

**CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, JUNE 2, 2015
AT 6:30 PM**

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.

Mayoral Announcements:

- 1. State Budget Initiatives:
 - (a) Hotel/Motel Room Tax.
 - (b) Personal Property Tax Repeal.
- 2. Sex Offender Residency Legal Issues:
 - (a) Judge Moroney Ordinance Preemption Appeal.
 - (b) Representative Kleefisch Ordinance Preemption Statute.
- 3. Director of Economic Development hiring update.

- C. Approval of Minutes:
 - May 19, 2015 Common Council Meeting.

- D. Hearings.

- E. Organizational Business.

- F. Letters and Petitions.

- G. Reports and Recommendations:

- 1. Resolution Naming the All-Accessible, All-Inclusive Playground Development at Franklin Woods, "Kayla's Playground".
- 2. Kayla's Playground Status.
- 3. A Resolution Authorizing Certain Officials to Execute a Memorandum of Understanding for the 2015 Use of the Softball Fields Located South of the City of Franklin Department of Public Works Facility at 7979 West Ryan Road with Franklin Force, Incorporated.
- 4. A Resolution Authorizing Certain Officials to Execute a Memorandum of Understanding for the Franklin Public School District use of the Softball Fields Located South of the City of Franklin Department of Public Works Facility at 7979 West Ryan Road.
- 5. Request to Survey Property Owners for Water Service in the Area of South 46th Street (Between West Hilltop Lane and West Ryan Road) and the Neighborhood South of West Crest Court and West of South 35th Street.

Common Council Meeting

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6. A Resolution to Sign Professional Services Contract to Design Trail for Christine Rathke Memorial Park.
7. A Resolution Awarding Contract to the Low Bidder, Musson Brothers, Inc. in the amount of \$324,071, for the South 35th Street, South 36th Street and South 37th Place Private Property Sanitary Sewer Lateral Inflow and Infiltration Rehabilitation South of West Madison Boulevard.
- ***8. Quarry Monitoring Committee Recommendations Regarding the Review of Information Pertaining to the Application of the City Noise Regulations and the Potential Requirement for the Use of Tarps on Trucks for Quarry Related Operations.
9. A Resolution Adopting Purchasing Card Policy and Procedures for the City of Franklin.
10. A Resolution to Authorize Purchase of Real Asset Management's Fixed Asset Software.
11. April 2015 Monthly Financial Report.
12. Director of Information Technology Job Description and Authorization to Execute a Professional Services Contract with a Public Sector Recruitment Consultant.
13. Designation of Official Newspaper.

H. Licenses and Permits.
Miscellaneous Licenses.

I. Bills.
Vouchers and Payroll approval

J. Adjournment

REMINDERS:

June 4	Plan Commission	7:00 p.m.
June 16	Common Council	6:30 p.m.
June 18	Plan Commission	7:00 p.m.

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

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

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

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
MAY 19, 2015
MINUTES

ROLL CALL

A. The regular meeting of the Common Council was held on May 14, 2015 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Janet Evans, Alderman Doug Schmidt and Alderwoman Susanne Mayer. Excused was Alderwoman Wilhelm. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.

CITIZEN COMMENT

B. Citizen comment period was opened at 6:32 p.m. and closed at 6:36 p.m.

MAYOR
ANNOUNCEMENT

An update on the recruitment for the City of Franklin Information Systems Director was provided by the Director of Administration.

5/05/2015 MINUTES

C.1. Alderwoman Evans moved to approve the minutes of the regular Common Council meeting of May 5, 2015 with a correction to Item B.1. Seconded by Alderman Dandrea. All voted Aye; motion carried.

5/14/2015 MINUTES

C.2. Alderman Dandrea moved to approve the minutes of the special Common Council meeting of May 14, 2015. Seconded by Alderman Schmidt. All voted Aye; motion carried.

PUBLIC HEARING
IMPACT FEE
AMENDMENTS

D. A public hearing was called to order at 6:50 p.m. regarding proposed amendments to §92-9 of the Municipal Code pertaining to impact fees upon land development pursuant to §66.0617 of the Wisconsin Statutes. The proposed amendments are to amend the impact fees for parks, playgrounds and other recreational facilities, including updating the anticipated facilities. The public hearing was closed at 6:59 p.m.

MAYORAL
APPOINTMENTS

E. Alderwoman S. Mayer moved to confirm the Mayoral appointment of Louis Jost, Jr., 7005 S. Lannonstone Ct. (Ald. Dist. 6), 3 year term to the Architectural Board, expires 4/30/18. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Alderwoman Evans moved to confirm the Mayoral appointment of John Bergner, 8501 S. Parkland Dr. (Ald. Dist. 4), 3 year term

to the Civic Celebrations Committee, expires 6/30/18. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

Alderman Dandrea moved to confirm the Mayoral appointment of Jeanine Olson, 9044 W. Elm Ct., Unit E (Ald. Dist. 1), 3 year term to the Civic Celebrations Committee, expires 6/30/18. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Dandrea moved to confirm the Mayoral appointment of Randy Grass, 9056 W. Elm Ct., Unit F (Ald. Dist. 1), 3 year term to the Civic Celebrations Committee, expires 6/30/18. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Alderwoman S. Mayer moved to confirm the Mayoral appointment of David J. Miller, 8508 S. Deerwood Ln. (Ald. Dist. 6), 3 years term to the Civic Celebrations Committee, expires 6/30/18. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman D. Mayer moved to confirm the Mayoral appointment of Curtis Bolton, 8035 W. Imperial Dr. (Ald. Dist. 2), 3 year term to the Environmental Commission, expires 4/30/18. Seconded by Alderwoman S. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Dandrea moved to confirm the Mayoral appointment of Romaine Denk, 9170 W. Highland Park Ave. #451 (Ald. Dist. 1), 3 year term to the Fair Commission, expires 4/30/18. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderwoman S. Mayer moved to confirm the Mayoral appointment of Rosemarie Bosch, 11625 W. St. Martins Rd. (Ald. Dist. 6), 3 year term to the Fair Commission, expires 4/30/18. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to confirm the Mayoral appointment of Dennis Ciche, 8128 S. 43rd St. (Ald. Dist. 5), 1 year term to the Finance Committee, expires 4/30/16. Seconded by Alderwoman S. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to confirm the Mayoral appointment of Robert Campbell, Jr., 5416 W. Behrendt St. (Ald. Dist. 5), 1 year term to the Finance Committee, expires 4/30/16. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to confirm the Mayoral appointment of John Howard, 6658 W. Robinwood Ln. (Ald. Dist. 5), 1 year term to the Finance Committee, expires 4/30/16. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to confirm the Mayoral appointment of Henry Wengelewski, 3643 W. Sharon Ln. (Ald. Dist. 5), 2 year term to the Board of Health, expires 4/30/17. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

Alderwoman Evans moved to confirm the Mayoral appointment of Robert Fedran, 9163 S. 42nd St. (Ald. Dist. 4), 2 year term to the Board of Health, expires 4/30/17. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

Alderman D. Mayer moved to confirm the Mayoral appointment of Patricia Nissen, 8010 W. Coventry Dr. (Ald. Dist. 2), 2 year term to the Board of Health, expires 4/30/17. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

Alderwoman S. Mayer moved to confirm the Mayoral appointment of Philip Nickerson, 12001 W. Scherrei Dr. (Ald. Dist. 6), 3 year term to the Park Commission, expires 4/30/18. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to confirm the Mayoral appointment of Carol Brunner, 7473 S. Karth Ct. (Ald. Dist. 5), 3 year term to the Personnel Committee, expires 4/30/18. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to confirm the Mayoral appointment of Michael Barber, 7931 S. 61st St. (Ald. Dist. 5), 3 years term to the Personnel Committee, expires 4/30/18. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Dandrea moved to confirm the Mayoral appointment of Scott Thinnis, 7937 W. Beacon Hill Dr. (Ald. Dist. 1), 3 year term to the Plan Commission, expires 4/30/18. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Dandrea moved to confirm the Mayoral appointment of Patricia Hogan, 8239 W. Drexel Ave. (Ald. Dist. 1), 1 year term to the Plan Commission, expires 4/30/16. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

Alderwoman S. Mayer to confirm the Mayoral appointment of Ken Skowronski II, 7960 S. 116th St. (Ald. Dist. 6), 3 year term to the Board of Public Works, expires 4/30/18. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to confirm the Mayoral appointment of Laura Galusha, 3922 W. Heatheridge Dr. (Ald. Dist. 3), 3 year term to the Technology Committee, expires 4/30/18. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Dandrea moved to confirm the Mayoral appointment of Bob Knackert, 9049 S. 83rd St. (Ald. Dist. 1), 3 year term to the Board of Zoning and Building Appeals, expires 4/30/18. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

Alderwoman Evans moved to confirm the Mayoral appointment of Donald Adams (Alternate Member), 3211 W. Acre Ave. (Ald. Dist. 4), 3 year term to the Board of Zoning and Building Appeals, expires 4/30/18. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

Alderman D. Mayer moved to confirm the Mayoral appointment of James Schubilske, 7342 S. Cambridge Dr. (Ald. Dist 2), 5 year term to the Board of Water Commissioners, expires 9/30/19. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to confirm the Mayoral appointment of David Lindner, 4007 W. Acre Ave. (Ald. Dist. 5), 5 year term

to the Fire and Police Commission, expires 4/30/20. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderwoman S. Mayer moved to confirm the Mayoral appointment of Thomas Loew, 8513 S. Deerwood Ln. (Ald. Dist. 6), 3 year term to the Library Board, expires 6/30/18. Seconded by Alderwoman Evans. On roll call, all voted Aye. Motion carried.

Alderman D. Mayer moved to confirm the Mayoral appointment of Michael Karolewitz, 8208 W. Coventry Dr. (Ald. Dist. 2), 3 year term to the Library Board, expires 6/30/18. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

LIBRARY REQUEST TO BLOCK PARKING LOT ENTRANCE FOR EVENT F. Alderman D. Mayer moved to grant permission to the Franklin Public Library to block off the west side of the parking lot and the entrance to the parking lot off of South Legend Drive and West Loomis Road on June 27, 2015 from 12:00 p.m. to 4:00 p.m. Seconded by Alderwoman Evans. All voted Aye; motion carried.

ORD. 2015-2175 AMEND CODE PERTAINING TO IMPACT FEES G.1. Alderman Dandrea moved to adopt Ordinance No. 2015-2175, AN ORDINANCE TO AMEND §92-9 OF THE MUNICIPAL CODE PERTAINING TO IMPACT FEES FOR PARKS, PLAYGROUNDS, AND OTHER RECREATIONAL FACILITIES AND PERTAINING TO REFUND OF IMPACT FEES PROCEDURES. Seconded by Alderman Schmidt. All voted Aye; motion carried.

RES. 2015-7086 APPROVING CSM (MC HOME BUILDERS LLC, APPLICANT) (7979 S. 68TH ST.) G.2. Alderman Schmidt moved to adopt Resolution No. 2015-7086, A RESOLUTION CONDITIONALLY APPROVING A 3-LOT CERTIFIED SURVEY MAP, BEING A PART OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 21 EAST IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (MC Home Builders, LLC, Applicant)(7979 South 68th Street). Seconded by Alderwoman Evans. All voted Aye; motion carried.

ORD. 2015-2176 AMEND UDO FOR CREATION OF NEW LOTS OF RECORD IN B-4 S. 27TH ST. MIXED-USE G.3. Alderwoman Evans moved to adopt Ordinance No. 2015-2176, AN ORDINANCE TO AMEND SECTION 15-3.0304A.2. OF THE UNIFIED DEVELOPMENT ORDINANCE TO ALLOW FOR THE CREATION OF NEW LOTS OF RECORD FOR EXISTING ONE-FAMILY DETACHED DWELLINGS AND

- COMMERCIAL DIST. TWO-FAMILY ATTACHED DWELLINGS UPON PROPERTY IN THE B-4 SOUTH 27TH STREET MIXED-USE COMMERCIAL DISTRICT. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- RES. 2015-7087 APPROVING CONDOMINIUM PLAT S. CORDGRASS CIRCLE G.4. Alderwoman S. Mayer moved to adopt Resolution No. 2015-7087, A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR 8986-8988 SOUTH CORDGRASS CIRCLE CONDOMINIUMS AT 8986 AND 8988 SOUTH CORDGRASS CIRCLE EAST, LOT 47, PRAIRIE GRASS PRESERVE SUBDIVISION (ERIK R. BESTE, OWNER/APPLICANT). Seconded by Alderman Schmidt. All voted Aye; motion carried.
- SPECIAL EXCEPTION TO CERTAIN NRPP OF UDO (KAYLA'S PLAYGROUND) (APPROX. 3723 W. PUETZ RD.) G.5. Alderwoman Evans moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of the City of Franklin for a Special Exception to certain Natural Resource provisions of the City of Franklin Unified Development Ordinance (Kayla's Playground at Franklin Woods)(Approximately 3723 West Puetz Road) as amended. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- VENDORS FOR MATERIALS AND TOOLS FOR KAYLA'S PLAYGROUND G.6.a Alderwoman Evans moved to direct staff to solicit vendors, for purchase or bid as required by law, for supplying miscellaneous materials and tools needed for construction of Kayla's Playground in September. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- SUPPORT TRAIL EXTENSION TO CHRISTINE RATHKE MEMORIAL PARK TRAIL G.6.b Alderman Schmidt moved to support the Christine Rathke Memorial Park trail extension east to the Milwaukee County Oak Leaf Trail (approximately 1,550 linear feet) and direct staff and the Complete Streets and Connectivity Committee to return with more accurate cost estimates and return with a contract for engineering services. Seconded by Alderwoman S. Mayer. All voted Aye; motion
- PROCEED WITH FRANKLIN HIKE-BIKE PATH AND RETURN WITH BIDS Alderwoman S. Mayer direct staff to moved forward with engineering and paving of the Franklin Hike-Bike Path (approximately 4,155 linear feet) with further review of the parking, and return with bids. Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- ENGINEERING SERVICES FOR Alderwoman S. Mayer moved to direct the City Engineer to return with contract for engineering services for the Southbrook

- SOUTHBROOK CHURCH TRAIL Church Trail, W. St. Martins Road to W. Allwood Drive (approximately 1,450 linear feet). Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- PARK DEV./IMPACT FEE EXPENDITURE OPTIONS G.6.c. No action was necessary on the park development and park impact fee expenditure options.
- ORDER AND ISSUE PAYMENT FOR PLAYGROUND EQUIPMENT G.6.d. Upon recommendation of the Parks Commission and in accordance with the quote received and as anticipated in the Comprehensive Outdoor Recreation Plan and the 2015 Annual Budget, Alderman D. Mayer move to authorize staff to order and issue payment for the following playground equipment for a future mini-park: Minnesota/Wisconsin Playground proposal D7417E / Option One at a cost of \$50,000 with said authorization constituting an "Approved Project" expenditure from the Park Development appropriation. Seconded by Alderman Dandrea. All voted Aye; motion carried.
- ORD. 2014-2177 AMENDING 2015 ADOPTED BUDGET PARK DEVELOPMENT PROJECTS G.6.e. Alderman Schmidt moved to adopt Ordinance No. 2015-2177, AN ORDINANCE TO AMEND ORDINANCE NO. 2014-2152, AN ORDINANCE ADOPTING THE 2015 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT AND DEVELOPMENT FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2015, TO AMEND THE INTENT OF THE CAPITAL IMPROVEMENT FUND APPROPRIATIONS FOR CERTAIN PARK DEVELOPMENT PROJECTS AND TO AMEND THE DEVELOPMENT FUND APPROPRIATION FOR TRANSFERS TO THE CAPITAL IMPROVEMENT FUND FOR PARK PROJECTS. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.
Alderman Dandrea moved to authorize the full appropriation for Park Development as an "Approved Project" as structured in the 2015 Annual Budget document. Seconded by Alderwoman Evans. All voted Aye; motion carried.
- MARKET SQUARE PARK RESTROOMS G.6.f. Alderwoman S. Mayer motion to refer the restroom facility at Market Square Park (11230 W. Church Street) to Parks Commission and allow Alderman of District to guide this project and return at the discretion of Alderman of District. Seconded by Alderman D. Mayer. All voted Aye; motion carried.
- GUIDE TO COMPLETE STREETS AND CONNECTIVITY G.7. Alderwoman S. Mayer moved to allow the Franklin Complete Streets and Connectivity Committee and City staff to utilize the Guide to Complete Streets and Connectivity Network Map as a

NETWORK MAP

tool to further promote Complete Streets principles and for the review of public and private development projects, with placement on the City's website (City of Franklin Complete Streets and Connectivity Committee) and encourage all Aldermen to attend a CSC meeting for presentation of utilization of Network Map. Seconded by Alderman Schmidt. All voted Aye; motion carried.

