

APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	<b>SUBJECT: RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT FOR HORIZON/FRANKLIN 2-LOT CSM LOCATED AT THE EXTENSION OF S. 80<sup>TH</sup> STREET NORTH OF W. STONEWOOD DRIVE</b>	11/3/15  <b>ITEM NO.</b> <i>6.5.</i>

**BACKGROUND**

Pursuant to the approval of Horizon/Franklin 2-Lot CSM, staff has drafted the subdivision development agreement. The development is located on the extension of S. 80<sup>th</sup> Street north of W. Stonewood Drive in the Stonewood Subdivision.

**ANALYSIS**

The subdivisionm development agreement provides for the necessary public improvements required for this development. Included in the agreement is the extension of sanitary sewer, water main and street with curb and gutter in a cul-de-sac accessing the two lots.

**OPTIONS**

It is important to adopt the subdivision development agreement as this is the tool to provide for the proper installation of the public improvements and with the letter of credit guarantees that all improvements will be installed per plan and specifications.

**FISCAL NOTE**

All development costs including engineering review and inspection costs will be paid by the developer.

**RECOMMENDATION**

Motion to adopt Resolution No. 2015 \_\_\_\_\_ a resolution authorizing certain officials to execute a subdivision development agreement for Horizon/Franklin 2-lot CSM located at the extension of S. 80<sup>th</sup> Street north of W. Stonewood Drive.

RESOLUTION NO. 2015- \_\_\_\_\_

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A  
SUBDIVISION DEVELOPMENT AGREEMENT FOR  
HORIZON/FRANKLIN 2-LOT CSM  
LOCATED AT THE EXTENSION OF S. 80<sup>TH</sup> STREET  
NORTH OF W. STONEWOOD DRIVE

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WHEREAS, the Common Council at its regular meeting on July 21, 2015 recommended approval of the Horizon/Franklin 2-Lot Certified Survey Map.

Certified Survey Map subject to the execution of a Subdivision Development Agreement, and

WHEREAS, it is in the best interest of the City of Franklin to provide an orderly planned development of the development known as Horizon/Franklin 2-Lot Certified Survey Map, and

WHEREAS, the developer of the Certified Survey Map is willing to proceed with the installation of the improvements provided for in the subdivision development agreement.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Mayor and City Clerk are hereby authorized and directed to execute the Subdivision Development Agreement on behalf of the City with the developer of the Horizon/Franklin 2-Lot Certified Survey Map.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Subdivision Development Agreement with the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Alderman \_\_\_\_\_.

Passed and adopted by the Common Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

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

RJR/db

**CITY OF FRANKLIN**

**WISCONSIN**

**SUBDIVISION DEVELOPMENT AGREEMENT**

**FOR**

**HORIZON/FRANKLIN 2-LOT CSM**

**October 2015**

**EXHIBIT "D"**  
**TO**  
**SUBDIVISION DEVELOPMENT AGREEMENT**  
**FOR**  
**HORIZON/FRANKLIN 2-LOT CSM**

**ESTIMATED IMPROVEMENT COSTS**

All improvement costs, including but not limited to preparation of plans, installation of facilities and inspection shall be borne by the Subdivider in accordance with Paragraph (4) of this Agreement.

Said costs for the project are estimated to be as follows:

DESCRIPTION	COSTS
Grading (including Erosion Control)	\$ 2,000
Sanitary System	13,250
Water System	13,250
Storm Sewer System	-----
Paving (including sidewalk)	46,500
Street Trees (\$ /lot)	-----
Street Lights ( ) @ \$2,500	-----
Street Signs	500
Underground Electric, Gas and Telephone	1,000
Retention Basin	-----
SUBTOTAL	
Engineering/Consulting Services	76,500
Municipal Services (7% of Subtotal)	6,000
Contingency Fund (10% of Subtotal)	5,355
TOTAL:	\$95,505

Total: Ninety Five Thousand, Five Hundred Five and 00/100 Dollars.

APPROVED BY:   
 Glen E. Morrow, City Engineer

DATE: 10/28/2015

**EXHIBIT "E"**  
**TO**  
**SUBDIVISION DEVELOPMENT AGREEMENT**  
**FOR**  
**HORIZON/FRANKLIN 2-LOT CSM**

<b>ADDITIONAL SUBDIVISION REQUIREMENTS</b>
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1. The Subdivider shall make every effort to protect and retain all existing trees, shrubbery, vines and grasses pursuant to the approved Natural Resource Protection Plan (the "NRPP"). Trees shall be protected and preserved during construction in accordance with sound conservation practices as outlined in section 15-8.0204 a-f of the UDO.
2. The Subdivider shall cause all grading, excavations, open cuts, side slopes and other land surface disturbances to be so mulched, seeded, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications approved by the City Engineer as outlined in section 15-8.0203H 1-5 of the UDO.
3. The Subdivider agrees to pay the City for street trees planted by the City on \_\_\_\_\_ at the rate of \$300.00 per tree with a planting distance between trees of 75 feet on the average. The City shall determine the planting schedule and shall be responsible for tree maintenance and replacement except for damage caused by the developer, the developer's sub-contractors, or the lot owners.
4. The Subdivider shall be responsible for cleaning up the debris that has blown from buildings under construction within the Subdivision. The Subdivider shall clean up all debris within forty-eight (48) hours after receiving a notice from the City Engineer.
5. The Subdivider shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has been installed. The Subdivider shall clean the roadways within forty-eight (48) hours after receiving a notice from the City Engineer.
6. Prior to commencing site grading, the Subdivider shall submit for approval by the City Engineer an erosion and silt control plan. Said plan shall provide sufficient control of the site to prevent siltation downstream from the site. The Subdivider shall maintain the erosion and siltation control until such time that vegetation sufficient to equal pre-existing conditions.
7. The Subdivider shall install an 8 inch diameter water main on S. 80<sup>th</sup> Street from the existing water main located at Stonewood Drive of the development.
8. Prior to commencing any land disturbance the developer shall employ a forestry expert approved by the Environmental Commission to review the development and during the development process make periodic inspections to monitor the activity relative to the protection of the woodlands. Periodic reports shall be furnished to the Environmental Commission, Planning Manager and City Engineer, the purpose of these requirements being to ensure compliance with the Unified Development Ordinance.
9. The Subdivider shall inform the persons purchasing lots of their obligation to cut weeds to conform to the City's noxious weed ordinance.
10. Construction Requirements:
  - a. During construction, all vehicles and equipment shall park on the site. Parking shall not be permitted on any external public right-of-way.
  - b. Prior to issuance of any building permits other than in the case of the issuance of any model structure permits, all necessary grading and improvements shall be completed as directed by the City Engineer.
  - c. All traffic shall enter the site from S. 80<sup>th</sup> Street.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015 - \_\_\_\_\_

A RESOLUTION MODIFYING A CITY BUILDING, PARKS AND FACILITIES  
NAMING POLICY

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WHEREAS, the Common Council having considered the value of establishing a uniform policy to address the naming of City buildings; parks and facilities to assist in the consideration of requests received and proposals and considerations made from time to time to name City property; and

WHEREAS, the Parks Commission and the Board of Public Works having considered the terms of a naming policy for City property as directed by the Common Council and having reported their respective recommendations to the Common Council; and

WHEREAS, the Common Council having considered such recommendation in its deliberations and having determined a policy for the naming of City property which will promote the public welfare and best interests of the City.

WHEREAS, the Common Council needs to modify and rescind Resolution 2010-6634 "A Resolution Establishing A City Buildings, Parks And Facilities Naming Policy"

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the naming of City buildings, parks and facilities be conducted as follows:

City of Franklin Public Buildings, Parks and Facilities Naming Policy

I. Purpose

The purpose of this policy is to establish a uniform procedure for the naming of City buildings, parks and facilities throughout the City of Franklin.

II. Authorization

The Common Council shall have the authority for the naming of all City buildings, parks and facilities by passing or rejecting a resolution at a regular special Common Council meeting. The Common Council shall request the review and recommendation of the Parks Commission for the naming of any public park or park facility. The Common Council shall request the review and recommendation of the Board of Public Works for the naming of any public building. In the event the Common Council does not receive the requested recommendation from the Commission or the Board within 45 days of such request, respectively, the Common Council may take action without such recommendation(s).

III Objectives

- Provide name identification
- Provide citizen/neighborhood input into the process
- Insure control for naming policy

IV Qualifying Name

- Geographic location to facility
- Outstanding feature
- Adjoining subdivision

- Historical event, group, or individual; except that eligibility shall commence only after five years following the event or other basis establishing the historical significance
- Exceptional service in the public interest that has had a major impact and benefit to the City by an individual who demonstrates dedication to service to the City and/or to individuals, families, groups, or community services, extraordinarily above and beyond the call of duty; except that in the event of a public employee or elected or appointed official, eligibility shall commence after five years following the completion of their public service unless approved by the Common Council at the request of another City Board or Commission.
- Exceptional service in the public building, park or facility's interest
- Contribution to acquisition/development of the public building, park or facility

#### V. Naming City Buildings, Parks and Facilities

The City's approval of a naming proposal is the conferral of a privilege, not a right, and at all times the City shall reserve the right to reject any naming proposal for any reason not prohibited by law. The following guidelines will be used when naming a public building, park or facility:

1. A name is intended to be permanent.
2. Duplication of other places or facility names in the City shall not be considered.
3. Any consideration of a proposal for a name must be commenced by a motion authorizing the same made by the Common Council.
4. Prominent geographic features or local reference points (i.e., hill, stream, lake, notable tree, street, community or neighborhood) shall be considered for a potential name.
5. After the Common Council preliminarily decides upon a name, public notice of the recommended name shall be published as a Class 2 notice, specifying a thirty (30) day public comment period in the City's official newspaper. Citizen comments and recommendations must be in writing to the City Clerk and must be postmarked within the thirty (30) day public comment period.
6. After the thirty (30) day public comment period, the Common Council will pass a resolution adopting or rejecting the name.
7. An existing name of a public building, park and/or facility, particularly one of local or national importance or outstanding feature, shall not be changed unless there are extraordinary circumstances of local or national interest.

#### VI. Renaming

a. The renaming of public buildings, parks and facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.

b. City buildings, parks and facilities named after individuals shall never be changed unless it is found that the individual's personal character is or was such that the continued use of the name for a park or facility would not be in the best interest of the community.

c. In order for a City building, park or facility to be considered for renaming, the recommended name must qualify according to Sections IV and V of this Policy.

#### VII. Other Naming Alternatives

a. City buildings, parks and facilities that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to the guidelines set forth above and approval by the Common Council.

b. A facility within a park, i.e., playground, picnic shelter, etc., can be named separately from the park or facility location subject to this Policy.

c. This Policy does not apply to the naming of public streets.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this  
 \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

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

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY  
RESOLUTION NO. 2015 - \_\_\_\_\_

A RESOLUTION TO ENGAGEMENT JSD PROFESSIONAL SERVICES, INC FOR DESIGN SERVICES FOR A TRAIL AND BRIDGE CROSSING EAST BRANCH OF THE ROOT RIVER IN THE AMOUNT OF \$103,631.

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WHEREAS, there is a dedicated easement for the construction of a pathway from W. River Park Court, crossing East Branch of Root River, and through an outlot to the South River Lane; and

WHEREAS, planning, design, and permitting is necessary to construct trail and bridge crossing ; and

WHEREAS, Staff has a working relationship with JSD Professional Services; and

WHEREAS, JSD Professional Services and their proposed subconsultants are competent professional engineering consultants in the design of pathways and bridges; and

WHEREAS, a August 14, 2015 professional engineering proposal from JSD Professional Services includes a lump sum fee, not to exceed \$103,631 for survey, design, and permitting services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement whereby JSD Professional Services shall provide design services for the pathway and bridge for a fee of \$103,631.

This agreement being subject to review and approval of the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

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

August 14, 2015

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

Subject: **Proposal for Professional Services  
River Park Path  
Franklin, WI  
Project No. 15-6969**

Dear Mr. Morrow,

Thank you for considering JSD Professional Services, Inc. (JSD) to provide professional surveying and engineering services for the above-referenced project. We are pleased to submit this proposal and look forward to working with you on this project. Please carefully review the following scope of services and feel free to contact us with any questions or comments.

#### **SCOPE OF SERVICES**

**TASK 1** Topographic Survey - JSD Professional Services, Inc. (JSD) will provide a Topographic Survey for the portion of the project site that are necessary for path / bridge design, bridge hydraulic analysis and floodplain analysis. Specific survey elements will include:

- Topographic survey of proposed pedestrian path route, including all visible features within fifty feet of the path centerline.
- River cross-sections at the following intervals either direction from the proposed crossing: every 50 feet for the first 300 feet, every 100 feet for the next 1000 feet, and at 1500 feet from crossing.
- Topographic (ground surface) survey of floodplain limits for use in developing flood elevation analysis.
- Survey structure openings immediately upstream and downstream of proposed crossing.

**TASK 2** Civil Design – JSD Professional Services, Inc. (JSD) will prepare the following Civil Design Plans:

- Cover Sheet
- Plan and Profile Sheets – JSD will prepare Plan and Profiles indicating pavement types and dimensions. The plan will include representative layout dimensions in sufficient detail for plan approval, permit application and construction, and will

include pavement types and thickness based on pavement design provided by the geotechnical engineer of record. The plan will include location and details for site signage.

- Grading and Drainage Plan - A Grading and Drainage Plan will be prepared including existing and proposed contours to a 1-foot interval, direction of flow arrows, and representative proposed spot grades to finished grade. Proposed culvert/storm sewer design data will be indicated on this plan.
- Erosion Control Plan – An Erosion Control Plan will be prepared showing design erosion and sedimentation control measures in accordance with Wisconsin DNR Technical Standards. Existing and proposed contours will be depicted indicating surface elevation (1-foot interval).
- Detail and Notes Sheets – General specification notes for pertinent sitework items will be included on the Detail and Notes Sheet along with applicable construction details. Pavement recommendations will be provided by the geotechnical engineer of record.
- Opinion of Probable Cost – JSD will develop one opinion of probable cost based on the final design.
- Sitework Specifications – Separate sitework specifications will be prepared for pertinent work items. This item will be provided in pdf format for inclusion in the Project Manual. Project Manual front-end documents will be provided by the Client.

**TASK 3 Structural Design Services (by subconsultant)**

- Refer to attached subconsultant proposal for detailed scope description.

**TASK 4 Geotechnical Engineering Services (by subconsultant)**

- Refer to attached subconsultant proposal for detailed scope description.

**TASK 5 Natural Resource Investigation (by subconsultant)**

- Refer to attached subconsultant proposal for detailed scope description.

**TASK 6 Floodplain Analysis / Hydrologic and Hydraulic Analysis**

- Evaluate collected data and develop HEC-RAS model related to proposed floodplain fill.
- Produce design report detailing the results of the hydrologic / hydraulic analysis.
- Submit design report to review authorities.
- Two (2) revisions to design calculations / report based upon comments from review authorities.

**TASK 7 Natural Resource Protection Plan (NRPP) – As required by the City of Franklin Unified Development Ordinance (UDO), JSD will develop an NRPP depicting the presence of, and any proposed disturbance to, any natural resource features**

present on the subject site. A subconsultant will be engaged to determine whether any protected natural resource features existing on the subject site.

**TASK 8 Meeting Attendance** - JSD will participate in the following meetings:

- Project Team Meetings – JSD will attend six (6) project meetings at the City of Franklin. These meetings may consist of meetings with City staff or public meetings (Environmental Commission, Plan Commission, Common Council, etc.).

**TASK 9 Permit Applications (application fees not included)** – The following permit application submittals are anticipated:

- Wisconsin DNR Notice of Intent – JSD will prepare the Notice of Intent (NOI) to be filed with the Wisconsin Department of Natural Resources (WDNR) for land disturbances greater than 1-acre as required to obtain Wisconsin Pollutant Discharge Elimination System (WPDES) General Permit coverage. Permit fees are not included.
- City of Franklin Natural Resource Special Exception (NRSE): JSD will prepare and submit maps and plan materials to the City of Franklin for NRSE review and approval related to floodplain fill and woodland removal. It is assumed that the bridge will span the wetland limits and that no wetland fill permit will be required. Three public meetings are anticipated for this approval, and are included under Task 8.

**TASK 10 Construction Administration**

- Pre-construction Meeting – JSD will participate in one (1) pre-construction meeting.
- Provide a maximum of 30 hours of general construction administration assistance including: responses to bid questions, project meetings as required, shop drawing review within this discipline, and periodic site visits for general compliance with design.

**SCHEDULE**

JSD will work with the Client to establish a project schedule. Our workload is such that we can begin work within 10 days of authorization to proceed.

**GENERAL PROJECT UNDERSTANDING**

1. It is understood that the development plan will evolve as the project progresses, and minor plan adjustments are expected over the course of the project. However, addressing substantial changes to the layout, which impacts engineering design in progress, shall be considered additional services and will be billed on a time and materials basis in accordance with the attached schedule of billing rates. Should plan

modifications fall into this category, JSD will notify the Client prior to incorporating these modifications into the Civil Design.

2. Printing, plotting, reproduction costs, mileage, mailing, and distribution expenses are considered a direct reimbursable expense.
3. The following items are not included in this scope of services or associated fee:
  - o Design of any off-site improvements.
  - o The design of stormwater facilities, including but not limited to infiltration basins, bio-retention facilities, and bioswales.
  - o Lighting design.
  - o Private utility locating services.
  - o Any services beyond those specifically discussed herein.
4. Drawings will be prepared in AutoCAD format.
5. The utility locations are limited to the public utilities based upon plans readily available from the municipality and public underground utilities marked in the field by "Digger's Hotline." The Client will provide existing plans of other utilities on or serving the site that are not located by "Digger's Hotline" and that otherwise cannot be located by a reasonable visual observation of the property or of which the surveyor would have no knowledge. The utilities are shown for informational purposes only and are not guaranteed to be accurate or all-inclusive.
6. Survey fee is based on useable and accessible horizontal and vertical control existing in the project area. The client will coordinate site access and notification of all adjacent landowners involved in the project, if necessary.
7. All fees including, but not limited to submittal, approval, review and recording fees will be paid by the Client/Owner.
8. JSD takes no responsibility for any underground structures or buried materials such as foundations, wells, septic, holding tanks, utilities, hazardous materials, or any other items that may exist on the property.
9. While JSD attempts to provide a cost effective approach to balance earthwork, grading design is based on many factors, including safety, aesthetics, adjacent properties and common engineering standard of care. Therefore no guarantee can be made for a balanced site.

#### ESTIMATED FEE

Based on our understanding of the scope of services and the general project understanding, we will perform the services for the following **Lump Sum** fees:

<b>TASK 1 – TOPOGRAPHIC SURVEY</b>	<b>\$ 28,500.00</b>
<b>TASK 2 – CIVIL DESIGN</b>	<b>\$ 17,500.00</b>
<b>TASK 3 – STRUCTURAL DESIGN SERVICES</b>	<b>\$ 29,021.00</b>
<b>TASK 4 – GEOTECHNICAL DESIGN SERVICES</b>	<b>\$ 3,700.00</b>
<b>TASK 5 – NATURAL RESOURCE INVESTIGATION</b>	<b>\$ 3,000.00</b>

TASK 6 – FLOODPLAIN / HYDROLOGY AND HYDRAULIC ANALYSIS	\$ 6,500.00
TASK 7 – NATURAL RESOURCE PROTECTION PLAN	\$ 2,700.00
TASK 8 – MEETING ATTENDANCE	\$ 4,020.00
TASK 9 – PERMIT APPLICATIONS	\$ 3,500.00
TASK 10 – CONSTRUCTION ADMINISTRATION	\$ 4,690.00
TASK 11 – REIMBURSABLES (ESTIMATE)	\$ 500.00

This cost estimate was developed based upon our understanding of the project as described in this proposal. Expansion or changes in the scope of work, project phasing, performance time, inadequate information, changes to layout or land use, or unanticipated site conditions may require a modification of this amount. Revisions requested due to changes after design has commenced are considered extra services. After submittal to the municipality, JSD will provide revisions based on review comments by the municipality pertaining to technical discrepancies only. Any revisions requested due to jurisdictional review comments not relating to technical discrepancies are considered extra services. JSD cannot guarantee approval by any reviewing agencies. Adjustments to the fee for extra services will be via Client Authorization on a time and materials basis.

***As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.***

If this proposal meets with your approval, please sign in the space provided on the attached Agreement and scan/email a copy back to us as your authorization to proceed.

Sincerely,  
**JSD Professional Services, Inc.**

  
Justin L. Johnson, P.E.  
Senior Project Engineer

  
Richard K. Wagner, P.E., P.L.S.  
Executive Vice President / COO

**JSD Professional Services, Inc.  
Standard Rate Schedule  
For the Year 2015**

**Madison Regional Office**  
161 Horizon Drive, Suite 101  
Verona, WI 53593

**Milwaukee Regional Office**  
N22 W22931 Nancys Court, Suite 3  
Waukesha, WI 53186

**Kenosha Regional Office**  
6520 67<sup>th</sup> Street  
Kenosha, WI 53142

**Fox Valley Regional Office**  
3215 W. Lawrence Street, Suite 6  
Appleton, WI 54914

**Personnel**

<b>Staff Category</b>	<b>Hourly Rate</b>
Principal, Associate	\$183.00
Senior Structural Project Consultant	\$163.00
Senior Project Consultant	\$157.00
Structural Engineering Manager	\$157.00
Senior Project Engineer	\$134.00
Project Consultant	\$125.00
Senior Structural Engineer	\$124.00
Senior Planner	\$124.00
Senior Landscape Architect	\$122.00
Project Engineer	\$122.00
Construction Project Engineer	\$122.00
Senior Staff Engineer	\$106.00
Project Surveyor	\$106.00
Senior Landscape Designer	\$105.00
Staff Structural Engineer	\$101.00
Staff Engineer	\$101.00
Survey Crew Chief	\$101.00
Landscape Designer	\$95.00
Senior Engineering Technician	\$90.00
Engineering Technician	\$84.00
Senior Survey Technician	\$84.00
Survey Technician	\$79.00
Office Support	\$74.00

Expert witness services, including trial preparation, depositions and court appearances will be charged at 1.5 times the above rates.

**Expenses**

Direct expenses incurred on the client's behalf are charged at our cost plus 10%. Such items include, but are not limited to, equipment rental, subsistence, printing and reproduction, transportation and travel charges and any special equipment or fees unique to the project. Professional subconsultant fees are charged at our cost plus 15%. Automobile mileage will be charged at \$0.75.

**Invoices**

Progress invoices shall be issued monthly and shall be paid within thirty days of date of invoice. Balances remaining unpaid after 60 days are subject to a monthly finance charge of 1.5% (which is an annual rate of 18% per annum) until paid. JSD reserves the right to stop work on any project that has past due invoices until outstanding balances are paid.

Effective to 12-31-2015

J:\ADMINISTRATION\Rates\2015 Standard Rates.doc





# Malas Engineering LLC

*Integrated Innovative Solutions and Excellence in Engineering*

August 13, 2015

Justin L. Johnson, PE  
Senior Project Engineer  
JSD Professional Services, Inc.  
N22 W22931 Nancys Court, Suite 3  
Waukesha, WI 53186

Proposal ID: ME 113

Ref.: Sub-consultant Professional Engineering Service Proposal for the River Park Path Design in the City of Franklin, Milwaukee County.

Dear Mr. Johnson,

It is my pleasure to provide you this proposal for the River Park Path and Root River Tributary Crossing design services. Per our site visit and earlier communications, the proposed Malas Engineering LLC design services include:

- Administration/Coordination/Progress Meetings
- Field Inspection & Verification
- Assist in Utility & Agency Coordination including WDNR & FEMA
- Assist in Public Involvement & Project Presentation
- Provide bridge crossing utilizing a pre-fabricated bridge with substructure design. Included: plans, specifications, and engineering estimate.
- Provide Project Q/A & hydraulic + Geometry Design Review
- Construction Administration (Meetings, RFI, CO, Shop Drawings Review, etc...)

The total effort for this proposed scope of work and services based on a lump-sum fee, Not to Exceed, twenty nine thousand twenty one dollars and zero cents. (\$29,021.00) The effort is based on a single pre-fabricated bridge.

If you have any questions, please call me. We very much appreciate this opportunity and look forward to continue working with you. Thank you.

