

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	ORDINANCE TO ADD TO THE MUNICIPAL CODE SECTION 245-5 D. (4) ESTABLISHING PARKING RESTRICTIONS ON SOUTH SIDE OF W. ROBINWOOD LANE, 50 FEET EAST AND 50 FEET WEST OF CENTERLINE OF S. MISSION DRIVE RIGHT-OF-WAY	ITEM NO. M. 22.

BACKGROUND

In December 2019, the Police Department received an anonymous complaint regarding “*vehicles park directly in front of stop signs on Mission Drive during drop off and pick up of kids at Robinwood drive*”

ANALYSIS

The Police investigated the issue and recommended that no-parking signs be installed on the south side of W. Mission Drive. The issue was presented at the January 14, 2020, Board of Public Works meeting and they are recommending that the Common Council establish 100-feet at this location as “no parking.” The Board of Public Works left any time restrictions to the desire of Alderman Mayer.

Ordinance No. 2004-1809 established no parking on the north side of W. Robinwood Lane 200 feet east of S. Mission Drive but was repealed by Ordinance No. 2007-1910 which established no parking on the north side 300 feet east of S. Mission Drive. All other no-parking restrictions around this intersection restrict from 8:00-9:30 a.m. and 3:00 to 4:00 p.m. on school days.

OPTIONS

- A. Follow Board of Public Works recommendation and restrict parking on the south side of W. Robinwood Lane for 100 feet at S. Mission Drive. or
- B. Give further guidance to Staff.

FISCAL NOTE

Signs and paint for the curb may be accomplished within the existing DPW budget.

RECOMMENDATION

(Option A) Ordinance 2020-_____ an ordinance to add to the Municipal Code Section 245-5 D (4) establishing parking restrictions on south side of W. Robinwood Lane, 50 feet east and 50 feet west of centerline of S. Mission Drive right-of-way.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2020-_____

ORDINANCE TO ADD TO THE MUNICIPAL CODE SECTION 245-5 D. (4)
ESTABLISHING PARKING RESTRICTIONS ON SOUTH SIDE OF W. ROBINWOOD LANE,
50 FEET EAST AND 50 FEET WEST OF CENTERLINE OF S. MISSION DRIVE RIGHT-OF-WAY

WHEREAS, the Board of Public Works has recommended to Common Council to have 'No Parking' on the south side of W. Robinwood Lane for 100-feet centered from the centerline of S. Mission Drive; and

WHEREAS, other parking in the vicinity of S. Mission Drive and W. Robinwood Lane is restricted from 8:00-9:30 a.m. and 3:00 to 4:00 p.m. on school days; and

WHEREAS, Staff has evaluated the location and determined that parking restrictions as discussed are appropriate; and

WHEREAS, the Common Council concurs with the Board of Public Works and Staff recommendations.

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

SECTION I. Section 245-5(D) (4) of the Municipal Code of the City of Franklin is hereby amended as follows:

ADD:

NAME OF STREET: "W. Robinwood Lane"

SIDES: "South"

LOCATION: "50 feet east and 50 feet west of centerline of S. Mission Drive right-of-way from 8:00-9:30 a.m. and 3:00 to 4:00 p.m. on school days"

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2020, by Alderman _____.

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

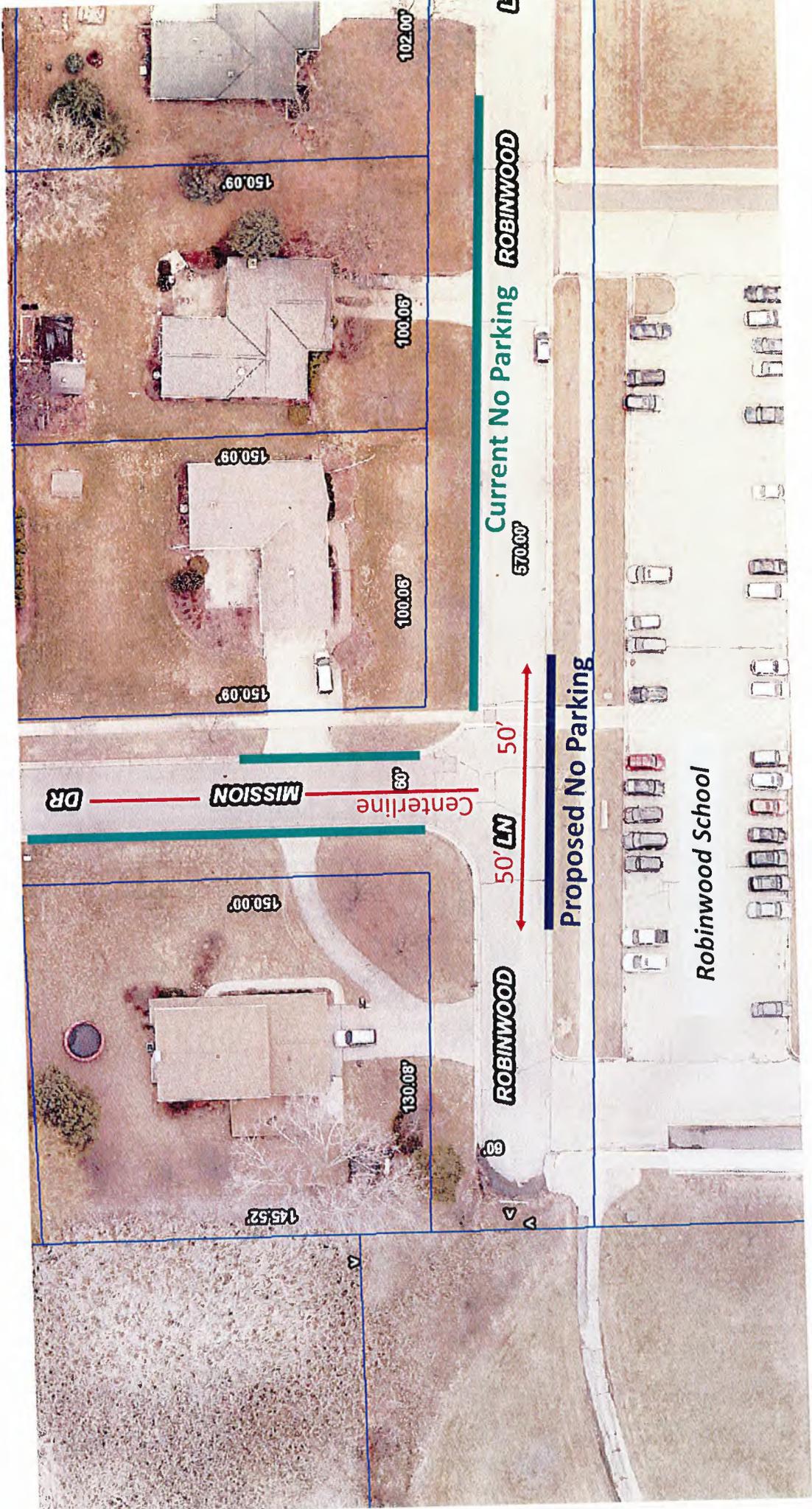
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____



DR

MISSION

Centerline

60'

50' LN

50'

50'

570.00'

Current No Parking ROBINWOOD

Proposed No Parking

Robinwood School

150.00'

130.08'

145.52'

150.09'

150.09'

100.06'

100.06'

150.09'

102.00'

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APPROVAL <i>PAR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Jan 21, 2020
REPORTS & RECOMMENDATIONS	Financial Report on Tax Incremental Financing District 4 for Calendar 2019	ITEM NUMBER <i>M.23,</i>

Background

The Director of Finance & Treasurer's report on TID4 for calendar 2019 is attached for your information.

The Director of Finance & Treasurer and the Economic Development Director will be available to answer any questions.

COUNCIL ACTION REQUESTED

Motion to place on file.

Or

Such action as the Common Council deems appropriate.



City of Franklin

Common Council

**Tax Increment District #4
Cash Flow Model
December 31, 2019**

Issued Jan 17, 2020

Presented by:

Paul Rotzenberg, CPA

City of Franklin Director of Finance & Treasurer

M E M O R A N D U M

DATE: Jan 17, 2020
TO: Common Council
FROM: Paul Rotzenberg, Director of Finance & Treasurer
RE: Report and analysis of TID #4 Cash Flow Projections

Attached is a projection of tax increment revenue, expenditures, debt service payments and the net asset position for TID #4 based upon equalized values released by the Department of Revenue on August, 2019 and the taxes levied in December 2019. This Mixed Use District was formed in June, 2005 and is located in the far southeast corner of the City, from a point one half mile north of Oakwood Rd south to County Line Road, from 27th Street west to 42nd Street. The District has a maximum life of 20 years, with the latest project expenditures can be made is June, 2020. The last year of increment would be 2026, if needed.

Observations:

1. All Phase 1 projects have been completed. The completed costs were in line with the revised estimate for these projects and proceeds have been borrowed and repaid to fund the project costs.
2. The projection includes the potential costs of the Project Plan Phase 2 and Phase 3. These costs will create sanitary sewer, water and street infrastructure necessary to for commercial development of the area.
3. The development assumptions are a major factor in the projected cash flow of the TIF District. The economic slowdown after 2008 had resulted in delaying the projected years in which the various known projects were estimated to be constructed compared to earlier projections. These projections assume that a new TID will be created that substantially overlays existing TID4 such that no new increment will be created for the remaining TID4 life.
4. 2019 had a \$6,198,300 increment. The total increment in this District is now \$52,629,600. This represents 29% of the projected development when the District was formed. Most of the increment has come from the Wheaton Franciscan (kna Ascension) complex and the residential development on the west side of the District.
5. In 2014, Wisconsin Act 145 changed the funding for Technical Colleges. MATC reduced their levy by 36% as a result, and the tax rate for this District declined by \$1.35 or 5.5%. Act 254 provides relief for those TID's which were adversely

impacted by Act 145 by extending the life of the TID by an additional three years This District would not qualify to use that extension provision.

