

APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 7/19/16
Reports & Recommendations	A Resolution to Amend Resolution No. 2016-7212- A resolution for acceptance of temporary and permanent storm drainage easements for Tuckaway Shores Condominiums, Tuckaway Shores Condominiums Addition #1 and Tuckaway Shores Condominiums Addition #3 located on Tuckaway Shores Drive	ITEM NO. <i>G, 10,</i>

BACKGROUND

An item on the June 28, 2016 Common Council meeting did not include the version of an easement as negotiated between Staff and the Tuckaway Shores Condominium Development Association. The changes involve allowing the planting of trees within the easement and removing the City from obligation to remove or maintain said trees in the future.

The Resolution No. 2016-7212- A resolution for acceptance of temporary and permanent storm drainage easements for Tuckaway Shores Condominiums, Tuckaway Shores Condominiums Addition #1 and Tuckaway Shores Condominiums Addition #3 located on Tuckaway Shores Drive was approved 5-0-1.

This Common Council action is amending the Resolution to read that the easements are accepted "in the form and content as presented to the Common Council at its meeting on July 19, 2016."

ANALYSIS

The June 28, 2016 Council Action is attached for reference.

The Easement signed by the Association is attached for City signatures.

The amended Resolution is attached.

DPW is ready to start work on these areas.

OPTION

Approve of Amended Resolution

FISCAL NOTE

No change from June 28, 2016.

RECOMMENDATION

Motion to adopt a Resolution to amend Resolution No. 2016-7212, a resolution for acceptance of temporary and permanent storm drainage easements for Tuckaway Shores Condominiums, Tuckaway Shores Condominiums Addition #1 and Tuckaway Shores Condominiums Addition #3 located on Tuckaway Shores Drive.

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
Reports & Recommendations	SUBJECT: A resolution for acceptance of temporary and permanent storm drainage easements for Tuckaway Shores Condominiums, Tuckaway Shores Condominiums Addition #1 and Tuckaway Shores Condominiums Addition #3 located on Tuckaway Shores Drive	6/28/16 ITEM NO. <i>N.Y. 16.</i>

BACKGROUND

The reconditioning of the public road through Tuckaway Shores Condominium Development is included in the 2016 Street Program. In preparation of the road work, storm sewers including manholes and inlets are evaluated and as necessary repaired or replaced.

In Tuckaway Shores the storm pipe installed in 1982 was corrugated metal pipe and has exceeded its useful life and needs to be replaced with concrete pipe. Piping sloping from the street to its discharge in the development lake is also corrugated metal needing replacing but was not in right-of-way or assigned an easement.

ANALYSIS

In consistent approach City Engineering has met with the condo owner and their management to offer the relay of this pipe for the granting of public easement.

Terms of easement were consistent with City Engineering documents.

Three (3) pipe discharge locations and their temporary and permanent easements are included here.

The temporary easement allows for construction. The permanent will remain.

OPTION

- Approve of acceptance of six (6) easements
- or
- Require more information, although time for summer paving is restricting
- or
- Deny

FISCAL NOTE

It is common for DPW to remove and replace pipe. The DPW has pipe available previously purchased and can be used for these relatively short runs in easement.

RECOMMENDATION

Motion to adopt Resolution No. 2016-_____, a resolution for acceptance of temporary and permanent storm drainage easements for Tuckaway Shores Condominiums, Tuckaway Shores Condominiums Addition #1 and Tuckaway Shores Condominiums Addition #3 located on Tuckaway Shores Drive.

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2016 - _____

A RESOLUTION TO AMEND RESOLUTION NO. 2016-7212, A RESOLUTION FOR ACCEPTANCE OF TEMPORARY AND PERMANENT STORM DRAINAGE EASEMENTS FOR TUCKAWAY SHORES CONDOMINIUMS, TUCKAWAY SHORES CONDOMINIUMS ADDITION #1 AND TUCKAWAY SHORES CONDOMINIUMS ADDITION #3 LOCATED ON S. TUCKAWAY SHORES DRIVE

WHEREAS, easements, both temporary and permanent, are required to install, maintain and operate storm - drainage for Tuckaway Shores Condominiums, Tuckaway Shores Condominiums Addition #1 and Tuckaway Shores Condominiums Addition #3 located on Tuckaway Shores Drive; and

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to accept such easements and therefore the Mayor and City Clerk are hereby authorized and directed to execute the easements accepting it on behalf of the City **in the form and content as presented to the Common Council at its meeting on July 19, 2016.**

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

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

RA/db

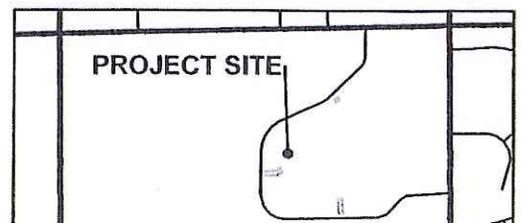


PERMANENT/TEMPORARY
EASEMENT - 1

PERMANENT/TEMPORARY
EASEMENT - 2

PERMANENT/TEMPORARY
EASEMENT - 3

**CITY OF FRANKLIN
ENGINEERING DEPARTMENT**



STORM DRAINAGE EASEMENT I

Tuckaway Shores Homeowners' Association, Inc.

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Tuckaway Shores Homeowners' Association Inc., a Nonstock Corporation, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm drainage system consisting of an open swale (ditch) and/or storm sewers with manholes and catch basins, all as shown on the plan attached hereto as Exhibit "B."; and

WHEREAS, the initial construction and installation of the Facilities shall be made by City at City's expense and the Facilities shall be the property of the City, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of SE 1/4 of Section sixteen (16), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Easement Area, including the ground cover, trees and landscaping within the area, shall be maintained by the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, trees, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. In addition, the Grantor shall be responsible for removal and/or trimming trees to accommodate City's activities. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure, fence, plantings or other improvements may be placed within the limits of the Easement Area by the Grantor, except that improvements such as walks, pavements for driveways, parking lot surfacing, landscape planting, trees and fence may be constructed if drainage swale is enclosed in storm sewer as approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.
4. That in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.05 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

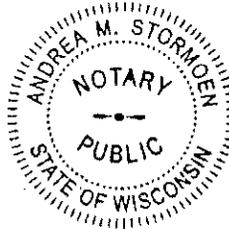
ON THIS DATE OF: July 8, 2016

TUCKAWAY SHORES HOMEOWNERS' ASSOCIATION, INC.

By: Melitta Moonen
Melitta Moonen, President

STATE OF WISCONSIN _____
SS
COUNTY OF MILWAUKEE _____

Before me personally appeared on the 8th day of July, 2016, the above named Melitta Moonen, President of Tuckaway Shores Homeowners Association, Inc. to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation



Andrea M Stormoen
Notary Public

My commission expires 08-04-2018

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN
SS
COUNTY OF MILWAUKEE

On this _____ day of _____, 2016 before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No. 2016 - _____ adopted by its Common Council on June 28, 2016.

Notary Public

My commission expires _____

EASEMENT NO.1

Exhibit A
(Description of the Property)
Tuckaway Shores Condominiums

Recorded on April 22, 1982 at the Register's Office of Milwaukee County,
State of Wisconsin, Doc. No. 5536079, Reel No. 1440, Image No. 433 to 434 incl.

Being a subdivision of Outlot 1 of CSM No. 4042 and also a part of the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows

Beginning at the Northeast corner of said Southeast one-quarter section; thence South 00° 32' 43" East, 255.00 feet along the East line of said one-quarter section; thence South 89° 27' 17" West, 290.00 feet; thence South 37° 15' 00" West, 212.00 feet; thence South 00° 30' 00" West, 200.00 feet; thence South 16° 45' 00" West, 100.00 feet; thence South 46° 20' 00" West, 120.00 feet; thence North 64° 00' 00" West, 214.19 feet; thence North 24° 00' 00" East, 101.57 feet; thence North 40° 21' 29" West, 215.77 feet to the Southwest corner of Outlot 1 of Certified Survey Map (C.S.M.) No. 4042, as recorded on Reel 1381 in Images 1468 to 1470 as Document No. 5481615 in the Office of the Register of Deeds of Milwaukee County; thence North 00° 31' 06" West, 190.10 feet along the West line of said Outlot 1 to the Southwest corner of Lot 1 of said C.S.M.; thence North 88° 40' 58" East, 200.08 feet along the South line of said Lot 1 to the Southeast corner of said Lot 1; thence North 00° 34' 31" West, 199.95 feet along the East line of said Lot 1 to the Northeast corner of said Lot 1; thence North 88° 41' 24" East, 135.91 feet along the North line of said Outlot 1 to the Northeast corner of said Outlot 1; thence North 00° 32' 54" West, 45.00 feet along the East line of said C.S.M. to the Northeast corner of said C.S.M. and to the North line of said Southeast one-quarter section; thence North 88° 41' 24" East, 492.56 feet along said North line to the point of beginning.

Exhibit B-1
Depiction of the Facilities

EASEMENT NO.1

PREPARED BY: R.M. ASUNCION, ENG. LEAD TECH
 REVIEWED BY: GLEN MORROW, CITY ENGINEER
 DATE: _____
 DATE: _____

PROJECT: CITY OF FRANKLIN
 ENGINEERING DEPARTMENT
 STORM DRAINAGE EASEMENT

Revision Date: _____

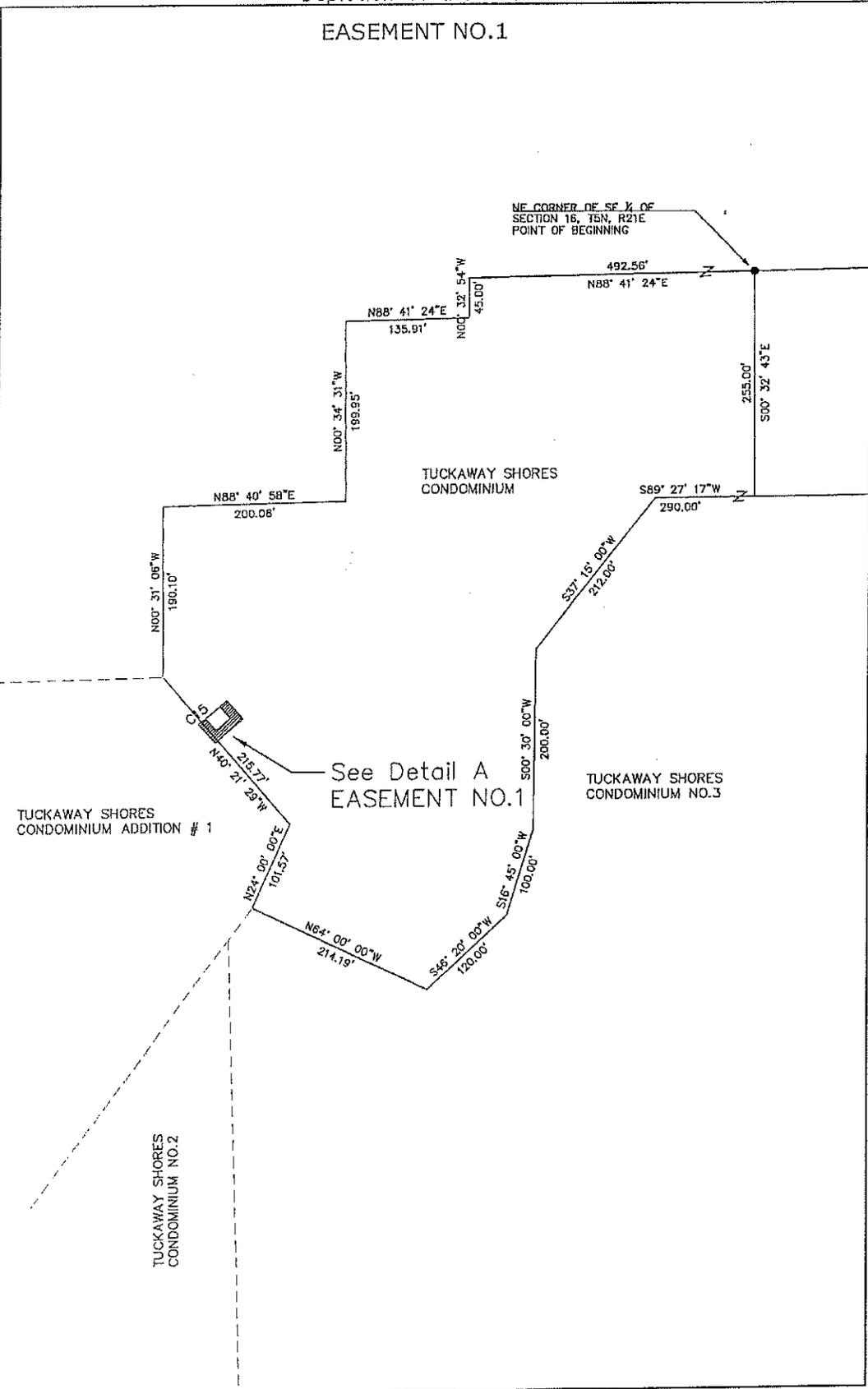


Exhibit B-2
Depiction of the Facilities

EASEMENT NO.1

NE CORNER OF SE 1/4 OF SECTION 16, T5N, R21E
POINT OF BEGINNING

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C4	20.01'	390.00'	2.94'	N49° 37' 51"E	20.00'
C15	5.94'	390.00'	0.87'	N50° 34' 40"E	5.94'

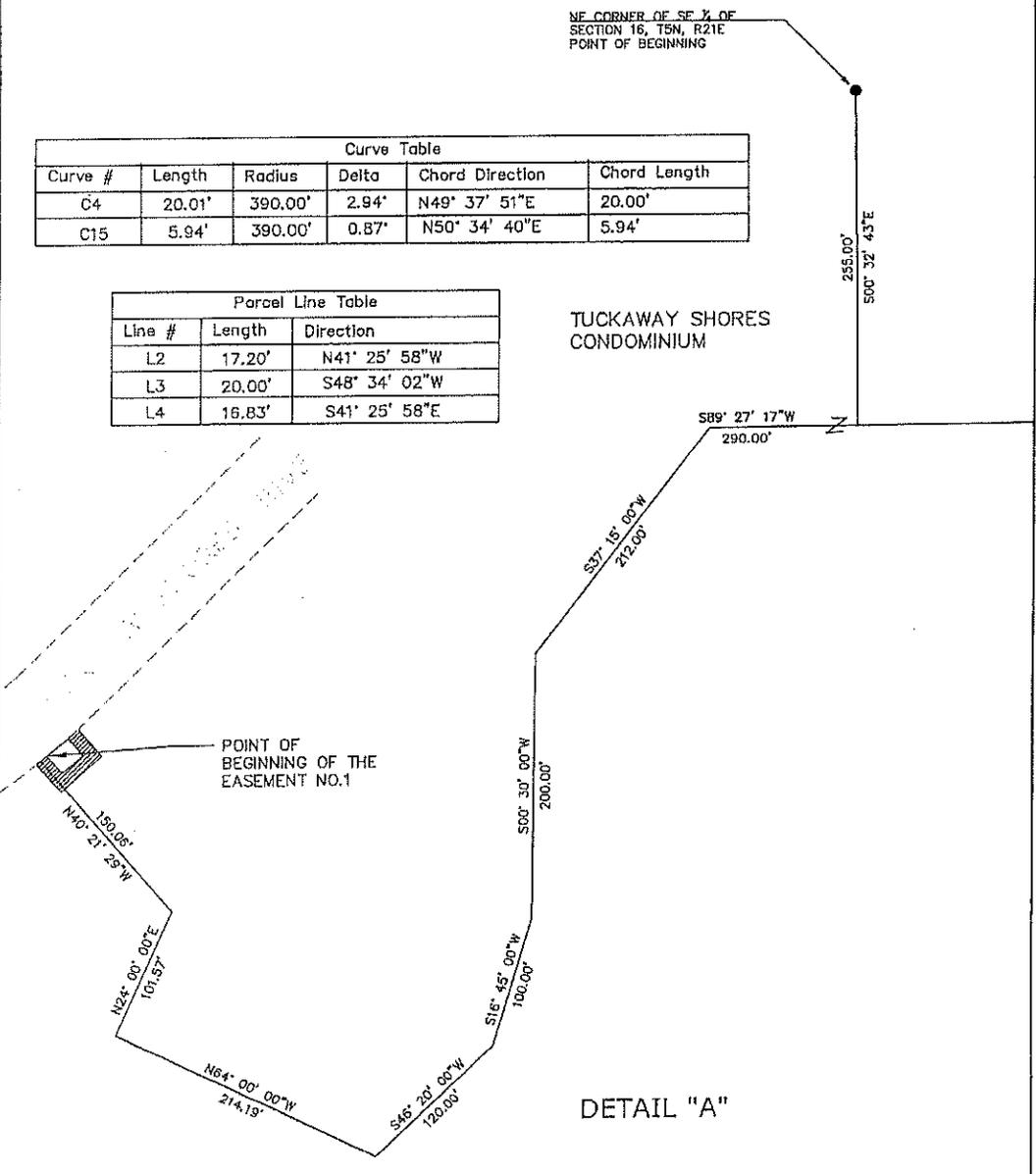
Parcel Line Table		
Line #	Length	Direction
L2	17.20'	N41° 25' 58"W
L3	20.00'	S48° 34' 02"W
L4	16.83'	S41° 25' 58"E

TUCKAWAY SHORES CONDOMINIUM

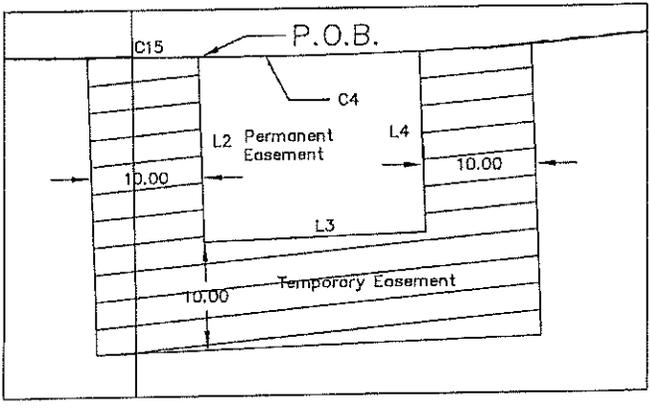
PREPARED BY: R.M.ASUNCION, ENG. LEAD TECH
REVIEWED BY: GLEN MORROW, CITY ENGINEER
DATE: _____
PROJECT: STORM DRAINAGE EASEMENT

CITY OF FRANKLIN
ENGINEERING DEPARTMENT
DATE: _____

Revision Date: _____



DETAIL "A"



EASEMENT NO.1

Exhibit C-1
(Description of the Easement Area)

Permanent Easement
At
Tuckaway Shores Condominiums

Being the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, and State of Wisconsin, which is bounded and described as follows:

Beginning at the Northeast corner of said Southeast one-quarter section; thence South 00° 32' 43" East, 255.00 feet along the East line of said one-quarter section; thence South 89° 27' 17" West, 290.00 feet; thence South 37° 15' 00" West, 212.00 feet; thence South 00° 30' 00" West, 200.00 feet; thence South 16° 45' 00" West, 100.00 feet; thence South 46° 20' 00" West, 120.00 feet; thence North 64° 00' 00" West, 214.19 feet; thence North 24° 00' 00" East, 101.57 feet; thence North 40° 21' 29" West, 150.06 feet to southerly right-of-way line of Tuckaway Shores Drive; thence 5.94 feet along the arc of a curve, whose center lies to the northwest and whose radius is 390.00 feet and with the chord bears North 50° 34' 40" East, 5.94 feet to the point of beginning of the lands to be described; thence 20.01 feet along the arc of a curve, whose center lies the northeast, whose radius is 390.00 feet and with the chord bears N 49° 37' 51" East, 20.00 feet; thence South 41° 25' 58" East, 16.83 feet; thence South 48° 34' 02" West, 20.00 feet; thence North 41° 25' 58" West, 17.20 feet to the point of beginning.