Sincerely,

Mahmoud (Mac) N. Malas, PE  
Senior Engineer/Principal Engineer

Attachment: Effort Workbook (separately)

**Summary of Staff Hours and Direct Labor Costs**  
**Malas Engineering LLC**  
**Professional Engineering Services Effort**

**Proposal No.:**

**ME 113**

**Project ID:**

**PUM-1015-CFRANKLIN**

**8/13/2015**

**River Park Path**

**City of Franklin**

Classification	Senior Engineer		Direct / Speciality & Sub-Consultant & Mileage	TOTAL:
	Hours	Dollars		
<b>Factored Hourly Wage</b>		<b>\$130.00</b>		
<b>Task</b>	<b>Task</b>			
<b>Preliminary &amp; Final Design</b>	192	\$24,960.00	\$4,061.00	\$29,021.00
Administration/Coordination/Progress Meetings	16	\$2,080.00	\$0.00	\$2,080.00
Field Inspection & Verification	8	\$1,040.00	\$0.00	\$1,040.00
Assistance in Utility & Agency Coordination including WDNR & FEMA	32	\$4,160.00	\$0.00	\$4,160.00
Assistance in Public Involvement & Project Presentation (2 Meetings)	8	\$1,040.00	\$0.00	\$1,040.00
Provide bridge crossing utilizing a pre-fabricated bridge with substructure design. Included plans, specifications, and engineering estimate.	80	\$10,400.00	\$3,900.00	\$14,300.00
Provide Project Q/A & hydraulic + Geometry Design Review	24	\$3,120.00	\$0.00	\$3,120.00
Construction Administration (Meetings, RFI, CO, Shop Drawings Review, etc...)	24	\$3,120.00	\$0.00	\$3,120.00
Mileage (Assume 6 round trips at \$0.57/mile)	0	\$0.00	\$161.00	\$161.00
<b>TOTAL:</b>	<b>192</b>	<b>\$24,960.00</b>	<b>\$4,061.00</b>	<b>\$29,021.00</b>

**Consultant Contract Total Fee Computation**  
**Malas Engineering LLC**  
**PUM-1015-CFRANKLIN**  
**River Park Path**  
**City of Franklin**

8/13/2015

Project ID	PUM-1015-CFRANKLIN		Total for Contract
		Prelim & Final Design	
Number of Staff Hours	192		192
Total Direct Labor	\$24,960.00		\$24,960.00
Direct Expenses Mileage	\$161.00		\$161.00
Direct Expenses Sub-Consultant Drafting & Engineering Support Services	\$3,900.00		\$3,900.00
<b>TOTAL COST</b>	\$29,021.00		\$29,021.00

0 0

August 13, 2015

Mr. Justin Johnson  
JSD Professional Services, Inc.  
N22 W22931 Nancys Court, Suite 3  
Waukesha, Wisconsin 53186

Re: Proposal for Geotechnical Services  
Proposed River Park Path Bridge  
Bridge and Approach Pavement  
Franklin, WI  
PSI Proposal No. 159769

Dear Mr. Johnson:

Professional Service Industries, Inc. (PSI) is submitting this proposal to conduct a geotechnical exploration for the proposed bridge in Franklin, Wisconsin. A summary of the planned project, PSI's proposed scope of services, schedule and fee information are provided in the following sections. Thank you for giving PSI this opportunity to propose our services.

#### **PROJECT UNDERSTANDING**

PSI understands that the proposed project consists of construction of a new recreational path bridge in River Park in Franklin, Wisconsin. This proposal is based on the new bridge consisting of a single span supported by abutments on piles or spread footings.

If any of the above information is inconsistent with the planned construction, PSI requests that JSD Professional Services, Inc. contact us immediately and allow us to make any necessary modifications to this proposal.

#### **SCOPE OF SERVICES**

The scope of PSI's services for this project will be to conduct one 60-foot deep soil boring at the site and provide geotechnical design recommendations based upon the subsurface conditions encountered. In general, foundation recommendations will be provided for the proposed bridge replacement. In addition, recommendations for re-paving the approach areas adjacent to the bridge will also be provided.

The borings are planned to be performed adjacent to the abutments of the existing bridge. The borings will be completed to the planned depth or auger refusal, whichever is shallower. The test borings will be performed with a truck-mounted, rotary drill rig using hollow stem augers. Soil samples will be obtained at 2.5-foot increments to a depth of 10 feet, and at 5-foot intervals thereafter, employing split-barrel sampling procedures in

general accordance with ASTM D-1586. The borings will be backfilled with bentonite and the surfaces patched with cold patch asphalt upon completion.

In addition, it is requested that grainsize analysis be provided for every 2 foot interval for the upper 20 feet of the boring to determine potential scour properties of these soils.

It is understood that the borings will be performed in an area that is off traveled roads. As such, this proposal does not include any traffic control. If requested, PSI can provide necessary traffic control in accordance with the MUTCD during completion of the borings.

Representative soil samples obtained during the field exploration program will be returned to the laboratory for visual classification and a limited number of engineering properties tests. The nature and extent of this laboratory testing program will be dependent upon the subsurface conditions encountered during the field exploration program, and may include testing of selected samples to evaluate the soils' moisture content, plasticity, grain size, unit weight and relative strength characteristics.

JSD Professional Services, Inc. understands that PSI's services under this proposal are limited to geotechnical engineering and that PSI will have no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with hazardous materials. The existence or discovery of hazardous materials will constitute a changed condition under this proposal.

Hazardous materials are defined in this proposal as any toxic substances, chemical, pollutants or other materials, in whatever form or state, that are known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever.

PSI will perform its services consistent with the level of care and skill ordinarily exercised by other professional engineers under similar circumstances at the time the services are performed. No warranty, expressed or implied, is included or intended in this proposal.

## **REPORT**

At the conclusion of PSI's field and laboratory work, one of our registered professional engineers will prepare a Geotechnical Exploration Report. The report will include:

- descriptions of the soil and groundwater conditions at the test boring locations;
- a summary of the laboratory test results (where applicable) as they relate to the proposed site development;
- a discussion of recommended foundation type and allowable soil bearing capacities;
- representative pavement design parameters for the pavement design including material type (well or poorly sorted), frost index, soil support value, design group index, Resilient Modulus,  $M_R$ , CBR and subgrade reaction modulus,  $k$ ;

- site preparation information including placement and compaction of structural fill, control of groundwater, and improvement of unstable soil;
- information relating to other observed geotechnical conditions that could impact the proposed project;

One electronic copy of the report will be provided. Hard copies can be provided upon request. PSI will address any comments received regarding the report.

### **SCHEDULE**

PSI is prepared to begin work on this project after receiving authorization to proceed. Based on favorable weather conditions, the field work will take 1 day to complete. Preliminary results would be available within about 5 days of field work completion. The final report will be completed in about 15 days after field work is completed.

### **SPECIAL INSTRUCTIONS**

Some damage to ground surface may result from the drilling operations near the work areas and along ingress/egress pathways. PSI will attempt to minimize such damage, but no restoration other than backfilling the soil borings and patching the surface with asphalt patch is included. Soil spoils will be cleaned up and removed from the project as needed. The borings will be backfilled to ground surface once the borehole has been completed. Due to the self-consolidation of hole backfill, it is likely that the hole will settle overtime, especially after rain events.

All of the borings will be located within the public right of way. As such, it is standard and industry practice to proceed with the understanding that utilities in the area of this project are entirely publicly owned and operated. PSI will contact Diggers Hotline for public utility clearance prior to the start of drilling activities. PSI will also contact the local municipality to discuss if any additional utilities, not covered by Digger's Hotline are located within the roadway. If the local municipality identifies that additional utility lines may be present, PSI will request an amendment to retain a private utility locating company to locate the utilities within 10 feet of the boring locations. If additional fees are required, PSI will contact you prior to implementation for approval.

### **FEES**

It is proposed that the fee for performance of the outlined scope of services be charged on a Lump Sum Basis. Based on the scope of services outlined above, the total fee will be **\$3,654.00**. Additional drilling footage, if necessary, will be charged at \$18 per foot. Any additional drilling will be authorized prior to performance. If private utility locating was required an additional \$400.00 would apply.

Boring, sampling and testing requirements are a function of the subsurface conditions. The cost is based on adequate bearing materials being encountered within the proposed boring depths. Should conditions be encountered which require additional exploration, PSI will notify JSD Professional Services, Inc. to discuss modifying the outlined scope of

Proposed River Park Path Bridge  
Franklin, WI  
PSI Proposal No.: 159769  
August 13, 2015  
Page 4 of 6

work. Additional work beyond the estimated fee will not be performed without authorization.

PSI appreciates the opportunity to offer our services and look forward to working with you. Please call with any questions, or if PSI can be of additional service.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**

***Electronic Copy***  
Ted A Cera, P.E.  
Department Manager  
Geotechnical Services

***Electronic Copy***  
Paul J. Koszarek, P.E.  
District Manager

Attachments:      Proposal Acceptance  
                            General Conditions

**PROPOSAL ACCEPTANCE:**

<b>AGREED TO, THIS</b> _____ <b>DAY OF</b> _____ , 2014.
<b>BY (please print):</b> _____
<b>TITLE:</b> _____
<b>COMPANY:</b> _____
<b>SIGNATURE:</b> _____

**PROJECT INFORMATION:**

1. Project Name: \_\_\_\_\_
2. Project Location: \_\_\_\_\_
3. Your Job No: \_\_\_\_\_ Purchase Order No.: \_\_\_\_\_
4. Project Manager: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
5. Site Contact: \_\_\_\_\_ Telephone No.: \_\_\_\_\_
6. Number and Distribution of Reports:  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
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Attn: \_\_\_\_\_ Attn: \_\_\_\_\_  
  
( ) Copies To: \_\_\_\_\_ ( ) Copies To: \_\_\_\_\_  
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Attn: \_\_\_\_\_ Attn: \_\_\_\_\_
7. Invoicing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_
8. Other Pertinent Information Or Previous Subsurface Information Available:  
\_\_\_\_\_  
\_\_\_\_\_

## GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK:** CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSESS ANY CLAIM, DEMAND OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party instituting such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

August 14<sup>th</sup>, 2015

Mr. Justin Johnson  
JSD Professional Services, Inc  
N22 W22931 Nancys Court, Suite 3  
Brookfield, WI 53186

Re: Proposal for Wetland Delineation & Tree Survey Services –City of Franklin Pathway, City of Franklin, Milwaukee County, WI

Dear Mr. Johnson,

Thank you for the opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the proposed Completion Schedule and the Professional Fees.

PROJECT NAME: City of Franklin Pathway, City of Franklin, Milwaukee County, WI

I. DESCRIPTION OF SERVICES TO BE PERFORMED:

**A) Wetland Delineation and Report Submittal**

We propose to delineate the location and extent of wetland boundaries along the pathway route per the attached aerial photo. During the field study, wetland areas will be identified and their boundaries delineated using the Routine On-Site Determination Method as defined in the 1987 Corps of Engineers Wetland Delineation Manual and in the recent Midwest Regional Supplement, and will be performed in accordance with Wisconsin Department of Natural Resources (WDNR) Assurance program requirements. The delineation technique uses a multi-parameter approach, which requires evidence of wetland hydrology, hydric soils, and hydrophytic vegetation. R.A. Smith National, Inc. (RASN) ecologists will also consider topographic conditions and use professional judgment in performing the work. The boundaries of areas meeting wetland criteria will be flagged in the field and surveyed by JSD surveyors. The findings will be documented in a final wetland delineation report. Data sheets, a wetland boundary map, a soils map, aerial photographs, a Wisconsin Wetland Inventory map, and color copies of photographs will be included in the report.

A draft copy of the report will be sent to you to review prior to submittal to the agencies. A copy of the final report will be issued to you, the WDNR, and the US Army Corps of Engineers. The US Army Corps will review the report and concur with the delineation.

**B) Tree Survey**

We will identify every tree approximately 3" in DBH (diameter at breast height) or greater within the project route. Each tree will be flagged and numbered using surveyor's ribbon. We will also provide a determination as to whether the trees fall within young or mature woodland as defined by the City's UDO (Unified Development Ordinance).

Deliver excellence, vision, and responsive service to our clients.

16745 W. Bluemound Rd., Suite 200 • Brookfield, WI 53005 • (262) 781-1000 • Fax (262) 781-8466  
Appleton, WI • Orange, CA • Pittsburgh, PA • rasmithnational.com

Mr. Justin Johnson  
 Page 2 / August 14th, 2015

II. COMPLETION SCHEDULE:

RASN would begin delineation fieldwork for this project within three weeks following receipt of a signed agreement. The delineation report will be submitted for your review within five weeks after completion of the delineation fieldwork. At the same time, we will be working with you to make sure that the wetland boundaries and trees are properly depicted on the survey drawings.

III. PROFESSIONAL FEES:

The above-described services will be provided for a time and expense fee as shown below. Fees will be invoiced monthly on a percent complete basis.

<u>Task</u>	<u>Description</u>	<u>Fee</u>
A	Wetland Delineation & Report	\$2,000
B	Tree Survey	\$1,000

Fees utilize RASN's standard Professional Liability Insurance limits of \$2,000,000 for a period of 3 years from award of contract. Usual and customary expenses such as mileage, equipment usage, postage, delivery, and printing are included in the above fees.

As your project progresses, additional work beyond the scope of this agreement may be required. Please initial below how you would like us to proceed with such work:

- \_\_\_\_\_ Time is critical. Proceed with any additional work and notify me with the details as soon as possible. I understand that this work will be performed on an hourly, time-and-material basis.
- \_\_\_\_\_ Contact me to obtain my verbal authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.
- \_\_\_\_\_ Contact me to obtain my written authorization and to discuss fees prior to performing any additional work. I understand that this could delay the progress of my project.

The attached Agreement for Consulting Engineering Services is hereby made part of this Proposal. If there are any questions concerning those, or the scope of work as presented, please contact us. To authorize R.A. Smith National, Inc. to proceed, please sign and return the entire document to our office.

We look forward to a very successful project!

Sincerely,  
 R.A. Smith National, Inc.



Heather Patti, PWS  
 Lead Ecologist/Project Manager

Mr. Justin Johnson  
Page 3 / August 14th, 2015

Enclosures

STANDARD GENERAL CONTRACT TERMS  
FOR PROFESSIONAL SERVICES

1. All of the work described herein shall be completed in accordance with generally and currently accepted engineering and surveying principals and practices.

2. Unless otherwise specifically included in the proposal, PROFESSIONAL'S scope of work shall not include geotechnical or environmental audits for the identification of hazardous wastes, wetlands, floodplains or any other structural or environmental qualities of land or air. It is understood that the Scope and the Completion Schedule defined in the Proposal are based on the information provided by the CLIENT. Verification of the accuracy and completeness of any information provided by others is beyond the scope of this agreement. Therefore, PROFESSIONAL cannot be held responsible for any design or construction problems resulting from the use of this information.

3. PROFESSIONAL strongly recommends that a geotechnical ENGINEER be engaged in the preliminary phases of the work to conduct field investigations, and analysis and prepare a report on the soils conditions.

4. PROFESSIONAL shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or CLIENT, or the safety precautions and programs incident to the work of the Contractor, nor shall he be responsible for the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

5. All original papers, electronic files, and documents, and copies thereof, produced as a result of this contract shall remain the property of the PROFESSIONAL.

6. In the event all or any portion of the work prepared or partially prepared by the PROFESSIONAL is suspended, abandoned, or terminated, the CLIENT shall pay the PROFESSIONAL all fees, charges and expenses incurred to date. Professional may suspend or terminate this Agreement upon seven (7) days written notice if the CLIENT fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance.

7. PROFESSIONAL cannot be held responsible for project schedule delays caused by weather, violence, acts of God, and public agencies or private businesses over which it has no control. PROFESSIONAL shall act only as an advisor in all governmental relations. Such delays as caused by said occurrences, if not solely the result of PROFESSIONAL'S failure to meet submittal deadlines, may result in adjustments to said schedules and estimates/fees.

8. All electronic files transferred to CLIENT or his DESIGNEE by PROFESSIONAL are provided solely for the convenience of the CLIENT and are warranted only to the extent that they conform to the original document(s) produced by PROFESSIONAL. All electronic file(s) are transmitted in trust for the sole use of the CLIENT and his DESIGNEE and acceptance constitutes assumption of responsibility for its use and safekeeping. Any use by third parties shall be at the sole risk of the CLIENT. Any alterations to or tampering with the files shall constitute the agreement of the CLIENT to release, defend and hold harmless PROFESSIONAL from all claims and causes of action by said CLIENT and third parties.

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT'S ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by CLIENT.

The CLIENT further agrees to pay PROFESSIONAL any and all expenses incurred in recovering any delinquent amounts due, including attorney's fees and court costs.

10. The CLIENT agrees to limit PROFESSIONAL, by its agents or employees, total liability to the CLIENT and to all Construction Contractors and Subcontractors on the Project, due to PROFESSIONAL'S professional negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty and for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes, such that the total aggregate liability of PROFESSIONAL to those named shall not exceed the percentage share that PROFESSIONAL'S negligence bears to the total negligence of all negligent entities and individuals, and shall not exceed Fifty Thousand Dollars (\$50,000.00) or the total fee for services rendered under this Agreement, whichever is less.

11. Both parties agree that all disputes, including, but not limited to errors, liability, claims for services and fees, expenses, losses, etc., shall, at the sole and exclusive option of PROFESSIONAL, be submitted for non-binding mediation, a prerequisite to further legal proceedings. PROFESSIONAL shall have the sole and exclusive right to choose the mediator. Any fees and/or expenses charged by the mediator shall be shared equally between PROFESSIONAL and CLIENT.

12. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the PROFESSIONAL. The PROFESSIONAL'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

13. AS REQUIRED BY THE WISCONSIN LIEN LAW, PROFESSIONAL HEREBY NOTIFIES CLIENT THAT PERSONS OR COMPANIES FURNISHING LABOR FOR ENGINEERING OR SURVEYING FOR THE CONSTRUCTION ON OWNER'S LAND, MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED, ARE THOSE WHO GIVE THE CLIENT NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE SURVEYING OR ENGINEERING SERVICES, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE OWNER AND MORTGAGE LENDER, IF ANY. PROFESSIONAL AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID, IF APPLICABLE.

\*\*\*\*\*

R.A. Smith National, Inc.  
16745 West Bluemound Road, Suite 200  
Brookfield, WI 53005  
Heather Patti, PWS  
Ecologist/Project Manager

PROFESSIONAL

By: Heather Patti

Date: August 14, 2015

PROJECT: Franklin Pathway Wetland Delineation & Tree Survey,  
Franklin, WI

The above and foregoing proposal is hereby accepted and  
PROFESSIONAL is authorized to proceed with the work.

JSD Professional Services, Inc  
N22 W22931 Nancys Court, Suite 3  
Brookfield, WI 53186

CLIENT

By: \_\_\_\_\_

CLIENT and R.A. Smith National, Inc. agree that digital and electronically reproduced signatures such as by facsimile transmission or email are valid for execution or amendment of this Agreement and that electronic transmission/facsimile is an authorized form of notice to proceed.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_  
©2011 R.A. SMITH NATIONAL, INC.

## AGREEMENT

This AGREEMENT, made and entered into this \_\_\_ day of August, 2015, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and JSD Professional Services, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is N22 W22931 Nancys Court, Suite 3, Waukesha, Wisconsin.

## WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide consultation with respect to professional surveying and engineering design services;

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

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

### I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for professional surveying and engineering design services, as described in CONTRACTOR's proposal to CLIENT dated August 14, 2015, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

## II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$103,631, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$103,631. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

## III. MODIFICATION AND ADDITIONAL SERVICES

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

#### IV. ASSISTANCE AND CONTROL

- A. Justin L. Johnson, P.E. will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Justin L. Johnson, P.E. CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

#### V. TERMINATION

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

#### VI. INSURANCE

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

- |                                                                    |             |
|--------------------------------------------------------------------|-------------|
| A. Limit of General/Commercial Liability                           | \$2,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage             | \$1,000,000 |
| C. Excess Liability for General Commercial or Automobile Liability | \$2,000,000 |

D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$1,000,000

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

## VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

**VIII. TIME FOR COMPLETION**

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

**IX. DISPUTES**

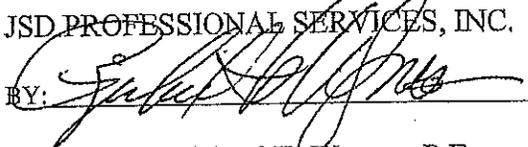
This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney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

**X. RECORDS RETENTION**

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

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

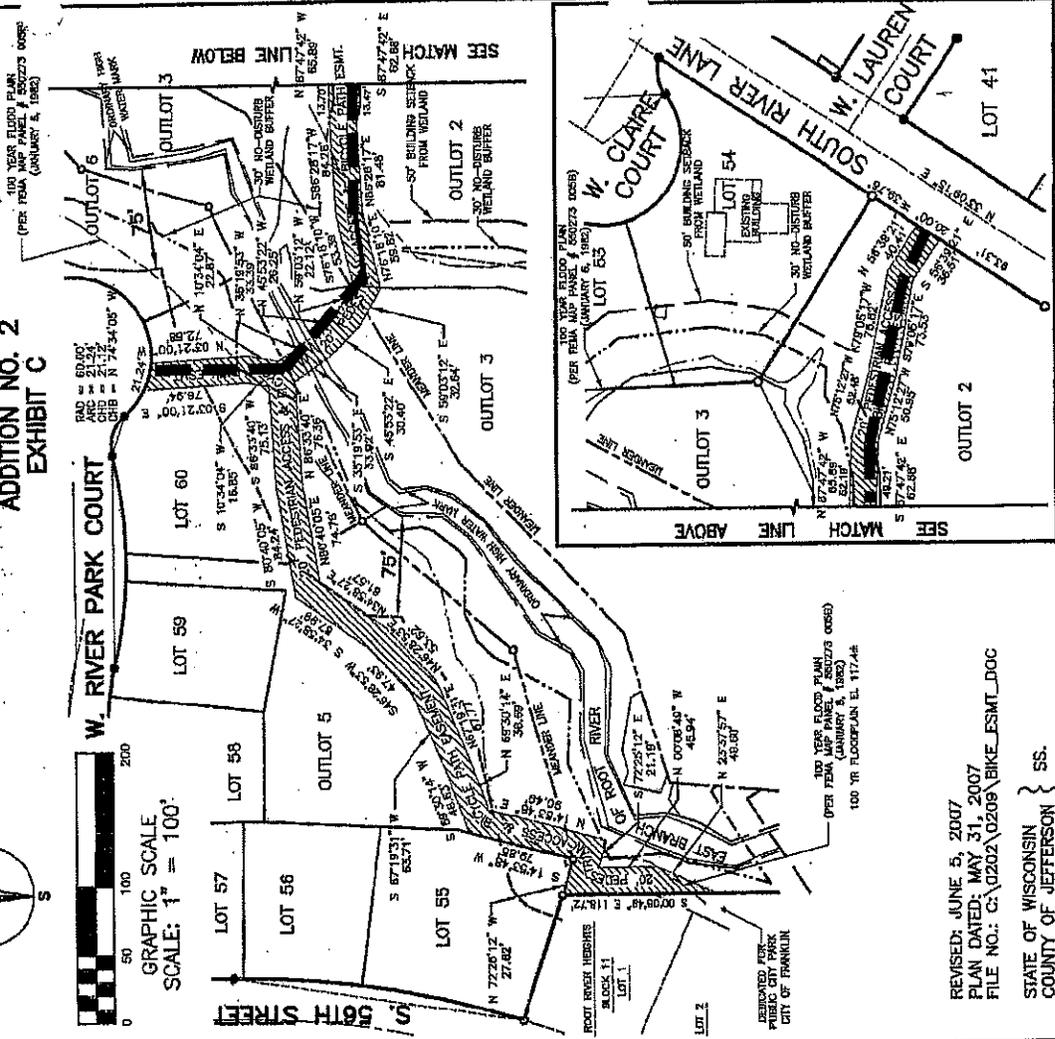
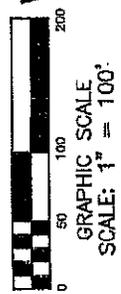
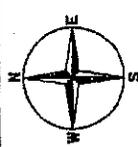
CITY OF FRANKLIN, WISCONSIN  
BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

JSD PROFESSIONAL SERVICES, INC.  
BY:   
PRINT NAME: Richard K. Wagner, P.E.  
TITLE: Executive Vice President/COO  
DATE: 8/14/15

BY: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



**PERMANENT 20' PEDESTRIAN ACCESS & BICYCLE  
PATH EASEMENT ON OUTLOTS 2 & 3 OF RIVER  
PARK, AND OUTLOT 5 & LOT 60 OF RIVER PARK  
ADDITION NO. 2  
EXHIBIT C**



REVISED: JUNE 5, 2007  
 PLAN DATED: MAY 31, 2007  
 FILE NO.: C:\0202\0208\BIKE\_ESMT\_DOC

STATE OF WISCONSIN }  
 COUNTY OF JEFFERSON } SS.

WE, PIONEER ENGINEERING & SURVEYING, DO HEREBY CERTIFY THAT WE HAVE MADE THIS SURVEY AND THAT THE INFORMATION AS SHOWN ON THE ABOVE PLAT OF SURVEY IS TRUE AND CORRECT REPRESENTATION THEREOF.



**Comment To Be Forwarded to Common Council**

RIVER PARK NEIGHBORHOOD MEETING Thursday October 22, 2015 @ 6:30 pm

Name	Address	Telephone/Email
FARIDA HOSSAIN	5911 W. PRESERVE CT.	414-235-4032

**Comment**

The bridge idea is great !!!

I like it a lot.

