

<p>APPROVAL</p> <p><i>slw</i> <i>MMZ</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/4/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Request from the Franklin Historical Society for Reconsideration of the Role of the City's Budgeted Investment in the Historical Society Barn and to Authorize City Staff to Proceed with the Steps for Completion of the Historical Barn Foundation Work (Franklin Historical Society)</p>	<p>ITEM NUMBER</p> <p><i>G.10.</i></p>

SUMMARY: Attached is a request from the Franklin Historical Society (FHS) for two items related to their efforts to have a historical barn constructed as part of the living museums in Lions Legend Park. First is reconsideration of the role of the City's budgeted investment of \$20,000 toward the project. Second is review of the proposed site plan to ensure initial input of the Common Council is addressed such that the project may move forward. Both items are addressed in one suggested motion.

BACKGROUND: The project has largely been on hold as the FHS has been undertaking the necessary fundraising needed to initiate the project. The project will be a City of Franklin project, meaning bid out by the City of Franklin. Much of the organizational administrative details were laid out in a January 2014 Council Action sheet (attached), which resulted in the following action:

"Motion to direct staff to work with the Franklin Historical Society to prepare an Ownership Agreement, an Operating and Maintenance Agreement, and a Capital Projects Agreement for the Barn Project in a form acceptable to the City Attorney and, further, to authorize Engineering prepare, in conjunction with the FHS, bid documents for the Barn Project."

Those actions have not yet occurred, because, as noted, until sufficient fundraising occurred or was imminent the drafting of those documents was either premature or not an immediate priority.

FHS BARN FOUNDATION PROPOSAL: The FHS is requesting that the City use its budgeted \$20,000 and labor from the Department of Public Works (DPW) to install the foundation of the barn. In summary, the FHS believes that installation of the barn foundation will reinvigorate donations to achieve the full amount expected. In the event that did not occur promptly, FHS would borrow funds (commitments to personally guarantee such loan have already been obtained by FHS) for transfer to the City.

In summary description, DPW would prepare the site and perform the foundation and footing excavations. Jerry Schaefer prefers for the City to perform this work so that extra effort can be taken to preserve the old growth trees. DPW would then contract with a concrete company to complete the installation of the footings and foundation and would then complete the foundation with backfilling, etc. Jerry indicates that the work can be performed by his staff without significantly negatively impacting regular operations of the department since the work involves roughly a 4-man crew to perform work over a 2 to 3 week period. While that step is happening, construction and bid documents would be prepared and completed.

The motion presented below authorizes the "Historical Society Barn" project in the Capital Improvement Fund to become an "Approved Project" and authorizes City staff to proceed with the steps for completion of the foundation work, in coordination with the required Planning approvals. If approved, staff will prepare the Capital Projects Agreement, to ensure, in part, that the City receives funding for the remaining portion of the project prior to awarding a bid on the project. (Alternatively, and more conservatively, the motion could be amended to require the execution of the Capital Projects Agreement prior to breaking ground on the footings and foundation.) The additional agreements called for in the January 21, 2014 Common Council motion can be prepared while the construction process is underway or in advance of bidding if necessary.

SITE PLAN APPROVAL: Ultimately, before any construction or foundation work can begin, the project requires a site plan approval by the Plan Commission. Attached as part of the FHS's request is a site plan. Some design images of the barn have also been attached. Jerry Schaefer was instrumental in the placement of the barn foundation such that the greatest care was taken to preserve the trees, particularly the large tree to the south. The size of the limestone patio area will be re-evaluated to confirm to Jerry's satisfaction as to if it needs to be slightly reduced in coverage on the south side. If the Common Council approves the motion to begin with the barn foundation work, the site plan will be verified in the field by Engineering (for example, confirming the existing pump house location is accurately placed, etc.), and Engineering will proceed to submit the necessary paperwork for a site plan review by the Plan Commission, in the manner as indicated in the motion. [Note that the City does not charge itself permit fees for such applications.]

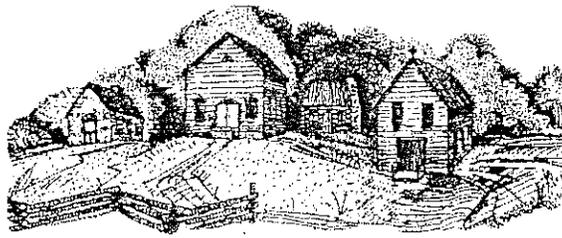
FUTURE STEPS: **If the motion is approved**, then the project will no longer be stalled pending FHS's ability to secure all of the funding. Staff will complete the Ownership Agreement, an Operating and Maintenance Agreement, and the Capital Projects Agreement as previously authorized. Bid documents will begin to be prepared while the project receives Plan Commission's site plan approval. A budget modification will also need to be prepared and approved as the Capital Improvement Fund currently only incorporates appropriations for the City's \$20,000 portion whereas, as a City executed project, the full project amount will require appropriations.

If the motion is not approved, a motion to "Receive and file" would be in order. In such an instance, the action previously approved in January of 2014 remains in place and work on those documents would be initiated; however, the initial construction activity on the capital improvement project, including the foundation work, would remain on hold pending the ability of the FHS to secure all of the funding necessary for the project.

COUNCIL ACTION REQUESTED

The Franklin Historical Society effectively requests the following motion:

"Motion to authorize the "Historical Society Barn" project in the Capital Improvement Fund to become an "Approved Project" and to authorize City staff to proceed with the steps for completion of the foundation work, in coordination with the required Planning approvals, which includes authorization for the City Engineer to execute and submit an application for a site plan review."



Franklin Historical Society
P.O. Box 320012
Franklin, WI 53132

office/fax: 414-421-6539

March 22, 2016

City of Franklin, WI.
Franklin Common Council

The Franklin Historical Society has served the City of Franklin since 1969. Our mission has been to preserve the history of our great city by maintaining living museums in Lions Legend Park and educating the youth of our city's history.

Franklin started as a farming community and still remains active as one. In our historic village we have the St. Peters Chapel, Franklin's Town Hall, the Whelan School and the Sheehan-Godsell Cabin. What we do not have is a Franklin barn to represent the family farming life that is so important to our past. Four years ago the Wendt family offered a donation of a historic 1880's Franklin family barn to the FHS.

This donation was both a great opportunity and challenge for the FHS. By disassembling the barn and reconstructing it in our village we can build a barn museum to display the many artifacts, tools and equipment we have to demonstrate the life style of a Franklin farming family in the 19th and 20th century.

The FHS has graduated over 6,000 students in our grade school program. They are instructed as if they were students in 1908. After the morning class the students tour our other buildings. The barn museum would be an important educational extension of this program. As with our other buildings the barn would be open often to the general public.

The City of Franklin and the Franklin Historical Society have a long history of working together. This has been the case with the barn project. The city has helped transport and then store the disassembled barn. In addition the city has budgeted \$20,000 for the reconstruction. All the help is greatly appreciated by the FHS. We do need some additional help.

Before we make a request for help let us take a look at what the FHS has done so far to build the barn.

From the very start this project was a "leap of faith" for it was well beyond our normal financial means. However, we considered the project essential to our mission to preserve Franklin's history.

Two special committees were created for this project. A barn construction committee's job was to develop plans and find the most economical means to build it. The fundraising committee started a capital account to fund the construction.

The FHS first disassembled the barn doing much of the work ourselves and enlisting local businesses such as Guiffre Crane and Johns Disposal. Doing so saved over \$12,000 of a \$23,000 bid. In 2013 we saved 100 tongue and groove boards from the Oak Creek Mahr barn the day before the

Oak Creek Fire Department did a burn of the barn. The value of the boards was \$10,000.

After finding out the barn received a A-3 Museum construction classification from the State of Wisconsin an architect and a structural engineer had to be hired to design and reengineer the barn. We received a bid of \$30,000 for this. Instead Mark Arndt of Franklin volunteered his professional services as an architect pro-bono. The only cost came as a \$5,000 engineering consulting fee from Robert Lata a State certified engineer who discounted his fee. These detailed plans have been presented to city planning and inspection.

Our fundraising committee has worked tirelessly. There has been five barn dances (a sixth April 17th), a barn raising social, a founding farming families event, numerous letter writing campaigns and calling on local businesses, several raffles, product sales and barn floats during the city's 4th of July parade. Thousands of hours of volunteer work where expenses were held to the bare minimum.

The hard work of the FHS volunteers and the support of the Franklin community has been inspiring!

The help the FHS needs from the city is doing much of the labor for the foundation work by Public Works. This would include site preparation, grading and digging of the footings and overall supervision.

The FHS proposes that the \$20,000 budgeted for the project be used for the foundation work. With the help from public works the estimated cost of the foundation would be only \$19,000 a substantial savings.

Public Works Superintendent Jerry Schaefer estimates that it would take a crew of four approximately 2 weeks to do the project. Mr. Schaefer will tell you that this work would not cause any work planned by city in 2016 not to be completed.

The advantage of having Public Works do this work goes beyond just financial considerations. One of the great challenges of the project was to design and position the barn as not to cause any damage to the 100 year oak trees that surround the site. Public Works for many years has taken great care of these trees. By allowing them to do the foundation the greatest care possible would be taken.

The barn museum will be owned by the City of Franklin as are the other buildings in Lions Legend Park. A conservative estimate of value would be \$175,000.

The FHS understands that the city will take charge of the project. Bids will be put out by the city. The FHS will turn over all funds we currently have to the city. The FHS will continue to do fundraising and help in any way possible.

The FHS has in inventory currently in storage at the city's yard 5 three piece 8 x 8 support beams and the roof trusses from the Wendt barn in good condition. Stored elsewhere are the floor boards along with some miscellaneous materials. In addition over \$5,000 of specially manufactured hardware required by State code for the project has been purchased and

stored.

Currently the barn fund has just over \$52,000. Based on estimates of Mr. Arndt it is the belief that the FHS needs an additional \$38,000 to complete the building once the foundation is done.

It is also the belief of the FHS that significant donations will come in once ground is broken and the foundation is done. Also as proven in the past in kind donations from local businesses for materials and professional services will also greatly reduce costs.

Any short fall the FHS will obtain a loan with the money going to the City of Franklin. I will personally guarantee the loan.

The FHS does understand that there are many demands upon the city, financial and otherwise. Public Works has many projects to do in 2016. I believe the many volunteers of the FHS and the Franklin community as a whole support the barn museum. The museum will last for generations to come, and something the City of Franklin will be proud of. Please help us and let us move forward together.

Jim Luckey



President FHS

Franklin Historical Society Barn Museum Project



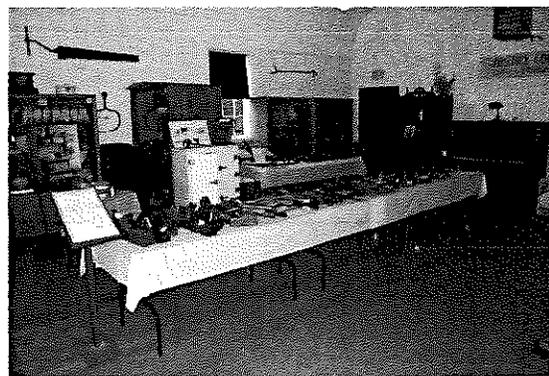
Wendt Family Barn



Disassembly



Barn Dance Fundraiser



Farming Tool Display

2016 Site Plan

Developed By:
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▲ REVISED: 9/24/15
 ▲ REVISED: 3/19/16

LIONS LEGEND PARK
 Legend Dr. & Schuler Hwy.
 Franklin, Wisconsin 53132

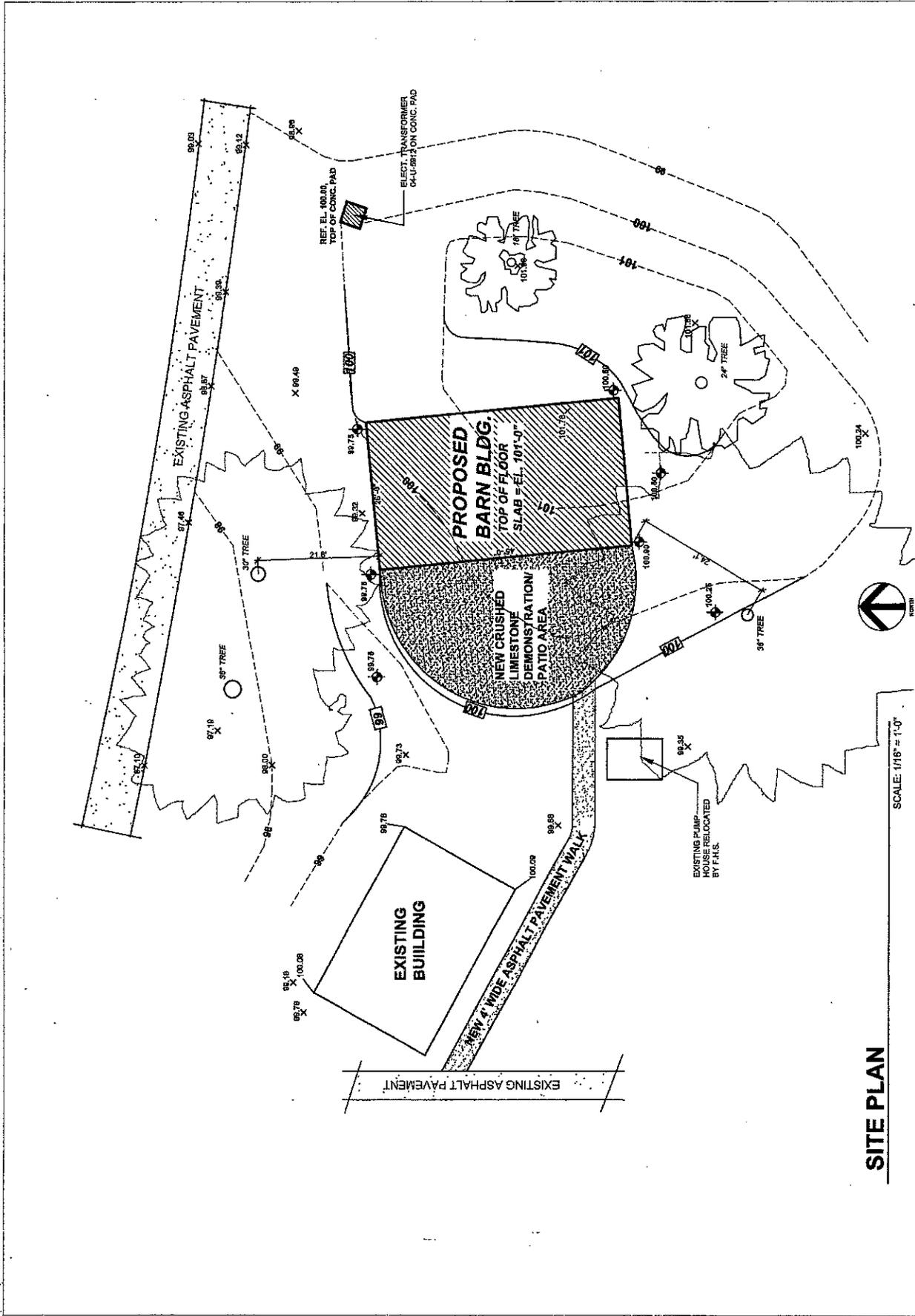
Wendt Family, 1890s Timber Barn
 for the Franklin Historical Society

RECONSTRUCTION OF:

Sheet Title:
SITE PLAN

Project No.: 2015001
 Date: 07-26-16
 Sheet: 3 of 11

SD-100



SITE PLAN

1890s TIMBER BARN RECONSTRUCTION

INSTRUCTIONS TO BIDDERS

1. **BASE BID #1:** PROVIDE EXCAVATION, BACKFILL STONE (#1 STONE), FOUNDATION BACKFILL, GRADING FOR THE RECONSTRUCTION OF A 45' X 26' BARN; INCLUDING CRUSHED LIMESTONE (1&B) @ DEMONSTRATION/PATIO AREA. OWNER WILL CONSTRUCT STONE RETAINING WALL SHOWN ON SITE PLAN.
2. **BASE BID #2:** PROVIDE CONCRETE FOOTING, FOUNDATION WALLS AND FLOOR SLAB W/ REINFORCING AS NOTED ON DRAWINGS FOR THE RECONSTRUCTION OF A 45' X 26' BARN.
3. **BASE BID #3:** PROVIDE CARPENTRY LABOR AND MATERIAL FOR THE CONSTRUCTION OF A 45' X 26' BARN; INCLUDING RECONSTRUCTION OF 1890 VINTAGE TIMBER FRAMING SYSTEM. SUPPLY ALL NEW MATERIALS AS INDICATED ON DRAWINGS, INCLUDING ROOFING. INCLUDE COST OF LIFTING EQUIPMENT AND SCAFFOLDING REQUIRED TO COMPLETE THIS WORK.
4. **BASE BID #4:** PROVIDE EXTERIOR PAINTING AS FOLLOWS: 2 COATS - SHERWIN-WILLIAMS WOODSCAPES EXTERIOR ACRYLIC SOLID COLOR STAIN, MAX. 3-COLORS (PROD. #6501-14956) OVER 1 COAT - SHERWIN-WILLIAMS EXTERIOR LATEX WOOD PRIMER (PROD. #6501-33281).
5. **BASE BID #5:** ELECTRICAL CONTRACT WILL BE DESIGN/BUILD. ALL WORK WILL BE PERFORMED IN STRICT CONFORMANCE TO NEC, STATE AND LOCAL CODES. PROVIDE 1-100AMP PANEL @ THE EAST WALL NEAR NORTHEAST CORNER AS SHOWN ON DRAWING E-100. POWER SHALL COME FROM WE ENERGIES TRANSFORMER LOCATED APPROX. 35' NE OF PROPOSED BARN. ALL WIRING SHALL BE RUN IN CONDUIT. CONDUIT, BOXES AND DEVICES SHALL BE CONCEALED TO THE GREATEST EXTENT POSSIBLE AND WITH PRIOR APPROVAL OF THE F.H.S. ALL LIGHTING FIXTURES SHALL BE APPROVED BY THE F.H.S. PRIOR TO INSTALLATION.
6. **BASE BID #6:** ELECTRICAL CONTRACTOR SHALL SUBMIT A SEPARATE QUOTE TO PROVIDE AN APPROVED DESIGN, ALL LABOR AND MATERIAL FOR A LIGHTNING SUPPRESSION SYSTEM FOR THE BARN RECONSTRUCTION.

BIDDERS NOTE: ALL CONTRACTORS SHALL SUBMIT BID USING THEIR COMPANY FORMAT. INCLUDE ALL LABOR AND MATERIAL FOR RESPECTIVE BID. INDICATE BID NUMBER ON BID. EMAIL BIDS TO: MArrand-James@wv.hwpbc.com. ALL CONTRACTORS SHALL BE LICENSED AND INSURED. INDICATE INSURANCE LIMITS FOR 1. COMMERCIAL LIABILITY, 2. PROFESSIONAL LIABILITY, 3. AUTOMOBILE LIABILITY, 4. EXCESS LIABILITY, 5. WORKER'S COMPENSATION/EMPLOYER'S LIABILITY AND 5. PROPERTY/EQUIPMENT.

NOTE: A STATE OF WISCONSIN, DWD, WAGE DETERMINATION REQUEST WAS MADE. AS SOON AS RESPONSE IS RECEIVED FROM DWD, ALL BIDDERS WILL BE NOTIFIED VIA EMAIL.

PROJECT INFORMATION

OCCUPANCY:	"A-3" (MUSEUM)
CONSTRUCTION TYPE:	V
SQUARE FOOTAGE:	1,170 SF
BUILDING VOLUME:	25,160 SF
NO. OF FLOOR LEVELS:	1
SPRINKLERED:	NO
MAX. NO. OF OCCUPANTS:	50



LOCATOR PLAN
NOT TO SCALE


 NORTH

DRAWING SHEET INDEX

A-001	- TITLE, DRAWING INDEX & NOTES
SD-100	- SITE PLAN
A-101	- FOOTING AND FOUNDATION PLAN
A-102	- FIRST FLOOR PLAN
A-103	- ELEVATIONS
A-104	- BUILDING SECTION AND DETAILS
S-1	- FRAMING PLANS GENERAL NOTES & SPECIFICATIONS
S-2	- FRAMING ELEVATIONS
S-2.1	- STRUCTURAL SECTIONS & DETAILS
S-3	- STRUCTURAL DETAILS
E-101	- ELECTRICAL PLAN

Prepared By:
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LIONS LEGEND PARK
 Legend Dr. & Schuster Pkwy.
 Franklin, Wisconsin 53123

Wendt Family, 1890s Timber Barn
 for the Franklin Historical Society
 RECONSTRUCTION OF:

Drawn By:
TITLE SHEET,
LOCATOR PLAN,
& SPECIFICATIONS
 Project No.: 2016004
 Date: July 16, 2016
 Sheet 1 of 11
A-001

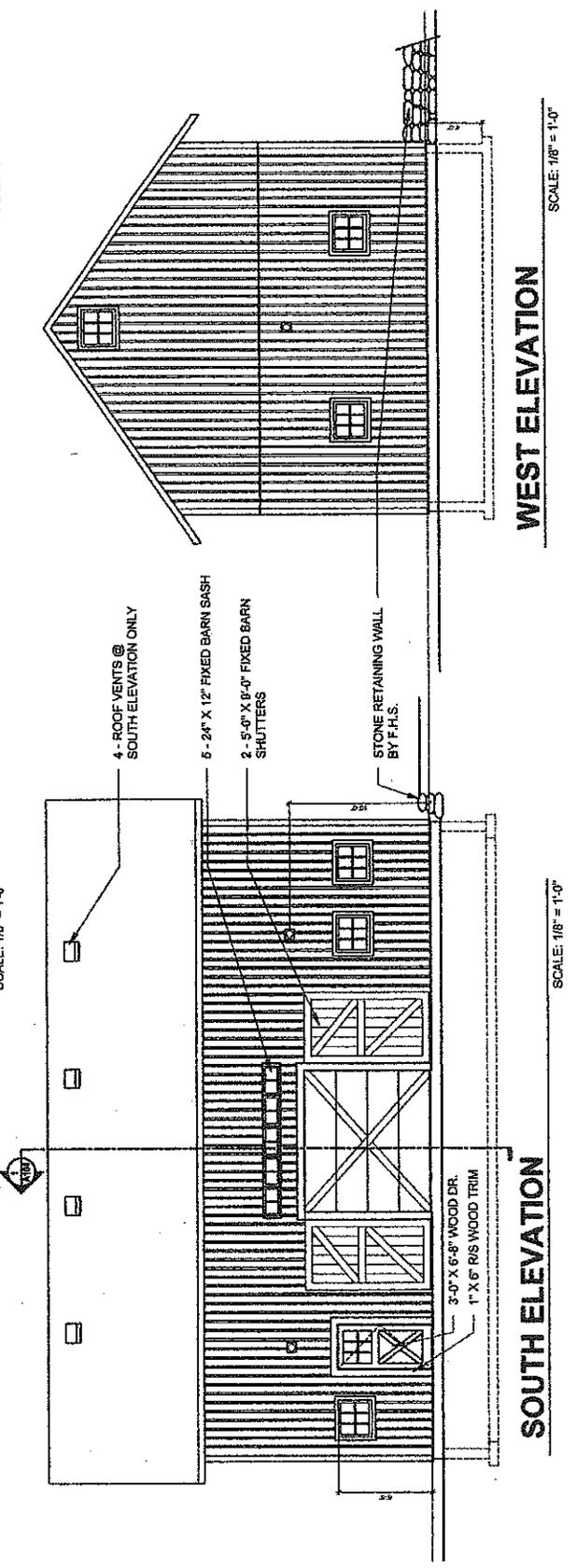
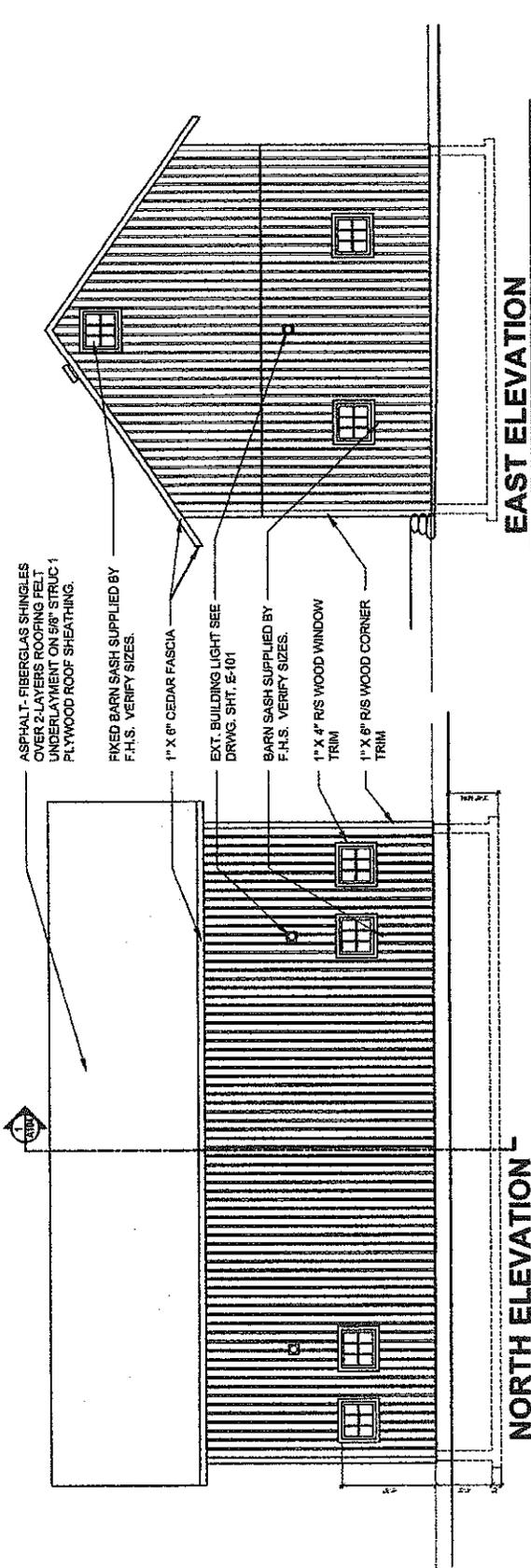
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LIONS LEGEND PARK
 Legend Dr. & Eschlarer Pkwy.
 Franklin, Wisconsin 53122

**RECONSTRUCTION OF:
 Wendt Family, 1890s Timber Barn
 for the Franklin Historical Society**

Scale: 1/8" = 1'-0"
ELEVATIONS
 Project No. 2016001
 DATE: July 15, 2016
 Sheet 1 of 11
A-103



EAST ELEVATION
 SCALE: 1/8" = 1'-0"

WEST ELEVATION
 SCALE: 1/8" = 1'-0"

<p>APPROVAL</p> <p><i>Stev</i> <i>MMA</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/21/2014</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Agreements with the Franklin Historical Society and Ownership of Historical Structures in Lions Legend Park</p>	<p>ITEM NUMBER</p> <p>G.6.</p>

The Director of Administration has been working with the Franklin Historical Society (FHS) to address and resolve a couple of outstanding issues related to the current lease and lease amendment that was approved on October 15, 2013. During this process it was discovered that the 1993 lease had an error in the legal description that was attached and that the recent amendment was approved prior to the motion filling in one required blank and prior to the FHS being able to raise an objection over one of the provisions. As such, staff realized that the issue would need to return to the Common Council.

In preparing the details for this item to return to the Common Council, it became clear that the issue of ownership of the structures does not appear to ever have been fully resolved or understood. The 1993 lease, signed by both parties, indicates that the structures are the personal property of the FHS. At the same time, I recall reporting in the past that the City must own them because the City has historically insured the structures. A review of building permits over the years generally listed the City as owner and the FHS as applicant, but sometimes the City was applicant as well. Since the early 1980's there have been multiple projects where the City and FHS partnered financially in rehabilitative projects on these structures, but none of those documents clearly addressed ownership at the time. A more detailed outline of the history of the issue could be prepared, but it is probably moot if everyone is in agreement as to how to move forward.

The issue of ownership of the structures becomes critical because it determines the nature of the agreements needed between the City and FHS. The FHS reports that they have believed that the City owns the buildings. In fact, Jim Luckey, President of the FHS, reports that at their meeting of 1/13/14 the FHS discussed the topic at length and concluded that it is "the board's belief that the City should have ownership of the buildings." Again, the City has acted that way in the past by continuing to insure the structures. The issue of ownership should be definitively resolved and proper agreements should be put in place detailing the arrangements between the City and the FHS on remaining issues.

I have discussed the matter with the City Attorney and the President of the FHS, and we recommend that the Common Council direct staff to work with FHS to prepare drafts of the following documents for the Common Council's consideration in the near future. These documents then establish the relationship between and the individual authorities of the City and the FHS.

1. **Ownership Agreement:** An agreement that mutually terminates the current lease and has both parties acknowledge that the City owns the historical structures. The document will also indicate that to the extent that the FHS may have an ownership interest in any of the structures the FHS is donating that interest to the City. The agreement will also address which contents are inherent to the structure and transferred to the City as well.
2. **An Operating and Maintenance Agreement:** Once the City owns the land and structures, a lease to the FHS is not the appropriate document to extend to the FHS access to the structures for their educational

programming and other FHS related uses. The appropriate agreement would be an operating and maintenance agreement. In summary, the agreement would provide the FHS access to the facilities for their programming and organizational operations while placing upon them certain maintenance requirements. The resulting functional arrangement would be very much identical to the current arrangement. The operating and maintenance agreement would address items such as, but not limited to, the following:

- FHS access to the structures and area around the structures for programming and organizational functions and acknowledgement that the organization and its members are, essentially, operating the facility as volunteers to City.
- FHS's responsibility for routine and regular maintenance and upkeep, except mowing which the City currently does.
- The City's control over the structures and the FHS's requirement for approval for modifications to the buildings or grounds.
- FHS's primary role in making the facilities available to the public through fundraising and programming.
- FHS's primary role in fundraising to ensure long-term capital maintenance responsibilities while acknowledging the City's ability to determine to financially participate in such projects.
- FHS's primary role in recommending long-term site plan development for the area.
- Acknowledgment that all capital projects must be in compliance with State statutes on public works projects, will require Common Council authorization, and will, generally, be managed in accordance with a separate Capital Projects Agreement that will set forth the operating and fiscal responsibilities of both parties in the capital project.

3. A Capital Projects Agreement for the Barn Project: This will address that the barn project will be bid out by the City (which must happen as the size of the project establishes it as a "public works" project under the law). It will set forth FHS's role in the assisting in project oversight and design. It will establish the financial arrangements, which will likely be the FHS providing the City with a cash deposit to be held by the City in Trust as a condition of the City awarding the project. It will also identify the related items or project services for which the FHS will be responsible, recognizing that these will be items that they intend to obtain as donations and, as such, would not be part of the contractor's requirements in the bid document.

In addition to moving these items forward, the Council should direct staff to work to prepare the bid documents for the Barn project while these other documents are being drafted for the Common Council's review and consideration. It is the FHS's intent to try to have the structure completed in time for the Civic Celebrations event, which is a very aggressive time table particularly given the requirement to treat the project as a public works project.

Conclusion: Since development of these agreements will take some effort, staff did not want to begin unless the Common Council was conceptually on-board with the direction outlined herein. Approval of the motion, therefore, would not approve the agreements themselves; it would simply authorize that they be prepared for Council consideration.

COUNCIL ACTION REQUESTED

Motion to direct staff to work with the Franklin Historical Society to prepare an Ownership Agreement, an Operating and Maintenance Agreement, and a Capital Projects Agreement for the Barn Project in a form acceptable to the City Attorney and, further, to authorize Engineering prepare, in conjunction with the FHS, bid documents for the Barn Project.