ORD. 2015-2178
NONMETALLIC MINING
RECLAMATION

G.8.

Alderman S. Mayer moved to adopt Ordinance No. 2015-2178, AN ORDINANCE TO REPEAL AND RECREATE CHAPTER 176 OF THE MUNICIPAL CODE PERTAINING TO NONMETALLIC MINING RECLAMATION AND TO EDITORIALY NOTE THE PROVISIONS OF UNIFIED DEVELOPMENT ORDINANCE SECTION 15-3-0428, ORDINANCE NO. 97-1456 (PDD NO. 23) §13.27Ss6. AND UNIFIED DEVELOPMENT ORDINANCE SECTION 15-3.0429, ORDINANCE NO. 97-1457 (PDD NO. 24) §13.27t.6. TO STATE THE NONMETALLIC MINING RECLAMATION REGULATORY AUTHORITY OF CHAPTER 176 BY REFERENCE. Seconded by Alderman Schmidt. All voted Aye; motion carried.

RES. 2015-7088
NONMETALLIC MINING
RECLAMATION FEES

Alderman Schmidt moved to adopt Resolution No. 2015-7088, A RESOLUTION APPROVING A CITY OF FRANKLIN NONMETALLIC MINING RECLAMATION FEES SCHEDULE PURSUANT TO CHAPTER 176 OF THE MUNICIPAL CODE NONMETALLIC MINING RECLAMATION ORDINANCE SECTION 27. Seconded by Alderman Evans. All voted Aye; motion carried.

2014 ANNUAL REPORT
PLANNING DEPT.

G.9.

Alderman D. Mayer moved to place on file the Planning Department 2014 Annual Report, Review of Permits and Applications, Special Projects and Community Growth Issues (2010 through 2014 overview included). Seconded by Alderman Evans. All voted Aye; motion carried.

RES. 2015-7089
AWARDING CONTRACT
TO FIRST SUPPLY

G.10.

Alderman Dandrea moved to adopt Resolution No. 2015-7089, A RESOLUTION AWARDING THE CONTRACT TO FIRST SUPPLY IN THE AMOUNT OF \$26,557.25 FOR THE PURCHASE OF WATER MAIN AND SERVICE ITEMS AND MANHOLE FRAMES AND COVERS. Seconded by Alderman Schmidt. All voted Aye; motion carried.

RES. 2015-7090
RELEASE LETTER OF

G.11.

Alderman Evans moved to adopt Resolution No. 2015-7090, A RESOLUTION TO RELEASE AN IRREVOCABLE

CREDIT TO VERIZON
WIRELESS

LETTER OF CREDIT TO VERIZON WIRELESS FOR COMPLETED WORK AT 5550 WEST AIRWAYS AVENUE. Seconded by Alderman Schmidt. All voted Aye; motion carried.

SURVEY FOR WATER
SERVICE IN S. 46TH ST.
AND IN W. CREST CT.

G.12. Alderwoman Evans moved to direct staff to survey property owners for water service in the area of South 46th Street (between West Hilltop Lane and West Ryan Road) and the neighborhood south of West Crest Court and west of South 35th Street. Seconded by Alderman Schmidt. All voted Aye; motion carried.

RES. 2015-7091
AGREEMENT WITH DOT
FOR RECONSTRUCTION
OF USH 45

G.13. Alderman D. Mayer moved to adopt Resolution No. 2015-7091, A RESOLUTION TO SIGN A STATE MUNICIPAL AGREEMENT WITH WISCONSIN DEPARTMENT OF TRANSPORTATION FOR RECONSTRUCTION OF USH 45 FROM WEST ST. MARTINS ROAD TO WEST COLLEGE AVENUE. Seconded by Alderwoman Evans. All voted Aye; motion carried.

DPW STAFFING
AMENDMENT

G.14. Alderman D. Mayer moved to authorize amending staffing levels for the Department of Public Works by eliminating a Foreman position and adding a Heavy Equipment Operator position. Seconded by Alderman Schmidt. All voted Aye; motion carried.

MONTHLY FINANCIAL
REPORT

G.15. Alderman D. Mayer moved to place on file the March 2015 Monthly Financial Report. Seconded by Alderwoman Evans. All voted Aye; motion carried.

CONTRACT FOR CITY
HALL FIRE ALARM
SYSTEM

G.16. Alderwoman Evans moved to approve a Professional Services Contract with Simplex Grinnell for programming and testing of the ADA Compliant City Hall Fire Alarm System East Wing Project. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

G.17. Alderman D. Mayer moved to enter closed session at 8:35 p.m. pursuant to 19.85(1)(e) and (g), Wis. Stats., to consider a subrogation claim for the damage done to the City's ambulance on September 20, 2014, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

Upon reentering open session at 8:43 p.m., Alderman Schmidt moved to receive and file documentation as submitted by the Director of Administration. Seconded by Alderwoman S.

Mayer. All voted Aye; motion carried.

LICENSES AND
PERMITS

- H.1. Alderman Dandrea moved to approve the following 2015-2016 licenses:
- Grant Class B Beer license, subject to satisfactory inspections to M Squared Inc., Agent Leonard A Vanden Boom, 11357 W. St. Martins Rd.; and Oyagi Asian Bistro LLC, Agent Danny Lin, 6509 S. 27th St., #B;
- Grant Class B Combination and Entertainment & Amusement licenses, subject to satisfactory inspections and filing reinstatement with Wisconsin Department of Financial Institutions to B.S.T. LLC, Agent Brian Francis, 8933 S. 27th St.;
- Grant Class B Combination, Country Club, Entertainment & Amusement licenses, subject to satisfactory inspections, to Tuckaway Country Club, Inc., Agent Jennifer Jacobi, 6901 W. Drexel Ave.;
- Grant Class B Combination and Entertainment & Amusement licenses, subject to satisfactory inspections, to Three Cellars LLC, Agent Shawn Vollmer, 7133 S. 76th St.; Polish Heritage Alliance, Agent Thomas Rasmussen, 6941 S. 68th St.; Seventy Six Street Pub & Grill, Agent Debra Schaefer, 9643 S. 76th St.; Iron Mike's Bar LLC, Agent Michael Pues, 6357 S. 27th St.; Alley Katz Pub & Grill LLC, Agent John Trudeau, 11430 W. Swiss St.;
- Grant Class B Combination licenses, subject to satisfactory inspections, to ERJ Dining III, LLC, Agent Paul Thompson, 6439 S. 27th St.; Spirit Dreams LLC, Agent Scott Haese, 6507 S. 27th St.; Hudson Burger LLC, Agent Kimberly Olsen, 6421 S. 27th St.; La Toscana Ristorante LLC, Agent Mirela Sopiqoti, 8405 S. 27th St.;
- Grant Class B Combination license, subject to satisfactory inspections, payment of license fees and compliance with Wisconsin Department of Financial Institutions, to Robley Tech Inc., Agent Dennis Rau, 8330 W. Puetz Rd.; QT Pizza LLC, Agent Susan Toetz, 7119B S. 76th St.; M & W Leung LLC, Agent May Leung, 7236 S. 76th St.;
- Grant Class B Combination license, subject to satisfactory inspections, payment of license fees and Incident Report, to H B & H LLC, Agent Gerald Hay, 10741 S. 27th St.;
- Grant Class B Combination & Coin Operated Machine licenses, subject to satisfactory inspections, payment of license fees and compliance with Wisconsin Department of Financial Institutions, to Romey's Place LLC, Agent Nathan Fabry, 7508 S. North Cape Rd.;

Grant Class B Combination, Entertainment & Amusement and Coin Operated Machine licenses, subject to satisfactory inspections and payment of license fees, to Hanley's Grille & Bar LLC, Agent Terrence Hanley, 7101 S. 76th St.;

Grant Class B Combination and Entertainment & Amusement licenses, subject to satisfactory inspections and payment of license fees, to The Bowery LLC, Agent Roger Hein, 3023 W. Ryan Rd.; Rawson Pub Inc, Agent Steven Schweitzer, 5621 W. Rawson Ave.; Polonia Sport Club Inc, Agent Teresa Polanski, 10200 W. Loomis Rd.;

Grant Class B Combination and Entertainment & Amusement licenses, subject to satisfactory inspections, payment of license fees and Incident Reports, to Buckhorn Bar & Grill, Owner Christopher Matecki, 9461 S. 27th St.;

Grant Class B Combination, Entertainment & Amusement and Bowling licenses, subject to satisfactory inspections, to Country Lanes LLC, Agent Robert Sczerzen, 11231 W. Forest Home Ave.;

Grant Class B Combination and Entertainment & Amusement licenses, subject to satisfactory inspections and Incident Report, to The Rock Sports Complex LLC, Agent Thomas Johns, 7900 W. Crystal Ridge Dr.; Landmark of Franklin LLC, Agent Lori Knaack-Helm, 11401 W. Swiss St.;

Grant Class B Combination and Coin Operated Machine licenses, subject to satisfactory inspections, to Pantheon Inc, Agent Debbie Koutromanos, 7621 W. Rawson Ave.;

Grant Class B Combination license, subject to satisfactory inspections and payment of license fees, to St. Martins Inn LLC, Agent Dennis Wegner, 11318 W. St. Martins Rd.; Petates LLC, Agent Arturo Napoles, 9405 S. 27th St.; RLGIDI Inc, Agent Rex Idrizi, 3137 W. Rawson Ave.; Bhagvati Enterprises LLC, Agent Surjit Singh, 7107 S. 76th St.;

Grant Reserve Class B Combination and Entertainment & Amusement licenses, subject to satisfactory inspections and payment of license fees, to Franklin Hotel Co LLC, Agent Eric Bates, 9575 S. 27th St.;

Grant Reserve Class B Combination and Entertainment & Amusement licenses, subject to satisfactory inspections, to Federation of Croatian Societies, Inc, Agent Josef Pelicarić, 9100 S. 76th St.;

Grant Class B Combination and Entertainment & Amusement licenses, subject to satisfactory inspections, payment of license fees and Incident Report, to Irish Cottage of Franklin, Agent Roseann Losiniecki, 11433 W. Ryan Rd.;

Grant Class B Combination and Entertainment & Amusement

licenses, subject to satisfactory inspections, payment of license fees and compliance with Wisconsin Department of Financial Institutions, to Little Cancun LLC, Agent Veronica Cervera, 7273A S. 27th St.;

Grant Class A Combination license, subject to satisfactory inspections, to Kwik Trip, Inc., Agent Kevin Butler, 10750 W. Speedway Dr.; Kwik Trip, Inc., Agent Stacy Anderson, 5040 W. Rawson Ave.; Wal-Mart East Stores LP, Agent David Brunette, 6701 S. 27th St.; Wisconsin CVS Pharmacy LLC, Agent Samantha Klaphake, 5220 W. Rawson Ave.; Walgreen Co., Agent William Dedynski, 7130 S. 76th St.; Walgreen Co., Agent Neil Morgenthaler, 9909 W. Loomis Rd.; Sam's East, Inc, Agent Aaron Marshall, 6705 S. 27th St.; Target Corporation, Agent Christopher Gresky, 7800 S. Lovers Lane Rd.; Mega Marts, LLC, Agent Daniel Romero, 7780 S. Lovers Lane Rd.; Ultra Mart Foods, LLC, Agent John Stachowiak, 7201 S. 76th St.; Sendik's Franklin LLC, Agent Theodore Balistreri, 5200 W. Rawson Ave.; Franklin Quik Chek LLC, Agent Virendra Verma, 8305 S. 27th St.; Jujhar LLC, Agent Hardip Bhatti, 11123 W. Forest Home Ave.; Ryan Fuel LLC, Agent Kavita Khullar, 5120 W. Ryan Rd.;

Grant Class A Combination license, subject to satisfactory inspections and payment of license fee, to Hodach Petroleum Inc, Agent Stephen Hodach, 9830 W. St Martins Rd.; 7-Eleven Inc, Agent James Fiene, 7610 W. Rawson Ave.; 27th Street Mobil LLC, Agent Karam Toor, 6611 S. 27th St.;

Grant Class A Combination license, subject to satisfactory inspections and agent change documentations, to Walgreen Co., 9527 S. 27th St.;

Grant Daycare licenses, subject to satisfactory inspections, to Faith Academy Child Development Center, Manager Jennifer Finch, 7700 W. Faith Dr.; Little Gems Academy, Manager Dennis Vlach, 9758 S. Airways Ct.; Jubilee Faith Center Inc., Director Tanya Soich, 3639 W. Ryan Rd.;

Grant Auto Salvage license, subject to satisfactory inspections, to Durham Auto Salvage & Sales, Inc, Owner Gilbert Couillard, 10528 S. 124th St.;

Grant Amusement Device Operator license to National Entertainment Network LLC, Agent Edward Flaherty, 325 Interlocken Pkwy. B, Broomfield, CO; Red's Novelty Ltd, Agent Jay Jocomet, 1921 S. 74th St., West Allis; National Amusement, Agent Janis Thein, 2740 S. 9th Pl., Milwaukee;

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

Alderwoman Evans moved to grant 2015-2016 Reserve Class B Combination and Entertainment & Amusement licenses to Gus' Mexican Cantina, subject to satisfactory inspection and payment of fees. Seconded by Alderman Dandrea. On roll call, Alderwoman S. Mayer, Alderman Schmidt, Alderwoman Evans and Alderman Dandrea voted Aye; Alderman D. Mayer voted No. Motion carried.

