

|                              |                                                                                                                                                                                                                                   |                            |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| Approval <i>slw</i>          | Council Action Sheet                                                                                                                                                                                                              | MEETING DATE<br>02/05/2018 |
| REPORTS &<br>RECOMMENDATIONS | Authorize staff to contract Ehlers, Inc. for up to \$15,000 to conduct pro forma review and financial analysis of creation of a new Tax Increment District No. 7 in the area currently identified as Tax Increment District No. 4 | ITEM NUMBER<br><i>G.3.</i> |

The Developer Community's interest in the future Franklin Corporate Park, identified also as Area D, a subset of TID No. 4 bounded by S. Oakwood Avenue to the North, S. 27<sup>th</sup> Street to the East, and S. County Line Road to the South, continues to grow as staff fields several prospects for large (100,000 square foot and up) speculative buildings that are in early stages of consideration as well as two existing industrial users who are seeking expansion/relocation space. As staff confidence grows that one of these proposals will likely turn into a project within the next year, there is a timing concern as funds can only be expended in TID No. 4 through June 4<sup>th</sup>, 2020. This does not provide enough time to build and use increment for private development and public infrastructure.

Staff believes that analysis work from Ehlers will

Staff requests authorization to contract with the City's financial consultant, Ehlers, Inc., for "Phase 1 – Feasibility Analysis" (\$5,900) help determine feasible uses of existing increment in TID No. 4, timeline for closing TID No. 4 and creating a new TID No. 7, provide a determination as to what the boundaries of the new TID should be, and analyze TID No. 7 performance based on new boundaries and development assumptions. Authorization to further contract Ehlers for assistance in Phases II and III will be sought as needed in the future.

There is sufficient funding in the TID No. 4 budget to accommodate the full \$15,000 expenditure should we execute all phases of the contract.

#### COUNCIL ACTION REQUESTED

Authorize staff to contract Ehlers, Inc. for up to \$15,000 to conduct additional financial analysis of a potential overlay of Tax Increment District No. 4.

## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_\_ day of February, 2019, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ehlers, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N21 W23350 Ridgeview Parkway West, Suite 100, Waukesha, Wisconsin, 53188.

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

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

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

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

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

### **I. BASIC SERVICES AND AGREEMENT ADMINISTRATION**

- A. CONTRACTOR shall provide services to CLIENT for tax incremental financing services as described in CONTRACTOR's proposals to CLIENT dated November 28, 2018, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

### **II. FEES AND PAYMENTS**

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

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.

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

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

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

### **IV. ASSISTANCE AND CONTROL**

- A. Director of Economic Development, Calli Berg, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Director of Economic Development, Calli Berg CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

### **V. TERMINATION**

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.

- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

## **VI. INSURANCE**

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

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

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

## **VII. INDEMNIFICATION AND ALLOCATION OF RISK**

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.

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

#### **VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of February 6, 2019.

#### **IX. DISPUTES**

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

#### **X. RECORDS RETENTION**

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

## **XI. CONTROLLING TERMS AND PROVISIONS**

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

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

CITY OF FRANKLIN, WISCONSIN

EHLERS, INC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

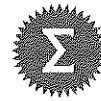
BY: \_\_\_\_\_

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

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

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

# ATTACHMENT A



**EHLERS**  
LEADERS IN PUBLIC FINANCE

January 18, 2019

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

Re: Written Municipal Advisor Client Disclosure with the City of Franklin ("Client") for 2019 TID 7 creation overlay of TID #4 Business park ("Project" Pursuant to MSRB Rule G-42)

Dear Calli and Paul:

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

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

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

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

We look forward to working with you on this Project.

Sincerely,

Ehlers

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

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



## **Appendix A**

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

#### **Actual/Potential Material Conflicts of Interest**

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

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

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

#### **Affiliated Entities**

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

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

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

#### **Payments from Third Parties**

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

#### **Payments/Fee-splitting Arrangements**

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

#### **Municipal Advisor Registration**

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

#### **Material Legal or Disciplinary Events**

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



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

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

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

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

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

#### **MSRB Contact Information**

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

## Appendix B

### Tax Incremental Financing Services

#### Scope of Service

Client has requested that Ehlers assist Client with Creation of TID #7 Overlay District of TID #4 ("Project"). Ehlers proposes and agrees to provide the following scope of services:

#### Phase I – Feasibility Analysis

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

- Consult with appropriate Client officials to identify the Client's objectives for the Project.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the "but for" test.
- If the Project includes creation of or addition of territory to a district, identify preliminary boundaries and gather parcel data from Client. Determine compliance with the following statutory requirements as applicable:
  - Equalized Value test.
  - Purpose test (industrial, mixed use, blighted area, in need of rehabilitation or conservation, or environmental remediation).
  - Newly-platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
  - Identification of the type or types of districts that may be created.
  - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
  - A summary of the development assumptions used with respect to timing of construction and projected values.
  - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
  - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
  - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
  - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
  - A draft time table for the Project.

- Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
- When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
- Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the Client's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the Client's staff, Plan Commission or governing body.

## Phase II – Project Plan Development and Approval

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

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

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

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

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

### Phase III – State Submittal

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

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

### Compensation

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

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

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

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

### Payment for Services

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

### Client Responsibility

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

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

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

|                                          |                                                                                                                                                                                                                                                                                        |                                           |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>APPROVAL</b><br><br><i>slw</i>        | <b>REQUEST FOR<br/>COUNCIL ACTION</b>                                                                                                                                                                                                                                                  | <b>MEETING<br/>DATE</b><br><br>02/05/19   |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b> | <b>RESOLUTION CONDITIONALLY APPROVING<br/>A LAND COMBINATION FOR TAX KEY NOS.<br/>739-0019-000 AND 739-0106-000<br/>(6943 S. TUMBLECREEK DRIVE AND<br/>OUTLOT 16 OF PLAT OF OUTLOTS<br/>1 THROUGH 5 OF TUMBLECREEK)<br/>(DEBORAH CALVERLEY AND KEVIN J.<br/>CALVERLEY, APPLICANTS)</b> | <b>ITEM<br/>NUMBER</b><br><br><i>G. 4</i> |

At their January 24, 2019 meeting, the Plan Commission recommended approval of a resolution conditionally approving a Land Combination for Tax Key Nos. 739-0019-000 and 739-0106-000 (6943 S. Tumblecreek Dr. and Outlot 16 of Plat of Outlots 1 through 5 of Tumblecreek) (Deborah Calverley and Kevin J. Calverley, Applicants).

**COUNCIL ACTION REQUESTED**

A motion to adopt Resolution No. 2019-\_\_\_\_\_, a resolution conditionally approving a Land Combination for Tax Key Nos. 739-0019-000 and 739-0106-000 (6943 S. Tumblecreek Dr. and Outlot 16 of Plat of Outlots 1 Through 5 of Tumblecreek) (Deborah Calverley and Kevin J. Calverley, Applicants).

Department of City Development: BDK

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

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

A RESOLUTION CONDITIONALLY  
APPROVING A LAND COMBINATION FOR  
TAX KEY NOS. 739-0019-000 AND 739-0106-000  
(6943 SOUTH TUMBLECREEK DRIVE AND OUTLOT 16 OF  
PLAT OF OUTLOTS 1 THROUGH 5 OF TUMBLECREEK)  
(KEVIN J. CALVERLEY AND DEBORAH J. CALVERLEY, APPLICANTS)

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WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a proposed land combination for Kevin J. Calverley and Deborah J. Calverley to accommodate construction of a fence on a portion of Outlot 16 of Plat of Outlots 1 through 5 of Tumblecreek, adjoining the Calverley residential property at 6943 South Tumblecreek Drive (Lot 19); bearing Tax Key Nos. 739-0019-000 and 739-0106-000 (Outlot 16), more particularly described as follows:

Property Description for 6943 South Tumblecreek Drive:

Lot Nineteen (19), in Tumblecreek, being a Subdivision of part of the Southwest One-Quarter (1/4) of the Southwest One-Quarter (1/4) of Section One (1), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Property Description for Outlot 16:

Outlot Sixteen (16) of Plat of Outlots One (1) Thru Five (5) of Tumblecreek, being a Subdivision of Outlots One (1) Thru Five (5) of Tumblecreek, being a part of the Southwest One-Quarter (1/4) of the Southwest One-Quarter (1/4) of Section One (1), Township Five (5) North, Range Twenty-One (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

WHEREAS, the Plan Commission having reviewed such application and recommended approval thereof and the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed land combination is appropriate for approval pursuant to law upon certain conditions, all pursuant to §15-9.0312 of the Unified Development Ordinance, Land Combination Permits.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the proposed land combination for Kevin J. Calverley and Deborah J. Calverley, as submitted by Kevin J. Calverley and Deborah J. Calverley, as described above, be and the same is hereby approved, subject to the following conditions:



KEVIN J. CALVERLEY AND DEBORAH J. CALVERLEY – LAND COMBINATION  
RESOLUTION NO. 2019-\_\_\_\_\_

Page 2

1. Kevin J. Calverley and Deborah J. Calverley, 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 Kevin J. Calverley and Deborah J. Calverley land combination project, 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.
2. The approval granted hereunder is conditional upon Kevin J. Calverley and Deborah J. Calverley and the land combination project for the property located at 6943 South Tumblecreek Drive and Outlot 16 of Plat of Outlots 1 through 5 of Tumblecreek: (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.

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

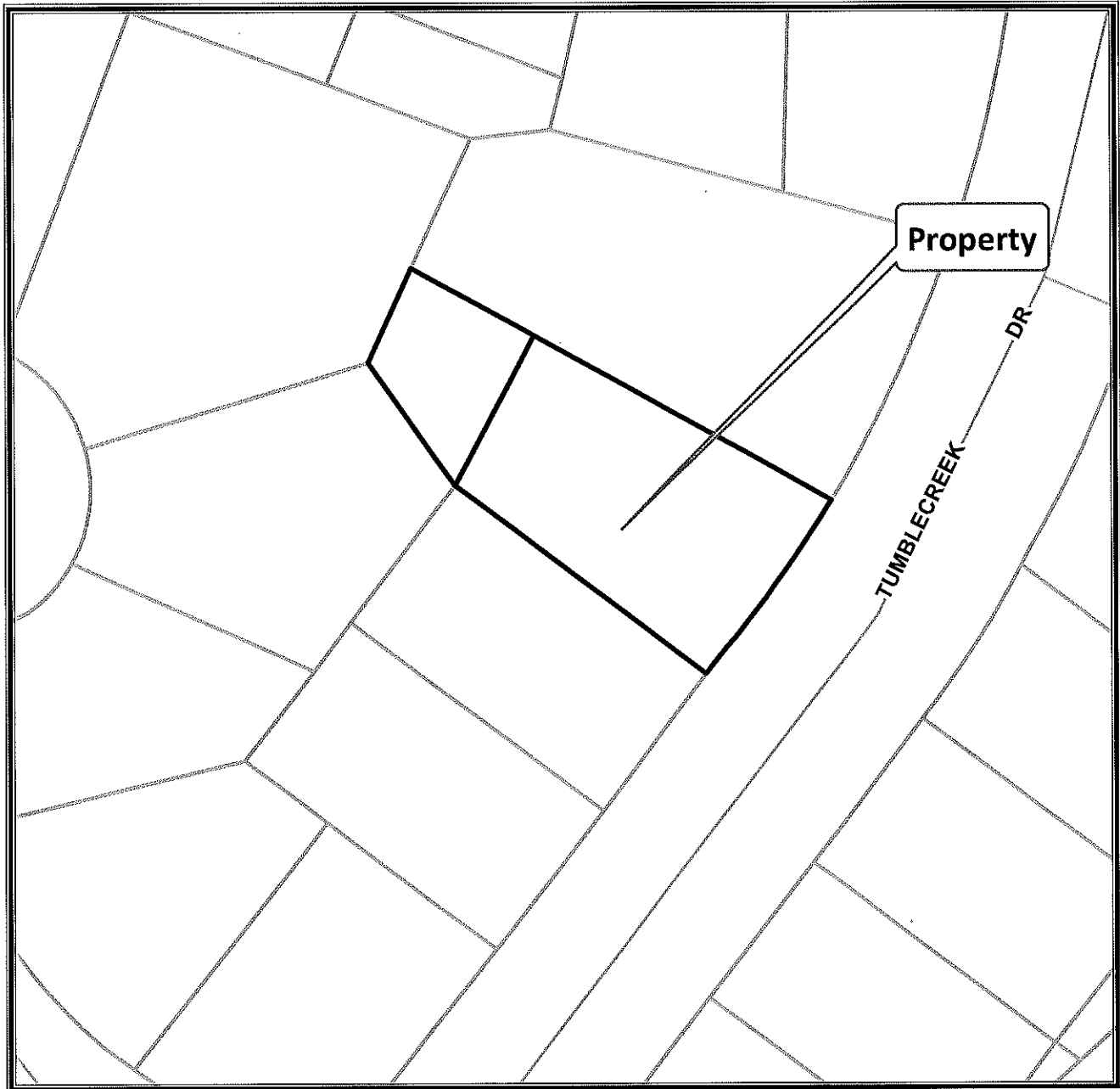
ATTEST:

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

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



6943 W. Tumblecreek Drive  
TKNs: 739 0019 000  
739 0106 000



**Planning Department**  
**(414) 425-4024**

0 37.5 75 150 Feet

*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.*



2017 Aerial Photo



## CITY OF FRANKLIN



## REPORT TO THE PLAN COMMISSION

Meeting of January 24, 2019

**Land Combination Permit**


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**RECOMMENDATION:** City Development Staff recommends approval of the proposed Land Combination for property located at 6943 S. TumbleCreek Drive and Outlot 16 of Plat of Outlots 1 thru 5 of Tumblecreek.

