

<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MTG. DATE</b> December 3, 2019
<b>Reports &amp; Recommendations</b>	<b>RESOLUTION TO AUTHORIZE RUEKERT &amp; MIELKE TO CREATE A NEW WATER MODEL FOR FRANKLIN WATER UTILITY IN THE AMOUNT OF \$26,000</b>	<b>ITEM NO.</b> <i>6, 14,</i>

**BACKGROUND**

The water model for the water utility is used many times each year to size watermains that are installed in Franklin. The current model was initially created over 20 years ago and newer software has advanced capabilities that will be useful to adequately plan for future water infrastructure projects.

**ANALYSIS**

Ruekert & Mielke has provided a professional engineering services proposal to perform the needed work. The Board of Water Commissioners has discussed this subject and recommended to Common Council that this work be authorized for payment from the Water Impact Fees.

**OPTIONS**

- A. Authorize Ruekert & Mielke to create a hydraulic model (Phase 1), determine demand allocation based on franklin consumption data (Phase 2) and calibrate the model (Phase 3).
- B. Provide further direction to staff.

**FISCAL NOTE**

This model is needed primarily for the development of new and future water infrastructure projects and Staff asserts that payment from the Water Impact Fees are appropriate.

**RECOMMENDATIONS**

(Option A) Resolution 2019-\_\_\_\_\_ a resolution to authorize Ruekert & Mielke to create a new water model for Franklin Water Utility in the amount of \$26,000.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019 - \_\_\_\_\_

A RESOLUTION TO AUTHORIZE RUEKERT & MIELKE TO CREATE A NEW WATER MODEL FOR FRANKLIN WATER UTILITY IN THE AMOUNT OF \$26,000

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WHEREAS, the City of Franklin needs an updated water model for the orderly development of Franklin's water infrastructure; and

WHEREAS, the current Franklin water system model was created approximately 20 years ago and current software provides enhanced capabilities; and

WHEREAS, Ruckert & Mielke is a qualified consultant in the creation of water system models.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Ruckert & Mielke be authorized to create a new

Introduced at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Alderman \_\_\_\_\_.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

APPROVED:

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

ATTEST:

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

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

November 22, 2019

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

Re: City Water Model

Dear Mr. Morrow

The City of Franklin's water supply and distribution system consists of a groundwater well, two elevated storage tanks, one reservoir, and approximately 877,000 feet of water main ranging in size from 4-inches to 24-inches in diameter. The system serves approximately 8,300 customers. The City's well currently serves as a standby with all of the system's distributed water being purchased from the Oak Creek Water Utility.

With a water distribution system that contains nearly one million linear feet of water main, it is vital to monitor and predict behavior of the water system. One of the most straight-forward and economical approaches to this is by use of a hydraulic model.

In order to better manage their water system, the City is considering investing in a hydraulic model. To develop this model for the City of Franklin, R/M is proposing that the following work be performed:

#### **Phase 1 – Create Hydraulic Model**

A water model will be created out of existing geodatabase information provided during Phase 1 by the City of Franklin, using Bentley WaterGEMS CONNECT, an industry-standard software used by R/M for hydraulic modeling.

In this phase, the model will be created, tested, and verified. This phase will include the following:

- Add water mains to the model based on existing geodatabase information
- Add valves, hydrants, and tanks based on existing geodatabase information
- Run the model to verify operation and to compare the model output to expected results.

R/M will perform the above work for a lump sum fee of \$7,000.

#### **Phase 2 – Demand Allocation based on City of Franklin Consumption Data**

Customer consumption records taken from the City's billing software will be used to assign demands throughout the system. This improves the accuracy of predicted flows far beyond that of globally allocated demands. This phase will include the following:

- Provide upgraded allocated demands based on billing meter data provided by the City.
- Create average day demand and maximum day demand scenarios
- Prior to completing the work, we will need to review the reports available from the City's billing software to determine how this data can be incorporated into the model.

We will perform the above work for a lump sum fee of \$6,500.

### Phase 3 – Model Calibration

To ensure the model's accuracy, it is recommended that all models be calibrated based on field testing. Once the model is created and demands are allocated, the model will be calibrated. This phase will include the following:

- Calibrate the model to static system conditions by comparison to flow tests performed by the City.