**Comment To Be Forwarded to Common Council**

RIVER PARK NEIGHBORHOOD MEETING Thursday October 22, 2015 @ 6:30 pm

Name	Address	Telephone/Email
Kim Mueller	6245 W Preserve Ct	414-235-3082

**Comment**

great idea! Have wanted since we purchased in 2006.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/03/2015
REPORTS & RECOMMENDATIONS	RESOLUTION TO AWARD RIVER PARK TRAIL DESIGN	ITEM NUMBER <i>G. 6,</i>

**BACKGROUND**

In 2007, the developer of River Park Addition No. 2 dedicated a 20-foot easement to the City of Franklin (Resolution 2007-6298) for the construction of a pedestrian and bicycle path from W. River Park Court, crossing East Branch of Root River, and through an outlot to South River Lane (site map attached).

Previous efforts of constructing the trail did bring some opposition. Opposition primarily came from residents along S. 56<sup>th</sup> Street and W. River Park Court. It is proposed that at this time, the trail only extend from the cul-de-sac on W. River Park Court to the drainage outlot on River Lane. Staff has discussed this project scope with Alderman Doug Schmidt regarding the need for this trail.

On August 18, 2015, Common Council considered engineering design for this project but wanted to hold any decision until a meeting with residents could occur to solicit input. With the cooperation of the River Park Homeowners Association, Alderman Schmidt and Staff were able to meet with interested homeowners on October 22.

**ANALYSIS**

Overall, the residents and homeowners association were happy to hear of the project. The positive written comments are attached to this council action. Generally, they think that this is a great idea, there is a value in the trail and bridge, and they have been waiting for it since they purchased their homes.

There were some understandable concerns from the last two residents on the south side of W. River Park court where the trail would start. One resident with concerns stated he wanted to email the comments to Staff but to date, none have been received. Generally, concerns were the following:

- Allowing unrestricted access to people to a current quiet cul-de-sac. At the meeting we discussed that primarily the use would be from his neighbors and this type of activity helps "self police" the neighborhood.
- Potential for increased trash in the creek. We discussed that the creek already has a significant amount of debris. Although DPW would not keep a constant trash patrol, the fact that we would plow snow and provide some access through the summer, we would identify and address large issues where it is now out of sight and inaccessible.
- Loss of privacy for his back yard. We discussed options of planting additional trees to screen his residence.
- They were not told of this by the realtors when they bought their homes. We discussed that the easement was dedicated in 2007 and their homes were built on or after 2010. The City staff would have been able to discuss the easement and potential for a trail. Others at the meeting purchased their lots directly from the developer and have been anticipating the opening of the trail in their neighborhood.

From the meeting, we told the attendees that this would be placed on an agenda for your consideration of engineering (\$103k). We could start the design now for construction in 2016 or 2017.

Per previous discussion in August, Staff has discussed the project and recommends that the City use JSD Professional Services (currently performing work on Southbrook Trail). JSD proposing to use Malas Engineering (currently performing work on St. Martin Culvert) as sub-consultant on the bridge crossing East Branch of Root River and agency coordination. PSI will be used for geotechnical and RA Smith National will be used for wetland delineation and tree survey. All consultants have good working relationship with Staff from previous Franklin projects.

JSD's proposal of \$103,631 may seem somewhat excessive. You may recall that another consultant proposed a fee of \$44,500 for another trail section that also involved extensive permitting but did not include design or permitting of a bridge. The previous fee was justified by two other reputable consulting firms. In addition, this project will have difficult topographic survey requirements through thick brush and crossing a creek. Permitting the crossing of the waterway is anticipated to be significant. In addition, the length of the bridge is anticipated to make this project expensive, especially since it will be designed to accommodate light DPW snow removal equipment. Staff feels that this fee for JSD is reasonable.

This project can start design and bid out this winter. A contractor can start fabrication of bridge materials. Both activities are eligible for park impact fees.

### **OPTIONS**

Award professional services agreement with JSD Professional Services or table.

### **FISCAL NOTES**

This project is in the Comprehensive Outdoor Recreation Plan (Chapter 7 and Map 7.1- Cascade Creek Trail) and also in the 2015 Park Impact Fee study that states bridges may be part of a trail project. This project has not been included in the proposed 2016 Capital Improvement Plan.

Engineering plus construction is approximately \$550k. This would appear to be a good use of park impact fees in that there is a 61% credit towards trail projects (approximately \$335.5k).

### **RECOMMENDATIONS**

Motion to adopt resolution 2015-\_\_\_\_\_ authorizing the engagement of JSD Professional Services, Inc for design services for a trail and bridge crossing East Branch of the Root River in the amount of \$103,631.

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> 11/03/2015
Reports & Recommendations	A RESOLUTION FOR CHANGE ORDER NO. 1 FOR BCF CONSTRUCTION, FOR THE EXTENSION OF W. EVERGREEN STREET AND DEVELOPMENT OF PLEASANT VIEW PARK	<b>ITEM NO.</b> G. 7.

**BACKGROUND**

BCF Construction Corp has completed all construction and final punch list items for Pleasant View Park and W. Evergreen Street Extension (Project 2014-003).

This item was tabled at the October 20, 2015 Common Council Meeting.

**ANALYSIS**

The original contract cost with the plan quantities was \$923,024.20. Adjustment in quantities for sanitary sewer, water main and storm pipe, length of TV sanitary sewer, pavement removal, undercutting and pavement construction, and excavation (see "CO 1" column on attached spreadsheet of quantities) total an increase of \$6,008.00. The total project costs after this change order will be \$929,032.20.

Staff has participated in the oversight of the project. The Consultant, GRAEF, has reviewed and recommended that the final quantity adjustments are justified.

**OPTIONS**

Approve or deny.

**FISCAL NOTE**

Funding for this project will be by assessment, park impact fee and City funding match.

**RECOMMENDATION**

Motion to adopt Resolution No. 2015-\_\_\_\_\_ a resolution approving contract a Change Order No. 1 for BCF Construction, Inc. in the amount of \$6,008.00 for the Extension of W. Evergreen Street and Development of Pleasant View Park.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2015 - \_\_\_\_\_

A RESOLUTION AUTHORIZING STAFF TO EXECUTE CHANGE ORDER NO. 1  
TO BCF CONSTRUCTION, INC. IN THE AMOUNT OF \$6,008.00  
FOR THE EXTENSION OF W. EVERGREEN STREET AND  
DEVELOPMENT OF PLEASANT VIEW PARK.

-----  
WHEREAS, the City of Franklin has contracted for the public works construction of an extension to W. Evergreen Street and the development of Pleasant View Park; and

WHEREAS, BCF Construction, Inc was the contractor performing the work; and

WHEREAS this was a unit price contract; and

WHEREAS project is complete and an adjustment in final quantities is needed; and

WHEREAS, the City's consultant engineer, GRAEF, has reviewed and certified prices for such work;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Staff is authorized to execute a Change Order Number 1 to BCF Construction which increases the contract amount by \$6,008.00 to a total construction cost of \$929,032.20.

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

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

**CHANGE ORDER**

No. 1

DATE OF ISSUANCE September 23, 2015

EFFECTIVE DATE September 23, 2015

OWNER City of Franklin  
 CONTRACTOR BCF Construction Corp.  
 Contract: Pleasant View Park Development and W. Evergreen Street Extension  
 Project: Pleasant View Park Development and W. Evergreen Street Extension  
 OWNER's Contract No. 2014-003 ENGINEER's Contract No. 2014-0160.01  
 ENGINEER GRAEF- USA Inc.

You are directed to make the following changes in the Contract Documents:

Description:  
 Revised Final Quantities.

Reason for Change Order:  
 Revised Final Quantities

Attachments: (List documents supporting change)  
 Summary of quantities and unit prices

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>923,024.20</u>
Net Increase from previous Change Orders No. <u>    </u> to <u>    </u> ; \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>923,024.20</u>
Net increase of this Change Order: \$ <u>6,008.00</u>
Contract Price with all approved Change Orders: \$ <u>929,032.20</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>September 12, 2014</u> Ready for final payment: <u>September 26, 2014</u> (days or dates)
Net change from previous Change Orders No. <u>    </u> to No. <u>    </u> ; Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>September 12, 2014</u> Ready for final payment: <u>September 26, 2014</u> (days or dates)
Net increase this Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>363</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>September 12, 2014</u> Ready for final payment: <u>September 23, 2015</u> (days or dates)

RECOMMENDED:

By: [Signature]  
 ENGINEER (Authorized Signature)

Date: 9/23/15

APPROVED:

By: \_\_\_\_\_  
 OWNER (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
 CONTRACTOR (Authorized Signature)

Date: \_\_\_\_\_

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.



One Honey Creek Corporate Center  
125 South 84<sup>th</sup> Street, Suite 401  
Milwaukee, WI 53214-1470  
414 / 259 1500  
414 / 259 0037 fax  
[www.graef-usa.com](http://www.graef-usa.com)

collaborāte / formulāte / innovāte

September 23, 2015

Mr. Glen Morrow, P.E.  
City Engineer/Director of Public Works  
9229 West Loomis Road  
Franklin, Wisconsin 53132-0160

SUBJECT: Pleasant View Park Development and W. Evergreen Street Extension  
Project No. 2014-003  
Contractor's Final Pay Request and Change Order

Dear Mr. Morrow:

GRAEF has received and reviewed the sixth and final pay request from BCF Construction Corp. for work on the above referenced project. The work includes final quantity adjustments, erosion control removal and retainage. The project has been completed and all outstanding punch list items have been satisfied. Due to this, we recommend releasing the retainage on the project.

The contractor has requested payment of \$45,669.80. GRAEF is recommending payment of \$45,669.80 according to our inspector's notes. Due to final quantity adjustments and the unsuitable material unforeseen condition, a change order is required for the project. A copy of the change order is included for your use and three original change orders have been forwarded to the contractor for signature.

In summary, GRAEF recommends final payment of \$45,669.80 to BCF Construction Corp. for work on the above referenced project. Should you have any further questions, please feel free to contact us.

Sincerely,

Michael N. Paulos, P.E., LEED AP, CDT  
Municipal Market Team Leader  
Principal

MNP:mnp

L:\Jobs2014\20140160\Project\_information\Correspondence\letter\MorrowL-ROP6.docx

cc: Bryan Fischer – BCF Construction Corp.

**RECOMMENDATION OF PAYMENT**

OWNER's Project No. 2014-003 ENGINEER's Project No. 2014-0160.01  
 Project Pleasant View Park Development and W. Evergreen Street Extension

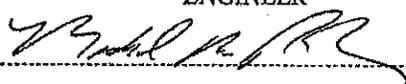
CONTRACTOR BCF Construction Corp.  
 Contract For General Contract Date July 7, 2014  
 Application Date September 21, 2015 Application Amount \$45,669.80  
 For Period Ending September 21, 2015

To City of Franklin  
 OWNER

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

GRAEF-USA Inc.  
 ENGINEER

Dated September 23, 2015 By 

**STATEMENT OF WORK**

Original Contract Price	\$ <u>923,024.20</u>	Work to Date	\$ <u>929,032.20</u>
Net Change Orders	\$ <u>6,008.00</u>	Amount Retained	\$ <u>0.00</u>
Current Contract Price	\$ <u>929,032.20</u>	Subtotal	\$ <u>929,032.20</u>
Work to be Done	\$ <u>0.00</u>	Previous Payments Recommended	\$ <u>883,362.40</u>
		Amount Due This Payment	\$ <u>45,669.80</u>

NSPE-ACEC 1910-8-C (1978 Edition)

1978, National Society of  
 Professional Engineers

City of Franklin  
 Contractor: BCF Construction Corp.  
 Pleasant View Park Development and W. Evergreen Street Extension  
 Project Number: 2014-0003  
 Contract Date: July 7, 2014  
 GRAEF  
 Change Order No. 1

BID ITEM	DESCRIPTION	CITY	UNIT	BCF Construction		Pay Request \$		CD 1	
				UNIT BID	ITEM TOTAL	QTY	ITEM TOTAL	QTY	ITEM TOTAL
<b>SANITARY SEWER</b>									
1	12-inch diameter PVC sanitary sewer, ASTM D-3084, SDR 26, with excavated material backfill.	15	LF	\$125.00	\$1,875.00	14.00	\$1,750.00	1.00	-\$125.00
2	8-inch diameter PVC sanitary sewer, ASTM D-3084, SDR 26, with excavated material backfill.	159	LF	\$98.00	\$9,384.00	194.00	\$9,384.00	0.00	\$0.00
3	8-inch diameter PVC sanitary sewer, ASTM D-3084, SDR 26, with crushed limestone backfill.	206	LF	\$98.00	\$20,348.00	206.00	\$20,348.00	-3.00	-\$297.00
4	8-inch diameter PVC sanitary sewer, ASTM D-1004, SDR 35, with excavated material backfill.	207	LF	\$49.00	\$10,143.00	207.00	\$10,143.00	0.00	\$0.00
5	8-inch diameter PVC sanitary lateral connected to proposed sanitary sewer, ASTM D-3084, SDR 35, with crushed limestone backfill.	3	EA	\$2,000.00	\$6,000.00	3.00	\$6,000.00	0.00	\$0.00
6	8-inch diameter PVC sanitary lateral cut to existing sanitary sewer, ASTM D-3084, SDR 35, with crushed limestone backfill.	3	EA	\$3,000.00	\$9,000.00	3.00	\$9,000.00	0.00	\$0.00
7	48-inch diameter precast concrete manhole with type 1-681 wetproof cast iron frame and lid with eidental frame chimney seal, with crushed limestone backfill.	3	EA	\$3,000.00	\$9,000.00	3.00	\$9,000.00	0.00	\$0.00
8	48-inch diameter precast concrete manhole with precast lid and type R-1651 wetproof cast iron frame and lid.	2	EA	\$5,000.00	\$10,000.00	2.00	\$10,000.00	0.00	\$0.00
9	Connection to existing IBS sanitary manhole with wetproof pipe to manhole vent.	1	LS	\$5,500.00	\$5,500.00	1.00	\$5,500.00	0.00	\$0.00
10	Adjust existing sanitary sewer manholes including new adjusting rings and external frame-chimney seal	1	LS	\$1,800.00	\$1,800.00	1.00	\$1,800.00	0.00	\$0.00
11	Television inspection of gravity sanitary sewer.	854	LF	\$1.00	\$854.00	850.00	\$850.00	-4.00	-\$4.00
<b>TOTAL FOR SANITARY SEWER</b>					<b>\$89,400.00</b>		<b>\$89,204.00</b>		<b>-\$196.00</b>
<b>WATER MAIN</b>									
12	8-inch diameter PVC water main, ANVMA C900, DR 18, Class 150, with crushed limestone backfill.	754	LF	\$84.00	\$63,516.00	576.00	\$48,384.00	20.00	\$1,200.00
13	8-inch diameter PVC water main, ANVMA C900, DR 18, Class 150, with excavated material backfill.	149	LF	\$55.00	\$8,195.00	143.00	\$7,851.00	0.00	\$0.00
14	8-inch diameter PVC water main, ANVMA C900, DR 18, Class 150, with excavated material backfill.	178	LF	\$39.00	\$6,942.00	178.00	\$6,942.00	0.00	\$0.00
15	8-inch diameter PVC maintained joint hydrant branch, ANVMA C-900, DR-14, Class 200, with crushed stone backfill.	30	LF	\$28.00	\$840.00	30.00	\$840.00	0.00	\$0.00
16	Hydrant, 7'-0" bury depth, with crushed limestone backfill.	1	EA	\$3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00
17	Hydrant, 7'-6" bury depth, with crushed limestone backfill.	2	EA	\$3,150.00	\$6,300.00	2.00	\$6,300.00	0.00	\$0.00
18	8-inch installed resilient wedge gate valve, with valve box cover and adapter.	3	EA	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00
19	Connection to existing 8-inch water main including 4800 pieces, removal of existing plug and buttress and temporary plug w/2x2x8x8 ft vent.	1	EA	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00
20	Trace wire including trace wire access boxes and general hydrants.	878	LF	\$9.50	\$8,341.00	876.00	\$8,316.00	0.00	\$0.00
21	14-inch diameter, Class 200, HOPE water lateral, with connection stop, service box, with crushed stone and crushed limestone backfill.	6	EA	\$1,900.00	\$11,400.00	6.00	\$11,400.00	0.00	\$0.00
22	Adjust existing water valve box to final elevation.	1	LS	\$500.00	\$500.00	1.00	\$500.00	0.00	\$0.00
<b>TOTAL FOR WATER MAIN</b>					<b>\$76,110.00</b>		<b>\$76,490.00</b>		<b>\$380.00</b>

City of Franklin  
 Contractor: BCF Construction Corp.  
 Pleasant View Park Development and W. Evergreen Street Extension  
 Project Number: 2014-0003  
 Contract Dates: July 7, 2014  
 GRAEF  
 Change Order No. 1

BID ITEM	DESCRIPTION	CITY	UNIT	BCF Construction		Pay Request \$		CITY	ITEM TOTAL
				UNIT BID	ITEM TOTAL	CITY	ITEM TOTAL		
<b>STORM SEWER</b>									
23	6-inch diameter PVC storm sewer, ASTM D-3034, SDR 26, with excavated material backfill.	246	LF	\$26.00	\$6,372.00	246.00	\$6,372.00	0.00	\$0.00
24	12-inch diameter PVC storm sewer, ASTM D-3034, SDR 26, with excavated material backfill.	286	LF	\$39.00	\$11,244.00	286.00	\$11,244.00	0.00	\$0.00
25	12-inch diameter precast concrete storm sewer, ASTM C78, Class V, with crushed limestone backfill.	190	LF	\$35.00	\$6,650.00	187.00	\$6,650.00	-3.00	-\$105.00
26	16-inch diameter PVC storm sewer, ASTM D-3034, SDR 26, with excavated material backfill.	139	LF	\$41.00	\$5,699.00	143.00	\$5,863.00	4.00	\$164.00
27	18-inch diameter PVC storm sewer, ASTM D-3034, SDR 26, with excavated material backfill.	455	LF	\$48.00	\$21,840.00	463.00	\$22,224.00	8.00	\$384.00
28	24-inch diameter PVC storm sewer, ASTM D-3034, SDR 26, with excavated material backfill.	1,018	LF	\$84.00	\$85,512.00	1,023.00	\$85,472.00	7.00	\$348.00
29	18-inch diameter precast concrete storm sewer, ASTM C78, Class V, with crushed limestone backfill.	120	LF	\$99.00	\$11,880.00	120.00	\$11,880.00	0.00	\$0.00
30	4-inch diameter granular wrapped perforated PVC drain tile, with polyurethane backfill.	577	LF	\$51.00	\$29,427.00	577.00	\$29,427.00	0.00	\$0.00
31	18-inch diameter precast concrete inlet manhole with Nueces type R-3220 cast iron frame and lid.	8	EA	\$1,500.00	\$12,000.00	8.00	\$12,000.00	0.00	\$0.00
32	18-inch diameter precast concrete manhole with Nueces type R-3220 cast iron frame and lid.	1	EA	\$2,000.00	\$2,000.00	1.00	\$2,000.00	0.00	\$0.00
33	24-inch precast concrete inlet with Nueces type R-3220 cast iron frame and lid.	2	EA	\$1,750.00	\$3,500.00	2.00	\$3,500.00	0.00	\$0.00
34	6" PVC cleanout with valved lift cap.	2	EA	\$500.00	\$1,000.00	2.00	\$1,000.00	0.00	\$0.00
35	360-foot precast concrete manhole with Nueces type R-3220 type cast iron frame and grates with 2-foot sump.	1	EA	\$8,000.00	\$8,000.00	1.00	\$8,000.00	0.00	\$0.00
36	12-inch diameter precast concrete lined end section with top rap.	1	EA	\$325.00	\$325.00	1.00	\$325.00	0.00	\$0.00
37	12-inch diameter PVC lined end section.	1	EA	\$150.00	\$150.00	1.00	\$150.00	0.00	\$0.00
38	12-inch diameter PVC lined end section with top rap.	1	EA	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00
39	18-inch diameter PVC lined end section.	1	EA	\$300.00	\$300.00	1.00	\$300.00	0.00	\$0.00
40	24-inch diameter PVC lined end section with top rap.	2	EA	\$400.00	\$800.00	2.00	\$800.00	0.00	\$0.00
41	18-inch diameter precast concrete lined end section.	4	EA	\$600.00	\$2,400.00	4.00	\$2,400.00	0.00	\$0.00
42	TOTAL FOR STORM SEWER			\$187,181.00	\$187,181.00		\$187,181.00		\$0.00
<b>ROADWAY PROJECT</b>									
43	Cleaning, grubbing, and tree removal for entire project.	1	LS	\$3,500.00	\$3,500.00	1.00	\$3,500.00	0.00	\$0.00
44	Install existing and new sidewalks.	20,000	GT	\$3.00	\$60,000.00	20,000.00	\$60,000.00	0.00	\$0.00
45	Remove and salvage existing Type III kerbside to City of Franklin.	1	EA	\$250.00	\$250.00	1.00	\$250.00	0.00	\$0.00
46	Remove existing asphalt pavement.	700	SY	\$1.50	\$1,050.00	700.00	\$1,050.00	0.00	\$0.00
47	Fill existing asphalt pavement.	50	SY	\$10.00	\$500.00	50.00	\$500.00	0.00	\$0.00
48	Full depth surface of existing pavement.	40	LF	\$5.00	\$200.00	40.00	\$200.00	0.00	\$0.00
49	Provide control system, including installation, maintenance, and removal of stone construction evidence, all fence, utilities, diversion berms, temporary sedimentation basin, and final grade screens.	1	LS	\$15,000.00	\$15,000.00	1.00	\$15,000.00	0.00	\$0.00
50	Onsheet aggregate base course 1-1/4 inch granular.	2,400	TON	\$42.00	\$100,800.00	3,671.00	\$154,923.00	1,271.00	\$15,282.00
51	31-inch flint portland cement concrete curb and gutter.	61	LF	\$26.00	\$1,586.00	61.00	\$1,586.00	0.00	\$0.00
52	31-inch portland cement concrete vertical face curb and gutter.	1,770	LF	\$12.90	\$22,833.00	1,770.00	\$22,833.00	0.00	\$0.00



<b>APPROVAL</b> 	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>11/03/2015</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>A Resolution to Adopt a Position Classification Plan and a Compensation Plan for Non-Represented Employees, an Implementation Strategy for the Same, and Changes to Certain Position Titles, to Implement 2015 Non-Represented Employee General Wage Adjustments in Accordance with the Compensation Plan and Implementation Strategy, and to Authorize Amendment to the Employee Handbook and the Civil Service System Personnel Administration Program to Reflect Such Changes</b>	<b>ITEM NUMBER</b> <i>G. 8.</i>

The Common Council hired GovHR USA to perform a Classification and Compensation Study to appropriately establish and position non-represented employee wages for both internal and external equity. The study was received in August of 2015 and has been under review since that time. The consultant presented the results to the Common Council at a public meeting in August. Adoption of the study, along with an implementation plan, was incorporated into the Mayor's 2016 recommended budget for approval with the necessary funding. The Common Council directed that the Personnel Committee report back to them as to a recommendation prior to the end of October. During that period of review, the Director of Administration held approximately 10 different meetings, averaging over an hour and a half in length, with employee groups to explain in detail the nature of the study results and the intent of the implementation plan. The Personnel Committee unanimously adopted (those in attendance) the motions below which were reported in general to the Aldermen during the second budget deliberation.

"Motion by Member Wikel and seconded by Member Barber to recommend to the Common Council to accept the Classification Study as presented by the consultant with the policy and implementation recommendations recommended by the Director of Administration in the budget documentation and to commence the appeals process as an administrative review. Motion Carried: Ayes - All."

"Motion by Alderman Schmidt and seconded by Member Sheehan to recommend to the Common Council the Compensation Plan as presented for the 65th percentile with the implementation recommendations as presented by the Director of Administration. Motion Carried: Ayes - All."

The Committee of the Whole completed its budget review and has sent to public hearing a 2016 budget proposal that did not impact the recommendation to adopt the Classification and Compensation Study.

The attached resolution adopts and implements the Classification and Compensation Study as presented by the Consultant with the implementation modifications recommended by the Director of Administration and the Personnel Committee, including some additional details as required. This is a large, complex issue, and, therefore, the Resolution has many components. The following paragraphs walk through the Resolution highlighting certain aspects or the intent of certain aspects.

The first "Resolved" broadly adopts the Classification Plan and, importantly, dictates that an appeal process shall be completed. Any positions classifications that are recommended for adjustment as a result of an appeal would be brought back to the Personnel Committee and the Common Council for confirmation.

The second "Resolved" broadly adopts the Compensation Structure and establishes the pay philosophy at the sixty-fifth percentile, consistent with the Mayor's Proposed 2016 Budget.

The third "Resolved" itemizes 8 points necessary for implementation of the Compensation Plan, the points are summarized as follows:

Point 1. Stipulate that the City's intent is to establish merit pay and direct the Director of Administration to guide the development of a new, equitable performance evaluation system.

