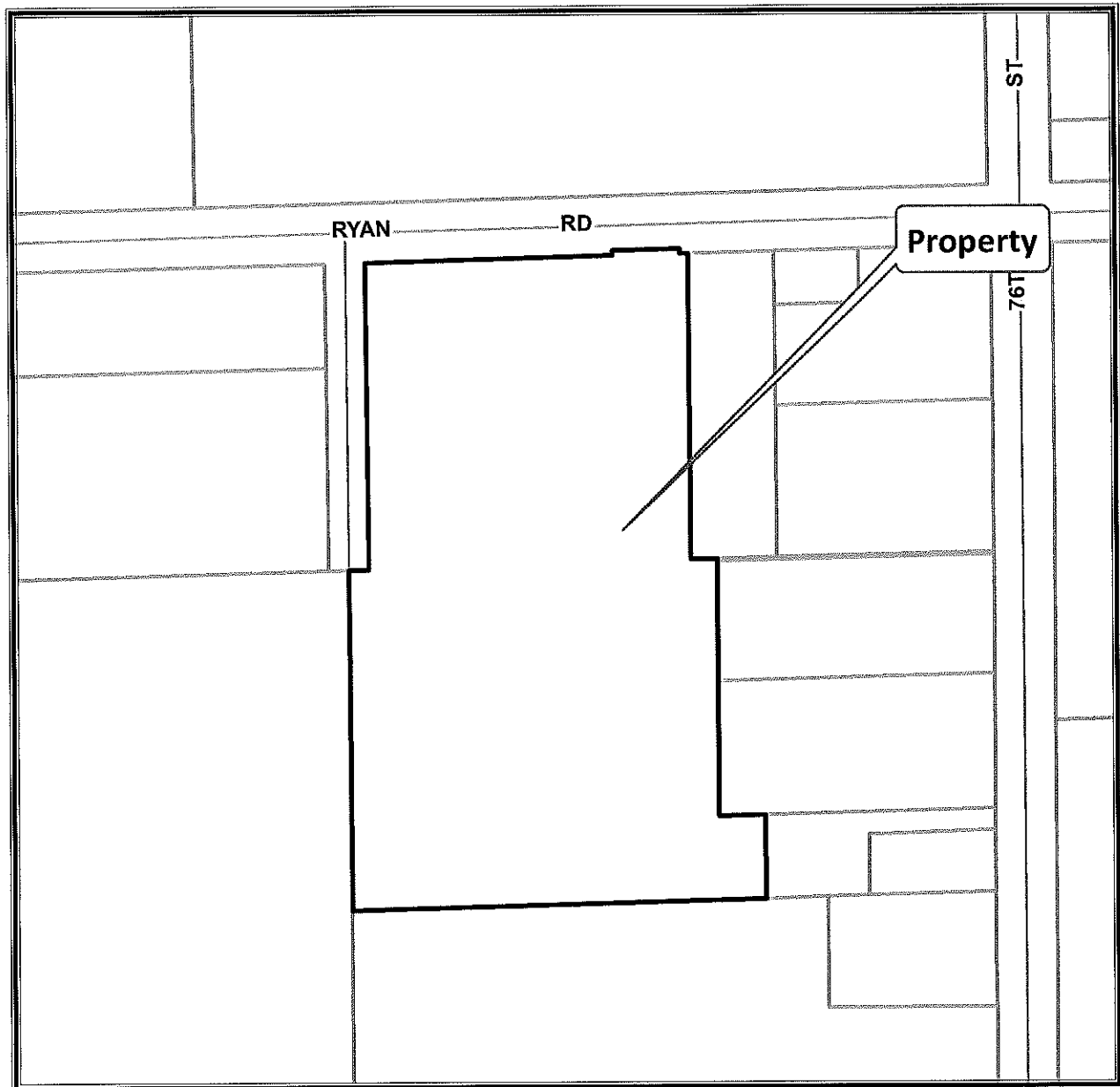


<b>APPROVAL</b> <i>Shw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> 02/19/19
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE TO TEMPORARILY RELOCATE THE VILLAGE OF HALES CORNERS DEPARTMENT OF PUBLIC WORKS EQUIPMENT AND EMPLOYEES TO THE SITE OF THE CITY OF FRANKLIN DEPARTMENT OF PUBLIC WORKS FACILITY LOCATED AT 7979 WEST RYAN ROAD (MICHAEL J. MARTIN, DIRECTOR OF PUBLIC WORKS FOR THE VILLAGE OF HALES CORNERS, APPLICANT)</b>	<b>ITEM NUMBER</b> <i>G. 10.</i>
<p>At the February 7, 2019 meeting of the Plan Commission the following action was approved: a motion to recommend approval of a resolution imposing conditions and restrictions for the approval of a Special Use to temporarily relocate the Village of Hales Corners Department of Public Works equipment and employees to the site of the City of Franklin Department of Public Works facility located at 7979 West Ryan Road.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to adopt Resolution No. 2019-_____, a resolution imposing conditions and restrictions for the approval of a Special Use to temporarily relocate the Village of Hales Corners Department of Public Works equipment and employees to the site of the City of Franklin Department of Public Works facility located at 7979 West Ryan Road (Michael J. Martin, Director of Public Works for the Village of Hales Corners, Applicant).</p>		



7979 W. Ryan Road  
TKN: 896 9990 001



Planning Department  
(414) 425-4024

0 190 380 760 Feet



2017 Aerial Photo

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

## RESOLUTION NO. 2019-\_\_\_\_\_

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS  
FOR THE APPROVAL OF A SPECIAL USE TO TEMPORARILY RELOCATE THE  
VILLAGE OF HALES CORNERS DEPARTMENT OF PUBLIC WORKS EQUIPMENT  
AND EMPLOYEES TO THE SITE OF THE CITY OF FRANKLIN DEPARTMENT OF  
PUBLIC WORKS FACILITY LOCATED AT 7979 WEST RYAN ROAD  
(MICHAEL J. MARTIN, DIRECTOR OF PUBLIC WORKS FOR THE VILLAGE OF  
HALES CORNERS, APPLICANT)

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WHEREAS, Michael J. Martin, Director of Public Works for the Village of Hales Corners, having petitioned the City of Franklin for the approval of a Special Use within an I-1 Institutional District, to temporarily relocate the Village of Hales Corners Department of Public Works equipment and employees to the site of the City of Franklin Department of Public Works facility located at 7979 West Ryan Road [the request involves the indoor uses of vehicle repair, office(s), desk(s), breakroom, etc. and outdoor storage of equipment, parts, tools, portable storage containers, vehicles, trailers, etc. (including the overnight parking of vehicles over 8,000 pounds rated Gross Vehicle Weight) and minor repair and maintenance of such equipment and vehicles (projected need of the City of Franklin site through April 26, 2020)], property bearing Tax Key No. 896-9990-001, more particularly described as follows:

## CERTIFIED SURVEY MAP NO. 6114

BEING A REDIVISION OF OUTLOT A OF CERTIFIED SURVEY MAP NO. 5844 AND LANDS LYING IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, bounded and described as follows:

Commencing at the Northeast corner of said 1/4 section; thence S 88°32'48" W along the North line of said 1/4 section 1328.69 feet to the Northwest corner of the East 1/2 of said 1/4 section; thence S 00°22'22" E along the West line of the East 1/2 of said 1/4 section 60.01 feet to the point of beginning of the lands to be described, said point also being on the South right-of-way line of W. Ryan Road (S.T.H. "100"); thence continuing S00° 22'22" E along said West line 1266.56 feet to the Southwesterly most corner of Outlot A of Certified Survey Map No. 5844; thence N 88°31'50"E along the South line of said Outlot A 811.91 feet to the Southeasterly most corner of Said Outlot A; thence N 00°15'12" W parallel with the East line of said 1/4 Section 162.00 feet to the South line of Parcel 1 of said Certified Survey map; thence S 88°31'50" W 87.68 feet along the South line of said Parcel 1 to the Southwest corner of said Parcel 1; thence N 00°15'12" W 266.20 feet along the West line of Said Parcel 1 to the Northwest corner of said Parcel 1;

MICHAEL J. MARTIN, DIRECTOR OF PUBLIC WORKS FOR THE VILLAGE OF  
HALES CORNERS – SPECIAL USE  
RESOLUTION NO. 2019-\_\_\_\_\_  
Page 2

thence S 88°32'26" W 0.42 foot; thence N 00°15'12" W 238.21 feet to a point on the South line of Parcel 1 of Certified Survey Map No. 4750; thence S 88°32'48" W 54.37 feet along the South line of said Parcel 1 to the Southwest corner of said Parcel 1; thence N 00°15'12" W 600.00 feet along the West line of said Parcel 1 to the Northwest corner of said Parcel 1 and a point on the South right-of-way line of W. Ryan Road (S.T.H. "100"); thence S 88°32'48" W along a line 60.00 feet South of, as measured normal to and parallel with the North line of said 1/4 Section 16.50 feet; thence N 00°15'12" W 10.00 feet; thence S 88°32'48" W along a line 50.00 feet South of, as measured normal to and parallel with the North line of said 1/4 Section 132.00 feet; thence S 00°15'12" E 10.00 feet; thence S 88°32'48" W 523.57 feet to the point of beginning; and

WHEREAS, such petition having been duly referred to the Plan Commission of the City of Franklin for a public hearing, pursuant to the requirements of §15-9.0103D. of the Unified Development Ordinance, and a public hearing having been held before the Plan Commission on the 7th day of February, 2019, and the Plan Commission thereafter having determined to recommend that the proposed Special Use be approved, subject to certain conditions, and the Plan Commission further finding that the proposed Special Use upon such conditions, pursuant to §15-3.0701 of the Unified Development Ordinance, will be in harmony with the purposes of the Unified Development Ordinance and the Comprehensive Master Plan; that it will not have an undue adverse impact upon adjoining property; that it will not interfere with the development of neighboring property; that it will be served adequately by essential public facilities and services; that it will not cause undue traffic congestion; and that it will not result in damage to property of significant importance to nature, history or the like; and

WHEREAS, the Common Council having received such Plan Commission recommendation and also having found that the proposed Special Use, subject to conditions, meets the standards set forth under §15-3.0701 of the Unified Development Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Michael J. Martin, Director of Public Works for the Village of Hales Corners, for the approval of a Special Use for the property particularly described in the preamble to this Resolution, be and the same is hereby approved, subject to the following conditions and restrictions:

1. That this Special Use is approved only for the use of the subject property by Michael J. Martin, Director of Public Works for the Village of Hales Corners, successors and assigns, as a temporary relocation of the Village of Hales Corners Department of Public Works equipment and employees to the site of the City of Franklin Department

MICHAEL J. MARTIN, DIRECTOR OF PUBLIC WORKS FOR THE VILLAGE OF  
HALES CORNERS – SPECIAL USE  
RESOLUTION NO. 2019-\_\_\_\_\_

Page 3

of Public Works facility use, which shall be developed in substantial compliance with, and operated and maintained by Michael J. Martin, Director of Public Works for the Village of Hales Corners, pursuant to those plans City file-stamped January 11, 2019 and annexed hereto and incorporated herein as Exhibit A.

2. Michael J. Martin, Director of Public Works for the Village of Hales Corners, successors and assigns, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, for the temporary relocation of the Village of Hales Corners Department of Public Works equipment and employees to the site of the City of Franklin Department of Public Works facility, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
3. The approval granted hereunder is conditional upon Michael J. Martin, Director of Public Works for the Village of Hales Corners and the temporary relocation of the Village of Hales Corners Department of Public Works equipment and employees to the site of the City of Franklin Department of Public Works facility use for the property located at 7979 West Ryan Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.

BE IT FURTHER RESOLVED, that in the event Michael J. Martin, Director of Public Works for the Village of Hales Corners, successors or assigns, or any owner of the subject property, does not comply with one or any of the conditions and restrictions of this Special Use Resolution, following a ten (10) day notice to cure, and failure to comply within such time period, the Common Council, upon notice and hearing, may revoke the Special Use permission granted under this Resolution.

BE IT FURTHER RESOLVED, that any violation of any term, condition or restriction of this Resolution is hereby deemed to be, and therefore shall be, a violation of the Unified Development Ordinance, and pursuant to §15-9.0502 thereof and §1-19. of the Municipal Code, the penalty for such violation shall be a forfeiture of no more than \$2,500.00, or such other maximum amount and together with such other costs and terms as may be specified therein from time to time. Each day that such violation continues shall be a separate violation. Failure of the City to enforce any such violation shall not be a waiver of

MICHAEL J. MARTIN, DIRECTOR OF PUBLIC WORKS FOR THE VILLAGE OF  
HALES CORNERS – SPECIAL USE  
RESOLUTION NO. 2019-\_\_\_\_\_  
Page 4

that or any other violation.

BE IT FURTHER RESOLVED, that this Resolution shall be construed to be such Special Use Permit as is contemplated by §15-9.0103 of the Unified Development Ordinance.

BE IT FURTHER RESOLVED, pursuant to §15-9.0103G. of the Unified Development Ordinance, that the Special Use permission granted under this Resolution shall be null and void upon the expiration of one year from the date of adoption of this Resolution, unless the Special Use has been established by way of the issuance of an occupancy permit for such use.