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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;">04/04/2015</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A resolution to sign "Local / County Agreement for a Highway Improvement" with Milwaukee County for W. St. Martins Rd. (CTH MM) from S. North Cape Rd. to S. Lovers Lane Rd.</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.11.</i></p>

BACKGROUND

As discussed in many previous Common Council meetings, Milwaukee County is in the process of making improvements to W. St Martins Road with the intention of a jurisdictional transfer to the City of Franklin. Milwaukee County has proposed the attached "Local / County Agreement for a Highway Improvement" (LMA) for Franklin's consideration and signature. The County will select a contractor for this project to be constructed in 2016. The prices are estimates.

ANALYSIS

The majority of this road improvement is funded by Milwaukee County. They are asking Franklin to pay for the following items.

1. All items related to one additional foot width of sidewalk from five feet to six feet. This will accommodate DPW equipment for maintenance.
2. Adjustment of water valves and relocation of fire hydrants owned by the City of Franklin Water Utility.
3. Adjustments of sanitary sewer manholes owned by the City of Franklin Sewer Utility
4. 15% engineering and contingencies on all items.

OPTIONS

Authorize signature of the "Local / County Agreement for a Highway Improvement" prepared by Milwaukee County.

Propose alternate language in the "Local / County Agreement for a Highway Improvement" for Milwaukee County to consider and sign.

FISCAL NOTES

The 2016 Capital Improvement fund includes appropriations of \$150,000 for this project. The project includes elements requiring \$64,860 of Sewer Fund appropriations and \$30,763 of Water Fund appropriations. Those funds appropriations would become resources to the Capital Improvement fund. Neither the Sanitary Sewer Fund nor the Water Fund included appropriations for this project. Budget amendments will be required for the Sanitary Sewer and Water Funds to accommodate this project.

The total estimated cost to the City from all funds is \$139,149.60. The costs are allocated as follows:

Capital Improvement Fund	
Excavation Common	\$2,722.50
Base Aggregate Dense 1 ¼-Inch	\$2,408.40
Concrete Sidewalk 5 Inch (additional foot of width)	\$32,718.75
Subtotal	\$37,849.65
Fund Total	\$43,527.10
Sanitary Utility Fund	
Adjust Sanitary Manhole Casting	\$14,400.00
Reconstructing Sanitary Manholes-Special	\$42,000.00
Subtotal	\$56,400.00
Fund Total	\$64,860.00
Water Utility Fund	
Adjusting Water Valve Boxes	\$1,750.00
Adjusting Hydrants	\$15,000.00
Relocating Hydrants	\$10,000.00
Subtotal	\$26,750.00
Fund Total	\$30,762.50

RECOMMENDATIONS

Motion to adopt Resolution No. 2016-_____, to authorize signing the “Local / County Agreement for a Highway Improvement” prepared by Milwaukee County and dated March 31, 2016 for W. St. Martins Rd. (CTH MM) from S. North Cape Rd. to S. Lovers Lane Rd.

**LOCAL/COUNTY AGREEMENT
FOR A
HIGHWAY IMPROVEMENT PROJECT**

DATE: March 31, 2016
ID: WH010212
HIGHWAY: W. St. Martins Rd. (CTH MM)
LIMITS: S. North Cape Rd. to S. Lovers Lane Rd.

THIS AGREEMENT is made and entered into and between Milwaukee County, a body corporate, and the City of Franklin, a municipal corporation.

The portion of W. St. Martins Rd. (CTH MM) from S. North Cape Rd. to S. Lovers Lane Rd. has been designated County Trunk Highway "MM" pursuant to Section 83.025 of the Wisconsin Statutes.

The County has budgeted funds for the improvement of CTH "MM" between S. North Cape Rd. and S. Lovers Lane Rd., with construction scheduled to begin in spring of 2016.

The Milwaukee County Department of Transportation, hereinafter called the County, through its undersigned duly authorized officers or officials, hereby requests the City of Franklin, hereinafter called the Municipality, to participate in the street improvements hereinafter described in the estimated cost summary.

The authority for the Municipality to enter into this agreement with the County is provided by Section 86.25(1), (2) and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility – Describe and give reason for request:

W. St. Martins Rd. (CTH MM) is typically a two-lane rural type roadway with ditches. The pavement is in poor condition. The roadway will continue to deteriorate at an accelerated rate unless preventive action is taken.

Proposed Improvement – Nature of work:

The road is scheduled for reconditioning by the County. The reconditioning consists of grading, milling, rubblizing, asphalt paving, concrete box culvert extension, culvert installation, guardrail installation, sidewalk, erosion control, permanent signing, traffic control, pavement marking, restoration, and all incidental items necessary to complete the proposed improvement.

As requested by the municipality, utility adjustments and/or relocations (water valve boxes, sanitary sewer, hydrants) and an additional 1-foot width of sidewalk will be included.

**Project No. WH010212
W. St. Martins Rd. (CTH MM) - S. North Cape Rd. to S. Lovers Lane Rd.
ESTIMATED COST SUMMARY***

CONSTRUCTION ESTIMATED COSTS (SEE TABLES BELOW):

ITEM NUMBER	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ESTIMATED PRICE	ESTIMATED TOTAL PRICE
CATEGORY 20- City of Franklin Non-Participating Work (100% City of Franklin)					
205.0100	Excavation Common	CY	242	\$11.25	\$2,722.50
305.0120	Base Aggregate Dense 1 ¼-Inch	TON	216	\$11.15	\$2,408.40
602.0410	Concrete Sidewalk 5 Inch (additional foot of width)	SF	8,725	\$3.75	\$32,718.75
SPV.0060.03	Adjust Sanitary Manhole Casting	EACH	12	\$1,200.00	\$14,400.00
SPV.0060.06	Adjusting Water Valve Boxes	EACH	7	\$250.00	\$1,750.00
SPV.0060.07	Adjusting Hydrants	EACH	4	\$3,750.00	\$15,000.00
SPV.0060.08	Relocating Hydrants	EACH	2	\$5,000.00	\$10,000.00
SPV.0060.09	Reconstructing Sanitary Manholes-Special	EACH	7	\$6,000.00	\$42,000.00

Estimated Construction Cost of Non-Participating Work: \$120,999.65
+15% Engineering & Contingency: \$18,149.95
Total City of Franklin Estimated Project Costs (Category 20): \$139,149.60

* The above costs reflect the County's best estimates to-date. The actual number of units installed may vary from this estimate depending on field conditions. The Municipality will be billed for each item at the actual construction cost.

This agreement is subject to the terms and conditions that follow and is executed by the undersigned under proper authority to execute such an agreement for the designated Municipality and upon acceptance by the County shall constitute an agreement between the Municipality and the County.

Signed for and on behalf of Milwaukee County:

_____ Signature	Director, Department of Transportation _____ Title	_____ Date
_____ Brian Dranzik Name (Written Clearly)		

Signed for and on behalf of the City of Franklin:

_____ Signature	_____ Mayor Title	_____ Date
_____ Steve Olson Name (Written Clearly)		

-Terms and Conditions Begin on the Next Page-

TERMS AND CONDITIONS

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal, State and County regulations.
2. The Municipality will pay to the County such related costs for items as outlined below and listed in the Estimated Cost Summary.
3. Funding of each project phase (preliminary engineering, real estate, construction, other) is subject to inclusion in an approved program. County financing will be limited to participation in the costs of the following items as specified in the Estimated Cost Summary:
 - a. Preliminary Engineering and review services (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - b. The grading, base, pavement, and curb and gutter (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - d. Construction Engineering incidental to inspection and supervision of actual construction work (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - e. Signing and pavement marking, including detour routes (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - f. Surfacing of private driveways due to change in grade of the improvement (100%), unless otherwise agreed as specified in the Estimate Cost Summary.
 - g. New installations or alterations of traffic signals (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - h. Real Estate for the improvement, if required (100%), unless otherwise agreed as specified in the Estimated Cost Summary.
 - i. Installation of new sidewalk required for the project to meet funding requirements or replacement of any sidewalk removed as a result of a change in street grade (100%) or condition to meet ADA requirements, unless otherwise agreed as specified in the Estimated Cost Summary.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner or other responsible party (not including the County) includes, but is not limited to, the following items:
 - a. New installations of or alterations of sidewalks, sanitary sewers or connections, water, gas, electric, telephone, telegraph, fiber optic, fire or police alarm facilities, parking meters, pipelines, and similar utilities.
 - b. Repair of damages to roads and streets caused by reason of their use in hauling materials incidental to the improvement.
 - c. New installations of or alterations of sidewalks that are not deemed necessary in 3i above.
5. As the work progresses, the Municipality will be billed for work completed as outlined above and as listed in the Estimated Cost Summary. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw from the project, it will reimburse the County its proportionate local share of all construction and construction engineering costs incurred by the County to complete the construction phase of the project (construction), up to the date the notification of withdrawal is received by Milwaukee County.
7. The work will be administered by the County or its designee and may include items not eligible for County participation. The County shall notify the Municipality of such items prior to inclusion of the work and get written authorization for their inclusion and cost participation by the Municipality.
8. The Municipality at its own cost and expense and using its own labor forces and equipment will:
 - a. Prohibit angle parking.
 - b. Regulate parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - c. Regulate parking at all times in the vicinity of the proposed improvements during their construction.
 - d. Remove, reinstall and/or relocate street lighting poles, bases, luminaries, and other appurtenances necessary to accommodate the proposed improvement as per the plan. The Municipality is to coordinate work with the construction contractor.

(End of Document)

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY
RESOLUTION NO. 2016 - _____

A RESOLUTION TO SIGN "LOCAL / COUNTY AGREEMENT FOR A HIGHWAY
IMPROVEMENT" WITH MILWAUKEE COUNTY FOR
W. ST. MARTINS RD. (CTH MM) FROM S. NORTH CAPE RD. TO S. LOVERS LANE RD.

WHEREAS, the City of Franklin and Milwaukee County have discussed the merit of transferring several roadways; and

WHEREAS, Milwaukee County is constructing improvements for W. St. Martins Rd. (CTH MM) from S. North Cape Rd. to S. Lovers Lane Rd.; and

WHEREAS, some improvements are at the request and/or benefit and/or requirements of the City of Franklin; and

WHEREAS, said improvements are unit price items is expected to total \$139,149.60; and

WHEREAS, Milwaukee County has offered rehabilitate the road and include the City's requested improvements;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the City enter the "Local / County Agreement for a Highway Improvement" prepared by Milwaukee County and dated March 31, 2016 for W. St. Martins Rd. (CTH MM) from S. North Cape Rd. to S. Lovers Lane Rd. and reimburse County for related costs estimated to be \$139,149.60.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<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;">4/4/2016</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">STATUS UPDATE ON BURYING OF UTILITIES ON W. ST. MARTINS ROAD FROM S. SPRING STREET TO APPROXIMATELY 2,000-FEET EAST</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.12.</i></p>

BACKGROUND

The Village of St Martin has significant visual clutter with overhead utilities, specifically along W. St. Martin Road. On October 6, 2015 the Common Council requested Staff to make contact with WE Energies to refine budget estimates for placing the overhead electric lines underground.

ANALYSIS

Over the past two years, Staff has made contact with WE Energies and had multiple meeting with Alderwoman Susanne Mayer and Alderman Dan Mayer. Through an iterative process, the scope has shortened to approximately 2,000 feet starting at S. Spring Street and proceeding through the Village area to the east.

Enclosed is the most recent written correspondence from Ms. Pam Rakauskas of WE Energies. The preliminary ball-park estimate for WE Energies infrastructure only is quoted as \$650k - \$700k. **Not included is relocating other utilities, acquiring easements, and work required for private properties.** Staff has determined that the total budget for this project should be considered twice the WE Estimate, or **\$1.3M to \$1.4M**. Further work is needed to refine this estimate and additional design and estimation work by WE Energies will require a firm commitment by the City.

If the City decides to proceed, it is recommended to be performed after the County road reconstruction project. That project is on a fast track and it would not be possible to do any design and/or redesigns to have both contractors coordinate construction to be completed by November 2016. This utility work could be completed after the County's project with minimal impact to the new improvements.

WE Energies would prefer to place their underground utilities west (south) of the existing right-of-way in a new easement. Work would be primarily using trenchless technologies that would have minimal impact to surface features. Note that the 3-phase distribution lines on the attached exhibit would be trenchless burial. If easements cannot be acquired, a more costly encasement would be installed within the right-of-way using open trench methods, but yet be primarily outside of pavement.

There would be an estimated five new power poles to allow the utilities enter and exit the ground. These proposed poles are shown on the attached exhibit and also shown are approximate locations of VFI boxes. A picture of a similar VFI box located at S. 27th Street and W. Sycamore Avenue is also attached.

A realistic minimum time frame for completion of this project would be eight months to allow three to five months for planning and design and approximately three months for construction. More time may be needed for construction seasons or easement acquisition.

OPTIONS

- Take no action. Or
- Direct Staff to start coordination for project and return with resolution for firm commitment to WE Energies.

FISCAL NOTES

The 2016 Capital Improvement budget does not include any appropriation for this project. A Budget amendment providing for an appropriation and additional resources would be required.

The 2016 Capital Improvement fund budget anticipated a \$1 million borrowing and a transfer from the General Fund as resources. The fund was projected to have a \$1,046,895 fund balance. The Finance Committee included in its recommendation for the 2007 Bond Refunding a deferral of the \$1 million borrowing. This would reduce the \$1 million fund balance and save future debt service tax levy. Should projects be approved that require additional resources the debt could be sold at that time.

Another option the Common Council has is to repurpose projects that may not occur in 2016 to fund the Utility relocation project. Such repurposing un-approved projects could reduce or eliminate the need for a borrowing.

Possible additional resources would be a transfer from the General Fund (this would cause the City to exceed the State Expenditure Restraint limits and sacrifice \$220,000 in General Fund revenues in a future year, or additional borrowings. Additional borrowings could increase future Debt Service Tax Levy.

To finance this project, Common council should consider a motion to direct Staff to prepare a Budget amendment including direction on resources of 1) increasing a borrowing or 2) transfer from General Fund or 3) such other resource the Common Council desires.

RECOMMENDATIONS

Take no action

January 19, 2016

To whom it may concern,

I met with the City of Franklin Engineers and Common Council members at a meeting on November 18th. During the meeting we discussed the first estimate and issues related to this proposed project. At the meeting there was a request for a second estimate with a reduced size in the project.

First ballpark estimate, requested by Franklin, was to relocate We Energies facilities from overhead to underground on Saint Martin Road from Spring Street to the east for 2000 feet. The nearest pole on connecting streets is to be 100 feet from Saint Martin Road. The first estimate is \$800,000-850,000.

Second ballpark estimate, requested by Franklin, was to relocate We Energies facilities from overhead to underground on Saint Martin Road from Spring Street to the east for 1000 feet. The nearest pole on connecting streets is to be 100 feet from Saint Martin Road. The second estimate is \$650,000-700,000

Both estimates include 3 VFI's, sub-transmission primary cable, distribution primary cable, 5 primary risers, traffic control, and removal of existing poles in project parameters.

The following items are not included in either estimate and could result in additional costs:

- Indirect path due to lack of easement availability on private property within 15 feet of right of way.
- Cable encased in concrete, due to lack of easement availability on private property within 15 feet of right of way, for safe cable relocation in ROW.
- Private property upgrade for internal work at each private property that is presently fed overhead. This would require a private electrician for upgrade to home or business internally. Cost to be assumed by private property owner is estimated at \$2,000.
- Unknown cost of easements.
- Restoration of public and private property
- Costs incurred by other utilities on We Energies poles for this project (ATT, Time Warner, etc.).

Contingency for project to proceed:

1. For this work to proceed, it is necessary to obtain acceptable private property locations for VFI's. The size of the VFI equipment is approximately 8'X8'X5'.
2. Letter of commitment for detailed design costs.

Please contact me if you have any questions.

