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<https://www.youtube.com/c/CityofFranklinWIGov>

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, JULY 6, 2021 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes of the Regular Common Council Meeting of June 15, 2021.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. An Ordinance to Amend Ordinance No. 2020-2453, An Ordinance Adopting the 2021 Annual Budgets for the Capital Improvement Fund to Provide Additional \$50,000 Appropriations for the Marquette Avenue Road Extension Project.
 - 2. A Resolution to Relocate WE Energies Pole and Connected Service for 7475 S. 49th Street for \$6,343.27 as Part of the Marquette Avenue Road Extension Project.
 - 3. A Resolution to Acquire Water Main Easement from 8000 S. Scepter Drive (WAB Holdings KWL, LLC) (Tax Key No. 795-9999-008).
 - 4. Authorization to Release Letter of Credit No. 20004518687 from Old National Bank for Knollwood Legacy Apartments, Located at 7888 S. Scepter Drive, as Recommended by the Engineering Department.
 - 5. Authorize a Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future Tax Incremental Financing District (TID) Agreements.
 - 6. A Resolution to Reimburse Mills Hotel Wyoming, LLC to Construct a Portion of the Ryan Creek Trail in the Ryan Meadows Subdivision for \$69,662.50.
 - 7. A Resolution for GRAEF-USA Inc. to Prepare a Ryan Creek Bicycle/Pedestrian Trail Master Plan for \$57,000.
 - 8. A Resolution for RA Smith, Inc. to Prepare an Assured Wetland Delineation of 151 Acres at a Potential Park on S. 112th Street for \$17,400.
 - 9. Approval of an Event Service Agreement with Service Sanitation for 2021 St. Martins Fair Portable Restroom/Handwash Facilities.
 - 10. A Resolution to Issue Contract Change Order No. 1 to Payne & Dolan, Inc. for the 2021 Local Street Improvement Program (LSIP) in the amount of \$49,577.70.

Common Council Meeting Agenda

July 6, 2021

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11. A Resolution to Grant an Underground Electric Distribution Easement to Wisconsin Electric Power Company for City of Franklin Community Development Authority-Owned Parcel at 10200 S. 52nd Street and W. Oakwood Park Drive (Parcel No. 931-0022-000).
12. A Resolution to Issue Change Orders No. 2 and No. 3 to Staab Construction Corporation for the Franklin Corporate Park Wastewater Pumping Station Project for an Increase of \$18,031.73.
13. Authorization to Dispose of Two Engineering Vehicles.
14. Approval of a Job Description for the Health Department Public Health Program Manager Position.
15. Approval of a Job Description for the Administration Department Human Resources Manager Position.
16. Approval of an Employee Recruitment and Retention Tool Policy.
17. Review of Other Post Employment Benefit Investment Policy.
18. May 2021 Monthly Financial Report.

H. Licenses and Permits.

Miscellaneous Licenses - License Committee Meeting of July 6, 2021.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

*Supporting documentation and details of these agenda items are available in the Common Council Meeting Packet on the City of Franklin website www.franklinwi.gov

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

REMINDERS:

July 8	Plan Commission Meeting	7:00 p.m.
July 20	Common Council Meeting	6:30 p.m.
July 22	Plan Commission Meeting	7:00 p.m.
August 2	National Night Out	6:00 p.m. to 9:00 p.m.
To Be Determined	August Committee of the Whole	
August 3	Common Council Meeting	6:30 p.m.
August 5	Plan Commission Meeting	7:00 p.m.
August 17	Common Council Meeting	6:30 p.m.
August 19	Plan Commission Meeting	7:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JUNE 15, 2021
MINUTES

C.

- ROLL CALL A. The regular meeting of the Common Council was held on June 15, 2021 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Mike Barber and Alderman John R. Nelson. Alderwoman Shari Hanneman was excused. Also present were Dir. of Admin. Peggy Steeno, City Engineer Glen Morrow, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
- CITIZEN COMMENT B. Citizen comment period was opened at 6:32 p.m. and closed at 6:42 p.m.
- MINUTES
JUNE 1, 2021 C. Alderman Barber moved to approve the minutes of the regular Common Council meeting of June 1, 2021 as presented at this meeting. Seconded by Alderman Mayer. All voted Aye; motion carried.
- ORGANIZATIONAL
BUSINESS E. Alderman Barber moved to confirm the Mayoral appointment of Lori Domzil, 7495 S. 74th St., Ald. Dist. 5, Fair Commission for a 3 year unexpired term, expiring 4/30/24. Seconded by Alderman Nelson. All voted Aye; motion carried.
- SPECIAL EXCEPTION
CROATIAN EAGLES
SOCCER CLUB G.1. Alderman Dandrea moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Croatian Eagles Soccer Club, applicant, for a Special Exception to certain Natural Resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Mayer. All voted Aye; motion carried.
- ORD. 2021-2468
HEALTH DEPT.
LICENSE AND
PERMITS G.2. Alderman Barber moved to adopt Ordinance No. 2021-2468, AN ORDINANCE TO AMEND §169-1 OF THE MUNICIPAL CODE “LICENSE REQUIRED” TO UPDATE THE HEALTH DEPARTMENT LICENSE CATEGORIES AND FEES AS REFERRED TO BY § 138-28 OF THE MUNICIPAL CODE, “FEES.” Seconded by Alderman Dandrea. All voted Aye. Motion carried.
- RES. 2021-7737
KUENY ARCHITECTS
NEEDS ASSESSMENT
PROJECT G.3. Alderwoman Wilhelm motion to approve Resolution No. 2021-7737, A RESOLUTION FOR A PROFESSIONAL SERVICES AGREEMENT WITH KUENY ARCHITECTS LLC FOR DEPARTMENT OF PUBLIC WORKS AND FIRE NEEDS ASSESSMENT SERVICES PROJECT IN THE AMOUNT OF \$23,375. Seconded by Alderman Barber. All voted Aye; motion carried.

RES. 2021-7738
FENCE
INSTALLATION 4256
W. PEBBLE BEACH
COURT

G.4. Alderwoman Wilhelm moved to approve Resolution No. 2021-7738, A RESOLUTION AUTHORIZING THE INSTALLATION OF A FENCE WITHIN THE 10 FOOT DRAINAGE EASEMENT, UPON LOT 11 OF PLAT OF OUTLOTS 1 THRU 5 OF TUMBLECREEK SUBDIVISION (4259 W. PEBBLE BEACH COURT) (TAX KEY NO. 739-0011-001) (PETER & DIANE STOJANOVICH, APPLICANTS). Seconded by Alderman Dandrea. All voted Aye; motion carried.

TRAIL PROJECT
DISCUSSION

G.5. Alderman Barber moved to direct Staff to resubmit the entire Cascade Trail project to Milwaukee County Parks for reconsideration. Seconded by Alderman Mayer. All voted Aye; motion carried.

Alderman Nelson moved to direct Staff to apply for the Congestion Mitigation and Air Quality Improvement (CMAQ) grant and subsequent Transportation Alternatives Program (TAP) grant, if needed, with a 70% grant request (\$142,104 Park Impact + \$87,096 Capital Budget = \$229,200 City portion) for the trail segment along S. 116th Street. Seconded by Alderman Mayer. All voted Aye. Motion carried.

Alderman Nelson moved to direct staff to complete easement negotiations, complete the design, and bid the St. Martin of Tours project for a 2022 construction period (any easement with St. Martin of Tours would return to the Common Council). Seconded by Alderman Mayer. All voted Aye; motion carried.

Alderman Nelson moved to direct staff to complete easement negotiations, complete the design, and bid the St. Martin of Tours trail project for a 2022 construction period (any easement with St. Martin of Tours would come before the Common Council). Seconded by Alderman Mayer. All voted Aye; motion carried.

Alderman Mayer moved to direct Staff to continue efforts to obtain land, if needed, and bid out the W. Church Street trail project for 2021 construction. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Dandrea moved to direct Staff to work with the Wisconsin Department of Transportation staff on developing a 10-foot trail along the east side of STH 100 from the Root River bridge to W. St. Martins Road/S. Lovers Lane Rd. intersection. Seconded by Alderman Barber. All voted Aye; motion carried.

TRAIL PROJECT
-continued

Alderman Nelson moved to direct Staff to develop a scope for a master plan of a trail along the southern portion of Franklin. Seconded by Alderman Dandrea. All voted Aye; motion carried.

RES. 2021-7739
REDIVISION OF LOT
1 AND 2 IN THE
FRANKLIN
INDUSTRIAL PARK

G.6. Alderman Dandrea moved to approve Resolution No. 2021-7739, A RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING A REDIVISION OF LOT 1 AND 2 IN BLOCK 6 OF FRANKLIN INDUSTRIAL PARK LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 , AND LOT 3 IN BLOCK 6 OF FRANKLIN INDUSTRIAL PARK ADDITION NO. 1 LOCATED IN THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 21 EAST, IN THE CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, EXCEPTING THEREFROM THAT PART CONVEYED TO THE CITY OF FRANKLIN BY QUIT CLAIM DEED RECORDED AS DOCUMENT NO.6934853 (CITY OF FRANKLIN, APPLICANT) (AT 5801 WEST FRANKLIN DRIVE). Seconded by Alderman Mayer. All voted Aye; motion carried.

ST. MARTINS LABOR
DAY FAIR

G.7. Alderman Nelson moved to hold the St. Martins Labor Day Event on September 5 and 6, 2021, as recommended by the Fair Commission. Seconded by Alderwoman Wilhelm. All voted Aye; motion carried.

COMMITTEE OF THE
WHOLE
RECOMMENDATION

G.8. Alderman Mayer moved to refer the following item back to staff, as discussed at the Committee of the Whole meeting of June 14, 2021:

Continued Discussion Regarding the Establishment/Use of the City of Franklin Common Council Reference Manual:
(a) Common Council Code of Conduct.
(b) Common Council Rules of Order
(c) Handbook for Wisconsin Municipal Officials
(d) Plan to Update to Existing Policies/Need for Additional Policies, and Common Council Training/Professional Development Opportunities.

Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2021-7740
WISCONSIN WATER
ASSISTANCE
PROGRAM

G.9. Alderwoman Wilhelm moved to adopt Resolution No. 2021-7740, A RESOLUTION FOR CONTRACT FOR SERVICES WITH THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION FOR LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM VENDOR REFUND POLICY, as corrected and subject to review and approval by the City Engineer and City Attorney. Seconded by Alderman Dandrea. All voted Aye; motion carried.

LICENSES AND
PERMITS

H.

Alderman Nelson moved to approve the following:

Grant 2020-2021 and 2021-2022 Operator licenses to: Krystal L Greely, 5140 3 Mile Rd., Franksville; Sierra L Helgeland, 9471 S 33rd St.; Cassandra Sanchez-Mora, 915 92nd St., Franksville; William T Williams, S74W19035 Bay Ct., Muskego;

Grant 2021-2022 Operator License to: Angela C Balles, 2279 N 63rd St., Wauwatosa (contingent upon correction of application); Bradley M Bautch, 851 E Forest Hill Ave., Oak Creek; John E Bergner, 8501 Parkland Dr.; Tadeusz A Cieslak, 7780 W Grange Ave. Apt # 225, Greendale; Marcus C Drewek, 2957 S 51st St., Milwaukee; Nyki Mamerow, 6306 W Mitchell St., West Allis; Anthony M Megna, 10321 W Church St.; Shannon P Miller, W124 S8236 North Cape Rd., Muskego; Lori A Otto, 5967 Oriole Lane, Greendale; Eva N Rodriguez, 5028 W Layton Ave., Greenfield; Brian K Sawinski, 3551 S 11th St., Milwaukee; Elizabeth D Smith, 5389 Orchard Lane, Greendale;

Hold the 2021-2022 Operator License Application of: Jessica A Hogan, 3338 W Birchwood Ave., Milwaukee, pending appearance;

Grant 2021-2022 Class A Combination Licenses subject to compliance with State and City requirements to: Mega Marts, LLC, Agent Joey Merchan, 7780 S Lovers Lane Rd.; Nerankar, LLC, Agent Sudeep Mann, 7158 S 76th St.; Sam's East Inc., Agent Michelle L Peterson, 6705 S 27th St.; Ultra Mart Foods, LLC, Agent Rick Kloth, 7201 S 76th St.;

Grant 2021-2022 Class B Combination License subject to compliance with State and City requirements to: Pantheon of Wisconsin Inc., Agent Debbie Koutromanus, 6901 S 76th St.;

Grant 2021-2022 Reserve Class B Combination License subject to compliance with State and City requirements to: FF&E, LLC, Agent Teresa D'Amato, 6901 S 76th St.;

Grant 2021-2022 Class B Combination, Entertainment & Amusement License subject to compliance with State and City requirements to: Christopher Matecki, Agent/Owner Christopher Matecki, 9461 S 27th St.; Irish Cottage of Franklin LLC, Agent Jenny Jennings, 11433 W Ryan Rd.; Little Cancun LLC, Agent Veronica Cervera, 7273A S 27th St.; Point After LLC, Agent Darryl Malek, 7101 S 76th St.; Polonia Sport Club Inc., Agent Irene Hawkinson, 10200 W Loomis Rd.; R&C Pub & Grub LLC, Agent Chrystal Rausch, 11430 W Swiss

St.; Rawson Pub Inc., Agent Steven Schweitzer, 5621 W Rawson Ave., 5621 W Rawson Ave.;

Grant 2021-2022 Reserve Class B Combination, Entertainment & Amusement License subject to compliance with State and City requirements to: Rock Snow Park LLC, Agent Michael R Schmitz, 7011 S Ballpark Dr.;

Grant 2021-2022 Class B Combination, Country Club, Entertainment & Amusement License subject to compliance with State and City requirements to: Tuckaway Country Club, Agent Jennifer Jacobi, 6901 W Drexel Ave.;

Grant 2021-2022 Class B Beer License subject to compliance with State and City requirements to: Marcus Cinemas of Wisconsin, LLC, Agent Ryan C Helland, 8910 S 102nd St.;

Grant 2021-2022 Class B Beer and Class C Wine License subject to compliance with State and City requirements to: Sweet Basil MKE LLC, Agent Kenneth Sithy, 6509B S 27th St.;

Grant 2021-2022 Amusement Device Operator license subject to compliance with State and City requirements to: National Amusement Services, 2740 S 9th Pl., Milwaukee, Janis Thein, Owner;

Grant 2021-2022 Auto Salvage License subject to compliance with State and City requirements to: Al's Auto Salvage, 10942 S 124th St., Albert Schill, Owner;

Grant Extraordinary Entertainment & Special Event License conditional on satisfaction of staff comments to: Federation of Croatian Societies, Inc, Croatian Fest, Tom Krenz, July 17, 2021, 10am-10pm, 9100 S 76th St. (Croatian Park);

Grant Temporary Entertainment & Amusement License to: Franklin Police Department, National Night Out, Cpt. Eric Stowers, Monday August 2, 2021; and

Grant the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the following: Franklin Health Department, Family Movie Night, August 13, 2021 6-11 pm, Lions Legend Park 1, Legend Drive; Trunk or Treat October 2021, 6-8 pm, Library Parking Lot, Legend Drive, Schleuter Rd.

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

VOUCHERS AND
PAYROLL

- I. Alderman Barber moved to approve the following:
City vouchers with an ending date of June 10, 2021 in the amount of \$994,964.93; Payroll dated June 4, 2021 in the amount of \$433,326.29 and payments of the various payroll deductions in the amount of \$244,631.56 plus City matching payments; Estimated payroll dated June 18, 2021 in the amount of \$410,000 and payments of the various payroll deductions in the amount of \$442,000, plus City matching payments; Estimated payroll dated July 2, 2021 in the amount of \$405,000 and payments of the various payroll deductions in the amount of \$249,000, plus City matching payments; Property Tax disbursements with an ending date of June 10, 2021 in the amount of \$22,638.88; Approval to release June property tax settlements in the amount of \$4,561.337.92; Approval to release 2021 Franklin Civic Celebration deposits and prepayments, not to exceed \$20,000; Approval to release ambulance refunds not to exceed \$15,000. Seconded by Alderman Nelson. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Mayer moved to adjourn the meeting at 7:27 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

<p style="text-align: center;">APPROVAL <i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE Jul 6, 2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$50,000 APPROPRIATIONS FOR THE MARQUETTE ROAD EXTENSION PROJECT</p>	<p style="text-align: center;">ITEM NUMBER G.1.</p>

Background

On November 2, 2020 a \$737,955 contract was awarded for the construction of Marquette Road extension project was to begin in spring 2021.

On Dec 1, 2020 a contract was awarded for construction engineering services for \$123,411.

On April 5, 2021 a \$103,349 change order to the construction contract was approved, bring the project total to \$964,715. Total 2021 appropriations for the Marquette Ave project only total \$924,955.

The project would then be over budget by \$39,760. When the construction change order was approved, the City Engineer indicated that a \$58,000 reduction to the construction engineering services contract was forthcoming. That change has not yet been brought forward.

The light pole movement is required as it impedes completion of the road construction in time for the fall school opening

Analysis

With the construction engineering contract \$58,000 reduction, there would be \$18,240 of available appropriations for the Marquette Ave project.

The requested light pole project change involves \$6,350, within the available Marquette Ave appropriation once the construction engineering contract reduction is brought forward.

Recommendation

Staff recommends:

that the light pole relocation project be approved from Capital Improvement Fund contingency. Then once the construction engineering services contract reduction change order is submitted, the contingency appropriation would no longer be needed. The City Engineer plans to bring the construction engineering contract change order forward to the July 20, 2021 Common Council meeting.

Alternately, the attached proposed budget amendment could be adopted providing for an additional \$50,000 appropriation for the Marquette Ave project from fund balance to provide the necessary appropriations for all the contracts awarded. Sufficient fund balance exists to support this change with the excess 2020 landfill siting resources.

COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend Ordinance 2020-2453, an ordinance adopting the 2021 annual budgets for the Capital Improvement fund to provide additional \$50,000 appropriations for the Marquette Road extension project

Roll Call Vote Required

Finance Dept - Paul

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

ORDINANCE NO. 2021 _____

AN ORDINANCE TO AMEND ORDINANCE 2020-2453, AN ORDINANCE ADOPTING THE 2021 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE ADDITIONAL \$50,000 APPROPRIATIONS FOR THE MARQUETTE ROAD EXTENSION PROJECT

WHEREAS; the Common Council of the City of Franklin adopted the 2021 Annual Budgets for the City of Franklin on November 17, 2020;

WHEREAS; a \$737,955 construction contract was awarded on November 2, 2020;

WHEREAS; a \$123,422 construction engineering contract was awarded on December 2, 2020 ;

WHEREAS; a \$103,349 construction change order was approved on April 5, 2021 expecting a \$58,000 reduction to the December 2, 2020 construction engineering contract;

WHEREAS; the construction engineering contract reduction has not been forthcoming as of this date; and

WHEREAS; an additional \$6,500 contract to move a light pole is required to complete construction prior to the fall school start.

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

Section 1 That the 2021 Budget for the Capital Improvement Fund be amended as follows:

Capital Improvement Fund				
Highway	Marquette Rd Ext Proj	Increase	\$50,000	

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to post a notice on the city's website of this budget amendment within fifteen days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ____ day of _____, 2021.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 6, 2021
Reports & Recommendations	A RESOLUTION TO RELOCATE WE ENERGIES POLE AND CONNECTED SERVICE FOR 7475 S. 49TH STREET FOR \$6,343.27 AS PART OF THE MARQUETTE AVENUE ROAD EXTENSION PROJECT	ITEM NO. G.2.

BACKGROUND

For the Marquette Avenue road extension project, a power pole, guy wire, and service to a nearby home (7475 S. 49th Street) needs to be relocated. This pole is on the northwest corner of S. 49th Street and W. Marquette Avenue. The WE Energies charge for this work is \$6,343.27.

ANALYSIS

Staff has verified with WE Energies that these charges are in accordance with their PSC tariff.

Staff has reviewed the attached authorization, sketch and service card and find them acceptable.

OPTIONS

- A. Authorize City Engineer to sign the installation agreement, the construction sketch and the ready for service card. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

A budget amendment in Fund 46 is needed to fund this expenditure. The current Marquette Ave Budget is as follows:

\$737,955 2020 Contract award
\$187,000 2021 Budget
\$924,955 Total Appropriation

\$737,955 2020 Contract
\$123,411 *Lynch Services Contract
\$103,349 DF Tomasini Contingency
\$964,715 Total Contracts Expected

\$39,760 Over Budget*

*Note that scope of Lynch Services Contract has been reduced. A future change order will document the reduction.

If the motion refers back to staff with further direction, the motion should consider that there is a check on the July 6, 2021 voucher list for this work and will be sent to WE Energies unless otherwise removed from the list.

RECOMMENDATION

(Option A) Authorize Resolution 2021-____ a resolution for staff to authorize the relocation of a WE Energies pole and connected service for 7475 S. 49th Street for \$6,343.27 as part of the Marquette Avenue Road Extension project.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

A RESOLUTION TO RELOCATE WE ENERGIES POLE AND CONNECTED SERVICE
FOR 7475 S. 49TH STREET FOR \$6,343.27
AS PART OF THE W. MARQUETTE AVENUE ROAD EXTENSION PROJECT

WHEREAS, the City is constructing the W. Marquette Avenue Road Project from S. 49th Street to S. 51st Street; and

WHEREAS a power pole, guy wire, and service to a nearby home (7475 S. 49th Street) needs to be relocated.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, for Staff to execute an installation agreement with WE Energies for \$6,343.27.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



June 21, 2021

City of Franklin
Attn: Ali Alqayyim
9229 W. Loomis Rd.
Franklin, WI 53132

Subject: Request for new electric service at 7475 S. 49th St., Franklin

Dear Ali:

Thank you for applying for electric service at the address listed above. Your next steps are:

1. Carefully review and sign the enclosed installation agreement.
 - These documents outline the proposed installation, the conditions and terms, and the associated costs.
2. Review and sign your site sketch.
 - The site sketch represents an approximate location of the equipment and is not to be used to verify its location.
3. Remit payment, if applicable, using one of the following options. Reference the work request number shown below on your check or when paying via phone or online.
 - Personal check.
 - Online at we-energies.com/payconstructionbill.
 - Phone at 855-570-0998.
4. Sign and return the following in the enclosed envelope:
 - The drawing included with this letter.
 - A copy of this letter.
 - Payment if using personal check.
 - Your signed line extension installation agreement.
5. Send or fax the Electric Ready for Service card when the site is ready.
 - Your site is ready for service when all the requirements on the Ready for Service card are met. We will schedule installation when we receive your completed card.
 - Construction will not begin until payment and a municipal electric inspection or Certificate of Compliance have been received.
 - If there is not an Electric Ready for Service card enclosed, that means it has been mailed to your builder/developer.

If you, your contractor, or your electrical inspector have questions about this installation, or you have any natural gas needs, please contact me at (414) 423-5008. I look forward to working with you to make your project a success.

Sincerely,

Geri Gaglione
Energy Service Consultant

Enclosures

Relocation of Facilities Installation Agreement

Customer: City of Franklin
Service Address: 7475 S. 49 St., Franklin
WE Rep: Geri Gaglione

Work request #: 4665898
Phone: (414) 423-5008

Total customer charges:

Refundable distribution:	\$ 5,740.47
Non-refundable charges:	\$ 602.80
Service charges:	\$ 0.00
Total charges owed by customer:	\$ 6,343.27

Please review the following conditions of installation:

- ✓ **The relocation cost shown above covers electric facilities only.** The total charges shown are valid for ninety (90) days from the date of this agreement and must be paid prior to the work being scheduled to construction. In the event we encounter unusual conditions or circumstances during the relocation of facilities, additional charges may apply.
- ✓ **Because our costs are higher during the winter months,** seasonal charges are in effect between Dec.1 and March 31. You will be assessed seasonal charges during our winter construction season unless you request to delay installation until after March 31, or your site is ready and the Ready for Service card is returned to us on or before Nov.1 and all other contingencies are met.
- ✓ **The relocation cost shown above is not eligible for credit at this time.** Credits cannot be used to reduce the cost of nonrefundable distribution or items such as excess facilities, easements, service or seasonal charges. Those dollars shown as refundable distribution may be eligible for refund within five years from the completion of the installation up to the original dollar amount paid.
- ✓ **All trenches opened by We Energies for underground installation** will be rough backfilled and compacted using existing soil. Excess earth, stones and debris will be left on the site. Please note that we do not restore.
- ✓ **Locate and mark any buried obstructions** and private underground facilities (septic lines, private electric lines, fencing drain tiles, etc.) Also, mark any future or planned structures (pools, outbuildings, decks, patios, etc.). We Energies is not responsible for damages to unmarked, private facilities.
- ✓ **We require adequate rights of way for the installation and maintenance** of the service equipment, including the right to clear brush and remove trees and shrubs along the route of our facilities. You may be responsible for costs associated with any additional relocation of our facilities if future changes to your plans interfere with them. Acceptance of this agreement grants us these rights.
- ✓ Complete and return the enclosed Ready for Service card by mail or fax when the site is fully ready for installation.

My signature below indicates my agreement to the relocation contingencies outlined above.

Authorized Signature: _____ **Date:** ____/____/____

Title: _____ **Company:** _____

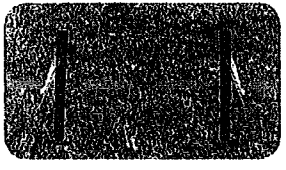
**Return one signed copy to We Energies in the envelope provided.
Contact the We Energies representative shown above if you have questions.**

Are you ready for electric service?

Important! The electric ready for service card must be completed when you are ready for electric service and returned to us before we can begin your new service installation.

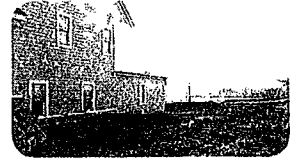
I understand that the following items need to be completed before installation begins.

- Located, marked or exposed any private buried obstructions or underground facilities – such as a well, drain tiles, septic/mound system and/or underground yard lighting – with stakes, spray paint or flags (applies to underground service only) *

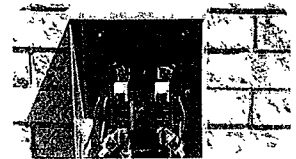


Note to customer: We Energies and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before electric service installation

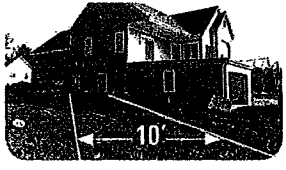
- Prepared the ground around my building and along the service route to within 4 inches of final grade (applies to underground service only)



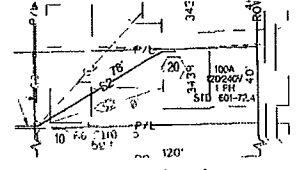
- Installed meter socket at agreed-upon meter location (applies to both underground and overhead service)



- Cleared a minimum 10-foot-wide path along the service route from the property line to the meter location. I've made sure things like dirt piles and construction materials aren't in the way (applies to underground service only)



- Sent my signed sketch (if applicable) and informed We Energies of any planned decks, patios or pools before my service is installed. Once my service is installed, it would be my responsibility to pay any costs to move my electric facilities to accommodate future structures. **Note:** Building over the top of electric facilities may cause serious safety or code violations



- Submitted payment, if applicable

* If you are unable to properly locate and mark your privately owned buried facilities, you can hire a contractor to do it for you

I understand that my service will not be energized until We Energies receives my municipal inspection or affidavit.

Electric ready for service card

Please complete, sign and return this card when all of the items above have been completed.

Name _____
(please print)

Installation address 7475 S 49 St.
(please print)

City Franklin State _____ ZIP code _____

Daytime phone _____

- I certify that I am the owner or authorized representative of the owner

Signature _____ Date _____

- Please hold my ready for service card and schedule installation after March 31

(For We Energies office use only) Order number 4665898

Additional charges for electric service installation apply from Dec 1 through March 31

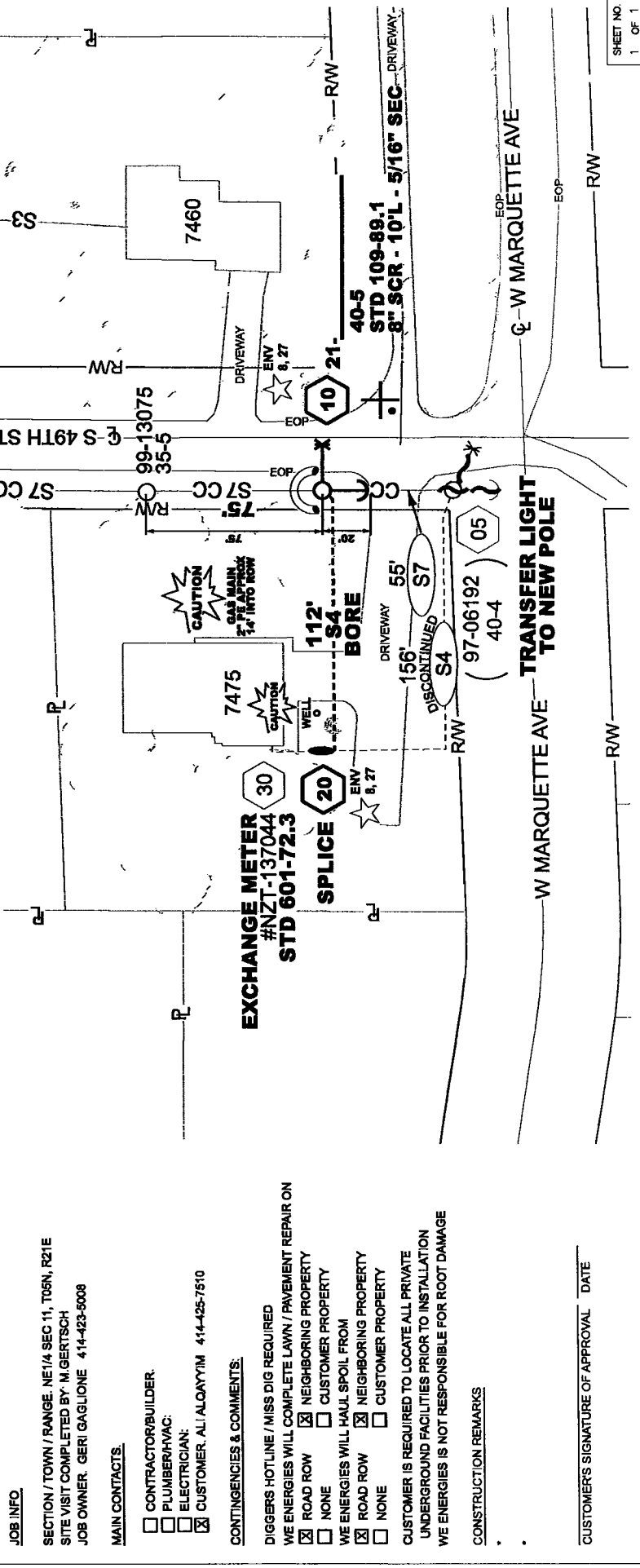
For new service questions, visit www.we-energies.com/newservice or call 262-574-6400 or 866-423-0364 (toll free).



	ELEC WR	OB 4665898
	GAS WR	
CITY/TOWN/VILLAGE: CITY OF FRANKLIN		
CUST/PROJ NAME: CITY OF FRANKLIN		
PROJECT LOCATION: 7475 S. 49TH ST.		
WORK DESCRIPTION: POLE RELOCATION		
PREPARED BY: MATT GERTSCH		
E-MAIL: MATTHEW.GERTSCH@WE-ENERGIES.COM		
OFFICE #: 282-552-3485 CELL #: 414-507-8112		
PAGER #: IO #: 76887		
PROJECT ID: CGS #: DATE REQUIRED:		
RAILROAD PERMITTING/LAGGING REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO RR NAME: PHONE #:		

COMMON INFORMATION	
STAKING REQUIREMENTS:	MAIN / SERVICE IN EASEMENT:
<input type="checkbox"/> SURVEYOR <input type="checkbox"/> STAKED	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<input checked="" type="checkbox"/> DESIGNER <input type="checkbox"/> NOT NEEDED	
RESTORE PRIVATE PROPERTY: <input checked="" type="checkbox"/> WE ENERGIES <input type="checkbox"/> CUSTOMER	
WORK IS APPROX. 100 FT. DIRECTION NORTH OF CL OF W. MARQUETTE AVE. NEAREST CROSS STREET (ALSO FOR GAS SERVICE TIE)	
ELECTRIC INFORMATION	
OPER MAP #: 4184-7508-02	FEDERLINE #: Z42184A
PROPOSED GAS SERVICE INFORMATION	
MTR SIZE: _____ MTR TYPE: _____ PRES: _____	<input type="checkbox"/> EPV
SERV PIPE SIZE: _____ MATERIAL: _____	<input type="checkbox"/> RELIGHT
MTR LOC: _____ FT. OF _____ CORNER	<input type="checkbox"/> CURB VLV
CONSTRUCTION TYPE: _____	<input type="checkbox"/> TIE IN PIPING

- CRITICAL SAFETY RULES - EO**
1. Enclosed space procedures
 2. Excavation and shoring
 3. Rubber gloves and sleeves
 4. Fall protection
 5. Lock out - Tag out
 6. Seat belts
 7. Securing parked vehicles



JOB INFO
 SECTION / TOWN / RANGE: NE1/4 SEC 11, T05N, R21E
 SITE VISIT COMPLETED BY: M.GERTSCH
 JOB OWNER: GERI GAGLIONE 414-423-5008

MAIN CONTACTS:

- CONTRACTOR/BUILDER
- PLUMBER/VAC
- ELECTRICIAN
- CUSTOMER: ALI ALOAYIM 414-425-7510

CONTINGENCIES & COMMENTS:

DIGGERS HOTLINE / MISS DIG REQUIRED
 WE ENERGIES WILL COMPLETE LAWN / PAVEMENT REPAIR ON

- ROAD ROW
- NEIGHBORING PROPERTY
- NONE
- CUSTOMER PROPERTY

WE ENERGIES WILL HAUL SPOIL FROM

- ROAD ROW
- NEIGHBORING PROPERTY
- NONE
- CUSTOMER PROPERTY

CUSTOMER IS REQUIRED TO LOCATE ALL PRIVATE UNDERGROUND FACILITIES PRIOR TO INSTALLATION
 WE ENERGIES IS NOT RESPONSIBLE FOR ROOT DAMAGE

CONSTRUCTION REMARKS

TRANSFER LIGHT TO NEW POLE

CUSTOMER'S SIGNATURE OF APPROVAL _____ DATE _____

WE ENERGIES - ELECTRIC OPERATIONS		STANDARD WIRE KEY		SECONDARY - 1PHASE		SECONDARY - 3PHASE	
CLEARANCE NOTES:		OVERHEAD PRIMARY E, F, H, Q, R, W, X or Z		NEUTRAL		S	
-LOCATION OF OBSTRUCTIONS ARE FROM RECORDS AND MUST BE VERIFIED IN THE FIELD.		Z 1 #2 ACSR	X22 1 #2 Cu 15KV	N 1-#2 ACSR	S 6DX	\$ 1/0 TXF	\$ 1/0 TXF
-MAINTAIN 2' MIN. CLEARANCE BETWEEN OUTSIDE FACE OF MANHOLE & BELL OF PIPE.		Z1 1 #10 ACSR	X23 3 #1 AL 25KV	N1 1-#10 ACSR	S1 4 TX	\$1 4/0 TXF	\$2 3/8 TXF
-MAINTAIN 2' MIN. VERTICAL CLEARANCE AT CROSSINGS OF SEWER OR WATER MAINS.		Z2 1 #30 ACSR	Z24 1 #2 Cu 28KV	N2 1-#30 ACSR	S2 2 TX	\$3 3/0 TX	\$4 3/0 TX
-MAINTAIN 2' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND SEWER.		Z3 3 #2 ACSR	Z25 3 #2 Cu 25KV	N3 1-#40 AL	S3 10 TXR	\$4 3/0 TXR	\$5 750 TX
-MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.		Z4 3 #10 ACSR	X26 3 #500 Cu 15KV	N4 1-#336 ACSR	S4 30 TXR	\$5 750 TXR	\$6 1/0 OXF
-MAINTAIN 3' MIN. HORIZONTAL DIST. BETWEEN CONDUIT AND WATER MAINS.		Z5 3 #30 ACSR	Z27 3 #500 Cu 28KV	N5 REMOVAL	S5 350 TXR	\$6 1/0 OXF	\$7 3/0 OXF
NOTE - CLEARANCES SHOWN ARE MINIMUM DISTANCES - REFERENCE PERMITS FOR SPECIFIC CLEARANCE REQUIREMENTS. ADDITIONAL UNDERGROUND INFORMATION ON EXCAVATION, BACKFILLING AND CLEARANCES CAN BE FOUND IN STD. 281-02.		Z6 3 #336 ACSR	Z28 3 #750 Cu 28KV	GLUING	S6 750 TXR	\$7 3/0 OXF	\$8 350 OXR
		Z7 3 #336 ACSR	Z29 SPECIAL - LIST	G 1/4" ARM GUY	S7 10 TXF	\$8 350 OXR	\$9 750 OXR
		Z8 3 #336 ACSR	Z30 ON SKETCH	G1 5/16" ARM GUY	S8 40 TXR	\$9 750 OXR	\$10 3 WIRE REMOVAL
		Z9 SPECIAL LIST ON SKETCH	Z31 1 WIRE REMOVAL	G2 3/8" ARM GUY	S9 336 TXR	\$10 3 WIRE REMOVAL	\$11 3/0 OXR
		Z10 1 WIRE REMOVAL	Z32 2 WIRE REMOVAL	G3 5/16" POLE GUY	S10 750 TXF	\$11 3/0 OXR	\$12 4 WIRE REMOVAL
		Z11 2 WIRE REMOVAL	Z33 3 #750 AL 36KV	G4 3/8" POLE GUY	S11 3 WIRE REMOVAL	\$12 4 WIRE REMOVAL	
		Z12 3 WIRE REMOVAL	Z34 3 #750 AL 28KV	G5 7/16" POLE GUY	S12 3 WIRE MAIN		
					S13 6DX CIC		
					S14 6DX CIC		
					S15 10TX CIC		

WE ENERGIES WORK REQUEST ENVIRONMENTAL NOTES (Notes 1 through 7 apply to ALL work requests)

- General**
- If WDNR and/or USACE permits were obtained for the project, all permit conditions shall be met during construction of the project.
- Erosion Control**
- If soil disturbances occur on slopes or channels/ditches leading to wetlands or waterways, or within wetlands, the disturbed areas shall be stabilized and appropriate erosion control Best Management Practices (BMPs) shall be implemented.
 - Best Management Practices (BMPs) shall be implemented.
 - Technical Standards (http://dnr.wisconsin.gov/topic/technicalstandards/control_standards.html). Refer to We Energies Construction Site Sediment and Erosion Control Standards.
 - Inspect installed erosion control BMPs at least one time per week and after 1/2" rain events repair as necessary.
 - When temporary stabilization is required (e.g. for winter or short-term construction) prior to final restoration, soil stabilizer shall be installed wherever possible. Erosion mat shall be used temporarily only where appropriate, in accordance with state standards, and when approved by the Operations Supervisor.
- Contaminated Soils**
- Whenever soil exhibiting obvious signs of contamination (e.g., discoloration, petroleum or solvent odor, free liquids other than water, buried containers or tanks, or other obvious signs of environmental impacts) is encountered during excavation or installation, cease work immediately, take appropriate immediate precautions to ensure worker health and safety, and contact the Operations Supervisor or Inspector.
- Spills**
- If an oil spill occurs during construction, call the Environmental Incident Response Team (EIRT) at 414-430-3478:
 - Any quantity of oil is spilled into surface water.
 - Any oil spill greater than 50 ppm PCB into a sewer, vegetable garden, or grazing land;
 - Any oil spill containing greater than 500 ppm PCB;
 - Five gallons or more of oil spilled to the ground;
 - Any oil spill involving a police department, fire department, DNR, or concerned property owner.
- Notes 8 through 27 apply as noted at specific points within each work request.**
- Dewatering**
- Dewatering of pits or trenches shall be done in accordance with state standards. Use an approved sediment bag, a straw bale dewatering basin, a combination of both, or equivalent.
- Wetlands**
- As much as practicable, the majority of the work shall be staged from the public roadways and road shoulders, keeping equipment out of adjacent wetlands.
 - All work shall be conducted to minimize soil disturbance. No rutting will be allowed within the wetlands.
 - If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent shall be utilized to access pole locations.
 - Excavated soils cannot be stockpiled in wetlands.