---

|                                       |                                                                                                                                                       |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Name:</b>                  | Calverley Land Combination                                                                                                                            |
| <b>Project Address:</b>               | 6943 S. TumbleCreek Drive                                                                                                                             |
| <b>Applicant:</b>                     | Kevin and Deborah Calverley                                                                                                                           |
| <b>Owners (property):</b>             | Kevin and Deborah Calverley                                                                                                                           |
| <b>Current Zoning:</b>                | Planned Development District No. 2                                                                                                                    |
| <b>Future Land Use Designation:</b>   | Residential                                                                                                                                           |
| <b>Use of Surrounding Properties:</b> | Residential                                                                                                                                           |
| <b>Applicant Action Requested:</b>    | Approval of the proposed Land Combination for property located at 6943 S. TumbleCreek Drive and Outlot 16 of Plat of Outlots 1 thru 5 of Tumblecreek. |

---

**PROJECT DESCRIPTION AND ANALYSIS:**

On November 28, 2018, Kevin and Deborah Calverley filed a Land Combination Permit Application with the Department of City Development, requesting approval to combine the property located at 6943 S. TumbleCreek Drive and Outlot 16 of Plat of Outlots 1 thru 5 of Tumblecreek. They intend to construct a fence across both properties.

The property located at 6943 S. TumbleCreek Drive contains a single-family home and is approximately 0.22-acres or 9,583 square feet. The resultant property will have an area of approximately 0.29 acres or 12,632 square feet.

Outlot No. 19 is approximately 0.07-acres in size and has an existing shed on it. Outlot No. 16 was originally part of Outlot 5 of the Tumblecreek Subdivision Plat, which was intended for a pedestrian easement that never came to fruition. In 1988, a Plat of Outlots 1 thru 5 of Tumblecreek was created which divided Outlot 5 into smaller outlots that were deeded to adjacent property owners. Since then, residents of the Hidden Lakes neighborhood have been combining their lots with their adjacent outlots to form larger lots through the Land Combination process.

According to Section 15-3.0801 of the Unified Development Ordinance (UDO) accessory structures are prohibited on properties without a principal structure. The proposed land combination would allow Mr. and Mrs. Calverley to utilize the two properties as though they were one (1) parcel of land without regard to lot lines dividing the parcels. It appears the existing

shed on Outlot No. 16 was constructed without a Building Permit. As such, the applicant may have to obtain an after the fact Building Permit for the shed from the Inspection Department.

Since both parcels are lots of record that existed prior to August 1, 1998, a Natural Resource Protection Plan is not required. The 0.29-acre property resulting from the land combination will meet the development standards of Planned Development District No. 2.

**STAFF RECOMMENDATION:**

City Development staff recommends approval of the proposed Land Combination for property located at 6943 S. TumbleCreek Drive and Outlot 16 of Plat of Outlots 1 thru 5 of Tumblecreek..

APPENDIX A

PARCEL 1:

TAX KEY NO. 739-0019

LOT NINETEEN (19), IN TUMBLECREEK, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION ONE (1), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.

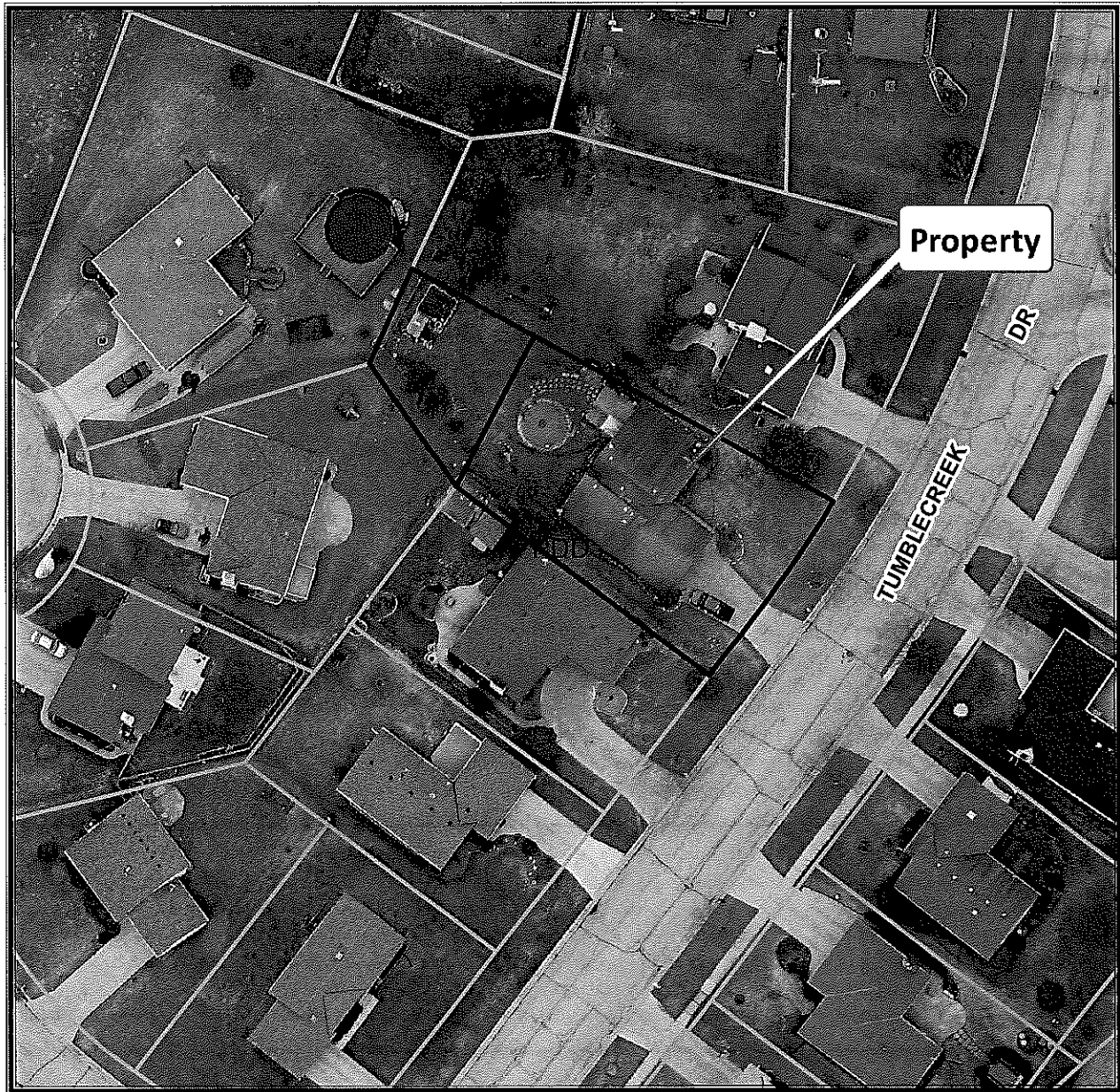
PARCEL 2:

TAX KEY NO. 739-0106

OUTLOT SIXTEEN (16) OF PLAT OF OUTLOTS ONE (1) THRU FIVE (5) OF TUMBLECREEK, BEING A SUBDIVISION OF OUTLOTS ONE (1) THRU FIVE (5) OF TUMBLECREEK, BEING A PART OF THE SOUTHWEST ONE-QUARTER (1/4) OF THE SOUTHWEST ONE-QUARTER (1/4) OF SECTION ONE (1), TOWNSHIP FIVE (5) NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF FRANKLIN, COUNTY OF MILWAUKEE, STATE OF WISCONSIN.



6943 W. Tumblecreek Drive  
TKNs: 739 0019 000  
739 0106 000



**Planning Department**  
**(414) 425-4024**

0 37.5 75 150 Feet

*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.*



2017 Aerial Photo

# PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK

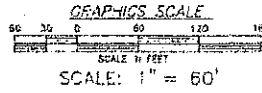
BEING A SUBDIVISION OF PART OF THE S.W. 1/4 OF THE S.W. 1/4 OF SEC. 1, T. 5 N., R. 21 E.,  
IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN.



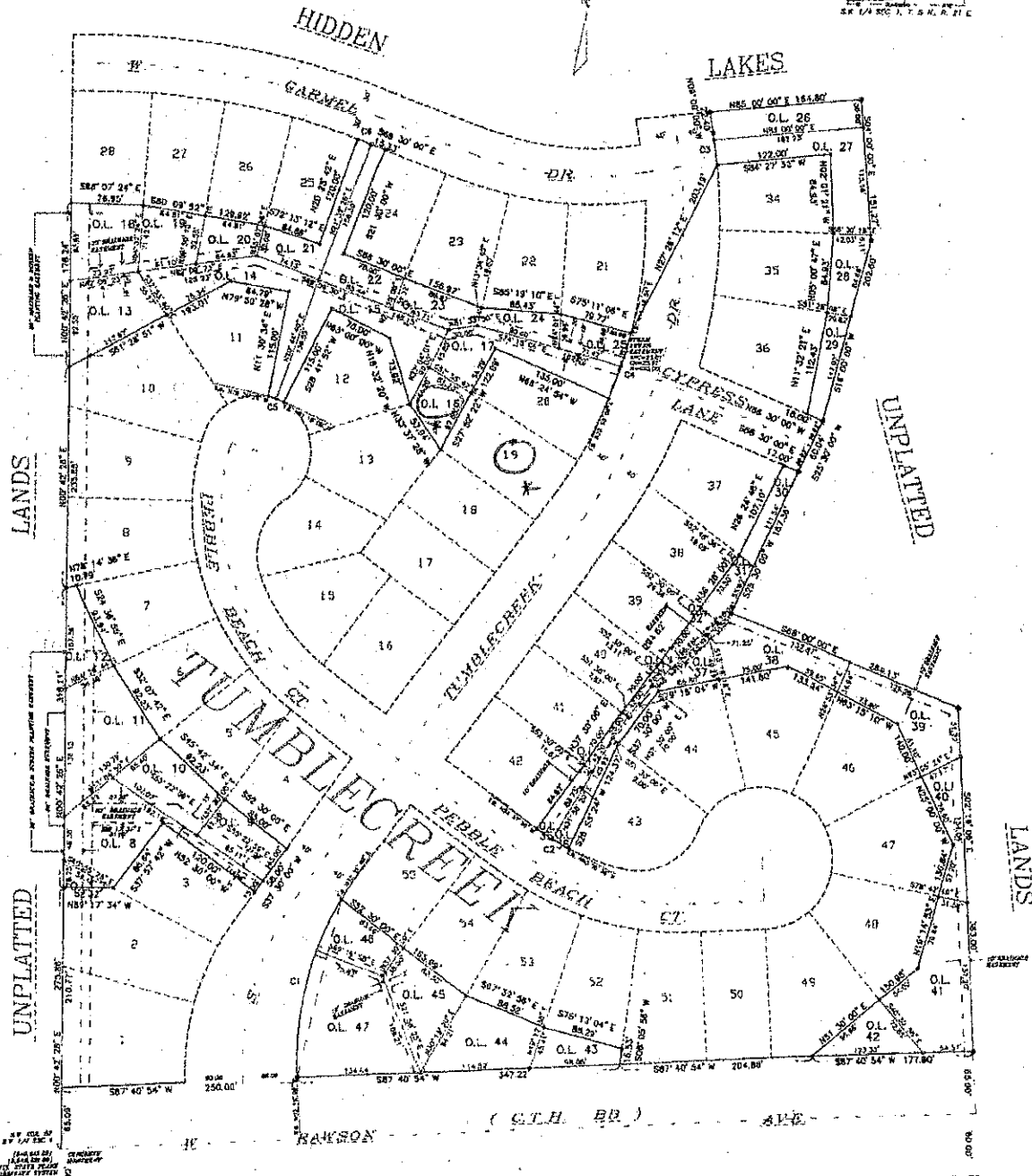
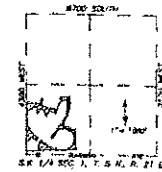
DECEMBER 25, 1931  
REVISED THIS PLAT MAY 27, 1934