Pam Rakauskas
We Energies
500 S. 116th Street
West Allis, WI 53214
414-944-5549

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APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 4/4/16
Reports & Recommendations	SUBJECT: A resolution awarding contract to the low bidder, Stark Pavement Corporation, in the amount of \$786,068, for the 2016 Local Street Improvement Program	ITEM NO. <i>G.13.</i>

BACKGROUND

Pursuant to the Common Council's authorization given through Local Road Improvement Budget for 2016, two (2) bids were received on March 31, 2016 for the 2016 Local Street Improvement Program. The program is anticipated to begin in May with completion scheduled for the end of August.

ANALYSIS

The bids received were as follows:

	Total Base Bid
Stark Pavement Corporation	\$ 786,068
Payne & Dolan, Inc.	\$ 793,510

The engineer's estimate being \$932,243.00. Competitive prices were received for bid items. Bituminous pavement was bid in the upper \$40's per ton, for binder course; and, surface (top) course was somewhat higher being in the mid \$50's per ton. These lower prices reflecting on going lower cost of petroleum.

Staff recommends the award to Stark Pavement Corporation in the amount of \$786,068.

OPTIONS

Approve or deny the award.

FISCAL NOTE

The Road Program fund for 2016 was budgeted at \$940,000. Competitive bidding resulted in a Program bid of \$786,068. There will be materials required for DPW and sewer/water facility modification.

This program will receive funding from the Bi-annual (State) Local Road Improvement Program (LRIP). The funds anticipated are \$13,286.41 (carry over from previous program) and \$79,588.68 this 2016 program, totaling \$92,875.09

RECOMMENDATION

Motion to adopt Resolution No. 2016 - _____, a resolution awarding contract to the low bidder, Stark Pavement Corporation, in the amount of \$786,068, for the 2016 Local Street Improvement Program.

Enc.

Department of Engineering RJR/db

**2016 LOCAL STREET IMPROVEMENT PROGRAM
CITY OF FRANKLIN**

ITEM NO.	BID QUANTITY	UNIT	UNIT DESCRIPTION	Stark Pavement Corp.		Payne & Dolan		AVG UNIT PRICE
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
1	39,630	Sq. Yds.	Pulverize Bituminous Pavement	<u>\$1.28</u>	<u>\$50,726.40</u>	<u>\$1.75</u>	<u>\$69,352.50</u>	<u>\$1.52</u>
2	20,960	Sq. Yds.	Mill Bituminous Pavement	<u>\$1.10</u>	<u>\$23,056.00</u>	<u>\$1.00</u>	<u>\$20,960.00</u>	<u>\$1.05</u>
3	5,140	Tons	Binder Pavement	<u>\$47.10</u>	<u>\$242,094.00</u>	<u>\$47.90</u>	<u>\$246,206.00</u>	<u>\$47.50</u>
4	3,850	Tons	Surface Pavement (PG 58 - 28)S	<u>\$51.65</u>	<u>\$198,852.50</u>	<u>\$54.00</u>	<u>\$207,900.00</u>	<u>\$52.83</u>
5	2,800	Tons	Surface Pavement (PG 58 - 28)H	<u>\$59.15</u>	<u>\$165,620.00</u>	<u>\$56.40</u>	<u>\$157,920.00</u>	<u>\$57.78</u>
6	1,300	Tons	Stabilize with Limestone Base	<u>\$24.50</u>	<u>\$31,850.00</u>	<u>\$23.46</u>	<u>\$30,498.00</u>	<u>\$23.98</u>
7	300	Tons	Remove/Replace Bituminous Binder	<u>\$71.25</u>	<u>\$21,375.00</u>	<u>\$67.50</u>	<u>\$20,250.00</u>	<u>\$69.38</u>
8	610	Linear feet	Remove/Replace Curb/Gutter	<u>\$47.00</u>	<u>\$28,670.00</u>	<u>\$36.20</u>	<u>\$22,082.00</u>	<u>\$41.60</u>
9	950	Linear Feet	Replace Curb and Gutter	<u>\$19.00</u>	<u>\$18,050.00</u>	<u>\$12.75</u>	<u>\$12,112.50</u>	<u>\$15.88</u>
10	3,039	Gallons	Tack Coat	<u>\$1.90</u>	<u>\$5,774.10</u>	<u>\$2.05</u>	<u>\$6,229.95</u>	<u>\$1.98</u>
TOTAL BASE BID (Items 1 through 10)					<u>\$786,068.00</u>		<u>\$793,510.95</u>	

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2016 - _____

A RESOLUTION AWARDDING CONTRACT TO THE
LOW BIDDER, STARK PAVEMENT CORPORATION IN THE AMOUNT OF \$786,068,
FOR THE 2016 LOCAL STREET IMPROVEMENT PROGRAM

WHEREAS, the City of Franklin advertised and solicited bids for the 2016 Local Street Improvement Program; and

WHEREAS, the low bidder was Stark Pavement Corporation, with a bid of \$786,068; and

WHEREAS, Stark Pavement Corporation is a qualified public works contractor; and

WHEREAS, it is in the best interest of the City as recommended by the City's staff to award the contract at the total base bid of \$786,068 to Stark Pavement Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Stark Pavement Corporation be awarded the contract for the 2016 Local Street Improvement Program.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized and directed to execute a contract with Stark Pavement Corporation on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/db

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: A Resolution Awarding the 2016 Bituminous and Aggregate Material Contracts	4/4/16 ITEM NO. <i>G.14.</i>

BACKGROUND

The City of Franklin Department of Public Works uses bulk asphalt and aggregate products for construction projects throughout the year.

ANALYSIS

Contract documents were prepared by staff; the project advertised and a bid was opened on March 24, 2016.

OPTIONS

Reject bid.

FISCAL NOTE

The bid presented was found to be in order. The successful bid is in line with fair market prices.

RECOMMENDATION

Motion to adopt Resolution No. 2016 - _____, a resolution awarding the 2016 Bituminous and Aggregate Material Contracts.

Encl.

Department of Engineering RA/db

CA\bid Bituminous & Aggregate 2016

RESOLUTION NO. 2016-_____

A RESOLUTION AWARDED THE 2016 BITUMINOUS
AND AGGREGATE MATERIAL CONTRACTS

WHEREAS, bids for bituminous and aggregate materials were solicited by the City, and

WHEREAS, the City Engineer has recommended that the following named contractor be awarded contracts for bituminous and aggregate materials:

1. Plant Mixed Bituminous Concrete Patch (Hot)
 - a. Binder – At \$44.50/Ton to Payne & Dolan (19.0 MM accepted equivalent)
 - b. 1/2" mix – At \$47.50/Ton to Payne & Dolan (9.5 MM accepted equivalent)
 - c. 3/8" mix – At \$49.50/Ton to Payne & Dolan (12.5 MM accepted equivalent)
2. Pulverizing Pavement – At \$2.89/S.Y. to Payne & Dolan
3. Pavement Cold Planing – At \$7.49/S.Y. to Payne & Dolan
4. Bituminous Concrete Binder Course – At \$60.70/Ton to Payne & Dolan
5. Bituminous Concrete Surface Course – At \$66.65/Ton to Payne & Dolan
6. Mobilization for Pulverizing – At \$1,000/Ea. to Payne & Dolan
7. Tack Coat at \$2.25/gallon – At \$3.50/Gal. to Payne & Dolan
8. Crushed Stone No. 1 at \$11.50/Ton to Franklin Aggregates
9. Crushed Stone #2 & #3 at \$11.50/Ton to Franklin Aggregates
10. Traffic Bound 3/4" at \$8.75/Ton to Franklin Aggregates
11. Traffic Bound 1", 1-1/2", & 3" at \$8.75/Ton to Franklin Aggregates
12. Breaker Run 125mm gradiated at \$9.50/Ton to Franklin Aggregates
13. Stone Chips 3/8" & 1/2" at \$12.25/Ton to Franklin Aggregates
14. Stone Screenings 1/4" at \$4.00/Ton to Franklin Aggregates

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the above named contractor be awarded the contract for aggregate materials for sums not to exceed the quoted price and that the Mayor and/or City Clerk are directed to execute the necessary documents on behalf of the City.

Introduced at a regular meeting of the Common Council of the City of Franklin on the _____ day of _____, 2016, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2016

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slew</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;">04/04/2016</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">REVIEW OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FRANKLIN AND STANTEC CONSULTING SERVICES INC. FOR QUARRY MONITORING SERVICES FOR 2016</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.15.</i></p>

At its February 11, 2016 meeting, and reaffirmed at its March 16, 2016 meeting, the Quarry Monitoring Committee approved a motion to direct Alderwoman Wilhelm and the Planning Manager to prepare a final proposed quarry monitoring contract with Stantec Consulting Services Inc. for Common Council consideration, based upon the input and direction provided by the Committee. A proposed draft Professional Services Agreement with Stantec Consulting Services Inc. is hereby attached.

It can be noted that this would be the fourth consecutive year such a contract has been entered into with Stantec Consulting Services Inc. for quarry monitoring services. Similar to previous years, this contract includes blast monitoring services, onsite operations monitoring, and similar to last year, an end-of-year report. Newly proposed for 2016 is a field survey of the portion of S. 51st Street adjacent to the quarry, and of two areas of the eastern-most limits of the currently mined area of the quarry. It can be noted that the Quarry Monitoring Committee believes that because Payne & Dolan recently acquired the Vulcan portion of the quarry and that there is no survey record of the limits of Vulcan's extraction prior to the purchase or to date, that the Reclamation Plan might be affected by this information, and that this information might alleviate some citizen concerns and questions in the future about when and who performed such extraction, the Committee is recommending a baseline survey be performed and kept on file at the City.

However, in order to allow the Common Council more time to consider and discuss such onsite field surveying if it so desires, and to not delay blast monitoring this year, two motions are provided below.

- The first motion would approve the quarry monitoring contract in its entirety, and would be appropriate if the Common Council concurs with the new onsite field surveying.
- The second motion would approve only the Operations Monitoring, Blast Monitoring, and End-of-Year Report portions of the contract at this time. With the intent that any questions or changes the Council may have with the onsite field surveying could be addressed by the Quarry Monitoring Committee and brought back to the Common Council later this year for separate approval at that time.

COUNCIL ACTION REQUESTED

Motion to approve the Quarry Monitoring Professional Services Agreement with Attachment A containing service details and costs as provided by Stantec Consulting Services Inc. and to authorize staff to enter into said agreement not to exceed \$40,885 subject to technical corrections by staff and the City Attorney.

-or-

Motion to approve the Quarry Monitoring Professional Services Agreement, limited to the Operations Monitoring, Blast Monitoring, and End-of-Year Report portions of Attachment A containing service details and costs as provided by Stantec Consulting Services Inc., to authorize staff to enter into said agreement not to exceed \$32,585 subject to technical corrections by staff and the City Attorney.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "AGREEMENT"), made and entered into this _____ day of _____, ~~2015~~2016, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "the CITY") and Stantec Consulting Services Inc. (hereinafter "the CONTRACTOR"), whose principal place of business is 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092.

WITNESSETH

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

WHEREAS, in the judgment of the CITY, it is necessary and advisable to employ the CONTRACTOR in connection with providing quarry monitoring services, as described in Attachment A, for the City of Franklin.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. The CONTRACTOR shall provide services to the CITY for the quarry monitoring activities specified in Attachment A, which is attached and incorporated herein by reference.
- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the City for each such type of use.
- C. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express agreements may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR, as set forth in Attachment A, for an in consideration of the performance of Services as set forth in Attachment A, except as such services and fees may otherwise be amended in accordance with and as provided for by the terms of this agreement.

- A. The CONTRACTOR shall invoice the CITY at least quarterly but not more than once monthly for and following performance of services and delivery of required reports to the City. The invoice shall include base costs and any adjustment for additional services as provided for herein. The CITY shall pay any undisputed invoices within 30 days of receipt. Alternatively, the CITY shall notify the CONTRACTOR of any dispute to an invoice, and the nature of the dispute, within 30 days of receipt of the invoice.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Services without written authorization from the CITY to perform work over and above that described in this original AGREEMENT, including Attachment A.
- C. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's Planning Manager. This Subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the scope of work required to be performed by the CONTRACTOR under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. Following execution the City shall return a copy to the CONTRACTOR. Should any such changes be made, an equitable adjustment (based upon fees, costs, and rates set forth in Attachment A and/or CONTRACTOR's original written response to the RFP, where applicable) will be made to compensate the CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by the CONTRACTOR for adjustments hereunder must be made to the CITY in writing no later than forty-five (45) days after receipt by the CONTRACTOR of notice of such changes from the CITY.

IV. ASSISTANCE AND CONTROL

- A. Michael Roznowski, Associate, Industrial Team Leader, will serve as Project Manager and will coordinate the work of the CONTRACTOR, and will be solely responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT.
- B. Joel Dietl, Planning Manager, will serve as the representative of the City for all issues relating to administration of this AGREEMENT

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all work approved and completed 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, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in CONTRACTOR'S original response to the RFP) or such similarly qualified staff as determined by the City may lead to termination of the agreement, as determined by the City.

VI. INSURANCE

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

- A. Limit of General/Commercial Liability \$2,000,000
- B. Automobile Liability: Bodily Injury/Property Damage \$1,000,000
- C. Excess Liability for General Commercial or Automobile Liability \$3,000,000
- D. Worker's Compensation and Employers' Liability \$500,000 or per statute
whichever is greater

E. Professional Liability

\$1,000,000

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY 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 the CITY, and naming the CITY as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and the CITY'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 the CONTRACTOR or the CONTRACTOR's officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR's services under this AGREEMENT.
- B. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY's officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, the CONTRACTOR's total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR's negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals.
- D. Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to be entitled to and/or to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TERM AND TIME FOR COMPLETION

- A. The initial term of this agreement shall be ~~thirteen~~nine months from receipt of a Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for

~~12-eight~~ months, thereby leaving one month to compile, report, and present results for the final period and to provide the required any such summary information and recommendations.

- B. In order to enable the City to evaluate its complete quarry monitoring program and to consider altering the scope of work required for future years, the initial term may be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR. Each such subsequent term may also be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR.
- C. The CONTRACTOR shall commence immediately upon receipt of a Notice to Proceed, not to exceed 30 days from the date approved by the Common Council.

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

The CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of not less than three (3) years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

XI. CONFLICT OF INTEREST

The nature of this project requires an impartial, unbiased approach on the part of the CONTRACTOR. The CONTRACTOR shall not, during the performance of these services, engage in any other professional relationship or representation that would create any type of conflict or conflict of interest with regard to the consulting services provided hereby to and for the CITY.

Further, the CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. The CONTRACTOR warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a review and written approval by the CITY is required for the CONTRACTOR to continue to perform work under this AGREEMENT.

XII. PROFESSIONALISM

The CONTRACTOR stipulates that 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.

XIII. 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 the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

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

CITY OF FRANKLIN, WISCONSIN

CONTRACTOR

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

QUARRY MONITORING SERVICES

SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2016.