BE IT FINALLY RESOLVED, that the City Clerk be and is hereby directed to obtain the recording of a certified copy of this Resolution in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

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

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

APPROVED:

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

ATTEST:

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

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

**CITY OF FRANKLIN****REPORT TO THE PLAN COMMISSION**

Meeting of February 7, 2019

**Special Use**


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**RECOMMENDATION:** Department of City Development staff recommends approval of the Special Use for the Village of Hales Corners to temporarily relocate their Department of Public Works equipment and employees to the City of Franklin Department of Public Works facility located at 7979 West Ryan Road, subject to the conditions of approval in the attached draft resolution.

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<b>Project Name:</b>	Village of Hales Corners DPW Special Use
<b>Project Address:</b>	7979 W. Ryan Road
<b>Property Owner:</b>	City of Franklin
<b>Applicant:</b>	Village of Hales Corners
<b>Agent:</b>	Michael J. Martin, Director of Public Works
<b>Current Zoning:</b>	I-1 Institutional District
<b>2025 Comprehensive Plan:</b>	Commercial
<b>Use of Surrounding Properties:</b>	Agricultural lands to the north; business and agricultural lands to the west; business and residential to the east; and recreational and agricultural lands to the south
<b>Applicant's Action Requested:</b>	Recommendation to the Common Council for approval of the Special Use Application.

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Please note:

- Staff recommendations are underlined, in italics, and are included within the draft resolution.
- Staff suggestions are only underlined and are not included in the draft resolution.

**INTRODUCTION:**

On January 11, 2019, Michael J. Martin filed a Special Use Application requesting approval for the Village of Hales Corners to temporarily relocate their Department of Public Works equipment and employees to the City of Franklin Department of Public Works (DPW) facility located at 7979 W. Ryan Road.

**PROJECT DESCRIPTION AND ANALYSIS:**

Specifically, the applicant is requesting special use approval to relocate the Village of Hales Corners Department of Public Works equipment and employees to the site of the City of

Franklin Department of Public Works facility located at 7979 West Ryan Road. The request involves the indoor uses of vehicle repair, office(s), desk(s), breakroom, etc. and outdoor storage of equipment, parts, tools, portable storage containers, vehicles, trailers, etc. (including the overnight parking of vehicles over 8,000 pounds rated Gross Vehicle Weight) and minor repair and maintenance of such equipment and vehicles. The proposed outdoor storage will be located within the southwest portion of the existing DPW storage yard.

An Intergovernmental Cooperation Agreement for this project will be forwarded to the Common Council for their review and approval.

**STAFF RECOMMENDATION:**

Department of City Development staff recommends approval of the Special Use for the Village of Hales Corners to temporarily relocate their Department of Public Works equipment and employees to the City of Franklin Department of Public Works facility located at 7979 West Ryan Road, subject to the conditions of approval in the attached draft resolution.



## Exhibit A

### Hales Corners DPW at Franklin DPW site- Written Project Summary

Page 1 of 1

The Village of Hales Corners is seeking a temporary relocation site for the Village of Hales Corners Department of Public Works (VOHC-DPW). In 2019, the existing VOHC-DPW building is scheduled for demolition in conjunction with the construction of a new facility located on the Village campus at 5635 South New Berlin Road. VOHC-DPW researched viable locations to occupy, on a long-term temporary basis, a facility from which VOHC-DPW can perform day-to-day operations. For various reasons, those other sites nearer to VOHC are not available.

The City of Franklin DPW facility at 7979 W. Ryan Road is a favorable site because of its compatible zoning, similar use, close proximity to Hales Corners, and ample outdoor storage/parking area. The VOHC-DPW staff consists of four (4) full-time employees, two (2) part-time employees, and two (2) seasonal employees. Full time employees include: one (1) Deputy Superintendent, one (1) Mechanic, and two (2) Laborer\Operators. VOHC-DPW's day-to-day operations are similar to Franklin DPW's operations including but not limited to: snow plowing, pot hole patching, drainage improvements, street sign maintenance, forestry, lawn care, and building maintenance. DPW business hours for both municipalities are Monday through Friday from 7:00 AM to 3:30 PM. Emergency and after hours response, while rare, do occur. VOHC-DPW is responsible for sewer backups, light pole knockdowns, and other weather-related emergencies.

VOHC-DPW proposes to use the Franklin DPW facility to warehouse equipment, parts, tools, vehicles, trailers, and other necessary ancillary items and materials as well as perform routine minor and preventative maintenance of municipal-owned vehicles and equipment. Attached please find an inventory of vehicles and equipment proposed to be parked or stored at this site. In addition, DPW intends to rent several PODS or similar rental containers for placement within the yard storage area. The containers would store items including but not limited to parts, tools, and ancillary materials. The yard area is proposed to be used for parking of vehicles, trailers, and large equipment as well small amounts of construction materials such as top soil, crushed stone, traffic bond, cold patch, culvert pipe, barricades, and other similar items. Locations for the trailer storage area and the equipment parking area are shown on the attached exhibit.

An inter-governmental cooperation agreement will be presented to the Franklin Common Council on January 22, 2019. VOHC-DPW would like to commence moving non-critical or seasonal items to the Franklin facility shortly thereafter. A gradual transition of equipment and operations to Franklin shall take place over the winter season with full and complete transition occurring just prior to the demolition of the existing VOHC-DPW facility, which is currently scheduled for March 25, 2019.

Occupation of the new VOHC-DPW facility is projected for November 22, 2019, and at that time; VOHC-DPW shall begin the transition back to VOHC-DPW. Due to the size of the department and uncertainty in the severity of the 2019-2020 winter, a target date of April 26, 2020, has been established for complete and full vacation of the Franklin DPW facility.

**Franklin**

**JAN 11 2019**

**City Development**

# VILLAGE OF HALES CORNERS

## DEPARTMENT OF PUBLIC WORKS

### Vehicle and Equipment Inventory

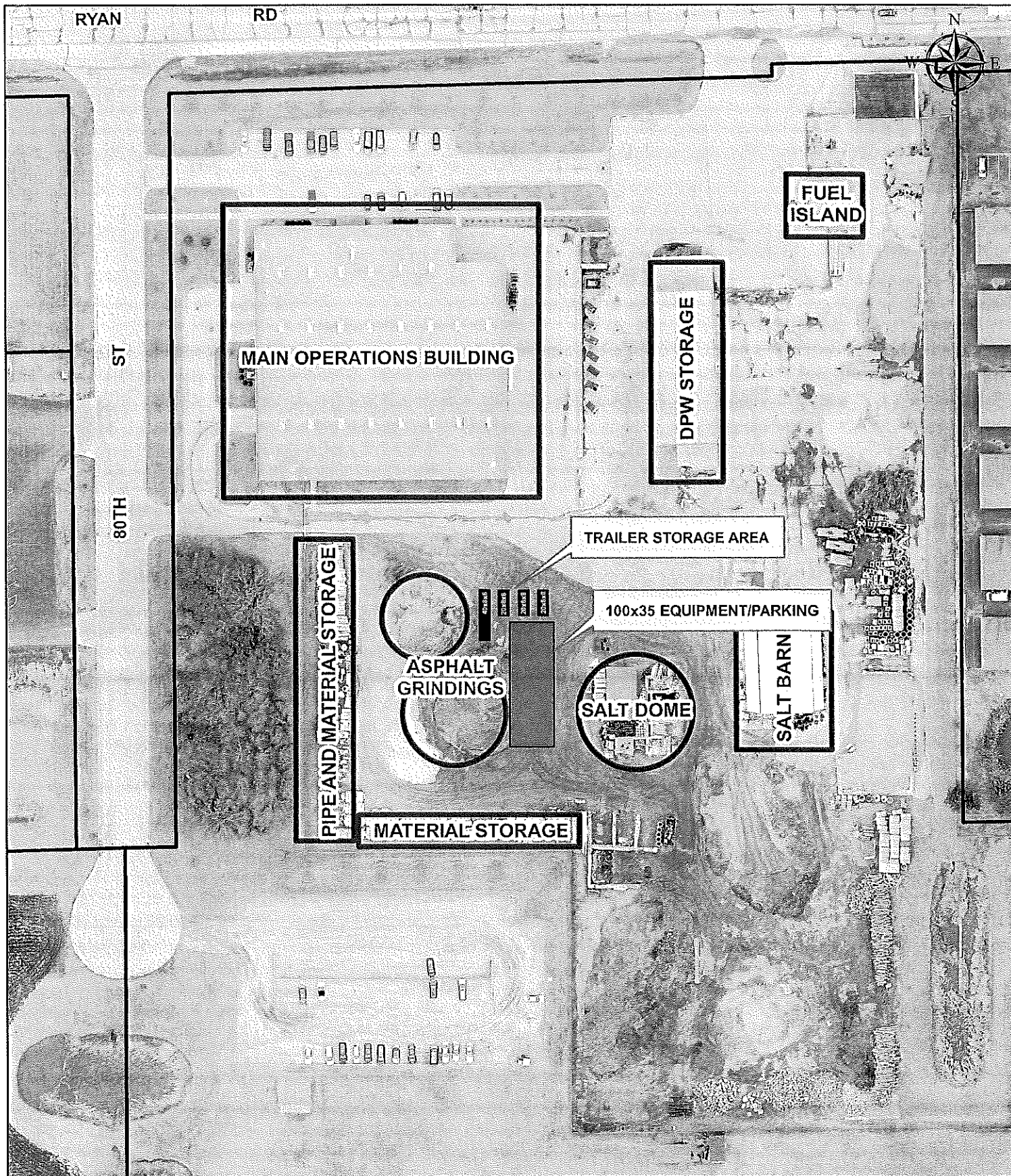
Equipment Description	Equip No.	Model No. Description
<b>Vehicles</b>		
Plow Truck	532	Freightliner MB-2
Wausau Plow	532	HSS3611H
Wausau Wing Plow	532	
Swenson Spreader	532	P, SADS
Plow Truck	533	International Workstar
Wausau Plow	533	HHS3611H
Wausau Wing Plow	533	PWSRHTE
Swenson Spreader	533	P, SBD-9
Plow Truck	537	International 7400SFA 4x2
Wausau Plow	537	
Wausau Wing Plow	537	PW9RHTE
Swenson Spreader	537	SADS-2
Mini-Dump Truck	536	Chevy HD 3500
4WD, 1-Ton Pick-up w/ Plow	535	Chevy Silverado 3500
2WD, 3/4-Ton, Pick-up		
2WD, Mini-Pick-up INSP	INSP-1	Chevy S-10
2WD, 3/4 Ton, Pick-up	538	Chevy 2500HD, Silverado
2WD, 1/2-Ton, Pick-up	534	Chevy Silverado 1500
<b>Heavy Equipment</b>		
4WD, Front End Loader		JD 444J
JRB Const. Bucket & Coupler		JRB
JRB 4 in 1 Bucket		JRB -Deere 444J W416JRBQC
Wausau Plow		HHS3611H
Mini-Excavator		Gehl 602
Tilting Ditching Bucket		Werk-Brau 602
24" Grapple Bucket		502195
Skidsteer		Bobcat 773-G

# VILLAGE OF HALES CORNERS

## DEPARTMENT OF PUBLIC WORKS

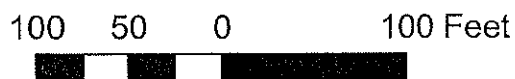
### Vehicle and Equipment Inventory

Equipment Description	Equip No.	Model No. Description
Bucket		
Pallet Forks		
Sweeper		
Angle Broom		Bobcat 68" Angle Broom
Snow Blower		Bobcat 2118x67 SB
Auger Drive		Bobcat 15C
Tractor		Ford 4630 - DA414C
Flail Mower		Kuhn TB 181
Rear Grader		Ford 782B
Zero-Turn Mower		Exmark LZZ27KC606
Zero-Turn Mower		Exmark LZZ27KC606
Vibratory Roller		Wacker RD11A
18,900 GVWR Trailer		Cronkhite 2960 - 18'
Asphalt Trailer - Heated		
<b>Misc. Equipment</b>		
Liner Stripper		Graco, Laser Line 3000
Trailer Mounted 4" Trash Pump		CH&E VH4D
4" Trash Pump		Wacker PTS4V
3" Trash Pump		Wacker PT3A
5000 W Port. Generator		Generac 09719-3
Vibratory Plate		Wacker VPA1350W
Arc Welder		Hobart TRU-250
Wire Welder		Millermatic 185
Laser Level		Trimble\Spectra Precision LL500
Automatic Level		Wild N2
Trailer Mounted Solar Arrowboard		Arrowmaster 25
Volt /Amp Tester		Sun VAT40
20 KVA Generator		Kohler 20RZ262



DEPARTMENT OF PUBLIC WORKS  
TRAILER STORAGE HCDPW

MAP DRAWN BY:  
BSD



Date: 1/4/2019

*§ 15-3.0701 General Standards for Special Uses.*

A. *General Standards. No special use permit shall be recommended or granted pursuant to this Ordinance unless the applicant shall establish the following:*

