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CITY OF FRANKLIN  
SPECIAL COMMON COUNCIL MEETING  
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS  
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN  
AGENDA\*  
TUESDAY AUGUST 27, 2024 AT 5:00 P.M.

- A. Call to Order, Roll Call and Pledge of Allegiance.
- B. Citizen Comment Period.
- C. Organizational: Mayoral Appointments:  
  
Mayoral Aldermanic Appointments:
  - (a) Alderwoman Michelle Eichmann-Personnel Committee, 3 year unexpired term expiring 04/14/25.
  - (b) Alderman Jon Peccarelli-Technology Commission, 3 year unexpired term expiring 04/14/25.
- D. Reports and Recommendations: A Resolution Authorizing Certain Officials to Execute a General Municipal Engineering Services Agreement with Graef-USA Inc.
- E. Adjournment.

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

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

REMINDERS:

September 2	City Hall Closed-Labor Day	
September 3	Common Council	6:30 p.m.
September 5	Plan Commission	6:00 p.m.
September 17	Common Council	6:30 p.m.

<p style="text-align: center;"><b>APPROVAL</b></p>	<p style="text-align: center;"><b>REQUEST FOR COMMON COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b> 8-27-2024</p>
<p style="text-align: center;"><b>ORGANIZATIONAL BUSINESS</b></p>	<p style="text-align: center;"><b>Mayoral Aldermanic Appointments</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b> C.</p>

Mayoral Aldermanic Appointment:

- (a) Alderwoman Michelle Eichmann-Personnel Committee, 3 year unexpired term expiring 04/14/25.
- (b) Alderman Jon Peccarelli-Technology Commission, 3 year unexpired term expiring 04/14/25.

**COUNCIL ACTION**

Motion to confirm the following Mayoral Aldermanic Appointments:

- (a) Alderwoman Michelle Eichmann-Personnel Committee, 3 year unexpired term expiring 04/14/25.
- (b) Alderman Jon Peccarelli-Technology Commission, 3 year unexpired term expiring 04/14/25.

**ROLL CALL VOTE**

CLERKDEPT

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 8/27/2024
REPORTS & RECOMMENDATIONS	A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A GENERAL MUNICIPAL ENGINEERING SERVICES AGREEMENT WITH GRAEF-USA INC.	ITEM NUMBER D.

**BACKGROUND**

The City of Franklin is searching for a new Director of Engineering Services. This process requires careful consideration to ensure the best candidate is selected. During this period, the City's engineering projects must progress without interruption.

To maintain the momentum of ongoing and upcoming projects, it is proposed that the City enlist the services of Graef-USA Inc. through a temporary service agreement. Graef has a strong reputation for providing municipal engineering services and has agreed to offer their expertise in the interim.

The temporary service agreement with Graef will allow the City to keep all current and planned projects moving forward while also providing the necessary time to find the best Director of Engineering Services. This agreement ensures no rush in hiring, which could lead to a less-than-optimal choice for such a critical role.

**FISCAL NOTE**

The agreement with Graef will be on a Not-To-Exceed basis of \$50,000, as detailed in the proposal. Hourly rates and direct expenses will be in accordance with the rate table provided by Graef and attached to the agreement. As customary today, all developer projects will continue to be charged back to the developer. In contrast, city projects are expected to use the additional monies in the personnel funds for the Engineering Department that the departure of the City Engineer and Assistant City Engineer has left.

**RECOMMENDATION**

It is recommended that the Council approve the temporary engineering services agreement with Graef-USA Inc. and authorize the Mayor to sign the agreement on behalf of the City.

