

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 20, 2019
REPORTS AND RECOMMENDATIONS	REQUEST FOR COUNCIL ACTION TO DEVELOP A WATER MAIN EXTENSION PROJECT ALONG S. 50TH STREET AND W. MINNESOTA AVENUE AND AN ENGINEER'S REPORT FOR SPECIAL ASSESSMENT OF 4932, 4939, 4951, 5003 AND EMPTY LOT ON W. MINNESOTA AVENUE (TAX KEY NOS: 759 0023 000, 759 0038 000, 759 0039 000, 759 0034 000, AND 759 0024 003)	ITEM NUMBER G. 5.

BACKGROUND

On April 16, 2019, Common Council directed Staff to have an adjacent developer prepare cost estimates for design, permitting and construction of water main along S. 50th Street to W. Minnesota Avenue and to S. 51st Street and further to survey properties in the vicinity of S. 50th Street and W. Minnesota Avenue and S. 51st Street for interest in public water service.

Staff worked with the Alderwoman of the District on the attached survey to the residents.

The letter was sent out the following addresses.

- 4932 W. Minnesota - Return Survey for/against new water main, subject to assessment*
- 4939 W. Minnesota - Return Survey for/against new water main, subject to assessment*
- 4951 W. Minnesota - Return Survey for/against new water main, subject to assessment*
- 5003 W. Minnesota - Return Survey for/against new water main, subject to assessment*

- 5050 W. Minnesota - (Some confusion- they are a current water customer)*
- 5055 W. Minnesota - Survey not required, water available on 51st, no assessment*

New Lot on W. Minnesota - Survey not required, must connect if extended, subject to assessment

As directed, Staff discussed the project budget with the adjacent developer. The cost for design in 2019 would be below \$20,000 as Franklin would ask the developer of Oakridge to provide the design in conjunction with their project located northeast of Marquette Avenue and S. 51st Street. The cost for extension of the water main to be constructed in 2020 is estimated to be approximately \$120,000. Five property owners would be assessed in 2020 for an estimated \$86,000. Repayments over multiple years are likely.

ANALYSIS

Note that although the survey was sent out to seven properties, only four responses were expected. The expected responses were as follows:

- 2 NOT interested in having water service from the City of Franklin
 - 4932 W. Minnesota Avenue
 - 4939 W. Minnesota Avenue
- 0 May be interested in having water service available, please provide more information
- 1 Definitely interested in having Franklin water service
 - 5003 W. Minnesota Avenue
- 1 No Response
 - 4951 W. Minnesota Avenue

Note that under a private agreement, there is a shared well at 5003 W. Minnesota that also serves 4939, 4951, and 5055 W. Minnesota. The property with the well that has to maintain the well should be given more weight in the survey. With the other construction activity in the neighborhood, including the reconstruction of S. 50th Street, this is an ideal time to extend the water to these homes and eliminate well system(s) for the area.

OPTIONS

- A. Direct Staff to develop engineer's report and other processes to develop a water extension project and special assess affected properties.
- B. Decide not to proceed with a City-led water main project at this time.
- C. Refer back to Staff with further direction.

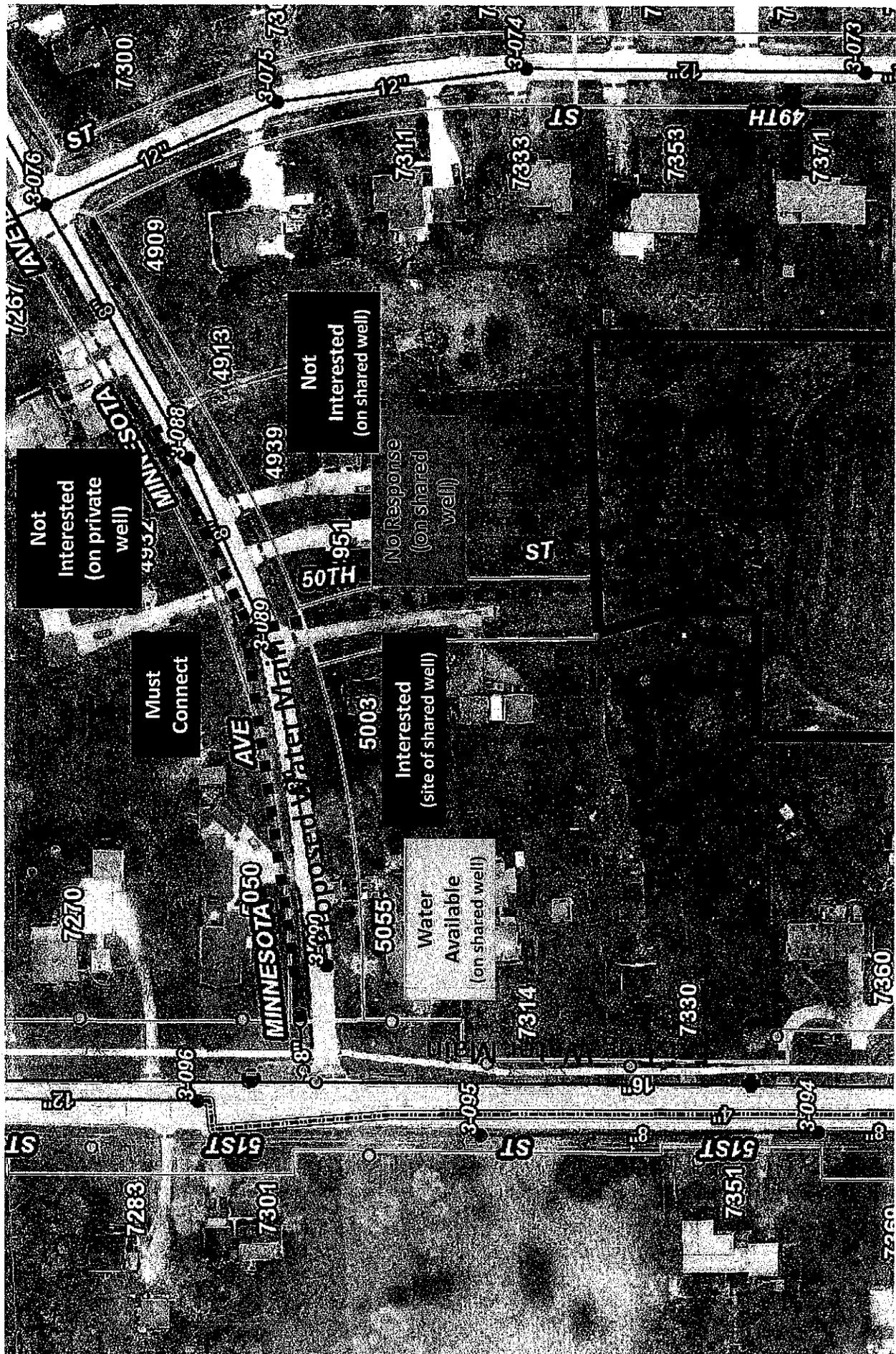
FISCAL NOTE

The Utility Development Fund has resources to fund a water main extension. The Capital Improvement fund has a \$500,000 appropriation for water main extensions.

COUNCIL ACTION REQUESTED

(Option A) Direct Staff to develop a water main extension project along S. 50th Street and W. Minnesota Avenue and an Engineer's Report in accordance with Municipal Code Section 207-15 for special assessment of 4932, 4939, 4951, 5003 and empty lot on W. Minnesota Avenue (Tax Key Nos: 759 0023 000, 759 0038 000, 759 0039 000, 759 0034 000, and 759 0024 003).

Engineering: GEM



Not Interested
(on private well)

Must Connect

Not Interested
(on shared well)

Interested
(site of shared well)

Water Available
(on shared well)

No Response
(on shared well)

July 9, 2019

Re: Survey for Water Utility Service and Notice of Survey

Dear Property Owner:

The City of Franklin has received a request to extend water service in your neighborhood. A proposed southern extension of 50th Street, as part of the recently approved Oak Ridge subdivision, would open up the possibility to extend City water to homes that currently do not have access to City water.

To understand the surrounding property owners' interest in connecting to City water, we ask that the owners identified below complete and return the included survey. Once the surveys are collected and summarized, the item will come before the Common Council for their consideration.

You should know that the Common Council will consider the survey in their decision and even if you stated you did not want water, a water project past your property may occur. With the exception of the newly created lot on Minnesota that has an agreement to connect as soon as a water system is available, your connection to the water system is optional. However, you would be assessed for the project if it were constructed. In addition, the City does not participate in private well agreements or any outcome related to the extension of City water service.

Should the project move forward, payment options will be considered during the project discussion and decision making process. Should you decide to connect to City water, there would be a cost to connect from your home to the water main at the street and a cost by special assessment for the water main installation to the homes where a main is not already present and accessible. It should be noted that City water is available to the homes fronting 51st Street. Final costs would be determined based on design, location and project bids.

A summary of the surveyed properties are as follows:

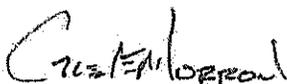
4932 W. Minnesota - Return Survey for/against new water main, subject to assessment
4939 W. Minnesota - Return Survey for/against new water main, subject to assessment
4951 W. Minnesota - Return Survey for/against new water main, subject to assessment
5003 W. Minnesota - Return Survey for/against new water main, subject to assessment

5050 W. Minnesota - Survey not required, water available on 51st, no assessment
5055 W. Minnesota - Survey not required, water available on 51st, no assessment

New Lot on W. Minnesota - Survey not required, must connect if extended, subject to assessment

Should you require additional information, please contact City Engineering staff at 414-425-7510 or your Alderperson, Kristen Wilhelm at 414-427-7603.

Sincerely,



Glen E. Morrow, PE
City Engineer

Please mark the appropriate box that most closely reflects your feelings and return by **August 12, 2019**. You may return to the engineering office at City Hall in person or via mail (9229 W. Loomis), via email (dengineering@franklinwi.gov), fax to 414-425-3106, attention Debbie, or telephone Debbie at (414) 425-7510 during normal business hours.