EROSION CONTROL LEGEND

	APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION
	INLET PROTECTION, TYPE
	12" WATTLE or 12"/20" SEDIMENT LOG or 5"/20" EROSION BEL
	STONE DITCH CHECK
	SAND or ROCK BAG
	MULCH
	SOIL STABILIZER, TYPE B
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	APPROXIMATE DEWATERING BASIN LOCATION
	SURFACE WATER FLOW

- Waterways**
- All excess spoils shall be removed from wetlands and placed in a suitable upland location.
 - Trenching and pit excavations within wetlands shall include soil segregation to facilitate restoration or pre-construction soil stratification, and restoration to pre-construction elevations.
 - Poles scheduled to be removed, and that occur within wetland, shall be cut at the ground surface.
- 16.** No work can be performed within the banks or below the ordinary high watermark of any navigable waterways/streams with equipment can occur. Foot traffic is allowed.
- 17.** No crossing of navigable waterways with equipment can occur. Foot traffic is allowed.
- 18.** Any disturbed soil within 75'-feet of the ordinary high water mark of any navigable waterways/streams shall be stabilized within 24 hours of construction completion.
- Threatened and Endangered Species**
- Threatened or endangered species are known to occur in the work area. It is illegal to harass, harm, or kill a protected species under state and federal regulations. Proper precautions shall be taken to ensure harm to individuals is avoided.
 - In order to protect the threatened or endangered species, work must be conducted between November 5 and March 15.
 - Exclusion fencing must be installed at the work area prior to March 15.
 - A qualified biologist must be present when conducting work at this location.
- Invasive Species**
- State regulated invasive species are known to occur in the work area. Reasonable precautions are legally required to prevent the spread of these species. The Wisconsin Council on Forestry Transportation and Utility Rights-of-Way Best Management Practices should be followed: (<http://council.wisconsininforesstry.org/invasive/transportation/>).
- Cultural and Historical Resources, cont.**
- The project is within or adjacent to an area that is identified by the State of Wisconsin as potentially having Native American artifacts, burial mounds or burial sites, which could be encountered during construction.
 - If human bone or any artifacts are discovered during construction, work must cease immediately. Contact the Environmental Department who will contact the State Burial Sites Preservation Office and determine the next steps that must be taken in order to comply with state law. Work at that site MAY NOT PROCEED until the Environmental Department authorizes it.
 - A qualified archaeologist,* as specified under Wis. Stats 157.70 (1) (f) and Wis. Admin Code HS 2.04 (6), must be present to monitor all ground disturbing activities.
- Fracturing Contingency Plan**
- A fracturing contingency plan shall be on-site and implemented accordingly. The contingency plan shall incorporate the following components
 - Continuously inspect the bore paths for fracturing in order to respond quickly and appropriately.
 - Containment materials (e.g. silt fence, straw bales, sand bags, etc.) shall be on site and available should a fracturing occur.
 - A vac truck shall be accessible on short notice in order to respond quickly to a fracturing.

	APPROXIMATE LOCATION FOR UNDERGROUND FACILITY EXCAVATION
	INLET PROTECTION, TYPE
	12" WATTLE or 12"/20" SEDIMENT LOG or 5"/20" EROSION BEL
	STONE DITCH CHECK
	SAND or ROCK BAG
	MULCH
	SOIL STABILIZER, TYPE B
	EROSION MAT CLASS I, TYPE A
	EROSION MAT CLASS I, TYPE B
	EROSION MAT CLASS I, TYPE A URBAN
	EROSION MAT CLASS I, TYPE B URBAN
	EROSION MAT CLASS II
	EROSION MAT CLASS III
	VEGETATIVE BUFFER
	TRACKING PAD
	TIMBER MAT
	SILT FENCE
	APPROXIMATE DEWATERING BASIN LOCATION
	SURFACE WATER FLOW

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 6, 2021
Reports & Recommendations	RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM 8000 S. SCEPTER DRIVE (WAB HOLDINGS KWL, LLC) KNOLLWOOD LEGACY APARTMENTS TAX KEY NO. 795-9999-008	ITEM NO. G.3.

BACKGROUND

Most private developments in the City have dedicated water main easements to the City so that Staff can add the private property hydrants to routine maintenance. From a past experience when the Fire Department encountered a non-operable private hydrant, the Fire Department has requested that the properties without hydrants in an easement be approached to donate an easement.

The Board of Water Commissioners authorized staff to approach the property owners with the donation request, survey, and prepare easement documents for recording.

ANALYSIS

The attached easement includes the hydrant, hydrant main, and all applicable appurtenances for the new development at 8000 S. Scepter Drive.

OPTIONS

Approve or Deny

FISCAL NOTE

The work of maintaining the lines and hydrants may be done within the budgets adopted by the Board of Water Commissioners.

RECOMMENDATION

Motion to adopt Resolution No. 2021 - _____, a resolution to acquire water main easement from 8000 S. Scepter Drive (WAB Holdings KWL, LLC) Knollwood Legacy Apartments Tax Key No. 795-9999-008.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 -

RESOLUTION TO ACQUIRE WATER MAIN EASEMENT FROM
8000 S. SCEPTER DRIVE
(WAB HOLDINGS KWL, LLC)
KNOLLWOOD LEGACY APARTMENTS
TAX KEY 795-9999-008

WHEREAS, the Franklin Fire Department finds it desirable for the Franklin Municipal Water Utility to own and maintain fire hydrants; and

WHEREAS, the WAB Holdings KWL, LLC at 8000 S. Scepter Drive, Tax Key 795-9999-008 for Knollwood Legacy Apartments is being developed and is dedicating the private fire hydrants to the City; and

WHEREAS, the WAB Holdings KWL, LLC desires for the Franklin Municipal Water Utility to own and routinely maintain the fire hydrants and related water pipes and valves.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to execute a water main easement on and across the property located at 8000 S. Scepter Drive (WAB Holdings KWL, LLC) Tax Key 795-9999-008.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easements with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RECEIVED
JUN 21 2021
City of Franklin
Engineering Department

WATER MAIN EASEMENT

Knollwood Legacy Apartments
8000 South Scepter Drive
Tax Key No 795-9999-008

THIS INDENTURE, made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Bodner Property Management, LLC, a Wisconsin Limited Liability Company, owner, (including heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (If more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors)

WITNESSETH

WHEREAS, Grantor is the owner and holder of record Title to certain real property described on Exhibit "A" which is attached hereto and incorporated herein (the Property), and

WHEREAS, the City desires to acquire a permanent easement with the right of entry in and across the property hereinafter described with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter called "Facilities," in, upon and across said portion of the property, a water main and associated fire hydrants, all as shown on the plan attached hereto as Exhibit "B", and

WHEREAS, the initial construction and installation of the Facilities shall be made by Grantor at Grantor's expense and the Facilities shall be the property of the city and be deemed dedicated to the City upon the City's inspection and approval of the Facilities as installed, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described and the payment of One Dollar (\$1 00) and other valuable considerations to the Grantor, receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described does hereby grant unto the City a permanent easement in that part of the SW 1/4 of Section Eight (8), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area")

UPON CONDITION

- 1 That said Facilities shall be maintained and kept in good order and condition by the City. Responsibility for maintaining the ground cover and landscaping within the easement area shall be that of the Grantor (including heirs, executors, administrators, successors and assigns)

2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the property as may be disturbed, will at the expense of the City be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed in the course of doing the above work. However, the City shall save harmless the Grantor from any loss, damage, injury or liability resulting from negligence on the part of the City in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if above loss, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law the City is entitled to raise excepting the defense of so-called "sovereign immunity."
3. That no structure may be placed within the limits of the easement by the Grantor except that improvements such as walks, pavements for driveways and parking lot surfacing may be constructed or placed within the Easement Area.
4. That, in connection with the construction by the grantor of any structure or building abutting said easement defined limits, the Grantor will assume all liability for any damage to the Facilities in the above described property. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence of the Grantor or person other than the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said easement defined limits, and shall reimburse the City for the full amount of such loss or damage
5. That no charges will be made against said lands for the cost of maintenance or operation of said Facilities in the afore-described property. Whenever the Grantor makes application for a service connection, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. All conditions pertaining to the "Maintenance of Water Service Piping" as set forth in Chapter 5.12 of the "City of Franklin Design Standards and Construction Specifications dated 2017 and subsequent amendments thereto shall apply to all water services which are within the easement defined limits and also within the limits of any adjoining easements; except that the City of Franklin Water Works, a utility owned by the City of Franklin shall in no case be responsible for maintaining at its expense any portion of said water services outside of the easement defined limits and outside the limits of any adjoining easements regardless of any statement to the contrary in said "Rules and Regulations Governing Water Service."
7. The Facilities shall be accessible for maintenance by the City at all times. The Grantor shall submit plans for approval to the City Engineer for any underground installation within the easement area, which approval shall not be unreasonably withheld, conditioned or delayed.

8. That the Grantor shall submit plans for all surface alterations of plus or minus 1 foot or greater within the limits of said easement. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that in the event the above described Real Estate may become portions of public streets; in which event, in the proceedings for the acquisition of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

IN WITNESS WHEREOF, the Grantor has hereunto set its hands and seals

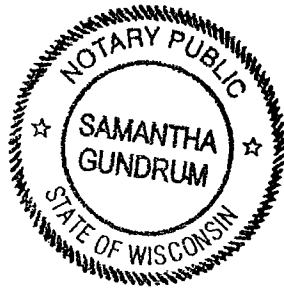
ON THIS DATE OF June 18, 2021

Bodner Property Management, LLC

By: *William Bodner*
William Bodner, Owner

STATE OF Wisconsin
COUNTY OF Ozaukee SS

Before me personally appeared on the 18 day of June, 2021, the above named William Bodner, Owner of Bodner Property Management, LLC to me known to be the person(s) who executed the foregoing EASEMENT and acknowledged the same as the voluntary act and deed of said corporation



Samantha Gundrum
Notary Public

My commission expires June 17, 2021

CITY OF FRANKLIN

By _____
Stephen R. Olson, Mayor

By _____
Sandia L. Wesolowski, City Clerk

STATE OF WISCONSIN
COUNTY OF MILWAUKEE SS

On this _____ day of _____, 20__ before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No _____ adopted by its Common Council on _____, 20__

Notary Public _____

My commission expires _____

Exhibit A (Description of the Property)

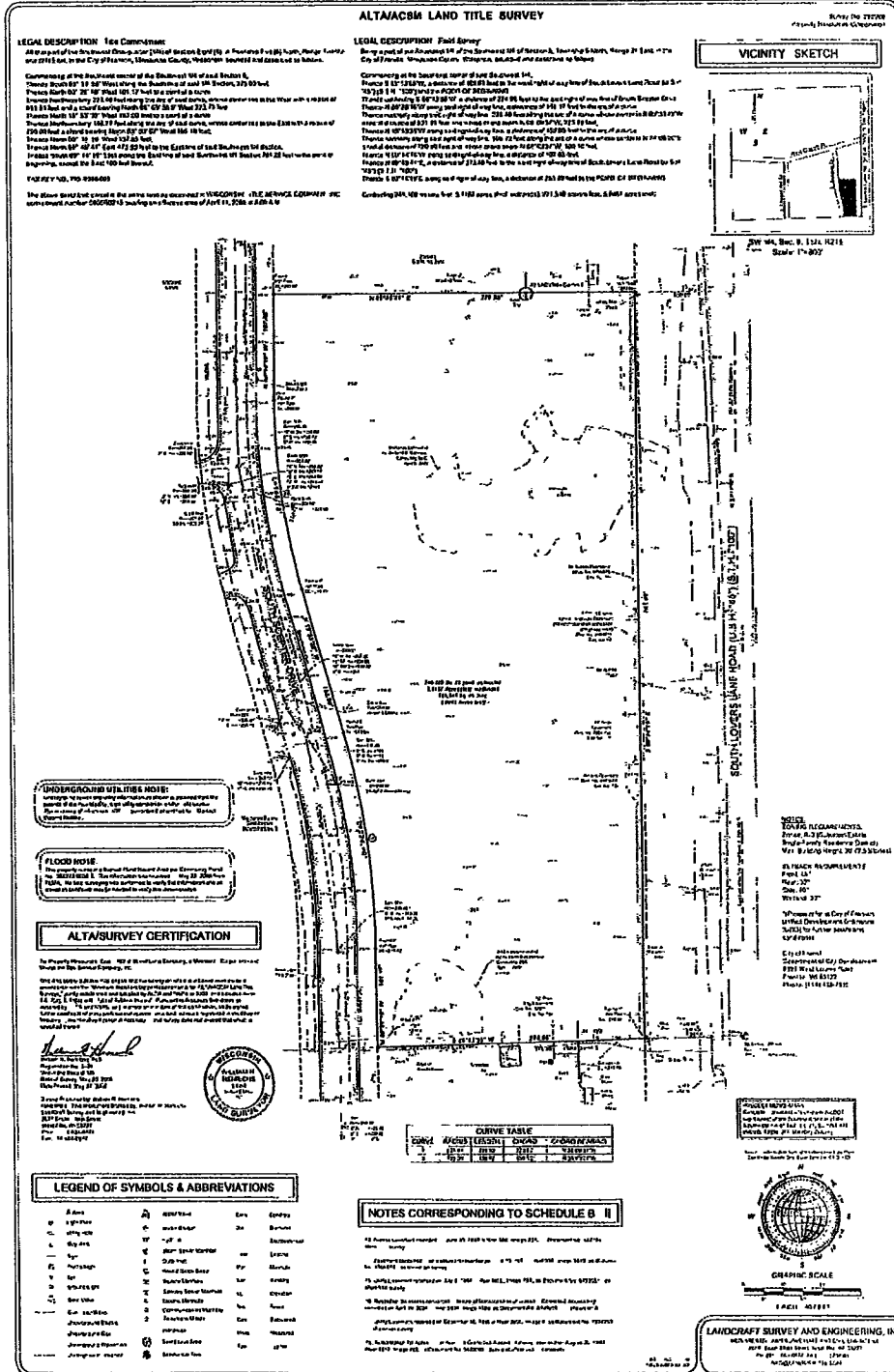


Exhibit B
(Depiction of the Facilities)

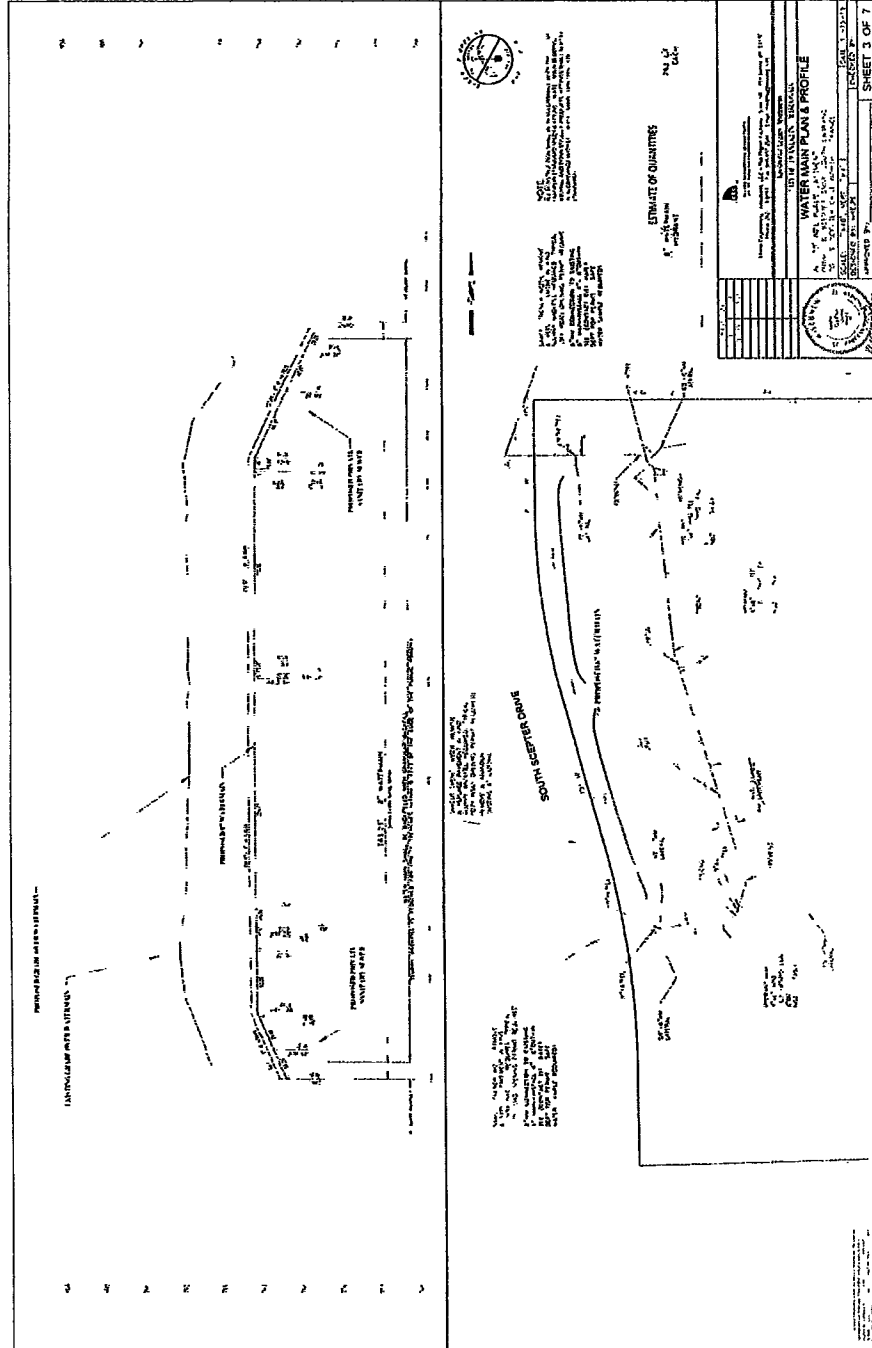
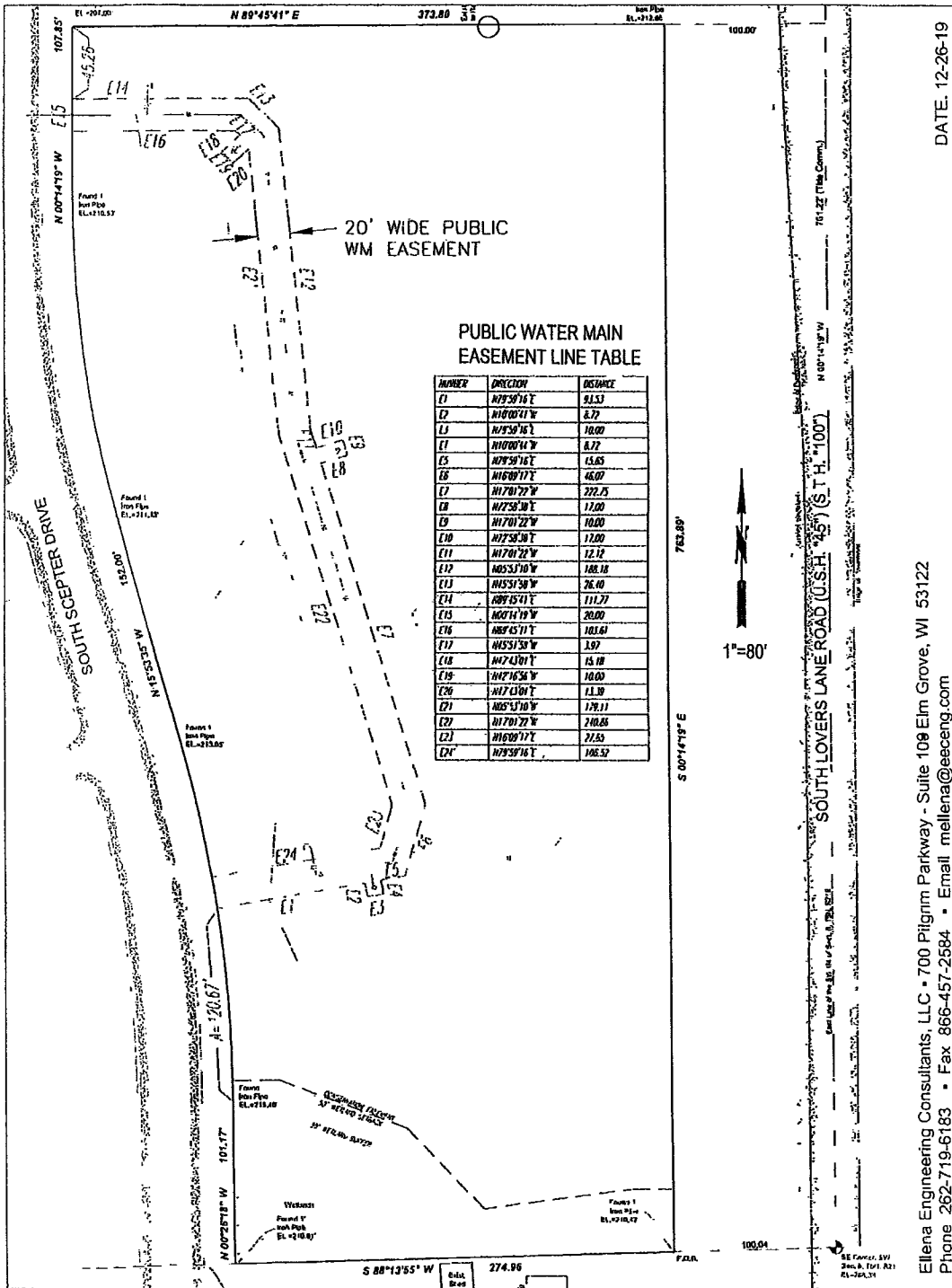


Exhibit C
(Description of Easement Area)



DATE: 12-26-19

Ellena Engineering Consultants, LLC • 700 Pilgrim Parkway - Suite 108 Elm Grove, WI 53122
Phone 262-719-6183 • Fax 866-457-2584 • Email mellena@eeceng.com

APPROVAL <i>Slaw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 6, 2021
Reports & Recommendations	MOTION TO RELEASE LETTER OF CREDIT NO. 20004518687, FROM OLD NATIONAL BANK FOR KNOLLWOOD LEGACY APARTMENTS, LOCATED AT 7800-7888 S. SCEPTER DRIVE AS RECOMMENDED BY THE ENGINEERING DEPARTMENT	ITEM NO. G.4.

BACKGROUND

Pursuant to the development of the Knollwood Legacy Apartments, which is located in the 7800 block of S. Scepter Drive, please be advised that the developer has requested the letter of credit be released. He has put money into Escrow for all the required improvements that are not completed as listed in the development agreement

ANALYSIS

Most of improvements required of the developer have been installed. Primarily, there are many punchlist items that must be completed and some items such as trees and signs are funded for the DPW to install at a later date. The existing balance within the Escrow Account is now \$16,944.65 for all remaining items.

OPTIONS

Approve release
or
Table

FISCAL NOTE

None

RECOMMENDATION

Motion to authorize the release of Letter of Credit No. 20004518687 from Old National Bank for Knollwood Legacy Apartments located at 7800-7888 S. Scepter Drive as recommended by the Engineering Department.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">7/6/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authorize a Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.5.</p>

BACKGROUND

The City of Franklin is a party to numerous development agreements. Due to the impact of those agreements on the City and its taxpayers, it is prudent for extreme due diligence to be performed on the terms and conditions of those agreements both in advance of execution as well as during the term of the agreement with regard to financial implications. To that end, staff is recommending an agreement with SB Friedman to assist staff, as needed, to navigate these complex matters and ensure that the City is doing what it takes to move forward prudently with development issues.

ANALYSIS

With many large development initiatives in progress and currently being contemplated in the City, it is critical to have multiple strong resources to review, analyze, and research the financial impacts, along with staff, to provide a deeper level of comfort and understanding with regard to risk, funding, and timing in regard to those decisions.

The agreement that is being requested for consideration is a time-and-materials agreement, with an amount not-to-exceed \$35,000, including professional fees for service based on hourly rates and effort requested. This agreement may be requested to be increased if/when needed, and the request to do so would be made to the Common Council when needed. Under the agreement, each time staff requests services, staff and the consulting partner will identify a scope and a budget. These services will be used prudently, on an as needed basis to protect the City's interest.

Both the City and the consulting partner will have the ability to engage or not engage on a project-by-project basis, as well as terminate this agreement at any time with a reasonable notice. Accordingly, the City will only pay for services requested, authorized, and performed while the agreement is in place.

Staff is working on the recommended agreement, and will present the same to Council at the meeting on Tuesday, July 6, 2021. The agreement would be subject to technical review and corrections by the City Attorney.

The funding source for this agreement is the City's Tax Incremental Financing Districts (TIDs), which will be the main beneficiary of the services. If for some reason the services are needed for a non-TID purpose, the funding will come from another appropriate source. There are administrative funds assigned to each of the TIDs for these types of services and these services are allowable under the State of Wisconsin TID laws.

RECOMMENDATION

Staff recommends that the Common Council authorize a Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements; authorize the City Attorney to make technical corrections as needed; and authorize the Director of Administration to execute and administer the appropriate, related contract.

COUNCIL ACTION REQUESTED

Motion to authorize a Consulting Services Agreement with SB Friedman for Financial Analysis Services for Existing and Future TID Agreements; authorize the City Attorney to make technical corrections as needed; and authorize the Director of Administration to execute and administer the appropriate, related contract.

APPROVAL <i>Slco</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 6, 2021
Reports & Recommendations	RESOLUTION TO REIMBURSE MILLS HOTEL WYOMING, LLC TO CONSTRUCT A PORTION OF THE RYAN CREEK TRAIL IN THE RYAN MEADOWS SUBDIVISION FOR \$69,662.50	ITEM NO. G.6.

BACKGROUND

Ryan Meadows is nearing completion for installation of the public infrastructure. Construction of the sidewalks in the commercial/industrial area is imminent.

During the recent discussions of a potential Ryan Creek Trail from S. 116th Street Trail to a future Root River Trail extension, Staff observed that constructing a trail through the development is easier now than when lots are developed. Homes and businesses may be constructed and occupied with the knowledge that a trail does exist.

Elsewhere on this agenda is an item for a consultant to assist with master planning a Ryan Creek Trail.

ANALYSIS

Staff asked Mills Hotel Wyoming, LLC, the developer of Ryan Meadows Subdivision, to postpone construction of a 5-foot sidewalk so that Common Council may consider paying to construct a 10-foot trail. The developer provided a quote from his contractors that have previously publicly bid the concrete work. VEIT has quoted preparation of the earthwork and adding stone base for \$27,810.00. Stark Pavement has quoted the extra 5-feet of walk with the ADA accessible ramps for \$41,852.50. Total cost for the City to expand the developer provided 5-foot sidewalk to a 10-foot trail is \$69,662.50.

Note that this work would be 100% in the public right-of-way for S. Monarch Drive and W. Chicory Street so no additional land acquisition is needed for this construction. This public right-of-way location is one method for the City controlling the land as required to use Park Impact Fees.

See attached exhibit for how this portion of trail fits into a Ryan Creek Trail system.

OPTIONS

Approve or Deny. The developer's contractors need an answer on which option is selected.

FISCAL NOTE

This expenditure is unbudgeted. 62% of \$69,662.50 is \$43,190.75 and is eligible for using park impact fees.

For the remaining 38% (\$26,471.75), Staff recommends that appropriation be authorized from Fund 46 Contingency.

RECOMMENDATION

Resolution 2021-_____ a resolution to reimburse Mills Hotel Wyoming, LLC to construct a portion of the Ryan Creek Trail in the Ryan Meadows Subdivision for \$69,662.50.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

A RESOLUTION TO REIMBURSE
MILLS HOTEL WYOMING, LLC TO CONSTRUCT A PORTION OF THE RYAN CREEK
TRAIL IN THE RYAN MEADOWS SUBDIVISION FOR \$69,662.50

WHEREAS, the City is planning a Ryan Creek Trail to connect a future 116th Street Trail with an extended Root River Trail; and

WHEREAS, there is an immediate opportunity to construct a portion of this 10-foot trail by widening 5-foot sidewalks on portions of S. Monarch Drive and W. Chicory Street through the Ryan Meadows Subdivision currently under construction; and

WHEREAS, the work in Ryan Meadows subdivision was publicly bid and the expense of this new trail work may be added within the guidelines and statutes for public work.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, for Staff to reimburse Mills Hotel Wyoming, LLC to construct a portion of the Ryan Creek Trail in the Ryan Meadows subdivision for \$69,662.50

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2021.

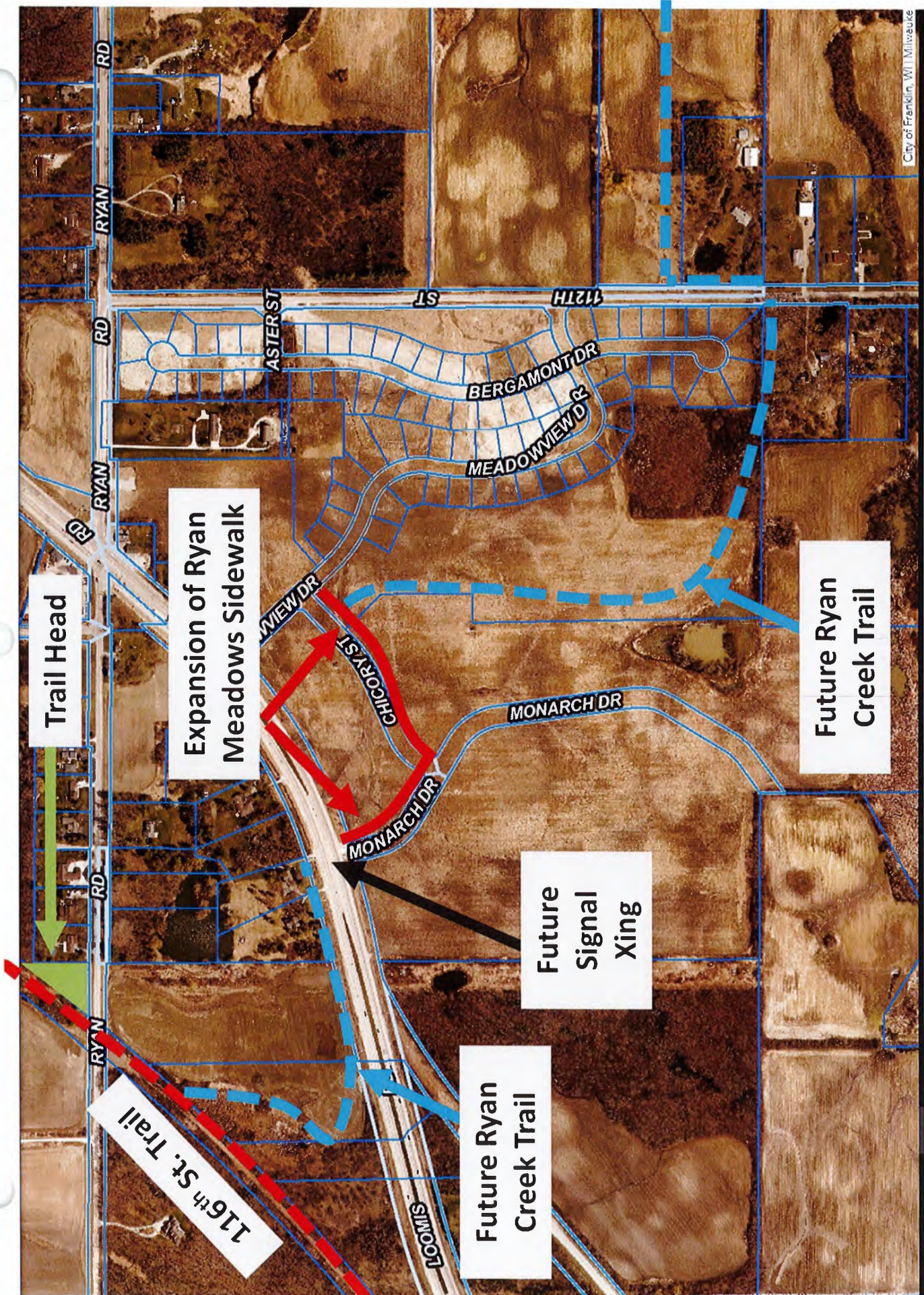
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



Trail Head

Expansion of Ryan Meadows Sidewalk

Future Ryan Creek Trail

Future Signal Xing

Future Ryan Creek Trail

116th St. Trail

RYAN RD

ASTER ST

112TH ST

BERGAMONT DR

MEADOWVIEW DR

CHICORY ST

MONARCH DR

MONARCH DR

LOOMIS ST

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**ASPHALT / CONCRETE
PAVING CONTRACTOR**

12845 W Burling Rd
Brookfield, Wisconsin 53005
Telephone 414-466-7820
FAX 262-784-6840

An Equal Opportunity Employer



To:	City Of Franklin	Contact:	
Address:	Franklin, WI	Phone:	
		Fax:	
Project Name:	Ryan Meadows & Loomis Business Park - 10' Walk Change	Bid Number:	
Project Location:	STH 36 (W. Loomis Rd) & CTH "H" (W. Ryan Rd), Franklin, WI	Bid Date:	6/24/2021
Addendum #:	1		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10' Walk Alternate						
	10	5" Concrete Sidewalk - East Side Of Monarch, Chicory - Loomis & Sout Side Of Chicory, Monarch - Meadowview	6,725.00	SF	\$4.90	\$32,952.50
	20	Mobilization	1.00	LS	\$1,500.00	\$1,500.00
	30	Additional Detectable Warning Fields For 10' Wide Opening @ Four (4) H.c. Ramps	40.00	SF	\$40.00	\$1,600.00
	40	Saw, Remove & Replace 30" C&g For 10' Wide Openings @ Four (4) H c. Rmaps	100.00	LF	\$58.00	\$5,800.00
Total Price for above 10' Walk Alternate Items:						\$41,852.50

Notes:

- As required by the Wisconsin Lien law, Stark Pavement Corporation, Inc , hereby notifies you that persons or companies furnishing labor or material for construction on your land may have lien rights on your land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned, are those who contract directly with you or those who give you notice within 60 days after they first furnished labor or material for the construction. Accordingly, you will probably receive notice from those who furnish labor or material for the construction, you should give a copy of each notice received to your mortgage lender, if any We agree to cooperate with you and your lender, if any, to see that all potential lien claimants are duly paid.
- INSURANCE:**
Our proposal includes the attached certificate of liability coverage and contractors blanket additional insured endorsement. If the contract requires higher limits of coverage as listed below, add accordingly to our proposal.
CG2010 & CG2037 (07/04) ADD: \$500.00
CG2010 & CG2037 (10/01) ADD: \$1,000.00
Umbrella to be primary/non-contributory ADD: \$1,000.00
Waiver of subrogation ADD \$100.00
- Price reflects asphalt placement in temperatures at or above 40°F; If required by the Prime Contractor's schedule to place asphalt in temperatures lower than 40°F, Stark Pavement Corporation, Inc , will not be held liable for damage or defects attributed to temperature or other weather conditions.