## LEGEND

- 1) INDICATES 2" IRON PIPE, WT. 14.5 LBS. PER LINEAL FT., 30" LENGTH
- 2) ALL OTHER OUTLOT CORNERS HAVE 1" IRON PIPE, INDICATES EXISTING
- 3) 1" IRON PIPE MONUMENTS, WT. 1.13 LBS. FOR LINEAL FT., 24" LENGTH
- 4) ALL DIMENSIONS MEASURED AND SHOWN TO NEAREST HUNDREDTH OF A FT.
- 5) ALL DIMENSIONS REFER TO GRID NORTH OF THE HIDDEN CREEK PLAT
- 6) COORDINATE SYSTEM, SOUTH ZONE
- 7) OUTLOTS 41, 42, 43, 44, AND 45 RESTRICTED TO 40 FEET VEHICULAR ACCESS TO N. RANSOM AVE. (C.T.H. RD.)
- 8) OUTLOT 46 RESTRICTED FOR PEDESTRIAN USE MONTESSORI-RODAS TO 10' PLAT RECREATION AREA
- 9) OUTLOT 47 RESTRICTED FOR SPECIAL USE
- 10) ALL UNPLATTED OUTLOTS
- 11) 1/8" INDICATES DANGER WARNING
- 12) SEE SHEET 2 FOR CURVE AND AREA DATA



## LOCATION SKETCH



Deborah and Kevin Calverley  
6943 S. Tumble Creek Dr.  
Franklin, WI 53132  
January 4, 2019

City of Franklin  
9229 W. Loomis Rd.  
Franklin, WI 53132

Staff at the City of Franklin:

Thank you for reviewing our Land Combination request at 6943 S. Tumble Creek Dr., for Lot 19 of Tumble Creek Subdivision and Outlot 16 of Plat of Outlots 1 through 5 of Tumble Creek.

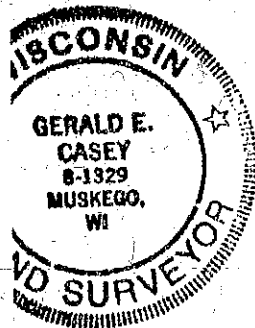
The purpose of this request, to combine the two lands, is to be able to put up a fence in the spring. We have two dogs, so this would be an acceptable way to keep our dogs within and keep coyotes out, as it is known that coyotes do roam the area we live in and within the City of Franklin in general.

If you have any questions, please contact us at (414) 303-4017 or by email at [kcalverley7663@yahoo.com](mailto:kcalverley7663@yahoo.com). Thank you again for your time and consideration of our Land Combination request.

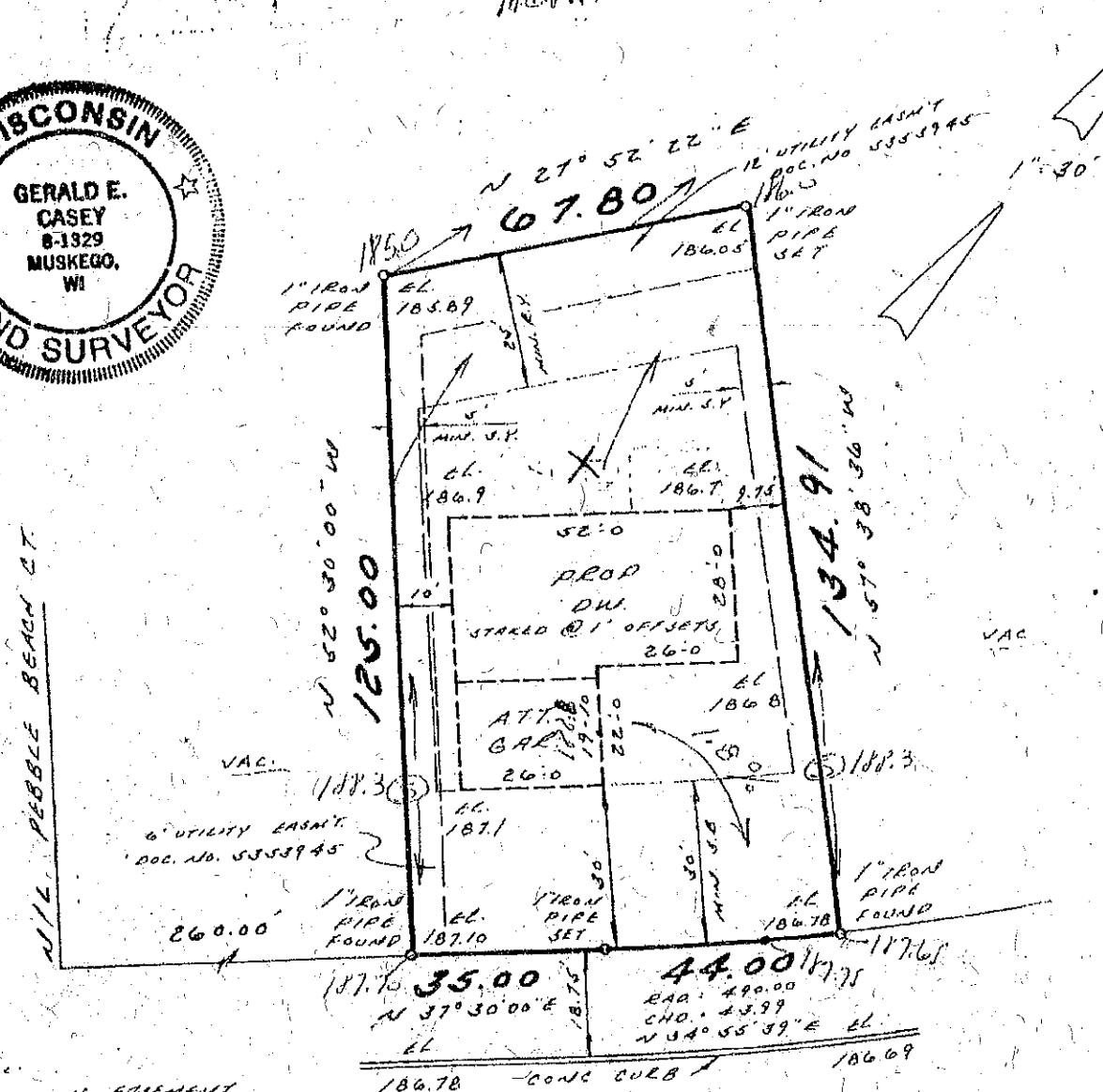
Sincerely,

Deborah and Kevin Calverley





(-1) PAGE FLOOR 1  
 11/11/11  
 M.C. Plan  
 5/21/16



UTILITY EASEMENT  
 GRANTED AS DOC.  
 10. 2729294 IS  
 GENERAL IN NATURE  
 AND DOES NOT APPEAR  
 TO AFFECT THIS PROPERTY.

S. TUMBLECREEK DR.  
 (80' R.O.W.)

ROPOLITAN SURVEY SERVICE, INC.  
 REGISTERED LAND SURVEYORS  
 JANESVILLE RD. HALES CORNERS, WI 53130  
 529-5380

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION OF ALL VISIBLE STRUCTURES AND DIMENSIONS OF ALL PRINCIPAL BUILDINGS THEREON, BOUNDARY FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCROACHMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.

SIGNED Gerald E. Casey  
 Gerald E. Casey  
 Registered Land Surveyor 5329

**BLANK PAGE**

|                              |                                                                                                                                                                                                                          |                             |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| APPROVAL<br><i>slw</i>       | REQUEST FOR COUNCIL ACTION                                                                                                                                                                                               | MEETING DATE<br>02/05/2019  |
| REPORTS &<br>RECOMMENDATIONS | AUTHORIZE EXECUTION OF A CONTRACT FOR DORNER INC. TO CONSTRUCT RAWSON HOMES DRAINAGE IMPROVEMENTS AND WATER MAIN RELAY IN THE AMOUNT OF \$2,261,745.70 AND ALSO CHANGE ORDER NO. 1 IN THE AMOUNT OF \$232,784.50 SAVINGS | ITEM NUMBER<br><i>G, 5,</i> |

### **BACKGROUND**

November 5, 2018, Common Council directed "...staff to continue to work with the Milwaukee Metropolitan Sewerage District and secure funding, and return to Council with the Rawson Homes Drainage and Water Main Relay project." See attached council action from that meeting for a full explanation.

### **ANALYSIS**

Staff worked with Milwaukee Metropolitan Sewerage District (MMSD), the Franklin Board of Water Commissioners, and the low bidder, Dorner Inc., to obtain full funding for the water portions; full funding for the MMSD Green Infrastructure; and modify the scope for the MMSD PPII funding to match the allotment of MMSD PPII funds. Specifically, the Board of Water Commissioners approved the additional funds on November 20, 2018. The MMSD Commission approved the Green funds on January 14, 2019, with the committee expected to provide the signatures on February 1, 2019. MMSD Staff is expected to approve the change in scope for the PPII funding February 4 or 5, 2019.

Dorner Inc. worked with Staff to modify some construction details and consider some items that DPW will self-perform. The resulting Change Order No. 1 for a savings of \$232,784.50 is proposed for Common Council's consideration. The submitted bid of unit prices and expected quantities was \$2,327,781.50 – all deducts of \$66,035.80 = \$2,261,745.70. Change Order No. 1 will lower the anticipated project costs to around \$2,028,961.20.

The only practical change to the project is that the subsurface pipes- ie "storm drainage" element, will not be completed along S. 37<sup>th</sup> Place. This deduct in scope could be accomplished by extending up most of the east side, or only a portion of each side. Staff is prepared to discuss the two options and ramifications with Alderwoman Wilhelm and the residents.

Dorner Inc. has demonstrated good cooperation in bringing this project to bear. Enclosed is a letter where they agreed to hold their bid prices until February 10, 2019. This letter allowed the City to rework the financing and the award details. Dorner has already submitted several shop drawings for review and are anxious to order supplies.

### **OPTIONS**

- A. Authorize execution of contract with Dorner Inc. for the bid amount of \$2,261,745.70 to construct the project AND execute Change Order No. 1 in the amount of \$232,784.50 making the total project costs \$2,028,961.20. Or
- B. Refer back to Staff with further direction. Note that the contractor's bid will expire after February 10, 2019, unless it is again extended.

**FISCAL NOTE**

There is adequate funding available as reimbursement from MMSD and the Franklin Water Utility. Other than DPW-self performing some project elements, there are no tax dollars dedicated to the construction of this project.

To summarize the anticipated funding sources:

|                |                                                                                    |
|----------------|------------------------------------------------------------------------------------|
| \$ 439,502.25  | MMSD Green funding                                                                 |
| \$ 427,107.25  | MMSD PPII funding                                                                  |
| \$1,162,351.70 | Franklin Water Utility funding                                                     |
| \$2,028,961.20 | Anticipated Total Project Costs (anticipated because this is a unit price project) |

Additionally, consultant (Ruekert-Mielke) invoices will be allocated 70/30 to Green/PPII funding and reimbursable by MMSD

**COUNCIL ACTION REQUESTED**

(OPTION A) Motion to authorize execution of a contract for Dorner Inc. to construct Rawson Homes Drainage Improvements and Water Main Relay in the amount of \$2,261,745.70 and also Change Order No. 1 in the amount of \$232,784.50 savings.