SURVEY

Name: _____

Address: _____

(please check all that apply):

Water

- I am NOT interested in having water service from the City of Franklin
- I may be interested in having water service available, please provide more information
- I am definitely interested in having Franklin water service

Comments:

Thank you for your input. We intend to share this information with Franklin Common Council at the August 20 meeting.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 20, 2019
REPORTS AND RECOMMENDATIONS	ENGINEERING CONTRACT FOR THE DESIGN OF A CASCADE TRAIL (300 S 60TH STREET) EXTENSION TO THE ROOT RIVER LINE OF THE OAK LEAF TRAIL	ITEM NUMBER <i>6.6.</i>

BACKGROUND

Alderman Barber asked Staff to explore a small trail extension from Cascade Park (8300 S. 60th Street) to the Root River line of the Oak Leaf Trail. With the Riverpark trail/bridge completed in 2018, this local trail connection would enable connection from Franklin High School on S. 51st Street to the Root River Trail. This project would be eligible for Park Impact Fees.

This project was presented to the July 8, 2019, Franklin Parks Commission and had positive responses.

ANALYSIS

Such a project would spend park impact fee monies with minimal/no out-of-pocket costs from Franklin tax funds. This project would require design, permitting, and easement descriptions prepared by a consultant and would use DPW labor and materials (culverts and millings) as the match.

There would need to be an intergovernmental agreement with Milwaukee County. Staff has met with Milwaukee County Parks Staff and received positive comments. The details of the intergovernmental agreement would need to be negotiated and dependant on a final design.

To proceed with developing this project, Staff solicited a draft proposal from Trotter & Associates. The draft proposal is a three-phased approach that would first evaluate feasible alternatives based on feedback from the regulatory and jurisdictional agencies to develop a conceptual design. Phase 1 would determine if the project is worthwhile.

OPTIONS

- A. Direct Staff to work with Trotter & Associates and return with a final agreement for Common Council consideration. Or
- B. Refer back to Staff with further direction.

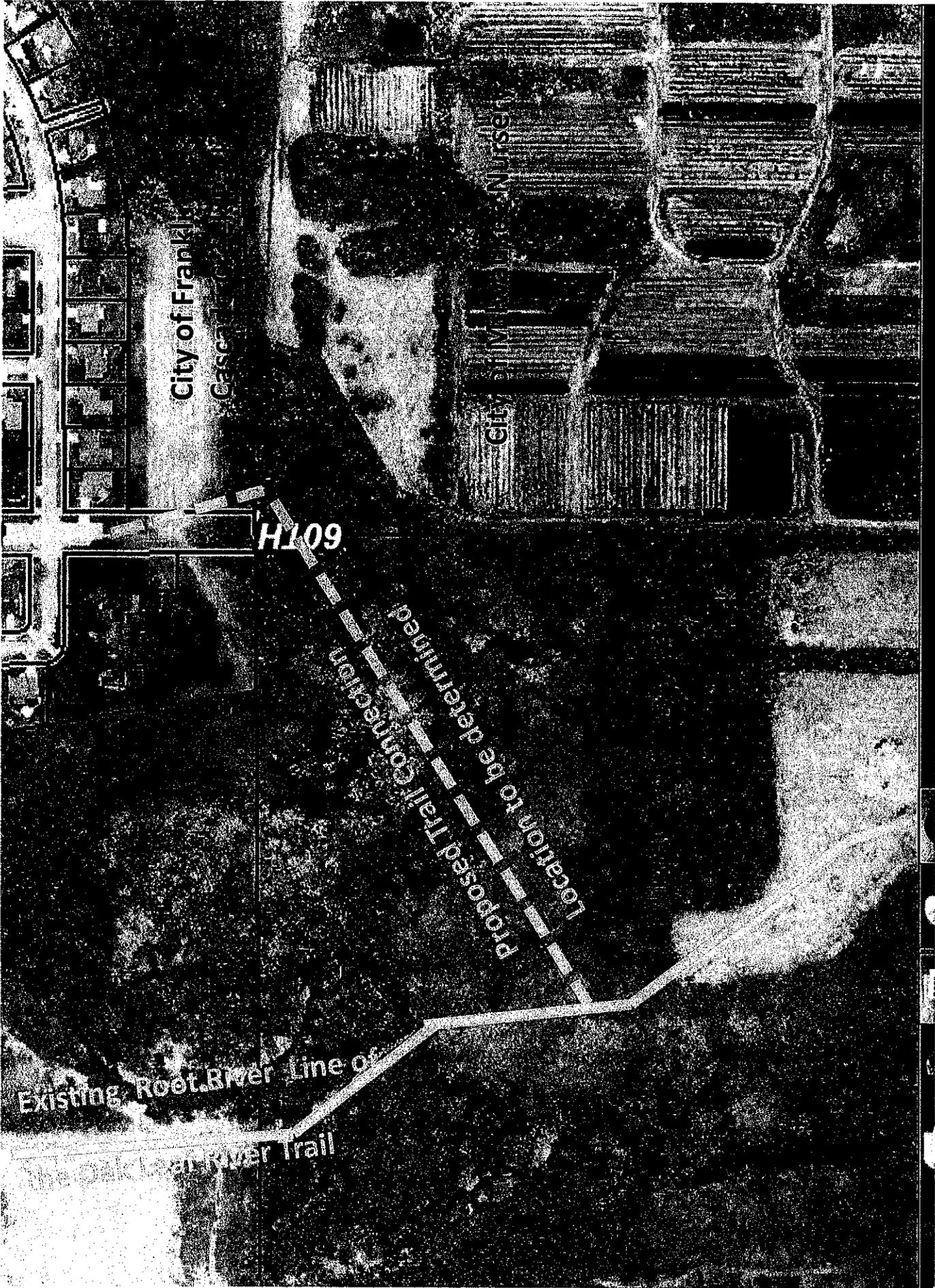
FISCAL NOTE

There is no appropriation or funding available for this project. For Phase 1 only, the City would need to provide 29% of \$30,440 = \$8,816 and Common Council could transfer out of General Funds and to the Capital Improvement Fund. Likewise, if all three phases are approved, the estimated City funds are 29% of \$61,030 = \$17,700 and could be funded with a transfer in the same manner. For both scenarios, the Park Impact Fees would contribute 71% of the costs, or \$21,613 and \$43,330 respectively.

COUNCIL ACTION REQUESTED

(Option A) Direct Staff to return to Common Council with a final engineering contract with Trotter & Associates for the design of a Cascade Trail extension to the Root Rover Line of the Oak Leaf Trail.

Engineering: GEM



City of Franklin

City of Cascade

City of Roseburg

H109

Proposed Trail Connection
Location to be determined

Existing Root River Line of

Root River Trail

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 20, 2019
REPORTS AND RECOMMENDATIONS	RESOLUTION TO ISSUE A CHANGE ORDER 01 FOR PLEASANT VIEW PARK PAVILION (4901 W. EVERGREEN STREET) IN THE AMOUNT OF \$19,117.06	ITEM NUMBER G.7.

BACKGROUND

On June 18, 2019, Common Council awarded a contract to Ray Stadler Construction Co. in the amount of \$544,000 for the construction of the Pleasant View Pavilion in Pleasant View Park- 4901 W. Evergreen Street. The project is a lump-sum construction project.

ANALYSIS

The project bid documents specified that the DPW would provide all concrete flatwork (sidewalk, stoops, etc.) surrounding the pavilion. As many are aware, the capacity of DPW this year is stretched well beyond the normal workload. DPW Staff would greatly appreciate if this workload could be reassigned to the contractor.

The contractor for the pavilion has offered to add the flatwork into his project as a change order. This area is approximately 1,044 square feet.

In addition, there was a request to place a doggie drinking fountain (aka bubbler) feature as this feature at Kayla's Playground has been very popular. Unlike the stand-alone model installed at Kayla's playground, this doggie drinking fountain would be placed on the side of the pavilion.

The attached change order directs the contractor to provide the additional flatwork (\$17,010.83) and install the doggie drinking fountain (\$2,106.23) for a total increase of \$19,117.06. The funding for this project uses 47% park impact fees and the match is provided from the Development fund.

The attached change order allows an additional 30 calendar days to the contract. Note that there was another delay caused by the state review backlog causing a delay in local permits (not the fault of the contractor). In addition, an extension of time to allow the contractor to complete the flatwork is likely an overall time savings to provide a functional facility since the DPW would have to schedule the work amongst other commitments.

OPTIONS

- A. Authorize the full amount for a change order to have the pavilion contractor install concrete flatwork and the doggie drinking fountain. or
- B. Authorize a change order for only concrete flatwork or doggie drinking fountain. or
- C. Refer to Staff with additional direction.

FISCAL NOTE

There are contingency appropriations available in the Capital Improvement Fund to award this program change.

COUNCIL ACTION REQUESTED

(Option A). Resolution 2019-_____ a resolution to issue a Change Order 01 for Pleasant View Park Pavilion (4901 W. Evergreen Street) in the amount of \$19,117.06.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

RESOLUTION TO ISSUE A CHANGE ORDER 01
FOR PLEASANT VIEW PARK PAVILION (4901 W. EVERGREEN STREET)
IN THE AMOUNT OF \$19,117.06

WHEREAS, the Common Council awarded a lump sum contract on June 18, 2019, to Ray Stadler Construction Co. for the construction of the Pleasant View Pavilion in Pleasant View Park- 4901 W. Evergreen Street (Project 2019-3) in the amount of \$544,000; and

WHEREAS, the Common Council requested additional work be added to the project that included concrete flat work and a doggie water fountain.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized and directed to execute Change Order 01 to increase the total contract amount by \$19,117.06 to \$563,117.06.