We will perform the above work for a lump sum fee of \$12,500.

We propose to complete the above scope of services by May 31, 2020.

#### Additional Services

The City has opted not to include an extended period simulation as part of this proposal. In the future, the City can elect to update the model to include an extended period simulation. This can be used for water age analysis and design of future water supply and storage facilities. The current cost to perform the extended period simulation is approximately \$15,000 to \$20,000.

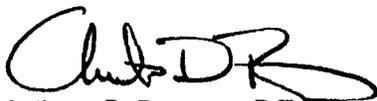
Water system updates to the initial geodatabase provided by the City of Franklin are not included in this proposal. Updates can be provided on a time and materials basis.

The above described professional services will be provided to you in accordance with the attached, two-page **Standard Terms & Conditions**, dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated before returning two fully executed copies to our office.

Thank you for this opportunity to submit this proposal. We look forward to working with the City on this project. Please let me know if you have questions or concerns about this proposal.

Respectfully,

RUEKERT & MIELKE, INC.



Anthony D. Petersen, P.E. (WI, IA)  
Senior Project Manager  
[apetersen@ruekert-mielke.com](mailto:apetersen@ruekert-mielke.com)

ADP tmg  
Enclosures

cc Michael Roberts, City of Franklin  
Ryan M. Schultz, P.E., Ruekert & Mielke, Inc.



Mr. Glen E. Morrow, P E.  
City Water Model  
November 22, 2019  
Page 3

CLIENT NAME

City of Franklin

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

ATTEST

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Designated Representative

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

ENGINEER

Ruekert & Mielke, Inc

By Steven C. Wurster  
Steven C Wurster

Title Senior Vice President/COO

Date November 22, 2019

Designated Representative

Name Anthony D. Petersen, P.E.

Title Senior Project Manager

Phone Number (262) 542-5733

**A Standards of Performance**

The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

**B Authorized Representative**

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and duties and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

**C Payments to Engineer**

Invoices will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to Owner by Engineer monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice therefore, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

**D Ownership and Reuse of Documents**

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk, and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

**E Construction Review**

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

**F Environmental**

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

**G Owner Provided Information**

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

**H Permits and Approvals**

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

**I Access**

Owner shall arrange for safe access to and make all provisions for Engineer and Engineer's consultants to enter upon public and private property as required for Engineer to perform services under this Agreement.

**J Limit of Liability**

To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and consultants, or any of them to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses, whatsoever arising out of, resulting from, or in any way related to this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, and consultants, or any of them, shall not exceed the total amount of \$2,000,000.

**K Insurance**

Engineer will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

**L Termination of Contract**

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

**M Indemnification and Allocation of Risk**

1 To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner'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 Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2 To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer'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 Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

3 To the fullest extent permitted by law, Engineer's total liability to Owner and anyone claiming by, through, or under Owner for any injuries, losses, damages and expenses caused in part by the negligence of Engineer and in part by the negligence of Owner or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

4 The indemnification provision of paragraph M 1 is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J "Limit of Liability," of this Agreement.

**N Independent Contractor**

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or the Engineer. Engineer's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against Engineer because of this Agreement or the performance or nonperformance of services hereunder. Owner 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.

**O Force Majeure**

Engineer shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond Engineer's reasonable control.

**P Severability and Waiver of Provisions**

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Q Dispute Resolution**

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

**R Public Records**

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

**END OF DOCUMENT**

## A G R E E M E N T

This AGREEMENT, made and entered into this \_\_\_\_ day of December, 2019, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ruekert & Mielke, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is W233 N2080 Ridgeview Parkway, Waukesha, WI 53188.

## W I T N E S S E T H

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 water distribution system modeling 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 water distribution system modeling services, as described in CONTRACTOR's proposal to CLIENT dated November 22, 2019, 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 \$26,000.00, 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 \$26,000.00. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the 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. Anthony D. Petersen, 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, Maureen A. Schneider, 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	\$3,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$10,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, 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.
- E. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

#### **VIII. TIME FOR COMPLETION**

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of December 16, 2019.