Lands contain 336.59 square feet ± or 0.01 acres.

EASEMENT NO.1

Exhibit C-2
(Description of the Easement Area)

Temporary Easement
At
Tuckaway Shores Condominiums

Being a part of the Northeast 1/4 of the Southeast 1/4 of Section 16, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, and State of Wisconsin, which is bounded and described as follows:

The 10-Ft offset outside the permanent easement, the southeast, southwest and the northeast side is the temporary easement for grading purposes only and it will be terminated upon completion of the project.

See Exhibit B-2

STORM DRAINAGE EASEMENT 2

Tuckaway Shores Homeowners' Association, Inc.

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Tuckaway Shores Homeowners' Association Inc., a Nonstock Corporation, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm drainage system consisting of an open swale (ditch) and/or storm sewers with manholes and catch basins, all as shown on the plan attached hereto as Exhibit "B."; and

WHEREAS, the initial construction and installation of the Facilities shall be made by City at City's expense and the Facilities shall be the property of the City, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of SE 1/4 of Section sixteen (16), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Easement Area, including the ground cover, trees and landscaping within the area, shall be maintained by the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, trees, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. In addition, the Grantor shall be responsible for removal and/or trimming trees to accommodate City's activities. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure, fence, plantings or other improvements may be placed within the limits of the Easement Area by the Grantor, except that improvements such as walks, pavements for driveways, parking lot surfacing, landscape planting, trees and fence may be constructed if drainage swale is enclosed in storm sewer as approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.
4. That in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.05 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

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

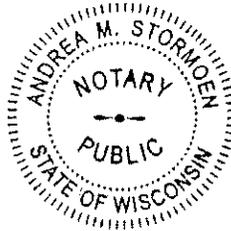
ON THIS DATE OF: July 8, 2016

TUCKAWAY SHORES HOMEOWNERS' ASSOCIATION, INC.

By: Melitta Moonen
Melitta Moonen, President

STATE OF WISCONSIN _____
 SS
COUNTY OF MILWAUKEE _____

Before me personally appeared on the 8th day of July, 2016, the above named Melitta Moonen, President of Tuckaway Shores Homeowners Association, Inc. to me known to be the person who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said corporation



Andrea M. Stormoen
Notary Public

My commission expires 08-04-2018

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN _____
 SS
COUNTY OF MILWAUKEE _____

On this _____ day of _____, 2016 before me personally appeared Stephen R. Olson and Sandra L. Wesolowski who being by me duly sworn, did say that they are respectively the Mayor and City Clerk of Franklin, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and acknowledged that they executed the foregoing assignment as such officers as the deed of said municipal corporation by its authority, and pursuant to Resolution File No. 2016 - _____ adopted by its Common Council on June 28, 2016.

Notary Public

My commission expires _____

EASEMENT NO.2

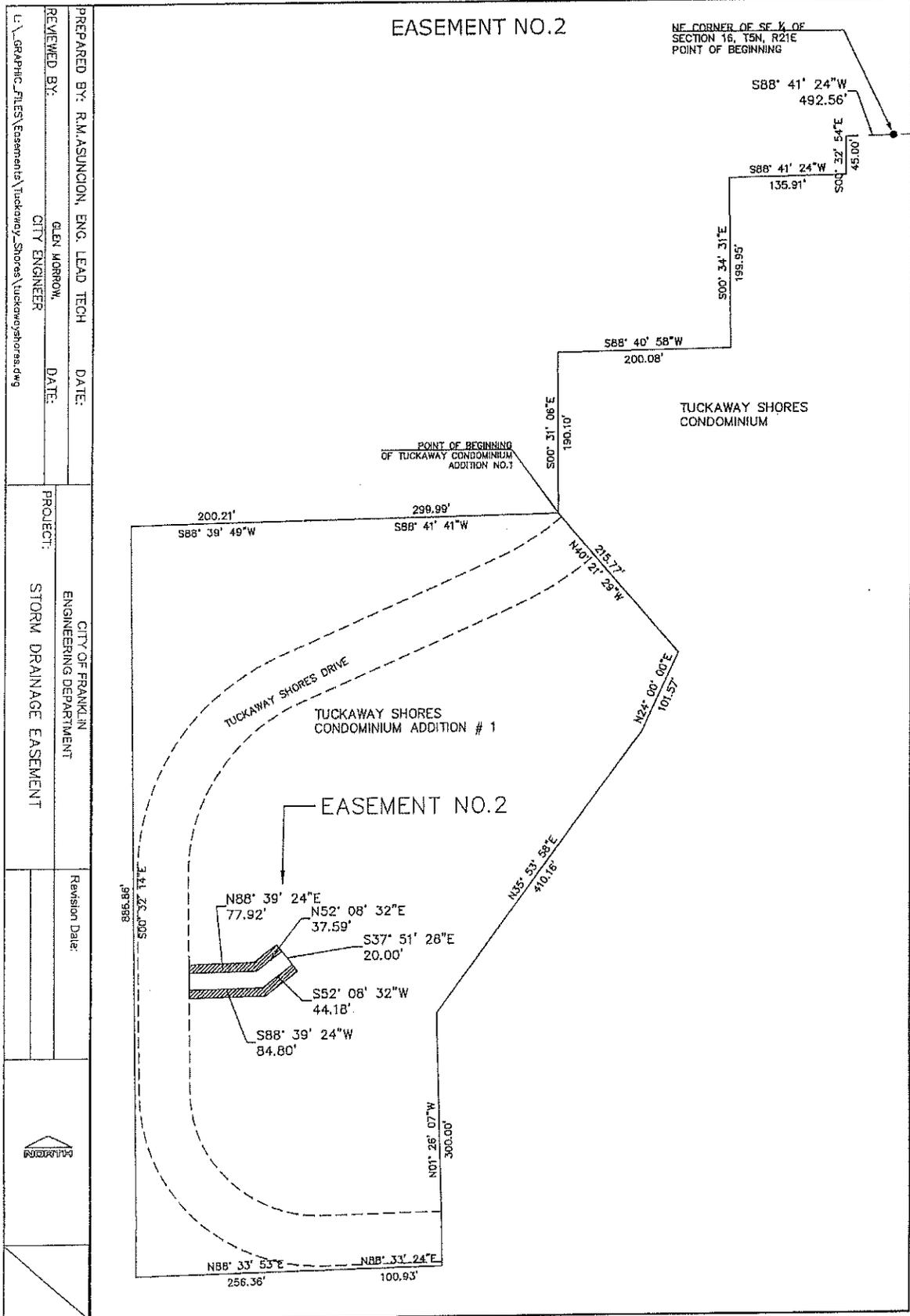
Exhibit A
(Description of the Property)
Tuckaway Shores Condominiums Addition No. 1

Recorded on November 12, 1982 at the Register's Office of Milwaukee County,
State of Wisconsin, Doc. No. 5576396, Reel No. 1483, Image No. 706 to 707 incl.

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER SECTION; THENCE SOUTH 88° 41' 24" WEST, 492.56 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER SECTION AND ALONG THE NORTH LINE OF TUCKAWAY SHORES CONDOMINIUMS, A SUBDIVISION RECORDED AS DOCUMENT NO. 5536079 IN THE REGISTER'S OFFICE OF MILWAUKEE COUNTY AND FILED IN VOLUME 113 OF PLATS ON PAGES 27 AND 28; THENCE SOUTH 00° 32' 54" EAST, 45.00 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 88° 41' 24" WEST, 135.91 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 00° 34' 31" EAST, 199.95 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 88° 40' 58" WEST, 200.08 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION, THENCE SOUTH 00° 31' 06" EAST, 190.10 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF LOT 2 OF SAID SUBDIVISION AND TO THE POINT OF BEGINNING; THENCE SOUTH 88° 41' 41" WEST, 299.99 FEET ALONG THE SOUTH LINE OF CERTIFIED SURVEY MAP (C.S.M.) NO. 769, AS RECORDED IN SAID REGISTER'S OFFICE AS DOCUMENT NO. 4360011 IN REEL 393 ON IMAGES 71 AND 72, TO THE SOUTHWEST CORNER OF SAID C.S.M. 769; THENCE SOUTH 88° 39' 49" WEST, 200.21 FEET ALONG THE SOUTH LINE OF C.S.M. NO. 671, AS RECORDED IN SAID REGISTER'S OFFICE AS DOCUMENT NO. 4313536 IN REEL 356 ON IMAGES 683 AND 684, TO THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SOUTHEAST ONE-QUARTER SECTION; THENCE SOUTH 00° 32' 14" EAST, 886.86 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF PARCEL 2 AS DESCRIBED IN A WARRANTY DEED IN SAID REGISTER'S OFFICE AND RECORDED AS DOCUMENT NO. 5503434 IN REEL 1405 ON IMAGES 920 AND 921; THENCE NORTH 88° 33' 53" EAST, 256.36 FEET ALONG SAID SOUTH LINE TO THE SOUTH LINE OF SAID NORTHEAST QUARTER-QUARTER SECTION; THENCE NORTH 88° 33' 24" EAST, 100.93 FEET ALONG SAID SOUTH LINE OF SAID NORTHEAST QUARTER-QUARTER SECTION; THENCE NORTH 01° 26' 07" WEST, 300 FEET; THENCE NORTH 35° 53' 58" EAST, 410.16 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID TUCKAWAY SHORES CONDOMINIUMS, A RECORDED SUBDIVISION; THENCE NORTH 24° 00' 00" EAST, 101.57 FEET ALONG SAID SOUTH LINE; THENCE NORTH 40° 21' 29" WEST, 215.77 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING. CONTAINING 9.4964 ACRES OF LAND.

Exhibit B-1
Depiction of the Facilities



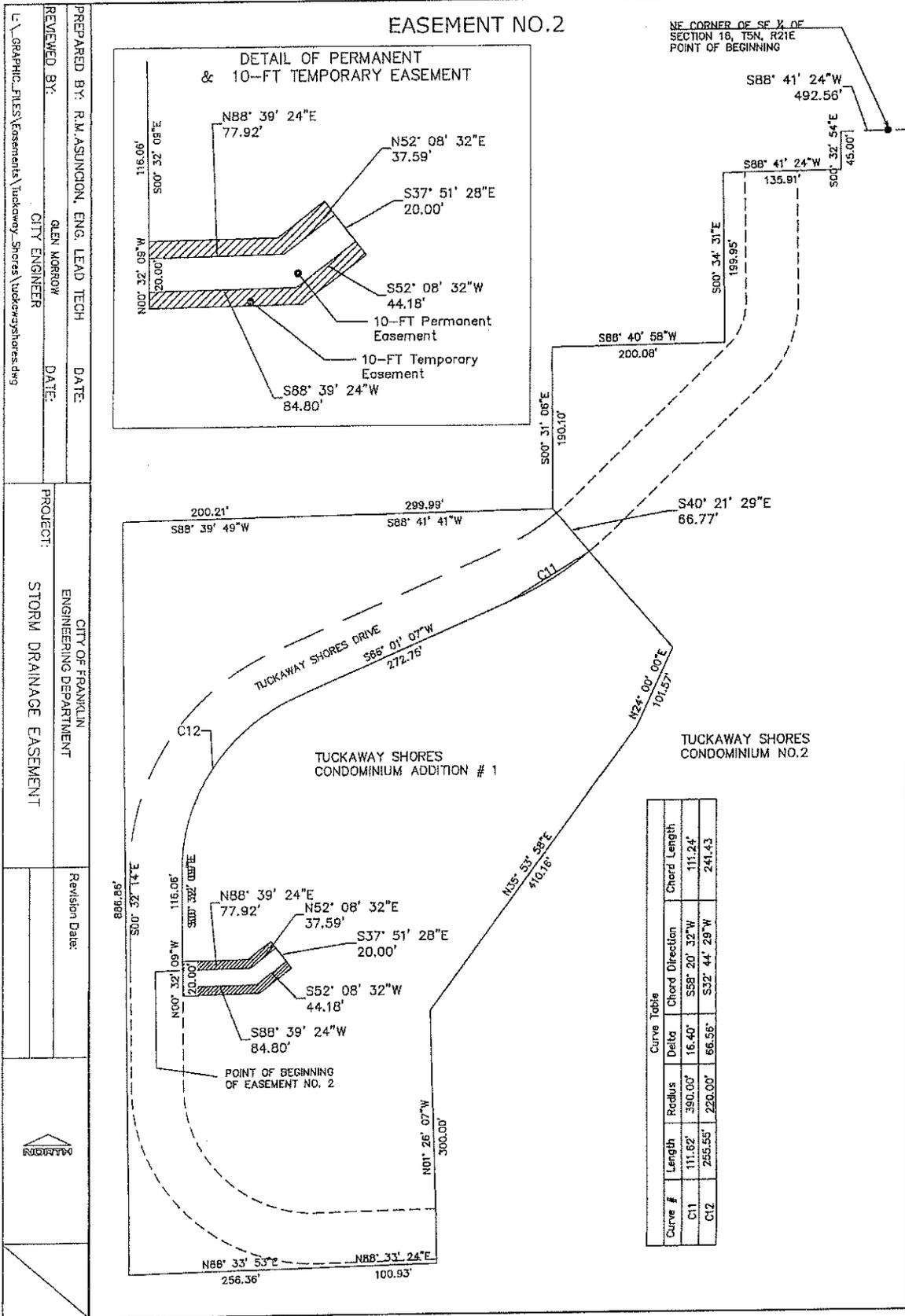
PREPARED BY: R.M. ASUNCION, ENG. LEAD TECH
REVIEWED BY: GLEN MORROW, CITY ENGINEER
DATE: _____
DATE: _____

PROJECT: CITY OF FRANKLIN ENGINEERING DEPARTMENT
STORM DRAINAGE EASEMENT

Revision Date: _____



Exhibit B-2
Depiction of the Facilities



PREPARED BY: R.M. ASUNCION, ENG. LEAD TECH
 REVIEWED BY: GLEN MORROW, CITY ENGINEER
 DATE: _____

PROJECT: STORM DRAINAGE EASEMENT
 CITY OF FRANKLIN
 ENGINEERING DEPARTMENT

Revision Date: _____



EASEMENT NO.2

Exhibit C-1
(Description of the Easement)

Permanent Easement
At
Tuckaway Shores Condominiums Addition No. 1

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 16, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST ONE-QUARTER SECTION; THENCE SOUTH 88° 41' 24" WEST, 492.56 FEET ALONG THE NORTH LINE OF SAID SOUTHEAST ONE-QUARTER SECTION AND ALONG THE NORTH LINE OF TUCKAWAY SHORES CONDOMINIUMS, A SUBDIVISION RECORDED AS DOCUMENT NO. 5536079 IN THE REGISTER'S OFFICE OF MILWAUKEE COUNTY AND FILED IN VOLUME 113 OF PLATS ON PAGES 27 AND 28; THENCE SOUTH 00° 32' 54" EAST, 45.00 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 88° 41' 24" WEST, 135.91 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 00° 34' 31" EAST, 199.95 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 88° 40' 58" WEST, 200.08 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION, THENCE SOUTH 00° 31' 06" EAST, 190.10 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE SOUTHWEST CORNER OF LOT 2 OF SAID SUBDIVISION; SOUTH 40° 21' 29" EAST, 66.77 FEET TO SOUTHERLY RIGHT-OF-WAY OF TUCKAWAY SHORES DRIVE; THENCE ALONG THE ARC OF A CURVE 111.62 FEET, WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 390.00 FEET, WITH CHORD BEARS SOUTH 58° 20' 32" WEST, 111.24 FEET ALONG THE SOUTHERLY LINE OF SAID RIGHT-OF-WAY; THENCE SOUTH 66° 01' 07" WEST, 272.75 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE 255.55 FEET, WHOSE CENTER LIES TO SOUTHWEST, WHOSE RADIUS IS 220.00 FEET WITH CHORD BEARS SOUTH 32° 44' 29" WEST, 241.43 FEET TO A POINT; THENCE SOUTH 00° 32' 09" EAST, 116.06 FEET TO A POINT OF BEGINNING OF THE LANDS TO BE DESCRIBED; THENCE NORTH 88° 39' 24" EAST, 77.92 FEET TO A POINT; THENCE NORTH 52° 08' 32" EAST, 37.59 FEET TO A POINT; THENCE SOUTH 37° 51' 28" EAST, 20.00 FEET TO A POINT; THENCE SOUTH 52° 08' 32" WEST, 44.18 FEET TO A POINT; THENCE SOUTH 88° 39' 24" WEST, 84.80 FEET TO A POINT TO THE POINT OF BEGINNING. CONTAINING 2444.83 SQUARE FEET ± OR 0.06 ACRES OF LAND.