Introduced at a regular meeting of the Common Council of the City of Franklin this ___st day of _____, 2019 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ___st day of _____ 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 01

Dated: August 20, 2019

PROJECT NAME Pleasant View Pavilion in Pleasant View Park

PROJECT LOCATION 4901 W. Evergreen Street

CONTRACTOR: Ray Stadler Construction Co.

Contract For _____

Nature of the Changes:
Additional concrete flatwork and addition of doggie drinking fountain.

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$ 544,000

Contract price prior to this Change Order \$ 544,000

Net Increase resulting from this Change Order \$ +\$19,117.06

Current contract price including this Change Order \$ \$563,117.06

Net (Increase/Decrease) in time resulting from this Change Order Increase 30 calendar days

The above changes are Approved by:

Mayor

City Clerk

Contractor:

By: Stephen R. Olson

By: Sandra L. Wesolowski

By: _____

Date: _____

Date: _____

Date: _____

Director of Finance & Treasurer

City Attorney

By: Paul Rotzenberg

By: Jesse A. Wesolowski

Date: _____

Date: _____

Ray Stadler Construction Co., Inc.

Since 1928

6202 West State Street
Wauwatosa, WI 53213-2906

Phone (414) 774-8805
Fax (414) 774-8807
E-mail john@raystadler.com

Cost Proposal # 02

City of Franklin
Pleasant View Park Pavilion
4901 Evergreen Street
Franklin, WI

August 13, 2019

Attention: Thomas Iglinski

RFCP #2 Price for Dog Water Fountain

PSI Plumbing	\$1,800.00
O.H. and P x 15%	<u>\$270.00</u>
Sub Total	\$2,070.00
Bond x 1.75%	<u>\$36.23</u>
Total	\$ 2,106.23

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 20, 2019
Reports & Recommendations	CONSIDER THE RENAMING OF THE SEWER AND WATER OPERATIONS CENTER (5500 W. AIRWAYS AVENUE)	ITEM NO. G. 8.

BACKGROUND

Resolution 2010-6634 is a resolution establishing a City buildings, parks and facilities naming policy. Among other requirements, the Common Council shall request the review and recommendation of the Board of Public Works for the naming of a public building.

ANALYSIS

Staff recommends that it is appropriate to rename the Sewer and Water Operations Center (5500 W. Airways Avenue) in honor of former City Engineer, John M. Bennett, PE. The Sewer and Water Operations Center was issued a Certificate of Occupancy on December 29, 2015. Although Mr. Bennett retired on June 6, 2014, after almost 45 years of service, he was instrumental in the development of the utility facility, not to mention his involvement in the development of Franklin as we know it today.

The ordinance makes reference to the Board of Public Works. Staff recommends that it is appropriate for the Board of Water Commissioners to also consider the topic and make a recommendation to the Common Council.

FISCAL NOTE

Staff will develop a budget for signage on the building and this will be discussed at a later date.

OPTIONS

- A. Direct the Board of Public Works and the Board of Water Commissioners to consider the renaming of the Sewer and Water Operations Center. Or
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Option A) Motion to direct the Board of Public Works and the Board of Water Commissioners to consider the renaming of the Sewer and Water Operations Center (5500 W. Airways Avenue) and return to Common Council with a recommendation.

Engineering: GEM

RESOLUTION NO. 2010-6634A RESOLUTION ESTABLISHING A CITY BUILDINGS, PARKS AND FACILITIES
NAMING POLICY

WHEREAS, the Common Council having considered the value of establishing a uniform policy to address the naming of City buildings, parks and facilities to assist in the consideration of requests received and proposals and considerations made from time to time to name City property; and

WHEREAS, the Parks Commission and the Board of Public Works having considered the terms of a naming policy for City property as directed by the Common Council and having reported their respective recommendations to the Common Council; and

WHEREAS, the Common Council having considered such recommendations in its deliberations and having determined a policy for the naming of City property which will promote the public welfare and best interests of the City.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the naming of City buildings, parks and facilities be conducted as follows:

City of Franklin Public Buildings, Parks and Facilities Naming Policy

I. Purpose

The purpose of this policy is to establish a uniform procedure for the naming of City buildings, parks and facilities throughout the City of Franklin.

II. Authorization

The Common Council shall have the authority for the naming of all City buildings, parks and facilities by passing or rejecting a resolution at a regular or special Common Council meeting. The Common Council shall request the review and recommendation of the Parks Commission for the naming of any public park or park facility. The Common Council shall request the review and recommendation of the Board of Public Works for the naming of any public building. In the event the Common Council does not receive the requested recommendation from the Commission or the Board within 45 days of such request, respectively, the Common Council may take action without such recommendation(s).

III. Objectives

- Provide name identification

- Provide citizen/neighborhood input into the process
- Insure control for naming policy

IV. Qualifying Name

- Geographic location to facility
- Outstanding feature
- Adjoining subdivision
- Historical event, group, or individual; except that eligibility shall commence only after five years following the event or other basis establishing the historical significance
- Exceptional service in the public interest that has had a major impact and benefit to the City by an individual who demonstrates dedication to service to the City and/or to individuals, families, groups, or community services, extraordinarily above and beyond the call of duty; except that in the event of a public employee or elected or appointed official, eligibility shall commence only after five years following the completion of their public service
- Exceptional service in the public building, park or facility's interest
- Contribution to acquisition/development of the public building, park or facility

V. Naming City Buildings, Parks and Facilities

The City's approval of a naming proposal is the conferral of a privilege, not a right, and at all times the City shall reserve the right to reject any naming proposal for any reason not prohibited by law. The following guidelines will be used when naming a public building, park or facility:

1. A name is intended to be permanent.
2. Duplication of other places or facility names in the City shall not be considered.
3. Any consideration of a proposal for a name must be commenced by a motion authorizing the same made by the Common Council.
4. Prominent geographic features or local reference points (i.e., hill, stream, lake, notable tree, street, community or neighborhood) shall be considered for a potential name.
5. After the Common Council preliminarily decides upon a name, public notice of the recommended name shall be published as a Class 2 notice, specifying a thirty (30) day public comment period in the City's official newspaper. Citizen comments and recommendations must be in writing to the City Clerk and must be postmarked within the thirty (30) day public comment period.
6. After the thirty (30) day public comment period, the Common Council will pass a resolution adopting or rejecting the name.
7. An existing name of a public building, park and/or facility, particularly one of local or national importance or outstanding feature, shall not be changed unless there are extraordinary circumstances of local or national interest.

VI. Renaming

- a. The renaming of public buildings, parks and facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical

examination so as not to diminish the original justification for the name or discount the value of the prior contributors.

b. City buildings, parks and facilities named after individuals shall never be changed unless it is found that the individual's personal character is or was such that the continued use of the name for a park or facility would not be in the best interest of the community.

c. In order for a City building, park or facility to be considered for renaming, the recommended name must qualify according to Sections IV. and V. of this Policy.

VII. Other Naming Alternatives

a. City buildings, parks and facilities that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to the guidelines set forth above and approval by the Common Council.

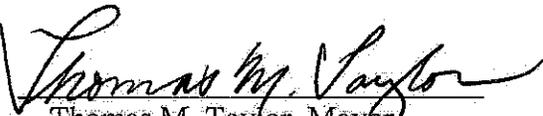
b. A facility within a park, i.e., playground, picnic shelter, etc., can be named separately from the park or facility location subject to this Policy.

c. This Policy does not apply to the naming of public streets.

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of March, 2010.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of March, 2010.

APPROVED:


Thomas M. Taylor, Mayor

ATTEST:


Sandra L. Wesolowski, City Clerk

AYES 6 NOES 0 ABSENT 0

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE August 20, 2019
Reports & Recommendations	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ENTER INTO A PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION AGREEMENT- FUNDING AGREEMENT 08 WITH MILWAUKEE METROPOLITAN SEWERAGE DISTRICT IN THE AMOUNT OF \$146,605	ITEM NO. <i>G.9.</i>

BACKGROUND

Milwaukee Metropolitan Sewerage District (MMSD) allocates funding for member communities to address excessive clear water that enters the sanitary sewer system from private property sources, known as private property inflow and infiltration (PPII). Recently, Franklin has utilized these funds to redirect sump pump and down spouts and repair defective sewer laterals in the Rawson Homes area (S. 36th Street, S. 37th Place, and W. Rawson Avenue vicinity). Later this funding source was used to address the redirected clear water that caused unpleasant conditions in the flat neighborhood ditches.

Franklin's PPII current balance (after the Rawson Homes project) is just over \$1 million. To avoid loss of these funds to other communities, Franklin needs to spend the monies to continue addressing private property projects. On July 2, 2019, Common Council directed Staff to notify MMSD of desire to finalize Task Order No. 17 with Brown and Caldwell for \$147,000 and incorporate in a private property inflow and infiltration funding agreement. MMSD has responded with a funding agreement to accomplish this work.

ANALYSIS

This work will be in areas tributary to the St. Martins Lift Station since large peaking flows are troublesome for the lift station during wet weather events. This work will determine the extent of the private inflow and infiltration sources. The enclosed funding agreement (FR08) provided by MMSD will direct Brown and Caldwell to complete the needed investigations and evaluations (Task Order 17).

FISCAL NOTE

Using the proposed method of using MMSD funding, there is no impact to City budgets nor need for budget allocations.