ENG-GM

|                           |                                                                                |                                      |
|---------------------------|--------------------------------------------------------------------------------|--------------------------------------|
| <b>APPROVAL</b>           | <b>REQUEST FOR COUNCIL ACTION</b>                                              | <b>MTG. DATE</b><br>November 5, 2018 |
| Reports & Recommendations | <b>STATUS OF RE-BID FOR RAWSON HOMES DRAINAGE AND WATER MAIN RELAY PROJECT</b> | <b>ITEM NO.</b>                      |

### **BACKGROUND**

The Bids for the combined Rawson Homes drainage and water relay projects were rejected by Common Council on June 5, 2018. Those five bids ranged from \$2,524,650 to \$4,606,585. It was anticipated that it was advantageous to rebid later in the year.

Staff worked with the Consultant to rebid and allow the City to award some or all alternates. In addition, each alternate has some optional deductions to offer savings. The new bid package was structured as follows:

- BASE BID – Biofilter and drainage improvements on S. 36<sup>th</sup> Street (north of W. Madison Blvd.) and W. Missouri Ave.
- ALTERNATE 1 – Water main relay on S. 36<sup>th</sup> Street (north of W. Madison Blvd.) and W. Missouri Ave.
- ALTERNATE 2 – Drainage improvement on S. 37<sup>th</sup> Place (north of W. Madison Blvd.).
- ALTERNATE 3 – Water main relay on W. Madison Blvd (west of S. 36<sup>th</sup> Street) and S. 37<sup>th</sup> Place (north of W. Madison Blvd).
- ALTERNATE 4 – Water main relay on S. 36<sup>th</sup> Street (south of W. Madison Blvd).
- ALTERNATE 5 – Water main relay on S. 37<sup>th</sup> Place (south of W. Madison Blvd) and W. Marquette Ave. (west of S. 36<sup>th</sup> Street).
- ALTERNATE 6 – Water main relay on W. Madison Blvd. and W. Marquette Ave. (east of S. 36<sup>th</sup> Street) and S. 35<sup>th</sup> Street.

Bids were received for the revised project on October 24, 2018. It was advantageous to rebid later in the year. Although these bids are better, there is still not enough appropriations to complete the entire project. A full bid analysis (5 pages) is attached. The summary is as follows:

|                       | <b>Engineer's<br/>Estimate</b> | <b>Wanasek<br/>Corp.</b> | <b>Super<br/>Excavators</b> | <b>Globe<br/>Contractors</b> | <b>Dorner, Inc.</b> |
|-----------------------|--------------------------------|--------------------------|-----------------------------|------------------------------|---------------------|
| Base Bid              | \$876,675.00                   | \$699,048.00             | \$1,206,460.00              | \$832,020.00                 | \$781,960.50        |
| Base Opt Deducts      | \$6,975.00                     | \$3,560.00               | \$3,325.00                  | \$7,325.00                   | \$6,370.00          |
| Alternate 1           | \$399,755.00                   | \$495,262.00             | \$555,605.00                | \$461,070.00                 | \$345,060.00        |
| Alt 1 Opt Deducts     | \$37,275.00                    | \$9,940.00               | \$12,425.00                 | \$12,425.00                  | (\$21,321.30)       |
| Alternate 2           | \$399,575.00                   | \$316,365.00             | \$565,885.00                | \$343,120.00                 | \$306,163.50        |
| Alt 2 Opt Deducts     | \$6,750.00                     | \$6,200.00               | \$5,250.00                  | \$9,250.00                   | \$4,900.00          |
| Alternate 3           | \$402,425.00                   | \$509,596.00             | \$571,335.00                | \$471,835.00                 | \$343,590.00        |
| Alt 3 Opt Deducts     | \$39,225.00                    | \$10,460.00              | \$13,075.00                 | \$13,075.00                  | (\$22,436.70)       |
| Alternate 4           | \$138,415.00                   | \$173,761.00             | \$204,220.00                | \$154,455.00                 | \$119,120.00        |
| Alt 4 Opt Deducts     | \$12,225.00                    | \$3,260.00               | \$4,075.00                  | \$4,075.00                   | (\$6,992.70)        |
| Alternate 5           | \$259,410.00                   | \$319,596.00             | \$361,786.00                | \$288,660.00                 | \$219,025.00        |
| Alt 5 Opt Deducts     | \$23,100.00                    | \$6,160.00               | \$7,700.00                  | \$7,700.00                   | (\$13,213.20)       |
| Alternate 6           | \$254,635.00                   | \$311,232.00             | \$363,725.00                | \$281,925.00                 | \$212,862.50        |
| Alt 6 Opt Deducts     | \$23,325.00                    | \$6,220.00               | \$7,775.00                  | \$7,775.00                   | (\$13,341.90)       |
| Total Base + All Alts | \$2,730,890.00                 | \$2,824,860.00           | \$3,829,016.00              | \$2,833,085.00               | \$2,327,781.50      |
| Total Opt Deducts     | \$148,875.00                   | \$45,800.00              | \$53,625.00                 | \$61,625.00                  | (\$66,035.80)       |

## ANALYSIS

If the entire project is awarded based on the received bids, Dorner, Inc. would be awarded the project for \$2,327,781.50. Conversations with the bidder indicate that they misunderstood the positive/negative implications on how the Optional Deductions would be computed. It is anticipated that a change order could be issued to correct the misunderstanding, but any contract award to Dorner would need to reflect the bid as submitted.

Further breakdown of the bid considers the three funding sources from MMSD Green Infrastructure (GI), MMSD Private Property Inflow and Infiltration (PPII), and the City of Franklin Water Utility.

|                |                        |
|----------------|------------------------|
| \$441,209.29   | MMSD GI                |
| \$646,914.71   | MMSD PPII              |
| \$1,239,667.50 | Franklin Water Utility |

The MMSD GI work (portion of Base Bid) of \$441,209.29 is significantly higher than the \$171,848 identified in the MMSD GI funding agreement. There are additional funds of \$119,075 currently in Franklin's allocation of green infrastructure funds (total \$290,923.00) at MMSD but that is still short of the funds needed for this portion of the project. However, there is expected to be an approximate additional \$300,000 available to Franklin in this program as of January 1, 2019. To access the available funds or anticipated funds, a request to the MMSD Commissioners would need to be made. The process to ask the MMSD Commissioners' approval is approximately 2 months.

Likewise the MMSD PPII work (remainder of Base Bid and Alternate 2) of \$646,914.71 is significantly higher than the \$465,830 identified in the MMSD PPII funding agreement. There are additional funds of \$728,540 currently in Franklin's allocation of PPII funds at MMSD. Like the GI portion, accessing the available funds would require a request to the MMSD Commissioners and that process is also a two-month process.

Although not yet in writing, MMSD staff has assured City Staff that the current funding agreements are intact and these will carry over to 2019. Current policy will allow Franklin to accumulate the current fund balances and add to the anticipated 2019 allocations.

Franklin Staff discussed the situation with MMSD staff and probability of MMSD Commission approval for the GI is a higher probability than any additional requests for the PPII funds under the current funding agreements. As such, Staff recommends that Alternate 2 (Drainage Improvements on S. 37th Place- north of W. Madison Blvd) be removed from the project at this time. This Alternate 2 work could be a future request to MMSD PPII program, performed by City DPW, or never completed.

The Water Utility has a \$1 million (2018) appropriation for this project. Having spent \$38,000 for engineering already, \$962,000 is still available. With a bid of \$1.240 million, additional appropriations would be required to complete this project. Available Water Utility fund balance could be appropriated via a Water Utility 2018 Budget amendment to provide the additional resources.

The Proposed 2019 Water Utility Budget again appropriated this project, and staff will recommend it be removed should a means to award the contract be found in 2018. Should the project need to be advanced to 2019, then the 2019 appropriation should be increased to accommodate its likely cost. **Staff will make this recommendation to the Board of Water Commissioners on November 20, 2018.**

Please note that the amended 2018 Capital projects budget would deplete the Water Utility Fund balance to nearly \$1.5 mil. Given the need for working capital, the Water Utility will be restricted in capital spending until additional fund balance can be accumulated.

Note that the City cannot award any part of the bid with current funding because the green infrastructure portion of the base bid is outside of the funding capacity of the MMSD funding agreement. A redesign with the contractor would be needed.

Per the bidding documents, the City has *"60-days [December 23, 2018] after the Bid opening [October 24, 2018], or for such longer period of time that Bidder [Dorner, Inc.] may agree to in writing upon request of Owner [Franklin]."* Staff conversations with Dorner indicate that they may/may not be able to accept an extension to allow the acquisition of funding.

#### **OPTIONS**

- A. Reject All Bids, or
- B. Instruct Staff to: request additional GI funding from MMSD; request water funding from Board of Water Commissioners, and return to Common Council to award the entire project except Alternate 2 at a later date.
- C. Refer back to Staff with further direction.

#### **FISCAL NOTE**

There are in sufficient appropriations to award the total bid. Should the Common Council desire to award this contract, additional resources and appropriations will be needed for this project. The available funding options are explained in detail within the Analysis section.

#### **RECOMMENDATION**

(Option B) Instruct Staff to: request additional GI funding from MMSD; request water funding from Board of Water Commissioners, and return to Common Council to award the entire project except Alternate 2 at a later date.

Engineering: GEM

**DORNER INC.**  
E506 Luxemburg Rd. – P.O. Box 129  
Luxemburg, WI 54217-0129  
Phone: (920) 845-2442 Fax: (920) 845-2458

December 21, 2018

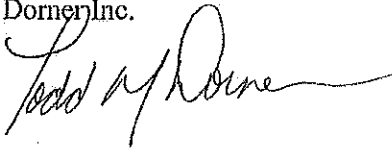
Glen Morrow  
City of Franklin  
9229 West Loomis Road  
Franklin, WI 53132

Glen

Dorner Inc. is accepting the request from the City of Franklin regarding the Rawson Home Drainage Improvements & Water Main Relay project that we were the apparent low bidder on. Dorner as well of our surety, will accept the contract award date to be extended no later than February 10, 2019, while holding the bid opened prices. In accordance with the General Conditions of the contract, the Notice to Proceed would be issued per contract date.

Per our phone conversation, it is under our understanding the difference of time will be made up and use the new completion date of October 15, 2019.

Todd M. Dorner  
Vice President  
Dorner Inc.



