

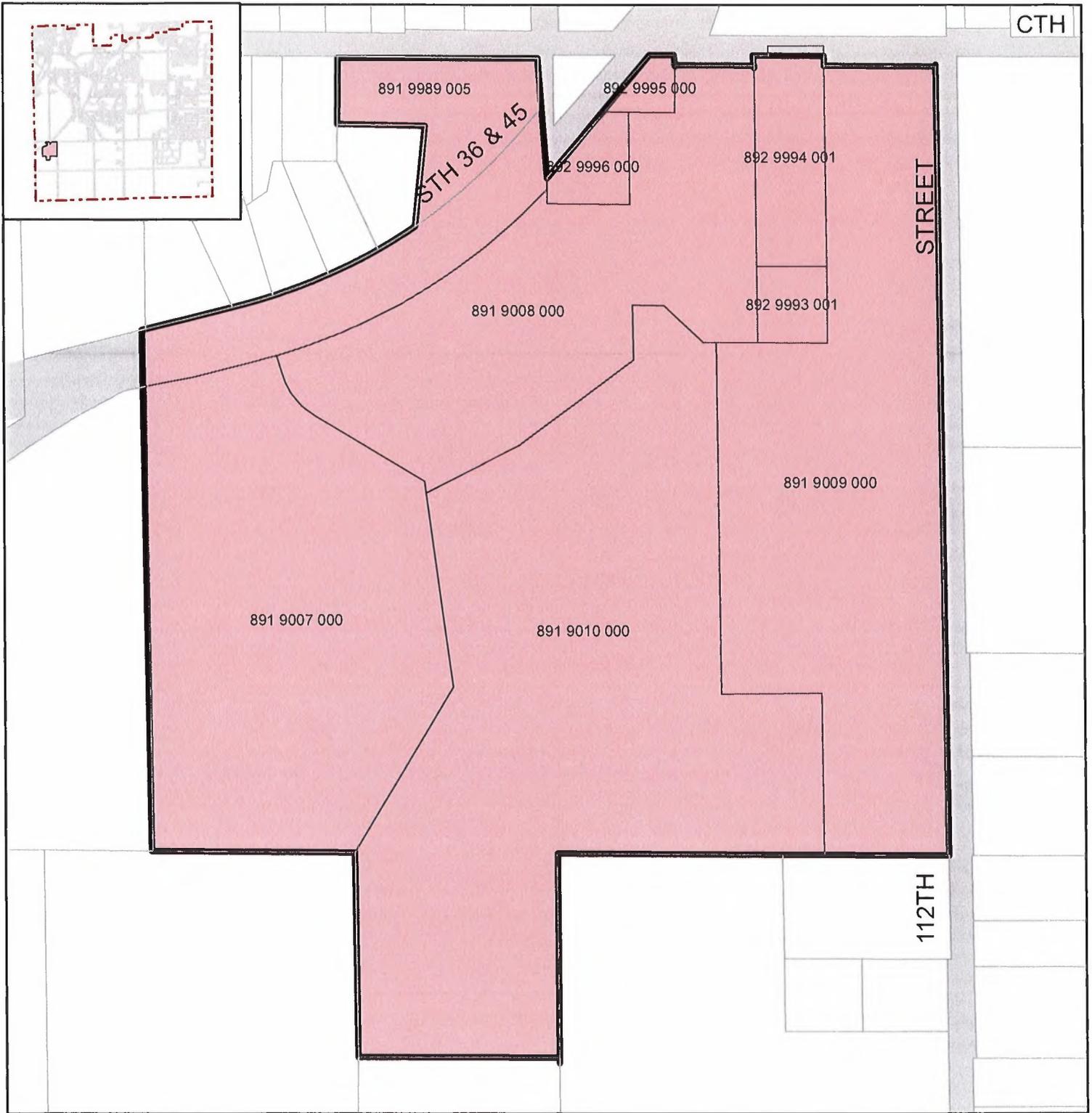
<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>February 17, 2020</b>
<b>REPORTS AND RECOMMENDATIONS</b>	Proposal for Amending the Boundary for Tax Incremental District No. 6 located in the SW corner of W. Ryan Road and S. 112 <sup>th</sup> Street	<b>ITEM NUMBER</b> <i>G12.</i>

The Common Council approved the creation of Tax Incremental District No. 6 (TID 6) on October 16<sup>th</sup>, 2018 for Bear Development for a 145-acre mixed use development. As the district was being formed, Bear Development indicated that they would be buying or gaining control of additional properties that are contiguous to the original boundary of TID 6 and requested that the City consider expanding the boundaries of TID 6 when they were ready to move forward with an expanded plan. These activities have taken place and Bear Development has requested that the City of Franklin Common Council amend the TID 6 boundaries.

The first step in the amendment process is approval of a contract with Ehlers to begin phase 1, the feasibility analysis, of a three-phase contract that culminates with submission to the State of Wisconsin for approval of the amended TID 6.

**COUNCIL ACTION REQUESTED**

A motion to approve \$15,000 for all three phases of TID 6 amendment, with Phases 2 and 3 planned for upon Council review of Feasibility Phase 1, or other action as deemed appropriate by Common Council.



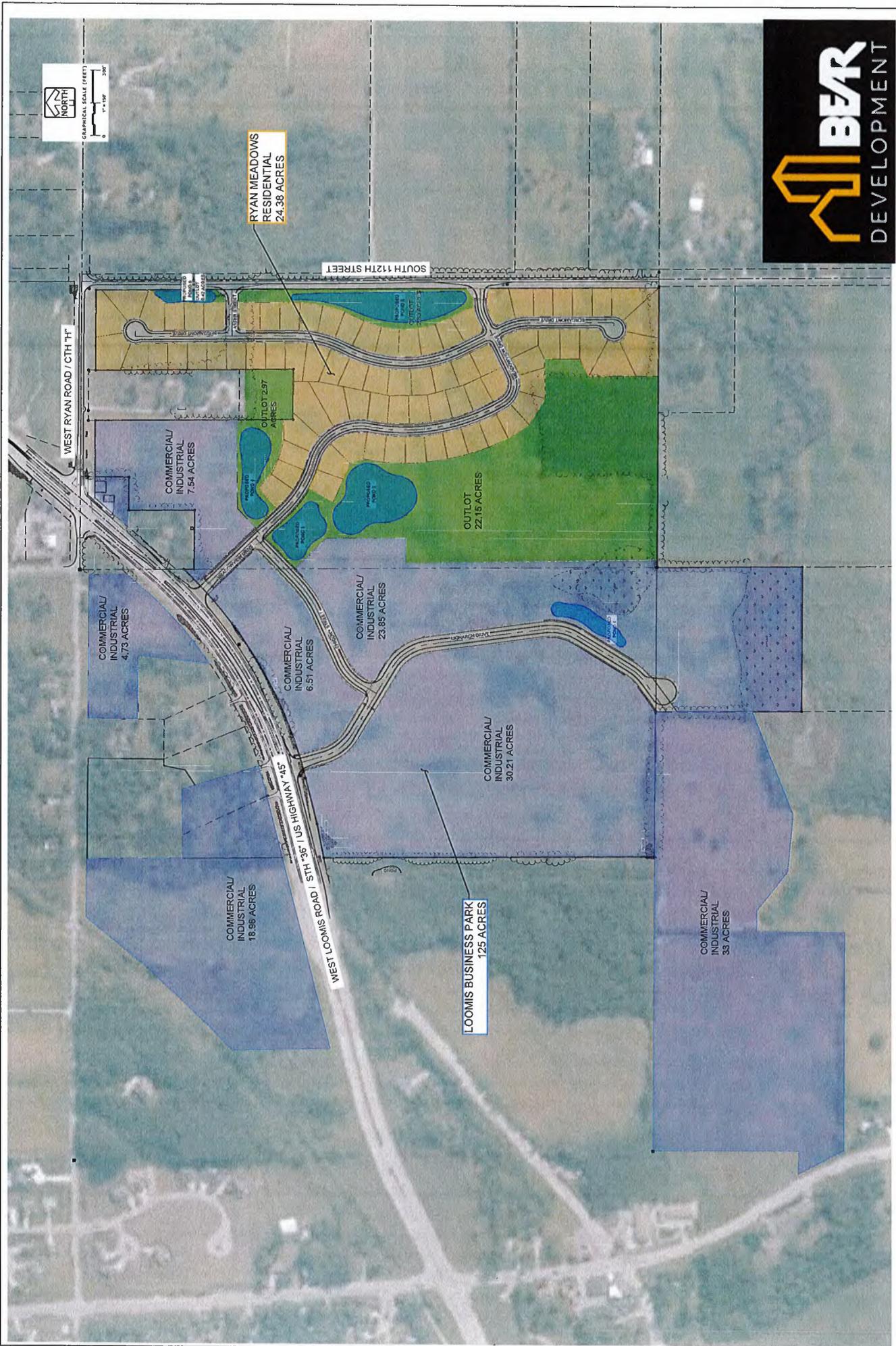
GIS Department  
 9229 W Loomis Rd  
 Franklin, WI 53132  
 www.franklinwi.gov

TID 6



**FROM APPROVED PROJECT PLAN**

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.



**PROPOSED DRAFT BOUNDARY AMENDMENTS**

January 9, 2020

Calli Berg, Director of Economic Development  
Paul Rotzenberg, Director of Finance & Treasurer  
City of Franklin, Wisconsin  
9229 W Loomis Rd  
Franklin, WI 53132

Re: Written Municipal Advisor Client Disclosure with the City of Franklin (“Client”) for 2020 TIF No 6 Territory Amendment (“Project” Pursuant to MSRB Rule G-42)

Dear Calli and Paul:

As a registered Municipal Advisor, we are required by Municipal Securities Rulemaking Board (MSRB) Rules to provide you with certain written information and disclosures prior to, upon or promptly, after the establishment of a municipal advisory relationship as defined in Securities and Exchange Act Rule 15Ba1-1. To establish our engagement as your Municipal Advisor, we must inform you that:

1. When providing advice, we are required to act in a fiduciary capacity, which includes a duty of loyalty and a duty of care. This means we are required to act solely in your best interest.
2. We have an obligation to fully and fairly disclose to you in writing all material actual or potential conflicts of interest that might impair our ability to render unbiased and competent advice to you. We are providing these and other required disclosures in **Appendix A** attached hereto.
3. As your Municipal Advisor, Ehlers shall provide this advice and service at such fees, as described within **Appendix B** attached hereto.

This documentation and all appendices hereto shall be effective as of its date unless otherwise terminated by either party upon 30 days written notice to the other party.

During the term of our municipal advisory relationship, this writing might be amended or supplemented to reflect any material change or additions.

We look forward to working with you on this Project.

Sincerely,

Ehlers



Dawn Gunderson-Schiel, CPFO, CIPMA  
Senior Municipal Advisor/Vice President

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<sup>1</sup> This document is intended to satisfy the requirements of MSRB Rule G-42(b) and Rule G-42(c).

## Appendix A

### Disclosure of Conflicts of Interest/Other Required Information

#### Actual/Potential Material Conflicts of Interest

Ehlers has no known actual or potential material conflicts of interest that might impair its ability either to render unbiased and competent advice or to fulfill its fiduciary duty to Client.

#### Other Engagements or Relationships Impairing Ability to Provide Advice

Ehlers is not aware of any other engagement or relationship Ehlers has that might impair Ehlers' ability to either render unbiased and competent advice to or to fulfill its fiduciary duty to Client.

#### Affiliated Entities

Ehlers offers related services through two affiliates of Ehlers, Bond Trust Service Corporation (BTSC) and Ehlers Investment Partners (EIP). BTSC provides paying agent services while Ehlers Investment Partners (EIP) provides investment related services and bidding agent service. Ehlers and these affiliates do not share fees. If either service is needed in conjunction with an Ehlers municipal advisory engagement, Client will be asked whether or not they wish to retain either affiliate to provide service. If BTSC or EIP are retained to provide service, a separate agreement with that affiliate will be provided for Client's consideration and approval.

#### Solicitors/Payments Made to Obtain/Retain Client Business

Ehlers does not use solicitors to secure municipal engagements; nor does it make direct or indirect payments to obtain or retain Client business.

#### Payments from Third Parties

Ehlers does not receive any direct or indirect payments from third parties to enlist Ehlers recommendation to the Client of its services, any municipal securities transaction or any financial product.

#### Payments/Fee-splitting Arrangements

Ehlers does not share fees with any other parties and any provider of investments or services to the Client. However, within a joint proposal with other professional service providers, Ehlers could be the contracting party or be a subcontractor to the contracting party resulting in a fee splitting arrangement. In such cases, the fee due Ehlers will be identified in a Municipal Advisor writing and no other fees will be paid to Ehlers from any of the other participating professionals in the joint proposal.

#### Municipal Advisor Registration

Ehlers is registered with the Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB).

#### Material Legal or Disciplinary Events

Neither Ehlers nor any of its officers or municipal advisors have been involved in any legal or disciplinary events reported on Form MA or MA-I nor are there any other material legal or disciplinary events to be reported. Ehlers' application for permanent registration as a Municipal Advisor with the (SEC) was granted on July 28, 2014 and contained the information prescribed under Section 15B(a)(2) of the Securities and Exchange Act of 1934 and rules thereunder. It did not list any information on legal or disciplinary disclosures.

Client may access Ehlers' most recent Form MA and each most recent Form MA-I by searching the Securities and Exchange Commission's EDGAR system (currently available at <http://www.sec.gov/edgar/searchedgar/companysearch.html>) and searching under either our Company Name (Ehlers & Associates, Inc.) or by using the currently available "Fast Search" function and entering our CIK number (0001604197).

Ehlers has not made any material changes to Form MA or Form MA-I since that date.

#### **Conflicts Arising from Compensation Contingent on the Size or Closing of Any Transaction**

The forms of compensation for municipal advisors vary according to the nature of the engagement and requirements of the client. Compensation contingent on the size of the transaction presents a conflict of interest because the advisor may have an incentive to advise the client to increase the size of the securities issue for the purpose of increasing the advisor's compensation. Compensation contingent on the closing of the transaction presents a conflict because the advisor may have an incentive to recommend unnecessary financings or recommend financings that are disadvantageous to the client. If the transaction is to be delayed or fail to close, an advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Any form of compensation due a Municipal Advisor will likely present specific conflict of interests with the Client. If a Client is concerned about the conflict arising from Municipal Advisor compensation contingent on size and/or closing of their transaction, Ehlers is willing to discuss and provide another form of Municipal Advisor compensation. The Client must notify Ehlers in writing of this request within 10 days of receipt of this Municipal Advisor writing.

#### **MSRB Contact Information**

The website address of the MSRB is [www.msrb.org](http://www.msrb.org). Posted on the MSRB website is a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the financial regulatory authorities.

