

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY, August 1, 2017 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
  - 1. Citizen Comment Period.
  - 2. Letter from Great Water Alliance, Waukesha's New Water Supply Program, Regarding Field Investigations to Determine the Most Effective and Efficient Pipeline Supply and Return Routes.
- C. Approval of Minutes:  
Regular Common Council Meeting of July 18, 2017.
- D. Hearings.
- E. Organizational Business.
  - 1. Mayoral Appointment of Annemarie Vitas-Oklobdzija, 8631 W. Forest Hill Avenue, Ald. Dist. 1 – Library Board (3 year unexpired term expiring 6/30/20).
  - 2. Mayoral Appointment of Dr. Patricia Golden, 6424 West River Pointe Drive, Ald. Dist. 4 – Board of Health (Medical Advisor).
- F. Letters and Petitions.  
Letter from Rex Idrizi (Cathleen Kalashian, Agent), 3137 West Rawson Avenue, Requesting Allowance for Poultry on Property Less Than Three Acres in Size.
- G. Reports and Recommendations:
  - 1. Donations:
    - (a) For 2017 National Night Out: Connect Cell, Inc. (US Cellular) - \$100; Franklin Citizen Academy Alumni Association - \$100; Parallel Employment Group - \$100; and US Bank - \$2,000.
    - (b) The Franklin Noon Lions Club in the Amount of \$200 to the Police Department to be used toward the various programs that are provided to the Community.
    - (c) The Franklin Lioness Club in the amount of \$200 to the Health Department to be used for Future Programs.
  - 2. Request Common Council Authorization to Award a Contract for the Preparation, Resurfacing and Relining of the Apparatus Floor at Fire Station No. 1.
  - 3. Contract with TDS and Work Systems/Nice Telephone for Police Department Telephone and Recording System.
  - 4. A Resolution Awarding Contract to the Lowest Bidder for the 2017 Pavement Marking Program in the City of Franklin.

5. An Ordinance to Prohibit Parking on the South Side of W. Crest Court from S. 35<sup>th</sup> Street to S. 36<sup>th</sup> Street and on S. 36<sup>th</sup> Street from W. Crest Court to W. Maplecrest Drive.
6. Amend Contract for Johns Disposal Services to Extend Until 2022, Include Automated Garbage Collection, Include Bulk Pickup Service and Increasing Recycling Service Frequency to Every Week.
7. June 2017 Monthly Financial Report.
8. Interstate Partners LLC Commercial, Light Industrial and Distribution Development on the Southwest Corner of South 27th Street and West Oakwood Road; Tax Incremental District No. 4 Development Agreement Between the City of Franklin and JAMS IP LLC.  
The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to Consider the Terms and Negotiation of a Development Agreement with JAMS IP LLC for the Interstate Partners LLC Commercial, Light Industrial and Distribution Development on the Southwest Corner of South 27th Street and West Oakwood Road, for Competitive and Bargaining Reasons, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.
9. An Ordinance to Amend Ordinance 2016-2240, an Ordinance Adopting the 2017 Annual Budgets for TID 4 for the City of Franklin for Fiscal Year 2017 to Provide Appropriations for a Developers Agreement.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of August 1, 2017.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

\*Supporting documentation and details of these agenda items are available at City Hall during normal business hours.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

August 3	Plan Commission Meeting	7:00 p.m.
August 15	Common Council Meeting	6:30 p.m.
August 17	Plan Commission Meeting	7:00 p.m.
September 4	Labor Day	City Hall Closed
September 5	Common Council Meeting	6:30 p.m.

B.2.



July 25, 2017

Dear Mayor Olson,

The Great Water Alliance, Waukesha's new water supply program, continues to make progress. The next phase will include field investigations, beginning in August through the fall, to help us determine the most effective and efficient pipeline supply and return routes. At this time, no pipeline routes have been confirmed.

Some of this field work will occur in your community. The field work ranges from topographic to geotechnical surveys, and environmental or natural habitat monitoring to cultural resources investigations. We do not expect noise or disruption associated with this work but, as a courtesy, the Program Team will send notifications to neighboring residents or businesses in advance of this field work.

Attached are samples of a notification letter and door hangers. The notifications encourage neighbors to visit our website at [www.greatwateralliance.com](http://www.greatwateralliance.com) or to call our hotline at 262-409-4444 if they require more information. Our hotline sends a transcribed message to three team members to make sure the calls are registered and responded to quickly. If you or your staff should get calls, please refer them to the hotline or website. In addition, our team is working with local first responders and other pertinent agencies in your community to make them aware of this work.

I greatly appreciate your community's cooperation and welcome any suggestions you may have to alleviate any inconvenience. Additionally, if you could share this correspondence with your Council members, I would be most grateful.

Best regards,

Shawn Reilly  
Mayor, City of Waukesha



SAMPLE MAIL NOTIFICATION

August 2017

RE: Field Surveying in Franklin

Dear Neighbor,

In the next week to 10 days, you may see authorized field crews surveying (or other activity) behind your home to determine the best pipeline route for the Great Water Alliance, Waukesha's new water supply pipeline.

Contractors for the Waukesha Water Utility will be performing various studies in the field over the next several months regarding this pipeline project. In your area, a crew of two or three surveyors will be working between 8 a.m. and 4 p.m. for the next 3 to 5 days to examine soils, survey the areas around the potential pipeline, and in some cases, monitor or sample the nearby wetlands. This work is not anticipated to cause any loud noise or disruptions in the area; however, we wanted to make sure you were aware of their presence.

We appreciate your support as we work to develop a more sustainable and reliable water system for your neighbors in Waukesha. Should you have questions or suggestions, please feel free to reach out to us at [info@greatwateralliance.com](mailto:info@greatwateralliance.com) or our 24/7 hotline: **262-409-4444**.

Sincerely,

Dan Duchniak, General Manager

cc Subcontractor, GH representative



SAMPLE DOOR HANGER

Soil Surveys  
In Franklin  
(would name specific  
neighborhood or  
intersection)

During the next two weeks, crews will conduct soil (geotechnical) surveys in your area as part of the Great Water Alliance, Waukesha's new water supply system.

Crews of 4 to 5 professionals will work between 8 a.m. and 4 p.m. using equipment similar to a large thermometer to obtain information about the soils in this area for construction planning purposes. No pipeline routes have been confirmed at this time.

We do not anticipate noise or disruption but wanted to ensure you were aware of their work in the area. If you have questions, please contact us at:

[info@greatwateralliance.com](mailto:info@greatwateralliance.com)

**24/7 HOTLINE: 262-409-4444**

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C.

CITY OF FRANKLIN  
COMMON COUNCIL MEETING  
JULY 18, 2017  
MINUTES

ROLL CALL

- A.1. The regular meeting of the Common Council was held on July 18, 2017 and called to order at 6:30 p.m. by Council President Mark Dandrea in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Mike Barber and Alderman John R. Nelson. Excused were Mayor Steve Olson and Alderman Steve F. Taylor. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberdia, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

Presiding Officer Dandrea stated that he will be voting on all items as Alderman.

CITIZEN COMMENT

- B.1. Citizen comment period was opened at 6:32 p.m. and closed at 6:34 p.m.

APPROVAL OF MINUTES

- C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council Meeting of June 20, 2017 as corrected and presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried.

APPOINTMENT TO POLICE  
AND FIRE COMMISSION

- E. Alderman Barber moved to confirm the Mayoral appointment of Kathleen Schnagl, 3821 West Glenwood Drive (Ald. Dist. 4), to the Police and Fire Commission for a 5-year term expiring 4/30/2018. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

RECOGNITION OF  
FIREFIGHTER/PARAMEDIC  
JUSTIN PALLEN

- F. Presiding Officer Dandrea read a letter of recognition for Firefighter/Paramedic Justin Pallen for his heroic actions on May 28th, 2017.

DONATIONS

- G.1.a. Alderman Mayer moved to accept the donations for 2017 National Night Out from Bank Mutual \$100; Children's Hospital of Wisconsin \$100; Chiropractic Care Center \$100; Crossroads Pizza & Subs \$100; Faith Presbyterian Church, Inc. \$100; Franklin Area Parents Students United (FAPSU) \$100; Franklin Noon Lions \$100; McAvoy Chiropractic, LLC \$100; Northwestern Mutual \$2,000; Pensac Inc. (McDonald's) \$500; Pyramax Bank \$500; St. James Catholic Church \$500; Waukesha County Community Foundation, Inc./WaterStone Bank \$2,000; and WE Energies \$500. Seconded by Alderman Barber. All voted Aye; motion carried.

G.1.b. Alderwoman Wilhelm moved to accept the donation of a wheelchair to the Franklin Public Library from Janice Luckey and the Franklin Noon Lions Club. Seconded by Alderman Barber. All voted Aye; motion carried.

FRANKLIN SR. CITIZENS  
UPDATE

G.2. Following a presentation by Fred Knueppel, no action was taken on the Franklin Senior Citizens, Inc. semi-annual update for 2017.

FRANKLIN SR. CITIZENS  
TRAVEL PROGRAM UPDATE

G.3. Following a presentation by Basil Ryan, no action was taken on the Franklin Senior Citizens Travel Program semi-annual update for 2017.

RES. 2017-7282  
SPECIAL USE AT 3800-3830 W.  
RAWSON AVE. (UNITED  
STATES CELLULAR  
OPERATING COMPANY, LLC,  
APPLICANT)

G.4. Alderman Dandrea moved to adopt Resolution No. 2017-7282, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO ALLOW FOR THE INSTALLATION OF A 120 FOOT TELECOMMUNICATIONS TOWER MONOPOLE AT FAITH PRESBYTERIAN CHURCH PROPERTY LOCATED AT 3800-3830 WEST RAWSON AVENUE, BEARING TAX KEY NO. 739-9997-001 (UNITED STATES CELLULAR OPERATING COMPANY LLC, APPLICANT). Seconded by Alderman Mayer. On roll call, Alderman Dandrea, Alderman Mayer, and Alderman Barber voted Aye; Alderwoman Wilhelm and Alderman Nelson voted No. Motion carried.

RES. 2017-7283  
SPECIAL USE AT 10961 W. ST.  
MARTINS ROAD (FRANKLIN  
LIONS FOUNDATION INC.,  
APPLICANT)

G.5. Alderman Nelson moved to adopt Resolution No. 2017-7283, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A PRIVATE PARK USE UPON THE FRANKLIN LIONS CLUB PROPERTY LOCATED AT 10961 WEST ST. MARTINS ROAD (FRANKLIN LIONS FOUNDATION, INC., APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.

ORD. 2017-2283  
AMEND UDO AT 7700 W.  
RAWSON AVE. (DAVID HAIL,  
MISTER CAR WASH,  
APPLICANT)

G.6. Alderman Mayer moved to adopt Ordinance No. 2017-2283, AN ORDINANCE TO AMEND §15-3.0439 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 34 (HAMPTON INN AND SUITES PLUS MIXED USE COMMERCIAL) TO ALLOW FOR THE INSTALLATION OF AUTOMATED PAYMENT KIOSKS, SIGNAGE AND QUEUING LANE STRIPING, REMOVAL OF TWO VACUUM STATIONS AND A LANDSCAPE ISLAND AND ADDITION OF CONCRETE CURBS TO DIRECT TRAFFIC AT MISTER CAR WASH



#488 498 (7700 WEST RAWSON AVENUE) (DAVID HAIL, VICE PRESIDENT OF RESEARCH & DEVELOPMENT AT MISTER CAR WASH, APPLICANT). Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

STANDARDS, FINDINGS AND  
DECISION FOR THE FRANKLIN  
PUBLIC SCHOOLS

- G.7. Alderwoman Wilhelm moved to adopt Standards, Findings and Decision of the City of Franklin Common Council upon the application of the Franklin Public Schools for a Special Exception to Certain Natural Resource Provisions of the City of Franklin Unified Development Ordinance based on the amended document presented to the Common Council at this meeting and the amendment to the Decision replacing Building Permit with Grading Permit. Seconded by Alderman Mayer. All voted Aye; motion carried.

ORD. 2017-2284  
AMEND UDO WITHIN THE  
DEERWOOD ESTATES  
CONDOMINIUM (FRANKLIN  
ESTATES LLC, APPLICANT)

- G.8. Alderman Nelson moved to adopt Ordinance No. 2017-2284, AN ORDINANCE TO AMEND §15-3.0431 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 26 (WOODLAKE CONDOMINIUMS AND DEERWOOD ESTATES – JEFFREY KLEMENT) TO ALLOW FOR CONSTRUCTION OF A REDESIGNED BUILDING NO. 3 AND BUILDING NO. 10 WITHIN THE DEERWOOD ESTATES CONDOMINIUM DEVELOPMENT (FRANKLIN ESTATES LLC, APPLICANT (SGB & ASSOCIATES #4, LLC, PROPERTY OWNER)) (BUILDING NO. 3: 8501 SOUTH DEERWOOD LANE AND 8503 SOUTH DEERWOOD LANE AND BUILDING NO. 10: 8457 SOUTH DEERWOOD LANE AND 8459 SOUTH DEERWOOD LANE). Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2017-7284  
APPROVING CONDOMINIUM  
PLAT FOR SECOND  
ADDENDUM TO DEERWOOD  
ESTATES CONDOMINIUM  
DEVELOPMENT (FRANKLIN  
ESTATES LLC, APPLICANT)

- G.9. Alderman Nelson moved to adopt Resolution No. 2017-7284, A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR THE SECOND ADDENDUM TO THE DEERWOOD ESTATES CONDOMINIUM DEVELOPMENT AT 8501 AND 8503 SOUTH DEERWOOD LANE (BUILDING 3) AND 8457 AND 8459 SOUTH DEERWOOD LANE (BUILDING 10) (FRANKLIN ESTATES LLC, APPLICANT (SGB & ASSOCIATES #4, LLC, PROPERTY OWNER)). Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2017-7285  
APPROVAL OF SPECIAL USE  
AT 11906-11908 W. LOOMIS RD.

- G.10. Alderman Nelson moved to adopt Resolution No. 2017-7285, A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL

(MILLS HOTEL WYOMING,  
LLC, APPLICANT)

USE FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT USE UPON PROPERTY LOCATED AT 11906-11908 WEST LOOMIS ROAD (MILLS HOTEL WYOMING, LLC, APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.

ORD. 2017-2285  
CREATE §19-10 "CITY  
PARTICIPATION IN PUBLIC  
CONSTRUCTION PROJECTS"  
AND AMENDING §19-9  
"PROCEDURES FOR  
COMMENCING PROJECTS"

G.11. Alderman Mayer moved to adopt Ordinance No. 2017-2285, AN ORDINANCE TO CREATE §19-10, "CITY PARTICIPATION IN PUBLIC CONSTRUCTION PROJECTS," ADOPTING THE STATUTORY ALLOWANCE THAT THE CITY MAY DIRECTLY PARTICIPATE IN PUBLIC CONSTRUCTION PROJECTS WITHOUT SUBMITTING THE SAME FOR BID, AND AMENDING §19-9, "PROCEDURES FOR COMMENCING PROJECTS," TO CLARIFY AND PROVIDE FOR GREATER FLEXIBILITY IN CAPITAL PROJECT INITIATION. Seconded by Alderwoman Wilhelm. On roll call voted Aye. Motion carried.

