

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/21/2019
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REPORTS & RECOMMENDATIONS	Designation of the Station Specific Alerting System Project as an "Approved Project" in the Capital Improvement Fund	ITEM NUMBER <i>G.20.</i>
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The "Station Specific Alerting System" is a "Project Pending Approval" in the Capital Improvement Fund portion of the City of Franklin's 2019 adopted budget. Significant work has been completed by Fire Department staff for a preliminary design which has indicated that the project should come within budget.

Staff, therefore, requests authorization from the Common Council to designate the project as an "Approved Project" thereby allowing staff to take the next steps in the process. If authorized to proceed, staff will first finalize the design. Then a contract for direct purchase of the equipment from the anticipated sole-source vendor and bid documents for installation would be prepared. Since the equipment effectively becomes a fixture to the building, it is necessary under Wisconsin law to bid out the installation. The equipment itself, estimated at approximately \$185,000, does not require bidding and can be directly purchased; however, since multiple contractors are available for the installation, it is necessary to bid the installation, which is estimated at over \$50,000.

Ultimately, the equipment purchase contracts will come back to the Common Council for approval. The final bid documents for installation will come back to the Common Council for authority to go to bid, as per the Common Council's policy.

COUNCIL ACTION REQUESTED

Motion to designate the "Station Specific Alerting System Project" as an "Approved Project" in the Capital Improvement Fund.

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<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>5/21/2019</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Authorization to Accept and Act on a Quote from Adair Floors 'N' Mor', Inc. in the Amount of \$9,872 for the Replacement of Flooring at Fire Station #2, Subject to Publication of a First-Class Notice</p>	<p>ITEM NUMBER</p> <p><i>G, 21.</i></p>

The existing carpet at Fire Station #2 is original dating to the construction of the station nearly 20 years ago. Since that time, trends in fire station construction and furnishing have changed significantly, as it has become more common knowledge that toxins, carcinogens, and pathogens are commonly present in firehouse environments, and that carpeted or fabric-covered surfaces cannot be adequately decontaminated. The carpet is at the end of its expected service life, and the Department intends to replace it with a more durable product that can be more effectively decontaminated and disinfected.

An allocation of \$15,000 to replace the flooring was included in the 2019 Capital Outlay Fund. With this budget in mind, Franklin Fire Department requested quotes from three locally based businesses, and received the following quotes:

- Adair Floors 'N' Mor', Inc. quoted a cost of \$9,872.00 with a 20-Year Commercial Warranty.
- Floor Coverings International quoted a cost of \$10,100.00 with a 5-Year Commercial Warranty.
- Bartz quoted a cost of \$15,012.15 with a 15-Year Commercial Warranty.

Approval to accept and act on the quote from Adair Floors 'N' Mor,' Inc. is requested. The scope of the work includes: moisture testing of the underlying concrete, (\$165.00); encapsulation of the old adhesive and application of a new pressure sensitive adhesive, (\$982.00); replacement of the wall base moldings, (\$1,360.00); and installation of Karndean Van Gogh Vinyl Planks (\$7,365.00). This price also includes the tear-out and removal of the existing carpet.

As the price exceeds \$5,000, it is necessary to take the added step of publishing a first-class notice of intent to enter into a contract. The motion for approval, therefore, is subject to completion of the notice. Following the publication, if any valid concern is brought to the attention of the Director of Administration prior to the one week publication notice period, the Director of Administration would withhold execution of the purchase order pending resolution.

COUNCIL ACTION REQUESTED

Motion to authorize the Fire Chief to accept and act on the quote from Adair Floors 'N' Mor', Inc. in the amount of \$9,872 for the replacement of flooring at Fire Station #2, subject to publication of a first-class notice.

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APPROVAL <i>Slw PA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2019
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE GENERAL FUND AND TID 3 FUND TO PROVIDE APPROPRIATIONS FOR TAX REFUNDS STEMMING FROM ASSESSMENT REDUCTIONS FOR 2016, 2017 AND 2018	ITEM NUMBER <i>6.22.</i>

Background

Three property owners have challenged their assessments for various years. The disputes have ripened into litigation. Settlement agreements have been proposed for consideration at the May 21, 2019 Common Council meeting relating to tax refunds resulting from proposed assessment reductions.

Fiscal Note

One of the properties is not located in a Tax Increment District. The tax refund would thus come from General Fund balance. To the extent the tax refund relates to overlapping taxing authorities, state statutes provide a process to recover the refunded portion relating to those taxing authorities.

Two of the properties are located in TID 3 and the resulting refunds would come from previous increment of the District. The entire amount of the refund would come from TID fund balance.

There are no appropriations for tax refunds in the General Fund (\$20,000) or TID3 (\$100,000). A Budget Amendment is required to provide the appropriations to provide the refunds.

Recommendation

Staff recommends the proposed budget amendment establishing appropriations in the General Fund and TID3 for tax refunds supporting the proposed settlements.

The amendment would not require the settlement amount, but rather establish appropriations for the maximum amount that could be agreed upon.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2018-2345, an Ordinance adopting the 2019 annual budgets for the General Fund and TID 3 Fund to provide appropriations for tax refunds stemming from assessment reductions for 2016, 2017 and 2018

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019 _____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE GENERAL FUND AND TID3 FUND TO PROVIDE APPROPRIATIONS FOR TAX REFUNDS STEMMING FROM ASSESSMENT REDUCTIONS FOR 2016, 2017 AND 2018

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for the City of Franklin on November 13, 2018; and

WHEREAS, three property owners have challenged their assessments for various years; and

WHEREAS, the challenges have resulted in litigation with unknown future outcomes; and

WHEREAS, proposed settlements with the three property owners would cause property tax refunds that would settle the challenges dismissing the law suits; and

WHEREAS, two of the properties are in Tax Increment District 3; and

WHEREAS, the third property has overlapping taxing authority taxes that state statutes provide a process to fund their respective portions of the settlements; and

WHEREAS, the Common Council believes that appropriations are required to provide for any settlement of the claims.

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

Section 1 That the 2019 Budget for the General Fund be adjusted as follows:

Tax Refunds		Increase	\$20,000
Contingency	Restricted Contingency	Decrease	20,000

Section 2 That the 2019 Budget for TID3 be adjusted as follows:

Tax Refunds		Increase	\$100,000
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Section 3 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 ____ day of _____, 2019.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

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<p style="text-align: center;">APPROVAL</p> <p><i>Slw/MWL</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;">5/21/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Settlement Agreement Between Sam's Real Estate Business Trust and the City of Franklin, Wisconsin, for Milwaukee County Circuit Court Case No. 17-CV-12977 (Consolidated) for the 2017-2018 Property Tax Years for the Store Located at 6705 S. 27th Street in Franklin</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 23.</i></p>

Sam's Real Estate Business Trust filed claims for 2017 and 2018 Excessive Property Assessments with the Milwaukee County Circuit Court, Case No. 17-CV-12977 (Consolidated) for the store located at 6705 S. 27th Street in Franklin. The Sam's property consists of a 130,308 square foot large box retail building on 11.15 acres of land. The property was assessed at \$8,520,300, which equates to approximately \$65.39/sf of building area. Sam's contends that the value of the property is no greater than \$7,000,000.