1. *Ordinance and Comprehensive Master Plan Purposes and Intent. The proposed use and development will be in harmony with the general and specific purposes for which this Ordinance was enacted and for which the regulations of the zoning district in question were established and with the general purpose and intent of the City of Franklin Comprehensive Master Plan or element thereof. **Special Use is consistent with current DPW operations (zoned I-1) and will cease before any zoning to future land use of Commercial. All storage containers and extra vehicles are DPW operations.***
2. *No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse or detrimental effect upon or endanger adjacent property, the character of the area, or the public health, safety, morals, comfort, and general welfare and not substantially diminish and impair property values within the community or neighborhood. **Hours and types of operations are expected to be identical to current DPW operations. The site has various stored materials such as mulch, aggregate, soils, etc and new storage would be enclosed containers. Parked vehicles would be mostly shielded by DPW buildings and are consistent with vehicles routinely seen on site.***
3. *No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable zoning district regulations. **Proposed use will not alter any impacts to neighboring properties because hours of operations, noises, etc are not expected to change. Storage containers and vehicles will not be out of character with existing site operations nor appearance.***
4. *Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities including public water supply system and sanitary sewer, police and fire protection, refuse disposal, public parks, libraries, schools, and other public facilities and utilities or the applicant will provide adequately for such facilities. **No new services are required for storage containers or vehicles. Hales Corners DPW Staff will utilize same facilities inside the Franklin DPW facility.***
5. *No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets. Adequate measures will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. **Access will be as currently shared with neighboring building materials store on S. 80<sup>th</sup> Street and access along STH 100. Additional congestion is not expected to be noticed.***
6. *No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. **Nothing will be demolished, relocated, nor altered to accommodate this request.***
7. *Compliance with Standards. The special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Common Council pursuant to the recommendations of the Plan Commission. The proposed use and development shall comply with all additional standards imposed on it by the particular provision of this Division and Ordinance authorizing such use. **This request is consistent***

**with I-1 requirements and will not be noticeable from current operations that are also in compliance with I-1 standards.**

- B. Special Standards for Specified Special Uses. When the zoning district regulations authorize a special use in a particular zoning district and that special use is indicated as having special standards, as set forth in § 15-3.0702 and 15-3.0703 of this Division, a Special Use Permit for such use in such zoning district shall not be recommended or granted unless the applicant shall establish compliance with all such special standards. No non-compliance issues are known.*
- C. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Common Council shall consider the following:*
- 1. Public Benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community. **Neighboring communities routinely share and cooperate in police, fire, DPW, and other operations. This is needed to facilitate a neighboring community to improve DPW operations that may one day be relied upon in the City of Franklin.***
  - 2. Alternative Locations. Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site. **Applicant tried to find other sites and one site was sold before the lease could be finalized. Another site within the City of Franklin is currently not in zoning compliance and a special use for DPW operations would be a challenge due to compatibility with neighboring properties.***
  - 3. Mitigation of Adverse Impacts. Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening. **As much as possible, storage of equipment will be enclosed and the storage of vehicles are screened with existing buildings and stored materials.***
  - 4. Establishment of Precedent of Incompatible Uses in the Surrounding Area. Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area. **Special Use is identical operations to current use and will set no precedents for other uses.***

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 02/19/2019
Reports & Recommendations	REQUEST TO REBID THE PAVILION IN PLEASANT VIEW PARK PROJECT 4901 W. EVERGREEN STREET (PROJECT 2018-7)	ITEM NO. <i>G111</i>

### **BACKGROUND**

At the September 18, 2018, meeting of the Common Council, the following action was approved: *motion to reject the single bid that was received for the Pleasant View Pavilion in Pleasant View Park, 4901 W. Evergreen Street (Project 2018-7) based on fiscal responsible construction needs, and further to direct staff to research prefab facilities and work with the architect to review design component costs in preparation for rebidding in the winter, and bring the prefab and redesign components back to the Common Council prior to rebidding.*

At the December 10, 2018, meeting of the Parks Commission, the following action was approved: *motion to recommend the Common Council not consider the pre-fabricated pavilion and pursue a revised bid for a constructed pavilion.*

### **ANALYSIS**

Huffcut Concrete, LLC of Chippewa Falls, WI provided a quote for a custom modular building. This is the same company the City used for the Kayla's Playground restroom at Franklin Woods Nature Center. The quote total is \$260,530.00 for a restroom/concession building with an open air pavilion. This quote does not include certain costs including, but not limited to: design and construction of a foundation; design, permitting, and installation of electrical/plumbing; and potential for winterizing enclosures.

Russell Raposa, of Raposa Design Architecture, has prepared a memo addressing design components where significant cost savings could be attained. The two options presented include replacing the standing seam metal roof with dimensional asphalt shingles and using fiber mesh reinforcement for the foundation in lieu of steel fabric mesh. These changes could potentially save the City \$45,000.00 and \$2,200.00 respectively.

For reference of the August 27, 2018, bid opening, only one bid was received. The rejected bid included a base bid and six alternates.

\$650,170.00	Base Bid
(\$20,100.00)	Alternate 1. Overhead Doors
(\$ 4,200.00)	Alternate 2. Remove Insulation
(\$12,000.00)	Alternate 3. Remove Doors and Windows
(\$ 5,500.00)	Alternate 4. Remove Wall Heaters
+\$ 5,100.00	Alternate 5. Change EWH1 for EWH2
(\$ 2,800.00)	Alternate 6. Remove Furnace
\$610,670.00	Total Base Bids with all alternates

The total 2019 project budget is \$500,000. This includes the contractor's bid, the cost to extend electric service to the pavilion (\$30,000 budget), and any unexpected change orders. The architectural fees (\$28,350) were paid in 2018 and do not come from this appropriation.

The Architect believed that the single bid price was substantially over the market-warranted construction price. For example, he notes, which Planning staff has verified, that a park shelter similar in scope was recently under construction in Pewaukee for a construction price of

approximately \$402,000. This and other discussions leads the Architect to believe the final price was high because of the late season bidding and because only one bidder responded. Only one bidder responding was reflective of how busy the construction market was.

The Parks Commission has discussed this project at several meetings and does not endorse a pre-fabricated pavilion option and recommends that staff pursue a revised bid for a constructed pavilion.

Staff recommends adding the metal roof versus shingle roof as an alternate bid. Staff also recommends bidding with a flexible 2019 construction schedule which could enhance bidder participation. Staff does not recommend the mesh fiber as the projected savings is not significant relative to the added support provided by rebar.

### **OPTIONS**

- A. Motion to direct staff to rebid the project in accordance with the recommendation of the Parks Commission, including the staff recommendations indicated above, OR
- B. Refer back to staff with further direction.

### **FISCAL NOTE**

To date, the City has spent \$28,464.00 on design costs. The 2019 Capital Improvement budget includes a \$500,000 appropriation for the Pleasant View Pavilion. A portion of the project is funded with Park Impact Fees in accordance with the policy. Delay of this project beyond 2019 will very likely result in the refund of Park Impact Fees.

### **RECOMMENDATION:**

(OPTION A)

Motion to direct staff to rebid the Pavilion in Pleasant View Park Project (4901 W. Evergreen Street) in accordance with the recommendation of the Parks Commission, including the staff recommendations indicated in the Council Action Sheet.

Engineering: GEM





RAPOSA DESIGN ARCHITECTURE

12690 W.Greenbriar Ln.  
New Berlin, WI 53151  
raposadesign@gmail.com  
Ph:262.751.5221  
Fax:2623754.4058

**Project #RD118.18**

**January 22, 2019**

**PROJECT:**

Pleasant View Pavilion  
Pleasant View Park  
Franklin , WI

Orrin Sumwalt  
Principal Planner  
City of Franklin  
Franklin, WI 53132

**Memo:**

**Cost Reduction for Pleasant View Pavilion**

Orrin,

In reviewing the opportunities to reduce cost for the Pleasant View Pavilion, the only areas that would be of any significant cost reduction would be the roof & the reinforcing in the concrete.

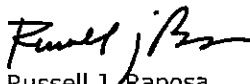
The saving for changing the roof to a 30 yr. dimensional asphalt shingle from a standing seam metal roof would be Approximately **\$45,000.00**

The cost savings for the substitution of fiber mesh reinforcement in lieu of steel fabric mesh would be Approximately **\$2,200.00**

These numbers are based on market conditions at this time and are estimates.

One other way to save costs would be to change to a Wood frame building instead of a full masonry construction. If this is an option I can look into what the cost per s.f. between the two would be.

If you have any other questions please feel free to get in contact with me.

  
Russell J. Raposa  
Principal



4033 123RD STREET  
CHIPPEWA FALLS WI 54729  
715-723-7446

## Quote

Order# : 17

Date: 01/07/2019

Billed To: COD SALE

Project:

17B-073-18 - CITY OF FRANKLIN

This quote is valid for 30 days

Purchase Order#:

Part#	Description	Quantity	Price	Ext Price
4600	CUSTOM MODULAR BUILDING	1.00	\$196,650.00	\$196,650.00
4600	FREIGHT FOR MODULAR BUILDING	1.00	\$7,400.00	\$7,400.00
4600	CRANE RENTAL, CAN BE PROVIDED BY CONTRACTOR	1.00	\$10,000.00	\$10,000.00
4600	STRUCTURAL STEEL FOR PAVILION (INCLUDES FREIGHT)	1.00	\$22,000.00	\$22,000.00
4600	PRECAST ROOF PANELS FOR PAVILION	1.00	\$18,280.00	\$18,280.00
4600	FREIGHT FOR ROOF PANELS	1.00	\$3,700.00	\$3,700.00
4600	ENGINEERING FOR PAVILION	1.00	\$2,500.00	\$2,500.00

NOTES:

CONTRACTOR RESPONSIBLE FOR:

- SETTING OF STEEL AND PRECAST ROOF PANELS
- PAINTING AND CAULKING OF ROOF PANELS
- FIREPROOFING OF STEEL NOT INCLUDED
- EXCLUDES GROUTING FOR STEEL & PRECAST

STRUCTURAL STEEL INCLUDES:

- ONE COAT OF SHOP PRIMER
- ONE COAT OF FINISH PAINT
- ATTACHMENT & ANCHORING HARDWARE
- DETAILED SHOP DRAWINGS
- SHIPPING TO JOBSITE

Taxable Amount:	0.00
Sales Tax:	0.00
<b>Quote Total</b>	<b>260,530.00</b>

**Taxes:**

All applicable Federal, State and local taxes will be added to these prices.

**Bid and Performance Bonds:**

this quote does not include any bid or performance bonds. If either are required they will be added to the quote.

**Professional Services/Certifications:**

Architectural, structural or MEP calculations and/or stamps are not included unless specified on this quote. This quote also does not include any state manufacturer certifications/insignias. Please call for a quote if needed.

**Payment Terms:**

30% down payment at time of order. 30% payment at time of shipping. Balance net 30 days after invoice at time of shipment. Interest at 1.5% per month after 30 days from date of invoice unless prior arrangements have been made. Under no circumstances can retainage be held by customer.

**Quotation Term:**

This offer is good for 30 days from date of this quotation. Prices subject to change without notice after 30 days.

**Storage:**

If delivery is delayed more than 30 days after product is ready to ship, an invoice will be submitted for payment and subject to the terms above. After 60 days of storage a fee may be assessed at a rate of 1% of the total invoice per month until delivery.

**Responsibilities of the Owner/General Contractor:**

All excavation, elevations and permits will be the responsibility of the contractor or purchasing party.

Contractor is responsible for providing clear access for the crane and semis under their own power. These vehicles can weigh in excess of 100,000#. Clear access requires sufficient turning and maneuvering radius, suitable soil or provided alternatives to support these vehicles under their own power and free of overhead obstacles (including power lines). Additional charges may be assessed if reasonable means are not provided.

Working radius of the crane will be 35' or less with the semi sitting next to the crane. Additional charges will apply if a larger working radius is required. Crane rental may be provided by others.

Owner/General Contractor are responsible for providing a suitable foundation for the building. We can provide you with the weight of the building. Frost walls or grade beam are acceptable but you will need to determine your soil conditions and State/Local building codes.

It is the responsibility of the owner/contractor to comply with any building codes, permits and special requirements. Huffcutt Concrete, LLC can incorporate any special requirements into your building as said owner/general contractor informs Huffcutt Concrete, LLC prior to building being manufactured. Some special requirements may incur an additional charge.

Owner/General Contractor will be responsible for roughing in the plumbing supply lines, waste line, electrical, floor drains and plumbing vent lines. Huffcutt Concrete, LLC will provide you with a mechanical rough in drawing.

During the installation the contractor or owner will provide site personnel who are knowledgeable, has the authority to make decisions and resources available to make changes if necessary. Prior to setting of the building, Huffcutt Concrete, LLC will verify the foundation to be level within 1/4" and mechanical rough in locations are accurate. After the building is set Huffcutt Concrete, LLC will perform the final caulking, ridge cap, paint touch up and shipping and handling adjustments and repair. Owner/General Contractor will be responsible for the final onsite mechanical connections in the building. These include, but not limited to water supply line, waste lines, plumbing vent lines, electrical connection to the service panel and any tightening of fittings that may have loosened during shipping and handling.