The above work excludes the following:

- More than one (1) mobilization - add \$1,500 for each additional
- Cold weather work - work prior to 4/15 or after 10/31
- High early concrete/ Access gaps
- Concrete stoops, footings, foundations, steps, stairs, walls or bollards
- Base to be provided by others within +/- .10'
- Weekend work
- Utility adjustments
- Joint sealing/ caulking
- Bond -- add 1% to total if needed
- Testing
- Pavement marking & signage
- Barricades or traffic control
- Concrete washout box/ pit

**ASPHALT / CONCRETE
PAVING CONTRACTOR**

12845 W Burleigh Rd
Brookfield, Wisconsin 53005
Telephone 414-466-7820
FAX 262-784-6840

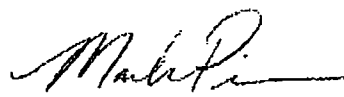
An Equal Opportunity Employer



To: City Of Franklin	Contact:
Address: Franklin, WI	Phone:
	Fax:
Project Name: Ryan Meadows & Loomis Business Park - 10' Walk Change	Bid Number:
Project Location: STH 36 (W. Loomis Rd) & CTH "H" (W. Ryan Rd.), Franklin, WI	Bid Date: 6/24/2021
Addendum #: 1	

Payment Terms:

Payment terms of net 30 days from the date of invoice. A 1.5% service charge will be added on all past due outstanding balances. All prices are valid for no greater than 30 days.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Stark Pavement Corporation</p> <p>Authorized Signature: </p> <p>Estimator: Mark Pichler (414) 466-7820 markp@starkcorp.us</p>
--	---



Mike Mahn
Senior Project Manager
2445 S. 179th Street Suite E
New Berlin, WI 53416-2151
VeitUSA.com

Office 414.372.9803
Direct 262.901.2704
Mobile 414.704.0818
MMMahn@VeitUSA.com

June 30, 2021

City of Franklin

RE: Additional Sidewalk work Loomis Road / Ryan Meadows

Earthwork: \$ 27,810.00

Includes:

- Mobilization
- Supervision
- Strip area for additional sidewalks
- Furnish, install & finish grade 4" of stone for new sidewalks to +/- .10

Excludes:

- Survey or control points
- AsBuilts
- Private locates
- Soil or compaction testing
- Pavement of any kind
- Restoration of any kind

Sincerely,

Mike Mahn
Senior Project Manager / Earthwork
Veit & Company, Inc
414-704-0818



Mike Mahn Office 414 372 9803
Senior Project Manager Direct 262 901.2704
2445 S. 179th Street Suite E Mobile 414 704.0818
New Berlin, WI 53416-2151 **MMahn@VeitUSA.com**

VeitUSA.com

July 1, 2021

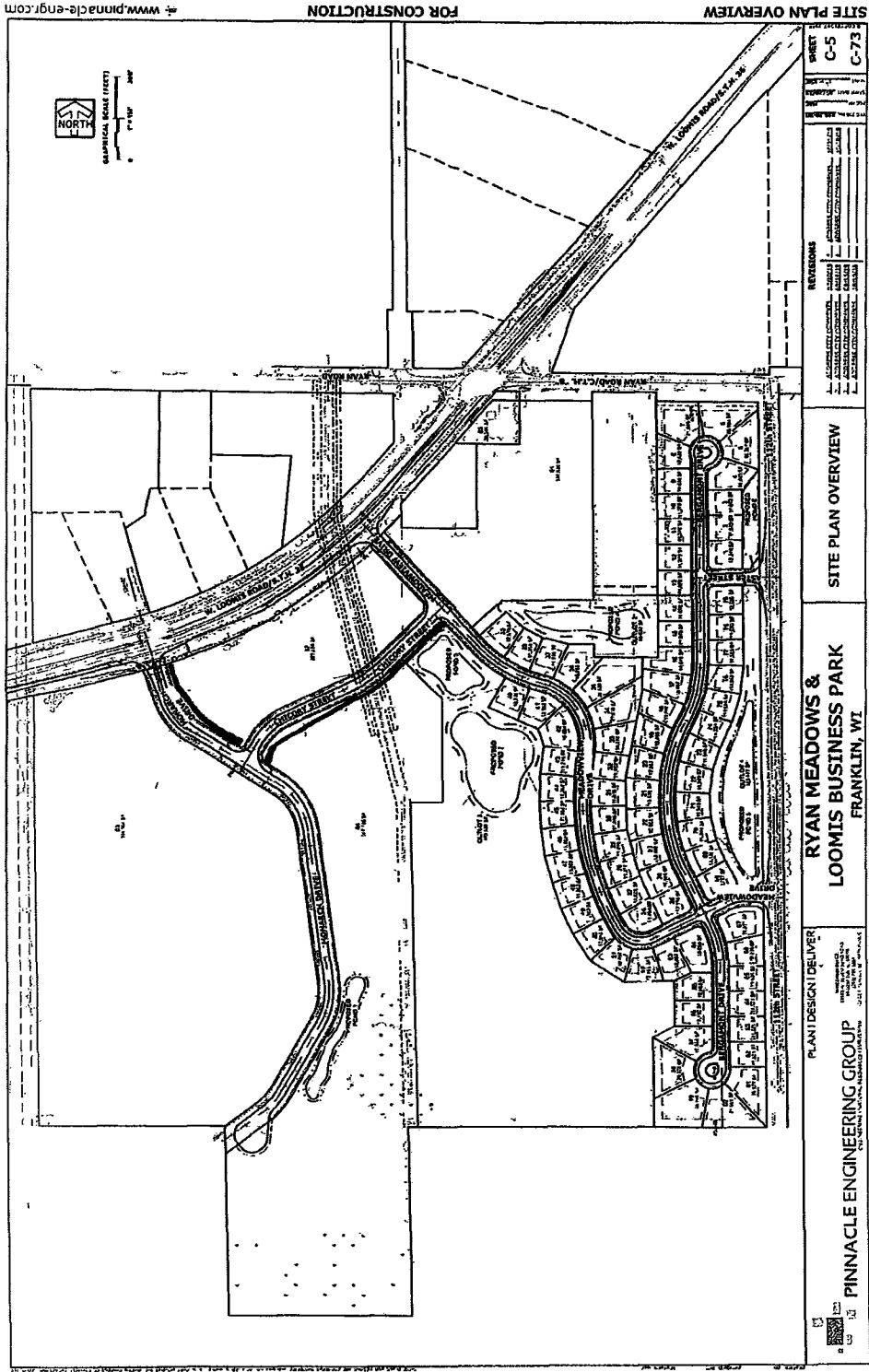
City of Franklin

RE: Additional Sidewalk work Loomis Road / Ryan Meadows

Description	Qty.	Unit Price	Total
Mobilization	1 LS	\$ 5,000.00	\$ 5,000.00
Topsoil Strip	371 CY	\$ 6.00	\$ 2,226.00
Stone for Walks	360 Ton	\$ 57.00	\$ 20,520.00

Sincerely,

Mike Mahn
Senior Project Manager / Earthwork
Veit Company
414-704-0818



PINNACLE ENGINEERING GROUP 1000 W. WISCONSIN AVENUE, SUITE 200, WISCONSIN DRIFTS, WI 53090 TEL: 262.338.1100 FAX: 262.338.1101 WWW.PINNACLE-ENG.COM	PLANT DESIGN DELIVER PREPARED BY: [Name] CHECKED BY: [Name] DATE: [Date]	RYAN MEADOWS & LOOMIS BUSINESS PARK FRANKLIN, WI	SITE PLAN OVERVIEW	REVISIONS NO. DATE DESCRIPTION BY 1 2 3	SHEET C-5 C-73
	FOR CONSTRUCTION			SCALE 1" = 100'	DATE 11/11/11

FOR CONSTRUCTION

SITE PLAN OVERVIEW



www.pinnacle-engr.com

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 6, 2021
Reports & Recommendations	RESOLUTION FOR GRAEF-USA INC. TO PREPARE A RYAN CREEK BICYCLE/PEDESTRIAN TRAIL MASTER PLAN FOR \$57,000	ITEM NO. G.7.

BACKGROUND

At the June 15, 2021, Common Council meeting, a Ryan Creek Trail project was discussed. The Comprehensive Outdoor and Recreation Plan (CORP) discusses a trail along Ryan Creek in the southwest portion of the City that touches the northern portion of Franklin Savannah conservation area, as well as potentially providing access to lands identified in the CORP for future recreation. Such a trail would be a significant connection from the proposed S. 116th Trail to the future extension of the Milwaukee County's Oak Leaf Root River trail, as well as the existing terminus of the trail at the Franklin Sports Complex. Staff was directed to develop a scope for a master plan of a trail along the southern portion of Franklin.

The Franklin Parks Commission discussed this project at the June 21, 2021, meeting and were supportive of this project.

ANALYSIS

Graef-USA Inc. has been performing excellent service for Franklin on the S. 116th Street and St. Martin of Tours trail projects. Staff has met with GRAEF and GRAEF has a good understanding of the project. Enclosed is a proposed contract with a detailed project scope for a master planning project.

GRAEF's project schedule anticipates authorization to proceed on July 6, 2021 and will have a final product on September 30, 2021 for the Parks Commission to discuss on October 11, 2021, and be ready for Common Council approval on October 19, 2021.

OPTIONS

- A. Authorize GRAEF to prepare a master plan for the Ryan Creek Trail. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

Staff is asking to spend \$57,000 from Fund 46 Contingency.

62% of this cost is eligible for reimbursement from the Park Impact Fees. 62% of \$57,000 is \$35,340 and will be brought forward in the future to reimburse the contingency fund.

RECOMMENDATION

(Option A) Resolution 2021-____, a resolution to authorize GRAEF-USA Inc. to Prepare a Ryan Creek Bicycle/Pedestrian Trail Master Plan for \$57,000 plus direct expenses.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

A RESOLUTION FOR GRAEF-USA INC. TO PREPARE A
RYAN CREEK BICYCLE/PEDESTRIAN TRAIL MASTER PLAN FOR \$57,000

WHEREAS, the City is planning for parks and trails in accordance with the 2030 Comprehensive Outdoor Recreation Plan; and

WHEREAS, the southern portion of Franklin is anticipating much development in the near future; and

WHEREAS, it is advantageous to plan for connecting trails and parks in advance of individual developments; and

WHEREAS, GRAEF-USA, Inc is a firm experienced and qualified in the planning of trail facilities; and

WHEREAS, the Franklin Parks Commission has considered this project and support Common Council to execute a contract with GRAEF.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, for the Mayor and City Clerk to execute a contract with GRAEF-USA Inc. to prepare a Ryan Creek Bicycle/Pedestrian Trail Master Plan for \$57,000.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and GRAEF USA, Inc. (hereinafter "CONSULTANT"), whose principal place of business is 275 West Wisconsin Avenue, Suite 300, Milwaukee, WI. 53203.

W I T N E S S E T H

WHEREAS, the CONSULTANT is duly qualified and experienced as a municipal services CONSULTANT 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 CONSULTANT to provide Ryan Creek Trail Master Plan as described in Attachment A;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for Ryan Creek Trail Master Plan, as described in CONSULTANT's proposal to CLIENT dated June 23, 2021, annexed hereto and incorporated herein as Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subCONSULTANTS when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT.
- C. CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTS to, CONSULTANT 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 CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT 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 CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$57,000, subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of **\$57,000.00**. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT 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 CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT 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 CONSULTANT 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, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment will be made to compensate CONSULTANT or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT

IV. ASSISTANCE AND CONTROL

- A. Glen Morrow will coordinate the work of the CONSULTANT, 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 CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Joseph F. Pepitone Jr PLA, CONSULTANT'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 CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT 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, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.

- C. The rights and remedies of CLIENT and CONSULTANT 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 CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

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

Upon the execution of this AGREEMENT, CONSULTANT 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, CONSULTANT 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 CONSULTANT or CONSULTANT'S officers, directors,

partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.

- B. 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

CONSULTANT shall commence work immediately having received a Notice to Proceed as of July 6, 2021 and complete Master Plan documents on or before September 30, 2021.

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

CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

D. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONSULTANT.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONSULTANT 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 _____

PRINT NAME Stephen R Olson

TITLE Mayor

DATE _____

BY Mary Beth Pettit

PRINT NAME Mary Beth Pettit

TITLE Vice President

DATE July 2, 2021

BY _____

PRINT NAME Paul Rotzenberg

TITLE Director of Finance and Treasurer

DATE _____

BY _____

PRINT NAME Sandra L Wesolowski

TITLE City Clerk

DATE _____

Approved as to form

Jesse A Wesolowski, City Attorney

DATE _____

ATTACHMENT A

The Avenue
275 West Wisconsin Avenue Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com



collaborate / formulate / innovate

June 23, 2021

Mr. Glen Morrow PE
City of Franklin
Engineering Department
9229 W Loomis Road
Franklin, WI 53132

SUBJECT: Ryan Creek Bicycle/Pedestrian Trail Master Plan
Franklin, Wisconsin

Dear Glen

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the formal Agreement between Graef-USA Inc (GRAEF) and City of Franklin (Client). This proposal is for the Ryan Creek Bicycle/Pedestrian Trail Master Plan (Project). It is our understanding that the nature of the Project is to provide master planning services to identify and locate a preferred bicycle/pedestrian trail within the project limits of South 116th Street on the West, South 60th Street on the East, West Ryan Road to the North and West County Line Road to the South. This encompasses approximately 8 square miles of City, County and privately owned properties

For this Project, GRAEF proposes to provide the following Basic Services per the following schedule and basic task outlined below. Please see additional detailed scope of services directly after this project schedule.

TASK	2021 SCHEDULE
<i>Note: Proposed schedule is based on authorization to proceed by July 6th</i>	
1. Kickoff Meeting	July 12 th
2. Project Data Collection and Initiation with City and Stakeholders	July 12 th – July 23 rd
3. Analysis of Existing Conditions and Alternatives Analysis	July 26 th – August 20 th
4. Public Open House and Public Comment Period	August 23 rd – Sept 3 rd
5. Revisions to Recommendations & Development of Final Documentation, Final City Review	Sept 6 th – Sept 30 th
6. Parks Board Meeting/Recommendation	*October 11 th
7. Common Council Approval	*October 19 th
8. Budget & Finance Meeting	*November 3 rd



**Date to be confirmed.*

Meetings & Coordination

- Kickoff meeting with staff to clarify goals, objectives and deliverables
- Attendance at bi-weekly (every two weeks) progress meetings with staff for project updates
- Attendance at (1) one Public Information Meeting
- Attendance at meeting(s) with property owners / key stakeholders as appropriate
Assume one day of meetings with timeslots for group discussion based on participant availability
- Coordination with following stakeholders and agencies:
 - MKE County Parks
 - Snow mobile clubs
 - School District
 - MMSD
 - Other stakeholders as may be identified by City of Franklin
- Parks Board Updates – once a month
- Parks Board Meeting – assume (1) meeting for recommendation/approval of MP
- Common Council Meeting – TBD

Project Data Collection

Inventory the project area by reviewing City provided GIS mapping data, current zoning, parcel and ownership, planned community spaces, natural/environmental areas, waterways, topography, soils, etc and the City of Franklin Comprehensive Outdoor Recreational Plan.

- Prepare exhibits illustrating the information outlined above that will be used to establish potential bike path corridors
- Identify stakeholders and develop strategy and schedule for engaging their participation and input.

Analysis of Existing Conditions and Alternatives Analysis

It is understood that the preferred location for the proposed bike path corridor shall focus on “off road” locations with the understanding that there maybe additional paths adjacent to or connected to nearby roadway corridors and potential connectivity to adjacent residential neighborhoods.

- GRAEF shall evaluate several concept alternatives for the overall trail alignment and specific trail segments for review and comment. Evaluation will include development of typical section (trail width), connectivity to community resources, right-of-way impacts, environmental impacts, and costs
- Present initial concepts for staff review and comments
- Update plans and exhibits based on staff review comments and prepare updates for Public Information Meeting presentation.
- Coordinate with City on time and place for Public Information meeting.



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Documentation and Deliverables

- Final deliverables
 - Final Master Plan exhibits, and narratives shall be completed based on approved bike ped trail alignment developed during alternatives analysis phase
 - Prepare exhibit showing phased trail construction and costs associate with each segment(s). exhibit\map with planning horizons identifying phased construction of the trail.
 - Cost assessment for trail construction (not including ROW or property acquisitions) and inclusion in Capitol Planning and for Budget & Finance review and approval.

GRAEF will endeavor to perform the Basic Services in conformance to the following schedule as noted above. This schedule is subject to changes and/or modifications based on City input.

It is our understanding that you will provide the following services, items and/or information:

- Convening space, outreach, invitations, and logistics for any meetings associated with this Project
- Any relevant files, data, and maps as it relates to the Project area
- Prior plans, in an editable format (if available)
- Public Notices

You agree to compensate GRAEF for all basic services noted above on an hourly rate and direct expense basis to an estimated fee of \$57,000. We will advise you in advance if we anticipate exceeding this amount by more than 10 percent.

Mileage will be billed at the federal rate at the time incurred and is included in fee above. Other Direct Expenses will be billed at cost and are in addition to the fee quoted above which would include printing and postage.

You agree to compensate GRAEF for any Additional Services with an additional fee agreed to in advance of the services being performed.

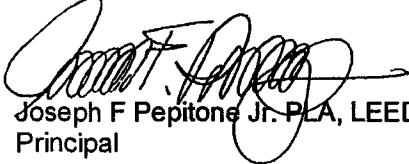



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To accept this proposal, please sign and date below and return one copy to us. Upon written authorization, GRAEF will commence work on the project. We look forward to working with you on this exciting project. Please call us at 414-266-9039 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.


Joseph F. Pepitone Jr. PLA, LEED AP
Principal


Mary Beth Pettit PE
Vice President/Principal

Accepted by:
City of Franklin

(Signature)

(Name Printed)

(Title)

(Date)

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 6, 2021
Reports & Recommendations	RESOLUTION FOR RA SMITH, INC. TO PREPARE AN ASSURED WETLAND DELINEATION OF 151 ACRES AT A POTENTIAL PARK ON S. 112TH STREET FOR \$17,400	ITEM NO. G.8

BACKGROUND

In 2010, a Franklin Expansion Agreement was executed between Waste Management of Wisconsin, Inc. and the City of Franklin, Town of Raymond, Town of Norway, City of Muskego, Waukesha County, Milwaukee County, and Racine County. Item 11 (page 8) of this agreement provides for properties to be transferred to the City of Franklin as a conservation Greenbelt:

11. In order to facilitate the Conservation Greenbelt becoming a reality, Operator [Waste Management] agreed to transfer to the City of Franklin, or to The Conservation Fund or to the DNR (or to a similar entity selected by the City), the Frey Property (Parcel 2 — 99.5 acres), other property Operator owns to the east of South 112th Street (Parcel 3 — 68.6 acres) and the 112.6 acres Operator owns to the south of County Line Road (Parcel 4), provided that: (i) it retains certain rights to use a portion of Parcels 2 and 3 for soil and water management purposes; and (ii) the DNR confirmed that it would allow the taking of certain wetlands within the Active Fill Area so that the landfill could add 10,000,000 or more tons of disposal capacity beyond that provided in the Northern Footing Active Filling Area.



Staff has met with Waste Management concerning a transfer of these properties. Staff believes that the parcels would be suited for a park use or wetland bank mitigation. To fully explore how these parcels may be used, some exploratory work, including wetland delineations, is needed.

These lands are identified in the 2030 Comprehensive Outdoor Recreation Plan park as the “Metro Conservancy Special Park,” intended to be a site for recreation, natural resource enhancement and mitigation, and also serve as a greenway connection between the existing Franklin Park, the proposed Southwest Park, and conservancy lands nearby. Many of these lands have been placed under a conservation easement that allows for trails. The amount of land available for possible improvements for the park will be determined by the location of these easements, and of wetlands on the property. The CORP further proposes that these lands be used for “the creation of a continuous, integrated environmental greenbelt that will provide flood protection and preserve wildlife and native habitat through the Ryan Creek and Root River watersheds (Chapter 7),” including land set aside to allow for off-site mitigation of natural resource impacts such as woodland or wetland impacts resulting from development elsewhere in the City. It should be noted that, even if a fully certified DNR mitigation bank is not feasible, other types of mitigation areas may be appropriate.

ANALYSIS

RA Smith has a WDNR assured delineator and they performed excellent for the water tower park land that the City purchased this past year on S. Lovers Lane. Enclosed is a contract for RA Smith to delineate wetlands for approximately 151 acres on the east side of S. 112th Street between W. Oakwood Road and W. South County Line Road as shown in the exhibit.

OPTIONS

- A. Authorize RA Smith to perform wetland delineation for this potential parkland. Or
- B. Refer back to Staff with further direction.

FISCAL NOTE

Staff is asking to spend \$17,400 from Fund 46 Contingency.

36% of this cost is eligible for reimbursement from the Park Impact Fees. 36% of \$17,400 is \$6,264 and will be brought forward in the future to reimburse the contingency fund.

RECOMMENDATION

(Option A) Resolution 2021-____, a resolution to authorize RA Smith, Inc. to prepare an assured wetland delineation of 151 acres at a potential community park on S. 112th street for \$17,400.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

A RESOLUTION FOR RA SMITH, INC. TO PREPARE AN
ASSURED WETLAND DELINEATION OF 151 ACRES
AT A POTENTIAL PARK ON S. 112TH STREET FOR \$17,400

WHEREAS, the City is planning for parks and trails in accordance with the 2030 Comprehensive Outdoor Recreation Plan; and

WHEREAS, a 2010 Franklin Expansion Agreement for Waste Management of Wisconsin, Inc. included a transfer of lands on the east side of S. 112th Street and south of W. Oakwood Road to the City of Franklin, or to The Conservation Fund, or to the DNR, or to a similar entity selected by the City as a conservation Greenbelt; and

WHEREAS, the City needs a wetland delineation for these lands to fully consider the potential and uses; and

WHEREAS, RA Smith, Inc is a firm experienced and qualified in the assured delineation of wetlands; and

WHEREAS, the Franklin Parks Commission has considered this project and support Common Council to execute a contract with RA Smith, Inc.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, for the Mayor and City Clerk to execute a contract with RA Smith, Inc. to prepare an assured wetland delineation for 151 acres at a potential park on S. 112th street for \$17,400.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



CREATIVITY BEYOND ENGINEERING

R A Smith, Inc
16745 W Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

July 2, 2021

Mr Glen Morrow, P E
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Re: Proposal for Environmental Services – 150-Acre Waste Management Property, Franklin, WI
raSmith Project ID: 2210631

Dear Mr Morrow

raSmith appreciates the opportunity to work with the City of Franklin on your project located on the Waste Management property at the corner of 112th Street and W. Oakwood Road in the City of Franklin, WI. As your trusted advisor, we are committed to understanding your challenges and providing cost-effective and timely solutions.

Scope of Services

Task A – Assured Wetland Determination/Delineation and Report

We propose to delineate the location and extent of wetland boundaries within 11 parcels totaling approximately 150-acres located southeast of 112th Street and W. Oakwood Road in the City of Franklin, Milwaukee County, WI (Study Area). Based on an initial desktop review, there are eleven mapped wetlands on the Wisconsin Wetland Inventory within the Study Area limits. There are also mapped wetland indicator soils and other wetlands (including potential farmed wetlands) that are not mapped. There are also one mapped waterway. Due to the potential presence of farmed wetlands within the site, a Farm Service Agency (FSA) crop slide review and precipitation analysis must be completed prior to the fieldwork per US Army Corps of Engineers (Corps) and Wisconsin Department of Natural Resources (WDNR) requirements.

During the field study, wetland boundaries will be verified using the Routine On-Site Determination Method as defined in the 1987 Corps of Engineers Wetland Delineation Manual and in the Midwest Regional Supplement, and will be performed in accordance with Wisconsin Department of Natural Resources (WDNR) requirements. The delineation technique uses a multi-parameter approach, which requires evidence of wetland hydrology, hydric soils, and hydrophytic vegetation. raSmith ecologists will also consider topographic conditions and use professional judgment in performing the work. The boundaries of areas meeting wetland criteria will be flagged in the field and GPS-located with a Trimble Geo7x.

The findings from the field delineation will be documented in a wetland delineation report. Data sheets, a wetland boundary map, a soils map, aerial photographs, a Wisconsin Wetland Inventory map, and color copies of photographs will be included in the report. FSA Crops Slides and the results of the FSA crop slide review will also be included in the report. If during the course of this project, we identify potential wetland fill violations that are less than 10 years old, we must note the potential violations in the wetland report.

A draft copy of the report will be e-mailed to you in pdf form prior to submittal to the WDNR Assurance Program. We recommend that the report also be sent to the US Army Corps of Engineers if a permit is to be obtained. Please note that the Corps does not acknowledge the WDNR's Assurance Program. Please also note that the WDNR may randomly select this site for the purpose of their annual assured delineator auditing process.



Completion Schedule

raSmith will schedule the wetland delineation fieldwork following receipt of signed contract and will be completed during the 2021 growing season. Poor or dangerous weather conditions could potentially delay the fieldwork. The wetland boundary map will be provided to you within one week following the delineation fieldwork. The draft report will be submitted to you as soon as possible following the fieldwork. The final report will be sent to you and also submitted to the WDNR Assurance Program as required.

Professional Fees

The above services will be provided for a lump sum fee as shown in the table below. Services will be billed each month based on the work completed.

<u>Task</u>	<u>Description</u>	<u>Fee</u>
A	Assured Wetland Delineation & Report	\$17,400.00

Client Responsibilities/Assumptions

The terms and conditions set forth herein are valid for 30 days from the date of this proposal and are conditioned upon our completion of all services within 150 days.

raSmith assumes Client will provide access permission to the project site.

raSmith offers an array of supplemental services that are available at your request. Please refer to Attachment A for a complete list of our services

If you would like to authorize raSmith to proceed with your project, please sign the attached Professional Services Agreement between Client and Professional, and forward a signed copy of the entire Agreement to our office. Once received, we will execute and return a copy for your records. We look forward to working with you on this project.

Sincerely,
raSmith

Tina M Myers, PWS

Ecologist/Project Manager

Enclosures Study Area Map

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">7/06/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approval of Event Service Agreement with Service Sanitation for 2021 St. Martins Fair Portable Restroom/Handwash Facilities</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.9.</p>

As the Common Council, at their meeting of June 15, 2021, approved holding the 2021 St. Martins Fair, portable restroom and handwashing facilities will be needed. Service Sanitation has provided the required facilities in the past, along with cleaning services between the two days of the Fair. Attached is the Event Service Agreement in the amount of \$14,607 (representing a zero increase from the cost in 2019). Funds are available in the St. Martins Fair Fund.

The Department of Public Works Superintendent and Director of Clerk Services/City Clerk recommend approval of the Service Sanitation Event Service Agreement, subject to review by the City Attorney.

COUNCIL ACTION REQUESTED

Motion to approve the 2021 Event Service Agreement with Service Sanitation in the amount of \$14,607 with funding from the St. Martins Fair Fund, subject to review and approval by the City Attorney.

EVENT SERVICE AGREEMENT

Billing Address
CITY OF FRANKLIN
9229 W LOOMIS RD
FRANKLIN, WI 53132

Service Address
ST MARTINS FAIR
ALONG W ST MARTINS RD
FRANKLIN, WI 53132

Customer #: 58 - 1272
Contact Name: SHIRLEY ROBERTS
Phone: (414) 425-7500

Qty:	Restroom Services	Rate:	Total:
Friday, September 3, 2021			
		Work Order # 7804302	
130	DEL EVENT BASIC PORT REST	\$67 00	\$8,710.00
9	DEL EVENT HANDICAP REST	\$122.00	\$1,098.00
20	DEL EVENT HANDWASH	\$67.00	\$1,340.00
9	DEL 4-STATION HS STAND	\$67.00	\$603.00
168	EXTRA SERVICE MONDAY	\$17 00	\$2,856.00
*** ARRIVE 8AM - 11AM ***			
< CLOSER TO 8AM PREFERRED >			
** CALL CONTACT ON THE WAY **			
CONTACT KEVIN 414 659 2719			
CONTACT WILL DIRECT PLACEMENT			
OF ALL EQUIPMENT			
*** PLACEMENT MAP PENDING ***			

Monday, September 6, 2021		Work Order # 7804303	
130	EVENT BASIC REST XTRA SVC		
9	EVENT HANDICAP EXTRA SVC		
20	EVENT HANDWASH EXTRA SVC		
9	EX SVC 4-STATION HS STAND		
*** SERVICE BY 6AM PLEASE ***			
START SERVICING @ LOCATION 10			
AND MOVE DOWN (9,8,7, ETC) FROM			
THERE - MAIN EVENT STARTS @ 6AM			

Qty: Restroom Services

Rate:

Total:

Tuesday, September 7, 2021

Work Order # 7804304

130 RET EVENT BASIC RESTROOM

9 RET EVENT HANDICAP REST

20 RET EVENT HANDWASH

9 RET 4-STATION HS STAND

* PICK-UP TUESDAY PLEASE *

Total For Event: \$14,607.00

Plus Applicable Sales Tax

Terms:

NET 30

Customer #:

58 - 1272

This Service Agreement is subject to Service Sanitation's Terms and Conditions which are fully incorporated herein.

RENTAL TERMS & CONDITIONS

1. ACCEPTANCE:

Customer shall be deemed to have accepted these terms and conditions upon oral acknowledgment, signature, or other conduct indicating acceptance. Customer hereby acknowledges and agrees that these Terms and Conditions shall apply to all sites and all orders placed by the Customer at any time. Customer's consent and agreement to these Terms and Conditions may not be withdrawn or revoked except upon written notice to Service Sanitation, Inc. (Company) at least thirty (30) days before the effective date of such revocation and such revocation of Customer's agreement to these Terms and Conditions shall only apply to future orders. These terms and conditions shall supersede any inconsistent terms of any purchase order or Customer documents.

2. COMPANY OBLIGATIONS:

The obligations of COMPANY shall include

- a. Supply the sanitation equipment (Equipment) listed in service agreement ('Service Agreement') and provide the type of service plan stated within Service Agreement. The delivery dates are approximate and the Company shall have no liability for any failure or delay in making delivery or for failure to give notice of any such failure.
- b. Provide additional Equipment and service as requested by the Customer at Company's customary rates. Service schedule shall be determined by Company and is subject to change.
- c. Maintain Equipment in good working order under ordinary use. Company shall not be responsible for failure to render such maintenance due to causes beyond reasonable control of the Company.

3. CUSTOMER'S OBLIGATIONS:

The obligations of the CUSTOMER shall include

- a. Remit amounts due as indicated on Service Agreement and all subsequent amounts due, not later than the terms indicated on associated invoices. Routed service pricing is subject to change without prior notice. Customer is responsible for all taxes, however designated, arising out of the provisions of services under this agreement including without limitations, sales, use, transfer, privilege, excise or other tax or duty.
- b. Retain absolute and sole control, possession and custody of Equipment and return such Equipment to Company at end of the service period.
- c. Acknowledge that Company has no control over use of the Equipment by Customer. Customer should make no use of the Equipment for other than sanitation purposes. While Equipment is in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials. In the event that such waste is found in the Equipment, Customer shall arrange and pay for separate removal of such waste.
- d. Customer agrees to comply, at Customer's expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines.

4. LOCATION OF EQUIPMENT:

- a. Customer is responsible to exercise due diligence and care in the selection of the location designated for Equipment and to supervise the placement of such Equipment. Customer is responsible for any damages that accrue therefrom.
- b. Requests to relocate Equipment will be fulfilled by Company. Additional charges may apply. Company is not liable for damages associated with relocation of Equipment by Customer. In all cases, Customer is required to notify Company in advance of Equipment relocation.
- c. Customer is responsible for ensuring Equipment is available or accessible for servicing or maintenance at ground level without hazard to Company, its agents, employees or Equipment. If Company is unable to service units due to Customer's failure to make them accessible, Customer is responsible for any damages that accrue therefrom. Customer will be charged for a service rate in addition to any extra service call resulting thereof.

5. POWER & WATER SOURCES FOR RESTROOM TRAILERS/WATER SYSTEMS:

With regard to restroom trailer or Pro-Flush water system service, Customer shall provide appropriate power and/or water source as indicated on Service Agreement at service site in advance of delivery. Customer is responsible for maintaining the availability of power and water resources and monitoring such throughout the duration of the service period. Failure to provide and maintain resources may result in additional time and materials charges, delayed delivery and/or subsequent damages, for which Customer accepts full responsibility.

6. LIMIT OF SERVICE SANITATION'S LIABILITY:

Service Sanitation's aggregate liability under this agreement shall not exceed the amounts paid to Service Sanitation in connection with agreement.

INITIAL:

7. DAMAGED OR LOST EQUIPMENT:

- a. Customer acknowledges that he has had an opportunity to personally inspect the sanitation Equipment, finds it suitable for his needs and in good condition and that he understands its proper use.
- b. Customer must notify the Company immediately and discontinue use of the Equipment if the units become unsafe or in disrepair for any reason. Company is not responsible for any incidental or consequential damages caused by delays or otherwise.
- c. No alterations to Equipment permitted unless approved by Company in writing.
- d. Customer agrees to pay for any damage to or loss of the goods, as an insurer regardless of the cause, except reasonable wear and tear, while Equipment is out of the possession of the Company. The cost of the repairs will be borne by the Customer, whether performed by the Company or at the Company's option, by others. Equipment damaged beyond repair will be invoiced at replacement cost. Customer agrees to accept Company's decision regarding reparability.

8. WARRANTIES:

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS, EITHER EXPRESSED OR IMPLIED. There is no warranty that the Equipment is suited for Customer's use, or that it is free from defects.

9. HOLD HARMLESS:

Customer agrees to assume the risks associated with use of Company Equipment and services. Customer further agrees to hold Company harmless for any and all claims or lawsuits associated with service or Equipment, including claims against Customer by a third party. Company shall not be liable for any property damage, personal injury, loss of profits, interruptions of business, out-of-pocket expenses or any direct, indirect, special, consequential, punitive, exemplary, or incidental damage, however caused, whether based on contract, tort, strict liability, warranty or any other basis arising out of, or connected with this agreement, or the use of any service furnished hereunder.

10. INDEMNITY:

Customer agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities of any kind arising out of the use of the Equipment by Customer, Customer's agents, or any third party, including claims, damages, or liabilities arising from Company's negligence, and Customer further agrees to indemnify and reimburse Company for any and all claims, damages, or liabilities arising out of any breach of this contract by Customer.

11. DURATION AND CANCELLATION:

No pro-rata adjustment is made for partial use. Unless agreed upon in writing or unless specific retrieval date is listed on the Service Agreement, the minimum billing period is 4 weeks. A delivery must be cancelled in writing at least 24 hours in advance to avoid a cancellation fee. Deliveries cancelled with less than 24 hour notice and deliveries cancelled on arrival will be charged full amount listed on service agreement. Deposits remitted for restroom trailers will be forfeited unless written notification of cancellation is provided 30 days prior to delivery date.

12. LATE PAYMENT / COLLECTION COSTS:

All charges are payable in full with no privilege to pay in installments. Past due amounts are subject to 18% APR. Customer is also obligated to reimburse Company for all costs/expenses incurred in the collection of fees for service, including without limitation, collection, attorneys' fees and court costs.

13. DEFAULT:

If the Customer fails to pay any service payment or other charge due, perform any of its other obligations, Company, without notice, shall have the right to terminate the agreement immediately to take possession of any or all of its property without any legal process, to enter Customer's premises to take such possession, or pursue any other remedy at law or equity. All such remedies shall be cumulative and may be exercised concurrently.

14. NONWAIVER & SEVERABILITY:

No provision of this contract can be waived except by the written consent of Company. Failure by Company to enforce any provision shall not constitute waiver of provision. The provisions of this agreement shall be severable so that invalidity, unenforceability or waiver of any provision(s) shall not affect remaining provisions.

15. GOVERNING LAW:

This agreement shall be governed by the laws of the State of Illinois.

DAMAGE WAIVER

WHAT IS A DAMAGE WAIVER?

The damage waiver was designed to provide extra financial protection and peace of mind in the event of accidental damage to our equipment during a typical rental period. The damage waiver also protects renters from vandalism, graffiti or complete unit destruction.

HOW DOES IT WORK?

In an effort to protect you, the damage waiver will be added to all new routed orders. Special event customers will also be given the option to add the damage waiver by selecting "I accept" below. Customers choosing to opt-out of the damage waiver must select "I do not accept" below.

DAMAGE WAIVER TERMS:

- a. Unless damage waiver provision is declined, Company agrees, in consideration of an additional charge, to modify responsibilities of the Customer detailed in paragraph 7 regarding Equipment damaged, destroyed, lost or stolen while in the Customer's possession or control. In consideration of damage waiver fee and unit replacement schedule listed below, Customer is responsible for a portion unit replacement cost in case of damage to, destruction of, or theft of the units with the exception of damage or loss due to Customer's neglect or misuse. Damage waiver fees are assessed as a one-time charge for events and as a recurring charge per billing period for routed Equipment.

FEES

Unit Type	Basic	Standard	Deluxe	Handicap	ADA	Handwash	Sani-Stand
WAIVER FEE (PER UNIT)	\$10	\$20	\$20	\$20	\$20	\$20	\$10
DISCOUNTED REPLACEMENT	\$150	\$200	\$200	\$200	\$250	\$150	\$100
TOTAL REPLACEMENT	\$650	\$850	\$1,400	\$1,500	\$1,800	\$800	\$300

- b. Damage waiver provision is not available on Pro-Flush water systems or restroom trailers.
- c. In order for damage waiver to be effective and as a condition thereto, Customer agrees that he/she shall report all loss and/or damage to the police department, obtain a copy of the police report issued and deliver such report to Company within 14 days of the date of loss or damage.
- d. Notwithstanding the foregoing, Customer agrees that this damage waiver provision shall not relieve Customer of its obligation to obtain and maintain public liability insurance.

Please select ONE of the following options:

I ACCEPT the Damage Waiver

I DECLINE the Damage Waiver

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF ACCEPTING ON BEHALF OF AN ORGANIZATION, I CERTIFY THAT I AM AN AUTHORIZED SIGNATORY FOR SAID COMPANY.

Signature _____

First Name _____ LastName: _____

Company Name _____

Date: _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 6, 2021
Reports & Recommendations	A RESOLUTION TO ISSUE CONTRACT CHANGE ORDER NO. 1 TO PAYNE & DOLAN, INC FOR THE 2021 LOCAL STREET IMPROVEMENT PROGRAM (LSIP) IN THE AMOUNT OF \$49,577.70	ITEM NO. G.10.

BACKGROUND

The 2021 Local Street Improvement Program (LSIP) was adopted at \$1,000,000.00, although only \$976,000.00 was available to the Program roads for the Payne and Dolan, Inc contract as \$24,000.00 was anticipated to fund the College Avenue improvement in a joint project with Hales Corners. The 2021 LSIP was awarded to Payne & Dolan, Inc on 4/20/2021 for \$893,573.09.

The 2021 LSIP was developed without consideration to pedestrian improvements, specifically relating to the Americans with Disabilities Act (ADA) requirements. Title II of the ADA requires that any alteration that involves work on a street or roadway spanning from one intersection to another to add or upgrade curb ramps. The work within our LSIP fits within the ADA definition of a roadway alteration, therefore requiring improvements to curb ramps.

Additionally, Staff received complaints regarding sidewalk accessibility issues on roads included in the LSIP due to the existing sidewalk curb ramp deficiencies.

ANALYSIS

To improve and enhance pedestrian access in accordance with the requirements of ADA, it is recommended that the 2021 LSIP be expanded to include improvements to 17 sidewalk curb ramps.

Upon review of the streets included in the 2021 LSIP there are two streets with pedestrian crossings within the footprint of work, totaling 17 curb ramps. The curb ramps are located on S. 41st Street, (W. Southwood Drive to Hilltop Court) and W. Chapel Hill Drive (W. Beacon Hill Drive to Chapel Hill Court). The addition of these curb ramps will serve to improve the safety and mobility of pedestrians, particularly people with disabilities, along our local streets. To comply with ADA requirements, the curb ramps must meet specific standards for width, slope, cross slope, alignment, and other features that the existing curb ramps on these streets do not meet.

The Change Order is an adjustment of quantity for 1 current contract item, the addition of 2 new contract items, and no increase in contract time. These improvements have been estimated and costs are as follows:

Item	Quantity	Unit Price	Cost
Remove/Replace Concrete Curb & Gutter	272 Linear Feet (LF)	\$59.10/LF	\$16,075.20
Remove/Replace Concrete Sidewalk 5-Inch	2007 Square Feet (SF)	\$12.50/SF	\$25,087.50
Curb Ramp Detectable Warning Fields	17 Each	\$495.00/Each	\$8,415.00
<u>TOTAL:</u>			<u>\$49,577.70</u>

OPTIONS

Approve or Deny Contract Change Order No. 1.

FISCAL NOTE

\$976,000.00 was made available for the 2021 LSIP. It was awarded to Payne and Dolan, Inc for \$893,573.09, leaving \$82,426.91 for required DPW expenses and overruns. The issuance of this Change Order would still allow for \$32,849.21 for DPW expenses and overruns.

RECOMMENDATION

(Option A) Resolution 2021-_____, a resolution to issue Change Order No. 1 to Payne & Dolan, Inc. for the 2021 Local Street Improvement Program in the amount of \$49,577.70 for the 2021.