- 6 The District has two additional project phases authorized. The Common Council authorized in June 2018 an Engineering project to design infrastructure improvements that would form the initial infrastructure for a business park south of W Oakwood Rd By Dec 2019, approximately half of that work was completed
7. The City has investigated additional infrastructure costs involving water and sanitary sewer lines. Approximately \$10.6 million in new project costs are included in these forward looking estimates. Costs include right of way acquisition, sanitary sewer, a lift station, Elm Road widening and utility construction, and right of way and infrastructure costs for a new Hickory Lane.
- 8 The TID expenditure period concludes in June, 2020 Only project costs with firm contractual commitments by that date are eligible TID4 project costs. Should those projects be approved, the District is projected to close in 2025. Just as important as the expenditure period ending, are the financial resources available in TID4. These projections have no contingency moneys available for events that are difficult to predict
- 9 The District has a \$4.2 million fund balance at December 31, 2019. Absent the approval of the proposed project costs, the District would close as it has no remaining unsettled project costs. Notice of a closure is due to the WI Department of Revenue by April 15, 2020 via a Resolution. State law permits half the equalized value of a closing TID for tax relief upon closure, (currently \$26.3 million or 0.6% of the 2019 equalized Franklin tax base).

The analysis is qualified to the following extent:

1. The stated assumptions determine the results of the projection.
- 2 The tax rate assumption is based on the actual equalized tax rate in effect in December 2019 less an assumed decline in tax rates of 1 0% per year. If the tax rate varies from the assumption it could have either a positive or negative impact on these projections.

City of Franklin
TIF #4 Phase I Projection
Projected Cash Flow
December 31, 2019

Year	Revenue										Expenditures			TIF Status			
	Tax Levy	Computer Aid	Misc Revenue	Interest Income 100%	Debt Issued	Total	Project Costs	Admin Expenses	Debt Service		Total	Yearly Cash Activity	Net Cash	Outstanding Debt	Year End Fund Balance		
									Interest	Principal							
2005	-	-	-	39,408	2,812,416	2,851,824	179,470	34,844	47,553	-	261,867	2,589,957	2,812,416	-	(222,459)		
2006	-	-	-	117,860	116,353	234,213	659,840	35,237	129,485	-	824,562	(590,349)	1,999,608	2,928,769	(929,161)		
2007	17,702	4,884	294,196	28,754	2,971,231	3,316,767	3,522,075	53,667	116,893	1,500,000	5,192,635	(1,875,868)	123,740	4,400,000	(4,276,260)		
2008	236,803	6,862	34,337	9,354	3,700,000	3,987,356	388,006	51,827	187,046	3,100,000	3,728,879	260,477	384,217	5,000,000	(4,615,783)		
2009	221,611	5,474	57,051	8,341	600,000	892,477	529,168	28,555	223,924	337,000	1,118,647	(226,170)	158,047	5,263,000	(5,104,953)		
2010	1,268,430	3,254	78,217	5,120	-	1,355,021	51,227	9,625	198,646	1,000,000	1,259,498	95,523	253,570	4,263,000	(4,009,430)		
2011	836,103	59,197	-	5,849	-	901,149	370,781	9,986	174,163	525,000	1,079,930	(178,781)	74,789	3,738,000	(3,663,211)		
2012	909,841	57,003	-	748	3,038,000	4,005,592	-	13,687	144,248	3,738,000	3,895,935	109,657	184,446	3,038,000	(2,853,554)		
2013	815,923	46,504	46,374	(3,255)	-	905,545	-	9,444	101,798	875,000	986,242	(80,697)	103,749	2,163,000	(2,059,251)		
2014	954,727	24,620	18,001	906	-	998,254	46,243	46,728	59,904	925,000	1,077,875	(79,621)	24,128	1,238,000	(1,213,872)		
2015	1,009,060	19,631	92,021	404	-	1,121,116	18,278	12,487	14,695	1,000,000	1,045,460	75,656	99,784	238,000	(138,216)		
2016	1,289,709	18,043	91,206	(5,035)	-	1,393,923	-	12,505	920	238,000	251,425	1,142,498	1,242,282	-	1,242,282		
2017	1,013,892	15,960	148,173	18,283	-	1,196,308	22,307	10,284	-	-	32,591	1,163,717	2,405,999	-	2,405,999		
2018	1,059,413	16,195	132,872	56,083	-	1,264,563	573,883	5,220	-	-	579,103	685,460	3,091,459	-	3,091,459		
2019	1,011,272	21,413	121,759	122,100	-	1,276,544	142,924	31,656	-	-	174,580	1,101,964	4,193,423	-	4,193,423		
2020	1,138,902	20,342	73,500	41,934	5,400,000	6,674,679	10,744,000	12,500	60,750	-	10,817,250	(4,142,571)	50,852	5,400,000	(5,349,148)		
2021	1,143,034	19,325	50,000	509	-	1,212,868	-	12,500	109,125	1,100,000	1,221,625	(8,757)	42,094	4,300,000	(4,257,906)		
2022	1,131,604	18,359	25,000	421	-	1,175,384	-	12,500	84,375	1,100,000	1,196,875	(21,491)	20,603	3,200,000	(3,179,397)		
2023	1,120,288	17,441	25,000	206	-	1,162,935	-	12,500	59,625	1,100,000	1,172,125	(9,190)	11,413	2,100,000	(2,088,587)		
2024	1,109,085	16,569	25,000	114	-	1,150,768	-	12,500	34,875	1,100,000	1,147,375	3,393	14,806	1,000,000	(985,194)		
2025	1,097,994	15,741	25,000	148	-	1,138,883	-	12,500	11,250	1,000,000	1,023,750	115,133	129,939	-	129,939		
2026	-	-	-	-	-	-	-	-	-	-	-	-	129,939	-	129,939		
2027	-	-	-	-	-	-	-	-	-	-	-	-	129,939	-	129,939		
2028	-	-	-	-	-	-	-	-	-	-	-	-	129,939	-	129,939		
17,385,392	#####	1,337,707	448,251	448,251	18,638,000	38,216,167	17,248,201	440,752	1,759,275	18,638,000	38,086,228						

Note Phase 1 projected to be fully funded by 2016
 Project costs can not be initiated after June 21, 2020
 TIF will continue until Phase 2 and Phase 3 projects are complete or fully funded (Phase 2 - 5,548,000 & Phase 3 - 12,851,000) 27th St reconstruction may reduce the scope of later phases
 Per the Project Plan the TIF is anticipated to be completed during the year 2025

**City of Franklin
TIF 4 Projection
Projected Revenue
December 31, 2019**

Const Year	Incr Year	Rev Year	Full Value Beginning of Year	Total Increment	DOR Adjustment	Inflation & Additional Increment	Cumulative Equalized Increment Value	Tax Rate	Increment Revenue Collected
2005	2006	2007	-	712,021		198,179	910,200	19 45	17,702
2006	2007	2008	910,200	9,725,000		1,059,700	11,694,900	20 25	236,803
2007	2008	2009	11,694,900	19,758,000	(21,300,000)	653,000	10,805,900	20 51	221,611
2008	2009	2010	10,805,900	674,500	46,600,000	446,800	58,527,200	21 67	1,268,430
2009	2010	2011	58,527,200	4,500,000	(23,300,000)	(3,225,300)	36,501,900	22 91	836,103
2010	2011	2012	36,501,900	306,400	2,394,900	847,100	40,050,300	22 72	909,841
2011	2012	2013	40,050,300	710,500		(7,067,300)	33,693,500	24 22	815,923
2012	2013	2014	33,693,500	4,821,486		535,114	39,050,100	24 45	954,727
2013	2014	2015	39,050,100	4,625,800			43,675,900	22 99	1,009,060
2014	2015	2016	43,675,900	9,963,462		634,938	54,274,300	23 76	1,289,709
2015	2016	2017	54,274,300	(10,323,922)		740,922	44,691,300	21 44	1,013,892
2016	2017	2018	44,691,300	2,257,008		645,092	47,593,400	22 26	1,059,413
2017	2018	2019	47,593,400	(1,162,200)			46,431,200	21 78	1,011,272
2018	2019	2020	46,431,200			6,198,300	52,629,500	21 64	1,138,902
2019	2020	2021	52,629,500	-		724,474	53,353,974	21 42	1,143,034
2020	2021	2022	53,353,974	-			53,353,974	21 21	1,131,604
2021	2022	2023	53,353,974	-			53,353,974	21 00	1,120,288
2022	2023	2024	53,353,974	-			53,353,974	20 79	1,109,085
2023	2024	2025	53,353,974	-			53,353,974	20 58	1,097,994
2024	2025	2026	53,353,974	-			53,353,974	20 37	1,087,014
2025	2026	2027	53,353,974	-			53,353,974	20 17	1,076,144
2026	2027	2028	53,353,974	-			53,353,974	19 97	1,065,383
				<u>46,568,055</u>					<u>20,613,933</u>
Base Equalized Value Increment							\$ 19,817,900		
Total Equalized Value							<u>\$ 43,675,900</u>		
Assessed Value Ratio							\$ 63,493,800		
							\$ 63,328,800		
							99.74%		

Assumptions:
 1 Property value inflation 1 00%
 2 Property additions 0 00%
 3 Mil Rate Inflation -1 00%
 6 Estimated developed value per acre \$ 500,000
 7 Ave Assessed value vacant & improved land \$ -
 Wheaton \$4.5M down due to add'l exemption

City of Franklin
TIF #4 Projection
Development Assumptions
December 31, 2019

Const Year	Project Plan Estimate	Development							Total
		Developer Residential	Developer Commercial	Wheaton Franciscan	Oakwood South	Conway	Additional Lots		
		19,967,049	12,579,974	18,000,000	30,000,000	-	100,000,000	180,547,023	
2005	-		712,021					712,021	
2006	12,877,813	925,000		8,800,000				9,725,000	
2007	33,423,756	4,806,300		13,924,000		1,027,700		19,758,000	
2008	4,245,454	534,500		140,000				674,500	
2009	-	-		4,500,000				4,500,000	
2010	-	306,400						306,400	
2011	-	710,500						710,500	
2012	38,000,000	2,663,679						2,663,679	
2013	8,000,000	4,050,000		575,800				4,625,800	
2014	8,000,000	1,354,000					8,116,562	9,963,462	
2015	8,000,000						634,938	634,938	
2016	8,000,000						2,257,008	2,257,008	
2017	7,500,000			(10,100,000)				(10,100,000)	
2018	7,500,000			6,198,300				6,198,300	
2019	7,500,000							-	
2020	7,500,000							-	
2021	7,500,000							-	
2022	7,500,000							-	
2023	7,500,000							-	
2024	7,500,000							-	
	180,547,023	15,350,379	1,204,921	24,038,100	-	1,027,700	11,008,508	52,629,608	