The League of Wisconsin Municipalities Mutual Insurance Company provided defense of the claims and assigned Attorney Ryan Braithwaite with Crivello Carlson, S.C. to the defense. Attorney Braithwaite met with the Common Council in closed session on May 7, 2019 regarding this claim and consideration of strategies, including a possible settlement.

Attached is a Settlement Agreement prepared by Attorney Braithwaite based on an agreed value of \$7,818,480 (\$60/sf) for 2017 and \$7,297,248 (\$56/sf) for 2018, which, as indicated in the document, results in a refund payable to Sam's of property taxes previously paid or billed in the amount of \$38,627.55 for the tax years 2017 and 2018. The Settlement Agreement also stipulates that "as long as the 2019 assessment does not exceed \$6,906,324, Sam's shall not file an action or claim for refund in any form for any property taxes paid with respect to the 2019 assessment of the Property".

The property is in a TIF District, which received the previous property tax payments, so payment will be made from the resources of the TIF District if approved. A budget modification is necessary to establish the appropriation to support the payment, and said budget modification is elsewhere on the agenda.

The Settlement Agreement also stipulates that the City shall pay the refund of taxes in full within 30 days of the date this Agreement is signed by both parties. Also attached as part of the Settlement Agreement is a "Stipulation for Dismissal" (Exhibit A) and "Order for Dismissal" (Exhibit B). No later than 10 days after Sam's receives payment in full of the refund of taxes, the parties will enter into a stipulation, signed by their respective attorneys, for the dismissal of the Case and file the stipulation with the Court.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor to execute the Settlement Agreement, as prepared by Attorney Ryan Braithwaite of Crivello Carlson, S.C. on behalf of the City of Franklin, between Sam's Real Estate Business Trust and the City of Franklin, Wisconsin, relative to Milwaukee County Circuit Court Case No. 17-CV-12977 (Consolidated) for the 2017-2018 Tax Years whereby the City shall issue a refund payable to Sam's in the amount of \$38,627.55, subject to approval of a budget modification to establish the necessary appropriation.

SETTLEMENT AGREEMENT

This Agreement is between Sam's Real Estate Business Trust ("Sam's" or "Plaintiff"), and the City of Franklin, Wisconsin (the "City"). Sam's is a foreign corporation licensed to conduct business in the State of Wisconsin. The City is a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Property" means the real estate comprising the land and improvements located at 6705 South 27th Street in the City, more generally known as the Walmart Retail Store, within the City, parcel no.714-0004-001.

(b) "Case" means the action pending in the circuit court for Milwaukee County, Wisconsin titled *Sam's Real Estate Business Trust v. City of Franklin*, Case No. 17-CV-12977 (Consolidated), for the 2017-2018 tax years.

(c) "Court" means the Circuit Court for Milwaukee County.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The City shall issue a refund payable to Sam's, or to another account designated by Plaintiff in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$38,627.55 as a refund of property taxes previously paid by or billed to Plaintiff based on the property tax assessment of the Property for the tax years 2017 and 2018, based on an agreed value of \$7,818,480 for 2017, and \$7,297,248 for 2018. The parties agree that no portion of this amount constitutes interest.

3. 2019 Assessment. As long as the 2019 assessment does not exceed \$6,906,324, Sam's shall not file an action or claim for refund in any form for any property taxes paid with respect to the 2019 assessment of the Property. In the event the 2019 assessment exceeds this amount, then Sam's shall have the right to file a claim for refund for the amount of property taxes paid on the 2019 value in excess of \$6,906,324.

4. Waiver of Costs. Each party waives all claims for costs.

5. Time of Payments. The City shall pay the refund of taxes in full, as provided in Section 2 of this Agreement, within 30 days of the date this Agreement is signed by both parties.

6. Stipulation for Dismissal. No later than ten days after Plaintiff receives payment in full of the refund of taxes provided in section 2 of this Agreement, the parties shall (a) enter into a stipulation, attached hereto as Exhibit A, signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits, with prejudice, and without costs to either party; and (b) file the stipulation with the Court.

7. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

8. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

9. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

10. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

11. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute. The parties agree that the Court retains jurisdiction to enforce this Agreement and that a party may ask the Court to enforce this Agreement by filing a motion in the Case and serving the same on the other party.

12. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

13. No Assignment or Transfer. Plaintiffs represent and warrant that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

14. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

15. Use of this Agreement. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

16. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Plaintiff for any of the claims asserted in the Case or Plaintiff's objections to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2017, January 1, 2018, January 1, 2019, or any other date nor any other admission concerning the assessment of Plaintiff's property. In addition, none of the agreed upon values or assessments shall be admissible in any proceeding or assessment challenge in any subsequent year.

17. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

18. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

19. Authorization to Sign Agreement. Each person signing this Agreement on behalf of any party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

20. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

Dated: _____, 2019.

**SAM'S REAL ESTATE
BUSINESS TRUST**

BY: Gimbel Reilly Guerin & Brown LLP

Christopher L. Strohbehn
State Bar ID 1041495

Dated: _____, 2019.

APPROVED AS TO FORM

BY: Crivello Carlson, S.C.
131 W. Wilson St., #1004
Madison, WI 53703

Ryan G. Braithwaite
State Bar ID No. 1037232

Dated: _____, 2019.

CITY OF FRANKLIN

By: Steve Olson, Mayor

EXHIBIT A

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 25

MILWAUKEE COUNTY

SAM'S REAL ESTATE BUSINESS TRUST,

Plaintiff,

v.

Case No. 17-CV-12977
Money Judgment – 30301

CITY OF FRANKLIN

Defendant.

STIPULATION FOR DISMISSAL

IT IS STIPULATED by the parties, through their respective counsel, as follows:

1. The claims in this action shall be dismissed with prejudice and without costs and fees to any party.
2. The parties have entered into a separate Settlement Agreement. The Court shall retain jurisdiction and competency over this matter in order to enforce this Stipulation or the Settlement Agreement. Any party may reopen this matter by motion to this Court in the event of a violation or alleged violation of this Stipulation or of the Settlement Agreement.

IT IS FURTHER STIPULATED that an Order to this effect may be entered without further notice to either party.

Dated: _____, 2019.

**SAM'S REAL ESTATE
BUSINESS TRUST**

BY: Gimbel Reilly Guerin & Brown LLP

Christopher L. Strohbehn
State Bar ID 1041495

Dated: _____, 2019.

CITY OF FRANKLIN

BY: Crivello Carlson, S.C

Ryan G. Braithwaite
State Bar ID No. 1037232

EXHIBIT B

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 25

MILWAUKEE COUNTY

SAM'S REAL ESTATE BUSINESS TRUST,

Plaintiff,

v.

Case No. 17-CV-12977
Money Judgment – 30301

CITY OF FRANKLIN

Defendant.