Engineering Department: TAB

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

A RESOLUTION TO ISSUE CONTRACT CHANGE ORDER NO. 1 TO PAYNE & DOLAN, INC FOR THE 2021 LOCAL STREET IMPROVEMENT PROGRAM (LSIP) IN THE AMOUNT OF \$49,577.70

WHEREAS, Payne & Dolan, Inc was awarded construction contracts for the 2021 Local Street Improvement Program on April 20, 2021; and

WHEREAS, changes required and requested by Staff prior to construction required Payne & Dolan, Inc to perform additional work not shown in the contract.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Payne & Dolan, Inc be issued Change Order No. 1 in the amount of \$49,577.70.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 1

Dated: 06/24/2021

PROJECT NAME 2021 Local Street Improvement Program

PROJECT LOCATION S. Chapel Hill Drive and S. 41st Street

CONTRACTOR: Payne & Dolan, Inc.

Contract For City of Franklin

Nature of the Changes:

Curb ramp improvements on S. Chapel Hill Drive and S. 41st Street. Removal of existing deficient curb ramps and installation of new curb ramps meeting ADA requirements. Work includes removal and replacement of adjacent Concrete Curb & Gutter, existing Concrete Sidewalk, and the installation of Curb Ramp Detectable Warning Fields. Add to the contract 17 curb ramps totaling \$49,577.70. Said total is below 15% of contract award amount of \$893,573.09.

Enclosures: See attached.

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$ 893,573.09

Contract price prior to this Change Order \$ 893,573.09

Net Increase resulting from this Change Order \$ 49,577.70

Current contract price including this Change Order \$ 943,150.79

Net (Increase/Decrease) in time resulting from this Change Order None
(Days)

The above changes are Approved by:

Mayor City Clerk Contractor: Payne & Dolan, Inc

By: Stephen R. Olson By: Sandra L. Wesolowski By: Kurt Postotnik

Date: _____ Date: _____ Date: _____

Director of Finance & Treasurer City Attorney

By: Paul Rotzenberg By: Jesse A. Wesolowski

Date: _____ Date: _____

The work indicated in the Contract Change Order #1 includes work in the following existing and proposed contract items

Existing Items – Add 272 LF to ITEM NO 8

Proposed Items – Add ITEM NO 15, ITEM NO. 16

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
ITEM NO 8	REMOVE/REPLACE CONCRETE CURB & GUTTER	LF	272	\$59.10	\$16,075.20
ITEM NO. 15	REMOVE/REPLACE CONCRETE SIDEWALK 5-INCH	SF	2,007	\$12.50	\$25,087.50
ITEM NO. 16	CURB RAMP DETECTABLE WARNING FIELD YELLOW	EACH	17	\$495.00	\$8,415.00
				TOTAL	\$49,577.70

EXISTING CONTRACT ITEMS:

ITEM NO 8 – REMOVE/REPLACE CONCRETE CURB & GUTTER

This work shall consist of removing and replacing existing concrete curb and gutter. The anticipated removal and replacement shall occur on marked sections along streets to be resurfaced. The removal of the existing curb and gutter shall be done without causing any damage or displacement to the remaining sections. The removal shall be to existing joints or to a new saw cut of sufficient depth to prevent random cracking. A road saw is required to achieve a through cut.

All soft or unsuitable material in the subgrade shall be removed and replaced with suitable material and thoroughly compacted. This stabilization is to be paid for under Item No. 6. The forms shall be of the full depth of the required curb and gutter sections and shall be securely fastened. Flexible or curved forms of the proper radius shall be used for the curves.

The replacement of curb and gutter is to be performed within a week after removing defected curb and gutter.

The replacement curb and gutter shall be formed to match the existing curb and gutter cross-section continuously and uniformly throughout the new construction. Replacement curb and gutter shall be tied to existing with two No. 4 rebars 12 inches in length as detailed in these specifications. Joints in the newly constructed curb and gutter shall be formed or sawed to a two- (2-) inch depth before any shrinkage cracking takes place and the spacing shall be not less than six (6) feet nor greater than 10 feet.

Expansion joints shall be formed with a minimum of ¾-inch joint filler set at right angles to the top and back of the curb and located about five (5) feet on each side of every inlet or at locations where tangent and radial curb and gutter meet. The newly placed concrete shall be protected by covering, or cured by spraying all exposed surfaces with curing compound to the required coverage.

Concrete shall be Grade A2, air entrained and shall meet the following requirements:

- Minimum cement content – bag per cubic yard 6.0 for curb and gutter. If necessary drives shall be poured in halves to allow owner access or poured with 7 bag mix for three day cure.
- Compressive strength after 28 days cured 3,500 psi (faster for approaches)
- Maximum amount of water per sack of cement 6.0 gallons.
- Size of coarse aggregate required Size No. 1
- Slump 1 inch – 3 inches
- Air Content 3.0% – 7.0%.

The removal of curb and gutter and construction of its replacement shall be done with a minimum of disturbance to the grass terrace or driveway pavement area behind the curb and gutter. Road pavement abutting curb and gutter removed and replaced shall be saw cut and replaced full depth of 18 to 24 inches to match existing thickness of asphalt and ground from flange to allow for layered plate compaction. Grassed terrace area to be restored by the contractor with four (4) inches of tamped top soil. The restoration of the disturbed areas of the terrace behind the curb and gutter shall be with seed and mulch per City requirements. The cost of all restoration shall be included in the price of the curb and gutter removal and replacement. The payment for this work shall be by the actual lineal feet measured along the flow line of the gutter of placed or replaced curb and gutter.

PROPOSED CONTRACT ITEMS:

ITEM NO 15 – REMOVE/REPLACE CONCRETE SIDEWALK 5-INCH

This work shall consist of removing and replacing existing concrete sidewalk 5-inch. Grading and subgrade preparation shall be included in this item. Turf and cut to subgrade removal and disposal shall also be included in this item. Curb ramps shall be installed at pedestrian crossings. The existing concrete curb and gutter adjacent to curb ramps shall be removed and replaced in accordance with Item No. 8.

Concrete sidewalk shall be installed in accordance with the City of Franklin Design Standards and Construction Specifications dated July 2017 and Federal American Disability Act Standards.

All soft or unsuitable material in the subgrade shall be removed and replaced with suitable material and thoroughly compacted. This stabilization is to be paid for under Item No. 6.

The replacement of concrete sidewalk is to be performed within a week after removing existing concrete sidewalk.

The removal of concrete sidewalk and construction of its replacement shall be done with a minimum of disturbance to the grass area adjacent to the concrete sidewalk. Grassed area to be restored by the contractor with four (4) inches of tamped top soil. The restoration of the disturbed grassed areas shall be with seed and mulch per City requirements. The cost of all restoration shall be included in the price of this item.

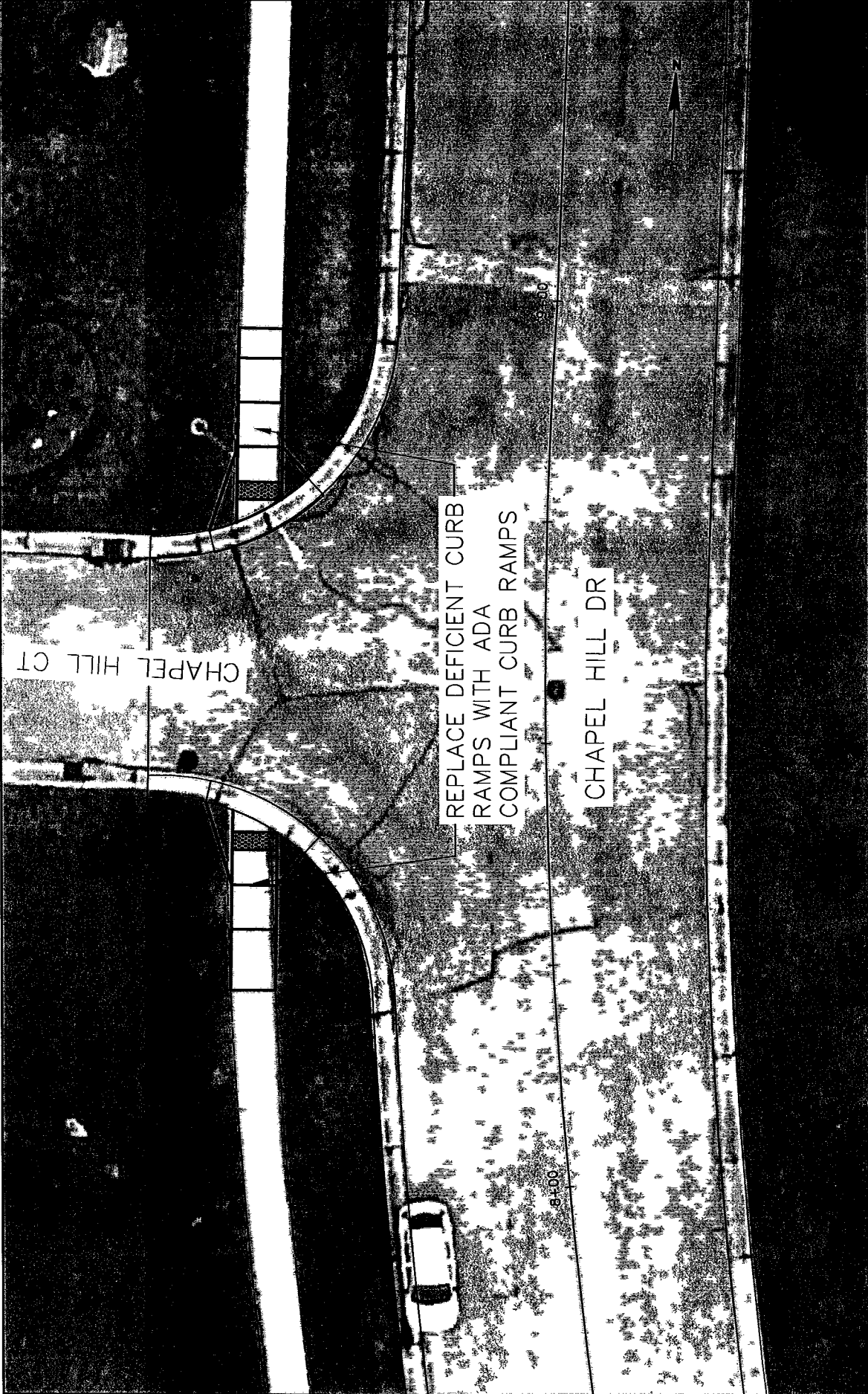
Payment for this item shall be made per square foot of 5-inch concrete sidewalk installed at the unit bid price.

ITEM NO 16 – CURB RAMP DETECTABLE WARNING FIELD YELLOW

This work shall consist of embedding detectable warning field arrays in plastic concrete conforming to manufacturer-recommended procedures. Do not install on hardened concrete. Do not field cut plates except where the ends of the radial arrays abut ramp edges. Smooth the edges of field cuts.

Curb ramp detectable warning fields shall be furnished cast iron detectable warning fields for curb ramps from the Wisconsin Department of Transportation Approved Products List for the color defined in the bid item.

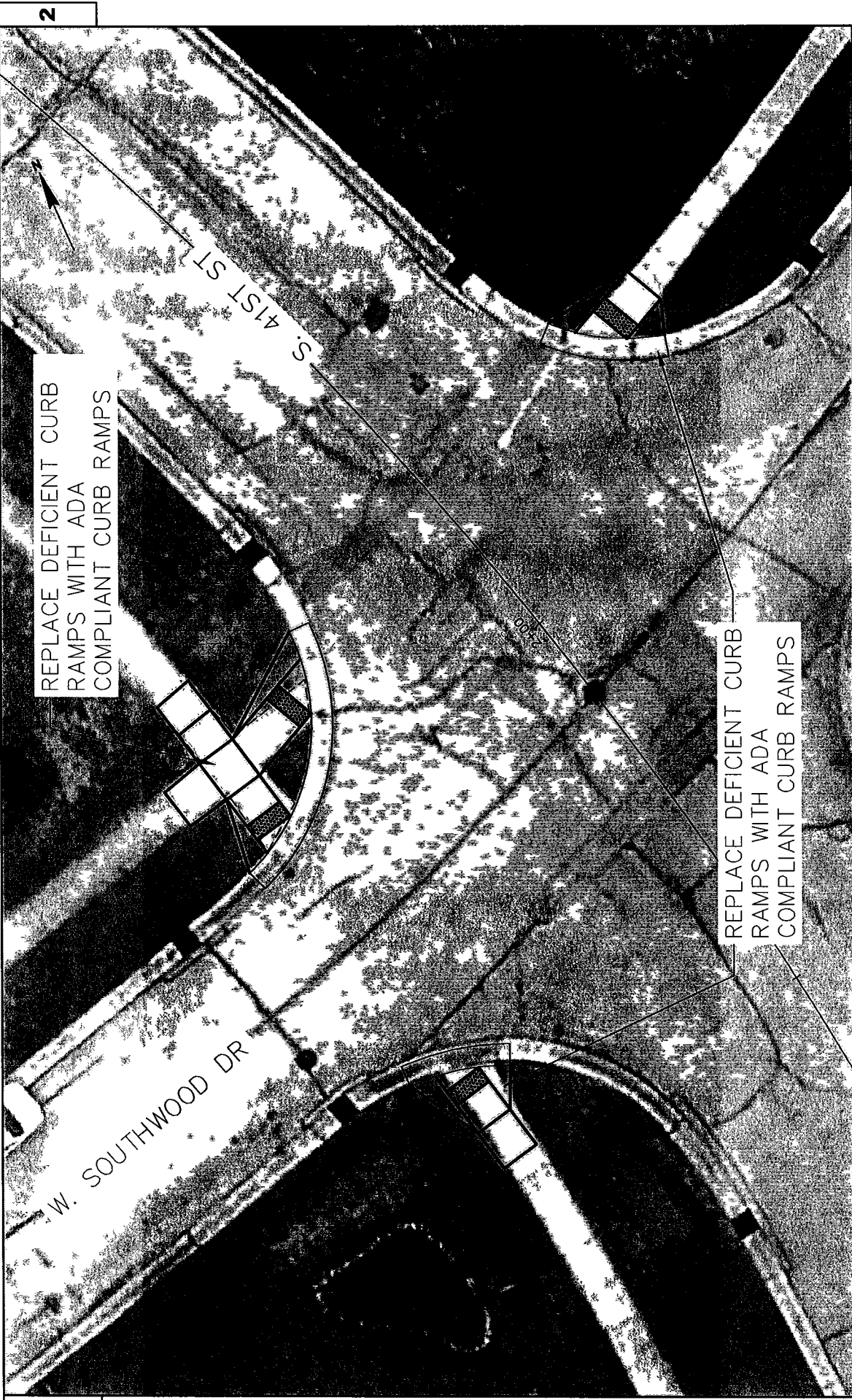
Measurement and payment for this item shall be made by each curb ramp with detectable warning field acceptably completed.



PROJECT 2021 LSIP CHAPEL HILL DR CITY OF FRANKLIN CURB RAMPS, CHAPEL HILL DR/CHAPEL HILL CT SHEET E

FILE NAME L:\TYLER\ROAD PROGRAM 2021\CURB RAMPS\2021-ROADPROGRAM-PAVEMENT.DWG PLOT BY TYLER BENNUCH PLOT NAME CHAPEL HILL DR/CHAPEL HILL CT PLOT SCALE 1 IN=10 FT WISDOT/CADDS SHEET 42

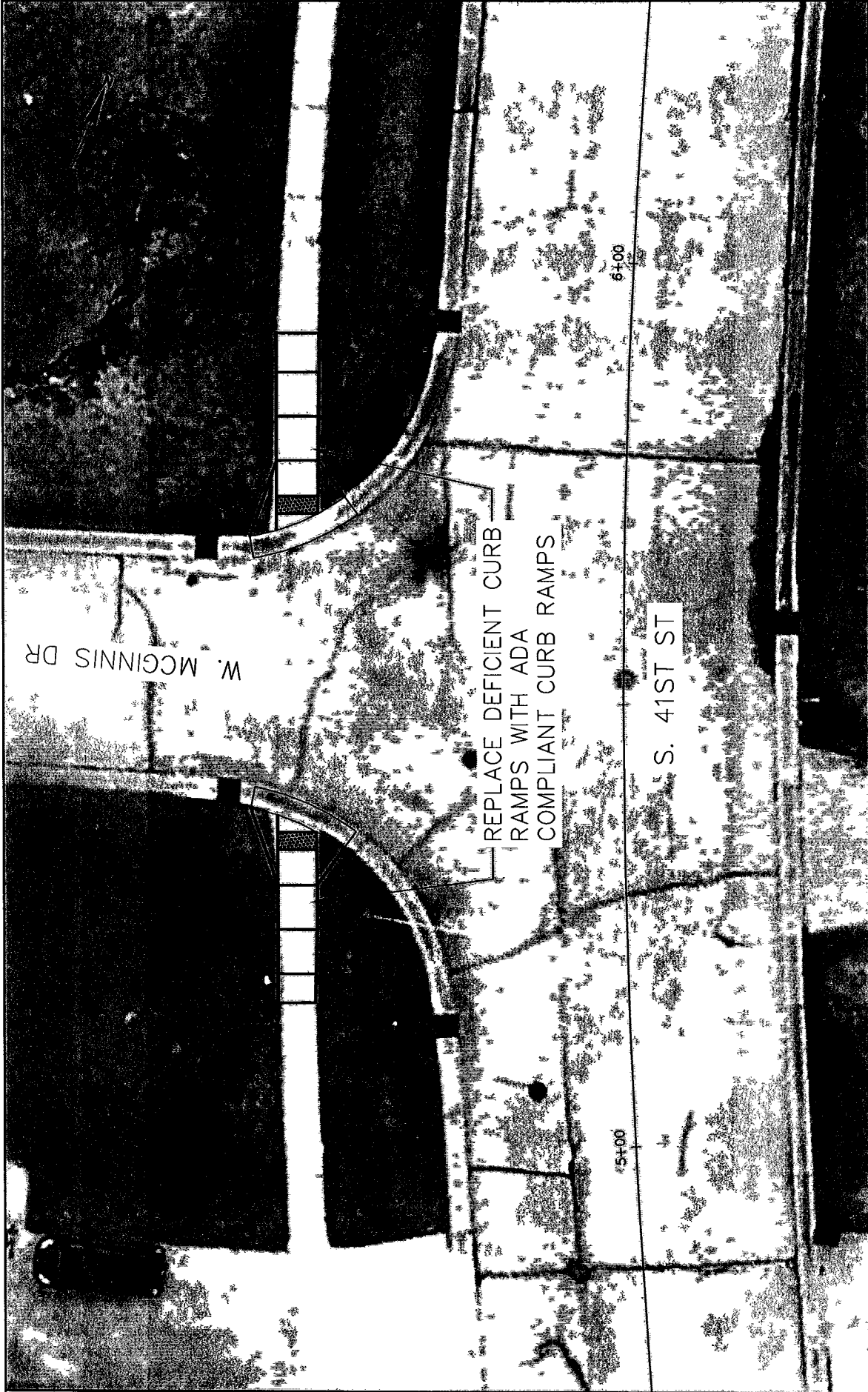
PLOT DATE 7/1/2021 2:34 PM



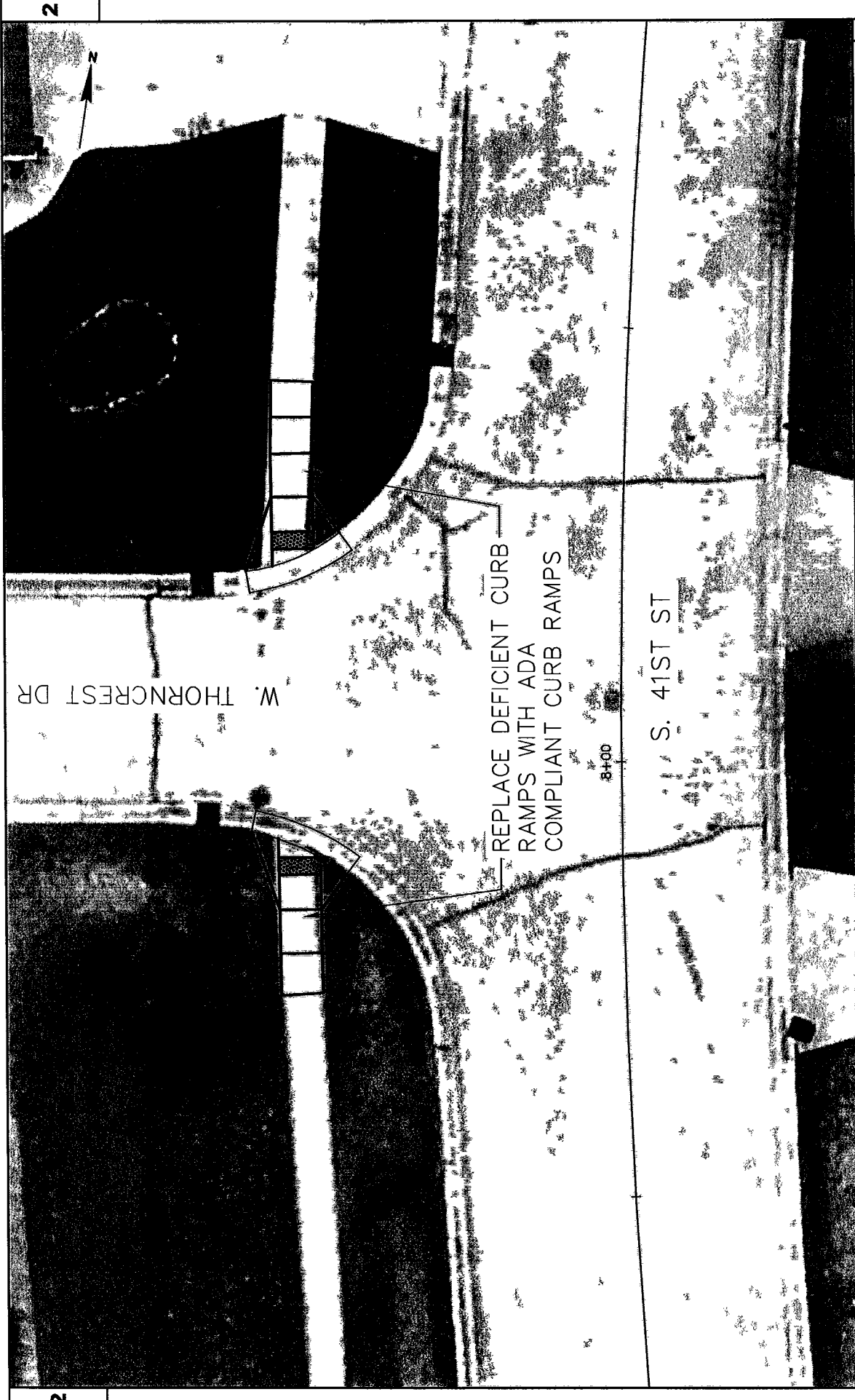
REPLACE DEFICIENT CURB
RAMPS WITH ADA
COMPLIANT CURB RAMPS

REPLACE DEFICIENT CURB
RAMPS WITH ADA
COMPLIANT CURB RAMPS

PROJECT	2021 LSIP	S. 41ST ST	CITY OF FRANKLIN	7/7/2021 2:18 PM	7/7/2021 2:18 PM	TYLER BENLICH	TYLER BENLICH	SOUTHWOOD DR	1 IN 10 FT	SHEET
FILE NAME	L:\TYLER\ROAD PROGRAM 2021\CURB RAMPS\2021-ROADPROGRAM-PAVEMENT.DWG									
LAYOUT NAME	- 41ST-SOUTHWOOD									
										WISDOT/CADDS SHEET 42



PROJECT	2021 LSIP	S. 41ST ST	CITY OF FRANKLIN	8888 RAMPS: S 41ST ST/W MCGINNIS DR	SHEET
FILE NAME	L:\TYLER\ROAD PROGRAM 2021\CURB RAMPS\2021-ROADPROGRAM-PAVEMENT.DWG				
LAYOUT NAME	- 41ST-MCGINNIS				
PLOT DATE	7/1/2021 2:24 PM	PLOT BY	TYLER BENLICH	PLOT NAME	
				PLOT SCALE	1 IN. = 10 FT
					WISDOT/CADDS SHEET 42



2

2

PROJECT 2021 LSIP

CITY OF FRANKLIN

CURB RAMP: S. 41ST ST/W THORNCREST DR

SHEET

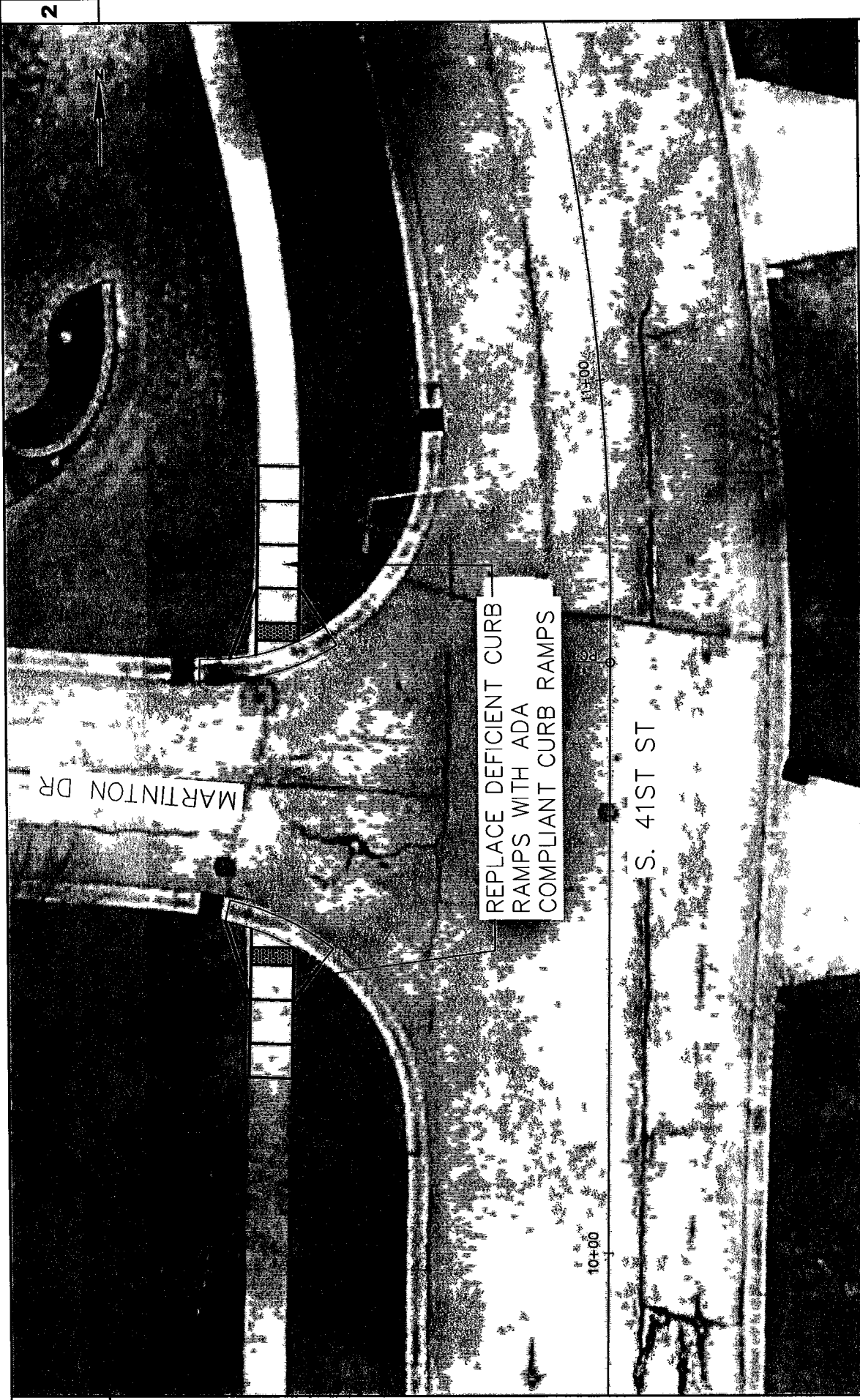
FILE NAME: \\TYLER\ROAD PROGRAM\2021\ROADPROGRAM-PAVEMENT\ONG LAYOUT NAME - 41ST-THORNCREST

PLOT DATE: 7/1/2021 2:27 PM

PLOT BY: TYLER BENLICH

PLOT SCALE: 1" = 10' FT

WISDOT/CADDIS SHEET 42



2

2

SHEET E

PLOT SCALE 1 IN=10 FT

CURB RAMP: S. 41ST ST/MARTIN DR

PLOT BY TYLER BENLICH

CITY OF FRANKLIN

S 41ST ST

PROJECT 2021 LSIP

FILE NAME L:\TYLER\ROAD PROGRAM\2021\CURB RAMP\2021-ROADPROGRAM-PAVEMENT.DWG
PROJECT NAME - 41ST-MARTIN WISDOT/CADD SHEET 42

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE July 6, 2021
REPORTS AND RECOMMENDATIONS	RESOLUTION TO GRANT AN UNDERGROUND ELECTRIC DISTRIBUTION EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY FOR CITY OF FRANKLIN COMMUNITY DEVELOPMENT AUTHORITY-OWNED PARCEL AT 10200 S. 52ND ST. AND W. OAKWOOD PARK DR. (PARCEL NO. 931-0022-000)	ITEM NUMBER G.11.

BACKGROUND

Wisconsin Electric Power Company, doing business as WE Energies needs a Distribution Easement Underground. Wisconsin Electric Power Company is requesting an easement for the installation of the services to the City of Franklin Business Park.

The easement is on a parcel used for stormwater detention. Many years ago, the underground electric lines were installed outside of an easement prepared for their use. Only recently was this noticed by WE Energies and they informed Staff of the issue.

ANALYSIS

Staff researched the issue and if the City does not grant the easement, WE Energies is prepared to file for a prescriptive easement since it has been in place for a sufficient amount of time.

The utility is needed for the benefit of the businesses in the Franklin Business and Industrial Parks.

FISCAL NOTE

There is no fiscal impact for this easement.

OPTIONS

- A. Authorize Staff to execute the enclosed easement.
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(Options A) Adopt Resolution 2021- _____ a resolution to grant an underground electric distribution easement to Wisconsin Electric Power Company for City of Franklin Community Development Authority-owned parcel at 10200 S. 52nd Street and W. Oakwood Park Drive (Parcel No. 931-0022-000).

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

**RESOLUTION TO GRANT AN UNDERGROUND ELECTRIC DISTRIBUTION
EASEMENT TO WISCONSIN ELECTRIC POWER COMPANY
FOR CITY OF FRANKLIN COMMUNITY DEVELOPMENT AUTHORITY-OWNED
PARCEL AT 10200 S. 52ND ST. AND W. OAKWOOD PARK DR.
(PARCEL NO. 931-0022-000)**

WHEREAS, an underground distribution easement is required from the City from Wisconsin Electric Power Company at 10200 S. 52nd Street and Oakwood Park Drive for the installation of services to the City of Franklin Business Park.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to grant such easement and therefore the Mayor and City Clerk are hereby authorized and directed to execute this distribution easement underground accepting it on behalf of the City.

BE IT FURTHER RESOLVED, that the City Clerk is directed to record said easement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2021, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

GEM/db

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4646857** IO NO. **5450**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **THE CITY OF FRANKLIN COMMUNITY DEVELOPMENT AUTHORITY**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as the west twelve (12) feet of **Outlot 1, Block 5, Franklin Business Park**; also being a part of the **Southwest ¼ of Section 26, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin**.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM P129
PO BOX 2046
MILWAUKEE, WI 53201-2046

931-0022-000
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.

Grantor:

**THE CITY OF FRANKLIN COMMUNITY DEVELOPMENT
AUTHORITY**

By: _____

(Print name and title): Stephen R. Olson, Mayor

By: _____

(Print name and title): Sandra L. Wesolowski, City Clerk

Acknowledged before me in Milwaukee County, State of Wisconsin, on _____, 2021,
by Stephen R. Olson, the Mayor,
and by Sandra L. Wesolowski, the City Clerk.

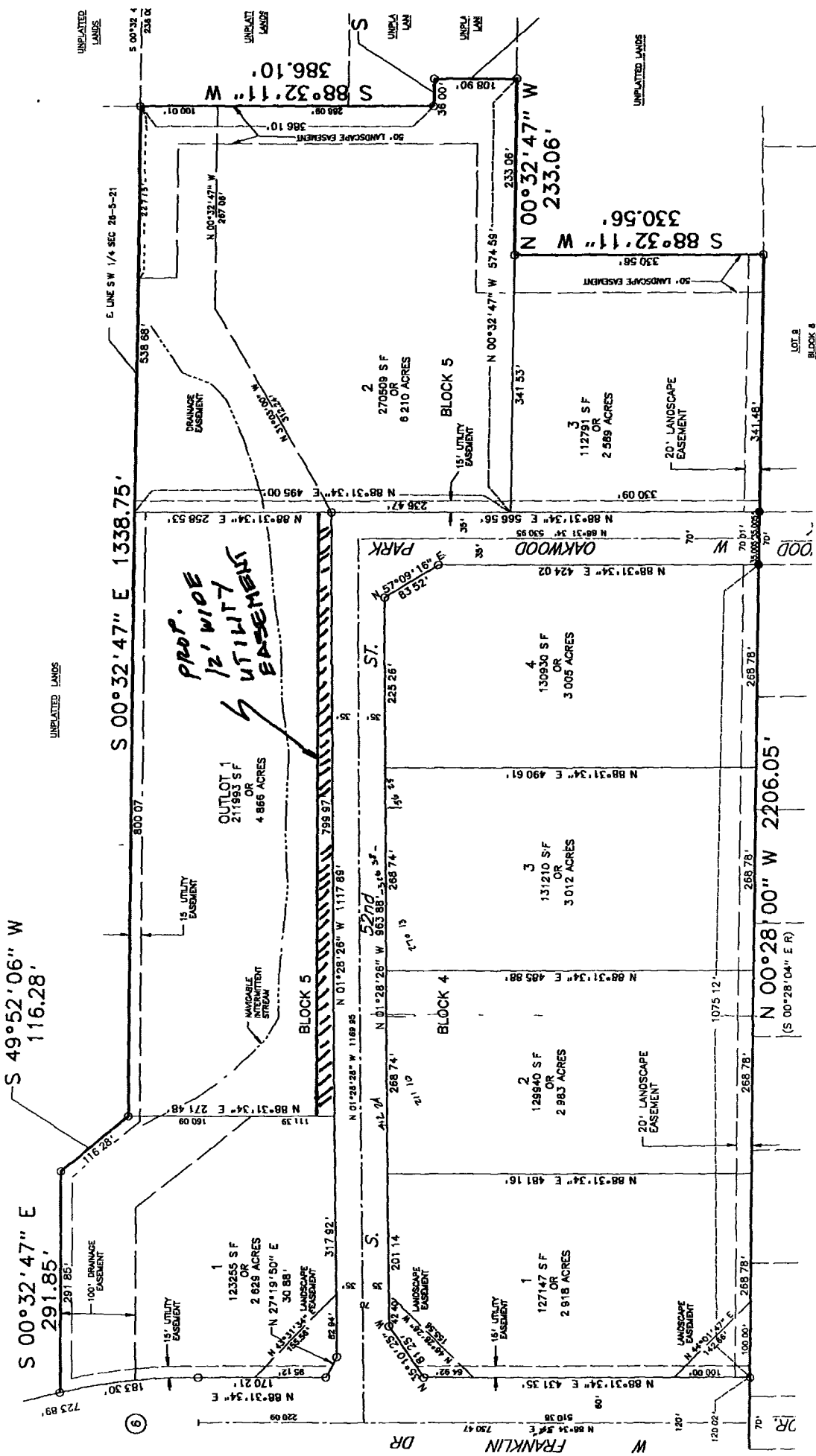
of THE CITY OF FRANKLIN COMMUNITY DEVELOPMENT AUTHORITY.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____



FRANKLIN DR W

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APPROVAL <i>Slee</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 6, 2021
Reports & Recommendations	RESOLUTION TO ISSUE CHANGE ORDERS NO. 2 AND NO. 3 TO STAAB CONSTRUCTION CORPORATION FOR THE FRANKLIN CORPORATE PARK WASTEWATER PUMPING STATION PROJECT FOR AN INCREASE OF \$18,031.73	ITEM NO. G.12.

BACKGROUND

The Franklin Corporate Park Wastewater Pumping Station Project was constructed within Tax Increment District No. 4 (TID 4). TID 4 and the newly created overlapping TID 8 is in the southeast corner of the City (area bounded by S. 27th Street, W. Oakwood Road, W. County Line Road and west of the W. Elm Road terminus). Staab Construction Corporation is the contractor for this project.

There was an issue in June 2020 that required Staab to perform some extra work involving the Owner supplied equipment (USEMCO) not being constructed to accommodate the rest of the lift station layout. Note that USEMCO corrected the mistake with their equipment at their cost. During that process of modification, the City Inspection staff requested additional piping and that effort by Staab was \$3,126.00. Given the minimal amount of the change order, the other small construction items requiring field directives (now included in Change Order No. 3), and the proximity to the closure of TID 4's expenditure period, Change Order No. 2 was held for processing at the Common Council level.

Change Order No. 3 is primarily adjustments in installed quantities and an extension to the contract time for substantial and final completion. This project has not been able to be closed out because the station has not performed as expected. The contractor- Staab, equipment manufacturers/suppliers, the engineer- Ruckert & Mielke, and Utility Staff have spent significant time testing, tweaking, and theorizing why the station was not performing as expected.

Credit Dan Schacht, Operator II that realized the equipment was being asked to defy a law of physics. Amidst the last-minute relocation of the station, the engineers did not recheck that the centrifugal pumps had enough net positive suction head (NPSH). NPSH is the ability for a pump to pull liquid up to its impellers. The maximum depth in conjunction with the other design variables was exceeded and caused cavitation within the system.

During the discussions on how to solve the issue, Ruckert & Mielke agreed to pay the contractor directly for the materials and effort to make the necessary changes. Those changes are estimated to be over \$8,000. In addition, Staff expressed an interest to upgrade and relocate some check valves. While not necessary for the successful operation of the pump station, the proposed valves are an upgrade in quality and will provide better accessibility when they need routine maintenance. Upgrading and relocating the valves at Franklin's request is the only material and work included in this Change Order No. 3 related to the modifications.

ANALYSIS

Previous Change Order No. 1 was acknowledging a delay in land acquisition and a Force Majeure Notice from Staab in April 2020. No changes to contract time nor contract price were needed to accommodate the global pandemic issues.

Current Change Order No. 2 is an increase of \$3,126.00 to the contract price and no increase in contract time.

Current Change Order No. 3 is an increase of \$14,905.73 to the contract price and an increase in contract time of 40 days (September 24, 2020) for substantial completion and 315 days (July 31, 2021) for final completion.

OPTIONS

- A. Authorize Change Orders No. 2 and No. 3 to Staab Construction Corp. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

TID4's expenditure period is over. This project also serves the needs for TID 8 and staff proposes that the TID 8 encumber these costs. TID 4 costs for this project would remain frozen at \$870,126.00. TID 8 will encumber $\$3,126.00 + \$14,905.73 = \$18,031.73$.