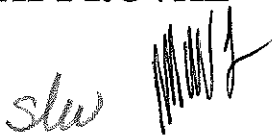


**PROPOSED CHANGE ORDER NO. 1**  
**RAWSON HOMES DRAINAGE IMPROVEMENTS AND WATER MAIN RELAY**  
**1-Feb-19**

| BID ITEM | DESCRIPTION                                | UNIT | PLAN     |             | PROPOSED |             | CHANGE         |
|----------|--------------------------------------------|------|----------|-------------|----------|-------------|----------------|
|          |                                            |      | QUANTITY | UNIT COST   | QUANTITY | UNIT COST   |                |
| 1        | Traffic Control                            | LS   | 1        | \$ 5,500.00 | 0        | \$ 5,500.00 | \$ 5,500.00    |
| 2        | Inlet Sediment Guards                      | EA   | 40       | \$ 70.00    | 0        | \$ 70.00    | \$ 2,800.00    |
| 3        | Manufactured Ditch Checks                  | EA   | 8        | \$ 135.00   | 0        | \$ 135.00   | \$ 1,080.00    |
| 5        | Silt Fence                                 | LF   | 450      | \$ 2.70     | 0        | \$ 2.70     | \$ 1,215.00    |
| 6        | 10" HDPE Perf Drain Tile w/Sock & Wrap     | LF   | 395      | \$ 36.00    | 0        | \$ 36.00    | \$ 14,220.00   |
| 6.1      | 10" HDPE Perf Drain Tile w/Sock            | LF   | 0        | \$ 35.00    | 395      | \$ 35.00    | \$ (13,825.00) |
| 8        | 12" HDPE Perf Drain Tile w/Sock & Wrap     | LF   | 685      | \$ 38.70    | 0        | \$ 38.70    | \$ 26,509.50   |
| 8.1      | 12" HDPE Perf Drain Tile w/Sock            | LF   | 0        | \$ 37.70    | 685      | \$ 37.70    | \$ (25,824.50) |
| 10       | 15" HDPE Perf Drain Tile w/Sock & Wrap     | LF   | 2390     | \$ 41.40    | 0        | \$ 41.40    | \$ 98,946.00   |
| 10.1     | 15" HDPE Perf Drain Tile w/Sock            | LF   | 0        | \$ 40.40    | 2390     | \$ 40.40    | \$ (96,556.00) |
| 26       | Asphalt Walking Path                       | SY   | 400      | \$ 60.00    | 0        | \$ 60.00    | \$ 24,000.00   |
| 49       | Traffic Control                            | LS   | 1        | \$ 5,500.00 | 0        | \$ 5,500.00 | \$ 5,500.00    |
| 50       | Inlet Sediment Guards Type B               | EA   | 40       | \$ 70.00    | 0        | \$ 70.00    | \$ 2,800.00    |
| 51       | Manufactured Ditch Checks                  | EA   | 8        | \$ 155.00   | 0        | \$ 155.00   | \$ 1,240.00    |
| 52       | 12" HDPE Perf Drain Tile w/Sock & Wrap     | LF   | 810      | \$ 38.70    | 0        | \$ 38.70    | \$ 31,347.00   |
| 52.1     | 12" HDPE Perf Drain Tile w/Sock            | LF   | 0        | \$ 37.70    | 0        | \$ 37.70    | \$ -           |
| 53       | 12" PVC Yard Drain w/bee hive grate        | EA   | 11       | \$ 900.00   | 0        | \$ 900.00   | \$ 9,900.00    |
| 54       | 15" HDPE Perf Drain Tile w/Sock & Wrap     | LF   | 1160     | \$ 40.50    | 0        | \$ 40.50    | \$ 46,980.00   |
| 54.1     | 15" HDPE Perf Drain Tile w/Sock            | LF   | 0        | \$ 39.50    | 894      | \$ 39.50    | \$ (35,313.00) |
| 55       | 15" PVC Yard Drain w/bee hive grate        | EA   | 14       | \$ 1,100.00 | 10       | \$ 1,100.00 | \$ 4,400.00    |
| 56       | 18" HDPE Perf Drain Tile w/Sock & Wrap     | LF   | 1150     | \$ 45.00    | 0        | \$ 45.00    | \$ 51,750.00   |
| 56.1     | 18" HDPE Perf Drain Tile w/Sock            | LF   | 0        | \$ 44.00    | 0        | \$ 44.00    | \$ -           |
| 57       | 18" PVC Yard Drain w/bee hive grate        | EA   | 13       | \$ 1,350.00 | 0        | \$ 1,350.00 | \$ 17,550.00   |
| 58       | 18" RCP CL III Storm Sewer w/gran backfill | LF   | 50       | \$ 68.50    | 0        | \$ 68.50    | \$ 3,425.00    |
| 59       | 21" RCP Storm w/spoil backfill             | LF   | 235      | \$ 54.90    | 230      | \$ 54.90    | \$ 274.50      |
| 61       | Swale Construction                         | LF   | 3150     | \$ 16.00    | 1034     | \$ 16.00    | \$ 33,856.00   |
| 62       | 2 x 3 Catch Basin                          | EA   | 1        | \$ 1,900.00 | 0        | \$ 1,900.00 | \$ 1,900.00    |
| 66       | Asphalt Driveway Replacement               | SY   | 230      | \$ 65.00    | 115      | \$ 65.00    | \$ 7,475.00    |
| 67       | Concrete Driveway Replacement              | SY   | 10       | \$ 135.00   | 5        | \$ 135.00   | \$ 675.00      |
| 68       | Gravel Driveway Replacement                | SY   | 50       | \$ 35.00    | 25       | \$ 35.00    | \$ 875.00      |
| 69       | Restoration                                | SY   | 2250     | \$ 6.40     | 1150     | \$ 6.40     | \$ 7,040.00    |
| 70       | Asphalt Concrete Trench Patch              | SY   | 35       | \$ 87.00    | 0        | \$ 87.00    | \$ 3,045.00    |

**SAVINGS \$ 232,784.50**

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|                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| <b>APPROVAL</b><br> | <b>REQUEST FOR<br/>COUNCIL ACTION</b>                                                                                                                                                                                                                                                                                                                                                                                | <b>MEETING<br/>DATE</b><br><br><b>2/5/2019</b> |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b>                                                             | <b>RESOLUTION AUTHORIZING CERTAIN<br/>OFFICIALS TO EXECUTE AN<br/>INTERGOVERNMENTAL COOPERATION<br/>AGREEMENT WITH THE VILLAGE OF HALES<br/>CORNERS FOR THE TEMPORARY USE OF THE<br/>FRANKLIN DEPARTMENT OF PUBLIC WORKS<br/>FACILITIES AT 7979 WEST RYAN ROAD AND<br/>AUTHORIZATION FOR FRANKLIN TO SPONSOR<br/>ANY RELATED APPLICATIONS REQUIRED BY<br/>FRANKLIN, AS DETERMINED BY THE<br/>PLANNING DEPARTMENT</b> | <b>ITEM NUMBER</b><br><br><i>G. 6.</i>         |

#### **BACKGROUND**

The Village of Hales Corners (VOHC) contacted staff regarding their need for temporary DPW housing while they are constructing a new Hales Corners DPW facility. Attached is a November 19, 2018 letter with a request to utilize Franklin DPW's facilities at 7979 W. Ryan Road. The Common Council previously approved (January 8, 2019) an informed consent letter with the City Attorney to allow him to work on this document on behalf of the City of Franklin with the knowledge that he would similarly represent VOHC on the matter. Attached is the completed document.

#### **ANALYSIS**

The City Engineer and his staff are comfortable that sharing the Franklin DPW facility with VOHC will not interfere with Franklin operations.

The enclosed Intergovernmental Cooperation Agreement, pursuant to Wis. Stat. §66.0301 Intergovernmental Cooperation, spells out responsibilities of each party. The Agreement does not require any rent or direct payment by VOHC for their general use of the facility. Item 8 includes language that VOHC would reimburse Franklin for any expenses, replacement of tools, etc. The insurance and liability related language was provided by the League of Wisconsin Municipalities Mutual Insurance Company (LWMMI), which provides general liability and vehicle coverage for both municipalities. The LWMMI and the Director of Administration are satisfied that the language provides appropriate protections to each community.

Staff recommends that the City of Franklin sponsor this endeavor to allow Hales Corners to avoid fees to the Planning Department associated with the Special Use application anticipated to appear at the February 7, 2019, Plan Commission and February 19, 2019 Common Council meeting. Attached is relevant information that will be included in the Plan Commission application.

#### **OPTIONS**

- A. City of Franklin to sponsor related applications for the Village of Hales Corners, and/or
- B. Execute an Intergovernmental Cooperation Agreement with the Village of Hales Corners, and/or
- C. Refer back to Staff with further direction.

### **COUNCIL ACTION REQUESTED**

(OPTIONS A & B) Motion to adopt Resolution No. 2019 - \_\_\_\_\_, a Resolution Authorizing Certain Officials to Execute an Intergovernmental Cooperation Agreement with the Village of Hales Corners for the Temporary Use of the Franklin Department of Public Works Facilities At 7979 West Ryan Road and Authorization for Franklin to Sponsor Any Related Applications Required by Franklin.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

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

RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN  
INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE  
VILLAGE OF HALES CORNERS FOR THE TEMPORARY USE OF THE  
FRANKLIN DEPARTMENT OF PUBLIC WORKS FACILITIES AT 7979 W. RYAN ROAD  
AND AUTHORIZATION FOR FRANKLIN TO SPONSOR ANY RELATED APPLICATIONS  
REQUIRED BY FRANKLIN

---

WHEREAS, Village of Hales Corners intends to construct a public works facility on the site of the existing facility located at 5635 South New Berlin Road, and

WHEREAS, Village of Hales Corners Department of Public Works requires to occupy a facility on a temporary basis until the new building is completed, and

WHEREAS, City of Franklin has offered to provide Village of Hales Corners temporary use, which includes temporary occupancy, of the City of Franklin Department of Public Works facility located at 7979 West Ryan Road, and

WHEREAS, an Intergovernmental Cooperation Agreement, pursuant to Wis. Stat. §66.0301 Intergovernmental Cooperation, sets forth the understanding of both parties with respect to the conditions and special provisions required by City of Franklin for Village of Hales Corners to use and occupy the City of Franklin facility on a temporary basis.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor, City Clerk, and City Attorney are authorized to execute an Intergovernmental Cooperation Agreement with the Village of Hales Corners for the temporary use and occupancy of the City of Franklin Department of Public Works facilities at 7979 W. Ryan Road.

BE IT FURTHER RESOLVED that the City of Franklin, as a party to the Agreement, shall sponsor all necessary and required applications to the City of Franklin for the Village of Hales Corners temporary use of the Franklin DPW facilities.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

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

ATTEST:

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

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

VILLAGE OF HALES CORNERS AND CITY OF FRANKLIN  
INTERGOVERNMENTAL COOPERATION AGREEMENT  
FOR THE TEMPORARY USE OF THE FRANKLIN  
DEPARTMENT OF PUBLIC WORKS FACILITY

This AGREEMENT is made and entered into, pursuant to Wis. Stat. § 66.0301 Intergovernmental Cooperation, this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF FRANKLIN, 9229 West Loomis Road, Franklin, WI 53132, ("COF") and the VILLAGE OF HALES CORNERS, 5635 South New Berlin Road, Hales Corners, WI 53130 ("VOHC"), municipal corporations organized and existing under and by virtue of the Constitution and laws of the State of Wisconsin (collectively, the "PARTIES"):

WITNESSETH:

WHEREAS, VOHC intends to construct a public works facility on the site of the existing Village public works facility located at 5635 South New Berlin Road; and

WHEREAS, VOHC Department of Public Works needs to utilize and occupy a facility on a temporary basis until the new facility and building is completed; and

WHEREAS, COF has offered to provide VOHC temporary use and occupancy of COF public works facility located at 7979 West Ryan Road, Franklin, WI 53132 ("PREMISE"); and

WHEREAS, the purpose of this AGREEMENT is to set forth the understanding of the PARTIES with respect to the conditions and special provisions required by COF for VOHC to use and occupy the COF facility on a temporary basis.

NOW, THEREFORE, it is agreed by and between the PARTIES as follows:

1. COF shall allow VOHC to park, store, stockpile, and/or containerize any vehicle, equipment, material, supplies, and/or sundry on the PREMISE, in locations designated by COF and in accordance with any policies, rules, regulations, statutes, and laws, pertaining to the proper storage of said vehicle, equipment, material, supplies, and/or sundry. This includes the placement of storage/shipping containers required by VOHC for storage.
2. COF shall provide VOHC continuous (24/7/365) and unencumbered access to the PREMISE and any VOHC equipment, material, supplies, and/or sundry, placed thereon. VOHC shall abide by any and all COF security policies set forth and established for the PREMISE, as amended from time to time.
3. COF shall provide parking on the PREMISE for VOHC employees vehicles during any and all working hours.