EASEMENT NO.2

Exhibit C-2
(Description of the Easement Area)

Temporary Easement
At
Tuckaway Shores Condominiums Addition No.2

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 16, TOWN 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

The outside 10.00- FT north and south offset from the permanent easement is the temporary easement for grading purposes only and it will be terminated upon completion of the project.

See Exhibit B-2

STORM DRAINAGE EASEMENT 3

Tuckaway Shores Homeowners' Association, Inc.

THIS EASEMENT is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "City," and Tuckaway Shores Homeowners' Association Inc., a Nonstock Corporation, as owner (including successors and assigns of the City as may become applicable including the heirs, executors, administrators, successors and assigns of above owner(s) as may be or may become applicable), hereinafter called "Grantor," (if more than one grantor is listed above, said language herein referring thereto shall be interpreted in the plural and refer jointly and severally to such grantors).

WITNESSETH

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

WHEREAS, the City desires to acquire a perpetual, non-exclusive easement with the right of entry in and across a portion of the property as the same is more particularly hereinafter described, with the right to build and construct and/or operate, maintain, repair, enlarge, reconstruct, relocate and inspect as may be or may become applicable the following facilities and appurtenances thereto, hereinafter collectively called the "Facilities," in, upon and across said portion of the Property: a storm drainage system consisting of an open swale (ditch) and/or storm sewers with manholes and catch basins, all as shown on the plan attached hereto as Exhibit "B."; and

WHEREAS, the initial construction and installation of the Facilities shall be made by City at City's expense and the Facilities shall be the property of the City, subject to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the grant of the easement hereinafter described, the initial installation and maintenance of the Facilities by the City, and the payment of One Dollar (\$1.00) and other valuable considerations to the Grantor, the receipt whereof is hereby acknowledged, said Grantor, being the owner and person interested in the land hereinafter described, does hereby grant unto the City a perpetual, non-exclusive easement on that part of SE 1/4 of Section sixteen (16), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, Milwaukee County, Wisconsin, more particularly described on Exhibit C attached hereto (the "Easement Area").

1. That said Easement Area, including the ground cover, trees and landscaping within the area, shall be maintained by the Grantor (including heirs, executors, administrators, successors and assigns).
2. That in and during whatever construction, reconstruction, enlargement or repair work is or becomes necessary in constructing and/or maintaining of said Facilities, so much of the surface or subsurface of the Easement Area on the Property as may be disturbed will, at the expense of the City, be replaced in substantially the same condition as it was prior to such disturbance; except that the City will in no case be responsible for replacing or paying for replacing any aesthetic plantings, trees, fences, or improvements other than ordinary lawns or standard walks, roadways, driveways and parking lot surfacing which were required to be removed or were otherwise damaged in the course of doing the above work. In addition, the Grantor shall be responsible for removal and/or trimming trees to accommodate City's activities. However, the City shall indemnify and save harmless the Grantor from and against any loss, damage, claim, cost, injury or liability resulting from negligence or willful acts or omissions on the part of the City, its agents or employees in connection with said work involved in constructing and/or maintaining of said Facilities; provided that if the above loss, claim, cost, damage, injury or liability results from the joint negligence of parties hereto, then the liability therefore shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses available under law which the City or Grantor are entitled to raise, excepting the defense of so-called "sovereign immunity."
3. That no structure, fence, plantings or other improvements may be placed within the limits of the Easement Area by the Grantor, except that improvements such as walks, pavements for driveways, parking lot surfacing, landscape planting, trees and fence may be constructed if drainage swale is enclosed in storm sewer as approved by the City Engineer, which approval shall not be unreasonably withheld, conditioned or delayed.
4. That in connection with the construction by the Grantor of any structure or building abutting said Easement Area, the Grantor will assume all liability for any damage to the Facilities in the above described Easement Area. The Grantor will also save and keep the City clear and harmless from any claims for personal injuries or property damage caused by any negligence or willful acts or omissions of the Grantor or persons acting on behalf of the Grantor, arising out of the construction by the Grantor of any structure or building abutting the said Easement Area, and shall reimburse the City for the full amount of such loss or damage.

5. That no charges will be made against the property for the cost of maintenance or operation of said Facilities in the property. Whenever the Grantor makes application for a service connection associated with the services provided by virtue of the Facility, the regular and customary service connection charge in effect at the time of the application shall be charged and paid. The Grantor shall be responsible for the routine maintenance of land on which the easement is located.
6. The City of Franklin shall in no case be responsible for maintaining at its expense any portion of said storm drainage services outside of the Easement Area and outside the limits of any adjoining easements.
7. The Facilities shall be accessible for maintenance by the City at all times. The owner shall submit plans for approval to the City Engineer for any underground installation within the Easement Area, which approval shall not be unreasonably withheld, conditioned or delayed.
8. That the Grantor shall submit plans for all surface alterations of plus or minus 0.05 foot or greater within the limits of said Easement Area. Said alterations shall be made only with the approval of the City Engineer of the City of Franklin, which approval shall not be unreasonably withheld, conditioned or delayed.
9. The City and Grantor shall each use, and take reasonable measures to cause their employees, officers, customers, agents, contractors and assigns to use, the Easement Area in a reasonable manner and so as not to obstruct or otherwise use the Easement Area in a manner that would unreasonably interfere with the use thereof by the other party hereto or its employees, officers, customers, agents, contractors and assigns.
10. The City and Grantor each hereby waives all rights of subrogation that either has or may hereafter have against the other for any damage to the Easement Area or any other real or personal property or to persons covered by such party's insurance, but only to the extent of the waiving party's insurance coverage; provided, however, that the foregoing waivers shall not invalidate any policy of insurance now or hereafter issued, it being hereby agreed that such a waiver shall not apply in any case which would result in the invalidation of any such policy of insurance and that each party shall notify the other if such party's insurance would be so invalidated.
11. Either party hereto may enforce this easement by appropriate action, and should it prevail in such litigation, that party shall be entitled to recover, as part of its costs, reasonable attorneys' fees.
12. This easement may not be modified or amended, except by a writing executed and delivered by the City and Grantor or their respective successors and assigns.
13. No waiver of, acquiescence in, or consent to any breach of any term, covenant, or condition hereof shall be construed as, or constitute, a waiver of, acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant, or condition.
14. If any term or provision of this easement shall, to any extent, be invalid or unenforceable under applicable law, then the remaining terms and provisions of this easement shall not be affected thereby, and each such remaining term and provision shall be valid and enforceable to the fullest extent permitted by applicable law.
15. This easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.
16. It is understood that at some point in the future all or a portion of the Easement Area may become portions of public streets, in which event, in the City's proceedings for the acquisition of the portion of the property needed for such streets by purchase, dedication or by condemnation, said lands shall be considered the same as though this easement had not been executed or any rights granted thereby exercised.
17. That the Grantor shall submit as-built drawings of the installed facilities on mylar for approval to the City Engineer, which approval shall not be unreasonably withheld, conditioned, or delayed.

EASEMENT NO.3

Exhibit A

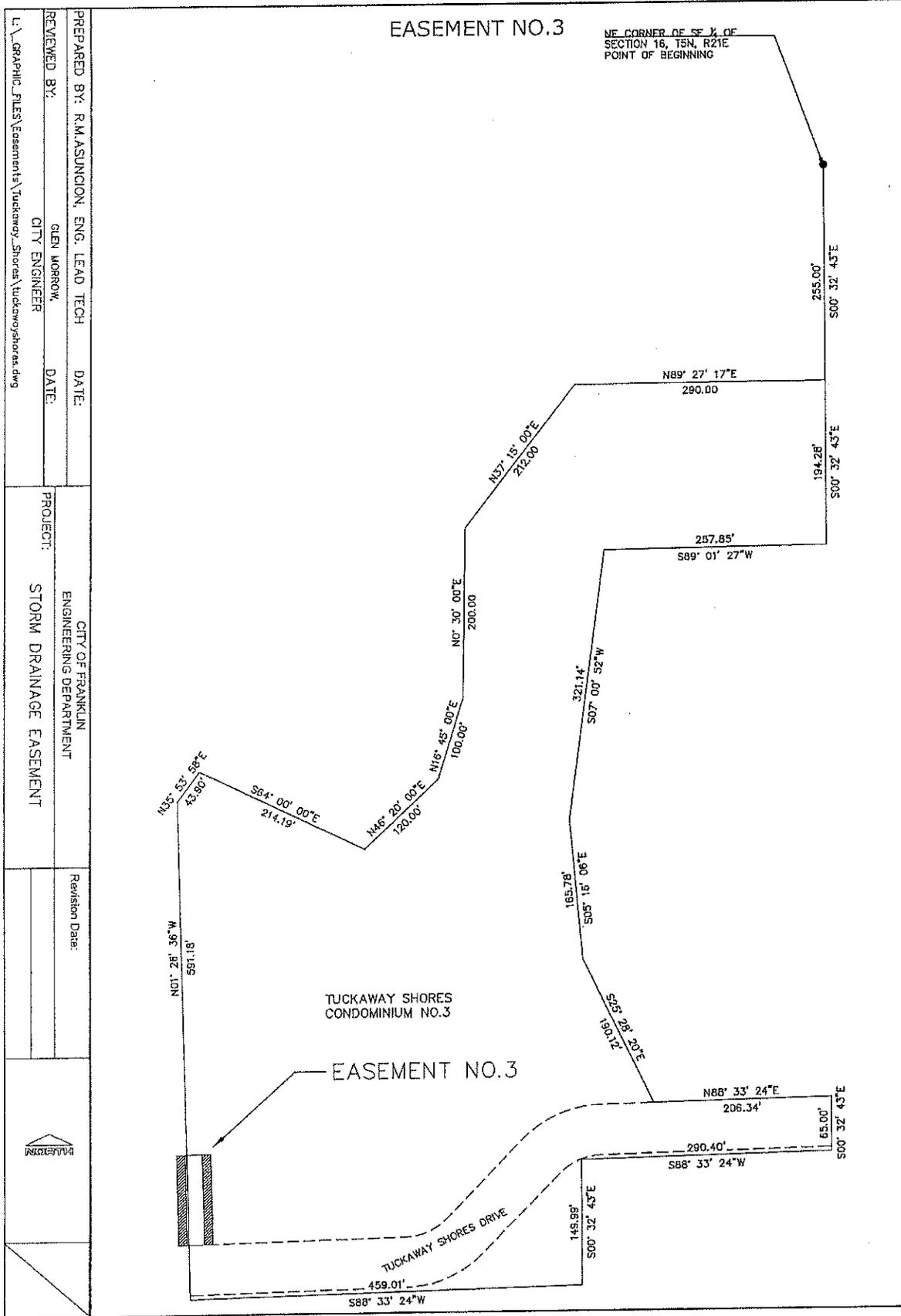
(Description of the Property)

Tuckaway Shores Condominiums Addition No. 3

Recorded on August 08, 1986 at the Register's Office of Milwaukee County,
State of Wisconsin, Doc. No. 5947887, Reel No. 1933, Image No. 555.

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 3 being a part of the NE ¼ of the SE ¼ of Section 16, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the NE corner of said SE ¼ Section; thence S 00° 32' 43" E, along the East line of said ¼ Section 255.00 feet to the place of beginning of the land to be described; thence continuing S 00° 32' 43" E, along said East line 194.28 feet; thence S 89° 01' 27" W, 257.85 feet; thence S 07° 00' 52" W, 321.14 feet; thence S 05° 16' 06" E, 165.78 feet; thence S 25° 28' 20" E, 190.12 feet to a point on the North line of Tuckaway Shores Drive; thence N 88° 33' 24" E, along said North line, 206.34 feet to a point on the East line of said SE ¼ Section; thence S 00° 32' 43" E, along said East line, 65.00 feet; thence S 88° 33' 24" W, 290.40 feet; thence S 00° 32' 43" E, 149.99 feet; thence S 88° 33' 24" W, 459.01 feet; thence N 01° 26' 36" W, 591.18 feet; thence N 35° 53' 58" E, 43.90 feet; thence S 64° 00' 00" E, 214.19 feet; thence N 46° 20' 00" E, 120.00 feet; thence N 16° 45' 00" E 100.00 feet; thence N 00° 30' 00" E, 200.00 feet; thence N 37° 15' 00" E, 212.00 feet; thence N 89° 27' 17" E, 290.00 feet to the place of beginning.

Exhibit B-1
 Depiction of the Facilities



PREPARED BY: RAMASUNJION, ENG. LEAD TECH	DATE:
REVIEWED BY: GLEN MORROW, CITY ENGINEER	DATE:

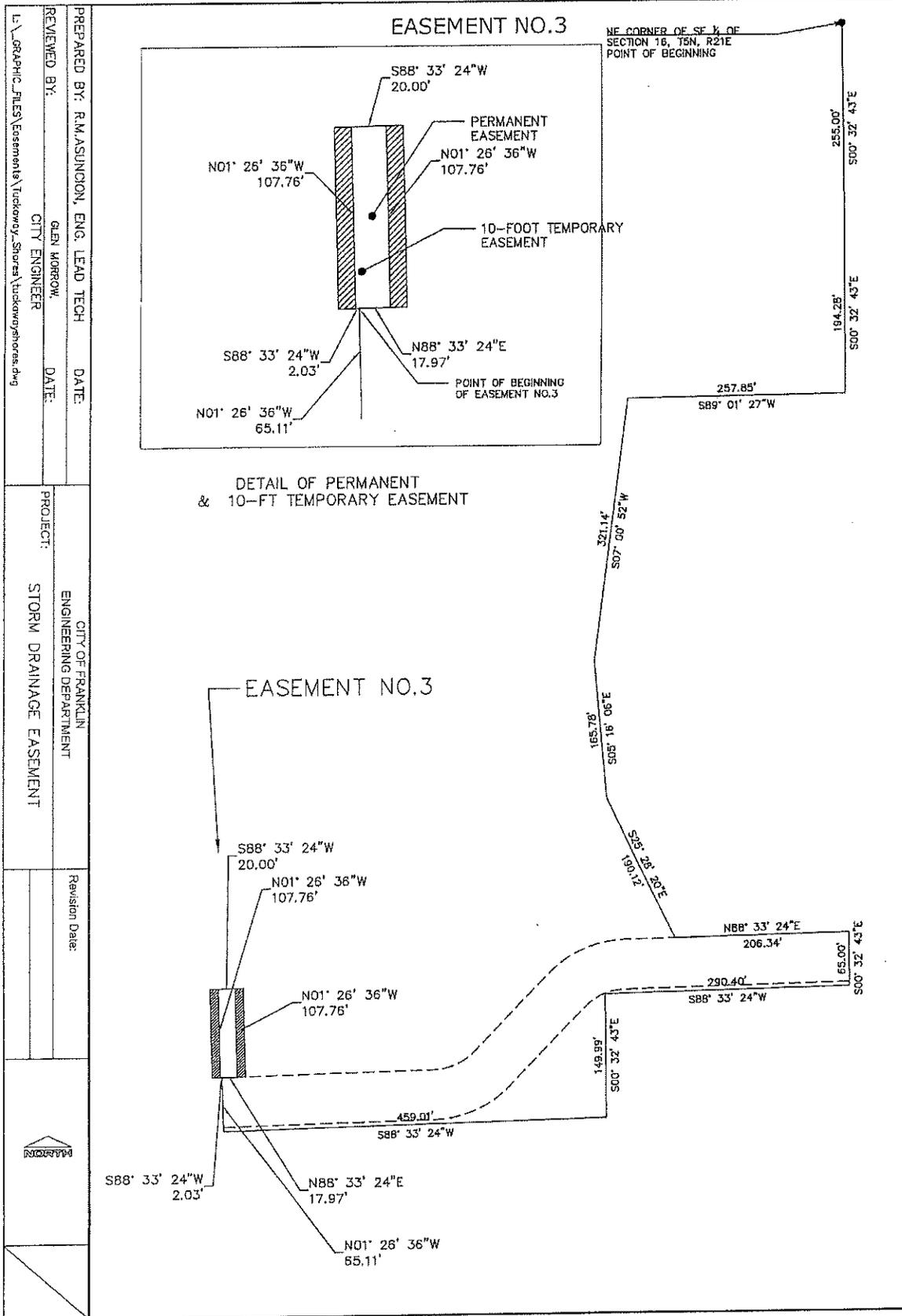
CITY OF FRANKLIN ENGINEERING DEPARTMENT	PROJECT: STORM DRAINAGE EASEMENT
--	-------------------------------------

Revision Date:



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Exhibit B-2
Depiction of the Facilities



PREPARED BY: R.M.ASUNCION, ENG. LEAD TECH
 REVIEWED BY: GLEN MORROW, CITY ENGINEER
 DATE: _____

PROJECT: STORM DRAINAGE EASEMENT
 CITY OF FRANKLIN
 ENGINEERING DEPARTMENT

Revision Date: _____

DATE: _____

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EASEMENT NO.3

Exhibit C-1
(Description of the Easement)
Tuckaway Shores Condominiums Addition No. 3

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 3 being a part of the NE ¼ of the SE ¼ of Section 16, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the NE corner of said SE ¼ Section; thence S 00° 32' 43" E, along the East line of said ¼ Section 255.00 feet to the place of beginning of the land to be described; thence continuing S 00° 32' 43" E, along said East line 194.28 feet; thence S 89° 01' 27" W, 257.85 feet; thence S 07° 00' 52" W, 321.14 feet; thence S 05° 16' 06" E, 165.78 feet; thence S 25° 28' 20" E, 190.12 feet to a point on the North line of Tuckaway Shores Drive; thence N 88° 33' 24" E, along said North line, 206.34 feet to a point on the East line of said SE ¼ Section; thence S 0° 32' 43" E, along said East line, 65.00 feet, thence S 88° 33' 24" W, 290.40 feet; thence S 00° 32' 43" E, 149.99 feet; thence S 88° 33' 24" W, 459.01 feet; thence N 01° 26' 36" W, 65.11 feet to a point of beginning of the lands to be described; thence N 88° 33' 24" E, 17.97 feet to a point; thence N 01° 26' 36" W, 107.76 feet to a point; thence S 88° 33' 24" W, 20.00 feet; thence S 01° 26' 36" E, 107.76 feet; thence S 88° 33' 24" W, 2.03 feet to the point of beginning.