54 lots @ 25 Acres X
\$350,000 \$1,600,000 per acre

City of Franklin
TIF #4 Projection
Projected Cost Breakdown
December 31, 2019

Year	Project Costs											Total
	Roundabout MLG/Cov Weaton Way 6917	Traffic Signals Median Recon Intersection 6922	OC Water & Intersection 6921	Construction Oakwood Road 6912	Right of way Oakwood 6911	Fitzsummers Weeds/ Dev Incentive	Water & Sewer Costs Net	Issuance Cost	S 27th Street S&W	Contingency Marketing Expenses	Water & Other	
Project Plan Estimate	282,400	200,000	200,000	1,860,000	200,000	375,000	1,190,000	13,875	177,000	177,000	4,284,400	
2005				152,995	12,600						179,470	
2006	32,947			242,356	384,537						659,840	
2007	708,680	493,248	129,941	1,898,528	4,200		287,478				3,522,075	
2008	14,877	12,897	16,896	43,689			124,974	13,130	161,543		388,006	
2009	4,955		(41,000)	158,441					55,102	351,670	529,168	
2010	2,064			105					3,950	45,108	51,227	
2011									11,290	359,491	370,781	
2012											-	
2013											-	
2014							46,243				46,243	
2015							18,278				18,278	
2016											-	
2017							22,307			573,883	22,307	
2018											573,883	
2019							142,924				142,924	
2020										10,744,000	10,744,000	
2021											-	
2022											-	
2023											-	
	763,523	506,145	105,837	2,496,114	401,337	-	412,452	27,005	231,885	12,074,152	17,248,201	

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	DIRECTION TO STAFF ON ASSESSMENTS FOR INFRASTRUCTURE IMPROVEMENTS IN TAX INCREMENT DISTRICT NO. 4	ITEM NO. <i>12.24.</i>

BACKGROUND

Tax Increment District No. 4 (TID 4) is a TID in the southeast corner of the City (area bounded by S. 27th Street, W. Oakwood Road, and W. County Line Road and west of the W. Elm Road terminus). Staff has been directed to bring TID 4 projects under contract on or before June 21, 2020.

Staff is seeking guidance from Common Council on assessing for improvements in TID 4.

ANALYSIS

The current budget for infrastructure in the TID 4 project is as follow:

Franklin Corporate Park Item	Budget
Construction Items	
Hickory Pump Station	\$ 950,000
Hickory Utility Pipes	\$ 4,500,000
Pump Station Equipment	\$ 190,000
Elm Utilities Construction	\$ 2,400,000
Elm Road Storm Drainage	\$ 200,000
Hickory ROW	\$ 350,000
Hickory ROW	\$ 260,000
Phase 1 Tree Mitigation	\$ 25,000
Land Acquisition	
Elm Right of Way	\$ 400,000
Professional Services	
Franklin Corp Park Phase 1	\$ 475,000
Franklin Corp Park Environmental	\$ 34,000
Hickory- Construction Inspection	\$ 420,000
Elm- Construction Inspection	\$ 350,000
Hickory Material Inspection	\$ 40,000
Miscellaneous Consultants	\$ 100,000
Totals:	\$ 10,694,000

Without a detailed study, it is conceivable that 50%-75% could be attributed to benefited properties- approximately \$5 million to \$8 million. However, TIDs are intended to generally create improvements in distressed, underdeveloped, or underutilized parts of a jurisdiction where development might otherwise not occur.

OPTIONS

- A. Direct Staff to prepare Engineer's Report for assessment of improvements in TID4; or
- B. Direct Staff to proceed on improvements for TID 4 without consideration of assessments of benefited properties; Or,
- C. Refer back to Staff with further direction.

FISCAL NOTE

The 2020 Budget includes an \$11 million projects appropriation which provides for projects in TID 4. To be eligible for inclusion in TID 4 projects, and meet the statutory expenditure period ending June 21, 2020, the project must be contracted by that date.

Costs that are recovered by Special Assessments are not eligible TID project costs.

RECOMMENDATION

(Option B) Direct Staff to proceed on improvements for TID 4 without consideration of assessments for any infrastructure improvements in Tax Increments District 4 for benefited properties.

Engineering Department: GEM

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	RESOLUTION TO AWARD FRANKLIN CORPORATE PARK – WASTEWATER PUMPING STATION TO STAAB CONSTRUCTION CORP. IN THE AMOUNT OF \$867,000	ITEM NO. 8.25.

BACKGROUND

Tax Increment District No. 4 (TID 4) is a TID in the southeast corner of the City (area bounded by S. 27th Street, W. Oakwood Road, and W. County Line Road and west of the W. Elm Road terminus). Staff has been directed to bring TID 4 projects under contract on or before June 21, 2020.

On November 5, 2019, Common Council directed Staff to bid the S. Hickory Lane Utility Corridor project, which was bid in two parts: 1) the pump station; and 2) the pipe work. This council action addresses the pump station work, labeled the “Franklin Corporate Park – Wastewater Pumping Station.”

ANALYSIS

Three bids for the project were received on December 11, 2019. Ruekert & Mielke is the design engineer and prepared the attached recommendation of award.

It is recommended to award this project to Staab Construction Corp. Staff has reviewed the attached documents and agree with the recommendation.

Note that without an extension granted by the bidder, the 60-day deadline to award the contract will expire on February 9, 2020.

This is a lump sum contract where the contractor is paid for an all-inclusive project, however, unknown conditions and changes are typical for a project of this magnitude. Approximately 10% contingency is recommended. Therefore, the award will be for \$867,000 but it is recommended that Common Council authorize expenditures of up to \$950,000 for this project.

Any award needs to be contingent on purchase of all property and acquisition of all permits. Both of these issues are expected to be resolved soon.

OPTIONS

- A. Award Bid to Staab Construction Corp. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

This project is included in the project plan for TID 4 and the 2020 Budget includes an \$11 million projects appropriation which provides for this project. To be eligible for inclusion in TID 4 projects, and meet the statutory expenditure period ending June 21, 2020, the project must be contracted by that date.

RECOMMENDATION

(Option A) Resolution 2020-_____, a resolution to award the base bid of Franklin Corporate Park – Wastewater Pumping Station to Staab Construction Corp. in the amount of \$867,000, contingent on purchase of all property and acquisition of all permits.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION TO AWARD FRANKLIN CORPORATE PARK –
WASTEWATER PUMPING STATION TO STAAB CONSTRUCTION CORP. IN THE
AMOUNT OF \$867,000

WHEREAS, Franklin adopted Tax Increment District No. 4 (TID 4) on June 21, 2005; and

WHEREAS, the Project Plan for TID 4 includes sewer collection system in the list of approved public works; and

WHEREAS, the City of Franklin advertised and solicited bids for the Franklin Corporate Park – Wastewater Pumping Station project; and

WHEREAS, the low bidder was Staab Construction Corp., with a lump sum price bid of \$867,000; and

WHEREAS, expenses and overruns are budgeted at least 10% of the expenses; and

WHEREAS, Staab Construction Corp. is a qualified public works contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff and consultant to award the contract in the amount of \$867,000 to Staab Construction Corp.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Staab Construction Corp. be awarded the contract for the Franklin Corporate Park – Wastewater Pumping Station project; and

BE IT FURTHER RESOLVED that up to \$950,000 by authorized for payment from the Tax Increment District No. 4 budget; and

BE IT FURTHER RESOLVED that award is contingent on purchase of property from parcels with Tax Key 950 9997 001 and Tax Key 979 9999 000 and also acquisition of all state and local permits; and

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Staab Construction Corp. on behalf of the City.

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

December 13, 2019

Mr. Glen E. Morrow, P.E.
City Engineer/Director of Public Works
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

RE Franklin Corporate Park
Wastewater Pumping Station

Dear Mr. Morrow

Bids for the above project were opened on December 11, 2019 at 10:00 a.m. at Franklin City Hall and were as follows:

BIDDER	BASE BID
Staab Construction Corp	\$867,000.00
Super Excavators, Inc.	\$873,909.00
Mid City Corporation	\$1,043,450.00

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

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder.
3. Low bidder has successfully completed similar projects over the last several years. R/M has extensive experience working with Staab Construction Corp and can attest to their proficiency in pumping station construction.

On these bases, we recommend that Staab Construction Corporation be awarded the Franklin Corporate Park Wastewater Pumping Station contract in the amount of \$867,000.00, contingent on all easement acquisitions being completed and contingent on receipt of approvals by regulatory agencies having jurisdiction over the project. On all construction projects, and especially complex ones like this, unpredictable factors may increase the final contract amount. For this reason, we recommend that the City include a 10 percent contingency when preparing the financial plan for this work.

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

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use. After Council approval has been received, please have the appropriate official sign where indicated and forward all three signed copies of the Notice of Award to our office. We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.



Mr Glen E Morrow, P E
City of Franklin
December 13, 2019
Page 2

Bids remain subject to acceptance until February 9, 2019, unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Respectfully,

RUEKERT & MIELKE, INC

A handwritten signature in black ink, appearing to read 'Mark B Van Weelden'.

Mark B Van Weelden, P.E.
Project Engineer
mvanweelden@ruekert-mielke.com

MBV sjs
Encl Notice of Award

cc Calli Berg, CECD EDFP, City of Franklin
Michael Roberts, City of Franklin
Anthony D Petersen, P E , Ruekert & Mielke, Inc.

