Alderman Schmidt moved to call the question. Seconded by Alderman Mayer. All voted Aye; motion carried. On the main motion for 6 foot width of sidewalks on S. 27th Street, all voted Aye. Motion carried. Also annexed hereto are copies of the materials from that agenda packet on the item, and a subsequent letter to the City Engineer from WE Energies dated October 14, 2013. The subject costs are to be paid by Tax Incremental District No. 3 funding (as noted in a separate item on this meeting's agenda) and are separate from and in addition to costs to be paid under the previously approved reconstruction agreement with WisDOT.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials To Execute a WE Energies South 27th Street Electric Relocation – WisDOT Project ID2265-16-70 Letter Agreement With the City of Franklin to Terms, to Proceed and Payments to Be Made for the Costs to Bury Electrical Circuits (West College Avenue to West Drexel Avenue).

RESOLUTION NO. 2014-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
WE ENERGIES SOUTH 27TH STREET ELECTRIC RELOCATION – WISDOT
PROJECT ID2265-16-70 LETTER AGREEMENT WITH THE CITY OF FRANKLIN TO
TERMS, TO PROCEED AND PAYMENTS TO BE MADE FOR THE COSTS TO BURY
ELECTRICAL CIRCUITS (WEST COLLEGE AVENUE TO WEST DREXEL AVENUE)

WHEREAS, the Common Council at its regular meeting on October 7, 2014 approved a State-Municipal Agreement with the Wisconsin Department of Transportation for the reconstruction of South 27th Street from West College Avenue to West Drexel Avenue, a subject matter having previously been before the Common Council through the past number of years, and in relation thereto, on October 1, 2013, the Common Council adopted a motion to provide direction to the Department of Transportation that utilities in South 27th Street be placed underground as part of the project, with the costs for such placement to be borne by the City (as well as by way of a cost-sharing agreement with the City of Oak Creek, which also has been previously approved by the Common Council); and

WHEREAS, the South 27th Street Reconstruction project is now proceeding and a letter agreement has been received from WE Energies as to terms, to proceed and payments to be made for the costs to bury electrical circuits (West College Avenue to West Drexel Avenue); and

WHEREAS, the Acting City Engineer and the Director of Finance and Treasurer have reviewed the proposed letter agreement and note that the project activities have been specified and that funding is to be available for the costs of the project from Tax Incremental District No. 3; and

WHEREAS, the Common Council having reviewed the letter agreement and having determined same to be consistent with its prior information received and approvals and that it is reasonable and necessary in conjunction with the South 27th Street Reconstruction project and shall benefit the Community accordingly.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the WE Energies South 27th Street Electric Relocation – WisDOT Project ID2265-16-70 letter agreement with the City of Franklin to terms, to proceed and payments to be made for the costs to bury electrical circuits (West College Avenue to West Drexel Avenue) in the form and content as annexed hereto, subject to minor changes which may be approved by City Staff, including as to the provision of standard terms and conditions, be and the same is hereby approved.

RESOLUTION NO. 2014-____

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

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

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

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Other utilities: Costs associated with relocating other utilities' services are not included in this quote. If you need to relocate other utilities, you are responsible for notifying and negotiating the cost for phone and cable relocation. We offer to work with both utilities to relocate their equipment. We must maintain their facilities on our poles until replacement service is provided. At that point in time, our poles are removed.

Restoration: After our construction activity is complete, we replace the excavated soil and mound in the affected area. Any additional restoration charges are not included in this preliminary estimate. Review our surface restoration practices at www.we-energies.com/home/surfacerestore.

Permissions: Right-of-way permissions and easements must be obtained before the project begins.

Construction: Relocation typically takes between 8 and 12 weeks following the date the agreement is signed and payment is received. This timeframe can be longer depending on weather, crew availability and material lead times.

Feel free to contact me with any questions at 414-221-3909 or Linda Sodemann, 414-221-3033. I look forward to working with you to make your project a success.

Sincerely,

Socorro Gonzales
Local Affairs Account Manager

We Energies Project #SOPE22167

cc: Michael Simmons, City of Oak Creek

Municipal Authorization

I certify that I am an authorized representative of the municipality. I authorize We Energies to prepare the final design/cost. I will promptly notify We Energies of any plan revisions and understand these revisions may result in a delay.

Signature: _____

Date: ____/____/____

Printed Name: _____ Title: _____

APPROVAL <i>See</i>	REQUEST FOR COUNCIL ACTION	MFG. DATE 10/1/13
Reports & Recommendations	SUBJECT: Provide direction to the Wisconsin Department of Transportation relative to the width of sidewalk and if the existing utilities are to be placed underground between W. College and W. Drexel Avenue	ITEM NO. <i>6.6.</i>

BACKGROUND

Pursuant to the Council Action of 6/18/13 where the Common Council did not take action relative to the width of sidewalk and underground utilities on S. 27th Street, please be advised that the State Department of Transportation is in the final stages of completing the design for the reconstruction planned for 2015 and has asked a number of times for the City to make a decision so those facilities such that they can be shown on the final construction plans and any additional right-of-way acquired.

ANALYSIS

The S. 27th Street Steering Committee, which is a joint committee with the City of Oak Creek, has been meeting beginning in 2003 and has worked together to plan the streetscaping for S. 27th Street between W. College Avenue and W. South County Line Road with the major emphasis on the section between W. College Avenue and W. Drexel Avenue is planned for reconstruction in 2015.