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES
Field Survey (Previously Mined Area)	One time	\$5,600	1	\$5,600	<p>Stantec will survey the 3 (three) section corner monuments along the easterly border of the Rawson Avenue quarry lands, along South 51st Street, and survey the edges of the top surface S 51st Street to determine the centerline of S 51st Street. Please note Stantec will not be considering the painted centerlines, or any middle-of -road pavement joints, or cracking, in determining the "centerline" of S 51st Street.</p> <p>In addition, Stantec will survey, with a Payne & Dolan representative present, the top and bottom of the easterly mined quarry wall, labelled as Area A of attached, and will provide the following mapping, to include:</p> <ul style="list-style-type: none"> • The section lines along S 51st Street, including the section corner monuments at Drexel Avenue, Rawson Avenue and the section monument between said Drexel and Rawson avenues. • The centerline of the pavement of S 51st Street. • The lower and upper edge of the quarry mining excavation labelled as Area A • A 650' setback line, based on said section lines. • A 650' setback line, based on the centerline of pavement of S 51st Street.
Field Survey (To be Mined During 2016 Area)	One time	\$2,700	1	\$2,700	<p>Stantec will survey, with a Payne & Dolan representative present, the top and bottom of the easterly mined quarry wall, labelled as Area B of attached, and will provide the following mapping, to include:</p> <ul style="list-style-type: none"> • The section lines along S 51st Street, including the section corner monuments at Drexel Avenue, Rawson Avenue and the section monument between said Drexel and Rawson avenues. • The centerline of the pavement of S 51st Street. • The lower and upper edge of the quarry mining excavation labelled as Area B • A 650' setback line, based on said section lines. • A 650' setback line, based on the centerline of pavement of S 51st Street.
Operations Monitoring	daily	\$785	21	\$16,485	Total of 21 inspections. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds.
Blast Monitoring	2 weeks	\$2,350	6	\$14,100	Total of 6 two-week periods (defined as 12-14 days) of blast monitoring. Will also include a compilation and review of all applicable quarry related complaints provided to Stantec by the City. In addition will compile and evaluate available quarry blasting data from the same period.
End-of-year Report	report	\$2,000	1	\$2,000	Requested by City.
				\$40,885	TOTAL

Google Maps Payne & Dolan Quarry, Franklin, WI



Attachment A

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APPROVAL <i>Steve Paul</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE April 4, 2016
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2015-2198, AN ORDINANCE ADOPTING THE 2016 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2016, TO PROVIDE APPROPRIATIONS FOR PLEASANT VIEW TRAIL	ITEM NUMBER <i>G.16</i>

Background

Pleasant View Trail was an approved 2013 project for \$242,160. The project was constructed in 2013 by Western Contractors, Inc. Engineering accepted the work at that time. The contractor however, did not render their final billings. Payments on the project totaled \$207,421 thru December 2013. The unused appropriation for the project is \$34,739. No encumbrance for the un-used appropriation from 2013 currently exists.

Western Contractors Inc. has submitted a final invoice totaling \$36,722.07, which Engineering has accepted.

Options

Accept the invoice for payment, which would require a budget amendment to provide appropriations for the expenditure.

Or

Reject the invoice. This could risk subjecting the City to litigation claims.

Or

Such other action as the Committee deems appropriate.

Fiscal Impact

No 2016 Budget appropriation exists for Pleasant View Trail. There are un-used Capital Improvement Park appropriations from the College Ave side walk project that would provide sufficient appropriations.

The Finance Committee reviewed this Amendment at the March 22, 2016 meeting and unanimously recommended its approval.

COMMON COUNCIL ACTION REQUESTED

Motion to adopt An ordinance to amend ordinance 2015-2198, an ordinance adopting the 2016 annual budgets for the capital improvement fund for the city of Franklin for fiscal year 2016, to provide appropriations for Pleasant View Trail

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

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APPROVAL  Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/4/2016
REPORTS & RECOMMENDATIONS	Addendum to the Services Agreement with Tyler Technologies to Add On-Site Clerical Support Services	ITEM NUMBER <i>G.17</i>

The Common Council authorized a new services agreement with Tyler Technologies that covers 2016 through 2018. That agreement covers all of the Assessing Department services except for one clerical position that has been filled by a City of Franklin employee. The employee filling that role recently transferred to another clerical position in the City thereby creating a vacancy. Tyler Technologies does provide this clerical service for other communities as part of their overall assessment services.

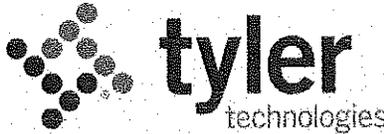
The attached addendum to the core agreement adds the clerical and customer support services to the Tyler Technologies list of responsibilities. The services identified include some unique data entry tasks the City has based upon its use of Govern, EditApp, and GIS software. Because of the ability of Tyler Technologies to coordinate these roles with some of their needs in the other service areas (annual assessments and the annual revaluations), Tyler can achieve some efficiencies that result in a savings to the City.

The cost for the remaining three-quarters of 2016 is \$37,100, which compares very favorably to the approximately \$41,167 budgeted for the position for the same time period. For the full year of 2017, the City would expect to budget approximately \$56,000, whereas the services addendum only costs \$39,000 for 2017. [Note that the City's budgeted cost would rise substantially if the new employee hired (absent this addendum) were to take health insurance, as the majority of full-time employees do.] As part of the efficiencies referenced, it is important to note that the services addendum anticipates that clerical support for 2017 and 2018 will be reduced to 4 days per week. This is possible because the core agreement already has the Assessor in the office on Mondays and, after the first year of the new annual revaluation process, he will be able to provide the walk-in customer support. Nonetheless, the addendum does have alternative language to enable an expansion back to 5-days-per-week clerical service, at the City's option, if that becomes an issue.

The Director of Administration recommends approval. A budget modification moving the appropriation from "Assessor-Personnel Services" to "Assessor-Other Services, Supplies, Etc." would be necessary to enable execution of the addendum.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute the Additional Services Addendum to the Services Agreement with Tyler Technologies to add on-site clerical support services, subject to approval of the necessary budget modification.



Additional Services Addendum

This Additional Services Addendum ("Addendum") is made by and between Tyler Technologies, Inc. with offices at One Tyler Way, Moraine, OH 45439 ("Tyler") and the City of Franklin, Wisconsin, with offices at 9229 W. Loomis Road, Franklin, WI 53132 ("Client").

WHEREAS, Tyler and Client are parties to an original agreement for Annual Assessment Services dated on or about [REDACTED] ("Agreement"); and

WHEREAS, Tyler and Client desire to exercise the Additional Products or Services clause under Section C(3) Additional Services of the Agreement for additional clerical services;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. Tyler will perform additional clerical duties for the Client as described in Exhibit A attached hereto in each year of the Agreement.
2. This Addendum shall include - forty (40) hours per week as described in Exhibit A, for the period of April 4, 2016 through December 31, 2016; thirty-two (32) hours per week for the period of January 1, 2017 through December 31, 2017, and thirty-two hours (32) per week for the period of January 1, 2018 through December 31, 2018.
3. For the services described in Exhibit A, attached hereto, the City agrees to pay Tyler the following fees for the additional services:

April 4, 2016 – December 31, 2016	\$37,100
January 1, 2017 – December 31, 2017	\$39,000
January 1, 2018 – December 31, 2018	\$43,800

4. Tyler will invoice the Client in accordance with Exhibit B of the Agreement.
5. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Additional Services Addendum as of the date set forth below ("Effective Date").

Tyler Technologies, Inc.
Appraisal & Tax Division

Client: City of Franklin, WI

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A – Clerical Services

The prescribed duties of Tyler shall include, but not necessarily be limited to, the following:

A. Provide on-site clerical and customer support in addition to the regularly scheduled Assessor hours from Schedule A.

1. Said hours shall be **FORTY (40)** hours per week, Monday through Friday, for the period April 4, 2016 through December 31, 2016, **THIRTY TWO (32)** hours per week, Tuesday through Friday, or days mutually agreed to, for the period January 1, 2017 through December 31, 2017 and **THIRTY TWO (32)** hours per week, Tuesday through Friday, or days mutually agreed to, for the period of January 1, 2018 through December 31, 2018 with the exception of days that fall on official City Holidays. The normal hours at City hall shall be from 8:30 a.m. to 5:00 p.m. with the exception of a thirty minute lunch period between 12:00 p.m. and 12:30 p.m. De Minimis deviations from the schedule may be authorized in writing (including email) by the Director of Administration and do not require adjustments to fees. Additionally, both Tyler and the Client acknowledge that good customer service may require clerical support to customers past 5:00 p.m. to help customers that arrive before 5:00 p.m.

2. In the event the client determines that forty (40) hours per week of on-site clerical support are needed for any period beginning after January 1, 2017, Tyler shall commence providing such additional service with thirty (30) day notice and the additional fee for the additional service shall be:

January 1, 2017 through December 31, 2017 - \$9,700

January 1, 2018 through December 31, 2018 - \$10,950

The additional fees shall be prorated should the Client decide to request the additional service to begin and/or end on a date after January 1 of either year.

B. Tyler will be responsible for the following clerical duties relating to real estate:

1. Entering permits and maintaining data changes in the City's Unvers CAMA software as needed.
2. Updating ownership, mailing information and applicable assessment information into the City's GCS tax software, EditApp software or Govern software. Should the City change software from EditApp or Govern, Tyler shall update that software with the above information.
3. Maintaining the annual parcel splits and combinations in the City's GCS software.
4. Answering general assessment questions and providing basic assessment information to the public as requested, as part of the daily routine office coverage.
5. Review recorded deeds and real estate transfer returns and enter appropriate information into the City's Unvers CAMA software, GCS tax software, or other software.

C. Mobile Home Units

1. Tyler shall enter all data changes to mobile homes into the mobile home database and create values for January 1 of each assessment year, by January 31 of each assessment year.
2. Tyler shall prepare and mail annual parking fee notices by the second week of February annually. Tyler shall also update the mobile home database monthly with any new ownership information, lottery credit information and mail a parking fee notice to the new owner. A copy of the mobile home notices shall be given to the City Treasure's Office.

D. Tyler shall be responsible for the following clerical duties relating to personal property:

1. Mailings

- i. Tyler shall be responsible for generating labels and forms from the existing personal property database, including all known accounts to be added or deleted as discovered throughout the calendar year, as of the close of the previous year's Board of Review, and shall mail blank personal property forms to all holders of personal property as known as of January 1 of each assessment year, by January 15 of each assessment year.
- ii. Tyler shall be responsible for mailing out reminder letters to all personal property owners that do not return a form by March 1 of each assessment year. The reminder letters shall be sent prior to placing "doomage" assessments on the personal property accounts.
- iii. Tyler shall be responsible for generating a file of personal property notices of assessment.
- iv. Tyler shall be responsible for mailing the personal property notices of assessment.
- v. Tyler shall send out letters and/or forms, as needed, upon discovery of any new personal property accounts.

2. Maintaining New/Deleted Accounts

- i. Tyler shall be responsible for creating new accounts in GCS and assigning the new account number. Tyler shall also be responsible for deactivating accounts from GCS for businesses no longer in operation as of January 1 of each assessment year.
- ii. Tyler shall be responsible for creating new accounts in the Personal Property Database. Tyler shall be responsible for deleting accounts no longer in business as of January 1 of each assessment year from the Personal Property Database.

3. Valuation

- i. Tyler shall be responsible for entering values as received on all returned personal property forms in the Personal Property Database.

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<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/4/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>An Ordinance to Amend Ordinance 2015-2198, An Ordinance Adopting the 2016 Annual Budgets for the General Fund for the City of Franklin for Fiscal Year 2016, Transferring Funds from Assessor-Personnel Services to Assessor-Other Services, Supplies, Etc. in Order for On-Site Clerical Support Services in the City Assessor's Office to be Provided by Tyler Technologies</p>	<p>ITEM NUMBER</p> <p><i>G.18.</i></p>

This item coincides with the preceding Council agenda item pertaining to the "Addendum to the Services Agreement with Tyler Technologies to add On-site Clerical Support Services". As noted in the preceding agenda item, the clerical position in the Assessor's Office is currently vacant due to an employee transferring to another clerical position within the City. If the Common Council approved the addendum to the Tyler Technologies Service Agreement to add on-site clerical support services thereby filling this clerical position vacancy in the Assessor's Office, then this budget modification ordinance to move the appropriation from Assessor-Personnel Services to Assessor-Other Services, Supplies, Etc. is necessary to enable execution of the Addendum with Tyler Technologies to add on-site clerical support services.

Tyler Technologies cost to provide on-site clerical support services in the City Assessor's Office for the remaining three-quarters of 2016 is \$37,100, which is the amount requested in the attached, necessary budget modification ordinance.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2016-____, An Ordinance to Amend Ordinance 2015-2198, An Ordinance Adopting the 2016 Annual Budgets for the General Fund for the City of Franklin for Fiscal Year 2016, Transferring Funds from Assessor-Personnel Services to Assessor-Other Services, Supplies, Etc. in Order for On-Site Clerical Support Services in the City Assessor's Office to be Provided by Tyler Technologies, subject to approval of the necessary "Addendum to the Services Agreement with Tyler Technologies to Add On-Site Clerical Support Services".

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2016-_____

AN ORDINANCE TO AMEND ORDINANCE 2015-2198, AN ORDINANCE ADOPTING THE 2016 ANNUAL BUDGETS FOR THE GENERAL FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2016, TRANSFERRING FUNDS FROM ASSESSOR-PERSONNEL SERVICES TO ASSESSOR-OTHER SERVICES, SUPPLIES, ETC. IN ORDER FOR ON-SITE CLERICAL SUPPORT SERVICES IN THE CITY ASSESSOR'S OFFICE TO BE PROVIDED BY TYLER TECHNOLOGIES

WHEREAS, the Common Council adopted the 2016 Budget for the City of Franklin providing resources and appropriations for 2016 in the General Fund, and

WHEREAS, the clerical position within the City Assessor's Office became vacant due to a City employee transferring to another clerical position within the City, and

WHEREAS, the Common Council authorized a new services agreement with Tyler Technologies that covers 2016 through 2018, and

WHEREAS, the Common Council has authorized the execution of the "Additional Services Addendum to the Services Agreement with Tyler Technologies" to add on-site clerical support services in the City Assessor's Office, and

WHEREAS, in order for these on-site clerical support services to be provided by Tyler Technologies, appropriations in the 2016 adopted budget need to be transferred from Assessor-Personnel Services to Assessor-Other Services, Supplies, Etc.

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

Section 1 That the 2016 Budget be adjusted as follows:

Assessor-Personnel Services	Decrease	\$37,100.00
Assessor-Other Services, Supplies, Etc.	Increase	\$37,100.00

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

Introduced at a regular meeting of the Common Council of the City of Franklin this 4th day of April, 2016.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 4th day of April, 2016.

APPROVED:

ATTEST:

Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk
AYES ___ NOES ___ ABSENT ___

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/4/2016
REPORTS & RECOMMENDATIONS	Amendment to the "Promotions" Provision of the Non-Represented Compensation Plan Creating an Exception for Certain Promotions of Light Equipment Operator to Heavy Equipment Operator and Sewer and Water Technician to Sewer and Water Operator I	ITEM NUMBER <i>G.19.</i>

The resolution adopting and implementing the Position Classification Plan and the Compensation Plan for Non-Represented employees provides as follows:

"Except as otherwise noted, an employee receiving a promotion (a transfer to a position of a higher pay grade) will receive an adjustment to base pay of at least 5% and not more than 7.5%, but not less than the minimum of the range, as determined by the Mayor, upon recommendation of the Department Head and Director of Administration, taking into account experience, performance, the compensation structure, and other such factors as may be determined to be appropriate."

That policy is appropriate going forward in the long term. In the near term, however, there are circumstances, in retrospect, that can lead to undesirable results. For example, the interplay between historical wage rates, placement within the new plan, and the final market-based salary ranges has created a circumstance where an employee who was a Light Equipment Operator (LEO) prior to implementation of the Classification and Compensation Plan cannot be promoted to Heavy Equipment Operator (HEO) without an unfair result. The same circumstance may occur when an employee who was a Sewer and Water Technician (S&W Tech) prior to implementation of the Classification and Compensation Plan seeks promotion to Sewer and Water Operator I (Operator I).

In both instances, the separation in pay between a LEO and a HEO and between a S&W Tech and Operator I is only 4.38%. Therefore, the minimum 5% raise would cause a LEO or S&W Tech promoted to HEO or Operator I to be paid more than each of the other, more experienced HEOs or Operator I's. This occurs in part because the HEO and Operator I positions all ended up above the market-rate where their advancement will be restrained and because the historical wage separation between a LEO and HEO was smaller than provided for in the new Compensation Plan. This does not affect recently hired or any newly hired LEOs or S&W Techs because they will be hired lower in the LEO or S&W Tech range and will have room to receive a 5 to 7.5% raise if promoted to HEO or Operator I. As such, the problem will resolve itself over time, but where necessary the promotion of a LEO to HEO or a S&W Tech to Operator I should be restricted to the amount of a long-term HEO or Operator I, who is consistently in good standing, which at this time is approximately 4.38%.

The Personnel Committee considered this action and made the following motion: "Motion by Alderman Mayer and seconded by Alderman Schmidt to recommend to Common Council to approve modifying promotional language to address conflicts between the standard policy and placements of existing employees at the time of the adoption of the Classification and Compensation Study." Also, please note that there are some more limited potential cases where such a conflict could arise; those will be addressed in the future if it looks as though one of those unlikely circumstances would occur.