NOTICE OF AWARD

		Date of Issuance	_____
Contract	Franklin Corporate Park Wastewater Pumping Station	Owner	City of Franklin
Bidder	Staab Construction Corporation	Engineer	Ruekert & Mielke, Inc
Address	1800 Laemle Avenue Marshfield, WI 54449	Engineer's Project No	58-10013 205

TO BIDDER

You are notified that your Bid dated December 11, 2019 for the above Contract has been accepted by Owner, contingent on all easement acquisitions being completed and contingent on receipt of approvals by regulatory agencies having jurisdiction over the project. You are the Successful Bidder and are awarded a Contract for

Franklin Corporate Park Wastewater Pumping Station Project

The Contract Price of your Contract is \$ 867,000 00

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award

- 1 Deliver to Engineer 1 fully executed counterpart of the Contract Documents
- 2 Deliver with the executed Agreement the Bid security as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6 01), and Supplementary Conditions (Paragraph SC-6.01).
3. Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions

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

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement

Owner: CITY OF FRANKLIN

By _____

Authorized Signature

Title _____

Date _____

Copy Engineer

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	RESOLUTION TO AWARD FRANKLIN CORPORATE PARK – S. HICKORY STREET CORRIDOR UTILITY IMPROVEMENTS TO SUPER EXCAVATORS, INC. IN THE AMOUNT OF \$4,058,768	ITEM NO. <i>M. 26.</i>

BACKGROUND

Tax Increment District No. 4 (TID 4) is a TID in the southeast corner of the City (area bounded by S. 27th Street, W. Oakwood Road, and W. County Line Road and west of the W. Elm Road terminus). Staff has been directed to bring TID 4 projects under contract on or before June 21, 2020.

On November 5, 2019, Common Council directed Staff to bid the S. Hickory Lane Utility Corridor project, which was bid in two parts: 1) the pump station; and 2) the pipe work. This council action addresses the pipe work, labeled the “Franklin Corporate Park – S. Hickory Street Corridor Utility Improvements.”

ANALYSIS

Five bids for the project were received on December 11, 2019. Ruckert & Mielke is the design engineer and prepared the attached “Recommendation of Award” and “Cost Comparisons of Bidders.” The Recommendation of Award discusses the Base Bid and Alternate Bids.

It is recommended to award this project to Super Excavators Inc., but award only the Base Bid. If permitting does not go as anticipated, an additional change order will be added (within the next few months). Staff has reviewed the attached documents and agree with the recommendation.

Note that without an extension granted by the bidder, the 60-day deadline to award the contract will expire on February 9, 2020.

This is a unit price contract where the contractor is paid per the actual amount of work installed, not the anticipated quantities. In addition, a minimum of 10% contingency is recommended. Therefore, the award will be for \$4,058,768 but it is recommended that Common Council authorize expenditures of up to \$4.5 million for this project.

Any award needs to be contingent on purchase of all property and acquisition of all permits. Both of these issues are expected to be resolved soon.

OPTIONS

- A. Award Base Bid only to Super Excavators. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

This project is included in the project plan for TID 4 and the 2020 Budget includes an \$11 million projects appropriation which provides for this project. To be eligible for inclusion in TID 4 projects, and meet the statutory expenditure period ending June 21, 2020, the project must be contracted by that date.

RECOMMENDATION

(Option A) Resolution 2020-_____, a resolution to award the base bid of Franklin Corporate Park – S. Hickory Street Corridor Utility Improvements to Super Excavators, Inc. in the amount of \$4,058,768, contingent on purchase of all property and acquisition of all permits.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2020 - _____

RESOLUTION TO AWARD FRANKLIN CORPORATE PARK – S. HICKORY STREET
CORRIDOR UTILITY IMPROVEMENTS TO SUPER EXCAVATORS, INC. IN THE
AMOUNT OF \$4,058,768

WHEREAS, Franklin adopted Tax Increment District No. 4 (TID 4) on June 21, 2005; and

WHEREAS, the Project Plan for TID 4 includes sewer collection system in the list of approved public works; and

WHEREAS, the City of Franklin advertised and solicited bids for the Franklin Corporate Park – S. Hickory Street Corridor Utility Improvements project; and

WHEREAS, the low bidder was Super Excavators, Inc., with a unit price bid of \$4,058,768; and

WHEREAS, expenses and overruns are budgeted at least 10% of the expenses; and

WHEREAS, Super Excavators, Inc. is a qualified public works contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff and consultant to award the contract in the amount of \$4,058,768 to Super Excavators, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Super Excavators, Inc. be awarded the contract for the Franklin Corporate Park – S. Hickory Street Corridor Utility Improvements project; and

BE IT FURTHER RESOLVED that up to \$4,500,000 by authorized for payment from the Tax Increment District No. 4 budget; and

BE IT FURTHER RESOLVED that award is contingent on purchase of property from parcels with Tax Key 950 9997 001 and Tax Key 979 9999 000 and also acquisition of all state and local permits; and

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

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

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

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

COST COMPARISON OF BIDDERS

OWNER: City of Franklin
 PROJECT: Franklin Corporate Park S. Hickory Street Corridor Utility Improvements
 BID OPENING DATE: December 11, 2019