Alderwoman Evans moved to approve the following 2015-2016 licenses:

Grant 2014-2015 Operator license to Michael T Langenohl, 10982 W. Grange Ave., Hales Corners;
Hold 2014-2015 Operator license application for final disposition of 3/15/15 Police Report, from Jonathan Wiemer, 5345 W. Midland Dr., Milwaukee;
Hold 2014-2015 and 2015-2016 Operator license applications for appearance from Joshua Farrell, 7417 S. 36th St.;
Grant Operators' licenses to Adam Arbogash, 1351 N. 70th St., Wauwatosa; Miguel Arce Jr., 2208 S. 75th St., West Allis; Amy Balcerzak, 2605 E. Emily Ave., Oak Creek; Jill Barth, 7811 S. Scepter Dr., #20; Michael Bartolone, 8041 W. Tripoli Ave, Milwaukee; Larry Behrendt, 6631 S. 51st St.; Virginia Bennett, W140S9287 Boxhorn Dr., Muskego; Randy Beres, 6945 Darnell Ln., Greendale; Megan A Bieringer, 8136 W. Coventry Dr.; Phoebe Botros, 10350 S. Justin Dr., Oak Creek; John Braovac, 1335 S. 124th St., Brookfield; Pamela Brys, 1720 W. Meyer Ln., #6104, Oak Creek; Qiao Rong Chen, 6610 S. 35th St., #201; Scott Christofferson, S76W17145 Deer Creek Ct., Muskego; Kristen Deford, 7161 S. 38th St.; Julie Delgado, 11416 W. Church St.; Alexander Esenberg, 4806 W. Midland Dr., Greenfield; James Felske, 8002 W. Burdick Ave. Upper, Milwaukee; Eric Gagliano, 3723 Meadow Rose Ct., Franksville; Nicole Gaus, 929 N. 8th St., #15, Sheboygan; Veronica Gibbs, 1509 Walnut St., South Milwaukee; Tanya Gidlund, 5001 S. 40th St., Greenfield; Erin Gorniak, 1560 N. Edison St., Milwaukee; Alisha Gragg, 6904 W. Beloit Rd., West Allis; Christina Gramoll, 6375 S. 35th St., #78; Halina Grochowski, 1111 W. Rosewood Tr., Oak Creek; Nicole Hall, 1983 S. 83rd St., West Allis; Luke Hartung, 664 Shirley Dr., Franksville; Patti Hartung, 664 Shirley Dr., Franksville; Kathryn Hudson, 9030 S. Cordgrass Cir. E; Ozzie Jackson, Jr, 3450 E. American Ave., Oak Creek; Jenny Jennings, 26448 Kendra Ln., Wind Lake; Monica Johnson, 10335 Caddy Ln., Caledonia; Amanda Jonas, 8263 Firewood Ln., Greendale;

Mohammad Ali Kamran, 5012 S. 58th St., Greenfield; Ashley Kaniasty, 9615 S. Veronica Dr., Oak Creek; Kelly Kastner, 2176 S. 95th St., Apt. 4, West Allis; Kelly Kuglitsch, 320 E. Oklahoma Ave., Milwaukee; Rebecca Lehmann, 3445 S. 24th St., Milwaukee; Brittney Levenhagen, 6516 S. 35th St., #206; Sara Ligocki, 10400 S. Redwood Ln., Oak Creek; Steven Lippel, 4820 S. 68th St., #1, Greenfield; Marcia Lonzaga, 753 N. 116th St., Wauwatosa; Michelle Lucchesi, 2050 W. Van Beck Ave., Milwaukee; Michael Magolan, W125S8583 Countryview Ct., Muskego; Mark Matecki, 1007 W. Morgan Ave., Milwaukee; Jan Matuszak, 7520 S. Manitowoc Ave., Oak Creek; Michelle McDonald, 718 S. 112th St., West Allis; Jacob Melby, 8615 W. Center St., #3, Milwaukee; Alysia Moga, 5885 Tower Rd., #1, Greendale; Josefina Mora, 435 W. Aspen Dr., Unit 19, Oak Creek; Lynette Naumann, 3780 E. County Line Rd., Oak Creek; Eriquia Oliver, 557 E. Jefferson St., Burlington; Andrew Page, 4642 W. Crawford Ave., Greenfield; Sarah Page, 1227 Williams Ave., South Milwaukee; Jason Peterson, 129 Allen St., #6, Walworth; Jeanne Rainwater, 2604 W. LeRoy Ave., Milwaukee; Charlie Ray, 1725 W. Timber Ridge Ln. #6303, Oak Creek; Debra Reichart, 25304 Windsong Ct., Windlake; Michael Reichl, 7557 S. Drake Ln.; Mark Reikowski, W125S8317 North Cape Rd., Muskego; Laura Rogers, 3105 W. Mangold Ave., #1, Greenfield; Christine Rozewicz, 8123 S. Legend Dr., Unit A; Billie Russ, S65W13964 Janesville Rd., Muskego; Amanda Schaefer, 3272 S. Quincy Ave., Milwaukee; Lisa Schaefer, 212 S. Barclay St. #303, Milwaukee; Judy Schneider, 1088 Quail Ct., #227, Pewaukee; Timothy Sheldon, 9461 S. 27th St., #1; Dale Steingold, 1832 108th St., Franksville; Alicia Steinmetz, 12921 6 ½ Mile Rd., Caledonia; Sandra Strucel-Dzioba, 6611 S. Whitnall Edge Rd.; Rafal Szot, 4618 S. 50th St., Greenfield; Erica Thompson-Wilson, 6850 W. Kathleen Ct. #2; Nathan Tiedke, 8029 S. 61st St.; Kathleen Varga, 2605 Rebecca Dr., Racine; Richard Vasta, 5634 S. 14th St., Milwaukee; Joseph Velazquez, 1427 E. Buckwood Ct., Oak Creek; Judith White, 3302 W. Franklin Terr.; Denise Widenski, 7335 S. Quincy Ave., Oak Creek; Teresa Woychik, 9051 S. Chicago Rd., Oak Creek; Vanessa Wozney, 1204 E. Connie Ln., Oak Creek; Alyssa Zacher, 595 E. Shepard Hills Dr., Oak Creek; LeQuisha Zackery, 11227 W. Oklahoma Ave. #24, West Allis and Raquel Zalewski, 3500 W. Southland Dr.;

Hold Operator's license application for appearance and obtaining police report by Jennifer Castillo, 5601 Castle Ct., Apt 202, Racine;

Hold Operator's license application for appearance by Margaret

Spranger, 1208 Augusta St., Racine.
Seconded by Alderman Dandrea. All voted Aye; motion carried.

Alderman Dandrea moved to grant the following 2015-2016 licenses:

Grant 2014-2015 Class B Combination & Bowling license, subject to satisfactory inspections to Root Group LLC, Agent David Church, 7220 W. Rawson Ave.;

Grant 2014-2015 Operator License to Sean Hurab, 2729 N. University Dr., Apt. #101, Waukesha;

Grant Class B Combination & Bowling license, subject to satisfactory inspections to Root Group LLC, Agent David Church, 7220 W. Rawson Ave.;

Grant Daycare licenses, subject to satisfactory inspections, to Risen Savior Lutheran Preschool, Manager Jennifer Schmidt, 9501 W. Drexel Ave.; Kinder Care Learning Center, Manager Kati Zuberbier, 6350 S. 108th St.;

Grant Amusement Device Operator licenses to Wisconsin P&P Amusement, Owner Michael Weigel, 12565 W. Lisbon Rd., Brookfield; and Mitchell Novelty Co, Owner Ralph Fleege, 3506 W. National Ave., Milwaukee;

Grant Entertainment & Amusement licenses, subject to satisfactory inspections to Milwaukee County Sports Complex, 6000 W. Ryan Rd.; Oakwood Park Golf Course, 3600 W. Oakwood Rd.; and Whitnall Park Golf Course, Manager Joe Mrozinski, 6751 S. 92nd St.;

Hold Extraordinary Entertainment & Special Event license application for additional security information by Xaverian Missionaries, Fr. Mark Marangone, 4500 Xavier Dr. for 6/27-6/28, 2015;

Grant Temporary Class B Beer and Wine licenses to Xaverian Missionaries, Fr. Mark Marangone, 4500 Xavier Dr. for 6/27-6/28, 2015;

Grant Temporary Class B Beer and Temporary Entertainment & Amusement licenses to Civic Celebration, Michael Reichl, 9229 W. Loomis Rd. for 7/2/2015 through 7/5/2015;

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

VOUCHERS AND
PAYROLL

- I.1. Alderman Dandrea moved to approve net general checking account City vouchers in the range of Nos. 156397 through 156539 in the amount of \$1,138,925.92 dated May 5, 2015 through May 14, 2015. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Aldерwoman S. Mayer moved to approve the net payroll dated May 15, 2015 in the amount of \$347,508.03 and payments of the various payroll deductions in the amount of \$209,903.69 plus any City matching payments, where required. Seconded by Aldерwoman Evans. On roll call, all voted Aye. Motion carried.

Aldерwoman Evans moved to approve the net payroll dated May 29, 2015 estimated at \$370,000 and payments of the various payroll deductions estimated at \$365,000 plus any City matching payments, where required. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to approve property tax refunds in the range of Nos. 14858 through 14862 in the amount of \$618.08 dated May 1, 2015 through May 14, 2015. Seconded by Alderman D. Mayer. On roll call, all voted Aye. Motion carried.

Aldерwoman Evans moved to authorize the Finance Department to pay Graef vouchers in May approved by the Engineering Department related to Park projects so as to capture Park Impact Fees. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

J.

Alderman Schmidt moved to adjourn the meeting at 9:00 p.m. Seconded by Alderman D. Mayer. All voted Aye; motion carried.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>6/02/2015</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>RESOLUTION NAMING THE ALL-ACCESSIBLE, ALL-INCLUSIVE PLAYGROUND DEVELOPMENT AT FRANKLIN WOODS, "KAYLA'S PLAYGROUND"</p>	<p>ITEM NUMBER</p> <p><i>G.1.</i></p>

On March 17, 2015, the Common Council moved to preliminarily name the all-accessible, all-inclusive playground development at Franklin Woods, "Kayla's Playground" and to publish the recommended name as a Class 2 notice, specifying a thirty (30) day public comment period in the City's official newspaper, in accordance with Resolution No. 2010-6634, A City Buildings, Parks and Facilities Naming Policy.

The City Clerk's office has received ten letters during the public comment period, from May 1 to May 30, 2014. The letters all request the name "Kayla's Playground".

According to Park V. Naming City Buildings, Parks and Facilities, Number 6, of Resolution No. 2010-6634, "After the thirty (30) day public comment period, the Common Council will pass a resolution adopting or rejecting the name".

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2015-_____, a resolution naming the all-accessible, all-inclusive playground development at Franklin Woods, "Kayla's Playground".

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2015-_____

A RESOLUTION NAMING THE ALL-ACCESSIBLE, ALL-INCLUSIVE PLAYGROUND DEVELOPMENT AT FRANKLIN WOODS "KAYLA'S PLAYGROUND"

WHEREAS, Common Council at its regular meeting on March 17, 2015 adopted a motion to preliminarily name the all-accessible, all-inclusive playground development at Franklin Woods "Kayla's Playground", and to publish the recommended name as a Class 2 notice, specifying a thirty (30) day public comment period in the City's official newspaper, in accordance with Resolution No. 2010-6634, A City Buildings, Parks and Facilities Naming Policy; and

WHEREAS, the Parks Commission at its regular meeting on March 9, 2015 recommended "Kayla's Playground" as the official name; and

WHEREAS, the City has received written Citizen comments and recommendations during the filing period from May 1, 2015 through May 30, 2015, and the Common Council having considered such comments and recommendations and the recommendation of the Parks Commission.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, pursuant to Resolution No. 2010-6634 Section V.6., that the all-accessible, all-inclusive playground be and the same is hereby named the "Kayla's Playground".

Introduced at a regular meeting of the Common Council of the City of Franklin this 2nd day of June, 2015.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2015.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES NOES ABSENT

CITY OF FRANKLIN
NOTICE OF PUBLIC COMMENT PERIOD

NOTICE IS HEREBY GIVEN that the Common Council of the City of Franklin at its regular meeting on March 17, 2015, adopted a motion to preliminarily name the all-accessible, all-inclusive playground development at Franklin Woods, "Kayla's Playground", and that the recommended name be published as a Class 2 notice, specifying a thirty (30) day public comment period in the City's official newspaper, in accordance with Resolution No. 2010-6634, A City Buildings, Parks and Facilities Naming Policy. The Parks Commission at its regular meeting on March 9, 2015, recommended "Kayla's Playground" as the official name.

NOTICE IS HEREBY FURTHER GIVEN that the Common Council will accept citizen comments and recommendations with regard to the proposed "Kayla's Playground" official name from May 1, 2015 through May 30, 2015. Pursuant to Resolution No. 2010-6634 Section V.5., citizen comments and recommendations must be in writing to the City Clerk (9229 West Loomis Road, Franklin WI 53132) and must be postmarked within the thirty (30) day public comment period. Pursuant to Resolution No. 2010-6634 Section V.6., the Common Council will thereafter pass a resolution adopting or rejecting the name. The subject matter shall appear on the Common Council agenda for its regular meeting currently scheduled for June 2, 2015.

Sandra L. Wesolowski, City Clerk

N.B. Class II
Publish: April 30 and May 7, 2015

From: Annie Oklobdzija [wildpansy@wi.rr.com]
Sent: Wednesday, May 27, 2015 3:54 PM
To: Sandi Wesolowski
Subject: Kayla's Playground

I fully support the Parks Commission and it's recommendation to name the the all-accessible and all-inclusive playground to be built at Franklin Woods Nature Center "Kayla's Playground". I strongly encourage the Common Council to accept the Parks Commission's recommendation to name the playground "Kayla's Playground".

Annie Oklobdzija
Franklin Resident

Sent from my iPad

From: Eva Oklobdzija [evaoklob@hotmail.com]
Sent: Wednesday, May 27, 2015 4:50 PM
To: Sandi Wesolowski
Subject: Kayla's Playground

I fully support the Parks Commission and it's recommendation to name the the all-accessible and all-inclusive playground to be built at Franklin Woods Nature Center "Kayla's Playground". I strongly encourage the Common Council to accept the Parks Commission's recommendation to name the playground "Kayla's Playground".

Eva Oklobdzija
Franklin Citizen

Sent from my iPhone

From: Christine Gesinski [cgesinski@wi.rr.com]
Sent: Thursday, May 28, 2015 7:29 AM
To: Sandi Wesolowski
Subject: New Playground Name

I am a Franklin resident and homeowner and am writing to show my support for the naming of the new all-inclusive and all-accessible playground. I agree with the Parks Commission recommendation of the name "Kayla's Playground", in memory of Kayla Runte.

Thanks for your consideration.

Chris Gesinski
8217 S. 88th Street

From: Alice Boziel [aboziel@hotmail.com]
Sent: Thursday, May 28, 2015 8:58 AM
To: Sandi Wesolowski
Subject: Name the park "Kayla's Playground"

I fully support the Parks Commission and it's recommendation to name the the all-accessible and all-inclusive playground to be built at Franklin Woods Nature Center "Kayla's Playground". I strongly encourage the Common Council to accept the Parks Commission's recommendation to name the playground "Kayla's Playground".

Alice Boziel

From: Maria Kinzer [mkinzer@wi.rr.com]
Sent: Thursday, May 28, 2015 10:10 AM
To: Sandi Wesolowski
Subject: Kayla's Playground

I fully support that the new Playground be named KAYLA'S PLAYGROUND.
sincerely, Maria Kinzer.

From: Russ Darla Miller [russsdarla@outlook.com]
Sent: Thursday, May 28, 2015 11:04 AM
To: Sandi Wesolowski
Subject: Playground naming

I fully support the Parks Commission and it's recommendation to name the the all-accessible and all-inclusive playground to be built at Franklin Woods Nature Center "Kayla's Playground". I strongly encourage the Common Council to accept the Parks Commission's recommendation to name the playground "Kayla's Playground".