Point 2. Establish the definition and intent of a "Market Rate" within each pay grade to establish the intended market-competitive salary for each classification grade and for employees that continue, at a minimum, to meet expectations.

Point 3. Self explanatory.

Point 4. Establish and define Progress-to-Market-Rate Adjustments, the methodology by which a satisfactory employee can achieve the Market Rate with acceptable performance.

Point 5. Establish and explain the Merit Range Segment of the pay plan, identifying the top 35% of each pay range as intended primarily for those employees who exceed expectations.

Point 6. Explains how Progress-to-Market-Rate Adjustments and Merit Performance Increases are applied going forward and how the pay-for-performance concept is initially implemented.

Point 7. Explains how the pay philosophy is maintained overtime.

Point 8. Addresses multiple miscellaneous issues that are necessary to be addressed within a compensation plan including, for example, promotions, non-scheduled wage adjustments, the potential for Market Rate special circumstances (including the method to address the unique scenario for Sergeants), monitoring compression in the future, and general administration issues such as calculation procedures.

The fourth "Resolved" authorizes wage adjustments for 2015 for non-represented employees and addresses the details of the implementation strategy to place individuals within the plan. Most of the increases for 2015 become effective retroactive to the start of the employee's third pay period. Much of the focus of the implementation strategy is on bringing individuals below or at the bottom of their range into an appropriate position within the range. The items are consistent with the strategy presented in the budget document. Point 8 addresses Fair Labor Standard Act (FLSA) considerations and addresses overtime implications for certain positions. The FLSA review was part of the contract with GovHR USA.

The fifth "Resolved" simply retains the City and Common Council's rights.

The sixth "Resolved" simply renames some positions, as recommended by the consultant. The Information Technology Director position was not renamed to "Manager" as we are currently within the hiring process.

The final "Resolved" directs and authorizes the Director of Administration to incorporate the Resolution into the Employee Handbook and Civil Service System Personnel Administration Program as necessary. Those documents are written in a different style and have their own structure. Therefore, incorporating the Resolution will take some time. Nonetheless, that administrative step can occur concurrently with the implementation steps if the Common Council authorizes implementation. It also addresses incorporation of the current Salary Administration Policy type language which would need to be done to reflect the new Classification methodology that GovHR USA prescribed. Effectively, much of the old language of the Salary Administration Policy becomes outdated with the new Classification and Compensation Plan, but some of the explanatory language should be incorporated. Nonetheless, to ensure the consistency and acceptance of the final form, the Resolution does stipulate that the final documents be brought back to the Common Council for confirmation at that time.

**Funding:** Funding for implementation has already been addressed by the Common Council. All 2015 non-represented wage increases were held in abeyance pending this implementation. Those resources fund the majority of the 2015 wage adjustments. Additionally, approximately \$40,000 in appropriations intended for wages in 2014 were specifically allowed to fall to the bottom line for the purpose of using them to aid in funding implementation. A budget modification appropriating those resources could be addressed at this time if the Common Council desires, but if savings across the individual Personnel Services portions of each of the 2015 departmental budgets are sufficient that step can be skipped. If they appear to be insufficient as the City approaches year's end, such a budget modification would be brought in. Sufficient funding is also incorporated into the 2016 budget for the actions addressed herein. This Resolution, however, does not yet authorize the 2016 non-represented wage increases, which would be estimated to be applied in late May, following further action by the Common Council.

**Summary:** This is a complex issue involving an 80+ page report, a 5-page budget write up, multiple meetings, and a 5-page resolution. With all of that information and with much of the resolution being straight forward and self explanatory, I (the Director of Administration) refrained from going into an expansive write-up further detailing each and every aspect of the Resolution. I stand ready to address any additional questions. Due to the complexity and magnitude of the implementation efforts required by Payroll, particularly during the holiday period and given additional ACA requirements, adoption is recommended at this time so that implementation of wage changes could hopefully occur for the December 11th pay period (25th pay period).

## **COUNCIL ACTION REQUESTED**

Motion to adopt Resolution No. 2015-\_\_\_\_, A Resolution to Adopt a Position Classification Plan and a Compensation Plan for Non-Represented Employees, an Implementation Strategy for the Same, and Changes to Certain Position Titles, to Implement 2015 Non-Represented Employee General Wage Adjustments in Accordance with the Compensation Plan and Implementation Strategy, and to Authorize Amendment to the Employee Handbook and the Civil Service System Personnel Administration Program to Reflect Such Changes.

RESOLUTION NO. 2015-\_\_\_\_\_

**A Resolution to Adopt a Position Classification Plan and a Compensation Plan for Non-Represented Employees, an Implementation Strategy for the Same, and Changes to Certain Position Titles, to Implement 2015 Non-Represented Employee General Wage Adjustments in Accordance with the Compensation Plan and Implementation Strategy, and to Authorize Amendment to the Employee Handbook and the Civil Service System Personnel Administration Program to Reflect Such Changes**

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WHEREAS the City of Franklin contracted with GovHR USA to prepare a Classification and Compensation Study and to provide a tool for the continued classification of positions; and

WHEREAS the Director of Administration has prepared and proposed a series of implementation recommendations, as outlined below; and

WHEREAS the Mayor, Personnel Committee, and Director of Administration have recommended the adoption of the classification plan, compensation philosophy, compensation plan structure, and implementation strategy generally as set forth below; and

WHEREAS it is expected that additional details of implementation, including but not limited to completion of the appeal process relative to individual position classification plan placement, may continue to come forward, but such details need not delay the initial overall implementation as set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that the Non-Represented Employee Classification Plan, attached hereto and labeled Table 1, is hereby adopted, and the Director of Administration is directed to implement that plan and plan components, as delivered by GovHR USA, including proceeding with an initial appeal process related to the initial placement of positions within the classification plan.

BE IT FURTHER RESOLVED that the Mayor and Common Council of the City of Franklin adopts as the compensation philosophy to pay non-represented employees at the sixty-fifth percentile relative to comparable communities, with such comparable communities as established by the Common Council, and adopts a Compensation Plan, setting minimum and maximum salaries and Compensation Plan characteristics in accordance with the structure as delivered by GovHR USA, which is attached hereto and labeled Table 3.

BE IT FURTHER RESOLVED that implementation of the Compensation Plan shall include the following plan components:

1. The City of Franklin shall strive to establish a merit performance plan and system that rewards the best performers, and acknowledges it intends to enhance and further the merit-based compensation system set forth below. To that end, the Director of Administration is directed to guide the development of a performance evaluation system that enables consistent, measureable performance evaluations for the purpose of fairly distributing Merit Performance Increases, as further described below.
2. Market Rates: The "Market Rate" identifies the point within each salary range that is the targeted salary position for a tenured employee who is performing at a level that meets expectations. Termed the "Market Rate" for each grade and each position with each grade, its purpose is to establish and communicate the market-competitive salary for each position. It establishes clear information and addresses expectations for both hiring and retention circumstances. The Market Rate shall be established for each range at the point that is 65 percent through the range, except as otherwise specified below, and is calculated as follows:

$$[(\text{Maximum Salary} - \text{Minimum Salary}) \times .65] + \text{Minimum Salary}$$

3. The area of the salary range below the Market Rate is intended for newer employees who, by performing at a level that meets or exceeds expectations, are eligible for regular, pre-established merit increases with the goal of progressing such individuals to the Market Rate in the manner described in number 4 below.

4. Progress-to-Market-Rate Adjustments: A goal of the Compensation Plan for keeping quality employees who meet or exceed expectations shall be to advance quality employees to the midpoint and then to the Market Rate within a reasonable and appropriate time frame, which time period will vary depending upon the employee's starting salary and performance and the frequency and amount of the merit pool as designated by the Common Council annually. Provided the employee receives a performance evaluation rating of "meets expectations" or better, Progress-to-Market-Rate Adjustments are granted automatically at the time across-the-board Market Adjustments to salaries and/or Merit Performance Increases are authorized, are not dependent upon market adjustment pools or merit pools, but are subject to authorized appropriations.

The applicable rates for a Progress-to-Market-Rate Adjustment shall be established as follows:

<u>Range</u>	<u>Salary Increase</u>
Salaries including and from the Minimum and below the point 30% through the range:	2.25%
Salaries including and from the point 30% through the range and below the Midpoint:	1.50%
Salaries including and from the Midpoint and below the Market Rate:	.75%
Salaries including and above the Market Rate:	0%

For the purpose of phasing in this methodology, however, the 2015 rates for Progress-to-Market-Rate Adjustments rates shall be two-thirds of the above (1.5%, 1.0%, and .5% respectively).

5. Merit Range Segment of the Pay Range: The area of the salary range above the Market Rate is intended for the following:

- a. tenured employees who, by performing at a level that exceeds expectations, have been advanced into this portion of the range through subsequent merit increases;
- b. employees placed into this portion of the range at initial adoption of the plan or advanced into this range through across-the-board adjustments prior to final implementation of a performance evaluation system; and
- c. employees placed in this range or moved through the range based upon special market conditions or special hiring or retention circumstances, both as may be separately approved from time to time.

Therefore, after implementation of the merit performance component of the pay plan, individuals earning their way into the Merit Range, the top 35% of the pay range, will have achieved that position through outstanding or exceptional performance. Additionally, individuals having earned their way into the Merit Range or having received an initial placement in the Merit Range should expect to only see continued advancement in the range through continued outstanding or exceptional performance, provided a merit pool has been set by the Common Council. In other words, after adoption of a performance evaluation plan, an employee who consistently exceeds expectations can expect to reach the maximum of the salary range during their career, provided ample merit pools have been designated over time. Conversely, an average employee performing at a standard or good level should not expect to reach the top of the range, but should reach the Market Rate in a reasonably timely manner.

6. Merit Pay: Top pay is intended for top performers. Merit Increases are awarded through allocation and distribution of a Merit Pool, the pool of resources designated by the Common Council for Merit Pay. Merit Increases have two components and are added to any Market Adjustments to the Wage and Salary Rates, but do not compound at initial application.

- a. Progress-to-Market-Rate Adjustments, as described above, are a sub-component of Merit Increases. It is intended that this component is awarded or allocated first based upon the methodology identified above. It is given to any employee who meets or exceeds expectations and falls into the Progress-to-Market-Rate Adjustments ranges or categories noted above. [Note: The Common Council may adjust the Progress-to-Market-Rate Adjustments Rates from time to time, but it is intended that these rates and the priority of these rates shall remain unaltered.]
- b. Merit Performance Increases. After adoption and implementation of a performance evaluation system that enables consistent, measureable performance evaluations, the remaining portion of the Merit Pool (after Progress-to-Market Rate Adjustments) will be allocated to employees based upon an annually approved formula. The formula may award varying percentages based upon the degrees of performance (distinguishable gradients of merit performance), may address departments or divisions differently, and may include any component deemed appropriate by the Common Council. Pending adoption and implementation of a performance evaluation system, the portion of the Merit Pool to be awarded through Merit Performance Increases will be allocated on an across-the-board basis to all employees who have received an evaluation of "standard" or meets or exceeds expectations, except in the event of any special, flat amount award as otherwise provided for, and excluding the portion of any circumstance that would exceed the approved wage range. Any performance evaluation scored below this level and not qualifying the employee for any Merit Pay increase must be confirmed by Human Resources.

7. Maintaining the Pay Philosophy or Annual Adjustment to the Pay Ranges: Annually, or as otherwise determined by the Common Council, the Common Council will set the following:

- a. Market Adjustment to the Pay Ranges of the Compensation Plan: The compensation ranges should be adjusted to track the changes in base pay as offered to the employees of the comparable communities. A Market Adjustment to the Pay Range does not adjust any employees' pay; it simply re-establishes the ranges to reflect current market conditions. Absent an action by the Common Council to address the Market Adjustment to the Pay Ranges, the Director of Administration will report the impact on the adopted pay philosophy or desired market position target (currently the sixty-fifth percentile).
- b. Market Adjustment to the Wage and Salary Rates (Market Pool): These are across-the-board adjustments to employee wage and salary rates. They are intended to equal the Market Adjustment to the Pay Ranges. They are only available to employees who meet or exceed expectations. Their purpose is to help ensure employees retain their relative position against the market and within their pay range. The Market Pool is the amount of money dedicated to addressing this issue.

8. Miscellaneous Compensation Plan Components

- a. Promotions: Except as otherwise noted, an employee receiving a promotion (a transfer to a position at a higher pay grade) will receive an adjustment to base pay of at least 5% and not more than 7.5%, but not less than the minimum of the range, as determined by the Mayor, upon recommendation of the Department Head and Director of Administration, taking into account experience, performance, the compensation structure, and other such factors as may be determined to be appropriate. Additionally, and as an exception, such an employee being promoted from an "FLSA non-exempt" position to an "FLSA exempt" position may be placed at an initial salary that takes into consideration loss of access to overtime, historical average-annual overtime earnings, anticipated additional hours worked, and other such factors as may be determined to be appropriate, but may not be placed at above the Market Rate, unless required by the minimum promotional increase as described above.
- b. Non-Compounding: An employee may receive a Progress-to-Market-Rate Adjustment, a Market Rate Adjustment, and a Merit Performance Increase at the same time, but the combined increase is capped at 5.5% for a given year, unless otherwise authorized by the Mayor or Common Council. All adjustments applied at the same time will be added together and applied as a single increase, and, therefore, are applied without any compounding effect for that period.

- c. **Non-Scheduled Wage Adjustments:** At any time or at any position in the range an Appointing Authority may recommend a flat or percentage amount merit award for an individual that may be a one-time award, an award for a fixed-period up to one calendar year, or an adjustment to the base, which adjustment to the base may not exceed the grade maximum salary. Any such award, or combination of such awards during a calendar year, is subject to approval by the Mayor, following review and recommendation by the Director of Administration, but may not exceed a 5% increase in annual gross compensation without approval by the Common Council. Any such award is dependent upon available appropriations.
- d. **Market Rate Special Circumstances:** Special consideration may be given by the Common Council as to the need to adjust the Market Rate and/or establish an effective salary minimum for a position based upon factors as the Common Council may determine are applicable, including but not limited to whether or not said position is part of a promotional path, is at risk of compression, or is a deterrent to internal candidates seeking promotions without such special consideration. The following Market Rate Special Circumstance exists at initial implementation.
  - (i) **Sergeant.** If the position of Sergeant is in Grade 9, the effective salary minimum upon implementation is \$73,776, which represents a 7.5% increase above the current top Patrol Officer annual wage, which results in a Market Rate for the position of \$79,567.
- e. **Compression:** If the Director of Administration determines wage compression exists between any supervisory and subordinate positions as a result of differences between the change over time in non-represented and represented (union) wage increases, the Director shall bring such issue to the Personnel Committee for review and consideration.
- f. **Salary Maximums:** An individual whose salary exceeds or would exceed the maximum of the range may not receive any part of an increase that exceeds the maximum of the range, unless otherwise specifically approved as provided for above. If a Market Adjustment to the Pay Range occurs during the same calendar year and within six months of such an instance and the individual's salary following the Market Adjustment to the Pay Range is now within the salary range, that portion of the increase that was vacated, up to the maximum of the range, may be reapplied retroactively.
- g. **Rounding and General Administration:** Minimum, maximum, and Market Rate annual salary rates shall be rounded to the nearest dollar for both presentation and application purposes. The Compensation Plan as presented in the Employee Handbook and the Civil Service System Personnel Administration Program shall list the minimum salary, maximum salary, and Market Rate for each classification grade. For part-time positions the minimum salary, maximum salary, and Market Rate shall be calculated on a proportional basis as shall be determined by the Director of Administration.

BE IT FURTHER RESOLVED that the Mayor and Common Council of the City of Franklin authorize adjustment to the pay of non-represented employees in accordance with the implementation plan set forth herein and adopts the additional following specific provisions to effectuate the implementation of the Non-Represented Employee Classification Plan and the Non-Represented Employee Compensation Plan:

1. Individuals with compensation rates below minimum of the range will be awarded an increase of up to 6% or whatever percentage is necessary to raise them to the minimum of the range retroactive to the start of the 4th full pay period of 2015 for the position.
2. In addition to item "1." of this section, individuals with compensation rates below minimum of the range after application of item "1." of this section, will be awarded an increase of up to 6% or whatever percentage is necessary to raise them to the minimum of the range effective at the start of the 25th full pay period of 2015 for the position.
3. Individuals with significant tenure (in the position) and whose current wage places them within the bottom 20% of the salary range for the position will be awarded an increase of a percentage as noted below based upon their years of service and position in the range, per the following schedule:

<u>Position in Range</u>	<u>Years of Service In Current Position and Percentage Award</u>	
Bottom 10% of Range:	10+ years of service = 3%	At least 5 but less than 10 years of service = 2%
Bottom 10% to 20% of Range:	10+ years of service = 1.5%	At least 5 but less than 10 years of service = 1%

4. Individuals with compensation rates below the minimum of the range who receive an increase from application of item "1." above, which increase is less than the individual would receive in accordance with item "3." had their current salary been equal to the minimum of the range, shall receive the percentage the individual would receive in accordance with item "3." above as if their current salary was the minimum of the range, instead of receiving the lesser amount that would result from applying item "1." above. (This effectively awards the greater of item "1." or item "3." above for those tenured individual just below the minimum.)

5. In addition to items "1." through "4." above and standard Compensation Plan components as set forth herein, individuals may receive Progress-to-Market-Rate Adjustments in accordance with the following table applicable for 2015 and effective at the start of the 4th full pay period of 2015 for the position:

<u>Range</u>	<u>Salary Increase</u>
Salaries including and from the Minimum and below the point 30% through the range:	1.50%
Salaries including and from the point 30% through the range and below the Midpoint:	1.00%
Salaries including and from the Midpoint and below the Market Rate:	.50%
Salaries including and above the Market Rate:	0%

6. In addition to items "1." through "5." above and standard Compensation Plan components as set forth herein, individuals may receive a Market Adjustment to the Wage and Salary Rates increase of 1.5% effective at the start of the 4th full pay period of 2015.

7. The Director of Administration and Human Resources Coordinator will review the current pay plan circumstances for employees hired within the past two years or promoted within the past 18 months to determine a fair and appropriate placement within the new Compensation Plan range, which placement shall require approval by the Mayor.

8. Fair Labor Standards Act (FLSA): In accordance with their designation as FLSA-exempt positions, Department of Public Works Supervisors shall no longer be eligible for overtime compensation; however, the placement of the incumbents within the salary grade for the position shall be based upon a review by the Director of Administration and Human Resources Coordinator as to overtime and hours worked records to determine a fair and appropriate placement within the new Compensation Plan range, which placement shall require approval by the Mayor. Public Health Nurses shall continue to receive overtime in accordance with historical practices pending further review and subsequent action by the Common Council. The Planner and Planner II position descriptions shall be modified to indicate that the positions are FLSA non-exempt, and the positions shall be administered as such retroactive to October, 2015.

9. As part of the initial implementation, individuals remaining below the minimum for the range following allocation of 2016 wage adjustments will be evaluated for placement at the minimum position on the range, subject to approval by the Mayor or Library Board following review and recommendation by the Director of Administration and Library Director, as appropriate.

BE IT FURTHER RESOLVED by the Mayor and Common Council of the City of Franklin that each and every component of the Classification Plan, Compensation Plan, this Resolution, and all related such policies adopted herein or elsewhere remain at the sole discretion of the Common Council and are subject to change by the Common Council, with or without notice, and that none of the statements, policies, procedures, rules, or regulations contained

herein constitutes a guarantee of employment, guarantee of any other right or benefit, or a contract of employment, express or implied.

BE IT FURTHER RESOLVED by the Mayor and Common Council of the City of Franklin that the following position descriptions be modified to reflect a change in title as indicated below:

<u>Current Position Title</u>	<u>Amended Position Title</u>
Senior Planner	Principal Planner
Secretary (Fire)	Confidential Fire Administrative Assistant
Planner II	Associate Planner
Planner	Assistant Planner
Secretary (DPW)	Administrative Assistant
Secretary (Engineering)	Administrative Assistant

BE IT FURTHER RESOLVED by the Mayor and Common Council of the City of Franklin that the Director of Administration is hereby directed to prepare and implement amendments to the current Employee Handbook and Civil Service System Personnel Administration Program, in a form, format, and manner as he shall determine is appropriate, in order to clearly and accurately report and incorporate the policy changes effectuated herein, including such amendments as may be requested or confirmed by the Library Board, which shall include a descriptive, explanation of the nature and basis for the Compensation and Classification Plan incorporating aspects of the current Salary Administration Policy, which policy shall be superseded in its entirety hereafter. The amended documents shall be presented to the Common Council for confirmation, but confirmation is not required prior to implementation of this Resolution.

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of November, 2015 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of November, 2015.

APPROVED:

\_\_\_\_\_  
Stephen R. Olson, Mayor

ATTEST:

\_\_\_\_\_  
Sandra L. Wesolowski, City Clerk

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

**CITY OF FRANKLIN  
CLASSIFICATION PLAN**

Position Title	Grade	JFA Total	Range	Recommended New Title
<b>Executive and Management</b>				
Director of Administration	14	810	790 and above	
Fire Chief		795	(35 points)	
Police Chief		795		
Assistant Fire Chief	13	770	750 to 785	
City Engineer/DPW Director		755		
Police Inspector		755		
Battalion Chief	12	730	710 to 745	
Captain of Police		730		
Director of Finance and Treasurer		725		
Director of Clerk Services	11	705	670 to 705	
Director of Health and Human Services		680		
Library Director		680		
<b>Supervisory and Advanced Technical</b>				
Building Inspector	10	665	615 to 665	
Sewer & Water Superintendent		665	(50 points)	
Information Services Director		645		Information Systems Manager
Assistant City Engineer		635		
Economic Development Director		630		
Planning Manager		630		
Department of Public Works Superintendent		615		
Emergency Services Communication Supervisor	9	585	560 to 610	
Police Sergeant		570		
Senior Planner		570		Principal Planner
Public Health Nurse Supervisor		565		
Project Engineer		560		
Electrical Inspector	8	550	505 to 555	
Plumbing Inspector		550		
First Assistant Building Inspector		545		
Adult Services Librarian/Assistant Director		540		
Human Resources Coordinator		520		
Accounting Supervisor		505		
Engineering Tech IV		505		
Deputy Treasurer	7	485	450 to 500	
Assistant Superintendent of Public Works		480		
Assistant Building Inspector		470		
Building Maintenance Superintendent		460		
Sanitarian		460		
Engineering Tech III		455		
Library Circulation Supervisor		455		
Mechanic I		455		

**CITY OF FRANKLIN  
CLASSIFICATION PLAN**

Table 1

Position Title	Grade	JFA Total	Range	Recommended New Title
Planner II		455		Associate Planner
Public Health Nurse		455		
<b>Administrative and Technical</b>				
Sewer & Water Operator II	6	440	415 to 445	
Court Administrative Assistant		435	(30 points)	
Reference Librarian		420		
Youth Reference/Young Adult Librarian		420		
Engineering Tech II		415		
<b>Dispatcher</b>				
Dispatcher	5	410	380 to 410	
Heavy Equipment Operator		410		
Sewer & Water Operator I		395		
Inspection Permit Clerk		395		
Assistant Mechanic		390		
Accountant		385		
Deputy City Clerk		385		
<b>Light Equipment Operator</b>				
Light Equipment Operator	4	375	345 to 375	
Confidential Police Administrative Assistant		370		
Secretary (Fire)		370		Conf. Fire Administrative Asst.
Deputy Court Administrative Assistant		370		
Sewer & Water Technician		370		
Administrative/Project Assistant		365		
Program and Outreach Coordinator		365		
Planner		355		Assistant Planner
<b>Clerical and Support Staff</b>				
Secretary (DPW)	3	335	310 to 340	Administrative Assistant
Secretary (Engineering)		335		Administrative Assistant
Municipal Court Clerk		325		
Account Clerk		315		Payroll Clerk
Administrative Clerk		315		
Assessor Clerk		315		
Maintenance Custodian		315		
<b>Secretary (Building)</b>				
Secretary (Building)	2	305	275 to 305	
Library Assistant		300		
Secretary (Planning)		300		
Finance Clerk		290		
Secretary (Clerk)		290		
Lead Cashier		285		
Clerk Typist		275		
<b>Cashier/Clerk</b>				
Cashier/Clerk	1	270	To 270	
Library Administrative Aide		270		
Custodian		235		
Police Utility Clerk		235		

**CITY OF FRANKLIN  
CLASSIFICATION PLAN**

Table 1

<b>Position Title</b>	<b>Grade</b>	<b>JFA Total</b>	<b>Range</b>	<b>Recommended New Title</b>
Library Shelver				
Clinic Staff Nurse				Not classified
Clerical Aide				Not classified
Eng Tech I				Not classified
Public Works Foreman				Not classified

**CITY OF FRANKLIN  
CLASSIFICATION PLAN**

TABLE 3

**65th Percentile**

<b>Clerical and Support Staff</b>			
7.5% between Ranges			
30% Range Spread			
1	\$32,500		\$42,250
2	\$34,938		\$45,419
3	\$37,558		\$48,825

<b>Administrative and Technical</b>			
7.5% between Ranges			
30% Range Spread			
4	\$42,500		\$55,250
5	\$45,688		\$59,394
6	\$49,114		\$63,848

<b>Supervisory and Advanced Technical</b>			
7.5% between Ranges			
32.5% Range Spread			
7	\$54,000		\$71,550
8	\$58,050		\$76,916
9	\$62,404		\$82,685
10	\$67,084		\$88,886

<b>Executive and Management</b>			
7.5% between Ranges			
35% Range Spread			
11	\$72,000		\$97,200
12	\$77,400		\$104,490
13	\$83,205		\$112,327
14	\$89,445		\$120,751

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<b>APPROVAL</b> <i>Slw</i> <i>RA</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> November 3, 2015
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>September 2015 Monthly Financial Report</b>	<b>ITEM NUMBER</b> <i>B.9.</i>

**Background**

The September 2015 Financial Report is attached.