BASE BID			Super Excavators, Inc.		Globe Contractors, Inc.		Donner Inc.		Fletcher Excavating, Inc.		Mid City Corporation		
ITEM #	ITEM DESCRIPTION	UNIT	QTY	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
1	Traffic Control	L.S.	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$3,978.00	\$3,978.00	\$3,000.00	\$3,000.00	\$9,000.00	\$9,000.00
2	Barrier Fence	L.F.	9,100	\$2.00	\$18,200.00	\$3.00	\$27,300.00	\$3.10	\$28,210.00	\$2.95	\$26,845.00	\$1.80	\$16,380.00
3	Silt Fence (If Required)	L.F.	1,000	\$2.00	\$2,000.00	\$2.00	\$2,000.00	\$2.10	\$2,100.00	\$2.00	\$2,000.00	\$1.45	\$1,450.00
4	Temporary Seed and Mulch (If Required)	S.Y.	25,000	\$0.50	\$12,500.00	\$0.40	\$10,000.00	\$0.40	\$10,000.00	\$0.34	\$8,500.00	\$0.45	\$11,250.00
5	Tracking Pad	S.F.	7,000	\$5.00	\$35,000.00	\$3.00	\$21,000.00	\$2.50	\$17,500.00	\$1.15	\$8,050.00	\$4.50	\$31,500.00
6	Manufactured Perimeter Control (Erosion Logs)	L.F.	9,050	\$3.00	\$27,150.00	\$5.00	\$45,250.00	\$4.20	\$37,800.00	\$4.65	\$41,797.50	\$2.60	\$23,530.00
7	Manufactured Ditch Check (Erosion Logs)	L.F.	15	\$3.00	\$45.00	\$5.00	\$75.00	\$5.20	\$78.00	\$4.95	\$74.25	\$2.60	\$39.00
8	Inlet Protection, Type C	EA.	10	\$90.00	\$900.00	\$65.00	\$650.00	\$144.00	\$1,440.00	\$85.00	\$850.00	\$55.00	\$550.00
9	Erosion Mat, Class 1 Type A (If Required)	S.Y.	3,500	\$1.70	\$5,950.00	\$2.00	\$7,000.00	\$1.70	\$5,950.00	\$1.60	\$5,600.00	\$1.55	\$5,425.00
10	Erosion Mat, Class 2 Type B (If Required)	S.Y.	500	\$2.50	\$1,250.00	\$3.00	\$1,500.00	\$2.60	\$1,300.00	\$2.50	\$1,250.00	\$2.25	\$1,125.00
11	Clearing, Grubbing and Tree Removal	L.S.	1	\$21,000.00	\$21,000.00	\$16,000.00	\$16,000.00	\$20,475.00	\$20,475.00	\$18,635.00	\$18,635.00	\$14,000.00	\$14,000.00
12	Full Depth Pavement Saw Cutting	L.F.	550	\$4.00	\$2,200.00	\$3.00	\$1,650.00	\$5.00	\$2,750.00	\$2.25	\$1,237.50	\$1.50	\$825.00
13	Excavation Below Subgrade - Pipelines	C.Y.	250	\$115.00	\$28,750.00	\$50.00	\$12,500.00	\$48.00	\$11,560.00	\$100.00	\$25,000.00	\$75.00	\$18,750.00
14	Sanitary Sewer, 8-inch SDR 35 PVC Pipe w/Granular Backfill	L.F.	24	\$230.00	\$5,520.00	\$523.00	\$12,552.00	\$485.00	\$11,620.00	\$483.00	\$11,592.00	\$175.00	\$4,200.00
15	Sanitary Sewer, 8-inch SDR 35 PVC Pipe w/Spill Backfill	L.F.	350	\$80.00	\$28,000.00	\$88.00	\$30,800.00	\$95.00	\$33,250.00	\$204.00	\$71,400.00	\$150.00	\$52,500.00
16	Sanitary Sewer, 8-inch Pressure Rated C-900 DR18 PVC Pipe w/Spill Backfill	L.F.	350	\$70.00	\$24,500.00	\$112.00	\$39,200.00	\$100.00	\$35,000.00	\$226.00	\$79,100.00	\$1,000.00	\$350,000.00
17	Sanitary Sewer, 12-inch SDR 35 PVC Pipe w/Spill Backfill	L.F.	140	\$122.00	\$17,080.00	\$118.00	\$16,520.00	\$125.00	\$17,500.00	\$125.00	\$17,500.00	\$175.00	\$24,500.00
18	Sanitary Sewer, 12-inch Pressure Rated C-900 DR18 PVC Pipe w/Granular Backfill	L.F.	720	\$280.00	\$201,600.00	\$515.00	\$370,800.00	\$900.00	\$648,000.00	\$780.00	\$561,600.00	\$1,150.00	\$828,000.00
19	Sanitary Sewer, 12-inch Pressure Rated C-900 DR14 PVC Pipe w/Granular Backfill	L.F.	732	\$125.00	\$91,500.00	\$120.00	\$87,840.00	\$140.00	\$102,840.00	\$878.00	\$641,856.00	\$1,175.00	\$860,100.00
20	Sanitary Sewer, 12-inch Pressure Rated C-900 DR18 PVC Pipe w/Spill Backfill	L.F.	1,986	\$130.00	\$258,180.00	\$178.00	\$353,484.00	\$140.00	\$278,440.00	\$263.00	\$521,814.00	\$1,075.00	\$2,145,700.00
21	Sanitary Sewer, 15-inch SDR 35 PVC Pipe w/Slurry Backfill	L.F.	14	\$2,275.00	\$31,850.00	\$1,075.00	\$15,050.00	\$300.00	\$4,200.00	\$529.00	\$7,406.00	\$2,500.00	\$35,000.00
22	Sanitary Force Main, 8-inch w/Slurry Backfill	L.F.	915	\$300.00	\$274,500.00	\$295.00	\$269,825.00	\$220.00	\$201,600.00	\$518.00	\$473,970.00	\$165.00	\$150,975.00
23	Sanitary Force Main, 8-inch w/Granular Backfill	L.F.	2,820	\$210.00	\$592,200.00	\$118.00	\$332,760.00	\$123.00	\$347,460.00	\$228.00	\$643,740.00	\$100.00	\$282,000.00
24	Sanitary Force Main, 8-inch w/Spill Backfill	L.F.	8,045	\$65.00	\$522,925.00	\$57.00	\$458,565.00	\$65.00	\$522,925.00	\$138.00	\$1,113,900.00	\$85.00	\$683,825.00
25	Force Main Valves, 8-inch	EA.	4	\$5,000.00	\$20,000.00	\$6,000.00	\$24,000.00	\$2,915.00	\$11,660.00	\$5,505.00	\$22,020.00	\$2,500.00	\$10,000.00
26	Air Release Structure	EA.	2	\$25,000.00	\$50,000.00	\$34,000.00	\$68,000.00	\$16,655.00	\$33,310.00	\$26,363.00	\$52,726.00	\$25,000.00	\$50,000.00
27	Connect 8-inch Dual Force Mains to Pump Station Site Piping After Pump Station is Operational	L.S.	1	\$7,500.00	\$7,500.00	\$30,000.00	\$30,000.00	\$7,227.00	\$7,227.00	\$11,410.00	\$11,410.00	\$15,000.00	\$15,000.00
28	Sanitary Manhole 48-inch	V.F.	169	\$190.00	\$32,110.00	\$360.00	\$60,840.00	\$333.00	\$56,277.00	\$437.00	\$73,859.00	\$610.00	\$103,090.00
29	Sanitary Manhole Outside Drop, 48-inch	V.F.	33	\$260.00	\$8,580.00	\$500.00	\$16,500.00	\$393.00	\$12,989.00	\$731.00	\$241,720.00	\$635.00	\$207,555.00
30	Sanitary Manhole, 72-inch	V.F.	97	\$400.00	\$38,800.00	\$475.00	\$46,075.00	\$407.00	\$39,478.00	\$583.00	\$56,551.00	\$785.00	\$76,145.00
31	Sanitary Manhole Outside Drop, 72-inch	V.F.	33	\$580.00	\$19,140.00	\$1,000.00	\$33,000.00	\$526.00	\$17,358.00	\$819.00	\$27,027.00	\$1,025.00	\$33,825.00
32	Internal/External Sanitary Manhole Chimney Seal	EA.	17	\$1,200.00	\$20,400.00	\$700.00	\$11,900.00	\$387.00	\$6,579.00	\$305.00	\$5,585.00	\$750.00	\$12,750.00
33	Manhole Lining	V.F.	26	\$380.00	\$9,880.00	\$350.00	\$9,100.00	\$169.00	\$4,394.00	\$150.00	\$3,900.00	\$350.00	\$9,100.00
34	Water Main, 8-inch w/Granular Backfill	L.F.	35	\$200.00	\$7,000.00	\$196.00	\$6,860.00	\$175.00	\$6,125.00	\$311.00	\$10,885.00	\$150.00	\$5,250.00
35	Water Main, 12-inch w/Granular Backfill	L.F.	670	\$140.00	\$93,800.00	\$135.00	\$90,450.00	\$173.00	\$117,250.00	\$215.00	\$144,050.00	\$175.00	\$117,250.00
36	Water Main, 16-inch w/Granular Backfill	L.F.	907	\$200.00	\$181,400.00	\$176.00	\$161,032.00	\$225.00	\$181,575.00	\$305.00	\$246,135.00	\$200.00	\$161,400.00
37	Water Main, 8-inch w/Spill Backfill	L.F.	70	\$150.00	\$10,500.00	\$126.00	\$8,820.00	\$75.00	\$5,250.00	\$207.00	\$14,490.00	\$125.00	\$8,750.00
38	Water Main, 12-inch w/Spill Backfill	L.F.	470	\$95.00	\$44,650.00	\$78.00	\$36,660.00	\$80.00	\$37,800.00	\$112.00	\$52,640.00	\$150.00	\$70,500.00
39	Water Main, 16-inch w/Spill Backfill	L.F.	2,540	\$105.00	\$266,700.00	\$88.00	\$224,920.00	\$110.00	\$279,400.00	\$144.00	\$365,760.00	\$175.00	\$444,500.00

COST COMPARISON OF BIDDERS

OWNER: City of Franklin
 PROJECT: Franklin Corporate Park S. History Street Corridor Utility Improvements
 BID OPENING DATE: December 11, 2019

BASE BID		Super Excavators, Inc.		Globe Contractors, Inc.		Domert, Inc.		Fischer Excavating, Inc.		Mid City Corporation		
ITEM #	UNIT	QTY	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL	UNIT \$	TOTAL
40	L.F	105	\$145.00	\$15,225.00	\$126.00	\$13,230.00	\$200.00	\$21,000.00	\$176.00	\$18,690.00	\$250.00	\$26,250.00
41	L.F	65	\$92.00	\$5,980.00	\$72.00	\$4,680.00	\$90.00	\$5,850.00	\$125.00	\$8,125.00	\$200.00	\$13,000.00
42	EA.	17	\$4,700.00	\$79,900.00	\$5,200.00	\$88,400.00	\$6,879.00	\$116,943.00	\$9,520.00	\$161,840.00	\$4,500.00	\$76,500.00
43	EA.	15	\$1,900.00	\$28,500.00	\$1,900.00	\$28,500.00	\$1,769.00	\$26,535.00	\$2,331.00	\$34,965.00	\$2,000.00	\$30,000.00
44	EA.	12	\$1,700.00	\$20,400.00	\$2,000.00	\$24,000.00	\$1,893.00	\$22,716.00	\$1,845.00	\$22,140.00	\$1,500.00	\$18,000.00
45	EA.	6	\$2,800.00	\$17,400.00	\$3,100.00	\$18,600.00	\$3,369.00	\$20,214.00	\$3,284.00	\$19,584.00	\$2,750.00	\$16,500.00
46	EA.	10	\$3,600.00	\$36,000.00	\$4,000.00	\$40,000.00	\$4,245.00	\$42,450.00	\$4,123.00	\$41,230.00	\$3,500.00	\$35,000.00
47	L.F	22	\$54.00	\$1,188.00	\$112.00	\$2,464.00	\$54.00	\$1,188.00	\$87.00	\$1,914.00	\$125.00	\$2,750.00
48	EA.	1	\$300.00	\$300.00	\$350.00	\$350.00	\$662.00	\$662.00	\$459.00	\$459.00	\$400.00	\$400.00
49	EA.	1	\$300.00	\$300.00	\$300.00	\$300.00	\$432.00	\$432.00	\$400.00	\$400.00	\$279.00	\$279.00
50	L.F	1-155	\$10.00	\$1,550.00	\$10.00	\$1,550.00	\$8.00	\$8,920.00	\$35.00	\$4,025.00	\$5.00	\$5,775.00
51	EA.	9	\$760.00	\$6,840.00	\$500.00	\$4,500.00	\$1,193.00	\$10,737.00	\$2,000.00	\$18,000.00	\$1,250.00	\$11,250.00
52	L.F	95	\$95.00	\$9,025.00	\$75.00	\$7,125.00	\$80.00	\$7,650.00	\$85.00	\$8,075.00	\$95.00	\$9,025.00
53	S.F	7-280	\$7.00	\$49.00	\$5.00	\$35.00	\$4.90	\$34.30	\$6.00	\$42.00	\$5.75	\$41.745.00
54	L.S.	1	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,877.00	\$2,877.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
55	S.Y	390	\$24.00	\$9,360.00	\$34.00	\$13,260.00	\$12.30	\$4,797.00	\$13.00	\$5,070.00	\$9.25	\$3,607.50
56	S.Y	39 825	\$3.00	\$119,475.00	\$3.40	\$1,356.00	\$4.00	\$1,560.00	\$1.42	\$55,551.50	\$0.60	\$23,895.00
57	S.Y	13,610	\$3.50	\$47,685.00	\$3.60	\$48,996.00	\$4.00	\$54,440.00	\$1.87	\$25,728.70	\$1.00	\$13,610.00
58	S.Y	7-100	\$4.00	\$28,400.00	\$3.40	\$23,860.00	\$4.00	\$28,400.00	\$1.42	\$10,082.00	\$0.60	\$4,260.00
59	S.Y	395	\$12.00	\$4,740.00	\$10.00	\$3,950.00	\$10.20	\$4,028.00	\$11.03	\$4,356.85	\$4.10	\$1,619.50
60	S.Y	8,215	\$4.00	\$32,860.00	\$5.60	\$45,918.00	\$7.10	\$58,226.50	\$8.08	\$66,377.20	\$3.00	\$24,645.00
				\$4,058,768.00		\$4,203,337.00		\$4,612,459.50		\$5,816,670.50		\$6,684,000.00
MANDATORY ALTERNATES												
MA-01	L.F	200	\$2.00	\$400.00	\$15.00	\$3,000.00	\$5.30	\$1,060.00	\$2.95	\$590.00	\$1.60	\$360.00
MA-02	L.F	200	\$3.00	\$600.00	\$8.00	\$1,600.00	\$5.30	\$1,060.00	\$7.95	\$1,590.00	\$2.60	\$520.00
MA-03	L.F	60	\$750.00	\$45,000.00	\$885.00	\$70,860.00	\$390.00	\$31,200.00	\$482.00	\$28,960.00	\$1,050.00	\$63,000.00
MA-04	L.F	170	\$120.00	\$20,400.00	\$268.00	\$45,560.00	\$48.00	\$8,160.00	\$166.00	\$28,260.00	\$325.00	\$55,750.00
MA-05	L.F	80	\$320.00	\$25,600.00	\$400.00	\$32,000.00	\$141.00	\$11,280.00	\$387.00	\$30,960.00	\$550.00	\$44,000.00
				\$107,000.00		\$153,040.00		\$53,360.00		\$97,060.00		\$184,130.00
				\$4,165,768.00		\$4,356,377.00		\$4,665,819.50		\$5,913,730.50		\$7,068,130.00