The recommendations from this committee were to include a 10 foot wide sidewalk and place the utilities underground. The City of Oak Creek has chosen the width of the sidewalk to be 6 feet wide from W. College Avenue to W. Minnesota Avenue and the section from W. Minnesota Avenue to W. Drexel Avenue as 10 feet wide. Please note that in anticipation of the future streetscaping of S. 27th Street, the City of Franklin has constructed 8 foot wide sidewalks on W. Drexel Avenue from S. 27th Street to S. 31st Street and the City of Oak Creek has constructed a 10 foot wide sidewalk on W. Drexel Avenue from S. 27th Street to the freeway. It is common practice in the metropolitan Milwaukee area to have wider sidewalks in commercial areas as it is anticipated there will be more pedestrian traffic between commercial businesses. It is staff's recommendation that the City of Franklin request the same width that Oak Creek requested.

OPTIONS

Policy decision
or
Table

FISCAL NOTE

The costs of the underground utilities are as follows:

<u>Facility</u>	<u>Rawson to Drexel</u>	<u>Rawson to College</u>	<u>College to Drexel</u>
We Energies	\$400,000.00	\$ 976,000.00	\$1,376,000.00
Time Warner	67,791.00	123,361.00	191,152.00
AT&T	58,701.82	81,682.54	140,384.36
Total	<u>\$526,492.82</u>	<u>\$1,181,043.54</u>	<u>\$1,707,536.36</u>

The total cost would be \$1,707,536.36 plus 6 business conversion to underground at \$5,000.00 each for a total cost of \$1,737,536.36 + a 20% contingency = \$2,085,043.63. The City of Franklin's share is 90%; therefore, Franklin's share is \$1,876,539.27, use 1.9 million for planning purposes.

For the cost of sidewalks, see attached Council Action Sheet.

It is staff's understanding that sufficient funds have been included in the revision to T.I.F. #3 to cover both the sidewalk construction and the total cost of the underground electric.

RECOMMENDATION

Motion to direct staff to inform the State Department of Transportation that the City requests that the sidewalk width be 6 feet wide from W. College Avenue to W. Minnesota Avenue and 10 feet wide from W. Minnesota Avenue to W. Drexel Avenue, the same width as requested by Oak Creek and the utilities be placed underground from W. College Avenue to W. Drexel Avenue.

or

APPROVAL	REQUEST FOR COUNCIL ACTION	MEG. DATE 6/18/13
Reports & Recommendations	SUBJECT: Provide direction to the Wisconsin Department of Transportation relative to the width of sidewalk and the placement of underground utilities on S. 27th Street between W. College Avenue and W. Drexel Avenue	ITEM NO.

BACKGROUND

Pursuant to the proposed reconstruction of S. 27th Street from W. College Avenue to W. Drexel Avenue planned for 2015 by the Wisconsin Department of Transportation (DOT), please be advised that the DOT has requested that the Common Council provide them with an initial decision relative to the width of the sidewalks and the City's intent to have the utilities placed underground.

ANALYSIS

At the last meeting of the S. 27th Street Steering Committee the committee recommended that the sidewalks be constructed at a width of 10 feet wide and that the City pay 90 percent for placing the utilities underground with Oak Creek paying 10 percent. The City of Oak Creek has revised this recommendation for Oak Creek, a six foot wide walk north of W. Minnesota Avenue and a ten foot wide walk south of W. Minnesota Avenue. At this time the DOT needs to know the City's wishes for design purposes to acquire the necessary right-of-way. This decision would not be a financial commitment; which would come later with the approval of an intergovernmental program agreement.

OPTIONS

It is recommended that an initial decision be made at the time such that the DOT can proceed with acquiring the necessary right-of-way for the reconstruction.

FISCAL NOTE

Under a revised policy by the Federal Government a five foot wide sidewalk will be fully funded under the transportation funding and the community will only be required to pay for any width over five feet. The City's consultant (HNTB) has estimated that if a ten foot walk is installed for the full length the cost to the City of Franklin would be \$228,442. Adjusting these costs to reflect a six foot wide sidewalk north of W. Minnesota Avenue and a ten foot wide sidewalk to the south, the City's cost would be reduced based on the estimate of \$5.50 per square foot to \$34,375 north of W. Minnesota Avenue and \$118,525 south of W. Minnesota Avenue for a total cost of \$152,900. The consultant has estimated that the cost of the underground utilities would be two million with the City paying 90 percent or 1.8 million.

RECOMMENDATION

Provide direction to the Wisconsin Department of Transportation relative to the width of the sidewalk and the desire for underground utilities subject to obtaining the necessary financing through T.I.F.

JMB/db

October 6, 2014

we energies



231 W. Michigan Street
Milwaukee, WI 53203
www.we-energies.com

City of Franklin
Mayor Steve Olson
9229 W. Loomis Road
Franklin, WI 53132

RE: 27th Street Electric Relocation – WisDOT Project ID 2265-16-70

Dear Mayor Olson,

As part of the 27th Street reconstruction project, the City of Franklin has requested that the existing electrical circuits be buried instead of being replaced overhead on poles. It is my understanding that you are aware of this situation and agree that the City of Franklin shall bear the cost to bury the electrical circuits.

We Energies' policy is to collect upfront prior to construction the cost to do this work. Construction must begin in early November 2014 in order to meet the WisDOT deadlines for relocating its facilities that are in conflict with the road project. I understand the city expected this work to take place much later so it budgeted the dollars for 2015. Because of this budgeting situation, the earliest the full payment can be made to We Energies is January 2015.

Because of our excellent working relationship with your City, We Energies will deviate from its payment up front policy and begin work prior to receiving full payment. We Energies requests a partial payment of \$100,000 by December 15, 2014 with the remaining \$948,237.71 due no later than January 15, 2014. A cost letter, or invoice, will be sent to the City at least 30 days prior to the due dates.