#### **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.

#### **XI. MISCELLANEOUS PROVISIONS**

- A. Professionalism The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

#### **XII. CONTROLLING TERMS AND PROVISIONS**

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

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

DATE: \_\_\_\_\_

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

DATE \_\_\_\_\_

BY: \_\_\_\_\_  
Paul Rotzenberg, Director of Finance and  
Treasurer

DATE \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Jesse A. Wesolowski, City Attorney

DATE. \_\_\_\_\_

BY Steven C. Wurster

PRINT NAME: Steven C. Wurster, P.E. (WI, IL)

TITLE: Senior Vice President/COO

DATE: November 26, 2019

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<b>APPROVAL</b> <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>Dec 3, 2019</b>
<b>REPORTS &amp; RECOMMENDATIONS</b>	<b>October, 2019 Monthly Financial Report</b>	<b>ITEM NUMBER</b> <i>G, 15,</i>

**Background**

The October, 2019 Financial Report is attached.

The Finance Committee reviewed this report and recommends acceptance.

Please note that certain interfund advances will occur in to fund project costs in the Capital Improvement Fund until loan proceeds are available in December. It is also possible that certain TID5/7 projects costs are advanced from other funds until Debt Proceeds are available, currently planned for early Dec 2019.

Receipts of landfill siting revenue are exceeding the 2019 budgeted revenues. The Finance Director is crediting Capital Funds for the excess revenue.

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



Date: November 19, 2019  
 To: Mayor Olson, Common Council and Finance Committee Members  
 From: Paul Rotzenberg, Director of Finance & Treasurer *PR*  
 Subject: Oct. 2019 Financial Report

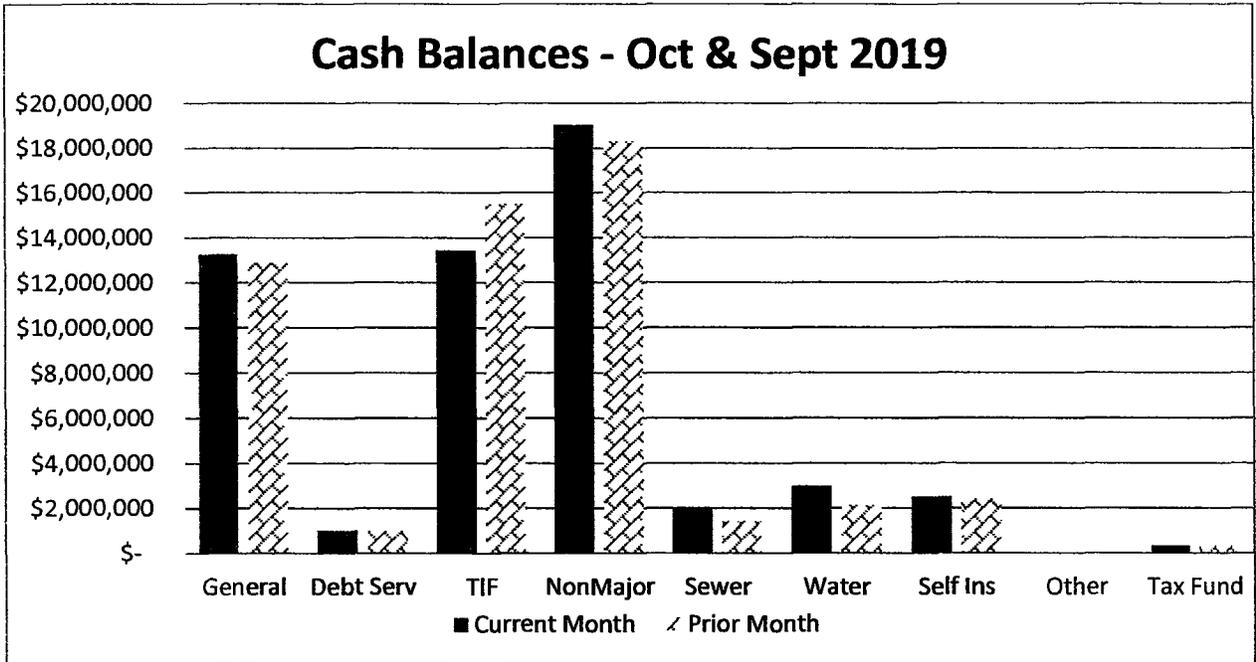
The October, 2019 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund are attached.