** Globe's Final total on their Bid Form is \$4,302,158.00

December 13, 2019

Mr. Glen E. Morrow, P.E.
 City Engineer/Director of Public Works
 City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132

RE: Franklin Corporate Park - S Hickory Street Corridor Utility Improvements
 Recommendation of Award

Dear Mr. Morrow:

Bids for the above project were opened on December 11, 2019 at 10:00 a.m. at the Franklin City Hall and were as listed on the attached bid tabulation. The base bid results are as follows.

Base Bid Results	
Bidder	Base Bid
Super Excavators, Inc	\$4,058,768.00
Globe Contractors, Inc	\$4,203,337.00
Dorner, Inc	\$4,612,459.50
Fischer Excavating, Inc	\$5,816,670.50
Mid City Corporation	\$6,884,000.00

Bidders were also required to provide bids for five Mandatory Alternate Bid Items. The alternate bid items are for the additional cost to complete the project in the event that a permit to temporarily disturb wetlands is not issued. Bid results including all Mandatory Alternate Bid items were as follows:

Mandatory Alternate Bid Results			
Bidder	Base Bid	All Mandatory Alternate Bid Items	Total Base Bid And All Mandatory Alternate Bid Items
Super Excavators, Inc.	\$4,058,768.00	\$107,000.00	\$4,165,768.00
Globe Contractors, Inc	\$4,203,337.00	\$153,040.00	\$4,365,377.00
Dorner, Inc	\$4,612,459.50	\$53,360.00	\$4,665,819.50
Fischer Excavating, Inc	\$5,816,670.50	\$97,060.00	\$5,913,730.50
Mid City Corporation	\$6,884,000.00	\$184,130.00	\$7,068,130.00

The permit to allow temporary impact to wetlands has not yet been received. However, we are optimistic that the permit will be issued. Therefore, we recommend award of the Base Bid only at this time. If the

Mr Glen E Morrow, PE
Re S Hickory Street Corridor Utility Improvements - Recommendation of Award
December 13, 2019
Page 2

temporary wetland impact permit is not received, then we will recommend the City of Franklin add the Mandatory Alternate Bid items to the contract by approved change order at a later date using the bid unit prices submitted by Super Excavators, Inc

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

1. The Bid Form has been appropriately completed
- 2 We have no objections to the low bidder
- 3 Low bidder has successfully completed similar projects over the last several years

On these bases, we recommend that Super Excavators, Inc be awarded the Franklin Corporate Park - S Hickory Street Corridor Utility Improvements contract in the amount of \$4,058,768 00, contingent on all easement acquisitions being completed and contingent on receipt of approvals by regulatory agencies having jurisdiction over the project This amount is based on the bid unit prices and estimated quantities Actual quantities, and therefore the final contract price, may vary On all construction projects, and especially complex ones like this, unpredictable factors may increase the final contract amount For this reason, we recommend that the City of Franklin include a 10 percent contingency when preparing the financial plan for this work

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

Should you decide to accept our recommendation, we have prepared the enclosed Notice of Award for your use After Council approval has been received, please have the appropriate official sign where indicated and forward a signed copy of the Notice of Award to our office We will then fill in the date at the top of page one and forward it, with contracts for execution, to the Contractor One fully completed Notice of Award will be returned to you for your records

Bids remain subject to acceptance until February 9, 2020, unless Bidder agrees to an extension Please advise us of your award decision, or call if there are any questions

Respectfully,

RUEKERT & MIELKE, INC



Anthony D Petersen, P E (WI, IA)
Senior Project Manager
apetersen@ruekert-mielke.com

ADP adp
Enclosures Bid Tabulation and Notice of Award
cc Calli Berg, CEcD, EDFP, City of Franklin
Michael Roberts, City of Franklin
Mark Van Weelden, P E , Ruekert & Mielke, Inc
File

NOTICE OF AWARD

	Date of Issuance	_____
	Owner	City of Franklin
Contract	Franklin Corporate Park – S Hickory Street Corridor Utility Improvements	
Bidder	Super Excavators, Inc	Engineer Ruekert & Mielke, Inc
Address	N59 W14601 Bobolink Avenue Menomonee Falls, WI 53051	Engineer's Project No 58-10013 200

TO BIDDER

You are notified that your Bid dated December 11, 2019 for the above Contract has been accepted by Owner, contingent on all easement acquisitions being completed and contingent on receipt of approvals by regulatory agencies having jurisdiction over the project. You are the Successful Bidder and are awarded a Contract for

Base Bid for Franklin Corporate Park - S Hickory Street Corridor Utility Improvements

The Contract Price of your Contract is \$4,058,768.00

The permit to allow temporary impact to wetlands has not yet been received. Therefore, the City of Franklin reserves the right to add the Mandatory Alternate Bid items to the contract by approved change order at a later date using the bid unit prices submitted by Super Excavators, Inc

Two (2) copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award, or have been transmitted or made available to Bidder electronically

Bidder must comply with the following conditions precedent within 15 days of the date of issuance of this Notice of Award

- 1 Deliver to Engineer two (2) fully executed counterparts of the Contract Documents
- 2 Deliver with the executed Agreement the Bid security as specified in the Instructions to Bidders (Article 21), General Conditions (Paragraph 6 01), and Supplementary Conditions (Paragraph SC-6 01)
- 3 Deliver with the executed Agreement certificates and other evidence of insurance as specified in the General Conditions (Article 6) and the Supplementary Conditions modifying Article 6 of the General Conditions

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

Within 10 days after you comply with the above conditions, Engineer will return to you one fully executed counterpart of the Agreement

Owner: City of Franklin

By _____
Authorized Signature

Title _____

Date _____

Copy Engineer

00 51 00-1

APPROVAL <i>Sw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	RESOLUTION TO AUTHORIZE TASK ORDER NO. 7 TO RUEKERT & MIELKE'S CONTRACT FOR FRANKLIN CORPORATE PARK, PHASE 1 DATED NOVEMBER 4, 2014, FOR CONSTRUCTION SERVICES RELATED TO S. HICKORY STREET CORRIDOR UTILITY IMPROVEMENTS AND PUMP STATION PROJECTS FOR AN HOURLY, TIME AND MATERIALS CONTRACT FOR \$413,750	ITEM NO. <i>M.27.</i>

BACKGROUND

Tax Increment District No. 4 (TID 4) is a TID in the southeast corner of the City (area bounded by S. 27th Street, W. Oakwood Road, and W. County Line Road and west of the W. Elm Road terminus). Staff has been directed to bring TID 4 projects under contract on or before June 21, 2020.

The S. Hickory Street Corridor Utility Improvements and Pump Station projects have been bid and are expected to be awarded elsewhere on this agenda.

ANALYSIS

Staff has reviewed the proposed scope of services and find that they are needed services to complete projects of this magnitude. The task order is written as an hourly time and materials contract and only services provided will be approved for payment.

OPTIONS

- A. Authorize Ruekert & Mielke to perform the services outlined in the attached Task Order No. 7. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

This project is included in the project plan for TID 4.

RECOMMENDATION

(Option A) Resolution 2020-_____ a resolution to authorize Task Order No. 7 to Ruekert & Mielke's contract for Franklin Corporate Park, Phase 1 dated November 4, 2014, for construction services related to S. Hickory Street Corridor Utility Improvements and Pump Station projects for an hourly, time and materials contract for \$413,750.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

RESOLUTION TO AUTHORIZE TASK ORDER NO. 7 TO
RUEKERT & MIELKE’S CONTRACT FOR FRANKLIN CORPORATE PARK, PHASE 1
DATED NOVEMBER 4, 2014, FOR CONSTRUCTION SERVICES RELATED TO
S. HICKORY STREET CORRIDOR UTILITY IMPROVEMENTS AND PUMP STATION
PROJECTS FOR AN HOURLY, TIME AND MATERIALS CONTRACT FOR \$413,750

WHEREAS, RES. 2014-7034 authorized certain officials to execute an agreement with Ruckert & Mielke, Inc. and Hitchcock Design Group for potential business park development engineering and planning services, with costs thereof to be funded by Tax Incremental District No. 4.; and

WHEREAS, Common Council has awarded construction contracts for the S. Hickory Street Corridor Utility Improvements and Pump Station projects; and

WHEREAS, construction administration and inspection services are needed to help the City ensure proper construction of the projects; and

WHEREAS, Ruckert & Mielke is a competent and qualified engineering consultant who has particular knowledge regarding this project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Ruckert & Mielke be authorized a notice to proceed on a Task Order No. 7 of a professional service agreement for Franklin Corporate Park, Phase 1 dated November 4, 2014.