OPTIONS

- A. Authorize the attached funding agreement with MMSD. Or
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Option A) motion to adopt Resolution 2019-_____, a resolution authorizing certain officials to enter into a private property infiltration and inflow reduction agreement- funding agreement 08 with Milwaukee Metropolitan Sewerage District in the amount of \$146,605.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ENTER INTO A PRIVATE PROPERTY INFILTRATION AND INFLOW REDUCTION AGREEMENT-FUNDING AGREEMENT 08 WITH MILWAUKEE METROPOLITAN SEWERAGE DISTRICT IN THE AMOUNT OF \$146,605

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

WHEREAS, the City has a need to reduce PPII in areas tributary to the St. Martins Lift Station; and

WHEREAS, MMSD has contracted with Brown and Caldwell to investigate and evaluate PPII sources in the MMSD district areas; and

WHEREAS, MMSD provides a procedure of procurement of Brown and Caldwell's services for the City; and

WHEREAS, funds 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 that the Mayor and City Clerk are authorized and directed to execute funding agreement number 8 whereby MMSD will fund PPII investigative and evaluative efforts in the City of Franklin in the amount of \$146,605.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



RECEIVED

AUG 01 2019

City of Franklin
Engineering Department
July 29, 2019

Glen Morrow, P.E.
City Engineer
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Subject: Funding Agreement FR08

Mr. Morrow,

Enclosed are two copies of Funding Agreement FR08 under the District Private Property Inflow and Infiltration Reduction Program. If acceptable, please complete City endorsements and return all copies. Completed originals will be returned for your files once all signatures are complete.

Please contact me at 414.225.2161 or jflogel@mmsd.com if you have any questions.

Sincerely,

Jerome Flogel, P.E.
Senior Project Manager

Enclosure

JF

Funding Agreement FR08

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 W. Loomis Road, Franklin, WI 53213.

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 selected Brown and Caldwell (Consultant) from numerous proposals received in response to a District RFP and entered into Contract M03063E02 with Consultant to perform consulting services on the District's behalf for the Private Property Infiltration and Inflow Reduction project; 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 December 31, 2020 (whichever occurs first), or when this Agreement is otherwise terminated as set forth herein.

2. District Funding

The District shall reimburse the Municipality for \$146,605 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 timely invoices. No reimbursement shall be made for expenses incurred prior to completion of this agreement. 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 Work will be performed under the District's contract with Brown and Caldwell (the "Consultant") (Contract M10004E01), and the District will pay Brown & Caldwell's invoices directly, upon concurrence of the Municipality. The invoice amount(s) paid directly by the District shall be deducted from the remaining allocation balance of the Municipality.

Questions relating to expenses and invoicing shall be directed 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 (Attachment B) have been received.

4. Changes in Work and Modifications to the Agreement

Any proposed changes to the Work must be submitted to the District, in writing, in advance. The District may not reimburse for work that is not included in Attachment A unless prior written approval has been requested from the District and approval has been obtained through the eBuilder change processes.

This Agreement may be modified only in writing signed by both parties or through the eBuilder change processes.

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

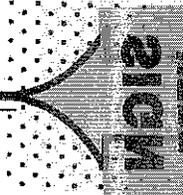
CITY OF FRANKLIN

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

By: _____
Steve Olson
Mayor

Date: _____

Date: _____



Approved as to form:

Clerk:

Attorney for the District

Sandi Wesolowski

Paul Rotzenberg
Director of Finance & Treasurer

M10004E01: Task Order 17 – Franklin PPI/I Work Plan

To: Glen Morrow, City of Franklin
Jerome Flogel, Milwaukee Metropolitan Sewerage District (District)

From: Julie McMullin, Brown and Caldwell (BC)

Copy to: Andy Lukas, BC
Tim Reinbold, Oneida Total Integrated Enterprises (OTIE)
Kevin Kimmes, Stantec

Date: July 15, 2019

Re: Task Order 17 – Franklin PPI/I Work Plan

Background

The City of Franklin (Franklin) is planning out the next phase of its Private Property Infiltration and Inflow (PPII) program. During wet weather, the St. Martin's pump station typically experiences large peaking factors. Under this task order, Franklin plans to complete some investigative monitoring to identify which tributary area to the pump station generates the largest peaking factors during wet weather and then will identify a plan of action to reduce flows within that area. Task Order 17 will include micro-monitoring and house investigations, and recommendations for implementation based on these efforts. Either an additional task order or an amendment to this task order will be needed for the implementation phase of the work, to include design and construction management activities.

Scope of Work

Task Order Development and Management

Task Order Development includes developing the scope, budget, schedule, and staffing for the task order. Task Order Management includes reviewing the budget status, coordinating with staff, maintaining the schedule, and preparing monthly status reports to accompany the invoice package. This task order assumes up to 12 months of task order management of up to three subconsultants.

Historical Data Review

The Historical Data Review task includes reviewing the run-time data for the St. Martin's lift station and the flow, level, and velocity data for up to three flow meters that monitored portions of the area tributary to St.

Martin's lift station. The team will also review a PPI/I evaluation document that Ruekert and Mielke (R&M) prepared in 2011 and will review the data from up to three additional flow meters based on the conclusions from the R&M report. Franklin will provide the data for the consultant team to review

Also included is one meeting to kick-off the task order and discuss available historical data to review, along with meeting preparation and follow-up time. Up to three people will attend the meeting, which is expected to last up to three hours (including travel time and expenses).

Micro-Monitoring

The Micro-Monitoring task is to monitor the area tributary to the St. Martin's lift station and includes preparing and mobilizing the micro-monitoring equipment, conducting the micro-monitoring, processing the data from the micro-monitoring, and preparing a technical memorandum to summarize the process and results.

The figure in Attachment A identifies the proposed locations for micro-monitoring. Up to 36 micro-monitors will be installed over three phases, with 12 micro-monitor installations per phase. For each phase of micro-monitoring, the micro-monitors will be maintained for up to one month (or four weeks) to collect one to two storm events that produce a recorded infiltration and inflow (I/I) response at the micro-monitors; additional budget will be needed if there are no events during the monitoring period that generate enough I/I response. Additionally, a rain gauge will be installed and maintained within the study area for the duration of the micro-monitoring. There will be one interim download and review of data from micro-monitors after each storm with I/I response. All micro-monitors and the rain gauge will be removed following the anticipated micro-monitoring period of three months (or 12 weeks).

The consultant team will provide a brief letter report for each area to detail the locations and installation of the micro-monitors, the collected flow data, and conclusions of I/I response for each monitored area. Members of the consultant team will also meet with Franklin and District staff to discuss the results of the micro-monitoring.

Assumptions related to the micro-monitoring are as follows:

Manholes designated for monitoring have been located and are accessible;

Manholes designated for monitoring are generally situated in locations that do not require traffic control beyond what can be safely completed with a two-person field crew;

If additional personnel are needed for safe traffic control, the District or Franklin will provide said personnel;

Micro-monitors are designed for locations with 6-, 8-, 10-, or 12-inch pipes only;

Additional micro-monitors will be \$1700 each, per phase;

An extension of a monitoring phase beyond 12 weeks will need to be negotiated.

The budget also includes preparation, attendance, and follow-up for one meeting to discuss the results of the micro-monitoring; this assumes up to two people attend the meeting for up to three hours (including travel time and expenses).

Public Outreach

The Public Outreach task will include drafting letters and right-of-entry forms and mailing the documents to up to 100 homeowners for permission to conduct house inspections. Also included is 15 minutes of coordination time by phone for up to 100 homeowners for scheduling the house inspections. This assumes that Franklin provides the phone numbers and addresses of the homeowners.

House Inspections

The House Inspections task includes conducting interior and exterior inspections of up to 100 houses. Two-person teams will complete the inspections that are assumed to take up to one hour to complete.

Recommendations

Following completion and evaluation of the results of the micro-monitoring and house inspections, the consultant team will provide recommendations on the type and location of future rehabilitation work. Up to four strategies will be considered for up to two focus areas. The consultant team will prepare a technical memorandum to summarize the inspection and evaluation process, findings, and recommendations, as well as also prepare up to two work plans to implement the next phase(s) of PPI/I investigation and/or rehabilitation. The work plans will include a written plan and cost estimate for the next phase of work. In the budget is a workshop to discuss the alternatives, preliminary recommendations, draft work plans, and technical memorandum with Franklin and District staff. The budget includes time to prepare, attend, and provide follow-up from the workshop, with up to three people attending the meeting for up to three hours (including travel time and expenses).

Also included is time for one member of the consultant team to present the recommendations to the Franklin City Council.

Schedule

The work will start immediately after the Task Order Notice to Proceed (NTP), with micro-monitoring beginning one month later and lasting three months. Following micro-monitoring, there will be two months to assess the micro-monitoring results, identify the location for house inspections, send entry permission-forms from homeowners and coordinate with homeowners on house inspections. The house inspections are anticipated to take two months to complete. Final recommendations will be ready one month after completion of the house inspections. It is anticipated that the entire task order will take just over one year to complete.

Attachment B provides a sample schedule, with an assumed NTP date of August 1, 2019. Please note that with this assumed schedule, the house inspections are planned to occur between February and May 2020 and the ability to conduct inspections (especially exterior inspections) could be hampered by weather; therefore, the schedule may need to be adjusted depending on the actual NTP.

Budget

Table 1 provides a summary of the budget by each major task that was identified in the scope of work; overall, the budget for Task Order 17 is \$166,605.

Task Number	Task Name	Total Hours	Expenses	Labor Cost	Total Cost
1	TOA and TO Mgmt	83	\$0	\$12,820	\$12,820
2	Historical Data Review	35	\$50	\$5,640	\$5,690
3	Micro-monitoring	395	\$23,209	\$49,145	\$72,354
4	Public Outreach	54	\$0	\$3,950	\$3,950
5	House Inspections	250	\$800	\$28,000	\$28,800
6	Recommendations	138	\$40	\$22,951	\$22,991
TOTALS		955	\$24,099	\$122,506	\$146,605

Staffing

BC will provide oversight and review of the task order work products, with Stantec leading the micro-monitoring work and OTIE assisting with the house inspection work. Penne Wilson will provide editorial review of the technical memorandums.

As summarized in Table 2, the anticipated participation by small, women, and minority-based enterprises is about 14%.