## Appendix B Tax Incremental Financing Services

### Scope of Service

Client has requested that Ehlers assist Client with Territory Amendment to Tax Increment District No. 6 (“Project”). Ehlers proposes and agrees to provide the following scope of services:

#### Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether the Project is a statutorily and economically feasible option to achieve the Client’s objectives. This phase begins upon your authorization of this engagement and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

- Consult with appropriate Client officials to identify the Client’s objectives for the Project.
  
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the “but for” test.
  
- Identify preliminary boundaries of the amendment and gather parcel data from Client for parcels to be added. Determine compliance with the following statutory requirements as applicable:
  - Equalized Value test.
  - Purpose test (still meets the requirements of a mixed-use district).
  - Newly-platted residential land use test.
  
- Prepare feasibility analysis report. The report will include the following information, as applicable:
  - Identification of the type of districts.
  - A description of the type, maximum life, expenditure period and other features corresponding to the type of district.
  - A summary of the development assumptions used with respect to timing of construction and projected values.
  - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
  - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
  - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
  - A draft time table for the Project.
  - Identification of how the creation date may affect the district’s valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.

- When warranted, evaluate and compare options with respect to boundaries, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

## Phase II – Project Plan Development and Approval

If the Client elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan, and consideration by the Plan Commission<sup>1</sup>, governing body, and the Joint Review Board. This phase begins after receiving notification from the Client to proceed and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the Client an electronic version of the draft Project Plan for initial review and comment.
- Coordinate with Client staff to confirm dates and times for the meetings indicated within the following table. Ehlers will ensure that selected dates meet all statutory timing requirements and will provide documentation and notices as indicated.

<sup>1</sup>If Client has created a Redevelopment Authority or a Community Development Authority, that body may fulfill the statutory requirements of the Plan Commission related to creation or amendment of the district

Meeting	Ehlers Responsibility	Client Responsibility
Initial Joint Review Board	<p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Mail meeting notice, informational materials, and draft Project Plan to overlapping taxing jurisdictions</p> <p>Provide agenda language to Client.</p> <p>Attend meeting to present draft Project Plan.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law</p> <p>Prepare meeting minutes</p> <p>Designate Client Joint Review Board representative</p> <p>Identify and recommend Public Joint Review Board representative for appointment</p>
Plan Commission Public Hearing	<p>Prepare Notice of Public Hearing and transmit to Client's designated paper.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p>
Plan Commission Public Hearing	<p>For blighted area districts and in need of rehabilitation or conservation districts, provide a format for the required individual property owner notification letters</p> <p>Attend hearing to present draft Project Plan</p>	<p>Prepare and mail individual property owner notices (only for districts created as blighted area, or in need of rehabilitation or conservation)</p> <p>Prepare meeting minutes.</p>
Plan Commission	<p>Provide agenda language to Client</p> <p>Attend meeting to present draft Project Plan</p> <p>Provide approval resolution for Plan Commission consideration</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law</p> <p>Distribute Project Plan &amp; resolution to Plan Commission members in advance of meeting</p> <p>Prepare meeting minutes</p>
Governing Body Action	<p>Provide agenda language to Client</p> <p>Attend meeting to present draft Project Plan.</p> <p>Provide approval resolution for governing body consideration.</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Provide Project Plan &amp; resolution to governing body members in advance of meeting</p> <p>Prepare meeting minutes</p>
Joint Review Board Action	<p>Mail meeting notice and copy of final Project Plan to overlapping taxing jurisdictions</p> <p>Prepare Notice of Meeting and transmit to Client's designated paper.</p> <p>Provide agenda language to Client</p> <p>Attend meeting to present final Project Plan</p> <p>Provide approval resolution for Joint Review Board consideration</p>	<p>Post or publish agenda and provide notification as required by the Wisconsin Open Records Law.</p> <p>Prepare meeting minutes</p>

- Throughout the meeting process, provide drafts of the Project Plan and related documents in sufficient quantity for the Client’s staff, Plan Commission, governing body and Joint Review Board members.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.

**Phase III – State Submittal**

This phase includes final review of all file documents, preparation of filing forms, and submission of the base year or amendment packet to the Department of Revenue. This phase begins following approval of the district by the Joint Review Board and ends with the submission of the base year or amendment packet. As part of Phase III services, Ehlers will:

- Assemble and submit to the Department of Revenue the required base year or amendment packet to include a final Project Plan document containing all required elements and information.
- Provide the Client with an electronic copy of the final Project Plan (and up to 15 bound hard copies if desired).
- Provide the municipal Clerk with a complete electronic and/or hard copy transcript of all materials as submitted to the Department of Revenue for certification.
- Act as a liaison between the Client and the Department of Revenue during the certification process in the event any questions or discrepancies arise.

**Compensation**

In return for the services set forth in the “Scope of Service,” Client agrees to compensate Ehlers as follows:

Phase I	\$ 5,900
Phase II	\$ 7,500
Phase III	\$ 1,600
<b>Total</b>	<b>\$ 15,000</b>

- Phase I base fee includes up to five financial scenarios. Additional scenarios will be run as needed at a cost of \$750/scenario.
- In the event Client determines not to proceed with the Project once a Phase has been authorized, but prior to that Phase’s completion, the compensation due for that Phase will be prorated to reflect the percentage of the work completed.

For any service directed by Client and not covered by this, or another applicable Appendix, Ehlers will bill Client at an hourly rate that is dependent upon the task/staff required to meet Client request at no less than \$125.00/hour and not to exceed \$300.00/hour.

### Payment for Services

For all compensation due to Ehlers, Ehlers will invoice Client for the amount due at the completion of each Phase. Our fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the Client.

### Client Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of Client to pay directly:

- Services rendered by Client's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by Client to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year or amendment packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description. (Needed in Phase III for creation of new districts, or amendments that add or subtract territory).
- Department of Revenue filing fee and annual administrative fees. The current Department of Revenue fee structure is:

<b>Current Wisconsin Department of Revenue Fee Schedules</b>	
Base Year Packet	\$1,000
Amendment Packet with Territory Addition	\$1,000
Amendment Packet with Territory Subtraction	\$1,000
Base Value Redetermination	\$1,000
Amendment Packet	No Charge
Annual Administrative Fee	\$150

## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_\_ day of February, 2020, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N21 W23350 Ridgeview Parkway West, Suite 100, Waukesha, Wisconsin, 53188.

## W I T N E S S E T H

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide financial services;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.

### I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for tax incremental financing services and confidential prospect pro forma review as described in CONTRACTOR's proposals to CLIENT dated January 9, 2020, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

## **II. FEES AND PAYMENTS**

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a combined not-to-exceed budget of \$15,000, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$15,000. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

## **III. MODIFICATION AND ADDITIONAL SERVICES**

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

## **IV. ASSISTANCE AND CONTROL**

- A. Director of Economic Development, Calli Berg, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.

- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Director of Economic Development, Calli Berg CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

**V. TERMINATION**

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

**VI. INSURANCE**

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

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

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

**VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and

charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.
- E. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

## VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of \_\_\_\_\_.

## IX. DISPUTES

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

**X. RECORDS RETENTION**

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

**XI. CONTROLLING TERMS AND PROVISIONS**

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

EHLERS, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME \_\_\_\_\_

TITLE. \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION NO. 2020-\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT WITH EHLERS & ASSOCIATES, INC. FOR TAX INCREMENTAL DISTRICT SERVICES AND AMENDMENT PROFESSIONAL SERVICES

WHEREAS, Tax Incremental District No. 6 (TID 6) was created on November 1, 2018 to create a mixed-use development area for activities proposed by Bear Development that include residential, commercial, and industrial uses; and

WHEREAS, prior to creation of TID 6, Bear Development intended to continue acquiring and gaining control of contiguous properties around the original boundaries of TID 6 with the intention of requesting an amendment to the original boundary once those activities were complete; and

WHEREAS, Bear Development has now acquired or gained control over those additional properties that are intended to be part of the mixed-use development; and

WHEREAS, Ehlers & Associates, Inc. has provided a three-phase proposal that includes a feasibility analysis of the proposed boundary amendment; and

WHEREAS, the Common Council upon the recommendation of City staff having reviewed such proposed agreement for professional consulting services and having found same to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Agreement to Provide Tax Incremental Financing Services with Ehlers & Associates, Inc., in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a meeting of the Common Council of the City of Franklin this 17th day of February 2020.

Passed and adopted at a meeting of the Common Council of the City of Franklin this 17th day of February 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_ NOES \_\_\_ ABSENT \_\_\_

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>February 17, 2020</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>RESOLUTION TO REIMBURSE LOOMIS &amp; RYAN, INC. FOR OVERSIZING WATER MAIN INSTALLED AS PART OF TAX INCREMENT DISTRICT NO. 6 AND THE RYAN MEADOWS SUBDIVISION AND ALSO REIMBURSE VICTORY OF THE LAMB FOR OVERSIZING WATER MAIN INSTALLED PER RESOLUTION 2015-7123</b>	<b>ITEM NUMBER</b> <i>G.13.</i>

**BACKGROUND**

During the design of the Tax Increment District (TID) No. 6 and the Ryan Meadows Subdivision, it was found advantageous, from a system stand point, to extend a water main to the development. The developer, Loomis & Ryan, Inc., was directed to install 16-inch water main and this installation has been completed and placed in operation. The developer is requesting reimbursement for the oversized water main which is allowable per Item 10 of Exhibit E in the development agreement dated January 21, 2020 (Resolution 2020-7585).

*The Developer shall install a 16-inch diameter water main on Loomis & Ryan Roads, 12-inch diameter water main on Monarch Drive and Bergamont Drive from the existing water main located at 11120 Loomis Drive, northeast of the Development. The City shall reimburse to the Developer the cost of the oversize portion of the installation (over an 8" diameter as calculated by the City Engineer) in five equal annual installments, without interest, beginning the February 15th following the completion of the installation, its placement into operation and the final acceptance of same by the City Engineer...*

The project is constructed and has passed all pressure and disinfectant tests. There are some items such as as-builts and final clean up that will be necessary before the line can be accepted, and this is expected to occur in the early spring 2020.

**ANALYSIS**

Staff has verified that the oversizing costs from an 8" system to a 16" system is \$192,218.85. Per the development agreement that outlines five equal payment, the developer is owed \$38,443.77/year. This payment will be made each year from Water Impact Fund.

Note that the developer assisted Victory of the Lamb Church (VOTL) to complete the remainder of the water main required to extend across their property and there is a private agreement to cover those expenses for an 8-inch main system (approximately \$73k). Per the development agreement with VOTL (Resolution 2015-7123), the City will reimburse VOTL for the oversizing costs and staff has verified the amount as \$19,410.83.

Because the February 15<sup>th</sup> deadline has expired, Staff is recommending that the payment to both the developer and VOTL be made for 2020.

**OPTIONS**

- A. Reimburse developer and church for oversizing costs: or
- B. Give further direction to staff

**FISCAL NOTE**

The reimbursement will be paid from the water-impact fee account. The 8-inch system will be paid from TID financing.

**COUNCIL ACTION REQUESTED**

(Option A) Resolution 2020-\_\_\_\_\_ a resolution to reimburse Loomis & Ryan, Inc. for oversizing water main installed as part of Tax Increment District No. 6 and the Ryan Meadows Subdivision. Also direct staff to make initial partial payment of \$38,443.77 to Loomis & Ryan, Inc. in 2020. In addition, reimburse Victory of the Lamb as part of the development agreement adopted in Resolution 2015-7123 for the full amount of oversizing a water main \$19,410.83.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 -

RESOLUTION TO REIMBURSE LOOMIS & RYAN, INC.  
FOR OVERSIZING WATER MAIN INSTALLED AS PART OF  
TAX INCREMENT DISTRICT NO. 6 AND THE RYAN MEADOWS SUBDIVISION AND ALSO  
REIMBURSE VICTORY OF THE LAMB FOR OVERSIZING WATER MAIN INSTALLED PER  
RESOLUTION 2015-7123

-----  
WHEREAS, Common Council adopted Resolution No. 2020-7585 for a Subdivision Development Agreement (SDA) for Tax Increment District No. 6 and the Ryan Meadows Subdivision, and

WHEREAS, Common Council adopted Resolution No. 2015-7123 for a Development Agreement (DA) for Victory of the Lamb Church; and

WHEREAS, both subdivision development agreements include commitments that the City will reimburse the developer for the oversize costs on installing a water main above an 8" diameter size; and

WHEREAS, both water mains have been constructed and placed in service and are eligible for reimbursement by the City as outlined in the SDA and DAs.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that Loomis & Ryan, Inc. be reimbursed for oversizing water main installed as part of Tax Increment District No. 6 and the Ryan Meadows Subdivision \$192,218.85 in five equal payments of \$38,443.77 per year with the first payment to occur in February 2020; and

BE IT FURTHER RESOLVED that Victory of the Lamb be reimbursed for oversizing a water main section installed as part of the development as outlined in Resolution No. 2015-7123 for \$19,410.83 in one payment to occur in February 2020.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_  
GEM

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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> February 17, 2020
<b>Reports &amp; Recommendations</b>	<b>SUPPORT TO MILWAUKEE METROPOLITAN SEWERAGE DISTRICT FOR EXTENSION OF METROPOLITAN INTERCEPTOR SEWER ON S. 27<sup>TH</sup> STREET FROM W. OAKWOOD ROAD TO W. COUNTY LINE ROAD</b>	<b>ITEM NO.</b> <i>G.14.</i>

**BACKGROUND**

Milwaukee Metropolitan Sewerage District (MMSD) owns and maintains a system of metropolitan interceptor sewers (MIS) to receive and convey sanitary sewage from member communities including Franklin, Oak Creek, and Caledonia. Raymond is in the early stages of also becoming a member community.

There is a MIS that extends south on S. 27<sup>th</sup> Street to W. Oakwood Road. This MIS is sufficiently deep to be extended further south, beneath the Root River, and receive sewage from Caledonia and Raymond. To date, MMSD has not included this MIS extension in their capital improvement project lists.

**ANALYSIS**

Staff understands that Oak Creek, Caledonia, and Raymond have asked MMSD to consider this MIS extension. Because the MIS is not extended at this time, the City of Franklin Tax Increment District (TID) No. 4 has had to expend a large amount of funds to construct a pump station and force main that could have been avoided if there were a gravity MIS in the area. The Franklin Sewer Utility will need to fund ongoing maintenance, operation, and electric for the operation of the pump station.

It would take MMSD several years to plan, prioritize, design, fund, and construct the MIS extension. Regardless, it is advantageous to the complete development of the Franklin Corporate Park for MMSD to extend the MIS and ultimately take the pump station out of service.

Enclosed is a draft letter for the Mayor to finalize and send to MMSD expressing Franklin's desire and support for this project. Suggested changes from the Aldermen are appreciated in those efforts.

**OPTIONS**

- A. Provide comments and direction to the Mayor in support of a letter to MMSD, or
- B. Refer back to Staff with further direction.