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 _____

TASK ORDER

This is Task Order No. 7,
consisting of 7 pages
including Exhibits.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 4, 2014 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order January 21, 2020
- b. Owner: City of Franklin
- c. Engineer: Ruekert & Mielke, Inc.
- d. Specific Project (title): Franklin Corporate Park
- e. Specific Project (description): S. Hickory Street Corridor Utility Improvements and Pump Station

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

Project Management

Project Scoping
Coordination with City's Testing Consultant
Internal Project Meetings
Attend Common Council Meetings
Attend Scheduled Progress Meetings
Additional Utility Site Visits by Engineer
Additional Pump Station Site Visits by Engineer

Construction Contract Administration and Staking

Contracts
Preconstruction Conference
Review Contractor Submittals
Prepare Stakeout Data - Utilities
Construction Staking - Utilities
Prepare Stakeout Data - Pump Station
Construction Staking - Pump Station
General Administration
Process Partial Payment Applications
Process Routine Utility Contract Modifications
Process Routine Pump Station Contract Modifications
Process Final Closeout Change Order

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

Issue Substantial Completion
Prepare Punch Lists
Project Closeout Documents
O&M Manual
SCADA Integration
Defective Work

On-Site Construction Review

Utility Construction Review
Pump Station Construction Review
Conduct Erosion Control Inspections
Followup Punchlist Inspections
Measure Final Quantities
Lift Station Startup
Telemetry Testing

Record Drawings

Record Drawing Survey
Prepare DRAFT Record Drawings
Prepare Final Record Drawings

B. Resident Project Representative (RPR) Services

Exhibit D of the Agreement is omitted from this Task Order. The authority and responsibilities of the Resident Project Representative shall follow the General Conditions and Supplementary Conditions of each Construction Contract. The Construction Contracts for both projects are expressly incorporated in this Task Order by reference.

C All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A Additional Services that may be authorized or necessary under this Task Order are as follows: None

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following:

- Acquire real property necessary to construct public underground utility and sewage pump station site improvements along S. Hickory Street corridor.
- Retain consultant to perform testing following Contract Documents.
- Provide Project Manager to coordinate Owner's activities.
- Provide legal services as required for Project.
- Attend Project meetings.
- Coordinate with Owner's Financial Advisors

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule.

- City of Franklin awards construction contracts and commencement of construction phase services: January 21, 2020.
- Notices to Proceed are issued to Contractors on or before: February 3, 2020.
- Contractors achieve substantial completion by: June 19, 2020.
- Projects are ready for final payment and closure of construction contracts by: July 10, 2020.
- Final record drawings completed by: October 30, 2020

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

	Description of Service	Amount	Basis of Compensation
1	Basic Services Outlined in Above Scope*	\$413,750	Hourly
	TOTAL COMPENSATION	\$413,750	Hourly
2	Additional Services (Part 2 of Exhibit A)	Negotiated	Hourly

*Estimated Based on a 5-month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

None.

8. Other Modifications to Agreement and Exhibits:

- Replace Appendices 1 and 2 to Exhibit C in Agreement with the attached:
 - Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2020.
 - Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2020.
- Omit Exhibit D of the Agreement. Replace

9. Attachments:

- Appendix 1 to Exhibit C - Reimbursable Expenses Schedule – 2020.
- Appendix 2 to Exhibit C - Standard Hourly Rates Schedule – 2020.

10. Other Documents Incorporated by Reference:

Construction Contracts for:

- Franklin Corporate Park – S. Hickory Street Corridor Improvements.
- Franklin Corporate Park Wastewater Pumping Station.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is January 21, 2020.

OWNER:

City of Franklin

By: _____

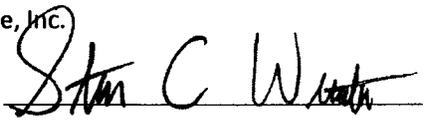
Name: Steve Olson

Title: Mayor

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By:  _____

Name: Steven C Wurster, P E

Title: Senior Vice President, COO

Date: January 13, 2020

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Title: _____

Address: 9229 W Loomis Road
Franklin, WI 53132

Email Address: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Anthony D. Petersen, P E.

Title: Senior Project Manager

Address: W233 N2080 Ridgeview Parkway
Waukesha, WI 53188-1020

Email Address: apetersen@ruekert-mielke.com

CITY OF FRANKLIN

ATTEST:

By: _____

Name: Sandra L. Wesolowski

Title: City Clerk

Date Signed: _____

APPROVED AS TO FORM:

By: _____

Name: Jesse A Wesolowski

Title: City Clerk

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	RESOLUTION TO AUTHORIZE TERRACON A CONTRACT FOR CONSTRUCTION OBSERVATION AND TESTING SERVICES RELATED TO S. HICKORY STREET CORRIDOR UTILITY IMPROVEMENTS AND PUMP STATION PROJECTS FOR AN HOURLY, TIME AND MATERIALS CONTRACT FOR \$40,000	ITEM NO. <i>M.28.</i>

BACKGROUND

Tax Increment District No. 4 (TID 4) is a TID in the southeast corner of the City (area bounded by S. 27th Street, W. Oakwood Road, and W. County Line Road and west of the W. Elm Road terminus). Staff has been directed to bring TID 4 projects under contract on or before June 21, 2020.

The S. Hickory Street Corridor Utility Improvements and Pump Station projects have been bid and are expected to be awarded elsewhere on this agenda.

ANALYSIS

Staff has reviewed the proposed scope of services and find that they are needed services to complete projects of this magnitude. The task order is written as an hourly time and materials contract and only services provided will be approved for payment.

As shown in attachment A of the agreement, the estimated amount of effort is forecasted to be \$34,800. However, there are many factors affecting the amount of effort needed that are beyond the control of Terracon so note that this amount is an estimate of needed services and not a not-to-exceed price. As such, staff recommends that a purchase order of \$40,000 be authorized.

OPTIONS

- A. Authorize Terracon to perform the needed inspection and materials testing services. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

This project is included in the project plan for TID 4.

RECOMMENDATION

(Option A) Resolution 2020-_____ a resolution to authorize Terracon a contract for construction observation and testing services related to S. Hickory Street Corridor Utility Improvements and Pump Station projects for an hourly, time and materials contract for \$40,000.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2020- _____

RESOLUTION TO AUTHORIZE TERRACON A CONTRACT FOR
CONSTRUCTION OBSERVATION AND TESTING SERVICES RELATED TO
S. HICKORY STREET CORRIDOR UTILITY IMPROVEMENTS AND PUMP STATION
PROJECTS FOR AN HOURLY, TIME AND MATERIALS CONTRACT FOR \$40,000

WHEREAS, Common Council has awarded construction contracts for the S. Hickory Street Corridor Utility Improvements and Pump Station projects within the Tax Incremental District No. 4.; and

WHEREAS, construction inspection and materials testing services are needed to help the City ensure proper construction of the projects; and

WHEREAS, Terracon is a competent and qualified materials testing consultant who has particular knowledge regarding this project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that Terracon be authorized a notice to proceed for the construction observation and testing services related to S. Hickory Street Corridor Utility Improvements and Pump Station projects for an hourly, time and materials contract for \$40,000.

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 _____

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Terracon Consultants, Inc. _____ (hereinafter "CONTRACTOR"), whose principal place of business is _10841 S. Ridgeview Road, Olathe, KS 66061_____.

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 construction observation and testing services for the Franklin Business Park 27th & Oakwood_____;

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 _ the Franklin Business Park 27th & Oakwood _____, as described in CONTRACTOR's proposal to CLIENT dated _January 8, 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. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this clause.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, [at our standard billing rates] [with a not-to-exceed budget of \$_34,800_____], 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 \$_34,800_____. 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. _____ 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, _____ CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT, such consent not to be unreasonably withheld.

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, 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, upon receipt of payment 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. CONTRACTOR may retain one copy of its work product for its internal record-keeping purposes. CONTRACTOR is not liable for any unauthorized reuse or modification of its work product.
- 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	\$3,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$10,000,000
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. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

XII. 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

BY _____
Stephen R. Olson, Mayor

DATE _____

BY _____
Sandra L. Wesolowski, City Clerk

DATE _____

BY _____
Paul Rotzenberg, Director of Finance and
Treasurer

APPROVED AS TO FORM

Jesse A. Wesolowski, City Attorney

DATE _____

Terracon Consultants, Inc.

BY: _____
Andrew J. Wendt, Materials Department Manager

DATE: _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE January 21, 2020
Reports & Recommendations	REQUEST TO BID FRANKLIN CORPORATE PARK- ELM ROAD IMPROVEMENTS	ITEM NO. M.29.

BACKGROUND

Tax Increment District No. 4 (TID 4) is a TID in the southeast corner of the City (area bounded by S. 27th Street, W. Oakwood Road, and W. County Line Road and west of the W. Elm Road terminus). Staff has been directed to bring TID 4 projects under contract on or before June 21, 2020.

In November 2014, Common Council directed Ruekert & Mielke to proceed on the design for improvements to Elm Road (from S. 27th Street westerly to the current terminus / planned S. Hickory Street). Per direction from the City, Ruekert & Mielke's progress has been a series of halting and proceeding. The current emphasis to bring this project to completion is the development of the JHB development located southwest at the terminus of W. Elm Road.

In order to achieve the needed progress by June 21, 2020, staff is working with Ruekert & Mielke to complete the design and solicit bidders.

ANALYSIS

A remaining **conceptual** schedule for the completion of Elm Road is as follows:

<u>Schedule Dates</u>	<u>Event</u>
02/07/2020	50% Design Submittal to Utilities, City Staff and Developer
03/23/2020	90% Plan Drawing Submittal to City
03/30/2020	Final Review Comments Back from City
04/09/2020	Send Advertisement to City
04/10/2020	City Forwards Advertisement to South Now Newspaper by 10 00 a m
04/27/2020	Bidding Documents Complete
04/27/2020	Bidding Documents to Quest
04/29/2020	1st Publication
05/06/2020	2nd Publication
05/13/2020	Bid Opening
05/14/2020	Recommend Award
05/18/2020	Award of Construction Contract (Council Action)
T B D	Send Contracts and Notice of Award to Contractor
T B D	Contracts Returned to R/M
Prior to 06/21/2020	Contracts Fully Executed
T B D	Send Preconstruction Conference Announcement
T B D	Submit Construction Staking Request with Final Plan Drawings to
T B D	Preconstruction Conference
T B D	Construction Staking
T B D	Contract Time Start / Issue Notice to Proceed
T B D	Start Construction
T B D	Milestone 1- Complete Sanitary Sewer and Water Main Utilities
T B D	Milestone 2 - Complete Storm Sewer and Storm Water Management Facilities
T B D	Milestone 3 - Complete 27th Street Intersection
09/24/2021	Substantial Completion Deadline
10/29/2021	Ready for Final Payment Deadline

Pursuant to Municipal Code section 19.11, Common Council must authorize the solicitation of bids for public construction that exceeds \$25,000. The above schedule assumes that Common Council authorizes the solicitation of bids for Elm Road, otherwise a significant amount of effort between now and June would be in vain. Staff recommends that this authorization be considered and given at the earliest opportunity.