ORD. 2017-2286  
AMEND ORD. 2016-2240 FOR  
ADDITIONAL  
APPROPRIATIONS FOR  
HISTORICAL BARN  
INSTALLATION IN LION'S  
LEGEND PARK

G.12. Alderman Mayer moved to adopt Ordinance No. 2017-2286, AN ORDINANCE TO AMEND ORDINANCE 2016-2240, AN ORDINANCE ADOPTING THE 2017 ANNUAL BUDGETS FOR CAPITAL IMPROVEMENT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2017 TO PROVIDE ADDITIONAL APPROPRIATIONS FOR HISTORICAL BARN INSTALLATION IN LION'S LEGEND PARK. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

REJECT BID FOR HISTORICAL  
BARN CONSTRUCTION

G.13. Alderwoman Wilhelm moved to reject all bids for the building construction of the Historical Barn in Lions Legend Park due to the price exceeding the budget and the City needing to rework Phase 2 to address the electrical components and our role in their construction. Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2017-7286  
AWARDING CONTRACT TO CG  
SCHMIDT COMPANY FOR  
HISTORICAL BARN FOOTINGS  
AND FOUNDATION

Alderman Mayer moved to adopt Resolution No. 2017-7286, A RESOLUTION AWARDING A CONTRACT TO C.G. SCHMIDT, INC. IN THE AMOUNT OF \$29,684 FOR THE CONSTRUCTION OF THE FOOTINGS AND FOUNDATION FOR THE HISTORICAL BARN RECONSTRUCTION IN LIONS LEGEND PARK AND REJECTING THE BID FOR CONSTRUCTION FOR THE BUILDING. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2017-7287  
AWARDING CONTRACT TO  
DOME CORPORATION OF  
NORTH AMERICA FOR DPW  
SALT STORAGE FACILITY

G.14. Alderman Barber moved adopt Resolution No. 2017-7287, A RESOLUTION AWARDING CONTRACT TO DOME CORPORATION OF NORTH AMERICA IN THE AMOUNT OF \$271,160 FOR THE DEPARTMENT OF PUBLIC WORKS SALT STORAGE FACILITY. Seconded by Alderman Mayer. All voted Aye; motion carried.

DEVELOPMENT OF PLEASANT  
VIEW NEIGHBORHOOD PARK  
AT 4620 W. EVERGREEN ST.

G.15. Alderwoman Wilhelm moved to direct staff to find an architect to scope the pavilion project including related Kite Use provisions or facilities, and prepare a project budget for Common Council's review using previously designated 2017 Capital Improvement budgeted funds, of which approximately \$192,000 is from Impact Fees, for a pavilion similar to the Vernon Barg Pavilion in Lions Legend Park. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderwoman Wilhelm moved to direct the Director of Finance to create a budget amendment from the Mahr Woods budget allocations for a Pleasant View Neighborhood Park volleyball court. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderwoman Wilhelm moved to direct staff to install the Minnesota/Wisconsin Playground proposal D741E/Option One playground equipment previously purchased by the City for a "future mini-park" at Pleasant View Neighborhood Park and pursue the development of the volleyball court at Pleasant View Neighborhood Park. Seconded by Alderman Barber. All voted Aye; motion carried.

FIRE DEPARTMENT DIVE  
SQUAD

G.16. Alderman Mayer moved to approve the endorsement of the Franklin Fire Department's Dive Rescue Squad, allowing the Department to plan and budget for its operation with greater certainty. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

DISPOSAL OF  
DECOMMISSIONED  
FIREFIGHTING EQUIPMENT

G.17. Alderwoman Wilhelm moved to approve Fire Department request to dispose of several items of decommissioned and/or obsolete firefighting equipment by selling at Wisconsin Surplus auction, with proceeds credited to the Capital Outlay Fund. Seconded by Alderman Mayer. All voted Aye; motion carried.

SALE OF SURPLUS  
EQUIPMENT BY DEPT. OF  
PUBLIC WORKS

G.18. Alderwoman Wilhelm moved to authorize staff to accept the highest bids received at 10:00 a.m. on 7/18/2017 on the Wisconsin Surplus auction website and sell the recommended

surplus equipment as provided on the document at this meeting. Seconded by Alderman Mayer. All voted Aye; motion carried.

- |  |       |   |
|--|-------|---|
| PURCHASE OF SINGLE AXLE<br>DUMP TRUCK  | G.19. | Aldерwoman Wilhelm moved to ratify the Board of Public Works analysis and approval to purchase one 2018 International single axle dump truck specified from Lakeside International Trucks of Milwaukee for a cost not to exceed \$86,475. Seconded by Alderman Barber. All voted Aye; motion carried. |
| PURCHASE OF SNOW PLOW &<br>PATROL WING FROM<br>WAUSAU EQUIPMENT                      | G.20. | Alderman Barber moved to ratify the Board of Public Works analysis and approval to purchase one snow plow and patrol wing and installation specified from Wausau Equipment for a cost not to exceed \$24,942. Seconded by Aldерwoman Wilhelm. All voted Aye; motion carried.                          |
| PURCHASE OF SELF<br>PROPELLED PAVER FROM<br>JFTCO INC/DBA FABICK                     | G.21. | Aldерwoman Wilhelm moved to ratify the Board of Public Works analysis and approval to purchase one self propelled paver specified from JFTCO Inc./DBA FABICK for a cost not to exceed \$94,700. Seconded by Alderman Mayer. All voted Aye; motion carried.  |
| PURCHASE OF SNOW BLOWER<br>ATTACHMENT FRO WAUSAU<br>EQUIPMENT                        | G.22. | Aldерwoman Wilhelm moved to ratify the Board of Public Works analysis and approval to purchase of one snow blower attachment from Wausau Equipment for a cost not to exceed \$110,179. Seconded by Alderman Barber. All voted Aye; motion carried.  |
| PURCHASE OF DUMP BODY<br>AND HYDRAULICS FROM<br>BEST TRUCK REPAIR                    | G.23. | Alderman Barber moved to ratify the Board of Public Works analysis and approval to purchase one dump body, hydraulics and installation specified from Best Truck Repair of Milwaukee for a cost not to exceed \$46,984. Seconded by Aldерwoman Wilhelm. All voted Aye; motion carried.                |
| PURCHASE OF STAINLESS<br>STEEL V BOX SALT SPREADER<br>FROM BEST TRUCK REPAIR         | G.24. | Alderman Mayer moved to ratify the Board of Public Works analysis and approval to purchase one stainless steel V box salt spreader specified from Best Truck Repair of Milwaukee for a cost not to exceed \$16,718. Seconded by Aldерwoman Wilhelm. All voted Aye; motion carried.                    |
| PURCHASE OF A SINGLE AXLE<br>HI-CUBE FORD TRUCK AND<br>PIPELINE INSPECTION<br>SYSTEM | G.25. | Alderman Mayer moved to ratify the Board of Public Works analysis and approval to purchase one 2017 single axle Hi-Cube Ford truck and pipeline inspection system from Envirotech Equipment Company not to exceed \$238,986. Seconded by Alderman Nelson. All voted Aye; motion                       |

carried.

RES. 2017-7288  
REVISIONS TO DESIGN  
STANDARDS &  
CONSTRUCTION  
SPECIFICATIONS

- G.26. Alderman Nelson moved to adopt Resolution No. 2017-7288, A RESOLUTION AUTHORIZING APPROVAL OF THE REVISIONS TO THE CITY OF FRANKLIN DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS, JULY 2017. Seconded by Alderman Mayer. All voted Aye; motion carried.

2018 COMMUNITY  
DEVELOPMENT BLOCK  
GRANT PROGRAM PROJECTS

- G.27. Alderman Barber moved to authorize the Director of Administration to submit Letters of Support to the Southwest Interfaith Elderly Home Support Services Program for \$5,000 and Oak Creek Salvation Army Homelessness Program for \$3,000; to submit a project application for Senior Health-Related Educational Programming for \$5,000; and to submit a project application for a Franklin Home Repair Grant Program, that would be administered directly through Milwaukee County, for the remaining portion of the City's annual allocation. Seconded by Alderman Mayer. All voted Aye; motion carried.

PURCHASE OF TWO-TAPE  
LIBRARIES AND TAPES FOR  
DATA ARCHIVING FOR CITY  
HALL & POLICE DEPT.

- G.28. Alderwoman Wilhelm moved to authorize the Director of Administration to execute the purchase of hardware related to the IS Capital Outlay Project "Long Term Data Storage" per PDS Quote 994000 for \$22,008.40 and not to exceed the IS Capital Outlay designated budget amount for this project of \$22,070. Seconded by Alderman Mayer. All voted Aye; motion carried.

REVIEW & UPDATE OF  
PROPERTY TAX COLLECTION  
PROCESS

- G.29. Alderman Barber moved to direct the Treasurer to automate property tax payments as outlined on July 18, 2017 and to cause an on-line payment option to be added for tax payers. Further, that property tax receipts be made available for in person payments and with the supply of a self-addressed stamped envelope. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

MONTHLY FINANCIAL  
REPORT

- G.30. Alderwoman Wilhelm moved to receive and place on file the May 2017 Monthly Financial Report. Seconded by Alderman Barber. All voted Aye; motion carried.

2018 BUDGET DEVELOPMENT  
ISSUES & PRELIMINARY  
BUDGET FORECAST

- G.31. Alderwoman Wilhelm moved to receive and file the 2018 budget development issues and preliminary budget forecast. Seconded by Alderman Mayer. All voted Aye; motion carried.

INTERSTATE PARTNERS LLC

- G.32. Alderwoman Wilhelm moved to postpone to August 1, 2017, a

TID 4 DEVELOPMENT  
AGREEMENT BETWEEN THE  
CITY OF FRANKLIN AND JAMS  
IP LLC

Development Agreement with Jams IP LLC for the Interstate Partners LLC Commercial, Light Industrial and Distribution Development on the southwest corner of South 27th Street and West Oakwood Road. Seconded by Alderman Barber. All voted Aye; motion carried.

AMEND ORD. 2016-2240 FOR  
APPROPRIATIONS FOR A  
DEVELOPER'S AGREEMENT

- G.33. Alderwoman Wilhelm moved to postpone to August 1, 2017, an Ordinance to amend Ordinance 2016-2240, an Ordinance adopting the 2017 Annual Budgets for TID 4 for the City of Franklin for Fiscal Year 2017 to provide appropriations for a Developer's Agreement. Seconded by Alderman Barber. All voted Aye; motion carried.

LICENSES AND PERMITS

- H.1. Alderman Nelson moved to approve the following:  
Grant Extraordinary Entertainment and Amusement license for The Rock Sports Complex, Scot Johnson, The Hill Has Eyes every Thursday, Friday, Saturday & Sunday starting Friday, September 29 through Sunday, October 29, 2017.  
Grant Operator license to Haley Dixon, 4175 S. 58th St., Milwaukee; Maxwell Van Egeren, 2752 N. Bartlett Ave., #4, Milwaukee; Tyrone Brown Jr., 6615 Whitnall Edge Rd., Franklin; Daniel Crivello, 1220 Ridge Rd., Waukesha; Andrew Dahlke, 2532 Posekany Ln., East Troy; Diane Debelak, 10125 W Plum Tree Cir., #101, Hales Corners; Nicole Del Valle, 721 W. Grange Ave., #103, Milwaukee; Amanda Fellows, 22310 118th St., Bristol; Kamille Fritz, 915 N. 15th St., Milwaukee; Mary Furey, 3333 5th Ave., #6I, South Milwaukee; Candace Hein, 8501 W. Cascade Oaks Ct., Franklin; Amber Helm, 11401 Parkview Ln., Hales Corners; Lori Jones, 2247 S. 68th St., West Allis; Jeni Knoedler, 25710 Dover Line Rd., Waterford; Isaac Krikorian, 2502A S. Wentworth Ave., Milwaukee; Mary Jennifer Loeffel, 1842 Alta Vista Ave., Wauwatosa; Dawn Luce, 2840 21st St., Unit #28, Kenosha; Hugh Mc Sorley, 2427 Tanager Ct., Waukesha; Lori Otto, 5967 Oriole Ln., Greendale; Eugenia Parks-Conway, 2151 S. 24th St., Milwaukee; Angela Rodriguez, 11200 W. Cleveland Ave., #H17, West Allis; James Seehausen, 1220 Michigan Ave., South Milwaukee; Corey Seekins, 4620 W. Holt Ave., Greenfield; Raymond Syrstad, 7841 S. Scepter Dr., #21, Franklin; Michelle Taylor, 3910 W. College Ave., Greenfield; Veronica Wright, 3352 S. Schauer Ave., Greenfield; Jon McCourt, 33606 Contour Dr., Burlington subject to completion of his application;  
Hold Operator license applications for appearance from Amanda Julian, 2811 W. Acre Ave., Franklin; Bianca Bolyn 9801 W. Oakwood Rd., Franklin;

Grant Temporary Entertainment & Amusement license to Franklin Police Department for the National Night Out Kick Off on 7/31/2017; H.C. Franklin VFW Post 10394 for their Live Bands at St Martins Fair on 9/3 to 9/4, 2017;

Grant Temporary Class B Beer License to H.C. Franklin VFW Post 10394 for the St. Martins Every Summer Monday Market Fair on 8/7, 8/14, 8/21 and 8/28 and Labor Day Fair on 9/3 to 9/4 2017; Franklin Lions Club for St Martins Fair on 9/3 & 9/4, 2017;

Grant Temporary Class B Beer & Wine License to the Franklin Public Library Foundation for the Harry Potter Trivia Night on 8/4/2017;

Grant Amendment to People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant from the Franklin Public Library Foundation for an additional fundraising event (Harry Potter Trivia Night) on 8/4/2017.

Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

OPERATOR'S LICENSE  
VITO M. SICILIANO

- H.2. Alderwoman Wilhelm moved to adopt the License Committee Report, Findings of Fact, Conclusions of Law and Recommendation as amended as to Action and award a 2017-2018 Operator's license to Vito M. Siciliano and subsequently suspend the same for 90 days, commencing on July 14, 2017. Seconded by Alderman Nelson. All voted Aye; motion carried.