**FISCAL NOTE**

No impact to current budgets.

**RECOMMENDATION**

(Option A) Provide direction to the Mayor to send/not send a letter of support to Milwaukee Metropolitan Sewerage District for extension of metropolitan interceptor sewer on S. 27<sup>th</sup> Street from W. Oakwood Road to W. County Line Road.

Draft

Kevin Shafer, P.E.  
Executive Director  
Milwaukee Metropolitan Sewerage District (MMSD)  
260 West Seeboth Street  
Milwaukee, WI 53204

Dear Mr. Shafer:

RE: Metropolitan Interceptor Sewer (MIS) Extension Request

As MMSD is completing master plan efforts, the City of Franklin hereby formally requests that MMSD construct an extension of the existing MIS located in S. 27th Street, just south of Oakwood Road, extending southward into Racine County, to serve future growth in the adjacent southern portion of the City. First and foremost, this extension is needed to help foster economic development in this area.

If the MIS extension were completed, the City of Franklin would be able to serve the new Franklin Corporate Park by gravity and abandon an energy-intensive lift station. This will save finances for all sewage rate payers and is a much more sustainable solution for the long term.

The City has held discussions with Raymond about potentially sharing the cost of installing a larger regional sewage pump station locally owned by Franklin. Unfortunately, their development timing did not coincide with ours. Now we understand that WisDOT is planning a significant road improvement (circa 2025) and it would be advantageous for MMSD to construct this sewer prior to WisDOT's project and minimize the inconvenience to the Franklin Corporate Park patrons.

Please advise if there are any questions or if you need any further documentation regarding the above request.

Sincerely,

Mayor Stephen R. Olson  
City of Franklin

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>February 17, 2020</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>DIRECTION TO STAFF FOR WISDOT PROJECT ON S. LOVERS LANE (U.S. 45 / STH 100) FROM W. RAWSON AVENUE TO W. COLLEGE AVENUE</b>	<b>ITEM NUMBER</b> <i>G.15.</i>

**BACKGROUND**

The Wisconsin Department of Transportation (WisDOT) is planning to reconstruct S. Lovers Lane (U.S. 45 / STH 100) from W. Rawson Avenue to W. College Avenue. This will essentially extend the “Hales Corners” project further south.

Anticipated construction is scheduled for 2025. WisDOT is holding a public information meeting on February 27, 2020, from 5:00 to 7:00 p.m. in the library of the Franklin High School. All public is encouraged to attend and learn about some significant changes that are being considered. The significant changes include:

- West Service (Frontage) Road (6991S. Lovers Lane Road). The south access would be closed with a cul-de-sac.
- East Service (Frontage) Road between S. Phyllis Lane and W. Herda Place (6910-7042 S. Lovers Lane). The current WisDOT plans would change this road from two-way to one-way to minimize impacts to property acquisition for the affected properties. Staff has recommended that the one-way be designated as south-bound to minimize T-bone collisions that would occur at W. Herda Place if cars leaving these properties were to want to go south on S. Lovers Lane and there would be a blind spot while trying to make a U-turn.
- W. Cortez Circle / W. Cortez Road. No left turns from the side streets will be allowed. WisDOT will collect new traffic counts in March to confirm decision.
- W. Cortez Circle North / S. Prairie Wood. No left turns from the side streets will be allowed because the median will be closed to accommodate left turn queuing at W. Speedway Drive.
- Venture Drive. No left turns will be allowed because the median will be closed to accommodate left turn queuing at S. Whitnall Edge Road.

Current aerials with some Staff markups are provided. WisDOT is still creating the concept drawings that will be available at the meeting on the 27<sup>th</sup>.

**ANALYSIS**

WisDOT Staff has been meeting with City Staff and need some direction on some issues during this planning phase. Many of these decisions will have impacts on future City budgets. The sooner decisions can be finalized, the sooner WisDOT can provide budget numbers for the City.

**Stock Pile Issue:** Does Franklin have any suggested restrictions on height of stored materials? WisDOT allows contractors to store materials in the work zone. In Hales Corners, the contractor removed concrete pavement, crushed it, then temporarily placed it in the median. There were many complaints from businesses who felt that the stored materials blocked their visibility to adjacent traffic. Since Franklin businesses are set back further from the road, this may not be an issue in Franklin. Restricting stored materials in the work zone will cause increased traffic for materials to be removed and brought back. This extra effort will also require extra construction time for the contractor to remove and replace materials. WisDOT would like Franklin’s input on desired stock pile restrictions, if any.

**Context Sensitive Solutions (CSS):** From WisDOT commitments in 2010 and 2014, there is a maximum of \$371,500 (3% of construction costs) of CSS funds available to Franklin for road amenities such as benches, lighting, signage, etc. (but not including sidewalks). Staff needs direction on what amenities the Common

Council desires. These elements will be placed in the WisDOT plans and depending on the element, Franklin may be responsible for a portion or all of the increased project costs. For example, there is a 50/50 cost share split for new lighting systems (if not a system then 100% local cost). Costs for decorative lights above a standard light pole are 100% local cost. CSS funds can be used for the decorative upgrade. Once Staff is given direction on what the Common Council would like to see in this corridor, estimates for Franklin budgets can be created. Attached are some suggested items provided in the recent re-branding efforts.

**Sidewalks:** The preliminary plans include sidewalks. There is no cost for sidewalks as part of this reconstruction project. The City would have to sign a maintenance agreement for the sidewalks which could be delegated to the residents as other sidewalks in front of properties are delegated. Staff would like confirmation that sidewalks on both sides of the road are desirable.

**Crosswalks:** WisDOT will own and maintain pedestrian crosswalks at signal intersections (W. College Avenue and W. Speedway Drive). If the City would like additional crosswalks at non-signalized intersections, the City would be responsible for the ownership and maintenance of such crosswalks forever. Staff would like confirmation that additional crosswalks are not needed.

The Board of Public Works met on February 11 and provided some additional comments for the Common Council's consideration:

- Contractor should be allowed to store any materials in the right of way to facilitate getting the project done at the earliest possible timeframe.
- Branding Signs should be heavily considered.
- CSS amenities might consider electronic signage.
- The inability to turn left from the Cortez roads is troublesome.
- WisDOT should have strict standards for contractor's dust control.

### **OPTIONS**

A. Give direction to staff on all or some of the above issues: or

B. Table discussion until after the February 27, 2020, WisDOT public information meeting. Aldermen are encouraged to discuss the issues directly with WisDOT representatives

### **FISCAL NOTE**

All items will be earmarked for a future budget. Some items may be paid for from various non-highway and capital improvement funds- such as the room tax. Some items may be assessed to benefited property owners.

### **COUNCIL ACTION REQUESTED**

(Option B) Give direction to staff concerning stock pile issue, context sensitive solution elements, sidewalks, and crosswalks on or after the February 27, 2020, WisDOT public information meeting.

Engineering: GEM

Division of Transportation System Development  
Southeast Region  
141 N.W. Barstow Street  
P.O. Box 798  
Waukesha, WI 53187-0798

Governor Tony Evers  
Secretary Craig Thompson  
[wisconsindot.gov](http://wisconsindot.gov)  
Phone: (262) 548-5902  
FAX: (262) 548-5662  
Email: [ser.dtsd@dot.wi.gov](mailto:ser.dtsd@dot.wi.gov)



February 5, 2020

Name  
Title  
Business Name  
Street  
PO Box  
City State Zip

Greetings,

Project ID: 2040-14-00/70  
US 45 / Rawson Avenue to College Avenue  
Milwaukee County

Please join us for a Public Involvement Meeting to discuss proposed improvements to US 45 (Lovers Lane) from Rawson Avenue to College Avenue, in Milwaukee County.

The meeting is scheduled for Thursday, February 27th, 2020, from 5:00 p.m. to 7:00 p.m., at the Franklin High School located at 8222 South 51<sup>st</sup> Street, Franklin, WI 53132. Come any time as the meeting is an open house with no formal presentation. The meeting will take place in the Library Media Center, please use the main entrance.

The objective of the meeting is to discuss the current scope of work, staging, traffic management and to gather input for this north/south arterial.

The improvement project is currently scheduled to begin in 2025.

We look forward to working with you on this transportation investment. If you have any questions, or if you cannot attend the meeting, but would like to find out more about the project, please contact me at (262) 548-5603 or [douglas.cain@dot.wi.gov](mailto:douglas.cain@dot.wi.gov).

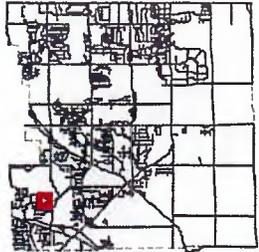
Sincerely,

*Douglas A. Cain*

Douglas A. Cain, P.E.  
WisDOT Project Manager

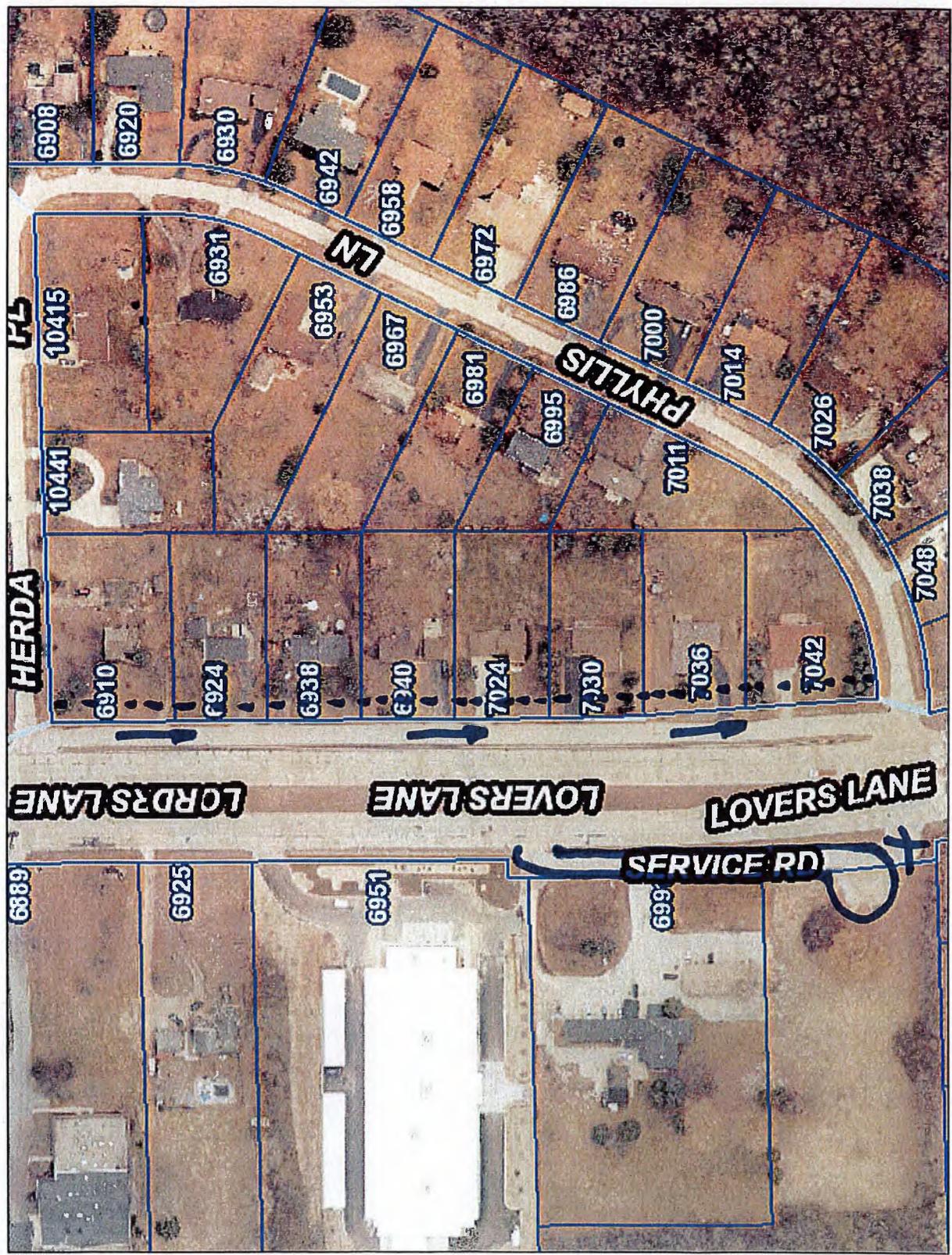
# Franklin Public Property Viewer

Overview Map



	Aldermanic District		Building		A-1
	City Boundary		Condo		A-2
	CSM		Easement		B-1
	Elementary District		Environmental Corridor		B-2
	FEMA D FIRM Flood - Zone A		FEMA D FIRM Flood - Zone AE		B-3
	FEMA - 0.2% Annual Chance		Parcel		B-4
	Park		Pavement		B-5
	County or State Hwy		Local Road		B-6
	Road Right-of-Way		School District		B-7
	Wellhead		R-2		R-8
			R-3		RC-1
			I-1		VB
			I-4		PDD
			M-1		R-1
			M-2		R-1E
			M-3		
			QL-1		
			QL-2		
			P-1		
			CC		
			C-1		
			FC		

Legend includes all layers even if they are not visible in the map.