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

**Cash & Investments Summary** – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City’s Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored.

The City borrowed \$20.1 million dollars in February. \$10.6 million was used to refund the TID 5 Note Anticipation Note sold in May 2018. \$3 million provided financing for a Developer’s grant in TID 3, and \$6 million will finance project costs in TID 6.

Cash & Investments in the General Governmental Funds totaling \$46.7 million decreased \$1.0 million since last month. General fund payroll requirements and the reduced revenues is the biggest reason for the reduction. TID grants and project costs used \$2.1 million.



**GENERAL FUND** revenues of \$25.1 million are \$0.7 million greater than budget. Collection of Engineering inspection fees have generated \$447,000 more than budget (as the 2019 budget understated expected revenues). With all the Commercial development, building permit revenues are \$152,000 greater than budget thru October. Investment income is also \$257,000 over budget related to increased interest rates.

Year to Date expenditures of \$21.2 million are \$642,000 less than budget. Expenditure items of note are:

- Reduced prisoner boarding costs has underspent by \$35,000. Reduced professional services in Administration has also generated \$32,000 in underspending.
- Police and Fire Personnel costs are underspent \$367,000 to budget,
- The overspend in Public Works is caused by recognizing Engineering services gross, rather than netted against revenues as in prior years. Note the added revenues commented upon earlier.
- The contingency expenditure represents tax refunds related to challenges to assessed values.

A \$3.9 million surplus is \$1.4 million greater than budget. That surplus is partially related to additional interest earnings and partially to underspending.

**DEBT SERVICE** – Debt payments were made March 1 as required. The increased development activity of late has permitted more impact fee transfers than expected in the budget.

**TIF Districts –**

TID 3 – The 2019 increment was collected and the TID borrowed \$3 million in February to finance a Developer Grant. All six buildings have received occupancy permits, and the grants were paid.

TID 4 – The 2019 increment was collected and payments are being made on the Engineering contract planning infrastructure for a business park on S 27<sup>th</sup> Street.

TID 5 – The 2019 Increment was collected. The TID borrowed \$10.6 million to make a \$10 million note payment. Developer draws continue. Total expenditures on the infrastructure are \$21.8 million. A schedule of payments by category is attached.

An amendment to the Developer's Agreement was signed in October, 2019, that commits another \$3.2 million to infrastructure assistance.

TID 6 – The TID borrowed \$6 million to finance developer project costs. The City committed \$9 million for infrastructure in the Loomis & Ryan Rd development to be constructed by the Developer. The Developer is performing late and no infrastructure expenditures have been made.

TID 7 – formed in May, 2019, this multi-family project related to Ballpark Commons has seen only organizational expenditures. The Developer's Agreement was signed in mid-October, 2019. That agreement committed the City to \$2 million infrastructure assistance in Ballpark Commons, a Developer's Grant of \$14.89 mil in the form of an MRO and a \$4.5 million second mortgage.

**SOLID WASTE FUND –** Activity is occurring as budgeted.

**LANDFILL SITING REVENUES –** These revenues impact the four Capital Funds and the General Fund. The 2019 Budget of \$1.6 million anticipated a 72% increase over the prior year. Receipts thru Oct 31 total \$1.9 million matching the entire annual budget. Revenues are currently estimated to total \$2.6 million for 2019, with amounts added to recover structural deficits in the Equipment Replacement and Street Improvement funds.

**CAPITAL OUTLAY FUND –** tax revenues are in line with budget. The new City servers have been purchased. The Police have the planned vehicles. A \$26,000 text 2-911 project initiated in 2016 has numerous technical delays. The Fire Dept has completed the thermal imaging project. Engineering has purchased the GIS locating equipment. Highway has completed the Router replacement.

