
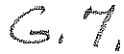


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|--|--|---|
| APPROVAL  | REQUEST FOR COUNCIL ACTION | MEETING DATE 3/6/2018 |
| REPORTS & RECOMMENDATIONS | Authorize the purchase of a Hardline SCUBA Communication System for up to \$7,000 anticipated to be from the Grants Fund and to authorize application to and acceptance of a New Safety Equipment Grant from LWMMI for 75 percent reimbursement funding of the SCUBA Communication System and the budgeted HALO Protective Firefighting Hoods | ITEM NUMBER  |

Background: The Fire Chief, Director of Administration, and the City of Franklin Fire Department's dive team request that the City upgrade the current underwater communications system because the existing system no longer functions. The City currently uses a wireless system that was inherited from the Franklin Police Department in 2011. From the beginning the system has been plagued with problems and has failed multiple times. The manufacturer, Ocean Technology Systems (OTS), informed the City that the control box was obsolete and unable to be repaired. One of our four mask mounted transceivers also could not be repaired, leaving us short. Replacing this equipment was requested, but not funded, in the 2018 budget.

The Common Council recently authorized acceptance of a grant pursued by the Fire Department that has upgraded and replaced much of the equipment that supports the Dive Team. The grant was for over \$15,000, but it did not cover replacement of the communications equipment.

Grant Opportunity: The City's primary insurer, the League of Wisconsin Municipalities Mutual Insurance Company (LWMMI), is currently offering a New Safety Equipment Grant program that would enable the City to obtain reimbursement of 75% of the cost of a replacement of the Communications system. The intent and strategy for the grant would have two parts. First, the City would need to purchase a new "hardline" communication system for approximately \$7,000. The City has received a preliminary determination that the system would be approved if submitted. Second, the 2018 budget already has \$4,000 for new HALO protective firefighting hoods, which have been purchased for \$4,063. The hoods would also be submitted for approval under the grant. Combined, if approved, the \$11,063 in safety equipment purchases would be refunded \$8,297, which is sufficient to fully fund the cost of the Dive Team communications equipment.

Information about Dive Team Communications System: In a hardline communications system, the diver's earphones are connected to the "ComRope" which has the communication wires in the rope's core. It provides clear and steady communications, like a land-line telephone, and is not subject to interference or blocked signals, which is a limitation of the wireless systems. Hardline communications are critical for teams who dive in zero visibility that require their divers use rope-guided search patterns. There are also a number of operational safety advantages to hardline

systems, such as it is a "hot mic" system that doesn't require pushing a button to talk, it engages the safety (second) diver in the conversation, it consolidates equipment by combining the diver's tether and wireless system into one secure set up, and it improves operations in the transition between divers' roles. In short, the system is a superior system that dramatically improves diver safety. The Fire Department has prepared a 3-page white paper on the system, so if more information is needed please contact the Fire Chief.

Requested Action:

- 1) Authorize purchase of a hardline SCUBA communication system from the Grants Fund. If the motion is approved as presented and if the grant is ultimately not received, the expenditure would be moved to the contingency appropriation of the Capital Improvement Fund. Whether or not the LWMMI grant is ultimately approved, the communications equipment should be acquired at this time to pair with all the other new equipment recently acquired through a separate grant.
- 2) Authorize application to LWMMI for a New Safety Equipment Grant for the SCUBA communication system and the budgeted HALO protective firefighting hoods and acceptance of the Grant if approved. If the grant is approved, the Grant Fund would receive resources sufficient to cover the full expenditure on the communications equipment and any remaining amount would be deposited to the Capital Outlay Fund.

COUNCIL ACTION REQUESTED

Motion to authorize purchase of a hardline SCUBA communication system for up to \$7,000 anticipated to be from the Grants Fund and to authorize application to and acceptance of a New Safety Equipment Grant from LWMMI for 75 percent reimbursement funding of the SCUBA communication system and the budgeted HALO protective firefighting hoods.

| | | |
|------------------------------|---|--------------------------|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE 3/6/2018 |
| Reports & Recommendations | A RESOLUTION TO MODIFY AND EXTEND CONTRACT WITH JOHNS DISPOSAL SERVICE, INC. FOR REFUSE COLLECTION, DISPOSAL AND RECYCLING FROM THROUGH FOR JANUARY 1, 2018 THROUGH DECEMBER 31, 2022 | ITEM NO. <i>G. 8.</i> |

BACKGROUND

At the January 23, 2018, Common Council meeting:

Alderman Taylor moved to direct staff to finalize a contract extension with Johns Disposal Services considering the three changes to the contract as outlined on the Council Action Sheet provided in the meeting packet relating to new constructions and units added, yard waste collection, and a bond requirement. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

ANALYSIS

Requested modifications have been made and ready for consideration by the Common Council.

OPTIONS

- Direct Staff to execute contract extension with Johns Disposal Services; or
- Table

FISCAL NOTE

Not at this time

RECOMMENDATION

Direct Staff to finalize a contract extension with Johns Disposal Services considering the three changes to the contract as outlined above.

Motion to adopt Resolution No. 2018 - _____, a resolution to modify and extend contract with Johns Disposal Service, Inc. for refuse collection and disposal through 2022, pending legal review and technical corrections.

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 - _____

A RESOLUTION TO MODIFY AND EXTEND CONTRACT WITH JOHNS DISPOSAL
SERVICE, INC. FOR REFUSE COLLECTION DISPOSAL AND RECYCLING FROM
JANUARY 1, 2018 THROUGH DECEMBER 31, 2022

WHEREAS, Johns Disposal Service, Inc. has provided satisfactory refuse collection, disposal and recycling to the residents of the City of Franklin since 2009; and

WHEREAS, Johns Disposal Service, Inc. current contract expired in 2017; and

WHEREAS, the City of Franklin evaluated new contracts with other communities and negotiated a favorable contract extension with Johns Disposal Service, Inc.; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that Johns Disposal Service, Inc. be awarded a new contract for refuse collection, disposal and recycling in accordance with the contract conditions.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Johns Disposal Service, Inc. on behalf of the City. Introduced at a regular meeting of the Common Council of the City of Franklin the

_____ day of _____, 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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

GENERAL CONTRACT PROVISIONS
AND SPECIFICATIONS FOR
REFUSE COLLECTION, DISPOSAL AND RECYCLING
FOR THE
CITY OF FRANKLIN
January 1, 2018 to December 31, 2022
JANUARY 2018

CITY OF FRANKLIN
CONTRACT

THIS CONTRACT made this _____ day of _____, 2018, by and between JOHNS DISPOSAL SERVICE INC, hereinafter called the Contractor and the City of Franklin, Wisconsin, hereinafter called the "City".

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

I. COMPONENT PARTS OF THIS CONTRACT

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

Definitions
General Contract Provisions
Specifications
This Instrument

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

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

III. SCOPE OF WORK

The Contractor shall perform everything required to be performed and shall provide and furnish all labor and materials, necessary tools, equipment and all utility and transportation services required for the weekly collection of all rubbish, garbage, trash, brush and leaves from residences in the City of Franklin, Wisconsin, the disposal thereof and the recycling activities as specified per this contract for a period of five (5) years all in accordance with their specifications. THE CONTRACTOR SHALL BE REQUIRED, AS PART OF THIS CONTRACT, TO DISPOSE OF ALL NON-RECYCLABLE RUBBISH, GARBAGE AND TRASH (SOLID WASTE) AT THE METRO LANDFILL LOCATED AT 10712 SOUTH 124TH STREET. Any groundwater fees and any other fees or taxes required by law to be paid by the City upon tipping or disposal of any materials which are the subject of this contract for payment to the government or governmental agency imposing same shall be paid by the contractor and such amounts shall be included in the contract unit and any other prices set forth in this contract. Notwithstanding the foregoing or anything to the contrary set forth in this Contract, in the event that there no longer is an Active Fill Area within which to dispose of solid waste at the Metro landfill, and/or existing terms of the Final Negotiated Agreement between the operator of the Metro landfill and the City providing for the reimbursement to the City of all tipping fees (site operator and State of Wisconsin imposed) have expired and are not forthwith resumed upon such reimbursement terms of a new agreement as may be approved by the City with the operator of the Metro landfill, City and Contractor agree to negotiate in good faith upon the impact of any site operator and State of Wisconsin (State groundwater and environmental fees, taxes and the like payable upon tipping) imposed tipping fees upon the parties' respective obligations under this Contract. In the event the City and Contractor are unable to negotiate such impact within 30 days after the date of personal service of written notice from either party requesting such negotiation, either party may terminate this Contract by providing 60 days notice to the other party and this Contract shall expire upon the expiration of 60 days following personal service of such termination notice.