**COUNCIL ACTION REQUESTED**

Motion to approve the temporary engineering services agreement with Graef-USA Inc. as outlined in the proposal and authorize the Mayor to execute the agreement.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

*draft 8/23/24*

RESOLUTION NO. 2024-\_\_\_\_

**A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A GENERAL MUNICIPAL ENGINEERING SERVICES AGREEMENT WITH GRAEF-USA INC.**

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WHEREAS, the City is in need of municipal engineering services due to the currently vacant offices in the City Engineering Department; and

WHEREAS, Graef-USA Inc. has offered to provide temporary general municipal engineering services to the City; and

WHEREAS, Graef-USA Inc. is a highly experienced and well-qualified municipal engineering services company; and

WHEREAS, the Common Council having considered the current municipal engineering services need of the City and having determined that the retaining of Graef-USA Inc. to provide such services is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the General Municipal Engineering Services Agreement with Graef-USA Inc., in such form and content as annexed hereto, together with any changes thereto as approved by the City Engineering Department, the Director of Administration and the City Attorney, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2024.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED:

\_\_\_\_\_  
John R. Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Shirley J. Roberts, City Clerk

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



The Avenue  
275 West Wisconsin Avenue, Suite 300  
Milwaukee, WI 53203  
414 / 259 1500  
414 / 259 0037 fax  
[www.graef-usa.com](http://www.graef-usa.com)

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August 23, 2024

Mayor John Nelson  
City of Franklin  
9229 W. Loomis Road  
Franklin, Wisconsin 53132

**SUBJECT: General Municipal Engineering Services Agreement**

Dear Mayor Nelson:

We are very pleased to provide you with this proposal for professional services. When accepted, this proposal will become the basis of the Agreement between Graef-USA Inc. (GRAEF) and City of Franklin (Client).

This proposal is for General Municipal Engineering Services (Project). Our proposal is subject to the attached standard terms and conditions.

It is our understanding that the nature of the Project is to perform municipal engineering services as directed by the Mayor and Director of Administration.

For this Project, GRAEF proposes to provide the following Basic Services as directed by the Mayor and Director of Administration:

- Provide general municipal engineering services.
- Provide surveying services.
- Provide office hours at City Hall.
- Provide plan review services.
- Provide construction observation services.
- Provide drafting services.
- Provide contract administrative services.
- Attend/participate in meetings.

GRAEF will endeavor to perform the Basic Services in accordance with a mutually agreed-upon schedule.

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

- City information such as as-constructed drawings, project manuals, design standards, and mapping.
- Direction and schedule for services requested.

You agree to compensate GRAEF for all basic services noted above on an hourly rate per the attached rate table on a Not-To-Exceed Basis of \$50,000 and direct expense basis. Hourly rates shall be adjusted annually. Direct expenses include mileage, printing, soil



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borings, and advertisement costs. Direct Expenses will be billed in accordance with our master contract and are in addition to the fee quoted above.

You agree to compensate GRAEF for any Additional Services on an hourly rate and direct expense basis.

To accept this proposal, please provide us with your standard authorization accepting the scope and fee of this proposal. Upon written authorization GRAEF will commence work on the Project.

We look forward to working with you on this important project. Please call us at 414-266-9086 if you have any questions regarding this proposal.

Sincerely,

Graef-USA Inc.

Accepted by:  
City of Franklin

Michael N. Paulos, PE  
Principal

\_\_\_\_\_  
(Signature)

James A. Lisak, PE  
Principal

\_\_\_\_\_  
John Nelson

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
(Date)



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## Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are material terms of the Professional Services Agreement proposed on August 23, 2024 (Agreement) by and between Graef-USA Inc (GRAEF) and City of Franklin (Client)

**Standard of Care:** GRAEF shall exercise ordinary professional care in performing all services under this Agreement, without warranty or guarantee, expressed or implied

**Client Responsibilities.** Client shall at all times procure and maintain financing adequate to timely pay for all costs of the PROJECT as incurred, shall timely furnish and provide those services, items and/or information defined in Agreement, as amended, and shall reasonably communicate with and reasonably cooperate with GRAEF in its performance of this Agreement. GRAEF shall be entitled to rely on the accuracy and completeness of any services, items and/or information furnished by Client. These terms are of the essence. Client shall indemnify, defend and hold GRAEF, its present or former officers, employees and subconsultant(s), fully harmless from any liability or loss, cost or expense (including attorney's fees and other claims expenses) in any way arising from or in connection with errors, omissions or deficiencies in the services, items and/or information Client is obliged to furnish in respect of this Agreement

**Limitation of Liability** Client and GRAEF agree that GRAEF's liability for any direct, indirect, incidental or consequential economic losses or damages arising under or in connection with this agreement (including any attorney's fees or claims expenses) shall be limited to the sum of one hundred thousand dollars (\$100,000.00).