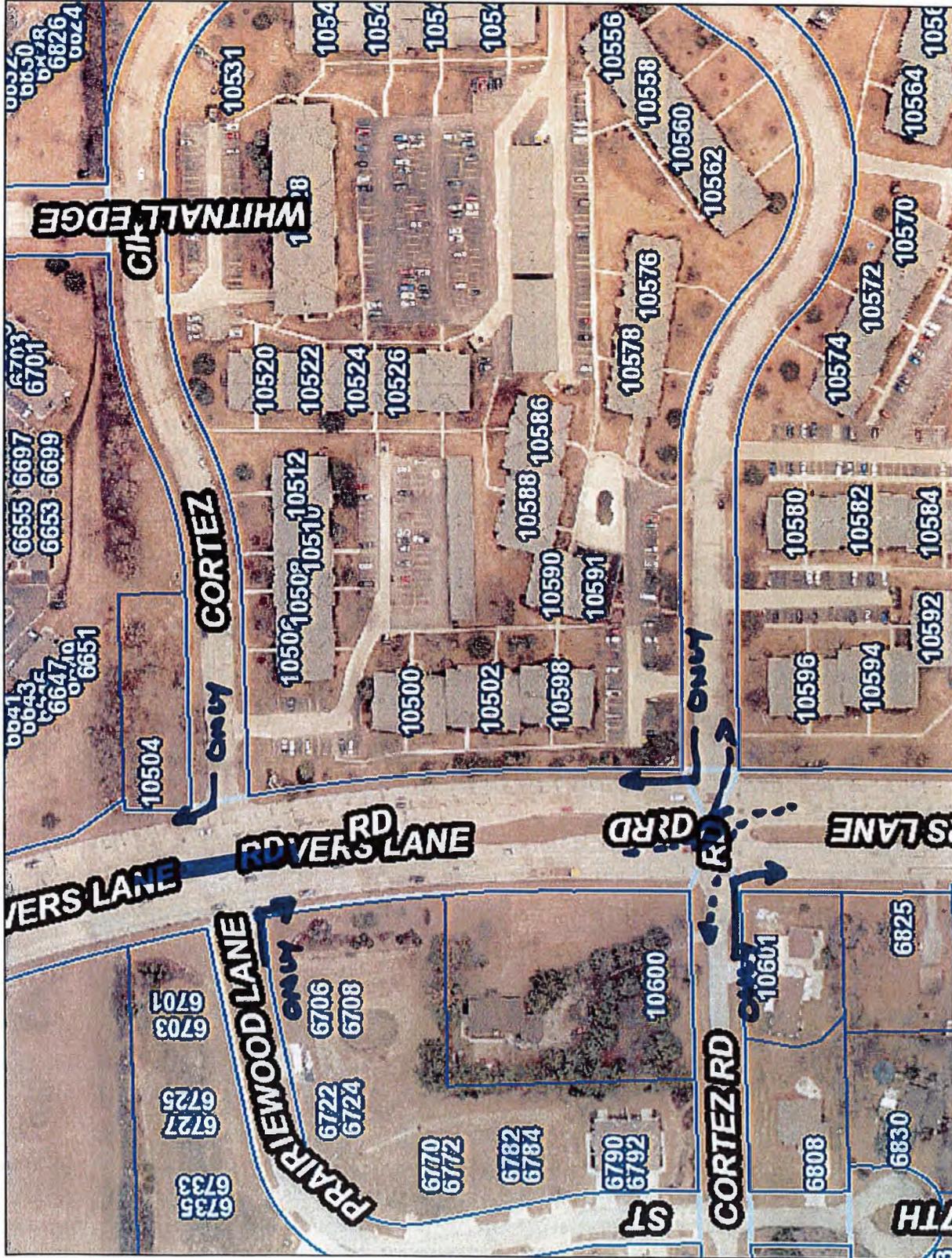
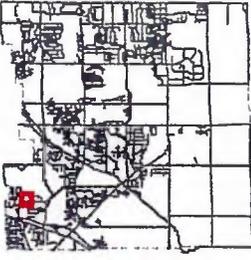


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(C) City of Franklin, WI

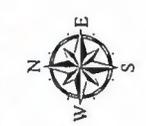
Franklin Public Property Viewer

Overview Map



	Aldermanic District		A-1
	City Boundary		A-2
	Condo		B-1
	CSM		B-2
	Easement		B-3
	Elementary District		B-4
	Environmental Corridor		B-5
	FEMA DFIRM Flood - Zone A		B-6
	FEMA DFIRM Flood - Zone AE		B-7
	FEMA - 0.2% Annual Chance		BP
	Parcel		CC
	Park		C-1
	Pavement		FC
	County or State Hwy		FFO
	Local Road		FW
	Road Right-of-Way		I-1
	School District		I-2
	Wellhead		H
			M-1
			M-2
			M-3
			CL-1
			CL-2
			P-1
			PDD
			R-1
			R-1E
			R-2
			R-3
			R-3E
			R-4
			R-5
			R-6
			R-7
			R-8
			RC-1
			VB
			VR

Legend indicates all layers even if they are not visible in the map.



Map Printed: 2/6/2020

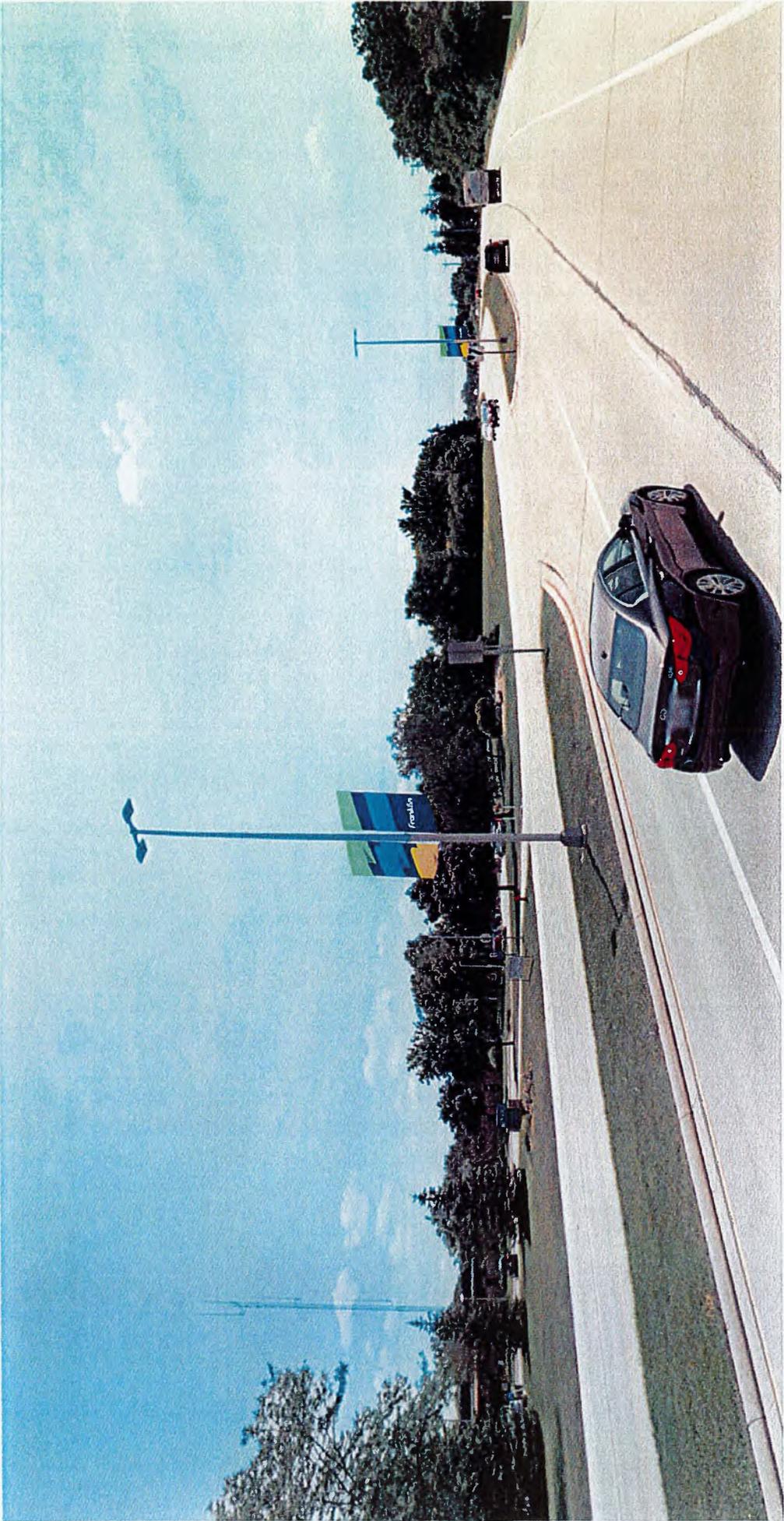
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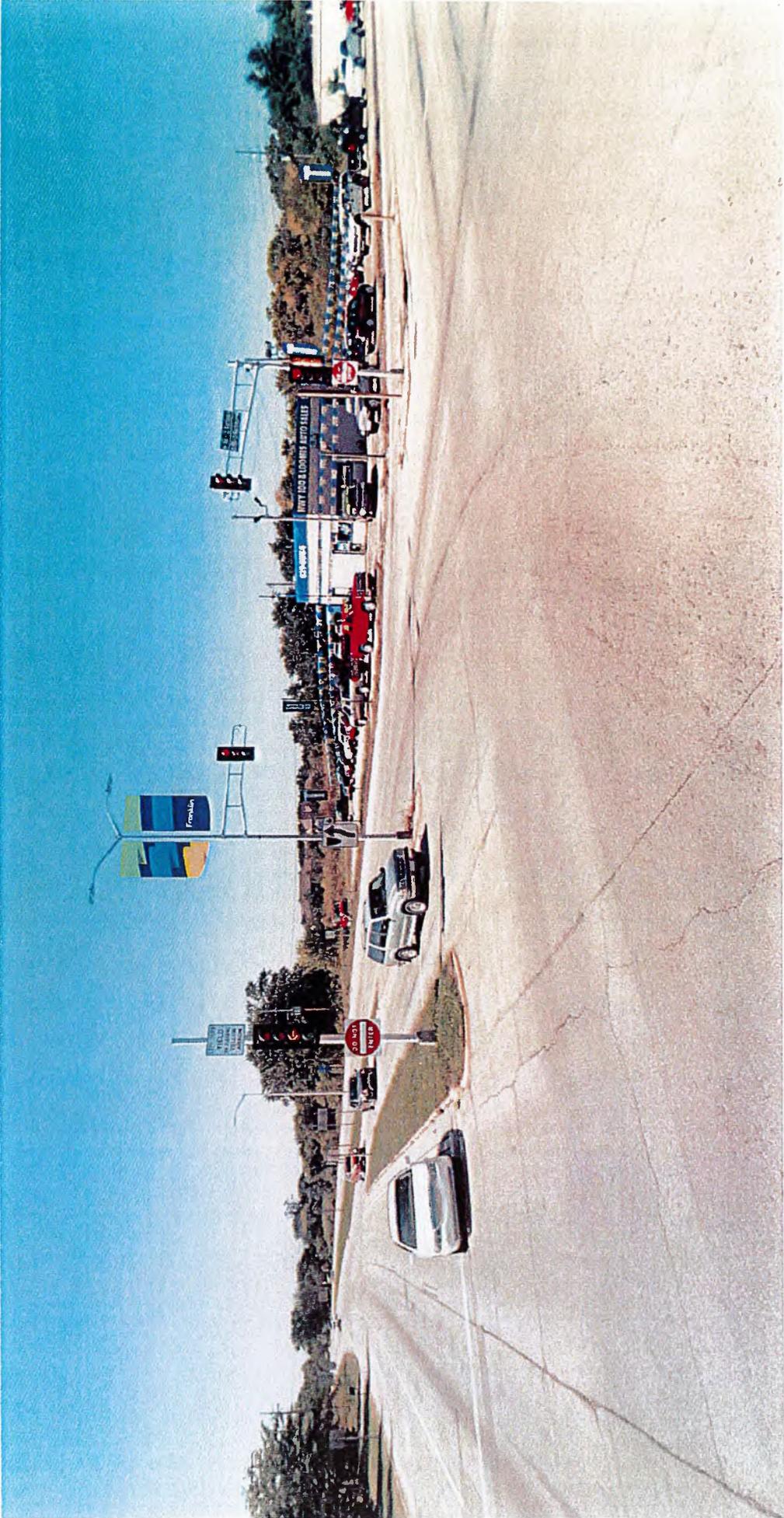




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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>February 17, 2020</b>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>RELOCATION OF CITY AND WE ENERGIES LIGHTS TO ACCOMMODATE MILWAUKEE COUNTY'S REHABILITATION OF W. RAWSON AVENUE (CTH BB) FROM S. LOVERS LANE ROAD (USH 45 / STH 100) TO W. HAWTHORNE LANE</b>	<b>ITEM NUMBER</b> <i>G.16.</i>

**BACKGROUND**

Milwaukee County is rehabilitating W. Rawson Avenue (CTH BB) from S. Lovers Lane Road (USH 45 / STH 100) to W. Hawthorne Lane in the summer of 2020. Recently, the City of Franklin was advised that there are lights that need to be relocated. Some lights were just installed with the Ballpark Commons Project and other lights in the vicinity of S. Lovers Lane and S. 92<sup>nd</sup> Street are WE Energies lights for which the City pays monthly rental fees.

**ANALYSIS**

Per WE Energies tariff, the City is obligated to pay for the relocation of the lights owned by WE Energies. The quote from WE Energies to relocate the work is \$3,662.00 and will increase the net monthly rates by \$0.32.

The City will need to pay for the relocation of lights owned by the City in the vicinity of W. Hawthorn Lane. When DPW is unable to perform light maintenance, Pro-Electric helps as needed to complete the work. The City is working with the County to avoid this additional work, but if needed, this work could be as much as \$15,000.

**OPTIONS**

- A. Authorize staff to direct WE Energies and Pro-Electric, if needed, to relocate lighting to accommodate the County's reconditioning project of W. Rawson Avenue.
- B. Refer back to Staff with further direction.

**FISCAL NOTE**

There is \$145,000 of Contingency in the Capital Improvement Fund available to support this project.

**COUNCIL ACTION REQUESTED**

(Option A) Authorize staff to direct WE Energies and Pro-Electric, if needed, to relocate lighting to accommodate the County's reconditioning project of W. Rawson Avenue for not to exceed \$20,000 from the 2020 contingency funds.

Engineering: GEM



**We Energies**  
 231 W Michigan St.  
 Milwaukee, WI 53203  
 www.we-energies.com

January 17, 2020



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

Subject: Work Request 4471295; Lighting at CTH BB/S. Lovers Lane Rd. and W. Rawson Ave./92<sup>nd</sup> St.

Dear Ronnie Asuncion:

This letter details a work request for We Energies Outdoor Lighting. The upfront charge for this work, which expires 90 days from the date of this letter, is \$3,662.00, and does include site restoration. Net monthly charges will initially increase by \$0.32, which is subject to future rate changes as approved by the Public Service Commission of Wisconsin.

Review the following prior to providing authorization and payment:

- Luminaires are controlled to provide dusk to dawn operation.
- Customer must contact We Energies for lighting maintenance.
- Fixtures are warranted until removed.
- Non-Standard poles and conductors are warranted for 15 years.
- Customer must locate private underground facilities and grant or obtain, without expense to We Energies, access to property, necessary permissions, easements, ordinance satisfaction and permits for installation, removal and maintenance of lighting facilities.
- Termination or change requests after installation and prior to conclusion of the initial term result in customer charges. Monthly rates for fixtures on the LED rate are reduced after the initial term.
- All applicable lighting tariff terms and conditions are available at we-energies.com.
- We Energies does not guarantee this installation meets AASHTO or the Illuminating Engineering Society's minimum recommended standards for lighting.

Please sign the enclosed documents and return them, along with payment for the upfront charge (payable to We Energies) in the envelope provided. Material will be ordered upon receipt of required authorizations and payment. Work request will be scheduled when all contingencies are met. If you have any questions, please call me at 414-944-5617. We look forward to working with you on your lighting project.