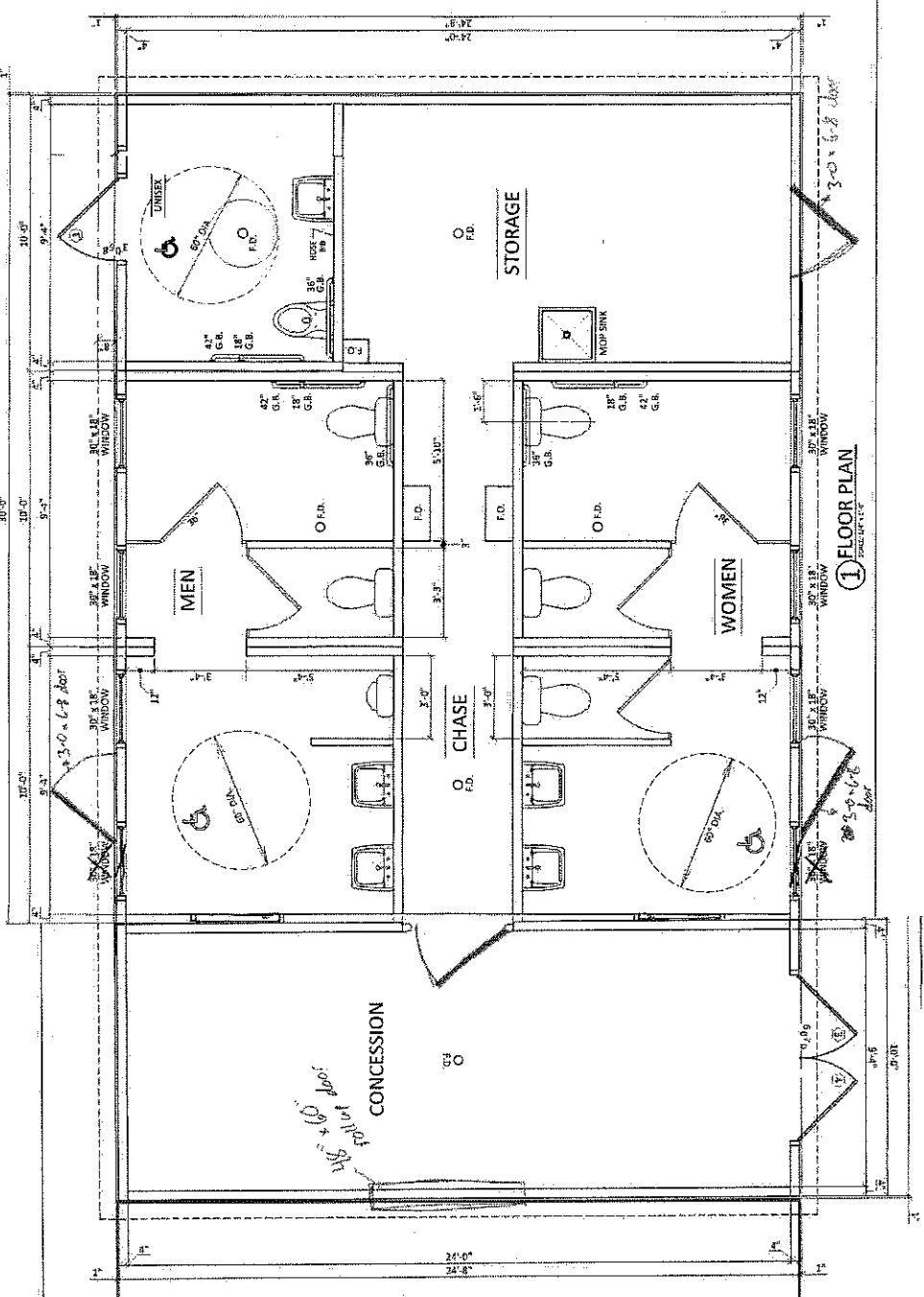


PROJECT:	106/05/17
PRELIMINARY DRAWINGS	
CHECK SET	
PRODUCTION DRAWINGS	
PROJECT DELIVERY DATE	

4154 123rd STREET  
CHIPPewa FALLS, WI 54729  
(715) 722-7446 \* (800) 924-3516  
FAX (715) 729-7111 \* www.huffcutt.com

**HUFFCUTT**  
CONCRETE, INC.  
N.P.C.A. CERTIFIED PLANT

PROJECT:	106/05/17
PRELIMINARY DRAWINGS	
SUBMITTAL DRAWINGS	
CHECK SET	
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106/05/17

PROJECT:

**HUFFCUTT**  
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PROJECT:	106/05/17
PRELIMINARY DRAWINGS	
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Pavilion Area

<b>APPROVAL</b> <i>Slur</i> <i>AK</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> Feb 19, 2019
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Appointment of Alternate Natural Gas Supplier for Police Administration Building</b>	<b>ITEM NUMBER</b> <i>G.12.</i>

### **Background**

The City currently contracts with WEnergies to purchase natural gas to heat City buildings. WEnergies transports gas for several third parties delivering natural gas to WEnergies customers thru WEnergies mains. WoodRiver Energy LLC is one of those alternate suppliers.

Staff has worked with WoodRiver Energy analyzing natural gas usage over several years. A summary follows:

	Police Admin	City Hall	Library
2018	\$22,982	\$11,291	\$22,635
2017	21,751	9,591	19,436
2016	21,551	9,663	22,453

WoodRiver Energies purchases gas in bulk and passes along purchasing savings to users who engage with them. There are set up costs in how the gas is metered and billed, such that higher volumes are required before the savings can be realized.

### **Analysis**

Having reviewed natural gas usage over several years and at the various City owned buildings, the Police and Library usage would offer approximately 5% savings should the City contract with WoodRiver Energy. City Hall, Public Works and Sewer/Water buildings were included in the review, however do not use enough gas to warrant inclusion in the program. Additionally, the change in HVAC equipment at City Hall may change the usage such that an evaluation of the potential benefits can be done once a new usage baseline is available.

WoodRiver Energy is offering the City a 5% discount from WE Energy gas prices on all gas purchased from them for an initial contract period of three years, and then from year to year thereafter.

WEnergies must be notified by March 1, 2019 to begin the program in November, 2019. Notice after March 1, 2019, would delay any participation to November 2020.

### **Options**

Continue to purchase gas from WEnergies, or

WoodRiver Energy offers an alternate program, where in the City agrees to lock in a certain gas price, but then the City bares the risk of swings in natural gas prices. City Staff is not equipped or skilled to engage in this option and does not recommend it., or

Contract with WoodRiver accepting a flat 5% discount option equating to approximately \$1,200 per building annual savings (after considering the fixed charges in the contract).

A copy of the contract and a Frequently Ask Question document is attached.

### **Recommendation**

Staff has consulted with the Police Chief who has no issues with the program. The Library Board is considering the program at its February 25, 2019 meeting.

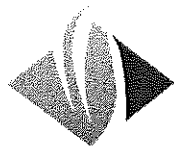
Staff recommends approval of the natural gas purchase from WoodRiver Energy LLC.

### **Fiscal Impact**

Engaging with WoodRiver Energy LLC would generate an estimated \$1,200 per year reduction in natural gas costs at both the Police Administration and Library buildings.

### **COUNCIL ACTION REQUESTED**

Motion directing staff to contract to WoodRiver Energy, LLC for natural gas purchase at the Police Administration building for an initial three year period beginning November, 2019



WoodRiver  
Energy LLC

NATURAL GAS SALES AGREEMENT

Dated \_\_\_\_\_

**Seller:**

WOODRIVER ENERGY, L.L.C.  
3300 E. 1<sup>st</sup> Ave., Ste 600  
Denver, CO 80206-5809

Attn: Zach Davisson

Email: [Zach.Davisson@woodriverenergy.com](mailto:Zach.Davisson@woodriverenergy.com)

**Buyer:**

Franklin, City of

Attn: Paul Rotzenberg

Phone: 414-425-7500

Email: [protzenberg@fanklinwi.gov](mailto:protzenberg@fanklinwi.gov)

Note: paper invoice is \$5 per invoice per month)

Bill To Attn: \_\_\_\_\_

Address: 9229 W Loomis R., Franklin WI 53132

Bill to Email: \_\_\_\_\_

**Term:** 3 years beginning the first day of the month in which there is initial gas flow and continuing year to year thereafter unless cancelled by either party prior to March 1<sup>st</sup> before the initial term or any subsequent anniversary date thereto. The effective date shall thus be the first day of the first of the month in which the Transporting LDC effects delivery of gas to Buyer's facility as a transporter.

**LDC:** WE Energies

**Delivery Point/Facility Address:**

9455 W Loomis Rd., Franklin WI 53132

9151 W Loomis Rd., Franklin WI 53132

**Account/Meter/Premise Number:**

6625961913

1570985

5246101196

451761

**Contract Price:** The contract price for the initial term shall be 95% of LDC applicable PGA rate for natural gas service. The price for any subsequent terms shall remain the same unless seller notifies Buyer ninety (90) days prior to the end of the initial term or any subsequent terms.

**Special Provisions:**

(1) In addition to the contract price stated above Buyer is responsible for all transportation charges, fees and any and all taxes to effectuate delivery of gas to Buyer. Any tariff changes effecting transportation cost shall be the responsibility of Buyer and will be subject to the savings under Contract Price.

(2) **If applicable**, provided such costs are reasonable, Seller shall initiate to have installed and shall pay for all necessary equipment to convert to Wisconsin Gas's natural gas transportation program. Such cost shall include the installation of a 120 volt outlet by the meter and Wisconsin Gas's fee for metering equipment. Once installed Buyer shall own and maintain the 120 volt outlet for the purposes of gas transportation.

(3) In the event of an Pipeline tariff change, Pipeline business process change, Pipeline operational change, Federal, State or Local Government regulation or any Governmental legislation that impacts Seller's cost to deliver gas to Buyer (currently included in the above stated price structure with regards to delivery of gas to the utility, transportation, service or on-system delivery), Seller reserves the right to adjust the Price to reflect the changes.

(4) Both parties acknowledge and agree that any 'terms' stated on the face of this agreement which differ than stated on the General Terms and Conditions ("GTC's") shall supersede the GTC's.

(5) Both parties acknowledge and agree with respect to General Terms and Conditions paragraph 4 **Imbalances**: will be deleted in its entirety and replace with the following language "Seller shall not pass through any imbalance penalties to Buyer. However, in the event there is a material change in the imbalance provisions provided by the utility, Seller at its sole discretion may request a renegotiation of the Agreement."



NATURAL GAS SALES AGREEMENT by and between (Seller) WoodRiver Energy LLC and (Buyer) Franklin, City of  
Dated \_\_\_\_\_  
Continued.....

(6) Both parties acknowledge and agree with respect to the General Terms and Conditions Paragraph 10 Laws and Regulation: the sentence "The laws of the state of Colorado shall govern in interpretation and performance of this Agreement. Venue for any action tried hereunder shall be in Denver County, Colorado, whether in federal or state court." Shall be replaced with "The laws of the state of Wisconsin shall govern in interpretation and performance of this Agreement. Venue for any action tried hereunder shall be in Milwaukee County, WI, whether in federal or state court."

**This Agreement is subject to the General Terms and Conditions as described on page 2 of this agreement.**

**WOODRIVER ENERGY, L.L.C.**  
(Seller)

**Franklin, City of**  
(Buyer)

\_\_\_\_\_  
By: Jo Nanette Moak  
Title: Administrative Manager

\_\_\_\_\_  
By: Paul Rotzenberg  
Title: Director of Finance & Treasurer

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

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

## General Terms and Conditions

WHEREAS, Buyer desires to buy and Seller desires to sell natural gas, Buyer and Seller enter into the Agreement set out below:

1. **Term:** Unless otherwise stated on the front of the Agreement, this Agreement shall renew automatically for a Term of (1) year and year-to-year thereafter unless terminated by either party by providing 30 day written notice prior to the end of the initial Term or any subsequent anniversary date.
2. **Quantity:** Seller agrees to sell and Buyer agrees to purchase 100% of the natural gas requirements of Buyer.
3. **Transportation:** Seller shall arrange for transportation to the delivery point and Buyer shall arrange for subsequent transportation from the delivery point.
4. **Imbalances:** Buyer and Seller shall use best efforts to avoid imbalances and imbalance penalties (if any). Should either Buyer or Seller receive an imbalance penalty charge from the transporting pipeline or LDC, Seller shall determine the validity of the charges. If the Buyer's failure to accept a quantity of gas equal to Seller's nomination, then Buyer shall pay for or reimburse Seller for such imbalance charges. If the Seller fails to deliver the quantity of gas equal to the Buyer's confirmed nomination then the cost is incurred shall be the liability of the Seller. In the event, the local distribution company changes their rules regarding nominating, balancing and imbalances that renders the agreement uneconomical, Seller reserves the right to renegotiate and/or terminate the agreement with written notice to the Buyer.
5. **Billing and Payment:** Seller shall e-Bill the Buyer on the earliest practicable date each month showing the quantity of gas billable for the previous month's bill period and sum payable by ACH to Seller from Buyer. Buyer may pay by ACH to Seller the sum shown by each billing, including sales, use, franchise and excise taxes and all other governmental impositions relative to the sale or consumption of natural gas, based on net fifteen (15) days from the billing date. With the exception of e-Bill arrangements all monthly billing may be subject to a \$5.00 per month per invoice processing fee. Billing unpaid when due shall be subject to a late charge of Ten Dollars (\$10.00) plus interest at the rate of one and one half percent (1 1/2%) per month or the maximum rate allowed by law, whichever is less. Seller utilizes PayTrace for credit card transactions and a 2.9% convenience fee shall be charged on the total invoice for such credit card payments from Buyer.
6. **Credit Requirements:** Buyer shall make credit arrangements satisfactory to the Seller, which may include providing a deposit, prepayments, Letter of Credit, or other security as requested by Seller. Seller reserves the right to review such credit arrangements at any time before, or during the term of this contract. If Buyer fails to make credit arrangements satisfactory to Seller, Seller at sole discretion may terminate this contract and/or suspend deliveries hereunder upon five (5) business days prior to notice to Buyer.
7. **Event of Default:** In the event of Default by either party, the Defaulting Party or its guarantor hereby agrees that the other party shall have the right, at its sole election, to immediately withhold or suspend deliveries or payments upon written notice and/ or to terminate and liquidate the transactions under this Agreement in good faith and in a commercially responsible manner, and to assess and apply all costs of liquidation and early termination to the Defaulting Party, in addition to any and all other remedies available hereunder.
8. **Waiting Period:** Buyer shall have two business days from the date of Buyer signature to call 1-888-510-9315 to terminate the agreement without penalty.
9. **Title & Possession:** Buyer shall take title, possession and control of the gas no later than at the Point of Delivery.
10. **Force Majeure:** An event of Force Majeure shall not excuse either party from liquidation damages related to the settlement of any Basis or Fixed Price related to quantities. Force Majeure means acts of God, strikes, lock outs, or other industrial disturbances including those involving or affecting parties producing or transporting gas for Seller.
11. **Laws and Regulation:** This Agreement, each of its provisions, and all supplements amendments or addenda to it are subject to all valid, applicable federal and state laws and to the orders, rules and regulations of any duly constituted regulatory body or authority, state or federal, having jurisdiction. The laws of the state of Colorado shall govern in interpretation and performance of this Agreement. Venue for any action tried hereunder shall be in Denver County, Colorado, whether in federal or state court.
12. **Assignment:** Buyer may not assign any of its rights or obligations under this Agreement; except that Buyer may assign this Agreement in connection with the sale or transfer of the real property associated with the delivery point hereunder, provided that Seller shall have received written notice from Buyer thereof, and Seller shall have been provided with certified copies of the instruments properly evidencing such sale or transfer, and further provided that any such proposed assignee shall have satisfied the credit requirements of this Agreement and shall have executed and delivered to Seller all documents required by Seller in order to be bound by this Agreement. Any assignment by Buyer in accordance with the foregoing sentence shall not become effective until the first day of the calendar month next following the date upon which all of the foregoing requirements have been satisfied. As energy and natural gas are necessities of the Buyer, an Asset sale of the business whereby the Buyer is no longer operating, Buyer shall deem this natural gas contract as an Asset of the business and the Agreement shall be Assigned to the new entity. Seller may assign this Agreement and any or all sums payable by Buyer hereunder upon notice to Buyer of such as assignment, and without limiting the foregoing, Buyer hereby consents to the pledge and collateral assignment of this Agreement by Seller to Shell Energy North America (USA), L.P. and its successors and assigns. Upon notice to Buyer of any such assignment by Seller, Buyer shall pay all sums due hereunder to such assignee without offset, counterclaim or defense of any kind.
13. **Confidentiality:** The parties agree to keep the terms of this Agreement and of any transaction hereunder, including but not limited to, the Base Contract Price, the Monthly Quantity, and the Term, confidential, except as may be required to effectuate transportation of the gas or to meet the requirements of a state or federal regulatory agency having jurisdiction over the matter for which information is sought.
14. **Agreement & Confirmation:** In order to make timely transactions, any subsequent transactions in e-mail or a telephone conversation with the offer and acceptance constituting an agreement of the parties. The parties shall be legally bound from the time they agree to the transaction terms and may each rely thereon. Seller's confirmation will be deemed conclusive and will bind Buyer and Seller if not received by the end of the second business day following Buyer's receipt of the confirmation.
15. **Limitations:** FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.
16. **Disclaimer:** The Seller nor any of its employees or affiliates is acting as a Broker, Dealer or Commodity Trading Advisor, and no such person is registered as a Commodity Trading Advisor. Seller is not advising Buyer concerning the use of any registered futures contract or standardized instrument for future delivery on any exchange. Buyer acknowledges that all decisions related to energy transactions are authorized and executed based upon the Buyer's full knowledge and independent action and confirms that Buyer is an "eligible contract participant" as defined by the CEA.

Buyer's Initials

-Page 3 of 3-

# Customer Request Form – Change transportation, sales or interruptible rate.



Please check utility: ☐ Wisconsin Gas LLC ☒ Wisconsin Electric - Gas Operations

Account name: Franklin, City Of

Service address: 9455 W. Loomis Rd.

City, state, zip: Franklin, WI 53132

Customer contact name: Paul Rotzenberg

Customer contact phone: (414) 425-7500 Customer contact email: protzenberg@franklinwi.gov

Account number: 6625961913 Meter number: 1570985

Current account status: First time changing to new rate? ☒ Yes ☐ No (If yes, complete payment option)

Telemetry payment option (if applicable) per meter: ☒ 1,250 lump sum or ☐ 12 equal monthly payments

Marketer name (if applicable): WoodRiver Energy, LLC

## Current Rate Schedule

- ☒ FG FG3 Commercial/Industrial Class – Sales Service (1-8)  
☐ TF \_\_\_\_\_ Commercial/Industrial Transportation Class – Telemetered Transportation Service (1-8)  
☐ IG \_\_\_\_\_ Commercial/Industrial Interruptible Class – Sales Service (4-8)  
☐ Other \_\_\_\_\_

## Requested Rate Schedule

- ☐ FG \_\_\_\_\_ Commercial/Industrial Class – Sales Service (1-8)  
☒ TF TF3 Commercial/Industrial Transportation Class – Telemetered Transportation Service (1-8)  
☐ IG \_\_\_\_\_ Commercial/Industrial Interruptible Class – Sales Service (4-8)  
☐ Other \_\_\_\_\_

Estimated annual use in therms: \_\_\_\_\_ Maximum daily quantity in therms: \_\_\_\_\_

North American Industrial Classification System (NAICS) number: \_\_\_\_\_

Requested start date for new account status: \_\_\_\_\_

## Requested by

Customer name (print): Paul Rotzenberg Title: Director of Finance and Treasurer

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** Application must be made in advance of requested start date to insure all administrative and tariff requirements are met. Please call your Gas Service Manager or the Transportation Center at 800-664-0007 for information. This change will not occur until all applicable tariff requirements have been met. This includes a credit review, which may result in a deposit request.

**We Energies • Transportation Center - A308, 333 W. Everett St., Milwaukee, WI 53203 •  
Phone 800-664-0007 • Fax 414-221-5354 • [IIC@we-energies.com](mailto:IIC@we-energies.com)**

# Demand Aggregator Authorization for Transportation Service



Please check utility: ☐ Wisconsin Gas LLC ☒ Wisconsin Electric - Gas Operations

Requested effective date: 11/1/2019

Account name: Franklin, City Of

Service address: 9455 W. Loomis Rd.

City, state, zip: Franklin, WI 53132

Customer name: Paul Rotzenberg

Customer contact phone: (414) 425-7500 Customer contact email: protzenberg@franklinwi.gov

Account number: 6625961913 Meter number: 1570985

Account number: \_\_\_\_\_ Meter number: \_\_\_\_\_

Account number: \_\_\_\_\_ Meter number: \_\_\_\_\_

Account number: \_\_\_\_\_ Meter number: \_\_\_\_\_

Demand aggregator (Marketer/Agent name): WoodRiver Energy, LLC

Marketer/Agent contact name: Zach Davisson

Contact phone: 262-789-6743 Contact Email: Zach.Davisson@WoodRiverEnergy.com  
Contact fax: \_\_\_\_\_

By execution hereof, customer advises that it has appointed the demand aggregator as indicated above as its exclusive agent for the purposes of nominations, constraint notification and other pool functions. The Customer shall be subject to and bound by any and all statements, acts, or omissions made by the Demand Aggregator as they pertain to services provided. It is further agreed that We Energies is receiving no consideration for honoring this request and that any release of information by it pursuant hereto is done solely as an accommodation to the Customer furnishing such authorization. We Energies shall not be liable to the Customer for any failure to provide or furnish information to the demand aggregator.

This agreement shall be effective on the date shown at the top of this page and shall continue until terminated in writing by either party in accordance with the current effective tariff.

## Customer Authorization

Customer name (print): Paul Rotzenberg Title: Director of Finance and Treasurer

Customer authorization signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Customer Request Form – Change transportation, sales or interruptible rate.



Please check utility: ☐ Wisconsin Gas LLC ☒ Wisconsin Electric - Gas Operations

Account name: Franklin, City of

Service address: 9151 W. Loomis Rd.

City, state, zip: Franklin, WI 53132

Customer contact name: Paul Rotzenberg

Customer contact phone: 414-425-7500 Customer contact email: protzenberg@franklinwi.gov

Account number: 5246101196 Meter number: 451761

Current account status: First time changing to new rate? ☒ Yes ☐ No (If yes, complete payment option)

Telemetry payment option (if applicable) per meter: ☒ 1,250 lump sum or ☐ 12 equal monthly payments

Marketer name (if applicable): WoodRiver Energy, LLC

## Current Rate Schedule

- ☒ FG FG3 Commercial/Industrial Class – Sales Service (1-8)  
☐ TF \_\_\_\_\_ Commercial/Industrial Transportation Class – Telemetered Transportation Service (1-8)  
☐ IG \_\_\_\_\_ Commercial/Industrial Interruptible Class – Sales Service (4-8)  
☐ Other \_\_\_\_\_

## Requested Rate Schedule

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☐ IG \_\_\_\_\_ Commercial/Industrial Interruptible Class – Sales Service (4-8)  
☐ Other \_\_\_\_\_

Estimated annual use in therms: \_\_\_\_\_ Maximum daily quantity in therms: \_\_\_\_\_

North American Industrial Classification System (NAICS) number: \_\_\_\_\_

Requested start date for new account status: \_\_\_\_\_

## Requested by

Customer name (print): Paul Rotzenberg Title: Director of Finance and Treasurer

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** Application must be made in advance of requested start date to insure all administrative and tariff requirements are met. Please call your Gas Service Manager or the Transportation Center at 800-664-0007 for information. This change will not occur until all applicable tariff requirements have been met. This includes a credit review, which may result in a deposit request.

**We Energies • Transportation Center - A308, 333 W. Everett St., Milwaukee, WI 53203 •  
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Demand aggregator (Marketer/Agent name): WoodRiver Energy, LLC

Marketer/Agent contact name: Zach Davisson

Contact phone: 262-789-6743 Contact Email: Zach.Davisson@WoodRiverEnergy.com

By execution hereof, customer advises that it has appointed the demand aggregator as indicated above as its exclusive agent for the purposes of nominations, constraint notification and other pool functions. The Customer shall be subject to and bound by any and all statements, acts, or omissions made by the Demand Aggregator as they pertain to services provided. It is further agreed that We Energies is receiving no consideration for honoring this request and that any release of information by it pursuant hereto is done solely as an accommodation to the Customer furnishing such authorization. We Energies shall not be liable to the Customer for any failure to provide or furnish information to the demand aggregator.

This agreement shall be effective on the date shown at the top of this page and shall continue until terminated in writing by either party in accordance with the current effective tariff.

## Customer Authorization

Customer name (print): Paul Rotzenberg Title: Director of Finance and Treasurer

Customer authorization signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Paul Rotzenberg

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**From:** Zach Davisson <zach.davisson@woodriverenergy.com>  
**Sent:** Thursday, February 07, 2019 3:42 PM  
**To:** Paul Rotzenberg  
**Subject:** Natural Gas Summary (For Librarian/Police Chief)

Hi Paul,

I have a summary statement that you can forward to the head librarian & police chief. I believe these questions will outline their possible concerns and help focus the conversation you will have with them. Ultimately most people just want to know if heat is going to come on in the winter and whether this will be a huge ordeal. I know you will receive your energy and it's vastly less stressful than going to the dentist.

I hope this is helpful Paul!

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### **Is there any change in reliability?**

WE Energies remains your utility provider, so there's no difference in reliability. You will always receive natural gas unless there's some type of natural disaster or pipeline burst. This can happen regardless of whether you choose WoodRiver.

### **Can we trust WoodRiver Energy?**

We serve over 9000 customers in the Midwest region, in addition we can supply local references that you can call that receive their natural gas from us right now in Milwaukee.

WE Energies remains your utility company always delivering energy, while our contracts hold WoodRiver accountable that you will always pay less than WE Energies for natural gas.

In addition, we buy 100% hedged supply from Shell and our contracts protect you against the risk of WoodRiver Energy going out of business: Shell will promise your price until the end of the term.

If you're unhappy with your service, you can always return to buying gas from WE Energies.