ORDER FOR DISMISSAL

Based upon the Stipulation signed by the parties and filed with the court on _____
2019, IT IS HEREBY ORDERED that this case is dismissed, subject to the terms of that
stipulation, with prejudice and without court costs and fees to any party.

Dated this ____ day of _____, 2019.

BY THE COURT:

<p style="text-align: center;">APPROVAL</p> <p><i>Slw MWL</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;">5/21/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Settlement Agreement Between Wal-Mart Real Estate Business Trust and the City of Franklin, Wisconsin, for Milwaukee County Circuit Court Case No. 17-CV-12974 (Consolidated) for the 2017-2018 Property Tax Years for the Store Located at 6701 S. 27th Street in Franklin</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G. 24.</i></p>

Wal-Mart Real Estate Business Trust filed claims for 2017 and 2018 Excessive Property Assessments with the Milwaukee County Circuit Court, Case No. 17-CV-12974 (Consolidated) for the store located at 6701 S. 27th Street in Franklin. The Wal-Mart property consists of a 193,766 square foot large box retail building on 15 acres of land. The property was assessed at \$12,938,000, or approximately \$66.77/sf of building area. Wal-Mart contends that the value of the property is no greater than \$6,780,000.

The League of Wisconsin Municipalities Mutual Insurance Company provided defense of the claims and assigned Attorney Ryan Braithwaite with Crivello Carlson, S.C. to the defense. Attorney Braithwaite met with the Common Council in closed session on May 7, 2019 regarding this claim and consideration of strategies, including a possible settlement.

Attached is a Settlement Agreement prepared by Attorney Braithwaite based on an agreed value of \$12,013,495 (\$62/sf) for 2017 and \$11,238,428 (\$58/sf) for 2018, which, as indicated in the document, results in a refund payable to Wal-Mart of property taxes previously paid or billed in the amount of \$52,638.71 for the tax years 2017 and 2018. The Settlement Agreement also stipulates that "as long as the 2019 assessment does not exceed \$10,657,130, Wal-Mart shall not file an action or claim for refund in any form for any property taxes paid with respect to the 2019 assessment of the Property".

The property is in a TIF District, which received the previous property tax payments, so payment will be made from the resources of the TIF District if approved. A budget modification is necessary to establish the appropriation to support the payment, and said budget modification is elsewhere on the agenda.

The Settlement Agreement also stipulates that the City shall pay the refund of taxes in full within 30 days of the date this Agreement is signed by both parties. Also attached as part of the Settlement Agreement is a "Stipulation for Dismissal" (Exhibit A) and "Order for Dismissal" (Exhibit B). No later than 10 days after Wal-Mart receives payment in full of the refund of taxes, the parties will enter into a stipulation, signed by their respective attorneys, for the dismissal of the Case and file the stipulation with the Court.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor to execute the Settlement Agreement, as prepared by Attorney Ryan Braithwaite of Crivello Carlson, S.C. on behalf of the City of Franklin, between Wal-Mart Real Estate Business Trust and the City of Franklin, Wisconsin, relative to Milwaukee County Circuit Court Case No. 17-CV-12974 (Consolidated) for the 2017-2018 Tax Years whereby the City shall issue a refund payable to Wal-Mart in the amount of \$52,638.71, subject to approval of a budget modification to establish the necessary appropriation.

SETTLEMENT AGREEMENT

This Agreement is between Wal-Mart Real Estate Business Trust ("Walmart" or "Plaintiff"), and the City of Franklin, Wisconsin (the "City"). Walmart is a foreign corporation licensed to conduct business in the State of Wisconsin. The City is a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Property" means the real estate comprising the land and improvements located at 6701 South 27th Street in the City, more generally known as the Walmart Retail Store, within the City, parcel no. 714-0003-002.

(b) "Case" means the action pending in the circuit court for Milwaukee County, Wisconsin titled *Wal-Mart Real Estate Business Trust v. City of Franklin*, Case No. 17-CV-12974 (Consolidated), for the 2017-2018 tax years.

(c) "Court" means the Circuit Court for Milwaukee County.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The City shall issue a refund payable to Walmart, or to another account designated by Plaintiff in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$52,638.71 as a refund of property taxes previously paid by or billed to Plaintiff based on the property tax assessment of the Property for the tax years 2017 and 2018, based on an agreed value of \$12,013,495 for 2017, and \$11,238,428 for 2018. The parties agree that no portion of this amount constitutes interest.

3. 2019 Assessment. As long as the 2019 assessment does not exceed \$10,657,130, Walmart shall not file an action or claim for refund in any form for any property taxes paid with respect to the 2019 assessment of the Property. In the event the 2019 assessment exceeds this amount, then Walmart shall have the right to file a claim for refund for the amount of property taxes paid on the 2019 value in excess of \$10,657,130.

4. Waiver of Costs. Each party waives all claims for costs.

5. Time of Payments. The City shall pay the refund of taxes in full, as provided in Section 2 of this Agreement, within 30 days of the date this Agreement is signed by both parties.

6. Stipulation for Dismissal. No later than ten days after Plaintiff receives payment in full of the refund of taxes provided in section 2 of this Agreement, the parties shall (a) enter into a stipulation, attached hereto as Exhibit A, signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits, with prejudice, and without costs to either party; and (b) file the stipulation with the Court.

7. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

8. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

9. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

10. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

11. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute. The parties agree that the Court retains jurisdiction to enforce this Agreement and that a party may ask the Court to enforce this Agreement by filing a motion in the Case and serving the same on the other party.

12. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

13. No Assignment or Transfer. Plaintiffs represent and warrant that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

14. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

15. Use of this Agreement. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

16. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Plaintiff for any of the claims asserted in the Case or Plaintiff's objections to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2017, January 1, 2018, January 1, 2019, or any other date nor any other admission concerning the assessment of Plaintiff's property. In addition, none of the agreed upon values or assessments shall be admissible in any proceeding or assessment challenge in any subsequent year.

17. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

18. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

19. Authorization to Sign Agreement. Each person signing this Agreement on behalf of any party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

20. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

Dated: _____, 2019.

**WAL-MART REAL ESTATE
BUSINESS TRUST**

BY: Gimbel Reilly Guerin & Brown LLP

Christopher L. Strohbehn
State Bar ID 1041495

Dated: _____, 2019.

APPROVED AS TO FORM

BY: Crivello Carlson, S.C.
131 W. Wilson St., #1004
Madison, WI 53703

Ryan G. Braithwaite
State Bar ID No. 1037232

Dated: _____, 2019.

CITY OF FRANKLIN

By: Steve Olson, Mayor

EXHIBIT A

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 08

MILWAUKEE COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,

Plaintiff,

v.

Case No. 17-CV-12974
Consolidated
Money Judgment – 30301

CITY OF FRANKLIN

Defendant.