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

IV. THE CONTRACT PRICE — WEEKLY REFUSE COLLECTION

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

1. FIVE (5) YEAR CONTRACT

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

January 1, 2018 — December 31, 2022
Estimated 11,326 residences @ \$ 61.20
Per residence per year = Total \$ 693,151.20

B. CONTAINERS AT CITY-OWNED BUILDINGS

January 1, 2018 — Life of Contract
This work shall include the furnishing and weekly emptying of suitable containers at the following City-owned buildings:

Franklin City Hall — 9229 W. Loomis Rd.
Franklin Dept. of Public Works — 7979 W. Ryan Rd.
Sewer & Water Building — 5550 W. Airways Ave.
Fire Station #1 — 8901 W. Drexel Ave.
Fire Station #2 — 9911 S. 60th St.
Fire Station #3 — 4755 W. Drexel Ave.
10 — 90 gallon totes for use at the Public Works Facility, 7979 W. Ryan Rd. (not required to be emptied)
Police Facility Building — 9455 W. Loomis Rd.
Library — 9151 W. Loomis Rd.
Ken Windl Park - 11615 W. Rawson Ave.

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

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

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

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

ST. MARTIN'S LABOR DAY FAIR

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

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

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

D. PROSECUTION OF CONTRACT

The Contractor agrees to commence work under this contract on January 1, 2018. The foregoing quantities of items are approximate only and payment will be made only on the actual quantities of work completed, measured on the basis defined in the Contract Specifications and at unit prices as stated previously.

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

V. SPECIFICATIONS

A. PURPOSE

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

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

The following items need not be picked up:

1. Large amounts of stone, concrete, rubble, earth or sod.
2. Large furniture.
3. Containers over 40 32 gallons and/or over 80 pounds.
4. Large appliances (washers, dryers, etc.).
5. Construction debris except as noted in #6 above.
6. Large auto parts (engine blocks, heads, fenders).
7. Toxic or hazardous waste.
8. Motor oil.

9. Grass clippings.
10. Brush & leaves.
11. All recyclable materials.
12. Automobile Batteries
13. Tires
14. Electronics including TV's, computers, DVD players, etc.

B. MIXED REFUSE

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

C. CONTAINERS

All refuse placed in containers of not more than 40 gallons capacity shall be picked up. No containers weighing more than 80 pounds need be picked up. Containers shall have tapered sides for easy removal. Large cardboard-type containers are not acceptable. Contractor shall instruct employees to return all containers to point on the edge of the drive in a uniform set-back from the pavement in an orderly manner and in an upright condition with cover placed on top. All containers shall be returned to the cart if carts are provided by the residents. Bidders are alerted that more than one type of container may already be owned by various condominium associations and the Contractor will be responsible for emptying the containers presently in use regardless of type. Some condominiums may choose to have individual unit containers (garbage cans).

D. TIME AND LOCATION OF PICKUP

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

E. MAP

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

F. COMPLAINTS

Complaints on pickups shall be handled as follows:

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

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

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

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

G. BASIS FOR PAYMENT

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

Single, two-family and multi-family residential payments shall be made on the basis of a unit cost per residence, the number of residences to be determined by the number of residences as of January 1, 2018, and adjusted monthly according to the number of occupancy permits issued by the City.

2. Combined Commercial & Residential Units

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

3. Reimbursement for Disposal Tipping Fees and Ground Water Fees

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

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

VI. BRUSH AND LEAF PICK-UP

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

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

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

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

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

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

FIVE (5) YEAR CONTRACT

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

a. Single-Family and Two-Family
January 1, 2018 — December 31, 2022
Estimated 9,133 residences @ \$ 5.69
Per residence for year = Total \$ 51,929.27

b. Multi-Family (Condominiums)
January 1, 2018 — December 31, 2022
Estimated 2,193 residences @ \$ 3.68
Per residence per year = Total \$ 8,070.73

Total a and b = \$ 60,000.00

VII. RESIDENTIAL CURBSIDE RECYCLING AND PROCESSING

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

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

B. Recyclables will be placed at curbside in 48 or 96-gallon plastic carts that were provided by the Contractor. All material must be contained in the cart. The Contractor will deliver the carts to new units after notification of occupancy by the City. All carts are the property of the homeowner for the duration of this agreement and must stay with the home. At the end of the agreement the Contractor will take ownership of the carts and remove each cart from the resident's property at the Contractor's expense. The homeowner is responsible for keeping the carts clean. The homeowner is responsible for damage, other than normal wear, such as melting from fire or hot ashes, cuts from a saw, or other avoidable damage. In the event the homeowner is responsible for a lost or damaged cart(s), the replacement cost of \$60 for the 48/96 cart will be billed directly to the homeowner by the Contractor. The Contractor is responsible for normal wear to the cart, wheels or lid and will repair or replace the cart in a

timely manner after the homeowner informs the Contractor of the problem. The Contractor is responsible for damage caused from snow plows or passing vehicles. The carts shall be placed upon the driveway entrance within five (5) feet of the curb line or edge of street or road.

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

FIVE (5) YEAR CONTRACT

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

January 1, 2018 — December 31, 2022
Estimated 11,326 residences @ \$ 32.67
Per residence for year = Total \$ 370,020.42

VIII. RECYCLING DROP-OFF CENTER

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

SIX — 6 CUBIC YARD CONTAINERS WITH LIDS FOR SINGLE STREAM RECYCLING

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

***ONE — 44 CUBIC YARD OPEN TOP CONTAINER FOR SCRAP STEEL**

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

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

COST TO EMPTY CONTAINERS NOTED ABOVE:

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

FIVE (5) YEAR CONTRACT 2018 THROUGH 2022 January 1, 2018 - December 31, 2022:

ONE (1) 30-yard scrap container emptied FOUR (4) times per year at:
\$ 140.00 (per pull)
Total \$ 560.00 (per year)

SEVEN (7) 6-yard recycling containers emptied THREE (3) times per week at:

Total \$ 14,000.00

Total All Containers: \$ 14,560.00 (per year)

IX. REPORTING REQUIREMENTS

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

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

X. SUMMARY OF COSTS AND ANNUAL RATE ADJUSTMENTS:

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

| | | |
|----|---------------------------------------|----------------|
| 1. | Weekly refuse collection IV | \$ 693,151.20 |
| 2. | Brush and leaf pick-up VI, A and B | \$ 60,000.00 |
| 3. | Recycling collection and disposal VII | \$ 370,020.42 |
| 4. | Recycling drop-off containers IX | \$ 14,560.00 |
| | 2018 total | \$1,137,731.62 |

The rates for all services to be provided under this Contract as set forth in Paragraphs, IV, VI, VII, and IX above, shall be adjusted annually for the years 2019 through 2022, by an increase in the Bureau of Labor Statistics — Consumer Price Index — All Urban Consumers, not seasonally adjusted, US City average, all items with base period 1982-84=100. Contractor may request a specified rate increase for the next calendar year due to increased labor and/or fuel costs, to apply in addition to any increase in the Consumer Price Index, provided such request is made in writing and delivered to the office of the City Engineer on or before July 1 of the year immediately preceding the calendar year for which the potential further rate increase is requested. The Common Council may accept such proposal in writing delivered to the Contractor on or before September 1; in the alternative, following the receipt of such a rate increase request from the Contractor, the Common Council may determine to request proposals for such services for the next calendar year from all or other or another vendor(s) and upon award thereof; this Contract shall terminate upon the December 31 immediately thereafter.

XI. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this subsection and such insurance has been approved by the

City, nor shall the Contractor allow any subcontractor to commence work on his sub-contract until all similar insurance required of the subcontractor has been approved.

Workmen's Compensation Insurance

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

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

Public Liability and Property Damage Insurance

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

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

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

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

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

| | |
|-----------------|---|
| Bodily Injury | \$1,000,000 per Person \$1,000,000 per Occurrence \$1,000,000 Aggregate |
| Property Damage | \$ 500,000 per Occurrence \$ 500,000 Aggregate |

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

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

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

XII. PROOF OF CARRYING INSURANCE

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

XIII. PERMITS AND COMPLIANCE WITH LAWS

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

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

XIV. SUB-CONTRACTS

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

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

Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the City.

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

XV. ASSIGNMENT OF CONTRACT

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

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

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

XVI. SUPERINTENDENCE

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

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

XVII. USE OF JOB SITE

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

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

XVIII. USE OF PRIVATE LAND

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

XIX. LABOR

The Contractor shall employ none but competent and skilled workmen and foremen in the conduct of work on this contract. The City shall have the authority to order the removal of any Contractor's employee who refuses or neglects to obey any of its instructions, or those of its City Engineer or inspector relating to the carrying out of

the provisions and intent of the provisions of the contract, or who is incompetent, unfaithful, elusive, threatening or disorderly in his conduct and any such person shall not again be employed on this project.