The lands contain 2,155.20 square feet ± or 0.05 acres.

EASEMENT NO.3

Exhibit C-2
(Description of the Easement Area)

Temporary Easement
At
Tuckaway Shores Condominiums Addition No. 3

TUCKAWAY SHORES CONDOMINIUMS ADDITION NO. 3 being a part of the NE ¼ of the SE ¼ of Section 16, Town 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, which is bounded and described as follows:

The 10.00-FT offset outside the permanent easement, the west and east is the temporary easement for grading purposes only and it will be terminated upon completion of the project.

See Exhibit B-2

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 07/19/2016
Reports & Recommendations	SPECIAL ASSESSMENTS FOR INSTALLING STREET LIGHTS ON S. 27 TH STREET FROM W. VILLA DRIVE TO W. COLLEGE AVENUE.	ITEM NO. <i>G. 11.</i>

BACKGROUND

WISDot is expected to complete the construction of S. 27th Street this fall. Part of the improvements includes decorative street lighting from W. Villa Drive to W. College Avenue which is assessable.

The properties located within the section from W. Rawson Ave. to W. College Ave. (RC) were previously assessed for standard street lighting in 2006. In the current project, this lighting is being replaced with a more decorative style of lighting.

The properties located within the section from W. Villa Drive. to W. Rawson Ave. (VR) did not previously have any street lighting.

This entire area is within a tax increment district (TID) and all lighting costs are TID eligible.

ANALYSIS

This council action is requesting guidance to Staff on the following:

1. Should properties be assessed for street lighting along the new construction of S. 27th Street?
2. If so, should RC properties be assessed for the decorative lighting upgrade? If so, then VR properties would be assessed for the full cost of decorative lighting.
3. If RC properties are not assessed, should VR properties be assessed for the full cost of decorative lighting? Or should they be assessed for an equivalent of standard lighting similar to what was previously assessed for RC properties?

Per the May 3, 2010 State/Municipal Agreement (SMA) and Revised August 26, 2014 section 9 (f) *"Funding for lighting- 100% Municipal to a maximum of \$550,000. Cost above the maximum – 59% State and 41% Municipal. The \$550,000 maximum Municipal cost is based on Municipal payment for State costs to meet \$434,900 (\$321,800 standard costs + \$113,100 CSS) of the \$500,000 lump sum payment identified in the May 3, 2010 State Municipal Agreement (SMA) that this agreement revises. The State's CSS commitment of \$365,400 includes \$65,100 (remaining Municipality's commitment from the May 3, 2010 SMA).*

State costs at 59% are based on 50% State and 50% Municipal for new standard lighting and 100% State for replacement lighting. Municipal costs at 41% are based on 50% Sate And 50% Municipal for new standard lighting and 100% Municipal for the additional costs for decorative lighting."

To calculate the total assessable values for VR and RC, please consider the following calculations:

A	\$ 208,303.00	Cost of New Standard Lighting RC (Calculated Pre-Bid)
B	\$ 227,022.00	Cost of New Standard Lighting VR (Calculated Pre-Bid)
C	\$ 435,325.00	Cost of New Standard Lighting Total Project (A + B)
D	\$ 325,137.27	Cost of New Decorative Lighting RC (Per DOT Status)
E	\$ 358,229.80	Cost of New Decorative Lighting VR (Per DOT Status)
F	\$ 683,367.07	Cost Of New Decorative Lighting Total Project (D + E)
G	\$ 116,834.27	Cost Of New Decorative Upgrade Lighting RC (D - A)
H	\$ 131,207.80	Cost of New Decorative Upgrade Lighting VR (E - B)
I	\$ 248,042.07	Cost Of New Decorative Upgrade Lighting Total Project (G + H)
J	\$ 113,100.00	CSS Funds Available For Upgrades to Lighting (From DOT)
K	5,100	Feet Project Length of RC (From Plans)
L	6,572	Feet Project Length of VR (From Plans)
M	11,672	Total Length of Project with Lights (K + L)
N	44%	RC Percentage of Project (K / M)
O	56%	VR Percentage of Project (L / M)
P	\$ -	City Portion of Standard Lighting RC (0% of A)
Q	\$ 113,511.00	City Portion of Standard Lighting VR (50% of B)
R	\$ 67,236.42	City Portion of Decorative Lighting Upgrade RC (G - N x Q)
S	\$ 67,294.65	City Portion of Decorative Lighting Upgrade VR (H - O x Q)
T	\$ 67,236.42	Assessable Costs for RC Upgrade to Decorative (R)
U	\$ 113,511.00	Assessable Costs for VR Standard Lights Only (Q)
V	\$ 180,805.65	Assessable Costs for VR Decorative Lights (Q + S)

To illustrate the impact for the different scenarios, an attached spreadsheet shows an estimate based on Staff's cursory review of properties and assumed assessable frontage. Note that the construction values are expected to be finalized in November 2016. All property descriptions would be reviewed for exact assessable frontages.

OPTIONS

1. Direct Staff to prepare S. 27th Street Assessments for decorative lighting upgrades only from W. Rawson Ave to W. College Ave; and full decorative lighting between W. Villa Ave and W. Rawson Ave. or,
2. Direct Staff to not assess for any lighting from W. Rawson Ave to W. College Ave; and prepare S. 27th Street Assessments for standard lighting only from W. Villa Ave to W. Rawson Ave. or,
3. Direct Staff to not assess for any lighting from W. Rawson Ave to W. College Ave; and prepare S. 27th Street Assessments for full decorative lighting only from W. Villa Ave to W. Rawson Ave. or,
4. Table. This decision is not critical at this time.

FISCAL NOTE

Per the SMA, the City will need to reimburse DOT for approximately \$605k for lighting and will be determined once final quantities are completed and audited by DOT- approximately November 2016.

W	\$ 550,000.00	100% Franklin to Maximum
X	\$ 683,367.07	Cost of Project Lighting (F)
Y	\$ 133,367.07	Amount to Be Split between State and Franklin (X - W)
Z	\$ 604,680.50	Franklin Share of Lighting (W + 41% x Y)

TID 3 will pay the costs for lighting that are not special assessed. Sufficient appropriations were included in TID3 to deal with this project.

The Capital Improvement Fund will pay the costs which are Special assessed. Sufficient appropriations are available in the Capital Improvement fund for any option selected.

RECOMMENDATION

Direct Staff to prepare preliminary resolution declaring intent to exercise special assessment for installing street lights on S. 27th Street from W. Villa Drive to W. College Ave using Option 1, 2 or 3 (*choose one*) described herein.

CORRESPONDENCE/MEMORANDUM

PROJECT AGREEMENT ACCEPTANCE

DATE: January 27, 2015

SUBJECT: Project Agreement

Project Number: 2265-16-00/20/70/90 – Revised
Road Name: 27th Street, (STH 241)
Project Limits: West Drexel Ave to College Ave
Municipality: City of Franklin, Milwaukee County
Funding items: Cost Share, Lump Sum, CSS, Work Credit

PROGRAM: 303 3R

NOTES: -

Approved

The attached agreement has been approved by regional designee

Region: SE



**2nd REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE-LET HIGHWAY
PROJECT**

This agreement supersedes the agreement signed by the Municipality on May 3, 2010 and signed by DOT on May 11, 2010.

Revised Date: August 26, 2014
Date: May 3, 2010
I.D.: 2265-16-00/20/70/90
Road Name: 27th Street (STH 241)
Limits: West Drexel Avenue to College Avenue
County: Milwaukee
Roadway Length: 6.0 Miles

The signatory City of Franklin, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State 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: Improvement

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

See Attached Table 1: Summary of Costs – Page 2

This request is subject to the terms and conditions that follow (pages 2 – 5) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of the City of Franklin (please sign in blue ink)		
Name <i>Stephen J. De...</i>	City of Franklin Mayor	Date 11/14/14
Signed for and in behalf of the City of Franklin (please sign in blue ink)		
Name <i>Robert...</i>	City of Franklin Treasurer	Date 11/20/14
Signed for and in behalf of the City of Franklin (please sign in blue ink)		
Name <i>Andrea P. Wasolowski</i>	City of Franklin Clerk	Date 11/17/14
Signed for and in behalf of the State (please sign in blue ink)		
Name <i>[Signature]</i>	SE Region Planning Chief	Date 1/28/15

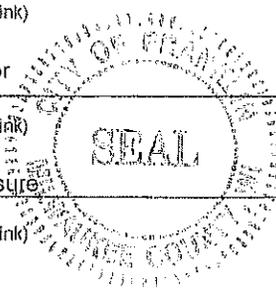


Table 1: Summary of Costs

Category	PHASE	ESTIMATED COST					
		Total Est. Cost	Federal/ State Funds	% Franklin	Municipal Funds	Municipal Funds Oak Creek	%
	Preliminary Engineering:						
	Plan Development	\$ 1,800,000	\$ 1,800,000	100%	\$ -	\$ -	0%
	Real Estate Acquisition:		\$ -			\$ -	
	Acquisition	\$ 14,300,000	\$ 14,300,000	100%	\$ -	\$ -	0%
	Compensable Utilities	\$ 25,000	\$ 25,000	100%	\$ -	\$ -	0%
	Construction:						
10	Participating - Roadway	\$ 23,300,000	\$ 23,300,000	100%	\$ -	\$ -	0%
10	Traffic Signal Monotube Color Upgrade	\$ 26,640	\$ -	0%	\$ 13,320	\$ 13,320	LSUM
110	Lighting Drexel Ave to College Ave - Franklin	\$ 550,000	\$ -	0%	\$ 550,000		100%
110	Exceed	\$ 550,000	\$ -	59%	\$ -		41%
130	Lighting Drexel Ave to College Ave - Oak Creek	\$ 510,000	\$ -	0%		\$ 510,000	100%
130	Exceed	\$ 510,000	\$ -	55%		\$ -	45%
150	Special Sidewalk - Franklin CSS	\$ 35,000	\$ 35,000	MAX	\$ -		0%
150	Special Sidewalk - Franklin	\$ 10,000	\$ 5,500	55%	\$ 4,500		45%
160	Special Sidewalk - Oak Creek	\$ 45,000	\$ 24,750	55%		\$ 20,250	45%
170	Special Crosswalk - Franklin	\$ 63,225	\$ 42,361	67%	\$ 20,864		33%
180	Special Crosswalk - Oak Creek	\$ 51,750	\$ 34,673	67%		\$ 17,078	33%
	Misc CSS						
190	Franklin - Landscaping Credit	\$ 62,500	\$ 62,500	MAX	\$ -		0%
190	Franklin	\$ 180,000	\$ 171,500	MAX	\$ 8,500		BAL
200	Oak Creek - Landscaping, DWF Credit	\$ 76,500	\$ 76,500	MAX		\$ -	0%
200	Oak Creek	\$ 166,000	\$ 142,800	MAX		\$ 23,200	BAL
Total Cost Distribution		\$ 41,201,615	\$ 40,020,583		\$ 597,184	\$ 583,848	
CSS Distribution							
Franklin							
Lighting			\$ 113,050				
Special Sidewalk - Franklin CSS			\$ 15,750				
Misc CSS			\$ 171,500				
Remaining Commitment to May 3, 2010 SMA			\$ 65,100				
			\$ 365,400				
Oak Creek							
Lighting			\$ 105,400				
Misc CSS			\$ 142,800				
Remaining Commitment to December 28, 2009 SMA			\$ 117,200				
			\$ 365,400				

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and Bridge width in excess of standards.
 - (d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.

- (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered for city utility construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for Federal/State participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The municipality will file a parking declaration with the state.
 - (f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.
 - (h) Maintain all community sensitive solutions and/or enhancement funded items.
 - (i) Coordinate with the state on changes to highway access within the project limits.
 - (j) In cooperation with the state, assist with public relations for the project and announcements to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - (k) Maintain signs and pavement markings not necessary for the safe and efficient movement of traffic (no parking signs, crosswalk pavement markings not at signalized intersections, etc).
 9. Basis for local participation: Participation is based on actual costs incurred, all costs listed in Table 1: Summary of Costs are approximate costs unless otherwise noted. Table 1 includes cost estimates for the Municipality of Oak Creek for information only.
 - (a) Funding for preliminary engineering 100% State
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for compensable utilities required for standard roadway construction, 100% State.

- (d) Funding for construction of standard roadway items – 100% State.
- (e) Funding for traffic signal monotube color upgrade – 100% Municipality as a onetime lump sum payment of \$13,320.
- (f) Funding for lighting – 100% Municipal to a maximum of \$550,000. Costs above the maximum – 59% State and 41% Municipal. The \$550,000 maximum Municipal cost is based on Municipal payment for State costs to meet \$434,900 (\$321,800 standard costs + \$113,100 CSS) of the \$500,000 lump sum payment identified in the May 3, 2010 State Municipal Agreement (SMA) that this agreement revises. The State's CSS commitment of \$365,400 includes \$65,100 (remaining Municipality's commitment from the May 3, 2010 SMA).

State costs at 59%, are based on 50% State and 50% Municipal for new standard lighting and 100% State for replacement lighting. Municipal costs at 41% are based on 50% State and 50% Municipal for new standard lighting and 100% Municipal for the additional costs for decorative lighting.

- (g) Funding for special sidewalk – 55% State and 45% Municipal. Costs are based on 100% State for standard sidewalk and 100% Municipal for additional costs for decorative sidewalk. \$15,750 of CSS will be used to fund the 45% Municipal cost share of \$35,000. The Municipality agrees to maintain the sidewalk.
- (h) Funding for special crosswalk – 67% State and 33% Municipal. Costs are based on 100% State for standard sidewalk and 100% Municipal for additional costs for decorative crosswalk. The Municipality agrees to maintain the crosswalk.
- (i) Landscaping credit – a \$62,500 lump sum credit for landscaping purchased and installed by the Municipality.
- (j) Funding for Community Sensitive Solutions (CSS) – 100% State, maximum of \$171,500 (additional to CSS identified in section 9(f) above). This funding is to be used for enhancement features along the project limits. CSS maximum approved with signed EA on April 10 2012.

[END]

27th Street Lighting Assessment Evaluation for July 19, 2016

		Option 1	Option 2	Option 3
		\$ 67,236.42	\$ -	\$ -
Rawson to College (RC)		\$ 17.15	\$ -	\$ -
ASSUMED ASSESSABLE FOOTAGE *				
NAME	ADDRESS			
BASRA, NIRMALJIT SINGH & RAJINDER K	6715 S 27TH ST	261.50	\$ 4,483.96	\$ -
BLUEGRASS ENTERPRISES LLC	6421 S 27TH ST	132.98	\$ 2,280.22	\$ -
BOURAXIS ANDREAS IRREVOCABLE TRUST (2	6501/03/05/07/09, 6919, 6955 - 7013 S 27TH ST	746.43	\$ 12,799.09	\$ -
D & K MANAGEMENT VII LLC	6405 S 27TH ST	272.34	\$ 4,669.83	\$ -
DAL 27TH STREET CLINIC, LLC	6855 S 27TH ST	125.04	\$ 2,144.07	\$ -
ERJ DINING III LLC	6439 S 27TH ST	199.25	\$ 3,416.55	\$ -
FRANKLIN MOBILE LLC	6357/6359/6361 S 27TH ST	199.00	\$ 3,412.27	\$ -
GENEVA ASHX I LLC (22.46%) ET AL	6803/6805/6807 S 27TH ST	415.93	\$ 7,131.98	\$ -
H&K PARTNERS, LLC	6311 S 27TH ST	238.00	\$ 4,081.00	\$ -
HOME DEPOT USA INC, Prop Tax Dept #4907	6489 S 27TH ST	99.00	\$ 1,697.56	\$ -
HUANG ENTERPRISES INC	6531/33/35/37 S 27TH ST	300.33	\$ 5,149.78	\$ -
JUST WIDE LLC	6525/6529 S 27TH ST	57.61	\$ 987.84	\$ -
LOWES HOME CENTER INC	7027 S 27TH ST	62.00	\$ 1,063.12	\$ -
PEELING PAINT LLC	7041 S 27TH ST	278.52	\$ 4,775.80	\$ -
SALVATION ARMY (THE)	6347 S 27TH ST	50.04	\$ 858.04	\$ -
SATGUR HOLDINGS LLC	6611 S 27TH ST	236.36	\$ 4,052.88	\$ -
STATE OF WISCONSIN - DEPARTMENT OF TRAI	7071 S 27TH ST	139	\$ 2,383.44	\$ -
WAL-MART REAL ESTATE BUSINESS TRUST	6701 S 27TH ST	107.83	\$ 1,848.97	\$ -
Sub-Total (Rawson to College)		3,921.16	\$ 67,236.42	\$ -

		Option 1	Option 2	Option 3
		\$ 180,805.65	\$ 113,511.00	\$ 180,805.65
Villa to Rawson (VR)		\$ 28.14	\$ 17.67	\$ 28.14