### **What are the costs to use this service?**

There are no extra/hidden fees from WoodRiver to use this service, our price includes everything we offer.

WE Energies charges about \$1,500 to use this program, and we will pay that per qualifying account before we begin invoicing.

Realistically your costs to use this service involves the time to learn about it, and the time to review one additional invoice per month. Energy Star suggests reviewing an invoice costs about \$7 on average. Both the library and the police department qualify so that's about \$168 of administrative costs annually. That's well below the savings you will receive. The library and police department have enough volume to where WE Energies will be reducing your fees for choosing a gas supplier too.

### **Is there any reason not to do gas transportation?**

I wouldn't recommend this service to anyone who foresees their organization going bankrupt or accounts that are on the edge of qualifying. Otherwise natural gas transportation is an easy way to save money without heavy investment. Regardless of the supplier, Franklin should be utilizing this program because it makes sense for the library and police department.

*-The bottom line is that you always receive your gas, WoodRiver won't charge you more than the utility, and costs are absorbed by the benefit you will receive now and for the years to come-*

## Police Building

August 2018 - August 2017	
WE Energies Information	
Consumption (Therms)	44493
Consumption (Dekatherms)	4449
Natural gas cost (commodity only)	\$ 17,001.45
Total Gas Bill	\$ 23,376.04

WE Energies - Yearly Invoice Changes	
Cost Increase: Facilities Fee	\$ (730.00)
Cost Decrease: Distribution Fee	\$ 1,334.79
Net Change: WE Energies	\$ 604.79

August 2017 - August 2016	
WE Energies Information	
Consumption (Therms)	39722
Consumption (Dekatherms)	3972
Natural gas cost (commodity only)	\$ 15,404.85
Total Gas Bill	\$ 21,282.45

WE Energies - Yearly Invoice Changes	
Cost Increase: Facilities Fee	\$ (730.00)
Cost Decrease: Distribution Fee	\$ 1,191.66
Net Change: WE Energies	\$ 461.66

August 2016 - August 2015	
WE Energies Information	
Consumption (Therms)	42969
Consumption (Dekatherms)	4297
Natural gas cost (commodity only)	\$ 15,447.16
Total Gas Bill	\$ 21,662.97

WE Energies - Yearly Invoice Changes	
Cost Increase: Facilities Fee	\$ (730.00)
Cost Decrease: Distribution Fee	\$ 1,289.07
Net Change: WE Energies	\$ 559.07

WoodRiver Energy - Guaranteed Savings	
Cost of Natural Gas Supply	\$ 17,001.45
5% Savings	\$ 850.07
Total Benefit Including WE Energies Changes	\$ 1,454.86

WoodRiver Energy - Fixed Prices	
Fixed Price	\$ 3.88
Natural gas cost (commodity only)	\$ 17,263.28
Total gas cost Including WE Energies Changes	\$ 16,658.49

WoodRiver Energy - Guaranteed Savings	
Cost of Natural Gas Supply	\$ 15,404.85
5% Savings	\$ 770.24
Total Benefit Including WE Energies Changes	\$ 1,231.90

WoodRiver Energy - Fixed Prices	
Fixed Price	\$ 3.88
Natural gas cost (commodity only)	\$ 15,412.14
Total gas cost Including WE Energies Changes	\$ 14,950.48

WoodRiver Energy - Guaranteed Savings	
Cost of Natural Gas Supply	\$ 15,447.16
5% Savings	\$ 772.36
Total Benefit Including WE Energies Changes	\$ 1,331.43

WoodRiver Energy - Fixed Prices	
Fixed Price	\$ 3.88
Natural gas cost (commodity only)	\$ 16,671.97
Total gas cost Including WE Energies Changes	\$ 16,112.90



## Library

August 2018 - August 2017	
WE Energies Information	
Consumption (Therms)	39204
Consumption (Dekatherms)	3920
Natural gas cost (commodity only)	\$ 15,023.12
Total Gas Bill	\$ 20,873.70

WE Energies - Yearly Invoice Changes	
Cost Increase: Facilities Fee	\$ (730.00)
Cost Decrease: Distribution Fee	\$ 1,176.12
Net Change: WE Energies	\$ 446.12

August 2017 - August 2016	
WE Energies Information	
Consumption (Therms)	41581
Consumption (Dekatherms)	4158
Natural gas cost (commodity only)	\$ 15,285.83
Total Gas Bill	\$ 21,544.78

WE Energies - Yearly Invoice Changes	
Cost Increase: Facilities Fee	\$ (730.00)
Cost Decrease: Distribution Fee	\$ 1,247.43
Net Change: WE Energies	\$ 517.43

August 2016 - August 2015	
WE Energies Information	
Consumption (Therms)	43973
Consumption (Dekatherms)	4397
Natural gas cost (commodity only)	\$ 15,129.35
Total Gas Bill	\$ 21,634.73

WE Energies - Yearly Invoice Changes	
Cost Increase: Facilities Fee	\$ (730.00)
Cost Decrease: Distribution Fee	\$ 1,319.19
Net Change: WE Energies	\$ 589.19

WoodRiver Energy - Guaranteed Savings	
Cost of Natural Gas Supply	\$ 15,023.12
5% Savings	\$ 751.16
Total Benefit Including WE Energies Changes	\$ 1,197.28

WoodRiver Energy - Fixed Prices	
Fixed Price	\$ 3.88
Natural gas cost (commodity only)	\$ 15,211.15
Total gas cost Including WE Energies Changes	\$ 14,765.03

WoodRiver Energy - Guaranteed Savings	
Cost of Natural Gas Supply	\$ 15,285.83
5% Savings	\$ 764.29
Total Benefit Including WE Energies Changes	\$ 1,281.72

WoodRiver Energy - Fixed Prices	
Fixed Price	\$ 3.88
Natural gas cost (commodity only)	\$ 16,133.43
Total gas cost Including WE Energies Changes	\$ 15,616.00

WoodRiver Energy - Guaranteed Savings	
Cost of Natural Gas Supply	\$ 15,129.35
5% Savings	\$ 756.47
Total Benefit Including WE Energies Changes	\$ 1,345.66

WoodRiver Energy - Fixed Prices	
Fixed Price	\$ 3.88
Natural gas cost (commodity only)	\$ 17,061.52
Total gas cost Including WE Energies Changes	\$ 16,472.33

## City Hall

August 2018 - August 2017	
WE Energies Information	
Consumption (Therms)	18881
Consumption (Dekatherms)	1888
Natural gas cost (commodity only)	\$ 7,781.86
Total Gas Bill	\$ 10,563.76

WE Energies - Yearly Invoice Changes	
Cost Increase: Facilities Fee	\$ (730.00)
Cost Decrease: Distribution Fee	\$ 566.43
Net Change: WE Energies	\$ (163.57)

August 2017 - August 2016	
WE Energies Information	
Consumption (Therms)	13276
Consumption (Dekatherms)	1328
Natural gas cost (commodity only)	\$ 5,486.85
Total Gas Bill	\$ 7,559.31

WE Energies - Yearly Invoice Changes	
Cost Increase: Facilities Fee	\$ (730.00)
Cost Decrease: Distribution Fee	\$ 398.28
Net Change: WE Energies	\$ (331.72)

August 2016 - August 2015	
WE Energies Information	
Consumption (Therms)	18132
Consumption (Dekatherms)	1813
Natural gas cost (commodity only)	\$ 7,084.04
Total Gas Bill	\$ 9,803.08

WE Energies - Yearly Invoice Changes	
Cost Increase: Facilities Fee	\$ (730.00)
Cost Decrease: Distribution Fee	\$ 543.96
Net Change: WE Energies	\$ (186.04)

WoodRiver Energy - Guaranteed Savings	
Cost of Natural Gas Supply	\$ 7,781.86
5% Savings	\$ 389.09
Total Benefit Including WE Energies Changes	\$ 225.52

WoodRiver Energy - Fixed Prices	
Fixed Price	\$ 3.88
Natural gas cost (commodity only)	\$ 7,325.83
Total gas cost Including WE Energies Changes	\$ 7,489.40

WoodRiver Energy - Guaranteed Savings	
Cost of Natural Gas Supply	\$ 5,486.85
5% Savings	\$ 274.34
Total Benefit Including WE Energies Changes	\$ (57.38)

WoodRiver Energy - Fixed Prices	
Fixed Price	\$ 3.88
Natural gas cost (commodity only)	\$ 5,151.09
Total gas cost Including WE Energies Changes	\$ 5,482.81

WoodRiver Energy - Guaranteed Savings	
Cost of Natural Gas Supply	\$ 7,084.04
5% Savings	\$ 354.20
Total Benefit Including WE Energies Changes	\$ 168.16

WoodRiver Energy - Fixed Prices	
Fixed Price	\$ 3.88
Natural gas cost (commodity only)	\$ 7,035.22
Total gas cost Including WE Energies Changes	\$ 7,221.26

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE February 19, 2019
Reports & Recommendations	<b>RESOLUTION TO AMEND PROFESSIONAL SERVICES CONTRACT WITH GREELEY AND HANSEN FOR TASK 7 OF THE DESIGN OF INDUSTRIAL PARK LIFT STATION ABANDONMENT AND SEWER EXTENSION FOR AN ADDITIONAL \$5,400</b>	ITEM NO. <i>G.13.</i>

### **BACKGROUND**

Greeley and Hansen is providing Design services for the abandonment of the Industrial Park Lift Station and sewer extension along S. 60<sup>th</sup> Street south of W. Ryan Road. At the December 18, 2018, Common Council meeting, Greeley and Hansen was authorized for design up to Phase 2A (\$4,425 + \$95,510) \$99,935. Additional design services this year for Phase 2B of \$17,115 are expected to bring the total fees to \$117,050. Phases 1, 2A, and 2B comprise of six tasks.

### **ANALYSIS**

As this project changes the methods in which sewage is conveyed (pumped via lift station to gravity flow), the Wisconsin Department of Natural Resources (WDNR) classifies this project as a "reviewable" project. Per WDNR code NR 110.08, the City must first submit a facility plan, for review by the WDNR, prior to submitting the construction plans and specification for permit.

#### ***NR 110.08 Facilities plans for reviewable projects.***

*(1) Applicability. A facilities plan shall be prepared for each reviewable project submitted to the department for approval. Facilities plans for sewage treatment facilities or **new sewage collection systems** shall be submitted to and approved by the department prior to submittal of the construction plans and specifications. The department may accept construction plans and specifications for review prior to facilities plan approval provided that all substantive issues of the facilities plan review have been resolved.*

*(2) Content. The facilities plan for municipally owned sewage treatment facilities, sewage collection systems, and interceptors shall contain all of the information required by: **NR 110.09 (1) through (6), 110.10 (1) and (2), or 110.11 (1)**, whichever are applicable. The level of detail necessary to fulfill the requirements of this subsection may vary depending on the size and complexity of the project.*

Staff has discussed with Greeley and Hansen the effort needed to comply with WDNR and have agreed on scope and fee of \$5,400 for Task 7. This will bring the total engineering fees to (\$117,050 + \$5,400) \$122,450.

### **OPTIONS**

- A. Authorize Greeley and Hansen to complete design work identified in Task 7. Or,
- B. Refer back to Staff with further direction.

### **FISCAL NOTE**

The sanitary sewer rehabilitation budget includes \$50,000 that will fund the anticipated \$5,400 for Task 7 work.

### **RECOMMENDATION**

(Option A) Resolution 2019-\_\_\_\_\_ a resolution to amend professional services contract with Greeley and Hansen for Task 7 of the design of Industrial Park lift station abandonment and sewer extension for an additional \$5,400.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 20198 - \_\_\_\_\_

A RESOLUTION TO ~~AMEND~~ ~~AUTHORIZE PHASE 2A OF THE~~ PROFESSIONAL SERVICES CONTRACT WITH GREELEY AND HANSEN FOR TASK 7 OF THE ~~THE~~ DESIGN OF INDUSTRIAL PARK LIFT STATION ABANDONMENT AND SEWER EXTENSION FOR AN ADDITIONAL \$95,400~~510~~

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WHEREAS, the City of Franklin desires to abandon the Industrial Park Lift Station by constructing a gravity sewer to the Ryan Creek Interceptor northwards along S. 60<sup>th</sup> Street around the year 2021; and

WHEREAS, the City of Waukesha Water Utility desires to construct a water return line for the Great Lakes Water Alliance (GWA) project in the S. 60<sup>th</sup> Street corridor around the year 2021; and

WHEREAS, GWA will incorporate Franklin's project into their project; and

WHEREAS, Resolutions 2018-7409 and 2018-7453 including Tasks 1-6 were previously passed to authorize \$99,935 worth of design~~Greeley and Hansen has demonstrated that there is a significant savings to proceed with the abandonment of the lift station instead of: rehabilitating the existing lift station; replacing the existing lift station; or installing a new gravity sewer with trenchless technology (micro tunneling) by Greeley and Hansen for the abandonment; and~~

WHEREAS, due to the nature of the project an additional submittal not included in the original contracts is required~~GWA plans to advertise for bids the construction in November 2019; and~~

~~WHEREAS, G~~reeley and Hansen as Task 7 for an additional \$5,400~~eeley and Hansen is uniquely qualified to design the desired improvements for the City of Franklin and coordinate with GWA.~~

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, ~~that an amendment that an amendment of a professional to authorize phase 2A of a professional services contract be executed for the industrial park lift station abandonment and sewer extension and furthermore that Greeley and Hansen LLC be authorized a notice to proceed for Task 7 services be authorized a notice to proceed for Phase 2A services for a not to exceed amount of \$5,400~~95,510.