Sincerely,  
  
 Robin Maurer  
 Energy Services Representative  
 robin.maurer@we-energies.com

By signing this letter, you authorize us to do this work and acknowledge acceptance of the rates and conditions of the specified tariffs as approved by the Public Service Commission of Wisconsin.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Enclosures

<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>2/17/2020</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Authorization to Execute Proposals with Industrial Roofing Services, Inc. for Visual Hardscape Surveys, Visual Roof Surveys, Visual Window &amp; Wall Surveys, and Visual HVAC Mechanical Surveys of Multiple City Facilities as part of an Enhanced Capital Improvement Plan (CIP)</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G, 17.</i></p>

As a recap from the January 21, 2020 meeting, the Mayor's Recommended 2020 Budget and the Adopted Budget included the following statement.

"The Mayor proposes that the City will undertake a much more comprehensive review of its facilities and facility needs and prepare, during 2020, a comprehensive Capital Improvement Plan. It will address roofs, parking lots, and HVAC systems. It will address park system needs and equipment. It is intended to be a comprehensive document with at least a 10-year perspective. This will enable a clear prioritization of needs to be addressed on an annual basis. A process recommendation will be developed during the remainder of 2019."

Proposals from Industrial Roofing Services, Inc. for roof, hardscape, and window and wall surveys were reviewed at the January 21, 2020 Council Meeting where the following motion was made pertaining to the "Data Collection for an Enhanced Capital Improvement Plan (CIP)" item:

"Alderman Barber moved to authorize staff to prepare any revisions to the proposals presented and to obtain a completed proposal for HVAC inspections with Industrial Roofing Services, Inc., and to return the same to the Common Council for approval, acknowledging that as much as \$32,000 to \$40,000 in the General Fund contingency appropriation would be required. Seconded by Alderman Nelson. All voted Aye; motion carried."

Attached/listed below are final versions of proposals from Industrial Roofing Systems, Inc. (IRS) and their respective costs for the following surveys (including HVAC) to be done on the main City buildings: City Hall, Police Department, Library, DPW, three Fire Stations, some of the accessory buildings associated with them, as well as some park shelters:

Visual Hardscape Surveys: \$9,050.00

Visual Roof Surveys: \$9,050.00 (Excludes Ken Windl Park based on budgeted work that will already occur this year)

Visual Window & Wall Surveys: \$9,825.00

Visual HVAC Mechanical Surveys: \$9,850.00

The City has used Industrial Roofing Services, Inc. (IRS) for its roof inspections and design. They performed very well for the City Hall project in 2019 and the Fire Department project a couple years ago. Each of their attached proposals identifies the scope of the work involved. Their reports are detailed and will be very useful for a CIP. The proposals were modified to expand the "annual budget summary" information to a 10-year period, as opposed to 5-year.

As was stated in the last Council Action pertaining to this item, if these proposals are approved, it would be necessary to use General Fund contingency appropriations. The combined total cost of the attached four proposals is \$37,775.

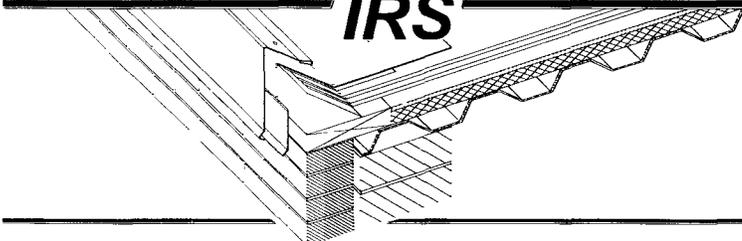
As was also previously indicated in the last Council Action for this item, in addition to an evaluation of existing buildings, the 2020 budget document indicated that \$20,000 would be spent during 2019 on a Needs Analysis for a "Highway Building addition." The budget book estimated the building itself would be a \$2,000,000 addition with \$100,000 in design work. The appropriation for the Needs Analysis was never established in 2019, so a contract was not executed in the midst of all of the other tasks. The funding, therefore, fell to the bottom line or fund balance of the Capital Improvement Fund. The Finance Director will be bringing forward at a future meeting a budget modification to carry this funding forward to 2020, and the City Engineer will bring a consultant and contract forward to prepare the Needs Analysis. Having such a needs analysis is useful because it will provide a much more accurate assessment of the building needs and potential costs. This will enable the building and its costs to be worked into the full CIP with the appropriate funding and timing considerations. [Note: This review would not eliminate the need for the above evaluation. The IRS review will be more detailed in certain aspects and they would coordinate with the needs assessment contractor, thereby aiding that review.]

Conclusion: The Director of Inspection Services Scott Satula and Superintendent of Building Maintenance Bob Tesch both met with IRS and discussed the contents of each proposal in detail and recommend to the Common Council that the City accept the proposals from IRS and move forward with this work.

### **COUNCIL ACTION REQUESTED**

Motion to authorize the Director of Inspection Services to execute all four proposals with Industrial Roofing Services, Inc. for Visual Hardscape Surveys (\$9,050), Visual Roof Surveys (\$9,050), Visual Window & Wall Surveys (\$9,825), and Visual HVAC Mechanical Surveys (\$9,850) of the multiple City facilities as outlined in each proposal - all totaling \$37,775 - using General Fund contingency appropriations.

Director of Inspection Services-Scott Satula



**IRS**

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

**Proposal for**

**VISUAL HARDSCAPE SURVEYS**

**Of**

**MULTIPLE FACILITIES PER**

**ATTACHED FACILITY LIST**

*Submitted by*

W RYAN WILKE, PE

*Prepared for*

Mr Scott Satula  
Director of Inspection Services  
City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

January 27, 2020

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters "IRS" in a bold, sans-serif font, with a stylized graphic of a roof structure to its right.

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

[www.irsroof.com](http://www.irsroof.com)

January 27, 2020

Mr. Scott Satula, Director of Inspection Services  
City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

**SUBJECT      Proposal to Complete Visual Hardscape Surveys of Multiple Facilities per Attached Facility List.**

Dear Mr. Satula

Industrial Roofing Services, Inc. is pleased to submit the following proposal to perform Visual Hardscape Surveys of the facilities indicated on the attached listing. This survey and the accompanying summaries will provide you with the information necessary to plan for any required hardscape work during the next ten (10) years, creating a hardscape management program to facilitate proactive asset management practices that result in reduced life-cycle costs of new and existing hardscape assets.

The results of these surveys will be available for your review through a secure client login via our Web Based Asset Management System at [www.irsroof.com](http://www.irsroof.com). Secure, web-based access to the information gathered during these surveys along with our observations and recommendations provide easy access to all information necessary to effectively manage your facilities hardscape assets.

IRS shall supply all services necessary to provide the following information:

**Site Plan Drawings:** IRS will create a CAD-generated site plan drawing of each facility as part of this proposal to identify individual hardscape areas and determine total square footage for the purpose of establishing budgets. The site plan drawings shall be representative of critical lot dimensions and show your hardscapes in relationship to main and secondary buildings, drainage receptor locations, parking layout, including ADA parking stalls, light pole positions, curbing, islands, adjoining roads, etc., to provide you with a graphic representation of the site discussed within the survey report.

**Safety Concerns:** We will identify any areas needing immediate attention to correct deficiencies which may pose a safety concern.

**Hardscape Conditions and Photographs:** IRS will examine the condition of each hardscape area, noting and documenting observed conditions, general drainage characteristics, excessive traffic patterns, etc. Conditions of each hardscape area will be confirmed and documented with photographs. The identification of current conditions and the status of one's assets are important in developing a long-term hardscape asset management strategy. IRS will provide you with an overall assessment of appearance and conditions of each site. This may include observations of surrounding topography, which may adversely impact base or sub-base drainage of your hardscapes. Americans with Disabilities Act (ADA) compliance will also be noted.

Mr Satula  
January 27, 2020  
Page 2

**Site Statistics:** We will provide you with specific dimensions noting square footage, number of parking and handicap stalls, number of drainage components and light poles plus additional information as needed

**Paser Rating:** We will evaluate the general condition of your hardscape areas using the **Pavement Surface Evaluation and Rating System (1-10 – 10=best)** Use of this standardized rating system provides the consistency and uniformity necessary for effective prioritization of spending in the most fiscally responsible manner possible for the protection and maintenance of your assets

**Recommendations and Estimated Costs:** Based on the existing construction and conditions of each hardscape area, IRS will establish recommendations and accurate budget figures for both maintenance and/or capital expenditures which may be required over the next ten (10) years

**Annual Budget Summary:** The recommendations and budgets will be compiled into a summary for any necessary maintenance and capital roofing expenditures over the next ten (10) years

Mr Satula  
January 27, 2020  
Page 3

**FEES**

Industrial Roofing Services, Inc shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of Nine Thousand Fifty Dollars (\$9,050)

**AUTHORIZATION**

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. a purchase order or signed contract) to our corporate headquarters

Industrial Roofing Services, Inc  
13000 West Silver Spring Drive  
Butler, WI 53007  
Fax (262) 432-0504

Upon receipt of a purchase order or signed contract we will enter the information in our system and schedule the work to be completed

Should you have any questions regarding this proposal, please do not hesitate to call We appreciate this opportunity and look forward to working with you on this project

Sincerely yours,  
INDUSTRIAL ROOFING SERVICES, INC

*W. Ryan Wilke, PE*

W Ryan Wilke, PE  
Sr Project Manager

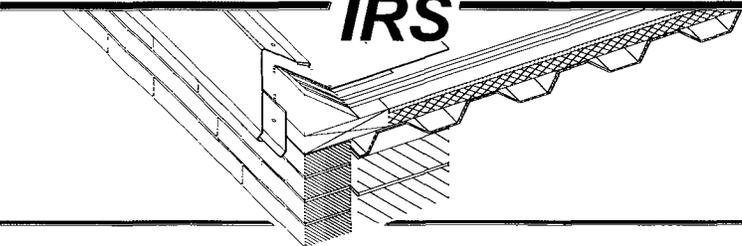
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**Acknowledged by:**

\_\_\_\_\_  
Name Title Date: \_\_\_\_\_

**FACILITY LIST**

<u>Site Name</u>	<u>Site Address</u>	<u>Survey Cost</u>
City Hall	9229 W Loomis Road	\$1,100 00
City Hall – Storage Garage	9229 W Loomis Road	Included
City Hall – Storage Building	9229 W Loomis Road	Included
Fire Station #1	8901 W Drexel Ave Fire Station #1	\$650 00
Fire Department Garage	8901 W Drexel Ave Fire Station #1	Included
DPW Garage	7979 W Ryan Rd	\$1,500 00
Salt Storage Shed	7811 W Ryan Rd Public Works	Included
Stock Garage	7811 W Ryan Rd Public Works	Included
Public Works Garage	7811 W Ryan Rd Public Works	Included
Sign Shed	7811 W Ryan Rd Public Works	Included
Salt dome	7811 W Ryan Rd Public Works	Included
Fire Station #3	4755 W Drexel Ave Fire Station #3	\$650 00
Fire Station #3 Garage	4755 W Drexel Ave Fire Station #3	Included
Fire Station #2	9911 S 60th St Fire Station #2	\$650 00
Police Department	9455 W Loomis Road	\$1,500 00
Public Library	9151 W Loomis Road	\$1,250 00
Lions Legend Park	8050 Legend Drive Lions	\$550 00
Vernon E Barg Pavilion	8717 W Drexel Ave Lions	\$550 00
Ken Windl Park	11615 W Rawson Ave	\$650 00
	<b>Total</b>	<b>\$9,050.00</b>



**IRS**

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

**Proposal for**

**VISUAL ROOF SURVEYS**

**Of**

**MULTIPLE FACILITIES PER**  
**ATTACHED FACILITY LIST**

*Submitted by*

W RYAN WILKE, PE

*Prepared for*

Mr Scott Satula  
Director of Inspection Services  
City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

January 27, 2020

The logo for Industrial Roofing Services, Inc. (IRS) is positioned at the top left of the page. It consists of the letters "IRS" in a bold, sans-serif font, with a stylized graphic of a roof structure to its right.

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January 27, 2020

Mr Scott Satula, Director of Inspection Services  
City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

Subject **Proposal to complete Visual Roof Surveys of Multiple Facilities per Attached Facility List.**

Dear Mr Satula

Industrial Roofing Services, Inc is pleased to submit the following proposal to perform Visual Roof Surveys of each roof area of the facilities indicated on the attached listing. These surveys and their accompanying summaries will provide you with the information necessary to plan required roofing work during the next ten (10) years, creating a roof management program to facilitate proactive asset management practices that result in reduced life-cycle costs of new and existing roof.

The results of these surveys will be available for your review through a secure client login via our Web Based Asset Management Program at [www.irsroof.com](http://www.irsroof.com). Secure, web based access to the information gathered during this survey along with our observations and recommendations provide easy access to all information necessary to effectively manage your roof assets.

IRS shall supply all services necessary to provide the following information:

**Roof Plan Drawing:** IRS will create a scaled, CAD-generated roof plan of each facility to identify individual roof areas and determine total square footage for the purpose of establishing budgets. All perimeters will be shown on the plan.

**Roof Conditions and Photographs:** IRS will examine each roof system's general appearance to analyze flashing conditions, membrane surface conditions, general drainage characteristics, excessive traffic patterns, etc., and to identify the presence of any contaminants and/or previous repairs. The adjoining building walls will also be examined for conditions that could affect the performance of the roof system. Conditions of each roof area will be confirmed and documented with photographs.

**Recommendations and Estimated Costs:** Based on the existing construction and conditions of each roof area, IRS will establish recommendations and estimated costs for all roofing work that may be required over the next ten (10) years.

**Annual Budget Summary:** The recommendations and budgets will be compiled into a summary for any necessary maintenance and capital roofing expenditures over the next ten (10) years.