ASSUMED ASSESSABLE FOOTAGE *				
NAME	ADDRESS			
Baker Pools	7131 S. 27th Street	220.00	\$ 6,191.41	\$ 3,887.01
Harris Mid America Holdings LLC	7905 S. 27th Street (TKN 809-9938-002)	240.00	\$ 6,754.26	\$ 4,240.37
John Kubica, Trustee	7251 S. 27th Street	152.00	\$ 4,277.70	\$ 2,685.57
Kevin McNeven	7925 S. 27th Street	114.67	\$ 3,227.13	\$ 2,026.01
Metropolitan Milwaukee YMCA Bank Creditor Tr	7333 S. 27th Street (TKN 761-9992-004)	534.19	\$ 15,033.58	\$ 9,438.18
Northwestern Mutual (3)	733 S. 27th Street (1 & 2 Northwestern Mutual Way)	2,879.00	\$ 81,022.99	\$ 50,866.77
Park Motel	7273 S. 27th Street	297.10	\$ 8,361.21	\$ 5,249.22
Platt Construction	7407 S. 27th Street	332.06	\$ 9,345.08	\$ 5,866.91
Robin Adair	7441 S. 27th Street	166.00	\$ 4,671.70	\$ 2,932.92
Rudolph Stammvoll (2)	7441 S. 27th Street (TKN 809-9944-015)	249.96	\$ 7,034.56	\$ 4,416.35
St. James Parish	7171/7219 S. 27th Street	554.34	\$ 15,600.65	\$ 9,794.20
Wisconsin Department of Transportation	7103 S. 27th Street	154.94	\$ 4,360.44	\$ 2,737.51
WRS Herzebrock IV Ltd. Ptnrshp	8043 S. 27th Street (TKN 809-9944-006)	115.00	\$ 3,236.42	\$ 2,031.84
WRS Herzebrock IV Ltd. Ptnrshp c/o David Pelzek	7933 S. 27th Street	305.33	\$ 8,592.83	\$ 5,394.63
WRS Herzebrock IV Ltd. Ptnrshp c/o Myra Zeisse	8033 S. 27th Street (TKN 809-9945-000)	110.00	\$ 3,095.70	\$ 1,943.50
Sub-Total (Villa to Rawson)		6,424.59	\$ 180,805.65	\$ 113,511.00

Total (both sections)		10,345.75	248,042.07	113,511.00	180,805.65
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Notes:
 *Assumed Footage is based on cursory review of plat maps. Each Property deed will be researched for establishment of Assessment

APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 7/19/2016
Reports & Recommendations	CONSTRUCTION BIDS FOR BRIDGE ON W. ST. MARTINS ROAD OVER TESS CORNERS CREEK BETWEEN S. NORTH CAPE ROAD AND S. SCHERREI DRIVE	ITEM NO. <i>6.12.</i>

BACKGROUND

The City is replacing a culvert/bridge on W. St. Martins Road over Tess Corners Creek between S. North Cape Road and S. Scherrei Drive. Bids were received on 7/14/2016.

ANALYSIS

The City received only two bids as follows:

- \$827,922.53 Radtke Contractors- Winneconne, WI *(math was corrected from \$827,705.13)*
- \$628,734.48 Lunda Construction- Waukesha, WI

Both companies were prequalified and were determined to be reputable contractors.

The consultant engineer was anticipating bids to be as low as \$400,000. Staff was hopeful that the bid would be around \$450,000. For the official estimate of \$560,618.90, the consulting engineer used average state DOT costs (which are typically higher than local projects) and then also added 5%-10% for each line item. Through the bidding process, Staff and the consulting engineer heard several contractors and sub-contractors state that they wanted to do this project but just didn't have time because there are several bridge projects occurring locally. One example, Staff has been told that the County is constructing two bridge projects in Whitnall Park and the selected contractor asked to delay the construction because of other obligations.

There is an advantage to performing the work this fall in conjunction with the county road detour for St. Martins Road, and the 2016 paving program included this section of road. However, given that only two contractors bid on the project. It is apparent to Staff that the bidding environment is not conducive to competitive prices.

The consulting engineer is discussing with DNR the possibility of working in the winter. Regardless, Staff anticipates that re-bidding the project in or after November, 2016 will provide competitive prices for this project.

OPTIONS

Staff recommends rejecting all bids and re-bid the project this fall/winter.

FISCAL NOTE

There are not sufficient funds with existing appropriations to award this project with the submitted bids.

RECOMMENDATION

Reject all bids for the W. St. Martins Tess Corners Bridge project and instruct Staff to rebid later in 2016.

Bid Evaluation for W Saint Martin Tess Corners Creek Bridge Replacement, City of Franklin

Item Number	Item	Qty.	Unit	Engineer Estimate		Lunda		Rudtke	
				S/Unit	\$	S/Unit	\$	S/Unit	\$
Removals									
201.0110	Clearing	504	SY	\$ 5.50	\$ 2,772.00	\$ 6.34	\$ 3,195.36	\$ 7.50	\$ 3,780.00
201.0210	Grubbing	504	SY	\$ 2.15	\$ 1,083.60	\$ 2.11	\$ 1,063.44	\$ 7.50	\$ 3,780.00
204.0100	Removing Pavement	780	SY	\$ 3.75	\$ 2,925.00	\$ 5.00	\$ 3,900.00	\$ 5.00	\$ 3,900.00
204.0165	Removing Guardrail	221	LF	\$ 1.75	\$ 386.75	\$ 1.50	\$ 331.50	\$ 3.50	\$ 773.50
690.0150	Sawing Asphalt	59	LF	\$ 1.00	\$ 59.00	\$ 5.00	\$ 295.00	\$ 5.00	\$ 295.00
Earthwork									
205.0100	Excavation Common	263	CY	\$ 6.00	\$ 1,578.00	15	\$ 3,945.00	\$ 15.00	\$ 3,945.00
208.0100	Borrow	351	CY	\$ 5.00	\$ 1,755.00	16	\$ 5,616.00	\$ 16.00	\$ 5,616.00
Erosion Control & Landscaping									
624.0100	Water	190	MGAL	\$ 20.00	\$ 3,800.00	0.1	\$ 19.00	\$ 30.00	\$ 5,700.00
625.0100	Topsoil	67	SY	\$ 2.50	\$ 167.50	5.1	\$ 341.70	\$ 10.00	\$ 670.00
625.0500	Salvaged Topsoil	870	SY	\$ 1.00	\$ 870.00	3	\$ 2,610.00	\$ 3.00	\$ 2,610.00
625.1104	Erosion Bale5	17	EA	\$ 9.00	\$ 153.00	15.2	\$ 258.40	\$ 50.00	\$ 850.00
628.1504	Silt Fence	64	LF	\$ 2.00	\$ 128.00	2	\$ 128.00	\$ 3.00	\$ 192.00
628.1520	Silt Fence Maintenance	64	LF	\$ 0.15	\$ 9.60	1	\$ 64.00	\$ 0.01	\$ 0.64
628.1905	Mobilizations Erosion Control	4	EA	\$ 175.00	\$ 700.00	101	\$ 404.00	\$ 200.00	\$ 800.00
628.1910	Mobilizations Emergency Erosion Control	4	EA	\$ 150.00	\$ 600.00	151.5	\$ 606.00	\$ 200.00	\$ 800.00
628.2004	Erosion Mat Class I Type B	1069	SY	\$ 1.00	\$ 1,069.00	1.5	\$ 1,603.50	\$ 1.85	\$ 1,977.65
628.2039	Erosion Mat Class III Type D	75	SY	\$ 12.50	\$ 937.50	12.6	\$ 945.00	\$ 25.00	\$ 1,875.00
628.7504	Temporary Ditch Checks	50	LF	\$ 8.00	\$ 400.00	7.1	\$ 355.00	\$ 15.00	\$ 750.00
629.0210	Fertilizer Type B	0.60	CWT	\$ 57.00	\$ 34.20	202	\$ 121.20	\$ 100.00	\$ 60.00
630.0120	Seeding Mixture No. 20	23	LB	\$ 4.75	\$ 109.25	9.1	\$ 209.30	\$ 15.00	\$ 345.00
630.0200	Seeding Temporary	10	LB	\$ 2.50	\$ 25.00	3	\$ 30.00	\$ 10.00	\$ 100.00
Pavement									
305.0110	Base Aggregate Dense 3/4-Inch	265	TON	\$ 15.00	\$ 3,975.00	22	\$ 5,830.00	\$ 22.00	\$ 5,830.00
305.0120	Base Aggregate Dense 1- 1/4-Inch	340	TON	\$ 10.00	\$ 3,400.00	18.5	\$ 6,290.00	\$ 18.50	\$ 6,290.00
416.1010	Concrete Surface Drains	6	CY	\$ 425.00	\$ 2,550.00	500	\$ 3,000.00	\$ 600.00	\$ 3,600.00
601.0331	Curb & Gutter 31-Inch	156	LF	\$ 22.00	\$ 3,432.00	34	\$ 5,304.00	\$ 40.00	\$ 6,240.00
602.0410	Concrete Sidewalk 5-Inch	1180	SF	\$ 5.00	\$ 5,900.00	6.25	\$ 7,375.00	\$ 10.00	\$ 11,800.00
646.0106	Pavement Marking Epoxy 4-Inch	1288	LF	\$ 0.35	\$ 450.80	2.8	\$ 3,606.40	\$ 2.05	\$ 2,640.40
SPV.0170.01	Test Rolling	1	LS	\$ 1,000.00	\$ 1,000.00	500	\$ 500.00	\$ 500.00	\$ 500.00
Traffic Controls									
603.8000	Concrete Barrier Temp Precast Delivered	36	LF	\$ 13.50	\$ 486.00	20	\$ 720.00	\$ 37.00	\$ 1,332.00
603.8125	Concrete Barrier Temp Precast Installed	36	LF	\$ 5.00	\$ 180.00	10	\$ 360.00	\$ 16.00	\$ 576.00
643.0300	Traffic Drums	1300	Day	\$ 0.35	\$ 455.00	0.45	\$ 585.00	\$ 0.71	\$ 923.00
643.0420	Traffic Control Barricades Type III	1620	Day	\$ 0.80	\$ 1,296.00	0.45	\$ 729.00	\$ 1.01	\$ 1,636.20
643.0705	Traffic Control Warning Lights Type A	1080	Day	\$ 0.25	\$ 270.00	0.45	\$ 486.00	\$ 0.36	\$ 388.80
643.0900	Traffic Signs	6120	Day	\$ 0.80	\$ 4,896.00	0.45	\$ 2,754.00	\$ 0.45	\$ 2,754.00
Miscellaneous									
521.0115	Culvert Pipe Corrugated Steel 15-Inch	27	LF	\$ 35.50	\$ 958.50	42	\$ 1,134.00	\$ 42.00	\$ 1,134.00
521.1015	Apron Endwall for Culvert Pipe Steel 15-Inch	2	EA	\$ 155.00	\$ 310.00	225	\$ 450.00	\$ 225.00	\$ 450.00
619.1000	Mobilization Project ID 1014	1	EA	\$ 50,000.00	\$ 50,000.00	46132	\$ 46,132.00	\$ 62,920.04	\$ 62,920.04
652.0130	Conduit Rigid Metallic 21/2-Inch	130	LF	\$ 20.00	\$ 2,600.00	17	\$ 2,210.00	\$ 35.00	\$ 4,550.00
SPV.0105.01	Survey Project ID 1014	1	LS	\$ 2,500.00	\$ 2,500.00	9200	\$ 9,200.00	\$ 6,000.00	\$ 6,000.00
SPV.0105.02	Pavement Cleanup Project	1	LS	\$ 2,500.00	\$ 2,500.00	1500	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
Structure									
203.0200	Removing Old Str. Over Waterway Min. Debris STA. 2+62.93	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 60,000.00	\$ 60,000.00	\$ 26,135.00	\$ 26,135.00
206.1000	Excavation for Structure, Bridge	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 19,520.00	\$ 19,520.00
206.5000	Cofferdams (Structure)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	\$ 50,000.00	\$ 32,515.00	\$ 32,515.00
210.0100	Backfill Structure	658	CY	\$ 22.00	\$ 14,476.00	\$ 25.00	\$ 16,450.00	\$ 26.00	\$ 17,108.00
502.0100	Concrete Masonry Bridges	291	CY	\$ 605.00	\$ 176,055.00	\$ 600.00	\$ 174,600.00	\$ 1,050.00	\$ 305,550.00
505.0405	Bar Steel Reinf. HS Bridge	57,780	LB	\$ 0.98	\$ 56,624.40	\$ 0.80	\$ 46,224.00	\$ 1.36	\$ 78,580.80
505.0605	Bar Steel Reinf. HS Coated Bridge	5,486	LB	\$ 1.05	\$ 5,760.30	\$ 0.90	\$ 4,937.40	\$ 1.50	\$ 8,229.00
513.7015	Railing Steel Type C3	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 16,000.00	\$ 16,000.00	\$ 20,950.00	\$ 20,950.00
516.0100	Dampproofing	208	SY	\$ 21.00	\$ 4,368.00	\$ 9.02	\$ 1,876.16	\$ 27.00	\$ 5,616.00
516.0500	Rubberized Membrane Waterproofing	82	SY	\$ 50.00	\$ 4,100.00	\$ 25.00	\$ 2,050.00	\$ 46.00	\$ 3,772.00
516.0610.S	Sheet Membrane Waterproofing Top Slab	54	SY	\$ 40.00	\$ 2,160.00	\$ 27.78	\$ 1,500.12	\$ 55.00	\$ 2,970.00
517.1015.S	Concrete Staining Multi-Color Bridge	1300	SF	\$ 3.50	\$ 4,550.00	\$ 3.75	\$ 4,875.00	\$ 3.75	\$ 4,875.00
550.0010	Pre-Boring Unconsolidated Materials	88	LF	\$ 78.00	\$ 6,864.00	\$ 40.00	\$ 3,520.00	\$ 134.50	\$ 11,836.00
550.1120	Piling Steel HP 12-inch X S3 LB	2940	LF	\$ 35.00	\$ 102,900.00	\$ 33.00	\$ 97,020.00	\$ 39.85	\$ 117,159.00
606.0300	Riprap Heavy	125	CY	\$ 51.50	\$ 6,437.50	\$ 85.00	\$ 10,625.00	\$ 60.50	\$ 7,562.50
612.0206	Pipe Underdrain Unpreforated 6-Inch	10	LF	\$ 12.00	\$ 120.00	\$ 15.00	\$ 150.00	\$ 6.00	\$ 60.00
612.0406	Pipe Underdrain Wrapped 6-Inch	180	LF	\$ 6.50	\$ 1,170.00	\$ 8.00	\$ 1,440.00	\$ 7.00	\$ 1,260.00
645.0120	Geotextile Fabric Type HR	280	SY	\$ 2.90	\$ 812.00	\$ 4.50	\$ 1,260.00	\$ 3.00	\$ 840.00
Totals				\$560,618.90		\$628,734.48		\$827,922.53	

<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>7/19/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Amending the Position Classification Plan for Non-Represented Employees for the positions of Information Services Director and Economic Development Director resulting in a change for both positions from Grade 10 to Grade 11</p>	<p>ITEM NUMBER</p> <p><i>613,</i></p>

Following the adoption of the new non-represented pay plan, the Common Council subsequently authorized certain appeals to original placement. The March 15, 2016 Council Action sheet noted that the placement for the positions of Economic Development Director and Information Services Director were still under consideration. The following is an excerpt from that Council Action Sheet:

“It should also be noted that GovHR performed recruitment processes for both Economic Development Director and IT Director positions in the same time frame as the Classification and Compensation study was being completed. Their staff indicated that the results of their application review suggest that our initial placement of the positions may warrant re-evaluation. Due to the timing of each hiring, the positions did not get the same level of review because there was no incumbent in the position and the exact characteristics of the candidates relative to the market place was unknown. In short, absent an incumbent, no appeal was submitted, but the consultant suggested an appeal review may have been warranted. After further discussions with the consultant and Personnel Committee (if necessary), further action on these positions may be brought forward.”

The consultant has recently recommended that both positions be adjusted by one grade: from Grade 10 to Grade 11. They reached this conclusion largely based upon the additional information they gathered about the position during the hiring processes that they were contracted to conduct for the City. The Director of Administration and Human Resources Coordinator have reviewed their recommendation and concur with the conclusions. This subsequent review results in the Economic Development Director increasing from 630 points to 675 points and the Information Services Director increasing from 645 points to 680 points. As noted above, this would result in both positions moving from Grade 10, the highest grade of the Supervisory and Advanced Technical grouping, to Grade 11, the lowest grade of the Executive and Management grouping. Grade 11 also includes the Director of Clerk Services, the Director of Health and Human Services, and the Library Director.

Based on discussions with the consultant, the primary instigator of the change is distinguishing between the title of “Director” versus that of “Manager.” In initially scoring the positions, the consultant anticipated the positions would be “Managers” since one reported to the Director of Administration and the other did not oversee a separate department of its own. At the time, the hiring process was still underway. Both positions, however, were specifically and strategically defined in the job title as a “Director” because that is the level of the kind of individual that the City was attempting to draw. That strategy is also supported by the level of funding initially authorized for each position: the Economic Development Director was budgeted at \$101,494 and advertised with a starting salary of “\$95,000 +/- DOQ” whereas the Information Services Director was budgeted and advertised at an initial starting annual rate of “\$85,000 +/- DOQ.” The expected salary for the Economic Development Director, therefore, exceeded the maximum Grade 10 salary resulting from the initial placement by the consultant, but was within the range for Grade 11. The expected starting salary for the Information Services Director was nearly at the top of the range (82% through the range) for Grade 10 but was appropriately at approximately 52% of the range for Grade 11. As can be seen, the “Director” level of competency was what was targeted and funded and is appropriate for placement within the new Position Classification Plan.

It was the hiring process and the quality and experience level of the applicant pool, as well as the City's firmness in strategically retaining "Director" in the position titles that appears to have first suggested to the consultant that reconsideration was warranted. What the consultant indicated was that the salary range, title, and job description pulled in a strong applicant pool with significant "Director" experience, not just "Manager" experience. The result was that one position was hired at a salary that exceeded the salary range that was subsequently established, while the other was very near the top of the range. Lack of room for some growth in a new position is not a good formula for long-term retention. This was another indication to the consultant that re-evaluating their initial conclusion should occur.