STIPULATION FOR DISMISSAL

IT IS STIPULATED by the parties, through their respective counsel, as follows:

1. The claims in this action shall be dismissed with prejudice and without costs and fees to any party.
2. The parties have entered into a separate Settlement Agreement. The Court shall retain jurisdiction and competency over this matter in order to enforce this Stipulation or the Settlement Agreement. Any party may reopen this matter by motion to this Court in the event of a violation or alleged violation of this Stipulation or of the Settlement Agreement.

IT IS FURTHER STIPULATED that an Order to this effect may be entered without further notice to either party.

Dated: _____, 2019.

**WAL-MART REAL ESTATE
BUSINESS TRUST**

BY: Gimbel Reilly Guerin & Brown LLP

Christopher L. Strohbehm
State Bar ID 1041495

Dated: _____, 2019.

CITY OF FRANKLIN

BY: Crivello Carlson, S.C

Ryan G. Braithwaite
State Bar ID No. 1037232

EXHIBIT B

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 08

MILWAUKEE COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,

Plaintiff,

v.

Case No. 17-CV-12974
Consolidated
Money Judgment – 30301

CITY OF FRANKLIN

Defendant.

ORDER FOR DISMISSAL

Based upon the Stipulation signed by the parties and filed with the court on _____
2019, IT IS HEREBY ORDERED that this case is dismissed, subject to the terms of that
stipulation, with prejudice and without court costs and fees to any party.

Dated this ____ day of _____, 2019.

BY THE COURT:

<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;">5/21/2019</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Settlement Agreement Between Menard, Inc. and the City of Franklin, Wisconsin, for Milwaukee County Circuit Court Case No. 16-CV-8734 (Consolidated) for the 2016-2018 Property Tax Years for the Store Located at 10925 W. Speedway Drive in Franklin</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G, 25.</i></p>

Menard, Inc. filed claims for 2016, 2017, and 2018 Excessive Property Assessments with the Milwaukee County Circuit Court, Case No. 16-CV-8734 (Consolidated) for the store located at 10925 W. Speedway Drive in Franklin. The Menard property consists of a 161,640 square foot retail building with an additional 10,125 square foot mezzanine space, a 40,608 square foot covered garden center, and a 23,100 square foot lumber warehouse on approximately 19 acres of land. The property was assessed at \$10,106,800 and \$10,013,300 in each tax year at issue, which equates to \$62.52/sf based on the 161,640 main retail space. Menards, Inc. contends that the value of the property is no greater than \$5,500,000.

The League of Wisconsin Municipalities Mutual Insurance Company provided defense of the claims and assigned Attorney Ryan Braithwaite with Crivello Carlson, S.C. to the defense. Attorney Braithwaite met with the Common Council in closed session on May 7, 2019 regarding this claim and consideration of strategies, including a possible settlement.

Attached is a Settlement Agreement prepared by Attorney Braithwaite based on an agreed value of \$9,500,000 (\$58.77/sf) for 2016, \$9,000,000 (\$55.67/sf) for 2017, and \$8,500,000 (\$52.58/sf) for 2018, which, as indicated in the document, results in a refund payable to Menard, Inc. of property taxes previously paid by or billed in the amount of \$65,396.21 for the tax years 2016, 2017, and 2018. The Settlement Agreement also stipulates that "as long as the 2019 assessment does not exceed \$8,400,000, Menard shall not file an action or claim for refund in any form for any property taxes paid with respect to the 2019 assessment of the Property".

As the property is not located within a TIF District, approximately 25% of the cost, \$16,349, if approved, will be a cost against the City's General Fund where the tax payments were originally deposited. A budget modification for the City portion is necessary to establish the appropriation to support the payment, and said budget modification is elsewhere on the agenda. The budget modification will reduce the Restricted Contingency and create the necessary offsetting appropriation.

The Settlement Agreement also stipulates that the City shall pay the refund of taxes in full within 30 days of the date this Agreement is signed by both parties. Also attached as part of the Settlement Agreement is a "Stipulation for Dismissal" (Exhibit A) and "Order for Dismissal" (Exhibit B). No later than 10 days after Menard, Inc. receives payment in full of the refund of taxes, the parties will enter into a stipulation, signed by their respective attorneys, for the dismissal of the Case and file the stipulation with the Court.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor to execute the Settlement Agreement, as prepared by Attorney Ryan Braithwaite of Crivello Carlson, S.C. on behalf of the City of Franklin, between Menard, Inc. and the City of Franklin, Wisconsin, relative to Milwaukee County Circuit Court Case No. 16-CV-8734 (Consolidated) for the 2016-2018 Tax Years whereby the City shall issue a refund payable to Menard, Inc. in the amount of \$65,396.21, subject to approval of a budget modification to establish the necessary appropriation.

SETTLEMENT AGREEMENT

This Agreement is between Menard, Inc. ("Menard" or "Plaintiff"), and the City of Franklin, Wisconsin (the "City"). Menard is a domestic corporation licensed to conduct business in the State of Wisconsin. The City is a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Property" means the real estate comprising the land and improvements located at 10925 West Speedway Drive in the City, more generally known as the Menard's Home Improvement Retail Store, within the City, parcel no.704-1007-000.

(b) "Case" means the action pending in the circuit court for Milwaukee County, Wisconsin titled *Menard, Inc. v. City of Franklin*, Case Nos. 16-CV-8734 (Consolidated), for the 2016-2018 tax years.

(c) "Court" means the Circuit Court for Milwaukee County.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The City shall issue a refund payable to Menard, Inc., or to another account designated by Plaintiff in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$65,396.21 as a refund of property taxes previously paid by or billed to Plaintiff based on the property tax assessment of the Property for the tax years 2016, 2017 and 2018, based on an agreed value of \$9,500,000 for 2016, \$9,000,000 for 2017, and \$8,500,000 for 2018. The parties agree that no portion of this amount constitutes interest.

3. 2019 Assessment. As long as the 2019 assessment does not exceed \$8,400,000, Menard shall not file an action or claim for refund in any form for any property taxes paid with respect to the 2019 assessment of the Property. In the event the 2019 assessment exceeds this amount, then Menard shall have the right to file a claim for refund for the amount of property taxes paid on the 2019 value in excess of \$8,400,000.

4. Waiver of Costs. Each party waives all claims for costs.

5. Time of Payments. The City shall pay the refund of taxes in full, as provided in Section 2 of this Agreement, within 30 days of the date this Agreement is signed by both parties.

6. Stipulation for Dismissal. No later than ten days after Plaintiff receives payment in full of the refund of taxes provided in section 2 of this Agreement, the parties shall (a) enter into a stipulation, attached hereto as Exhibit A, signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits, with prejudice, and without costs to either party; and (b) file the stipulation with the Court.

7. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

8. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

9. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

10. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

11. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute. The parties agree that the Court retains jurisdiction to enforce this Agreement and that a party may ask the Court to enforce this Agreement by filing a motion in the Case and serving the same on the other party.

12. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

13. No Assignment or Transfer. Plaintiffs represent and warrant that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

14. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

15. Use of this Agreement. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

16. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Plaintiff for any of the claims asserted in the Case or Plaintiff's objections to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2016, January 1, 2017, January 1, 2018, January 1, 2019, or any other date nor any other admission concerning the assessment of Plaintiff's property. In addition, none of the agreed upon values or assessments shall be admissible in any proceeding or assessment challenge in any subsequent year.

17. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

18. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

19. Authorization to Sign Agreement. Each person signing this Agreement on behalf of any party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

20. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

Dated: _____, 2019.

MENARD, INC.

BY: Gimbel Reilly Guerin & Brown LLP

Christopher L. Strohbehn
State Bar ID 1041495

Dated: _____, 2019.

APPROVED AS TO FORM

BY: Crivello Carlson, S.C.
131 W. Wilson St., #1004
Madison, WI 53703

Ryan G. Braithwaite
State Bar ID No. 1037232

Dated: _____, 2019.

CITY OF FRANKLIN

By: Steve Olson, Mayor

EXHIBIT A

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 22

MILWAUKEE COUNTY

MENARD, INC.

Plaintiff,

v.

Case No. 16-CV-8734
Consolidated
Money Judgment – 30301

CITY OF FRANKLIN

Defendant.

STIPULATION FOR DISMISSAL

IT IS STIPULATED by the parties, through their respective counsel, as follows:

1. The claims in this action shall be dismissed with prejudice and without costs and fees to any party.
2. The parties have entered into a separate Settlement Agreement. The Court shall retain jurisdiction and competency over this matter in order to enforce this Stipulation or the Settlement Agreement. Any party may reopen this matter by motion to this Court in the event of a violation or alleged violation of this Stipulation or of the Settlement Agreement.

IT IS FURTHER STIPULATED that an Order to this effect may be entered without further notice to either party.

Dated: _____, 2019.

MENARD, INC.

BY: Gimbel Reilly Guerin & Brown LLP

Christopher L. Strohbehn
State Bar ID 1041495

Dated: _____, 2019.

CITY OF FRANKLIN

BY: Crivello Carlson, S.C

Ryan G. Braithwaite
State Bar ID No. 1037232

EXHIBIT B

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH 22

MILWAUKEE COUNTY

MENARD, INC.

Plaintiff,

v.

Case No. 16-CV-8734
Consolidated
Money Judgment – 30301

CITY OF FRANKLIN

Defendant.

ORDER FOR DISMISSAL

Based upon the Stipulation signed by the parties and filed with the court on _____
2019, IT IS HEREBY ORDERED that this case is dismissed, subject to the terms of that
stipulation, with prejudice and without court costs and fees to any party.

Dated this ____ day of _____, 2019.

BY THE COURT:

APPROVAL <i>Slw</i> <i>PR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2019
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND FOR FISCAL YEAR 2019 TO RECLASSIFY APPROPRIATIONS FROM CONTINGENCY FOR TRAFFIC SIGNAL AND ENGINEERING SERVICES TO HIGHWAY PROJECTS	ITEM NUMBER <i>G. 26.</i>

Background

On June 12, 2017 the Common Council authorized \$3,084 for work on the traffic signal at S 76th and Rawson Avenue using Contingency Appropriations in the Capital Improvement Fund. The signal work was recently completed and expenditures made.

On December 18, 2018 the Common Council authorized \$45,000 of Capital Improvement Fund Contingency Appropriations for design work on Elm Road East of S 27th Street (in Oak Creek) related to a proposed entrance to a new Business Park in that area. Work on this project is wrapping up at this time.

These expenditures are more appropriately classified as highway road capital expenditures. Classifying them as such will protect future General Transportation Aids.

Analysis

Should the proposed budget amendment be adopted, there would be \$99,984 of 2019 Contingency appropriations still available in the Capital Improvement Fund.

Recommendation

Staff recommends adoption of the proposed Capital Improvement Fund 2019 Budget amendment.

COUNCIL ACTION REQUESTED

Motion to adopt an Ordinance to amend Ordinance 2018-2345, an Ordinance adopting the 2019 annual budgets for the Capital Improvement Fund for fiscal year 2019 to reclassify appropriations from contingency for traffic signal and engineering services to highway projects

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019 _____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND FOR FISCAL YEAR 2019 TO RECLASSIFY APPROPRIATIONS FROM CONTINGENCY FOR TRAFFIC SIGNAL AND ENGINEERING SERVICES TO HIGHWAY PROJECTS

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for the City of Franklin on November 13, 2018; and

WHEREAS, the 2019 Capital Improvement Contingency appropriations were increased for two incomplete projects from prior years; and

WHEREAS, on June 12, 2017 the Common Council authorized \$3,084 for work on the traffic signal at S 76th Street and W Rawson Ave using Contingency appropriations in the Capital Improvement Fund; and

WHEREAS, the signal work at S 76th and W Rawson Ave was billed in 2019 and charged to Contingency in the Capital Improvement Fund; and

WHEREAS, on December 18, 2018 the Common Council authorized \$45,000 for engineering work on a project involving W Elm Street from Capital Improvement fund Contingency appropriations; and

WHEREAS, the engineering work was recently completed and billed to Contingency in the Capital Improvement Fund; and

WHEREAS, both projects would provide additional Transportation Aids base if charged to Highway project costs; and

WHEREAS, the above expenditures would better be classified as highway project costs to capture the Transportation Aids base.

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

Section 1 That a 2019 Capital Improvement Budget for be adjusted as follows:

Capital Improvement Fund			
Contingency		Decrease	\$ 48,100
Highway	Signals	Increase	3,100
Highway	Road Construction	Increase	45,000

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 _____ day of _____, 2019.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 18, 2018
Reports & Recommendations	RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT NOT TO EXCEED \$20,000 WITH JACOBS ENGINEERING FOR THE REDESIGN OF WISDOT'S IMPROVEMENTS OF W. ELM ROAD FROM I-94 TO S. 27TH STREET	ITEM NO. G.S

BACKGROUND

The Wisconsin Department of Transportation (WISDOT) is proceeding with the construction of I-94 that will include W. Elm Road improvements from I-94 to S. 27th Street. As part of the City's design of a proposed business park west of S. 27th Street, North of W. County Line Road and south of W. Oakwood Road, the City has been coordinating with WISDOT. Franklin's Traffic Impact Analysis (TIA) was just approved by WISDOT and it illustrates that any development in the new business park will require some modifications to the W. Elm Road / S. 27th Street intersection as well as an added west bound lane on W. Elm Road from I-94 to S. 27th Street.

ANALYSIS

On December 13, 2018, Staff discussed the needed improvements with WISDOT and it appears that an immediate redesign of W. Elm Road from I-94 to S. 27th Street could greatly minimize the cost to Franklin in the future when the business park is developed. According to WISDOT staff, "a redesign of the project now will save millions of dollars to the City and eliminate a lot of throwaway work." A cursory view of the modifications by WISDOT indicate that there would be a minimal change to the current contract. The WISDOT contractor is expected to start installing storm sewer along this route in January 2019.