Introduced at a regular meeting of the Common Council of the City of Franklin the \_\_\_\_\_ day of \_\_\_\_\_, 20198, by Alderman \_\_\_\_\_.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the \_\_\_\_\_ day of \_\_\_\_\_, 20198.

APPROVED:

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

ATTEST:

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Sandra L. Wesolowski, City Clerk

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

**AMENDMENT NO. 1**

**to**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**between**

**THE CITY OF FRANKLIN**

**and**

**GREELEY AND HANSEN LLC**

This AMENDMENT NO. 1 is made on January 30, 2019, to the AGREEMENT dated August 30, 2018 between The City of Franklin, hereinafter referred to as CITY, and Greeley and Hansen LLC, an Illinois limited liability company, with its principal office at 100 South Wacker Drive, Chicago, Illinois 60606-4004, and a regional office at 741 North Grand Avenue, Waukesha, Wisconsin 53186, hereinafter referred to as the CONTRACTOR, for additional engineering services in connection with the 60<sup>th</sup> Street Industrial Park Lift Station Abandonment and New Gravity Sewer Project, the PROJECT.

This AMENDMENT NO. 1 shall revise the AGREEMENT as follows:

1. The scope of services described in the Exhibit A – Scope of Services of the AGREEMENT, shall be updated to the scope of services described in EXHIBIT A1, attached, and made a part of this AMENDMENT NO. 1.
2. The total compensation in Exhibit B – Fee and Schedule of the AGREEMENT shall be increased to \$122,350, as follows:

Original Agreement Amount	\$ 117,550
<u>Amendment No. 1</u>	<u>\$5,400</u>
New Total Amount	\$ 122,950

3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

In witness of agreement to this AMENDMENT NO. 1 the parties have caused AMENDMENT NO. 1 to be executed by their duly authorized officers, principals, and employees on the day and year above written.

**THE CITY OF FRANKLIN**

By:

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

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Paul Rotzenberg  
Director of Finance and Treasurer

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Jesse A. Wesolowski  
City Attorney

\_\_\_\_\_  
Date

City Seal \_\_\_\_\_

**GREELEY AND HANSEN LLC**

By:

\_\_\_\_\_  
Andrew J. Martin, P.E., ENV SP  
Member

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Catharine M. Richardson, P.E., ENV SP  
Waukesha Office Director

\_\_\_\_\_  
Date



## **EXHIBIT A1**

### **SCOPE OF ENGINEERING SERVICES**

#### **AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**between**

**THE CITY OF FRANKLIN**

**and**

**GREELEY AND HANSEN**

**January 2019**

#### **SCOPE OF SERVICES**

**Task 1: Project Management, Original Agreement – No Changes**  
**Task 2: Cost Evaluation, Original Agreement – No Changes**  
**Task 3: Preliminary Design, Original Agreement – No Changes**  
**Task 4: 90% and Final Design, Original Agreement – No Changes**  
**Task 5: GWA Coordination, Original Agreement – No Changes**  
**Task 6: Bidding Services, Original Agreement – No Changes**  
**Other Direct Costs, Original Agreement – No Changes**  
**Geotechnical Subconsultant, Original Agreement – No Changes**

#### **Task 7 – Facility Plan Preparation**

In accordance with Task 3.5 of Exhibit A of the Scope of Services from the Original Agreement, CONTRACTOR has identified the anticipated permits needed for the project. The permits, including state and local permits, will be procured as part of the GWA project. However, per Wisconsin Department of Natural Resources (WDNR) code NR 110.08, the CITY must submit a Facility Plan for this sewer project.

#### **NR 110.08 Facilities plans for reviewable projects.**

- (1) APPLICABILITY.** *A facilities plan shall be prepared for each reviewable project submitted to the department for approval. Facilities plans for sewage treatment facilities or new sewage collection systems shall be submitted to and approved by the department prior to submittal of the construction plans and specifications. The department may accept construction plans and specifications for review prior to facilities plan approval provided that all substantive issues of the facilities plan review have been resolved.*
- (2) CONTENT.** *The facilities plan for municipally owned sewage treatment facilities, sewage collection systems, and interceptors shall contain all of the information required by: NR 110.09 (1) through (6), 110.10 (1) and (2), or 110.11 (1), whichever are applicable. The level of detail necessary to fulfill the requirements of this subsection may vary depending on the size and complexity of the project.*

A Facility Plan for the proposed 18-inch gravity sewer that will replace the existing 60<sup>th</sup> Street Industrial Park Lift Station will be developed. This Facility Plan will be developed in accordance with the NR 110.10, subsection (1). Other subsections referenced in NR110.08 are not applicable

to this project. The Facility Plan will include only the information that pertains directly to the proposed gravity sewer. The scope does not include developing, updating, modifying, or amending any existing Facility Plan or including other systems or infrastructure in this Facility Plan.

CONTRACTOR will compile the information, as listed under NR 110.10, Section 1, and prepare a Facility Plan for the CITY to submit to the WDNR. NR 110.10, Section 1 is listed below for reference. It is anticipated that the CITY will provide the information requested in items (f), (g), (h), and (k)(1) through (k)(7). CONTRACTOR will provide the remaining portion of the technical information generated during the design phase of the Project and from the Conveyance Alternative Evaluation Report dated November 2018.

**NR 110.10 Sewage collection system projects.**

(1) FACILITIES PLANS FOR SEWER PROJECTS. For sewer projects the facilities plan shall include the following information:

- (a) *Description.* A brief description of the project; including its geographic location and any necessary reference maps or exhibits.
- (b) *Topography.* A brief description of the topography of the general area with specific reference to the area serviced by the proposed sewer.
- (c) *Soil investigations.* A description of the extent of soil investigations, including information on rock likely to be encountered. In addition, that portion of the proposed sewer which is below high ground water level shall be indicated.
- (d) *Flooding.* A designation of any portion of the proposed sewer which is located within the floodway or floodplain as defined in ch. NR 116. All projects shall conform to the requirements of ch. NR 116.
- (e) *Wetlands.* A statement indicating whether the proposed sewer will pass through a wetlands area, and the approximate acreage of the wetland.
- (f) *Population.* Population growth rate (annual) based on the most recent data for the municipality.
- (g) *Sewer service area.* If the sewer project is tributary to a treatment plant for which a service area that has been delineated as a part of an approved areawide waste treatment management plan, indicate the location of the sewer on a map of the service area.
- (h) *Downstream overflows.* A description of the number and location of sanitary sewer overflow structures and a description of the occurrence of sanitary sewer overflow events at any location within the sewerage system.
- (i) *Description of treatment facilities.* A brief description of the type of treatment facility indicating the ability of the facility to handle the sewage of the proposed project during both wet and dry weather conditions.
- (j) *Costs.* A discussion of the estimated capital costs and where an entire sewerage system is being installed, the estimated annual cost to the user of the system.
- (k) *Basis of design.* The following data shall be provided for the proposed project:
  - 1. Design period.
  - 2. Population densities per acre and total population served.
  - 3. Area served by proposed sewers in acres.
  - 4. Per capita sewage contribution expressed as an average and maximum value, include basis for this determination.
  - 5. Infiltration.
  - 6. Industrial waste contribution.
  - 7. Design flow rates as expressed as average and maximum values.
  - 8. Size of pipe, grade, velocity and maximum capacity.
- (l) *Environmental analysis.* The department may require the submittal of an environmental analysis meeting the requirements of s. NR 110.09 (3) for large or complex sewer projects, for those projects which are proposed to be constructed in environmentally sensitive areas, or for projects which involve significant public controversy.

A Draft Facility Plan will be developed within five days of approval of this Amendment No. 1 and will be submitted to the CITY for review. The CITY will review and provide written comments within five business days in an effort to submit this Facility Plan to the WDNR as soon as possible as its approval by the State is critical prior to the submittal of the Great Water Alliance contract documents to the WDNR for construction permits. CONTRACTOR will be available for questions or comments during the CITY review period. Once the review comments from the CITY have been received, a Final Facility Plan will be developed and delivered to the CITY within three days.

As discussed in our meeting on January 11, the CITY would like to reach out to the WDNR to initiate a conversation related to this project and the forthcoming Facility Plan. CONTRACTOR will provide the WDNR agents that would be the points of contact regarding this Facility Plan.

CONTRACTOR has budgeted a total of four (4) hours to address WDNR comments related to the Facility Plan. Should the comments from the WDNR require additional time or effort to address, we will contact the CITY to discuss an approach.

**Deliverable:**

1. Draft Facility Plan (One (1) hard copy and electronic PDF file)
2. Final Facility Plan (One (1) hard copy and electronic PDF file)

CONTRACTOR has not included the costs to submit the Facility Plan to the WDNR or to pay for any required fees or permits in this Amendment No. 1.

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> February 19, 2019
Reports & Recommendations	<b>REQUEST TO BID 2019 LOCAL ROAD PROGRAM</b>	<b>ITEM NO.</b> <i>G.14.</i>

### **BACKGROUND**

Pursuant to Municipal Code section 19.11, Common Council must authorize the solicitation of bids for public construction that exceeds \$25,000.

The proposed 2019 Road Program was presented to the Board of Public Works on July 10, 2018, and forwarded to the City Finance Director. The Engineering Department requested approximately \$1.2M. Depending on bids, portions of the following roads are included this year: W. Minnesota Avenue; S. 68<sup>th</sup> Street; W. Imperial Drive; W. Pebble Beach Court; W. Southwood Drive; W. Thorncrest Drive; S. Scepter Lane; W. Cascade Drive; W. Tumblecreek Drive; S. 50<sup>th</sup> Street; S. Chapel Hill Drive; and W. Hilltop Drive. The prioritized list is attached. If the bids do not allow all roads to be included, roads will be eliminated from the bottom of the list moving up.

### **OPTIONS**

- A. Direct Staff to proceed to advertise and bid project. Note that the bids will return to Common Council for awarding project. Or,
- B. Refer back to Staff with further direction.


### **FISCAL NOTE**

The approved 2019 Street Improvement Fund (Fund 47) includes \$975,000 for this project.

### **RECOMMENDATION**

(Option A) Direct Staff to solicit contractors per compliance with applicable public works bidding requirements for the 2019 Local Road Program.

	STREET	LIMITS	RATING	LENGTH (LF)	SECTION	PULVERIZE/ MILL	ESTIMATED PROJECT COST
1	W. Minnesota Ave.	Termini to S. 27th St.	3	1,870	Rural	Pulverize	\$ 95,458
2	S. 68th St.	W. Pineberry Ridge to 158 ft. North of Wildwood Creek	3	730	Rural	Pulverize	\$ 41,817
3	S. 68th St.	W. Lindner Dr. to W. Brunn Dr.	3	725	Rural	Pulverize	\$ 35,642
4	S. 68th St.	W. Lindner Dr. to W. Brunn Dr.	3	425	Urban	Mill	\$ 22,119
5	S. 68th St.	S. Park View Ct. to Loomis Rd.	3	2,140	Rural	Pulverize	\$ 105,073
6	W. Imperial Dr.	S. 83rd St. to S. 76th St.	3	4,260	Urban	Mill	\$ 280,083
7	W. Pebble Beach Ct.	S. Tumblecreek Dr. to Termini	3	460	Urban	Mill	\$ 37,013
8	W. Pebble Beach Ct.	Termini to S. Tumblecreek Dr.	4	415	Urban	Mill	\$ 29,089
9	W. Southwood Dr.	S. 41st St. to S. 35th St.	3	1,650	Urban	Mill	\$ 83,448
10	W. Thorncrest Dr.	S. Sherwood Dr. to S. 35th St.	4	970	Urban	Mill	\$ 49,707
11	S. Scepter Ln.	W. Cascade Dr. to W. Steeple View Ln.	3	470	Urban	Mill	\$ 35,745
12	W. Cascade Dr.	S. Chapel Hill Dr./S. Mission Dr. to S. Scepter Ln.	4	1,125	Urban	Mill	\$ 71,071
13	W. Tumblecreek Dr.	S. 51st St. to S. 46th St.	4	1,555	Urban	Mill	\$ 109,932
14	S. 50th St.	W. Tumblecreek Dr. to 160 ft. South of W. Tumblecreek Dr.	4	160	Urban	Mill	\$ 7,292
	<b>TOTALS</b>			<b>16,955</b>			<b>\$ 1,003,489</b>
15	S. Chapel Hill Dr.	W. Cascade Dr./S. Mission Dr. to W. Beacon Hill Dr.	4	1,175	Urban	Mill	\$ 92,700
	<b>TOTALS</b>			<b>18,130</b>			<b>\$ 1,096,189</b>
16	W. Hilltop Dr.	S. Sherwood Dr. to S. 35th St.	4	1,000	Urban	Mill	\$ 51,074
	<b>TOTALS</b>			<b>19,130</b>			<b>\$ 1,147,263</b>
17	W. Tumblecreek Dr.	S. 46th St. to 1,200 ft. East of S. 46th St.	4	1,250	Urban	Mill	\$ 88,202
	<b>TOTALS</b>			<b>20,380</b>			<b>\$ 1,235,465</b>

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>2/19/2019</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Authorization to Purchase 31 computer replacements for the Police Department and Planning Department for a cost not to exceed \$17,000 to be funded out of the \$100,000 appropriation in the 2019 Capital Outlay budget for "Planned Spending pending additional consideration."</b>	<b>ITEM NUMBER</b> <i>G.15.</i>

The 2018 and 2019 departmental Capital Outlay budgets included funding for IT's major Windows 10 Personal Computer (PC) Replacement and Office 2019 License Upgrade project. Instead of purchasing 120+ personal computers all in one year, half were purchased in 2018 and the other half budgeted to be purchased in 2019. In reviewing the 2019 departmental Capital Outlay budgets for purchase of the 2019 PC replacements, it was discovered that 30 computer replacements for the Police Department and 1 computer replacement for the Planning Department were not prioritized and not specifically authorized in the adopted 2019 budget.