The Finance Committee has not reviewed this report. 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

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Date: October 26, 2015  
To: Mayor Olson, Common Council and Finance Committee Members  
From: Paul Rotzenberg, Director of Finance & Treasurer *PR*  
Subject: September, 2015 Financial Report

The September, 2015 financial reports for the General Fund, Debt Service Fund, TID3 Fund, TID 4 Fund, Library Fund, Solid Waste Fund, Development Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, Street Improvement Fund, Sanitary Sewer Fund, Water Fund, Self Insurance Fund, Employee Retirement Insurance Fund, and Non-Major Funds are attached.

The budget allocation is calculated using average activity for that item over the previous five years. Therefore caution is advised when reviewing variances to budget, as activity patterns change over time can relate to manager inputs or service demand changes. Note that, in those instances where no prior history for the account is present, there is no monthly allocation of the budget.

General Fund revenues of \$21,860,018 are \$283,576 favorable to the budget.

- Room Tax revenues on the newest hotel have been delayed with the opening, generating a \$57,056 unfavorable variance.
- State Exempt Computer Aid of \$589,797 is \$244,797 favorable to budget related to additional equipment in the City. The amount of equipment significantly increased generating a 70% increase in this state aid.
- Building permit revenues of \$404,793 are \$151,546 unfavorable to budget, and the prior year. No major permits have been pulled in 2015.
- Interest on the tax roll of \$66,787 is complete and will be \$33,213 unfavorable to plan.

General Fund Expenditures of \$17,289,946 are \$925,219 favorable to budget.

- General Government savings of \$237,803 is centered in Insurance (a timing issue with the budget) and Information Services related to a vacant manager position

- Within Public Safety – several vacant Police positions over the summer are providing savings to budget (\$424,855 favorable variance).
- DPW Personnel costs are favorable. A larger than expected use of dept staff on projects related to the Kayla's park project is resulting in favorable personnel savings (\$160,496). While Non-Personnel costs are reduced on low fuel prices
- The vacant Economic Development Manager position explains the reduced Conservation and Development costs (\$44,687 or 72% favorable variance). On the Non-Personnel side, Professional fees related to the Retail Area and Ryan & Loomis development projects are generating these costs.
- In the Contingency area, expenditures to explore new Development areas are driving those costs (\$49,000) and will be moved to the Development area.
- Transfers are those to Capital Outlay fund authorized in the 2015 budget.
- Fourth Quarter reviews may result in some proposed budget amendments to deal with spending issues.

The General Fund \$4,570,072 surplus is \$1,208,795 favorable to budget primarily due to reduced expenditures and the \$244,797 additional exempt computer aids.

**DEBT SERVICE** – Activity is as expected.

**TID3** – Receipts are as forecast. The 27<sup>th</sup> Street road project is in full swing with commitments made on the Burying utilities project and elements of the road project.

**TID4** – Receipts are as forecast. Expenditures on planning the next phase of project costs have been incurred, but no decisions to proceed have been made.

**LIBRARY FUND** – Library fund revenues are approximately on budget. Expenditures of \$949,629 are \$122,881 favorable to budget. Reduced library materials purchases are causing the surplus.

**SOLID WASTE FUND** – Revenue is comparable to budget. Tipping Fee costs arrive a month after other costs.

**DEVELOPMENT FUND** Impact fee revenues of \$347,257 are below budget. 2015 Development is slower than last year. Larger development projects result in larger impact fees. Police, Transportation and Library impact fee collections have been insufficient to provide the scheduled debt service. As those funds arrive, funds can be used to defray Debt Service costs. Capital Improvement Fund park expenditures have qualified \$501,715 of Impact fees to fund those expenditures. Water Impact fees on the Water building project have not transferred, waiting on a revised Water Impact fee study. This has kept the Park Impact fees just ahead of the limit on the holding period. However, by November, it is expected that the park impact fee holding period will result in rebates of fees collected in Q4 of 2005.

**CAPITAL OUTLAY FUND** – 2015 Revenues are substantially received. Public Safety purchases relate to several police squad cars, while the Public Works expenditure was the purchase of the wood chipper to fight the Emerald Ash Borer.

**EQUIPMENT REPLACEMENT FUND** – Revenues are in line with budget. DPW purchased the snow plow.

**STREET IMPROVEMENT FUND** – Revenues are in line with budget. The 2015 street improvement program is complete, with invoicing imminent. The project bid came in favorable to the budget.

**CAPITAL IMPROVEMENT FUND** – Landfill siting revenue have fallen behind 2015 Budget levels. Tonnage going into the landfill has fallen 20% off of prior year levels. Given the allocation of Landfill siting revenues, Capital Improvement Fund revenues from landfill siting are projected at \$511,000 rather than the \$830,000 budget, or a \$319,000 shortfall.

Kayla's Krew playground expenditures and Pleasant View Park improvements (2014 project completion) account for the bulk of the Park expenditures.

**SEWER FUND** –Revenues and expenditures are in line with budget. Operating income of \$270,141 is favorable to budget. \$1,438,722 has been spent on capital projects, the largest being the Wastewater building.

**WATER UTILITY** - Revenues are slightly less than budget, principally on reduced usage by Public Authority customers. Expenditures are unfavorable to budget. Purchased water cost was estimated for the quarter. That increased cost is driving operating results unfavorable to budget. Operations produced a profit of \$112,256, compared to the \$273,575 budgeted.

Expenditures on capital projects total \$1,869,905, the largest two being the Water Building and the Scepter Circle water main relay.

**SELF INSURANCE FUND** – With little change in participation in the City's plan, premium revenues are approximately equal to budget. 2015 premium rates are lower than 2014, which explains the reduction in revenues to the prior year. Claims costs are approximately equal to budget, and slightly greater than 2014. Net revenues of \$56,189 approximates forecast. Caution is always advisable in the fund, as claims are rather lumpy, and swings from surplus to deficit are rather common.

**RETIREE HEALTH FUND** –Claims activity has driven the Implicit Rate Subsidy to \$80,599. The Implicit Rate Subsidy is the amount that retirees use the health benefit over the rate that Active employees use the benefit. It is common for older participants to use the health benefit to a greater extent than younger active participants.

The 2015 rate reduction has reduced premium revenues to this fund, while 2015 is seeing higher claims costs than 2014 (which was not a great year either).

Investment results turned negative in August and stayed that way in September, reflecting an investment loss of \$152,994 year to date.

**Non-Major Government Funds** - The various Grant, Donations, Development, and Celebrations funds are included in this report.

Comparative Statement of Revenue, Expenses and Fund Balance  
For the 9 months ended September 30, 2015 and 2014

Revenue	2015		2015		2014		2014		2014	
	Amended Budget	Year-to-Date Budget	Year-to-Date Actual	Variance Favorable (Unfavorable)	Amended Budget	Year-to-Date Budget	Year-to-Date Actual	Variance Favorable (Unfavorable)	Amended Budget	Year-to-Date Actual
Property Taxes	\$ 16,209,000	\$ 16,178,956	\$ 16,203,311	\$ 24,355	\$ 16,220,400	\$ 16,180,289	\$ 16,201,001	\$ 10,712	\$ 16,220,400	\$ 16,201,001
Other Taxes	1,916,700	1,259,941	1,205,000	(54,941)	1,770,500	1,165,601	1,157,384	(8,217)	1,770,500	1,157,384
Intergovernmental Revenue	2,480,500	1,752,523	2,024,665	272,142	2,549,550	1,796,266	1,794,401	(1,865)	2,549,550	1,794,401
Regulation and Compliance	865,900	686,627	546,049	(140,578)	867,800	689,014	654,820	(34,194)	867,800	654,820
Law and Ordinance Violations	422,600	329,945	378,264	48,319	444,000	344,071	339,259	(4,812)	444,000	339,259
Public Charges for Services	1,515,870	1,062,256	1,062,577	321	1,416,400	995,162	957,485	(37,677)	1,416,400	957,485
Intergovernmental Charges	201,300	68,817	109,344	40,527	125,000	68,522	54,965	(13,557)	125,000	54,965
Investment Income	206,500	154,875	201,777	46,902	138,500	103,875	266,960	163,085	138,500	266,960
Miscellaneous Revenue	99,700	82,502	129,031	46,529	71,200	60,880	119,684	58,804	71,200	119,684
Transfers from Other Funds	175,000	-	-	-	400,000	-	-	-	400,000	-
Total Revenue	\$ 24,093,070	\$ 21,576,442	\$ 21,860,018	\$ 283,576	\$ 24,003,350	\$ 21,413,680	\$ 21,545,959	\$ 132,279	\$ 24,003,350	\$ 21,545,959
			101.31%				100.62%			

Expenditures	2015		2015		2014		2014		2014	
	Amended Budget	Year-to-Date Budget	Year-to-Date Actual	Variance Favorable (Unfavorable)	Amended Budget	Year-to-Date Budget	Year-to-Date Actual	Variance Favorable (Unfavorable)	Amended Budget	Year-to-Date Actual
General Government	\$ 3,009,416	\$ 2,267,515	\$ 2,029,712	\$ 237,803	\$ 2,934,266	\$ 2,230,929	\$ 2,045,050	\$ 185,879	\$ 2,934,266	\$ 2,045,050
Public Safety	16,295,688	12,414,949	11,649,819	765,130	16,121,722	12,298,032	11,158,609	1,139,423	16,121,722	11,158,609
Public Works	3,624,972	2,513,255	2,173,328	339,927	3,680,900	2,533,038	2,592,309	(59,271)	3,680,900	2,592,309
Health and Human Services	647,732	487,353	468,266	19,087	657,804	510,878	451,604	59,274	657,804	451,604
Other Culture and Recreation	180,673	120,166	146,950	(26,784)	173,682	122,740	141,857	(19,117)	173,682	141,857
Conservation and Development	720,352	358,679	355,965	(7,286)	471,758	343,026	264,559	78,467	471,758	264,559
Contingency and Unclassified	956,807	53,248	170,425	(117,177)	928,600	94,818	-	94,818	928,600	-
Anticipated underexpenditures	(360,300)	-	-	(500,000)	(360,300)	(270,225)	-	(270,225)	(360,300)	-
Transfers to Other Funds	725,000	-	500,000	(500,000)	400,000	100,000	-	100,000	400,000	-
Encumbrances	-	-	(214,519)	214,519	-	-	(190,934)	190,934	-	(190,934)
Total Expenditures	\$ 25,800,340	\$ 18,215,165	\$ 17,289,946	\$ 925,219	\$ 25,008,432	\$ 17,963,236	\$ 16,463,054	\$ 1,500,182	\$ 25,008,432	\$ 16,463,054
			94.92%				91.65%			

Excess of revenue over (under) expenditures	(1,707,270)	3,361,277	4,570,072	\$ 1,208,795	(1,005,082)	\$ 3,450,444	5,082,905	\$ 1,632,461	(1,005,082)	\$ 3,450,444
Fund balance, beginning of year	8,633,112		8,633,112		7,781,567		7,781,567		7,781,567	
Fund balance, end of period	\$ 6,925,842		\$ 13,203,184		\$ 6,776,485		\$ 12,864,472		\$ 6,776,485	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

Cil ranklin  
General Fund

Comparative Statement of Revenue  
For the 9 months ended September 30, 2015 and 2014

Revenue	2015 Amended Budget	2015 Year-to-Date Budget	2015 Year-to-Date Actual	Variance Favorable (Unfavorable)	2014 Amended Budget	2014 Year-to-Date Budget	2014 Year-to-Date Actual	Variance Favorable (Unfavorable)
<b>Taxes:</b>								
General property	\$ 16,209,000	\$ 16,178,956	\$ 16,211,874	\$ 32,918	\$ 16,220,400	\$ 16,190,289	\$ 16,201,001	\$ 10,712
Water utility - tax equivalent	1,100,000	813,113	825,300	12,187	1,059,000	778,670	802,800	24,130
Cable television franchise fees	500,000	277,950	263,212	(14,738)	500,000	282,209	250,534	(31,675)
Mobile Home	26,700	20,025	16,128	(3,897)	26,500	13,250	18,316	5,066
Room tax	290,000	148,853	91,787	(57,056)	185,000	91,472	85,734	(5,738)
<b>Total taxes</b>	<b>18,125,700</b>	<b>17,438,897</b>	<b>17,408,311</b>	<b>(30,586)</b>	<b>17,990,900</b>	<b>17,355,890</b>	<b>17,358,385</b>	<b>2,495</b>
<b>Intergovernmental Revenue:</b>								
State shared revenue	476,000	69,054	71,873	2,819	475,000	68,170	71,744	3,574
Expenditure restraint revenue	289,000	288,214	286,597	(1,617)	255,525	254,812	252,238	(2,574)
State computer aid	345,000	345,000	589,797	244,797	350,925	350,925	350,949	24
State transportation aids	1,165,000	873,750	913,040	39,290	1,295,600	971,614	971,503	(111)
Fire insurance dues	133,000	133,000	130,512	(2,488)	112,500	112,500	132,436	19,936
Other grants	72,500	43,505	32,846	(10,659)	60,000	38,245	15,531	(22,714)
<b>Total intergovernmental</b>	<b>2,480,500</b>	<b>1,752,523</b>	<b>2,024,665</b>	<b>272,142</b>	<b>2,549,550</b>	<b>1,796,266</b>	<b>1,794,401</b>	<b>(1,865)</b>
<b>Regulation and Compliance:</b>								
Licenses	136,600	130,288	141,256	10,968	138,400	132,073	142,725	10,652
Permits	729,300	556,339	404,793	(151,546)	729,400	556,941	512,095	(44,846)
Fines, forfeitures and penalties	422,600	329,945	378,284	48,319	444,000	344,071	339,259	(4,812)
<b>Total regulation and compliance</b>	<b>1,288,500</b>	<b>1,016,572</b>	<b>924,313</b>	<b>(92,259)</b>	<b>1,311,800</b>	<b>1,033,085</b>	<b>994,079</b>	<b>(39,006)</b>
<b>Public Charges for Services:</b>								
Planning related fees	73,650	56,188	52,752	(3,436)	73,950	56,057	37,700	(20,357)
General government	6,950	6,212	8,073	2,861	6,950	5,136	5,815	679
Architectural Board Review	5,300	3,808	4,395	587	3,300	2,488	3,680	1,192
Police and related	9,000	6,774	2,563	(4,211)	9,000	6,633	2,712	(3,921)
Ambulance services - ALS	635,320	480,763	510,849	30,086	556,700	419,446	450,250	30,804
Ambulance services - BLS	415,000	316,117	320,505	4,488	450,000	342,237	284,950	(57,287)
Fire safety training	2,000	794	465	(329)	2,000	947	190	(757)
Fire Sprinkler Plan Review	80,000	57,911	40,285	(17,626)	60,000	43,139	62,670	19,531
Fire inspections	30,000	19,138	15,264	(3,874)	30,000	17,331	19,028	1,697
Quarry reimbursement	42,000	22,576	25,295	2,719	42,000	12,865	23,950	11,085
Weed cutting	15,050	7,788	3,365	(4,423)	14,000	7,526	2,269	(5,257)
Engineering fees	14,000	11,719	12,056	337	10,000	7,913	29,446	21,533
Public works fees	25,000	10,144	8,027	(2,117)	35,000	14,123	13,373	(750)
Weights & Measures	7,600	2,368	298	(2,070)	4,000	1,286	1,048	(238)
Landfill Operations - Siting	19,500	13,568	-	(13,568)	19,500	13,921	39,643	(13,921)
Landfill Operations - Emerald Park	50,500	31,824	50,448	18,624	40,000	25,152	14,491	(14,491)
Health Department	85,000	15,564	7,837	(7,727)	60,000	16,962	(19,239)	(36,201)
<b>Total charges for services</b>	<b>1,515,870</b>	<b>1,062,256</b>	<b>1,062,577</b>	<b>321</b>	<b>1,416,400</b>	<b>995,162</b>	<b>957,485</b>	<b>(37,677)</b>

A Represents an amendment to Adopted Budget

L:\41803 VOL1 Finance\Qtrpt-MONTHLY FINANCIAL REPORTS\2015\General Fund.XIS3rd Quarter 2015

City ranklin  
General Fund

Comparative Statement of Revenue  
For the 9 months ended September 30, 2015 and 2014

Revenue	2015		2015		2014		2014		Variance Favorable (Unfavorable)
	Amended Budget	Year-to-Date Budget	Year-to-Date Actual	Variance Favorable (Unfavorable)	Amended Budget	Year-to-Date Budget	Year-to-Date Actual		
<b>Intergovernmental Charges:</b>									
Milwaukee County - paramedics	125,000	68,817	68,671	(146)	125,000	68,522	54,965	(13,557)	
School Liaison Officer	76,300	-	40,673	40,673	-	-	-	-	
<b>Total intergovernmental charges</b>	<b>201,300</b>	<b>68,817</b>	<b>109,344</b>	<b>40,527</b>	<b>125,000</b>	<b>68,522</b>	<b>54,965</b>	<b>(13,557)</b>	
<b>Investment Income:</b>									
Interest on Investments	105,000	78,750	91,537	12,787	90,000	67,500	73,042	5,542	
Market value change on Investments	-	-	43,331	43,331	(23,000)	(17,250)	96,253	113,503	
Interest - tax roll	100,000	75,000	66,787	(8,213)	70,000	52,500	97,559	45,059	
Other Interest	1,500	1,125	122	(1,003)	1,500	1,125	106	(1,019)	
<b>Total interest revenue</b>	<b>206,500</b>	<b>154,875</b>	<b>201,777</b>	<b>46,902</b>	<b>138,500</b>	<b>103,875</b>	<b>266,960</b>	<b>163,085</b>	
<b>Miscellaneous Revenue:</b>									
Rental of property	40,000	38,822	61,274	22,452	34,000	32,998	42,708	9,710	
Refunds/reimbursements	40,000	24,958	5,507	(19,451)	20,000	13,044	1,341	(11,703)	
Insurance dividend	15,000	15,000	52,162	37,162	15,000	13,405	66,395	52,990	
Other revenue	4,700	3,722	10,088	6,366	2,200	1,433	8,240	7,807	
<b>Total miscellaneous revenue</b>	<b>99,700</b>	<b>82,502</b>	<b>129,031</b>	<b>46,529</b>	<b>71,200</b>	<b>60,880</b>	<b>119,684</b>	<b>58,804</b>	
<b>Transfer from Other Funds:</b>									
Capital Improvement Fund	-	-	-	-	200,000	-	-	-	
Street Improvement Fund	175,000	-	-	-	200,000	-	-	-	
<b>Total transfers from other funds</b>	<b>175,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>400,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Total revenue</b>	<b>\$ 24,093,070</b>	<b>\$ 21,576,442</b>	<b>\$ 21,860,018</b>	<b>\$ 283,576</b>	<b>\$ 24,003,350</b>	<b>\$ 21,413,680</b>	<b>\$ 21,545,959</b>	<b>\$ 132,279</b>	
			<b>101.31%</b>				<b>100.62%</b>		

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

City of Franklin  
General Fund

Comparative Statement of Expenditures  
For the 9 months ended September 30, 2015 and 2014

Expenditures	2015		2015		2014		2014		Variance Favorable (Unfavorable)
	Amended Budget	Year-to-Date Budget	Year-to-Date Actual	Favorable (Unfavorable)	Amended Budget	Year-to-Date Budget	Year-to-Date Actual		
<b>General Government:</b>									
Mayor & Aldermen - Labor	65,994	50,765	49,499	1,266	65,950	50,731	49,453	\$	1,278
Mayor & Aldermen - Non-Personnel	38,500	27,226	22,786	4,440	33,180	27,943	22,628		5,315
Municipal Court - Labor	178,989	137,669	120,783	16,886	178,671	137,439	124,658		12,781
Municipal Court - Non-Personnel	47,200	31,625	31,165	6,460	44,850	35,772	34,941		831
City Clerk Labor	284,032	218,486	203,167	15,319	284,398	218,768	218,029		(261)
City Clerk - Non-Personnel	28,000	20,295	20,338	(43)	26,950	19,477	17,362		2,115
Elections - Labor	18,184	11,780	15,488	(3,698)	41,568	31,975	26,017		5,958
Elections - Non-Personnel	24,700	16,688	4,433	12,255	16,800	12,138	21,468		(9,330)
Information Services - Labor	53,337	62,728	17,000	45,728	-	-	-		-
Information Services - Non-Personnel	371,400	256,657	232,272	24,385	361,205	271,335	237,365		33,970
Administration - Labor	290,237	223,259	201,609	21,650	355,668	273,591	201,276		72,315
Administration - Non-Personnel	205,045	120,176	116,311	3,865	209,525	148,919	94,696		54,223
Finance - Labor	409,252	315,086	280,730	24,356	404,978	311,522	287,985		23,537
Finance - Non-Personnel	84,241	58,874	57,174	1,700	56,783	35,032	29,685	E	5,347
Independent Audit	36,500	30,700	27,385	3,315	29,790	29,790	28,135		1,655
Assessor - Labor	54,424	41,865	39,005	2,860	52,790	40,608	38,347		2,261
Assessor - Non-Personnel	173,450	87,130	94,013	(6,883)	171,450	92,772	91,580		1,192
Legal Services	334,800	228,518	250,896	(22,378)	329,950	223,611	217,697		5,914
Municipal Buildings - Labor	92,776	71,366	30,476	40,890	34,280	26,369	21,118		5,251
Municipal Buildings - Non-Personnel	112,600	76,416	87,375	(10,959)	134,833	91,616	96,962	E	(5,346)
Property/liability Insurance	105,775	174,196	117,807	56,389	100,647	151,521	184,648		(33,127)
<b>Total general government</b>	<b>3,009,416</b>	<b>2,267,515</b>	<b>2,029,712</b>	<b>237,803</b>	<b>2,934,266</b>	<b>2,230,929</b>	<b>2,045,050</b>		<b>185,879</b>
<b>Public Safety:</b>									
Police Department - Labor	8,184,045	6,284,194	5,859,339	424,855	8,086,034	6,220,026	5,504,679		715,347
Police Department - Non-Personnel	1,108,174	784,790	689,044	115,746	1,184,817	847,205	733,758	E	113,447
Fire Department - Labor	5,526,485	4,245,951	4,088,224	157,727	5,452,854	4,194,503	3,899,381		295,122
Fire Department - Non-Personnel	444,805	315,957	308,298	7,659	393,780	272,697	340,989		(68,292)
Public Fire Protection	265,200	199,584	205,693	(6,109)	251,700	189,606	191,196		(1,590)
Building Inspection - Labor	724,579	556,022	489,272	57,750	707,157	543,967	463,936		80,031
Building Inspection - Non-Personnel	34,800	21,651	14,149	7,502	36,580	23,228	17,870		5,358
Weights and Measures	7,600	6,800	6,800	-	6,800	6,800	6,800		-
<b>Total public safety</b>	<b>16,295,688</b>	<b>12,414,949</b>	<b>11,649,819</b>	<b>765,130</b>	<b>16,121,722</b>	<b>12,298,032</b>	<b>11,158,609</b>		<b>1,139,423</b>
<b>Public Works:</b>									
Engineering - Labor	588,437	452,665	361,169	91,496	597,006	459,235	433,014		26,221
Engineering - Non-Personnel	24,522	15,904	20,061	(4,157)	24,132	15,482	16,664		(1,182)
Highway - Labor	1,776,948	1,365,505	1,204,916	160,589	1,770,877	1,362,213	1,267,254		94,959
Highway - Non-Personnel	854,506	449,140	384,278	64,862	949,205	476,208	688,969	E	(192,761)
Street Lighting	365,509	218,589	196,656	21,933	324,630	209,285	196,533		13,752
Weed Control	15,050	11,452	6,248	5,204	15,050	10,615	10,875		(260)
<b>Total public works</b>	<b>3,624,972</b>	<b>2,513,255</b>	<b>2,173,328</b>	<b>339,927</b>	<b>3,680,900</b>	<b>2,533,038</b>	<b>2,592,309</b>		<b>(59,271)</b>

A Represents an amendment to Adopted Budget  
E Represents an encumbrance for current year from prior year

Comparative Statement of Revenue, Expenses and Fund Balance  
For the 9 months ended September 30, 2015 and 2014