Contractor	S/W/MBE Designation	Amount	Percentage of Total
OTIE	MBE	\$20,008.00	13.6%
LGD	SBE	\$0.00	0.0%
Stormwater Solutions	SBE	\$0.00	0.0%
John Kittelson	SBE	\$0.00	0.0%
Penne Wilson	WBE	\$285.00	0.2%
TOTAL		\$20,292.00	13.8%

Attachment B

Deliverables:

The City will provide the following to the District for expenses to be considered reimbursable for the completed Project:

1. Through the District SharePoint database, submission of participating parcels information including without limitation: property tax id., address, and column categories of work performed by property.
2. Samples of all public involvement/public education documents.
3. Accurate schedule of field activities updated on a weekly basis.
4. Notification of public and project meetings with inclusion of the District in participation thereof.
5. Progress reports on project activities and public involvement (PI) activities on a monthly basis or with pay reimbursement request, whichever occurs more frequently. (standard with Consultant invoicing)
6. Summary report upon completion of the project following the District template. (anticipated to be met with the completion of the TM)
7. The City will be responsible for providing pre-workflow data and reporting post-workflow monitoring data and or other data related to identified measures of success for at least 2 years post-work completion or as long as data is available, whichever period is longer, and reporting on any problems with the work for 5 years.

<p style="text-align: center;">APPROVAL</p> <p><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;">8/20/2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">An Ordinance Amending Ordinance 2018-2345, An Ordinance Adopting the 2019 Annual Budget for the General Fund for the City of Franklin, to Appropriate \$48,700 within the Planning Department Applying Position Vacancy Savings for Additional Contracted Professional Services</p>	<p>ITEM NUMBER</p> <p style="text-align: center;"><i>G.10.</i></p>

The Common Council previously approved appropriating excess 2018 permit revenue for additional staff and consultant support in 2019 in the Planning Department. In conjunction with that approval, the Common Council requested updates, which Joel Dietl, Planning Manager, has been providing via email. As a summary of those updates and their current status, please note the following:

- Nick Fuch's company has been actively working and has very nearly exhausted his initial authorization of \$10,000.
- Vandewalle & Associates, Inc. and GRAEF both became engaged in July and began working around the start of August and are getting assignments along with the associated training to ensure their compliance with the expectations of our code and our processes. Their initial authorizations will likely be exhausted around the end of September.
- Regulo Martinez was hired and started as an Associate Planner August 5th and will be taking over a lot of the duties that Nick had.
- Marion Ecks was hired and started as an Assistant Planner, also August 5th, and will be taking over a lot of the duties that Orrin had done.

It is expected that Vandewalle & Associates and Graef will be able to accelerate their training and experience and handle more projects and more complex projects as they work their way through a learning curve for the first few months. This means that available appropriations will be used at a quicker rate as time moves forward. In order to ensure that the contractors can continue to help work toward clearing the backlog and help achieve prompt, thorough review, the Planning Manager requests authorization of additional appropriations prior to expiration of the existing approvals. To that end, the Director of Administration recommends re-appropriating excess Personnel Services appropriations within the existing Planning Department 2019 budget. These were appropriations intended for personnel which will remain unspent at the end of the year due to position vacancies that occurred earlier in the year. Use of these funds will not require use of contingency or other General Fund fund balance. In short, appropriations intended to process work with employees will be used to process work with the approved consultants.

Anticipating overtime usage for current employee's (the Planning Manager envisions that staff will be paid overtime rather than offered Comp Time for all night meetings and associated duties) and all of the other anticipated personnel costs, it is comfortably estimated that at least \$48,700 is available for transfer. There are a lot of variables in how quickly that allocation would be used, so staff can

continue to provide status reports, but it is estimated that this amount should be sufficient for the remainder of the year, even anticipating an accelerated rate of use. If the budget modification is approved, the appropriation will continue to be administered in accordance with the plan for supplemental planning services as previously authorized, unless otherwise directed by the Council. Each consultant is being reissued contracts in \$10,000 or smaller increments, which allows the Planning Manager greater flexibility in adjusting assignments between contractor to account for how they handle the learning curve, the nature of the individual review items, hourly rates, the in-flow of projects, etc.

Attached is a budget modification that provides for the re-appropriation of excess Personnel Services appropriations in the Planning Department 2019 budget for the purpose of additional contracted professional services. As a budget modification, four (4) approving votes are required for adoption. If approved, the Director of Finance and Treasury will allocate the reduction in Personnel Services appropriations to individual Personnel Services account codes as he determines is appropriate.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance 2019-____, An Ordinance Amending Ordinance 2018-2345, An Ordinance Adopting the 2019 Annual Budget for the General Fund for the City of Franklin, to Appropriate \$48,700 within the Planning Department Applying Position Vacancy Savings for Additional Contracted Professional Services.

ORDINANCE NO. 2019-_____

AN ORDINANCE AMENDING ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGET FOR THE GENERAL FUND FOR THE CITY OF FRANKLIN, TO APPROPRIATE \$48,700 WITHIN THE PLANNING DEPARTMENT APPLYING POSITION VACANCY SAVINGS FOR ADDITIONAL CONTRACTED PROFESSIONAL SERVICES

WHEREAS, workloads in the Planning Department have increased based upon existing, planned, and anticipated development levels, with this activity evidenced by the revenues generated by the department; and

WHEREAS, The Common Council previously approved appropriating excess 2018 permit revenue for additional staff and consultant support in 2019 in the Planning Department to help ensure the department can support the anticipated level of development activity and provide the development community with timely services; and

WHEREAS, due to working through the training and learning curve of new personnel and the consultants/contractors, these available appropriations will be used at a quicker rate. In order to ensure that the contractors can continue to help work toward clearing the backlog and help achieve prompt, thorough review, the Director of Administration recommends re-appropriating excess Personnel Services appropriations available within the existing Planning Department 2019 budget due to position vacancies earlier in the year.

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

SECTION 1: That the 2019 Budget of the General Fund be adjusted as follows:

Planning Department	Personnel Services	Decrease	\$48,700
Planning Department	Non-Personnel Services	Increase	\$48,700

SECTION 2: Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 20th day of August, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>slw</i> <i>PK</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Aug 20, 2019
REPORTS & RECOMMENDATIONS	Contract with Bayside Printing, LLC to prepare and mail quarterly Water/Sewer Bills	ITEM NUMBER G.11.

Background

The Water Utility and the Sanitary Sewer Utility have worked with the same supplier (nka OSG) for printing of Water & Sewer quarterly billings since prior to 2008. Within the last couple of years, the supplier has transitioned the printing work to a North Carolina plant.

The City provides an electronic file to the supplier who then prints the statements and mails them to the Water and/or Sanitary Sewer customers.

Utility customers should be un-aware of this change, as the same statement format will be used. Their experience will not change.

Analysis

Bayside Printing, LLC has offered the City a three contract to print/mail the statements at a lower cost than has been charged by OSG. Bayside Printing, LLC is a Green Bay, WI based supplier.

Analysis has shown that the Utilities (which share the cost of printing/mailing) could save upwards of \$2,400 per year by accepting the Bayside Printing, LLC proposal. Annual costs for printing total approximately \$6,790 currently, plus postage.

Both suppliers take advantage of pre-sorted postage costs. No postage cost change is anticipated with this change in suppliers.

Fiscal Note

Sufficient funds exist in the 2019 Budget to cover this agreement.

Recommendation

Staff recommends accepting the three-year printing/mailing proposal from Bayside Printing, LLC for the quarterly billing ending Sept, 2019.

The Board of Water Commissioners will be considering this proposal at its meeting Aug 20, 2019.

COUNCIL ACTION REQUESTED

Motion directing staff to execute the three-year Service Agreement with Primadata/Bayside Printing, LLC. For printing/mailing Sanitary Sewer/Water quarterly billings.

Contract start date: 9-30-2019

3 Year Service Agreement Primadata/Bayside Printing/City of Franklin

Project Name: **Utility Bills**

Primadata, LLC and Bayside Printing, LLC (collectively, "Service Provider") will supply the **City of Franklin** ("Customer") will accept exclusively from Service Provider all of the Service Items listed in the text of this Agreement. Customer agrees to pay Service Provider for all services rendered on a net thirty (30) basis. Customer warrants that it is not subject to any existing Agreement for the processing services described within this Agreement. Service Provider guarantees that it will provide print and mail services based on services described within the contents of the Agreement.

Customer agrees and acknowledges the following as an Agreement to services rendered for the period of three (3) years with a one (1) year extension option. Sixty (60) day prior notice is required for forfeiture of one (1) year extension option. If Customer believes Service Provider has consistently failed to provide quality of goods and services as described within the Agreement, Customer may terminate this Agreement without penalty provided that Customer first gives Service Provider written notice detailing such service deficiencies and if Service Provider fails to resolve such deficiencies within sixty (60) days after notice. If Customer terminates the Agreement for reasons other than service deficiencies, the penalty is \$95.00/month for any remaining months left on the Agreement. Customer concerns shall be presumed resolved unless Customer gives Service Provider a second written notice detailing the continuing deficiencies within ten (10) days after the expiration of such sixty (60) day resolution period. Customer may then cancel this Agreement provided that all previous balances due to Service Provider are paid, for all services rendered

Service Provider assumes there will be one (1) mail stream, with no splits, multiple mail groups, or stock changes. The quoted statements would be a **quarterly** statement run and is requiring a three (3) year processing commitment between all Parties.

Service Provider will invoice this project on a **quarterly** basis. The full scope of work is laid out below and priced according to the previously received quote from Service Provider. In addition, the attached Implementation Plan (Schedule A) has additional job specs and details.