RECOMMENDATION

(Option A) Resolution 2021-_____, a resolution to issue Change Orders No. 2 and No. 3 to Staab Construction Corporation for the Franklin Corporate Park Wastewater Pumping Station Project for an increase of \$18,031.73.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2021 - _____

RESOLUTION TO ISSUE CHANGE ORDERS NO. 2 AND NO. 3 TO STAAB
CONSTRUCTION CORPORATION FOR THE FRANKLIN CORPORATE PARK
WASTEWATER PUMPING STATION PROJECT FOR IN INCREASE OF \$18,031.73

WHEREAS, Staab Construction Corporation was awarded construction contracts for the Franklin Corporate Park Wastewater Pumping Station Project on January 21, 2020; and

WHEREAS, changes required and requested by Staff during construction required Staab to perform additional work not shown on the plans; and

WHEREAS, some changes were a result of significant investigation efforts that delayed substantial completion previously anticipated on August 14, 2020, and final completion previously anticipated on September 18, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Staab Construction Corp. be issued Change Orders No. 2 and No. 3 modifying the contractual dates for Substantial Completion to September 24, 2020, and for Final Completion to July 30, 2021; and

BE IT FURTHER RESOLVED that the amount of the contract be increased by +\$3,126.00 in Change Order No. 2 and +\$14,905.73 in Change Order No. 3 for a total increase of +\$18,031.73.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Change Order No. Two (2)

Date of Issuance. June 10, 2020	Effective Date:	Upon Owner Approval
Contract. Franklin Corporate Park Wastewater Pumping Station	Owner:	City of Franklin
Contractor: Staab Construction Corp	Engineer:	Ruekert & Mielke, Inc.
Address: 1800 Laemle Ave	Engineer's Project No.:	58-10013.305
Marshfield, WI 54449	Effective Date of Contract:	February 21, 2020

The Contract is modified as follows upon execution of this Change Order:

Description:

Staab's cost of labor to build the pipe assembly located inside the Pump Station Support Building

Reason for Change Order:

Miscommunication with building manufacturer (USEMCO) prevented access to area below pipe assembly where force main enters building. USEMCO corrected the mistake at their cost, but the valve assembly must be built on site as a result.

Attachments:

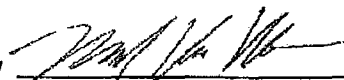
Quote from Staab Construction Corp. to complete pipe assembly work.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>867,000.00</u>	Original Contract Times: Substantial Completion: <u>June 1, 2020</u> Ready for Final Payment: <u>June 21, 2020</u> days or dates
Increase/Decrease from previously approved Change Order No. <u>1</u> : \$ <u>0.00</u>	Increase/Decrease from previously approved Change Order No. <u>1</u> : Substantial Completion: <u>74</u> Ready for Final Payment: <u>89</u> days
Contract Price prior to this Change Order: \$ <u>867,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 14, 2020</u> Ready for Final Payment: <u>September 18, 2020</u> days or dates
Increase of this Change Order. \$ <u>3,126.00</u>	Increase/Decrease of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order. \$ <u>870,126.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 14, 2020</u> Ready for Final Payment: <u>September 18, 2020</u> days or dates

RECOMMENDED.

ACCEPTED:

ACCEPTED


By 
Engineer (Authorized Signature)

Mark B Van Weelden, P E
Ruekert & Mielke, Inc

Date: June 10, 2020

By SEE ATTACHED ADDITIONAL
Owner (Authorized Signature)
SIGNATURE PAGE

Date: _____

By 
Contractor (Authorized Signature)
Kevin J. Leick, Sr. Vice
President

Date: 6-10-20

00 63 63-1

06/10/20

Ruekert & Mielke, Inc.

Attached Additional Signature Page for
Franklin Corporate Park Wastewater Pumping Station Change Order No. 3 to Staab Corporation

CITY OF FRANKLIN, WISCONSIN

BY: _____

PRINT NAME: Stephen R. Olson

TITLE: Mayor

DATE: _____

BY: _____

PRINT NAME Paul Rotzenberg

TITLE Director of Finance and Treasurer

DATE: _____

BY: _____

PRINT NAME Sandra L. Wesolowski

TITLE: City Clerk

DATE: _____

Approved as to form

Jesse A. Wesolowski, City Attorney

DATE _____



Staab PM Change Order Estimate

MARK VAN-WEELDEN
 RUEKERT MIELKE
 W233 N2080 RIDGEVIEW PARKWAY, SUITE 300
 WAUKESHA, WI 53188

File: 4581- CO
 Date: 06/09/2020
 Project: 4581- FRANKLIN CORP PARK PUMP STATION
 Re: Assembly of Prefab Building piping and Drain Piping

PCO: 02 PCO Item #: 01

Phase	Description	Comments	Qty	UM	Material	Indirect	Rent	Hours	Rate	Labor	Sub	Equip	Totals
10010- -	Supervision		25	CLH				2	120	240			240
400619-508-	8 Flange DI Pipe LBR	Includes 2 plug valves, 2 check valves, 2 90 elbows, 1 cross, 1 Blind flange and 3 spools	11	PCS				17	109	1,853			1,853
400523-502-	Air Release Vent Line	Includes installing the air release valve and associated piping	4	HRS				4	109	436			436
400531-002-	Buried Plastic Pipe Materials	one additional stick of pipe one weye one 90, and appropriate drain cover	20	LF	110								110
400531-204-	4 Buried PVC Pipe LBR	Time to install pipe and fittings below slab. I have not included any additional pipe excavation or backfill.	18	LF				4	109	436			436
	Total Cost				110			27		2,965			3,075
	Percent Margin				15.00%								
	Margin				17								17
	Contract Price Sub-Total				127					2,965			3,092
12200- -	BONDS												34
	Adjustment (Margin)												1
	Contract Price Total												3,126

Clarifications / Exceptions:

Project Manager: *Jordan Lisowe*
 JORDAN LISOWE jordanlisowe@staabco.com
 p 715-387-8429306 f 715-384-4846

The contract completion date to be increased TBD calendar days.
 Price subject to change after 30 days.

Date of Issuance: May 27, 2021	Effective Date	Upon Owner Approval
Contract Franklin Corporate Park Wastewater Pumping Station	Owner	City of Franklin
Contractor. Staab Construction Corp.	Engineer.	Ruekert & Mielke, Inc
Address 1800 Laemle Ave	Engineer's Project No.	58-10013.305
Marshfield, WI 54449	Effective Date of Contract.	February 21, 2020

The Contract is modified as follows upon execution of this Change Order.

Description

Final change order to resolve all outstanding changes in contract price and contract times

Reason for Change Order.

This final change order finalizes changes to the Contract Times to reflect the actual schedule of substantial completion and readiness for final payment. This change order also adjusts allowance costs from the estimated values included in the contract to the actual allowance costs. Finally, this change order resolves all outstanding change orders related to the work including minor electrical changes, an increase in the amount of asphalt placed on site, and the check valve retrofit into the wet well.

Note the analysis provided by Staab Construction Corporation on PCO 07 (Check Valve Retrofit). This estimates the value of the retrofit work at \$8,045 and the value of the work that would have been completed during normal construction at \$12,299. Per discussions with City staff, Ruekert & Mielke, Inc. would cover the cost of the retrofit (\$8,045) through credit in the next invoice issued to the City.

Attachments:

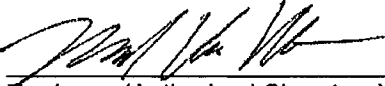
Summary of final allowance costs, electrical change orders (3-4), asphalt change order (5), and check valve retrofit change order (7) provided by Staab Construction Corp.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ 867,000.00	Original Contract Times. Substantial Completion <u>June 1, 2020</u> Ready for Final Payment <u>June 21, 2020</u> days or dates
Increase/Decrease from previously approved Change Order No. 2 \$ 3,126.00	Increase/Decrease from previously approved Change Order No. 1 Substantial Completion. <u>74</u> Ready for Final Payment <u>89</u> days
Contract Price prior to this Change Order \$ 870,126.00	Contract Times prior to this Change Order: Substantial Completion <u>August 14, 2020</u> Ready for Final Payment <u>September 18, 2020</u> days or dates
Increase of this Change Order \$ 14,905.73	Increase/Decrease of this Change Order: Substantial Completion: <u>40</u> Ready for Final Payment <u>315</u> days or dates
Contract Price incorporating this Change Order \$ 885,031.73	Contract Times with all approved Change Orders: Substantial Completion: <u>September 24, 2020</u> Ready for Final Payment <u>July 30, 2021</u> days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
Engineer (Authorized Signature)

Mark B. Van Weelden, P.E.
Ruekert & Mielke, Inc.

Date: May 27, 2021

By: SEE ATTACHED ADDITIONAL
SIGNATURE PAGE
Owner (Authorized Signature)

Date: _____

By: Kevin Fischer
Contractor (Authorized Signature)

Kevin Fischer, VP
Staab Construction Corp.
May 28th, 2021

Date: _____

Attached Additional Signature Page for
Franklin Corporate Park Wastewater Pumping Station Change Order No. 2 to Staab Corporation

CITY OF FRANKLIN, WISCONSIN

BY: _____

PRINT NAME Stephen R Olson

TITLE Mayor

DATE: _____

BY: _____

PRINT NAME: Paul Rotzenberg

TITLE: Director of Finance and Treasurer

DATE: _____

BY: _____

PRINT NAME Sandra L Wesolowski

TITLE City Clerk

DATE: _____

Approved as to form:

Jesse A Wesolowski, City Attorney

DATE _____

SCADA Allowance



October 8, 2020

Mr. David Beyer
Ruekert & Mielke
W233 N2080 Ridgeview Parkway
Waukesha, WI 53188

Dear Mr. Beyer

1. BASIS OF PROPOSAL

Provide components and installation for the Franklin Corporate lift station.

2. GENERAL SCOPE OF WORK

2.1. PROCEDURES

2.1.1. Antenna/Radio

- 2.1.1.1. Install an 1-1/2" rigid 25' mast for the new antenna.
- 2.1.1.2. Provide a wall penetration for the conduit to the control panel.
- 2.1.1.3. Provide and install stainless steel strut and threaded rod for the mast supports.
- 2.1.1.4. Provide and install one (1) Laird 450-470Mhz 10.2 dB 6 element.
- 2.1.1.5. Provide and install LMR-400 coaxial cable.
- 2.1.1.6. Provide and install one (1) MDS SD4 Serial Radio with DIN rail bracket. (SD04_MDCEsnnsnn)
- 2.1.1.7. Provide and install one (1) PolyPhaser bulkhead arrestor.
- 2.1.1.8. Provide and install one (1) 3' jumper type "N" to "TNC".
- 2.1.1.9. Provide and install an independent power supply for the radio.

SCADA Allowance

2.1.2. Ethernet

- 2.1.2.1. Provide and install one (1) five port Ethernet switch.
- 2.1.2.2. Provide and install required Ethernet cables.

2.1.3. PLC

- 2.1.3.1. Provide and install one (1) AC input card.
- 2.1.3.2. Provide and install one (1) relay output card.

2.1.4. UPS

- 2.1.4.1. Provide and install one DIN rail mounted receptacle.
- 2.1.4.2. Provide and install one (1) APC BX1500M UPS.

2.1.5. Warning Light

- 2.1.5.1. Provide and install a 24vdc Red LED warning light on the mast.

2.1.6. Security

- 2.1.6.1. Provide and install one alarm enable/disable switch on the control panel door.
- 2.1.6.2. Provide and install two (2) Allen-Bradley limit switches one for each door.
- 2.1.6.3. Provide and install PVC conduit and wiring for the door switches.

2.1.7. Exhaust Fan

- 2.1.7.1. Existing thermostat for the exhaust fan will be brought back as an input to the PLC.
- 2.1.7.2. Provide and install an isolation control relay for the exhaust fan.
- 2.1.7.3. Integration to the door switches, security enable/disable switch, thermostat and delay timer through PLC programming by others.

2.1.8. Pressure Transducer

- 2.1.8.1. Provide a Endress Hauser Cerabar S PMP71 Pressure Transmitter. (PMP71-ABT1P61RAAAA) (Installation by others)

SCADA Allowance

2.1.8.2. Provide and install PVC conduit and wiring for the pressure transmitter.

3. MATERIALS

Components to be supplied by Terminal-Andrae Inc.

Wiring and labeling as needed.

Updated drawings provided by Terminal-Andrae Inc.

4. SCHEDULE

Regular work week (7:00 AM to 3:30 PM Mon-Fri).

5. PLC REPLACEMENT PRICING

5.1. FEES FOR WRITTEN SCOPE OF WORK

Terminal-Andrae will provide the products and services as defined in the Scope of Work section of this proposal on a Firm Basis as follows:

Terminal-Andrae Firm Price	\$16,535.00
SIXTEEN THOUSAND FIVE HUNDRED THIRTY-FIVE DOLLARS and 00/100	

Plus sales tax if applicable

Should there be any questions, please do not hesitate to contact me at 414-935-5424.

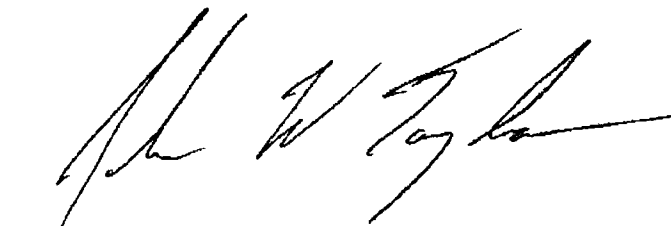
Respectively Submitted:
Terminal-Andrae Inc.

Please sign and return duplicate copy

Accepted for purchaser date ____/____/____

By. _____

Firm _____



John W Taylor
Vice President

JWT/
q2020

This proposal may be withdrawn if not accepted within 30 days from the date listed above.



2110 W. Clybourn St. • Milwaukee, WI 53233

May 25, 2021

Ruekert & Mielke
W233N2080 Ridgeview Pkwy
Waukesha, WI 53188

SCADA Allowance

Attention: Mr. Dave Beyer

Subject: Franklin Corporate Center Lift Station

Dear Mr. Beyer,

Per your request and our site visit, please accept the following proposal for the above-mentioned project.

Lift Station:

1. Provide and install weatherproof limit switch on the wet well opening. Limit switch will be triggered when the hatch is opened.
2. Provide and install weatherproof alarm on exterior of the building. Alarm will be mounted on the junction box on north side of the building.
3. Provide, install and terminate wiring from the control panel to the exterior junction box for the limit switch and the alarm. Programming by R&M
4. Provide and install two wire analog cable in existing conduit from control panel to corner of room. Cable will be terminated/hooked up by others.
5. All work shall be completed during normal working hours (straight time).

TERMINAL-ANDRAE Price for Franklin Corporate Center Lift Station	\$3,115.00
THREE THOUSAND ONE HUNDRED FIFTEEN DOLLARS and 00/100	

Thank you for the opportunity to quote on this project and if you have any questions, please do not hesitate to call.

Please sign and return duplicate copy

Terminal-Andrae Inc.

Accepted for purchaser date ____/____/____

By _____

Firm. _____



SCADA Allowance

564 N 66th Street • Milwaukee, WI 53213-4058
Office: (414) 259-8984 • Fax: (414) 585-0408
Cell: (414) 313-1787
www.redfordllc.com • jim@redfordllc.com

PROPOSAL

Date: September 24, 2020
Attention: Dave Beyer, Ruekert | Mielke, Inc. **Quote:** JBR200924-1
Project: Franklin Corp Center LS SCADA Data Integration **Version:** 1
Location: Franklin, Wisconsin

This proposal is based upon the information available at the time that it was created. Proposal is subject to changes due to changes in project conditions. Please contact factory for updates to proposal if changes are made to the design which may affect this proposal.

SCOPE OF SUPPLY

NO.	ITEM	DESCRIPTION
1.1	SCADA Integration	Configure and test data signals from the Franklin Wonderware Historian into Hach WIMS database. Create Hourly and Daily reports similar to existing Franklin Lift Stations.

SPECIFICALLY EXCLUDED ITEMS

- ✗ Tax(es) [Add if Applicable]
- ✗ Any Items and Services not listed in this Proposal

QUOTATION

Total NET Price for Equipment and Services: \$2,570.00
----- Two Thousand, Five Hundred Seventy Dollars -----

Thank you for the opportunity to provide this quotation

Respectfully Submitted,
James B. Redford
Redford Data Services LLC
(414) 313-1787 [Mobile]

ACCEPTANCE

Please sign below and return a copy of this proposal to accept terms and conditions and purchase the listed items and services as described herein

Signature Date

Printed Name Customer PO Reference Number

TERMS AND CONDITIONS OF THIS PROPOSAL**ITEMS AND SERVICES**

Scope of Supply is limited to the items and services that are specifically named and/or described within the Quotation.

PRICING AND PAYMENT

Pricing is valid for sixty (60) days. Terms are NET 30 Add 1.5% per month for late payment Pricing is based on the information available at the time of this proposal Pricing includes Items listed in this proposal within the nature outlined in this document Seller may charge partial payments, progress payments, for item(s) as they are available for delivery even if the customer is not ready to receive the item(s).

TAXES

In Wisconsin we will add tax unless customer has provided a resale or exemption certificate with the purchase order. Purchases made outside of Wisconsin, customer is responsible for paying state use tax directly if applicable

PURCHASE

Redford Data Services LLC requires either a signed and returned copy of this proposal or a purchase order which references this proposal Redford Data Services LLC is an equipment supplier and service provider, not a subcontractor, and as such will not accept a subcontract

CANCELLATION

Cancellation of purchase is only allowed with sufficient notice as determined by the seller. Seller may charge a percentage of the total sale price for partial completion occurring prior to order cancellation.

RETURNS AND EXCHANGES

Full or partial returns and/or exchanges are subject to the seller's discretion. Additional charges may be added for exchanges if it is evident that the exchange is due to design or specification errors or inadequacies which are outside of the seller's control or influence Charges for exchanges will be based on the cost(s) for additional time and material as determined by the seller. Additional charges will be added for returns if they are not covered under agreed upon warranties during the warranty period

FORCE MAJEURE

Seller is not responsible for any damages or losses that are due forces outside of its reasonable control These include but are not limited to acts of God, improper handling or storage by purchaser, acts of government or government agencies, floods, fires, lightning strikes, etc Seller will be given adequate time added to project deadlines to provide replacements for items covered under warranty or purchased in addition to original order.

SUBMITTALS

Submittal documents if required and included in this proposal, (CAD drawings, data sheets, and other required information) should be available in 4 to 8 weeks after receipt of purchase. Up to seven (7) Hard Copies and one (1) Electronic Copy if required, will be provided upon request after receipt of purchase Each additional Hard Copy submittal required will be charged at one-hundred dollars (\$100 00) per copy Return of approved submittal and/or signed copy of approved review sheet is treated as notice to begin production Resubmittal(s), if required, will be provided at no additional charge if originals are returned for edits/additions/replacements Resubmittal(s), if required, will be charged at one-hundred dollars (\$100 00) per copy if originals are not returned

EQUIPMENT CABLES

If cables are provided as integral to equipment (e.g. Floats, Transducer Mag Meter Cables) they will be provided at fifty (50) feet length standard Each additional foot will be charged as an adder with pricing being dependent on equipment manufacturer's current rate

DELIVERY

Freight whether prepaid or prepaid & added, is FOB origin Freight for items included in this proposal is provided for shipment to one location The location of delivery is presumed to be either the jobsite or the customer's facility Offloading of equipment upon delivery is not included Customer or Contractor must provide means for offloading equipment. Some equipment may require a crane or forklift to offload, if a machine is required for offloading it is to be provided and scheduled by the Customer or Contractor.

SCHEDULING

A two (2) week notice for scheduling of any site visits is recommended. Technicians who perform start-up and similar duties often have appointments and obligations up to two (2) weeks out. We will try to accommodate with a shorter notice if we have someone available. Scheduling is based on a first come first served basis.

START-UP

If Start-up is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site or phone support is included. A time and material charge will be added for additional site visits if they are due to insufficient facilities or causes outside of the responsibility of Redford Data Services.

WARRANTIES

A one (1) year warranty is provided standard on Redford Data Services provided equipment and services unless specifically modified in the project scope (above). On-site work for warranty covered replacements is not included and will be charged at standard time and material rates as applicable. Warranties may be voided by improper installation, unauthorized modifications, or inadequate storage of provided equipment. Warranty period begins at the time of start-up.

TRAINING

If Training is applicable to this project and listed in the "Scope of Supply" for this proposal, one day of on-site training is included. Additional time required for training will be charged at our standard rates.

OPERATION AND MAINTENANCE MANUALS

Operation and maintenance manuals, if applicable and listed in this proposal, will be available at or after startup of provided equipment. These manuals, if provided, will not be provided until receipt of final payment. Up to four (4) Hard Copies and one (1) Electronic Copy, if required, are included in this proposal. Each additional Hard Copy of Operation and Maintenance required will be charged at one-hundred dollars (\$100.00) per copy.

CONFIDENTIALITY

This proposal has been provided with the confidence that it will not be shared with or presented in whole or in part to anyone who is a competitor of Redford Data Services LLC. The information contained in this document is confidential in nature and is strictly intended to be viewed by customers and official representatives of Redford Data Services LLC and/or specific product lines manufactured by Redford Data Services LLC.

LIABILITY

It is understood and agreed that seller's liability whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by buyer and under no circumstances shall seller be liable for special, indirect or consequential damages. The price stated for the merchandise is a consideration in limiting seller's liability. No action, regardless of form, arising out of the transaction under this agreement may be brought by buyer more than one-year after the cause of action has accrued.

AGREEMENT

By signing and returning or providing a purchase order which references this proposal the purchaser acknowledges that they have read, understand, and agree to the terms and conditions of this proposal. If there are any questions or comments in regards to any of the items, services, terms, or conditions of this proposal please contact Redford Data Services LLC or an official representative as

We Energies
4800 W. Rawson Ave.
Franklin, WI 53132 8707
www.we-energies.com



March 31, 2020

Natural Gas Service Allowance

Glen Morrow
9229 W Loomis Rd
Franklin, WI 53132

Work Request #: 4491653
(for internal use only)

THIS LETTER IS YOUR INVOICE FOR NATURAL GAS SERVICE

3548 County Line Rd , Franklin, WI 53132-8675

Dear Glen Morrow,

You are on your way to having natural gas service installed at your location.

Please review and approve the natural gas service details in this letter, sign at the bottom and return it to me in the enclosed envelope along with your payment. If the information is not correct, please call me right away

Development: n/a

Lot #:

Pressure: 2 PSIG

Total Connected Load (SCFH): 1290

Your next steps are to:

1 Check the enclosed sketch:

- Confirm that the meter location you indicated on your service application is correct.
- If the location of your meter is not correct, call me immediately. There is an additional charge if we have to relocate your meter after it is installed.

2. Send in payment for natural gas service installation if a cost is listed below.

- **The cost for natural gas service installation is: \$7,353.22**
- Additional charges will apply if installation is needed from December 1 through March 31.
- We must receive your payment before we can schedule your installation. Please include the service address with your payment, and send it to us in the enclosed envelope.
- In the event we encounter unusual conditions during the installation of your service, there may be additional charges.
- This amount is valid for 90 days from the date of this letter.

Natural Gas Service Allowance

3. *Send or fax the Ready For Service Card when the site is ready for natural gas service installation.*

- Your construction site is ready for service when requirements 1- 5 on the *Ready For Service Card* are met.
- When we receive your card, we will call you to schedule installation.

4 *Mark private underground facilities.*

- Locate and mark (with stakes, spray paint or flags) or expose any customer-owned underground obstructions or facilities.
- If you are not sure what this includes, please call for more information.
- We Energies and/or its agents will not be held responsible for damage to unmarked, private facilities.

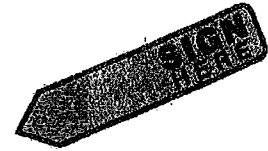
Contact me for all of your natural gas installation needs. I'm here to make sure your questions are answered and any concerns you have are addressed. On behalf of We Energies, I appreciate the opportunity to serve you and look forward to providing you with safe, reliable and reasonably-priced natural gas.

Sincerely,


Ron Bormann

Sr. Service Manager

Phone 414-423-5047



Accepted By: _____

Date _____

We Energies
4800 W. Rawson Ave.
Franklin, WI 53132-8707
www.we-energies.com



March 31, 2020

Electric Service Allowance

Glen Morrow
9229 W. Loomis Rd.
Franklin, WI 53132

THIS LETTER IS YOUR INVOICE FOR ELECTRIC SERVICE
3548 County Line Rd., Franklin, WI 53132

Dear Glen Morrow,

With your returned service application, you are on your way to having electric service installed at your location.

Please confirm that the following electric service details are correct. If not, please call me right away.

Type: New Service	Subdivision: n/a
Class: Underground	Lot #:
Size: 200 amps	Work Request #: 4490496 (for internal use only)
Voltage: 480Y/277V-4W	

Your next steps are to:

1. *Send in payment for electric service installation.*

The cost for electric service installation is: **\$31,895.51**

- ⊗ This includes \$.00 for installation from December 1 through March 31.
- ⊗ We must receive your payment and electrical inspection before we can schedule your installation. Please include the service address with your payment, and send it to us in the enclosed envelope.
- ⊗ In the event we encounter unusual conditions during the installation of your service, there may be additional charges.
- ⊗ This amount is valid for 90 days from the date of this letter.
If an additional cost estimate is needed within 12 months, there will be a charge for preparing the new estimate.

2. *Sign and return one of the enclosed sketches:*

- ⊗ Review, sign and return an enclosed sketch in the envelope provided.
- ⊗ Draw and label any private underground facilities on the sketch.
- ⊗ We must receive your approved and signed sketch before step #3 below.

3. *Send or fax the Ready for Service card when the site is ready for electric service installation.*

- ⊗ Your construction site is ready for service when requirements 1-4 on the *Ready for Service* card are met.
- ⊗ When we receive your card, we will call you to discuss the installation

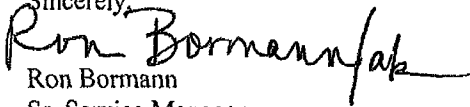
Electric Service Allowance

- 4. Mark private underground facilities.
Locate and mark (with stakes, spray paint or flags) or expose any customer-owned underground obstructions or facilities.
- If you are not sure what this includes, please call for more information.
- We Energies and/or its agents will not be held responsible for damage to unmarked, private facilities.

Contact me for all of your electric installation needs.

I'm here to make sure your questions are answered and any concerns you have are addressed. On behalf of We Energies, I appreciate the opportunity to serve you and look forward to providing you with safe, reliable and reasonably-priced electricity.

Sincerely,



Ron Bormann

Sr. Service Manager

Phone 414-423-5047; Fax 414-423-5060



Staab PM Change Order Estimate

MARK VAN WEELDEN
 RUEKERT MIELKE
 W233 N2080 RIDGEVIEW PARKWAY, SUITE 300
 WAUKESHA, WI 53188

File: 4581- CO
 Date: 08/02/2020
 Project: 4581- FRANKLIN CORP PARK PUMP STATION
 Re: Electrical Seal-off Issue

PCO: 03 PCO Item #: 1

Phase	Description	Comments	Qty	UM	Material	Indirect	Rent	Hours	Rate	Labor	Sub	Equip	Totals
10010- -	Supervision		1	CLH				1	120	120			120
260500- -	Electrical Construction		1	LS							1,172		1,172
	Total Cost							1		120	1,172		1,292
	Percent Margin										5.00%		
	Margin										59		59
	Contract Price Sub-Total									120	1,231		1,351
12200- -	BONDS												16
	Contract Price Total												1,367

Clarifications / Exceptions:

Project Manager: Jordan Lisowe
 JORDAN LISOWE jordan.lisowe@staabco.com
 p. 715-387-8429306 f. 715-384-4846

The contract completion date to be increased TBD calendar days.

Price subject to change after 30 days.

Lisowe, Jordan

From: Todd Hogen <Todd@hogenelectric.com>
Sent: Wednesday, July 29, 2020 8:29 AM
To: Lisowe, Jordan, Mark Van Weelden; Dave Arnott; Lisa Hogen
Subject: [EXTERNAL]Fwd Fwd. Franklin Seal-offs
Attachments: IMG_20200723_124601321.jpg, SCAN2665_000.pdf

Jordan,

Please see below for an explanation of the seal-off issue. Also please see the attached photo and plan sheet calling for the seal-offs.

The additional cost to add the seal-offs is broken down as follows

Material 169

Labor 850

Margin 153

Total \$1172

Please let us know if you have any questions and whether the added cost is acceptable.

Thanks,

Todd Hogen, Pres.
Hogen Electric, Inc.
262-670-5500

Be kinder than necessary, for everyone you meet is fighting some kind of battle. Live simply, love generously, care deeply, speak kindly, and leave the rest to God. ~ Philo ~

----- Forwarded Message -----

Subject:Fwd: Franklin Seal-offs

Date:Fri, 24 Jul 2020 06.31 49 -0500

From:Bill Schmitt <bill@hogenelectric.com>

To:Arnott, David <DArnott@ruekert-mielke.com>, Van Weelden, Mark <MVanWeelden@ruekert-mielke.com>

CC:Todd Hogen <Todd@hogenelectric.com>

Dave/Mark,

Please see attached. Code requires seal-offs before the conduits enter the building. The normal location for the seal-offs are between the junction box and the Pump Control Panel as your one line drawing shows. It is done this way so the City

guys can pull the pump and float cables out **without having to chisel out the seal-offs**. The building manufacture did not install the seal-offs. Please let us know how you would like us to proceed.

Thanks,

Bill

----- Forwarded Message -----

Subject:Franklin

Date:Fri, 24 Jul 2020 06:14:28 -0500

From:bill@hogenelectric.com

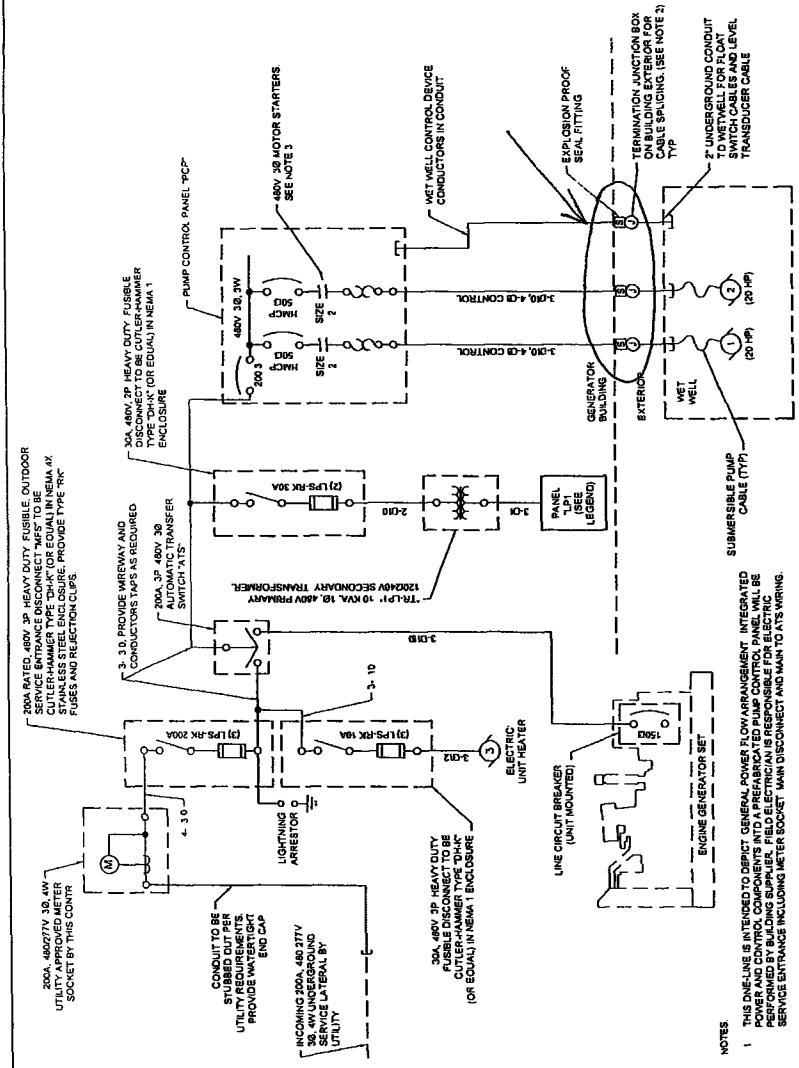
To:Bill Schmitt <bill@hogenelectric.com>

NO.	REVISION	DATE	BY	DESCRIPTION
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Ruekert • Mielke
 Waukesha Wisconsin
 Global Water Center
 Fox Valley
 21. The Electrical

FRANKLIN CORPORATE PARK PUMP STATION
 CITY OF FRANKLIN
 MILWAUKEE COUNTY WISCONSIN
 ELECTRICAL DIAGRAMS

COMPILED BY: J. MIELKE
 DRAWN BY: J. MIELKE
 CHECKED BY: J. MIELKE
 DATE: 10/24/2011
 FILE NO.: 58-10013.200
 SHEET NO.: E-102



NOTES:
 1. THIS ONE-LINE IS INTENDED TO DEPICT GENERAL POWER FLOW ARRANGEMENT. INTEGRATED POWER AND CONTROL COMPONENTS INTO A PREFABRICATED PUMP CONTROL PANEL WILL BE PERFORMED BY BUILDING SUPPLIER. FIELD ELECTRICIAN IS RESPONSIBLE FOR ELECTRIC SERVICE ENTRANCE INCLUDING METER SOCKET, MAIN DISCONNECT AND MAIN TO ITS WIRING.
 2. PROVIDE SILICONE SEAL AROUND CABLES ENTERING BOX FROM THE WET WELL.
 3. MOTOR STARTERS AND WIRING FOR INITIAL 20 H.P. MOTORS. ENCLOSURE AND CONDUITS SIZED FOR FUTURE 80 H.P. STARTERS AND WIRING.

300A RATED, 480V, 3P HEAVY DUTY FUSIBLE OUTDOOR SERVICE ENTRANCE DISCONNECT "MSF" TO BE CUTLER-HAMMER TYPE "DJK" (OR EQUAL) IN NEMA 4X TYPE "DJK" ENCLOSURE. PROVIDE TYPE "RK" FUSES AND ELECTROCLIPS.

30A, 480V, 3P HEAVY DUTY FUSIBLE OUTDOOR SERVICE ENTRANCE DISCONNECT "MSF" TO BE CUTLER-HAMMER TYPE "DJK" (OR EQUAL) IN NEMA 4X TYPE "DJK" ENCLOSURE. PROVIDE TYPE "RK" FUSES AND ELECTROCLIPS.

3. 3.0 PROVIDE WIREWAY AND CONDUCTORS TAPS AS REQUIRED.

30A, 480V, 3P AUTOMATIC TRANSFER SWITCH "ATS".

120KVA SECONDARY TRANSFORMER.

10KVA, 480V, 1Ø PRIMARY.

480V, 3Ø, 3W MOTOR STARTERS. SEE NOTE 3.

WET WELL CONTROL DEVICE CONDUCTORS IN CONDUIT.

EXPLOSION PROOF SEAL FITTING.

TERMINATION JUNCTION BOX ON BUILDING EXTERIOR FOR CABLE SPLICING. (SEE NOTE 2).

2" UNDERGROUND CONDUIT TO WETWELL FOR FLOAT SWITCH AND 2" UNDERGROUND CABLE.

WET WELL (20 HP).

WET WELL (20 HP).

GENERATOR SET (1500).

ENGINE GENERATOR SET.

LINE CIRCUIT BREAKER (UNIT MOUNTED).

PANEL "TPT" (SEE LEGEND).

2-ØØ, 4-ØØ CONTROL.

2-ØØ, 4-ØØ CONTROL.

480V, 3Ø, 3W.

PUMP CONTROL PANEL "PCP".

CONDUIT TO BE STUBBED OUT PER UTILITY REQUIREMENTS. PROVIDE W/END CAP.

INCOMING 200A, 480/277V, 3Ø, 4W UNDERGROUND SERVICE LATERAL BY UTILITY.

30A, 480V, 3P HEAVY DUTY FUSIBLE DISCONNECT "MSF" TO BE CUTLER-HAMMER TYPE "DJK" (OR EQUAL) IN NEMA 1 ENCLOSURE.

3. 3.0 PROVIDE WIREWAY AND CONDUCTORS TAPS AS REQUIRED.

30A, 480V, 3P AUTOMATIC TRANSFER SWITCH "ATS".

120KVA SECONDARY TRANSFORMER.

10KVA, 480V, 1Ø PRIMARY.

480V, 3Ø, 3W MOTOR STARTERS. SEE NOTE 3.

WET WELL CONTROL DEVICE CONDUCTORS IN CONDUIT.

EXPLOSION PROOF SEAL FITTING.

TERMINATION JUNCTION BOX ON BUILDING EXTERIOR FOR CABLE SPLICING. (SEE NOTE 2).

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ENGINE GENERATOR SET.

LINE CIRCUIT BREAKER (UNIT MOUNTED).

PANEL "TPT" (SEE LEGEND).

2-ØØ, 4-ØØ CONTROL.

2-ØØ, 4-ØØ CONTROL.

480V, 3Ø, 3W.

PUMP CONTROL PANEL "PCP".

CONDUIT TO BE STUBBED OUT PER UTILITY REQUIREMENTS. PROVIDE W/END CAP.

INCOMING 200A, 480/277V, 3Ø, 4W UNDERGROUND SERVICE LATERAL BY UTILITY.

30A, 480V, 3P HEAVY DUTY FUSIBLE DISCONNECT "MSF" TO BE CUTLER-HAMMER TYPE "DJK" (OR EQUAL) IN NEMA 1 ENCLOSURE.



Staab PM Change Order Estimate

MARK VAN WEELDEN
 RUEKERT MIELKE
 W233 N2080 RIDGEVIEW PARKWAY, SUITE 300
 WAUKESHA, WI 53188

File: 4581-CO

Date:

Project: 4581- FRANKLIN CORP PARK PUMP STATION

Re: Electrical Neutral Conductor

PCO: 04 PCO Item #: 1

Phase	Description	Comments	Qty	UM	Material	Indirect	Rent	Hours	Rate	Labor	Sub	Equip	Totals
10010- -	Supervision		1	LS				1	120	120			120
260500- -	Electrical Construction		1	LS							307		307
	Total Cost							1		120	307		427
	Percent Margin										5.00%		
	Margin										15		15
	Contract Price Sub-Total									120	322		442
12200- -	BONDS												5
	Contract Price Total												447

Clarifications / Exceptions:

Project Manager: Jordan Lisowe
 JORDAN LISOWE jordan.lisowe@staabco.com
 p 715-387-8429306 f 715-384-4846

The contract completion date to be increased TBD calendar days.

Price subject to change after 30 days.