4. COF shall permit VOHC the use of the garage area including mechanic's bay and vehicle lift for general maintenance of equipment, including but not limited to oil change, lube, tire rotations, and minor mechanical repairs. Preference and first priority shall be given to all COF vehicles and equipment. VOHC shall abide by all COF safety policies and practices as it pertains to the use of equipment in the garage area. VOHC shall be responsible to furnish and provide all materials, fluids, lubricants, parts, and other sundry necessary for the repair and maintenance of VOHC equipment. VOHC shall be responsible for the replacement or repair of any COF equipment, machinery, and/or tools damaged while in use by VOHC employees.
5. COF shall provide a location for VOHC to establish a desk for VOHC employee use. If available, VOHC desires internet access for email, VPN connection to VOHC server, and other general computer use.
6. COF shall allow VOHC employees the use of break room and restroom facilities. VOHC shall assist in the cleaning and maintenance of these shared areas.
7. PARTIES shall not adversely interfere with the day-to-day operation of their respective public works organizations.
8. PARTIES shall not borrow, use, or loan any tool, equipment, machinery or other item without express permission of the other public works organization. The Parties shall be responsible for replacement or repair of any tool, equipment, machinery or other item belonging to the other public works organization.
9. If catastrophic events or natural disasters occur, PARTIES provide mutual aid and assistance in good faith.
10. Each of the PARTIES shall bear the risk of its own actions, as it does with its day-to-day operations.
11. Each of the PARTIES shall procure and maintain, insurance coverage, including: auto, commercial general, public official liability, property damage owned property wherever located, worker's compensation, and employee dishonesty. No party shall have any obligation to provide or extend insurance coverage for any of the property owned by the other party or its personnel.
12. Nothing contained within this AGREEMENT is intended to be a waiver or an estoppel of the contracting municipality or its insurer ability to rely upon the limitations, defenses, and immunities contained within Wisconsin law,

including those contained within Wisconsin Statutes §§ 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

13. This AGREEMENT shall be effective upon approval of the respective governing bodies of and the execution hereof by the VOHC and COF.
14. Modifications or alterations to this AGREEMENT shall be provided in writing and shall be approved by the PARTIES.
15. This AGREEMENT shall commence on the above date and shall terminate upon VOHC completely and entirely vacating the PREMISE.

IN WITNESS WHEREOF, the PARTIES have executed and delivered this AGREEMENT under corporate seal as of the date and year first above written.

**CITY OF FRANKLIN**

**VILLAGE OF HALES CORNERS**

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

\_\_\_\_\_  
Daniel J. Besson, Village President

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

\_\_\_\_\_  
Sandra M. Kulik, Village Administrator

Approved as to form (pursuant to approved informed consents of the PARTIES):

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

# Village of Hales Corners

5635 S. New Berlin Road  
Hales Corners, WI 53130  
Phone: (414) 529-6161  
Fax: (414) 529-6179  
[www.halescorners.org](http://www.halescorners.org)



James R. Ryan Municipal Building

November 19, 2018

Mr. Glen Morrow, PE  
Director of Public Works\ City Engineer  
City of Franklin  
9229 W. Loomis Road  
Franklin, WI 53132

Re: Use of Franklin DPW Facility: 7979 W. Ryan Road

Dear Mr. Morrow,

Per our telephone conversation of November 15, please accept this letter as a starting point for discussions concerning the availability of the above referenced facility as a potential temporary relocation site for the Village of Hales Corners Department of Public Works (DPW). As you may know, in 2019, the existing 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. DPW is currently researching several viable locations to occupy, on a long-term temporary basis, a facility from which DPW can perform day-to-day operations. 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 Department of Public Works 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. DPW's day-to-day operations are similar to any other municipality including but not limited to: snow plowing, pot hole patching, drainage improvements, street sign maintenance, forestry, lawn care, and building maintenance. Typical DPW business hours are Monday through Friday from 7:00 AM to 3:30 PM. Emergency and after hours response, while rare do occur. DPW is responsible for sewer backups, light pole knockdowns, and other weather related emergencies.

DPW proposes to use the facility to warehouse equipment, parts, tools, vehicle, 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.

On or near January 1, 2019 and contingent upon an executed inter-governmental cooperation agreement (ICA), DPW shall commence moving non-critical or seasonal items to the Franklin facility. 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 Hales Corners facility, which is currently scheduled for March 25, 2019. Occupation of the new facility is projected for November 22, 2019 and at that time; DPW shall begin the transition. 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 facility.

Listed below are several issues that may require additional research and discussion.

1. Facility Security – Hales Corners staff will require access for after-hours emergency response.
2. Facility Use – In addition to equipment parking and material storage, DPW desires use of breakroom, bathroom, and mechanics bay. If available, access to internet for email, parts ordering, and other similar tasks.
3. Zoning – Is placement of outdoor storage containers in compliance with City of Franklin zoning and land use regulations?
4. Liability\Insurance – Is additional insurance required for facility use by Hales Corners employees?
5. Compensation – City of Franklin and Village of Hales Corners to determine fair and equitable compensation for the use of the facility.

The Village of Hales Corners deeply appreciates the opportunity to discuss the potential for temporary co-occupation of your facility and I thank you in advance for any consideration given to this proposal. If further questions arise, please feel free to contact me at (414) 529-6165.

Sincerely,

*Michael J. Martin*

Michael J. Martin PE, PLS  
Village of Hales Corners  
Director of Public Works

Cc: James Hughes, Deputy Superintendent of Public Works  
Sandra M. Kulik, Village Administrator  
Daniel J. Besson, Village President  
Michael Paulos, GRAEF

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.

# 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**

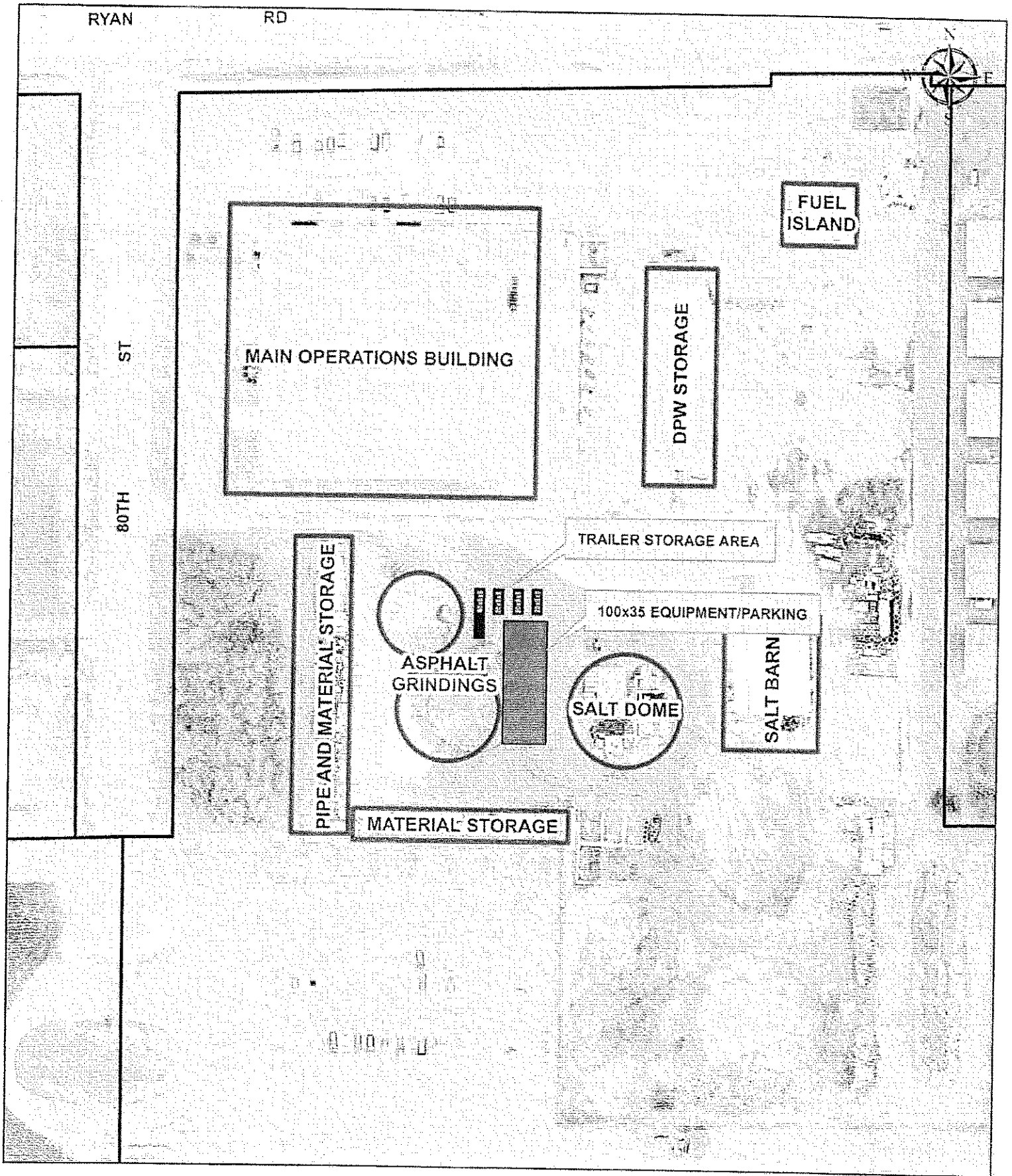
| Equipment Description            | Equip No. | Model No. Description           |
|----------------------------------|-----------|---------------------------------|
| Bucket                           |           |                                 |
| Pallet Forks                     |           |                                 |
| 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 Striper                    |           | 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                  |
|                                  |           |                                 |

*§ 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.*



DEPARTMENT OF PUBLIC WORKS  
TRAILER STORAGE HCDPW

MAP DRAWN BY:  
BSD



Date: 1/4/2019

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|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| APPROVAL<br><i>slw fl</i>    | REQUEST FOR<br>COUNCIL ACTION                                                                                                                                                                                                                                      | MEETING DATE<br>February 5, 2019 |
| REPORTS &<br>RECOMMENDATIONS | AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE GENERAL FUND FOR THE CITY OF FRANKLIN TO RECLASSIFY PERSONNEL COSTS ASSOCIATED WITH EMPLOYEE ELECTIONS RELATED TO BENEFIT CHANGES IN HEALTH COVERAGE AND PENSIONS | ITEM NUMBER<br><i>G.7.</i>       |

### **Background**

The 2019 General Fund budget presented a number of challenges to balance operating cost increases with available resources. Several employee benefit programs were modified that reduced employer costs. At the time that the budget was adopted it was not known how employees would receive the modified programs or the impact on individual department personnel appropriations.

Health benefits were offered under two unique plans which had the potential to reduce employer premiums while creating a new employer contribution to employee health savings accounts. Ultimately, contingency provisions totaling a reduction of \$41,622 were established in the 2019 General Fund personnel budgets to capture expected General Fund health benefit costs.

Also included in the 2019 budget were increased wages and retirement costs to accommodate entrance into the Wisconsin Retirement System for those employees who were covered by the City's Defined Contribution plan or the Public Works Defined Benefit plan. In total \$122,850 of additional contingency was appropriated for this purpose.

Employee elections warrant re-allocation of personnel appropriations away from Contingency and to the operating departments based upon the elections made.

The changes in benefit plans also impacted other funds, most notably the Library. The 2019 tax allocation to the Library was increased by \$3,000 to compensate for expected benefit plan cost increases. The total impact on the Library is now estimated at \$13,432. Staff is recommending that an additional \$8,100 be transferred from General Fund to the Library from the expected cost reductions realized after employee elections were made.

The remaining appropriation reductions of \$57,876 could then be included to reduce anticipated underexpenditures.

### **Fiscal Impact**

Employee elections for health benefits resulted in a cost reduction of \$239,018 compared to the estimated savings of \$41,622.

Changes in pension plan participation resulted in an increase of pension costs totaling \$91,814 compared to the expected increased cost of \$122,850.

### **Recommendation**

Staff recommends approval of the attached Budget Amendment that moves the health cost savings and wage and retirement costs to the respective departments and away from Contingency.

### **COUNCIL ACTION REQUESTED**

Motion adopting Ordinance 2019-\_\_\_\_\_ amending Ordinance 2018-2345, an Ordinance adopting the 2019 annual budgets for the General Fund for the City of Franklin, to reclassify personnel costs associated with employee elections related to benefit changes in health coverage and pensions.

**Roll call vote needed**

Finance Dept - Paul

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2019\_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING  
THE 2019 ANNUAL BUDGETS FOR THE GENERAL FUND FOR THE CITY OF  
FRANKLIN, TO RECLASSIFY PERSONNEL COSTS ASSOCIATED WITH EMPLOYEE  
ELECTIONS RELATED TO BENEFIT CHANGES IN HEALTH COVERAGE AND  
PENSIONS

-----  
WHEREAS, the 2019 General Fund Budget provided personnel appropriations without knowing employee participation in certain health and pension programs; and

WHEREAS, employee health insurance programs for 2019 estimated employee participation rates and pension participation rates which require reallocation of costs from contingency to the individual departments as elected; and

WHEREAS, the 2019 budget anticipated that a budget amendment to re-align personnel appropriations with employee elections; and

WHEREAS, the health benefit cost reductions were greater than anticipated in total and Library WRS cost increases were greater than expected such that the General Fund could transfer an additional \$8,100 to the Library, and

WHEREAS, the reduction in General Fund costs were greater than expected such that additional anticipated underexpenditures became available; and

WHEREAS, the Common Council of the City of Franklin believes these expenditures provide for the well being of the Community.