Expenditures	2015		2015		2014		2014		Variance Favorable (Unfavorable)
	Amended Budget	Year-to-Date Budget	Year-to-Date Actual	Favorable (Unfavorable)	Amended Budget	Year-to-Date Budget	Year-to-Date Actual		
<b>Health and Human Services:</b>									
Public Health - Labor	550,232	422,531	402,000	20,531	557,899	429,153	382,518	46,635	
Public Health - Non-Personnel	58,300	39,822	46,181	(6,359)	58,205	42,795	35,497	7,298	
Animal Control	39,200	25,000	20,085	4,915	41,700	36,930	33,589	5,341	
Total health and human services	647,732	487,353	468,266	19,087	657,804	510,878	451,604	59,274	
<b>Culture and Recreation:</b>									
St. Martins Fair	11,000	-	11,000	(11,000)	11,000	6,875	11,000	(4,125)	
Civic Celebrations	13,000	10,400	13,000	(2,600)	13,000	7,800	13,000	(5,200)	
Senior Travel & Activities	20,000	14,526	15,513	(987)	16,600	9,732	12,881	(3,149)	
Parks - Labor	108,328	84,295	89,934	(5,639)	107,910	83,008	90,354	(7,346)	
Parks - Non-Personnel	27,345	10,945	17,503	(6,558)	25,172	15,325	14,622	703	
Total culture and recreation	180,673	120,166	146,950	(26,784)	173,682	122,740	141,857	(19,117)	
<b>Conservation and Development:</b>									
Planning - Labor	323,142	248,571	231,808	16,763	319,708	245,929	230,154	15,775	
Planning - Non-Personnel	59,550	36,296	35,824	472	60,750	27,737	31,165	(3,428)	
Economic Dev - Labor	78,235	61,238	16,551	44,687	75,800	58,308	-	58,308	
Economic Dev - Non-Personnel	259,425	12,574	81,762	(69,208)	15,500	11,052	3,240	7,812	
Total conservation and development	720,352	358,679	365,965	(7,286)	471,758	343,026	284,559	78,467	
<b>Contingency and Unclassified:</b>									
Restricted - other	890,000	-	37,500	(37,500)	801,100	-	-	-	
Unrestricted	64,307	53,248	132,925	(79,677)	125,000	93,750	-	93,750	
Unclassified	2,500	-	-	-	2,500	1,068	-	1,068	
Total contingency	956,807	53,248	170,425	(117,177)	928,600	94,818	-	94,818	
Anticipated underexpenditures	(360,300)	-	-	-	(360,300)	(270,225)	-	(270,225)	
<b>Transfers to other funds:</b>									
Street Improvement Fund	200,000	-	25,000	(25,000)	200,000	-	-	-	
Other Funds	525,000	-	475,000	(475,000)	200,000	100,000	-	100,000	
Total transfers to other funds	725,000	-	500,000	(500,000)	400,000	100,000	-	100,000	
Total expenditures	25,800,340	18,215,165	17,504,465	710,700	25,008,432	17,963,236	16,653,988	1,309,248	
% of YTD Budget			96.10%				92.71%		

A Represents an amendment to Adopted Budget  
E Represents an encumbrance for current year from prior year

City of Franklin  
General Fund  
BALANCE SHEET

	9/30/2015	9/30/2014
<b>ASSETS</b>		
Cash and investments	\$ 11,781,387	\$ 11,388,442
Accounts & Taxes receivable	408,388	395,800
Due from/Advances to other funds	2,152,294	2,171,913
Due from other governments	12,993	(3,848)
Prepaid expenditures & Inventories	15,375	34,124
<b>Total Assets</b>	<u>\$ 14,370,437</u>	<u>\$ 13,986,431</u>

<b>LIABILITIES</b>		
Accounts payable	\$ 217,475	\$ 219,169
Accrued liabilities	520,704	457,514
Due to other funds & governments	235,209	187,399
Special deposits	143,419	217,551
Unearned revenue	50,446	40,326
<b>Total Liabilities</b>	<u>1,167,253</u>	<u>1,121,959</u>

<b>FUND BALANCES</b>		
Nonspendable - Inventories, Prepaids, Advances, Assigned	2,167,669	2,206,037
Unassigned	11,035,515	10,658,435
<b>Total fund balances</b>	<u>13,203,184</u>	<u>12,864,472</u>
<b>Total Liabilities and fund balances</b>	<u>\$ 14,370,437</u>	<u>\$ 13,986,431</u>

10/26/2015

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City of Franklin  
Debt Service Funds  
Balance Sheet  
September 30, 2015 and 2014

	2015 Special Assessment	2015 Debt Service	2015 Total	2014 Special Assessment	2014 Debt Service	2014 Total
<b>Assets</b>						
Cash and Investments	\$ 473,151	\$ 1,357	\$ 474,508	\$ 470,504	\$ 47,869	\$ 518,373
Taxes receivable	-	-	-	199,699	-	199,699
Special assessment receivable	135,635	-	135,635	-	-	-
Total Assets	\$ 608,786	\$ 1,357	\$ 610,143	\$ 670,203	\$ 47,869	\$ 718,072
<b>Liabilities and Fund Balance</b>						
Unearned & unavailable revenue	\$ 135,635	\$ -	\$ 135,635	\$ 199,699	\$ -	\$ 199,699
Due to other funds	-	-	-	1,075,000	-	1,075,000
Unassigned fund balance	473,151	1,357	474,508	470,504	(1,027,131)	(556,627)
Total Liabilities and Fund Balance	\$ 608,786	\$ 1,357	\$ 610,143	\$ 670,203	\$ 47,869	\$ 718,072

Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2015 and 2014

	2015 Special Assessment	2015 Debt Service	2015 Year-to-Date Actual	2015 Annual Budget	Variance Favorable (Unfavorable)	2014 Special Assessment	2014 Debt Service	2014 Year-to-Date Actual	2014 Annual Budget	Variance Favorable (Unfavorable)
<b>Revenue</b>										
Property Taxes	\$ -	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ -	\$ -	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000	\$ -
Special Assessments	22,889	-	22,889	-	22,889	5,669	5,669	-	-	5,669
Investment Income	4,024	395	4,419	-	4,419	8,653	8,736	-	-	8,736
Total Revenue	26,913	1,600,395	1,627,308	1,600,000	27,308	14,322	1,614,405	1,600,000	1,600,000	14,405
<b>Expenditures:</b>										
Debt Service:										
Principal	-	595,000	595,000	595,000	-	-	570,000	570,000	570,000	-
Interest	-	312,011	312,011	343,365	31,354	-	300,200	300,200	300,200	-
Interfund Interest Expense	-	3,561	3,561	3,561	-	-	34,876	45,444	45,444	10,568
Total expenditures	-	910,572	910,572	941,926	31,354	-	905,076	915,644	915,644	10,568
Transfers in	-	282,493	282,493	416,926	(134,433)	-	377,574	377,544	377,544	(70)
Transfers out	(100,000)	-	(100,000)	-	100,000	(150,763)	-	(150,763)	-	150,763
Net change in fund balances	(73,087)	972,316	899,229	1,075,000	24,229	(136,441)	1,072,581	936,140	1,062,000	175,666
Fund balance, beginning of year	546,238	(970,959)	(424,721)	(424,721)		606,945	(2,099,712)	(1,492,767)	(1,492,767)	
Fund balance, end of period	\$ 473,151	\$ 1,357	\$ 474,508	\$ 650,279		\$ 470,504	\$ (1,027,131)	\$ (556,627)	\$ (430,767)	

**City of Franklin**  
**Tax Increment Financing District #3**  
**Balance Sheet**  
**September 30, 2015 and 2014**

<u>Assets</u>	<u>2015</u>	<u>2014</u>
Cash and investments	\$ 3,131,514	\$ 459,828
 Total Assets	 <u>\$ 3,131,514</u>	 <u>\$ 459,828</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 13,673	\$ 39,856
Line of Credit Advance from Development Fund	1,700,000	3,350,000
 Total Liabilities	 1,713,673	 3,389,856
Unassigned fund balance	1,417,841	(2,930,028)
Total Fund Balance	<u>1,417,841</u>	<u>(2,930,028)</u>
 Total Liabilities and Fund Balance	 <u>\$ 3,131,514</u>	 <u>\$ 459,828</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2015 and 2014**

	<u>2015</u> <u>Annual</u> <u>Forecast</u>	<u>2015</u> <u>Year-to-Date</u> <u>Forecast</u>	<u>2015</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2014</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue</b>				
General property tax levy	\$ 1,681,578	\$ 1,681,578	\$ 1,681,577	\$ 1,572,198
State exempt computer aid	387,133	387,133	421,710	407,508
Investment income	55,759	55,759	100,604	97,942
Total revenue	<u>2,124,470</u>	<u>2,124,470</u>	<u>2,203,891</u>	<u>2,077,648</u>
 <b>Expenditures</b>				
Debt service principal	-	-	20,000	9,695,000
Debt service interest & fees	146,674	146,674	65,399	214,576
Administrative expenses	29,000	21,750	14,190	10,201
Interfund interest	-	-	49,408	81,157
Capital outlays	3,640,419	2,730,314	3,305,320	180,240
Encumbrances	-	-	(2,320,289)	-
Total expenditures	<u>3,816,093</u>	<u>2,898,738</u>	<u>1,134,028</u>	<u>10,181,174</u>
	(1,691,623)	<u>\$ (774,268)</u>	1,069,863	(8,103,526)
 Fund balance, beginning of year	 <u>347,978</u>		 <u>347,978</u>	 <u>5,173,498</u>
Fund balance, end of period	<u>\$ (1,343,645)</u>		<u>\$ 1,417,841</u>	<u>\$ (2,930,028)</u>

**City of Franklin**  
**Tax Increment Financing District #4**  
**Balance Sheet**  
**September 30, 2015 and 2014**

<u>Assets</u>	<u>2015</u>	<u>2014</u>
Cash and investments	\$ 105,508	\$ 122,194
Developer receivable	-	1,199
<b>Total Assets</b>	<b>\$ 105,508</b>	<b>\$ 123,393</b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 353	\$ -
Interfund Advance from Development Fund	238,000	1,238,000
<b>Total Liabilities</b>	<b>238,353</b>	<b>1,238,000</b>
Unassigned Fund Balance	<u>(132,845)</u>	<u>(1,114,607)</u>
<b>Total Liabilities and Fund Balance</b>	<b>\$ 105,508</b>	<b>\$ 123,393</b>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Nine months ended September 30, 2015 and 2014**

	<u>2015</u> <u>Annual</u> <u>Forecast</u>	<u>2015</u> <u>Year-to-Date</u> <u>Forecast</u>	<u>2015</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2014</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue</b>				
General property tax levy	\$ 1,009,060	\$ 1,009,060	\$ 1,009,060	\$ 954,727
State exempt computer aid	23,389	23,389	19,631	24,620
Payment in Lieu of Taxes	92,021	-	92,021	18,001
Investment income	926	695	359	935
<b>Total revenue</b>	<u>1,125,396</u>	<u>1,033,144</u>	<u>1,121,071</u>	<u>998,283</u>
<b>Expenditures</b>				
Debt service/interfund interest	33,579	\$ 25,184	11,965	45,706
Administrative expenses	9,585	7,189	9,801	8,307
Capital outlays	-	-	30,378	-
Encumbrances	-	-	(12,100)	-
<b>Total expenditures</b>	<u>43,164</u>	<u>32,373</u>	<u>40,044</u>	<u>54,013</u>
Revenue over (under) expenditures	1,082,232	<u>\$ 1,000,771</u>	1,081,027	944,270
Fund balance, beginning of year	<u>(1,213,872)</u>		<u>(1,213,872)</u>	<u>(2,058,877)</u>
Fund balance, end of period	<u>\$ (131,640)</u>		<u>\$ (132,845)</u>	<u>\$ (1,114,607)</u>

City of Franklin  
 Lib. Fund  
 Balance Sheet  
 September 30, 2015 and 2014

	Operating		Restricted	
	2015	2014	2015	2014
<b>Assets</b>				
Cash and investments	\$ 808,645	\$ 753,409	\$ 120,511	\$ 146,188
Accrued receivables	85,292	-	-	-
Prepaid expenses	-	-	-	900
Total Assets	\$ 893,937	\$ 753,409	\$ 120,511	\$ 147,088
<b>Liabilities and Fund Balance</b>				
Accounts payable	\$ 30,889	\$ 17,334	\$ 308	\$ 86
Accrued salaries & wages	14,518	10,774	-	-
Encumbrance	-	2,626	-	-
Nonspendable fund balance	-	1,575	900	900
Assigned fund balance	848,530	721,100	119,303	146,102
Total Liabilities and Fund Balance	\$ 893,937	\$ 753,409	\$ 120,511	\$ 147,088

Statement of Revenue, Expenses and Fund Balance - Operating Fund  
 For the Nine months ended September 30, 2015 and 2014

	2015		2014		Variance Favorable (Unfavorable)
	Year-to-Date Actual	Year-to-Date Budget	Annual Budget	Year-to-Date Actual	
<b>Revenue</b>					
Property taxes	\$ 1,240,000	\$ 1,240,000	\$ 1,240,000	\$ 1,240,000	\$ -
Reciprocal borrowing (restricted)	100,000	52,570	50,000	33,077	(33,077)
Investment income	-	-	5,000	8,472	4,722
Transfers in	-	-	10,000	-	-
Total Revenue	1,340,000	1,292,570	1,305,000	1,248,472	(28,355)
<b>Expenditures:</b>					
Salaries and benefits	879,565	670,812	906,567	697,359	94,725
Contractual services	26,500	21,070	16,779	13,799	24,721
Supplies	31,500	23,861	36,037	28,199	2,511
Services and charges	56,600	44,173	49,310	41,173	(3,373)
Facility charges	254,120	184,887	248,313	180,661	(8,250)
Capital outlay	164,200	127,707	103,500	76,904	6,015
Capital outlay (restricted)	-	-	17,000	-	(19,000)
Total Library Costs	1,412,485	1,072,510	1,377,506	1,062,816	97,349
Total expenditures	1,412,485	1,072,510	1,377,506	965,467	97,349
Revenue over (under) expenditures	(72,485)	220,060	(72,506)	283,005	68,994
Fund balance, beginning of year	470,482	470,482	439,670	439,670	-
Fund balance, end of period	\$ 397,997	\$ 848,530	\$ 367,164	\$ 722,675	\$ -

**City of Franklin  
Solid Waste Collection Fund  
Balance Sheet  
September 30, 2015 and 2014**

<u>Assets</u>	<u>2015</u>	<u>2014</u>
Cash and investments	\$ 718,468	\$ 668,894
<b>Total Assets</b>	<b>\$ 718,468</b>	<b>\$ 668,894</b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 122,684	\$ 122,119
Accrued salaries & wages	544	315
Restricted fund balance	595,240	546,460
<b>Total Liabilities and Fund Balance</b>	<b>\$ 718,468</b>	<b>\$ 668,894</b>

**Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2015 and 2014**

<u>Revenue</u>	<u>2015 Adopted Budget</u>	<u>2015 Year-to-Date Budget</u>	<u>2015 Year-to-Date Actual</u>	<u>2014 Year-to-Date Actual</u>
Grants	\$ 69,300	69,300	\$ 69,191	\$ 69,214
User Fees	1,173,200	1,173,165	1,172,069	1,168,087
Landfill Operations-tippage	335,000	219,331	220,718	231,949
Investment Income	5,000	4,296	2,076	7,389
Sale of Recyclables	4,100	3,075	382	5,674
<b>Total Revenue</b>	<b>1,586,600</b>	<b>1,469,167</b>	<b>1,464,436</b>	<b>1,482,313</b>
<b>Expenditures:</b>				
Personal Services	22,713	17,471	13,960	13,819
Refuse Collection	666,000	499,500	493,004	487,295
Recycling Collection	365,400	274,050	272,138	268,862
Leaf & Brush Pickups	51,400	38,550	17,735	17,530
Tippage Fees	438,600	328,950	286,687	334,734
Miscellaneous	2,500	1,875	2,057	1,920
<b>Total expenditures</b>	<b>1,546,613</b>	<b>1,160,396</b>	<b>1,085,581</b>	<b>1,124,160</b>
Revenue over (under) expenditures	39,987	<u>308,771</u>	378,855	358,153
Fund balance, beginning of year	<u>216,385</u>		<u>216,385</u>	<u>188,307</u>
Fund balance, end of period	<u>\$ 256,372</u>		<u>\$ 595,240</u>	<u>\$ 546,460</u>

**City of Franklin  
Development Fund  
Comparative Balance Sheet  
September 30, 2015 and 2014**

<u>Assets</u>	<u>2015</u>	<u>2014</u>
Cash and investments	\$ 3,034,256	\$ 1,186,586
Due From Debt Service Fund	-	1,075,000
Due From TID 3	850,000	2,250,000
<b>Total Assets</b>	<b><u>\$ 3,884,256</u></b>	<b><u>\$ 4,511,586</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Non-Spendable Fund Balance - Advances	850,000	3,287,000
Encumbrance	3,321	-
Assigned fund balance	3,030,935	1,224,586
<b>Total Fund Balance</b>	<b><u>3,884,256</u></b>	<b><u>4,511,586</u></b>
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 3,884,256</u></b>	<b><u>\$ 4,511,586</u></b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2015 and 2014**

	<u>2015</u>	<u>2015</u>	<u>2015</u>	<u>2014</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>
<b>Revenue:</b>				
Impact Fee: Parks	\$ 210,000	\$ 175,075	\$ 116,971	\$ 140,896
Impact Fee: Southwest Sewer Serv	-	-	2,928	14,640
Impact Fee: Administration	5,500	4,450	3,025	4,730
Impact Fee: Water	250,000	169,215	107,490	175,330
Impact Fee: Transportation	50,000	37,433	17,906	46,678
Impact Fee: Fire Protection	50,000	40,308	23,231	40,332
Impact Fee: Law Enforcement	73,000	58,808	43,039	74,013
Impact Fee: Library	65,000	53,865	32,667	39,595
<b>Total Impact Fees</b>	<b><u>703,500</u></b>	<b><u>539,154</u></b>	<b><u>347,257</u></b>	<b><u>536,214</u></b>
Investment Income	39,000	29,250	27,646	33,235
Interfund Interest Income	67,966	50,975	29,974	90,507
<b>Total revenue</b>	<b><u>810,466</u></b>	<b><u>619,379</u></b>	<b><u>404,877</u></b>	<b><u>659,956</u></b>
<b>Expenditures:</b>				
Other Professional Services	15,000	11,250	6,752	-
Transfer to Debt Service:				
Law Enforcement	204,978	136,652	67,122	78,010
Fire	43,013	28,675	42,974	42,959
Transportation	73,535	49,023	23,393	44,734
Library	133,650	89,100	49,004	61,108
<b>Total Transfers to Debt Service</b>	<b><u>455,176</u></b>	<b><u>303,450</u></b>	<b><u>182,493</u></b>	<b><u>226,811</u></b>
Transfer to Capital Improvement Fund:				
Park	1,609,625	106,568	501,715	100,000
<b>Total Transfers to Capital Improve</b>	<b><u>1,609,625</u></b>	<b><u>106,568</u></b>	<b><u>501,715</u></b>	<b><u>100,000</u></b>
Transfer to Water Utility	150,000	112,500	-	873,727
<b>Total expenditures</b>	<b><u>2,229,801</u></b>	<b><u>533,768</u></b>	<b><u>690,960</u></b>	<b><u>1,200,538</u></b>
Revenue over (under) expenditures	(1,419,335)	<u>85,611</u>	(286,083)	(540,582)
Fund balance, beginning of year	4,170,339		4,170,339	5,052,168
Fund balance, end of period	<b><u>\$ 2,751,004</u></b>		<b><u>\$ 3,884,256</u></b>	<b><u>\$ 4,511,586</u></b>

**City of Franklin**  
**Development Fund Financial Report**  
**For the nine months ended September 30, 2015**

Effective with all permits applied for after May 31, 2002, in accordance with our Impact Fee Ordinance 2002-1712 new impact fees were adopted. The fees are automatically increased 5% in January of each year. The components of the fees for 2015 are as follows.

	Single Family	Two Family	Multi Family per Unit
Park and Playground Facilities	\$ 2,957.00	\$ 5,914.00	\$ 2,040.00
Fire Protection Facilities	410.00	820.00	284.00
Law Enforcement Facilities	762.00	1,524.00	529.00
Water system <sup>1</sup> per every 169 gallons of daily use	2,069.00	4,138.00	2,069.00 <sup>1</sup>
Transportation Facilities	80.00	160.00	56.00
Administrative Fee	55.00	110.00	55.00
Library Facilities	837.00	1,674.00	559.00
Sanitary Sewer - Ryan Creek	2,928.00	4,392.00	see note <sup>2</sup>
	<u>\$10,098.00</u>	<u>\$18,732.00</u>	<u>\$ 5,592.00</u>

In addition to the above, there is an established commercial impact fee of \$.523 psf, an industrial impact fee of \$.136 psf and an institutional impact fee of \$.738 psf. There is also a charge on each commercial, industrial or institutional building for water of \$2,069 per REC (residential equivalency) and an administrative fee of \$55 for the first 10,000 sq. ft. plus \$55 for each additional 10,000 sq. ft.

The funds generated are available for capital projects or related debt service of those municipal activities. Interest revenue is credited to each account balance.

<sup>2</sup>  
On May 21, 2013, the Common Council adopted Ordinance 2013-2105 to provide for the extension of and cost recovery of public sanitary sewer within the southwest sanitary sewer service area served by the Ryan Creek Interceptor public sanitary sewer. The fee for a single family dwelling with a 0.75" meter is \$2,928.00. For a multi family dwelling the fee is \$2,928.00 for the first unit and \$1,464.00 for each additional unit.