VOUCHERS AND PAYROLL

- I.1. Alderman Barber moved to approve the following:  
City vouchers with an ending date of July 13, 2017 in the amount of \$1,663,979.60; Payroll dated June 23, 2017 in the amount of \$329,202.33 and payments of the various payroll deductions in the amount of \$397,355.79, plus City matching payments; and Payroll dated July 7, 2017 in the amount of \$371,716.50 and payments of the various payroll deductions in the amount of \$215,110.78, plus City matching payments; and Property tax payments and refunds with an ending date of July 13, 2017 in the amount of \$2,495.99 and Payment to Matt Talbot of \$19,993 as the first installment for water main oversizing as directed April 3, 2017 by Common Council. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderwoman Wilhelm moved to adjourn the meeting at 9:45 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

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<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COMMON COUNCIL ACTION</b>	<b>MEETING DATE</b>  <b>8-01-2017</b>
<b>ORGANIZATIONAL BUSINESS</b>	<b>Board and Commission Appointments</b>	<b>ITEM NUMBER</b>  <i>E.</i>

The following appointment has been submitted by the Mayor for Council confirmation:

- (a) Annemarie Vitas-Oklobdzija, 8631 W. Forest Hill Avenue, Ald. Dist. 1 – Library Board (3 year unexpired term expiring 6/30/20).
- (b) Dr. Patricia Golden, 6424 West River Pointe Drive, Ald. Dist. 4 – Board of Health (Medical Advisor).

#### COUNCIL ACTION REQUESTED

Motion to confirm the following Mayoral appointments:

Annemarie Vitas-Oklobdzija, 8631 West Forest Hill Avenue, Ald. Dist. 1 – Library Board (3 year unexpired term expiring 6/30/20).

Dr. Patricia Golden, 6424 West River Pointe Drive, Ald. Dist. 4 – Board of Health (Medical Advisor).

CITY OF FRANKLIN

2017 JUN 29 PM 2:04

City of Franklin  
9229 West Loomis Road  
Franklin, Wisconsin 53132

### VOLUNTEER FACT SHEET

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

#### PERSONAL:

Name Annemarie Vitas-Oklobdzija  
Address 8631 W Forest Hill Avenue  
Phone Number 414 427 8310  
E-Mail thewildpansy@yahoo.com  
Length of Time a Franklin Resident 23 years  
Alderman or District Number District 1

**AREA OF INTEREST:** Please check the line next to the Board, Commission or Committee or area of greatest interest. If listing more than one, please prioritize your top three choices (3 being least priority).

- |   |  |
|---|--|
| <input type="checkbox"/> Architectural Review Board           | <input type="checkbox"/> Civic Celebrations Commission               |
| <input type="checkbox"/> Community Development Authority      | <input type="checkbox"/> Finance Committee                           |
| <input type="checkbox"/> Environmental Commission             | <input type="checkbox"/> Forward Franklin Economic Development Comm. |
| <input type="checkbox"/> Fair Commission                      | <input type="checkbox"/> Board of Health                             |
| <input type="checkbox"/> Fire and Police Commission           | <input type="checkbox"/> Parks Commission                            |
| <input checked="" type="checkbox"/> Library Board             | <input type="checkbox"/> Plan Commission                             |
| <input type="checkbox"/> Personnel Committee                  | <input type="checkbox"/> Board of Review                             |
| <input type="checkbox"/> Board of Public Works                | <input type="checkbox"/> Board of Water Commissioners                |
| <input type="checkbox"/> Technology Commission                | <input type="checkbox"/> Waste Facility Siting Committee             |
| <input type="checkbox"/> Board of Zoning and Building Appeals | <input type="checkbox"/> Waste Facilities Monitoring Committee       |

Why are you interested in joining this (these) particular Board and/or Commission?

Long time Franklin resident and Library patron. Interested  
in helping steer the library to a continued successful  
future.

## VOLUNTEER OR WORK EXPERIENCE

(Begin with your most recent employment and continue with all past 10 years of employment. Please attach additional paper or include resume, if available.)

Company Name: <i>The Wild Pansy</i>	Address: <i>8631 W Forrest Hill Ave</i>	Telephone: <i>414 427 8310</i>
Date started: <i>11/95</i>	Starting Position: <i>Owner</i>	
Date left: <i>—</i>	Position upon leaving:	
Description of duties: <i>Owner</i>		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

**ADDITIONAL EXPERIENCE OR QUALIFICATIONS:** List any other experience, skills, or other qualifications, including hobbies, which you believe should be considered in evaluating your qualifications for volunteering.

*I have owned and operated my own business for 20+ years.  
I have a deep interest in reading, books and all things library*

I am aware that all of the information provided and this document itself is a public record which will be released to a requestor; that I authorize such release and that I waive any right to any notice of such release and/or any right of notice to augment the information provided upon this document upon such request or release.

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

Date: *6/29/17*

**City of Franklin**  
9229 West Loomis Road  
Franklin, Wisconsin 53132

**VOLUNTEER FACT SHEET**

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

**PERSONAL:**

Name Patricia Golden  
Address 6424 W. River Pointe Dr.  
Phone Number (414) 425-8336 hm (414) 975-5054 cell  
E-Mail patricia.golden@ascension.org  
Length of Time a Franklin Resident 12 years  
Alderman or District Number District 4

**AREA OF INTEREST:** Please check the line next to the Board, Commission or Committee or area of greatest interest. If listing more than one, please prioritize your top three choices (3 being least priority).

- |   |  |
|---|--|
| <input type="checkbox"/> Architectural Review Board         | <input type="checkbox"/> Civic Celebrations Commission         |
| <input type="checkbox"/> Community Development Authority    | <input type="checkbox"/> Economic Development Commission       |
| <input type="checkbox"/> Environmental Commission           | <input type="checkbox"/> Finance Committee                     |
| <input type="checkbox"/> Fair Commission                    | <input checked="" type="checkbox"/> Board of Health            |
| <input type="checkbox"/> Fire and Police Commission         | <input type="checkbox"/> Parks Commission                      |
| <input type="checkbox"/> Library Board                      | <input type="checkbox"/> Plan Commission                       |
| <input type="checkbox"/> Personnel Committee                | <input type="checkbox"/> Quarry Monitoring Committee           |
| <input type="checkbox"/> Board of Public Works              | <input type="checkbox"/> Board of Review                       |
| <input type="checkbox"/> Technology Commission              | <input type="checkbox"/> Tourism Commission                    |
| <input type="checkbox"/> Board of Water Commissioners       | <input type="checkbox"/> Waste Facilities Monitoring Committee |
| <input type="checkbox"/> Board of Zoning & Building Appeals |  |

**Why are you interested in joining this (these) particular Board and/or Commission?**

As a primary care physician, preventative health has been the focus of my practice for the past 16 years. Building a stronger, healthier community is a passion of mine.

## VOLUNTEER OR WORK EXPERIENCE

(Begin with your most recent employment and continue with all past 10 years of employment. Please attach additional paper or include resume, if available.)

Company Name: Wheaton - Ascension Medical Group	Address: 7400 W. Rawson G30	Telephone: (414) 975-5054
Date started: 11/2003	Starting Position: family practice physician	
Date left: current	Position upon leaving:	
Description of duties: primary care physician, medical director for central market milwaukee region		

Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

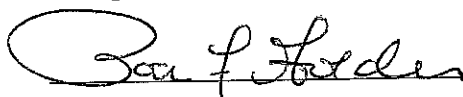
Company Name:	Address:	Telephone:
Date started:	Starting Position:	
Date left:	Position upon leaving:	
Description of duties:		

**ADDITIONAL EXPERIENCE OR QUALIFICATIONS:** List any other experience, skills, or other qualifications, including hobbies, which you believe should be considered in evaluating your qualifications for volunteering.

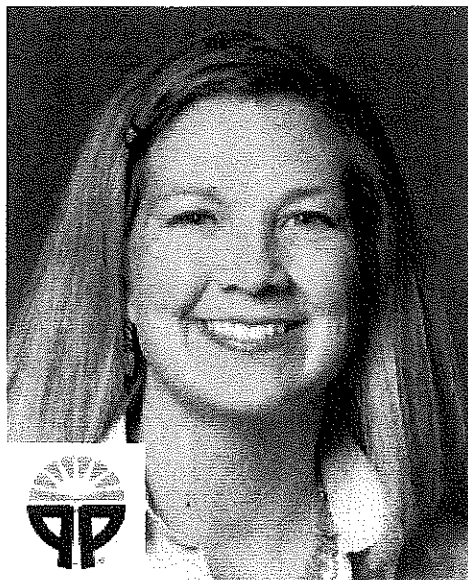
I volunteered with the Franklin public school district to help create the current growth & human development curriculum

I am aware that all of the information provided and this document itself is a public record which will be released to a requestor; that I authorize such release and that I waive any right to any notice of such release and/or any right of notice to augment the information provided upon this document upon such request or release.

Signature:



Date: 7/5/17



## Patricia Golden, DO

**Specialties:** Osteopathic Medicine, Family Medicine

"Family medicine allows me the unique opportunity to provide total care to families in their entirety. I am able to appreciate the family dynamic in today's culturally diverse communities. As an osteopathic physician, I am a medical doctor who has been trained to use my hands as diagnostic and therapeutic instruments and to treat the body as a whole."



Extended office hours

### Clinical Interests

Alternative /Integrative Medicine Diabetes Management and Prevention Eating Disorders Smoking/Tobacco Cessation Sports Medicine  
Sports Physicals Wellness/Preventive Medicine

### Meet Dr. Golden

#### Languages

English

#### Affiliations

St. Francis

#### Education

##### Medical School

2000 Des Moines University College of Osteopathic Medicine, Des Moines, Iowa

##### Residency

CITY OF FRANKLIN  
SCOPE OF SERVICES  
MEDICAL ADVISOR

REPORTS TO: Health Officer, in collaboration with the Board of Health and Mayor. The Medical Advisor is appointed by the Mayor and confirmed by the Common Council.

PURPOSE OF POSITION: The Medical Advisor provides medical consultation and direction for public health programs within the City of Franklin. This position is ex-officio to the City of Franklin Board of Health.

ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING. OTHER DUTIES MAY BE ASSIGNED.

Provides medical consultation to the Board of Health, Health Officer/Director and Health Department staff as requested.

Approves all standing orders, policies and procedures of the Health Department as required by state statute.

Participates in various public health programs, public health planning, including community health assessment, and evaluating the effectiveness of departmental programs and services.

Attends Board of Health meetings, per Board of Health By-laws, as an ex-officio member.

QUALIFICATIONS:

In order to perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

A medical physician (MD or DO) knowledgeable in family medicine, pediatrics, preventive medicine or related specialty with demonstrated interest or competence in public health.

Computer Skills

Computer literate. Must have computer skills necessary to conduct appropriate research and to communicate electronically. Proficient in the use of the internet, word processing, and email.

Language Skills

Ability to read, analyze and interpret common scientific, technical and medical and public health journals and legal documents. Ability to respond to common inquiries or complaints from clients, regulatory agencies or citizens. Ability to effectively present information to management, board of health, public groups and citizens. Ability to collaborate with other public health partners within the greater community.

### Mathematical Skills

Ability to read and understand statistical materials and the principles of epidemiology.

### Reasoning Ability

Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret an extensive variety of technical instructions and deal with several abstract and concrete variables.

### Certification/Licenses/Registrations

Current license as a physician in the State of Wisconsin (Wisconsin Statutes, Chapter 448).

Proof of experience as a licensed practicing physician.

Proof of current malpractice insurance appropriate to level of practice.

Proof of current controlled substance registration certificate.

Current National Provider Identification (NPI) number.

### Other Qualifications

Valid Wisconsin driver's license.

Must meet the qualifications of a physician as stated in Chapter 448 of the Wisconsin State Statutes.

### PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is occasionally required to stand, sit, walk, stoop, kneel, crouch, climb, bend or twist, finger, handle or feel objects, tools or controls, talk, hear, taste or smell. The employee may occasionally lift up to 40 lbs. Specific vision abilities required for this job includes near vision, distance vision and color vision.

### WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Exposure to hazardous conditions such as chemicals, biological agents, pesticides and infectious waste do occur.

### EQUIPMENT USED:

Calculator, copy machine, computer terminal, telephone, first aid equipment, including needles, syringes, bandages, general medical equipment, such as stethoscope, sphygmomanometer, otoscope, audiometers, vision screening tools, respirator with a HEPA filter, and an automobile.



COLLECTIVE BARGAINING AGREEMENT:

Not applicable

MEDICAL:

Applicants may be required to submit to a medical examination prior to appointment, consistent with requirements of the position, at the discretion of the Director of Human Resources.

RESIDENCY:

Not applicable.

SALARY AND BENEFITS:

The Medical Advisor is not an employee of the City of Franklin. An annual stipend shall be paid for performance of the Essential Duties the Responsibilities associated with the Medical Advisor Scope of Services.

BACKGROUND:

All applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

**LETTER OF ENGAGEMENT  
BETWEEN THE CITY OF FRANKLIN HEALTH DEPARTMENT  
AND  
\_\_\_\_\_(NAME)\_\_\_\_\_, M.D.**

This is an agreement between the City of Franklin and Dr. \_\_\_\_\_(NAME)\_\_\_\_\_ as the Medical Advisor for the City of Franklin Health Department.

- I. Duties: On a mutually agreeable schedule, Dr. \_\_\_\_\_(NAME)\_\_\_\_\_ shall provide public health and medical services to the City of Franklin Health Department, including but not limited to the following:
- Annual review, revision, and approval of the Franklin Health Department immunization policies, tuberculosis policies, emergency public health preparedness procedures, and other screening procedures such as hearing, vision, blood pressure, and head lice.
  - Review and approve, or recommend, revisions to standing orders and policies of the Franklin Health Department as necessary.
  - Consult, as necessary, for proposed and on-going public health programs.
  - Provide medical consultation for the Board of Health and Health Department as needed.
  - Participates in other public health activities, including community health assessments, program planning, evaluation, and others as necessary.
  - Attend City of Franklin Board of Health meetings as ex-officio member non-voting member, as available, and report on matters of public health significance at those meetings.
- II. Compensation and Payment: The City of Franklin will compensate Dr. \_\_\_\_\_(NAME)\_\_\_\_\_ with an annual stipend of \$1,200. A monthly payment of \$100 shall be made.
- III. Terms and Termination: This agreement shall commence on the date signed by the second party and continue indefinitely until terminated by either party, with or without cause, upon sixty (60) day writer notice to the other.

\_\_\_\_\_  
William M. Wucherer RN, BSN  
Health Officer/Director of Health & Human Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
(NAME), M.D.

\_\_\_\_\_  
Date

July 27, 2017

Franklin City Counsel  
Attn: Sandra Wesolowski  
9229 W. Loomis Rd.  
Franklin, WI 53132

I write on behalf of Rex Idrizi, owner of Casa DiGiorgio located at 3137 W. Rawson Ave., Franklin WI.

Mr. Idrizi has been a long time business owner in Franklin with a successful restaurant and loyal clientele. He prides himself on growing his own vegetables and herbs which greatly enhances the quality of his menu. For quite some time he has wanted to add backyard chickens to his property which is 3/4 of an acre, zoned commercial.

Currently, the code requires 3 acres and a designation of "rural" to allow for poultry under the provisions of Chapter 183, Article XVI. However, Mr. Idrizi's commercial property is not 3 acres and it is in the designated "urban" area. Therefore chickens are prohibited on his property under the current Code.