Thank you,

Darla Miller
8203 W. Coventry Dr.
Franklin, WI

From: Lena Seiske [lseiske@att.net]
Sent: Thursday, May 28, 2015 12:21 PM
To: Sandi Wesolowski
Subject: Kayla's Playground

I am in favor of naming the playground for all abilities Kayla's Playground.
we have worked many hours for Kayla' Krew and will be very disappointed if the name does not remain Kayla's Playground.

Thank You!
Lena Seiske

From: MARY KAROLEWICZ [mary.karolewicz@gmail.com]
Sent: Thursday, May 28, 2015 2:21 PM
To: Sandi Wesolowski
Cc: russdarla@outlook.com; MARY KAROLEWICZ
Subject: Playground Name

Dear Council Members,

I fully support the Parks Commission and it's recommendation to name the the all-accessible and all-inclusive playground to be built at Franklin Woods Nature Center "Kayla's Playground". The drive to develop this playground to serve the special needs children/members of Franklin has truly been a community-wide effort, inspired by the joy and love for life that Kayla Runte shared with her family, friends and school during her short life. Following the Parks Commission's - a commission composed of Franklin community members - would honor her memory and offer the opportunity for all Franklin's citizens to play and enjoy the outdoors.

I strongly encourage the Common Council to accept the Parks Commission's recommendation to name the playground "Kayla's Playground".

Sincerely,

Mary Karolewicz

From: Larry Acker [lacker@wi.rr.com]
Sent: Thursday, May 28, 2015 5:57 PM
To: Sandi Wesolowski
Subject: KAYLA,S PLAYGROUND

Please Include my Support for the naming of the Playground AS "KAYLA'S PLAYGROUND".
Lawrence A Acker
7350 S. Lovers Ln. Rd Apt.255
Thank You

May 28, 2015

RECEIVED
CITY OF FRANKLIN
2015 MAY 29 AM 11:11

Sandra L. Wesolowski, City Clerk
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

RE: Resolution # 2010-6634 Section V.5
and Section V.6

Dear Ms. Wesolowski:

My husband, Arthur, and I feel strongly
that the all-inclusive playground
development at Franklin Woods be
named Kayla's Playground as its
official name.

Mary Pulizos
MARY PULIZOS

Arthur Pulizos
ARTHUR PULIZOS

7350 S. Loners Lane Rd Apt #442
Franklin, WI 53132

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/2/2015
REPORTS & RECOMMENDATIONS	Kayla's Playground Status 06/02/2015	ITEM NUMBER G.2.

STATUS

Since 05/19/2015 Common Council Meeting, design at Franklin Woods has progressed. Engineering Staff is progressing on design and bidding miscellaneous materials and tools. Play By Design is working on final Drawings. Graef is progressing on the electrical, structural, and architectural work. Johnson Nursery is working on the landscape design.

Upcoming Schedule

- 5/28 & 6/7 Advertise for Restrooms
- 6/4 & 6/11 Advertise for Misc Materials and Tools
- June 9 Pre-Construction Day with Play By Design
- June 13 Bid Opening for Restrooms
- June 16 Common Council Award Restrooms
- June 25 Bid Opening for Misc Materials and Tools
- Late June Advertise for Sitework
- July 7 Council Award Misc Materials and Tools
- July Bid Sitework
- August DPW and Contractor to perform preliminary sitework
- Sept 2-4 Pre-Build
- Sept 22-27 Community Build
- 9/28 – 10-9 Final Site Work
- 10/12 Ribbon Cutting

Current (05/15/2015) budget estimate is as follows:

\$ 68,000	Water Service
\$ 23,000	Sewer Service
\$ 43,000	Drive/Parking Lot
\$ 52,000	Walkways
\$ 95,000	Patio and Stone Storage
\$ 5,000	Erosion Sediment Control
\$ 20,000	Landscaping
\$201,000	Restrooms
\$ 7,000	Electric Service
\$107,000	Playground Equipment Purchase Direct
\$140,000	Playground materials
\$153,000	Playground Area
\$ 2,000	Remove Existing Playground Equipment
\$ 3,000	Utility Charges
\$ 3,000	Construction Related Expenses
\$ 2,000	Sign
\$ 55,000	GRAEF Design
\$ 60,000	Staff Design

\$1,039,000	subtotal
\$ 103,900	<u>10% contingency</u>
\$1,142,900	Total Budget Estimate (05/15/2015)

RECOMMENDATIONS

None needed.

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>June 2, 2015</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials to Execute a Memorandum of Understanding for the 2015 Use of the Softball Fields Located South of the City of Franklin Department of Public Works Facility at 7979 West Ryan Road with Franklin Force, Incorporated</p>	<p>ITEM NUMBER</p> <p><i>G. 3.</i></p>

Attached is a copy of the proposed understanding. The provisions are the same as they have been since the prior use approvals were granted, starting in 2011 (except for a reference to public use toilet facility provision by FPSD, which is not applicable at this time [was for months of April and May]). The Department of Public Works has no intended expansion need for the property at this time for 2015.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Memorandum of Understanding for the 2015 Use of the Softball Fields Located South of the City of Franklin Department of Public Works Facility at 7979 West Ryan Road with Franklin Force, Incorporated.

MEMORANDUM OF UNDERSTANDING FOR THE 2015 USE OF THE SOFTBALL
FIELDS LOCATED SOUTH OF THE CITY OF FRANKLIN DEPARTMENT OF
PUBLIC WORKS FACILITY AT 7979 WEST RYAN ROAD WITH
FRANKLIN FORCE, INCORPORATED

WHEREAS, Franklin Force, Incorporated requested that its use of the softball fields located on City of Franklin property south of the City Department of Public Works facility located at 7979 West Ryan Road, Franklin, which started in 2011, be continued for the year 2015 upon the same conditions; and

WHEREAS, the property upon which the softball fields are located is City property designated for future Department of Public works facilities expansion, and is not currently needed for such purpose in the year 2015; and

WHEREAS, there is a primary public purpose served in the continuation of the use of the subject softball fields by the Franklin Force, Incorporated, as well as the Franklin School District and other resident and non-resident teams and persons, and in the undertaking of the operational and maintenance requirements by designated softball fields users, in lieu of such property remaining unused and awaiting Public Works Facility expansion, or the City undertaking the time and expense of such operational and maintenance requirements for use; and

WHEREAS, the Franklin Common Council having considered a request from Franklin Force, Incorporated, a non-stock corporation operating a youth fast-pitch softball league, with its principal office located at 6320 West River Pointe Drive, Franklin, Wisconsin 53132, to continue its use, operation and maintenance activities for the subject softball fields as were previously approved since 2011, while recognizing the Franklin Public School District priority use thereof, has determined it appropriate and reasonable to continue the authorization of such use for the year 2015.

NOW, THEREFORE, it is hereby understood and agreed, by the undersigned, as follows:

1. Franklin Force, Incorporated is hereby designated as a user of the softball fields located south of the Public Works facility at 7979 West Ryan Road, Franklin, Wisconsin, as depicted upon the map annexed hereto as Exhibit A, for the purposes of its youth fast-pitch softball league game and practice activities.
2. In consideration of such designation, Franklin Force, Incorporated, agrees as follows:
 - a. It shall provide a certificate of insurance evidencing it being an insured by an authorized insurance carrier against all liability in any way arising from or pertaining to its use or activities as set forth in this Memorandum, whatsoever, in the general format of the youth sports league insurance industry standard insurance policy as was previously

approved for and maintained by it, in the minimum limit amount of \$1,000,000, naming the City of Franklin as an additional insured, which certificate shall be filed with the office of the City Clerk.

- b. It shall provide all scheduling services required for the use of the subject softball fields by others for youth game and practice activities, which scheduling shall provide that the use by the Franklin Public School District shall be primary.
 - c. It shall provide user scheduling on a first come first serve basis.
 - d. It shall not charge any fee to any user.
 - e. It shall require any user to file a certificate of insurance meeting the terms of subpar. a. above with the office of the City Clerk prior to any use.
 - f. It shall provide all reasonably necessary maintenance of the property supporting the softball fields, and the bleachers, benches, fences, and two shed-like structures (located between the fields to the north) thereon, including grass cutting, field marking and any other maintenance necessary so that the property is safe for users and attendees and reasonably neatly kept, except for those maintenance activities to be undertaken by the Franklin School District as set forth under par. 3. below.
 - g. It shall provide a portable toilet facility and the maintenance thereof to serve persons on the property at its cost, commencing June 1, 2015.
 - h. It shall provide all necessary trash collection and disposal services for the property at its cost.
 - i. It may provide for food and drink and other traditional baseball field use concessions sales on the softball fields property, provided that such use is approved in advance by the City Health Department pursuant to all laws, rules, regulations and codes.
 - j. It may provide signage on the softball fields property, provided that such use is approved in advance by the City Building Inspection Department and/or Architectural Review Board pursuant to all laws, rules, regulations and codes.
3. Franklin Public School District is also a designated as a user of the subject softball fields and in consideration thereof, agreed to provide all grass cutting reasonably and seasonably required on the property for the year 2015. The District owned aluminum team benches shall remain on the property all year. The District shall have access to the two shed-like structures (located between the fields to the north) for use related equipment storage.

4. Franklin Force, Incorporated agrees that its use and activities as set forth herein and all matters in any way related thereto shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local. To the fullest extent permitted by law, Franklin Force, Incorporated shall defend, indemnify and hold harmless the City, the City's officers, employees, agents, boards, commissions and agencies from and against all costs, losses, and damages caused by the negligent or intentional and wrongful acts of Franklin Force, Incorporated, its officers, directors, employees, agents and consultants with respect to this Memorandum.
5. Franklin Force, Incorporated acknowledges that its respective use should not encroach upon the private properties adjoining the softball fields property to the east. Franklin Force, Incorporated agrees to notify users scheduled by it of the existence of such private properties and that they should not be encroached upon.
6. Franklin Force, Incorporated is an independent contractor and all persons furnishing services to Franklin Force, Incorporated are employees of, or independent subcontractors of, and/or volunteers of Franklin Force, Incorporated and not of the City of Franklin.
7. The Franklin Force, Incorporated contact person for scheduling and all other matters hereunder shall be Jane Harmeyer, to be contacted at telephone number 414-698-1642, which information shall be publicly posted.
8. This Memorandum of Understanding shall terminate on December 31, 2015. This Memorandum of Understanding may be terminated earlier by the City of Franklin Common Council upon any determination in its sole discretion, as it may apply to any user of the subject property, individually, jointly or severally, that there has been as substantial breach of any governmental laws, statutes, decisions, codes, rules, orders, and ordinances, or any provision hereof as it may factually apply to such user(s), upon written notice to the subject user(s).

Franklin Force, Incorporated

By: _____
Lawrence Victory, President

Dated: _____

City of Franklin

By: _____
Stephen R. Olson, Mayor

Dated: _____

By: _____
Sandra L. Wesolowski, City Clerk

Dated: _____

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2015-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A
MEMORANDUM OF UNDERSTANDING FOR THE 2015 USE OF THE SOFTBALL
FIELDS LOCATED SOUTH OF THE CITY OF FRANKLIN DEPARTMENT OF PUBLIC
WORKS FACILITY AT 7979 WEST RYAN ROAD WITH
FRANKLIN FORCE, INCORPORATED

WHEREAS, the Franklin Force, Incorporated requested approval of its use of the two softball fields located on City of Franklin property south of the City Department of Public Works facility for the year 2015, such use having been previously approved since 2011; and

WHEREAS, the Common Council having reviewed such request and having found same to be reasonable and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Memorandum of Understanding for the 2015 Use of the Softball Fields Located South of the City of Franklin Department of Public Works Facility at 7979 West Ryan Road with Franklin Force, Incorporated, in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>June 2, 2015</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>A Resolution Authorizing Certain Officials to Execute a Memorandum of Understanding for the Franklin Public School District use of the Softball Fields Located South of the City of Franklin Department of Public Works Facility at 7979 West Ryan Road</p>	<p>ITEM NUMBER</p> <p><i>G.4.</i></p>

Attached is a copy of the proposed understanding. The provisions are the same as they have been since the prior use approvals were granted (except and excluding the 2014 provisions pertaining to the installation of the dugouts, which project was completed in 2014), starting in 2011. The Department of Public Works has no intended expansion need for the property at this time for 2015.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute a Memorandum of Understanding for the Franklin Public School District use of the Softball Fields Located South of the City of Franklin Department of Public Works Facility at 7979 West Ryan Road.

MEMORANDUM OF UNDERSTANDING FOR THE FRANKLIN PUBLIC SCHOOL DISTRICT USE OF THE SOFTBALL FIELDS LOCATED SOUTH OF THE CITY OF FRANKLIN DEPARTMENT OF PUBLIC WORKS FACILITY AT 7979 WEST RYAN ROAD

WHEREAS, the Franklin Public School District requested approval of its use of the two softball fields located on City of Franklin property south of the City Department of Public Works facility located at 7979 West Ryan Road, Franklin, Wisconsin, and the Common Council having granted same.

NOW, THEREFORE, it is hereby understood and agreed, by the undersigned, as follows:

- 1. Franklin Public School District is hereby designated as a user of the subject softball fields for the year 2015 and in consideration thereof, agrees to provide all grass cutting reasonably and seasonably required on the property for the year 2015. The District owned aluminum team benches shall remain on the property all year. The District shall have access to the two shed-like structures (located between the fields to the north) for use related equipment storage.
2. Franklin Public School District agrees that its use and activities as set forth herein and all matters in any way related thereto shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local. To the fullest extent permitted by law, Franklin Public School District shall defend, indemnify and hold harmless the City, the City's officers, employees, agents, boards, commissions and agencies from and against all costs, losses, and damages caused by the negligent or intentional and wrongful acts of Franklin Public School District, its officers, directors, employees, agents and consultants with respect to this Memorandum.
3. Franklin Public School District is an independent contractor and all persons furnishing services to Franklin Public School District are employees of, or independent subcontractors of, and/or volunteers of Franklin Public School District and not of the City of Franklin.

Franklin Public School District

By: Sara K. Unertl, CAA
Athletic & Activities Director

Dated:

City of Franklin

By: Stephen R. Olson, Mayor

Dated:

By: Sandra L. Wesolowski, City Clerk

Dated:

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2015-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR THE INSTALLATION AND MAINTENANCE OF DUGOUTS FOR AND THE USE OF THE SOFTBALL FIELDS LOCATED SOUTH OF THE CITY OF FRANKLIN DEPARTMENT OF PUBLIC WORKS FACILITY AT 7979 WEST RYAN ROAD

WHEREAS, the Franklin Public School District requested approval of its use of the two softball fields located on City of Franklin property south of the City Department of Public Works facility; and

WHEREAS, the Common Council having reviewed such request and having found same to be reasonable and in the public interest.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Memorandum of Understanding for the Franklin Public School District Use of the Softball Fields, in the form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 06/02/2015
REPORTS & RECOMMENDATIONS	RESULTS OF SURVEY 46TH STREET AND CREST COURT AREAS FOR WATER SERVICE.	ITEM NUMBER G.5.

BACKGROUND

At the May 19, 2015 Common Council meeting, Staff was given direction to do a preliminary survey to Residents in two neighborhoods that have asked the City to consider extension of water service.