WISDOT would require Franklin to engage the WISDOT designer of record (Jacobs Engineering) to modify the road plans and also require Franklin to enter into a State Municipal Agreement (SMA) specifying Franklin would be required to pay for any increase in cost.

Note that Staff has determined that any work outside of the City is not an eligible tax increment district (TID) cost. Even with this work accommodated within the WISDOT project, the TIA indicates that a future lane is needed. The future cost is expected to be over \$1 million.

OPTIONS

- A. Instruct Staff to finalize and execute a design contract with Jacobs Engineering for a fee not to exceed \$20,000 for the design modifications to WISDOT's improvements to W. Elm Road, or
- B. Refer back to Staff with further direction.

PO 79275

FISCAL NOTE

The 2018 Capital Improvement plan has available contingency appropriations for this project.

*46,0199,5499 *45,000*

RECOMMENDATION

(Option A) Resolution 2018-_____ a resolution to authorize a professional services contract not to exceed \$20,000 with Jacobs Engineering for the redesign of WISDOT's improvements of W. Elm Road from I-94 to S. 27th Street.
 Engineering Department: GEM

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 06/12/2017
Reports & Recommendations	A RESOLUTION AUTHORIZING LOCAL / COUNTY AGREEMENT WITH MILWAUKEE COUNTY FOR ADDITION OF LIGHTS TO THE INTERSECTION OF CTH U (S. 76TH STREET) AND CTH BB (W. RAWSON AVENUE)	ITEM NO. <i>C.</i>

BACKGROUND

Milwaukee County is making improvements to the intersection of CTH U (S. 76th Street) and CTH BB (W. Rawson Avenue) through a Federal Highway Safety Improvement Program (HSIP). HSIP funds highway safety projects at sites that have experienced a high crash history.

The City of Franklin currently owns and maintains the street lighting system for both of the affected roads. There are four lights that need to be moved to accommodate the new median configurations. As with other recent projects, the City inquired if the lighting could be incorporated into the construction of the county facilities. The contractor proposed a change order and the county would like to have an answer from the city as soon as possible.

As proposed, the contractor will substitute the four traffic signal poles with poles that can accommodate lights. In addition, the electricity to the lights will be fed with the electricity to the signals, which are a County expense.

ANALYSIS

Staff has estimated that using in-house resources, it would cost the city about \$20,000 to relocate lights to accommodate the County's work. To have the County replace the signal poles and accommodate lights, the proposed change order is \$26,814.00. The county always adds 15% Engineering and Contingency change to the City resulting in an estimated \$30,861.10. Note that the estimate is a unit price project.

As a HSIP project, the local agency (Milwaukee County) only pays 10% of the project. Therefore, the estimated cost to the City would be $\$26,814.00 \times 10\% + 15\% = \$3,083.61$.

If the project exceeds the estimate cost, the HSIP funds would be tapped out and the additional funding would be 100% local. The county is requiring that the HSIP funding be first allocated to their costs and the City would be required to fund the light change order at 100% - or any portion thereof. For example, if something like contaminated soils were encountered, and the project costs exceeds the HSIP total by \$10,000, the City would pay

$$[(100\% \times \$10,000) + (10\% \times \$26,814 - \$10,000)] + 15\% = \$13,433.61$$

To summarize, it is anticipated that the City cost would be \$3,083.10 but could cost \$30,861 if the project encounters any significant change orders.

OPTIONS:

Approve the Local/County Agreement with Milwaukee County for addition of lights to the intersection of CTH U (S 76th Street) and CTH BB (W. Rawson Avenue); or
Table

FISCAL NOTE

\$31,000 is available, if needed, from the Capital Improvement Fund Contingency. This will need Common Council authorization.

6/12/17 APPROPRIATION FROM FY 16 GEN CONTINGENCY

BA WILL MOVE TO HOW PROJECT FOR \$30861

*PO
NEEDS
79007*

*Protect
Budget*

RECOMMENDATION

Motion to adopt a Resolution authorizing Local / County Agreement with Milwaukee County for addition of lights to the intersection of CTH U (S. 76th Street) and CTH BB (W. Rawson Avenue), subject to technical review and correction by City Attorney, and authorizing funding to come from contingency appropriation in the Capital Improvement Fund.

Department of Engineering GEM

<p>APPROVAL <i>Slw</i> <i>PA</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE May 21, 2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGET FOR THE GENERAL FUND TO RECLASSIFY CONTINGENCY APPROPRIATIONS FOR A QUARRY SURVEY AND TO RE-APPROPRIATE UNUSED 2018 APPROPRIATIONS FOR THE SENIOR TRAVEL PROGRAM</p>	<p>ITEM NUMBER <i>G.27.</i></p>

Background

The Common Council directed on March 19, 2019 that a quarry survey be taken with \$6,000 of Contingency Appropriations. That expenditure is more appropriately classified as a Planning expenditure.

The Common Council directed on May 7, 2019 that a budget amendment be drafted that brings forward \$1,450 of unused 2018 Senior Travel appropriations to the 2019 Budget.

Recommendation

Staff recommends adoption of the attached proposed 2019 Budget Amendment.

Fiscal Impact

The proposed amendment reclassifies \$7,450 of Unrestricted Contingency appropriations in the General Fund to Planning and Senior Travel Appropriations. Upon adoption of this proposed amendment, \$89,550 of 2019 Unrestricted Contingency appropriations will be available.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2018-2345, an Ordinance adopting the 2019 annual budget for the General Fund to reclassify contingency appropriations for a quarry survey and to re-appropriate unused 2018 appropriations for the Senior Travel Program

Roll Call Vote required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019 _____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGET FOR THE GENERAL FUND TO RECLASSIFY APPROPRIATIONS FOR A QUARRY SURVEY AND TO RE-APPROPRIATE UNUSED 2018 APPROPRIATIONS FOR THE SENIOR TRAVEL PROGRAM

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for the City of Franklin on November 13, 2018; and

WHEREAS, the Common Council directed a quarry survey be taken on March 19, 2019 utilizing Contingency appropriations; and

WHEREAS, a quarry survey expenditure should be classified as a Planning Department expenditure rather than Contingency expenditure; and

WHEREAS, on May 7, 2019 the Common Council directed that a budget amendment be drafted to carryforward \$1,450 of unused 2018 Senior Travel appropriations to 2019.

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

Section 1 That a 2019 General Fund Budget be amended as follows:

General Fund				
	Contingency	Unrestricted	Decrease	7,450
	Planning	Non-Personnel	Increase	6,000
	Recreation	Non-Personnel	Increase	1,450

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 ____ day of _____, 2019.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

COMMITTEE AND
PDD NO. 23 AND 24
STANDARDS

addition of a new survey of both north/south boundary along S. 51st Street and the east/west boundary along W. Drexel Avenue and that the surveying funds come from the General Fund (Contingency), or as appropriate, at a cost not to exceed \$6,000 and further that the survey point would be from the current centerline of S. 51st Street. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderwoman Wilhelm moved to have staff address the existing complaint regarding the setback as it relates to the field of loose material beyond the blasting area, and the survey needs to address blasting areas and that a letter be sent to Payne and Dolan notifying them of the City's concerns and the request to fund an additional survey in the Stantec contract for this year, and to address any fine language within the letter. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderwoman Wilhelm moved to direct the City Attorney to provide an opinion on the ability of the City to revisit the Planned Development District No. 23 and 24 Standards pertaining to blasting levels allowed by the two PDDs with a date to return back to the Council no later than the last meeting in June 2019. Seconded by Alderman Barber. All voted Aye; motion carried.