COUNCIL ACTION REQUESTED

Motion that an exception to the "Promotions" provision of the Compensation Plan is hereby implemented to provide for a lower minimum promotion allowance (approximately 4.38%) such that a Light Equipment Operator or Sewer & Water Technician promoted to Heavy Equipment Operator (HEO) or Sewer & Water Operator I (Operator I) will not receive a higher wage rate than a long-term HEO or Operator I, who is consistently in good standing, and to authorize amendment to the Employee Handbook and the Civil Service System Personnel Administration Program, in a form as prepared by the Director of Administration, to reflect such a change.

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<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/4/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization to Continue to Proceed with Completion of the City Hall ADA Signage and Franklin Senior Meal Program Site Kitchen Area Roof Venting Community Development Block Grant (CDBG) Projects, Including Authorization for the Mayor to Execute Contracts</p>	<p>ITEM NUMBER</p> <p><i>6.20.</i></p>

The City received a CDBG project award to install ADA compliant signage in Franklin City Hall that will help point individuals to all of the City Hall facilities. The total project award was \$9,891. This amount is lower than required for sealed bids under either Federal or State requirements. It is also lower than the \$10,000 minimum that could require a notice be published as a public construction project. The City has been working with a sign company to identify the necessary ADA compliant signs and the necessary ADA compliant signage format. The project must be completed prior to the end of May to receive the CDBG project reimbursement.

Similarly, the CDBG project entitled "Senior Meal Program Site Kitchen Area Roof Venting" is underway. The purpose of this project is to provide adequate venting to the food service area of the Senior Meal Program area. The Common Council previously authorized hiring a design engineer who is expected to have the design done prior to the Common Council meeting. At this point, it is expected that the construction portion of the project will also be under the \$10,000 public bidding threshold where a published notice is not required. This project must also be completed prior to the end of May to receive CDBG project reimbursement.

Staff was recently made aware of the potential for parts and delivery delays in both projects that could potentially threaten a May completion date. Under current and historical practice, the Mayor has the authority to authorize capital outlay re-designations up to \$5,000 provided the Common Council has established an appropriation that is appropriate to the purchase. Similarly, budgeted item or commodity purchases up to around \$10,000 are ordered and approved by the Council with payment authorization. These two projects will exceed the \$5,000 but are not expected to exceed \$10,000. The limited number of Council meetings and the unknown ordering delays could create the need for a special meeting. Since these are both approved projects, the Director of Administration recommends that the Common Council authorize the Mayor to execute the necessary purchase orders or contracts for an amount up to but less than \$10,000 in each instance.

Please note the following as additional information:

ADA Signage Project

- The ADA Signage project will likely be a commodities purchase with an hourly installation rate.
- If delivery is delayed, then installation will be performed by the Building Maintenance Supervisor.
- The purchase will likely be from Signarama Milwaukee, who has worked diligently with staff to identify needs and options.

Senior Meal Program Site Kitchen Area Roof Venting Project

- The intent of the venting project will be to obtain three quotations based on the design and specifications of the contracted engineer.

- Contract language will be adapted from the City Attorney's boiler plate requirements and will be subject to his review.
- Milwaukee County is being contacted to determine if there are any WBE or MBE listed vendors to be considered for this project.

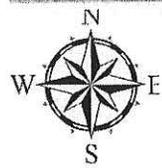
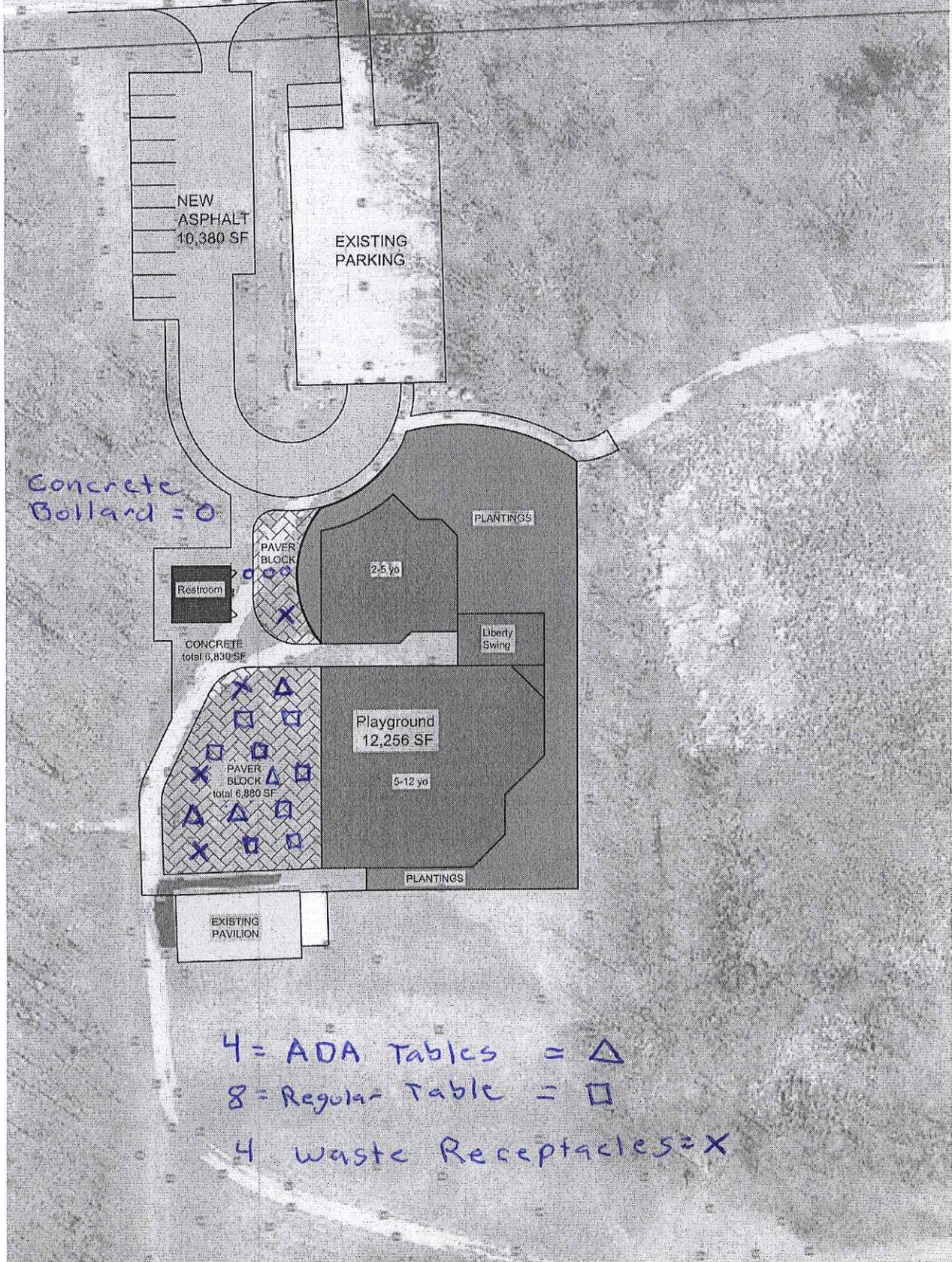
Fiscal Note. As indicated, both projects are CDBG approved and were initially budgeted for 2015. A carryover of the specific appropriations did not yet occur, but a budget modification is not needed at this time. The Grants Fund, where these projects were anticipated has excess appropriations because an appropriation of \$340,000 for other anticipated CDBG projects was initially established and is no longer being used. (This was the original plan for the College Avenue Sidewalk which was subsequently moved to and budgeted in the Capital Improvement Fund.) The Grants Fund appropriation required a matching revenue, and since both of these small projects have a matching revenue, use of the appropriation is acceptable.

COUNCIL ACTION REQUESTED

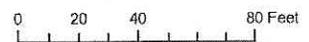
Motion to authorize the Mayor to execute the necessary purchase order(s) or contract(s) for the Community Development Block Grant (CDBG) projects entitled City of Franklin City Hall ADA Signage and City of Franklin Senior Meal Program Site Kitchen Area Roof Venting for an amount up to but less than \$10,000 in each instance, and for the Mayor to report back on any such award at the following Common Council meeting, and to authorize use of the established Grants Fund appropriation for these CDBG projects.

<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/4/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Parks Commission Recommendation to Purchase Site Furnishings for Kayla's Playground</p>	<p>ITEM NUMBER</p> <p><i>G.21.</i></p>
<p>With the development of Kayla's playground in 2015 and the construction completion in the spring of 2016, additional site equipment/furnishings are necessary to complete the project. Picnic tables, waste receptacles, and concrete bollards are being requested and will be placed in the newly developed patio area just outside of the playground in accordance with the attached map. The tables and waste receptacles are very heavy concrete items that will prevent them from being able to be easily moved around the paver area. The bollards will be placed between the restroom and the play area, as shown on the map, to ensure guest's vehicles are not driven back to the pavilion.</p> <p>Staff reviewed options and requested proposals for these additional concrete site furnishings for this patio area. At the March 28, 2016 Parks Commission Meeting, Commission members reviewed the following three proposals for concrete picnic tables, waste receptacles, and bollards (proposals attached):</p> <p>Wausau Tile (tables, waste receptacles, bollards): \$12,045.00 Petersen Mfg. Co., Inc. (tables, waste receptacles, bollards): \$12,303.00 Minnesota-Wisconsin Playground (tables only): \$12,560.00</p> <p>The Parks Commission approved a motion recommending the purchase of the additional site furnishings for the newly developed patio area just outside of Kayla's Playground from Wausau Tile for their total proposed cost of \$12,045.</p> <p>Fiscal Note: In conjunction with the Kayla's Playground project that is still in progress, purchase of these pieces of equipment for installation is appropriate for partial use of Park Impact Fees (36% = \$4,336). The project report made to the Common Council in November noted that the project at Franklin Woods was approximately \$50,000 under budget; therefore, the remaining \$7,709 portion (\$12,045 less \$4,336 Impact Fees) could come from that amount once an appropriation is established. That amount has now - in 2016 - dropped to and become part of the Capital Improvement Fund fund balance. Similarly, following a budget modification, unused appropriations from the Market Square Bathroom (or College Avenue Sidewalk) projects could be reassigned. (Alternatively, the donations account provided by Kayla's Krew for the continued enhancement of the playground area could be a source.) In order to allow for the order to be placed promptly, staff recommends the Common Council authorize purchase with the use of Capital Improvement Fund Contingency appropriation and direct the Finance Director to bring forth a budget modification later that would then free up the contingency appropriation.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion to authorize the purchase of additional site furnishings (picnic tables, waste receptacles, and concrete bollards) for the patio adjacent to Kayla's Playground from Wausau Tile for their total proposed cost of \$12,045, as recommended by the Parks Commission, with the purchase applied against the Capital Improvement Fund Contingency appropriation, pending a budget modification to be brought forward by the Finance Director when he deems appropriate.</p>		

W PUETZ RI



Franklin Woods
 Kayla Park Site
 4/23/2015





QUOTATION

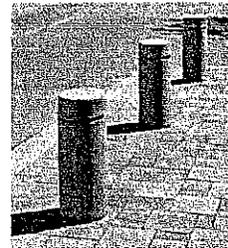
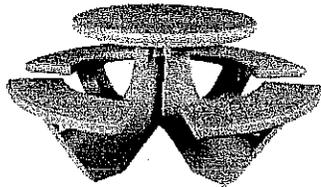
Shelly Runte
 Kayla's Krew
 Franklin WI

Date: March 24, 2016
 Phone: (414) 630-2288
 Fax:
 Email: Runte1@sbcglobal.net

PROJECT: Patio Tables

IN COMPLIANCE WITH YOUR REQUEST FOR A PRICE QUOTATION ON SITE FURNISHINGS SUPPLIED BY WAUSAU TILE, WE SUBMIT THE FOLLOWING:

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	EXTENSION
8	TF3125	66" Dia x 30" H Precast Concrete Table Set , Standard "G" Finish/Colors, 1,100 Lbs		\$ 10,000.00
4	TF3128	66" x 64" x 30" H ADA Precast Concrete Table Set Standard "G" Finish/Colors, 860 Lbs		
4	TF1100	24" diam x 44" H Precast Concrete Waste Container W/ Plastic Dome Top, Retainer Ring, Standard Colors/Finish, 420 Lbs	\$ 368.00	\$ 1,472.00
3	TF6010	12" Dia x 30" H Precast Concrete Bollard, Standard Colors/Finish, 295 Lbs	\$ 184.00	
		OR		
3	TF6020	12" Dia x 36" H Precast Concrete Bollard, Standard Colors/Finish, 310 Lbs	\$ 191.00	\$ 573.00



QUOTATION IN EFFECT FOR 30 DAYS FROM ISSUE DATE UNLESS OTHERWISE NOTED.
 WE QUOTE YOU AS ABOVE F.O.B.: Franklin WI
 SHIPMENT CAN BE MADE IN: TBD

SUBTOTAL : \$ TBD
SHIPPING : \$ Included
SALES TAX : \$ See Below
TOTAL : \$ TBD

TERMS & CONDITIONS:

1. Wausau Tile's standard purchase and warranty terms apply as stated under Terms of Sale on our website.
2. This is a materials only bid valid for 30 days from date of bid. Prices are based on square footage or units as listed above, and subject to change if there are any increases or decreases of quantities to the project.
3. 30% down payment is required on all custom or modified products prior to start of production.
4. Field measurements, specifications and quantity confirmation are responsibilities of the customer.
5. Freight rates are based on today's rates and are valid for 30 days from bid. Delivery is for one location only unless noted in bid.
6. Customer will be notified when product is ready for delivery. Storage charges apply if customer delays shipment more than 30 days after notice.

\$ 12045.00



PETERSEN MANUFACTURING CO., INC.
P.O. BOX 664 DENISON, IA 51442
800-832-7383 * 712-263-2442 * FAX 712-263-5090
www.petersenmfg.com * rick@petersenmfg.com

QUOTATION

Date: 3/24/2016
 Job Number:
 TO: JERRY SCHAEFER
 Company Name: CITY OF FRANKLIN
 Address (line 1):
 Address (line 2):
 City, State ZIP or Postal Code: FRANKLIN, WI 53132
 Phone Number: 414-659-2719
 Fax Number:

TERMS	EARLIEST SHIP	FOB	SHIP VIA	SALESPERSON
NET 10		Denison, IA 51442		Rick Carstensen

ITEM NO.	QTY	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
	8	R-OTS CONCRETE TABLE STANDARD COLORS AND TEXTURES		\$726.00	\$5,808.00
	4	R-OTS-H CONCRETE TABLE STANDARD COLORS AND TEXTURES		\$716.00	\$2,864.00
	4	TCRMP30A CONCRETE TRASH RECEPTACLES WITH 32 GALLON PLASTIC LINER		\$502.00	\$2,008.00
	3	B-9 CONCRETE BOLLARD		\$291.00	\$873.00
		FREIGHT WITHOUT OFFLOADING OR PLACEMENT SHIPPING TO ZIP CODE 53132			\$750.00

* OPTION UMBRELLA BRACKETS FOR THE R-OTS SERIES TABLES 12 x 44.00 ← Brackets	\$44.00 EA	Subtotal	\$12,303.00
		Tax	528.00
		Total	?
			\$12,303.00

Thank you
Rick Carstensen

\$ 12,831.00



Consultant: Jim Pease

Minnesota / Wisconsin Playground
5101 Highway 55, Suite 6000
Golden Valley, Minnesota 55422
Ph. 800-622-5425 | 763-546-7787
Fax 763-546-5050 | jimp@mnwiplay.com

QUOTE #15159

03/16/2016

Precast Round Concrete Tables

City of Franklin
Attn: Jerry Schaefer
7979 West Ryan Road
Franklin, WI 53132
Phone: 414-425-8881
jschaefer@franklinwi.gov

Ship To Zip: 53132

Table with 5 columns: Quantity, Part #, Description, Unit Price, Amount. Includes items CTR4S and CTR3H, and a summary row for SubTotal, Freight, and Total Amount.