Relative to the Information Services Director, the hiring process also gave the consultant a better understanding of the "hands on" nature of the job relative to working conditions, which slightly altered their evaluation.

Relative to the Economic Development Director the scoring is also impacted by giving the position appropriate consideration for the statement in the job description that noted that "a Masters Degree is preferred." This is the nature of the caliber person the position and its placement was intended to draw, as supported by the planned salary. That intent was not properly scored in the consultant's initial recommendation, which likely occurred because it is one of the only positions where a Masters Degree education level was listed as preferred. In short, the position should be slotted based upon that desirable or targeted level of experience, as was intended when the positions were first conceptually included in the budget.

Had Grade 11 been the initial placement, the result is that the Economic Development Director would have been hired within the merit portion of the established range still having room for at least some (5.6) percentage increase before being at the maximum. This is a more appropriate result. Similarly, the Information Services Director would have been hired at the 52% position of the range, instead of nearly maxed out at the 82% position of the range. If approved, the change will be noted concurrent with the initial adoption, similarly to what occurred with the appeals previously authorized. Nonetheless, this action does not change the employee's initial salary retroactively; it merely results in each individual being positioned slightly lower in their range, which can provide more room for future growth (and better retention).

The Director of Administration and Human Resources Coordinator recommend that the job factor analysis scores for the positions of Information Services Director and Economic Development Director be increased to 680 and 675, respectively, resulting in an increase from Grade 10 to Grade 11 for both positions.

The item is scheduled for review at the Personnel Committee of July 18. Their recommendation will be provided to the Common Council at the July 19th Common Council meeting.

COUNCIL ACTION REQUESTED

Motion to approve that the job factor analysis score in the Position Classification Plan for Non-Represented Employees for the position of Information Services Director and the position of Economic Development Director be amended to 680 points and 675 points, respectively, resulting in a change for both positions from Grade 10 to Grade 11; and that the Director of Administration is directed to amend the Employee Handbook as appropriate.

APPROVAL <i>slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE July 19, 2016
REPORTS & RECOMMENDATIONS	RESOLUTION TO REVISE THE FUND BALANCE POLICY OF THE CITY OF FRANKLIN	ITEM NUMBER <i>G.14.</i>

Background

The Common Council adopted the current Fund Balance policy on October 7, 2014. The policy established a range of Fund Balance to current year expenditures of 20-30%, providing guidance on actions when results were outside the range. That change established the policy for all real estate tax supported funds.

The Equipment Replacement Fund was created to smooth the tax impact of expensive equipment getting replaced in any given year. The fund creates resources to call upon when those expensive pieces are replaced without spiking taxes in that year. The Equipment Replacement Fund is tax levy supported and is included in the Fund Balance policy. Given the nature of this fund, including it in the Fund Balance policy defeats the purpose of creating resources for the Equipment Replacement program.

Analysis

Looking at the individual funds and their ratios as of December 31, 2015, the impact of the above discussion can be seen.

Fund	2015 Exp	2015 Fund Bal	Ratio	2015 Revised	2015 Fund Bal	Ratio
General	23,129,534	9,049,909	39.1	23,129,534	9,049,909	39.1
Library	1,391,346	406,863	29.2	1,391,346	406,863	29.2
Solid Waste	1,540,457	260,944	16.9	1,540,457	260,944	16.9
Capital Funds						
Capital Outlay	651,669	666,161	102.2	651,669	666,161	102.2
Equip Replacement	360,680	2,304,643	639.0			
Street Improvement	837,956	245,955	29.4	837,956	245,955	29.4
Debt Service	910,673	507,283	55.7	910,673	507,283	55.7
Total per Budget Summary	28,822,315	13,441,758	46.6	28,461,635	11,137,115	39.1
Less Non-spendable		-2,239,802			-2,239,802	
Total	28,822,315	11,201,956	38.9	28,461,635	8,897,313	31.3

It would not be prudent to reduce fund balance because the Equipment Replacement Fund has the resources for future replacements that are not currently needed. By removing the Equipment Replacement Fund the effectiveness of the fund balance policy comes into better focus. (Further arguments are that the Equipment Replacement fund is currently underfunded by funding ratio policy – yet the fund balance would suggest that it is over funded).

The 2016 budget recognized the excess funding condition and included a \$1.2 million transfer out of the General Fund to the Capital Improvement Fund, reducing the Fund Balance ratio.

Recommendation

Staff is recommending that the 2014 Fund Balance policy be modified to remove the Equipment Replacement Fund from the computation. No other changes are needed to the policy.

The Finance Committee discussed this policy change, and concurs that the Equipment Replacement Fund should be removed from the Fund Balance policy.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution 2016-____, a Resolution to revise the Fund Balance Policy for the City of Franklin..

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2016-_____

A RESOLUTION TO REVISE THE FUND BALANCE POLICY FOR THE CITY OF
FRANKLIN

WHEREAS, the Common Council adopted a fund balance policy primarily for the General fund in resolution 2001-5299 to deal with working capital need and other needs; and

WHEREAS, the Common Council amended that policy on September 4, 2012, and

WHEREAS, the Common Council further amended the Fund Balance Policy on October 7, 2014 with Resolution 2014-7025 to expand the Funds included in the policy, and

WHEREAS, the Equipment Replacement fund was established to provide resources for future known equipment purchases, and

WHEREAS, the Equipment Replacement Fund balance will periodically exceed the recommended fund balance as defined by the policy such that the Equipment Replacement fund should be specifically excluded from the policy, and

WHEREAS, the policy provides guidance for fund balance levels, how to adjust them and when to adjust them.

NOW, THEREFORE, BE IT RESOLVED, that the ratio of year end Fund Balance to current year Expenditures shall target a range between 20 and 30%. The amount of Fund Balance will be taken into consideration when establishing the following year's budget as follows:

1. When the ratio falls below 20%, provision will be made through the budget process to increase the year end fund balance
2. When the ratio is in the range of 20 – 30% no provision need be necessary through the budget process to affect the year end fund balance, and
3. When the ratio is above 30%, provision will be made through the budget process to decrease the year end Fund Balance.

BE IT FURTHER RESOLVED that Fund Balance will be used to support expenditures that are of a one time nature and do not require a repeated resource to maintain the expenditures.

That Unassigned Fund Balance equal to at least 15% of the succeeding year expenditure budget be maintained for working capital to enable the City to meet the cash flow requirements of the coming year.

The following tax levy supported funds will be included in the calculation of the ratio: General Fund, Library Fund, Solid Waste Fund, Capital Outlay Fund, Street Improvement Fund, Debt Service Fund and Special Assessment Fund.

Non-spendable fund balance of the General Fund shall be excluded from the fund balance total.

Responsibility for determining Fund Balance types (Nonspendable, Restricted, Committed, Assigned and Unassigned) as defined by Governmental Accounting Standards shall rest with the Director of Finance & Treasurer (or successor position).

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

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>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>July 19, 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, CAPITAL OUTLAY AND CAPITAL IMPROVEMENT FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2016, TO RECLASSIFY CONTINGENCY APPROPRIATIONS</p>	<p>ITEM NUMBER</p> <p>6.15.</p>

Background

The Common Council has authorized the expenditure of Contingency appropriations in the General Fund, the Capital Outlay Fund and the Capital Improvement Fund. To properly classify these appropriations/expenditures a budget amendment is recommended for these items. Additionally, Engineering has indicated that additional appropriations will be needed for the Culvert replacement on W St. Martin's Road.

Recommendation

The following budget changes are recommended for the General Fund:

Appropriations have been approved using Unrestricted Contingency for :

Engineering review of Ball Park Commons infrastructure costs - \$20,000 (5/17/16 G5 - PO 73855 with Graef)

Financial Consultant for the Baseball Commons project proforma analysis and Phases II & III of the Project plan development - \$16,300 (6/28/16 - G6)

The amendment would reduce Contingency appropriation and increase the Economic Development Professional fees in Area A appropriation.

If accepted, the General Fund Unrestricted Contingency appropriation would be \$138,700

In the Capital Outlay Fund appropriations were approved for:

Fixed asset software expenditures - \$5,350 (6/2/15 G10)

Fire Dept. safety equipment - \$4,717.30 (12-15-15 G6)

Highway Dept. - Street lights - \$3,214.11 (2-2-16 G4) and mailboxes - \$2,076.00 (2-16-16 G13)

If accepted, the Contingency appropriation in the Capital Outlay Fund would be \$44,743

In the Capital Improvement fund appropriations were approved for -

Park equipment - picnic tables for Kayla's playground - \$11,593 (4-19-16 G5)

Information Technology - email security software - \$4,500 (6-7-16 G18)

Engineering has notified Finance that the culvert replacement on West St Martin's Road will likely require additional appropriations. The following change transfers un-needed appropriations from the W. College Ave pathway project to the culvert project.

Highway – Culvert replacement on St Martin’s Road - \$75,000
Highway – reduce College Ave pathway - \$75,000

If accepted, the Contingency appropriation in the Capital Improvement Fund would be \$50,907

The Finance Committee reviewed this item at its July 5, 2016 meeting and unanimously recommends it adoption.

COMMON COUNCIL ACTION REQUESTED

Motion adopting an ordinance to amend ordinance 2015-2198, an ordinance adopting the 2016 annual budgets for the general fund, capital outlay and capital improvement funds for the city of franklin for fiscal year 2016, to reclassify contingency appropriations

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, CAPITAL OUTLAY FUND, AND CAPITAL IMPROVEMENT FUND, FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2016 TO MOVE CONTINGENCY APPROPRIATION TO CLASSIFIED ACCOUNTS AND PROVIDE ADDITIONAL APPROPRIATIONS FOR THE WEST ST MARTIN'S ROAD CULVERT REPLACEMENT

WHEREAS, the Common Council of the City of Franklin adopted the 2016 Annual Budgets for the General Fund, Capital Outlay Fund, and Capital Improvement, and

WHEREAS, some of the unrestricted contingency appropriation in the General Fund has been authorized to be expended for professional fees to advance the Baseball Commons Development project, and

WHEREAS, contingency appropriations in the Capital Outlay Fund have been authorized to be expended for fixed asset software and certain highway equipment, and

WHEREAS contingency appropriations in the Capital Improvement Fund have been authorized for picnic tables at Kayla's playground and email security software, and

WHEREAS additional appropriations are needed to fund the culvert replacement on West St Martin's Road, and

WHEREAS the Common Council believes it is in the best interest of public safety and government operations to expend such funds.

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

Section 1 That certain encumbered funds of the 2016 budgeted amounts be transferred forward to the 2016 Annual Budget for the respective funds of the City of Franklin to pay for 2015 encumbrances as follows:

General Fund

Engineering	Non-Personnel – Professional Fees	Increase	\$20,000
Econ Dev	Non-Personnel Professional Fees	Increase	16,300
Contingency	Unrestricted	Decrease	36,300

Capital Outlay Fund

Finance	Software	Increase	\$ 5,350
Fire	Safety Equip	Increase	4,717
Highway	Equipment	Increase	5,290
Contingency	Unrestricted	Decrease	15,357

Capital Improvement Fund

Info Tech	Software	Increase	4,500
Highway	Bridges	Increase	75,000
Highway	College Ave Pathway	Decrease	75,000
Park	Equipment	Increase	11,593
Contingency	Unrestricted	Decrease	16,093

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

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

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

APPROVED:

ATTEST:

Stephen R Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE July 19, 2016
REPORTS & RECOMMENDATIONS	May, 2016 Monthly Financial Report	ITEM NUMBER <i>G.116.</i>

Background

The May, 2016 Financial Report is attached.

The Finance Committee has reviewed this report and recommends its acceptance. Highlights of the report are contained in the transmittal memo.

The Finance Director will be on hand to answer any questions.

COUNCIL ACTION REQUESTED

Motion to Receive and place on file



City of Franklin

Date: June 15, 2016
To: Mayor Olson, Common Council and Finance Committee Members
From: Paul Rotzenberg, Director of Finance & Treasurer
Subject: May 2016 Financial Report

The May, 2016 financial reports for the General Fund, Debt Service Fund, TID3 Fund, TID 4 Fund, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, Street Improvement Fund, Development Fund, Utility Development, Self Insurance Fund and Employee Retirement Insurance Fund are attached.

The budget allocation is completed using an average of the last five years actual spending. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial results.

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored. The overdraft in the Retiree Health Fund relates to funds advanced by the General Fund to the Trust in excess of the Annually Required Contributions.

Cash & Investments in General Government declined \$7,529,620 from April to May. The use of \$5.8 million of Debt proceeds to refund the 2007 bonds account for the bulk of the reduction. Payment of General Fund payroll and operating costs account for the remainder.

General Fund revenues of \$15,292,063 are \$731,268 greater than budget. Nearly all of this is faster collection of Real Estate taxes, which will disappear as the year progresses. Real Estate taxes comprise 83.5% of total revenues thru May 31. The perceived improvement in Intergovernmental Revenues represents one of those budget timing issues noted above. Building permit revenue of \$191,039 is 29.0% of budget, compared to an expected 42% at this time. Fire plan review revenues of \$9,228, represents only 13% of budget and are slower than expected due to staffing issues in the Fire Dept.

Other items of note in the General Fund activity are:

- Investment income exceeds budget for two reasons, more funds are being kept in the higher earning reserve portfolio and unrealized gains on the investments as interest rates have declined compared to late 2015.
- General Government expenditures are under budget primarily due to late billings for professional services. The Assessor fees (\$49,000) are the largest delayed invoices. Mailing costs are \$10,000 favorable as well. Data processing costs are \$20,000 lower than expected, which are more likely timing issues than reduced spending.
- Public Safety – the lack of a contract settlement with Public Safety unions has delayed a budgeted wage increase, and a vacant fire position is resulting in a temporary variance. Overtime in the Fire Dept is \$100,000 over budget related to personnel issues. The union contract will get settled and reverse the variance. Likely a budget amendment will be needed to deal with the Overtime issue.
- Public Works underspending is related to a personnel issue and delayed wage increases.
- None of the Contingency appropriations have been spent to date.

Overall, General Fund expenditures of \$10,252,517 are \$340,808 underspent to budget.

A \$5,039,546 surplus is \$1,072,076 greater than budget. This surplus will slowly disappear as tax revenues are substantially collected, but personnel costs occur ratably across the year.

DEBT SERVICE – Debt payments were made March 1 as required. The April/May refunding activity reflects the sale of the new bonds.

TID3 – Tax revenues were slightly greater than the Budget. Expenditures for the S 27th Street project are composed of the sidewalk, street lighting, streetscaping and water main elements. Few of the contractor invoices for this work have arrived as yet.

TID4 – Tax receipts are \$89,709 great than budget due to the overlapping taxing authorities tax levies. The TID retired the remaining portion of the Interfund Advance in February. No project costs are expected in 2016.

SOLID WASTE FUND – Revenue is comparable to budget and 2015. Tipping Fee costs are arriving late, and so are not reflected in results.

CAPITAL OUTLAY FUND – revenues are in line with budget. Public Safety purchases relate to six police squad cars, while the Public Works expenditure was the purchase of the stump grinder. The contingency purchases were fire safety equipment, mailboxes and street lights.

EQUIPMENT REPLACEMENT FUND – Revenues are in line with budget. Purchases are in process for the Utility Tractor, Super Duty 75, Snow blower, Tandem Axel Truck, Wheel Loader and a Ford F-550.

CAPITAL IMPROVEMENT FUND – Project expenditures for the Fire Station #1 roof, St Martin's Road Culvert project, Emergency Vehicle Preemption system, various park projects and Utility work on S North Cape Road have occurred

STREET IMPROVEMENT FUND – Revenues are in line with budget. The encumbrance for the 2016 Street Improvement program is now in place.

DEVELOPMENT FUND – Impact fee collections in May were impacted by the Building Permit on the Autumn Leaves project. Impact fee collections now exceed budget by \$161,733. Transfers to the Debt Service fund were made in March to support the prior Police, Fire and Library projects. \$127,172 of park impact fees have been transferred to the Capital Improvement fund to date.

UTILITY DEVELOPMENT FUND – activity has been minimal with few connection fees or Special Assessments collected. The bulk of the Special Assessment collections occur in December with billing the tax roll.

SELF INSURANCE FUND – Premium revenues are approximately equal to budget. Claims costs are stronger than last year through May. The fund operated at a \$187,415 deficit thru May, 2016. Things can change quickly in this fund.

RETIREE HEALTH FUND – Insurance results generated a \$58,299 Implicit rate subsidy thru May. That reflects higher than normal claims. The Annual Required Contribution has been substantially offset by the Implicit rate subsidy at this point in time. Due to an overpayment of the 2015 ARC, it is expected that the 2016 ARC will be reduced by \$150,000 and the Trust will be required to fund claims in 2016.

Caution is advised when reviewing results over such a short period of time. Investment results have been favorable \$129,780, following market performance early in 2016. Investment results in the equity markets can be volatile, again caution is advised.