By signing this letter on behalf of the City of Franklin and returning it to me, you agree to the terms for this job to proceed and payments to be made.

There is a similar but unrelated overhead to underground project associated with the 27th Street relocation that is expected to cost about \$400,000. It is expected that the payment for this work will follow the normal policy and will be made prior to starting construction sometime in the first quarter of 2015.

Your cooperation on behalf of the city of Franklin in getting this job underway is most appreciated. Should you like to discuss this matter further before signing this letter, feel free to contact me at 414-221-4578.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Sande', with a horizontal line extending to the right.

Daniel Sande, P.E.
Manager – Gas & Electric Policy

Acknowledged,

Steve Olson
Mayor – City of Franklin

27th Street Cost Allocations

	Total	Oak Creek	Franklin	College to Rawson	Rawson to Drexel
2015 Estimate:					
Sidewalk cost **	456,885	228,443	228,443	-	228,443
Streetlight cost **	352,476	176,238	176,238	-	176,238
All other costs	631,645	315,822	315,822	157,911	157,911
Phase 1 Cost elements	<u>1,441,006</u>	<u>720,503</u>	<u>720,503</u>	<u>157,911</u>	<u>562,592</u>
Cost to bury utilities	2,164,864	216,486	1,948,378	974,189	974,189
15' easement cost - utilities *	-	-	-	-	-
State Design & Engineering	-	-	-	-	-
15% Contingency	244,534	122,267	122,267	61,134	61,134
15% Contingency- Utilities	324,730	32,473	292,257	146,128	146,128
DOT sponsored CSS	<u>4,175,134</u>	<u>1,091,729</u>	<u>3,083,405</u>	<u>1,339,362</u>	<u>1,744,043</u>
	<u>(450,000)</u>	<u>(225,000)</u>	<u>(225,000)</u>	<u>(112,500)</u>	<u>(112,500)</u>
	<u>3,725,134</u>	<u>866,729</u>	<u>2,858,405</u>	<u>1,226,862</u>	<u>1,631,543</u>
Assessments to property owners		404,681			404,681
Possible TIF Funding		1,840,293		613,431	1,226,862
Possible City Funding			613,431	613,431	0

* Burying utilities is allocated 90% Franklin 10% Oak Creek all other allocations are 50% to each community

** Franklin sidewalk and streetlight cost allocated 100% to south of Rawson Ave as they are not replacements

Jack Bennett

From: Lacrosse, Lukas [lukas.lacrosse@twcable.com]
Sent: Wednesday, September 25, 2013 5:05 PM
To: Jack Bennett
Subject: FW: 27th St - Time Warner Cable Aerial vs UG relocation quote

Jack,

These estimates are made with all known information available as of the date of this e-mail. Any changes made after today could make these costs go up or down an unknown amount. That being said - based on what I can assume right now, I have come up with the following estimates:

27th St N of Rawson:
Underground costs (assumed JT route) \$210,083
Aerial relocation costs (TWC Covered) \$86,722
Difference (Franklin Responsibility) \$123,361

27th St W of Rawson:
Underground costs (assumed JT route) \$157,426
Aerial relocation costs (TWC Covered) \$89,635
Difference (Franklin Responsibility) \$67,791

Total City of Franklin Responsibility: \$191,152

If the inquiry for this aerial to underground relocation is approved, I will need a written statement from the city to allow our engineering to begin. We will then need to have the WE Energies route finalized prior to our underground engineering. All of this additional work could potentially have implications to the project timelines as it requires additional engineering that was not part of the initial improvement project package engineering requirements. We will also need to coordinate with WisDOT to make sure that all utilities are given an ample amount of time to relocate as our build time will more than likely double with an underground build compared to an aerial build.

Thanks,



Lukas LaCrosse
Field Engineer | Time Warner Cable – SE Wisconsin
phone: 414-908-4766 | email: lukas.lacrosse@twcable.com
1320 N Dr. Martin Luther King Jr. Dr., Milwaukee, WI 53212

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 10/21/14
Reports & Recommendations	SUBJECT: Resolution authorizing officials to execute an Engineering Services Agreement with Graef for the relay of water main on W. Scepter Circle and W. Scepter Court	ITEM NO. <i>G.10.</i>

BACKGROUND

For years, water main breaks have occurred on W. Scepter Circle resulting the interruption of water service to twenty-two properties and the deterioration of the street pavement. Because of this deterioration road condition, W. Scepter circle has been included in the 2015 Road Improvement Program. Prior to resurfacing, it will be necessary to relay the water main, with service connections to the 22 homes. A schedule has been developed to accomplish this two-phased project. Staff received authorization from the Water Commission to interview and recommend to Council an agreement for a consultant to design, administer and inspect the water main relay.

ANALYSIS

This relay project is relatively small in cost. In that the City has used primarily two consulting firms Graef and Kaempfer & Associates to perform water utility design, both with the expertise required for this project.

Both firms submitted written proposals and were interviewed by staff and two citizens with established technical backgrounds.

As a result of this quality based selection process, Graef was selected to perform necessary engineering services.

OPTIONS

- Approve resolution.
- or
- Request additional information.
- or
- Deny resolution.

FISCAL NOTE

The water relay on W. Scepter Circle and W. Scepter Court was included in Water Utility Capital funding.

A survey was taken of several communities and it was found none assessed property owners for water main relay. Water Commission agreed with staff that it would be difficult to prove benefit and therefore not recommend assessing property owners.

The estimated cost of the project is \$350,000. Engineering services to be approximately \$30,000. The fees for this agreement for design being \$15,924, this being approximately 5% of the construction cost. Anticipated administration and inspection to follow at an estimated cost of \$14,000.