Poultry is a unique type of livestock that requires very little space. Many municipalities have recognized this fact including the City of Milwaukee that now allows chickens on very small parcels of land. This is evidence that small numbers of backyard chickens are easy to maintain and require very little space. There are likely more residents of Franklin than would consider having a few backyard chickens if the ordinance was amended allowing chickens on smaller parcels of land, even in the designated urban areas, since backyard chickens have grown tremendously in popularity because they are highly rewarding and very easy to maintain and keep clean.

Mr. Idrizi feels strongly that backyard chickens would further enhance his restaurant experience with the addition of fresh eggs and also provide patrons the opportunity to view his garden and chicken coop at the rear of his property. Restaurant patrons could enjoy the chickens as they are both entertaining and beautiful. Guests with children especially would enjoy this experience.

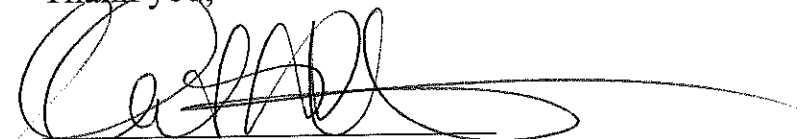
Please accept this letter as a request to amend the current ordinance. The proposal for the amendment would allow for poultry to be permitted in either the urban or rural designated areas as long as 1/2 acres of land is available instead of 3 acres. Since 20 poultry are allowed per acre, the proposal would be that 10 poultry would be permitted per 1/2 acre (or however many the City deems appropriate, should an amendment be granted) with all the other current restrictions still in effect. This will preserve the integrity of the ordinance but still allow property owners with less than 3 acres the

ability to enjoy the rewarding backyard chicken hobby experience.

Thank you for consideration of this request.

Kathleen Kalashian  
S74W16860 Janesville Road # 171  
Muskego, WI 53150

Thank you,

A handwritten signature in black ink, appearing to read 'Kathleen Kalashian', with a long horizontal flourish extending to the right.

Kathleen Kalashian

RECEIVED  
CITY OF FRANKLIN  
2017 JUL 27 PM 3:29

July 27, 2017

I, Rex Idrizi, hereby authorize Kathleen Kalashian to represent me in all matters concerning my request to allow poultry on my property at Casa DiGiorgo, 3137 W. Rawson Avenue, Franklin WI, which requires an amendment to Chapter 183, Article XVI of the municipal code.

Please include her in all correspondence:

Kathleen Kalashian  
S74W16860 Janesville Road # 171 Muskego, WI 53150

Thank you



---

Rex Idrizi

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>8/01/2017</i>
REPORTS & RECOMMENDATIONS	POLICE DEPARTMENT DONATIONS	ITEM NUMBER <i>G.I. (a) and (b)</i>

1. The City of Franklin Police Department has received donations from the following businesses to be put toward the purchase of materials for the annual National Night Out Event.

Connect Cell, Inc. (US Cellular)	\$ 100.00
Franklin Citizen Academy Alumni Association	\$ 100.00
Parallel Employment Group	\$ 100.00
US Bank	\$ 2000.00

2. The City of Franklin Police Department has received a donation from The Franklin Noon Lions Club in the amount of \$200.00 to be used toward the various programs that we provide to the community.

### COUNCIL ACTION REQUESTED

Motion to approve acceptance of these donations for deposit into the Crime Prevention Donation account and the Police Donation account.

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/1/17
REPORTS & RECOMMENDATIONS	Franklin Lioness Club Donation	ITEM NUMBER <i>G.I.(C)</i>

The City of Franklin Health Department has received a donation from The Franklin Lioness Club in the amount of \$200.00 to be used for future programs.

### COUNCIL ACTION REQUESTED

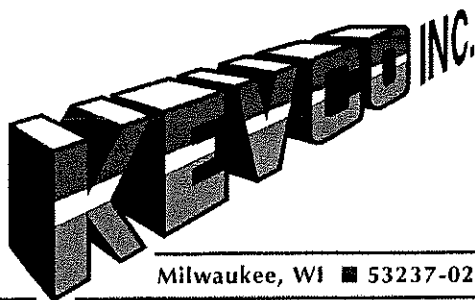
Motion to accept the donation of \$200 from The Franklin Lioness Club.



<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <i>8/01/2017</i>
<b>REPORTS AND RECOMMENDATIONS</b>	<b>Request Common Council authorization to award a contract for the preparation, resurfacing, and relining of the apparatus floor at Fire Station #1.</b>	<b>ITEM NUMBER</b> <i>G.2.</i>
<p>The Fire Department initiated an update and improvement project for the Station #1 apparatus floor in 2016. Following replacement of the roof, the apparatus floor was completely painted, and new wire turnout gear racks were installed. At that time, the intent was to simply reseal the existing concrete floor.</p> <p>The Department subsequently determined that simply resealing the floor did not adequately address safety and durability concerns, and requested a budget modification combining the remaining 2016 capital funding allocation with unspent funds from another project and carrying them forward into 2017 in order to install a more durable and safer (non-slip) ceramic-epoxy floor surface.</p> <p>This request was approved by Council on December 20, 2016; and the flooring project was funded for 2017 in the amount of \$21,600. The department is requesting authorization to execute a contract (subject to publication of notice and approval by City Attorney) to prepare, resurface, and re-line the apparatus floor of Fire Station #1.</p>		
<p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>Motion to authorize publication of a first-class notice of an intent to award a contract for the preparation, resurfacing, and re-lining of Fire Station 1's apparatus floor to Kevco Inc. for an amount not to exceed \$21,000 and to authorize the Mayor and Director of Clerk Services to execute a contract, subject to approval as to form by the City Attorney, for such services following publication of the notice</p>		

Fire Department - *(Signature)*

Concrete Repair ■  
Parking Deck Waterproofing ■  
Steel Shot Blasting ■  
Concrete Floor Resurfacing ■  
Epoxies - Urethanes - Sealers ■  
Crack and Joint Treatments ■  
Epoxy/Urethane Injection ■



P.O. BOX 370200 ■

Milwaukee, WI ■ 53237-0200 ■ 414-764-1333 ■ FAX: 414-764-8926 ■

**PROPOSAL SUBMITTED TO**

FRANKLIN FIRE

**ADDRESS**

8901 W. DREXEL AVE

**CITY, STATE**

FRANKLIN, WI

**PHONE**

(414) 429-1733

**CELL**

(414) 425-1420

**ATTN**

ROBERT

**DATE**

JUNE 21, 2017

**PROJECT NAME**

FRANKLIN FIRE - REVISED

**STREET ADDRESS**

8901 W. DREXEL AVE

**CITY, STATE & ZIP**

FRANKLIN, WI

**EMAIL**

[rmanke@franklinwi.gov](mailto:rmanke@franklinwi.gov)

We are submitting this quotation for the above referenced project. You may be assured that we will perform our duties to the best of our ability.

**PROPOSED SCHEDULE OF WORK**

**SHERWIN WILLIAMS REXTHANE COATING – BASE BID**

Furnish and apply SHERWIN WILLIAMS REXTHANE COATING to approximately 5,400 SFT over clean concrete as follows:

SHOTBLAST

PRIMER

APPLY 2 COATS OF REXTHANE

ADD ALUMINUM OXIDE

VALUE: \$9,878.00

\*Add to remove existing yellow lines:

ADD: \$1,800.00

\*Install approximately 480 LFT of yellow lines:

ADD: \$2,400.00

**ALTERNATE OPTION #1**

Furnish and install SHERWIN WILLIAMS TRAFFICOTE 105 with REXTHANE top coat in approximately 5,400 SFT over clean concrete as follows:

SHOT BLAST

PRIMER

BASE COAT

INTERMEDIATE COAT

REXTHANE TOP COAT

JOINTS

VALUE: \$19,210.00

**ALTERNATE OPTION #2**

Furnish and install SHERWIN WILLIAMS 1/8" CERAMIC CARPET double broadcast quartz in approximately 5,400 SFT over clean concrete as follows:

SHOT BLAST  
PRIMER  
BASE COAT  
FIRST BROADCAST  
INTERMEDIATE COAT  
SECOND BROADCAST  
TOP COAT  
JOINTS

VALUE: \$24,212.00

### **NOTES**

- All work is figured to be done during normal business hours Monday – Friday.
- We have not included a prevailing wage rate in our proposal.
- All work is figured to be done in areas free and clear of debris, equipment, and other trades.
- We have not included the removal of any existing finishes.

### **TERMS**

50% Material Draw/Balance Net 30 Days.

---

\_\_\_\_\_  
Bill Bark – Vice President - Sales  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Acceptance Signature

\_\_\_\_\_  
Date

---

**Robert Manke**

**From:** bill@kevcoinc.net  
**Sent:** Friday, July 21, 2017 7:42 PM  
**To:** Robert Manke  
**Subject:** RE: REVISED PROPOSAL WITH ALTERNATES FROM KEVCO INC.

Robert,

Yes, option 3. Need to do it before end of August and area completely clear.

---

**From:** "Robert Manke" <RManke@franklinwi.gov>  
**Sent:** Friday, July 21, 2017 7:26 PM  
**To:** "bill@kevcoinc.net" <bill@kevcoinc.net>  
**Subject:** RE: REVISED PROPOSAL WITH ALTERNATES FROM KEVCO INC.

I will forward this info to the chief. THANK YOU. So we are on the same page, you are giving us your proposed option 3 for \$21,000.

Bob

---

**From:** bill@kevcoinc.net [mailto:bill@kevcoinc.net]  
**Sent:** Friday, July 21, 2017 8:55 AM  
**To:** Robert Manke  
**Subject:** RE: REVISED PROPOSAL WITH ALTERNATES FROM KEVCO INC.

Robert,

We could do the Ceramic Carpet for \$21,000.00. While I don't normally discount things at this rate, I was a fireman for the United States Air Force when I was active duty many years ago and thus would rather see you guys get what I think would be the most ideal floor versus get something not as good and pay pretty close to the same.

That said, by discounting this to this value I would ask for a few things:

1. Make sure areas we are working in are completely free and clear of debris, equipment, etc.
2. Have the job go in the next few weeks as we are going to be extremely busy late August through pretty much the rest of the year.

Let me know your thoughts.

Thanks,

***William Bark***

Vice President - Sales

**Kevco Inc.**

**Phone:** 414-764-1333

**Fax:** 414-764-8926

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE  8/1/2017
REPORTS & RECOMMENDATIONS	TDS AND WORD SYSTEMS/NICE TELEPHONE CONTRACTS	ITEM NUMBER <i>G.3.</i>

The Police Department requests approval to renew the contracts from TDS and Word Systems/Nice for the department's telephones and recording system. There are no significant changes from the current contracts. The TDS contract is being reduced from a 5 year contract to a 3 year contract on the recommendation of the IT Director. Contracts attached.

#### COUNCIL ACTION REQUESTED

Motion to approve contracts with TDS and Word Systems/Nice for the Police Department telephones and recording system.



**Select TDS Company:**

TDS Metrocom, LLC

1. **Agreement.** This Telecommunications Service Agreement ("Agreement") is between TDS Metrocom, LLC ("TDS") with its principal office at 525 Junction Road Madison, WI 53717 and City of Franklin Police Department with its office at 9455 W Loomis Rd, Franklin, WI 53132 ("Customer").

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services ("Services") identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services Terms of Service, Internet Network Management, Privacy Policy, and Acceptable Use Policy [together referred to as the "TDS Internet Terms of Service"] as stated on [www.tdsbusiness.com](http://www.tdsbusiness.com) will apply to any internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the TDS End User License Agreement (for email service) if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer's premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer's sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer's premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer's passwords or access to Customer's equipment or systems with or without Customer's knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer's passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer's location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract amount committed to under this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. In the event that any action taken by any legislative, judicial or regulatory body, or any underlying services provider that TDS utilizes to deliver the Services, directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer's usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer's bill. The separate pricing may not be used with any other product or bundled products. It is the Customer's responsibility to review the monthly invoices for accurate representation of charges. Disputes concerning the accuracy of any invoice that has been paid must be brought in writing within three (3) months of the due date of the invoice.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER "AS IS" AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER'S LOCATION OR IF CUSTOMER'S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

**5. Limitation of Liability.** TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR DISPUTES RELATED TO THE ACCURACY OF INVOICES, THE MAXIMUM CREDIT OR REFUND A CUSTOMER MAY RECEIVE SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TDS OVER THE MOST RECENT THREE MONTH PERIOD FOR THE SPECIFIC SERVICES IN DISPUTE; FOR ALL OTHER CLAIMS TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN SIX (6) MONTHS AFTER THE CAUSE OF ACTION HAS ACCRUED.

**6. Insecurity of the Internet.** **CONNECTION TO THE INTERNET CREATES INSECURITY.** Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software. Availability of Internet service varies and speeds advertised may not be available at all service addresses. Certain speeds are only offered in areas served by TDS Fiber. Actual speeds experienced by customers vary and are not guaranteed. Speed ranges advertised are expressed as "up to" to represent network capabilities between customer location and the TDS network. Speeds vary due to factors, including: distance from switching locations and external/internal network conditions.

**7. Default.** An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

**8. Remedies.** Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

**9. Interruption of Services.** For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

**10. Support.** The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

**10.1 Warranty.** Internet access equipment and/or Polycom® telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by, are *not* supported by TDS.



## 10.2 Boundaries.

- 10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.
- 10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.
- 10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

## 10.3 Activation.

- 10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.
- 10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.
- 10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.

## 10.4 Help Desk. Technical support is available **only through the TDS Help Desk.**

## 10.5 Unsupported Routers. Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

# 11. Term and Termination.

- 11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.
- 11.2 Customers who terminate Service prior to the expiration of the applicable Service Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the applicable Service Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed Customer under this Agreement for the Services up to the date of termination, and the amount that would have been billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. In addition, specifically with regard to Call Recording Services, Customer shall pay an early termination fee equal to 50% of the contracted monthly recurring charges for such Call Recording Services for each month remaining on the initial term. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the foregoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.
- 11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

## 12. Subsequent Additions/Deletions. For each new product or service added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account. Any preferred customer discounts, volume discounts or promotional discounts are subject to change if Customer deletes services from the original service agreement. Any adjustments in special discounts will be quoted at the time of the request on an individual case basis.

## 13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

## 14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence covering personal injury and property damage.

## 15. MISCELLANEOUS.

### 15.1 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.2 **ATTORNEY'S FEES AND COSTS:** In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.3 **EXTRAORDINARY CIRCUMSTANCES:** TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.4 **ENTIRE AGREEMENT:** This Agreement, and any Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.5 **CUSTOMER REPRESENTATIONS:** The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.6 **SEVERABILITY AND SURVIVAL OF TERMS:** Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.7 **ASSIGNMENT:** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.8 **TAXES:** In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.9 **WAIVER:** A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.10 **ELECTRONIC DOCUMENTS:** TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

☐ If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.  
Customer initials \_\_\_\_\_

☐ If switching to TDS provided data service, Customer is responsible for cancellation of current data service.  
Customer initials \_\_\_\_\_

**Authorization:**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of Franklin Police Department

TDS

Customer Name

By:

By:

Signature – Authorized Representative

Signature – Authorized Representative

Gail Binder

Print Name

Print Name

Sr Account Manager

Title

Title

Date

Date



WORD SYSTEMS, INC.