XX. DAMAGE

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

XXI. PAYMENTS

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

XXII. DEDUCTION FOR UNCORRECTED WORK

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

- A. Failure of the Contractor to make the necessary collections.
- B. Failure of the Contractor to respond to complaints to the satisfaction of the owner.
- C. Failure of the Contractor to follow-up on "missed" pickups.
- D. Failure of the Contractor to make pickups on the scheduled day.
- E. Failure of the Contractor to properly process recyclables.
- F. Failure of the Contractor to immediately and properly clean up liquid spills from compacted garbage or fluid spills (i.e. hydraulic oil, diesel fuel, antifreeze) due to break down of equipment.

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

XXIII. TERMINATION OF CONTRACT

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

XXIV. CITY'S RIGHT TO DO WORK

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

If the Contractor neglects to prosecute the work to be performed on this contract, the City, after three days written notice to the Contractor and his surety, may without

prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

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

IN PRESENCE OF:

| | | |
|-------|-------|--------|
| _____ | _____ | (SEAL) |
| _____ | _____ | (SEAL) |
| _____ | _____ | (SEAL) |

CITY OF FRANKLIN

| | |
|-------|--------------------|
| _____ | MAYOR, STEVE OLSON |
|-------|--------------------|

COUNTERSIGNED:

| | |
|-------|----------------------------------|
| _____ | CITY CLERK, SANDRA L. WESOLOWSKI |
|-------|----------------------------------|

COUNTERSIGNED:

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

| | |
|-------|---|
| _____ | DIRECTOR OF FINANCE & TREASURER, PAUL ROTZENBERG |
|-------|---|

APPROVED AS TO FORM:

CITY ATTORNEY, JESSE WESOLOWSKI

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

CERTIFICATE TO BE EXECUTED
IF
CONTRACTOR IS A CORPORATION

I, _____

certify that I am the _____

of the corporation named as Contractor hereinabove; that _____,

who signed the foregoing contract on behalf of the Contractor was then _____

of said Corporation; thence said contract was duly signed for in behalf of said Corporation by authority of the Governing body and is within the scope of its corporate powers.

(CORPORATE

SEAL)

CITY OF FRANKLIN CONDOMINIUMS
GARBAGE / RECYCLING INFORMATION
FEBRUARY 7, 2018

| # | DEVELOPMENT NAME | ADDRESS | SERVICE TYPE | UNITS OCCUPIED <i>*Edited 2.7.18</i> | PROJECT COMPLETE | TOTAL UNITS |
|----|---|---|---------------------------------|---|------------------|-------------------------------|
| 1 | Apple Creek | Debbie Hagen (Assn. Pres.) 11335 W. Rawson Ave. Franklin, WI 53132 | Curbside | 12 | Yes | 12 |
| 2 | Autumn Ridge | Ogden & Company Kevin 1665 N. Water Street Milwaukee, WI 53202 | Dumpsters *rental | 86 | Yes | 86 |
| 3 | Avian at Tuckaway | Mark Carstensen 9120 W. Loomis Road Franklin, WI 53132 | Curbside | 32 | No | 36 |
| 4 | Deerwood Estates | Prospect Management Co. Gerald Williquette, Pres. 5645 N. Green Bay Ave. Glendale, WI 53209 | Curbside | 41 | No | 48 |
| 5 | Evans Pond | Prospect Management Co. Gerald Williquette, Pres. 5645 N. Green Bay Ave. Glendale, WI 53209 | Dumpsters *rental | 104 | Yes | 104 |
| 6 | Forest Hill Village | Forest Hill Village Owners Assn. c/o Hunt Mgmt. Co. 10520 N Baehr Dr. Ste. Q Mequon, WI 53092 | Curbside | 182 | Yes | 182 |
| 7 | Francis Woods *Not Included | Horizon Development Grp 1031 North Edge Trail Verona, WI 53593 | *Not serviced by Johns Disposal | | | 16 *removed 3/15/13 |
| 8 | Franklin Oaks Condominiums | Prospect Management Co. Robert Gadbois, Secty. 5645 N. Green Bay Rd. Glendale, WI 53209 | *Not serviced by Johns Disposal | | | 144 *not included |
| 9 | *Not Included Franklin Oaks Villas & 1 st Addendum | Prospect Management Co. Robert Gadbois, Secty. 5645 N. Green Bay Rd. Glendale, WI 53209 | Curbside | 80 | No | 90 |
| 10 | Hidden Lake Condominiums | Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202 | Curbside | 48 | Yes | 48 |
| 11 | Hidden Valley | Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202 | Curbside | 40 | Yes | 40 |
| 12 | Homes on the Park I | Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202 | Dumpsters *rental | 24 | Yes | 24 |

| | | | | | | |
|----|----------------------------------|--|---------------------------------|-----|-----|-------------------------|
| 13 | Homes on the Park II | Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202 | Carts | 14 | Yes | 14 |
| 14 | Indian Creek (Riverwood) | Camco 16535 W. Bluemound Rd. Ste. 120 – Brian Cameron Brookfield, WI 53005 | *Not serviced by Johns Disposal | | | 119 *not included |
| | *Not Included | | | | | |
| 15 | Kaitlin Meadows | Condominium Services S96 W12972 Claude Harmon Circle Muskego, WI 53150 | Curbside | 60 | Yes | 60 |
| 16 | Kaitlin Woods | Elite Properties Attn: Sara Moker 3415 N. 127 th Ste. 300 Brookfield, WI 53005 | Curbside | 132 | No | 196 |
| 17 | Legend Park | Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202 | Dumpsters | 60 | Yes | 60 |
| 18 | MacKenzie Square Condominiums | Prospect Management Co. 5645 Green Bay Ave. Glendale, WI 53209 Bob Adashek, Prop. Mgr. | Curbside | 64 | Yes | 64 |
| 19 | Meadows Condominiums | Pat Hanson, President 7931 S. 68 th St. 401 Franklin, WI 53132 | Curbside | 32 | Yes | 32 |
| 20 | Monticello Gardens | The Burbach Co. Franklin Ventures, LLC 2645 N. Mayfair Rd. Ste 130 Milwaukee WI, 53226 Camco Management | Curbside / Dumpsters | 70 | No | 192 |
| 21 | Park Meadows Homes | Park Meadows Homes Assn. Jeff Lilly Mgr. 4163 W. College Ave. Milwaukee, WI 53221 | Dumpsters *customer owns | 196 | Yes | 196 |
| 22 | Sunset Townhomes | Ogden & Company Kevin 1665 N. Water St. Milwaukee, WI 53202 | Curbside | 16 | Yes | 16 |
| 23 | Towering Oaks | Hunt Mgmt. Co. Attn: Shaun 10520 N. Baehr Dr. Ste Q Mequon, WI 53202 | Dumpsters *rental | 40 | Yes | 40 |
| 24 | Tuckaway Creek | Camco 16535 Bluemound Rd. St 120 – Brian Cameron Brookfield, WI 53005 | Curbside | 40 | Yes | 40 |
| 25 | Tuckaway Pines | Genesis CM & D 2210 10 th Ave Ste. B S. Milwaukee, WI 53207 Bob Adashek, Prop. Mgr. | Curbside | 23 | No | 35 |
| 26 | Tuckaway Shores | Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209 Bob Adashek, Prop. Mgr. | Curbside / Dumpsters | 155 | Yes | 155 |
| 27 | Twin Oaks of Tuckaway | Tom Lorino 9809 S. Franklin Dr. Franklin, WI 53132 | Curbside | 62 | Yes | 62 |