Mr Satula  
January 27, 2020  
Page 2

**FEES**

Industrial Roofing Services, Inc shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of Nine Thousand Fifty Dollars (\$9,050)

**AUTHORIZATION**

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. a purchase order or signed contract) to our corporate headquarters

Industrial Roofing Services, Inc  
13000 West Silver Spring Drive  
Butler, WI 53007  
Fax (262) 432-0504

Upon receipt of a purchase order or signed contract we will enter the information in our system and schedule the work to be completed

Should you have any questions regarding this proposal, please do not hesitate to call We appreciate this opportunity and look forward to working with you on this project

Sincerely yours,  
INDUSTRIAL ROOFING SERVICES, INC

*W. Ryan Wilke, PE*

W Ryan Wilke, PE  
Sr Project Manager

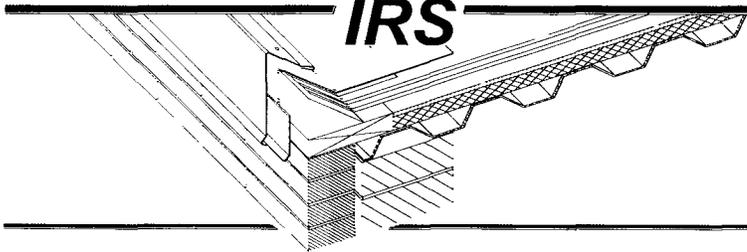
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**Acknowledged by:**

\_\_\_\_\_  
Name Title Date: \_\_\_\_\_

**FACILITY LIST**

<u>Site Name</u>	<u>Site Address</u>	<u>Survey Cost</u>
City Hall	9229 W Loomis Road	\$975 00
City Hall – Storage Garage	9229 W Loomis Road	Included
City Hall – Storage Building	9229 W Loomis Road	Included
Fire Station #1	8901 W Drexel Ave Fire Station #1	\$975 00
Fire Department Garage	8901 W Drexel Ave Fire Station #1	Included
DPW Garage	7979 W Ryan Rd	\$1,500 00
Salt Storage Shed	7811 W Ryan Rd Public Works	Included
Stock Garage	7811 W Ryan Rd Public Works	Included
Public Works Garage	7811 W Ryan Rd Public Works	Included
Sign Shed	7811 W Ryan Rd Public Works	Included
Salt dome	7811 W Ryan Rd Public Works	Included
Fire Station #3	4755 W Drexel Ave Fire Station #3	\$875 00
Fire Station #3 Garage	4755 W Drexel Ave Fire Station #3	Included
Fire Station #2	9911 S 60th St Fire Station #2	\$875 00
Police Department	9455 W Loomis Road	\$1,500 00
Public Library	9151 W Loomis Road	\$1,250 00
Lions Legend Park	8050 Legend Drive Lions	\$550 00
Vernon E Barg Pavilion	8717 W Drexel Ave Lions	\$550 00
	<b>Total</b>	<b>\$9,050.00</b>



**IRS**

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

**Proposal for**

**VISUAL WINDOW AND WALL SURVEY**

**Of**

**MULTIPLE FACILITIES PER**  
**ATTACHED FACILITY LIST**

*Submitted by*

W RYAN WILKE, PE

*Prepared for*

Mr Scott Satula  
Director of Inspection Services  
City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

January 27, 2020

January 27, 2020

Mr. Scott Satula, Director of Inspection Services  
City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

**SUBJECT      Proposal for a Visual Window and Wall Surveys of Multiple Facilities per Attached Facility List.**

Dear Mr Satula

Industrial Roofing Services, Inc is pleased to submit the following proposal to perform a visual survey of the exterior windows and walls of the facilities indicated on the attached listing. This survey and the accompanying summary will provide you with the information necessary to plan for necessary repair work during the next ten (10) years, creating a window and wall management program to facilitate proactive asset management practices that result in reduced life-cycle costs of new and existing wall systems.

The results of this survey will be available for your review through a secure client login via our Web Based Asset Management Program at [www.irsroof.com](http://www.irsroof.com). Secure, web based access to the information gathered during this survey along with our observations and recommendations provide easy access to all information necessary to effectively manage your window and wall assets.

IRS shall supply all services necessary to provide the following information:

**Building Elevation Drawings:** IRS will create CAD-generated drawings of building elevations. The elevation drawings will also be used to determine square footage and lineal footage for the purpose of establishing budgets and locate deficiencies on individual elevations.

**Wall Conditions and Photographs:** IRS will examine each building elevation's general appearance and locate identified problem areas on the elevation drawings, if applicable. Photographs of deficiencies will be taken and included as part of the survey.

**Window Conditions and Photographs:** IRS will examine the windows installed on each building elevation to identify their general appearance, condition, construction. Problem windows will be located on the elevation drawings, if applicable. Photographs of observed deficiencies will be taken and included as part of the survey.

**Written Report:** IRS will compile the data gathered during the survey into a written report relating to the window and walls conditions in general and on individual building elevations, identifying the types and locations of any observed deficiencies.

**Recommendations and Estimated Costs:** Based on the existing construction and conditions, IRS will establish recommendations and an opinion of probable cost for all work that may be required over the next ten (10) years.

Mr Satula  
January 27, 2020  
Page 2

**FEES**

Industrial Roofing Services, Inc shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of Nine Thousand Eight Hundred Twenty-Five Dollars (\$9,825)

**AUTHORIZATION**

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i.e. a purchase order or signed contract) to our corporate headquarters

Industrial Roofing Services, Inc  
13000 West Silver Spring Drive  
Butler, WI 53007  
Fax (262) 432-0504

Upon receipt of a purchase order or signed contract we will enter the information in our system and schedule the work to be completed

Should you have any questions regarding this proposal, please do not hesitate to call We appreciate this opportunity and look forward to working with you on this project

Sincerely yours,  
INDUSTRIAL ROOFING SERVICES, INC

*W. Ryan Wilke, PE*

W Ryan Wilke, PE  
Sr Project Manager

tir

**Acknowledged by:**

\_\_\_\_\_  
Name

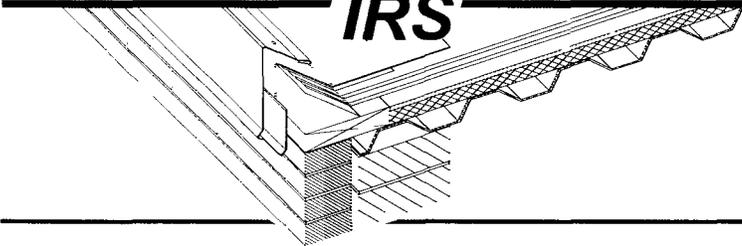
\_\_\_\_\_  
Title

**Date:** \_\_\_\_\_

Mr Satula  
 January 27, 2020  
 Page 3

**FACILITY LIST**

<u>Site Name</u>	<u>Site Address</u>	<u>Survey Cost</u>
City Hall	9229 W Loomis Road	\$1,100 00
City Hall – Storage Garage	9229 W Loomis Road	Included
City Hall – Storage Building	9229 W Loomis Road	Included
Fire Station #1	8901 W Drexel Ave Fire Station #1	\$975 00
Fire Department Garage	8901 W Drexel Ave Fire Station #1	Included
DPW Garage	7979 W Ryan Rd	\$1,500 00
Salt Storage Shed	7811 W Ryan Rd Public Works	Included
Stock Garage	7811 W Ryan Rd Public Works	Included
Public Works Garage	7811 W Ryan Rd Public Works	Included
Sign Shed	7811 W Ryan Rd Public Works	Included
Salt dome	7811 W Ryan Rd Public Works	Included
Fire Station #3	4755 W Drexel Ave Fire Station #3	\$875 00
Fire Station #3 Garage	4755 W Drexel Ave Fire Station #3	Included
Fire Station #2	9911 S 60th St Fire Station #2	\$875 00
Police Department	9455 W Loomis Road	\$1,500 00
Public Library	9151 W Loomis Road	\$1,250 00
Lions Legend Park	8050 Legend Drive Lions	\$550 00
Vernon E Barg Pavilion	8717 W Drexel Ave Lions	\$550 00
Ken Windl Park	11615 W Rawson Ave	\$650 00
	<b>Total</b>	<b>\$9,825.00</b>



**IRS**

**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

[www.irsroof.com](http://www.irsroof.com)

**Proposal for**

**VISUAL HVAC MECHANICAL SURVEY**

**Of**

**MULTIPLE FACILITIES PER**  
**ATTACHED FACILITY LIST**

*Submitted by*

W RYAN WILKE, PE

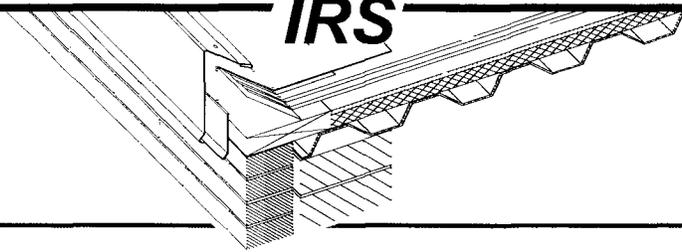
*Prepared for*

Mr Scott Satula  
Director of Inspection Services  
City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

January 27, 2020



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**Industrial Roofing Services, Inc.**

13000 West Silver Spring Drive

Butler, Wisconsin 53007

Phone (262) 432-0500

Fax (262) 432-0504

www.irsroof.com

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January 27, 2020

Mr Scott Satula, Director of Inspection Services  
City of Franklin  
9229 W Loomis Road  
Franklin, WI 53132

**SUBJECT Proposal to Complete a Visual HVAC Mechanical Survey for Multiple Facilities per Attached Facility List.**

Dear Mr Satula

Industrial Roofing Services, Inc is pleased to submit the following proposal to perform Visual HVAC Mechanical Surveys on your facilities The surveys and the accompanying Survey Reports will provide you with the information required to plan for any replacement of HVAC mechanical equipment and improve budget forecasting for capital expenditures, and facilitate proactive asset management practices which result in reduced life-cycle costs of new and existing HVAC mechanical equipment

IRS shall supply all services necessary to provide the following information

**HVAC Mechanical Plan Drawings:** IRS will create a scaled, CAD-generated roof plan of each facility to identify individual HVAC units and determine the quantity and capacity of the units for the purpose of establishing budgets

**HVAC Unit Conditions and Photographs:** IRS will examine each HVAC unit to analyze condenser and evaporator coil conditions, blower, compressor, and electrical compartment and overall general condition Conditions of each HVAC unit will be confirmed and documented with photographs

**Equipment Function:** IRS will review the units for function, efficiency, and safety Each of the system's components will be checked and the units as a whole will be reviewed

**Recommendations and Estimated Costs:** IRS will establish recommendations and accurate budget figures based on the existing HVAC equipment's age and condition Probable costs and schedules will be provided for any HVAC equipment requiring replacement

**Annual Budget Summary:** The recommendations and budgets will be compiled into a summary for any necessary maintenance and capital roofing expenditures over the next ten (10) years

Mr Satula  
January 27, 2020  
Page 2

**FEES**

Industrial Roofing Services, Inc shall provide the above-described services for each of the facilities buildings on the attached "Facility List" for the lump sum fee of Nine Thousand Eight Hundred and Fifty Dollars (\$9,850 00)

**AUTHORIZATION**

To acknowledge acceptance of this proposal, please return a signed copy of the Authorization page with any paperwork (i e a purchase order or signed contract) to our corporate headquarters

Industrial Roofing Services, Inc  
13000 West Silver Spring Drive  
Butler, WI 53007  
Fax (262) 432-0504

Upon receipt of a purchase order or signed contract, we will enter the information in our system and schedule the work to be completed

Should you have any questions regarding this proposal, please do not hesitate to call We appreciate this opportunity and look forward to working with you on this project

Sincerely yours,  
INDUSTRIAL ROOFING SERVICES, INC

*W. Ryan Wilke, PE*

W Ryan Wilke, PE  
Sr Project Manager

tlr

**Acknowledged by:**

\_\_\_\_\_  
Name Title Date: \_\_\_\_\_

### FACILITY LIST

<u>Site Name</u>	<u>Site Address</u>	<u>Survey Cost</u>
City Hall	9229 W Loomis Road	\$800 00
City Hall – Storage Garage	9229 W Loomis Road	Included
City Hall – Storage Building	9229 W Loomis Road	Included
Fire Station #1	8901 W Drexel Ave Fire Station #1	\$800 00
Fire Department Garage	8901 W Drexel Ave Fire Station #1	NA
DPW Garage	7979 W Ryan Rd	\$1,250 00
Salt Storage Shed	7811 W Ryan Rd Public Works	NA
Stock Garage	7811 W Ryan Rd Public Works	Included
Public Works Garage	7811 W Ryan Rd Public Works	Included
Sign Shed	7811 W Ryan Rd Public Works	Included
Salt dome	7811 W Ryan Rd Public Works	NA
Fire Station #3	4755 W Drexel Ave Fire Station #3	\$800 00
Fire Station #3 Garage	4755 W Drexel Ave Fire Station #3	NA
Fire Station #2	9911 S 60th St Fire Station #2	\$800 00
Police Department	9455 W Loomis Road	\$2,250 00
Public Library	9151 W Loomis Road	\$2,150 00
Lions Legend Park	8050 Legend Drive Lions	NA
Vernon E Barg Pavilion	8717 W Drexel Ave Lions	\$450 00
Ken Windl Park	11615 W Rawson Ave	\$550 00
	<b>Total</b>	<b>\$9,850.00</b>

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<p>APPROVAL <i>slw</i> <i>par</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Feb 17, 2020</p>
<p>REPORTS &amp; RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, STREET IMPROVEMENT, CAPITAL IMPROVEMENT FUND, TID 4, TID 5, TID 6, TID 7 FUND, AND SANITARY SEWER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2020 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2019 BUDGET AS AMENDMENTS TO THE 2020 BUDGET</p>	<p>ITEM NUMBER <i>G.18.</i></p>

**Background**

Each year generally accepted accounting principles require a search for encumbrances. An encumbrance is a contract or written purchase order that was entered into or ordered during the 2019 fiscal year with the intent that the contract or purchase order would be completed in 2019 or the understanding that the project would take more than one fiscal year to complete. Projects meeting the definition of an encumbrance must have a portion of the fund balance reserved for the costs necessary to complete the project.

**Analysis**

For the year 2019 there are projects in General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement, Street Improvement, Capital Improvement, TID 4, TID 5, TID 6, TID 7 and Sanitary Sewer Funds which should be encumbered.

**Fiscal Impact**

The fiscal impact of encumbrances to each of the funds is a 2020 use of the Jan 1 fund balance. The 2019 year-end financial reports and the year-end fund balances will include the impact of the encumbrances. Revenue was provided in 2019 but was unused. These actions allow those resources to be used without impacting respective 2020 budgets or the projects in process.

**Recommendation**

The Director of Finance & Treasurer recommends adoption of the attached Budget Amendment Ordinance.

**COUNCIL ACTION REQUESTED**

Motion adopting an Ordinance to amend Ordinance 2019-2398, an Ordinance adopting the 2020 annual budgets for the General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, TID 4, TID 5 TID 6, TID 7 Fund, and Sanitary Sewer Funds for the City of Franklin for fiscal year 2020 to approve budget encumbrances from the 2019 budget as amendments to the 2020 budget

Roll call vote needed

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2020 \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, STREET IMPROVEMENT FUND, CAPITAL IMPROVEMENT FUND, TID 4, TID 5, TID 6, TID 7 FUNDS AND THE SANITARY SEWER FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2020 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2019 BUDGET AS AMENDMENTS TO THE 2020 BUDGET

---

WHEREAS, the Common Council of the City of Franklin adopted the 2020 Annual Budgets for the General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement, TID 4, TID 5, TID 6, TID 7 Funds, and Sanitary Sewer Fund; and

WHEREAS, certain monies included in the 2019 Annual Budgets of the respective funds were intended to be expended in 2019 and were committed for expenditure prior to December 31, 2019; and

WHEREAS, these amounts will be expended in 2020, and as a result, the related appropriations should be made available and appropriated in the 2020 budget; and

WHEREAS, Common Council has determined that it would be in the best interest of the City to approve such encumbrance in the 2020 budgets of the respective funds; and

WHEREAS, the Budget Appropriation Units will be adjusted for the items listed below.