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

Section 1 That the 2019 Budget of the General Fund be adjusted as noted on the attached.

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

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

APPROVED:

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

ATTEST:

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

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

City of Franklin  
2019 Budget Amendment  
Impact of health Plan Changes & Pension changes after employee elections  
Calendar 2019

|                          |      | Increase (Decrease) |                  |               |                    |        | Total     |
|--------------------------|------|---------------------|------------------|---------------|--------------------|--------|-----------|
|                          | Dept | 5154<br>Health      | 5162<br>HSA Cont | 5111<br>Wages | 5152<br>Retirement | Other  |           |
| Court                    | 121  | (180)               | 750              | 637           | 1,738              |        | 2,945     |
| Clerk                    | 141  | (10,983)            | 1,500            | 1,349         | 2,433              |        | (5,701)   |
| Elections                | 142  | (178)               | -                | 11            | -                  |        | (167)     |
| Info Sys                 | 144  | 24                  | -                | 563           | 1,499              |        | 2,086     |
| Admin                    | 147  | (648)               | 3,000            | 1,505         | 2,073              |        | 5,930     |
| Finance                  | 151  | (29,448)            | 750              | 626           | 1,722              |        | (26,350)  |
| Muni Bldg                | 181  | (300)               | 1,500            | 547           | 3,854              |        | 5,601     |
| Total Gen Gov            |      | (41,713)            | 7,500            | 5,238         | 13,319             |        | (15,656)  |
| Police                   | 211  | (190,173)           | 31,500           | 163           | 871                |        | (157,639) |
| Dispatch                 | 212  | (13,092)            | 10,500           | 4,712         | 15,756             |        | 17,876    |
| Fire                     | 221  | (5,330)             | 26,250           | 670           | 1,780              |        | 23,370    |
| Inspection               | 231  | (899)               | 4,500            | 1,954         | 6,702              |        | 12,257    |
| Total Pub Safety         |      | (209,494)           | 72,750           | 7,499         | 25,109             |        | (104,136) |
| Engineering              | 321  | (11,742)            | 4,500            | 1,802         | 6,331              |        | 891       |
| Highway                  | 331  | (58,665)            | 6,750            | 290           | 16,017             |        | (35,608)  |
| Total Pub Wrks           |      | (70,407)            | 11,250           | 2,092         | 22,348             |        | (34,717)  |
| Health                   | 411  | (18,768)            | 1,500            | 2,406         | 6,427              |        | (8,435)   |
| Parks                    | 551  | 24                  | 3,067            | -             | -                  |        | 3,091     |
| Planning                 | 621  | (1,152)             | 5,249            | 1,608         | 4,332              |        | 10,037    |
| Econ Dev                 | 641  | (324)               | 1,500            | -             | 1,436              |        | 2,612     |
| Total Other              |      | (20,220)            | 11,316           | 4,014         | 12,195             |        | 7,305     |
| Total Gen Fund           |      | (341,834)           | 102,816          | 18,843        | 72,971             |        | (147,204) |
| Transfer Out - Acct 5589 | 998  |                     |                  |               |                    | 8,100  | 8,100     |
| Contingency              | 199  | (100,872)           | 59,250           | 91,850        | 31,000             |        | 81,228    |
| Anticipated              |      |                     |                  |               |                    |        |           |
| Underexpenditure - acct  | 199  |                     |                  |               |                    | 57,876 | 57,876    |
| Total                    |      | (442,706)           | 162,066          | 110,693       | 103,971            | 65,976 | -         |

Pg 70 of Budget Book

|                                                                                                      |                                                                                                                                                                                                                                                                                                                             |                                            |
|------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <b>APPROVAL</b><br> | <b>REQUEST FOR<br/>COUNCIL ACTION</b>                                                                                                                                                                                                                                                                                       | <b>MEETING<br/>DATE</b><br><b>2/5/2019</b> |
| <b>REPORTS &amp;<br/>RECOMMENDATIONS</b>                                                             | <b>A Change to the Insurance Provisions (Section VI. A.)<br/>of the Agreement with Quorum Architects, Inc. for<br/>Architectural Services Related to the Design and<br/>Construction Phases of the City Hall Roof, HVAC,<br/>and Fascia Wood Replacement Project and Re-<br/>Approval of the Execution of the Agreement</b> | <b>ITEM NUMBER</b><br><b>G.8.</b>          |

At the meeting of January 22, 2019, the Common Council approved an agreement with Quorum Architects, Inc. for Architectural Services Related to the Design and Construction Phases of the City Hall Roof, HVAC, and Fascia Wood Replacement Project. When processing the agreement for signature, the architect noticed that they had not confirmed the Insurance requirements aligned with their existing coverages. As such, the contract is being brought back before the Council for approval to replace the Limit of General/Commercial Liability of \$3,000,000 with \$1,000,000.

The Insurance section is part of the standard boiler plate, but it is routinely subject to negotiation based upon the nature of the project or service.

The contract as presented on 1/22/2019 showed the following terms:

**"VI. INSURANCE**

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

|    |                                                                                        |             |
|----|----------------------------------------------------------------------------------------|-------------|
| A. | Limit of General/Commercial Liability                                                  | \$3,000,000 |
| B. | Automobile Liability: Bodily Injury/Property Damage                                    | \$1,000,000 |
| C. | Excess Liability or Umbrella Policy for General/Commercial<br>and Automobile Liability | \$4,000,000 |
| D. | Worker's Compensation and Employers' Liability                                         | \$500,000   |
| E. | Professional Liability                                                                 | \$2,000,000 |

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

The attached Certificate of Liability Insurance reveals that their coverage level deviates due to the Commercial General Liability being only \$1,000,000. Given the limited size of the project and the Umbrella policy providing an additional \$4,000,000 in coverage, this would have been incorporated into the recommended contract had the contractor identified the oversight sooner. Additionally, their professional liability coverage is not impacted by this correction.

The prior motion to approve the contract does not allow for an administrative or technical correction, even if one were to consider this correction as falling into one of those categories. Therefore, the contract with the architect – or more specifically the authority to amend the approved but unexecuted contract – is being brought back before the Council for approval to replace the Limit of General/Commercial Liability of \$3,000,000 with \$1,000,000.

The project is not being held up for this action as the architect has continued internal work and a meeting with staff is scheduled. Nonetheless, without this approval, work on the project would be discontinued.

### **COUNCIL ACTION REQUESTED**

Motion to authorize a change to Section VI. A. of the contract with Quorum Architects, Inc. for "Architectural Services Related to the Design and Construction Phases of the City Hall Roof, HVAC, and Fascia Wood Replacement Project," as previously approved on January 22, 2019, to change the Limit of General/Commercial Liability from \$3,000,000 to \$1,000,000, and to authorize its execution as otherwise previously approved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                     |                |                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER<br>Holmes Murphy & Assoc - WI<br><br>10 E. Doty Street, Suite 800<br><br>Madison, WI 53703 | 1-800-527-9049 | CONTACT NAME: Audrey McNeill<br>PHONE (A/C, No, Ext): 800-527-9049<br>FAX (A/C, No):<br>E-MAIL:<br>ADDRESS:                                                                                                                            |
| INSURED<br>Quorum Architects<br><br>3112 West Highland Blvd.<br><br>Milwaukee, WI 53208             |                | INSURER(S) AFFORDING COVERAGE<br>INSURER A: SENTINEL INS CO LTD 11000<br>INSURER B: HARTFORD ACCIDENT & IND CO 22357<br>INSURER C: HARTFORD CAS INS CO 29424<br>INSURER D: BERKLEY INSURANCE COMPANY 32603<br>INSURER E:<br>INSURER F: |

**COVERAGES**

CERTIFICATE NUMBER: 53662728

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                              | ADDL SUBR INSD WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                            |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |                                     | 83SBWZQ7562   | 08/16/18                | 08/16/19                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                    |                                     | 83UEGKQ4137   | 08/16/18                | 08/16/19                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                                        |                                     | 83SBWZQ7562   | 08/16/18                | 08/16/19                | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$                                                                                                                                                                                      |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                         | Y/N<br><input type="checkbox"/> N/A | 83WBGMB3391   | 08/16/18                | 08/16/19                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000                                                |
| D        | Professional Liability<br>Claims Made                                                                                                                                                                                                                                                                                          |                                     | ABC9022367-03 | 08/16/18                | 08/16/19                | Each Claim 2,000,000<br>Aggregate 2,000,000                                                                                                                                                                                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

|                       |                                                                                                                                                                |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For Proposal Purposes | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                       | AUTHORIZED REPRESENTATIVE<br><br>Audrey McNeill                                                                                                                |

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| <b>APPROVAL</b><br><i>Slw</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>REQUEST FOR<br/>COUNCIL ACTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>MEETING<br/>DATE</b><br><b>February 5, 2019</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| <b>Reports and<br/>Recommendations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <p>Tax Incremental District No. 5 Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) Ballpark Commons Sports Anchored Mixed-Use Development Project Development Status and Future Development in the District. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Tax Incremental District No. 5 Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) Potential Amendment to Development Agreement, Potential Development Agreement(s), the negotiation of a Potential Amendment and Potential Agreement(s) terms and the investing of public funds and the retention of financial consultant and special legal counsel services in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p> | <b>ITEM NUMBER</b><br><i>G.9.</i>                  |
| <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Tax Incremental District No. 5 Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) Potential Amendment to Development Agreement, Potential Development Agreement(s), the negotiation of a Potential Amendment and Potential Agreement(s) terms and the investing of public funds and the retention of financial consultant and special legal counsel services in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                    |

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| APPROVAL<br><i>slw</i>       | REQUEST FOR<br>COUNCIL ACTION             | MEETING DATE<br>02-05-19    |
| REPORTS &<br>RECOMMENDATIONS | Committee of the Whole<br>Recommendations | ITEM NUMBER<br><i>G.10.</i> |

- (a) Kayla's Playground Ambassador Program: A Volunteer Program Approved by the Parks Commission.
- (b) THIEL Brand Design, Economic Development Commission and Tourism Commission Present Two Recommended Logos for New City Brand and Marketing Campaign.
- (c) Labor Contract Negotiations and Collective Bargaining Strategies and Guidelines.

COUNCIL ACTION REQUESTED

As directed

|                                                                                                      |                                                                                              |                                        |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|----------------------------------------|
| <b>APPROVAL</b><br> | <b>COMMITTEE OF THE WHOLE</b>                                                                | <b>MEETING DATE</b><br><b>2/4/2019</b> |
| <b>REPORTS AND RECOMMENDATIONS</b>                                                                   | Kayla's Playground Ambassador Program: A Volunteer Program Approved by the Parks Commission. | <b>ITEM NUMBER</b><br><i>B.</i>        |

The Common Council on July 17, 2018 and August 7, 2018 referred this program to staff for consideration of the following:

1. Liability waiver forms;
2. T-shirt control;
3. Relationship, if any, to other programs being considered by the Library Board within the parks;
4. Supervision or oversight of the volunteers;
5. Program liability;
6. Clarification of program components and details; and
7. Collection of park-use statistics by the volunteers.

Kayla's Krew (no longer in existence) founder Shelly Runte and Kenosha Dream Playground founder Tammi Conforti will present the Ambassador program that is now in its third year of operation at the Dream Playground. Mrs. Conforti will address how Kenosha has addressed the issues above. The Director of Administration can briefly provide information on the liability questions. This useful background information provides important context, and it is intended that the discussion will help ensure staff's report for the February 19<sup>th</sup> meeting will fully address the Common Council's issues.

As part of the discussion, the Mayor will recommend that the Common Council approve the appointment (future meeting) of Shelly Runte to the current vacancy on the Parks Commission with the specific duty of establishing and managing the "ambassador" program for Kayla's Playground. Further, the Common Council should acknowledge that the cost of T-Shirts and any supplies would come from appropriate parks budget and the Mayor's Volunteer Recognition budgets.