Development Fund

Summary of Impact Fee Activity

For the nine months ended September 30, 2015

Cash Acct	4292	4293	4294	4295	4296	4297	4298	27,100.1111
Revenue Acct								-27,200.02117
Expenditure Acct								Net Cash Balance
	Parks Recreation	Admin Fee	Water	Transportation	Fire Protection	Law Enforcement	Library	
<b>Beginning Bal, 12/31/14</b>	3,672,745.14	63,442.01	291,393.18	7,044.88	54,101.21	31,435.61	20,097.57	4,170,339.42
<b>1st Quarter</b>								
Impact Fees	11,828.00	275.00	12,315.00	736.00	1,837.00	3,348.00	3,348.00	33,687.00
Expenditures	0.00	0.00	0.00	0.00	(37,137.50)	(25,061.00)	(13,047.86)	(75,246.36)
subtotal	3,684,573.14	63,717.01	303,708.18	7,780.88	18,800.71	9,722.61	10,397.71	4,128,780.06
Transfers						0.00		0.00
Investment Income	24,967.89	431.53	2,019.54	50.31	247.40	139.68	103.49	28,164.00
Ending balance 3/31/2015	3,709,541.03	64,148.54	305,727.72	7,831.19	19,048.11	9,862.29	10,501.20	4,156,944.06
<b>2nd Quarter</b>								
Impact Fees	78,530.00	2,145.00	76,554.00	15,384.00	17,188.00	31,898.00	21,786.00	246,413.00
Expenditures	(107,930.07)	(72.85)						(108,002.92)
subtotal	3,680,140.96	66,220.69	382,281.72	23,215.19	36,236.11	41,760.29	32,287.20	4,295,354.14
Transfers						84.62	65.43	0.00
Investment Income	7,457.35	134.18	774.65	47.04	73.43			8,704.00
Ending balance 6/30/2015	3,687,598.31	66,354.87	383,056.37	23,262.23	36,309.54	41,844.91	32,352.63	4,304,058.14
<b>3rd Quarter</b>								
Impact Fees	26,613.00	605.00	18,621.00	1,786.00	4,206.00	7,793.00	7,533.00	67,157.00
Expenditures	(393,784.97)	(6,679.50)		(23,393.25)	(5,837.00)	(42,060.90)	(35,955.96)	(507,711.58)
subtotal	3,320,426.34	60,280.37	401,677.37	1,654.98	34,678.54	7,577.01	3,929.67	3,863,503.56
Transfers								0.00
Investment Income	17,834.97	323.78	2,157.53	8.89	186.27	40.70	21.11	20,752.00
Ending balance 9/30/2015	3,338,261.31	60,604.15	403,834.90	1,663.87	34,864.81	7,617.71	3,950.78	3,884,255.56
Ending balance 12/31/2015	3,338,261.31	60,604.15	403,834.90	1,663.87	34,864.81	7,617.71	3,950.78	3,884,255.56
Number of Months	217.01	124.74	20.59	0.39	8.69	1.03	0.91	
2015 Impact Fees	116,971.00	3,025.00	107,490.00	17,906.00	23,231.00	43,039.00	32,667.00	347,257.00
2014 Impact Fees	184,592.00	5,830.00	235,415.00	51,436.00	48,134.00	88,431.00	51,821.00	683,227.00
2013 Impact Fees	317,206.00	6,160.00	427,429.00	31,829.00	45,110.00	82,280.00	66,179.00	987,905.00

\* Funded by an Administrative Fee not an impact fee

<sup>1</sup> Debt service payments

<sup>2</sup> Oversizing payments made

<sup>3</sup> Transfer to Water Utility for Puetz Road Water Tower Project

0.00 Oversizing payments due in future periods

73,635.62 42,974.50 205,021.90 134,103.83  
 899,899.74 359,200.00 1,863,400.00 1,099,029.73

**City of Franklin  
Capital Outlay Fund  
Balance Sheet  
September 30, 2015 and 2014**

<u>Assets</u>	<u>2015</u>	<u>2014</u>
Cash and investments	\$ 784,415	\$ 472,304
Accrued Receivables	-	-
<b>Total Assets</b>	<b><u>\$ 784,415</u></b>	<b><u>\$ 472,304</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 30,906	\$ 3,679
Miscellaneous claims payable	12,508	18,278
Encumbrance	26,647	9,883
Assigned fund balance	714,354	440,464
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 784,415</u></b>	<b><u>\$ 472,304</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2015 and 2014**

<u>Revenue</u>	<u>2015 Amended Budget</u>	<u>2015 Year-to-Date Budget</u>	<u>2015 Year-to-Date Actual *</u>	<u>2014 Year-to-Date Actual</u>
Property Taxes	\$ 433,200	\$ 433,200	\$ 433,200	\$ 430,000
Grants	-	-	4,923	10,082
Landfill Siting	67,000	66,483	67,000	67,000
Investment Income	4,500	3,375	6,950	10,435
Miscellaneous Revenue	25,000	10,869	4,897	10,440
Transfers from Other Funds	475,000	356,250	475,000	-
Transfers from Fund Balance	80,882	-	-	-
<b>Total Revenue</b>	<b><u>1,085,582</u></b>	<b><u>870,177</u></b>	<b><u>991,970</u></b>	<b><u>527,957</u></b>
<b>Expenditures:</b>				
General Government	240,214	141,397	43,002	28,457
Public Safety	478,344	346,414	393,344	319,280
Public Works	160,700	101,775	125,466	53,028
Health and Human Services	800	600	-	-
Culture and Recreation	12,000	9,000	8,531	19,303
Conservation and Development	5,665	3,187	1,671	-
Contingency	130,000	97,500	8,950	5,000
<b>Total expenditures</b>	<b><u>1,027,723</u></b>	<b><u>699,873</u></b>	<b><u>580,964</u></b>	<b><u>425,068</u></b>
Revenue over (under) expenditures	57,859	<u>170,304</u>	411,006	102,889
Fund balance, beginning of year	<u>303,348</u>		<u>303,348</u>	<u>337,575</u>
<b>Fund balance, end of period</b>	<b><u>\$ 361,207</u></b>		<b><u>\$ 714,354</u></b>	<b><u>\$ 440,464</u></b>

\* Amount shown is actual expenditures plus encumbrance  
10/22/2015

**City of Franklin  
Equipment Replacement Fund  
Comparative Balance Sheet  
September 30, 2015 and 2014**

<u>Assets</u>	<u>2015</u>	<u>2014</u>
Cash and investments	\$ 2,393,853	\$ 2,176,400
<b>Total Assets</b>	<b>\$ 2,393,853</b>	<b>\$ 2,176,400</b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Encumbrance	89,815	15,492
Assigned fund balance	2,304,038	2,160,908
<b>Total Liabilities and Fund Balance</b>	<b>\$ 2,393,853</b>	<b>\$ 2,176,400</b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2015 and 2014**

	2015 Amended Budget	2015 Year-to-Date Budget	2015 Year-to-Date Actual *	2014 Year-to-Date Actual
<b>Revenue:</b>				
Property Taxes	\$ 339,500	\$339,500	\$ 339,500	\$ 337,000
Landfill	100,000	99,228	100,000	100,000
Investment Income	20,000	15,000	27,995	39,795
Transfers from Other Funds	25,000	18,750	-	-
Property Sales	-	-	6,590	3,077
<b>Total revenue</b>	<b>484,500</b>	<b>472,478</b>	<b>474,085</b>	<b>479,872</b>
<b>Expenditures:</b>				
Public Safety	194,000	189,088	180,131	56,159
Public Works	188,000	133,305	179,589	178,850
<b>Total expenditures</b>	<b>382,000</b>	<b>322,393</b>	<b>359,720</b>	<b>235,009</b>
Revenue over (under) expenditures	102,500	150,085	114,365	244,863
Fund balance, beginning of year	2,189,673		2,189,673	1,916,045
Fund balance, end of period	<b>\$ 2,292,173</b>		<b>\$ 2,304,038</b>	<b>\$ 2,160,908</b>

\* Amount shown is actual expenditures plus emcumbrance

**City of Franklin  
Street Improvement Fund  
Balance Sheet  
September 30, 2015 and 2014**

<u>Assets</u>	<u>2015</u>	<u>2014</u>
Cash and investments	\$ 1,061,109	\$ 1,025,896
<b>Total Assets</b>	<u>\$ 1,061,109</u>	<u>\$ 1,025,896</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 1,140
Encumbrances	822,353	-
Assigned fund balance	238,756	1,024,756
<b>Total Liabilities and Fund Balance</b>	<u>\$ 1,061,109</u>	<u>\$ 1,025,896</u>

**Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2015 and 2014**

	<u>2015 Amended Budget</u>	<u>2015 Year-to-Date Totals</u>	<u>2014 Year-to-Date Totals</u>
<b>Revenue:</b>			
Property Taxes	\$ 687,300	\$ 687,300	\$ 681,600
Landfill Siting	133,000	133,000	133,000
Investment Income	6,000	5,353	10,392
Refunds and Reimbursements	-	2,441	-
Transfer from General Fund	200,000	25,000	-
<b>Total revenue</b>	<u>1,026,300</u>	<u>853,094</u>	<u>824,992</u>
<b>Expenditures:</b>			
Street Reconstruction Program - Current Year	960,000	843,775	18,799
Transfer to General Fund	200,000	-	-
Street Reconstruction Program - Prior Year(s)	-	1,399	-
<b>Total expenditures</b>	<u>1,160,000</u>	<u>845,174</u>	<u>18,799</u>
Revenue over (under) expenditures	(133,700)	7,920	806,193
Fund balance, beginning of year	230,836	230,836	218,563
<b>Fund balance, end of period</b>	<u>\$ 97,136</u>	<u>\$ 238,756</u>	<u>\$ 1,024,756</u>

**City of Franklin  
Capital Improvement Fund  
Balance Sheet  
September 30, 2015 and 2014**

<u>Assets</u>	<u>2015</u>	<u>2014</u>
Cash and investments	\$ 2,042,450	\$ 228,485
Accrued receivables	847	847
<b>Total Assets</b>	<b><u>\$ 2,043,297</u></b>	<b><u>\$ 229,332</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 263,318	\$ 459,331
Contracts Payable	134,298	50,861
Encumbrance	529,002	-
Assigned fund balance	1,116,679	(280,860)
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 2,043,297</u></b>	<b><u>\$ 229,332</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2015 and 2014**

	<u>2015 Amended Budget</u>	<u>2015 Year-to-Date Totals</u>	<u>2014 Year-to-Date Totals</u>
<b>Revenue:</b>			
Landfill Siting	\$ 830,000	\$ 260,814	\$ 253,296
Transfers from Other Funds	3,358,405	-	-
Transfers from Impact Fees	1,484,625	501,715	100,000
Transfers from Connection Fees	2,050,000	-	-
Donations	100,000	-	-
Investment Income	-	3,768	166
<b>Total revenue</b>	<b><u>7,823,030</u></b>	<b><u>766,297</u></b>	<b><u>353,462</u></b>
<b>Expenditures:</b>			
General Government	1,975,000	-	3,127
Public Safety	25,181	200	235,433
Public Works	3,571,405	118,227	462,160
Culture and Recreation	1,465,580	1,390,543	244,256
Sewer & Water	-	81,016	8,274
Contingency	2,303,242	35,233	-
<b>Total expenditures</b>	<b><u>9,340,408</u></b>	<b><u>1,625,219</u></b>	<b><u>953,250</u></b>
Revenue over (under) expenditures	(1,517,378)	(858,922)	(599,788)
Fund balance, beginning of year	1,975,601	1,975,601	318,928
<b>Fund balance, end of period</b>	<b><u>\$ 458,223</u></b>	<b><u>\$ 1,116,679</u></b>	<b><u>\$ (280,860)</u></b>

**City of Franklin  
2015 Nine Month Financial Report  
Sanitary Sewer Fund**

The nine month 2015 financial report for the City of Franklin Sanitary Sewer Fund is attached. Significant fluctuations from the budget are detailed below.

**Operating Revenue**

Sewer service revenue is greater than the budget by \$41,871. Revenues are \$33,750 (2.3%) greater than the prior year. The 2015 rate increase became effective in the first quarter of 2015. Much of the revenue increase is the result of additional customers rather than a rate increase.

**Operating Expenditures**

Sewer service charges to the Milwaukee Metropolitan Sewerage District for the first three quarters are \$1,574,605 which is \$22,998 less than the budget.

Other operating expenditures, not including MMSD charges, are \$179,429 less than the budgeted levels. Of that amount, \$29,971 is in sewer improvements.

**Non-operating Revenue (Expenditures)**

Investment income and expense relates to the Clean Water Fund loan, and is a pass thru to MMSD. The depreciation on contributions was on budget. The value of the capital contributions is recorded at year end.

**Retained Earnings**

Retained earnings are the measure of the health of the operation. In the first two quarters, the retained earnings have decreased \$1,090,268. This is due to the construction of the new building.

**Sewer Infrastructure Funding Sources**

In May, 2013, the Common Council adopted Ordinance 2013-2105 to create the Southwest Sewer District and provide for the extension of and cost recovery of public sanitary sewer within the service area served by the Ryan Creek Interceptor public sanitary sewer. An Impact fee was established at \$2,928 for a residential unit with an additional \$1,464 for each additional unit. Through September 30, 2015, \$32,208 has been collected.

In addition to the sewer fund operations, the City also collects a sewer connection fee on connections from new and existing construction outside the Southwest Sewer service area, to be used to fund sewer construction projects. YTD collection of sewer connection fees in 2015 amounts to \$21,720 and funds on hand at September 30, 2015 totaled \$448,265.

**City of Franklin  
Sanitary Sewer Fund  
Comparative Balance Sheet  
September 30, 2015 and 2014**

	<b>2015</b>	<b>2014</b>
<b><u>Assets</u></b>		
Current assets:		
Cash and investments	\$ 925,170	\$ 2,050,852
Accounts receivable	1,013,175	978,153
Due from Franklin Water Utility	83,518	70,107
Miscellaneous receivable	30,767	96,426
Total current assets	2,052,630	3,195,538
Non current assets:		
Due from MMSD	25,307,266	25,771,125
Sanitary Sewer plant in service:		
Land	358,340	358,340
Buildings and improvements	1,621,433	1,605,333
Improvements other than buildings	54,115,278	53,965,043
Machinery and equipment	780,406	819,266
Construction in progress	1,597,085	102,471
	58,472,542	56,850,453
Less accumulated depreciation	(14,039,345)	(13,412,052)
Net sanitary sewer plant in service	44,433,197	43,438,401
<b>Total Assets</b>	<b>\$ 71,793,093</b>	<b>\$ 72,405,064</b>
<b><u>Liabilities and Net Assets</u></b>		
Current liabilities:		
Accounts payable	\$ 788,825	\$ 522,519
Accrued liabilities	66,232	26,441
Due to Franklin Water Utility	17,015	-
Due to General Fund - non-interest bearing	2,295,042	2,010,184
Total current liabilities	3,167,114	2,559,144
Non current liabilities:		
Accrued compensated absences	61,309	57,727
General Obligation Notes payable - CWF	22,357,276	23,486,522
Total liabilities	25,585,699	26,103,393
Net Assets:		
Invested in capital assets, net of related debt	44,433,197	43,438,401
Sewer equipment replacement	313,558	277,230
Retained earnings	1,460,639	2,586,040
Total net assets	46,207,394	46,301,671
<b>Total Liabilities and Net Assets</b>	<b>\$ 71,793,093</b>	<b>\$ 72,405,064</b>

**City of Franklin**  
**Sanitary Sewer Fund**  
**Statement of Revenue, Expenditures,**  
**and Changes in Net Assets**  
**For the Nine months ended September 30, 2015 and 2014**

	2015 Amended Budget	2015 Year-to-Date Budget	Current Year-to-Date Totals	Prior Year-to-Date Totals
<b>Operating Revenue</b>				
Residential	\$ 1,865,200	\$ 1,397,855	\$ 1,402,524	\$ 1,384,641
Commercial	414,100	318,112	358,388	330,090
Industrial	385,700	285,604	313,224	296,907
Public Authority	177,800	134,094	100,214	118,575
Penalties/Other	42,000	21,153	18,242	16,450
Multi Family	416,200	312,150	318,247	306,557
<b>Total Operating Revenue</b>	<u>3,301,000</u>	<u>2,468,968</u>	<u>2,510,839</u>	<u>2,453,220</u>
<b>Operating Expenditures</b>				
Salaries and benefits	\$ 456,545	\$ 351,188	\$ 327,775	\$ 324,092
Contractual services	105,775	85,314	89,287	88,086
Supplies	93,800	70,350	42,457	41,047
Facility charges	59,357	43,647	21,279	28,342
Shared meter costs	10,000	7,500	-	-
Sewer service - MMSD	2,130,137	1,597,603	1,574,605	1,492,990
Other operating costs	21,945	17,089	17,292	17,017
Allocated expenses	105,443	79,082	85,832	78,300
Sewer improvements	170,000	139,077	29,971	113,391
Depreciation	69,700	52,275	52,200	47,700
<b>Total operating expenditures</b>	<u>3,222,702</u>	<u>2,443,125</u>	<u>2,240,698</u>	<u>2,230,965</u>
<b>Operating Income (Loss)</b>	78,298	25,843	270,141	222,255
<b>Non-Operating Revenue (Expenditures)</b>				
Miscellaneous income	2,200	1,787	5,407	1,250
Investment income	584,337	438,253	309,825	347,886
Interest expense	(564,337)	(423,253)	(289,119)	(302,345)
<b>Total non-operating revenue (expenditures)</b>	<u>22,200</u>	<u>16,787</u>	<u>26,113</u>	<u>46,791</u>
<b>Income (Loss) before Capital Contributions</b>	<u>100,498</u>	<u>42,630</u>	<u>296,254</u>	<u>269,046</u>
Retained Earnings- Beginning	2,864,465	2,864,465	2,864,465	2,660,847
Transfer (to) from Invested in Capital Assets	(1,314,300)	(985,725)	(1,386,522)	(66,623)
<b>Retained Earnings- Ending</b>	<u>1,650,663</u>	<u>1,921,370</u>	<u>1,774,197</u>	<u>2,863,270</u>
<b>Capital Contributions</b>	600,000	450,000	-	-
Depreciation - CIAC	(591,400)	(443,550)	(443,700)	(440,100)
Transfer (to) from Retained Earnings	1,314,300	985,725	1,386,522	66,623
<b>Change in Net Investment in Capital Assets</b>	<u>1,322,900</u>	<u>992,175</u>	<u>942,822</u>	<u>(373,477)</u>
<b>Net Investment in Capital Assets-Beginning</b>	<u>43,490,375</u>	<u>43,490,375</u>	<u>43,490,375</u>	<u>43,811,878</u>
<b>Net Investment in Capital Assets-Ending</b>	<u>44,813,275</u>	<u>44,482,550</u>	<u>44,433,197</u>	<u>43,438,401</u>
<b>Total net assets</b>	<u>\$ 46,463,938</u>	<u>\$ 46,403,920</u>	<u>\$ 46,207,394</u>	<u>\$ 46,301,671</u>

**City of Franklin  
Sanitary Sewer Fund  
Statement of Cash Flows  
For the Nine months ended September 30, 2015 and 2014**

	<b>2015</b>	<b>2014</b>
<b>Cash Flows from Operating Activities</b>		
Operating income (loss)	<u>\$ 270,141</u>	<u>\$ 222,255</u>
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	52,200	47,700
(Increase) decrease in assets:		
Accounts receivable	150,025	(184,908)
Taxes receivable	110,305	133,253
Due from other funds	(10,132)	(15,409)
Due from MMSD & Other Governments		
Increase (decrease) in liabilities:		
Accounts payable	(34,279)	(54,332)
Accrued expenses	27,585	1,581
Due to other funds	6,805	(10,214)
Due to general fund	53	1,403,700
Total Adjustments	<u>302,562</u>	<u>1,321,371</u>
<b>Cash Provided by Operating Activities</b>	<u>\$ 572,703</u>	<u>\$ 1,543,626</u>
 <b>Cash Flows From Capital &amp; Related Financing Activities</b>		
Due from MMSD & Other Governments	748,664	(319,739)
Notes payable	(1,129,246)	(1,078,901)
Acquisition of capital assets	(1,438,722)	(114,324)
<b>Net Cash Provided (Used) in Capital and Financing Activities</b>	<u>(1,819,304)</u>	<u>(1,512,964)</u>
 <b>Cash Flows from Investing Activities</b>		
Interest and other income	315,232	349,136
Interest expense	<u>(289,119)</u>	<u>(302,345)</u>
<b>Net Change in Cash and Cash Equivalents</b>	(1,220,488)	77,453
<b>Cash and Cash Equivalents, beginning of period</b>	2,145,658	1,973,399
<b>Cash and Cash Equivalents, end of period</b>	<u>\$ 925,170</u>	<u>\$ 2,050,852</u>

**Franklin Municipal Water Utility**  
**Notes to the Financial Statements**  
**For the period ended September 30, 2015 and 2014**

<sup>1</sup> Operating revenue is below budgeted levels through the first three quarters. Actual third quarter billings were used for the statements.

<sup>2</sup> Operating expenditures are greater than the budget for the first three quarters, entirely in Wholesale Water. The bill from Oak Creek was estimated for the statements.

The Utility sold \$1,290,000 of 20-year General Obligation bonds in December 2014. The bonds will be used to finance the Water Building construction costs.

The Utility expended \$1,724,688 on the Water & Wastewater Facility and a water main relay thru September 30, 2015. An additional \$99,000 was expended on meters and a utility van.

**Water Connection Fee**

Prior to May 31, 2002, the City collected a water connection fee on new construction and connections to existing properties, to be used to fund water main construction projects. The water connection fees on hand on September 30, 2015 total \$253,372.

**Water Impact Fee**

Since May 31, 2002 a water impact fee on residential and commercial construction replaced the water connection fee. Water Impact Fees collected in 2015 total \$93,007. Water Impact fees on hand at September 30, 2015 total approximately \$416,816.

In Q3 2014, the City transferred \$873,727 of Impact fees for the 2002 construction of the Puetz Water tower.

**Franklin Municipal Water Utility  
Comparative Balance Sheet  
September 30, 2015 & 2014**

<b>Assets</b>	<b>2015</b>	<b>2014</b>
<b>Current Assets:</b>		
Cash and investments	\$ 917,595	\$ 1,280,691
Accounts receivable	1,884,403	1,707,377
Due from City of Franklin	22,202	68,321
<b>Total current assets</b>	<b>2,824,200</b>	<b>3,056,389</b>
<b>Utility plant in service:</b>		
Land	162,885	162,885
Buildings and improvements	1,812,979	1,833,594
Construction in Progress	1,908,240	107,145
Improvements other than buildings	53,965,133	53,434,293
Machinery and equipment	4,436,424	4,436,664
	62,285,661	59,974,581
<b>Less accumulated depreciation</b>	<b>16,167,774</b>	<b>15,390,965</b>
<b>Net utility plant in service</b>	<b>46,117,887</b>	<b>44,583,616</b>
<b>Total Assets</b>	<b>\$ 48,942,087</b>	<b>\$47,640,005</b>
 <b>Liabilities and Net Assets</b>		
<b>Liabilities:</b>		
Accounts payable	\$ 321,994	\$ 29,936
Accrued liabilities	1,171,540	830,689
Due to City of Franklin	18,156	332,542
Customer deposits	-	1,200
Compensated absences reserve	61,309	57,727
Bond Payable	1,221,494	-
<b>Total liabilities</b>	<b>2,794,493</b>	<b>1,252,094</b>
<b>Net Assets</b>		
Invested in capital assets, net of related debt	46,117,887	44,583,616
Retained earnings	29,707	1,804,295
<b>Total net assets</b>	<b>46,147,594</b>	<b>46,387,911</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 48,942,087</b>	<b>\$47,640,005</b>

**Franklin Municipal Water Utility**  
**Comparative Statement of Revenue, Expenditures,**  
**and Changes in Net Assets**  
**For the period ended September 30, 2015 and 2014**

	<u>2015</u>	<u>2014</u>
<b>Operating Revenue</b>		
Total metered sales	3,815,851	3,633,568
Fire protection	488,889	471,212
Forfeited discounts, penalties and other	27,179	27,641
<b>Total Operating Revenue</b>	<u>4,331,919</u>	<u>4,132,421</u>
<b>Operating Expenditures</b>		
Operation and maintenance expenses:		
Source of supply	2,431,037	2,205,135
Pumping	95,341	93,475
Water treatment	3,100	8,127
Transmission and distribution	280,114	332,039
Customers' accounts	31,357	37,188
Administrative and general	280,550	254,863
Total operation and maintenance expenses	3,121,499	2,930,827
Depreciation	253,800	277,200
Taxes	844,364	820,319
<b>Total Operating Expenditures</b>	<u>4,219,663</u>	<u>4,028,346</u>
<b>Operating Income (Loss)</b>	<u>112,256</u>	<u>104,075</u>
<b>Non-Operating Revenue (Expenses)</b>		
Sundry	65,862	46,715
Interest on investments	2,970	(2,886)
Depreciation - CIAC	(575,100)	(551,250)
<b>Total Non-Operating Revenue (Expenses)</b>	<u>(506,268)</u>	<u>(507,421)</u>
<b>Income before Capital Contributions</b>	<u>(394,012)</u>	<u>(403,346)</u>
<b>Capital Contributions-Developer &amp; Municipality</b>	<u>-</u>	<u>873,727</u>
<b>Net change in net assets</b>	(394,012)	470,381
<b>Net Assets, beginning of period</b>	<u>46,541,606</u>	<u>45,917,530</u>
<b>Net Assets, end of period</b>	<u>\$ 46,147,594</u>	<u>\$46,387,911</u>

**Franklin Municipal Water Utility**  
**Comparative Statement of Cash Flows**  
For the period ended September 30, 2015 and 2014

	2015	2014
<b>Cash Flows from Operating Activities</b>		
Operating income (loss)	\$ 112,256	\$ 104,075
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	253,800	277,200
(Increase) decrease in assets:		
Accounts receivable	(605,755)	(403,254)
Due from other funds	(6,158)	10,385
Taxes receivable	189,877	181,829
Accrued receivables	-	-
Prepaid expenses	-	502
Increase (decrease) in liabilities:		
Accounts payable	(488,934)	(716,942)
Accrued expenses	955,000	830,000
Due to other funds	(40,123)	215,277
Advance from municipality	-	(60,000)
Customer deposits	(100)	(1,300)
	257,607	333,697
<b>Total Adjustments</b>	369,863	437,772
<b>Net Cash Provided (Used) by Operating Activities</b>	369,863	437,772
 <b>Cash Flows From Capital &amp; Related Financing Activities</b>		
Acquisition of capital assets	(1,869,905)	(128,759)
Capital Contribution - Impact Fees	-	873,727
Interest paid on long term debt	-	-
Principal on long term debt	(55,000)	-
<b>Net Cash Provided (Used) in Capital and Financing Activities</b>	(1,924,905)	744,968
 <b>Cash Flows from Investing Activities</b>		
Interest, property rental & other income	68,832	43,829
<b>Net Change in Cash and Cash Equivalents</b>	(1,486,210)	1,226,569
<b>Cash and Cash Equivalents, beginning of period</b>	2,403,805	54,122
<b>Cash and Cash Equivalents, end of period</b>	\$ 917,595	\$ 1,280,691

**Franklin Municipal Water Utility**  
**Detailed Statement of Revenue, Expenditures**  
**and Changes in Net Assets**  
**For the period ended September 30, 2015 and 2014**