City of Franklin
Cash & Investments Summary
May 31, 2016

	Cash	American Deposit Management	Institutional Capital Management	Local Gov't Invest Pool & Other	Total	April Total
General Fund	\$ (107,474)	\$ 786,357	\$ 11,455,532	\$ 234,065	\$ 12,368,480	\$ 13,960,570
Debt Service Funds	39,125	80,150	437,010	674	556,960	6,495,631
TIF Districts	30,901	3,763,600	-	-	3,794,500	3,785,744
Nonmajor Governmental Funds	698,170	6,379,815	6,868,111	-	13,946,096	13,953,711
Total Governmental Funds	660,722	11,009,922	18,760,653	234,740	30,666,036	38,195,656
Sewer Fund	14,454	802,011	-	-	816,465	1,117,055
Water Utility	355,860	666,097	-	-	1,021,957	1,434,468
Self Insurance Fund	9,161	150,166	3,056,620	-	3,215,947	3,315,163
Retiree Health Fund	(155,810)	-	-	4,838,667	4,682,857	4,653,824
Property Tax Fund	2,440,223	276,430	-	2,000,299	4,716,951	720,926
Other Trust Funds	10,096	-	-	-	10,096	7,696
Total Other Funds	2,673,983	1,894,704	3,056,620	6,838,965	14,464,273	11,249,132
Grand Total Cash & Investments	3,334,705	12,904,626	21,817,273	7,073,705	45,130,308	49,444,788
Average Rate of Return		0.41%	1.14%	0.42% LGIP only		
Maturities:						
Demand	3,334,705	11,924,626	26,359	2,449,275	17,734,965	22,207,712
Fixed Income & Equities	-	-	-	3,802,310	3,802,310	3,756,707
2016	-	735,000	6,003,779	-	6,738,779	6,741,062
2017	-	245,000	6,019,441	172,652	6,437,093	6,446,421
2018	-	-	4,178,454	172,256	4,350,710	4,358,854
2019	-	-	2,010,032	151,088	2,161,120	2,166,047
2020	-	-	3,579,208	149,352	3,728,560	3,590,552
2021	-	-	-	176,773	176,773	177,432
	3,334,705	12,904,626	21,817,273	7,073,705	45,130,309	49,444,788

2015 Financial Report
General Fund Summary

For the Five months ended May 31, 2016 and 2015

Revenue	2016		2016		2016		Variance to Budget	2015
	Original Budget	Amended Budget	Year-to-Date Budget	Year-to-Date Actual	Year-to-Date Budget	Year-to-Date Actual		
Property Taxes	\$ 16,248,800	\$ 16,248,800	\$ 12,063,438	\$ 12,775,916	\$ 712,478	\$ 12,378,685		
Other Taxes	785,000	785,000	225,463	220,633	(4,830)	193,941		
Intergovernmental Revenue	2,321,200	2,321,200	471,366	584,472	113,106	622,399		
Licenses & Permits	843,550	843,550	365,973	305,073	(60,900)	316,324		
Law and Ordinance Violations	440,000	440,000	214,135	220,696	6,561	226,146		
Public Charges for Services	1,544,975	1,544,975	577,715	484,632	(93,083)	555,981		
Intergovernmental Charges	203,200	203,200	23,137	-	(23,137)	36,452		
Investment Income	205,200	205,200	85,500	131,900	46,400	134,445		
Miscellaneous Revenue	163,900	163,900	65,560	110,241	44,681	48,276		
Transfer from Other Funds	1,100,000	1,100,000	468,508	458,500	(10,008)	458,500		
Total Revenue	\$ 23,855,825	\$ 23,855,825	\$ 14,560,795	\$ 15,292,063	\$ 731,268	\$ 14,971,149		

105.02%

Expenditures	2016		2016		2016		Variance to Budget	2015
	Original Budget	Amended Budget	Year-to-Date Budget	Year-to-Date Actual	Year-to-Date Budget	Year-to-Date Actual		
General Government	\$ 3,052,443	\$ 3,081,510	\$ 1,425,227	\$ 1,296,654	E \$ 128,573	\$ 1,247,950		
Public Safety	16,128,832	16,142,346	7,053,839	6,652,286	E 401,553	6,661,329		
Public Works	3,612,003	3,675,043	1,494,232	1,330,229	E 164,003	1,292,086		
Health and Human Services	684,191	684,191	282,845	252,425	E 30,420	257,935		
Other Culture and Recreation	191,911	193,911	67,401	55,530	E 11,871	55,644		
Conservation and Development	579,858	618,273	228,145	270,124	E (41,979)	242,528		
Contingency and Unclassified	552,500	552,500	233,207	14	E 233,193	170,233		
Anticipated underexpenditures	(470,220)	(470,220)	(191,571)	-	(191,571)	-		
Transfers to Other Funds	1,224,000	1,224,000	-	500,000	(500,000)	500,000		
Encumbrances	-	-	-	(104,745)	104,745	(217,519)		
Total Expenditures	\$ 25,555,518	\$ 25,701,554	\$ 10,593,325	\$ 10,252,517	\$ 340,808	\$ 10,210,186		

96.78%

Excess of revenue over (under) expenditures

Fund balance, beginning of year

Fund balance, end of period

A Represents an amendment to Adopted Budget

E Represents an encumbrance for

Debt Service Funds
Balance Sheet
May 31, 2016 and 2015

	2016 Special Assessment	2016 Debt Service	2016 Total	2015 Special Assessment	2015 Debt Service	2015 Total
Assets						
Cash and investments	\$ 510,035	\$ 46,924	\$ 556,959	\$ 455,737	\$ 51,643	\$ 507,380
Taxes receivable	-	-	-	-	-	-
Special assessment receivable	111,456	-	111,456	136,635	-	135,635
Total Assets	\$ 621,491	\$ 46,924	\$ 668,415	\$ 591,372	\$ 51,643	\$ 643,015
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 111,456	-	\$ 111,456	\$ 136,635	-	\$ 136,635
Due to other funds	-	-	-	-	-	-
Unassigned fund balance	510,036	46,924	556,960	455,737	51,643	507,380
Total Liabilities and Fund Balance	\$ 621,492	\$ 46,924	\$ 668,416	\$ 592,372	\$ 51,643	\$ 644,015

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015

	2016 Special Assessment	2016 Debt Service	2016 Year-to-Date Actual	2016 Annual Budget	Variance to Budget	2015 Special Assessment	2015 Debt Service	2015 Year-to-Date Actual	2015 Annual Budget	Variance to Budget
Revenue										
Property Taxes	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ -
Special Assessments	-	-	-	-	-	7,108	-	7,108	-	7,108
Investment Income	4,010	2,314	6,324	-	6,324	2,391	29	2,420	-	2,420
GO Debt Issuance	-	5,924,202	5,924,202	-	5,924,202	-	-	-	-	-
Total Revenue	4,010	7,426,516	7,430,526	1,500,000	5,930,526	9,499	1,600,029	1,609,528	1,600,000	9,528
Expenditures:										
Debt Service:										
Principal	-	7,195,000	7,195,000	1,300,000	(5,895,000)	-	595,000	595,000	520,000	(75,000)
Interest	-	201,728	201,728	291,298	89,570	-	154,113	154,113	418,365	264,252
Bond Issuance Cost	-	53,920	53,920	-	(53,920)	-	-	-	-	-
Interfund Interest Expense	-	-	-	-	-	-	3,561	3,561	3,561	-
Total expenditures	-	7,450,648	7,450,648	1,591,298	(5,859,350)	-	752,674	752,674	941,926	189,252
Transfers in	-	69,799	69,799	205,000	(135,201)	(100,000)	175,247	175,247	416,926	(241,679)
Transfers out	-	-	-	-	-	(90,501)	1,022,602	932,101	-	100,000
Net change in fund balances	4,010	45,667	49,677	113,702	(64,025)	546,238	(970,959)	(424,721)	1,075,000	57,101
Fund balance, beginning of year	506,026	1,257	507,283	507,283	-	\$ 455,737	\$ 51,643	\$ 507,380	\$ 650,279	-
Fund balance, end of period	\$ 510,036	\$ 46,924	\$ 556,960	\$ 620,985						

**City of Franklin
Tax Increment Financing District #3
Balance Sheet
May 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 2,556,693	\$ 2,809,425
Accounts & Interest receivable	-	226
Total Assets	<u>\$ 2,556,693</u>	<u>\$ 2,809,651</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 517,352	\$ 789
Line of Credit Advance from Development Fund	550,000	1,700,000
Total Liabilities	1,067,352	1,700,789
Unassigned fund balance	1,489,341	1,108,862
Total Fund Balance	<u>1,489,341</u>	<u>1,108,862</u>
 Total Liabilities and Fund Balance	 <u>\$ 2,556,693</u>	 <u>\$ 2,809,651</u>

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015**

	<u>2016 Annual Budget</u>	<u>2016 Amended Budget</u>	<u>2016 Year-to-Date Budget</u>	<u>2016 Year-to-Date Actual</u>	<u>2015 Year-to-Date Actual</u>
Revenue					
General property tax levy	\$ 1,708,000	\$ 1,708,000	\$ 1,708,000	\$ 1,730,642	\$ 1,681,577
State exempt computer aid	420,000	420,000	-	-	-
Investment income	3,000	3,000	1,678	6,302	97,547
Total revenue	<u>2,131,000</u>	<u>2,131,000</u>	<u>1,709,678</u>	<u>1,736,944</u>	<u>1,779,124</u>
 Expenditures					
Debt service principal	650,000	650,000	650,000	650,000	20,000
Debt service interest & fees	86,750	86,750	25,071	46,619	18,999
Administrative expenses	13,020	13,020	3,472	16,984	8,919
Interfund interest	22,668	22,668	5,827	8,166	19,576
Capital outlays	1,205,000	3,525,289	535,853	2,349,140	1,399,007
Encumbrances	-	-	-	(1,826,846)	(448,261)
Total expenditures	<u>1,977,438</u>	<u>4,297,727</u>	<u>1,220,223</u>	<u>1,244,063</u>	<u>1,018,240</u>
 Revenue over (under) expenditures	 153,562	 (2,166,727)	 <u>\$ 489,455</u>	 492,881	 760,884
 Fund balance, beginning of year	 <u>996,460</u>	 <u>996,460</u>		 <u>996,460</u>	 <u>347,978</u>
 Fund balance, end of period	 <u>\$ 1,150,022</u>	 <u>\$ (1,170,267)</u>		 <u>\$ 1,489,341</u>	 <u>\$ 1,108,862</u>

City of Franklin
Tax Increment Financing District #4
Balance Sheet
May 31, 2016 and 2015

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 1,237,808	\$ 104,509
Total Assets	<u>\$ 1,237,808</u>	<u>\$ 104,509</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 182	\$ 247
Interfund Advance from Development Fund	-	238,000
Total Liabilities	<u>182</u>	<u>238,247</u>
Unassigned Fund Balance	1,237,626	(133,738)
Total Liabilities and Fund Balance	<u>\$ 1,237,808</u>	<u>\$ 104,509</u>

Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015

	<u>2016</u> <u>Annual</u> <u>Budget</u>	<u>2015</u> <u>Amended</u> <u>Budget</u>	<u>2016</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2016</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2015</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue					
General property tax levy	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,289,709	\$ 1,009,060
State exempt computer aid	19,000	19,000	-	-	-
Payment in Lieu of Taxes	92,000	92,000	\$ 92,000	91,206	92,021
Investment income	-	-	-	1,729	280
Total revenue	<u>1,311,000</u>	<u>1,311,000</u>	<u>1,292,000</u>	<u>1,382,644</u>	<u>1,101,361</u>
Expenditures					
Debt service/interfund interest	5,415	5,415	\$ 2,470	920	6,535
Administrative expenses	40,855	52,955	17,022	17,982	31,992
Capital outlays	-	-	-	-	-
Encumbrances	-	-	-	(12,100)	(17,300)
Total expenditures	<u>46,270</u>	<u>58,370</u>	<u>19,492</u>	<u>6,802</u>	<u>21,227</u>
Revenue over (under) expenditures	1,264,730	1,252,630	<u>\$ 1,272,508</u>	1,375,842	1,080,134
Fund balance, beginning of year	<u>(138,216)</u>	<u>(138,216)</u>		<u>(138,216)</u>	<u>(1,213,872)</u>
Fund balance, end of period	<u>\$ 1,126,514</u>	<u>\$ 1,114,414</u>		<u>\$ 1,237,626</u>	<u>\$ (133,738)</u>

**City of Franklin
Solid Waste Collection Fund
Balance Sheet
May 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 1,184,055	\$ 1,118,068
Total Assets	<u>\$ 1,184,055</u>	<u>\$ 1,118,068</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 138,316	\$ 139,402
Accrued salaries & wages	292	544
Restricted fund balance	1,045,447	978,122
Total Liabilities and Fund Balance	<u>\$ 1,184,055</u>	<u>\$ 1,118,068</u>

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015**

<u>Revenue</u>	<u>2016 Adopted Budget</u>	<u>2016 Year-to-Date Budget</u>	<u>2016 Year-to-Date Actual</u>	<u>2015 Year-to-Date Actual</u>
Grants	\$ 69,200	51,900	\$ 65,995	\$ 69,191
User Fees	1,179,915	1,169,909	1,198,161	1,172,069
Landfill Operations-tippage	335,000	99,028	104,579	97,267
Investment Income	2,000	894	5,739	1,102
Sale of Recyclables	5,050	2,104	905	224
Total Revenue	<u>1,591,165</u>	<u>1,323,835</u>	<u>1,375,379</u>	<u>1,339,853</u>
Expenditures:				
Personal Services	23,669	9,770	8,333	8,169
Refuse Collection	667,931	278,305	274,529	273,728
Recycling Collection	357,306	148,878	151,734	151,163
Leaf & Brush Pickups	54,345	22,644	17,787	17,735
Tippage Fees	425,000	177,083	136,485	126,232
Miscellaneous	3,500	1,458	1,893	1,089
Printing	1,800	750	115	-
Total expenditures	<u>1,533,551</u>	<u>638,138</u>	<u>590,876</u>	<u>578,116</u>
 Revenue over (under) expenditures	 57,614	 <u>685,697</u>	 784,503	 761,737
 Fund balance, beginning of year	 <u>260,944</u>		 <u>260,944</u>	 <u>216,385</u>
 Fund balance, end of period	 <u>\$ 318,558</u>		 <u>\$ 1,045,447</u>	 <u>\$ 978,122</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
May 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 784,861	\$ 926,027
Total Assets	<u>\$ 784,861</u>	<u>\$ 926,027</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 13,989	\$ 8,967
Miscellaneous claims payable	6,422	12,508
Encumbrance	97,723	124,604
Assigned fund balance	666,727	779,948
Total Liabilities and Fund Balance	<u>\$ 784,861</u>	<u>\$ 926,027</u>

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015**

<u>Revenue</u>	<u>2016 Amended Budget</u>	<u>2016 Year-to-Date Budget</u>	<u>2016 Year-to-Date Actual *</u>	<u>2015 Year-to-Date Actual</u>
Property Taxes	\$ 437,100	\$ 437,100	\$ 437,100	\$ 433,200
Grants	-	-	2,000	3,915
Landfill Siting	67,000	42,960	37,100	38,700
Investment Income	4,500	1,875	6,457	4,027
Miscellaneous Revenue	25,000	7,806	7,076	-
Transfers from Other Funds				475,000
Transfers from Fund Balance				
Total Revenue	<u>533,600</u>	<u>489,741</u>	<u>489,733</u>	<u>954,842</u>
Expenditures:				
General Government	281,939	43,776	16,887	27,745
Public Safety	650,058	332,563	385,290	323,154
Public Works	90,009	60,240	68,903	124,529
Health and Human Services	3,500	1,458	-	-
Culture and Recreation	31,169	3,586	2,729	1,399
Conservation and Development	4,250	1,771	-	1,415
Contingency	60,100	20,833	15,357	-
Total expenditures	<u>1,121,025</u>	<u>464,227</u>	<u>489,166</u>	<u>478,242</u>
Revenue over (under) expenditures	(587,425)	<u>25,514</u>	567	476,600
Fund balance, beginning of year	<u>662,952</u>		<u>666,160</u>	<u>303,348</u>
Fund balance, end of period	<u>\$ 75,527</u>		<u>\$ 666,727</u>	<u>\$ 779,948</u>

* Amount shown is actual expenditures plus encumbrance

**City of Franklin
Equipment Replacement Fund
Comparative Balance Sheet
May 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 2,628,690	\$ 2,432,530
Total Assets	\$ 2,628,690	\$ 2,432,530
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 3,229
Encumbrance	422,029	179,440
Assigned fund balance	2,206,661	2,249,861
Total Liabilities and Fund Balance	\$ 2,628,690	\$ 2,432,530

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015**

	<u>2016</u>	<u>2016</u>	<u>2016</u>	<u>2015</u>
	<u>Amended</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Revenue:				
Property Taxes	\$ 342,600	\$342,600	\$ 342,600	\$ 339,500
Landfill	200,000	126,293	102,900	55,600
Investment Income	20,000	8,333	15,976	16,796
Transfers from Other Funds	-	-	-	-
Property Sales	15,000	6,250	14,954	6,591
Total revenue	577,600	483,476	476,430	418,487
Expenditures:				
Public Safety	-	-	-	178,784
Public Works	655,000	107,511	574,412	179,515
Total expenditures	655,000	107,511	574,412	358,299
Revenue over (under) expenditures	(77,400)	375,965	(97,982)	60,188
Fund balance, beginning of year	2,304,643		2,304,643	2,189,673
Fund balance, end of period	\$ 2,227,243		\$ 2,206,661	\$ 2,249,861

* Amount shown is actual expenditures plus emcumbance

**City of Franklin
Capital Improvement Fund
Balance Sheet
May 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 2,037,756	\$ 2,028,649
Accrued receivables	22,596	847
Total Assets	<u>\$ 2,060,352</u>	<u>\$ 2,029,496</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 11,825	\$ -
Contracts Payable	28,975	120,274
Accrued payables	-	7,457
Encumbrance	492,272	76,868
Assigned fund balance	1,527,280	1,824,897
Total Liabilities and Fund Balance	<u>\$ 2,060,352</u>	<u>\$ 2,029,496</u>