As this PC replacement is critical for the Windows 10 and Office 2019 license upgrade, the Director of Administration is recommending and requesting authorization to purchase the additional 31 PC replacements. A specific and appropriate funding source is available. The 2019 Budget for the Capital Outlay Fund incorporated an additional \$100,000 appropriation for "Planned Spending pending additional consideration." Aldermen may recall the discussion during the budget process that this is different than contingency. Contingency is an appropriation for an unplanned expenditure. In this instance the appropriation is fully expected to be spent during 2019, but staff was going to continue to evaluate the range of unfunded items and come back to the Council with recommendations as specific needs became more apparent or critical.


Use of this appropriation is perfect for this purpose as these 31 computers are critical because the associated license and software upgrades are an essential component of other security related efforts. Use of the appropriation does not require a budget modification but it does require Common Council approval.

The expected cost for the 30 Police Department and 1 Planning Department computers is \$15,810. Therefore, staff requests approval to purchase 31 computers for a cost not to exceed \$17,000 to be funded out of the \$100,000 that was appropriated in the 2019 Capital Outlay budget for "Planned Spending pending additional consideration."

Including the other budgeted computers for other departments, all of the 55 PC replacements for 2019 will be ordered through PDS, the same vendor that the City ordered the other 56 PCs from last year. PDS is an HP value-added reseller that provides uniform pricing under the State of Wisconsin contract and has consistently served the City well on some other complex network projects the last couple years.

### **COUNCIL ACTION REQUESTED**

Motion to authorize the purchase of the additional 31 computer replacements for the Police Department and Planning Department for a cost not to exceed \$17,000 to be funded out of the \$100,000 appropriation in the 2019 Capital Outlay budget for "Planned Spending pending additional consideration."

<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>2/19/2019</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Update on City Hall Roof, HVAC, and Fascia Wood Replacement Project</b>	<b>ITEM NUMBER</b> <b>G.16,</b>

The purpose of this document is to provide a status update on the City Hall Roof, HVAC, and Fascia Wood Replacement Project. No action is requested at this time.

City staff met with the Architects for the initial project kickoff meeting. Following is the tentative schedule for milestones and future meetings with the Architect with a very brief summary of the main purpose for the meeting.

**Meeting 2: February 19, 2019, 8:30am – Location: City Hall:** Review the updated plans and elevations, including 2-3 schematic design options with material samples. Preliminary consideration of items that can be bid as alternates.

**Meeting 3: March 5, 2019, 8:30am – Location: City Hall:** Review revised Schematic Design Options necessary for schematic design presentation to Common Council for final staff recommendation.

**Meeting 4: March 12, 2019, 8:30am – Location: City Hall:** Review the preliminary draft Design Development Report content, including the updated plans, elevations, colors and materials.

**Report Due: March 15, 2019, provide to staff the Design Development Report consisting of the following:**

- Overview of Project
- Basis of Design (Written scope narrative for all disciplines)
- Design Development Site and Floor Plans, Elevations and Sections, as applicable.
- Add alternate for new vestibule at primary entry and overhangs at secondary entries.
- Preliminary Cost Estimates
- Preliminary Schedule

**Meeting 5: March 19, 2019, 6:30 pm – Location: Council Chambers:** Common Council consideration of the Design Development Report, and, if approved, authorization for Phase 2 of the project (development of construction plans and bid documents).

If any Alderman intends to attend the meetings, please notify the Director of Administration at least 24 hours in advance. If more than two Aldermen indicate the intent to participate, a public notice will be prepared and published.

Since it is difficult to precisely estimate final bid pricing, the Design Report is being developed with alternatives that can be included in the bidding and awarded or excluded at the time the construction contract is awarded. Following is the current draft budget estimate for the project anticipating two ranges as to how the project costs could be allocated between the primary construction disciplines.


		Low Range Estimate	Mid/High Range Estimate
HVAC	Construction Estimate	580,000	640,000
Roof Areas	Construction Estimate	400,000	450,000
Cladding and Façade	Construction Estimate	500,000	450,000
Deviation/Contingency		116,480	56,480
Architect (including sub contractors)			
Phase 1		38,620	38,620
Phase 2		139,900	139,900
Total Project for 2019		1,775,000	1,775,000

Please note that the following items, which were previously authorized by the Common Council, will come from the Contingency portion of the budget: Tower Antennae Analysis (located on top of City Hall) for \$1,330; and potential cost overruns on the Clerk's Office Carpeting Project due to asbestos remediation estimated at \$10,000 to \$15,000.

### **COUNCIL ACTION REQUESTED**

This update is for informational purposes; no action is requested.



<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>2/19/2019</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>Budget Preparation Timetable for the 2020 Budget</b>	<b>ITEM NUMBER</b> <i>G.17.</i>

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

Consistent with the budget practice that was approved by Common Council in July of 2012, the attached budget calendar establishes the timeline for annual Aldermanic consideration of the Mayor's proposed 2020 budget. It commences with the initial distribution of the Mayor's proposed budget and concludes with the Common Council meeting for the public hearing and adoption of the annual budget. As with recent years, the calendar provides time for Aldermen to contact Department Heads directly with questions and for Aldermen to work together in Committee to review the proposed budget and/or meet with staff.

This year's proposed schedule generally reflects the schedule used in recent years with the regular Common Council meeting for Tuesday, September 17, for presentation and overview of the Mayor's recommended budget and major budget initiatives. The remainder of the budget timetable coincides with regularly scheduled Committee of the Whole and Common Council meetings and provides time for additional special meetings if determined necessary at the discretion of the Council at that time. A special Common Council meeting for the budget hearing and adoption is not necessary since the second meeting of November is on the 19th and is not during the same week as Thanksgiving. This time frame still allows sufficient time needed to prepare and distribute property tax bills. [Note that if, in the future, the Common Council alters its regular summer meeting schedule or alters the October/November meeting schedule, the budget calendar dates would be adjusted accordingly.]

As noted in prior years, the November 19th public hearing date does not provide an opportunity to delay adoption of the budget to a future regular Common Council meeting due to the work necessary to prepare and distribute property tax bills. As such, if not adopted on November 19th, then a Special Common Council meeting for shortly thereafter would be necessary. The expectation is that this would not be necessary as the Common Council would already have had the budget to consider for 9 weeks.

### **COUNCIL ACTION REQUESTED**

Motion to adopt the 2020 Annual Budget - Budget Preparation Timetable, dated February 15, 2019, as presented, subject to any future regular meeting schedule changes if so made by the Common Council.

**City of Franklin**  
**2020 Annual Budget**  
**BUDGET PREPARATION TIMETABLE**  
**February 15, 2019**

**Schedule**

Tuesday, September 17	Common Council Meeting Agenda Item: Presentation on overview of budget and major budget initiatives. Aldermen determine or identify additional materials or information needed for 9/30 budget discussions.
Wednesday September 18 To Monday, September 30	Aldermen may contact department heads with budget questions.
Monday, September 30	Committee of the Whole Agenda Item: Review of Mayor's Recommended Budget.
Tuesday, October 1 & 15	Alternate days for an additional Committee of the Whole meeting and budget discussion in conjunction with regular Common Council meeting.
Wednesday, October 16	Last regular work day for budget changes to be included in the Public Hearing notice.
Wednesday, October 16 To Wednesday, October 23	Preparation and Submission of Public Hearing Notice.
Wednesday, October 30	Publication of Proposed Budget and Hearing Notice.
Monday, November 4 & Tuesday, November 5	Regular Committee of the Whole & Common Council meetings available for discussion of any budget topics as may be needed.
Tuesday, November 19	<b><u>Regular Common Council Meeting:</u></b> Public Hearing on the Proposed Annual Budget AND Adoption of Annual Budget. [Note: The late date does not provide opportunity for delay of adoption without a special meeting soon thereafter.]

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

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>2/19/19</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER</b> <b>H.1.</b>
<p data-bbox="181 390 954 428">See attached listing from meeting of February 19, 2019.</p> <p data-bbox="518 1507 1092 1545" style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p>		



9229 W. Loomis Road  
Franklin, WI 53132-9728

414-425-7500

## License Committee

### Agenda\*

### Aldermen's Room

February 19, 2019 – 5:55 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Special Event 6:00pm	<b>Mulligan's Irish Pub &amp; Grill – St. Patrick's Day Party</b> Person in Charge: Brian Francis Location: 8933 S 27 <sup>th</sup> Street Date of Event: 3/17/2019			
Operator	<b>Nicole J Baraniak</b> 6412 W Lincoln Ave West Allis, WI 53219 Landmark, The			
Operator	<b>Milan Djurina</b> 2326 W Clayton Crest Ave Milwaukee, WI 53221 Croatian Park			
Operator	<b>Jamie L Gorski</b> 3201 W Birchwood Ave Milwaukee, WI 53221 Swiss Street Pub & Grill			
Operator	<b>Brian A Krasowski</b> 2936A S 13 <sup>th</sup> St Apt 2 Milwaukee, WI 53215 Top Prize Dog			
Operator	<b>Jane M Michael</b> 3720 7 Mile Rd Caledonia, WI 53108 Andy's On Ryan Rd			
Operator	<b>Christina M Ryan</b> 6952 W Imperial Dr Franklin, WI 53132 Swiss Street Pub & Grill			
3.	Adjournment			
		Time		

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

<b>APPROVAL</b> <i>Slw AR</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>2/19/19</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I. 1</b>

Attached are vouchers dated February 2, 2019 through February 14, 2019 Nos. 172508 through Nos. 172706 in the amount of \$ 2,055,695.25. Included in this listing are EFT's Nos. 3948 through Nos. 3957, Library vouchers totaling \$ 7,178.74, Property Tax Refunds totaling \$ 19,232.50, and Water Utility vouchers totaling \$ 775,303.13.

Early release disbursements dated February 2, 2019 through February 13, 2019 in the amount of \$ 364,427.82 is provided on a separate listing and is also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated February 15, 2019 is \$ 384,275.07 previously estimated at \$ 395,000.00. Payroll deductions dated February 15, 2019 are \$ 416,165.59 previously estimated at \$ 425,000.00.

The estimated payroll for March 1, 2019 is \$ 395,000.00 with estimated deductions and matching payments of \$ 222,000.00.

*\*\*Property Tax refunds are being issued from the City bank account with Property Tax funding City periodically.*

Attached is a list of property tax refunds EFT's Nos. 248 through Nos. 250 dated February 2, 2019 through February 14, 2019 in the amount of \$ 8,006,391.19. \$ 8,000,000 of this represents the transfer of collections to investment accounts and \$ 6,391.19 is reimbursement of tax refunds. These payments have been released as authorized under Resolution 2013-6920.

Approval to release payment to Bond Trust Services for principal and interest in the amount of \$ 10,340,680.00.

Approval to release payment #11 to Knight Barry, Inc for Ballpark Commons in the amount of \$1,204,299.59.

Approval to release payment #12 to Knight Barry, Inc for Ballpark Commons in the amount of \$1,046,898.68.

Approval to release payment #13 to Knight Barry, Inc for Ballpark Commons in the amount of \$729,555.81.

### ***COUNCIL ACTION REQUESTED***

Motion approving the following:

- City vouchers with an ending date of February 14, 2019 in the amount of \$ 2,055,695.25 and
- Payroll dated February 15, 2019 in the amount of \$ 384,275.07 and payments of the various payroll deductions in the amount of \$ 416,165.59 plus City matching payments and
- Estimated payroll dated March 1, 2019 in the amount of \$ 395,000.00 and payments of the various payroll deductions in the amount of \$ 222,000.00, plus City matching payments and
- Property Tax refunds and investments with an ending date of February 14, 2019 in the amount of \$ 8,006,391.19 and
- The release of payment to Bond Trust Services in the amount of \$10,340,680.00 and
- The release of payment to Knight Barry, Inc. in the amount of \$1,204,299.59 and
- The release of payment to Knight Barry, Inc. in the amount of \$1,046,898.68 and
- The release of payment to Knight Barry, Inc. in the amount of \$ 729,555.81.

**ROLL CALL VOTE NEEDED**