Lisowe, Jordan

From: Todd Hogen <Todd@hogenelectric.com>
Sent: Wednesday, July 29, 2020 8:20 AM
To: Lisowe, Jordan, Mark Van Weelden, Dave Arnott, Lisa Hogen
Subject: [EXTERNAL]Fwd: Franklin Neutral Conductor
Attachments: SCAN2664_000.pdf

Jordan,

Please read below for a description of the required neutral conductor. Also see the attached plan sheet. The additional costs are broken down as follows.

Material 55

Labor 212

Margin 40

Total 307

Please let me know if this added cost is acceptable.

Thanks,

Todd Hogen, Pres.
Hogen Electric, Inc.
262-670-5500

Be kinder than necessary, for everyone you meet is fighting some kind of battle. Live simply, love generously, care deeply, speak kindly, and leave the rest to God. ~ Philo ~

----- Forwarded Message -----

Subject: Franklin Neutral Conductor

Date: Fri, 24 Jul 2020 06:13.14 -0500

From: Bill Schmitt <bill@hogenelectric.com>

To: Arnott, David <DArnott@ruekert-mielke.com>, Van Weelden, Mark <MVanWeelden@ruekert-mielke.com>

CC: Todd Hogen <Todd@hogenelectric.com>

Dave/Mark,

See attached. The plans call for three 3/0 wires from the main disconnect to the ATS. Usemco installed a neutral conductor from the generator to the ATS and has a surge device that requires a neutral. Would you like to add a neutral from the main disconnect to the ATS. We ran into this also on the Racine Summit Ave Project.

Thanks,



Staab PM Change Order Estimate

MARK VAN WEELDEN
 RUJERT MIELKE
 W233 N2080 RIDGEVIEW PARKWAY, SUITE 300
 WAUKESHA, WI 53188

File: 4581-CO
 Date: 09/15/2020
 Project: 4581- FRANKLIN CORP PARK PUMP STATION
 Re: Additional Asphalt Pavement

PCO: 05 PCO Item #: 01

Phase	Description	Comments	Qty	UM	Material	Indirect	Rent	Hours	Rate	Labor	Sub	Equip	Totals
10010- -	Supervision		2	CLH				2	120	240			240
321216- -	Asphalt Paving		14	SY							975		975
	Total Cost							2		240	975		1,215
	Percent Margin										5.00%		
	Margin										49		49
	Contract Price Sub-Total									240	1,024		1,264
12200- -	BONDS												15
	Contract Price Total												1,279

Clarifications / Exceptions:

Cost to add approximately 125 sf of asphalt pavement to soften the turn radi making it easier for vehicles to get turned around at the lift station

Project Manager: *Jordan Lisowe*
 JORDAN LISOWE jordan.lisowe@staabco.com
 p. 715-387-8429306 f. 715-384-4846

The contract completion date to be increased TBD calendar days.

Price subject to change after 30 days.



Staab PM Change Order Estimate

MARK VAN WEELDEN
 RUEKERT MIELKE
 W233 N2860 RIDGEVIEW PARKWAY, SUITE 300
 WAUKESHA, WI 53188

File: 4581-CO
 Date:
 Project: 4581- FRANKLIN CORP PARK PUMP STATION
 Re: Check Valve Replacement

PCO: 07 PCO Item #: 01

Extr Work

Phase	Description	Comments	Qty	UM	Material	Indirect	Rent	Hours	Rate	Labor	Sub	Equip	Totals
10010-	Supervision		1	CLH				20	120	2,400			2,400
10020-001-	Project Management - General		1	CLH				1	125	125			125
10020-011-	Project Management - Mechanical		1	DLH				4	125	500			500
10070-	Contract Administration		1	CLH				1	109	109			109
10310-	Misc Materials	Mid level working platform.	1	LS	300			8	109	654			654
99100-	Painting		1	LS						2,500			2,500
400506-	Pipe Accessories Materials		12	EA	530								530
400519-005-	Exposed DI Pipe Materials		375	LBS	2,230								2,230
400519-508-	8 Flange DI Pipe LBR		6	PCS				40	109	4,360			4,360
400565-	CHECK VALVES	Stock Non-AIS	2	EA	5,060								5,060
	Total Cost				6,120			72		8,148	2,500		18,768
	Percent Margin				15.00%						5.00%		
	Margin				1,218						125		1,343
	Contract Price Sub-Total				9,338					8,148	2,625		20,111
12200-	BONDS												233
	Contract Price Total												20,344

1440
 125
 500
 109
 954
 2200
 0
 0
 2130
 0
 7508

RM = 40.0 % \$8095
 VOF = 60.0 % \$12,249

Clarifications / Exceptions:

Confined space entry applies. Pricing includes removal of existing check valves and replacement with short spools.

Project Manager: *Jordan Lisowe*
 JORDAN LISOWE jordan.lisowe@staabco.com
 p. 715-387-8429306 f. 715-384-4846

The contract completion date to be increased TBD calendar days.
 Price subject to change after 30 days.

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Preston D. Cole, Secretary
Telephone 608-266-2621
Fax 608-267-3579
TTY Access via relay - 711



May 11, 2021

DNR PROJECT NO. S-2019-0916A
DNR REGION: SER

MIKE ROBERTS SUPERINTENDENT
SEWER & WATER DIVISION
CITY OF FRANKLIN
5550 W. AIRWAYS AVENUE
FRANKLIN, WI 53132

DNR PLAN APPROVAL for SEWERAGE SYSTEM IMPROVEMENT

Wastewater System Owner: FRANKLIN, CITY
Consultant: RUEKERT & MIELKE, INC.
Engineer: MARK VAN WEELDEN, P.E.
Date Project Received: May 7, 2021
Project Description: PLANS & SPECS for LIFT STATION
Amend location of check valves due to water column separation

The plans approved under this letter amend the location of the check valves for the lift station, which was previously approved by the Department under S-2019-0916. The Department finds that, due to water column separation, there are no feasible alternatives to the location of check valves within the lift station wet well. The proposed sewerage system improvement included in the above referenced plan submittal is hereby approved in accordance with s. 281.41, Wis. Stats., subject to the following conditions:

1. That a preconstruction conference be held to familiarize the contractor(s) and inspector(s) with the plans, specifications, and conditions of approval.
2. That a competent resident inspector be provided during the course of construction.
3. That erosion control methods be used to prevent siltation to lands and waterways in the vicinity of the construction activity.
4. That all storm and other clear water, including that from sump pumps, roof drains, cistern overflows, and building foundation drains be excluded from these approved sewers (not applicable for combined sewers).
5. That the improvements be installed in accordance with the approved plans and specifications, and the above conditions, or subsequent essential and approved modifications.

This approval is valid for four years from the date of approval. The Department reserves the right to order changes or additions should conditions arise making this necessary.

If you believe you have a right to appeal this decision, you may file a request for a contested case hearing pursuant to s. 227.42, Wis. Stats., or file for judicial review under s. 227.52 and 227.53, Statutes. You have 30 days after this approval is mailed to file your written request for hearing or file and serve your petition for judicial review. Your request for hearing or petition for judicial review must name the Secretary of the Department as respondent. This notice is provided pursuant to s. 227.48, Statutes.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
For the Secretary

Jason R. Knutson, P E
Wastewater Section Chief

Andrew J. Dutcher
Wastewater Engineer

SECTION 46 90 12

CHECK VALVE - FLEXIBLE

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Check valve having a resilient hinge and resilient covered flapper

1.02 REFERENCES

- A. AWWA Standard C550 - Protective Interior Coatings for Valves and Hydrants

1.03 SUBMITTALS

- A. Action.
 - 1. Follow 01 33 00 for product data
 - 2. Follow 01 78 23 for operation and maintenance data.

PART 2 - PRODUCTS

2.01 MANUFACTURERS/MODELS

- A. Val-Matic Valve and Manufacturing Corp / Series 500, or 500A.
- B. APCO Valve and Primer Corp / Series 100

2.02 MATERIALS

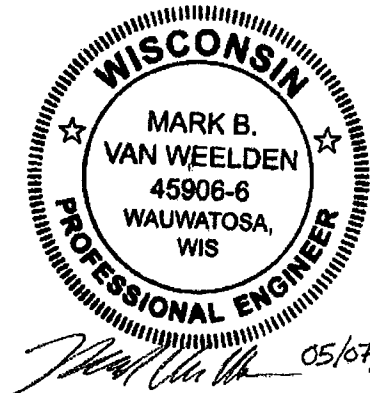
- A. Construction.
 - 1 Body: Cast Iron (Series 500), Ductile Iron (Series 500A)
 - 2 Disc: Buna-N (NBR)
 - 3 Seal O-Ring.
- B. Style
 - 1 Flanged ends
 - 2 Non-slam
- C. Interior and exterior shop coating Fusion bonded epoxy meeting AWWA C550
- D. Provide factory finish paint coat to match existing wet well paint finish

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Follow manufacturer's instructions

END OF SECTION



46 90 12-1

APPROVAL <i>Star</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE July 6, 2021
Reports & Recommendations	DISPOSE OF TWO ENGINEERING VEHICLES	ITEM NO. G.13.

BACKGROUND

The Franklin Engineering department has a Chevrolet Venture van (Purchased July 2001) and a Dodge Intrepid passenger car (purchased June 2003). Both were scheduled to be replaced in 2017 but were delayed for budgetary prioritization reasons.

A 2003 Chevrolet Suburban was also scheduled for replacement in 2017 but is still drivable. Replacement for this vehicle should follow in the near future.

Other engineering vehicles are repurposed police vehicles after the Police Department replaced them.

ANALYSIS

Staff mechanics have determined that both the Intrepid and Venture are unsuitable to drive without significant investment of time and money. Quick analysis shows that repairs would exceed value of the vehicles. Not repairing and continued use of vehicles would be a liability for the City.

The City disposes of used vehicles with Auction Associates and the next auction is in late July.

FISCAL NOTE

Replacement for these vehicles will be discussed in the 2022 budget. Proceeds from the auction will be added to the equipment replacement fund. The Replacement Fund only funds the cost of replacing vehicles already in the Fund.

New vehicles must be purchased out of the Capital Outlay fund with new funding there.

RECOMMENDATION

Motion to authorize Staff to dispose of two engineering vehicles with Auction Associates.

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">07/06/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approval of a Job Description for the Health Department Public Health Program Manager Position</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.14.</p>

Below is information relative to and a recommendation regarding the approval of a new job description for the Health Department with regard to a Public Health Program Manager Position.

This item was considered and recommended for approval on a 7-0 vote by the Personnel Committee, on June 21, 2021.

BACKGROUND

There is currently a Nurse Supervisor Position included in the City's pay system; however, that position is not actively being used by the Health Department. After analyzing the department's needs, the Health Director requested that a new position, to be identified as a Public Health Manager, be authorized in place of the Nurse Supervisor Position, and be filled so that all management duties of the Health Department do not fall on the Department Director. Also, the new position would act as the designee for meetings and as a point of contact in the department in the absence of the Health Director.

ANALYSIS

The Health Director, in conjunction with Humana Resources, reviewed the department's needs and has determined that having a second in charge who is able to manage programs rather than specific staff would serve the department well now and into the future and help to ensure that all programs are actively managed. To that end, the Health Director reviewed and updated the position description and Human Resources completed the position evaluation in accordance with the authorized classification and compensation system. The new position valued out at a Grade 8 based on the attached job description.

The Personnel Committee considered this request and approved it on a 7-0 vote, with a change to the position title. Instead of 'Public Health Manager', the Committee recommended a change to 'Public Health *Program* Manager'. This recommendation makes sense due to the duties of the position, and was agreed to by the Health Director as well as Human Resources.

If approved, the new position would be posted internally and it is expected that the position will be filled from within the department. If that is the case, the position that is vacated by the employee who accepts this position will be eliminated; therefore, there would be no change to the position count in the department. If the position is not filled internally, the Health Director will hold the position until a vacancy occurs so that it may be hired from outside of the organization, still with no increase in the position count for the department.

RECOMMENDATION

Staff recommends that the Common Council approve the new Job Description for the Public Health Program Manager Position; and, authorize Human Resources to update the Employee Handbook as needed.

COMMON COUNCIL ACTION REQUESTED

Motion to approve the new job description for the Health Department Public Health Program Manager Position and authorize Human Resources to update the Employee Handbook as needed.

City of Franklin Job Description

Job Title: Public Health Program Manager

Department: Health

Reports To: Director of Health & Human Services

Salary Level: Salary Grade 8

FLSA Status: Exempt

Prepared By: Courtney Day, Director of Health and Human Services

Prepared Date: May 1, 2021

Approved By:

Approved Date:

SUMMARY

The Public Health Manager is responsible for the development, planning, implementation, and evaluation of current and forecasted public health grants, programs, and services. They act as the point of contact to the Health Department when the Director of Health and Human Services (DHHS) is unavailable.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Community Health Assessment/Community Health Improvement Plan/Strategic Plan (65%)

- Work collaboratively with the DHHS to determine health priorities, programs, and services specific to the needs of Franklin residents
- Collaborate in the development and implementation of the Franklin Health Improvement Plan with community workgroups, committees, and coalitions
- Promote and facilitate the incorporation of departmental core values and strategic initiatives into daily service delivery

Quality Improvement and Performance Management (25%)

- Develop, recommend, and evaluate health department programs and services
- Assure state statutes, city ordinances and department policies are applied consistently, develop and update policies and procedures for the health department and submit recommendations or suggestions for improvement
- Oversee and monitor program objectives

Other Duties as Needed (10%)

- Prepare and present reports and participate in committee meetings to represent the Franklin Health Department
- Monitor grant programs and participate in grant negotiation process
- Act as the Designee for the health department in the absence of the DHHS

Minimum Requirements

Education & Experience:

- A Bachelor's degree in Public Health or related field is preferred
- Three or more years of progressively responsible, full-time experience in a general public health setting

Necessary Knowledge, Skills, and Abilities:

- Ability to effectively delegate and set priorities in the work environment
- Demonstrate independent judgement and discretion in the discharge of the essential duties and responsibilities
- Language skills
 - Ability to read, analyze, and interpret professional journals, technical procedures, governmental regulations
 - Ability to write reports, grant applications, business correspondence and procedural manuals
 - Ability to present information and respond to questions from groups of managers, clients, citizens, and/or the general public
- Mathematical and Computer Skills
 - Proficient use of Microsoft Office applications including Word, Outlook, Excel and Internet Explorer
 - Proficient use of public health databases (WIR, WEDSS, Share Point, etc)
 - Calculate basic epidemiologic value including incidence, prevalence, odds ratio, and confidence intervals
- Reasoning Ability
 - Ability to define problems, collect data and deal with a variety of variables in situations where only limited standardization exists
 - Ability to prepare and implement projects and programs
- Interpersonal Competencies
 - Use appropriate methods for interacting sensitively, effectively, and professionally with person from diverse cultural, socioeconomic, educational, racial, ethnic and professional backgrounds
 - Maintain privacy rights of clients and confidentiality of patient records according to professional standards and City of Franklin policies and procedures

Certificates, Licenses, and Registrations:

- Valid WI Driver's License

Supervision Received:

- Works under the guidance and direction of the Director of Health and Human Services

Supervision Exercised:

- Act as the Designee in the absence of Director of Health and Human Services
- Manage volunteer services as needed
- Mentor students and interns as needed

Physical Demands

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job the employee must be independently mobile and is required to sit, walk, and talk or hear. The employee is frequently required to stand, use hands to finger, handle, or feel, reach with hands and arms and taste or smell.
- The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.
- The physical demands are required for the setup of, participation in and breakdown of immunization clinics, blood pressure clinics, and health fairs or community presentations.

Work Environment

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.
- The work is performed in a variety of settings. Some travel may be required. The employee must own a private vehicle for work assignments.
- The work may be performed in emergency and stressful situations. The employee may be exposed to hazards associated with rendering emergency medical assistance including blood-borne pathogens, body fluids, and acute and communicable diseases.
- The noise level in the work place is moderate.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">07/06/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approval of a Job Description for the Administration Department Human Resources Manager Position</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.15.</p>

Below is information relative to and a recommendation regarding the approval of a new job description for the Administration Department with regard to a Human Resources Manager Position.

This item was considered and recommended for approval on a 7-0 vote by the Personnel Committee, on June 21, 2021.

BACKGROUND

There is currently a Human Resources Coordinator Position included in the City's table of organization and pay system as well as an employee currently filling that role. However, the position as it is documented is not reflective of the duties of the position.

In addition, the position was identified as a Human Resources Manager Position in 2005, prior to the recruitment of the current incumbent; just prior to that recruitment, the position was reclassified and retitled as a Human Resources Coordinator.

ANALYSIS

The position was analyzed using the existing position description and the prior position description, as well as comparing both of these to the duties currently being performed. As part of that process, the position description was updated to more accurately identify the duties currently being performed. In addition, an evaluation of the position was completed in accordance with the authorized classification and compensation system. The position valued out at a Grade 9 based on the attached job description compared to the existing position valued at a Grade 8. Based on those results, I am recommending the reclassification/title change from Human Resources Coordinator to Human Resources Manager be effective with the implementation of the 2022 Budget.

The Personnel Committee discussed the request and reviewed the proposed job description, ultimately recommending to forward it to the Common Council with no changes.

If approved, the new position would be included in the 2022 Budget, with the Human Resources Manager Position replacing the Human Resources Coordinator Position, as well as a request to adjust the incumbent's pay by 5% as of January 1, 2022, which is in coordination with the classification and compensation system.

RECOMMENDATION

Staff recommends that the Common Council approve the new job description for the Human Resources Manager Position, and authorize Human Resources to update the Employee Handbook as needed.

COMMON COUNCIL ACTION REQUESTED

Motion to approve the new job description for the Administration Department Human Resources Manager Position, and authorize Human Resources to update the Employee Handbook as needed.

CITY OF FRANKLIN
Job Description

Job Title: Human Resources Manager

Department: Administration

Reports to: Director of Administration

Salary Level: Salary Grade 9

FLSA Status: Exempt

Approval:

Date Created: June 21, 2021

Date Approved:

Summary:

Under the general direction of the Director of Administration performs a variety of complex analytical, technical and administrative work to manage the human resources programs. Advises department heads on human resources issues. Manages recruitment, benefits, compensation, training, safety, and human resources policy administration. Serves as custodian of personnel records.

Essential Duties and Responsibilities:

- Manages the entire recruitment, selection, onboarding, and separation process for City employees, including: determining appropriate recruitment methods; developing, updating, posting and advertising vacancies; screening candidate applications; initiating and conducting interviews; administering all related skills testing; conducting reference checks; determining offer terms; obtaining acceptance commitments; pre-employment testing; all onboarding duties, exit interviews, and separation details.
- Administers all employee benefits (health, dental, life, and disability insurance; multiple pension plans; voluntary employee benefits; Employee Assistance Program) and coordinates annual open enrollment programs, as well as works with the Director of Administration to research, analyze, update, and implement changes in employee benefits.
- Manages and monitors all benefit information in the City's Payroll/Human Resources Information System.
- Works closely with the City's benefit consulting partner, and numerous carriers and providers to ensure that enrollments and coverages are accurate, in addition to reviewing and analyzing carrier/provider reporting to ensure accuracy
- Administers Workers Compensation, COBRA, HIPPA, Retiree Health and Family Medical Leave (FMLA) Programs, including all regulatory reporting, legal notifications, and communications with employees, retirees, and applicable outside parties.
- Monitor and completes the City's annual EEO-4 reporting and administers the City's Equal Employment Opportunity and Affirmative Action Program
- Advises department heads on hiring, promotion, discipline, suspension or removal of employees, as well as ongoing employee matters.

- Serves as the City's main conduit to employees regarding working with employees on benefit questions, concerns, errors, and in informing employees of applicable benefits, monitoring cost of employee benefits and completing all necessary reports associated with benefits.
- Coordinates New Hire, Supervisory, and Employee training programs.
- Oversees the maintenance and administration of the City's Classification Plan and Salary Administration Policy, including: preparing new job descriptions and revising existing job descriptions; conducting position evaluations and classification studies; recommending new or revised classifications; analyzing wage and salary data, and managing all Change of Status actions for new hires, employee changes, and terminations.
- Interprets and maintains labor agreements, Civil Service Personnel Rules and Regulations, Employee Handbook, and all City policies, resolutions and ordinances related to personnel and labor relations matters.
- Assists with enforcement of employee adherence to ordinances and personnel policies.
- Serves as staff representative for the Civil Service Sub-Committee and the Police and Fire Commission, and partners with the Director of Administration to serve the Personnel Committee.
- Serves as a contributing member of the City's Negotiations Team and participate in the collective bargaining process.
- Assist the Mayor and Director of Administration with the performance appraisal system, and works with the department heads and supervisors to ensure completion of required performance appraisals.
- Manages the City's WIDOT drug and alcohol testing program as well as other required employment related medical testing.
- Maintains current personnel files for all City employees and implements procedures to ensure the proper and lawful maintenance of these files.

Peripheral Duties:

- Review and keep current on job related laws and regulations affecting the organization.
- Serve as liaison to various City committees as assigned.

Minimum Qualifications / Education and Experience:

- Graduation from an accredited four-year college or university with a degree in Public Administration, Human Resources or a closely related field; masters degree desirable; and four to six years of relevant experience.

Necessary Knowledge, Skills and Abilities:

- Working knowledge of the theories, principles and practices of public personnel administration.
- Working knowledge of relevant federal and state laws and local ordinances
- In depth knowledge of employee benefits programs, retirement programs and workers compensation programs.
- In depth knowledge and experience with Human Resources Information Systems, preparing accurate reports

- Ability to maintain confidential and sensitive records and to prepare reports and answer questions from the same where applicable.
- Working knowledge of communications and publications techniques and practices.
- Ability to establish and maintain effective working relationships with employees, City officials, other departments, vendors, labor representatives and the public.
- Ability to compile, analyze and evaluate data.
- Ability to communicate complex issues effectively both orally and in writing.
- Ability to make independent judgements which have significant impacts on the organization.

Supervision Received:

Works under general guidance of the Director of Administration.

Supervision/Leadership Exercised:

- Guide all department with regard to human resources related matters.
- Carries out leadership responsibilities in accordance with the City's policies and applicable laws.

Tools and Equipment Used:

Requires frequent use of a personnel computer, including word processing, internet research, database, publishing and spreadsheet programs; calculator, telephone, copy machine and fax machine.

Physical Demands:

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- While performing the duties of this job the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to handle or feel objects, tools or controls; and reach with hands or arms.
- The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment:

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

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

CITY OF FRANKLIN
Job Description

Job Title: Human Resources Coordinator

Department: Human Resources

Reports to: Director of Administration

Salary Level: Management/Administrative/Supervisory Level IV

FLSA Status: Exempt

Approval: Resolution 2005-5931

Date Modified: July 21, 2005

**Date Approved by
Personnel & CC:** July 26, 2005

Summary:

Under the general direction of the Director of Administration performs a variety of complex analytical, technical and administrative work to manage the human resources programs of the City and provide a broad range of information services to City employees and the public. Provides information to department heads and staff on human resource issues. Provides staff support in recruitment, benefits, compensation, training, safety, and human resources policy administration. Serves as custodian of personnel records.

Essential Duties and Responsibilities:

Coordinates employee benefits which includes informing employees of applicable benefits, monitoring cost of employee benefits and completing all necessary reports associated with benefits

Research, implement and administer employee benefit programs.

Coordinate the Employee Assistance Program, which includes analyzing usage reports, working with the Account Executive on employee issues, making information and formal referrals to employees, and coordinate New Hire and Supervisory training with the EAP Account Executive

Coordinating benefit carrier meetings and enrollments

Maintain all benefit information in the Ceridian Payroll/Human Resources Information System
Process benefit deductions on a bi-weekly basis

Administer COBRA, HIPPA Retiree Health and Family Medical Leave Programs, which includes notifying the health insurance carrier of new hires and terminations, providing employees with legally required paperwork, ensuring the Account Clerk sends out bills on a quarterly basis, and maintaining communication with employees and retirees

Oversee the maintenance and administration of the City's Classification Plan and Salary Administration Policy

- ❑ Preparing new job descriptions and revisions to existing job descriptions
- ❑ Conducts position evaluations and classification studies
- ❑ Recommends new or revised classifications
- ❑ Analyze wage and salary data to determine competitive position of the City
- ❑ Track all Change of Status Forms for new hires, employee changes, and terminations

Supervises the recruitment and selection process for City employees, which involves developing, posting and advertising vacancies, screening applications, contacting candidates for interviews, conducting interviews, and conducting reference checks

Assist the Director of Administration in drafting, updating, maintaining, and distributing Civil Service Personnel Rules and Regulations; Employee Handbook, and all City policies, resolutions and ordinances related to personnel and labor relations matters.

Coordinate pre-employment testing and prepare certification lists for the Civil Service Sub-Committee, Library Board and Fire and Police Commission

Assist the Director of Administration in recommending salary and wage scales, benefits and working conditions for those officers, officials and employees not covered by collective bargaining agreements

Conducts new hire orientations and exit interviews

Assist the Director of Administration in the analysis of union proposals, development management proposals, and participate in the collective bargaining process as needed

Plan, develop and implement training and orientation programs for various employees and employee groups designed to keep personnel informed and in compliance with local, state and federal policies and laws

In conjunction with the Mayor and Director of Administration, provide a written report of annual performance evaluations to the Mayor and Common Council

Coordinate with Department Heads and supervisors in the completion of required performance appraisals.

Administer the City's Worker's Compensation Program including preparing and filing reports of accident injury or illness, investigating claims to include follow-up through resolution, and maintaining records

Maintain relationship with required medical providers for the purpose of workers compensation and required employment related medical/drug testing

Maintain complex and technical records relating to Civil Service recruitment, examination and testing to ensure Civil Service files are maintained accurately

Develop and maintain a human resource information system to provide for the information needs of management including analysis of compensation and benefits, including FMLA leave

Communicate with insurance carriers and health care providers

Work with vendors to ensure that benefit programs are administered properly and timely

Maintain a current personnel file for all City employees and implement procedures to ensure the proper and lawful maintenance of these files. Prepares all necessary reports associated with those records

Assist the Director of Administration in the preparation and adherence to the Human Resources Department budget.

Coordinate human resources surveys with other municipalities, includes updating salary and benefits information on salaries.com website

Coordinate the development and distribution of information through newsletters, notices, news articles and other informational materials regarding programs, services, activities and policies of the City

At the request of the Director of Administration, attend monthly Milwaukee Area Municipal Employers Association (MAMEA) meetings to learn about current HR topics affecting municipalities

Serves as staff member to the Personnel Committee, attends meetings and prepares agendas and minutes

Compiles information and completes the annual EEO-4 report and administers the City's Equal Employment Opportunity and Affirmative Action Program

Assist in grievance appeals, composing grievance responses and disciplinary procedures

Attend meetings as required by the Director of Administration. This may include meetings outside of normal business hours

Peripheral Duties:

Review and keep current on job related laws and regulations affecting the organization

Minimum Qualifications:

Education and Experience:

Graduation from an accredited four-year college or university with a degree in Public Administration, Human Resources or a closely related field, masters degree preferred, and two to three years of relevant experience.

Necessary Knowledge, Skills and Abilities:

Knowledge of the theories, principles and practices of public personnel administration

Knowledge of relevant federal and state laws and local ordinances

Knowledge of employee benefits programs, retirement programs and workers compensation programs

Knowledge and experience with Human Resources Payroll Systems and related software

Ability to maintain confidential and sensitive administrative and medical records and to prepare reports and answer questions from same where appropriate, and on a need to know basis

Knowledge of communications and publications techniques and practices

Ability to establish and maintain effective working relationships with employees, City officials, other departments, vendors, labor representatives and the public.

Ability to compile, analyze and evaluate data

Ability to communicate complex issues effectively both orally and in writing

Ability to make independent judgments

Supervision Received:

Works under general guidance of the Director of Administration

Supervision Exercised:

Supervises a Human Resources Intern and a Human Resources Clerk

May provide direction to clerical personnel as needed

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws Responsibilities include assisting in interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

Tools and Equipment Used:

Requires frequent use of a personnel computer, including word processing, internet research, database, publishing and spreadsheet programs, calculator, telephone, copy machine and fax machine

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions

While performing the duties of this job the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk, use hands to handle or feel objects, tools or controls, and reach with hands or arms.

The employee must occasionally lift and/or move up to 10 pounds Specific vision abilities required by this job include close vision and the ability to adjust focus

Work Environment:

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

The noise level in the work environment is usually moderately quite.

The duties listed above are intended only as illustrations of the various types of work that may be performed The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change

CITY OF FRANKLIN
Job Description

Job Title: Human Resources Manager
Department: Human Resources
Reports to: Director of Administration
Salary Level: Management Administrative Supervisory Level VII
FLSA Status: Exempt
Approval: Resolution 2003-5517
Date Modified: December 27, 2002
Date Approved: April 15, 2003

Summary:

Under the general direction of the Director of Administration performs a variety of complex analytical, technical and administrative work to manage the human resources programs of the City and provide a broad range of information services to the public. Advises department heads on human resources issues. Oversees recruitment, benefits, compensation, training, safety, and human resources policy administration. Serves as custodian of personnel records.

Essential Duties and Responsibilities:

Manages employee benefits, which includes recommending changes in benefit structure, changing of insurance carriers and service providers, serving as an agent of the Wisconsin Retirement System, informing employees of applicable benefits, monitoring cost of employee benefits and completing all necessary reports associated with benefits.

Research, implement and administer employee benefit programs, which include

- ▣ Long Term Disability Plans (3)
- ▣ Pension Plans (3)
- ▣ Health Insurance Plans (90/10 PPO and 80/20 PPO)
- ▣ Dental Plan
- ▣ Deferred Compensation Plans (3)
- ▣ Life Insurance Plans (3)
- ▣ Workers Compensation
- ▣ AFLAC voluntary benefits
- ▣ Liberty Mutual auto/home voluntary benefits

Manage the Employee Assistance Program, which includes analyzing usage reports, working with the Account Executive on employee issues, making information and formal referrals to employees, and coordinate New Hire and Supervisory training with the I AP Account Executive

Coordinating benefit carrier meetings and enrollments

Maintain all benefit information in the Ceredian Payroll Human Resources Information System
Process benefit deductions on a bi-weekly basis.

Administer COBRA, HIPPA Retiree Health and Family Medical Leave Programs, which includes notifying the health insurance carrier of new hires and terminations, providing employees with legally required paperwork, ensuring the Account Clerk sends out bills on a quarterly basis, and maintaining communication with employees and retirees

Oversee the maintenance and administration of the City's Classification Plan and Salary Administration Policy

- ▢ Preparing new job descriptions and revisions to existing job descriptions.
- ▢ Conducts position evaluations and classification studies
- ▢ Recommends new or revised classifications.
- ▢ Analyze wage and salary data to determine competitive position of the City.
- ▢ Track all Change of Status Forms for new hires, employee changes, and terminations.

Supervises the recruitment and selection process for City employees which involves determining appropriate recruitment vehicles, developing, posting and advertising vacancies, screening applications; contacting candidates for interviews, conducting interviews, and conducting reference checks

Interpret and maintain labor agreements, Civil Service Personnel Rules and Regulations, Employee Handbook, and all City policies, resolutions and ordinances related to personnel and labor relations matters. Enforce employee adherence to ordinances and personnel policies. Refer Department Heads to the Labor Attorney, when appropriate.

Conduct pre-employment testing and prepare certification lists for the Civil Service Sub-Committee, Library Board and Fire and Police Commission

Recommend salary and wage scales, benefits and working conditions for those officers, officials and employees not covered by collective bargaining agreements.

Conducts new hire orientations and exit interviews.

Recommend hiring, promotion, discipline, suspension or removal of employees of the City when such action is appropriate and necessary

Coordinate the analysis of union proposals, develop management proposals and participate in the collective bargaining process

Plan, develop and implement training and orientation programs for various employees and employee groups designed to keep personnel informed and in compliance with local, state and federal policies and laws

In conjunction with the Mayor and Director of Administration, provide a written report of annual performance evaluations to the Mayor and Common Council

Assist Department Heads and supervisors in the completion of required performance appraisals

Administer the City's Worker's Compensation Program including preparing and filing reports of accident injury or illness, investigating claims to include follow-up through resolution, and maintaining records

Administration of City wide safety program, training compiling and reporting pertinent data, and completion of OSHA 300 (injury log) and OSHA 102 (summary)

Maintain relationship with required medical providers for the purpose of workers compensation and required employment related medical drug testing.

Maintain complex and technical records relating to Civil Service recruitment, examination and testing to ensure Civil Service files are maintained accurately

Develop and maintain a human resource information system to provide for the information needs of management including analysis of compensation and benefits, including FMLA leave

Communicate with insurance carriers and health care providers

Selecting vendors and ensuring that benefit programs are administered properly and adequately

Maintain a current personnel file for all City employees and implement procedures to ensure the proper and lawful maintenance of these files. Prepares all necessary reports associated with those records

Prepare and adhere to the Human Resources Department budget.

Coordinate human resources surveys with other municipalities, includes updating salary and benefits information on salaries.com website

Coordinate the development and distribution of information through newsletters, notices, news articles and other informational materials regarding programs, services, activities and policies of the City

Update Safety Manual on an as needed basis

Maintain and attend monthly Milwaukee Area Municipal Employers Association (MAMEA) meetings to learn about current HR topics affecting municipalities

Serves as staff member to the Personnel Committee. attends meetings and prepares agendas and minutes

Compiles information and completes the annual EEO-4 report and administers the City's Equal Employment Opportunity and Affirmative Action Program

Assist in grievance appeals, may compose grievance response and assist in disciplinary procedures

Attend meetings as required by the Mayor and Common Council. This may include meetings outside of normal business hours

Peripheral Duties:

Review and keep current on job related laws and regulations affecting the organization

Serve as liaison to various City committees as assigned

Minimum Qualifications:

Education and Experience:

Graduation from an accredited four-year college or university with a degree in Public Administration, Human Resources or a closely related field, masters degree preferred, and two to three years of relevant experience

Necessary Knowledge, Skills and Abilities:

Knowledge of the theories, principles and practices of public personnel administration

Knowledge of relevant federal and state laws and local ordinances

Knowledge of employee benefits programs, retirement programs and workers compensation programs

Knowledge and experience with Human Resources Information Systems, preparing accurate reports

Ability to maintain confidential and sensitive administrative and medical records and to prepare reports and answer questions from same where appropriate, and on a need to know basis

Knowledge of communications and publications techniques and practices

Ability to establish and maintain effective working relationships with employees, City officials, other departments, vendors, labor representatives and the public

Ability to compile, analyze and evaluate data

Ability to communicate complex issues effectively both orally and in writing

Ability to make independent judgements which have significant impacts on the organization

Supervision Received:

Works under general guidance of the Director of Administration

Supervision Exercised:

Supervises the unpaid Human Resources Intern and the part-time Human Resources Clerk

May provide direction to clerical personnel as needed

Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include interviewing, hiring and training employees, planning, assigning and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

Tools and Equipment Used:

Requires frequent use of a personnel computer, including word processing, internet research, database, publishing and spreadsheet programs, calculator, telephone, copy machine and fax machine

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk, use hands to handle or feel objects, tools or controls, and reach with hands or arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment:

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

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">07/06/2021</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Approval of an Employee Recruitment and Retention Tool Policy</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;">G.16.</p>

Below is information relative to and a recommendation regarding the approval of a new 'Employee Recruitment and Retention Tool Policy'.

This item was considered by the Personnel Committee in March, May, and June of 2021, and recommended for approval on a 7-0 vote at the June 21, 2021 Meeting.

BACKGROUND

With the extremely tight job market, as well as a number of hard to hire positions, there is a need to have more tools available in recruiting and retaining employees. This type of an initiative is becoming more common in the public sector, and something that the City could really use to be more competitive in recruitment and retention efforts.

ANALYSIS

Staff, along with the Personnel Committee, has been exploring these initiatives for a number of months, including: talking with the departments that have been experiencing a challenge in recruiting quality candidates to determine the issues encountered, reviewing policies from other employers, and drafting options for the Personnel Committee's review.

While this policy does offer additional compensation and stipends with regard to recruiting employees, the goal is to spend the funds wisely by securing quality employees expediently, reducing overtime paid during vacancies, increasing productivity as employment transitions occur, and reducing the City's turnover costs and time of vacancies.

The tools in this policy require dual authorization to ensure that they are being prudently administered. If approved, the policy will be used judiciously, as needed; and the Personnel Committee will review the use periodically to ensure that it is administered reasonably.

RECOMMENDATION

Staff recommends that the Common Council approve the recommended Employee Recruitment and Retention Tool Policy.

COMMON COUNCIL ACTION REQUESTED

Motion to approve the Employee Recruitment and Retention Tool Policy.



DRAFT

Employee Recruitment and Retention Tool Policy

1 00 POLICY PURPOSE

The purpose of this policy is to identify and authorize specific tools and applicable procedures to be used in designated circumstances to attract and/or retain employees, especially in a hard to hire job market and/or for positions that are hard to hire

2.00 ORGANIZATIONS AND PERSONS AFFECTED

This policy applies to authorized positions in the City of Franklin as detailed herein

3 00 REFERENCES

None

4 00 POLICY STATEMENT

The City of Franklin recognizes the importance of maintaining staffing at required levels. As part of this, there are some positions, which when left unfilled, create a substantial issue in maintaining service levels. Therefore, it is the desire of the City to create a policy to provide tools to have available for those specific needs. In addition, the City recognizes the difficulty in attracting quality candidates for positions and desires to use its willing employees in the marketing efforts.

5.00 DEFINITIONS

To be completed as necessary

6.00 **REFERRAL BONUS – Employee Referral Program**

Offering a referral program to current City employees is a viable recruitment tool that may assist in attracting desirable candidates and subsequently employees. City employees are excellent conduits to desirable candidates as employees know exactly what the City is looking for and are able to tell the City's story better than an advertisement does. This type of marketing is a win-win since employees tend to refer those candidates that they themselves would like to work with.

6.01 If a person that has been referred for employment consideration by an existing employee has been hired by the City of Franklin, the employee may be eligible to receive a bonus up to \$1,000.

6.02 The bonus breaks down as follows:

- A. Up to \$500 after the candidate is hired and serves three months of satisfactory employment.
- B. Up to \$500 after the referred employee successfully completes his/her probation period.
- C. Amount of bonus will vary based on the difficulty to fill specific positions. The Director of Administration (DOA) will review positions regularly and maintain a schedule to administer the bonus. The DOA may give special consideration, in conjunction with the hiring Department Head, to adjusting the level of bonus allowed for special circumstances, prior to a specific position being posted.

6.03 To apply for the bonus, current, eligible employees must be named on the referred candidate's application for employment, and submit an application form to human resources. Submittal of the form shall occur no later than three (3) months after the referred employee's start date.

6.04 Eligibility: All Franklin employees are eligible to participate in the Employee Referral Program, except: (1) Human Resources personnel and those with hiring authority over the referred candidates, and (2) temporary, seasonal, limited term, or former employees of the City.

6.05 All referred candidates will be evaluated for employment consistent with the City's policies and procedures. Only those candidates who meet the essential qualifications for the position will be considered.