One area is along **46th Street** between W. Hilltop Lane and West Ryan Road. At least three residents are sharing a common well and the well is reported to be in disrepair. The un-watered neighborhood encompasses approximately 19 properties as indicated on attached exhibit.

The second area is a neighborhood south of **Crest Court** and west of 35th Street. The City is planning to extend a water main from 35th / Crest westerly one block to provide water service to a new restroom facility at Franklin Woods Park. During public comments concerning the park project, residents to the south have asked about the availability of water. This project could include as many as 131 homes as indicated on the attached exhibit.

The preliminary surveys asked property owners to respond as follows:

- I am not at all interested in having water service from the City of Franklin
- I may be interested in having water service available, please provide more information
- I am definitely interested in having Franklin Water Service

ANALYSIS

46th Street Responses:

It should be noted that the resident who prompted the request did not respond.

- 19 Total Surveyed Properties
- 10 Responses received (53%)
- 3 Yes Responses (30% of respondents)
- 3 Maybe Responses (30 % or respondents)
- 4 No Responses (40% of respondents)

Staff recommends that the responses warrant a more detailed evaluation with costs and survey of property owners.

Crest Court Extension Responses:

- 132 Total Surveyed Properties
- 60 Responses received (45%)
- 7 Yes Responses (12% of respondents)
- 17 Maybe Responses (28 % or respondents)
- 36 No Responses (60% of respondents)

Staff recommends that the responses do not warrant sufficient interest for the entire neighborhood. Extension of the watermain from Crest/36th Street intersection a few blocks to capture the interested properties on Maplecrest and Glenwood may be warranted. Direction from Common Council is needed. Given that a consultant is preparing plans for the extension of the watermain along Crest Ct, the consultant would be in position to help staff complete this in a timely response so that the work could be done in conjunction with the work at the park.

Maps and spreadsheets with responses are enclosed.

OPTIONS

Direct staff to further investigate and survey property owners in desired locations. Or table.

FISCAL NOTE

Funding would be by special assessments and water impact fees. A change order with the consultant would be presented at the next Common Council meeting for signature.

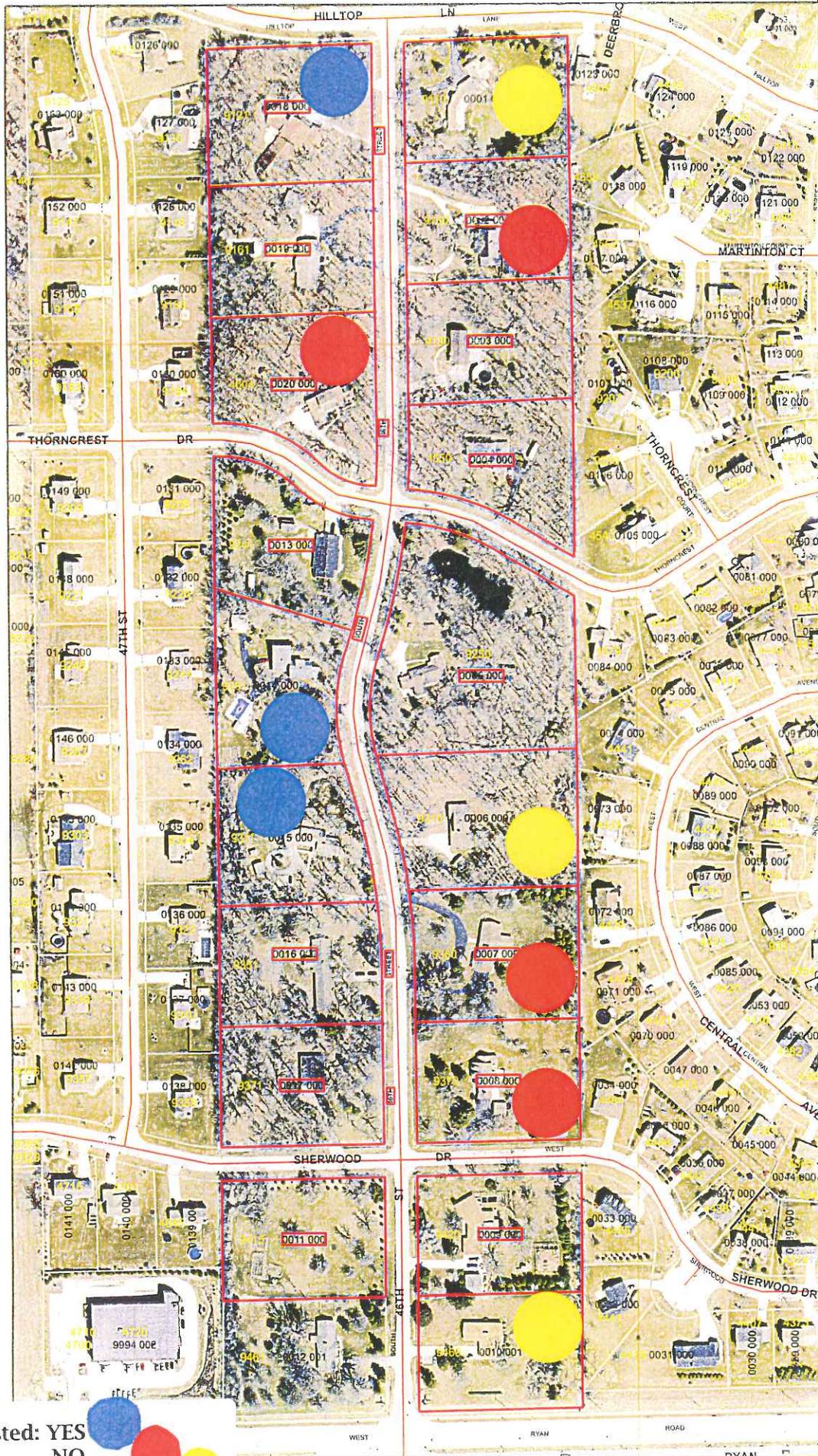
RECOMMENDATION

Motion to direct staff to further investigate water service and survey property owners along 46th Street between Hilltop Lane and West Ryan Road.

Also motion to direct staff to further investigate with the assistance of a consultant and survey property owners:

- along Maple Crest three property owners west of 36th Street;
- along Glenwood Drive two property owners west of 36th Street; and
- 36th Street 5 property owners south of Crest Court.

SURVEY FOR WATER ON 46TH STREET FROM HILLTOP LANE TO RYAN ROAD 2015



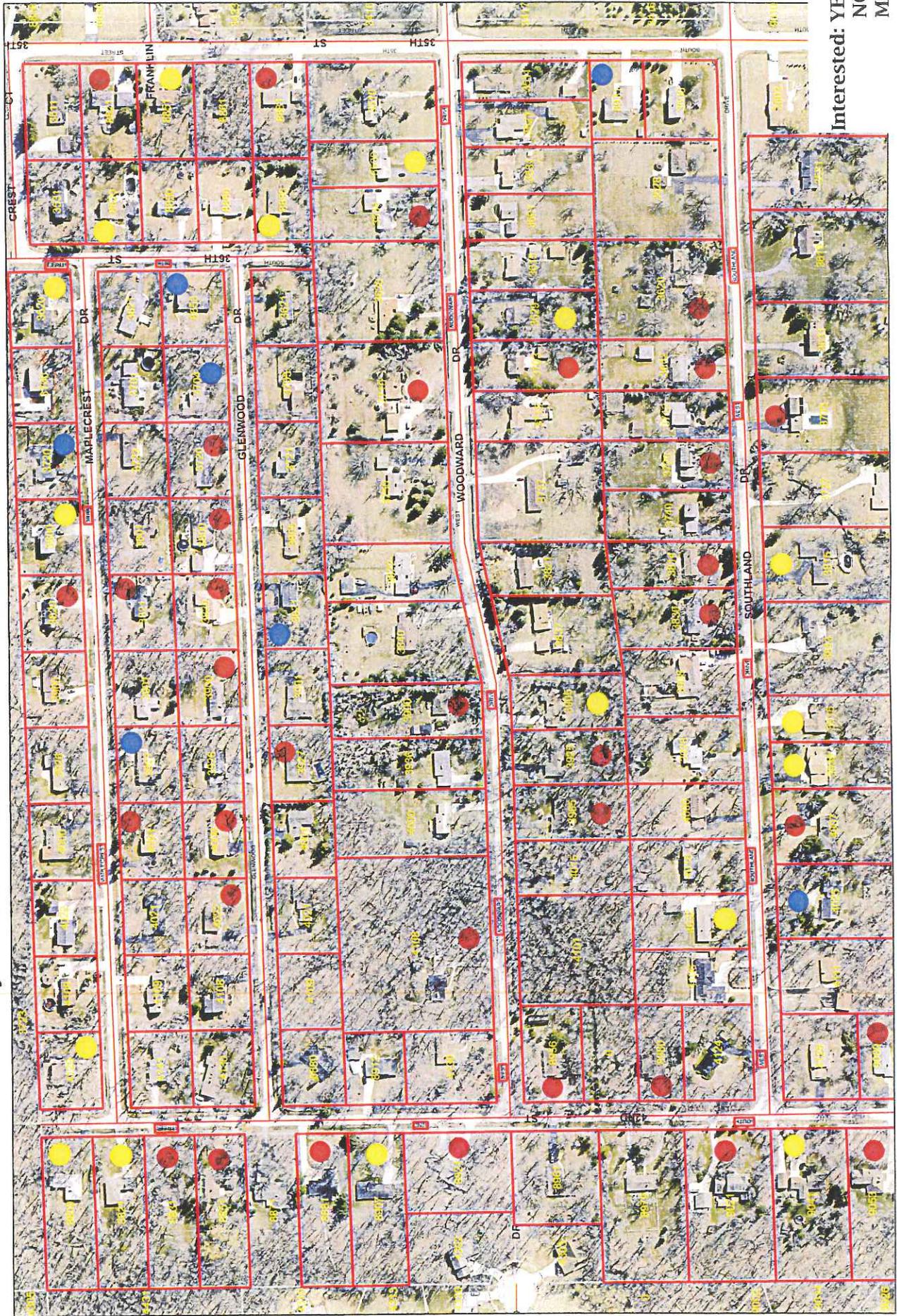
Interested: YES
NO
MAY BE

Survey 46th St. for Water from Hilltop Ln. to Ryan Rd. 2015

Interested?	YES	MAY BE	NO	PARCEL_ID	ADDRESS	OWNR_NAME1	OMAIL_STRE	OMAIL_CITY	OMAIL	OMAIL_COMMENT
	X			881 0001 000	9110 S 46TH ST	John E & Sandra L Tadych	9110 S 46TH ST	FRANKLIN	WI 53132	
		X		881 0002 000	9150 S 46TH ST	Ralph R & Marilyn J Wilke	9150 S 46TH ST	FRANKLIN	WI 53132	Just had well pump fixed last year
				881 0003 000	9180 S 46TH ST	Raymond J & Debra L Freik	9180 S 46TH ST	FRANKLIN	WI 53132	
				881 0004 000	4550 W THORNCREST DR	Thomas & Denice Fischer	4550 W THORNCREST DR	FRANKLIN	WI 53132	
				881 0005 000	9250 S 46TH ST	Nicole R Buske	4542 W VAN BECK AVE	GREENFIELD	WI 53220	
	X			881 0006 000	9310 S 46TH ST	Edward Gnat	9310 S 46TH ST	FRANKLIN	WI 53132	
		X		881 0007 000	9360 S 46TH ST	Richard & Marlene Vanden Boom	9360 S 46TH ST	FRANKLIN	WI 53132	
		X		881 0008 000	9370 S 46TH ST	Raymond & Aldona Fischer	9370 S 46TH ST	FRANKLIN	WI 53132	I already installed water line in from Sherwood
				881 0009 000	9420 S 46TH ST	Roger & Barbara Tongerson	9420 S 46TH ST	FRANKLIN	WI 53132	
	X			881 0010 001	9460 S 46TH ST	Presque Isle Properties LLC	209 S TAFT ST	WHITEWATER	WI 53190	
				881 0011 000	9415 S 46TH ST	Liem Trong Pham & Anh Thiu Bui	9461 S 46TH ST	FRANKLIN	WI 53132	
				881 0013 000	9241 S 46TH ST	Clayton Antholz	10180 S 54TH ST	FRANKLIN	WI 53132	
	X			881 0014 000	9261 S 46TH ST	Paul & Dawn Lucht	9261 S 46TH ST	FRANKLIN	WI 53132	
	X			881 0015 000	9311 S 46TH ST	Osana Abushanab	9311 S 46TH ST	FRANKLIN	WI 53132	
				881 0016 000	9351 S 46TH ST	Jack & Bernice Milliman	9351 S 46TH ST	FRANKLIN	WI 53132	
				881 0017 000	9371 S 46TH ST	Norman & Bernice Bartel	9371 S 46TH ST	FRANKLIN	WI 53132	
	X			881 0018 000	9121 S 46TH ST	Laszlo J & Diane Czestler	9121 S 46TH ST	FRANKLIN	WI 53132	I have a copper pipe with a flattened end in the basement. I believe it is for city water. I would like to keep well for watering lawn and adding water to our pool.
				881 0019 000	9161 S 46TH ST	David P & Kelly A Zierden	9161 S 46TH ST	FRANKLIN	WI 53132	
		X		881 0020 000	4604 W THORNCREST DR	Steven & Judith Gyuro	4604 W THORNCREST DR	FRANKLIN	WI 53132	Definitely not! we do not consider lake Michigan water safe enough for human consumption