| | | | | | | |
|----|--|--|---------------------------------|--------------|-----|-------------------------|
| 28 | Victoria Place | Victoria Place, Inc. P.O. Box 210108 Milwaukee, WI 53221 | Curbside | 40 | Yes | 40 |
| 29 | Westminster Condominiums | Cities Management Co. Amy 2100 Summer St. NE Ste 280 Minneapolis, MN 55413 | *Not serviced by Johns Disposal | | | 70 *not included |
| | *Not Included | | | | | |
| 30 | Whitnall Edge I | Ogden & Company Assn Board: Clinton K 1665 N. Water St. Milwaukee, WI 53202 | Dumpsters *rental | 104 | Yes | 104 |
| 31 | Whitnall Edge II | Camco Management 16535 W. Bluemound Rd. Brookfield, WI 53005 Assn Pres. Rod Roberts | *Not serviced by Johns Disposal | | | 126 *not included |
| | *Not Included | | | | | |
| 32 | Whitnall Grove (formerly Carter Grove) | Whitnall Grove Condo Assn. P.O. Box 320286 Franklin, WI 53132 | Curbside | 44 | Yes | 44 |
| 34 | Whitnall Park Square | Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209 | Curbside | 106 | Yes | 98 |
| 35 | Whitnall Park Terrace | Hunt Mgmt. Co. Attn: Todd Sarauer 10520 N. Baehr Dr. Ste Q Mequon, WI 53202 | Curbside | 66 | Yes | 66 |
| 36 | Whitstone Village | Hunt Mgmt. Co. Attn: Todd Sarauer 10520 N. Baehr Dr. Ste Q Mequon, WI 53202 | Curbside | 75 | Yes | 75 |
| 37 | Woodlake Village | Prospect Management Co. 5645 N. Green Bay Ave. Glendale, WI 53209 | Curbside | 60 | Yes | 60 |
| 38 | Woodland Prairie | Ron Wambach 10150 W. National Ave. West Allis, WI 53227 | Curbside | 10 | No | 44 |
| 39 | Woodland Trails (formerly Franklin Square) | Cities Management 2100 Summer St. NE #280 Minneapolis, MN 55413 | Dumpsters | 109 | Yes | 109 |
| | | | | | | |
| | TOTALS | | | 2,211 | | 2,466 |

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|----------------------------------|-------------------------------------|-------------------------------|
| APPROVAL <i>Slw</i> <i>pt</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE March 6, 2018 |
| REPORTS & RECOMMENDATIONS | 2018 Sanitary Sewer User Fee Review | ITEM NUMBER <i>G.9.</i> |

Background

Annually MMSD provides a Cost Manual which provides the information to determine the sewer charge for Franklin sewer customers. The charge has three components, a fixed connection fee, a fixed Hazardous Waste Disposal fee and a volumetric charge. All residents are charged a fixed rate, regardless of the water volume used. Commercial Customers are provided the fixed charge and then a volumetric charge based upon the water usage.

To the MMSD fee is an additional fee that provides the resources to maintain the local sanitary sewer system.

Analysis

Effective Jan 1, 2018, MMSD is raising its rates by 11.7%. An August, 2017 a JSonline article noted that a contract extension with the system operator is the primary reason for the rate increase.

MMSD increased the volumetric rate 8.5%, effective January 1, 2018. The fixed MMSD rate increased 26.5%. Combined, the MMSD rate increased 11.7% for residential customers. MMSD's total residential rate increases to \$151.54 annually (it had been \$135.61).

The total proposed Franklin residential rate is.

Residential Sewer Bill

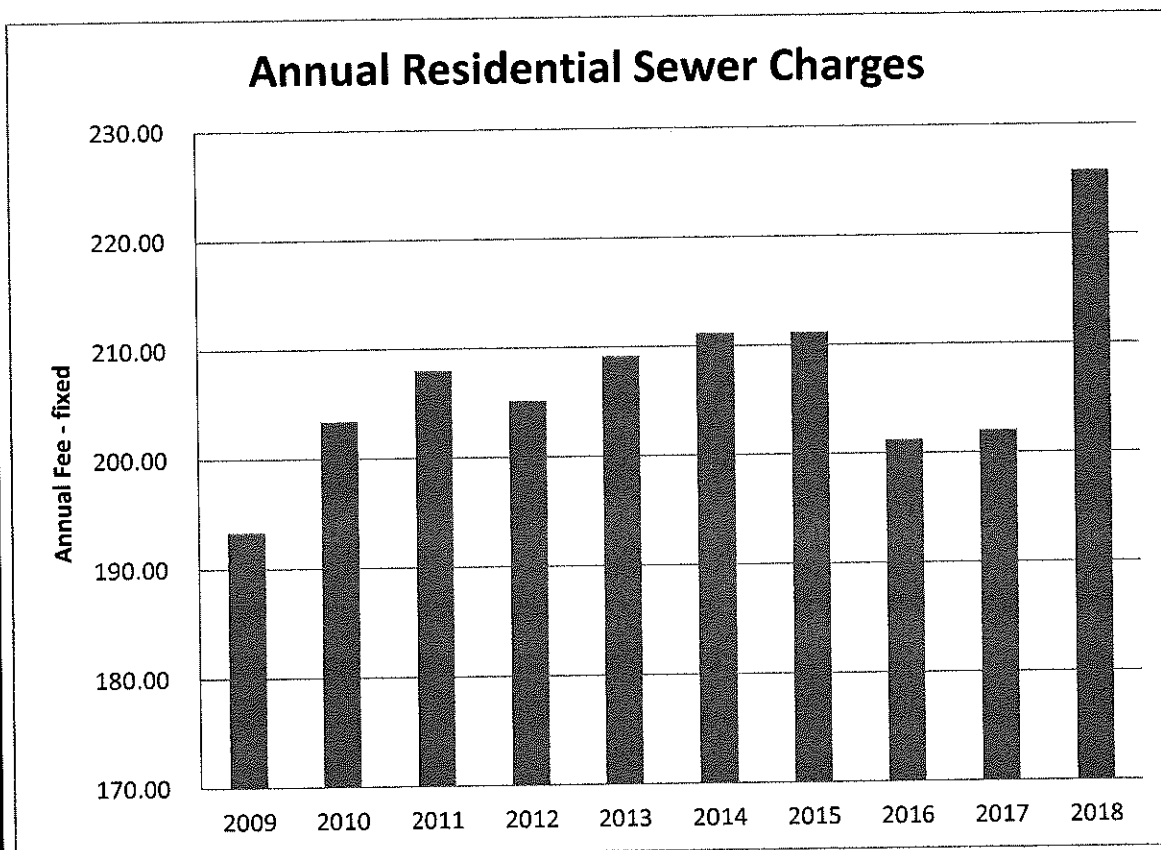
| | 2018 | 2017 | Inc (Dec) |
|--------------------------------------|--------------|--------------|-----------------------|
| Franklin Charge | 74.25 | 66.45 | \$7.80 – 11.7% |
| | | | |
| Volumetric Charge (Variable) | 116.01 | 106.88 | 8.5% |
| Connection Charge (Fixed) | 30.34 | 23.98 | 26.5% |
| Hazardous Waste Disposal | 5.19 | 4.75 | 9.3% |
| Total MMSD charge | 151.54 | 135.61 | \$15.93 – 11.7% |
| | | | |
| Total Annual Charge | 225.79 | 202.06 | \$23.73 – 11.7% |
| Quarterly Residential Billing | 56.45 | 50.52 | \$5.93 – 11.7% |

An average Commercial customer using 82,000 of water will see a smaller increase (10.5%) because of the smaller volumetric increase.

There are currently 10,316 Sewer customers – 9,199 of those are single family or Multi-family residences.

Note that Sanitary Sewer bills are combined with water charges (for properties utilizing both services). The Water Utility does not anticipate any rate increase in 2018. .

A history of the combined residential sewer charge is represented below.



Recommendation

The Finance Committee considered the rate change and recommended its approval at the February 27, 2018 meeting (the Finance Committee did not have access to the reason for the MMSD rate increase noted above, and conditioned its recommendation upon receiving that information).

Fiscal Impact

The proposed rate increase was included in the 2018 budget. The portion of the increase available to the Sanitary Sewer Fund is approximately, \$130,000. The fund had over \$250,000 of capital outlays in 2017 and the 2018 budget included \$615,350 of capital expenditures (\$425,000 for a vacuum vehicle). Staff would not recommend proceeding with the vacuum vehicle expenditure if the proposed rate increase is not approved.

COUNCIL ACTION REQUESTED

Motion to adopt a quarterly 2018 Residential Sanitary Sewer charge of \$56.45 and a fixed Commercial Connection charge of \$11.31 plus a \$3.20683909 per thousand gallon charge effective January 1, 2018 as provided by Municipal Code 207-14 H (3)(b)

| | | |
|------------------------------------|--|--|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 03/06/2018 |
| REPORTS AND RECOMMENDATIONS | A RESOLUTION TO SIGN A SEWER SERVICE AGREEMENT TO SERVE RESIDENTIAL PROPERTIES IN MUSKEGO | <i>G. ID.</i> |

BACKGROUND

In 1991, Franklin granted Muskego two property owners permission to connect to Franklin's sanitary sewer system on W. St. Martins Road. The agreements will terminate upon such a time as Muskego provides a sanitary sewer to the Tess Corners Drive area on the Muskego side of the corporate boundary. The property owners had to connect to the Franklin sewer on the Franklin side of the corporate boundary at their expense.