## Technical Services Agreement

This is a technical services agreement (hereafter referred to as **Agreement**) between Word Systems, Inc. (hereafter referred to as **WSI**) and the Customer Franklin Police Department (hereafter referred to as **Customer**). Customer's signature on the Quotation, Price Sheet or other document to which this Agreement is an Exhibit constitutes Customer's agreement to the terms and conditions below.

This Agreement, together with its Attachments and any related sales quotations, price sheets or other documents to which it is attached, which are all hereby incorporated by reference, sets forth the entire understanding of the parties hereto with respect to its subject matter, and supersedes any other agreement, verbal, written and/or implied. The services herein are provided by WSI in lieu of any other product warranties or service commitments from WSI.

WSI agrees to support, maintain and repair Customer's equipment and/or software listed below on a best efforts basis for the charges shown below. This Agreement becomes effective on its start date, shown below, and shall continue for the term, also shown below. No refunds shall be given for Technical Services cancelled or terminated during the term, except as expressly set forth herein. The rates herein may be increased upon renewal and as otherwise set forth in this Agreement considering factors that include, but are not limited to, inflation, fuel costs, availability of parts, software, history of support calls and parts used during previous term. Technical Services shall be invoiced in advance of each term. At the end of the initial term, this Agreement will automatically renew for successive one-year terms at WSI's then current annual rates unless either party provides written notice of non-renewal at least 30 days prior to the applicable expiration date.

Start Date:	<u>3-1-18</u>
Initial Term of Agreement:	<u>(3) Three Years - 3/1/18 to 2-28-21</u>
Amount of Initial Term:	\$ <u>10,337.00</u>

### Equipment and Software Covered Under this WSI Technical Services Agreement

*This Agreement will cover Service, Support, Parts and Labor for items listed below.*

Equipment Make & Model Number:	<u>Nice Recording Express Logger</u>
Serial Number/Software License #:	<u>NOS0156 - License C1301-0288</u>

\* See **Attachment A** for additional equipment covered under this Agreement

### I. SERVICE WSI will provide to Customer best efforts maintenance and repair service

- A. Support on software and equipment listed in on this page and in any Attachment hereto. WSI may provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
- B. Twenty-four hour phone and/or modem support.
- C. Repairs will be performed and replacement parts will be furnished at no charge on a best efforts basis, provided that Customer returns the defective parts. The returned defective and/or worn parts replaced become property of WSI. WSI reserves the right to replace or exchange any defective piece of equipment or accessory with another if it is determined there is a need to do so, regardless of age or serial number. WSI personnel will perform the installation or repair of any WSI system on a best efforts basis.
- D. Installation of equipment, field engineering, change orders or enhancements to basic equipment and software that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the equipment running. This does not include extra features and enhancements that are sold to increase performance or functionality. Onsite work will be done during WSI's regular business hours, except for emergency services.
- E. All training by WSI will be done at Customer's site or a WSI office between 8 am and 5 pm, Monday through Friday, EST, excluding holidays.

**II. CHARGES** Additional Charges, if any, will be assessed per this Agreement as shown below:

- A. Customer agrees to pay for any consumable items provided by WSI. Customer agrees to pay for parts that normally wear out if older than 5 years. Customer agrees to pay for the repair of items damaged or dropped by Customer.
- B. WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment. WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of our WSI Computer System. The Customer agrees not to load any software on our WSI computer without written permission from the WSI Service Manager. WSI is not responsible for telephone lines, induced noise by radio stations and other equipment, cabling and connections other than those items WSI supplies to the Customer to install WSI equipment.
- C. WSI will charge for any installation of equipment upgrades and expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
- D. WSI will charge for any parts that must be replaced due to cause other than normal wear and tear or damages caused by accident, abuse, or for work done due to inadequate training or operator errors.
- E. New additional equipment or software purchases will result in adjustment of maintenance and support charges. Customer will be invoiced for support premiums related to such additions. The invoice will be pro-rated to coincide with the term of this Agreement.
- F. Service charges for equipment or software or training not covered by this Agreement will also be at the current prevailing Word Systems, Inc. rates.
- G. WSI shall not have any obligations with respect to problems due to any modification of the equipment or software by anyone other than WSI, the improper combination of equipment or software with other products not provided by WSI, or the use of the software or equipment in an unreasonable manner. Any services that WSI agrees to perform due to the foregoing shall be charged at then current rates.
- H. WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturers' recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Any services that WSI agrees to perform due to the foregoing shall be charged at then current rates.

**III. EXCLUSIONS** WSI will not provide:

- A. Electrical work or cables, plumbing, drilling or carpentry work external to WSI equipment.
- B. Maintenance of accessories, attachments or other devices not furnished by WSI.
- C. Free loaner equipment. WSI recommends the Customer buy spare terminals and accessories to replace broken units until WSI can make repairs (if the application is so critical that repairs can't wait).
- D. Free repairs for damages from external computer virus contamination.
- E. Free repair for lightning and high voltage power surge damage to our equipment while at the Customer's site.
- F. Operator training by a WSI support technician. See WSI account representative for all training needs.
- G. Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required in connection with a manufacturer's major software upgrade.
- H. Support in resolving network, workstation, database, environmental or other errors not directly related to the software and equipment listed in this Agreement.
- I. Movement of equipment to a new location.

Warranty Exclusion: WSI is providing technical services in lieu of any warranties or service commitments from WSI. to the fullest extent permitted by law, the services herein and the software and equipment are provided "as is." WSI does not warrant that the equipment and software will operate uninterrupted or error free or that all defects will be corrected or that they will meet customer's requirements or will operate in combinations with other equipment, software, or data not provided by WSI. WSI disclaims all warranties, express or implied, with respect to any of the foregoing, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, workmanlike efforts, non-infringement or warranties arising by statute or otherwise in law or from a course of dealing or usage of trade.

**IV. WSI RESERVES** the right to modify or delete any term or condition of this Agreement by giving a 30-day prior notice to Customer, in which case Customer may terminate this Agreement by giving WSI written notice of its intent to terminate within 30 days of its receipt of notice from WSI regarding the change, in which case WSI will provide a pro-rata refund of pre-paid Technical Services Fees for the remainder of the term.

**V. LIABILITY DISCLAIMERS** WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by any of the foregoing exclusions shall be invoiced at the currently published time and materials rates.

To the fullest extent permitted by law:

- A. WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this agreement or the good and services provided, even if advised in advance of the possibility of such damages.
- B. Except with respect to damages caused by WSI's willful misconduct, WSI's liability (including attorneys' fees) to customer or any third party arising out of or related to this agreement and the good and services provided shall, for any and all causes and claims regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed the price paid by reseller for the particular good(s) or service(s) involved prior to such claim's accrual under which such damages arose.

**VI. CUSTOMER RESPONSIBILITY** It shall be the responsibility of the Customer to have equipment protected by WSI approved uninterruptible Power Supply (UPS) and to use WSI approved storage media and perform preventative maintenance as described in the Operators Manual. It is the responsibility of the Customer to have trained personnel operating the equipment. Additional training is available from WSI for an additional charge as new people are hired to run the equipment. The Customer shall make the equipment available to the service department representative as soon as a representative arrives on-site and agrees to allow the WSI technical services representative access to the equipment, immediately upon arrival. Any delays will be charged for at our regularly published service rates. Access will be given to him/her for as long as it takes to repair and adequately test the equipment.

**VII. TRAINING** Training provided with the purchase of a system consists of on-site training upon completion of installation as agreed upon on Exhibit A of original purchase agreement. Detailed training shall encompass an overview of all functions and features necessary to operate equipment. It is the responsibility of the Customer to have basic PC knowledge prior to system training on new equipment. Upon completion of initial training should Customer require additional training of staff, WSI will invoice Customer at standard WSI training rates.

**VIII. GOVERNING LAW; VENUE** This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a federal or state court located in Marion County, Indiana. Each party expressly agrees that Marion County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which may be applicable. The parties hereby submit to the exclusive jurisdiction, those courts.

**IX. SEVERABILITY** In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.

**WORD SYSTEMS, INC.**

**CUSTOMER**

By: Tim Walker

By: \_\_\_\_\_

Print Name: Tim Walker

Print Name: \_\_\_\_\_

Title: Account Manager

Title: \_\_\_\_\_

Date: 7-18-17

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

## Attachment A

**Additional Equipment Covered under this Agreement;** This Maintenance and Support Agreement will cover Service, Support, Parts and Labor for Items listed below.

Please fill in the appropriate Equipment/Software model # and serial numbers and/or Licensing Numbers.

[illegible]



**RECORDING MADE EASY!**  
Record. Archive. Play.



**WORD SYSTEMS, INC.**  
Est. 1977  
Indiana • Illinois • Wisconsin • Florida

**NICE** AUTHORIZED PARTNER™

<b>Digital Voice Logging System</b>		<b>Date:</b> 7/27/2017		
<b>Prepared For:</b> Franklin Police Department		<b>Serial #32382201 - Upgrade with Redaction</b>		
<b>Prepared By:</b> Tim Walker 800-425-7637		<b>Inform Upgrade from 5 to 7 - Additional 1 Channel</b>		
QTY	DESCRIPTION	PART #	UNIT PRICE	EXTENDED
<b>Nice Inform Essential</b>				
1	NICE Inform Essential/Lite Site license upgrade from R5 to R7	PS-INFRM-ESL-SITE-UPG-5-7	\$200.00	\$200.00
6	NICE Inform Verify application license upgrade, price per concurrent user license per major version upgraded (3 Verify Licenses - 2 Version Upgrade = 6)	PS-INFRM-VER-1CC-UPG-1MV	\$60.00	\$360.00
2	NICE Inform Esnt/Lite Monitor app license upgrade, price per concurrent user license per major version upgraded (1 Monitor Licenses - 2 Version Upgrade = 2)	PS-INFRM-ESL-MON-1CC-UPG-1MV	\$60.00	\$120.00
4	NICE Inform Esnt/Lite Reconstruction app license upgrade, price per concurrent user license per major version upgraded (2 Reconstruction Licenses - 2 Version Upgrade = 4)	PS-INFRM-ESL-RCON-1CC-UPG-1MV	\$200.00	\$800.00
1	One (1) Audio Recording license, including Inform Essential application support	RA-PS-INFRM-ESNT-1CH	\$425.00	\$425.00
1	Audio Redaction capability within NICE Inform Essential/Lite Reconstruction application, per concurrent user license.	RA-PS-INFRM-ESNT-RCON-REDACT-1CC	\$500.00	\$500.00
<b>Total quantity of next three items must equal total of 1CH Audio Recording license quantities ordered</b>				
1	Configuration of 1 NICE Recording audio channel to Analog +	RA-PRM-PS-INFRM-ANALOGBT-CONFIG1C	\$0.00	\$0.00
<b>Nice Software Assurance</b>				
1	Nice Software Assurance First Year (Required)	RA-PS-MAIN-NICE-IND-STD		\$168.00
			<b>Sub-Total</b>	<b>\$2,573.00</b>
<b>PROFESSIONAL SERVICES</b>				
	Installation and training	INST		\$1,450.00
			<b>Order Total</b>	<b>\$4,023.00</b>
<b>LEASE INFORMATION</b>				
For Estimated Third Party Lease payments for this proposal see Leasing Options Tab		Initial here if electing lease	<input type="checkbox"/>	\$910.93
<b>TERMS AND CONDITIONS:</b>				
A	Please see Exhibit A for sample Statement of Work -To be reviewed at Pre-installation meeting.			
B	Please see Exhibit B for Technical Services Agreement.			
C	Optional Customer Provided Capture PC/Server Minimum specs on Exhibit C.			
D	DELIVERY: Please allow estimated 30-60 days from date of written purchase order (or date of first payment when applicable) for delivery.			
E	Warranty on the equipment will start after installation is complete, or 90 days after acknowledgement from customer to order equipment and/or licenses via 50% deposit or special request, whichever is earliest.			
F	Custom equipment orders may not be returned. Stock merchandise and accessories may be returned if in the original packaging provided a restocking fee of not less than twenty-five percent (25%) or such greater restocking fee as determined by WSI's supplier is paid by customer.			
G	This quote does not include State and Local taxes. Customer to provide tax exempt certificate or taxes will be added to the invoice.			
H	Payment terms; 50% with order, 50% upon system installation.			
I	This price list together with all of its Exhibit and license terms and conditions from the software manufacturer, which are hereby incorporated by reference, constitutes the entire agreement with respect to its subject matter. No inconsistent or additional terms submitted by Customer in any purchase order or similar document will be binding on WSI.			
J	Please mail purchase orders to Word Systems, 9225 Harrison Park Court Indianapolis, IN 46216 or FAX-317-544-2192			
K	QUOTATION IS VALID FOR 90 DAYS			
Approved By		PO#		
Title		Date		

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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR</b> <b>COUNCIL ACTION</b>	<b>MEETING DATE</b> 8/01/2017
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Resolution Awarding Contract To The Lowest Bidder For The 2017 Pavement Marking Program In The City Of Franklin</b>	<b>ITEM NUMBER</b> <i>G.4.</i>

### **ANALYSIS**

Contract documents were prepared by staff, the project advertised and bids opened July 20, 2017. One bid was received as follows:

Crowley Construction Corporation    \$33,810 (\$.105 per lin ft)

The bid was found to be in order.

The city has 48 miles of roadway that have pavement markings. To ensure proper reflectivity roadways must be striped every two years. Therefore, 24 miles of roadway are striped each year.

Crowley Construction has been the successful bidder in 15 of the past 16 years.

2016 / 2015 Bid Summary:

2016 = Crowley Construction, .102 per lin ft.  
Century Fence, .138 per lin ft.

2015 = Crowley Construction, .102 per lin ft  
Century Fence, .140 per lin ft

Staff recommends to award the contract to Crowley Construction Corporation, for \$33,810.00. Crowley Construction has always done an exceptional job and has worked well with city staff in the past. Staff recommends to award the contract to Crowley Construction.

### **FISCAL NOTE**

Sufficient funds are available through the Public Works Department 2017 Operating Budget (pavement marking).

### **RECOMMENDATION**

Motion to adopt Resolution No. 2017-\_\_\_\_\_, awarding contract to the lowest bidder, Crowley Construction Corporation, in the amount of \$33,810.00, for the 2017 Pavement Marking Program in the City of Franklin.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017- \_\_\_\_\_

A RESOLUTION AWARDDING CONTRACT TO THE LOWEST BIDDER FOR THE 2017  
PAVEMENT MARKING PROGRAM IN THE CITY OF FRANKLIN

-----  
WHEREAS, the City of Franklin advertised and solicited bids for the 2017 Pavement Marking Program in the City of Franklin, and

WHEREAS, one bid was received as follows:

Crowley Construction Corporation      \$33,810.00 (\$.105 per lin ft)

WHEREAS, the low bidder is Crowley Construction Corporation, with a bid in the amount of \$33,810.00, and

WHEREAS, Crowley Construction Corporation is a pre qualified public works contractor, and

WHEREAS, it is in the best interest of the City, as recommended by the City's staff, to award the contract at the total base bid of \$33,810.00 to Crowley Construction Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Crowley Construction Corporation be awarded the contract for the 2017 Pavement Marking Program in the City of Franklin for the sum of \$33,810.00 in accordance with bid specifications.