3 3 4

Survey for Water Crest Ct. to Southland Drive & 35th St. to 42nd St. 2015



INTERESTED?		NO	PARCEL_ID	ADDRESS	OWNR_NAME1	OMAIL_STRE	OMAIL_CITY	OWA_OMAIL	COMMENTS
YES	MAY BE								
			854 9969 001	3500 W SOUTHLAND DR	Daniel G & Raquel M Zalewski	3500 W SOUTHLAND DR	FRANKLIN WI	53132	
			854 9937 000	3510 W WOODWARD DR	Orlando Ace & John Warren	3510 W WOODWARD DR	FRANKLIN WI	53132	
			854 0001 000	3511 W CREST CT	Eugene & Sally Burmeister	3511 W CREST CT	FRANKLIN WI	53132	
			854 9968 000	3511 W WOODWARD DR	William & Mary Jo Herrick	3511 W WOODWARD DR	FRANKLIN WI	53132	
			854 9967 000	3521 W WOODWARD DR	Wade D & Lynda L Winters	3521 W WOODWARD DR	FRANKLIN WI	53132	
			854 9970 000	3528 W SOUTHLAND DR	Milton J & Betty A Angerstein	3528 W SOUTHLAND DR	FRANKLIN WI	53132	
1			854 9938 002	3530 W WOODWARD DR	Scott R & Nikki Williams	3530 W WOODWARD DR	FRANKLIN WI	53132	We would need more information about city water.
			854 0010 000	3531 W CREST CT	Bekim Demiri	3531 W CREST CT	FRANKLIN WI	53132	
			854 9998 000	3531 W SOUTHLAND DR	Paul R & Mandi K Richter	3531 W SOUTHLAND DR	FRANKLIN WI	53132	
			854 9966 000	3531 W WOODWARD DR	Gregory F Hintz	3531 W WOODWARD DR	FRANKLIN WI	53132	
1			854 9938 001	3534 W WOODWARD DR	Steven A Ewert	3534 W WOODWARD DR	FRANKLIN WI	53132	Too expensive would drive me out of my home!
			854 9965 000	3601 W WOODWARD DR	Ordiell Woltz	3601 W WOODWARD DR	FRANKLIN WI	53132	
			854 9964 000	3615 W WOODWARD DR	Daniel & Mary Chvilcek	3615 W WOODWARD DR	FRANKLIN WI	53132	
			854 9997 000	3619 W SOUTHLAND DR	Ryan R & Malissa S Reick	3619 W SOUTHLAND DR	FRANKLIN WI	53132	
1			854 0011 000	3620 W MAPLECREST DR	Robert & Linda Kaiser	3620 W MAPLECREST DR	FRANKLIN WI	53132	I hope this is not another of Mrs. Evans brilliant ideas!! I also hope majority rules this time! Taxes are high enough when you are on a fixed income and disabled and besides every time Franklin comes in and tears up the yard the owner gets stuck with having to repair yard and also this was voted down before. Who is trying to get his pockets filled at taxpayers expense?
1			854 9971 000	3620 W SOUTHLAND DR	Annette Bailey	3620 W SOUTHLAND DR	FRANKLIN WI	53132	
			854 0044 000	3621 W GLENWOOD DR	Samuel & Kathryn Holschbach	3621 W GLENWOOD DR	FRANKLIN WI	53132	
			854 0022 000	3621 W MAPLECREST DR	Brian Stone & Alicia Crow	3621 W MAPLECREST DR	FRANKLIN WI	53132	
1			854 9963 000	3629 W WOODWARD DR	Judith A Luebke	3629 W WOODWARD DR	FRANKLIN WI	53132	
			854 9939 000	3630 W WOODWARD DR	Scott W & Nadeen C Sobotta	3630 W WOODWARD DR	FRANKLIN WI	53132	
			854 9995 000	3631 W SOUTHLAND DR	Gerardo & Patricia Talavera	3631 W SOUTHLAND DR	FRANKLIN WI	53132	
1			854 9972 002	3642 W SOUTHLAND DR	Mark & Renee Frenette	3642 W SOUTHLAND DR	FRANKLIN WI	53132	Not at all interested.
			854 0012 000	3700 W MAPLECREST DR	David M & Diane Pautz	3700 W MAPLECREST DR	FRANKLIN WI	53132	
			854 0023 000	3701 W MAPLECREST DR	Neil A Swendrowski	3701 W MAPLECREST DR	FRANKLIN WI	53132	I do not believe we would be interested in water service. But would still be interested in receiving more information regarding the service.
1			854 9962 000	3703 W WOODWARD DR	James & Cassandra Schoba	3703 W WOODWARD DR	FRANKLIN WI	53132	We are very interested but would like more information about the costs that go along with it.
1			854 0042 000	3704 W GLENWOOD DR	Jason P & Jamie M Dropik	3704 W GLENWOOD DR	FRANKLIN WI	53132	We are perfectly happy with our well water.
			854 0045 000	3705 W GLENWOOD DR	Raul & Jean O Luna	3705 W GLENWOOD DR	FRANKLIN WI	53132	
1			854 9995 000	3705 W SOUTHLAND DR	Frank & Kathleen A Nameth	3705 W SOUTHLAND DR	FRANKLIN WI	53132	
1			854 9940 000	3710 W WOODWARD DR	Anton Patrick Reidy	3710 W WOODWARD DR	FRANKLIN WI	53132	
			854 9972 001	3712 W SOUTHLAND DR	Kenneth M Rose	3712 W SOUTHLAND DR	FRANKLIN WI	53132	
			854 9961 000	3715 W WOODWARD DR	David L & Patricia H Hassel	3715 W WOODWARD DR	FRANKLIN WI	53132	Franklin resurfaced Maplecrest Dr, Woodward Dr, Southland Dr and Crest Dr after new roads have just been put in?
1			854 0041 000	3720 W GLENWOOD DR	Wayne W & Janice Corday	3720 W GLENWOOD DR	FRANKLIN WI	53132	We have wanted this since we purchased our home in 2010 and definitely want this to occur.
1			854 0013 000	3720 W MAPLECREST DR	David F & Darlyn L Ruder	3720 W MAPLECREST DR	FRANKLIN WI	53132	No thank you... I prefer the lower bills.
1			854 9973 002	3720 W SOUTHLAND DR	Christopher Adsit	3720 W SOUTHLAND DR	FRANKLIN WI	53132	
			854 0046 000	3721 W GLENWOOD DR	Dennis L & Susan J Lance	3721 W GLENWOOD DR	FRANKLIN WI	53132	
			854 0024 000	3723 W MAPLECREST DR	Anton R Peroutka	3723 W MAPLECREST DR	FRANKLIN WI	53132	
			854 9994 000	3737 W SOUTHLAND DR	Daniel J & Jennifer L Sadowski	3737 W SOUTHLAND DR	FRANKLIN WI	53132	
			854 9960 000	3737 W WOODWARD DR	David L & Patricia H Hassel	3737 W WOODWARD DR	FRANKLIN WI	53132	
			854 9973 001	3740 W SOUTHLAND DR	Arnel & Noel Cervantes	3740 W SOUTHLAND DR	FRANKLIN WI	53132	
			854 9941 000	3750 W WOODWARD DR	Louis R & Gloria J Johnson	3750 W WOODWARD DR	FRANKLIN WI	53132	
1			854 0040 000	3800 W GLENWOOD DR	Jeffrey J & Pamela J Burckhard	3800 W GLENWOOD DR	FRANKLIN WI	53132	Are there homes experiencing unsafe drinking water? How does this impact the new roads on Crest Ct., 36th St. and Maplecrest?
1			854 0014 000	3800 W MAPLECREST DR	Robert R & Frederickson	3800 W MAPLECREST DR	FRANKLIN WI	53132	
			854 0025 000	3801 W MAPLECREST DR	Thomas & Anita Davis	3801 W MAPLECREST DR	FRANKLIN WI	53132	
			854 0047 000	3805 W GLENWOOD DR	Russell B & Mary Kay Rayeske	3805 W GLENWOOD DR	FRANKLIN WI	53132	

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">06/02/2015</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION TO SIGN PROFESSIONAL SERVICES CONTRACT TO DESIGN TRAIL FOR CHRISTINE RATHKE MEMORIAL PARK</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.6.</i></p>

BACKGROUND

At the May 19, 2015 Common Council meeting, Staff was given direction to solicit a professional services contract for the design of a trail extension for Christine Rathke Memorial Park.

ANALYSIS

Enclosed is a professional services agreement from GRAEF to complete the design services. It is a lump sum proposal for \$39,500 plus reimbursables as needed. It is anticipated that a new terrain trail will encounter unforeseen issues and some additional funds should be allocated. \$5,000 should be sufficient.

OPTIONS

Approve or Table

FISCAL NOTES

As described previously, this project is eligible for payment from Park Impact Fees.

\$39,500 lump sum fee plus \$5,000 = \$44,500.

RECOMMENDATIONS

Motion to adopt Resolution No. 2015- _____ a resolution to sign professional services contract to design trail for Christine Rathke Memorial Park.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY
RESOLUTION NO. 2015 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE
AN ENGINEERING SERVICES AGREEMENT WITH GRAEF
FOR THE DESIGN OF A TRAIL FOR CHRISTINE RATHKE MEMORIAL PARK

WHEREAS, there is a need for a trail extension at Christine Rathke Memorial Park ; and

WHEREAS, this trail is an eligible project using Park Impact Fees ; and

WHEREAS, GRAEF has presented a professional services agreement for a lump sum amount of \$39,500 to do the engineering work for this project; and

WHEREAS, reimbursables and additional services may be needed for this project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement whereby Graef shall provide design services for design of a trail extension at Christine Rathke Memorial Park in a lump sum amount of \$39,500. Any additional services or reimbursables shall only be as authorized in writing by City Engineer and shall not exceed \$5,000.

This agreement being subject to review and approval of the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



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May 28, 2015

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

Subject: Christine Rathke Memorial Park Asphalt Trail Extension
Professional Services Agreement

Dear Mr. Morrow:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services to City of Franklin (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services for Design Services for the asphalt trail extension from Christine Rathke Memorial Park to the Oak Leaf Trail, approximately 1,550 feet in length in the City of Franklin. This proposal is subject to GRAEF's Standard Terms and Conditions, a copy of which is attached and incorporated by reference.

For this Project, GRAEF proposes to provide the following Basic Services:

- Project management
- Site visit with Franklin staff to determine approximate trail location
- Topographic survey (one-foot contours) for trail, approximately 1,550 feet long by 100 feet wide
- Preparation of plans for the trail, including cross sections
- Preparation of detail sheet
- Preparation of a (1) permanent easement (exhibit and legal description) for the trail on Payne & Dolan property
- Preparation of a (1) temporary construction easement (exhibit and legal description) for the trail on Payne & Dolan property
- Preparation of NOI
- Preparation of erosion control plan
- Preliminary wetlands desktop investigation
- Wetland delineation
- WDNR General Permit application



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- Natural resource special exception application
- Apply for wage rate determination
- Two meetings with Milwaukee County representatives
- Two meetings with Payne & Dolan representatives
- Two design meetings with City staff to obtain feedback
- Prepare opinion of probable construction costs
- Prepare project manual including GRAEF technical sections and bidding and contract forms with City provided front-end documents
- Respond to contractor inquiries during bidding
- Review bids received and make recommendation of award

GRAEF will endeavor to perform the proposed Basic Services per the following schedule:

- | | |
|--------------------------|--------------------|
| • Notice to Proceed | June 3, 2015 |
| • Preliminary Plans | July 17, 2015 |
| • Final Plans | July 31, 2015 |
| • Advertise for Bids | August 6, 13, 2015 |
| • Bid Opening | August 20, 2015 |
| • Contract Award | September 1, 2015 |
| • Start Construction | September 14, 2015 |
| • Substantially Complete | October 23, 2015 |
| • Final Completion | November 6, 2015 |

Any wetland permits required by the WDNR and the Army Corps of Engineers will require a minimum of 30 business days for review and approval from the regulatory agencies. It is also assumed that the WDNR Recreational Wetland General Permit will be applicable for this project and the Army Corps of Engineers will take jurisdiction.

For this Project, it is our understanding Client will provide the following additional services, items and/or information:

- Provide mapping/as constructed drawings
- Access to the subject properties for field investigation
- Provide Christine Rathke Memorial Park property legal description
- Provide Oak Leaf Trail easement documents
- Place the advertisement of bids with local newspaper
- Review drawings
- Supply property line information
- Call Digger's Hotline to obtain field utility markings and utility drawings



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At your written request, GRAEF will provide the following Additional Services on a Time & Materials basis for additional compensation:

- Boardwalk design
- Soil boring coordination and soil borings
- Natural Resource Protection Plan
- Landscaping plan
- Council/Committee evening meeting attendance
- Assessment report preparation
- Additional meeting attendance
- Additional easement preparation
- Bidding services
- Alternate bids
- Prepare/submit an endangered species review request to Bureau of Endangered Resources
- Prepare cultural and historical resources review
- Prepare a Wetland Individual Permit application
- Prepare tree survey
- Prepare tree mitigation/wetland mitigation plan
- Presentations to Committees/Council Meetings
- Contract administration
- Construction staking
- Construction inspection
- Preparation of as-built drawings
- Boundary survey
- Title searches

For the Basic Services detailed above, the City of Franklin agrees to compensate GRAEF on a lump sum fee of \$39,500, plus reimbursable expenses. Reimbursable expenses include express mail and delivery charges, advertising costs, permit fees, Natural Resource Special Exception application fees, plan reproduction, utility permits, title searches, soil borings and mileage.



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To accept this proposal, please sign and date both enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project. Graef-USA Inc. looks forward to providing services to the City of Franklin.

Sincerely,

Graef-USA Inc.

Michael N. Paulos, P.E.
Principal

Patrick Kressin, ASLA, LEED AP
Principal

Accepted by: City of Franklin

(Signature)

(Name Printed)

(Title)

Date: _____



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GRAEF-USA Inc.'s TERMS AND CONDITIONS

These Terms and Conditions are material terms of the Professional Services Agreement proposed on May 28, 2015 (Agreement) by and between Graef-USA Inc. (GRAEF) and the City of Franklin (Client):

Standard of Care: GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied. Persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

Client Responsibilities: Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred; shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. GRAEF shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with Client in its performance of this Agreement. Client shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by GRAEF. These terms are of the essence. To the fullest extent permitted by law, GRAEF 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 GRAEF or GRAEF'S officers, directors, partners, employees, and consultants in the performance of GRAEF'S services under this Agreement. To the fullest extent permitted by law, Client shall indemnify and hold harmless GRAEF, GRAEF'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. To the fullest extent permitted by law, GRAEF'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 GRAEF and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that GRAEF'S negligence bears to the total negligence of Client, GRAEF, and all other negligent entities and individuals. In addition to the indemnity provided above, and to the fullest extent permitted by law, Client shall indemnify and hold harmless GRAEF and GRAEF'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.

Insurance: GRAEF 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	\$2,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this Agreement, GRAEF 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.



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GRAEF-USA, Inc.'s TERMS AND CONDITIONS (continued)

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

Invoicing & Payment: GRAEF may issue invoices for services rendered and expenses incurred at such times and with such frequency as GRAEF deems necessary or appropriate in GRAEF's discretion. All invoices are due and payable upon receipt and shall be considered past due if not paid within thirty (30) calendar days of the due date. **Prompt and full payment of all periodic invoices or other billings issued by GRAEF pursuant to this Agreement is of the essence of this Agreement.** In the event that Client fails to promptly and fully pay any invoice as and when due, then, and in addition to any other remedies allowed by law, GRAEF, may, in its sole discretion, suspend performance of all services under this Agreement upon seven (7) calendar days' written notice to Client, and immediately invoice Client for all unbilled work-in-progress rendered and other expenses incurred. Upon GRAEF's receipt of full payment, in good funds and without offset, of all sums invoiced in connection with any such declaration of suspension, GRAEF shall resume services, **provided that** the time schedule and compensation under this Agreement shall be equitably adjusted in a manner acceptable to GRAEF to compensate GRAEF for the period of suspension plus any other reasonable and necessary time and expenses GRAEF suffers or incurs to resume services. No failure by GRAEF to exercise its right to suspend work and accelerate sums due shall in any way waive or abridge Client's obligations to GRAEF or GRAEF's rights to later suspend work and accelerate terms. Client agrees GRAEF shall incur no liability whatsoever to Client, or to any other person, for any loss, cost or expense arising from any such suspension by GRAEF, either directly or indirectly. In addition, simple interest shall accrue at the lower of 1.5% per month (18% per annum), or the maximum interest rate allowable by law, on any invoiced amounts remaining unpaid for more than 60 days from the date of the invoice. Payments made shall be allocated as follows: (1) first to unpaid collection costs; (2) second to unpaid accrued interest; and (3) last to unpaid principal of the oldest invoice.

Latent Conditions: Client acknowledges that subsurface or latent physical conditions at the site that differ materially from those indicated in the project documents, or unknown or unusual conditions that materially differ from those ordinarily encountered may exist. If such latent conditions require a change in the design or the construction phase services, GRAEF shall be entitled to a reasonable extension of time to evaluate such change(s) and their impact on the project and to prepare such additional design documents as may be necessary to address or respond to such latent conditions. Client shall pay GRAEF for all services rendered and reimbursable expenses incurred by GRAEF and its subconsultant(s), if any, to address, respond to or repair such latent conditions. Such services by GRAEF or its subconsultant(s) shall constitute Additional Services pursuant to the terms set forth thereunder.