RECOMMENDATION

Motion to adopt Resolution No. 2014-_____ a resolution authorizing officials to execute an Engineering Services Agreement with Graef for relay of water main on W. Scepter Circle and W. Scepter Court. The agreement will be subject to technical corrections and the review and acceptance of the City Attorney.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY
RESOLUTION NO. 2014 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE
AN ENGINEERING SERVICES AGREEMENT WITH GRAEF
FOR THE RELAY OF WATER MAIN ON W. SCEPTER CIRCLE AND W. SCEPTER COURT

WHEREAS, water main breaks have occurred numerous times on Scepter Circle; and

WHEREAS, these breaks cause service interruptions to connected properties; and

WHEREAS, these breaks have deteriorated pavement condition; and

WHEREAS, the Water Commission recommended selecting a consultant firm to design and inspect the relay of this water main on W. Scepter Circle and W. Scepter Court; and

WHEREAS, the staff, with citizen assistance, has interviewed two consultants to perform the design and inspection of a water main relay on W. Scepter Circle and W. Scepter Court; and

WHEREAS, Graef has been selected to perform engineering design services at a fee of \$15,924.

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 Graef shall provide design services for the relay of water main on W. Scepter Circle and W. Scepter Court for a fee of \$15,924.

This agreement being subject to review and approval of the City Attorney.

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

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

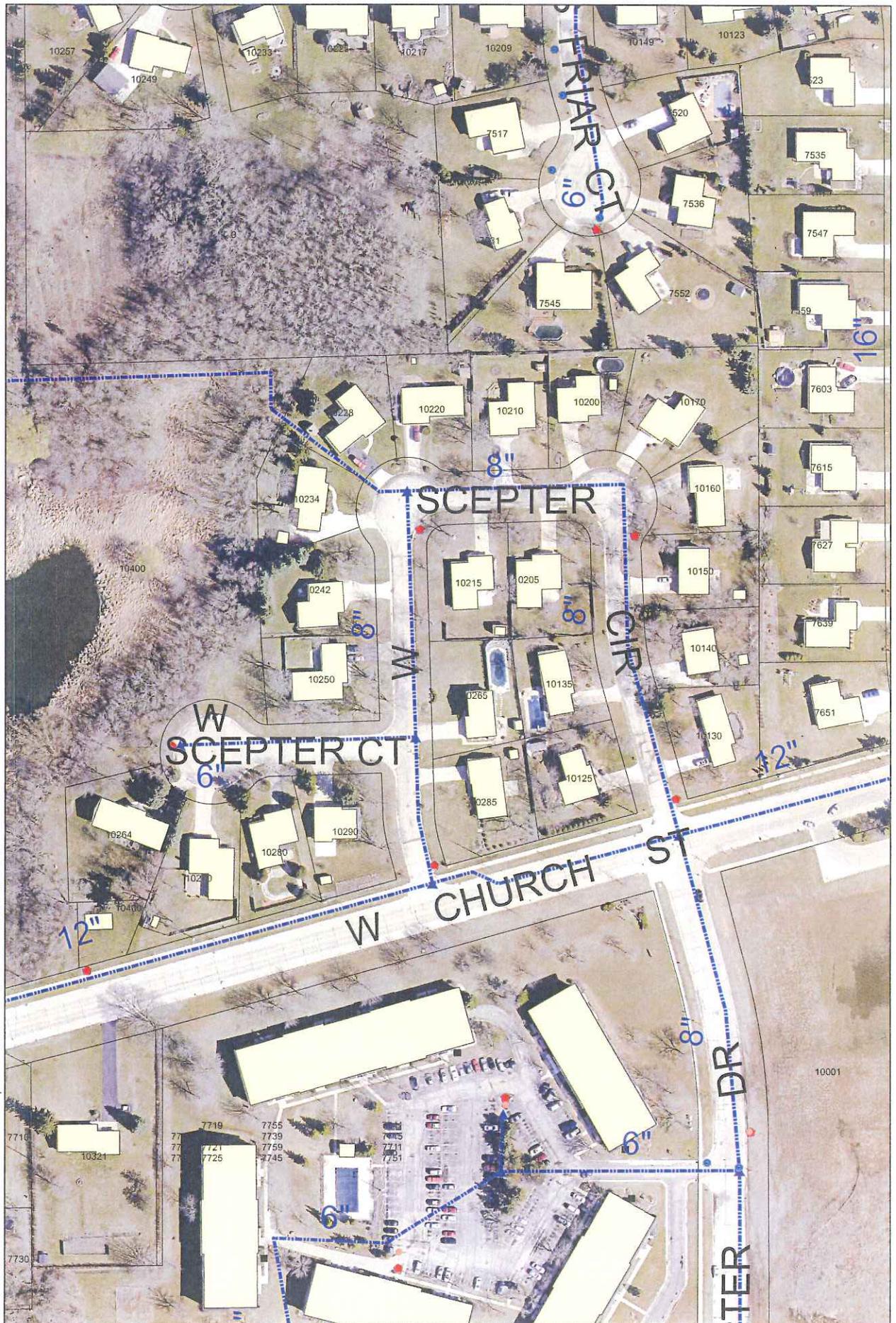
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



THIS MAP DOES NOT REPRESENT A SURVEY
 NO LIABILITY IS ASSUMED FOR ACCURACY OF THE DATA
 EITHER FURNISHED OR IMPLIED BY THE CITY OF FRANKLIN
 OR ITS EMPLOYEES.