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

INTRODUCED at a regular meeting of the Common Council of the City of Franklin on this 1<sup>st</sup> day of August, 2017 by Alderman \_\_\_\_\_.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED:

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

ATTEST:

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

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

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 8/1/2017
Reports & Recommendations	AN ORDINANCE TO PROHIBIT PARKING ON THE SOUTH SIDE OF W. CREST COURT FROM S. 35 <sup>TH</sup> STREET TO S. 36 <sup>TH</sup> STREET AND ON S. 36 <sup>TH</sup> STREET FROM W. CREST COURT TO W. MAPLECREST DRIVE	ITEM NO. <i>G.5.</i>

### **BACKGROUND**

The Franklin Board of Public Works has considered parking issues connected with concerns of overflow parking for Franklin Woods Nature Center. This area has been marked as temporary non parking since after the opening of Kayla's Playground.

At the July 25, 2017, Board of Public works meeting, a motion was adopted to recommend to the Common Council that "1. To allow parking on the North Side of West Crest Court between 35th and 36th Streets. And 2. No Parking On South Side of West Crest Court between 35th and 36th Streets and on 36th Street between West Crest Court and Maplecrest Drive on both sides of the road." The 2-part motion passed 5-1.

### **ANALYSIS**

Kayla's Playground does attract many users in addition to the "dog walkers" and other users of the park. The playground project included a significant expansion of the parking lot (total 57 spaces) accessed from W. Puetz Road. There is overflow parking bordering the park on the west side of S. 35<sup>th</sup> Street between W. Puetz Road and W. Crest Court.

Complaints from some of the neighbors to the south prompted temporary no parking signs on W. Crest Court and S. 36<sup>th</sup> Street. At the request of the Board, the affected residents were solicited after the temporary signs had been up over a year.

- 3620 W. Maplecrest Court was not directly solicited, however there are continuous complaints regarding the new playground, including claims that people are parking in the yard making ruts. Staff has walked this yard after notification of complaints and no evidence of ruts was found. It is assumed that this resident is opposed to allowing parking along their property.
- 3531 W. Crest Court was solicited and their comments were in favor of parking along the north side of W. Crest Court. Among other comments, they do not appreciate that their overflow parking visitors need to park down the street (W. Maplecrest Drive and S. 36<sup>th</sup> Street) in front of other neighbors.
- 3511 W. Crest Court was solicited and their comments were that they were not in favor of parking. To paraphrase, they moved to Franklin because of the rural setting and do not want parking on their street.

Staff has looked at the condition of the ditch along the north side of W. Crest Court and it is physically possible to widen the shoulder 8-10 feet to allow for parking off of the existing pavement. Some RCP pipe will be needed to protect a tree. DPW can perform this work and expenses can be absorbed in normal operating budget. A delineator will need to look at wetland impacts, if any, and based on that report, DNR may need to be contacted for approval.

The Board did briefly consider limiting the allowable parking to just in front of 3531 W. Crest Court but that consideration was not part of the motion that was adopted. The parking area as proposed by staff would not extend past a fire hydrant near the entrance path to the park. Nor

would parking be allowed on the corner of W. Crest Court and S. 35<sup>th</sup> Street for sight triangle concerns.

**OPTIONS**

Approve the no-parking as recommended by Board of Public Works; or

Modify the no parking as recommended by the Board of Public Works; or

Table

**FISCAL NOTE**

The signage, millings, and RCP pipe can be absorbed in normal DPW operating budgets.

**RECOMMENDATION**

Motion to adopt ordinance no. \_\_\_\_\_ to amend §245-5 of the Municipal Code, "Parking, Stopping and Standing Regulated," to prohibit parking on the south side of W. Crest Court from S. 35<sup>th</sup> Street to S. 36<sup>th</sup> Street and on S. 36<sup>th</sup> Street from W. Crest Court to W. Maplecrest Drive.

Furthermore, direct Staff to proceed with permitting and installation of off-pavement parking for the north side of W. Crest Court from S. 35<sup>th</sup> Street to S. 36<sup>th</sup> Street.

Department of Engineering GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2017-\_\_\_\_\_

ORDINANCE TO ADD TO SECTION 245.5(D) (4) OF THE MUNICIPAL CODE  
TO ESTABLISH NO PARKING ON THE SOUTH SIDE OF W. CREST COURT  
FROM S 36<sup>TH</sup> STREET TO S 35<sup>TH</sup> STREET, AND ADD BOTH SIDES OF S 36<sup>TH</sup> STREET FROM W  
CREST COURT TO W MAPLECREST COURT

-----

WHEREAS, the Board of Public Works has recommended establishing no parking on the south side of W. Crest Court from S. 35<sup>th</sup> Street to S. 36<sup>th</sup> Street, and no parking on both sides of S. 36<sup>th</sup> Street from W. Crest Court to W. Maplecrest Court; and

WHEREAS, the Board of Public Works has recommended establishing parking areas on the north shoulder of W. Crest Court between S. 35<sup>th</sup> Street and S. 36<sup>th</sup> Street.

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: "south side of W. Crest Court located between S. 35<sup>th</sup> Street and S. 36<sup>th</sup> Street"

ADD: "both sides of S. 36<sup>th</sup> Street located between W. Crest Court and W. Maplecrest Court"

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED:

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

ATTEST:

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

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

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# Franklin Woods Nature Center

W. Crest Court




W. Maplecrest Dr.

S 35th Street

S 36th St.



## LEGEND

-  Proposed Parking on New Shoulder
-  Proposed No Parking
-  Existing Parking on Shoulder



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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 8/1/2017
Reports & Recommendations	AMEND CONTRACT FOR JOHNS DISPOSAL SERVICES TO EXTEND UNTIL 2022, INCLUDE AUTOMATED GARBAGE COLLECTION, INCLUDE BULK PICKUP SERVICE, AND INCREASING RECYCLING SERVICE FREQUENCY TO EVERY WEEK	ITEM NO. <i>G.6.</i>

### **BACKGROUND**

Johns Disposal Service, Inc. signed a contract in August 2012, with the City of Franklin for Refuse Collection, Disposal, and Recycling. This contract was amended in September 2016 to delete Section VIII Collection of Biohazard Containers.

Staff has received some comments and requests related to: providing totes for refuse (garbage / trash) collection; increasing the recycling frequency; and modifying leaf pickup operations.

Current Fees per Residents	Per Month	Per Year
Manual Garbage Collection	\$4.89	\$58.68
Automated Recycle Collection	\$2.61	\$31.32
Total	\$7.50	\$90.00

The City charges each resident \$106.95 per year. The \$16.95 mark up pays for other garbage and recycling services such as the drop-off site expenses at DPW, Saturday hours of DPW staff, leaf collection expenses, etc. Franklin property owners have already paid the 2017 service. Per a change by the common council in 2016, new locations will be pro-rated as the service is activated.

### **ANALYSIS**

By many accounts, previous vendors for refuse collection, disposal, and recycling in the City of Franklin had significant performance deficiencies. Since Johns has been under contract, the complaints and concerns are virtually nothing. When there are occasional concerns, Johns has been very responsive to address the situation. The current complaints are generally related to non-performance issues.

Some residents have complained that trash containers are not provided. Currently, only a recycling container is provided. Trash is limited to 32 gallon containers and/or bags. The number of 32 gallon containers and/or bags is unlimited. Many have purchased their own containers- as large as 96 gallons. These containers create issues with John's employees because the trucks are not designed to handle these various sized totes so the employees need to manually lift the oversized and often heavy totes.

Johns is willing to provide new totes, if the City desires. To justify the purchase of new totes, John's would like to extend the current contract five years. In addition, Johns would be willing to add a bulk collection feature whereas residents could call for a bulk collection pickup, but limited to two times per year. this bulk collection feature would be at no additional charge.

The costs of the automated garbage collection would increase \$0.10/month, or \$1.20 per year.

Option to Include Garbage Totes and Recycling Every Week	Per Month	Per Year
Automated Garbage Collection	\$4.99	\$59.88
Automated Recycle Collection	\$2.61	\$31.32
Total	\$7.60	\$91.20

Some residents have also asked that recycling occur every week instead of every other week as occurs now. The costs of recycling (to the City) per resident would increase by \$1.05/ month, or \$12.60 per year.

Option to Include Garbage Totes	Per Month	Per Year
Automated Garbage Collection	\$4.99	\$59.88
Automated Recycle Collection	\$3.66	\$43.92
Total	\$8.65	\$103.80

Still more residents have voiced a desire to not need to bag leaves for leaf collection services. Leaves are picked up twice in the fall and once in the spring. All leaves need to be bagged for collection. After consideration, Staff is not in favor of this option since many of Franklin Roads have open road-side ditches. It would be difficult to keep the leaves in the street and not going to the ditch to create MS4 stormwater compliance issues. Johns provided hourly rates for the equipment since they don't have an extensive history of the time and labor involved to accommodate this

Staff compared these new rates with John's contracts for the City of Greenfield (2016), Village of Sussex (2015), and City of Burlington (2014) and find them comparable. These can be provided prior to the Common Council meeting upon request to the City Engineer.

The Board of Public Works has discussed this issue and wanted Staff to gather more information. A customer survey has been drafted but not sent out. Staff believes that this survey should be vetted by a consultant prior to distributing to customers for content and recommendation on minimum number of sampling to obtain results with statistical confidence. This consultant assists the Franklin Health Department on several issues.

### **OPTIONS**

- A. Ask Johns to renegotiate the current contract without changing garbage or recycling practices.
- B. Instruct Staff to work with a survey consultant, survey a **sample** of customers, and return to Common Council with results and recommendations regarding garbage and recycling for the purposes of:
  - Renegotiate with Johns, or
  - Solicit proposals for new contract

**FISCAL NOTE**

Not at this time

**RECOMMENDATION**

Instruct Staff to use a survey consultant and survey a sample of customers, and then return to Common Council with a recommendation



P.O. BOX 329  
WHITEWATER, WI 53190  
262-473-4700 • Fax: 262-473-6775  
www.johnsdisposal.com  
email: office@johnsdisposal.com

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## DISPOSAL SERVICE, INC.

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March 8, 2017

City of Franklin

Engineering Department  
Attn: Glen Marrow – City Engineer  
9229 W. Loomis Rd.  
Franklin, WI 53132

RE: Garbage Carts & Leaf Collection

Glen,

We have enjoyed the opportunity to serve the residents of Franklin and are excited about what the future may hold with this new proposal. I have outlined below the major points and costs associated with the Implementation of fully automated garbage collection in the City of Franklin.

### Section I: Fully Automated Garbage Cart Proposal

Current Collection Costs:	Current 2017 Rates
<b>Manual Garbage Collection</b>	\$4.89 / month
<b>Automated Recycle Collection</b>	\$2.61 / month
<b>Total:</b>	\$7.50/ month

Proposed Collection Costs**	Fully Automated (EOW Recycle Collection)	Fully Automated (Weekly Recycle Collection)
<b>Automated Garbage Collection</b>	\$4.99 / month	\$4.99 / month
<b>Automated Recycle Collection</b>	\$2.61 / month	\$3.66 / month
<b>Bulk Collection (2x per year)</b>	*no charge	*no charge
<b>Total:</b>	\$7.60 per home / month	\$8.65 per home / month

\*\* The prices quoted above are for a new or amended contract with a minimum of a five-year agreement.

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**Residential • Commercial • Industrial • Recycling • Refuse Disposal**

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Please note that the prices listed above include the cost of new Garbage carts and for the Recycling carts already in place. Each home will be eligible for two special pick-ups per home per year. Bulk collection consists of items that do not fit inside the carts. Acceptable items include but are not limited to: water heaters, refrigerators, stoves, recliners, sofas, tables, desks, pianos, etc. It does not include electronics.

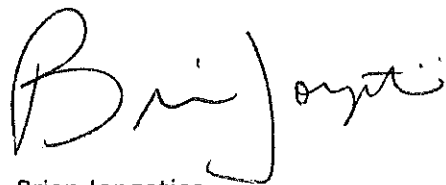
#### Section II: Leaf Collection Proposals

As we discussed on Tuesday, we are willing to partner with the city on a pilot leaf collection program similar to that of the City of Milwaukee. Should you choose to use this type of collection, we are able to offer a rear-load truck equipped with a ramp and a driver for **\$100.00 per hour with a four-hour minimum** and a **\$160.00 dumping fee per truck-load** (approximately 10 tons).

We are requesting to increase the current cost of our yard waste collection to \$60,000.00 annually for the same three collections per our contract.

We are looking forward to attending your next meeting on Tuesday, March 21 at 6:30 p.m. Please let me know if you have any questions.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read "Brian Jongetjes". The signature is fluid and cursive, with the first name "Brian" written in a larger, more prominent script than the last name "Jongetjes".

Brian Jongetjes  
President

OFFICE OF THE CITY CLERK  
9229 WEST LOOMIS ROAD  
FRANKLIN, WISCONSIN 53132

GENERAL CONTRACT PROVISIONS  
AND SPECIFICATIONS FOR

REFUSE COLLECTION, DISPOSAL AND RECYCLING

FOR THE

CITY OF FRANKLIN

January 1, 2013 to December 31, 2017

JULY 2012

---

CITY OF FRANKLIN

THIS CONTRACT made this 21<sup>st</sup> day of August, 2012, by and between John's Disposal Service Inc., hereinafter called the "Contractor" and the City of Franklin, Wisconsin, hereinafter called the "City".

WITNESSETH that the Contractor and the City, for the consideration stated herein, agree as follows:

I. COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or hereto attached:

Definitions  
General Contract Provisions  
Specifications  
This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

This contract is intended to conform in all parts to applicable statutes of the State of Wisconsin, and if any other part or provisions of the contract conflicts therewith, the said statute shall govern.

II. DEFINITIONS

The following terms as used in these contract documents are respectively as follows:

PROJECT – The entire area proposed by the City to be serviced in whole or in part pursuant to the contract within.

CITY – (Also OWNER) The contracting party initiating the project as set forth in the contract acting through its authorized representatives in accordance with specific duties delegated to such representatives.

CONDOMINIUMS – Includes the residential units in condominium associations within the City which are receiving service under the City refuse collection, disposal and recycling contract in July 2012, as set forth upon the list of same maintained in the Office of the City Engineer. Each condominium association may select to have garbage collected weekly in regular garbage cans or in dumpsters. Recycling will be collected on an every other week basis. Each association may select that each unit in the association will use 18 gallon bins, 48 or 96-gallon carts or dumpsters. Dumpsters are not provided by the City in this Contract. Each association must rent or own the dumpsters. Condominiums that place their refuse in dumpsters can opt-out of City collection if they notify the City in writing prior to November 1, 2012. Also, in the future, condominiums can opt-in for each calendar year if notice is received by November 1st.