REPLACEMENT OF FIRE
ENGINE

G.5. Alderman Taylor motion to authorize the Mayor and Director of Clerk Services, and other staff as required, to execute a purchase contract, funded through the Equipment Replacement Fund, with Seagrave Fire Apparatus, LLC, for replacement of Engine #206, a 1999 Fire Engine, with a 2019 Seagrave Model TB50CA, Marauder Pumper for \$633,395. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2019-7474
CONDITIONALLY
APPROVING A
CONDOMINIUM PLAT
FOR PARK CIRCLE
CONDOMINIUMS (9733
S. 76TH ST.) (NEUMANN
DEVELOPMENTS, INC.,
APPLICANT)

G.6. Alderman Nelson moved to adopt Resolution No. 2019-7474, A RESOLUTION TO AMEND RESOLUTION NO. 2017-7291, A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR PARK CIRCLE CONDOMINIUMS AT APPROXIMATELY 9733 SOUTH 76TH STREET (NEUMANN DEVELOPMENTS, INC., APPLICANT), TO INCLUDE AND DEPICT ALL PROPOSED 54 CONDOMINIUM UNITS UPON THE PLAT, INCLUDING IN THE WIS. STAT. §703.26 EXPANDING CONDOMINIUM AREAS; TO RATIFY AND APPROVE NUNC PRO TUNC THE RECORDING OF THE PLAT ON FEBRUARY 21, 2019 AS DOCUMENT #10849951; TO WAIVE ANY PRIOR REGULATORY TIME LIMITS FOR THE RECORDING OF THE PLAT; TO AUTHORIZE DEPARTMENT OF CITY DEVELOPMENT AND ENGINEERING DEPARTMENT STAFF TO REVIEW FOR APPROVAL ALL FORTHCOMING

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/7/2019
REPORTS & RECOMMENDATIONS	Franklin Senior Citizens Travel Program Update for 2018 Year End	ITEM NUMBER 

To fulfill the June 19, 2007 directive of the Common Council requesting that an update of the Franklin Seniors Travel Program be prepared semi-annual, attached is correspondence from Mr. Basil Ryan on January through December 2018 trip statistics and activities.

The 2018 budget for the Senior Travel Program was \$12,000. For the period January 1, 2018 through December 31, 2018, a total of eight (8) trips were taken where the bus transportation for each was paid by the City, expending \$10,550 against the \$12,000 Senior Travel Program Budget for 2018, leaving an unspent balance of \$1,450.

Page two of the report indicates that the program underspent the 2018 budget by \$1,450. The document indicates a request to carry forward the 2018 unspent appropriations of \$1,450 to 2019. To do so, a budget modification would be required.

COUNCIL ACTION REQUESTED

Motion to accept and file the Senior Travel Program 2018 year-end report.

OR

Approved

Motion to accept and file the Senior Travel Program 2018 year-end report and to direct the Finance Director to bring forward a 2019 Budget modification to re-appropriate \$1,450 of unused 2018 appropriations.

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APPROVAL <i>Slw</i> <i>AK</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE May 21, 2019
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE SELF INSURANCE FUND FOR THE CITY OF FRANKLIN TO ESTABLISH AN APPROPRIATION FOR TRANSFERS TO OPERATING FUNDS FOR HEALTH SAVINGS ACCOUNT CONTRIBUTIONS	ITEM NUMBER <i>G.28.</i>

Background

The 2019 Adopted Budget for the Self Insurance Fund appropriated \$59,250 to be transferred to the General Fund supporting employer contributions to Health Savings Accounts for those employees electing the High Deductible option in the health plan. 2019 was the first year this health plan option was offered, as such management estimated participation and cost for this option.

Generally, participation in a high deductible plan causes participants to be more aware of the cost of health benefits and make decisions which reduce the overall cost of the program.

Actual participation in the high deductible plan exceeded expectations, such that employer costs for high deductible plan contributions total \$100,375, with the bulk of the contributions in the General Fund, but employees in the Sewer fund, Library Fund and Grants fund all made elections requiring the contributions.

The Self Insurance fund received a \$122,312 unexpected refund of Stop Loss Premiums. This 2018 resource was targeted to fund the 2019 employer contributions to the health savings accounts. Once made, the contribution becomes the sole property of the participant, and no longer available to the City.

Analysis

An earlier amendment transferred the estimated health savings account contribution from Contingency to the individual departments where the expenditure is captured and controlled. Now that participation is known, a more accurate reflection of the cost by department can be made. The proposed amendment appropriates additional transfers from the Self insurance fund, where the premium refund resides, to three funds [General Fund, Grant Fund and Sewer Fund] where the actual cost will be reflected. In addition, the estimated program cost reflected in the initial budget amendment, is adjusted to reflect actual participation costs in the proposed amendment.

The premium refund in the Self Insurance Fund resides in opening 2019 fund balance, and the transfer to the other funds provides the resource for the health savings account expenditures.

The Library Fund was provided additional transfer resources to include the additional costs associated with the health savings account.

Recommendation

Staff recommends the adoption of the proposed Budget amendment ordinance.

Fiscal Impact

The additional appropriation is funded by a transfer from the Self Insurance Fund, and thus retaining a balanced 2019 operating budget (before contingency).

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance 2019-____ to amend Ordinance 2018-2345, an ordinance adopting the 2019 annual budgets for General Fund, Grant Fund, Sanitary Sewer Fund and the Self Insurance Fund for the City of Franklin to increase an appropriation for employer support for employee health savings accounts.

Roll Call Vote required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2019 _____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE GENERAL FUND, GRANTS FUND, SANITARY SEWER FUND AND SELF INSURANCE FUND FOR THE CITY OF FRANKLIN TO INCREASE AN APPROPRIATION FOR EMPLOYER SUPPORT FOR EMPLOYEE HEALTH SAVINGS ACCOUNTS

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for the City of Franklin on November 13, 2018; and

WHEREAS, the employee health benefit plan changed from one plan offering an option of two choices, one of those including a high deductible option involving a health savings account; and

WHEREAS, the City agreed to make a contribution to the health savings account for those employees electing that option from a 2018 resource of a refund of Stop Loss Premiums in the Self Insurance Fund; and

WHEREAS, a budget amendment was adopted earlier to reflect the estimated amounts needed for anticipated elections of high deductible plans; and

WHEREAS, actual participation in the high deductible plan requiring employer contributions to the health savings account exceeded original estimates; and

WHEREAS, additional resource is available in the Self Insurance Fund to transfer to the General, Grants and Sanitary Sewer Fund for those elections.