WATER MAIN
 SCEPTER CIRCLE AND COURT



MAP DRAWN BY:
 BSD

SCALE: 1" = 100'

OCTOBER 17, 2014

PROJECT SCHEDULE

SCEPTER CIRCLE/COURT WATER MAIN RELAY CITY OF FRANKLIN

Send Request for Proposals	October 2, 2014
Receive Proposals	October 10, 2014
Interview	October 15, 2014
Water Commission Approval	October 21, 2014
Council Authorization Design/Construction Agreement Services	October 21, 2014
Field Work	October 25 - November 25, 2014
Advertise for Bids	January 15, 2015 January 29, 2015
Open Bids	February 5, 2015
Award Contract	February 20, 2015
Begin Construction	April 5, 2015
Complete Construction	June 15, 2015

RJR/sg

Project Approach

GRAEF will provide services to the City of Franklin specifically tailored to complete the water main relay in the most time-efficient manner in order to maximize value to the City. Our

project team will draw from a wide range of resources and a staff of highly qualified, experienced personnel to successfully complete the Scepter Circle/Court Water Main Relay project. Based on the information provided in your Request for Proposal, our meetings with the City and our extensive water main design experience, our team has an in-depth understanding of the City's needs for the successful completion of the water main relay. We understand the need of the project is to replace 1970s vintage cast iron water main that has experienced numerous breaks, while maintaining service to the 21 residents during construction.

We have identified several critical issues to be addressed during the design phase of the project so the City can realize a successful project.

Water Main Alignment:

The alignment of the replacement water main will be impacted by many factors. It appears that the existing water main is typically located off of the existing concrete curb and gutter in the pavement throughout the subdivision. The existing sanitary sewer appears



to be approximately 10 feet from the existing water main. Typically the proposed water main is placed approximately 3-feet from the existing water main so that reconnection of the existing laterals is easily accomplished. This may require a variance from the WDNR to accomplish. GRAEF has been successful in the past applying for such variances on past water main relay projects. This is assuming there are not any other existing utilities (gas, electric, etc) that would interfere with this corridor. Although the area is in the 2015 Road Program, this alignment will keep the pavement disturbance at a minimum which will reduce construction costs. This location would also

help in reducing construction costs as the contractor will be able to increase their production rates. The existing water services would be replaced with new 1-1/4 inch HDPE services that could be bored under the existing pavement for the long-side services. This again will help reduce the impacts to the existing pavement. The



project could be bid with both open cut construction of the laterals as well as directional drilling them to keep the prices competitive. Again, with the road being on the 2015 Road Program perhaps stone could be placed in the trench to the surface. The proposed water main would be designed in a way to

avoid the existing water services. Usually this translates into a slightly deeper water main than the existing main in order to achieve proper cover as well as avoid the existing main with the services. Proper valving as well

Project Approach

Continued

as hydrant spacing will be evaluated as part of the design. Two 12-inch by 8-inch tapping sleeves and valves may be necessary at the two Church Street connections. In addition, a small amount of slurry backfill and concrete replacement may be necessary at the Church Street intersections. The majority of the proposed main would be backfilled with crushed stone backfill to ensure there is minimal settlement of the trench before the City paves the area as part of the 2015 Road Program. Reliable as-constructed drawings of the existing sanitary sewer, storm sewer, and water main along with lateral locations is critical in relay designs. In addition, our survey crews will as-built all existing manholes, catch basins, and valve boxes to verify depths. Having utility staff field locate all of the existing water service shut off valves is important too. Other utilities (gas, electric, cable, etc.) will be notified early in the project as a heads-up that construction will be occurring in case they have a desire to update/replace their utilities.

Construction Methods:

Projects similar to this typically are constructed with open trench methods. Due to the relative openness of the construction corridor, production rates on this work should be high which will keep construction costs down. This is still the most widely used construction method in Southeastern Wisconsin. Due to the number of services, valving and hydrants, this option most likely makes the most sense. Making this an even more attractive method is the fact that many



open cut contractors are bidding this type of work very aggressively as the economy recovers.

Public Involvement

We understand the importance of clear communication with the residents affected by the construction of the new water

main. Residents will be affected by the dust, noise and inconveniences that comes with construction. We propose that the City have a public information meeting early in the project when the project is just at a schematic level. This helps foster a partnership and credibility factor immediately in the early stages of the project. At this point we can gather residents' concerns before the detail design begins so that we can incorporate their concerns in our design. We have found that when the City sends letters to the affected residents that includes a list of frequently asked questions along with the City's

responses can ease a great deal of the anxiety's that accompany construction projects. A second public information meeting could occur when detailed plans are available for viewing. We could prepare all of the necessary exhibits and handout materials for these meetings. Our experience has shown that the more communication that is done early in the project will greatly reduce the complaints during the construction stage of the project.

Design Schedule:

In order to meet the schedule, we would be willing to begin the topographic survey immediately upon notification that we were fortunate enough to



Project Approach

Continued

secure the project and before the final agreement is executed. We would suggest that the City immediately make the Digger's Hotline request for the project limits as this requires a 10 day window for planning purposes. By doing this, we would suggest that the site be walked by the City and GRAEF to determine where it would be appropriate to locate the proposed water main. Also, this will ensure that the utilities are marked in the field in a timely fashion for our survey crews to pick up. As our survey crew completes sections of survey, we would begin to process the survey in our office immediately in order to create base sheets according to Franklin standards. By doing this, we can begin preliminary layout of the proposed water main.