CONTRACTOR – The person, persons, firm or corporation to whom the written contract is awarded by the City and who is subject to the terms of said contract. Also, the agents, employees, workmen or assignees of said Contractor.

SUBCONTRACTOR – A person, firm or corporation other than the Contractor, supplying labor and materials or labor only, on the work site of the project.

WORK – All work including materials, labor, supervision and use of tools necessary to complete the project in full compliance with the terms of the contract.

ENGINEER – City Engineer and/or members of the Engineering staff appointed by the City.

SURETY – The person, firm or corporation that has executed, as surety, the Contractor's Performance Bond, securing the performance of the written contract.

SMALL AMOUNTS – A measure or quantity of solid waste equal in volume to one bushel or less and weighing less than 80 pounds per pickup.

SINGLE-FAMILY RESIDENCE – Any single-family home, including trailers and mobile homes wherein one family resides.

MULTI-FAMILY RESIDENCE – Includes condominiums and 3 and 4 family apartments.

TWO-FAMILY RESIDENCE – Any residential structure housing two families in separate living units.

### III. SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all labor and materials, necessary tools, equipment and all utility and transportation services required for the weekly collection of all rubbish, garbage, trash, brush and leaves from residences in the City of Franklin, Wisconsin, the disposal thereof and the recycling activities as specified per this contract for a period of three (3) years all in accordance with their specifications. **THE CONTRACTOR SHALL BE REQUIRED, AS PART OF THIS CONTRACT, TO DISPOSE OF ALL NON-RECYCLABLE RUBBISH, GARBAGE AND TRASH (SOLID WASTE) AT THE METRO LANDFILL LOCATED AT 10712 SOUTH 124TH STREET.** Any groundwater fees and any other fees or taxes required by law to be paid by the City upon tipping or disposal of any materials which are the subject of this contract for payment to the government or governmental agency imposing same shall be paid by the contractor and such amounts shall be included in the contract unit and any other prices set forth in this contract. Notwithstanding the foregoing or anything to the contrary set forth in this Contract, in the event that there no longer is an Active Fill Area within which to dispose of solid waste at the Metro landfill, and/or existing terms of the Final Negotiated Agreement between the operator of the Metro landfill and the City providing for the reimbursement to the City of all tipping fees (site operator and State of Wisconsin imposed) have expired and are not forthwith resumed upon such reimbursement terms of a new agreement as may be approved by the City with the operator of the Metro landfill, City and Contractor agree to negotiate in good faith upon the impact of any site operator and State of Wisconsin (State groundwater and environmental fees, taxes and the like payable upon tipping) imposed tipping fees upon the parties' respective obligations under this Contract. In the event the City and Contractor are unable to negotiate such impact within 30 days after the date of personal service of written notice from either party requesting such negotiation, either party may terminate this Contract by providing 60 days notice to the other party and this Contract shall expire upon the expiration of 60 days following personal service of such termination notice.

NOTE: FOR ITEM IV THE CONTRACTOR WILL BE REIMBURSED FOR THE DISPOSAL TIPPAGE FEES AND SAID FEE SHALL NOT BE INCLUDED IN THE RATES.

### IV. THE CONTRACT PRICE – WEEKLY REFUSE COLLECTION

The City shall pay the Contractor for the performance of this contract, in current funds, at the following prices: (Note: The contractor shall be paid at the contracted cost that should not include the tipping fee, including ground water and other fees. The contractor will be paid on a monthly basis the actual fees paid to dispose of the refuse at Metro Landfill.)

#### 1. FIVE (5) YEAR CONTRACT

##### A. SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS

January 1, 2013 – December 31, 2013

Estimated 11,080 residences @ \$ 57.33

Per residence per year = Total \$ 635,216.40

##### B. CONTAINERS AT CITY-OWNED BUILDINGS

January 1, 2013 – Life of Contract

This work shall include the furnishing and weekly emptying of suitable containers at the following City-owned buildings:

Franklin City Hall – 9229 W. Loomis Rd.

Franklin Dept. of Public Works – 7979 W. Ryan Rd.



Sewer & Water Building – 5550 W. Airways Ave.  
Fire Station #1 – 8901 W. Drexel Ave.  
Fire Station #2 – 9911 S. 60<sup>th</sup> St.  
Fire Station #3 – 4755 W. Drexel Ave.  
10 – 90 gallon totes for use at the Public Works Facility, 7979 W. Ryan Rd. (not required to be emptied)  
Police Facility Building – 9455 W. Loomis Rd.  
Library – 9151 W. Loomis Rd.  
Ken Windl Park - 11615 W. Rawson Ave.

Payment for this item shall be included in the cost of items A through I above and no extra payment will be made for this work. The size and number of containers shall be determined by the City Engineer.

The Contractor shall furnish the City a memo, with initial bid and yearly thereafter at the beginning of the year, detailing the cost for all items contained in IV-S to be used by the City for internal account purposes and adjust to contract for change.

C. LEGEND PARK & LION'S PAVILION 8050 S. LEGEND DRIVE AND VERN BARG PAVILION 8717 W. DREXEL AVENUE

The Contractor shall provide twice a week pickup from May 1 to October 1 for the City's Legend Park. Trash in the park area will be in one or more 6 yard containers furnished by the Contractor. Pick up for these park containers shall be by Monday, noon and Thursday, noon. An additional two (2) containers of 30 yard capacity each shall be furnished by the July 4<sup>th</sup> picnic. Payment for this item shall be included in the cost of items A through I above and no extra payment will be made for this work.

ST. MARTIN'S LABOR DAY FAIR

The Contractor shall provide eight (8) 30 yard roll-off containers for use during the St. Martins Labor Day Fair. Delivery shall be no later than 12:00 noon on the Friday preceding. Also, the Contractor shall provide one empty refuse packer truck and driver shall be at the fair site at 7:00 a.m. the Tuesday after the fair, to assist the Franklin Department of Public Works in cleanup after the fair. This cleanup will be for the entire day, the Tuesday after the fair.

Payment for these items shall be included in the cost of items A through I above and no extra payment will be made for this work.

The Contractor shall furnish the City a memo, with initial bid and yearly thereafter at the beginning of the year, detailing the cost for all items contained in IV-T to be used by the City for internal account purposes and adjust to contract for change.

D. PROSECUTION OF CONTRACT

The Contractor agrees to commence work under this contract on January 1, 2013. The foregoing quantities of items are approximate only and payment will be made only on the actual quantities of work completed, measured on the basis defined in the Contract Specifications and at unit prices as stated previously.

Special pick-ups may be requested by customers and picked-up by the Contractor with the Contractor charging pre-arranged compensation by the customer for said service.

V. SPECIFICATIONS

A. PURPOSE

The purpose of this contract is to effect the removal of all garbage, trash, refuse, rubbish, and other disposal items (solid waste) from the residences (single-four family) and City-owned buildings in the City of Franklin and to dispose of same. Included therein, but not limited by, is the below list of items:

1. Bagged, tied or sealed garbage.
2. Small appliances (toasters, coffee makers, etc.).

3. Small furniture (3' x 5' or smaller).
4. Small amounts of stone, rubble, earth, and sod – in containers.
5. Small auto parts if in containers (mufflers, etc.) other than within cardboard boxes.
6. Minor construction debris – limit one 32-gallon container or equivalent.
7. Non-recyclable plastic and foam materials.

The following items need not be picked up:

1. Large amounts of stone, concrete, rubble, earth or sod.
2. Large furniture.
3. Containers over 4032 gallons and/or over 80 pounds.
4. Large appliances (washers, dryers, etc.).
5. Construction debris except as noted in #6 above.
6. Large auto parts (engine blocks, heads, fenders).
7. Toxic or hazardous waste.
8. Motor oil.
9. Grass clippings.
10. Brush & leaves.
11. All recyclable materials.
12. Automobile Batteries
13. Tires
14. Electronics including TV's, computers, DVD players, etc.

#### B. MIXED REFUSE

The Contractor has the right to refuse to pick up refuse if it contains recyclable material. In such cases the contractor shall notify the generator by affixing a notice to the material container and shall notify the City of Franklin on a monthly basis of the addresses involved.

#### C. CONTAINERS

All refuse placed in containers of not more than 4032 gallons capacity shall be picked up. No containers weighing more than 80 pounds need be picked up. Containers shall have tapered sides for easy removal. Large cardboard-type containers are not acceptable. Contractor shall instruct employees to return all containers to point on the edge of the drive in a uniform set-back from the pavement in an orderly manner and in an upright condition with cover placed on top. All containers shall be returned to the cart if carts are provided by the residents. Bidders are alerted that more than one type of container may already be owned by various condominium associations and the Contractor will be responsible for emptying the containers presently in use regardless of type. Some condominiums may choose to have individual unit containers (garbage cans).

#### D. TIME AND LOCATION OF PICKUP

The aforementioned refuse shall be removed by the Contractor at regular intervals by calling at each place of residence once a week. All pickups shall be on a regularly scheduled basis with each unit being served on the same day of each week and approximately the same time of day unless adjustments in the schedule are approved by the City Engineer or his authorized representative. All pickups shall be between the hours of 7:00 a.m. and 6:00 p.m. All refuse shall be picked up at the driveway entrance within five (5) feet of the curb line or edge of street or road. The contractor shall make every effort possible to provide collection in inclement weather. If for safety purposes collection is canceled, immediate notice shall be emailed to the elected officials, DPW secretary, Director of Public Works and the news media. If collection is canceled the pickups that were canceled shall be the very first collected the following business day.

#### E. MAP

Within thirty (30) days of the award of the contract, the successful bidder shall provide the City with a route schedule map complete with days of pickup clearly marked. No change in this map will be permitted without written City approval.

F. COMPLAINTS

Complaints on pickups shall be handled as follows:

The Contractor shall handle all complaints for missed pick-up on the day the complaints are received as long as the pick-up is still in process. If the pick-up for the day has been completed the missed pick-up shall be handled at the beginning of the next work day.

The Contractor shall provide the City staff a contact telephone number or numbers of a foreman, superintendent or other satisfactory representative that has authority to order the crew to go back for a missed pick-up. Said contact person shall be available Monday through Saturday to respond to missed pick-ups (Note: Saturdays if pick-up extends into Sunday).

City staff will call in missed pick-ups as they are received Monday through Saturday. The Contractor may be called directly by the customer and, if so, the Contractor shall keep a log of the date and time of the complaint and how the complaint was resolved. On a weekly basis the log shall be transmitted to the City. During all times of trash and recyclables collection, there shall be a satisfactory contractor representative readily available to answer calls directly from a customer or the City.

It is expected as part of this contract that complaints, determined by City staff to require action and thus received by the Contractor, will be handled on the day the complaint is called in if called in prior to the Contractor's completion of the day's pick-up or if after the completion of the day's pick-up, picked up the following day. The Contractor will be charged \$50.00 each day for each missed pick-up (an individual address constitutes a missed pick-up and possibly fine) if not handled within the prescribed time period.

G. BASIS FOR PAYMENT

1. Single, Two-Family and Multi-Family Units (Condominiums & 3 and 4 Family Apts)

Single, two-family and multi-family residential payments shall be made on the basis of a unit cost per residence, the number of residences to be determined by the number of residences as of January 1, 2013, and adjusted at six month intervals according to the number of occupancy permits issued by the City.

2. Combined Commercial & Residential Units

In instances where there is a single family residence in combination with a commercial or business establishment, pickup from the residence shall be limited to not more than the equivalent of three 32 gallon garbage cans per week. For needs exceeding that noted above, arrangements are to be made with the individual concerned for private disposal service.

3. Reimbursement for Disposal Tipping Fees and Ground Water Fees

Reimbursement for rubbish, solid waste disposal tipping fees shall be made to the contractor on a monthly basis according to the following formula:

Reimbursement for solid waste tipping fees shall be made by the City to the Contractor on a monthly basis, based upon the actual amount paid by the Contractor to the Metro Landfill, or to such other landfill as may be permitted following any negotiated agreement therefore as set forth under Article III, above, for tipping fees.

VI. BRUSH AND LEAF PICK-UP

The Contractor shall indicate below the cost to provide three (3) times a year brush and leaf pick-up and disposal.

All brush shall be cut into five-foot maximum lengths and placed in neat, orderly piles at the curb or edge of road. The collection shall be limited to five cubic yards per residence per pick-up. No branches or logs over six inches in diameter need be collected.

The leaves shall be placed in plastic bags and placed at the curb or edge of road. There shall be no limit on the amount of leaves bagged for pick-up. Brush and leaf collection sequence shall follow the daily garbage collection routes.

The anticipated collection times for the brush and leaf pick-ups are once in the spring and twice in the fall. The specific week of each pick-up will be determined by the City Engineer.

The Contractor shall provide, at its own expense, a suitable disposal site(s) for the brush and leaves collected. All sites shall comply with all local, state and federal laws, rules, ordinances, regulations and orders.

The Contractor shall call Public Works with addresses where brush pile or leaves will not be picked up due to non-compliance, and the specific reason for non-compliance.

#### FIVE (5) YEAR CONTRACT

##### SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS

- a. Single-Family and Two-Family  
January 1, 2013 – December 31, 2013  
Estimated 8,987 residences @ \$ 4.96  
Per residence for year = Total \$ 44,575.52
- b. Multi-Family (Condominiums)  
January 1, 2013 – December 31, 2013  
Estimated 2,093 residences @ \$ 3.31  
Per residence per year = Total \$ 6,927.83

Total a and b = \$ 51,503.35

#### VII. RESIDENTIAL CURBSIDE RECYCLING AND PROCESSING

- A. In addition to the collection and disposal of household refuse, the Contractor shall collect at curbside and provide the processing for the following recyclable materials:

- 1. Clear, brown and green glass
- 2. Tin cans
- 3. Newspaper and mixed residential paper
- 4. Aluminum
- 5. Plastic containers #'s 1--7
- 6. Magazines
- 7. Cardboard

- B. Recyclables will be placed at curbside in 48 or 96-gallon plastic carts as determined by the City of Franklin. All material must be contained in the cart. The Contractor shall initially provide each residential unit with one cart for recycling and pick-up and return to the City. The City shall provide a form for each resident in the October 2012 Newsletter where they can select the 48 gallon cart. A 96 gallon cart will be delivered to all homes that did not select the 48 gallon cart. After 30 days of use the carts can be exchanged for either a smaller or larger cart. If the property owner requests, the 96 gallon plastic cart will be replaced by a 48 gallon plastic cart. The Contractor will deliver the carts to new units after notification of occupancy by the City. All carts are the property of the homeowner for the duration of this agreement and must stay with the home. At the end of the agreement the Contractor will take ownership of the carts and remove each cart from the resident's property. The homeowner is responsible for keeping the carts clean. The homeowner is responsible for damage, other than normal wear, such as melting from fire or hot ashes, cuts from a saw, or other avoidable damage. In the event the homeowner is responsible for a lost or damaged cart(s), the replacement cost of \$60 for the 48/96 cart will be billed directly to the homeowner by the Contractor. The Contractor is responsible for normal wear to the cart, wheels or lid and will repair or replace the cart in a timely manner after the homeowner informs the Contractor of the problem. The Contractor is responsible for damage caused from snow plows or passing vehicles. The carts

shall be placed upon the driveway entrance within five (5) feet of the curb line or edge of street or road.