Instruments of Service: All original documents prepared for Client by GRAEF or GRAEF's independent professional associate(s) and subconsultant(s) pursuant to this Agreement (including calculations, computer files, drawings, specifications, or reports) are Instruments of Professional Service in respect of this Agreement. GRAEF shall retain an ownership and property interest therein whether or not the services that are the subject of this Agreement are completed. Unless otherwise confirmed by written Addenda to this Agreement, signed by duly authorized representatives of both Client and GRAEF, no Instrument of Professional Service in respect of this Agreement constitutes, or is intended to document or depict any "as-built" conditions of the completed Work. Client may make and retain copies for information and reference in connection with the use and occupancy of the completed project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project, or otherwise. Any reuse without GRAEF's written consent shall be at Client's sole risk and responsibility, and without any liability to GRAEF, or to GRAEF's independent professional associate(s) and subconsultant(s). Further, Client shall indemnify, defend and hold GRAEF and GRAEF's independent professional associate(s) and subconsultant(s), fully harmless from all liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with such unauthorized reuse.



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GRAEF-USA, Inc.'s TERMS AND CONDITIONS (continued)

Contractor Submittals: The scope of any review or other action taken by GRAEF or its subconsultant(s) in respect of any contractor submittal, such as shop drawings, shall be for the limited purpose of determining if the submission generally conforms with the overall intent of the design of the work that is the subject of this Agreement, but not for purposes of determining accuracy, completeness or other details such as dimensioning or quantities, or for substantiating instructions or performance of equipment or systems. GRAEF shall not be liable or responsible for any error, omission, defect or deficiency in any contractor submittal.

Pricing Estimates: Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.

Construction Observation: Unless expressly stated in this Agreement, GRAEF shall have no responsibility for Construction Observation. If Construction Observation services are performed, GRAEF's visits to the construction site shall be for the purpose of becoming generally familiar with the progress and quality of the construction, and to determine if the construction is being performed in general accordance with the plans and specifications. GRAEF shall have no obligation to "inspect" the work of any contractor or subcontractor and shall have no control or right of control over and shall not be responsible for any construction means, methods, techniques, sequences, equipment or procedures (including, but not limited to, any erection procedures, temporary bracing or temporary conditions), or for safety precautions and programs in connection with the construction. Also, GRAEF shall have no obligation for any defects or deficiencies or other acts or omissions of any contractor(s) or subcontractor(s) or material supplier(s), or for the failure of any of them to carry out the construction in accordance with the contract documents, including the plans and specifications. GRAEF is not authorized to stop the construction or to take any other action relating to jobsite safety, which are solely the contractor's rights and responsibilities.

Dispute Resolution and Governing Law: 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.

No Assignment: This Agreement is not subject to assignment, transfer or hypothecation without the written consent of both parties expressly acknowledging such assignment, transfer or hypothecation.

Severance of Clauses: In the event that any term, provision or condition of this Agreement is void or otherwise unenforceable under the law governing this Agreement, then such terms shall be stricken and the balance of this Agreement shall be interpreted and enforced as if such stricken terms never existed.

Integrated Agreement: The parties' final and entire agreement is expressed in the attached proposal letter and these Terms and Conditions. All prior oral agreements or discussions, proposals and/or negotiations between the parties are merged into and superceded by this Agreement. No term of the parties' Agreement may be orally modified, amended or superceded.

Termination: This Agreement may be terminated by Client, for its convenience, for any or no reason, upon written notice to GRAEF. This Agreement may be terminated by GRAEF upon thirty (30) days written notice. Upon such termination by Client, GRAEF shall be entitled to payment of such amount as shall fairly compensate GRAEF 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. In the event that this Agreement is terminated for any reason, GRAEF shall deliver to Client all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that GRAEF may have accumulated. Such material is to be delivered to Client whether in completed form or in process. Client shall hold GRAEF harmless for any work that is incomplete due to early termination. The rights and remedies of Client and GRAEF 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.

Records Retention: GRAEF 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 GRAEF to Client for inspection and copying upon request.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 6/2/2015
Reports & Recommendations	SUBJECT: A resolution awarding contract to the low bidder, Musson Brothers, Inc. in the amount of \$324,071, for the S. 35th Street, S. 36th Street and S. 37th Place Private Property Sanitary Sewer Lateral Inflow and Infiltration rehabilitation south of W. Madison Boulevard	ITEM NO. <i>G.7.</i>

BACKGROUND

Pursuant to the direction at the Common Council action of 1/6/2015, staff has advertised and received bids for the S. 35th Street, S. 36th Street and S. 37th Place Private Property Sanitary Sewer Lateral Inflow and Infiltration rehabilitation south of W. Madison Boulevard. One bid was received from Musson Brothers, Inc. at \$324,071.

ANALYSIS

The engineering estimate was \$304,100 for construction in this phase of Rawson Homes Subdivision and the Milwaukee Metropolitan Sewerage District (MMSD) has, by inter-governmental agreement, agreed to reimburse the City up to \$375,910. This project will correct the private property laterals on 33 properties.

The project engineer, Ruckert/Mielke has reviewed the bids received and is recommending award to Musson Brothers, Inc. in the amount of \$324,071. Staff is in agreement with this recommendation.

OPTIONS

Adopt resolution

or

Table

FISCAL NOTE

Total cost, except for administration, will be reimbursed to the City by MMSD.

RECOMMENDATION

Motion to adopt Resolution No. 2015-_____, a resolution awarding contract to the low bidder, Musson Brothers, Inc. in the amount of \$324,071, for the S. 35th Street, S. 36th Street and S. 37th Place Private Property Sanitary Sewer Lateral Inflow and Infiltration rehabilitation south of W. Madison Boulevard.

RJR/db

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015 - _____

A RESOLUTION AWARDDING CONTRACT TO THE LOW BIDDER, MUSSON BROTHERS, INC. IN THE AMOUNT OF \$324,071, FOR THE S. 35TH STREET, S. 36TH STREET AND S. 37TH PLACE PRIVATE PROPERTY SANITARY SEWER LATERAL INFLOW AND INFILTRATION REHABILITATION SOUTH OF W. MADISON BOULEVARD

WHEREAS, the City of Franklin advertised and solicited bids for the S. 35th Street, S. 36th Street and S. 37th Place Private Property Sanitary Sewer Lateral Inflow and Infiltration rehabilitation south of W. Madison Boulevard; and

WHEREAS, the low bidder was Musson Brothers, Inc. with a bid of \$324,071; and

WHEREAS, Musson Brothers, Inc. is a qualified public works contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's engineering staff and consulting engineers to award the contract to Musson Brothers, Inc. in the amount of \$324,071.

WHEREAS, the total cost of rehabilitation will be reimbursed by the Milwaukee Metropolitan Sewerage District as per intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Musson Brothers, Inc. be awarded the contract for the S. 35th Street, S. 36th Street and S. 37th Place Private Property Sanitary Sewer Lateral Inflow and Infiltration rehabilitation south of W. Madison Boulevard based on their low bid for a total cost of \$324,071 in accordance with bid specifications.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/db

May 28, 2015

Mr. Ronald J. Romeis, P. E.
Assistant City Engineer
City of Franklin
9229 West Loomis Road
Franklin, WI 53132-0160

RE: S. 36th Street and S. 37th Place South of Madison Avenue
Private Property Sanitary Sewer Lateral I/I Rehabilitation

Dear Mr. Romeis:

Bids for the above project were opened on May 28, 2015 at 2:00 p.m. at the Village Hall and were as follows:

	<u>Bidder</u>	<u>Base Bid</u>
1.	<u>Musson Bros., Inc.</u>	\$ <u>324,071.00</u>

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

1. The Bid Form has been appropriately completed.
2. We have no objections to the low bidder, nor to the proposed major subcontractors.
3. Low bidder has successfully completed similar projects in the City of Franklin over the last 2.

On these bases, we recommend that Musson Bros., Inc. be awarded the S. 36th Street and S. 37th Place South of Madison Avenue Private Property Sanitary Sewer Lateral I/I Rehabilitation contract, in the amount of \$324,071.00. This amount is based on the bid unit prices and estimated quantities. Actual quantities, and therefore the final contract price, may vary.

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

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

Recommendation of Award
Mr. Ronald J. Romeis, P. E.
City of Franklin
May 28, 2015
Page 2

contracts for execution, to the Contractor. One fully completed Notice of Award will be returned to you for your records.

Bids remain subject to acceptance until July 28, 2015 unless Bidder agrees to an extension. Please advise us of your award decision, or call if there are any questions.

Please contact our office with any questions regarding this matter.

Very truly yours,

RUEKERT & MIELKE, INC.



Jerad J. Wegner, P.E. (WI)
Project Manager
jwegner@ruekert-mielke.com

JJW:sjs
Encl: Notice of Award (3 copies)

cc: File

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE 1/6/15
Reports & Recommendations	SUBJECT: A resolution authorizing officials to execute an Intergovernmental Funding Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) for the private property infiltration and inflow (PPII) elimination on S. 35 th Street, S. 36 th Street and S. 37 th Place south of W. Madison Boulevard and authorize staff to go out for bids to relay and/or reline 33 private laterals and to disconnect the foundation drains in 5 homes located on S. 35 th Street, S. 36 th Street and S. 37 th Place south of W. Madison Boulevard	ITEM NO.

BACKGROUND

Pursuant to the private property infiltration and inflow (PPII) program developed and funded by the Milwaukee Metropolitan Sewerage District (MMSD), the Rawson Homes Subdivision (the oldest sanitary sewers in the City) has been identified by flow testing to have major problems with private property infiltration and inflow. The private laterals on S. 35th Street, S. 36th Street and S. 37th Place south of W. Madison Boulevard have been tested and 33 qualify for either lining or relay. The attached agreement is for the funding of 33 private laterals to either be relayed or having "T" liners installed and for 5 homes to have their plumbing rehabilitated to disconnect the foundation drains. This is the third and last phase of Rawson Homes Subdivision PPII.

ANALYSIS

The MMSD has developed an Intergovernmental Agreement for the lateral and foundation rehabilitation. This project area being the third of three phases in the Rawson Homes Subdivision. Staff has reviewed and recommended approval of an Intergovernmental Funding Agreement with the MMSD to fund the work at an estimate cost of \$375,910. The work necessary on the laterals and plumbing is considered public works project and must be competitively bid.

OPTIONS

Approve

or

Table

FISCAL NOTE

All costs, except for administration, will be funded by MMSD. At this time, the City of Franklin has a balance of funding from the MMSD of approximately \$1,000,000 through 2015.

RECOMMENDATION

Motion to adopt Resolution 2015-_____, a resolution authorizing officials to execute an Intergovernmental Funding Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) for the private property infiltration and inflow (PPII) elimination on 35th Street, S. 36th Street and S. 37th Place south of W. Madison Boulevard and authorize staff to go out for bids to relay and/or reline 33 private laterals and to disconnect the foundation drains in 5 homes located on S. 35th Street, S. 36th Street and S. 37th Place south of W. Madison Boulevard.

RJR/sg
Encl.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>June 2, 2015</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Quarry Monitoring Committee recommendations regarding the review of information pertaining to the application of the City noise regulations and the potential requirement for the use of tarps on trucks for quarry related operations</p>	<p>ITEM NUMBER</p> <p><i>G.8.</i></p>

On April 7, 2015, the Common Council adopted a motion to direct applicable departments to continue to work on previously Council-approved recommendations from the Quarry Monitoring Committee and report back in three months with a status update, pertaining to items detailed in the Council packet for this meeting. The above subject matters were included in the recommendations. Attached is a memo prepared by Assistant City Attorney Joshi, which was reviewed by Chief Oliva.

COUNCIL ACTION REQUESTED

As the Common Council may deem appropriate.

WESOLOWSKI, REIDENBACH & SAJDAK, S.C.
ATTORNEYS AT LAW
11402 WEST CHURCH STREET
FRANKLIN, WISCONSIN 53132

JESSE A. WESOLOWSKI
FREDERICK E. REIDENBACH 1919-2002
BRIAN C. SAJDAK
SIELY N. JOSHI

TELEPHONE (414) 529-8900
FACSIMILE (414) 529-2121

JANE C. KASSIS,
LEGAL SECRETARY

April 29, 2015

To: Jesse A. Wesolowski
From: Siely N. Joshi
Re: Follow-Up on Quarry Monitoring Committee Recommendations #2, 9, 11, 19 Pertaining to Planned Development District No. 23

❖ **Noise: Review of the City noise ordinance as it applies to the Quarry (recommendations #2, 9, 19)**

Quarry Monitoring Committee Recommendations:

- 2) The QMC recommends that noise limits, such as for equipment operation, should be considered, either in the PDD or in a separate City ordinance.
- 9) The QMC recommends that the City's noise level ordinance and the PDD blasting limits should be reviewed in light of one another for possible changes.
- 19) The QMC recommends that the City evaluate, and possibly update as appropriate, the City's noise regulations.

Staff Response:

At the October 13, 2014 meeting the QMC recommended that the Police Chief be consulted for input in general, and as it applies to the quarry, on the City's noise ordinance. On this matter, the Police Chief has suggested that he may invoke City Ordinance 183-45B.6. which allows him to delegate the authority and responsibility of noise measurement to other agencies or departments within the City. Additionally, on the specific recommendations from the QMC, the Police Chief has expressed that he would support updating the noise regulations but does not have any specific recommendation on how they should be updated as far as the quarry is concerned.

❖ **Tarping: Review of the State law for interpretation and enforcement as it relates to restraint of truckloads (recommendation #11)**

Quarry Monitoring Committee Recommendation:

- 11) The QMC recommends, after hearing citizen input, that pertinent State laws should be reviewed and a possible City ordinance considered, to require the use of tarps on trucks. It is also recommended that legal counsel be obtained in regard to a change in City Regulations as it pertains to the use of tarps on trucks.

Staff Response:

There is currently no regulation requiring trucked materials to be transported under some form of cover such as tarp. However, the relevant law on this matter, Wis. Stat. § 348.10(2), states that “[n]o person shall operate a vehicle on a highway unless such vehicle is so constructed and loaded as to prevent its contents from dropping, sifting, leaking or otherwise escaping therefrom.”

Furthermore, in City of Janesville v. Walker,¹ the Wisconsin Supreme Court expressly recognized that “[t]he state of Wisconsin has preempted the field of traffic regulations by the enactment of chapters 341 to 348 and by sec. 349.03, Stats., which provides that these chapters shall be uniform in operation throughout the state and no local authority may enact any traffic regulation unless such regulation is not contrary to or inconsistent with these sections or such regulation is expressly authorized by sections 349.06 to 349.25 or some other provision of the statutes.”² The Court also held that “while a traffic ordinance may be less severe in coverage or penalty than a state statute, it cannot be more severe or go beyond the statute and prohibit an act therein allowed or increase the amount of a penalty.”³

Thus, in light of current case law and state statutes, a reasonable conclusion would be that the City of Franklin is preempted from enacting an ordinance that requires the use of tarps on trucks.

¹ City of Janesville v. Walker, 50 Wis. 2d 35, 183 N.W.2d 158 (1971).

² City of Janesville v. Walker, 50 Wis. 2d at 36-37.