Account Description	Annual Budget	Year to Date Budget	Current Year to Date	Prior Year to Date
<b>Operating Revenue</b>				
Metered Sales-Residential	\$ 2,809,500	\$ 2,174,064	\$ 2,206,809	\$ 2,061,484
Metered Sales-Commercial	1,707,000	1,324,950	527,411	495,823
Metered Sales-Industrial	339,200	246,700	293,682	286,621
Other Sales to Public Authority	258,000	192,247	190,128	216,355
Metered Sales-Multifamily	-	-	502,732	493,300
Metered Sales-Irrigation	-	-	95,089	79,985
<b>Total Metered Sales</b>	<b>5,113,700</b>	<b>3,937,961</b>	<b>3,815,851</b>	<b>3,633,568</b>
Unmetered Sales	6,500	3,031	1,545	1,926
Private Fire Protection	118,700	90,023	90,608	88,500
Public Fire Protection	510,925	384,470	398,281	382,712
Forfeited Discount	55,000	27,319	25,634	25,715
<b>Total Operating Revenue</b>	<b>\$ 5,804,825</b>	<b>\$ 4,442,804</b>	<b>\$ 4,331,919</b>	<b>\$ 4,132,421</b>
<b>Operating Expenditures</b>				
<b>Operation and maintenance expense</b>				
Source of Supply-Oper Labor	\$ 1,560	\$ 1,200	\$ 138	\$ 1,928
Operations Supplies & Expense	10,500	6,335	5,827	5,622
Wholesale Water	3,116,500	2,337,375	2,425,072	2,194,708
Maint of Water Source plant	4,500	2,880	-	2,877
<b>Source of Supply</b>	<b>3,133,060</b>	<b>2,347,790</b>	<b>2,431,037</b>	<b>2,205,135</b>
Pumping-Fuel	61,350	40,318	28,362	37,250
Pumping-Operations Labor	70,720	54,400	58,777	54,108
Pumping-Main Labor Pumping	10,800	8,308	1,667	301
Pumping-Main Expense Pumping	11,000	8,462	6,535	1,816
<b>Pumping</b>	<b>153,870</b>	<b>111,488</b>	<b>95,341</b>	<b>93,475</b>
Water Treat Chemicals	500	-	343	-
Water Treat Operation Labor	540	415	241	1,507
Water Treat Tests	23,000	14,834	2,076	6,583
Water Treat Maint Labor	540	415	172	-
Water Treat Maint Expenses	500	279	268	37
<b>Water Treatment</b>	<b>25,080</b>	<b>15,943</b>	<b>3,100</b>	<b>8,127</b>
Storage Software Maintenance	13,000	3,116	6,778	16,914
Trans & Distr Labor	34,611	26,624	19,267	-
Trans & distr Supp Exp	31,000	19,122	6,886	6,398
Trans & Distr Safety Supplies & Expense	5,000	1,861	670	374
Maint Labor-Distr Reservoir	4,000	3,077	350	343
Maint Expenses-Distr Reservoir	4,000	2,336	1,708	2,535
Maintenance Labor-Mains	16,224	12,480	10,137	12,564
Maintenance Expense-Mains	50,000	32,527	27,985	71,236
Locating Labor-Mains	12,150	9,346	7,505	8,069
Maint Labor-Services	20,000	15,385	25,190	8,111
Maint Expense-Services	57,000	38,581	55,797	75,577
Locating Labor-Services	12,000	9,231	6,982	7,928
Maint Labor-Meters	21,632	16,640	21,643	17,424
Maint Expenses-Meters	3,000	2,193	1,121	692
Maint Labor-Hydrants	30,000	23,077	26,962	27,437
Maint Expenses-Hydrants	50,000	33,553	32,051	39,723
Maint Labor-Plant	12,000	9,231	25,415	24,020
Maint Expenses-Plant	16,000	14,885	3,667	12,694
<b>Transmission &amp; Distribution</b>	<b>391,617</b>	<b>273,265</b>	<b>280,114</b>	<b>332,039</b>

**Franklin Municipal Water Utility**  
**Detailed Statement of Revenue, Expenditures**  
**and Changes in Net Assets**  
**For the period ended September 30, 2015 and 2014**

Account Description	Annual Budget	Year to Date Budget	Current Year to Date	Prior Year to Date
Meter Reading Labor	8,436	6,489	1,880	4,599
Acct & Collection Labor	24,066	18,512	7,009	6,611
Acctg & Coll Payroll Exp	14,007	10,775	9,855	9,650
Supplies & Expense	8,000	5,096	4,057	4,142
Bank Fees	10,150	7,621	6,805	10,661
Uncollectible Accounts		-	1,751	1,525
<b>Customer Accounts</b>	<b>64,659</b>	<b>48,493</b>	<b>31,357</b>	<b>37,188</b>
Admin & General Payroll Exp	48,714	37,472	36,540	35,250
Office Supplies	1,200	900	372	138
Conferences/Dues/Subscriptions	6,500	4,114	2,258	4,966
Mileage	1,000	728	193	437
Outside Services	46,200	36,200	49,278	19,121
Insurance	31,150	21,974	18,720	18,720
Employee Leave Time & Benefits	202,611	155,853	156,643	159,984
Regulatory Commision Exp	5,000	98	1,832	125
Misc General Expense	1,000	406	83	-
Maintenance of General Plant	5,500	5,024	13,560	15,433
Transportation Expenses	19,500	14,604	1,071	689
<b>Administrative and general</b>	<b>368,375</b>	<b>277,373</b>	<b>280,550</b>	<b>254,863</b>
<b>Total Operation and Maintenance Expenditures</b>	<b>4,136,661</b>	<b>3,074,352</b>	<b>3,121,499</b>	<b>2,930,827</b>
Depreciation	338,200	262,411	253,800	277,200
Taxes-Property Tax Equivalent	1,100,000	815,106	825,300	802,800
Taxes-FICA	24,743	17,360	19,064	17,519
<b>Total Operating Expenditures</b> <sup>2</sup>	<b>5,599,604</b>	<b>4,169,229</b>	<b>4,219,663</b>	<b>4,028,346</b>
<b>Operating Income</b>	<b>\$ 205,221</b>	<b>\$ 273,575</b>	<b>\$ 112,256</b>	<b>\$ 104,075</b>
<b>Non-Operating Revenue (Expenditures)</b>				
Interest Income	2,000	1,500	2,970	(2,886)
Misc Revenue	1,000	705	1,437	-
Interest on LTD	(32,000)	(24,000)	-	-
Bond/Note Issuance Cost	-	-	-	-
Water Property Rent	39,000	33,005	61,274	42,708
Other Water Revenue	-	-	3,151	4,007
Interest-Debt to Municipality	-	-	-	-
<b>Total non-operating revenue</b>	<b>10,000</b>	<b>11,210</b>	<b>68,832</b>	<b>43,829</b>
<b>Income before capital contributions</b>	<b>\$ 215,221</b>	<b>\$ 284,785</b>	<b>\$ 181,088</b>	<b>\$ 147,904</b>
Retained earnings - beginning	1,464,724	1,464,724	1,464,724	634,223
Transfer (to) from invested in capital assets	(1,735,680)	(1,301,760)	(1,616,105)	1,022,168
<b>Retained earnings - ending</b>	<b>\$ (55,735)</b>	<b>\$ 447,749</b>	<b>\$ 29,707</b>	<b>\$ 1,804,295</b>
Capital contributions	500,000	100,000	-	873,727
Depreciation - CIAC	(766,800)	(575,100)	(575,100)	(551,250)
Transfer (to) from retained earnings	1,735,680	1,301,760	1,616,105	(1,022,168)
Change in net investment	1,357,410	420,398	1,041,005	(699,691)
Net investment in capital assets - beginning	45,076,882	45,076,882	45,076,882	45,283,307
<b>Net investment in capital assets - ending</b>	<b>\$ 46,434,292</b>	<b>\$ 45,497,280</b>	<b>\$ 46,117,887</b>	<b>\$ 44,583,616</b>
<b>Total net assets</b>	<b>\$ 46,378,557</b>	<b>\$ 45,945,029</b>	<b>\$ 46,147,594</b>	<b>\$ 46,387,911</b>

**City of Franklin  
Self Insurance Fund - Actives  
Balance Sheet  
September 30, 2015 and 2014**

<u>Assets</u>	<u>2015</u>	<u>2014</u>
Cash and investments	\$ 2,721,923	\$ 1,415,036
Accounts receivable	576	576
Interfund advance receivable	1,088,000	2,338,000
Prepaid expenses	57,500	57,500
<b>Total Assets</b>	<b><u>\$ 3,867,999</u></b>	<b><u>\$ 3,811,112</u></b>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 1,139	\$ 125,939
Claims payable	370,500	379,100
Unrestricted net assets	3,496,360	3,306,073
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 3,867,999</u></b>	<b><u>\$ 3,811,112</u></b>

**City of Franklin Self Insurance Fund - Actives  
Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2015 and 2014**

<u>Revenue</u>	<u>2015 Forecast</u>	<u>2015 Year-to-Date Forecast</u>	<u>2015 Year-to-Date Actual</u>	<u>2014 Year-to-Date Actual</u>
Medical Premiums-City	\$ 2,608,900	\$ 1,956,675	\$ 1,931,898	\$ 1,986,552
Medical Premiums-Employee	397,600	298,200	310,977	334,340
Other - Investment Income, etc.	35,277	26,458	59,168	89,004
Medical Revenue	<u>3,041,777</u>	<u>2,281,333</u>	<u>2,302,043</u>	<u>2,409,896</u>
Dental Premiums-City	112,600	84,450	78,483	78,372
Dental Premiums-Retirees	5,750	4,313	3,456	4,800
Dental Premiums-Employee	55,200	41,400	39,735	40,383
Dental Revenue	<u>173,550</u>	<u>130,163</u>	<u>121,674</u>	<u>123,555</u>
<b>Total Revenue</b>	<b><u>3,215,327</u></b>	<b><u>2,411,495</u></b>	<b><u>2,423,717</u></b>	<b><u>2,533,451</u></b>
<u>Expenditures:</u>				
<b>Active Employees-Medical</b>				
Medical claims - Current Year	1,900,000	1,425,000	1,206,230	1,003,985
Medical claims - Prior Year	-	-	194,214	361,617
Prescription drug claims	290,000	217,500	228,589	204,486
Refunds-Stop Loss Coverage	-	-	(8,910)	(419)
Total Claims-Actives	<u>2,190,000</u>	<u>1,642,500</u>	<u>1,620,123</u>	<u>1,569,669</u>
Medical Claim Fees	185,000	138,750	126,072	152,247
Memberships	-	-	3,180	4,525
Miscellaneous Wellness	12,000	9,000	11,926	7,023
Section 125 administration Fee	10,700	8,025	383	3,811
Stop Loss Premiums	587,160	440,370	446,038	462,403
ACA Fees	-	-	35,203	-
Total Medical Costs-Actives	<u>2,984,860</u>	<u>2,238,645</u>	<u>2,242,925</u>	<u>2,199,678</u>
<b>Active Employees-Dental</b>				
Dental claims - Current Year	150,000	112,500	104,158	103,213
Dental claims - Prior Year	2,000	1,500	10,137	16,966
Dental Claim Fees	12,000	9,000	7,229	9,361
Total Dental Costs-Actives	<u>164,000</u>	<u>123,000</u>	<u>121,524</u>	<u>129,540</u>
<b>Retirees-Dental</b>				
Dental claims - Current Year	5,200	3,900	2,417	4,290
Dental claims - Prior Year	900	675	563	-
Dental Claim Fees	200	150	99	271
Total Dental Costs-Retirees	<u>6,300</u>	<u>4,725</u>	<u>3,079</u>	<u>4,561</u>
Total Dental Costs	<u>170,300</u>	<u>127,725</u>	<u>124,603</u>	<u>134,101</u>
<b>Total Expenditures</b>	<b><u>3,155,160</u></b>	<b><u>2,366,370</u></b>	<b><u>2,367,528</u></b>	<b><u>2,333,779</u></b>
Revenue over (under) expenditures	60,167	<u>\$ 45,125</u>	56,189	199,672
Net assets, beginning of year	<u>3,440,171</u>		<u>3,440,171</u>	<u>3,106,401</u>
<b>Net assets, end of period</b>	<b><u>\$ 3,500,338</u></b>		<b><u>\$ 3,496,360</u></b>	<b><u>\$ 3,306,073</u></b>

**City of Franklin  
City of Franklin Post Employment Benefits Trust  
Balance Sheet  
September 30, 2015 and 2014**

<u>Assets</u>	<u>2015</u>	<u>2014</u>
Cash and investments	\$ (34,909)	\$ (116,451)
Investments held in trust - Fixed Inc	1,207,715	998,532
Investments held in trust - Equities	3,332,715	3,396,376
Accounts receivable	14,828	12,968
Due from Water Utility	730	1,440
<b>Total Assets</b>	<b><u>\$ 4,521,079</u></b>	<b><u>\$ 4,292,865</u></b>
 <u>Liabilities and Net Assets</u>		
Accounts payable	\$ -	\$ 14,917
Claims payable	57,482	77,182
Due from OPEB Trust	-	-
Net assets held in trust for post employment benefi	4,463,597	4,200,766
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 4,521,079</u></b>	<b><u>\$ 4,292,865</u></b>

**City of Franklin Post Employment Benefits Trust  
Statement of Revenue, Expenses and Fund Balance  
For the Nine months ended September 30, 2015 and 2014**

<u>Revenue</u>	<u>2015 Forecast</u>	<u>2015 Year-to-Date Actual</u>	<u>2014 Year-to-Date Actual</u>
ARC Medical Charges - City	\$ 167,900	\$ 148,954	\$ 149,220
Medical Charges - Retirees	90,000	85,444	84,492
Implicit Rate Subsidy	103,100	80,599	34,956
Interest Income	-	-	(1,114)
<b>Medical Revenue</b>	<b><u>361,000</u></b>	<b><u>314,997</u></b>	<b><u>267,554</u></b>
 <b>Expenditures:</b>			
<b>Retirees-Medical</b>			
Medical claims - Current Year	175,000	343,902	130,833
Medical claims - Prior Year	12,000	22,505	86,481
Prescription drug claims	110,000	58,097	61,761
Refunds-Stop Loss Coverage	-	(156,517)	(69,880)
<b>Total Claims-Retirees</b>	<b><u>297,000</u></b>	<b><u>267,987</u></b>	<b><u>209,195</u></b>
Medical Claim Fees	14,500	7,132	12,177
Stop Loss Premiums	49,500	36,622	46,096
Miscellaneous Expense	-	225	86
ACA Fees	-	3,031	-
<b>Total Medical Costs-Retirees</b>	<b><u>361,000</u></b>	<b><u>314,997</u></b>	<b><u>267,554</u></b>
 Revenue over (under) expenditures	 -	 -	 -
Annual Required Contribution-Net	467,523	198,352	229,405
Other - Investment Income, etc.	338,400	(152,994)	165,177
<b>Total Revenues</b>	<b><u>805,923</u></b>	<b><u>45,358</u></b>	<b><u>394,582</u></b>
 Net Revenues (Expenditures)	 805,923	 45,358	 394,582
 Net assets, beginning of year	 <u>4,418,239</u>	 <u>4,418,239</u>	 <u>3,806,184</u>
 Net assets, end of period	 <u>\$ 5,224,162</u>	 <u>\$ 4,463,597</u>	 <u>\$ 4,200,766</u>

**CITY OF FRANKLIN, WISCONSIN**  
**Schedule of Revenue, Expenditures and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the Nine Months Ended September 30, 2015**

	Utility Development Fund	Library Auxiliary Fund	St Martin's Fair Fund	Donation Fund	Civic Celebrations Fund	Grant Fund	2015 Total	2014 Total
<b>REVENUE</b>								
Intergovernmental revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,610	\$ 82,610	\$ 125,325
Public charges for services		5,194	37,610		77,390		120,194	106,343
Special assessments	28,249	-	-	-	-	-	28,249	149,346
Investment earnings	957	96	-	-	-	240	1,293	6,189
Miscellaneous revenue	-	42,836	500	19,004	20,699	6,230	89,269	87,042
Total revenue	29,206	48,126	38,110	19,004	98,089	89,080	321,615	474,245
<b>EXPENDITURES</b>								
Current:								
General government				144		22,384	22,528	134
Public safety				17,167		17,612	34,779	24,633
Public works								12,037
Health and human services				353		47,914	48,267	25,284
Culture and recreation		18,917	31,877		109,489	1,195	161,478	184,550
Conservation and development								
Capital outlay		35,701		5,272			40,973	73,775
Total expenditures		54,618	31,877	22,936	109,489	89,105	308,025	320,413
Excess (deficiency) of revenue over expenditures	29,206	(6,492)	6,233	(3,932)	(11,400)	(25)	13,590	153,832
<b>OTHER FINANCING SOURCES (USES)</b>								
Transfers in			11,000		13,000		24,000	24,000
Transfers out								
Net change in fund balances	29,206	(6,492)	17,233	(3,932)	1,600	(25)	37,590	177,832
Fund balances - beginning	672,431	126,695	(11,552)	122,550	46,151	175,221	1,131,496	904,999
<b>Fund balances - ending</b>	\$ 701,637	\$ 120,203	\$ 5,681	\$ 118,618	\$ 47,751	\$ 175,196	\$ 1,169,086	\$ 1,082,831

**CITY OF FRANKLIN, WISCONSIN**  
**Balance Sheet**  
**Nonmajor Governmental Funds**  
**September 30, 2015**

	Utility Development Fund	Library Auxiliary Fund	St Martin's Fair Fund	Donation Fund	Civic Celebrations Fund	Grant Fund	Total
<b>ASSETS</b>							
Cash and investments	\$ 701,637	\$ 120,511	\$ 26,848	\$ 118,618	\$ 47,751	\$ 177,050	\$ 1,192,415
Receivables							
Accounts receivable						3,272	3,272
Special assessments receivable	1,240,841						1,240,841
<b>Total assets</b>	<b>\$ 1,942,478</b>	<b>\$ 120,511</b>	<b>\$ 26,848</b>	<b>\$ 118,618</b>	<b>\$ 47,751</b>	<b>\$ 180,322</b>	<b>\$ 2,436,528</b>
<b>LIABILITIES AND FUND BALANCES</b>							
<b>LIABILITIES</b>							
Accounts payable	\$ -	\$ -	\$ 9,615	\$ -	\$ -	\$ 5,126	\$ 14,741
Due other governments	-	308	11,552	-	-	-	11,860
<b>Total liabilities</b>	<b>-</b>	<b>308</b>	<b>21,167</b>	<b>-</b>	<b>-</b>	<b>5,126</b>	<b>26,601</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Unearned & unavailable revenue	1,240,841						1,240,841
<b>FUND BALANCES</b>							
Nonspendable:							
Prepaid items		900					900
Restricted:							
Utility improvements	701,637						701,637
Donations				118,618			118,618
Assigned:							
Health services						175,847	175,847
Library services		119,303					119,303
Public Safety services						(2,319)	(2,319)
Recreational services			5,681		47,751		53,432
Unassigned						1,668	1,668
<b>Total fund balances</b>	<b>701,637</b>	<b>120,203</b>	<b>5,681</b>	<b>118,618</b>	<b>47,751</b>	<b>175,196</b>	<b>1,169,086</b>
<b>Total liabilities, Deferred inflows and Fund Balances</b>	<b>\$ 1,942,478</b>	<b>\$ 120,511</b>	<b>\$ 26,848</b>	<b>\$ 118,618</b>	<b>\$ 47,751</b>	<b>\$ 180,322</b>	<b>\$ 2,436,528</b>

**City of Franklin  
Park Commission  
Statement of Revenue and Expenses  
For the Nine months ended September 30, 2015**

	2015 Adopted Budget	2015 Year-to-Date Budget	Current Year-to-Date Totals	2014 Year-to-Date Totals
<b>General Fund Operating Expenses:</b>				
Personal Services	\$ 109,328	\$ 84,295	\$ 89,934	\$ 90,354
Park Maintenance	14,595	6,951	10,121	7,210
Uniforms	250	-	104	-
Allocated insurance	4,900	3,643	3,675	3,596
Mileage	500	351	190	64
Utilities	7,100	-	3,413	3,752
<b>Total Operating Fund Expenses</b>	<b>\$ 136,673</b>	<b>\$ 95,240</b>	<b>\$ 107,437</b>	<b>\$ 104,976</b>
<b>Capital Outlay Fund Expenses:</b>				
Landscaping-Park/Tree Maint	\$ 2,000	\$ 1,500	\$ 300	\$ -
Park Improvements-Development	7,000	5,250	5,590	10,904
Park Equipment & Supplies	3,000	2,250	2,641	8,399
<b>Total Capital Outlay Expenditures</b>	<b>\$ 12,000</b>	<b>\$ 9,000</b>	<b>\$ 8,531</b>	<b>\$ 19,303</b>
<b>Development Fund Expenses:</b>				
Appraisal services	\$ -	\$ -	\$ -	\$ -
Transfer to Capital Improvement Fund	1,609,625	106,568	501,715	100,000
<b>Total Capital Improvement Expenditures</b>	<b>1,609,625</b>	<b>106,568</b>	<b>501,715</b>	<b>100,000</b>
<b>Capital Improvement Fund Expenses:</b>				
General Park Development	\$ 150,000	\$ -	\$ -	\$ -
Pleasant View Park - Improvements	-	-	51,797	244,242
Park Improvements	1,100,000	-	1,204,219	-
North Cape Road Recreation & Bike Trail	104,000	-	423	15
Franklin Bike & Hiking Trail	55,600	-	61,721	-
Playground Equipment - Neighborhood Parks	50,000	-	50,000	-
Southbrook Recreation/Bike Trail	-	-	13,010	-
Ernie Lake Park Equipment & Supplies	5,980	-	5,980	-
Park Equipment & Supplies	-	-	3,393	-
<b>Total Capital Improvement Expenditures</b>	<b>1,465,580</b>	<b>-</b>	<b>1,390,543</b>	<b>244,257</b>
Less Impact Fees Transfer	-	-	-	-
<b>Amount Due From Impact Fees</b>	<b>\$ 1,465,580</b>	<b>\$ -</b>	<b>\$ 1,390,543</b>	<b>\$ 244,257</b>

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>11/03/15</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER</b> <b>H.1.</b>

See attached list from meeting of November 3, 2015.

**COUNCIL ACTION REQUESTED**



# City of Franklin

9229 W. Loomis Road  
Franklin, WI 53132-9728

414-425-7500

## License Committee

### Agenda\*

### Aldermen's Room

November 3, 2015 – 6:00 pm

<b>1.</b>	<b>Call to Order &amp; Roll Call</b>	<b>Time:</b>		
<b>2.</b>	<b>Applicant Interviews &amp; Decisions</b>			
<b>License Applications Reviewed</b>		<b>Recommendations</b>		
<b>Type/ Time</b>	<b>Applicant Information</b>	<b>Approve</b>	<b>Hold</b>	<b>Deny</b>
Operator – New 2015-16 6:05 p.m.	<b>Troy A Petroske</b> 10502 W Cortez Cir, #13 Franklin, WI 53132 Swiss Street Pub & Grill			
Operator – New 2015-16	<b>Stephanie L Bluemel</b> 10701 W Grange Ave, #26 Hales Corners, WI 53130 Romey's Place			
Operator – New 2015-16	<b>Jaime N Petricek</b> 5569 S 41 <sup>st</sup> St Greenfield, WI 53221 St Paul Evangelical Lutheran Church			
Operator – New 2015-16	<b>Julie C Schier</b> 5290 S 43 <sup>rd</sup> St Greenfield, WI 53220 Three Cellars			
<b>3.</b>	<b>Adjournment</b>			
		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.

<b>APPROVAL</b> <i>Slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>11/3/15</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <b>I. 1</b>
<p>Attached are vouchers dated October 16, 2015 through November 2, 2015 Nos. 158354 through Nos. 158533 in the amount of \$ 1,870,806.00. Included in this listing are EFT's Nos. 2995 through Nos. 3007 and Library vouchers totaling \$ 28,018.88. Voided checks in the amount of \$ (611.40) are separately listed.</p> <p>Early release disbursements under Resolution 2013-6920 in the amount of \$ 735,861.67 are provided on a separate listing and are also included on the complete disbursement listing.</p> <p>The net payroll dated October 30, 2015 is \$ 376,457.15, previously estimated at \$ 363,000.00. Payroll deductions for October 30, 2015 are \$ 377,694.25, previously estimated at \$ 370,000.00.</p> <p>The estimated payroll for November 13, 2015 is \$ 350,000.00 with estimated deductions of \$ 200,000.00.</p> <p>Attached is a list of property tax disbursements Nos. 73 dated September 29, 2015 in the amount of \$ 84.21. This disbursement has been released as authorized under Resolution 2013-6920.</p> <p>Voucher for Jefferson Electric in the amount of \$ 8,081.73 for 2009-2015 water account refund.</p> <p style="text-align: center;"><b>COUNCIL ACTION REQUESTED</b></p> <p>Motion approving net general checking account City vouchers in the range of Nos. 158354 through Nos. 158533 in the amount of \$ 1,870,806.00 dated October 16, 2015 through November 2, 2015.</p> <p>Motion approving the net payroll dated October 30, 2015 in the amount of \$ 376,457.15 and payments of the various payroll deductions in the amount of \$ 377,694.25 plus any City matching payments, where required.</p> <p>Motion approving the net payroll dated November 13, 2015 estimated at \$ 350,000.00 and payments of the various payroll deductions estimated at \$ 200,000.00, plus any City matching payments, where required.</p> <p>Motion approving property tax disbursement in the amount of \$84.21 dated September 29, 2015.</p> <p>Motion approving payment to Jefferson Electric in the amount of \$ 8,081.73.</p>		