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015**

	<u>2016 Original Budget</u>	<u>2016 Amended Budget</u>	<u>2016 Year-to-Date Totals</u>	<u>2015 Year-to-Date Totals</u>
Revenue:				
Block Grants	\$ 65,193	\$ 65,193	\$ -	\$ -
Landfill Siting	498,000	498,000	66,666	56,335
Transfers from General Funds	1,200,000	1,200,000	500,000	-
Transfers from Impact Fees	420,953	420,953	127,172	5,917
Transfers from Connection Fees	500,000	500,000	-	-
Bond Proceeds	1,000,000	1,000,000	-	-
Refunds & Reimbursements	-	-	-	-
Investment Income	5,000	5,000	3,219	1,770
Total revenue	<u>3,689,146</u>	<u>3,689,146</u>	<u>697,057</u>	<u>64,022</u>
Expenditures:				
General Government	495,000	475,000	-	-
Public Safety	548,800	666,364	93,131	-
Public Works	921,000	998,018	216,173	1,064
Culture and Recreation	1,242,209	1,554,624	425,059	101,201
Sewer & Water	500,000	613,500	113,657	77,228
Contingency	68,350	68,350	11,593	35,233
Bond/Note Issuance Cost	50,000	50,000	-	-
Total expenditures	<u>3,825,359</u>	<u>4,425,856</u>	<u>859,613</u>	<u>214,726</u>
Revenue over (under) expenditures	(136,213)	(736,710)	(162,556)	(150,704)
Fund balance, beginning of year	1,689,836	1,689,836	1,689,836	1,975,601
Fund balance, end of period	<u>\$ 1,553,623</u>	<u>\$ 953,126</u>	<u>\$ 1,527,280</u>	<u>\$ 1,824,897</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
May 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 1,007,290	\$ 1,015,729
Total Assets	\$ 1,007,290	\$ 1,015,729
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 6,433
Encumbrances	903,806	822,353
Assigned fund balance	103,484	186,943
Total Liabilities and Fund Balance	\$ 1,007,290	\$ 1,015,729

**Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015**

	<u>2016 Amended Budget</u>	<u>2016 Year-to-Date Totals</u>	<u>2015 Year-to-Date Totals</u>
Revenue:			
Property Taxes	\$ 693,500	\$ 693,500	\$ 687,300
Landfill Siting	133,000	67,900	74,000
Investment Income	5,500	3,065	2,986
Local Road Improvement Aids	70,000	-	-
Refunds and Reimbursements	-	-	2,441
Transfer from General Fund	-	-	25,000
Total revenue	902,000	764,465	791,727
Expenditures:			
Street Reconstruction Program - Current Year	940,000	906,936	834,221
Street Reconstruction Program - Prior Year(s)	-	-	1,399
Total expenditures	940,000	906,936	835,620
Revenue over (under) expenditures	(38,000)	(142,471)	(43,893)
Fund balance, beginning of year	245,955	245,955	230,836
Fund balance, end of period	\$ 207,955	\$ 103,484	\$ 186,943

**City of Franklin
Development Fund
Comparative Balance Sheet
May 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 3,812,094	\$ 3,471,798
Due From Debt Service Fund	-	-
Due From TID 3	275,000	850,000
Total Assets	\$ 4,087,094	\$ 4,321,798
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Non-Spendable Fund Balance - Advances	275,000	850,000
Encumbrance	3,321	10,000
Assigned fund balance	3,808,773	3,461,798
Total Fund Balance	4,083,773	4,311,798
Total Liabilities and Fund Balance	\$ 4,087,094	\$ 4,321,798

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015**

	<u>2016 Amended Budget</u>	<u>2016 Year-to-Date Budget</u>	<u>2016 Year-to-Date Actual</u>	<u>2015 Year-to-Date Actual</u>
Revenue:				
Impact Fee: Parks	\$ 175,000	\$ 77,948	\$ 146,668	\$ 75,573
Impact Fee: Administration	5,000	2,172	3,575	1,870
Impact Fee: Water	200,000	81,005	144,335	72,316
Impact Fee: Transportation	37,000	10,530	5,313	2,480
Impact Fee: Fire Protection	40,000	15,563	21,225	10,703
Impact Fee: Law Enforcement	73,000	28,202	39,426	19,916
Impact Fee: Library	55,000	24,413	41,024	20,949
Total Impact Fees	585,000	239,833	401,566	203,807
Investment Income	25,000	10,416	26,763	13,787
Interfund Interest Income	11,334	4,723	4,083	15,058
Total revenue	621,334	254,972	432,412	232,652
Expenditures:				
Other Professional Services	3,321	-	3,321	10,030
Transfer to Debt Service:				
Law Enforcement	205,006	50,945	21,681	25,061
Fire	42,958	27,472	37,637	37,137
Transportation	73,613	16,903	-	-
Library	134,040	49,229	10,481	13,048
Total Transfers to Debt Service	455,617	144,549	69,799	75,246
Transfer to Capital Improvement Fund:				
Park	420,953	1,550	127,172	5,917
Total Transfers to Capital Improvement	420,953	1,550	127,172	5,917
Transfer to Water Utility	500,000	208,333	-	-
Total expenditures	1,379,891	354,432	200,292	91,193
Revenue over (under) expenditures	(758,557)	(99,460)	232,120	141,459
Fund balance, beginning of year	3,851,653		3,851,653	4,170,339
Fund balance, end of period	\$ 3,093,096		\$ 4,083,773	\$ 4,311,798

**City of Franklin
Utility Development Fund
Comparative Balance Sheet
May 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments - Water	\$ 372,200	\$ 248,221
Cash and investments - Sewer	557,981	443,940
Special Assessment - Water Current	316,797	396,929
Special Assessment - Water Deferred	355,716	297,811
Special Assessment - Sewer Current	393,369	475,203
Special Assessment - Sewer Deferred	108,128	70,898
Reserve for Uncollectable	(95,136)	-
Total Assets	<u>\$ 2,009,055</u>	<u>\$ 1,933,002</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	1,078,875	1,240,841
Total Fund Balance	930,180	692,161
Total Liabilities and Fund Balance	<u>\$ 2,009,055</u>	<u>\$ 1,933,002</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015**

	<u>2016 Original Budget</u>	<u>2016 Year-to-Date Budget</u>	<u>2016 Year-to-Date Actual</u>	<u>2015 Year-to-Date Actual</u>
Revenue:				
Special Assessments				
Water	\$ 101,150	\$ 32,821	\$ 13,880	\$ -
Sewer	94,100	44,965	-	4,460
Connection Fees				
Water	4,100	3,098	-	2,069
Sewer	35,000	15,373	7,800	12,900
				-
Total Impact Fees	<u>234,350</u>	<u>96,257</u>	<u>21,680</u>	<u>19,429</u>
Special Assessment Interest	58,000	22,594	81	(245)
Investment Income	1,650	688	1,416	546
Total revenue	<u>294,000</u>	<u>119,539</u>	<u>23,177</u>	<u>19,730</u>
Transfer to Capital Improvement Fund:				
Water	250,000	-	-	-
Sewer	250,000	-	-	-
Total Transfers to Capital Improven	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(206,000)	119,539	23,177	19,730
Fund balance, beginning of year			<u>907,003</u>	<u>672,431</u>
Fund balance, end of period			<u>\$ 930,180</u>	<u>\$ 692,161</u>

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
May 31, 2016 and 2015

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 3,215,947	\$ 2,774,045
Accounts receivable	576	12,081
Interfund advance receivable	275,000	1,088,000
Prepaid expenses	57,500	57,500
Total Assets	<u>\$ 3,549,023</u>	<u>\$ 3,931,626</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 4,056	\$ 35,595
Claims payable	270,500	370,500
Unrestricted net assets	3,274,467	3,525,531
Total Liabilities and Fund Balance	<u>\$ 3,549,023</u>	<u>\$ 3,931,626</u>

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015

	<u>2016</u>	<u>2016</u>	<u>2016</u>	<u>2015</u>
<u>Revenue</u>	<u>Budget</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
		<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Medical Premiums-City	\$ 2,419,184	1,018,972	\$ 1,034,774	\$ 1,082,617
Medical Premiums-Employee	384,955	160,747	172,547	175,307
Other - Investment Income, etc.	56,004	22,335	27,670	26,856
Medical Revenue	<u>2,860,143</u>	<u>1,202,054</u>	<u>1,234,991</u>	<u>1,284,780</u>
Dental Premiums-City	112,600	39,903	44,601	43,881
Dental Premiums-Retirees	5,750	2,419	1,728	1,728
Dental Premiums-Employee	55,150	28,709	23,265	22,491
Dental Revenue	<u>173,500</u>	<u>71,031</u>	<u>69,594</u>	<u>68,100</u>
Total Revenue	<u>3,033,643</u>	<u>1,273,085</u>	<u>1,304,585</u>	<u>1,352,880</u>
Expenditures:				
Active Employees-Medical				
Medical claims - Current Year	2,275,000	675,885	659,144	514,117
Excess claims	600,000	178,256	-	-
Medical claims - Prior Year	-	-	250,076	195,217
Prescription drug claims	-	-	115,877	120,267
Refunds-Stop Loss Coverage	-	-	3,376	(11,697)
Total Claims-Actives	<u>2,875,000</u>	<u>854,141</u>	<u>1,028,473</u>	<u>817,904</u>
Medical Claim Fees	215,000	93,413	77,244	69,092
Memberships	-	-	3,120	3,180
Miscellaneous Wellness	18,876	7,865	8,480	6,643
Section 125 administration Fee	6,200	2,583	(227)	(1,538)
Stop Loss Premiums	675,000	294,383	270,232	257,473
ACA Fees	70,000	29,167	24,762	35,203
Total Medical Costs-Actives	<u>3,860,076</u>	<u>1,281,552</u>	<u>1,412,084</u>	<u>1,187,957</u>
Active Employees-Dental				
Dental claims - Current Year	150,000	59,318	56,876	64,051
Dental claims - Prior Year	2,000	1,948	11,711	9,846
Dental Claim Fees	12,000	5,113	5,107	3,657
Total Dental Costs-Actives	<u>164,000</u>	<u>66,379</u>	<u>73,694</u>	<u>77,554</u>
Retirees-Dental				
Dental claims - Current Year	5,200	1,876	5,476	1,456
Dental claims - Prior Year	900	642	668	482
Dental Claim Fees	200	92	78	71
Total Dental Costs-Retirees	<u>6,300</u>	<u>2,610</u>	<u>6,222</u>	<u>2,009</u>
Total Dental Costs	<u>170,300</u>	<u>68,989</u>	<u>79,916</u>	<u>79,563</u>
Total Expenditures	<u>4,030,376</u>	<u>1,350,541</u>	<u>1,492,000</u>	<u>1,267,520</u>
Revenue over (under) expenditures	(996,733)	<u>\$ (77,456)</u>	(187,415)	85,360
Net assets, beginning of year	<u>3,461,882</u>		<u>3,461,882</u>	<u>3,440,171</u>
Net assets, end of period	<u>\$ 2,465,149</u>		<u>\$ 3,274,467</u>	<u>\$ 3,525,531</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
May 31, 2016 and 2015

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ -	\$ -
Investments held in trust - Fixed Inc	1,271,988	1,174,195
Investments held in trust - Equities	3,566,680	3,660,815
Accounts receivable	2,699	7,374
Due from Water Utility	178	730
Total Assets	<u>\$ 4,841,545</u>	<u>\$ 4,843,114</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 353	\$ 5,052
Claims payable	45,000	57,482
Due to City	155,810	100,047
Net assets held in trust for post emp	4,640,382	4,680,532
Total Liabilities and Fund Balance	<u>\$ 4,841,545</u>	<u>\$ 4,843,113</u>

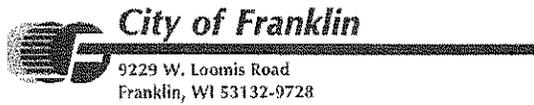
City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Five months ended May 31, 2016 and 2015

<u>Revenue</u>	<u>2016</u>	<u>2015</u>
	<u>Year-to-Date</u>	<u>Year-to-Date</u>
	<u>Actual</u>	<u>Actual</u>
ARC Medical Charges - City	\$ 58,329	\$ 46,265
Medical Charges - Retirees	42,143	39,503
Implicit Rate Subsidy	58,299	97,054
Interest Income	-	-
Medical Revenue	<u>158,771</u>	<u>182,822</u>
Expenditures:		
Retirees-Medical		
Medical claims - Current Year	43,803	172,536
Medical claims - Prior Year	32,845	24,435
Prescription drug claims	39,987	30,152
Refunds-Stop Loss Coverage	2,097	(68,124)
Total Claims-Retirees	<u>118,732</u>	<u>158,999</u>
Medical Claim Fees	6,765	3,367
Stop Loss Premiums	31,005	17,200
Miscellaneous Expense	255	225
ACA Fees	2,014	3,031
Total Medical Costs-Retirees	<u>158,771</u>	<u>182,822</u>
Revenue over (under) expenditures	-	-
Annual Required Contribution-Net	(7,383)	94,406
Other - Investment Income, etc.	129,780	167,887
Total Revenues	<u>122,397</u>	<u>262,293</u>
Net Revenues (Expenditures)	122,397	262,293
Net assets, beginning of year	<u>4,517,985</u>	<u>4,418,239</u>
Net assets, end of period	<u>\$ 4,640,382</u>	<u>\$ 4,680,532</u>

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/19/16
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.

See attached list from meeting of July 19, 2016.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

**License Committee
Agenda*
Aldermen's Room
July 19, 2016 – 5:40 pm**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – New 2016-17 5:45 p.m.	Bryttnie L Tarczewski 10804 S Richard Rd Oak Creek, WI 53154 Bowery Bar & Grill			
Operator – Renewal 2016-17	Qyinn M Applin 4521 W Ramsey Ave, #65 Greendale, WI 53129 Country Lanes			
Operator – New 2016-17	Jamie A Coss 8410 Horizon Dr Burlington, WI 53105 Hodach Citgo			
Operator – New 2016-17	Jessica M Curler S77W18513 Janesville Rd, #A5 Muskego, WI 53150 Swiss Street Pub & Grill			
Operator – New 2016-17	Ciara M Duffy 8039 S 85 th St Franklin, WI 53132 Target Store T-2388			
Operator – Renewal 2016-17	Emily M Kleist W198S10993 Racine Ave Muskego, WI 53150 Walgreen #05459			
Operator – New 2016-17	Andrew J Martel 2211 W Vista Bella Dr Oak Creek, WI 53154 Point After			
Operator – New 2016-17	Mark E Mastrostefano 8575 W Woodfield Ct Franklin, WI 53132 Point After			
Operator – New 2016-17	Dylan T McHugh 1850 New St, #201 Union Grove, WI 53182 Walgreen #05884			
Operator – Renewal 2016-17	Kristen A Menzel 6938A S Howell Ave Oak Creek, WI 53154 Rawson Pub			
Operator – New 2016-17	Olyvia S Moczynski W148S8290 Harvest Ct Muskego, WI 53150 Rock Sports Complex			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator – New 2016-17	Cassandra L Pofahl 1311 S 106 th St West Allis, WI 53214 Rawson Pub			
Operator – New 2016-17	Beth A Potrykus 7134 Brunn Dr Franklin, WI 53132 Target Store			
Operator – New 2016-17	Syed K Rafiuddin 10380 W Plum Tree Cir., #104 Hales Corners, WI 53130 Midtown Gas & Liquor			
Operator – New 2016-17	Bobette A Sakiewicz 9205 S Orchard Park Cir, #2A Oak Creek, WI 53154 Walgreen #05884			
Operator – Renewal 2016-17	Jonah T Spaay 5819 Dale Ln Greendale, WI 53129 Point After			
Operator – New 2016-17	Jeffrey F Terp 26430 Grace Dr Wind Lake, WI 53185 Franklin Lions Club			
Operator – Renewal 2016-17	Balbir K Toor 3840 W Jerelin Dr Franklin, WI 53132 Amstar			
Operator – New 2016-17	Teresa A Woychik 6923 Bay Wood Dr Racine, WI 53402 Wisconsin State Fair			
Change of Agent 2016-17	Victoria G Kroeger 2319 E Euclid Ave Milwaukee, WI 53207 Walgreens #15020, Agent			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Police Citizen Academy Alumni Fee Waiver: Park Rental Fees for K9 Fundraiser Date: 9/17/16 Location: Lions Legend Park I			
Temporary Entertainment & Amusement	American Legion Willey-Herda Post 192 Person in Charge: Adjutant – Gretchen W Davies Event: St Martins Fair – Fish Bowl Game Event Date: Sept. 4 th , 2016 (one day only)			
Temporary Class B Beer	Franklin Lions Club Person in Charge: David P Lindner Event: St Martins Fair – Beer Tent Event Date: Sept. 4 th & 5 th , 2016			
3.	Adjournment			
		Time		

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

APPROVAL <i>Slw PR</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/19/16
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated June 24, 2016 through July 14, 2016 Nos. 161272 through Nos. 161557 the amount of \$ 1,632,754.85. Included in this listing are EFT's Nos. 3194 through Nos. 3215. Voided checks in the amount of \$ (1,175.00) are separately listed.

Early release disbursements dated June 24, 2016 through July 13, 2016 under Resolution 2013-6920 in the amount of \$ 988,605.03 are provided on a separate listing and are also included on the complete disbursement listing.

The net payroll dated July 8, 2016 is \$ 362,396.11 previously estimated at \$ 360,000.00. Payroll deductions for July 8, 2016 are \$ 203,396.79 previously estimated at \$ 209,000.00.

The estimated payroll for July 22, 2016 is \$393,700 with estimated deductions and matching payments of \$372,400.

Attached is a list of property tax refunds Nos. 16405 through Nos. 16406 dated June 17, 2016 through July 14, 2016 in the amount of \$ 2,214.14. These payments have been released as authorized under Resolution 2013-6920.

COUNCIL ACTION REQUESTED

Motion approving net general checking account City vouchers in the range of Nos. 161272 through Nos. 161557 in the amount of \$ 1,632,754.85 dated June 24, 2016 through July 14, 2016.

Motion approving the net payroll dated July 8, 2016 in the amount of \$ 362,396.11 and payments of the various payroll deductions in the amount of \$ 203,396.79 plus any City matching payments, where required.

Motion approving the estimated net payroll dated July 24, 2016 in the amount of \$393,700 and payments of the various payroll deductions in the amount of \$372,400 plus any City matching payments, where required.

Motion approving property tax refunds Nos. 16405 through Nos. 16406 in amount of \$ 2,214.14 dated June 17, 2016 through July 14, 2016.