Scope of Work

<u>Item</u>	<u>Description</u>
Acct #1900	
PROCESSING	SETUP/PRINT/FOLD/INSERT/METER/MAIL
Utility Bills	Print Black 1/1 from client supplied PDF on Service Provider
Quarterly	8.5x11 - 24# white stock w/ perf inserted with #9 envelope into Service Provider #10 double window envelopes (maximum 9 sheets of paper per envelope)

Delivery Service

First Class Presort Mail

Electronic submission of Paperwork & Deliver to Post Office

Item	Price / Description
Initial One Time Setup	Waived with a 3 year contract
Statement Page 1	\$0.1300 each – base on 10,500 records
Additional Images	\$0.04/image printed black
Flat	\$0.65 /each – Additional cost per piece of 9x12 (includes the cost of envelope)
Inserting - Service	\$0.02 /each – based on XXX records.
Inserting - Printing	To be quoted at time of production
Postage	Postage as incurred and invoiced separately, requires postage account to be setup and funded before mailing.

Notes

- 1) Optional Services are not included in the total cost.
- 2) As of July 1 1998, all addresses on any discount rate first class mail must have been exposed to NCOA updating or ancillary endorsement readings on the outer front read area of the mailing envelopes.
- 3) Any provided stock must be pre-authorized to meet equipment specifications.
- 4) Any developmental program work not listed in the specifications or the quote, but necessary for the job, will be billed accordingly. Programming services for calculation and lookup tables, custom reports multiple versions, author changes, non-standard data, etc. are charged at \$125.00 per hour.
- 5) Postage prices are subject to change according to USPS.

Production schedules

Production schedules will be established and followed by both the Customer and Service Provider. In the event that production schedules are not adhered to by the Customer, delivery dates will be subject to renegotiations. There will be no liability or penalty for delivery due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the Service Provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

Alterations/Corrections

Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the Service Provider's current rates.

Customer Furnished Materials

Materials furnished by Customer or their suppliers are verified by delivery tickets. The Service Provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the Service Provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the Customer must be usable by the Service Provider without alteration or repair. Items not meeting this requirement will be repaired by the Customer, or by the Service Provider at the Service Provider's current rates.

Outside Purchases

Unless otherwise agreed in writing, all outside purchases as requested or authorized by the Customer, are chargeable.

Terms/Claims/Liens

Payment is net thirty (30) calendar days from date of invoice. Claims for defects, damages or shortages must be made by the Customer in writing no later than ten (10) calendar days after services are rendered. If no such claim is made, the Service Provider and the Customer will understand that the job has been accepted. Postage invoices will be sent by Service Provider after each mailing. Payment terms for postage invoices is “due on receipt”.

Personal or Economic Rights

The Customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone’s right to privacy or other personal or economic rights. The Customer will, at the Customer’s sole expense, promptly and thoroughly defend the Service Provider in all legal actions on these grounds as long as the Service Provider:

- Promptly notifies the Customer of the legal action.
- Gives the Customer reasonable time to undertake and conduct a defense.

The Service Provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

Storage/Warehousing

The Service Provider will retain tangible paper materials until the related end product has been accepted by the Customer. The Service Provider is not liable for any loss or damage to stored material beyond what is recoverable by the Service Provider’s fire and extended insurance coverage. Any unused tangible paper materials will be returned to Customer, at Customer’s expense, or destroyed upon termination of the Agreement.

Security

Services included in this Agreement may or may not involve the transfer of nonpublic personal information between the Parties. This information is the property of Customer and will be used only for the purposes set forth in this Agreement. All information will be rendered with a high degree of care to protect the security, integrity and confidentiality of the information. All information will either be returned to Customer or destroyed (not retained) upon completion of the work or, in any event, upon termination of the Agreement.

Under some limited circumstances, the further transfer of information may be needed to accomplish the purposes for which Customer has contracted Service Provider. If a transfer of the information by Service Provider to a third party is required and permitted, Service Provider agrees that:

- a. Customer is not a party to the Agreement with the third party.
- b. Service Provider will use caution and prudence in the selection of responsible third parties as permitted under this term.
- c. Service Provider will obtain an Agreement from the third party it selects that the third party will use a high degree of care to protect the security, integrity and confidentiality of the information, use the information only for the purposes agreed upon, not transfer the information further, return or destroy the information to Service Provider upon either the completion of the work, or in any event, not later than the termination of the Agreement for services.

Any and all information disclosed by Customer shall be deemed to be confidential information. Service Provider shall not use Customer information for any purpose other than as reasonably necessary to fulfill the terms of this Agreement, and shall not disclose Customer information to

any third party person without the prior written consent of Customer. Service Provider shall not make Customer information available to any employees, contractors, or agents of Service Provider except those with a need to know. Service Provider shall implement appropriate measures to ensure the security and confidentiality of all Customer information in its possession from time to time, including protecting against any anticipated threats or hazards to the security or integrity of the Customer information. Upon written and reasonable notice from Customer to Service Provider, Service Provider will provide access to Service Provider premises during regular business hours to audit compliance with this section. Upon written request from Customer, Service Provider shall supply, from time to time, written certification of compliance with this section. Service Provider agrees to take appropriate action for all security breaches, including but not limited to, incidents of unauthorized access to or misuse of any Non-Public Personal Information (as these terms are defined in the Privacy Regulations issued pursuant to the Gramm-Leach-Bliley Act), and shall notify Customer of any such security breach immediately, not to exceed twenty four (24) hours from time of discovery. In addition, Service Provider agrees to observe applicable state and federal law in the use and retention of confidential information. The Parties agree that this is a material term of the Agreement.

Liability

The Service Provider's liability will be limited to the replacement of, and postage for, any errors in printing, storing, sorting and mailing of statements or loss of inserts to the statements. The loss of Private Member Data due to a breach, whether internal or external, can cause severe reputation damage to both the Service Provider and the Customer. Service Provider will maintain Cyber Liability insurance coverage in the amount of at least \$1,000,000 to aid in rectifying and repairing member and Customer confidence. To help limit the effects of a breach, Service Provider will remove all Customer's data from their systems (including backup systems) within one hundred twenty (120) days of mailing of the statements. This includes data files and all files generated for each specific print job. Customer retains the right to audit Service Provider with twenty four (24) hour notice to determine compliance with this provision. Service Provider and Customer agree to notify each other in a timely manner should either become aware of a data breach.

Limitation of Liability with Respect to City

Notwithstanding any other article herein to the contrary, this Agreement shall not be construed in any way so as to waive the City's immunity from liability and/or limitation of damages as set forth within any Federal, State, or local statute, ordinance, rule or regulation including, but not limited to, the limits of liability, and statute of limitations, as set forth within Section 893.80 through 893.82 of the Wisconsin State Statutes.

Indemnification

The Customer agrees to indemnify and hold harmless Service Provider for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving work produced from data provided by Customer. Service Provider must notify Customer of any such action within five (5) business days of knowledge of such action. Service Provider agrees to indemnify and hold harmless Customer for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving software, processes and machinery used in the production of documents for Customer.

Dispute Resolution

The Parties will attempt to resolve any dispute or claim arising from or in connection with this Agreement by appropriate internal means, including referral to each Parties senior management. Before either Party may bring any action or other proceeding, such Party will promptly notify the other Party in writing of the dispute or claim. No action will be brought until: (a) the respective

key personnel for each Party conduct a study of the dispute or claim; (b) a meeting between the Parties, including at least one representative of senior management, is held at a mutually convenient time and place as soon as practicable to try to resolve the dispute; and (c) if after such meeting takes place, one of the Parties sends a letter to the other stating it is unable to resolve the matter in dispute. Thereafter, the Parties may, by mutual consent, seek to resolve any disputes by the use of mediation and/or binding or non-binding arbitration. Unless the Parties agree otherwise in writing, neither Party waives its right to seek the remedies otherwise available to it under this Agreement by pursuing alternative dispute resolution such as mediation or arbitration.

Recognition B: Parties of Adequacy of Terms of Agreement

The Parties agree that their negotiations have led each Party to an understanding of the business needs and requirements of the other Party in connection with the services to be provided under this Agreement. Each of the Parties acknowledges that the terms of this Agreement adequately define and provide for its business needs and requirements in connection with the services to be provided under this Agreement.

Relationship of the Parties

No employment, partnership, or agency relationship or joint venture is created by reason of this Agreement. Neither Party is authorized to bind the other to any Agreement or contract with any third party.

Assignment Agreement for Benefit of Parties Only

This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their successors and permitted assigns. Notwithstanding the above, neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and permitted assigns.

Entire Agreement: Amendment: Waiver

Each of the Parties acknowledges that it has reviewed this Agreement and understands its terms and conditions. This Agreement (including the Attachments) represents the complete understanding of the Parties with respect to the matters set forth in this Agreement and supersedes any and all previous representations, statements, or promises, whether verbal or in writing. The Parties specifically affirm the limitations in respect of warranties and remedies set forth in this Agreement and agree that no other warranties or promises have been made except for such express warranties made. This Agreement may not be modified, altered, amended, or changed except by mutual agreement of the Parties in writing. No failure by either Party to insist upon strict performance of any term of this Agreement will act as a waiver of such Parties right to upon strict performance of such term at a later time or to insist upon strict performance of any other term of this Agreement.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin as if it were negotiated, executed and performed entirely within the State of Wisconsin. The jurisdiction and venue for any dispute under this agreement shall be the circuit court for Brown County, State of Wisconsin.

Entire Agreement: Amendment: Waiver

Each of the Parties acknowledges that it has reviewed this Agreement and understands its terms and conditions. This Agreement (including the attached Schedules) represents the complete understanding of the Parties with respect to the matters set forth in this Agreement and supersedes

any and all previous representations, statements, or promises, whether verbal or in writing. The Parties specifically affirm the limitations in respect of warranties and remedies set forth in this Agreement and agree that no other warranties or promises have been made except for such express warranties made. This Agreement may not be modified, altered, amended, or changed except by mutual agreement of the Parties in writing. No failure by either Party to insist upon strict performance of any term of this Agreement will act as a waiver of such Parties right to insist upon strict performance of such term at a later time or to insist upon strict performance of any other term of this Agreement.