- C. Additions and Deletions: The City of Franklin reserves the right to add or delete recyclable items in accordance with state and federal law and to add or delete them from the collection service provided under this contract. No additional payment shall be made for said additions or deletions. Written notice shall be provided to the contractor of such additions or deletions and to the service recipients by the City of Franklin.
- D. Upon collection, all recyclables will become the property of the Contractor and all revenues received from the proper sale and processing of said recyclables shall be retained by the Contractor. No recyclables shall be disposed of in a landfill or similar disposal site or in any illegal manner.

#### FIVE (5) YEAR CONTRACT

##### SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS

January 1, 2013 – December 31, 2013

Estimated 11,080 residences @ \$30.60

Per residence for year = Total \$339,048.00

#### VIII. COLLECTION OF BIOHAZARD CONTAINERS

"Contractor shall provide for collection and disposal of biohazards on a monthly basis by the pick-up of biohazard containers from the Franklin Health Department and the Police Department on a quarterly basis and transporting such containers to a DNR approved Destination Facility. Contractor shall provide for Franklin Health Department and Police Department a Certificate of Destruction, as required by the DNR, for each pick-up. One 7-cubic-foot containers will be available for a monthly pick-up with dates of those pick-ups agreed upon by Franklin Health Department staff and the transporter and one 7-cubic foot container will be available for a quarterly pick-up with dates of these pick-ups agreed upon by the Police Department staff and the transporter. The biohazard container may not be completely full at the time of the pick-up."

#### FIVE (5) YEAR CONTRACT 2013 THROUGH 2017

Yearly cost for pick-up and disposal of each biohazard container:

16 containers per year @ \$ 120 = \$ 1,920

#### IX. RECYCLING DROP-OFF CENTER

Contractor shall furnish the following roll-off containers for placement at the City of Franklin Department of Public Works yard, 7979 W. Ryan Road, for the duration of the contract (or such alternate site within the City of Franklin as determined by the City):

##### SIX – 6 CUBIC YARD CONTAINERS WITH LIDS FOR SINGLE STREAM RECYCLING

Contractor shall empty as needed up to 3 times per week.

##### \*ONE – 44 CUBIC YARD OPEN TOP CONTAINER FOR SCRAP STEEL

~~\*Please Note: Contractor shall empty scrap steel at City determined location with proceeds going to the City.~~

The Contractor shall, as necessary, empty the containers listed above on a regular basis to avoid overflow and market the recyclable materials. The proceeds shall be retained by the Contractor except as noted for scrap steel. Materials are to be recycled and may not be disposed of in a landfill or in any other illegal manner. If City reduces or closes the recycling center the costs shall be pro-rated to actual number of units.

#### COST TO EMPTY CONTAINERS NOTED ABOVE:

Yearly costs to empty containers noted above and dispose of recyclables:

#### FIVE (5) YEAR CONTRACT 2013 THROUGH 2017

January 1, 2013 – December 31, 2013 – 30 cubic yard scrap containers per year @ \$ 140 = \$ 560

SIX (6) cubic yard recycling containers per year @ \$1,952 = \$11,712

Total Containers: \$12,272

X. REPORTING REQUIREMENTS

The Contractor is required to maintain records and report in writing to the City of Franklin at least semi-annually (July 15 for current year and January 15 for previous year). Reports shall include: the amount of recyclables collected and transported from the municipality (in tons); the amount of recyclables processed and/or marketed by item type from the municipality; gross revenues received by the Contractor from its sales of recyclables collected under the agreement by item type; and the final disposal location of recyclable material. The determination of these various volumes and/or weights of recyclable materials may be done using the State of Wisconsin Department of Natural Resources "Guidance for Determining Weights and/or Volumes of Recyclable Materials". Draft Revision 6 or as revised. Failure to report shall be cause for the municipality to revoke any license or terminate any contract with the Contractor. The City shall have the right to inspect all records of Contractor pertaining to required report subject to and including records from any disposal site or processing facility operator utilized by the Contractor.

The City of Franklin reserves the right to accept or reject any or all bids, options, proposals or portions thereof as may be deemed to be in the best interest of and most advantageous to the City of Franklin.

XI. SUMMARY OF COSTS AND ANNUAL RATE ADJUSTMENTS:

Total of all costs for the first year of the five (5) year contract:

1. Weekly refuse collection IV	\$ 635,216.40
2. Brush and leaf pick-up VI, A and B	\$ 51,503.35
3. Recycling collection and disposal VII	\$ 339,048.00
4. Biohazard collection VIII	\$ 1,920.00
5. Recycling drop-off containers IX	\$ 12,272.00
First year total	\$ 1,039,959.75

The rates for all services to be provided under this Contract as set forth in Paragraphs, IV, VI, VII, VIII, and IX above, shall be adjusted annually for the years 2014 through 2017, by an increase in the Bureau of Labor Statistics - Consumer Price Index - All Urban Consumers, not seasonally adjusted, US City average, all items with base period 1982-84=100. Contractor may request a specified rate increase for the next calendar year due to increased labor and/or fuel costs, to apply in addition to any increase in the Consumer Price Index, provided such request is made in writing and delivered to the office of the City Engineer on or before July 1 of the year immediately preceding the calendar year for which the potential further rate increase is requested. The Common Council may accept such proposal in writing delivered to the Contractor on or before September 1; in the alternative, following the receipt of such a rate increase request from the Contractor, the Common Council may determine to request proposals for such services for the next calendar year from all or other or another vendor(s) and upon award thereof, this Contract shall terminate upon the December 31 immediately thereafter.

XII. CONTRACT SECURITY

The Contractor shall furnish a surety bond or bonds in the amount equal to 25% value of the base contract excluding the bid amount for brush and leaf pickup A, B, and C for the period January 1, 2013 to December 31, 2013, as security for the faithful performance of the contract and for payment for all persons performing labor and furnishing material in connection with this contract. This bond shall be renewed on a yearly basis in amounts equal to the base contract value for the year of renewal.

XIV. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this subsection and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his sub-contract until all similar insurance required of the subcontractor has been approved.

#### Workmen's Compensation Insurance

The Contractor shall take out and maintain during the life of this contract and before any work is commenced, Workmen's Compensation Insurance for all of his employees employed on the project, and in case any work is sublet, the contractor shall require the sub-contractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In any case any class of employees engaged in work under this contract at the site of the project is not protected under the Worker's Compensation Statute; the Contractor shall provide Employer's Liability Insurance for the protection of his employees not protected by the Worker's Compensation Statute.

#### Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him, any sub-contractor and the City during the performance of work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operation under this contract, whether such operations be by itself or by any sub-contractor or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the City and the amounts of such insurance shall be as required by law and set forth herein.

If the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the work of the Contractor or its sub-contractors or employees, in their performance of the contract or from its or their failure to comply with any of the provisions of this contract or of law, the Contractor shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subject or which it may suffer or incur by reason thereof.

In addition to, and not to the exclusion or prejudice of, any provisions of this contract or documents incorporated herein by reference, the Contractor shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, attorneys' fees and the like to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in the course of, out of, or as a result of the negligent performance of the contract or the violation of any law or ordinance, the infringement of any patent, trademark trade name or copyright.

The Contractor shall not commence work on this contract until he has obtained all insurances required under this paragraph and has filed certificates thereof with the City:

1. **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE** - Coverage shall protect the Contractor and any sub-contractor during the performance of work covered by this contract from claims for damages for personal injury, including accidental death as well as claims for property damages, which may arise from operation under this contract whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them in such manner as to impose liability on the City and the amounts of such insurance shall be subject to the following limits:

Bodily Injury	\$1,000,000 per Person
	\$1,000,000 per Occurrence
	\$1,000,000 Aggregate
<hr/>	
Property Damage	\$ 500,000 per Occurrence
	\$ 500,000 Aggregate

2. **COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE** - Operation of owned, hired and non-owned motor vehicles,

Body Injury	\$1,000,000 per Person
	\$1,000,000 per Occurrence
Property Damage	\$ 500,000 per Occurrence

The Contractor shall file a certificate of insurance containing a thirty (30) day prior notice of cancellation, in form and content acceptable to the City.

**XV. PROOF OF CARRYING INSURANCE**

The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required with a reliable company or companies with an A.M. Best rating of A- or better, before commencing any work. Such proof shall consist of a certificate executed by the respective insurance companies and filed with the City. The Contractor shall also submit the original insurance policies for inspection and approval of the City before work is commenced. Said insurance shall not thereafter be canceled, permitted to expire or be changed without notice of thirty (30) days in advance to the City and consented to by the City.

**XVI. PERMITS AND COMPLIANCE WITH LAWS**

The Contractor shall procure and pay for all permits, licenses and bonds necessary for the prosecution of the work required by Municipal, State and Federal regulations and laws, unless specifically provided otherwise in the contract specifications.

The Contractor shall give all notices, pay all fees and comply with all Federal, State and Municipal Laws, ordinances, rules and regulations and codes bearing on the conduct of the work. This contract as to all matters not particularly referred to and defined herein, shall notwithstanding, be subject to the provisions of all pertinent ordinances of the municipality within whose limits the work is performed, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

**XVII. SUB-CONTRACTS**

The Contractor shall not subcontract any of the Contractor's obligations under this contract without the written consent of the City.

The Contractor agrees to be fully responsible to the City for the acts or omissions of his sub-contractors and of anyone employed directly or indirectly by him or them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor.

Nothing contained in the contract documents shall create any contractual relationship between any sub-contractor and the City.

The Contractor agrees to bind every sub-contractor (and every sub-contractor of a sub-contractor) by the terms of this Contract as far as applicable to his work, unless specifically noted to the contrary in a sub-contract in writing as adequate by the City.

**XVIII. ASSIGNMENT OF CONTRACT**

No assignment by the Contractor of any principal contract or any part thereof or the funds to be received thereunder by the Contractor, will be recognized unless such assignments has had written approval of the City and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the City shall not relieve the Contractor of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

*"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."*

Assignment for the purposes of this contract shall also mean sale of the Contractor's business to other than its current principal owners and/or stockholders.



**XIX. SUPERINTENDENCE**

The Contractor shall give his personal superintendence to the work or have available at all times, a competent foreman, superintendent or other representative satisfactory to the City and having authority to act for the Contractor. The superintendent shall have a cell phone where he or she can be reached during normal working hours Monday through Saturday.

Insofar as it is practicable and excepting in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been accepted to represent the Contractor shall so act, and shall follow without delay instructions of the Engineer in the prosecution of the work in conformity with the Contract.

**XX. USE OF JOB SITE**

The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinances, permits or direction by the City shall not encumber the premises with his materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

**XXI. USE OF PRIVATE LAND**

The Contractor shall not use any vacant lot or private land within the City of Franklin as a spoil site without written authorization of the owner of the land (or his agent) and approval by the City. A copy of the authorization shall be filed with the owner for his approval.

**XXII. LABOR**

The Contractor shall employ none but competent and skilled workmen and foremen in the conduct of work on this contract. The City shall have the authority to order the removal of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of its City Engineer or inspector relating to the carrying out of the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, elusive, threatening or disorderly in his conduct and any such person shall not again be employed on this project.

**XXIII. DAMAGE**

The Contractor will be responsible for any and all damage to property, public or private, that may be caused by its operations in the performance of this contract, and the contractor shall defend any suit that may be brought against itself or the City on account of damage inflicted by his operations and shall pay any judgments awarded to cover such damage. The Contractor shall defend any claims, hold the City harmless from any liability, and indemnify the City for any loss arising out of or occasioned by the Contractor's performance of this contract.

**XXIV. PAYMENTS**

The Contractor may submit periodically, but not more than once each month, a request for payment for work done. The Contractor shall furnish the City Administrator/Clerk all reasonable facilities required from any liability, and indemnify the City for any loss arising out of or occasioned by the Contractor's performance of this contract.

**XXV. DEDUCTION FOR UNCORRECTED WORK**

If the City deems it expedient to accept work not done in accordance with the contract, an equitable adjustment will be made with proper deduction from the contract price for unsatisfactory work. Unsatisfactory work shall include but not be limited to:

- A. Failure of the Contractor to make the necessary collections.
- B. Failure of the Contractor to respond to complaints to the satisfaction of the owner.
- C. Failure of the Contractor to follow-up on "missed" pickups.

- D. Failure of the Contractor to make pickups on the scheduled day.
- E. Failure of the Contractor to properly process recyclables.
- F. Failure of the Contractor to immediately and properly clean up liquid spills from compacted garbage or fluid spills (i.e. hydraulic oil, diesel fuel, antifreeze) due to break down of equipment.

Claims for damage filed against the Contractor by the City shall be handled expeditiously by the contractor. If he fails to do so, the City maintains the right to withhold funds from the contractor and pay claims if the City feels the claims are warranted and justified.

#### **XXVI. TERMINATION OF CONTRACT**

The Franklin City Council may terminate this contract at any time upon the proper showing that the services of the Contractor are not satisfactory, or upon failure of the Contractor to adhere to this contract. The action of the City Council shall be conclusively presumed to be based upon facts supporting said action and shall be binding upon the parties hereto.

#### **XXVII. CITY'S RIGHT TO DO WORK**

Contractor shall have sufficient equipment and manpower available to continue regular pickups in case of breakdown of equipment, resignation of men or inclement weather.

If the Contractor neglects to prosecute the work to be performed on this contract, the City, after three days written notice to the Contractor and his surety, may without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

IN WITNESS WHEREOF, the said CONTRACTOR has caused this instrument to be executed, in the case of an individual by personal signature, in the case of a partnership by the signatures of the members thereof, in the case of a cooperative or a corporation by the proper officers thereof, and the said CITY has caused it to be executed by its Mayor and countersigned by its City Clerk upon authority duly given therefore.

IN PRESENCE OF:

Brent Fildner  
Ernie Mack

Ric Jantz (SEAL)  
PRESIDENT (SEAL)  
Dan Jantz  
SECRETARY (SEAL)

CITY OF FRANKLIN

Thomas M. Taylor  
MAYOR, THOMAS M. TAYLOR

COUNTERSIGNED:

Sandra L. Wesolowski  
CITY CLERK, SANDRA L. WESOLOWSKI

COUNTERSIGNED:

Provisions have been made to pay the liability that will accrue under this contract.

Cal Patterson  
DIRECTOR OF FINANCE & TREASURER,  
CAL PATTERSON

APPROVED AS TO FORM:

Jesse Wesolowski  
CITY ATTORNEY, JESSE WESOLOWSKI



NOTE: When executed by an individual or partnership, signature should be under seal and witnessed by two persons. When executed by corporation or cooperative, contract should be signed by President and Secretary thereof and corporate seal affixed.