During the development of the plans, we would suggest meeting in person at your office as necessary to discuss the project progress, schedule and any other issues that develop. GRAEF has the resources and staff committed to meet your deadline.



the June 15th completion date as requested by the City. This will allow the City to begin the project later if necessary due to frost concerns and load limits on the local roads. Typically on a project similar to this, after about one-third of the water main is installed, pressure testing is performed and a safe water sample is obtained. Once that is completed a different service crew will follow up and install the water services to the right-of-way line, install a new curb stop and box, and make the

connection to the existing service. The residents should be without water for only a short period of time. At that time the existing services can be abandoned at the main per Utility policy. Also, the existing water main will be abandoned in addition to the existing hydrants and valves. After that is successfully completed, a separate restoration crew will follow up with

any pavement replacement and lawn restoration.

Construction Schedule:

The preliminary schedule has the project beginning April 5th. Mainline water main rates for relay work with open cut methods is approximately 200-250 feet/day. A service crew typically constructs about 4-5 services/day. The Scepter Circle/Court area consists of approximately 1,325 feet of water main relay and 22 homes that will require new services. Using these production rates, plus restoration and some allotment for the unforeseen, we would conservatively estimate that the project is about 25 working days for construction and restoration using one mainline and services crew. This would easily meet

Traffic During Construction:

At GRAEF we understand that construction projects can greatly affect residents along any project corridor. As this project is completely contained within an existing subdivision, there should be no need for posting any detour routes. The contractor should be able to keep one lane of traffic open at all times as the majority of the work will occur on one side of the road. Notice will be given to residents as a driveway way is being approached. The standard advanced warning signs that follow the MUTCD will be specified that can move along as the contractor progresses.

City of Franklin
Scepter Circle/Court Relay (1,325 LF)
Estimate of Engineering Services
GRAEF
 Oct. 15, 2014

Task	Element
TASK A- Project Planning and Management	
1 Kick-off Meeting (1) with Utility	
2 Visit the site	
3 QA/QC	
4 General Project Management	
Total	\$1,496.00
TASK B- Engineering Design Services	
1 Utility record research	
2 Preliminary Water Main Layout	
3 Prepare Opinion of Probable Cost	
4 Water main design (1,325 LF, 3 sheets)	
5 Constructability Review	
6 Submit Plans and Specifications at 50%, 100%	
7 Prepare Project Manual	
8 Prepare detail sheet	
9 Prepare erosion control sheets	
10 Progress Meetings with Utility (1)	
11 Apply for Wage rates (1)	
12 Prepare WDNR water main extension permit (1)	
13 Utility Coordination	
Total	\$10,924.00
TASK C- Professional Surveying Services	
1 Meetings and Coordination, Diggers Hotline	
2 Horizontal/Vertical Control	
3 Topo Survey	
4 Process Survey	
5 Utility Mapping/AsBuilts	
6 Basemapping	
Total	\$15,924.00
Total Hours	\$15,924.00
EXPENSES	
Total Design Engineering Fee	\$15,924.00



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

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October 16, 2014

Mr. Ronald J. Romeis, P.E.
City Engineer
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Subject: Scepter Circle/Court Water Main Relay
Professional Services Agreement

Dear Mr. Romeis:

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

This proposal is for professional services for Design Services for the water main relay, approximately 1,325 lineal feet, for the Scepter Circle/Court area in the City of Franklin. This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

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

- Project management
- Topographic survey
- Preparation of plan and profile drawings for the water main relay
- Preparation of details
- Prepare opinion of probable construction costs
- Prepare project manual including special provisions and bidding and contract forms with City provided front-end documents
- Preparation of applications for water main extension permit from the WDNR
- Erosion control plan
- Respond to contractor inquiries during bidding
- Prepare addenda
- Review bids received and make recommendation of award
- Participation in one total design meeting with City staff to obtain feedback



GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- | | |
|--------------------------|----------------------|
| • Notice to Proceed | October 22, 2014 |
| • Preliminary Plans | December 13, 2014 |
| • Final Plans | January 12, 2015 |
| • Advertise for Bids | January 15, 22, 2015 |
| • Bid Opening | February 5, 2015 |
| • Contract Award | February 20, 2015 |
| • Start Construction | April 5, 2015 |
| • Substantially Complete | June 1, 2015 |
| • Final Completion | June 15, 2015 |

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

- Provide mapping/as constructed drawings
- Filed locate existing curb stops, water and sanitary services
- Place the advertisement of bids with local newspaper
- Review drawings
- Call Digger's Hotline to obtain field utility markings and utility drawings
- Provide hydrant flow tests

At your written request, GRAEF will provide the following Additional Services on a Time & Materials basis for additional compensation:

- Public Hearing Attendance
- Public Information Attendance
- Additional Meeting Attendance
- Bidding Services
- Wetland delineations
- Geotechnical services (soil borings)
- Alternate bids
- Presentations to Committees/Council Meetings
- Environmental permitting
- Contract Administration
- Construction Staking
- Construction Inspection
- Preparation of as-built drawings

For the Basic Services detailed above, the City of Franklin agrees to compensate GRAEF a lump sum fee of \$15,924.00, plus reimbursable expenses. Reimbursable expenses include express mail and delivery charges, advertising costs, permit fees, plan reproduction and mileage.



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To accept this proposal, please sign and date both enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project. Graef-USA Inc. looks forward to providing services to the City of Franklin.

Sincerely,

Graef-USA Inc.