This quotation is subject to current Minnesota/Wisconsin Playground policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: f.o.b. factory, firm for 30 days from date of quotation. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Payment terms: net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Shipment: order shall ship within 30-45 days after our receipt and acceptance of your purchase order and color selections. Please be sure unloading equipment can handle weight of your order.

Freight charges: Allowed, as shown, & prepaid

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

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<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/4/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Revised Job Description and Promotional Status for the Position of Confidential Fire Administrative Assistant</p>	<p>ITEM NUMBER</p> <p><i>G.22.</i></p>

A job description for the position of Confidential Fire Administrative Assistant is recommended for approval as a result of the review performed during the Classification and Compensation study. This job description is effectively a reclassification of the Secretary - Fire position. Although a number of positions will have subtle changes to their job description proposed - such as a revision to the years of experience - this position was evaluated to reflect a significant change in the components of the job. The need for the position to reflect a higher level of duties has been proposed by the Fire Department for a number of years, but consideration was held off pending consideration within the Classification and Compensation study.

The duties in the job description as proposed reflect the current level of the duties for the position. It is this level of duties that was evaluated in the Class and Compensation study. As such, the revised job description does not require an adjustment to the position scoring or to its placement within the classification plan. The attached, proposed position description incorporates a couple of adjustments as recommended by the Personnel Committee. The Personnel Committee's motion related to the revised job description is as follows. The Director of Administration and Fire Chief also recommend adoption.

"Motion by Member Barber and seconded by Member Traynor to recommend to Common Council to accept the job description with changes made (fix the typo in "the", add an "s" on "maintain", change "make sure" to "ensure", change "owner of property" to "property ownership", add an "s" to "Assist", and add "Proven" before "Ability to handle"). Motion Carried: Ayes - All."

As noted above, the job description reflects a significant change in duties from the current job description that applies to the individual currently in the position. In fact, from all of the positions evaluated in the Classification and Compensation study, this is the one position that had the most significant changes, by far. That being the case, upon the recommendation of the Director of Administration, the Personnel Committee considered whether the reclassification should be considered a promotion. The Director of Administration reported to the Personnel Committee that the nature of the changes to the job description are significant enough to constitute a different job or a new position, but it is being addressed as a reclassification of an existing job that retains the incumbent. In conclusion, the Director of Administration recommended that awarding the position as a promotion was an appropriate conclusion. He further noted, however, that the initial placement of the position in the new pay plan in accordance with the implementation instructions resulted in an additional 2% increase than had this position been redrafted in advance of the Classification study. In other words, in determining the increase to be provided along with the promotion, if so authorized, it will be calculated as if 2% had already been awarded. Per the adopted policy, the

amount of a promotional increase is between 5% and 7.5%, as determined by the Mayor giving consideration to performance, etc. The Personnel Committee, Director of Administration, and Fire Chief recommend the reclassification of the position of Secretary - Fire to Confidential Fire Administrative Assistant be treated as a promotion for the incumbent, with the restriction as previously noted. Following is the motion as adopted by the Personnel Committee:

“Motion by Member Barber and seconded by Alderman Mayer to recommend to Common Council that it is reasonable to consider the level of adjustment in the job description as a promotion. Motion Carried: Ayes - All.”

[Note: The marked-up version is attached for convenience, but approval would be of the final, non marked-up version.]

COUNCIL ACTION REQUESTED

Motion to adopt the revised job description for the position of Confidential Fire Administrative Assistant with changes made as recommended by the Personnel Committee.

AND

Motion to approve the reclassification of the position of Secretary-Fire to Confidential Fire Administrative Assistant position be treated as a promotion for the incumbent with the restriction of the increase in wage be calculated as if 2% had already been awarded and effective retroactive consistent with the implementation of the Classification and Compensation Plan.

CITY OF FRANKLIN
Job Description

Job Title: ~~Secretary~~ Confidential Fire Administrative Assistant

Department: Fire

Appointing Authority: Fire Chief

Reports To: Fire Chief

Salary Level: ~~Teamsters Union Contract~~ Salary Range 4

FLSA Status: ~~Union~~ Non-Exempt

Prepared By: ~~James Martins, Fire Chief~~ Dana Zahn, Human Resources Coordinator

Prepared Date: ~~July 11, 2008~~ March 2016

Approved By: ~~Resolution 2008-6469~~ Common Council

Approved Date: ~~August 5, 2008~~

Summary:

Performs a variety of confidential, complex and routine clerical, secretarial and administrative work in the keeping of Fire related documents, reports and records, answering telephones, receiving the public, providing customer assistance, data processing, and record keeping. Assist in administration of the operating policies and procedures of the department.

Essential Duties and Responsibilities:

Coordinates the office operations of the department, including but not limited to serving as cashier for various payments, and ordering/purchasing office/miscellaneous supplies, duplicating and distributing materials, and maintaining office files.

Develops and maintains office forms and procedures, and assist with administrative tasks involving personnel, budgeting, and facilities.

Answers central telephone system and maintains radio communications. This could include taking emergency calls for assistance, taking necessary information, and contacting dispatch to "tone it out" for response.

Monitors EMS website to see keep informed as to what hospitals are temporarily closed. Relays information regarding closed sites to ambulances as needed.

Remains current on HIPAA law and acts as an advisor to the HIPAA Officer. Handles department open records requests.

Receives the public and answers questions; responds to inquiries from employees, citizens, and others, and refers, when necessary, to appropriate persons.

~~Duplicates and distributes material.~~

Composes, types, and edits correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness. including related to confidential matters.

Reviews, ~~and coordinates, and processes~~ EMS billing to ~~make sure~~ bills are correctly coded as ALS or BLS and paperwork is completed properly. ~~Sends to the correct entity for billing.~~

Coordinates inspection billing by investigating ~~owner of a property~~ property ownership, calculating amount due ~~by tax #~~, entering information into computer systems, ~~and sending to accounting for billing creating an invoice, and following up on past due invoices.~~

Reviews, coordinates and processes invoices and purchase orders relative to the Finance software.

Enters occupancy and testing related data into computer system for construction projects.

Processes fire alarm and sprinkler plans for new and remodeled buildings, including invoicing plan review fees, receiving payments, and managing storage of data, records and plans.

Schedule appointments for Fire Inspection Bureau with contractors and business owners.

Signs for and takes responsibility for controlled medical drugs in the absence of a paramedic or officer.

Tracks repetitive callers and makes referrals to the Health Department as needed.

~~Maintains department files.~~

Attends meetings and compiles minutes as needed.

Schedules CPR classes for the public.

Reviews and submits department timesheets for processing. ~~Ensures overtime is paid in accordance with FLSA requirements.~~

Assists in coordinating Information Services' maintenance of departmental computer systems, which may include executing routine actions.

Assists the public with the use of department facilities.

Runs departmental errands as needed.

Other duties as assigned by the supervisor.

Minimum Qualifications:

Education and Experience:

Graduation from high school or GED equivalent with specialized course work in general office practices such as typing, filing, accounting and bookkeeping, and ~~two (2)~~ four (4) to six (6) years of increasingly responsible related experience, or any equivalent combination of related education and experience.

Necessary Knowledge, Skills and Abilities:

Working knowledge of computers and electronic data processing.

Ability to type 45 words per minute.

Ability to protect confidentiality and right to privacy of all customers.

Working knowledge of modern office practices and procedures.

Some knowledge of accounting principles and practices.

Skill in operation of listed tools and equipment.

Ability to effectively meet and deal with the public.

Ability to effectively communicate in writing and verbally.

Proven aAbility to handle stressful situations.

Ability to make independent judgments which have minor-moderate impacts on the organization.

Supervision Received:

Works under the close supervision of the Fire Chief, according to an established work routine.

Supervision Exercised:

None.

Licensing and Certification:

None. Valid WI driver's license required.

Tools and Equipment Used:

Telephone; personal computer, including word processing and spreadsheet software; copy machine; fax machine; two-way radio; calculator and typewriter.

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 is frequently required to sit, talk and listen. The employee is occasionally required to walk; use hands and fingers to feel, handle, or operate objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 15 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.

Inside controlled workplace environment. The noise level in the work environment is moderate. Possible exposure to blood-borne pathogens in body fluid.

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 employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Job Responsibilities Related to Patient Privacy:

The Employee shall protect the privacy of all patient information in accordance with the City of Franklin Fire Department's privacy policies, procedures, and practices, as required by federal (and state) law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with The City of Franklin Fire Department's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment.

The Employee may access protected health information and other patient information only to the extent that is necessary to complete their job duties. The Employee may only share such information with those who have need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other Fire department operations.

The Employee is encouraged and expected to report, without the threat of retaliation, any concerns regarding The City of Franklin Fire Department's policies and procedures on patient privacy and any observed practices in violation of that policy to the designated Privacy Officer or the Director of Administration.

<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>4/4/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Approval of the Vacation/Compensatory Time Donation Policy as a Modification of the Vacation Donation Policy</p>	<p>ITEM NUMBER</p> <p>6.23.</p>

In 2001, the City adopted a policy which allows fellow employees to donate vacation time to another employee who has run out of all paid time off and is off work due to sickness or injury. Attached is an updated version of the policy. The Personnel Committee and Director of Administration recommend approval.

Such a policy is not uncommon, although not necessarily pervasive. The presumption of such a policy is twofold. First, loss of an earned leave hour or day that will eventually be paid out is still just one hour or day of lost productivity no matter who uses the hour of leave. Second, that those donating leave time that make more than the receiving employee and those donating leave time that make less than the receiving employee will roughly equal each other over time such that the policy is fiscally neutral. Alternatively, the second point can simply be that any potential fiscal cost from disparity in wage rates between the donators and the receiver is an acceptable result from a human resources policy perspective and from a goodwill perspective.

This policy has only been used a handful of times (about 4 times in the past 10 years) but was just recently used in March. An employee, who is out for cancer treatments and approved his medical circumstances being shared with fellow employees, requested consideration under the policy. Following information being distributed, his fellow employees generously donated vacation time up to the total, combined maximum allowed amount of 25 days. Actually, more than 25 days were offered, but only 25 were transferred in accordance with the policy.

The process, however, revealed a couple aspects of the policy that warranted consideration for change. First, some large departments (for example Police and Fire) post vacation hours prior to the start of the year, and thus they do not have a bank of vacation hours to consider for donation. These departments do have compensatory time and several employees offered to transfer these hours. Compensatory time, however, is not included in the policy, so the requests were not honored. Both vacation hours and compensatory hours are guaranteed paid time off. If an employee were to leave employment, both balances would be paid out on the employee's final paycheck. As such, there is no effective reason not to allow the donation of compensatory time off as an alternative option. The Personnel Committee took up this question and concurred with staff that such an option was reasonable.

The next most significant policy change is eliminating the expectation that the policy be annually reviewed. In the post Act 10 environment, there is little reason to require annual consideration as the Common Council would clearly retain the right to amend or eliminate the policy at any time with or without cause. Additionally, clarification and emphasis was added that the employee's consent is needed to disclose any medical information as part of the request

for donation of leave balance. As presented, donation of vacation hours by an individual remains limited to 25% of their accumulated balance, whereas compensatory time is not limited except by the overall limit that an individual may only receive up to 25 days over a two-year period.

Although approval is recommended at this time, please note that the Personnel Committee requested staff to further investigate the appropriateness of the overall cap of 25 days over a two-year period and to bring it back to a future meeting in conjunction with other benefit issues that are under review. As such, the issue could return in the near future.

The Director of Administration recommends incorporating this policy into the Employee Handbook and Civil Service System Personnel Administration Program, because such free-standing policies do not get the necessary distribution and can be misplaced or forgotten over time. These two manuals are the intended mechanisms for recording and distributing such human resources policies.

[Note: The marked-up version is attached for convenience, but approval would be of the final, non marked-up version.]

COUNCIL ACTION REQUESTED

Motion to approve the Vacation/Compensatory Time Donation Policy as a modification of the Vacation Donation Policy and authorize the Director of Administration to incorporate it into the Employee Handbook and Civil Service System Personnel Administration Program in a manner and format as he shall determine is appropriate, which incorporation shall then replace and supersede this separate policy.

City of Franklin
Vacation/Compensatory Time Donation Policy

I. **PURPOSE**

The purpose of this policy is to establish procedures for an employee to receive donated vacation time and/or compensatory time from fellow City employees when the individual has an insufficient amount of accumulated sick days, vacation days, compensatory time, or other leave to provide for continued salary during the extended illness or other medical condition.

II. **POLICY**

It is the policy of the City of Franklin (Resolution No. 2001-5191) to allow non-represented employees to donate vacation/compensatory time to another employee in the event of illness or injury if the ill or injured does not have sick or vacation time left in his/her account. An employee may donate a maximum of 25% of such donor employee's current accumulated vacation time during the subsequent two (2) year period. An employee may donate any amount from their compensatory time balance. There shall be an aggregate limit to such transfer of vacation/compensatory time by all other employees to any one employee of twenty-five (25) days in a two (2) year period. ~~This policy requires approval of the Common Council prior to December 31st of each year for continuation.~~

III. **ELIGIBILITY**

- A. All non-represented employees who have worked for the City of Franklin for a minimum of 6 months, and who ~~by resolution~~, qualify for sick and vacation time benefits, shall be eligible to request a donation of vacation/compensatory time from other City employees when the employee has an insufficient amount of accumulated sick days, or other leave to provide for continued salary during an illness or other medical condition of the employee.
- B. Employees who are not provided sick or vacation time benefits, by resolution, shall be ineligible to receive donated vacation time from fellow City employees.

IV. **LIMITATIONS**

- A. No city employee shall be permitted to use donated leave time until the Employee has exhausted his/her entire sick leave, vacation time, compensatory time, personal days, and holiday time.

- B. Employees will be permitted to request donation of vacation/compensatory time only one time during any 2-year period.
- C. The maximum amount of vacation time any one employee will be permitted to donate to another employee is 25% of their current accumulated vacation time during any two (2) year period. An employee may donate any amount from their accrued compensatory time account.
- D. The maximum amount of leave any one employee may receive through donations of vacation/compensatory time from other employees is 25 days in a two (2) year period.
- E. This donation of vacation/compensatory time is subject to the discretion of the employee's Department Head and based on workload and staffing of the Department.

V. **PROCEDURES**

- A. The Human Resources Coordinator shall provide Leave Donation Request forms for eligible employee's use. An employee will be required to have a physician certify that the employee has a serious health condition, which prevents the employee from working. The forms shall not require an employee to disclose any information about the nature of the illness or medical condition. All such medical information shall be treated as confidential and shall not be disclosed to unauthorized persons without the employee's consent.
- B. Any eligible City employee, who wishes to solicit donations of vacation/compensatory time in accordance with this policy, shall submit a completed Leave Donation Request form to the employee's Department Head.
- C. Department Heads that receive a completed Leave Donation Request form shall verify that the requesting employee is eligible to receive donated leave, then forward the Leave Donation Request form to the Director of Administration.
- D. The Human Resources Coordinator will verify the requesting employee is eligible to receive donated vacation/compensatory time from fellow employees and, upon such verification, will notify all employees and include a Leave Donation form in the memo or email. The Leave Donation form will notify all City employees of only the name of the employee requesting donated leave and in what Department the said employee works. No information regarding the illness or medical condition may be divulged without the employee's consent.

- E. Leave Donation forms must be completed and returned to the Human Resources Coordinator within 15 working days of distribution or they will not be accepted.
- F. The Human Resources Coordinator, upon receipt of a Leave Donation form, shall have the Payroll/Accounting Clerk transfer the donated leave from the donating employee's vacation/compensatory time account to the requesting employee's sick leave account.
- G. The Human Resources Coordinator shall notify the Department Head and the recipient employee of the number of hours credited to the employee's sick leave account.
- H. If the recipient employee returns to regular duty prior to exhausting the donated leave, the employee shall be allowed to retain up to 8 hours of the donated leave. Any balance of sick leave exceeding 8 hours shall be returned to the employee who donated the leave on a prorated basis.
- I. Employees who have received donated leave time from other employees, shall not be entitled to any payout for any unused donated leave upon termination from City employment. Such unused leave shall be returned to the employees who donated the leave on a prorated basis.
- I.J. In the event that employees donate more than the maximum allowable number of days, Human Resources shall have the authority to reallocate days/hours back to employees in a manner as they see fit.