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

Section 1 That the 2019 General Fund Budget is amended as follows:

Transfers In		Increase	30,625
Police	Personnel Services	Decrease	1,625
Dispatch	Personnel Services	Decrease	3,750
Inspection	Personnel Services	Decrease	1,500
Engineering	Personnel Services	Decrease	1,500
Health	Personnel Services	Decrease	1,500
Parks	Personnel Services	Decrease	3,000

Section 2 That the 2019 Grants Fund Budget is amended as follows:

Health Grants	Personnel Services	Increase	1,500
	Transfers In	Increase	1,500

Section 3 That the Sanitary Sewer Fund 2019 Budget is amended as follows:

Sewer	Personnel Services	Increase	6,750
	Transfers in	Increase	6,750

Section 4 That the Self Insurance Fund 2019 Budget is amended as follows:

Transfers Out	General Fund	Increase	30,625
Transfers Out	Health Grant	Increase	1,500
Transfers Out	Sewer Fund	Increase	6,750

Section 5 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 ____ day of _____, 2019.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>May 21, 2019</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Opioid Crisis Litigation. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to governmental entities litigation involving manufacturers and distributors of opiates with regard to the opioid crisis , in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p>ITEM NUMBER</p> <p><i>G.29.</i></p>
<p>The above subject matter has been reviewed by the Chief of Police, the Fire Chief, the Director of Health and Human Services and the City Attorney. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to governmental entities litigation involving manufacturers and distributors of opiates with regard to the opioid crisis, in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to governmental entities litigation involving manufacturers and distributors of opiates with regard to the opioid crisis, in which it is likely to become involved, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 05/21/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.

See attached listing from meeting of May 21, 2019.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Aldermen's Room

May 21, 2019 – 5:45 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Day Care 2019-2020 5:50 p.m.	Discovery Days Childcare III, Inc. DBA Discovery Days Childcare 9758 S Airways Ct Kristopher Kraussel, Manager			
Operator 2018-2019 New 5:55 p.m	Grace A Cole 10863 S 60 th St Franklin, WI 53132 Hideaway Pub & Eatery			
Operator 2018-2019 New 6:00 p.m	Sandy Y Gallagher 1707 Ellis Ave Racine, WI 53402 On the Border			
Operator 2018-2019 New 6:05 p.m	Zachary M Grmick 10202 W Ridge Rd Hales Corners, WI 53130 Tuckaway Country Club			
Operator 2018-2019 New	Megan Bramer 711 Lakeview Ave South Milwaukee, WI 53172 Kwik Trip #857			
Operator 2018-2019 New	Nadine E Dentice 4514 S Adams Ave #2 Milwaukee, WI 53207 Hideaway Pub & Eatery			
Operator 2018-2019 New	Bianca J Gresl 10653 S 76 th St Franklin, WI 53132 Hideaway Pub & Eatery			
Operator 2018-2019 New	Frank J Janiszewski 12301 W Ryan Rd Franklin, WI 53132 Xaverian Missionaries			
Operator 2018-2019 New	Luis A Nunez-Valadez 1241 S 31 st St Milwaukee, WI 53215 Chili's Grill & Bar			
Operator 2019-2020 Renewal	Luis A Nunez-Valadez 1241 S 31 st St Milwaukee, WI 53215 Chili's Grill & Bar			
Operator 2018-2019 New	Thomas R Perry 3702 W Holmes Ave Greenfield, WI 53221 The Rock Sports Complex			
Operator 2018-2019 New	Craig A Pescheck 7155 S 49 th St Franklin, WI 53132 The Rock Sports Complex			

Operator 2019-2020 Renewal	Craig A Pescheck 7155 S 49 th St Franklin, WI 53132 The Rock Sports Complex			
Operator 2018-2019 New	Kristen Rinke S97W12719 Champions Dr Muskego, WI 53150 Hideaway Pub & Eatery			
Operator 2019-2020 Renewal	Kristen Rinke S97W12719 Champions Dr Muskego, WI 53150 Hideaway Pub & Eatery			
Operator 2018-2019 New	Savana C Weitkuhn 3709 Candle Ct #5 Racine, WI 53402 Mulligan's Irish Pub & Grill			
Operator 2019-2020 Renewal	Savana C Weitkuhn 3709 Candle Ct #5 Racine, WI 53402 Mulligan's Irish Pub & Grill			
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.

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APPROVAL <i>Slw PA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 5/21/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated May 3, 2019 through May 16, 2019 Nos. 173601 through Nos. 173753 in the amount of \$ 1,294,869.82. Included in this listing are EFT's Nos. 4015 through Nos. 4027, Library vouchers totaling \$ 1,797.59, Property Tax Refunds totaling \$2,002.08, Water Utility vouchers totaling \$ 17,262.93 and Knight Barry in the amount of \$565,481.90 which was approved at the Council meeting dated May 7, 2019. Voided checks in the amount of \$ (7,259.28) are separately listed.

Early release disbursements dated May 3, 2019 through May 15, 2019 in the amount of \$ 435,990.97 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 May 10, 2019 is \$ 404,949.35 previously estimated at \$ 418,000.00. Payroll deductions dated May 10, 2019 are \$ 222,595.30 previously estimated at \$ 217,000.00.

The estimated payroll for May 24, 2019 is \$ 390,000.00 with estimated deductions and matching payments of \$ 431,000.00.

***Property Tax refunds are being issued from the City bank account.*

Attached is a list of property tax reimbursements EFT's Nos. 264 through Nos. 265 dated May 3, 2019 through May 16, 2019 in the amount of \$ 1,433.64. These payments have been released as authorized under Resolution 2013-6920.

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

American Deposit	Temp Investment – Tax Funds	\$1,500,000.00
CDW Government	Bitdefender License	\$11,030.00
Franklin Historical Society	Refund-Barn Funds	\$78,914.98
Geographic Mkting	GIS Services	\$11,574.93
OSG	Water/Sewer Processing	\$5,477.12
Quorum Architects	City Hall HVAC, Roof, Fascia	\$41,734.25
R&R Insurance	LWMMI Insurance	\$22,217.00
R&R Insurance	Workers Comp	\$35,469.00
State of WI	LGIP Transfer	\$1,400,000.00
Tyler Technologies	Assessor Services	<u>\$ 5,470.00</u>
TOTAL		\$3,111,887.28

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of May 16, 2019 in the amount of \$ 1,294,869.82 and
- Payroll dated May 10, 2019 in the amount of \$ 404,949.35 and payments of the various payroll deductions in the amount of \$ 222,595.30 plus City matching payments and
- Estimated payroll dated May 24, 2019 in the amount of \$ 390,000.00 and payments of the various payroll deductions in the amount of \$ 431,000.00, plus City matching payments and
- Property Tax refunds and investments with an ending date of May 16, 2019 in the amount of \$ 1,433.64 and
- The release of payment to miscellaneous vendors in the amount of \$ 3,111,887.28.

ROLL CALL VOTE NEEDED