**EQUIPMENT REPLACEMENT FUND –** Revenues are in line with budget. The Fire Dept received the \$633,000 the fire engine replacement, however it still requires some accessories before being placed in service. The Breathing Apparatus equipment has not been ordered. A \$150,000 grant has been awarded for the Breathing Apparatus equipment.

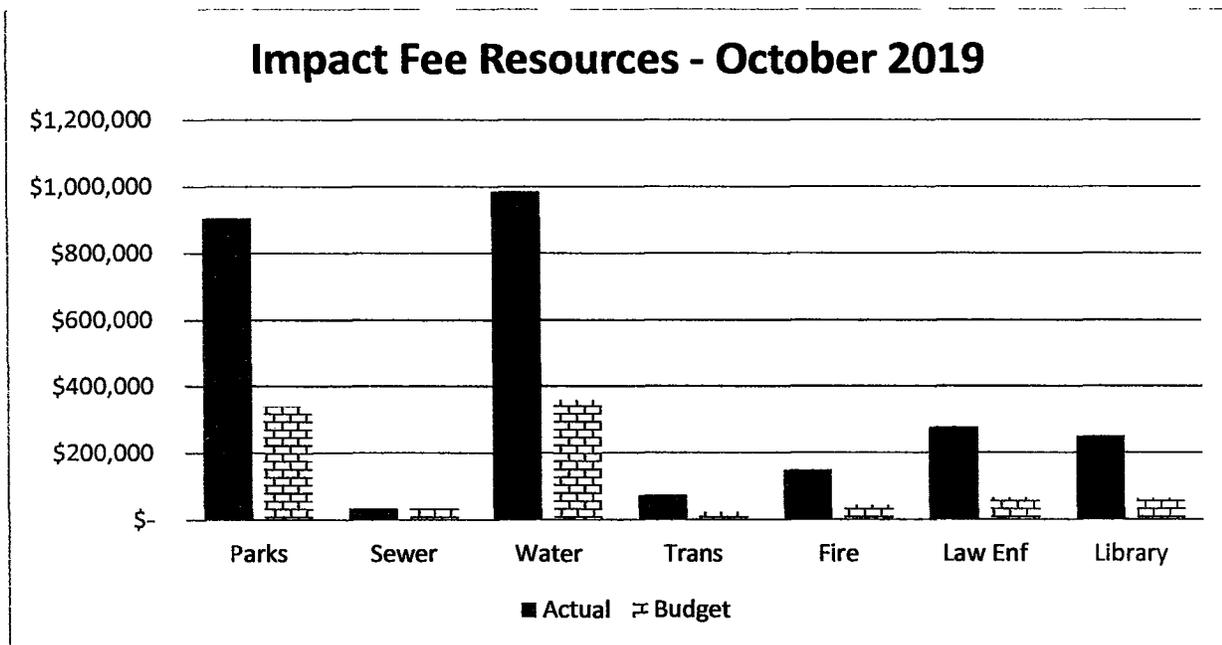
**STREET IMPROVEMENT FUND –** General Transportation Aids have been receipted to this fund, and only a small portion of landfill siting revenue remains to be receipted. .

The 2019 program is complete. Work on the Rawson Homes road project is still in process.

**CAPITAL IMPROVEMENT FUND** – See the earlier note on landfill siting revenues. Bond proceeds are expected in Dec 2019.

The City Hall roof, HVAC project is currently underway. The Police Shooting Range project is under contract. The round-about project at Drexel & S 51<sup>st</sup> Street is complete, however required several budget amendments. The Rawson Homes storm sewer project is nearing completion for 2019. Road work will spill over to 2020. The pavilion at Pleasant View Park is under construction.

**DEVELOPMENT FUND** – Impact fee collections soared past budget with Ballpark Commons projects getting initiated, impact fee collections will exceed budget.



Transfers to the Debt Service fund were made to fund debt service costs. Not all the transfers to the Debt Service Fund are needed there, so approximately \$90,000 of transfers out are being recorded in the Capital Improvement Fund.