³ Id. at 39.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 2, 2015
REPORTS & RECOMMENDATIONS	RESOLUTION ADOPTING PURCHASING CARD POLICY AND PROCEDURES FOR THE CITY OF FRANKLIN	ITEM NUMBER <i>G.9.</i>

Background

Dept Heads have requested access to a Credit Card/Purchasing card for incidental purchases, such as deposits on conferences, room deposits for hotel accommodations, office supply purchases, hardware supplies from local retail outlets, etc. Additionally, savings are available when some purchases are made on line, but those require the use of a credit card. The convenience and savings of purchase cards/credit cards is a primary driver for these requests. Against the convenience offered, must be balanced the potential for abuse of a program.

There are many examples of abuse that could be cited, nearly all of which could have been averted with proper policies and controls in place before the purchase card program was rolled out. GFOA has issued a Best Practice on Purchasing Card Programs, which is attached for your review.

Following is a proposed Purchasing Card Program:

Cards, with the cardholders name on it would be issued to Department Heads, and to and other department staff as requested by department heads with the approval the Director of Finance & Treasurer or the Mayor.

Controls on card program use would include:

1. Card spending limits as outlined in the policy:
2. The issuer - US Bank - blocks the following vendor categories
 - . Wire transfer – money orders
 - . Furriers & fur shops
 - . antique shops
 - . pawn shops
 - . antique reproductions
 - . Jewelry Stores
 - . Dating & escort services
 - . Massage Parlors
 - . Gambling – Horse racing, dog racing, state lotto
 - . Betting/Track/Casino/lotto establishments
 - . Remote Stored value load – member financial institutions
 - . Remote Stored value load – merchants
 - . Payment Service provider – money transfer for a purchase
 - . Payment Service provider – member financial institution – payment transaction
 - . Payment Service provider – merchant payment transaction
 - . Money spend intra-country

. Mastercard Money Send inter-county

. Money send Funding transaction

3. Required receipts/documentation provided with monthly statements completed within ten days of the statement date. Repeated failure to provide this information would result in revocation of the card privilege
4. Each card holder is responsible for all use of that card
5. One user per card. [Note: For internal control purposes, the following request is not recommended, the Police Chief requested one department card be used for conference attendance].
6. Department heads are responsible to review and approve all departmental card holder activity each month.
7. The Director of Finance & Treasurer, with the agreement of the Department Head, can place a hold upon cards when questionable transactions are identified via statement reviews.
8. Cardholders written acknowledgement of card use agreement, renewed every three years.
9. Required return of the card prior to separation of employment.

The City would be the financially responsible party for the card and responsible for purchases once made.

US Bank, NA would be the issuer of the VISA cards. Card purchases are billed monthly, and paid 14 days after the statement date by ACH Charge. US Bank is the City's Depository banking institution.

Additional Benefits:

A benefit to the City is a potential 1.6% annual rebate on select purchases. A State contract that US Bank currently holds, has pulled together various vendors that offer a rebate when paid thru the program. For example, purchases of road salt, certain rolling stock equipment, computers, may qualify for a 1.6% rebate if paid with this card. The rebate is paid annually in June, on purchases made during the 12 month period from May 1 to April 30.

US bank will review City suppliers to identify potential rebates.

Since such purchases would exceed the above limits, a separate card would be issued to the Finance Department to pay approved purchases on the card to capture rebates that would otherwise go unclaimed. This will provide some additional benefit by way of reduced check issuance costs.

Another issuer, JP Morgan has a similar purchase card program. Their program operates very similarly to that of US Bank and has a similar rebate program.

The Director of Administration and Director of Finance & Treasurer recommend working with our existing banking partner - US Bank.

Recommendation

The Finance Committee reviewed this program at its May 26, 2015 meeting and recommends approval.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2015-_____ to Adopt credit card policies and procedures for the City of Franklin.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015-_____

A RESOLUTION TO ADOPT PURCHASING CARD POLICIES AND PROCEDURES FOR
THE CITY OF FRANKLIN

WHEREAS, Department Heads use personal funds for incidental City purchases; and

WHEREAS, vendor relationships are created for incidental purchases that require expensive infrastructure to process payments, and

WHEREAS, Purchasing card programs have been established by several vendors that offer means to consolidate these incidental purchases onto one monthly billings, and

WHEREAS, these Purchasing card programs offer participating Wisconsin municipalities additional savings by directing payments thru the Purchasing card programs, and

WHEREAS, it is in the interest of the City of Franklin to participate in a Purchasing card program.

NOW, THEREFORE, BE IT RESOLVED, that a Purchasing Card program be adopted by the City of Franklin with the following Policies

1. City Purchasing cards will be issued to Department Heads and other department staff as requested by department heads with the approval of the Director of Finance & Treasurer or the Mayor.
2. Purchasing cards will be subject to appropriate limits based upon the employee's position and job responsibilities. Maximum limits as follows:
 - a. Per transaction – as determined by the Director of Finance & Treasurer
 - b. Daily – as determined by the Director of Finance & Treasurer
 - c. Monthly \$10,000 per cardholder.
 - d. Finance Department would have available card with \$150,000 limit for payment of certain products/services included in the state contract vendor list. Invoices are still subject to all budgetary controls on transactions.
3. Splitting transactions to avoid transaction or daily limits are expressly prohibited.
4. Purchasing cards to be used only for City purposes. Personal purchases of any type are never allowed.
5. Each card holder is personally responsible for all use of that card except for fraud protection provided by issuer until reported lost/stolen to the card issuer. Card holder agrees to strive to obtain the best value for the City when using the card.

6. The following purchases are never permitted except with written permission by the Mayor, subject to re-imbursement by the card holder where appropriate:
 - a. Alcoholic beverages [exceptions as may be granted in the event of a special circumstance or an event where alcohol may be included as a component of an event or ticket price].
 - b. Tobacco products
 - c. Gift cards
 - d. Controlled substances
 - e. Capital equipment and upgrades
 - f. Construction, renovation or installation services
 - g. Maintenance agreements
 - h. Personal items or loans
 - i. Purchases involving trade-in of City property
 - j. Rentals (other than short term-autos and otherwise allowed by card issuer program)
 - k. Telephones, related equipment or services (unless otherwise permitted by card issuer program).
 - l. Any other items deemed inconsistent with City services or activities
 - m. Cash advances.
7. Cardholders should avoid transactions that include transactions fees for use of the card.
8. Cardholders are required to sign an agreement indicating they accept these terms. Individuals who do not adhere to these policies and procedures risk revocation of their card privileges and/or disciplinary action. An individual perpetrating fraud or theft committed through use of a card will be subject to disciplinary action and/or a criminal complaint.
9. Required receipts/documentation provided for each purchase with monthly statements. Repeated failure to provide this information would result in revocation of the card privilege
10. Department heads remain responsible for budgetary controls on expenditures.

BE IT FURTHER RESOLVED that procedures for handling card transactions shall include:

1. Cards may be requested for prospective cardholders by written request to the Director of Finance & Treasurer.
2. Statements will be rendered by the issuer to the Finance Department, who will circulate individual statements to card holders. Cardholders are to provide itemized receipts for approval to Department Head (or in the case of the Department Head to their supervisor) for approval. The approved statement is then forwarded to Finance for timely payment.

The bank program requires quick payment terms to afford maximum City advantage of program benefits, as such timely processing of approvals is requested to be in Finance within ten days.

3. In the case of meals, each receipt must include the name of the person(s) involved, and a brief description of the business purpose of the purchase.
4. Card holders should immediately notify the Director of Finance & Treasurer of any transactions they do not recognize.
5. Finance department will review each report for appropriate or questionable charges and consult with department head and or Mayor on issues.
6. All monthly statements submitted for payment must include the dated approval of the cardholder and Department Head (manual or electronic).
7. All monthly statements submitted for payment must have the appropriate account number(s) and the associated amounts.
8. Cardholders should use reasonable effort to ensure that purchases do not include sales tax. Tax exempt certificates are available through the Finance Dept.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2015 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ th day of _____, 2015.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>Slw</i> <i>Pal</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 2, 2015
REPORTS & RECOMMENDATIONS	Resolution to Authorize Purchase of Real Asset Management's Fixed Asset Software	ITEM NUMBER <i>G.10.</i>

Background

Separate excel schedules are maintained on City, Water Fund and Sewer Fund assets. There are 29 different spreadsheets in all. Each year, the spreadsheets are updated for additions, retirements, transfers and the next year's depreciation, retirements, and transfers. With PSC requirements, some unique depreciation calculations get made. The individual schedules are then linked back to a summary schedule to accumulate the City's assets.

Once all the current year activity, additions, retirements and transfers have been updated, summary totals are used to record in the general ledger. Much of the work is setting up calculations and linkages. It is estimated that 160 or more man hours would be saved annually by the use of Fixed Asset software. Much time and effort is expended to update these schedules, very little of which adds value to the process.

A software package to maintain records on asset, calculating annual depreciation, retirements and transfers would be much more efficient to the Finance Department task of tracking assets. The program will summarize by asset type and class, totaling as needed. It is estimated that two weeks or more could be shaved off the annual audit preparation time by moving to fixed asset software.

Analysis

Linkage to other City Software: Linkage to other City software, such as GIS, would provide some limited additional benefit, but not to the level that could be cost justified. The purpose of the financial fixed asset software is to group assets by type (buildings, land, equipment, etc), activity (Public Safety, Public Works, General Government, Library, etc), general location, and then track the original cost, depreciate that cost over time and account for any gain or loss on disposal. The location functionality of GIS would be excessive relative to the cost of the package. GIS is a data base. The Fixed Asset software will perform calculations that track cost and depreciate it over time.

Options

Search Approach: Staff began by looking at the Fixed Asset module offered by our existing financial software vendor (BS&A). The integration between the various modules was assumed to be valuable. Two other providers were also selected by way of comparison, one referred by our auditors (Thomson Reuters) and one via a web search on fixed asset software (Real Asset Management).

BS&A demonstrated their fixed asset module for staff on April 8, 2015. The linkage between the accounts payable module and capitalizing the purchase as an asset was efficient and very attractive. Purchases of assets via accounts payable can be directly transferred to the fixed asset software, grouped where needed and automatically classified. However, beyond the linkage directly from Accts Payable, the functionality of BS&A and the Real Asset Management software was highly comparable.

Real Asset Management is an Iowa provider who specializes in Fixed Asset Software. They provided a demonstration of their software on April 22, 2015. The software had a similar look and feel to the BS&A software. There was no linkage to Accts Payable, however beyond that, functionality was very comparable to BS&A. There is functionality that would export the depreciation transactions for the Sewer & Water funds, just as with BS&A.

Lastly, the auditor referral is a Canadian unit of Thomson Reuters. A demonstration also occurred on April 22, 2015. The software did not present itself with the same level of user friendliness, while most of the reporting functionality was comparable to the other products. A desirable feature of asset association was not present. User friendliness appeared lacking. The Finance Director used this software at his prior employer. With the infrequent use and the limited vendor support, the software is clearly a second tier product.

Use of the software principally involves inputting data records for each asset acquired, classifying as to type, activity and location. The software then depreciates the asset over time, providing periodic reports of the total value of assets owned, current period depreciation and ending net value. Assets are sorted by type, and activity for reporting purposes.

A summary of the three packages follows:

Vendor	BS&A	Real Asset Management	Thomson Reuters
Additional info	Current financial software provider	Located by web search on Government Fixed Asset software providers	Reference from Clifton Larson Allen and Dir of Finance prior experience
Major attraction	Fully integrated with Financial software	Stand alone, fully functional fixed asset software	Base fixed asset software, limited flexibility
Conversion plan	Current staff will enter opening balances		
Reference checks	None	Contacted	None – Dir of Fin had used previously
Associate Assets – i.e. plow components	Yes	Yes	No
Depreciation methods	Flexible	Flexible	Handles custom depreciation methods
Export depreciation journal entry	Yes	Yes	No
Integrate Asset tag system	Yes	Yes	Yes
Split assets – (i.e. 5,000 ft of water main into parts)	Yes	Yes	Yes
Negatives			Help limited, not user intuitive
cost	\$19,910	\$8,950	\$3,076
Annual Maintenance	\$3,240	\$950	\$562

Data conversion	None	Yes - \$1,750	None
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Recommendation

Staff is recommending the real asset management software as it is more user friendly and addresses the asset splitting and relationship issues.

The Finance Committee reviewed this recommendation at its May 26, 2015 meeting and recommends the purchase of the Real Asset Management software.

The Technology Commission reviewed this recommendation at its May 27, 2015 meeting and recommends the purchase of the Real Asset Management software.

Fiscal Impact

Acquisition of this product could not be accommodated with the existing finance dept capital outlay budget. However, common council established additional contingency appropriations to accommodate projects which can demonstrate efficiencies.

The 2015 Budget established additional Contingency Appropriations for the Capital Outlay Fund for projects that "will increase efficiency or enhance safety". As noted above, it is estimated use of this software would save 160 or more man hours annually in the Finance Department. The result is that the payback is less than two years.

COUNCIL ACTION REQUESTED

Motion to Adopt Resolution 2015-_____ to authorize purchase of Real Asset Management Fixed Asset software with Contingency appropriations in the Capital Outlay Fund.

INVESTMENT SCHEDULE



City of Franklin, WI

Quotation Date: 4/22/2015 | Valid Until: 5/22/2015

Product or Service	Quantity	Price	Per	Amount
Software				
Series4000 - 3 Concurrent Users	1	\$4,500	License	\$4,500
Core License Fee				\$4,500
Annual License and Support				
Annual License and Support	1	\$950	Year	\$950
Annual License and Support Charge				\$950
Services				
Training	1	\$1,750	Day	\$1,750
Installation & Configuration	1	\$1,750	Day	\$1,750
Managed Data Conversion Service	1	\$1,750	Day	\$1,750
Services Charge				\$5,250
Grand total:				\$10,700
				<i>(1750)</i>
<i>Adj. Total</i>				<i>8950</i>

Payment Terms

Prices are in US Dollars and invoices will be issued by the Company to the Customer as 50% on order and 50% on delivery of each item or part thereof.

The Due Date shall be the date that the Software is installed and its anniversary thereafter.

Software Support

Support will be provided between 0800-1800hrs CST for the Company except for weekends and US national holidays.

Minimum Period

To be 5 Years (Five Years) commencing on the Due Date

Additional Information

All figures are in US Dollars

As first agreed by the customer, travel & expenses are additional and will be charged from Des Moines, Iowa

Local sales tax is payable where applicable

Hardware comes with standard manufacturer's warranty

Plus Shipping & Handling

Quote No: 89554

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015-_____

A RESOLUTION TO AUTHORIZE PURCHASE OF REAL ASSET MANAGEMENT FIXED
ASSET SOFTWARE

WHEREAS, the Finance Department utilizes 29 individual excel worksheets to maintain fixed asset purchase and depreciation records on City owned assets, and

WHEREAS, maintenance of those manual records would be more efficiently accomplished by use of Fixed Asset software commercially available, and

WHEREAS, a Finance Department search of such fixed asset software has identified Real Asset Management, Des Moines, IA as a suitable software program to maintain City fixed assets, and

WHEREAS, sufficient contingency appropriations in the Capital Outlay fund are available to purchase such software.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Finance and Treasurer is authorized to execute such documents as required to acquire a license for Real Asset Management Fixed Asset for \$8,950.

Introduced at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2015 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____th day of _____, 2015.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

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