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

Section 1 That certain encumbered funds of the 2019 budgeted amounts be transferred forward to the 2020 Annual Budget for the respective funds of the City of Franklin to pay for 2019 encumbrances as follows:

General Fund

Mayor	Non-Personnel	Increase	844.00
Info Services	Non-Personnel	Increase	21,366.11
Audit Services	Non-Personnel	Increase	6,400.00
Muni Buildings	Non-Personnel	Increase	3,924.00
Police	Non-Personnel	Increase	13,187.54
Fire	Non-Personnel	Increase	330.60
Highway	Non-Personnel	Increase	7,306.83
Street Lighting	Non-Personnel	Increase	40,120.00
Planning	Non-Personnel	Increase	29,778.81
Economic Development	Non-Personnel	Increase	15,000.00

Ordinance 2020-xxxx

<b>Development Fund</b>				
	Professional Services		Increase	3,320.50
	Professional Services		Increase	5,231.50
	Parks	Non-Personnel	Increase	25,285.00
	Water	Non-Personnel	Increase	343,130.00
<b>Capital Outlay Fund</b>				
	Police	Capital	Increase	44,977.22
	Fire	Capital	Increase	21,956.34
	Bldg Inspec	Capital	Increase	13,942.50
<b>Equipment Replacement Fund</b>				
	Fire	Capital	Increase	16,974.02
	Highway	Capital	Increase	190,000.00
<b>Capital Improvement Fund</b>				
	Muni Building	Capital	Increase	11,504.75
	Muni Building	Capital	Increase	71,781.00
	Contingency	Capital	Increase	170.00
	Police	Capital	Increase	1,016,600.85
	Highway	Capital	Increase	88,809.26
	Parks	Capital	Increase	167,703.87
<b>Street Improvement Fund</b>				
	Highway	Capital	Increase	103,703.23
TID 4	Finance	Prof Serv	Increase	15,000.00
	Engineering	Prof Serv	Increase	101,674.93
	Highway	Capital	Increase	500,456.47
	Econ Dev	Prof Serv	Increase	10,000.00
	Sewer	Capital	Increase	182,816.00
TID 5	Finance	Prof Serv	Increase	4,950.00
	Legal	Prof Serv	Increase	15,009.19
	Engineering	Prof Serv	Increase	4,929.00
	Econ Dev	Prof Serv	Increase	7,250.00
TID 6	Econ Dev	Prof Serv	Increase	1,156.25
TID 7	Econ Dev	Prof Serv	Increase	24,100.00
<b>Sanitary Sewer</b>				
	Capital		Increase	119,241.65

Ordinance 2020-xxxx

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.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2020.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2020.

APPROVED:

ATTEST:

\_\_\_\_\_  
Stephen R Olson, Mayor

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

AYES \_\_\_\_ NOES \_\_\_\_ ABSENT \_\_\_\_

City of Franklin, WI  
 Encumbrances by PO  
 AS OF DECEMBER 31, 2019

PO #	DATE	VENDOR NAME	DESCRIPTION	PO AMOUNT	REMAINING BALANCE	Fund	Dept	Acct	Proj
74295	05/23/2019	SHIRT UNDERGROUND LLC	AMBASSADOR SHIRTS	1 000 00	844 00	01	0101	5734	844 00
74059	12/20/2017	GEOGRAPHIC MARKETING ADV LLC	Work Towards Completing the GIS/Edit App Retirement	26,950 00	21 366 11	01	0144	5214	21,366 11
74291	05/21/2019	ACTUARIAL HEALTH CARE SOLUTIONS	OPEB ACTUARIAL VALUATION - POST RETIREMENT	6,400 00	6,400 00	01	0152	5219	6 400 00
74060	12/21/2017	OTIS ELEVATOR CO	2017 Code Required Elevator Testing for City Hall Eleva	765 00	765 00	01	0181	5557	5557
74233	03/05/2019	BAY COMMUNICATIONS	City Hall Panic Button Alarm Panel Fix	3,159 00	3 159 00	01	0181	5557	3 924 00
74334	10/30/2019	SENTINEL MN LLC	(3) LMT MLCPS PISTON RIFLES	4,620 00	4,620 00	01	0211	5327	
74346	12/04/2019	EMBLEM'S INC	UNIFORM SHOULDER PATCHES	1,180 00	1,180 00	01	0211	5326	
74347	12/04/2019	GALLS LLC / DBA. RED UNIFORM TA	(3) JACKETS	347 80	347 80	01	0211	5326	
74349	12/04/2019	SENTINEL MN LLC	(3) RIFLE SUPPRESSORS	2 265 00	2,265 00	01	0211	5327	
74362	12/18/2019	GALLS LLC / DBA. RED UNIFORM TA	DRONE OPERATOR POLOS & TROUSERS	550 00	225 06	01	0211	5326	
74368	12/18/2019	US BANK	LAMINATION / CPR FLIP CARDS	250 00	42 63	01	0211	5329	
74377	12/18/2019	HOUSE OF CORRECTION FISCAL	PRINTING ORDERS THAT HAVE NOT BEEN INVOICE	1 300 00	1,300 00	01	0211	5313	
74403	12/27/2019	SOMAR TEK LLC	NEW OFFICER EQUIP	2 007 05	2 007 05	01	0211	5333	
74408	12/27/2019	QUALITY AWARDS	CITIZEN & EMPLOYEE AWARDS	1 200 00	1,200 00	01	0211	5329	13 187 54
74244	01/29/2019	STRYKER SALES CORPORATION	Two year service plan for LUCAS device	661 20	330 60	01	0221	5242	330 60
74360	12/09/2019	COUNTY MATERIALS CORP	RISERS - VARIOUS SIZES 24 X 30 X 12/18/24/36 (36	4 950 75	2 168 25	01	0331	5381	
74389	12/26/2019	SUPERIOR CRANE CORP	2019 ANNUAL OSHA CRANE INSPECTION	580 00	580 00	01	0331	5299	
74394	12/26/2019	WISCONSIN STEAM CLEANER INC	POWER WASHER UNIT REPLACEMENT - TRUCK BA	4,558 58	4 558 58	01	0331	5559	7,306 83
74396	12/26/2019	SIGNIFY LIGHTING	LED LIGHTING EQUIPMENT	39 840 00	39,840 00	01	0351	5537	
74410	12/30/2019	HEIN ELECTRIC SUPPLY INC	LED DRIVER (QTY 2)	280 00	280 00	01	0351	5246	40 120 00
74146	05/24/2018	SOUTHEASTERN WI REG PLAN COM	Project #1 Jubilee Christian Family Church Site Plan Rev	750 00	112 50	01	0621	5219	
74308	07/24/2019	VANDEWALLE & ASSOCIATED INC	PROFL PLANNING & CONSULTING SERVICES	10,000 00	389 81	01	0621	5219	
74312	07/25/2019	GRAEF	CONTRACT SERVICES - PLANNING	10,000 00	2 281 50	01	0621	5219	
74321	09/19/2019	WRAYBURN CONSULTING LLC	VARIOUS CONTRACT SERVICES - PLANNING	10,000 00	3 215 00	01	0621	5219	
74355	12/04/2019	LYNCH & ASSOCIATES	QUARRY SURVEY SERVICES	6,400 00	6,400 00	01	0621	5218	
74371	12/19/2019	GENERAL CODE	Supplement to the Unified Development Ordinance - Rev	2,495 00	2,495 00	01	0621	5422	
74386	12/23/2019	STANTEC CONSULTING SRVC INC	Stantec Quarry Monitoring Contract	14,885 00	14,885 00	01	0621	5218	29 778 81
74373	12/18/2019	EHLERS & ASSOC INC	RYAN RD & 76TH ST TID CREATION - PHASE 1 2,3	15,000 00	15,000 00	01	0641	5219	15 000 00
					138 257 89				
74313	07/29/2019	THIEL BRAND DESIGN INC	TOURISM COMMISSION WEBSITE	24 200 00	1 371 24	17	0651	5440	
73677	04/13/2015	RUEKERT & MIELKE INC	IMPACT FEE STUDY - PARK & WATER FEES	10 000 00	3 320 50	27	0000	5219	3 320 50
74175	11/06/2018	RUEKERT & MIELKE INC	REVIEW/UPDATE IMPACT FEES & IMPACT STUDIES	13,320 00	5,231 50	27	0147	5219	5 231 50
74257	04/04/2019	OAKWOOD AT RYAN CREEK LLC	PARK IMPACT FEES - RYANWOOD MANOR SUBDIVI	25,265 00	25 265 00	27	0551	5825	25 285 00
74361	12/09/2019	RUEKERT & MIELKE INC	Water Model Utility	26,000 00	26,000 00	27	0755	5219	
74256	04/08/2019	OAKWOOD AT RYAN CREEK LLC	WATER MAIN OVERSIZING- RYANWOOD MANOR SL	226,590 00	226,590 00	27	0755	5825	343 130 00
74289	07/10/2019	OAKWOOD AT RYAN CREEK LLC	RYANWOOD MANOR SUBDIVISION ADDITION #1	90,540 00	90,540 00	27	0755	5825	
					376,967 00				
73870	08/18/2016	BAY COMMUNICATIONS/DBA.BAYCC	TEXT 2-9-1-1	26 000 00	26,000 00	41	0211	5819	
74343	12/04/2019	SKC COMMUNICATION PRODUCTS	LPD Phone System Replacement/Merge with CH Phone S	54 000 00	18,977 22	41	0211	5819	44 977 22
74397	12/27/2019	EMERGENCY LIGHTING & ELEC LLC	Shelving unit for engine	3 323 04	3,323 04	41	0221	5818	
74398	12/26/2019	CONWAY SHIELDS	Turnout gear	18 633 30	18,633 30	41	0221	5818	21 956 34
73656	02/25/2015	MS GOVERN	Govern Open Forms Starter Kit per Quote/Contract sign	14 520 00	13,942 50	41	0231	5843	13 942 50
					80 876 06				
74325	10/07/2019	5-ALARM FIRE & SAFETY EQUIP LLC	SCBA Equipment - Grant purchase	207 606 00	9 135 00	42	0221	5818	
74341	12/16/2019	MOTOROLA SOLUTIONS INC	APX8500 Mobile Radio for new engine	5 819 02	5 819 02	42	0221	5811	
74384	12/20/2019	BAY COMMUNICATIONS	Radio programming - New Engine	100 00	100 00	42	0221	5811	

City of Franklin, WI  
Encumbrances by PO  
AS OF DECEMBER 31, 2019

PO #	DATE	VENDOR NAME	DESCRIPTION	PO AMOUNT	REMAINING BALANCE	Fund	Dept	Acct	Proj
74402	12/27/2019	CONWAY SHIELDS	Gloves/Hoods	1 920 00	1 920 00	42	0221	5818	16 974 02
74317	08/19/2019	JOHN FABICK TRACTOR CO	2019 CATERPILLAR 938M HIGH LIFT WHEEL LOADEI	190 000 00	190 000 00	42	0331	5811	190 000 00
					206 974 02				
74104	02/20/2018	EHLERS & ASSOC INC	TID 5 - BALLPARK COMMONS	4 950 00	4 950 00	43	0151	5219	4 950 00
73858	06/29/2016	EHLERS & ASSOC INC	FEASIBILITY STUDY - TIF SERVICES FOR BALLPARK	16 300 00	7 500 00	43	0161	5219	
74284	05/29/2019	QUARLES & BRADY LLP	BALLPARK COMMONS PROF SRVCS	13 126 69	7 509 19	43	0161	5212	15 009 19
74034	11/08/2017	GRAEF	BALLPARK COMMONS - TID 5 - ENGINEERING PRO	20 000 00	4 929 00	43	0321	5219	4 929 00
74022	08/17/2017	EHLERS & ASSOC INC	REVIEW & FINANCIAL ANALYSIS OF CHANGES TO T	17 000 00	4 000 00	43	0641	5219	
74185	12/06/2018	EHLERS & ASSOC INC	FINANCIAL ANALYSIS OF TID #5	17 000 00	3 250 00	43	0641	5219	7 250 00
					32 138 19				
74183	12/04/2018	EHLERS & ASSOC INC	Ehler's State Filing of TID 6 documents	1 500 00	1 156 25	44	0641	5219	
**74247	02/06/2019	EHLERS & ASSOC INC	TID #7 CREATION ANALYSIS - AREA CURRENTLY K1	15 000 00	15 000 00	45	0641	5219	
74283	04/17/2019	EHLERS & ASSOC INC	TID 7 - MANDEL GROUP APTS	15 000 00	9 100 00	45	0641	5219	
					24 100 00				
74262	03/21/2019	QUORUM ARCHITECTS INC	Phs II Construction for City Hall Roof, HVAC & Fascia W	139 900 00	3 354 75	46	0181	5822	9657
74332	10/22/2019	MUDTeCH LLC	Sidewalk Repair - City Hall	8 150 00	8 150 00	46	0181	5828	9657
74315	08/12/2019	CONCORD GROUP	PUETZ RD SURFACE TRANSPORTATION URBAN PF	13 480 00	170 00	46	0199	5499	170 00
73861	07/25/2016	MOTOROLA SOLUTIONS INC	POLICE - RADIO SYSTEM - DISPATCH CONSOLES	284 639 00	42 895 85	46	0211	5819	7063
74319	08/22/2019	SELZER ORNST CONSTRUCTION CO	INDOOR SHOOTING RANGE	1 383 300 00	973 905 00	46	0211	5819	7072
73711	07/22/2015	WI DEPT OF TRANSPORTATION	EMERGENCY VEHICLE PRE-EMPTION - S100TH-DRE	8 286 53	5 491 46	46	0331	5839	7070
73712	07/22/2015	WI DEPT OF TRANSPORTATION	EMERGENCY VEHICLE PRE-EMPTION - STH 36 & DF	8 286 53	2 885 90	46	0331	5839	7070
73778	12/21/2015	WI DEPT OF TRANSPORTATION	EMERGENCY VEHICLE PRE-EMPTION - RYAN RD-S	8 286 53	1 813 68	46	0331	5839	7070
73897	11/17/2016	WI DEPT OF TRANSPORTATION	EVP - EQUIPMENT FOR STATE INTERSECTIONS	38 125 00	22 384 09	46	0331	5839	7070
**74292	07/13/2019	ZIGNEGO COMPANY INC	51ST & DREXEL AVE ROUNDABOUT CONSTRUCTION	1 365 119 79	12 939 99	46	0331	5823	3051
74293	07/13/2019	PAYNE & DOLAN INC	PURCHASE/SALE OF CORNER S51 & DREXEL AVE	13 800 00	13 800 00	46	0331	5858	3051
74037	11/28/2017	R.A. SMITH NATIONAL	EVALUATION OF W DREXEL AVE & 51ST STREET IN	8 000 00	2 063 31	46	0331	5823	3051
74242	01/14/2019	LAKESIDE ENGINEERING	DESIGN-S 68TH-LOOMIS-PUETZ - PHASE 2	48 597 80	9 424 80	46	0331	5823	3068
74248	02/06/2019	DORNER INC	RAWSON DRAINAGE HOME IMPROVEMENTS/WATE	2 028 961 20	18 206 03	46	0331	5829	3529
74113	03/12/2018	RAPOSA DESIGN ARCHITECTURE	DESIGN OF PLEASANT VIEW PARK PAVILION	28 350 00	3 325 00	46	0551	5832	9806
74318	09/04/2019	RAY STADLER CONSTRUCTION	PLEASANT VIEW PARK PAVILION	540 000 00	102 855 00	46	0551	5832	9806
74300	07/13/2019	RAY STADLER CONSTRUCTION	PLEASANT VIEW PARK PAVILION - CHANGE ORDER	19 117 06	19 117 06	46	0551	5832	9806
74322	10/11/2019	HOLTON BROTHERS INC	TUCKPOINTING & REPLACEMENT OF BRICK MASON	7 439 00	7 439 00	46	0551	5832	
74390	12/23/2019	BLOCK IRON & SUPPLY CO	SIDE DOOR REPLACEMENT - KEN WINDL PARK	5 140 00	5 140 00	46	0551	5832	
74391	12/26/2019	BLOCK IRON & SUPPLY CO	REAR DOOR REPLACEMENT - KEN WINDL PARK	4 885 00	4 885 00	46	0551	5832	
74392	12/26/2019	BLOCK IRON & SUPPLY CO	NORTH DOOR REPLACEMENT - KEN WINDL PARK	2 841 00	2 841 00	46	0551	5832	
74393	12/26/2019	BLOCK IRON & SUPPLY CO	INSIDE SIDE DOOR REPLACEMENT - KEN WINDL PA	2 513 00	2 513 00	46	0551	5832	
74395	12/23/2019	BARCO PRODUCTS	PARK PICNIC TABLES 6' SUPERSAVER BLUE SURF	9 988 86	9 988 86	46	0551	5835	9806
74401	12/26/2019	BARCO PRODUCTS	PICNIC TABLES - VARIOUS SIZES (QTY 15) - Pleasan	9 999 95	9 999 95	46	0551	5835	9806
					1 284 788 73				167 703 87
74314	08/07/2019	STARK PAVEMENT CORP	2019 RAWSON HOMES PAVEMENT (S36TH & S 37TH ST)	103 703 00	103 703 00	47	0331	5823	3036
73996	04/04/2017	EHLERS & ASSOC INC	ANALYSIS OF TAX INCREMENT FOR AREA D - OAKI	15 000 00	15 000 00	49	0151	5219	15 000 00
73993	04/04/2017	RUEKERT & MIELKE INC	AREA D - FLOODPLAIN ANALYSIS - TASK #3 - OAKW	21 500 00	17 374 60	49	0321	5216	
73994	04/04/2017	RUEKERT & MIELKE INC	AREA D - STORMWATER & WETLAND ANALYSIS-TA	27 000 00	18 307 20	49	0321	5216	
74161	08/14/2018	TRAFFIC ANALYSIS & DESIGN INC	TRAFFIC SIGNAL DESIGN PLANS FOR S 27TH & W E	15 927 25	14 573 40	49	0321	5216	