Notices

All notices and other communications required or permitted by this Agreement shall be in writing and will be effective when delivered to the addresses for the Parties set forth in the first paragraph of this Agreement by hand or by a nationally recognized overnight courier services (costs prepaid).

Counterparts: Electronic Signatures

This Agreement may be executed in any number of counterparts, and each shall be deemed an original with all such counterparts constituting one and the same instrument. A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

City of Franklin

By: _____
Print Name: _____
Title: _____
Date: _____

Primadata, LLC

By: _____
Print Name: Steve Hurning
Title: CFO
Date: 7-29-2019

Bayside Printing LLC

By: _____
Print Name: Michelle Jossie
Title: OWNER
Date: 7-29-2019

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APPROVAL <i>slw</i> <i>RA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Aug 20, 2019
REPORTS & RECOMMENDATIONS	Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing	ITEM NUMBER <i>6.12.</i>

Background

The Capital Improvement program for 2019 anticipated a \$2.1 million Debt issue to provide resources for approved projects. The Common Council authorized an increase of that debt issue in May with Ordinance 2019-2371 when the S 51st and W Drexel round-about costs increased.

Some of the funding for the 2019 Capital Improvement program will come from the December 2017 debt issue, as the projects were delayed from 2018 to 2019. However, additional debt proceeds are required to complete the programs.

Financing needs to fund at this time:

- Debt resources are required for the 2019 Capital Improvement Program,
- to refund \$4 million of the 2018 NAN's (used to finance the TID5 project),
- fund the second mortgage for the Mandel Group as an element of the TID7 project plan and
- \$5.2 million for project costs in TID5 & 7 (commitments made with the Developer's Agreements in TID7 and Amended Developer's Agreement in TID5).

With the very low interest rate environment currently available in the market, locking interest costs on a portion of the 2018 NAN issued to fund the TID5 project plan is advisable. The 2018 NAN's have a call provision, permitting the refunding, which first becomes available on Dec 2, 2019 (90 days prior to the March 1, 2020 interest payment date).

The debt issuance plan combines all of the required debt offerings at the same time, with the Dec 2, 2019 settlement date for the refunding of the 2018 NAN's as the target. By combining the debt issues into one sale date, maximum efficiency of debt issuance costs will be realized. In Feb 2019 the City spent \$80,762 when it issued \$13.68 million of new debt. By comparison, the second issue at that same time raised \$6.3 million and cost \$43,462. There are fixed costs to issue debt, and by combining the issues into one larger issue, debt issuance cost savings can be realized.

Analysis

The City Hall roofing, HVAC and Fascia Wood Replacement project was funded by a 2016 Transfer from the General Fund and Landfill Siting revenues. That project is not part of the planned 2019 Debt Issue.

Following are the projects to be funded within the City Capital Improvement Fund program. The following projects are to be funded with debt resources:

Pleasant View Park Pavilion – net of Impact Fees and 2017 Debt Proceeds:	\$108,650
Indoor Shooting Range at the Police building – net of 2017 Debt Issue	\$1,208,750
Round-About at S 51 st and Drexel Ave.- net of 2017 Debt Issue	\$952,500
S 68 th Street Repairs - net of 2017 Debt Is	\$13,154
Total Debt Resources	\$2,283,052

Prior to the Debt Sale, the plan would use available City cash reserves to finance activities. Because the City Financing will take advantage of tax-exempt provisions of the internal Revenue Code, the City must declare its intent to reimburse itself for projects costs incurred prior to the Debt sale and list the projects involved.

The debt components will require expenditures at different times, some before the debt proceeds will become available:

- City projects – some prior to debt sale
- Funding the TID5 project costs – potentially \$4.75 million prior to the debt sale with \$450,000 held for 2020 expenditure.
- \$4 million refunding – concurrent with the debt sale
- TID 7 mortgage – shortly after the debt sale.

Ehler's & Associates plans to attend the Sept 2, 2019 Common Council meeting to provide a Pre-Sale Report. A request for Debt Sale Authorization (as drafted by Bond Council – Quarles & Brady) will also be made at that time.

Recommendation

The Finance Committee examined the sizing issue of the fall 2019 debt issue at its June 25, 2019 meeting and unanimously recommended a Borrowing Authorization of \$2,250,000 subject to, a revised total or elimination prior to Sale, based upon the status of major projects (shooting range, land purchase, station alerting system, barn project).

The Director of Finance & Treasurer recommends the Common Council adopts the proposed Resolution, declaring its intent to reimburse the City from proceeds for expenditures on the projects prior to the debt sale.

COUNCIL ACTION REQUESTED

Motion adopting Resolution 2019-_____, A Resolution declaring official intent to reimburse expenditures from proceeds of borrowing.

STATE OF WISCONSIN; CITY OF FRANKLIN; MILWAUKEE COUNTY

RESOLUTION NO. 2019-_____

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES FROM
PROCEEDS OF BORROWING

WHEREAS, the City of Franklin, Milwaukee County, Wisconsin (the "Issuer") plans to undertake a Capital Improvement program for the City including Pleasant View Park Pavilion, an indoor shooting range at the Police Department, a round-about at the S 51st Street and W Drexel Avenue intersection, and S 68th Street road improvements (the "Projects"); and

WHEREAS, the City expects to finance the Project on a long-term basis by issuing tax-exempt notes or other tax-exempt obligation (collectively, the "Notes"); and

WHEREAS, because the Notes will not be issued prior to commencement of the Project, the Issuer must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Notes; and

WHEREAS, the Common Council of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on and on an interim basis to pay the costs of the Projects until the Notes are issued.

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

Section 1. Expenditure of Funds. The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Project until proceeds of the Notes become available.

Section 2. Declaration of Official Intent. The Issuer hereby officially declares its intent under Treasury Regulation Section 1.150-2 to reimburse said expenditures with proceeds of the Notes, the principal amount of which is not expected to exceed \$2,250,000.

Section 3. Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Notes are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Notes are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of August, 2019.

Passed at a regular meeting of the Common Council of the City of Franklin this ____ day of August, 2019.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

City of Franklin
2019 Q4 City Requirement Debt Projects
Capital Improvement Fund Projects
November, 2019 Issue

	CIP Programs		Total
	Debt Funding		
	<u>2018 Issue</u>	<u>2019 Issue</u>	
Pleasant View Park Pavilion	410,000	201,200	
less Impact Fees	192,700	92,552	
Net	217,300	108,648	325,948
Neighborhood Park land Acq	298,109		
Less Impact Fees	140,111		
Net	157,998	-	157,998
			-
Indoor Shooting Range	191,250	1,208,750	1,400,000
Round-About 51 & Drexel	750,000	952,500	1,702,500
68th St repairs	25,746	13,154	38,900
			-
			-
Total Financing	1,342,294	2,283,052	3,625,346

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City of Franklin, WI
Capital Funds
2019
Dept Request

Activity	2019 Adopted	2019 Amended	2019 Projected
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Revenues

Grants	1,150,000	1,150,000	1,150,000
Landfill Siting	560,000	560,000	560,000
Transfer from Impact Fees - Park	384,511	384,511	322,000
Transfer from Util Dev	1,000,000	1,000,000	
Investment Income	20,000	20,000	55,000
Total Revenue	3,114,511	3,114,511	2,087,000

Approved Projects:

Roof repairs - City Hall Phase 1	Gen Govt	7,840	7,840
City Hall Roof, HVAC, and Fascia Wood Replacement	Gen Govt	1,775,000	1,775,100
Woodview Park - purchase 18.84 acres	Park		
Pleasant View Park Pavilion	Park	500,000	503,325
Pleasant View Park - Development	Park	20,000	20,000
Neighborhood Park land acquisition	Park	298,109	298,109
Indoor Shooting range @ Police Dept	Pub Safety	1,400,000	1,400,000
Emergency Vehicle preemption system	Pub Safety		38,281
Communication Center - NICE system	Pub Safety		42,696
Rawson Homse Storm Sewer	Pub Wks	1,150,000	1,152,673
Drexel & 51st intersection -	Pub Wks	1,000,000	1,704,550
S 68th Street reconstruction	Pub Wks	300,000	300,000
50th St - Marquette to Minnesota	Pub Wks	100,000	100,000
Elm Road engineering	Pub Wks		45,000
Historical Societ Barn - matching funds	Recreation	40,000	40,000
Total Approved Projects		6,583,109	7,427,574

Projects Pending Approval:

Ken Windl pavilion repairs	Park	25,000	25,000
Overflow parking at Kayla's playground	Park		
Station Specific alerting System	Pub Safety	265,000	265,000
Community Recreation Cener Building	Recreation		
Sewer Projects	Utility	500,000	500,000
Water Projects	Utility	500,000	500,000
Contingency		100,000	100,045

Total Projects Pending Approval	1,390,000	1,390,045	340,000
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Total Expenditures	7,973,109	8,817,619	7,508,540
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Net Revenues (Expenditures)	(4,858,598)	(5,703,108)	(5,421,540)
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Proceeds from Borrowing	2,100,000	2,750,000	2,250,000
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Bond Issuance Costs	(75,000)	(75,000)	(75,000)
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Net Proceeds	2,025,000	2,675,000	2,175,000
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Beginning Fund Balance	3,795,493	3,795,493	3,323,376
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Ending Fund Balance	961,895	767,385	76,836
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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/20/19
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REPORTS & RECOMMENDATIONS	Population Estimate as of January 1, 2019	ITEM NUMBER G.13.
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Franklin has received the preliminary population estimate of 35,996 as of January 1, 2019, which is an increase from 35,779 as of January 1, 2018. If the Council wishes to challenge this estimate, such challenge must be submitted before September 15, 2019.