**Additional Services:** Client may request or it may become necessary for GRAEF or its subconsultant(s) to perform Additional Services in respect of this Agreement. Client shall pay for such Additional Services above and beyond charges for Basic Services set forth in this Agreement. GRAEF will notify Client in advance of GRAEF's intention to render Additional Services. Client's failure to instruct GRAEF not to perform the proposed Additional Service shall constitute Client's acceptance of such Additional Service and agreement to pay for such Additional Service in accordance with the Invoicing & Payment terms of this Agreement.

**Collection Costs:** Client shall pay all collection costs GRAEF incurs in order to collect amounts due from Client under this Agreement. Collection costs shall include, without limitation, reasonable attorney's fees and expenses, collection agency fees and expenses, court fees, collection bonds and reasonable GRAEF staff costs at standard billing rates for GRAEF's time spent in efforts to collect. Client's obligation to pay GRAEF's collection costs shall survive the term of this Agreement or the earlier termination by either party.

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

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



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### Graef-USA Inc.'s STANDARD TERMS AND CONDITIONS (continued)

**Insurance** GRAEF shall procure and maintain liability insurance policies, including professional liability, commercial general liability, automobile liability, and workers' compensation insurance for the duration of this Agreement and shall, upon request, produce certificates evidencing the maintenance of such coverages. Should Client desire additional insurance, GRAEF shall endeavor reasonably to procure and maintain such additional insurance, but Client shall reimburse GRAEF for any additional premiums or other related costs that GRAEF incurs.

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

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

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

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

**Dispute Resolution:** GRAEF and Client shall endeavor to resolve all disputes first through direct negotiations between the parties' informed and authorized representatives, then through mediation. If mediation fails to fully resolve all disputes within 120 calendar days of the first written request for mediation, either party may pursue any remedy it deems appropriate to the circumstances.

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

**Governing Law** This Agreement, as amended, and any disputes or controversies arising in connection with this Agreement shall be governed and resolved by the laws of the State of Wisconsin, without regard to said state's choice of law rules.

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

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





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**PROFESSIONAL SERVICES 2024 FEE SCHEDULE (effective January 1, 2024)**

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 240.00
Group Manager (P8)	\$ 225.00
Senior Professional (P7)	\$ 220.00
Professional (P6)	\$ 215.00
Professional (P5)	\$ 180.00
Professional (P4)	\$ 150.00
Professional (P3)	\$ 135.00
Professional (P2)	\$ 125.00
Professional (P1)	\$ 110.00
<b>TECHNICIAN/INSPECTOR</b>	
Senior Technician/Inspector (T6)	\$ 145.00
Senior Technician/Inspector (T5)	\$ 130.00
Senior Technician/Inspector (T4)	\$ 120.00
Technician/Inspector (T3)	\$ 110.00
Technician/Inspector (T2)	\$ 95.00
Technician/Inspector (T1)	\$ 85.00
Survey Crew - 1 Person	\$ 140.00
Survey Crew - 2 Person	\$ 250.00
Administrative	\$ 85.00

Automobile travel will be billed at the current federal rate of 67.0 cents per mile.  
 Survey vehicles will be billed at 75 cents per mile.  
 LIDAR scanner will be billed at \$150/hour.  
 Unmanned Aircraft System (UAS) will be billed at \$75/hour.  
 Expenses such as travel and supplies will be billed at actual cost.  
 Contracted services and consultants will be billed at actual cost.