No action is requested for the February 5, 2019 meeting. The appointment and information previously requested by the Common Council will be presented at the February 19, 2019 Common Council meeting for action. The anticipated motions will be to direct the Parks Commission proceed with the establishment and operation of the program and to direct staff and the Parks Commission to establish program guidelines for the approval of the Parks Commission.

### COUNCIL ACTION REQUESTED

No action required at this time.

|                              |                                                                                                                                                        |                          |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Approval <i>Shw</i>          | Council Action Sheet                                                                                                                                   | MEETING DATE<br>2/4/2019 |
| REPORTS &<br>RECOMMENDATIONS | THIEL Brand Design, Economic Development Commission, and Tourism Commission Present<br>Two Recommended logos for new City Brand and Marketing Campaign | ITEM NUMBER<br><i>C.</i> |

#### Summary

At the November 5, 2018 Common Council Meeting, THIEL Brand Design was approved to provide branding and marketing services to the City of Franklin with an objective of creating a brand identity and marketing strategy that builds on the community's unique assets and effectively communicates a message that resonates with existing residents and businesses and portrays Franklin as a desirable place to live, work, development, grow a business, and visit. At that time, staff the Economic Development Commission, and the Tourism Commission were directed to narrow the logo choices down to two and present them to the Council for final selection. Council is being asked to review the two recommended logos during the Committee of the Whole meeting on February 4<sup>th</sup>, 2019 and to make their selection during the regular Common Council meeting on February 5<sup>th</sup>.

#### Background

As their contract states, THIEL is delivering the following components over a six month timeline with presentations given to Council at the completion of each phase:

- 1) Phase 1, Research – 16-24 page document of key findings and analysis
  - a. Interviews with municipal leaders and business and resident stakeholders
  - b. 321 surveys completed by Franklin residents and stakeholders (such as those who work here)
  - c. Existing Document Audit
  - d. Relevant City benchmarking
- 2) Phase II, Brand Profile Development – 10-20 page Brand and Ideology Usage Guide
  - a. Marketing Theme (message, tagline, etc.)
  - b. Logo
  - c. Brand Look and Feel
  - d. Guidelines for proper and consistent usage of verbal and visual logo and message
- 3) Marketing Plan (based on research findings) – 8-16 page Marketing Plan
  - a. Plan will include key Market Segments, Primary Interest, Outreach Tools, and suggested message to each segment

Due to an expedited timeline requested by the City, the logo development, which usually comes a bit later in the process, has been done concurrently with the conclusion of Phase 1 and the undertaking of Phase 2. Once the logo has been selected by Council, the focus on the tagline and messaging components will be finalized so that the new brand can be rolled out as soon as possible.

#### COUNCIL ACTION REQUESTED

Review the two logos as presented by THIEL Brand Design and as recommended by the Tourism Commission and the Economic Development Commission at the Committee of the Whole on February 4<sup>th</sup> and make a final logo selection at the Common Council meeting on February 5.

Economic Development: CB

|                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                        |
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| <b>APPROVAL</b><br> | <b>COMMITTEE OF THE WHOLE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>MEETING DATE</b><br><b>2/4/2019</b> |
| <b>REPORTS &amp; RECOMMENDATIONS</b>                                                                 | <p style="text-align: center;"><b>Labor Contract Negotiations and Collective Bargaining Strategies and Guidelines.</b></p> <p>The Common Council, in session as the Committee of the Whole, may enter closed session pursuant to §19.85 (1)(c) and (e), Stats, to consider negotiation and collective bargaining strategies and guidelines for agreements between the City of Franklin and the Franklin Police Officers Association and the Franklin Professional Firefighters Association Local 2760 I.A.F.F for competitive and bargaining reasons and to reenter open session at the same place thereafter to act on such matters discussed therein as the Common Council, in session as the Committee of the Whole, deems appropriate</p> | <b>ITEM NUMBER</b><br><br>D.           |

Labor Agreements for Police and Fire represented employees are expired at the end of 2018. As such, it is necessary for the Director of Administration (DOA) to negotiate successor agreements. Furthermore, to commence the negotiations it is invaluable to ensure that the Common Council receives related background information and that the DOA receives any direction and guidance as to the Common Council's goals for any such subsequent collective bargaining agreements. The Common Council can address this topic while in session as the Committee of the Whole.

The Common Council, in session as the Committee of the Whole, may enter closed session pursuant to §19.85 (1)(c) and (e), Stats, to consider negotiation and collective bargaining strategies and guidelines for agreements between the City of Franklin and the Franklin Police Officers Association and the Franklin Professional Firefighters Association Local 2760 I.A.F.F for competitive and bargaining reasons and to reenter open session at the same place thereafter to act on such matters discussed therein as the Common Council, in session as the Committee of the Whole, deems appropriate.

### COUNCIL ACTION REQUESTED

Motion to go into closed session:

The Common Council, in session as the Committee of the Whole, may enter closed session pursuant to §19.85 (1)(c) and (e), Stats, to consider negotiation and collective bargaining strategies and guidelines for agreements between the City of Franklin and the Franklin Police Officers Association and the Franklin Professional Firefighters Association Local 2760 I.A.F.F for competitive and bargaining reasons and to reenter open session at the same place thereafter to act on such matters discussed therein as the Common Council, in session as the Committee of the Whole, deems appropriate.

|                                                                                                      |                                       |                                      |
|------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------|
| <b>APPROVAL</b><br><i>slw</i>                                                                        | <b>REQUEST FOR<br/>COUNCIL ACTION</b> | <b>MEETING DATE</b><br><b>2/5/19</b> |
| <b>LICENSES AND<br/>PERMITS</b>                                                                      | <b>MISCELLANEOUS LICENSES</b>         | <b>ITEM NUMBER</b><br><b>H.1.</b>    |
| <p>See attached listing from meeting of February 5, 2019.</p> <p><b>COUNCIL ACTION REQUESTED</b></p> |                                       |                                      |

**License Committee  
 Agenda\*  
 Aldermen's Room  
 February 5, 2019 – 5:30 pm**

|                                                                                  |                                                                                                                                                                                          |                        |             |             |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------|-------------|
| <b>1.</b>                                                                        | <b>Call to Order &amp; Roll Call</b>                                                                                                                                                     | <b>Time:</b>           |             |             |
| <b>2.</b>                                                                        | <b>Applicant Interviews &amp; Decisions</b>                                                                                                                                              |                        |             |             |
| <b>License Applications Reviewed</b>                                             |                                                                                                                                                                                          | <b>Recommendations</b> |             |             |
| <b>Type/ Time</b>                                                                | <b>Applicant Information</b>                                                                                                                                                             | <b>Approve</b>         | <b>Hold</b> | <b>Deny</b> |
| <b>Entertainment &amp; Amusement<br/>5:30 pm</b>                                 | <b>Milwaukee Burger Co – Live Music on Patio</b><br>Person in Charge: Brad Herron<br>Location: 6421 S. 27 <sup>th</sup> St.<br>Date of Event: Fridays & Saturdays April – October, 5-9pm |                        |             |             |
| <b>Change of Agent<br/>2018-19</b>                                               | <b>Hudson Burger LLC</b><br>Brad Herron<br>207 W. Hidden Trail<br>Elkhorn, WI 53121                                                                                                      |                        |             |             |
| <b>Operator<br/>5:35 pm</b>                                                      | <b>Carsen J Abraham</b><br>8528 S. 68 <sup>th</sup> St.<br>Franklin, WI 53132<br>Walgreens #15020                                                                                        |                        |             |             |
| <b>Operator<br/>5:40 pm</b>                                                      | <b>Robin L Ariens</b><br>5808 Dendron Ln.<br>Greendale, WI 53129<br>Michaelangelo's Pizza                                                                                                |                        |             |             |
| <b>Operator<br/>5:45 pm</b>                                                      | <b>Sheyla Lee Davila-Lopez</b><br>3125 S 11 <sup>th</sup> St.<br>Milwaukee, WI 53215<br>Andy's On Ryan                                                                                   |                        |             |             |
| <b>Operator</b>                                                                  | <b>Michael A Bergevain</b><br>4283D S. Whitnall Ave.<br>Milwaukee, WI 53207<br>Walgreens #05459                                                                                          |                        |             |             |
| <b>Operator</b>                                                                  | <b>Rachel K Clark</b><br>8054 W. Imperial Dr.<br>Franklin, WI 53132<br>Chili's Grill & Bar                                                                                               |                        |             |             |
| <b>Operator</b>                                                                  | <b>Jerrad A Hamilton</b><br>3570 E. Norwich Ct.<br>St Francis, WI 53235<br>Milwaukee Burger Company                                                                                      |                        |             |             |
| <b>Operator</b>                                                                  | <b>Melissa JM Kronenburg</b><br>3317 W. Colony Dr.<br>Greenfield, WI 53228<br>Milwaukee Burger Company                                                                                   |                        |             |             |
| <b>Operator</b>                                                                  | <b>Miranda R Peters</b><br>4950 S. Heritage Dr. Apt 101<br>Greenfield, WI 53220<br>Irish Cottage                                                                                         |                        |             |             |
| <b>Police Incident Reports<br/>from April 3, 2018 thru<br/>December 20, 2018</b> | Review of Police Incident Reports from April 3, 2018 thru<br>December 20, 2018 for Class A and B Establishments.                                                                         |                        |             |             |
| <b>3.</b>                                                                        | <b>Adjournment</b>                                                                                                                                                                       | <b>Time</b>            |             |             |

\*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><br><i>slw fl</i> | <b>REQUEST FOR<br/>COUNCIL ACTION</b> | <b>MEETING DATE</b><br><b>2/5/19</b> |
| <b>Bills</b>                     | <b>Vouchers and Payroll Approval</b>  | <b>ITEM NUMBER</b><br><b>I. 1</b>    |

Attached are vouchers dated January 18, 2019 through February 1, 2019 Nos. 172322 through Nos. 172507 in the amount of \$ 5,859,810.37. Included in this listing are EFT's Nos. 3937 through Nos. 3947, Library vouchers totaling \$ 72,900.67 Tourism vouchers totaling \$ 8,654.68, Property Tax Refunds totaling \$ 15,997.35, investments totaling \$4,000,000 and Water Utility vouchers totaling \$ 15,737.26. Voided checks in the amount of \$ (1,311.99) are separately listed.

Early release disbursements dated January 18, 2019 through January 31, 2019 in the amount of \$ 4,598,976.44 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 1, 2019 is \$ 396,208.37 previously estimated at \$ 390,000.00. Payroll deductions dated February 1, 2019 are \$ 215,408.20 previously estimated at \$ 235,000.00.

The estimated payroll for February 15, 2019 is \$ 395,000.00 with estimated deductions and matching payments of \$ 425,000.00.

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

Attached is a list of property tax EFT's Nos. 236 through Nos. 247 dated January 18, 2019 through February 1, 2019 in the amount of \$ 28,624,450.17. \$ 66,738.40 is reimbursement of tax refunds to General Fund. \$ 10,700,000 of this represents the transfer of collections to investment accounts and \$ 17,857,711.77 was transferred from the tax investment account directly to other taxing authorities.

Vouchers approved at the Council meeting dated January 22, 2019 that are included in this distribution.

|                                    |                        |
|------------------------------------|------------------------|
| American Deposit Mgmnt             | \$ 2,000,000.00        |
| Oak Creek Franklin School District | \$ 3,094,752.55        |
| Whitnall School District           | \$ 1,313,812.55        |
| Milwaukee County                   | \$10,760,208.27        |
| M A T C                            | <u>\$ 2,688,938.40</u> |
| <b>TOTAL</b>                       | <b>\$19,857,711.77</b> |

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.

## ***COUNCIL ACTION REQUESTED***

Motion approving the following:

- City vouchers with an ending date of February 1, 2019 in the amount of \$ 5,859,810.37 and
- Payroll dated February 1, 2019 in the amount of \$ 396,208.37 and payments of the various payroll deductions in the amount of \$ 215,408.20 plus City matching payments and
- Estimated payroll dated February 15, 2019 in the amount of \$ 395,000.00 and payments of the various payroll deductions in the amount of \$ 425,000.00, plus City matching payments and
- Property Tax vouchers with an ending date of February 1, 2019 in the amount of \$ 28,624,450.17 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.

**ROLL CALL VOTE NEEDED**