6.06 Confidentiality: All information regarding the hiring decision will remain strictly confidential.

6.07 Any disputes or interpretations of the program will be handled through the Department of Administration.

7.00 ***SIGN-ON BONUS***

This recruitment tool will be used to assist in securing desirable candidates for hard to hire positions. This tool will be used sparingly, as needed, and each use shall be jointly authorized to ensure it is being prudently administered.

A sign-on bonus may be used as a final boost when a candidate is going back and forth whether to accept the position in hard to hire positions, it may be used when a candidate must purchase work-related items not included in existing compensation, or it may be used as a stipend in cases when relocation is needed.

- 7.01 This bonus will have up to two thresholds: one payment once the employment has begun, and the potential of another threshold after a probation has been successfully completed or at a reasonable amount of time in the future, up to two years after hire, to encourage some longevity. This ensures that the investment the City makes in a new employee is not misused.
- 7.02 The total amount of each bonus may vary, in amounts up to a maximum of \$2,500. It is expected that the maximum amount will be used extremely infrequently, and lower amounts will be used as needed.
- 7.03 All sign-on bonuses will be authorized jointly by the Director of Administration and the hiring Department Head.

8.00 ***ADVANCED NOTIFICATION OF VOLUNTARY SEPARATION STIPEND***

This recruitment/retention tool will be used to incentivize employees, in certain positions, leaving City service to provide ample notice of departure, above what is required by City Policy, to allow the City to plan, recruit and secure replacement employees for positions that would be detrimental to the City if left open. For example, it may be a position for which a replacement needs to be in place, such as Police and Fire, causing overtime to occur due to the vacancy. Another example would be for positions that are only recruited for during certain times of the year, this may allow a department to plan in advance for the vacancy and secure a replacement in advance of the current employee vacating the position. Another example is a position in which a short-term replacement would only do the absolutely necessary duties, leaving critical duties left undone, causing operational issues in the organization. This scenario may include department head positions. And, the third example, related to the two examples above, is for positions in which it takes an extended period of time to hire, again considering police, fire, and supervisory and higher positions.

This tool will be used sparingly, only as needed, and each use shall be jointly authorized to ensure it is being prudently administered.

This stipend will have multiple thresholds depending on the position and the planning and operational needs of the City, with the stipend being paid, or a higher amount paid, if there is a valuable benefit to the City to do so

8 01 The threshold options are as follows

- A If a 150-day notice is provided, stipend up to \$2,500,
If a 90-day notice is provided, stipend up to \$2,000, and
If a 60-day notices is provided, stipend up to \$1,000

It is expected that the maximum amount will be used extremely infrequently, and lower amounts will be used as needed.

8 02 All stipends will be authorized jointly by the Director of Administration and the Mayor

Policy Review Period This Policy shall be reviewed at least every 3 years.
Established in 2021, next review no later than 2024

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APPROVAL <i>Slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE July 6, 2021
REPORTS & RECOMMENDATIONS	Review of Other Post Employment Benefit Investment Policy	ITEM NUMBER G.17.

Background

The Other Post Employment Benefits Trust Investment Policy was last reviewed in April 2019. The Investment Policy provides guidance to the Investment manager when making decisions about how to invest available resources. Periodic review of the policy is warranted in light of the current environment and position of the Trust Assets.

A copy of the existing policy revised in April, 2019 is attached. Also attached, is a marked-up copy of the recommended changes to the policy.

Analysis

Upon a reading of the policy adopted in April 2019, no investment ranges for asset allocation between equities and fixed income were noted. It is prudent to set allocation ranges for Trust assets.

The Finance Committee is recommending ranges of:

- 50-75% Equities and
- 25-50% Fixed Income

Another recommended change is to reduce the permitted allocation of small cap stocks to 15% of the Equity position (was 33%) and reducing the International allocation to 20% of the equity portfolio (was 30%).

The Finance Committee is recommending the removal of Commodities from permitted investment classes.

Adding Cryptocurrencies to the restricted investments.

Recommendation

The Finance Committee is recommending the above changes on a 4-1 vote from their June 22, 2021 meeting.

FINANCE COMMITTEE ACTION REQUESTED

Motion adopting Resolution 2021-xxxx A Resolution to amend the Investment Policy Statement for the City of Franklin Post Employment Benefits Trust.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2021-_____

A RESOLUTION TO AMEND THE INVESTMENT POLICY STATEMENT FOR THE CITY
OF FRANKLIN POST EMPLOYMENT BENEFITS TRUST

WHEREAS, the City of Franklin issued an investment policy statement for OPEB trust investments last modified on April 1, 2019;

WHEREAS, it is desirable to further modify parts of that investment policy; and

WHEREAS, the Common Council has reviewed the Investment Policy Statement dated July 6, 2021 presented by the Director of Finance & Treasurer and reviewed by the Finance Committee.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin that the Post Employment Benefits Trust Investment Policy Statement dated July 6, 2021 is approved.

Introduced at a regular meeting of the Common Council of the City of Franklin this __th day of July, 2021.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ___th day of July, 2021.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

INVESTMENT POLICY FOR THE CITY OF FRANKLIN POST EMPLOYMENT BENEFITS TRUST

(hereinafter referred to as “the Trust”)

I. PURPOSE OF THIS POLICY

The City of Franklin, hereby establishes this investment Policy (hereafter referred to as the “Policy”) for administering the Trust’s investment program. The Policy sets forth the investment objectives and other policies that will be applied within the investment program to insure that the Trust is managed in a manner consistent with the Trust document, prudent-person rules and applicable law. By establishing and communicating clear investment objectives and policies, the City of Franklin can enhance the effectiveness of the Trust’s investment program.

The City of Franklin reserves the right to amend this Policy at any time as deemed prudent or necessary at its sole discretion. Should any amendment to this Policy be required due to changes in the Trust document or a change in applicable law, the City of Franklin shall have due time to review such changes and prepare and implement an appropriate amendment. Because of the dynamic nature of the economic environment, developments in financial theories, and advances in technology, this Policy will be examined by the City of Franklin from time to time on a formal or informal basis and may, as a result of such examination, be revised by the City of Franklin.

II. INVESTMENT OBJECTIVES

The overall objective of this Policy is to provide guidance for the investment of contributions and other Trust assets, to help maintain adequate funding for Trust liabilities. The primary investment objectives of the Trust are as follows:

- **Return** – Obtain a reasonable long-term return consistent with the level of risk assumed. Specific return objectives may include fund performance that exceeds the rate of inflation, the assumed actuarial discount rate, and/or the total fund policy return which is typically defined as the return of a passively managed benchmark comprised of the annual portfolio weights for each asset class.
- **Cost** – Seek to control the cost of funding the Trust within prudent levels of risk through the investment of Trust assets.
- **Diversification** – Provide diversification of assets in an effort to avoid the risk of large losses and maximize the investment return to the Trust consistent with market and economic risk.
- **Safety** – Preservation of principal by avoiding overly risky alternatives that may provide additional investment return but subject the portfolio to above market risk of large losses.

III. Asset Allocation Policy

The City of Franklin shall adopt and maintain an asset allocation policy that is based on several factors including:

- The projected liability stream of benefits and the costs of funding that liability stream;
- The relationship between the current and projected assets of the Trust and the projected actuarial liability stream;
- The historical performance of capital markets adjusted for the perception of future short and long-term capital market performance;
- The perception of future economic conditions, including inflation and interest rate assumptions.

The asset allocation policy identifies equity and fixed income target allocations to eligible asset classes. The Employer's representative using recommendations of the investment manager will set the target allocations as to size, style, concentration, how managed and, where appropriate, suitable ranges within which each asset class can fluctuate as a percent of the total fund. Each asset class is to remain suitably invested in permitted securities or cash equivalents as the market and the asset allocation dictates. The asset classes may be rebalanced from time to time to take advantage of tactical market conditions across major asset classes or investment styles, or to align the current asset mix with strategic targets.

Generally, the portfolio will have not less than 50% or more than 75% of the entire portfolio in Equity type securities.

Generally speaking the portfolio will have not less than 25% nor more than 50% of the total portfolio invested in fixed income type securities.

IV. Investment Classes

While the Trust is not governed by the Employee Retirement Income Security Act of 1974 (ERISA), the City of Franklin may consider all asset classes that would be permitted under ERISA's "prudent person" standard (as interpreted by the various courts) as acceptable investment options, provided such investments are permitted by the Trust document and other applicable laws including but not limited to Section 881.01 of the Wisconsin Statutes. To the extent that the City of Franklin deems it appropriate and consistent with the Trust document and this Policy, the City of Franklin may select one or more customized investment portfolios and retain an investment manager to manage the assets of each such portfolio.

The following asset classes are permitted for Trust investment options:

Investment Portfolio Equities – investments through Domestic stocks, International Stocks, Real Estate or Commodities as described below. The preferred ownership

would be through mutual funds or ETF's though investments in individual equities would be considered based upon the strategy of the investment manager and the benefit to the trust.

1. **Domestic Stocks** - portfolios composed primarily of the common stocks of U.S. domiciled corporations. Investment options may include different sizes (large-cap, mid-cap and small-cap) and styles (value, growth and blend). Such options may be broadly diversified or concentrated (sector funds), and may be either actively or passively managed (indexed).

Strategic Purpose: Long-term growth

The portion of the equity portfolio not allocated to other categories

2. **Small Cap Stocks** - portfolios composed primarily of the common stocks of U.S. domiciled corporations. Investment options may include different sizes (large-cap, mid-cap and small-cap) and styles (value, growth and blend). Such options may be broadly diversified or concentrated (sector funds), and may be either actively or passively managed (indexed).

Strategic Purpose: Long-term growth

100% of this equity portfolio to be invested in domestic stocks

Limit – Not to exceed ~~33~~ 15% of the equity component of the portfolio.

3. **International Stocks** – portfolios composed primarily of the common stocks of corporations domiciled outside of the U.S. Investment options may include different regional and emerging markets funds, a variety of sizes (large-cap, mid-cap and small-cap) and styles (value, growth and blend), be broadly diversified or concentrated (sector funds), and be either actively or passively managed (indexed).

Strategic Purpose: Long-term growth, diversification

Limit ~~30~~ 20% of equity portfolio

4. **Real Estate** – portfolio consists primarily of owned real estate investment options including real estate investment trusts of all types and other commingled real estate equity investment options.

Strategic Purpose: Income, diversification, inflation hedge

Limit 5% of equity portfolio

- ~~5. **Commodities** – portfolio consists primarily of owned commodity investment options through commodity funds and other commingled commodity equity investment options.~~

~~*Strategic Purpose:* Income, diversification, inflation hedge~~

~~Limit 5% of equity portfolio~~

- ~~6-5~~ **High Yield Fixed Income Securities** – portfolio consists primarily of non investment grade debt securities issued by the U.S. government, U.S. government sponsored/related agencies, and U.S. domiciled corporations or if international bonds, debt securities issued by foreign governments, foreign government sponsored/related agencies, and foreign corporations.

Strategic Purpose: Income, diversification, inflation hedge
Limit 5% of equity portfolio

Fixed Income – portfolios primarily composed of investment grade debt securities issued by the U.S. government, U.S. government sponsored/related agencies, and U.S. domiciled corporations or if international bonds, debt securities issued by foreign governments, foreign government sponsored/related agencies, and foreign corporations. Investment options may include quality ranges (high or medium), durations (short or intermediate), be broadly diversified or concentrated (sector funds), and be either actively or passively managed (indexed). Cash Equivalents will be considered as part of the fixed income investments.

Strategic Purpose: Income, diversification, deflation hedge (international only), hedge for current liabilities.

V. Investment performance goals

It shall be the goal of the trust to earn an investment return equal to the long term investment returns of the market as defined in Section II

Over numerous long term periods the equity markets have experienced ten percent investment returns and the fixed income markets have experienced five percent investment returns. Under the above investment returns it is reasonable to project an eight percent investment return on the trust portfolio under 65% equity allocation and 35% fixed income allocation over a long period of time.

VI. Investment measurement criteria

When no investment manager is employed by the Employer representative, then passive index investments will be used. The securities chosen shall have investment expenses in the bottom quartile of the investment style and produce returns not less than 90% of the securities' benchmark in the last three year period as stated in its prospectus.

The investment manager shall be measured on equity investments against ~~50~~ 80% of the investment return of the US equity market as measured by the S&P 500 index and ~~50~~ 20% of the investment return of the world equity market as measured by the MSCI EAFE Index. The investment manager may also benchmark against other investment return indexes for specific portions of the equity portfolio as appropriate and agreed to by the Employer representative.

The investment manager shall be measured on fixed income investments against the investment return of the Merrill Lynch 1 to 5 year government index.

The Employer representative of the City of Franklin shall be its Director of Finance & Treasurer.

This investment policy shall be reviewed periodically, but not less than every three years.

VII. Investment restrictions

The trust and therefore the investment manager is subject to the restrictions of Wisconsin Statutes section 881.01. In addition the Fund should be structured to minimize risk levels within the approved asset allocation to minimize the likelihood of sharp declines in principal values. The possibility of moderate declines in total value is a risk the Trust accepts as necessary to achieve the desired long-term results.

The Trust is not to invest directly in private placements, letter stock, any investment without an ascertainable market value, venture capital, futures, cryptocurrencies, and uncovered options. It may not directly engage in short sales, margin transactions or other specialized investment activities. However, to the extent that mutual funds or separate account managers utilize such investments and strategies, then such activity will be acceptable within the general confines of this policy provided that they are not a core attribute of such fund or manager.

VIII. Monitoring of Investment Managers and Investment Options

The objective of the investment manager monitoring process is to identify on a timely basis any adverse changes to the investment manager's organization or investment process by periodically evaluating a number of qualitative and quantitative factors. In addition, once adverse changes are identified, the monitoring process shall also dictate the timing and manner of response.

Using information provided by the investment manager the City of Franklin through its Employer representative shall evaluate the investment managers/options at least annually, in addition to using any other factors the City of Franklin believes are appropriate to the inquiry. These factors are intended to insure that decisions to retain investment managers/options are made with a prudent degree of care and that excessive risk is avoided.

If results from the monitoring process indicate substandard investment performance or a potentially adverse change in the investment manager's organization or investment process, the City of Franklin may choose one of several courses of action including but not limited to assigning the investment manager/option a temporary probationary status, undertaking an in-depth review, reducing the size of the investment manager's portfolio by assigning a portion to a new investment manager, or terminating the investment manager/option.

Being placed on a probationary status is meant to convey the City of Franklin's increased level of concern about a particular issue or event, which if left unresolved, could endanger the future relationship with the investment managers/options. An in-depth review may be undertaken as a result of the investment manager/option failing to rectify the issues that led to their placement on a probationary status, or in response to a major adverse change in the investment manager's organization or investment process to the extent that the City

of Franklin seriously questions the firm's ability to manage the portfolio going forward. The purpose of the in-depth review is to determine whether terminating the manager/option is an appropriate course of action.

IX. Elimination of Investment Managers and Investment Options

The City of Franklin may eliminate a Trust investment manager/option any time the City of Franklin deems it in the best interests of the Trust. The City of Franklin may also eliminate any existing investment manager/option for the following reasons:

- Changing investment manager or investment option practices such that they are no longer materially consistent with this Policy, or this Policy changes so that it is no longer materially consistent with the practices of an investment manager or investment option; and,
- Final recommendation of an in-depth review.

The City of Franklin may also add, eliminate, or replace any Trust investment option as the needs of the Trust change, or for any other prudent reason.

The City of Franklin may chose to use passive index funds in place of an Investment Manager.

X. Selection of Investment Managers and Investment Options

The City of Franklin shall select investment managers and, where appropriate, investment options based on the evaluation of qualitative and quantitative factors. The manager selection process will focus on the following five key aspects of an investment management firm and investment option:

1. **Organization** – evaluate the key elements of an efficient and successful investment management organization such as stable firm ownership, clear business objectives, industry reputation, and experienced and talented investment staff.
2. **Investment Philosophy and Process** – evaluate the key elements of a valid and well-defined investment approach such as unique sources of information, disciplined buy/sell decisions, systematic portfolio construction, and adequate risk controls.
3. **Resources** – evaluate the state of current and proposed resources supporting the investment process including the quality and depth of research and the adequacy of information management, compliance and trading systems.
4. **Performance** – evaluate investment managers' historical returns and risks relative to passive indexes, and peer groups over longer time periods, like three and five years.
5. **Management Fees** – evaluate the proposed fee structure relative to the industry and other competing candidates to ensure fees are appropriate

City of Franklin, WI
OPEB Investment Policy

These factors are chosen to insure that investment manager/option selections are made with a prudent degree of care, and that excessive risk is avoided. Notwithstanding the above, the City of Franklin may also include other factors that they believe are appropriate to a specific manager/option selection exercise.

Policy Revised	July xx, 2021	Resolution 2021-
Policy Revised	April 1, 2019	Resolution 2019-7480
Policy Reviewed	April 21, 2016	No changes made
Policy Revised	May 6, 2014	Resolution 2014-6984
Policy Revised	June 18, 2013	Resolution 2013-6891
Policy Revised	March 6, 2012	Resolution 2012-6790
Policy Revised	March 1, 2011	Resolution 2012-6698
Policy Revised	February 2, 2010	Resolution 2010-6624
Policy Established	November 18, 2008	Council Motion

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE July 6, 2021
REPORTS & RECOMMENDATIONS	May, 2021 Monthly Financial Report	ITEM NUMBER G.18.

Background

The May, 2021 Financial Report is attached.

The Finance Committee reviewed this report at its June 22, 2021 meeting and recommends its acceptance.

The Director of Finance & Treasurer will be available to answer any questions.

COUNCIL ACTION REQUESTED

Receive and place on file.

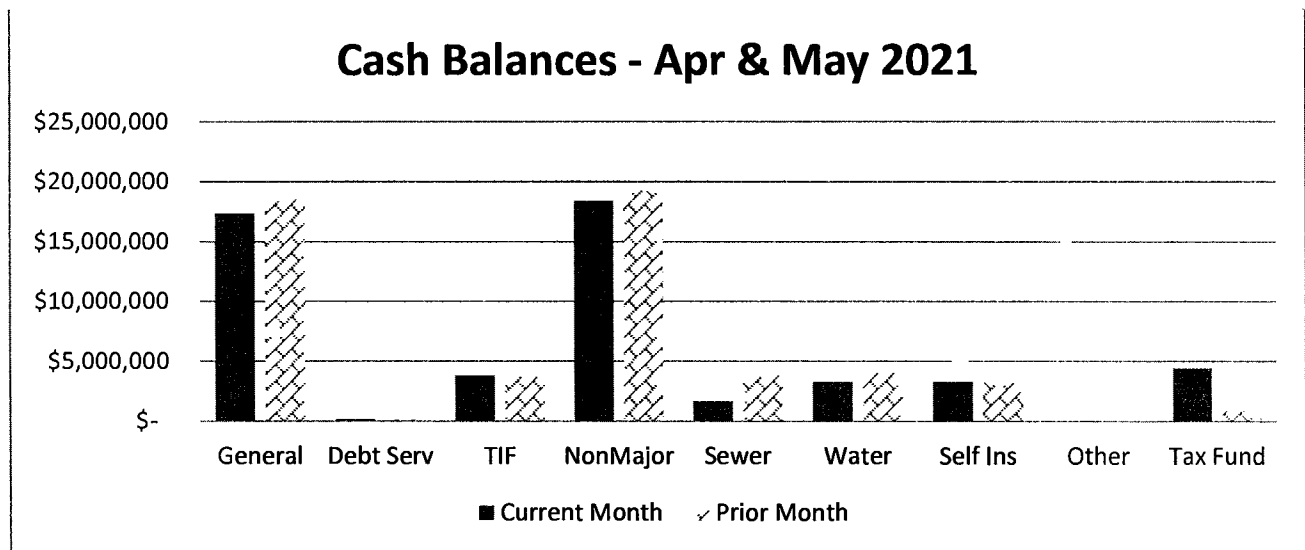


Date: June 14, 2021
 To: Mayor Olson, Common Council and Finance Committee Members
 From: Paul Rotzenberg, Director of Finance & Treasurer
 Subject: May 2021 Financial Report

The May, 2021 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund are attached.

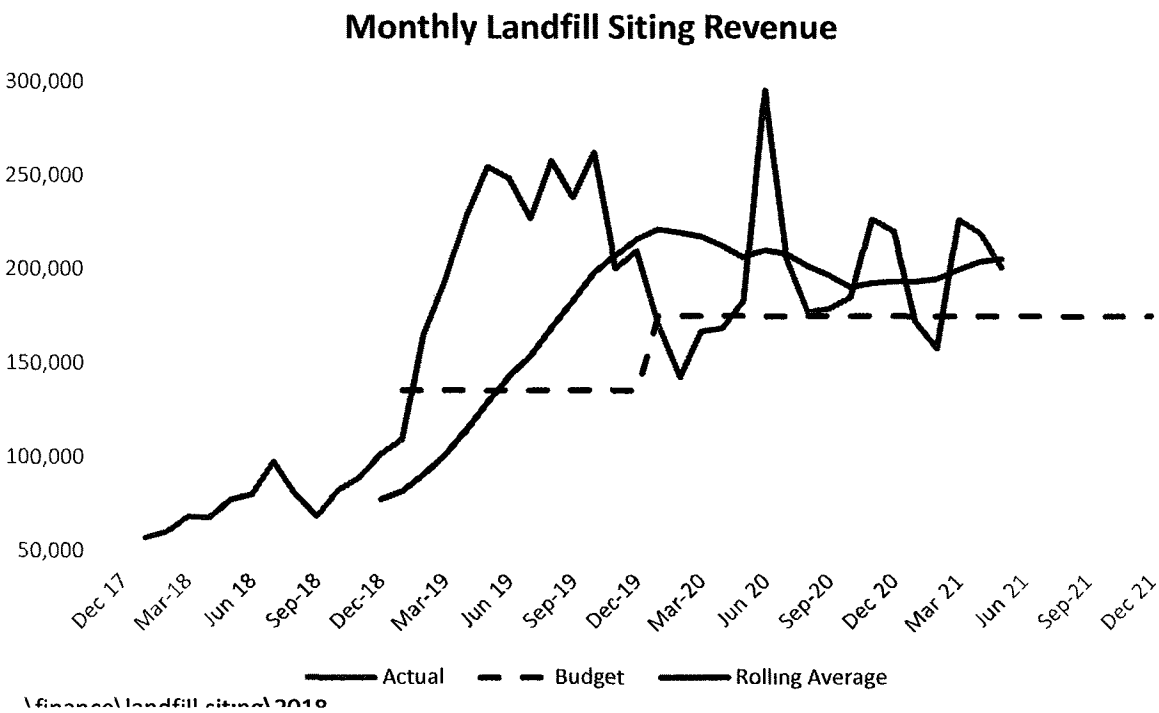
The budget allocation is completed using an average of the last five years actual spending against the Original Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial results.

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored. Cash & Investments in the Governmental Funds totaling \$39.7 million decreased \$1.9 million since last month. Payroll and Capital expenses were the biggest reason.



Investment balances have been reduced at Institutional Capital Management. The yield curve at the short end has flatten and lowered to the point that bank CD's have become more attractive. Our relationship with American Deposit Management has provided the environment to tap the bank CD market. However, in anticipation that the yield curve will steepen, CD's have been limited to 24 months or less.

Landfill Siting Resources – are spread across multiple capital funds and the General Fund. The \$219,000 for April was receipted in June and thus not included in the May financial results. This resource is currently performing approximately 17% better than the \$2.1 million budget. The accompanying chart illustrates the current trend Most of this resource is credited to the Capital funds.



GENERAL FUND revenues of \$18.8 million are \$0.616 million over budget. Tax collections were a little faster this year than prior years. That \$363,000 favorable variance will disappear. Ambulance resources are rather strong this year. Investment income was less than budget with continued very low rates of return.

Year to Date expenditures of \$10.4 million are \$529,000 less than budget. The salt purchase commitment has pushed Public Works over budget, but that is a timing issue.

A \$8.3 million surplus is \$1.1 million favorable to budget – pretty equally related to advance resources and delayed spending

DEBT SERVICE – Debt payments were made March 1 as required.

TIF Districts – The TID's collected the \$3.7 million increment in January as expected. Debt service represents the bulk of the activity in the TID's so far this year.

TID 3 – The 2021 increment was collected and the TID retired \$965,000 of debt along with \$1,006,000 Municipal Revenue Obligation payment. The TID has a \$436,000 fund balance

TID 4 – The \$1.1 million 2021 increment was collected. \$1.2 million of Advances were repaid. The TID has a \$372,000 deficit related to the \$1.3 remaining Advance outstanding. The TID does have \$880,000 of encumbrances that will likely get paid in 2021, raising the deficit back to the interfund advance

TID 5 – The \$674,000 2021 Increment was collected. \$300,000 of debt service was paid. The TID has an \$835,000 fund balance related to capitalized interest

TID 6 – There is no 2021 Increment. \$120,000 of debt service was made from capitalized interest. The TID has a \$441,000 fund balance.

TID 7 – There is no activity in TID7 at this time. The \$1.2 million deficit represents the \$1.5 million advance to fund the developer mortgage.

TID 8 – There is no activity in TID8 at this time

SOLID WASTE FUND – Tippage resources are running stronger than budget and prior years 2020 missed the accrual of the December tippage which ended up in January 2021 That is part of the reason for the overage. Other activity is occurring as budgeted.

CAPITAL OUTLAY FUND – Resources are as expected. As noted earlier, the April landfill siting resources arrived in June, temporarily depressing resources

The Police have ordered several squads, and Highway has ordered much of the equipment budgeted for 2021

EQUIPMENT REPLACEMENT FUND – Resources are as expected so far in 2021.

The Fire department has ordered the radios planned for 2021. The highway department has begun the snow plow orders.

STREET IMPROVEMENT FUND – The 2021 street improvement program has been awarded \$150,000 less than budget.

CAPITAL IMPROVEMENT FUND – Resources have not been received as yet.

Most of the expenditures relate to projects started in 2020, most significantly, Marquette Ave construction. The same can be said for park projects. A project listing is also attached

DEVELOPMENT FUND – The \$251,000 of resources relate to new housing starts in Aspen Woods and Ryan Wood Manor.

May 2021
Financial report

Transfers to Debt Service account for all the use of Public Safety resources. While the park expenditures relate to commitments to developers on new subdivisions as well as qualifying 2021 qualifying park expenditures.

There are Fire, Library, Police and Transportation fees that can be transferred out, however, Common Council has not directed where they should go now that the Debt Service has been retired.

There are now \$5.0 million of park impact fees and \$2.9 million water impact fees on hand.

UTILITY DEVELOPMENT FUND – There has been little activity in this fund in 2021.

SELF INSURANCE FUND – Resources are as expected thru April 30.

The \$1.4 million of claims have been greater than expected and 2020. \$36,000 was received in early June 2021 as Stop Loss recovery.

The fund generated a \$200,000 deficit this year compared to a \$560,000 surplus last year. The fund has a healthy \$3.0 million fund balance.

RETIREE HEALTH FUND – Benefit payments of \$174,908 are 29% greater than 2020 thru May. This drove the Implicit Rate subsidy up to \$22,368.

Investment results have been stellar, with a \$713,000 gain (net of \$33,000 of internal management fees), compared to a \$360,000 loss in 2020. Markets are volatile, so put investment results into perspective with a longer view.

City of Franklin
Cash & Investments Summary
May 31, 2021

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Total	Prior Month Total
General Fund	\$ (692,087)	\$ 14,712,112	\$ 23,238	\$ 3,287,153	\$ 17,330,417	\$ 18,527,093
Debt Service Funds	6,874	197,966	-	-	204,840	204,805
TIF Districts	51,522	3,090,663	673,514	-	3,815,700	3,675,947
Nonmajor Governmental Funds	736,861	11,314,735	6,336,604	-	18,388,200	19,215,262
Total Governmental Funds	103,170	29,315,477	7,033,356	3,287,153	39,739,156	41,623,107
Sewer Fund	507,784	1,158,448	-	-	1,666,232	3,795,622
Water Utility	8,933	2,481,753	782,671	-	3,273,356	4,016,287
Self Insurance Fund	23,254	385,605	2,879,941	-	3,288,800	3,213,986
Other Designated Funds	8,656	-	-	-	8,656	12,350
Total Other Funds	548,627	4,025,806	3,662,612	-	8,237,044	11,038,245
Total Pooled Cash & Investments	651,797	33,341,282	10,695,968	3,287,153	47,976,201	52,661,352
Property Tax Fund	1,197,877	3,213,965	-	-	4,411,843	912,059
Total Trust Funds	1,197,877	3,213,965	-	-	4,411,843	912,059
Grand Total Cash & Investments	1,849,675	36,555,247	10,695,968	3,287,153	52,388,043	53,573,411
Average Floating Rate of Return		0 05%	2 02%	0 05%		
Avg Weighted Rate of Return - CD's		0 76%				
Maturities:						
Demand	1,849,675	26,236,619	6,135	3,287,153	31,379,582	29,799,710
Fixed Income & Equities						
2021 - Q2	-	272,876	-	-	272,876	3,024,518
2021 - Q3	-	500,000	1,006,875	-	1,506,875	1,508,594
2021 - Q4	-	-	4,534,400	-	4,534,400	4,540,766
2022 - Q1	-	2,752,876	2,075,325	-	4,828,201	4,831,368
2022 - Q2	-	267,876	-	-	267,876	267,876
2022	-	2,700,000	2,557,973	-	5,257,973	5,260,433
2023	-	3,825,000	515,260	-	4,340,260	4,340,146
	1,849,675	36,555,247	10,695,968	3,287,153	52,388,043	53,573,411

City of Franklin
2021 Financial Report
General Fund Summary
For the Five months ended May 31, 2021

Revenue	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 19,196,900	\$ 19,196,900	\$ 15,237,857	\$ 15,601,167	\$ 363,310
Other Taxes	614,900	614,900	187,175	323,805	136,630
Intergovernmental Revenue	1,785,400	1,785,400	389,577	465,026	75,449
Licenses & Permits	1,111,150	1,111,150	473,338	392,122	(81,216)
Law and Ordinance Violations	490,000	490,000	244,436	215,858	(28,578)
Public Charges for Services	2,424,650	2,424,650	913,706	1,181,758	268,052
Intergovernmental Charges	203,200	203,200	51,017	59,592	8,575
Investment Income	359,718	359,718	163,487	59,607	(103,880)
Sales of Capital Assets	10,250	10,250	4,265	427	(3,838)
Miscellaneous Revenue	123,000	123,000	49,294	39,270	(10,024)
Transfer from Other Funds	1,050,000	1,050,000	461,783	453,036	(8,747)
Total Revenue	\$ 27,369,168	\$ 27,369,168	\$ 18,175,935	\$ 18,791,668	\$ 615,733
Expenditures	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,160,403	\$ 3,184,744	\$ 1,437,851	\$ 1,290,359	E \$ 147,492
Public Safety	18,352,063	18,472,161	7,236,486	6,966,566	E 269,920
Public Works	4,288,736	4,586,454	1,626,081	1,967,440	E (341,359)
Health and Human Services	713,239	713,239	249,617	249,409	E 208
Other Culture and Recreation	231,343	242,486	80,943	99,319	E (18,376)
Conservation and Development	599,884	617,257	225,354	208,915	E 16,439
Contingency and Unclassified	2,762,500	2,722,500	124,277	79,000	E 45,277
Anticipated underexpenditures					-
Transfers to Other Funds	11,000	361,000	-	-	-
Encumbrances				(409,454)	409,454
Total Expenditures	\$ 30,119,168	\$ 30,899,841	\$ 10,980,609	\$ 10,451,554	\$ 529,055
Excess of revenue over (under) expenditures	(2,750,000)	(3,530,673)	<u>\$ 7,195,326</u>	8,340,114	<u>\$ 1,144,788</u>
Fund balance, beginning of year	9,199,013	9,199,013		9,199,013	
Fund balance, end of period	<u>\$ 6,449,013</u>	<u>\$ 5,668,340</u>		<u>\$ 17,539,127</u>	

E Represents an encumbrance for current year from prior year

**City of Franklin
Debt Service Funds
Balance Sheet
May 31, 2021 and 2020**

	2021			2020		
	Special Assessment	Debt Service	2021 Total	Special Assessment	Debt Service	2020 Total
Assets						
Cash and investments	\$ 204,852	\$ (13)	\$ 204,839	\$ 787,362	\$ 350,884	\$ 1,138,246
Taxes receivable	-	-	-	-	-	-
Special assessment receivable	15,839	-	15,839	30,255	-	30,255
Total Assets	\$ 220,691	\$ (13)	\$ 220,678	\$ 817,617	\$ 350,884	\$ 1,168,501
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 15,839	\$ -	\$ 15,839	\$ 30,255	\$ -	\$ 30,255
Unassigned fund balance	204,852	(13)	204,839	787,362	350,884	1,138,246
Total Liabilities and Fund Balance	\$ 220,691	\$ (13)	\$ 220,678	\$ 817,617	\$ 350,884	\$ 1,168,501

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020**

	2021				2020		
	Special Assessment	Debt Service	2021 Year-to-Date Actual	2021 Original Budget	Special Assessment	Debt Service	2020 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000	\$ -	\$ 1,100,000	\$ 1,100,000
Special Assessments	2,854	-	2,854	21,000	6,221	-	6,221
Investment Income	870	400	1,270	15,000	13,511	3,165	16,676
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	3,724	1,100,400	1,104,124	1,136,000	19,732	1,103,165	1,122,897
Expenditures:							
Debt Service							
Principal	-	1,480,000	1,480,000	1,480,000	-	1,425,000	1,425,000
Interest	-	77,056	77,056	137,363	-	74,962	74,962
Bank Fees	-	-	-	-	-	1,200	1,200
Total expenditures	-	1,557,056	1,557,056	1,617,363	-	1,501,162	1,501,162
Transfers in	-	180,900	180,900	479,895	-	397,950	397,950
Transfers out	-	-	-	(25,886)	-	-	-
Net change in fund balances	3,724	(275,756)	(272,032)	(27,354)	19,732	(47)	19,685
Fund balance, beginning of year	201,128	275,743	476,871	476,871	767,630	350,931	1,118,561
Fund balance, end of period	\$ 204,852	\$ (13)	\$ 204,839	\$ 449,517	\$ 787,362	\$ 350,884	\$ 1,138,246

City of Franklin
Consolidating TID Funds
Balance Sheet
May 31, 2021 and 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	S 27th Business Park TID 8	Total
Assets							
Cash & Investments	\$ 1,301,822	\$ 1,009,102	\$ 812,926	\$ 444,322	\$ 246,882	\$ 646	\$ 3,815,700
Accounts Receivables	-	-	22,646	-	4,500,000	-	4,522,646
Taxes Receivables	(2)	-	3,000	-	-	-	2,998
Total Assets	\$ 1,301,820	\$ 1,009,102	\$ 838,572	\$ 444,322	\$ 4,746,882	\$ 646	\$ 8,341,344
Liabilities and Fund Balance							
Accounts Payable	\$ -	\$ 81,473	\$ -	\$ 2,938	\$ -	\$ -	\$ 84,411
Accrued Liabilities	865,126	-	-	-	-	-	865,126
Advances from Other Funds	-	1,300,000	-	-	1,500,000	100,000	2,900,000
Deferred Inflow	-	-	-	-	4,500,000	-	4,500,000
Unearned Revenue	(2)	-	3,000	-	-	-	2,998
Total Liabilities	865,124	1,381,473	3,000	2,938	6,000,000	100,000	8,352,535
Ending Fund Balance	436,696	(372,371)	835,572	441,384	(1,253,118)	(99,354)	(11,191)
Total Liabilities and Fund Balance	1,301,820	1,009,102	838,572	444,322	4,746,882	646	8,341,344

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020

	Northwestern Mutual TID 3	Ascension Hospital TID 4	Ballpark Commons TID 5	Loomis & Ryan TID 6	Velo Village TID 7	S 27th Business Park TID 8	Total
Revenue							
General Property Tax Levy	\$ 2,067,581	\$ 1,160,642	\$ 478,853	\$ -	\$ 11,911	\$ -	\$ 3,718,987
Payment in Lieu of Tax	62,938	58,830	170,170	-	-	-	291,938
Investment Income	1,734	1,049	86	353	136,103	-	139,325
Miscellaneous revenue	-	-	-	89	-	-	89
Total revenue	2,193,699	1,289,984	674,752	442	148,014	-	4,306,891
Expenditures							
Debt Service Principal	\$ 965,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,000
Debt Service Interest & Fees	35,100	15,625	300,315	120,544	77,569	-	549,153
Administrative Expenses	2,050	2,050	5,400	17,274	2,550	19,375	48,699
Professional Services	4,064	57,449	1,222	7,354	500	15,457	86,046
Capital outlay	-	66,807	-	-	-	1,311	68,118
Development Incentive & Obligation Payments	1,050,225	-	-	-	-	-	1,050,225
Total expenditures	2,056,439	141,931	306,937	145,172	80,619	36,143	2,767,241
Excess of revenue over expenditures	137,260	1,148,053	367,815	(144,730)	67,395	(36,143)	1,539,650
Fund balance beginning of year	299,436	(1,520,424)	467,757	586,114	(1,320,513)	(63,211)	(1,550,841)
Fund balance, end of period	\$ 436,696	\$ (372,371)	\$ 835,572	\$ 441,384	\$ (1,253,118)	\$ (99,354)	\$ (11,191)

City of Franklin
Tax Increment Financing District #3 - Northwestern Mutual
Balance Sheet
May 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 1,301,822	\$ 726,350
Taxes receivable	(2)	-
Total Assets	<u>\$ 1,301,820</u>	<u>\$ 726,350</u>
<u>Liabilities and Fund Balance</u>		
Accrued Liabilities	\$ 865,126	\$ 865,135
Unearned Revenue	(2)	-
Total Liabilities	<u>865,124</u>	<u>865,135</u>
Assigned fund balance	436,696	(138,785)
Total Liabilities and Fund Balance	<u>\$ 1,301,820</u>	<u>\$ 726,350</u>

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020

	2021 Annual Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue				
General property tax levy	\$ 2,107,000	\$ 2,107,000	\$ 2,067,581	\$ 1,401,750
Payment in Lieu of Taxes	62,000	25,833	62,938	-
State exempt aid	537,440	25,600	61,446	33,870 00
Bond proceeds	-	-	1,734	7,615
Total revenue	<u>2,706,440</u>	<u>2,158,433</u>	<u>2,193,699</u>	<u>1,443,235</u>
Expenditures				
Debt service principal	965,000	965,000	965,000	665,000
Debt service interest & fees	55,795	15,665	35,100	45,075
Administrative expenses	4,920	2,050	2,050	2,950
Professional services	150	63	4,064	900
Development incentive & obligation payments	1,050,225	1,050,225	1,050,225	760,005
Total expenditures	<u>2,076,090</u>	<u>2,033,003</u>	<u>2,056,439</u>	<u>1,473,930</u>
Revenue over (under) expenditures	630,350	125,431	137,260	(30,695)
Transfers In (out)	-	14,720	-	-
Fund balance, beginning of year	<u>304,981</u>	<u>299,436</u>	<u>299,436</u>	<u>(108,090)</u>
Fund balance, end of period	<u>\$ 935,331</u>	<u>\$ 439,587</u>	<u>\$ 436,696</u>	<u>\$ (138,785)</u>