Currently, the Franklin Utility invoices the City of Muskego at the same sewer rates as Franklin residents then Muskego bills the Muskego residents. MMSD is aware of this arrangement.

Recently, two additional customers in the same vicinity have requested similar permission to connect to the Franklin sewer system.

ANALYSIS

The Franklin sewer system has sufficient capacity for these additional customers outside of the sewer shed.

MMSD has been contacted and they have no concern for this issue.

The enclosed agreement has identical language to the agreement signed in 1991.

OPTIONS

Authorize the execution of contract with Muskego; or

Table

FISCAL NOTE

Not applicable

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2018 - _____, a resolution to sign a Sewer Service Agreement to serve residential properties in Muskego.

Engineering Department

STATE OF WISCONSIN: CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 - _____

A RESOLUTION TO SIGN A SEWER SERVICE AGREEMENT
TO SERVE RESIDENTIAL PROPERTIES IN MUSKEGO

WHEREAS, the owners of certain properties within the City of Muskego, hereinafter referred to as "Muskego," are desirous of obtaining sewer service; and

WHEREAS, the City of Muskego at this time is unable to provide said sewer service to the properties in question; and

WHEREAS, the City of Franklin, hereinafter referred to as "Franklin," is at this time able to provide sewer service to said properties.

NOW, THEREFORE, BE IT RESOLVED, for valuable consideration acknowledged by each party as follows:

1. That the properties to be served are S72 W12501 Tess Corners Drive, MSKC 2205-999-005, Lot 2 CSM 10758 and S72 W12487 Tess Corners Drive MSKC 2205-999-001.
2. That Franklin will provide sewer service connection to said properties upon written request of Muskego.
3. That Franklin will bill Muskego at the same time and in the same amounts for the local sewer service charges for said properties and the same will be paid by Muskego in the same manner and in the same amounts as other properties are billed in Franklin for the local sewer service charges. The charges billed to Muskego will not include the portion of the sewer service fee which is that fee for the Milwaukee Metropolitan Sewerage District, hereinafter referred to as "MMSD." The MMSD operation and maintenance charges will be billed directly to Muskego and the deductions from capacity purchased by Muskego from MMSD will be deducted against Muskego.
4. This agreement shall terminate upon Muskego being able to provide sewer service to the properties in question.

Introduced at a regular meeting of the Common Council of the City of Franklin the

_____ day of _____, 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the

_____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

SEWER SERVICE AGREEMENT BETWEEN
CITY OF FRANKLIN AND CITY OF MUSKEGO

WHEREAS, the owners of certain properties within the City of Muskego, hereinafter referred to as "Muskego," are desirous of obtaining sewer service; and

WHEREAS, the City of Muskego at this time is unable to provide said sewer service to the properties in question; and

WHEREAS, the City of Franklin, hereinafter referred to as "Franklin," is at this time able to provide sewer service to said properties.

NOW, THEREFORE, BE IT RESOLVED, for valuable consideration acknowledged by each party as follows:

1. That the properties to be served are S72 W12501 Tess Corners Drive, MSKC 2205-999-005, Lot 2 CSM 10758 and S72 W12487 Tess Corners Drive MSKC 2205-999-001.
2. That Franklin will provide sewer service connection to said properties upon written request of Muskego.
3. That Franklin will bill Muskego at the same time and in the same amounts for the local sewer service charges for said properties and the same will be paid by Muskego in the same manner and in the same amounts as other properties are billed in Franklin for the local sewer service charges. The charges billed to Muskego will not include the portion of the sewer service fee which is that fee for the Milwaukee Metropolitan Sewerage District, hereinafter referred to as "MMSD." The MMSD operation and maintenance charges will be billed directly to Muskego and the deductions from capacity purchased by Muskego from MMSD will be deducted against Muskego.
4. This agreement shall terminate upon Muskego being able to provide sewer service to the properties in question.

Dated this _____ day of _____, 2018

CITY OF FRANKLIN, WISCONSIN

CITY OF MUSKEGO, WISCONSIN

BY: _____
Stephen R. Olson, Mayor

BY: _____
Kathy Chiaverotti, Mayor

DATE: _____

DATE: _____

BY: _____
Sandra L. Wesolowski, City Clerk

BY: _____
Jill Blenski, Deputy Clerk

DATE: _____

DATE: _____

BY: _____
Paul Rotzenberg, Dir. of Finance and
Treasurer

BY: _____
Sharon Mueller, Director of Finance and
Treasurer

DATE: _____

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney

Jeff Warchol, City Attorney

DATE: _____

DATE: _____



| | | |
|--|--|--|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 03/06/2018 |
| REPORTS AND RECOMMENDATIONS | RESOLUTION FOR PROFESSIONAL SERVICES CONTRACT WITH TRAFFIC ANALYSIS & DESIGN, INC. FOR TRAFFIC IMPACT ANALYSIS OF PROPOSED W. ELM ROAD EXTENSION IN THE AMOUNT OF \$14,267.00 | ITEM NUMBER <i>G.11.</i> |

BACKGROUND

The City of Franklin is in the process of planning a business park in the southeastern section of the City. This planning is affected by current WISDOT projects involving S. 27th Street (US 241) and I-94.

ANALYSIS

Staff has met with WISDOT and expressed a concern that current WISDOT projects need to be coordinated with efforts by the City to develop a business park. Of note are the proposed interchange of I-94 and W. Elm Road and the Root River crossing improvements for S. 27th Street.

To facilitate the WISDOT efforts, WISDOT requested that the City of Franklin have a traffic impact analysis (TIA) developed for the proposed business park and surrounding areas.

Traffic Analysis & Design, Inc. has recently completed another TIA for the City and performed well. The enclosed proposal is to submit initial information to WISDOT. There is expected to be another phase of this study once WISDOT reviews the initial submittal. Therefore, the second phase scope is yet unknown but a budget for the second phase will likely be \$20,000 - \$30,000.

These efforts are TID eligible for reimbursement and there are sufficient funds in TID 4.

OPTIONS

Authorize signature of the Traffic Analysis & Design, Inc. Professional Services Contract; or

Table

FISCAL NOTE

These efforts are TID eligible for reimbursement and there are sufficient funds in TID 4.

COUNCIL ACTION REQUESTED

Resolution for professional services contract with Traffic Analysis & Design, Inc. for traffic impact analysis of proposed W. Elm Road extension in the amount of \$14,267.00

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 - _____

RESOLUTION FOR PROFESSIONAL SERVICES CONTRACT WITH
TRAFFIC ANALYSIS & DESIGN, INC. FOR
TRAFFIC IMPACT ANALYSIS OF PROPOSED W. ELM ROAD EXTENSION
IN THE AMOUNT OF \$14,267.00

WHEREAS, the City of Franklin is developing a business park in the southeastern corner of the City; and

WHEREAS, WISDOT is developing plans for S. 27th Street (US 241) and I-94 which will have significant impacts and coordination with City plans; and

WHEREAS, professional services are needed to perform a traffic impact analysis on the City developments in relation to WISDOT projects; and

WHEREAS, these efforts are primarily for the development of an existing tax increment district within the City of Franklin; and

WHEREAS, Staff has identified Traffic Analysis & Design, Inc. as a qualified consultant to perform the needed services.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that a professional services contract with Traffic Analysis And Design, Inc. be executed for the traffic impact analysis of the proposed W. Elm Road extension in the amount of \$14,267.00.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

AGREEMENT

This AGREEMENT, made and entered into this 13th day of February, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Traffic Analysis & Design, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N36 W7505 Buchanan Ct, Cedarburg, WI 53012.

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide a WisDOT Traffic Impact Analysis (TIA) Initial Review for the proposed Elm Road Extension Business Park to be located west of STH 241, south of Oakwood Road and north of County Line Road in Franklin, Wisconsin;

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for a WisDOT Traffic Impact Analysis (TIA) Initial Review for the proposed Elm Road Extension Business Park to be located west of STH 241, south of Oakwood Road and north of County Line Road in Franklin, Wisconsin, as described in CONTRACTOR's proposal to CLIENT dated February 13, 2018, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the

parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$14,267.00, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$14,267.00. For services rendered, monthly invoices will include a report that clearly states the tasks and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. John Bieberitz, PE, PTOE, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.

- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

| | |
|--|--------------|
| A. Limit of General/Commercial Liability | \$3,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage | \$1,000,000 |
| C. Excess Liability for General Commercial or Automobile Liability | \$10,000,000 |
| D. Worker's Compensation and Employers' Liability | \$500,000 |
| E. Professional Liability | \$2,000,000 |

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

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

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of _____.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY: _____
Stephen R. Olson, Mayor

DATE: _____

BY: _____
Sandra L. Wesolowski, City Clerk

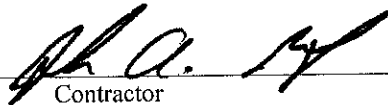
DATE: _____

BY: _____
Paul Rotzenberg, Director of Finance and
Treasurer

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney

DATE: _____


Contractor

BY: John A. Bieberitz, President, Traffic Analysis &
Design, Inc.
Printed Name & Title

DATE: February 13, 2018

ATTACHMENT A

SCOPE OF SERVICES

Based on discussions with WisDOT, due to the phasing of the development plans, the funding of the interchange plans (when it would be built depending on when the funding is approved), and potential access points for the development, a WisDOT TIA Initial Review (Phase 1) is required. Once WisDOT reviews the TIA Initial Review, then WisDOT will provide a required scope of work for the balance of the TIA (phase 2).

WisDOT TIA Process

The scope for this TIA is based on a typical WisDOT TIA process, as they will require a TIA for an access permit onto STH 241. The full TIA study will consist of analysis of the existing conditions, Year 2018 initial build conditions (Phase 1) with the proposed initial buildout of the development, a partial buildout plan (Phase 2) and a full buildout/redevelopment opportunities development plan (Phase 3).

Based on discussions with WisDOT, the nine study area intersections are anticipated to consist of:

1. STH 241 with Oakwood Road
2. STH 241 with St. John's Way/development roadway
3. STH 241 with Fed-Ex/Con-Way driveway
4. STH 241 with Elm Road
5. STH 241 with the proposed development roadway
6. STH 241 with County Line Road
7. County Line Road with the development roadway
8. Oakwood Road with the western development roadway
9. Oakwood Road with the eastern development roadway

The WisDOT TIA Initial Review submittal will consist of a report to obtain concurrence on the trip generation of each phase, traffic distribution of each phase, traffic assignment of each phase, and scope for the full TIA with exhibits illustrating the existing traffic counts, trip generation, trip distribution, site plan(s), text, analysis procedures, recommendations, and conclusions with appendix of all traffic count data.

Task 1 - Data Collection

The Engineer will obtain and utilize the traffic turning movement count data from WisDOT at the STH 241 intersections with Oakwood Road and Elm Road. Engineer will supplement the previously conducted turning movement counts with the following turning movement counts at the remaining existing study area intersections:

- STH 241 with St. John's Way – weekday 6 AM to 7 PM
- STH 241 with Fed-Ex/Con-Way access – weekday 6 AM to 7 PM
- STH 241 with County Line Road – weekday 6 AM to 7 PM

The traffic turning movement counts will be conducted to WisDOT standards, counting automobiles, trucks, busses, bikes and pedestrians separately in 15-minute intervals. The traffic count data will be downloaded, balanced and then submitted to WisDOT, along with the existing WisDOT/TADI counts,

and the WisDOT traffic projection request form so WisDOT can prepare the future traffic projections.

It is assumed that a weekday AM and PM analysis will be required and NOT a Saturday analysis. If a Saturday peak hour analysis is required by WisDOT, additional traffic counts will need to be completed.

Engineer will coordinate with WisDOT to obtain traffic signal timing plans for the signalized study area intersections and the future intersection/interchange improvement plans.

Task 2 – Traffic Analysis and Report

Trip Generation and Distribution

Engineer will estimate the volume of traffic expected to be generated by the proposed initial build (Phase 1), partial build (Phase 2), and full buildout/redevelopment opportunities (Phase 3) of the proposed development area based on the site plans, master plan, land uses, and sizes based on trip generation rate data published in the *ITE Trip Generation Manual, 9th Edition*. Traffic will be generated for the weekday daily, weekday AM and weekday PM peak hours. The traffic generated will be distributed to the study area intersections based on existing traffic patterns. Engineer will prepare the traffic distributions and traffic assignments for the following scenarios:

- Phase 1 – without the new interchange
- Phase 2 – with and without the new interchange (depending on when funding is approved, which will impact the construction schedule)
- Phase 3 – with the new interchange

Engineer will compile the balanced traffic count data, trip generation for each phase, traffic distribution for each phase, and traffic assignment for each phase in a WisDOT TIA Initial Review report and will submit the report to the City first for comments and then after receiving comments, Engineer will submit the final report to WisDOT for review and approval.

Task 3 - Meetings

Two meeting with WisDOT or the City to review the TIA Initial Review is included in the scope of services. If an additional meeting or meetings are required with attendance by the Engineer, it will be considered as additional services requiring a contract amendment.

SCHEDULE

Engineer will submit a draft TIA Initial Review to the Client for review within four weeks after receiving authorization. Engineer will submit the final TIA Initial Review to the Client and WisDOT within two days of receiving comments from the Client.

COMPENSATION

For the services described in Tasks 1,2 and 3: Client shall pay Engineer the lump sum fee of Fourteen Thousand Two Hundred Sixty-Seven Dollars (\$14,267.00).

All services not cited in the Scope of Services, will be conducted as additional services under an Amendment to this Agreement.

| | | |
|--|--|---|
| APPROVAL <i>slw</i> <i>pk</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE March 6, 2018 |
| REPORTS & RECOMMENDATIONS | AN ORDINANCE TO AMEND ORDINANCE 2017-2301, AN ORDINANCE ADOPTING THE 2018 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, TID 3, TID 4, TID 5 FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2018 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2017 BUDGET AS AMENDMENTS TO THE 2018 BUDGET | ITEM NUMBER <i>G. 12.</i> |

Background

Each year generally accepted accounting principles require a search for encumbrances. An encumbrance is a contract or written purchase order that was entered into or ordered during the 2017 fiscal year with the intent that the contract or purchase order would be completed in 2017 or the understanding that the project would take more than one fiscal year to complete. Projects meeting the definition of an encumbrance must have a portion of the fund balance reserved for the costs necessary to complete the project. .

Analysis

For the year 2017 there are projects in General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement, Capital Improvement, TID 3, TID 4, and TID 5 which should be encumbered.

Fiscal Impact

The fiscal impact of encumbrances to each of the funds is a reduction of the respective fund balance. The 2017 year-end financial reports and the year-end fund balances will include the impact of the encumbrances. Revenue was provided in 2017 but was unused. These actions allow those resources to be used without impacting respective 2018 budgets or the projects in process.

A 2017 contingency appropriation in the General Fund is more appropriately classified as a Police Capital Outlay expenditure. The attached encumbrance transfers the appropriation to the Capital Outlay and properly classifies the expenditure. Other 2017 contingency appropriations are properly re-classified in the 2018 amendment.

Recommendation

The Finance Committee reviewed this Ordinance at the February 27, 2018 meeting and unanimously recommends adoption.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2017-2301, an Ordinance adopting the 2018 annual budgets for the General Fund, Development Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, TID 3, TID 4, and TID 5 Fund for the City of Franklin for fiscal year 2018 to approve budget encumbrances from the 2017 budget as amendments to the 2018 budget