City of Franklin, WI  
 Encumbrances by PO  
 AS OF DECEMBER 31, 2019

PO #	DATE	VENDOR NAME	DESCRIPTION	PO AMOUNT	REMAINING BALANCE	Fund	Dept	Acct	Proj
74169	09/06/2018	RUEKERT & MIELKE INC	AREA DTREE IDENTIFICATION LOCATION & MITIGA	73,000.00	51,419.73	49	0321	5216	101 674 93
74150	06/07/2018	RUEKERT & MIELKE INC	PROFESSIONAL ENGINEERING SERVICES FOR ARE	1,201,850.00	500,456.47	49	0331	5826	500 456 47
74166	09/06/2018	VON BRIESEN & ROPER SC	LEGAL CONSULTATION FOR AREA D (MARK MARK	10,000.00	10,000.00	49	0641	5219	10,000 00
74338	11/06/2019	USEMCO INC	PUMP STATION EQUIPMENT - FRANKLIN CORP PAR	182,816.00	182,816.00	49	0756	5826	182 816 00
				809,947.40					3756
74158	07/31/2018	RUEKERT & MIELKE INC	RYAN CREEK INTERCEPTOR ODOR REDUCTION ST	3,500.00	182.75	61	0731	5829	
74299	07/13/2019	RUEKERT & MIELKE INC	RYAN CREEK INTERCEPTOR ODOR REDUCTION ST	45,497.00	13,583.90	61	0731	5829	
74314	09/07/2019	STARK PAVEMENT CORP	2019 RAWSON HOMES PAVEMENT (S36TH & S 37TH ST)		40,000.00	61	0731	5829	
74143	08/12/2018	SOUTHPORT HEATING & PLUMBING	ADDITIONAL HVAC SYSTEM AT S&W FACILITY ( 555I	16,750.00	8,375.00	61	0731	5822	
74309	09/26/2019	GREELEY AND HANSEN	INDUSTRIAL PARK LIFT STATION ABANDONMENT &	17,115.00	1,600.00	61	0731	5829	
74363	12/09/2019	BS & A	BS&A Water/Sewer Utility Billing Software & Licenses	111,000.00	55,500.00	61	0731	5843	
				119,241.65					
74151	06/21/2018	JEFF STONE & ASSOCIATES LLC	SERVICES FOR FUTURE WATER SERVICE SUPPLY	15,000.00	12,922.76	65	0758	5219	
74165	10/25/2018	KAEMPFER & ASSOC INC	WATER SYS STORAGE ALTERNATIVES EVAL	70,500.00	19,450.60	65	0758	5219	
74248	02/06/2019	DORNER INC	RAWSON DRAINAGE HOME IMPROVEMENTS/WATER MAIN RELAY		152,173.50	65	0771	5830	
74314	08/07/2019	STARK PAVEMENT CORP	2019 RAWSON HOMES PAVEMENT (S36TH & S 37TH ST)		158,134.35	65	0771	5830	
74143	06/12/2018	SOUTHPORT HEATING & PLUMBING	ADDITIONAL HVAC SYSTEM AT S&W FACILITY ( 5550 W AIRWAYS AVI		8,375.00	65	0771	5822	
74364	12/09/2020	BS & A	BS&A Water/Sewer Utility Billing Software & Licenses		55,500.00	65	0771	5843	
				406,556.21					
TOTAL PO TYPE REGULAR				9,043,588.93	6,659,368.58				
bring adjusted total forward									
74316	08/12/2019	SELZER ORNST CONSTRUCTION CC	Construction of CH Roof, HVAC, Fascia Wood Replacem	1,581,500.00	71,781.00	46	0181	5822	9657 manual entry
73727	08/13/2015	WI DEPT OF TRANSPORTATION	S-27 ST- SIDEWALK/ST LIGHTS/STREETSCAPE	1,902,888.00	877,109.75	48	0331	5828	3027 no entry
73698	05/21/2015	WI DEPT OF TRANSPORTATION	RECONSTRUCTION OF S27TH ST (W COLLEGE-W D	421,704.00	2,972.01	48	0755	5830	3027 no entry
74354	12/10/2019	ZIGNEGO COMPANY INC	51ST & DREXEL AVE ROUNDABOUT CONSTRUCTIO	(100,899.76)	(100,899.76)	46	0331	5823	3051 manual entry to remove
74275	04/04/2019	STARK PAVEMENT CORP	2019 LOCAL ST IMPROVEMENT - W TUMBLECREEK	97,948.85	77,669.53	47	0331	5823	3823 manual entry to remove
74276	04/04/2019	STARK PAVEMENT CORP	2019 LOCAL ST IMPROVEMENT - S 50TH ST	6,563.24	6,563.24	47	0331	5823	3050 manual entry to remove

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<p style="text-align: center;"><b>APPROVAL</b></p> <p><i>slw</i>      <i>jak</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>2/17/2020</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>Budget Preparation Timetable for the 2021 Budget</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><b>G.19.</b></p>

Per Section 13-2.A. of Chapter 13, "Budget", of the Franklin Municipal Code, it states that "Each year the Mayor shall present a budget timetable to the Common Council no later than March 1, for the review and approval of the Common Council."

Consistent with the budget practice that was approved by Common Council in July of 2012, the attached budget calendar establishes the timeline for annual Aldermanic consideration of the Mayor's proposed 2021 budget. Recent budgets have had more expenditure growth than revenue opportunities, which is again expected. As such staff intends to provide a big picture overview at a July Committee of the Whole meeting to provide that preview and give Council an opportunity to provide direction in balancing the budget. It continues with the initial distribution of the Mayor's proposed budget and concludes with the Common Council meeting for the public hearing and adoption of the annual budget. As with recent years, the calendar provides time for Aldermen to contact Department Heads directly with questions and for Aldermen to work together in Committee to review the proposed budget and/or meet with staff.

This year's proposed schedule generally reflects the schedule used in recent years with the regular Common Council meeting for Tuesday, September 15, for presentation and overview of the Mayor's recommended budget and major budget initiatives. The remainder of the budget timetable coincides with regularly scheduled Committee of the Whole and Common Council meetings and provides time for additional special meetings if determined necessary at the discretion of the Council at that time. A special Common Council meeting for the budget hearing and adoption is not necessary since the second meeting of November is on the 17th and is not during the same week as Thanksgiving. This time frame still allows sufficient time needed to prepare and distribute property tax bills. [Note that if, in the future, the Common Council alters its regular summer meeting schedule or alters the October/November meeting schedule, the budget calendar dates would be adjusted accordingly.]

As noted in prior years, the November 17th public hearing date does not provide an opportunity to delay adoption of the budget to a future regular Common Council meeting due to the work necessary to prepare and distribute property tax bills. As such, if not adopted on November 17th, then a Special Common Council meeting for shortly thereafter would be necessary. The expectation is that this would not be necessary as the Common Council would already have had the budget to consider for 9 weeks.

**COUNCIL ACTION REQUESTED**

Motion to adopt the 2021 Annual Budget - Budget Preparation Timetable, dated February 17, 2020, as presented, subject to any future regular meeting schedule changes if so made by the Common Council.

**CITY OF FRANKLIN  
2021 ANNUAL BUDGET  
BUDGET PREPARATION TIMETABLE  
February 17, 2020**

Monday, February 17	Common Council approved 2021 Budget preparation schedule
Monday, July 6	Committee of the Whole – Identify and Provide Direction on Major Budget Issues
Tuesday, September 15	Presentation of Mayor’s Recommended Budget to Common Council
Wednesday, September 16 to Monday, October 5	Aldermen may contact department heads with budget questions
Monday, October 5	Committee of the Whole Agenda item Review of Mayor's Recommended Budget
Tuesday, October 6	Alternate day for Committee of the Whole meeting and budget discussion in conjunction with regular Common Council meeting
Friday, October 16	Last day for budget changes to be included in the Public Hearing notice
Wednesday, October 21	Preparation of Budget Public Hearing Notice
Wednesday, October 28	Publication of Preliminary Budget and Hearing Notice
Monday, November 2	Committee of the Whole meeting available for discussion of any budget Topics as may be needed
Tuesday, November 3	Regular Common Council Meeting, discussion of the 2021 Budget
Tuesday, November 17	<b><u>Regular Common Council Meeting</u></b> Public Hearing on the Annual Budget and Adoption of 2021 Annual Budget [Note The late date does not provide an opportunity for delay of adoption without a special meeting soon thereafter ]

2/17/2020

Note Subsequent actions that may affect the Common Council's regular meeting schedule may impact this calendar

<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  February 17, 2020
<b>REPORTS AND RECOMMENDATIONS</b>	<p>Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street and north of West Oakwood Road) Project Development; Second Amendment to Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC.</p> <p>The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, and a Second Amendment to Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<b>ITEM NUMBER</b>  <i>G.20.</i>

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon the Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development, and a Second Amendment to Tax Assessment Agreement (Tax Incremental District No. 6) between the City of Franklin and Strauss Investments, LLC, the negotiation of provisions and terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, 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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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>2/17/20</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER</b> <i>H.</i>

See attached listing from meeting of February 17, 2020.

**COUNCIL ACTION REQUESTED**



APPROVAL <i>Slw</i> <i>PR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/17/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.</i>
<p>Attached are vouchers dated February 2, 2020 through February 13, 2020 Nos. 177233 through Nos. 177433 in the amount of \$ 2,245,667.55. Included in this listing are EFT's Nos. 4220 through Nos 4229 Library vouchers totaling \$ 5,287.74, Property Tax refunds totaling \$ 40,742.74 and Water Utility vouchers totaling \$ 725,614 80. Voided checks in the amount of \$ (5,570 05) are separately listed</p> <p>Early release disbursements dated February 2, 2020 through February 12, 2020 in the amount of \$ 488,137 82 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</p> <p>The net payroll dated February 14, 2020 is \$ 384,239.53 previously estimated at \$ 396,000.00. Payroll deductions dated February 14, 2020 are \$ 210,852.47 previously estimated at \$ 263,000 00</p> <p>The estimated payroll for February 28, 2020 is \$ 386,000.00 with estimated deductions and matching payments of \$ 526,000.00.</p> <p>Attached is a list of property tax disbursements EFT's Nos. 301 through Nos. 306 dated January 31, 2020 through February 13, 2020 in the amount of \$ 16,257,998.40. \$ 57,998.40 represents tax refunds reimbursements and \$ 16,200,000 00 represents temporary investments</p> <p>Approval to release payment to First American Title Insurance Company for earnest money in the amount of \$ 10,000.00.</p> <p>Approval to release payment to Loomis &amp; Ryan LLC for oversizing of the Ryan Meadows Subdivision watermain in the amount of \$ 38,443.77.</p> <p>Approval to release payment to Victory of the Lamb Church for oversizing of a watermain in the amount of \$ 19,410 83</p>		

**COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of February 13, 2020 in the amount of \$ 2,245,667 55 and
- Payroll dated February 14, 2020 in the amount of \$ 384,239.53 and payments of the various payroll deductions in the amount of \$ 210,852 47 plus City matching payments and
- Estimated payroll dated February 28, 2020 in the amount of \$ 386,000.00 and payments of the various payroll deductions in the amount of \$ 526,000.00, plus City matching payments and
- Property tax disbursements with an ending date of February 13, 2020 in the amount of \$ 16,257,998.40 and
- The release of payment to First American Title Insurance Company in the amount of \$ 10,000 00 and
- The release of payment to Loomis & Ryan LLC in the amount of \$ 38,443.77 and
- The release of payment to Victory of the Lamb Church in the amount of \$19,410 83.

**ROLL CALL VOTE NEEDED**