City of Franklin
Tax Increment Financing District #4 - Ascension Hospital
Balance Sheet
May 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 1,009,102	\$ 4,297,056
Total Assets	<u>\$ 1,009,102</u>	<u>\$ 4,297,056</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 81,473	\$ 148,521
Advances from Other Funds	1,300,000	-
Total Liabilities	<u>1,381,473</u>	<u>148,521</u>
Assigned fund balance	<u>(372,371)</u>	<u>4,148,535</u>
Total Liabilities and Fund Balance	<u>\$ 1,009,102</u>	<u>\$ 4,297,056</u>

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 1,183,000	\$ 1,183,000	\$ 1,183,000	\$ 1,160,642	\$ 1,138,802
Payment in Lieu of Tax	50,000	50,000	47,500	58,830	73,889
State Exempt Aid	86,060	86,060	28,942	69,463	37,145
Investment Income	-	-	-	1,049	70,147
Total Revenue	<u>1,319,060</u>	<u>1,319,060</u>	<u>1,259,442</u>	<u>1,289,984</u>	<u>1,319,983</u>
Expenditures					
Debt service interest & fees	36,875	36,875	15,365	15,625	-
Administrative expenses	4,920	4,920	2,050	2,050	12,550
Professional services	-	194,276	80,949	57,449	55,084
Capital outlays	-	281,557	117,315	66,807	1,171,754
Total expenditures	<u>41,795</u>	<u>517,628</u>	<u>215,679</u>	<u>141,931</u>	<u>1,239,388</u>
Revenue over (under) expenditures	1,277,265	801,432	1,043,763	1,148,053	80,595
Fund balance, beginning of year	<u>(3,178,830)</u>	<u>(1,520,424)</u>	<u>(1,520,424)</u>	<u>(1,520,424)</u>	<u>4,067,940</u>
Fund balance, end of period	<u>\$ (1,901,565)</u>	<u>\$ (718,992)</u>	<u>\$ (476,661)</u>	<u>\$ (372,371)</u>	<u>\$ 4,148,535</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
May 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 812,926	\$ 842,249
Accounts receivable	22,646	22,890
Taxes receivable	3,000	-
Total Assets	<u>\$ 838,572</u>	<u>\$ 865,139</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ -	\$ 598
Unearned Revenue	3,000	-
Total Liabilities	<u>3,000</u>	<u>598</u>
Assigned fund balance	835,572	864,541
Total Liabilities and Fund Balance	<u>\$ 838,572</u>	<u>\$ 865,139</u>

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 501,000	\$ 501,000	\$ 501,000	\$ 478,853	\$ 721,360
Payment in Lieu of Tax	91,600	91,600	38,167	170,170	91,560
State Exempt Aid	25,640	25,640	10,683	25,643	12,885
Investment Income	-	-	-	86	22,125
Miscellaneous revenue	220,000	220,000	91,667	-	-
Total Revenue	<u>838,240</u>	<u>838,240</u>	<u>641,517</u>	<u>674,752</u>	<u>847,930</u>
Expenditures					
Debt service principal	-	-	-	-	4,000,000
Debt service interest & fees	822,646	822,646	324,220	300,315	427,844
Administrative expenses	12,920	12,920	4,904	5,400	2,950
Professional services	150	16,429	5,946	1,222	7,307
Total expenditures	<u>835,716</u>	<u>851,995</u>	<u>335,070</u>	<u>306,937</u>	<u>4,438,101</u>
Revenue over (under) expenditures	2,524	(13,755)	306,447	367,815	(3,590,171)
Fund balance, beginning of year	<u>541,758</u>	<u>467,757</u>	<u>467,757</u>	<u>467,757</u>	<u>4,454,712</u>
Fund balance, end of period	<u>\$ 544,282</u>	<u>\$ 454,002</u>	<u>\$ 774,204</u>	<u>\$ 835,572</u>	<u>\$ 864,541</u>

City of Franklin
Tax Increment Financing District #6 - Loomis & Ryan
Balance Sheet
May 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 444,322	\$ 5,331,328
Total Assets	<u>\$ 444,322</u>	<u>\$ 5,331,328</u>
<u>Liabilities and Fund Balance</u>		
Accounts Payable	\$ 2,938	\$ 1,107
Total Liabilities	<u>2,938</u>	<u>1,107</u>
Assigned fund balance	441,384	5,330,221
Total Liabilities and Fund Balance	<u>\$ 444,322</u>	<u>\$ 5,331,328</u>

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020

	2021 Annual Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue				
Investment Income	\$ -	\$ -	\$ 353	\$ 24,543
Bond Proceeds	3,000,000	-	-	-
Miscellaneous revenue	-	-	89	-
Total Revenue	<u>3,000,000</u>	<u>-</u>	<u>442</u>	<u>24,543</u>
Expenditures				
Debt service interest & fees	392,850	156,138	120,544	109,850
Administrative expenses	41,480	17,283	17,274	12,550
Professional services	150	10	7,354	13,773
Capital outlays	3,000,000	1,250,000	-	-
Total expenditures	<u>3,434,480</u>	<u>1,423,431</u>	<u>145,172</u>	<u>136,173</u>
Revenue over (under) expenditures	(434,480)	(1,423,431)	(144,730)	(111,630)
Fund balance, beginning of year	<u>212,851</u>	<u>586,114</u>	<u>586,114</u>	<u>5,441,851</u>
Fund balance, end of period	<u>\$ (221,629)</u>	<u>\$ (837,317)</u>	<u>\$ 441,384</u>	<u>\$ 5,330,221</u>

City of Franklin
Tax Increment Financing District #7 - Velo Village
Balance Sheet
May 31, 2021 and 2020

Assets	2021	2020
Cash & investments	\$ 246,882	\$ 394,418
Accounts receivable	4,500,000	4,500,000
Total Assets	<u>\$ 4,746,882</u>	<u>\$ 4,894,418</u>
Accounts Payable	\$ -	\$ -
Advances from Other Funds	\$ 1,500,000	\$ 1,745,000
Deferred Inflow	4,500,000	-
Total Liabilities	<u>6,000,000</u>	<u>1,745,000</u>
Assigned fund balance	(1,253,118)	3,149,418
Total Liabilities and Fund Balance	<u>\$ 4,746,882</u>	<u>\$ 4,894,418</u>

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
General Property Tax Levy	\$ 12,500	\$ 12,500	\$ 12,500	\$ 11,911	\$ -
Investment Income	270,000	270,000	112,500	136,103	13,258
Total Revenue	<u>282,500</u>	<u>282,500</u>	<u>125,000</u>	<u>148,014</u>	<u>13,258</u>
Expenditures					
Debt service interest & fees	153,271	153,271	63,863	77,569	33,507
Administrative expenses	6,120	6,120	2,550	2,550	2,950
Professional services	150	9,250	3,854	500	3,728
Capital outlays	-	-	-	-	166,663
Total expenditures	<u>159,541</u>	<u>168,641</u>	<u>70,267</u>	<u>80,619</u>	<u>206,848</u>
Revenue over (under) expenditures	122,959	113,859	54,733	67,395	(193,590)
Fund balance, beginning of year	<u>3,378,636</u>	<u>(1,320,513)</u>	<u>(1,320,513)</u>	<u>(1,320,513)</u>	<u>3,343,008</u>
Fund balance, end of period	<u>\$ 3,501,595</u>	<u>\$ (1,206,654)</u>	<u>\$ (1,265,780)</u>	<u>\$ (1,253,118)</u>	<u>\$ 3,149,418</u>

City of Franklin
Tax Increment Financing District #8 - S 27th Business Park
Balance Sheet
May 31, 2021 and 2020

<u>Assets</u>	2021	2020
Cash & investments	\$ 646	\$ (13,400)
Total Assets	<u>\$ 646</u>	<u>\$ (13,400)</u>
<u>Liabilities and Fund Balance</u>		
Advances from Other Funds	\$ 100,000	\$ -
Total Liabilities	100,000	-
Assigned fund balance	(99,354)	(13,400)
Total Liabilities and Fund Balance	<u>\$ 646</u>	<u>\$ (13,400)</u>

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020

	2021 Annual Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue					
Bond Proceeds	\$ 6,000,000	\$ 6,000,000	\$ -	\$ -	\$ -
Total Revenue	<u>6,000,000</u>	<u>6,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures					
Debt service interest & fees	100,000	100,000	41,667	-	-
Administrative expenses	46,480	46,480	19,367	19,375	-
Professional services	623,150	652,402	271,833	15,457	13,400
Capital outlays	5,150,500	5,150,500	2,146,042	1,311	-
Development incentive & obligation payments	2,500,000	2,500,000	1,041,667	-	-
Total expenditures	<u>8,420,130</u>	<u>8,449,382</u>	<u>3,520,576</u>	<u>36,143</u>	<u>13,400</u>
Revenue over (under) expenditures	(2,420,130)	(2,449,382)	(3,520,576)	(36,143)	(13,400)
Fund balance, beginning of year	<u>(63,211)</u>	<u>(63,211)</u>	<u>(63,211)</u>	<u>(63,211)</u>	<u>-</u>
Fund balance, end of period	<u>\$ (2,483,341)</u>	<u>\$ (2,512,593)</u>	<u>\$ (3,583,787)</u>	<u>\$ (99,354)</u>	<u>\$ (13,400)</u>

City of Franklin
Solid Waste Collection Fund
Balance Sheet
May 31, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,564,522	\$ 1,532,732
Tax Receivables	46	46
Accrued Receivables	1,405	332
Total Assets	<u><u>\$ 1,565,973</u></u>	<u><u>\$ 1,533,110</u></u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 178,800	\$ 181,386
Accrued salaries & wages	227	460
Restricted fund balance	1,386,946	1,351,264
Total Liabilities and Fund Balance	<u><u>\$ 1,565,973</u></u>	<u><u>\$ 1,533,110</u></u>

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020

<u>Revenue</u>	<u>2021 Original Budget</u>	<u>2021 YTD Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Grants	\$ 69,000	27,600	\$ 69,357	\$ -
User Fees	1,539,449	1,537,477	1,543,817	1,534,662
Landfill Operations-tippage	370,000	115,343	138,672	115,817
Investment Income	20,000	10,171	1,434	14,790
Sale of Recyclables	-	-	245	1,130
Total Revenue	<u><u>1,998,449</u></u>	<u><u>1,690,591</u></u>	<u><u>1,753,525</u></u>	<u><u>1,666,399</u></u>
Expenditures:				
Personal Services	16,384	6,301	2,899	6,030
Refuse Collection	766,300	318,614	303,876	298,037
Recycling Collection	718,000	298,320	303,866	296,838
Leaf & Brush Pickups	60,000	18,000	15,345	20,000
Tippage Fees	483,300	147,577	151,345	148,820
Miscellaneous	5,000	2,480	1,655	535
Total expenditures	<u><u>2,048,984</u></u>	<u><u>791,292</u></u>	<u><u>778,986</u></u>	<u><u>770,260</u></u>
Revenue over (under) expenditures	<u><u>(50,535)</u></u>	<u><u>899,299</u></u>	<u><u>974,539</u></u>	<u><u>896,139</u></u>
Fund balance, beginning of year	<u><u>466,131</u></u>		<u><u>412,407</u></u>	<u><u>455,125</u></u>
Fund balance, end of period	<u><u>\$ 415,596</u></u>		<u><u>\$ 1,386,946</u></u>	<u><u>\$ 1,351,264</u></u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
May 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 807,260	\$ 666,384
Accounts Receivables	18,472	36,300
Total Assets	\$ 825,732	\$ 702,684
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 109,257	\$ 30,015
Assigned fund balance	716,475	672,669
Total Liabilities and Fund Balance	\$ 825,732	\$ 702,684

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020**

<u>Revenue</u>	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Property Taxes	\$ 296,000	\$ 296,000	\$ 296,000	\$ 296,000	\$ 295,700
Grants	15,000	15,000	6,250	3,563	2,043
Landfill Siting	904,100	904,100	369,915	245,053	145,782
Investment Income	7,800	7,800	3,250	790	9,625
Miscellaneous Revenue	41,250	41,250	13,535	36,709	22,707
Notes Proceeds	542,000	542,000	225,833	-	-
Total Revenue	1,806,150	1,806,150	914,783	582,115	475,857
Expenditures:					
General Government	55,200	82,194	18,636	10,247	70,787
Public Safety	619,535	703,105	338,873	498,208	372,283
Public Works	551,000	648,849	265,321	592,284	48,167
Health and Human Services	-	-	-	-	900
Culture and Recreation	364,000	429,000	158,057	91,806	-
Conservation and Development	180,000	180,000	75,000	12,935	1,467
Contingency	40,650	40,650	11,374	-	-
Encumbrances			-	(647,597)	(198,705)
Total expenditures	1,810,385	2,083,798	867,261	557,883	294,899
Revenue over (under) expenditures	(4,235)	(277,648)	<u>47,522</u>	24,232	180,958
Fund balance, beginning of year	311,711	692,243		692,243	491,711
Fund balance, end of period	<u>\$ 307,476</u>	<u>\$ 414,595</u>		<u>\$ 716,475</u>	<u>\$ 672,669</u>

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

**City of Franklin
Equipment Replacement Fund
Balance Sheet
May 31, 2021 and 2020**

<u>Assets</u>	2021	2020
Cash and investments	\$ 1,961,480	\$ 2,498,199
Total Assets	\$ 1,961,480	\$ 2,498,199
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 69,775	\$ 5,135
Assigned fund balance	1,891,705	2,493,064
Total Liabilities and Fund Balance	\$ 1,961,480	\$ 2,498,199

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020**

	2021 Original Budget	2021 Amended Budget	2021 Year-to-Date Budget	2021 Year-to-Date Actual	2020 Year-to-Date Actual
Revenue:					
Landfill	\$ 604,400	\$ 604,400	\$ 242,642	\$ 161,520	\$ 176,660
Investment Income	37,400	37,400	15,583	1,052	56,775
Grants	-	-	-	-	178,624
Property Sales	30,000	30,000	1,724	-	-
Total revenue	<u>671,800</u>	<u>671,800</u>	<u>259,949</u>	<u>162,572</u>	<u>412,059</u>
Expenditures:					
Public Safety	361,500	391,668	198,429	355,304 E	244,918
Public Works	807,000	1,047,130	410,915	846,612 E	683,034
Encumbrances	-	-	-	(541,213)	(480,895)
Total expenditures	<u>1,168,500</u>	<u>1,438,798</u>	<u>609,344</u>	<u>660,703</u>	<u>447,057</u>
Revenue over (under) expenditures	(496,700)	(766,998)	<u>(349,395)</u>	(498,131)	(34,998)
Fund balance, beginning of year	<u>2,130,162</u>	<u>2,389,836</u>		<u>2,389,836</u>	<u>2,528,062</u>
Fund balance, end of period	<u>\$ 1,633,462</u>	<u>\$ 1,622,838</u>		<u>\$ 1,891,705</u>	<u>\$ 2,493,064</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
May 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,035,487	\$ 921,171
Total Assets	<u>\$ 1,035,487</u>	<u>\$ 921,171</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 2,358	\$ 15,716
Assigned fund balance	1,033,129	905,455
Total Liabilities and Fund Balance	<u>\$ 1,035,487</u>	<u>\$ 921,171</u>

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Totals</u>	<u>2020 Year-to-Date Totals</u>
Revenue:				
Landfill Siting	\$175,000	\$175,000	\$44,550	\$109,806
Investment Income	7,500	7,500	492	6,697
Intergovernmental Resources	1,074,500	1,074,500	403,643	300,000
Total revenue	<u>1,257,000</u>	<u>1,257,000</u>	<u>448,685</u>	<u>416,503</u>
Expenditures:				
Street Reconstruction Program - Current Year	1,000,000	1,000,000	857,571	992,145
Encumbrances	-	-	(839,025)	(974,890)
Total expenditures	<u>1,000,000</u>	<u>1,000,000</u>	<u>18,546</u>	<u>17,255</u>
Revenue over (under) expenditures	257,000	257,000	430,139	399,248
Fund balance, beginning of year	<u>506,207</u>	<u>602,990</u>	<u>602,990</u>	<u>506,207</u>
Fund balance, end of period	<u>\$ 763,207</u>	<u>\$ 859,990</u>	<u>\$ 1,033,129</u>	<u>\$ 905,455</u>

**City of Franklin
Capital Improvement Fund
Balance Sheet
May 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 1,924,386	\$ 1,455,351
Accrued receivables	516,950	951,949
Total Assets	\$ 2,441,336	\$ 2,407,300
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ (220)	\$ 42,476
Contracts Payable	51,133	208,470
Miscellaneous Payables	-	172,000
Deferred Inflow	508,000	943,000
Assigned fund balance	1,882,423	1,041,354
Total Liabilities and Fund Balance	\$ 2,441,336	\$ 2,407,300

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Totals</u>	<u>2020 Year-to-Date Totals</u>
Revenue:					
Block Grants	\$ -	\$ -	\$ -	\$ -	\$ 173,365
Other Grants-NEXT Gen 911 Grant	-	-	-	14,327	-
DPW Charges	-	-	-	-	2,041
Landfill Siting	51,500	51,500	7,131	11,142	83,449
Transfers from Other Funds	5,000,000	5,000,000	-	-	-
Transfers from General Funds	-	350,000	-	-	-
Transfers from Impact Fees	2,209,750	2,209,750	221,526	-	47,797
Transfers from Connection Fees	1,140,000	1,140,000	475,000	-	-
Bond Proceeds	1,458,000	1,458,000	607,500	-	-
Donations	86,000	86,000	86,000	-	-
Investment Income	5,000	5,000	2,083	1,970	13,744
Total revenue	9,950,250	10,300,250	1,399,240	27,439	320,396
Expenditures:					
General Government	350,000	712,408	10,013	(56,873) E	107,089
Public Safety	499,500	636,572	62,607	248,769 E	1,202,398
Public Works	252,000	1,072,874	-	1,065,840 E	387,239
Culture and Recreation	410,000	622,301	175,763	212,391 E	227,933
Sewer & Water	8,140,000	8,140,000	2,493,333	-	199,000
Contingency	150,000	150,170	87,122	170	20,170
Bond/Note Issuance Cost	100,000	100,000	-	-	-
Encumbrances	-	-	-	(1,302,488)	(852,311)
Total expenditures	9,901,500	11,434,325	2,828,838	167,809	1,291,518
Revenue over (under) expenditures	48,750	(1,134,075)	<u>(1,429,598)</u>	(140,370)	(971,122)
Fund balance, beginning of year	396,395	2,022,793		2,022,793	2,012,476
Fund balance, end of period	\$ 445,145	\$ 888,718		\$ 1,882,423	\$ 1,041,354

City of Franklin
Capital Improvement Fund

Project/Name	Activity	Amended 2021 Budget				Actual Thru May 31, 2021			
		Total	Funding Source	Amount	Net City Funds	Total	Funding Source	Amount	Net City Funds
Landfill Siting Revenue					\$ 51,500				\$ 11,142
Investment Income		5,000			5,000				1,970
Total Revenue		5,000			56,500	-			13,112
GENERAL GOVERNMENT									
City Hall Roof, HVAC		10,013			10,013	(59,268)			(59,268)
Historical Society Barn		2,395			2,395	2,395			2,395
PARK DEVELOPMENT									
Pleasant View Park improvements	Park	300,000	Park Impact Fees	141,000	159,000		Park Impact Fees		-
Pleasant View Park pavilion	Park	19,287			19,287	19,287	Park Impact Fees		19,287
116th Street Trail design	Park	100,762			100,762	100,454	Park Impact Fees		100,454
Park Signage	Park	20,000			20,000				
Church Street pathway	Park	75,000	Park Impact Fees	53,250	21,750		Park Impact Fees		-
Ernie Lake aeration system	Park	15,000			15,000	397			397
Pleasant View Park - Improvement Planning	Park	88,616	Park Impact Fees		88,616	88,616	Park Impact Fees		88,616
Land Purchase - ROW - Water Tower Park	Park	3,636			3,636	3,636			3,636
Public Safety									
Replace roof @ Police Dept	Pub Safety	127,500			127,500				-
Video Surveillance Cameras - replacement @ Police Bldg	Pub Safety	247,000			247,000				
911 Phone system - replacement	Pub Safety	125,000			125,000	109,458	Grant	14,327	95,131
Indoor Shooting Range	Pub Safety	39,054			39,054	39,054			39,054
Fire Station Specific Alerting	Pub Safety	37,313			37,313	38,089			38,089
Inspection Software	Pub Safety	60,705			60,705	62,168			62,168
Public Works									
Marquette Ave construction - 49th to 51st	Pub Wrks	924,955	Grant	101,500	823,455	964,716	Grant		964,716
S 51st/Drexel Roundabout	Pub Wrks	9,003			9,003	9,003			9,003
S 68th S/Loomis to Puetz sight line	Pub Wrks	27,741			27,741	27,741			27,741
Water Main on W Minnesota Ave	Pub Wrks	140,000	Utility Development	140,000	-		Utility Development		
Water Tower in Southwest Zone	Pub Wrks	4,000,000	Water Impact Fees	2,000,000	2,000,000		Water Impact Fees		
	Pub Wrks		Water Fund	2,000,000	(2,000,000)		Water Fund		-
Highway Building addition - design work	Pub Wrks	30,000			30,000				
Replace Industrial Park temporary Lift Station	Pub Wrks	3,000,000	Transfer in from Sewer Fund	3,000,000	-		Transfer in from Sewer Fund		-
Curb replacements	Pub Wrks	35,000			35,000	-			
Traffic Signals - Emergency Veh Preemption	Pub Wrks	32,375			32,375	32,375			32,375
Rawson Homes - Storm sewer	Pub Wrks					18,206			18,206
Land purchase - ROW - 51st & Drexel	Pub Wrks	13,800			13,800	13,800			13,800
Muni Buildings Improvements		350,000			350,000				
Total Approved Projects		9,834,155		7,435,750	2,398,405	1,470,127		14,327	1,455,800
PROJECTS PENDING APPROVAL									
Water Projects	Utility	500,000	Water	500,000	-		Water		
Sewer Projects	Utility	500,000	Sewer Connection Fees	500,000	-		Sewer Connection Fees		
Contingency		150,170			150,170	170			170
Encumbrances									(1,302,488)
Total Projects		10,984,325		8,435,750	2,548,575	1,470,297		14,327	153,482
Net Revenue (Expenditures)					(2,492,075)				(140,370)
Loan Proceeds					1,458,000				
Transaction fees					(100,000)				
Net Rev (Expenditures)					(1,134,075)				(140,370)
Beginning Fund balance					2,022,793				2,022,793
Ending Fund Balance					\$ 888,718				\$ 1,882,423

**City of Franklin
Development Fund
Balance Sheet
May 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 6,533,106	\$ 7,168,979
Impact fees receivable	-	232,640
Due From TID's	2,800,000	1,745,000
Total Assets	\$ 9,333,106	\$ 9,146,619
 <u>Liabilities and Fund Balance</u>		
Payable to Developers- Oversizing	\$ 337,643	\$ 221,759
Unearned Revenue - Other	-	232,640
Assigned fund balance	8,995,463	8,692,220
Total Liabilities and Fund Balance	9,333,106	9,146,619

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Amended Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:				
Impact Fee Parks	\$ 146,117	\$ 146,117	\$ 49,426	\$ 141,401
Southwest Sewer Service Area	112,000	112,000	60,434	60,435
Administration	7,535	7,535	1,430	2,145
Water	498,000	498,000	89,422	132,570
Transportation	158,825	158,825	17,088	4,648
Fire Protection	108,875	108,875	11,696	20,011
Law Enforcement	124,750	124,750	13,386	37,205
Library	24,750	24,750	8,670	40,028
Total Impact Fees	1,180,852	1,180,852	251,552	438,443
Investment Income	106,250	106,250	3,529	104,657
Interfund Interest Income	79,250	79,250	29,567	2,686
Total revenue	1,366,352	1,366,352	284,648	545,786
Expenditures:				
Other Professional Services	15,000	18,321	3,321 E	49,406
Transfer to Debt Service				
Law Enforcement	205,182	205,182	180,900	199,856
Fire	42,941	42,941	-	39,863
Transportation	71,886	71,886	-	64,249
Library	134,000	134,000	-	93,982
Total Transfers to Debt Service	454,009	454,009	180,900	397,950
Transfer to Capital Improvement Fund				
Park	1,259,250	1,259,250	93,000 E	47,797
Water	2,000,000	2,000,000	-	-
Total Transfers to Capital Improve	3,259,250	3,259,250	93,000	47,797
Capital Improvements				
Park				25,285
Sewer Fees	75,000	75,000	-	-
Water Fees	250,000	250,000	-	528,760
Encumbrances	-	-	(96,321)	(362,172)
Total expenditures	4,053,259	4,056,580	180,900	687,026
Revenue over (under) expenditures	(2,686,907)	(2,690,228)	103,748	(141,240)
Fund balance, beginning of year	8,528,646	8,891,715	8,891,715	8,833,460
Fund balance, end of period	\$ 5,841,739	\$ 6,201,487	\$ 8,995,463	\$ 8,692,220

**City of Franklin
Utility Development Fund
Balance Sheet
May 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments - Water	\$ 1,041,442	\$ 1,010,331
Cash and investments - Sewer	1,359,979	1,279,592
Special Assessment - Water Current	43,720	60,216
Special Assessment - Water Deferred	127,977	136,365
Special Assessment - Sewer Current	105,205	143,426
Reserve for Uncollectible	(16,776)	(16,777)
Total Assets	<u>\$ 2,661,547</u>	<u>\$ 2,613,153</u>
 <u>Liabilities and Fund Balance</u>		
Unearned Revenue	\$ 260,126	\$ 323,231
Total Fund Balance	<u>2,401,421</u>	<u>2,289,922</u>
Total Liabilities and Fund Balance	<u>\$ 2,661,547</u>	<u>\$ 2,613,153</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020**

	<u>2021 Original Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Revenue:				
Special Assessments-				
Water	\$ 45,000	\$ 15,161	\$ 8,388	\$ 48,906
Sewer	40,000	10,426	-	19,488
Connection Fees-				
Sewer	40,000	14,314	2,100	15,802
 Total Assessments & Connection Fees	 125,000	 39,901	 10,488	 84,196
Special Assessment Interest	-	-	-	634
Investment Income	17,500	7,292	2,756	10,295
Total revenue	<u>142,500</u>	<u>47,193</u>	<u>13,244</u>	<u>95,125</u>
 Transfer to Capital Improvement Fund				
Water	500,000	208,333	-	-
Sewer	500,000	208,333	-	-
Total Transfers to Capital Improven	<u>1,000,000</u>	<u>416,666</u>	<u>-</u>	<u>-</u>
 Revenue over (under) expenditures	 (857,500)	 (369,473)	 13,244	 95,125
 Fund balance, beginning of year	 <u>2,373,797</u>	 <u>2,388,177</u>	 <u>2,388,177</u>	 <u>2,194,797</u>
 Fund balance, end of period	 <u>\$ 1,516,297</u>	 <u>\$ 2,018,704</u>	 <u>\$ 2,401,421</u>	 <u>\$ 2,289,922</u>

**City of Franklin
Self Insurance Fund - Actives
Balance Sheet
May 31, 2021 and 2020**

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 3,394,249	\$ 3,224,691
Accounts receivable	324	324
Total Assets	\$ 3,394,573	\$ 3,225,015
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 39,104	\$ 1,591
Claims payable	311,800	175,000
Unrestricted net assets	3,043,669	3,048,424
Total Liabilities and Fund Balance	\$ 3,394,573	\$ 3,225,015

**City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020**

<u>Revenue</u>	<u>2021 Original Budget</u>	<u>2021 Year-to-Date Budget</u>	<u>2021 Year-to-Date Actual</u>	<u>2020 Year-to-Date Actual</u>
Medical Premiums-City	\$ 2,213,369	\$ 933,509	\$ 950,061	\$ 1,021,829
Medical Premiums-Employee	478,630	201,816	181,132	208,981
Other - Invest Income, Rebates	159,800	66,583	35,290	130,205
Medical Revenue	<u>2,851,799</u>	<u>1,201,908</u>	<u>1,166,483</u>	<u>1,361,015</u>
Dental Premiums-City	112,000	47,690	77,650	49,856
Dental Premiums-Retirees	3,600	1,796	1,296	1,296
Dental Premiums-Employee	60,000	25,534	26,174	24,352
Dental Revenue	<u>175,600</u>	<u>75,020</u>	<u>105,120</u>	<u>75,504</u>
Total Revenue	<u>3,027,399</u>	<u>1,276,928</u>	<u>1,271,603</u>	<u>1,436,519</u>
Expenditures:				
Medical				
Medical claims	1,848,536	704,768	923,025	362,075
Prescription drug claims	-	-	77,306	73,015
Refunds-Stop Loss Coverage	-	-	-	(5,394)
Total Claims	<u>1,848,536</u>	<u>704,768</u>	<u>1,000,331</u>	<u>429,696</u>
Medical Claim Fees	107,041	46,242	81,993	41,339
Stop Loss Premiums	540,610	227,189	220,263	217,062
Other - Miscellaneous	177,245	55,129	7,248	10,423
HSA Contributions	224,650	86,404	54,250	119,250
Plan Administration	-	-	19,625	-
Total Medical Costs	<u>2,898,082</u>	<u>1,119,732</u>	<u>1,383,710</u>	<u>817,770</u>
Dental				
Active Employees & COBRA	179,000	68,530	82,946	56,889
Retiree	5,700	2,998	4,909	1,957
Total Dental Costs	<u>184,700</u>	<u>71,528</u>	<u>87,855</u>	<u>58,846</u>
Total Expenditures	<u>3,082,782</u>	<u>1,191,260</u>	<u>1,471,565</u>	<u>876,616</u>
Revenue over (under) expenditures	(55,383)	<u>\$ 85,668</u>	(199,962)	559,903
Net assets, beginning of year	<u>2,488,521</u>		<u>3,243,631</u>	<u>2,488,521</u>
Net assets, end of period	<u>\$ 2,433,138</u>		<u>\$ 3,043,669</u>	<u>\$ 3,048,424</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
May 31, 2021 and 2020

<u>Assets</u>	<u>2021</u>	<u>2020</u>
Cash and investments	\$ 143,662	\$ 491,071
Investments held in trust - Fixed Inc	2,829,739	2,170,747
Investments held in trust - Equities	5,583,627	3,616,325
Accounts receivable	9,643	5,488
Total Assets	\$ 8,566,671	\$ 6,283,631
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 3,270	\$ -
Claims payable	16,600	10,000
Net assets held in trust for post emp	8,546,801	6,273,631
Total Liabilities and Fund Balance	\$ 8,566,671	\$ 6,283,631

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2021 and 2020

<u>Revenue</u>	<u>2021</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2020</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 79,602	\$ 63,977
Medical Charges - Retirees	72,938	66,107
Implicit Rate Subsidy	22,368	5,690
Medical Revenue	174,908	135,774
Expenditures:		
Retirees-Medical		
Medical claims	79,262	54,661
Prescription drug claims	45,109	46,452
Total Claims-Retirees	124,371	101,113
Medical Claim Fees	12,139	5,901
Stop Loss Premiums	38,398	28,955
Miscellaneous Expense	-	(195)
Total Medical Costs-Retirees	174,908	135,774
Revenue over (under) expenditures	-	-
Annual Required Contribution-Net	39,130	94,823
Other - Investment Income, etc.	712,757	(359,952)
Total Revenues	751,887	(265,129)
Net Revenues (Expenditures)	751,887	(265,129)
Net assets, beginning of year	7,794,914	6,538,760
Net assets, end of period	\$ 8,546,801	\$ 6,273,631

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/06/2021
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.

See attached listing from meeting of July 6, 2021.

COUNCIL ACTION REQUESTED



414-425-7500

**License Committee
Agenda*
Alderman Room
July 6, 2021 – 5:25 p.m.**

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2021-2022 New 5:30 p.m.	Hogan, Jessica A 3338 W Birchwood Ave Milwaukee, WI 53221 Walmart #1551			
Extraordinary Entertainment & Special Event 5:35 p.m.	Victory of the Lamb Person in Charge: Samantha Goodger Location: 11120 W. Loomis Rd. Dates of Event: August 14 th Time: 5:30pm-9pm			
Operator 2021-2022 New	Bertram, Jonah J 8727 W Mallard Ct Franklin, WI 53132 Kwik Trip #287			
Operator 2021-2022 New	Cantwell, Terrance M 800 E Henry Clay St Apt# 104 Whitefish Bay, WI 53217 Sam's Club #8167			
Operator 2021-2022 New	Gernhauser, Madeline A 1124 Sundance Ln Racine, WI 53402 Milwaukee Burger Company			
Operator 2021-2022 New	Giese, Calvin J 306 E Lincoln Ave Milwaukee, WI 53207 Franklin Noon Lions Club/Civic Celebration 7/2-7/4/2021			
Operator 2021-2022 New	Gilbert, Shelby L 947 Perkins Ave Waukesha, WI 53186 Sam's Club #8167			
Operator 2021-2022 New	Hamilton-Smith, Brandon J 3134 W American Dr Greenfield, WI 53221 Point After Pub & Grille			
Operator 2021-2022 New	Le Houillier, Pamela J 6456 W River Pointe Dr Franklin, WI 53132 Franklin Lioness Club/St Martin's Fair			
Operator 2021-2022 New	Martinez, Julia K 6455 W English Meadows Dr Apt# F306 Greenfield, WI 53220 Swiss Street Pub & Grill			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2021-2022 New	Moehlenpah, Ann C 3573 W Hilltop Ln Franklin, WI 53132 Walgreens #5884			
Operator 2021-2022 New	Nolte, Nicholas F 5769 S Elaine Ave Cudahy, WI 53110 Pick'n Save #6431			
Operator 2021-2022 New	Okrzesik, Tyler K 9145 S Meyer Ln Oak Creek, WI 53154 Milwaukee Burger Company			
Operator 2021-2022 New	Pengelly IV, William R 1808 W Meyer Ln Apt# 5106 Oak Creek, WI 53154 Sam's Club #8167			
Operator 2021-2022 New	Rocha, Michelle M 8457 S Braeburn Dr Oak Creek, WI 53154 Marcus Showtime Cinema			
Operator 2021-2022 New	Terp, Jeffrey F 26430 Grace Dr Wind Lake, WI 53185 Franklin Lions Club/St Martin's Fair			
Operator 2021-2022 New	Toman, Hayley S 138 Elkhorn Rd Apt 205 Eagle, WI 53119 Swiss Street Pub & Grill			
Operator 2021-2022 New	Weiss, Katie M 1237 S 72 nd St West Allis, WI 53214 Landmark			
Operator 2021-2022 Renewal	Blue, Michelle L 11229 W National Ave Apt# 114 West Allis, WI 53227 Mulligan's Irish Pub & Grill			
Operator 2021-2022 Renewal	Davison, Barbara J 6931 S. Phyllis Ln Franklin, WI 53132 Pick'n Save #6431			
Operator 2021-2022 Renewal	Flores, Heather M 8028 S Wildwood Dr #202 Oak Creek, WI 53154 No Location			
Operator 2021-2022 Renewal	Fons, Dennis M 7930 W Puetz Rd Franklin, WI 53132 Franklin Noon Lions Club - Civic Celebration & St. Martin's Fair			
Operator 2021-2022 Renewal	Goehring, David F 8017 S 57 th St Franklin, WI 53132 St. Martin of Tours Church			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2021-2022 Renewal	Grabarczyk, Gloria J 7467 S 69 th St Franklin, WI 53132 Franklin Lioness Club/St Martin's Fair			
Operator 2021-2022 Renewal	Peters, Miranda R 4950 S Heritage Dr Apt 101 Greenfield, WI 53220 Iron Mike's			
Change of Agent 2021-2022	Milwaukee Burger Company Ralph Hornaday 1322 Milwaukee Ave South Milwaukee, WI 53172			
Change of Agent 2021-2022	Marcus Showtime Cinema Dawn Majewski 5680 N Braeburn Ln Glendale, WI 53209			
Class B Beer Class C Wine 2021-2022	Lover Lane Buffet, Inc. DbA Lovers Lane Sushi and Seafood Buffet 6514 S Lovers Lane Rd. Jingduan Jiang, Agent			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lioness Club – St Martins Fair Fee Waivers: St Martins Fair Permit, Temporary Class B Beer and Wine Licenses, and Operator's Permit Date of Events: 9/5/20-9/6/21 Location: St. Martins Labor Day Fair			
		Time		
3.	Adjournment			

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

APPROVAL <i>slw</i> <i>AK</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/6/2021
Bills	Vouchers and Payroll Approval	ITEM NUMBER I

Attached are vouchers dated June 11, 2021 through July 1, 2021 Nos 183513 through Nos 183780 in the amount of \$ 3,268,178 37 (\$1 874,142,91 which was an investment transfer) Also included in this listing are EFT's Nos 4620 through Nos 4637 Library vouchers totaling \$ 29,995 77, Tourism vouchers totaling \$ 24,999 99 and Water Utility vouchers totaling \$ 132,041 19 Voided checks in the amount of (\$ 1,738 97) are separately listed

Early release disbursements dated June 11, 2021 through June 30, 2021 in the amount of \$ 2,573,391 66 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolution 2013-6920

The net payroll dated June 18, 2021 is \$427,042 97, previously estimated at \$ 410,000 Payroll deductions dated June 18, 2021 are \$ 449,344 88 previously estimated at \$ 442,000

The net payroll dated July 2, 2021 is \$ 414,151 51, previously estimated at \$ 405,000 Payroll deductions dated July 2, 2021 are \$ 233,851 09 previously estimated at \$ 249,000

The estimated payroll for July 16, 2021 is \$ 410,000 with estimated deductions and matching payments of \$ 454,000

Attached is a list of property tax settlements EFT's Nos 384 through Nos 387 and Nos 287(S) through Nos 289(S) dated June 11, 2021 through June 30, 2021 in the amount of \$ 1,516,715 49

******Tax settlements in the amount of \$4,561,337 92 were approved at the meeting dated June 15, 2021*

Authorization to release WE Energies payment not to exceed \$6,500 for movement of light pole in the Marquette Ave construction project

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of July 1, 2021 in the amount of \$ 3,268,178 37 and
- Payroll dated June 18, 2021 in the amount of \$ 427,042 97 and payments of the various payroll deductions in the amount of \$ 449,344 88 plus City matching payments and
- Payroll dated July 2, 2021 in the amount of \$ 414,151 51 and payments of the various payroll deductions in the amount of \$ 233,851 09 plus City matching payments and
- Estimated payroll dated July 16, 2021 in the amount of \$ 410,000 and payments of the various payroll deductions in the amount of \$ 454,000, plus City matching
- Release WE Energies check not to exceed \$6,500 for light pole move

ROLL CALL VOTE NEEDED