Roll call vote needed

Finance Dept - Paul

City of Franklin
2017 Budget Encumbrances and Carryovers to 2018

| PO # | Date | Vendor | Encumbrance | Fund | Dept | Acct | Project | Dept Tot | Description |
|-------|------------|--------------------------------|-------------|------|------|------|---------|----------|--|
| 74059 | 12/20/2017 | GEOGRAPHIC MARKETING ADV LLC | 26,950 | 1 | 144 | 5214 | | 26,950 | Work Towards Completing the GIS/Edit App Retirement Plan |
| 74060 | 12/21/2017 | OTIS ELEVATOR CO | 765 | 1 | 181 | 5557 | | 765 | 2017 Code Required Elevator Testing for City Hall Elevator Z26935 |
| 74023 | 9/6/2017 | BAY COMMUNICATIONS/DBA: BAYCC | 33,138 | 1 | 199 | 5499 | | 33,138 | 2 AUTOMATIC LICENSE PLATE READERS |
| 74071 | 12/27/2017 | ARBUS DS COMMUNICATIONS | 3,000 | 1 | 211 | 5242 | | | VESTA TEXT 2-9-1-1 SETUP FEE |
| 74049 | 12/19/2017 | KIESLER POLICE SUPPLY INC | 2,912 | 1 | 211 | 5327 | | | SHOTGUNS & FORE-END LIGHTS |
| 74051 | 12/19/2017 | ADVANTAGE POLICE SUPPLY INC | 780 | 1 | 211 | 5333 | | | BODY ARMOR / NEW OFFICER - PO WILSON |
| 74048 | 12/19/2017 | RED THE UNIFORM TAILOR | 385 | 1 | 211 | 5333 | | | INITIAL ISSUE UNIFORMS & EQUIP / WILSON |
| 74068 | 12/27/2017 | BAY COMMUNICATIONS/DBA: BAYCC | 10,000 | 1 | 211 | 5557 | | | ACCESS CONTROL UPGRADE PROJECT - NETWORK STORAGE - NODE #3 |
| 74045 | 12/13/2017 | BAY COMMUNICATIONS/DBA: BAYCC | 35,000 | 1 | 211 | 5559 | | 52,077 | BUILDING ACCESS CONTROL PROJECT |
| 74062 | 9/28/2017 | BAY COMMUNICATIONS/DBA: BAYCC | 25 | 1 | 231 | 5329 | | 25 | Antenna, Leather Case, T Strop for Leather Case |
| 74077 | 12/28/2017 | | 130 | 1 | 331 | 5332 | | | Exhaust reel |
| 74078 | 12/28/2017 | DIVERSIFIED IND PROD INC | 3,973 | 1 | 331 | 5332 | | | EXHAUST REPLACEMENT PARTS |
| 74069 | 12/28/2017 | WINTER EQUIPMENT CO., INC. | 4,873 | 1 | 331 | 5332 | | | PLOW BLADE (742-761-732) AND WING BLADE (732) |
| 74063 | 12/27/2017 | Tapco-Traffic & Parking | 425 | 1 | 331 | 5343 | | | Sign blanks |
| 74080 | 12/28/2017 | Decker Supply | 3,223 | 1 | 331 | 5343 | | | Glo cones / barricade legs |
| 74070 | 12/28/2017 | COUNTY MATERIALS CORP | 1,463 | 1 | 331 | 5381 | | | CATCH BASIN RISERS |
| 74073 | 12/28/2017 | WI Lifting Specialists, Inc | 788 | 1 | 331 | 5381 | | | Lifting chains |
| 74075 | 12/28/2017 | H & S PROTECTION SYSTEMS INC | 3,118 | 1 | 331 | 5559 | | | VIDEO & CAMERA SYSTEM |
| 74055 | 12/27/2017 | JM BRENNAN INC | 908 | 1 | 331 | 5559 | | 18,900 | SURVEY AND CHECK HVAC EQUIPMENT |
| 74072 | 12/28/2017 | CRESENT LANDSCAPE SUPPLY INC | 3,960 | 1 | 551 | 5247 | | 3,960 | 180 YD PLAYGROUND CHIPS |
| 73995 | 4/4/2017 | EHLERS & ASSOC INC | 5,250 | 1 | 641 | 5219 | | | FINANCIAL SRVCS - PROPOSED DEVELOPMNT W OAKWOOD RD FOR INTERSTATE PART |
| 74010 | 6/21/2017 | EHLERS & ASSOC INC | 9,450 | 1 | 641 | 5219 | | 14,700 | ANALYSIS OF CREATION OF TIF - AREA G - S112TH & W RYAN & W OAKWOOD RD |
| | | General Fund total | 150,514 | | | | | 150,514 | |
| 73677 | 4/13/2015 | RUEKERT & MIELKE INC | 3,321 | 27 | | 5219 | | | IMPACT FEE STUDY - PARK & WATER FEES |
| 74082 | 12/28/2017 | | 225.00 | 41 | 141 | 5813 | | | Hon Mid-back task chair |
| 74035 | 11/9/2017 | PARAGON DEVELOPMENT SYSTEM | 2,960.00 | 41 | 144 | 5843 | | | Wireless Access Points with Monitoring IT Capital Project |
| 74036 | 11/27/2017 | BADGER OIL EQUIPMENT CO INC | 13,690.00 | 41 | 199 | 5489 | | | FUEL MANAGEMENT SYSTEM |
| 74041 | 12/13/2017 | ADVANTAGE POLICE SUPPLY INC | 7,375.00 | 41 | 211 | 5819 | | | (5) TACTICAL ARMOR |
| 73870 | 8/18/2016 | BAY COMMUNICATIONS/DBA: BAYCC | 26,000.00 | 41 | 211 | 5819 | | | TEXT 2-9-1-1 |
| 73797 | 12/28/2015 | WAUKESHA COUNTY RADIO SERVIC | 11,000.00 | 41 | 221 | 5815 | | | Radio Programming/ Flash Upgrades |
| 74039 | 12/17/2017 | Paul Conway Shields | 13,299.60 | 41 | 221 | 5818 | | | Replacement turnout gear |
| 73656 | 2/25/2015 | MS GOVERN | 13,942.50 | 41 | 231 | 5843 | | | Govern Open Forms Starter Kit per Quote/Contract signed 12/26/2013 |
| | | Capital Outlay Fund total | 88,492.10 | | | | | | |
| 74064 | 12/22/2017 | EMERGENCY LIGHTING & ELEC LLC | 4,000 | 42 | 231 | 5811 | | | Custom Rear Box. Dual Drawer for 773 & 770 |
| 73858 | 6/29/2016 | Ehlers | 7,500 | 43 | 161 | 5219 | | | FEASIBILITY STUDY - TIF SERVICES FOR BALLPARK COMMONS |
| 74034 | 11/8/2017 | GRAEF | 4,929 | 43 | 321 | 5219 | | | BALLPARK COMMONS - TID 5 - ENGINEERING PROF SERVICES |
| 74022 | 8/17/2017 | EHLERS & ASSOC INC | 16,313 | 43 | 641 | 5219 | | | REVIEW & FINANCIAL ANALYSIS OF CHANGES TO TID 5 - BALLPARK COMMONS |
| | | TID 5 total | 28,742 | | | | | | |
| 74067 | 6/14/2017 | MILWAUKEE CO DEPT OF TRANSP | 3,063.61 | 46 | 199 | 5499 | | | TRAFFIC SIGNAL LIGHTS (S76TH & W RAWSON AVE) |
| 74053 | 12/19/2017 | GENERAL FIRE EQUIPMENT CO.,INC | 8,583.32 | 46 | 211 | 5811 | | 7069 | EQUIPMENT FOR EVIDENCE CRIME SCENE UNIT |
| 74052 | 12/19/2017 | HOLZ MOTORS INC | 39,416.68 | 46 | 211 | 5811 | | 7069 | EVIDENCE CRIME SCENE UNIT |
| 73861 | 7/25/2016 | MOTOROLA SOLUTIONS INC | 42,695.85 | 46 | 211 | 5819 | | 7063 | POLICE - RADIO SYSTEM - DISPATCH CONSOLES |
| 74043 | 12/13/2017 | HASTINGS AIRENERGY CONTROL IN | 21,900.00 | 46 | 211 | 5819 | | 7073 | POLICE DRUG VAULT VENTILATION SYSTEM |
| 74044 | 12/13/2017 | STI ELECTRIC | 3,100.00 | 46 | 211 | 5819 | | 7073 | ELECTRICAL WORK FOR POLICE DRUG VAULT VENTILATION SYSTEM |
| 74037 | 11/28/2017 | R.A. SMITH NATIONAL | 8,000.00 | 46 | 331 | 5823 | | 3051 | EVALUATION OF W DREXEL AVE & 51ST STREET INTERSECTION |
| 73842 | 4/5/2016 | MILWAUKEE CO DEPT OF TRANSP | 36,080.42 | 46 | 331 | 5826 | | 3717 | HIGHWAY IMPROVEMENT - W ST MARTINS-S NORTH CAPE-LOWERS LANE RD |
| 73842 | 4/5/2016 | MILWAUKEE CO DEPT OF TRANSP | 2,208.16 | 46 | 331 | 5828 | | 3717 | HIGHWAY IMPROVEMENT - W ST MARTINS-S NORTH CAPE-LOWERS LANE RD |
| 74028 | 10/19/2017 | RUEKERT & MIELKE INC | 56,632.50 | 46 | 331 | 5829 | | 3529 | DRAINAGE IMPROVEMENTS RAWSON HOMES - NORTH OF MADISON BLVD & S 38TH ST |
| 74074 | 12/28/2017 | RUEKERT & MIELKE INC | 45,300.00 | 46 | 331 | 5830 | | 3529 | WATER MAIN IMPROVEMENTS |
| 73842 | 4/5/2016 | MILWAUKEE CO DEPT OF TRANSP | 16,303.75 | 46 | 331 | 5839 | | 3717 | St Martin's Road Improvements |
| 73711 | 7/22/2015 | WI DEPT OF TRANSPORTATION | 5,491.46 | 46 | 331 | 5839 | | 7070 | EMERGENCY VEHICLE PRE-EMPTION - S100TH-DREXEL /CHRUCH ST |
| 73711 | 7/22/2015 | WI DEPT OF TRANSPORTATION | 5,491.47 | 46 | 331 | 5839 | | 7070 | EMERGENCY VEHICLE PRE-EMPTION - S100TH-DREXEL /CHRUCH ST |
| 73778 | 12/21/2015 | WI DEPT OF TRANSPORTATION | 1,813.68 | 46 | 331 | 5839 | | 7070 | EMERGENCY VEHICLE PRE-EMPTION - RYAN RD-SOUTH OF 76TH ST |
| 73997 | 11/17/2016 | WI DEPT OF TRANSPORTATION | 22,384.09 | 46 | 331 | 5839 | | 7070 | EVP - EQUIPMENT FOR STATE INTERSECTIONS |