OPTIONS

- A. Authorize Staff to solicit for construction of Franklin Corporate Park- W. Elm Road Improvements. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

This project is included in the project plan for TID 4 and the 2020 Budget includes an \$11 million projects appropriation which provides for this project. To be eligible for inclusion in TID 4 projects, and meet the statutory expenditure period ending June 21, 2020, the project must be contracted by that date.

RECOMMENDATION

(Option A) Authorize Staff to solicit bids for the construction of Franklin Corporate Park- W. Elm Road.

Engineering Department: GEM

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 21, 2020
REPORTS AND RECOMMENDATIONS	<p>Potential Land Acquisitions on Elm Road for Tax Incremental District No. 4 Franklin Corporate Park. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisition for Elm Road roadway improvements for the Tax Incremental District No. 4 Franklin Corporate Park and the investing of public funds and governmental actions in relation thereto and to effect such acquisition, and reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER M. 30.
<p>The City needs to acquire land from each of the 12 parcels that abut Elm Road for the purposes of roadway improvements necessary for Tax Increment District No. 4 Franklin Corporate Park. Appraisals have been completed for six of the parcels, with the remainder expected shortly. Given the nature of the necessary acquisitions, it is anticipated that the purchase price for the remaining six parcels will be in line with the first six. Accordingly, staff will be seeking to have the Council provide negotiating strategy and authorization for all 12 parcels.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisition for Elm Road roadway improvements for the Tax Incremental District No. 4 Franklin Corporate Park and the investing of public funds and governmental actions in relation thereto and to effect such acquisition, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate;</p> <p>or</p> <p>A motion to authorize staff to negotiate and enter into purchase agreements consistent with the terms identified during closed session and to authorize appropriate City officials to execute and deliver the same;</p> <p>or</p> <p>Whatever action the Council should otherwise deem appropriate.</p>		

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE January 21, 2020
REPORTS AND RECOMMENDATIONS	<p>Agreement for Purchase and Sale of Real Estate for 8.61 +/- acres of the property located at 3548 South County Line Road (Tax Key No. 979-9999-000) for the development of public improvements for Tax Incremental District No. 4 Franklin Corporate Park. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisition for the development of public improvements for the Tax Incremental District No. 4 Franklin Corporate Park and the investing of public funds and governmental actions in relation thereto and to effect such acquisition, and reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER D.31.

Following Council action on December 15, 2019 and the January 7, 2020, staff have negotiated with MLG Investments for the purchase of 8.61 +/- acres of land from the property located at 3548 South County Line Road including preparing a counteroffer based upon the direction received January 7. As there is not a final outcome on the negotiations at the time of preparing the agenda, and because of the timing needs for the project, this item is on January 21, 2020 agenda so that if a Counter-offer that needs to be acted upon is received between agenda preparation and the meeting such counter-offer can be addressed. Any such counter-offer received will be delivered to the Council as soon as it is received.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisition for the development of public improvements for the Tax Incremental District No. 4 Franklin Corporate Park and the investing of public funds and governmental actions in relation thereto and to effect such acquisition, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate;

or

A motion to approve an Agreement for Purchase and Sale of Real Estate, and Counter-offer thereto for 8.61 +/- acres of the property located at 3548 South County Line Road, and to authorize the Mayor, City Clerk and Director of Finance and Treasurer to execute and deliver such Agreements and acceptance of the Counter-offers thereto.

or

Whatever action the Council should otherwise deem appropriate.

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APPROVAL JK	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/21/2020
Bills	Vouchers and Payroll Approval	ITEM NUMBER H.

Attached are vouchers dated January 4, 2020 through January 16, 2020. Nos. 176746 through Nos. 177038 in the amount of \$ 4,775,684.16. Included in this listing are EFT's Nos. 4194 through Nos. 4204 Library vouchers totaling \$ 5,238.28, Property Tax refunds totaling \$ 135,991.23 and Water Utility vouchers totaling \$ 48,154.77. Voided checks in the amount of \$ (3,792.76) are separately listed.

Vouchers approved at prior Council meetings that are included in this distribution.

Wesolowski, Reidenbach & Sajdak	Legal Fees	\$ 29,375 14
Re/Max Realty	Earnest Money	\$ 5,000 00
TOTAL		\$34,375.14

Early release disbursements dated January 4, 2020 through January 15, 2020 in the amount of \$ 578,443.38 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated January 17, 2020 is \$ 488,434.02 previously estimated at \$ 394,000.00. Payroll deductions dated January 17, 2020 are \$ 389,358.15 previously estimated at \$ 208,000 00

The estimated payroll for January 31, 2020 is \$ 400,000 00 with estimated deductions and matching payments of \$ 414,000.00.

Attached is a list of property tax disbursements EFT's Nos. 289 through Nos. 298 and Nos. 197 through Nos. 199 dated December 31, 2019 through January 16, 2020 in the amount of \$36,461,849.94. \$123,593.78 represents tax refunds, \$16,600,000.00 to temporary investments, \$19,738,256.16 of tax settlements to taxing authorities.

In addition, \$39,820,199.36 was transferred from investment accounts directly to other taxing authorities in settlement of Dec collections.

Approval to release payment to Stark Pavement for Rawson Ave homes pavement project in the amount of \$ 218,981.77.

Approval to release payment to Knight Barry for TID 5 in the amount of \$ 736,105.73.

Approval to release payment to Knight Barry for TID 7 in the amount of \$ 805,899.50.

Approval to release payment to Loomis & Ryan, Inc for TID 6 water main project costs in the amount of \$1,349,996.40 pending approval of outstanding conditions precedent and staff review.

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of January 16, 2020 in the amount of \$ 4,775,684.16 and
- Payroll dated January 17, 2020 in the amount of \$ 488,434.02 and payments of the various payroll deductions in the amount of \$ 389,358.15 plus City matching payments and
- Estimated payroll dated January 31, 2020 in the amount of \$ 400,000 00 and payments of the various payroll deductions in the amount of \$ 414,000.00, plus City matching payments and
- Property tax vouchers with an ending date of January 16, 2020 in the amount of \$ 36,461,849.94 and use of investment funds for tax settlements of \$39,820,199.36.
- Approval to release payment to Stark Pavement in the amount of \$ 218,981 77
- Approval to release payment to Knight Barry for TID 5 in the amount of \$ 736,105.73 and
- Approval to release payment to Knight Barry for TID 7 in the amount of \$ 805,899 50.
- Approval to release payment to Loomis & Ryan, Inc for TID 6 in the amount of \$1,349,996.40.

ROLL CALL VOTE NEEDED

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/21/20</p>
<p>LICENSES AND PERMITS</p>	<p>MISCELLANEOUS LICENSES</p>	<p>ITEM NUMBER</p> <p>I.</p>

See attached listing from meeting of January 21, 2020.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda*
Aldermen's Room
January 21, 2020 – 5:35 p.m.**

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2019-2020 New 5:40 p.m.	Cavaliere, Ema I 4119 108 th St Franksville, WI 53126 Hideaway Pub & Eatery			
Class A Combination 5:45 p.m.	Dairyland Retail Group, LLC Db a 7-Eleven 7610 W Rawson Ave Elizabeth Evans, Agent			
Class A Combination 5:50 p.m.	Ryan Fuel LLC Db a Andy's on Ryan Rd 5120 W Ryan Rd Kavita Khullar, Agent			
Class A Combination 5:55 p.m.	Wisconsin CVS Pharmacy LLC Db a CVS Pharmacy #5390 5220 W Rawson Ave Samantha Jo Klaphake, Agent			
Class A Combination 6:00 p.m.	Ultra Mart Foods, LLC Db a Pick N Save #6360 7201 S 76 th St Ricky Kloth, Agent			
Operator 2019-2020 New	Behning, Genine M 2362 S 75 th St West Allis, WI 53129 Marcus Showtime Cinema			
Operator 2019-2020 New	Bresette, Tammy M 3912 W Denis Ave Milwaukee, WI 53221 Root River Center			
Operator 2019-2020 New	Donahoe, Alexander M S81W17311 Joel Dr Muskego, WI 53150 Country Lanes			
Operator 2019-2020 New	Furey, Mary E 3333 5 th Ave #6I South Milwaukee, WI 53172 Country Lanes			
Operator 2019-2020 New	Hubred, Elena 5131 S 60 th St Greendale, WI 53129 Walgreens #05884			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2019-2020 New	Jasinski, Sarah L 2460 S 18 th St Milwaukee, WI 53215 Pick `n Save #6431			
Operator 2019-2020 New	Klamecki, Michael R 12251 W Beloit Rd #3 Greenfield, WI 53228 Marcus Showtime Cinema			
Operator 2019-2020 New	Pitcher, Mary C 7955 S Mission Dr Franklin, WI 53132 Kwik Trip #857			
Operator 2019-2020 New	Shallow, Rebekah L 6125 S Martin Rd New Berlin, WI 53146 Root River Center			
Operator 2019-2020 New	Stachnik, Daniel J 5650 W Wahner Ave #207 Brown Deer, WI 53223 7-Eleven			
3.	Adjournment			
		Time		

*Notice is given that a majority of the Common Council may attend this meeting to gather information about an agenda item over which they have decision-making responsibility. This may constitute a meeting of the Common Council per State ex rel. Badke v. Greendale Village Board, even though the Common Council will not take formal action at this meeting.

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