For your review, Franklin's prior population was as follows:

1960	10,006	2002	30,749
1970	12,247	2003	31,467
1980	16,469	2004	31,804
1990	21,732	2005	32,548
1991	22,356	2006	33,000
1992	23,168	2007	33,380
1993	24,052	2008	33,550
1994	24,778	2009	33,700
1995	25,163	2010	33,900
1996	25,726	4/1/10 census	35,451
1997	26,591	2011	35,504
1998	27,186	2012	35,520
1999	27,780	2013	35,810
2000	28,804	2014	35,702
4/1/00 census	29,494	2015	35,655
2001	30,199	2016	35,741
2002	30,749	2017	36,046
2003	31,467	2018	35,779
2004	31,804	2019	35,996
2005	32,548		

COUNCIL ACTION REQUESTED

Motion to place on file the Wis. Dept. of Administration January 1, 2019 population estimate of 35,996.

OR

Motion to direct Director of Clerk Services to submit challenge, based on information provided by staff, to State of Wisconsin 2019 population estimate no later than September 15, 2019.

Sandi Wesolowski

From: Barroilhet, Dan - DOA <Dan.Barroilhet@wisconsin.gov>
Sent: Friday, August 9, 2019 10:57 AM
To: Sandi Wesolowski
Subject: Preliminary Population Estimate 2019

Dear Municipal Clerk:

Each year, Wisconsin's Department of Administration develops municipal population estimates. **The preliminary estimate of the January 1, 2019 population for the City of Franklin in Milwaukee County is 35,996.** This estimate indicates an increase of 545 people or approximately 1.5% since the 2010 Census.

If your municipality believes that the above estimate is not a reasonable approximation of its population, please see the challenge form at https://doa.wi.gov/DIR/MUNI_challenge_Form_EY2019.pdf

For calendar year 2018, the following housing stock changes were reported by the City of Franklin in Milwaukee County:

- 18 single-family homes added;
- 24 units added in two-unit structures;
- 180 units added in three-or-more-unit structures;
- 0 mobile homes added;

- 8 single-family homes deleted;
- 0 units deleted in two-unit structures;
- 0 units deleted in three-or-more-unit structures;
- 0 mobile homes deleted.

If this is incomplete or incorrect, please let us know. (Please do not respond to verify correct information.)

Presently our records indicate the following clerk contact information for the City of Franklin:

SANDRA WESOLOWSKI
SWESOLOWSKI@FRANKLINWI.GOV
9229 W LOOMIS RD
FRANKLIN WI 53132-9630
414-427-7503

If this contact information is incomplete or incorrect, please go to <http://mds.wi.gov/View/UpdateClerk?DOACode=41226&VCode=31245> to offer more complete or accurate information. If that does not work, please go to <http://mds.wi.gov/view/clerkupdate>, using DOA code [REDACTED] and verification code [REDACTED]

Approximately 28,593 of the estimated population for the City of Franklin are of voting age. This courtesy estimate helps you to comply with Wisconsin Statute 5.66, which requires municipal clerks to approximate the number of electors prior to elections. The voting age population was calculated by applying the census proportion of persons over 18 to the preliminary January 1 estimate, and then multiplying the result by a state-wide factor to account for the general aging of the population. Please note that, if you have an adult correctional facility in your municipality, its population is included in this voting-age estimate.

Dan Barroilhet
Demographer, Research Analyst
Division of Intergovernmental Relations
WI Dept. of Administration
(608) 266-1755
<https://doa.wi.gov/demographics>

MUNICIPAL POPULATION ESTIMATE CHALLENGE FORM

If your municipality believes that the estimate is not a reasonable approximation of your population, complete this form and submit it **with administrative data** that can be used to evaluate the challenge. Submit the challenge on or before **September 15, 2019**.

Mail challenges to:

**Dan Barroilhet, Demographer
Demographic Services Center
WI Department of Administration
PO Box 8944
Madison, WI 53708-8944
(608) 266-1755**

The Council/Board of the

Town

City

Village of: _____

in the County of: _____

has authorized me to submit a challenge to the correctness of the annual preliminary population estimate prepared for our municipality. The municipality contends the estimate is inaccurate because it is based upon inadequate information.

Evidence based upon administrative records or other information is presented in support of this contention, as required by §16.96 of the Wisconsin Statutes.

The statutes do not permit the Department of Administration to accept the results of a population enumeration conducted by any group, agency or unit of government other than the U.S. Census Bureau.

NAME: _____

TITLE: _____

MAILING ADDRESS: _____

DAYTIME TELEPHONE: () _____

SIGNATURE: _____ DATE: _____

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE August 20, 2019
REPORTS AND RECOMMENDATIONS	Potential commercial/industrial/manufacturing development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for the +/- 73 acres propert(ies) at the Southwest corner of South 27th Street and West Oakwood Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for the development of +/- 73 acres propert(ies) at the Southwest corner of South 27th Street and West Oakwood Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER <i>G.14.</i>

Department of City Development and Engineering, Administration, Finance and Legal Services departments staff will be present at the meeting.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for the development of +/- 73 acres propert(ies) at the Southwest corner of South 27th Street and West Oakwood Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>slw PA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/20/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>H.</i>

Attached are vouchers dated August 2, 2019 through August 15, 2019 Nos. 174925 through Nos. 175092 in the amount of \$ 1,519,768.40. Included in this listing are EFT's Nos. 4084 through Nos. 4091, Library vouchers totaling \$ 7,392.49, Tourism vouchers totaling \$ 7,260.00, Water Utility vouchers totaling \$ 761,781.97 and Property Tax Refunds totaling \$53.60. Voided checks in the amount of \$ (279.18) are separately listed.

Early release disbursements dated August 2, 2019 through August 14, 2019 in the amount of \$ 335,258.80 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated August 16, 2019 is \$ 387,645.15 previously estimated at \$ 384,000.00. Payroll deductions dated August 16, 2019 are \$ 245,443.93 previously estimated at \$ 410,000.00.

The estimated payroll for August 30, 2019 is \$ 396,000.00 with estimated deductions and matching payments of \$ 424,000.00.

Attached is a list of property tax settlements EFT Nos. 275 through EFT Nos. 278 dated August 2, 2019 through August 15, 2019 in the amount of \$3,224,771.25. An additional \$ 6,142,330.55 was transferred from the tax investment account directly to taxing authorities. These payments have been released as authorized under Resolution 2013-6920.

Approval to release the below vouchers once they have been approved for payment.

Dorner Inc.	Rawson Drainage Improvements	\$486,727.75
EMS Medical Billing	Ambulance Billing	\$6,861.04
Geographic Marketing	GIS Services	\$11,547.73
GovSpend	Purchasing Software	\$4,000.00
Metro Sound & Video	Council Chambers Sound System Parts	18,235.00
Milwaukee Co	Tax Payment	\$10,176.88
Milwaukee Milkmen	Sponsorship	\$14,080.00
Ray Stadler Construction	Pleasant View Pavilion	\$72,280.00
Stantec Consulting	Quarry Monitoring	\$9,390.00
Stantec Consulting	Quarry Monitoring	\$7,845.00
Stark Pavement Co	Curbs – Road Program	\$29,127.00
Zignego Co	Roundabout	<u>\$466,898.31</u>
TOTAL		\$1,137,168.71

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of August 15, 2019 in the amount of \$ 1,519,768.40 and
- Payroll dated August 16, 2019 in the amount of \$ 387,645.15 and payments of the various payroll deductions in the amount of \$ 245,443.93 plus City matching payments and
- Estimated payroll dated August 30, 2019 in the amount of \$ 396,000.00 and payments of the various payroll deductions in the amount of \$ 424,000.00, plus City matching payments and
- Property Tax investments with an ending date of August 15, 2019 in the amount of \$3,224,771.25 and
- Approval to release payments to miscellaneous vendors in the amount of \$ 1,137,168.71.

ROLL CALL VOTE NEEDED

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 08/20/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER I.I.

See attached listing from meeting of August 20, 2019.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda*
Aldermen's Room
August 20, 2019 – 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 2019-2020 New 5:55 p.m.	Mayrand, Mandy L 2891 Fir Lane Waterford, WI 53185 Landmark/Swiss Street Pub & Grill			
Extraordinary Entertainment & Special Event 6:00 p.m.	Rock Sports Complex – The Hills Has Eyes Person in Charge: Scot Johnson Location: 7900 Crystal Ridge Dr Date of Event: 9/27 through 10/31 & every Thursday, Friday, Saturday & Sunday in October 2019			
Review of Class B Combination and Restaurant License 6:05 p.m.	QT Pizza LLC dba Rounding Third Pizzeria 7119 S 76 th St Susan Toetz, Agent			
Operator 2019-2020 New	Heller, Jacob S 8145 S 35 th St Franklin, WI 53132 Pick 'n Save #6431			
Operator 2019-2020 New	Laughery, Kimberlee B 1333 S 115 th West Allis, WI 53214 Sendik's Food Market			
Operator 2019-2020 New	Petroske, Troy A N4586 Hickory Rd Hustisford, WI 53034 Swiss Street Pub & Grill			
Operator 2019-2020 New	Schutte, Richard 2954 W Briarwood Dr Franklin, WI 53132 Milwaukee Burger Company			
Operator 2019-2020 New	Smith, Hollie C 6873 S 35 th St Franklin, WI 53132 Walgreens #15020			
Operator 2019-2020 New	Turks, Kathleen A 8160 A S Forest Hills Circle Franklin, WI 53132 Pick 'n Save #6431			
Class B Combination 2019-2020	Brinker Restaurant Corporation Dbc Chili's Bar & Grill 6439 S 27 th St Justin W Pischke, Agent			

Type/ Time	Applicant Information	Approve	Hold	Deny
Temporary Entertainment & Amusement	American Legion Willey Herda Post 192 – Spin the Wheel Amusement Game Person in Charge: Gretchen Davies Location: St Martin's Fair Date of Event: 9/1/2019			
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.