City of Franklin
2017 Budget Encumbrances and Carryovers to 2018

| PO # | Date | Vendor | Encumbrance | Fund | Dept | Acct | Project | Dept Tot | Description |
|-------|------------|--------------------------------|--------------|------|------|------|---------|----------|---|
| 74015 | 7/20/2017 | HOME CORPORATION | 271,160.00 | 46 | 331 | 5855 | 9691 | | DPW SALT STORAGE FACILITY |
| 74032 | 10/19/2017 | HOME CORPORATION | 9,200.00 | 46 | 331 | 5855 | 9691 | | DPW SALT STORAGE FACILITY - CHANGE ORDER 1 |
| | | Capital Improvement Fund total | 596,845 | | | | | | |
| 73973 | 2/22/2017 | CITY OF OAK CREEK | 14,755.00 | 48 | 331 | 5821 | 3027 | | S. 27TH ST TREE PLANTING |
| 73727 | 8/13/2015 | WI DEPT OF TRANSPORTATION | 1,335,579.32 | 48 | 331 | 5828 | 3027 | | S 27 ST- SIDEWALK/ST LIGHTS/STREETSCAPE |
| 73698 | 5/21/2015 | WI DEPT OF TRANSPORTATION | 2,972.01 | 48 | 755 | 5830 | 3027 | | RECONSTRUCTION OF S27TH ST (W COLLEGE-W DREXEL AVE) |
| | | TID 3 total | 1,353,306 | | | | | | |
| 73996 | 4/4/2017 | EHLERS & ASSOC INC | 15,000 | 49 | 151 | 5219 | | | ANALYSIS OF TAX INCREMENT FOR AREA D - OAKWOOD & S CO LINE RD / 27TH & 42ND |
| 73993 | 4/4/2017 | RUEKERT & MIELKE INC | 17,715 | 49 | 321 | 5216 | | | AREA D - FLOODPLAIN ANALYSIS - TASK #3 - OAKWOOD & S CO LINE RD / 27TH & 42ND |
| 73994 | 4/4/2017 | RUEKERT & MIELKE INC | 18,478 | 49 | 321 | 5216 | | | AREA D - STORMWATER & WETLAND ANALYSIS-TASK #4 - OAKWOOD & S CO LINE RD , |
| | | TID 4 total | 51,193 | | | | | | |
| 74031 | 10/19/2017 | VISU-SEWER INC | 24,750 | 61 | 731 | 5829 | | | RYAN CREEK INTERCEPTOR SEWER MAIN REPAIR - S60TH & W RYAN RD |
| 73721 | 7/30/2015 | GRAEF | 25,875 | 61 | 1819 | | | | WATER & WASTEWATER FACILITY - CONSULTANT SERVICES - PROJ #2013-0168.04 |
| 73722 | 7/30/2015 | MIRON CONSTRUCTION CO INC | 7,386 | 61 | 1819 | | | | WATER & WASTEWATER FACILITY (Change Order #2) |
| 73721 | 7/30/2015 | GRAEF | 25,875 | 65 | 1819 | | | | WATER & WASTEWATER FACILITY - CONSULTANT SERVICES - PROJ #2013-0168.04 |
| 73722 | 7/30/2015 | MIRON CONSTRUCTION CO INC | 7,386 | 65 | 1819 | | | | WATER & WASTEWATER FACILITY (Change Order #2) |
| | | | 4,636,777 | | | | | | |

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2018 _____

AN ORDINANCE TO AMEND ORDINANCE 2017-2301, AN ORDINANCE ADOPTING THE 2018 ANNUAL BUDGETS FOR THE GENERAL FUND, DEVELOPMENT FUND, CAPITAL OUTLAY FUND, EQUIPMENT REPLACEMENT FUND, CAPITAL IMPROVEMENT FUND, TID 3, TID 4, AND TID 5 FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2018 TO APPROVE BUDGET ENCUMBRANCES FROM THE 2017 BUDGET AS AMENDMENTS TO THE 2018 BUDGET

WHEREAS, the Common Council of the City of Franklin adopted the 2017 Annual Budgets for the General Fund, Development Fund, Civic Celebrations Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement, TID 3 Fund, TID 5 Fund, and Sanitary Sewer Fund; and

WHEREAS, certain monies included in the 2017 Annual Budgets of the respective funds were intended to be expended in 2017 and were committed for expenditure prior to December 31, 2017; and

WHEREAS, these amounts will be expended in 2018, and as a result, the related appropriations should be made available and appropriated in the 2018 budget; and

WHEREAS, Common Council has determined that it would be in the best interest of the City to approve such encumbrance in the 2018 budgets of the respective funds; and

WHEREAS, the Budget Appropriation Units will be adjusted for the items listed below.

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

Section 1 That certain encumbered funds of the 2017 budgeted amounts be transferred forward to the 2018 Annual Budget for the respective funds of the City of Franklin to pay for 2017 encumbrances as follows:

General Fund

| | | | |
|----------------------|---------------|----------|-----------|
| Info Services | Non-Personnel | Increase | 26,950.00 |
| Muni Buildings | Non-Personnel | Increase | 765.00 |
| Police | Non-Personnel | Increase | 52,076.98 |
| Building Inspection | Non-Personnel | Increase | 24.50 |
| Highway | Non-Personnel | Increase | 18,899.64 |
| Parks | Non-Personnel | Increase | 3,960.00 |
| Economic Development | Non-Personnel | Increase | 14,700.00 |
| Transfers Out | | Increase | 33,138.00 |

Development Fund

| | | |
|-----------------------|----------|----------|
| Professional Services | Increase | 3,320.50 |
|-----------------------|----------|----------|

Capital Outlay Fund

| | | | |
|--------------|--------------|----------|-----------|
| Transfer In | | Increase | 33,138.00 |
| Clerk | Office Furn | Increase | 225.00 |
| Info Systems | Software | Increase | 2,960.00 |
| Police | Safety Equip | Increase | 33,138.00 |
| Police | Other | Increase | 33,375.00 |
| Fire | Shop Equip | Increase | 11,000.00 |
| Fire | Safety Equip | Increase | 13,299.60 |
| Bldg Inspec | Software | Increase | 13,942.50 |
| Highway | Equipment | Increase | 13,690.00 |

Equipment Replacement Fund

| | | | |
|-------------|----------|----------|----------|
| Bldg Inspec | Vehicles | Increase | 4,000.00 |
|-------------|----------|----------|----------|

Capital Improvement Fund

| | | | |
|---------|----------------|----------|------------|
| Police | Auto Equip | Increase | 46,000.00 |
| Police | Oth Cap Equip | Increase | 67,695.85 |
| Highway | Equipment | Increase | 3,083.61 |
| Highway | Streets | Increase | 8,000.00 |
| Highway | Sanitary Sewer | Increase | 36,080.42 |
| Highway | Sidewalk | Increase | 2,208.16 |
| Highway | Storm Sewer | Increase | 56,632.50 |
| Highway | Water | Increase | 61,603.75 |
| Highway | Traffic Signal | Increase | 35,180.70 |
| Highway | Structures | Increase | 280,360.00 |

| | | | | |
|-------|---------|---------|----------|--------------|
| TID 3 | Highway | Capital | Increase | 1,350,334.32 |
| | Water | Capital | Increase | 2,972.01 |

| | | | | |
|-------|-------------|-----------|----------|-----------|
| TID 4 | Finance | Prof Serv | Increase | 15,000.00 |
| | Engineering | Prof Serv | Increase | 36,193.00 |

| | | | | |
|-------|-------------|-----------|----------|-----------|
| TID 5 | Legal | Prof Serv | Increase | 7,500.00 |
| | Engineering | Prof Serv | Increase | 4,929.00 |
| | Econ Dev | Prof Serv | Increase | 16,313.00 |

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin
this _____ day of _____, 2018.

APPROVED:

ATTEST:

Stephen R Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES____NOES____ABSENT____