Accepted by: City of Franklin

Michael N. Paulos, P.E.
Principal

(Signature)

Paul R. Eiring, P.E.
Vice President

(Name Printed)

(Title)

Date: _____



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GRAEF-USA Inc.'s TERMS AND CONDITIONS

These Terms and Conditions are material terms of the Professional Services Agreement proposed on October 16, 2014 (Agreement) by and between Graef-USA Inc. (GRAEF) and the City of Franklin (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied. Persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. GRAEF shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with Client in its performance of this Agreement. Client shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by GRAEF. These terms are of the essence. To the fullest extent permitted by law, GRAEF shall indemnify and hold harmless Client, Client's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of GRAEF or GRAEF'S officers, directors, partners, employees, and consultants in the performance of GRAEF'S services under this Agreement. To the fullest extent permitted by law, Client shall indemnify and hold harmless GRAEF, GRAEF'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners, employees, and consultants with respect to this Agreement. To the fullest extent permitted by law, GRAEF'S total liability to Client and anyone claiming by, through, or under Client for any injuries, losses, damages and expenses caused in part by the negligence of GRAEF and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that GRAEF'S negligence bears to the total negligence of Client, GRAEF, and all other negligent entities and individuals. In addition to the indemnity provided above, and to the fullest extent permitted by law, Client shall indemnify and hold harmless GRAEF and GRAEF'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

Insurance: GRAEF shall, during the life of the Agreement, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A.	Limit of General/Commercial Liability	\$2,000,000
B.	Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C.	Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D.	Worker's Compensation and Employers' Liability	\$500,000
E.	Professional Liability	\$2,000,000

Upon the execution of this Agreement, GRAEF shall supply Client with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to Client, and naming Client as an additional insured for General Liability.



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GRAEF-USA, Inc.'s TERMS AND CONDITIONS (continued)

Additional Services: CLIENT may, in writing, request changes in the Basic Services required to be performed by GRAEF and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, GRAEF shall submit a "Change Order Request Form" to Client for authorization and notice to proceed signature and return to GRAEF. Should any such actual changes be made, an equitable adjustment will be made to compensate GRAEF or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by GRAEF for adjustments hereunder must be made to Client in writing no later than forty-five (45) days after receipt by GRAEF of notice of such changes from Client.

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

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

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



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GRAEF-USA, Inc.'s TERMS AND CONDITIONS (continued)

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

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

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

Dispute Resolution and Governing Law: This Agreement shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

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

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

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

Termination: This Agreement may be terminated by Client, for its convenience, for any or no reason, upon written notice to GRAEF. This Agreement may be terminated by GRAEF upon thirty (30) days written notice. Upon such termination by Client, GRAEF shall be entitled to payment of such amount as shall fairly compensate GRAEF for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this Agreement, including but not limited to, other actual or potential agreements for services with other parties. In the event that this Agreement is terminated for any reason, GRAEF shall deliver to Client all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that GRAEF may have accumulated. Such material is to be delivered to Client whether in completed form or in process. Client shall hold GRAEF harmless for any work that is incomplete due to early termination. The rights and remedies of Client and GRAEF under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this Agreement.

Records Retention: GRAEF shall maintain all records pertaining to this Agreement during the term of this Agreement and for a period of 3 years following its completion. Such records shall be made available by GRAEF to Client for inspection and copying upon request.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i>		10/21/14
Reports & Recommendations	SUBJECT: Ordinance to establish placement of stop signs on South 37 th Place at its intersection with West Madison Boulevard	ITEM NO. <i>G. 11.</i>

BACKGROUND

Please be advised that the Board of Public Works at their regular meeting of October 14, 2014 has recommended that stop signs be placed stopping northbound and southbound traffic on S. 37th Place at its intersection of W. Madison Boulevard.

ANALYSIS

The Board reviewed stop sign placement criteria and heard that the need for vehicles to stop for pedestrians crossing and accessing Glen Meadows Park. A resulting four-way stop should improve traffic control at this intersection.

OPTIONS

Stop signs are required for east and westbound traffic on W. Minnesota Avenue at its intersection with S. 31st Street.

FISCAL NOTE

The cost of signing is part of S. 31st Street project.

RECOMMENDATION

Motion to adopt Ordinance No. 2014 - _____ an ordinance to establish placement of stop signs on S. 37th Place at its intersection with W. Madison Boulevard.

RJR/sg

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2014-_____

AN ORDINANCE TO ESTABLISH PLACEMENT OF STOP SIGNS ON S. 37TH PLACE AT ITS INTERSECTION WITH W. MADISON BOULEVARD

WHEREAS, the Board of Public Works has recommended that stop signs be placed on S. 37th Place at its intersection with W. Madison Boulevard.

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

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

“245-3.B. All vehicles traveling north and south on S. 37th Place shall stop at the intersection with W. Madison Boulevard.

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

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

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">October 21, 2014</p>
<p style="text-align: center;">REPORTS AND RECOMMENDATIONS</p>	<p style="text-align: center;">City Attorney Request for Potential Conflict of Interest Informed Consent Waiver with Regard to the Performance of Legal Services for the City Upon West St. Martins Road Potential Project Subject Matters</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>6.12.</i></p>

Annexed hereto is a copy of an informed consent request letter from the City Attorney, which is self-explanatory.

COUNCIL ACTION REQUESTED

A motion to authorize the Mayor to execute the informed consent letter in the form and content as annexed hereto;

or

Such motion as the Common Council may deem appropriate;

or

No action.