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This policy is not intended to replace any provision of the Family Medical Leave Law.

LEAVE DONATION REQUEST FORM

Employee Name: _____ Date: _____

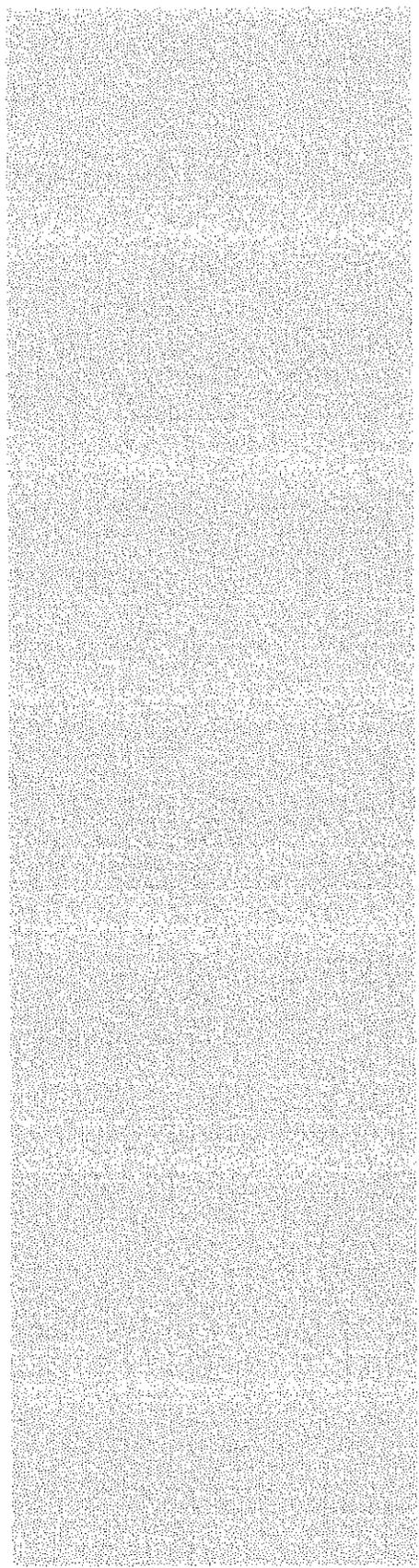
I would like to request the following time off as Donated Time, I will provide the necessary medical certification:

Date From	Date To	Hours
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Employee Signature: _____ Date: _____

Approved: _____ Date: _____
(Department Head)

_____ Date: _____
(Director of Administration)



LEAVE DONATION FORM

Please transfer _____ hours of my accumulated vacation time to the sick time account of _____.

Please transfer _____ hours of my accumulated compensatory time to the sick time account of _____.

Employee Signature: _____ Date: _____

Employee Name (Printed): _____

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Formatted: No underline

Approval: _____ Date: _____

Entered into Payroll System on _____.

Cc: Department Head
Recipient Employee
Donating Employee
Human Resources ~~Manager~~-Coordinator (original)
Payroll Clerk

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 4/4/2016
REPORTS & RECOMMENDATIONS	Avaya Two-Year Extension of Telephone & Voicemail Maintenance Services for the City of Franklin	ITEM NUMBER <i>G.24.</i>

The City has a current Service Agreement with Avaya for maintenance of the Definity phone system (now called "Communication Manager" by Avaya), which includes cabinets, circuit controls, and hardware and software for the entire phone and voicemail systems. The current monthly cost of the service is \$952 or \$11,424 annually. This price has been in place since 2012, but that contract is expiring May 26, 2016. The price is increasing to \$12,005 per year, which is about \$1,000 per month and amounts to a 5% increase since the 2012 contract.

The Centrex and ISDN services are currently contracted with AT&T through August 2019. As such, a three-year extension of the phone and voicemail systems would be appropriate. Unfortunately, the voicemail system is reaching the end of support date beginning in 2018. As such, a two-year extension of the current maintenance agreement is more appropriate. This would position City Hall to be able to examine newer systems, including consideration of IP technology, as we approach the end of the contracts. At that time, the City would undertake a more expansive review of phones, phones systems, and voicemail services to determine the best options moving forward. The continued extension at this time also continues to take advantage of effective savings through extending the years of service on the initial investment.

The catch is that Avaya only includes items on a maintenance contract in whole-year units. Therefore, the Intuity voicemail system maintenance (\$2,400) is removed from the second year of the contract. After the expiration of the one-year term, the City would be able to continue on a month-to-month basis through the remainder of 2017 and month-to-month with "best effort" service through the completion of the full two years. Historically, AT&T and Avaya have provided month-to-month service without quickly increasing rates, so the proposed approach is not unreasonable based on past experience.

Avaya has continued to provide good service and response in maintenance of their system and retaining them through the useful life of the voicemail system is recommended.

COUNCIL ACTION REQUESTED

Authorize the Director of Administration to execute a "Channel Service Agreement Order Form" with Avaya for a two-year extension of telephone and voicemail maintenance services in accordance with the Service Agreement Detail Document, including continuing a month-to-month service arrangement for the voicemail system during year two.



Service Agreement Detail Document
CITY OF FRANKLIN 2016 RENEWAL 3

For

City of Franklin

Quote Reference Number: 540271

Quote Produced on Mar 24, 2016

Quote Expires on Jul 22, 2016

Estimated Service Agreement Start Date: Mar 24, 2016

Hardware Maintenance Payment Frequency: Annual Prepaid

Hardware Maintenance Quote Term in Months: 24

Port Pricing Type: Switch Only

Region: United States

Currency: USD

* Estimated Subsequent Invoice Amount is for informational purposes only & does not reflect 1) changes associated with utility measurements gathered at true-up, 2) subsequent component additions to already covered product categories or 3) Invoice amounts for items eligible for coverage in yearly increments. Estimated subsequent invoice amounts are calculated assuming that coverage is still available in subsequent years.

* The quoted items included in this report must be covered by a current, unexpired contract to generate a complete quote detail.

Coverage for this MPC/Material has lapsed beyond the grace period, therefore, charges apply and are included in the Re-Initiation fee.

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The Maintenance Services being ordered on this Order Form and the associated billing may commence, in some cases, during the Avaya Product warranty period.

Avaya will, at its discretion, perform a true up on no more than a quarterly basis to reconcile future billing on some items which have been added (activated) or removed (deactivated) during the previous period. No credits or cash payments will be issued against previously paid amounts.

Maintenance service unit price associated with CMS Administered Agents and Administered Voice Mail Boxes will remain fixed based on the number of units located at the site at time of the maintenance contract start date. This per unit charge will remain unchanged for the contracted term of maintenance support, independent of quantity changes recorded during true-ups.

Service charges for IP ports and certain Communication Manager applications (including but not limited to Wan Spare Processor, Local Spare Processor, Survivable Remote Processor & IP Agents) located at remote customer sites that are priced under the utility pricing methodology will be invoiced at customer's main/media server location. These service charges will be invoiced based on the coverage option and pricing reflected at the main site or location.

The Re-Initiation Fee Policy can be found at: **Partner Portal > Business Tools, Policies & Processes > Policy Information > Support Services Policies**

ALERT NOTIFICATION FOR QUOTES WITH SS and SSU COVERAGE:

SS Coverage is only billed as FULLY PREPAID. If your SSU annual billed quote has SS items on it, the SS items will be co-terminated with the SSU coverage but will bill as a one-time full prepayment regardless of the billing option selected when creating the quote. Please adjust your purchase order/contract accordingly.



SAP Sold to: 0003030683
 FL: 0003030683
 Organization Code: B001
 Distribution Channel: 01
 Payer Ref Number: 000000000
 FL Address:
 CITY OF FRANKLIN
 9229 W LOOMIS RD
 FRANKLIN, WI 53132-9630

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
Custom Solutions				24-Month Term	Full Coverage 8x5			
000000000407662618	CUST SOL RCDR INTF MOD M8000 - 8000 LE M8000 FOR 8000 SERIES SETS	4		24	\$1.72	\$82.56	\$82.56	\$165.12
MPC Totals						\$82.56	\$82.56	\$165.12
DEFINITY Call Center				24-Month Term	Full Coverage 8x5			
000000000000114720	DEFINITY CALL CENTER R6 UPGRADE BASIC &	1		24	\$9.31	\$111.72	\$111.72	\$223.44
MPC Totals						\$111.72	\$111.72	\$223.44
DEFINITY Software				24-Month Term	Full Coverage 8x5			
000000000000108373	SSP UPGRADE SOFTWARE LICENSE 100 PORTS L	3			\$0.00	\$0.00	\$0.00	\$0.00
000000000000118051	DEFINITY RELEASE B LICENSED COPY DEFINIT	1			\$0.00	\$0.00	\$0.00	\$0.00
0000000000001180476	R9&PRIOR UPG CM2SI LIC:DS;10IPTRK 5EC500 5IPSTF-NU; 5IPSTA 5200AGT-CU	1			\$0.00	\$0.00	\$0.00	\$0.00
0000000000001182007	CM2 SOFTWARE PACKAGE TRACKING LIC:DS; 8000 IP TRK-NU	1			\$0.00	\$0.00	\$0.00	\$0.00
0000000000001182012	CM2 TRUNK PORT SOFTWARE LIC:DS;1TDM TRK-NU	48			\$0.00	\$0.00	\$0.00	\$0.00
000000000107648107	PROGRAM SIZE SENSITIVE 301 TO 400 PORTS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108304650	DEFINITY UNIFORM DIAL 100 PORTS < 500 PORTS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108304676	DEFINITY UNIFORM DIAL RIGHT TO USE 100 PORTS > 501 PORTS	3			\$0.00	\$0.00	\$0.00	\$0.00
000000000108304728	DEFINITY ISDN RIGHT TO USE PRIMARY RATE 100 TO 500 PORTS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000108304759	DEFINITY ISDN PRI 100 PORTS - 501 PORTS	3			\$0.00	\$0.00	\$0.00	\$0.00
000000000108549254	DEFINITY UPGRADE SOFTWARE R8SI RTU	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals						\$0.00	\$0.00	\$0.00
Enterprise Voice Systems				24-Month Term	Full Coverage 8x5			
000000000000102919	CIRCUIT PACK ANALOG LINE 16 PORT TN746B	3			\$0.00	\$0.00	\$0.00	\$0.00
000000000000102924	UNIVERSAL COUPLER	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000000102930	CIRCUIT PACK DS1/DMI TRUNK UPG TN767E SX	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000000102939	SWITCHROOM SNEAK FUSE	1			\$0.00	\$0.00	\$0.00	\$0.00

MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
00000000000107981	DEFINITY CABINET UPGRADE G3S/G3IV1-V4 TO RISC G3SI R6	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000160108	144STA BDL W/VCE ML	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000103556973	CP-TN744 CLASSIFIER SYST*	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000103557435	CIRCUIT PACK TN790 PROCESSOR	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000103557476	CP NTWK CNTL TN794	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000105167266	CIRCUIT PACK TN747B CENTRAL OFFICE TRUNK INTERFACE	6			\$0.00	\$0.00	\$0.00	\$0.00
000000000105592075	CP-TN771B 1.00 EA	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000106405616	CIRCUIT PACK TN763D AUX TRUNK INTERFACE	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000106708948	CIRCUIT PACK TN2181 DIGITAL LINE 16 PORT	7			\$0.00	\$0.00	\$0.00	\$0.00
000000000106708955	MULTIPOINT CONFERENCING SYSTEM MCU TONE CLOCK CP-TN2182	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000107214710	CP DS1/DMI TRNK UPG TN767E E	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals						\$0.00	\$0.00	\$0.00
Intuity AUDIX HW Platform		24-Month Term		Full Coverage 8x5				
000000000700402787	AM MONITOR FLAT PANEL US WITH POWER CORD RHS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700403496	AM 4 PORT ANALOG CARD TYPE A US KIT RHS	2			\$0.00	\$0.00	\$0.00	\$0.00
000000000700403520	AM KEYBOARD US TYPE WITH MOUSE RHS	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700427529	AM S3210R SERVER	1			\$0.00	\$0.00	\$0.00	\$0.00
000000000700427537	AM MODEM SERIAL MULTITECH	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals						\$0.00	\$0.00	\$0.00
Intuity Application Software		24-Month Term		Full Coverage 8x5				
00000000000202460	IALX R2 APPLICATION LICENSE LIC:DS,SR	1			\$0.00	\$0.00	\$0.00	\$0.00
00000000000202468	IALX R2 LICENSE 1 SEAT VOICE MBX NEW 251-500 LIC:NU	251			\$0.00	\$0.00	\$0.00	\$0.00
00000000000427560	IALX APPLICATION MEDIA R2.0	1			\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals						\$0.00	\$0.00	\$0.00
Paradyne Products		24-Month Term		Full Coverage 8x5				
00000000000101108	PARADYNE CSU PACKAGE WITH TRANSFORMER /	1		24	\$20.38	\$244.56	\$244.56	\$489.12
MPC Totals						\$244.56	\$244.56	\$489.12
Utility Communication		24-Month Term		Full Coverage 8x5				
Manager								
00000000000179235	TDM ports (switch only coverage)	308		24	\$2.48	\$9,166.08	\$9,166.08	\$18,332.16
00000000000179449	Survivable Remote Processor (SRP)	0		24	\$90.00	\$0.00	\$0.00	\$0.00
00000000000179450	Local Survivable Processor (LSP)	0		24	\$25.00	\$0.00	\$0.00	\$0.00
00000000000179451	WAN Spare Processor (WSP)	0		24	\$275.00	\$0.00	\$0.00	\$0.00
00000000000184748	Administered IP ports - Basic Support	0		24	\$3.10	\$0.00	\$0.00	\$0.00
00000000000189960	DEF SVR SI V2	1		24	\$0.00	\$0.00	\$0.00	\$0.00
MPC Totals						\$9,166.08	\$9,166.08	\$18,332.16
Utility Messaging		24-Month Term		Full Coverage 8x5				
000000000000182378	INTUITY LX	1		12	\$200.00	\$2,400.00	\$0.00	\$2,400.00
000000000000190054	INTUITY LX V2	1		12	\$0.00	\$0.00	\$0.00	\$0.00

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MPC/Material Code	Description	*Qty	Delayed Billing Date	Months	Monthly Unit Price	Initial Invoice Amount	*Estimated Subsequent Invoice Amount	*Estimated Total Price
						\$2,400.00	\$0.00	\$2,400.00
BQRN-100041						\$12,004.82	\$9,604.82	\$21,609.84
						\$12,004.82	\$9,604.82	\$21,609.84

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p>
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<p>REPORTS AND RECOMMENDATIONS</p>	<p>Donation from Franklin Lions Club Foundation in the amount of \$250.00 to the Fire Department</p>	<p>ITEM NUMBER</p> <p><i>G.25.</i></p>
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The Franklin Fire Department has received a donation from the Franklin Lions Club in the amount of \$250.00, to cover the cost of two updated GPS units for front-line paramedic ambulances. The units will aid the Department in providing a rapid response to all time-critical medical emergencies.

COUNCIL ACTION REQUESTED

Request approval to accept \$250.00 donation from the Franklin Lions Club Foundation, to be used toward funding GPS units.

Shirley Roberts

From: Adam Remington
Sent: Thursday, March 24, 2016 7:56 AM
To: Shirley Roberts
Cc: Sandi Wesolowski; Steve Olson
Subject: Council Action
Attachments: Council Action GPS Donation from Lions Club.docx

Shirley,

Please see attached item.

Thanks,

Adam.

Adam J. Remington
Fire Chief
Franklin Fire Department
(414) 425-1420
aremington@franklinwi.gov

This message is intended for the sole use of the individual and entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone the message or any information contained in the message. If you have received this message in error, please immediately advise the sender by reply email and delete the message.