WESOLOWSKI, REIDENBACH & SAJDAK, S.C.
ATTORNEYS AT LAW
11402 WEST CHURCH STREET
FRANKLIN, WISCONSIN 53132

JESSE A. WESOLOWSKI
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SIELY N. JOSHI

TELEPHONE (414) 529-8900
FACSIMILE (414) 529-2121

JANE C. KASSIS,
LEGAL SECRETARY

October 16, 2014

Franklin Common Council
9229 West Loomis Road
Franklin, Wisconsin 53132

re: West St. Martins Road potential project subject matters

Dear Mayor and Common Council Members:

I understand that street, sewer and water and related public works project matters pertaining to West St. Martins Road are in the process of City staff preparation for presentation to the Common Council for its deliberation. I am an owner of property abutting West St. Martins Road, which property is part residential and part office use. As City Attorney, I am aware of the Wisconsin Supreme Court Rules of Professional Conduct for Attorneys, Wis. Stat. § 19.59. Codes of ethics for local government officials, employees and candidates, as well as the Government Accountability Board Ethics Division Guidelines and Opinions as they pertain to conflicts of interest. With regard to all City matters occurring during my service as City Attorney, I have not taken a personal private position as to matters of policy, and the same is true with regard to the subject potential West St. Martins Road matters. Obviously, property ownership involves a substantial financial interest and public works projects may materially affect adjoining properties in part with regard to potential physical changes and potential special assessments for such public works. While not serving as a policy or decision-maker upon such matters, I do cite the Wisconsin Government Accountability Board Guideline, GAB-1240, *Mitigating Conflicting Interests: Private Interest vs. Public Responsibility*, as I believe applicable here:

“When a local public official or a board, commission, or other body of which an official is a member is called upon to propose or to act on an ordinance or to promulgate or issue a general policy, the official may participate in that action, even though the action will affect the official, a member of the official's immediate family, or an organization with which the official is associated, as long as:

- The official's action affects a whole class of similarly-situated interests;
- Neither the official's interest, the interest of a member of the official's immediate family, nor the interest of a business or organization with which the official is

Franklin Common Council

October 16, 2014

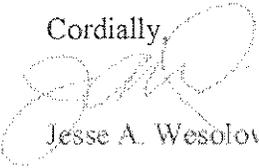
Page 2

associated is significant when compared to all affected interests in the class; AND

- The action's effect on the interests of the official, of a member of the official's immediate family, or of the related business or organization is neither significantly greater nor less than upon other members of the class."

I understand the potential public works projects will involve the owners of property along West St. Martins Road in the potential projects area, including residential and commercial properties, which class of similarly situated interests would all be subject to the same applicable governmental laws, rules, regulations, orders and codes. I do not see the property of which I am an owner being treated differently than the others. I have discussed the potential conflict of interest issue with Attorney Jonathan Becker, Division Administrator of the Government Accountability Board Ethics Division and Attorney Aviva M. Kaiser, Assistant Ethics Counsel of the State Bar of Wisconsin. I do not believe in any way that my property ownership would impact my ability to provide competent and diligent legal representation to the City of Franklin upon the subject potential projects matters. Pursuant to the Rules of Professional Conduct for Attorneys, if you in agreement with my conclusion of being able to provide legal services without impact by the information of my property ownership, please evidence your consent by signature below.

Cordially



Jesse A. Wesolowski

Acknowledgment and consent given this ____ of October, 2014.

City of Franklin

By: _____

Name: _____

Title: _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/21/2014
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.

See attached list from meeting of October 21, 2014.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Alderman's Room

October 21, 2014 – 5:30 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Progress Report on Extraordinary Entertainment & Amusement 5:35 p.m.	The Rock Sports Complex Person in Charge: Marna Nersesian Event: The Hill Has Eyes Halloween Event Event Dates: October 2- 4, 9-10, 16-18, 23-25 and October 30 to November 1, 2014			
Operator - New 2014-15	Applin, Qyinn M 4521 W Ramsey Ave, #65 Greendale, WI 53129 Country Lanes			
Operator - New 2014-15	Longworth, Ryan J 3665 S 3 rd Street Milwaukee, WI 53207 Walgreen – Loomis Rd			
Operator - New 2014-15	Sherock, Alice J 904 S 85 th St West Allis, WI 53214 Landmark			
Operator - New 2014-15	Soriano, Dominique C 140 W Rainbow Ridge Dr, #1102 Oak Creek, WI 53154 Rock Sports Complex			
Temporary Class B Beer	St Martin of Tours Church – Halloween Party & Dance Person in Charge: Diane Winkowski Location: 7963 S 116 th St Date of Event: 10/25/2014			
Temporary Entertainment and Amusement	St Martin of Tours Parish School – Halloween Party & Dance Person in Charge: Diane Winkowski Location: 7963 S 116 th St Date of Event: 10/25/2014			
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>Steve Bond</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/21/14
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached is a list of vouchers dated October 6, 2014 through October 16, 2014 Nos. 153976 through Nos. 154125 in the amount of \$936,642.82. Included in this listing is EFT's Nos. 2714 through Nos. 2723 and Library vouchers in the amount of \$ 9,576.46. Attached is a list of voided checks in the amount of \$ (984.35).

The net payroll dated October 17, 2014 is \$ 332,581.03, previously estimated at \$344,000.00. Payroll deductions for October 17, 2014 are \$ 201,965.55, previously estimated at 230,000.00.

The estimated payroll for October 31, 2014 is \$ 360,000.00 with estimated deductions of \$ 385,000.00.

Attached is a list of tax refunds dated October 15, 2014 No. 13295 in the amount of \$111.84. Also attached is a voided check in the amount of \$ (111.84).

COUNCIL ACTION REQUESTED

Motion approving net general checking account City vouchers in the range of Nos. 153976 through Nos. 154125 in the amount of \$ 936,642.82 dated October 6, 2014 through October 16, 2014.

Motion approving the net payroll dated October 17, 2014 in the amount of \$ 332,581.03 and payments of the various payroll deductions in the amount of \$ 201,965.55, plus any City matching payments, where required.

Motion approving the net payroll dated October 31, 2014 estimated at \$ 360,000.00 and payments of the various payroll deductions estimated at \$ 385,000.00, plus any City matching payments, where required.

Motion approving property tax refund of Nos. 13295 in the amount of \$111.84 dated October 15, 2014.