The Park Impact fee expenditures represent a commitment for a trail to a developer. The Park Impact fee holding period ends at the end of November 2019, should qualifying park expenditures utilizing fees not occur prior to then, rebates will begin. The Pleasant View Park pavilion project should extend the expenditure period into mid 2020.

Water Impact fees have been held for nearly six years. Oversizing payments to developers will utilize some of the fees but not very soon. A Water tower project is in the planning stage for 2021 or later and will use all of those fees and more.

As of October 2019, there are \$5.0 million of Park and \$2.5 million of Water Impact fees on hand. All other fee types total \$1.0 million.

Oct. 2019  
Financial report

**UTILITY DEVELOPMENT FUND** – A large deferred assessment was paid in January, September and October.

**SELF INSURANCE FUND** – Revenues of \$2.8 million are 7% below budget. Participation in the plan decreased as a result of the revised health insurance program.

Total operating costs of \$2.4 million are 26% below budget.

A \$479,000 surplus compares favorably to the \$124,000 planned deficit.

**RETIREE HEALTH FUND** – Insurance results are much better than 2018. Medical claims are 24% lower than 2018. Results can quickly change depending upon group activity, especially considering the small size of the group.

Investment results have followed the markets, with investment gains of 15% thru October. Thru October investment results have generated \$879,000 in gains, with total investments now exceeding \$6.3 million.

Caution is advised, as equity market returns can be volatile, evidenced by the sharp fourth quarter downturn in 2018.

**City of Franklin**  
**Cash & Investments Summary**  
**October 31, 2019**

	<b>Cash</b>	<b>American Deposit Management</b>	<b>Institutional Capital Management</b>	<b>Local Government Invest Pool</b>	<b>Fidelity Investments</b>	<b>Total</b>	<b>Prior Month Total</b>
General Fund	\$ 2,835,381	\$ 3,763,031	\$ 3,490,186	\$ 3,170,380	\$ -	\$ 13,258,978	\$ 12,866,357
Debt Service Funds	29,374	442,154	538,199	-	-	1,009,727	1,007,402
TIF Districts	(120,481)	10,843,682	2,704,214	-	-	13,427,414	15,504,594
Nonmajor Governmental Funds	684,841	10,117,426	8,230,944	-	-	19,033,211	18,306,647
<b>Total Governmental Funds</b>	<b>3,429,115</b>	<b>25,166,293</b>	<b>14,963,543</b>	<b>3,170,380</b>	<b>-</b>	<b>46,729,330</b>	<b>47,684,999</b>
Sewer Fund	79,932	1,914,998	-	-	-	1,994,930	1,413,070
Water Utility	144,511	2,436,307	419,084	-	-	2,999,902	2,123,485
Self Insurance Fund	131	678,355	1,830,232	-	-	2,508,718	2,423,401
Other Designated Funds	14,301	-	-	-	-	14,301	14,169
<b>Total Other Funds</b>	<b>238,874</b>	<b>5,029,660</b>	<b>2,249,316</b>	<b>-</b>	<b>-</b>	<b>7,517,850</b>	<b>5,974,124</b>
<b>Total Pooled Cash &amp; Investments</b>	<b>3,667,988</b>	<b>30,195,953</b>	<b>17,212,859</b>	<b>3,170,380</b>	<b>-</b>	<b>54,247,180</b>	<b>53,659,123</b>
Retiree Health Fund	115,883	-	-	-	6,188,694	6,304,577	6,190,163
Property Tax Fund	239,223	107,835	-	-	-	347,058	344,794
<b>Total Trust Funds</b>	<b>355,106</b>	<b>107,835</b>	<b>-</b>	<b>-</b>	<b>6,188,694</b>	<b>6,651,635</b>	<b>6,534,956</b>
<b>Grand Total Cash &amp; Investments</b>	<b>4,023,094</b>	<b>30,303,788</b>	<b>17,212,859</b>	<b>3,170,380</b>	<b>6,188,694</b>	<b>60,898,815</b>	<b>60,194,079</b>
<b>Average Rate of Return</b>		<b>2.13%</b>	<b>1.68%</b>	<b>1.92%</b>			
<b>Maturities:</b>							
Demand	4,023,094	30,303,788	12,615	3,170,380	41,281	37,551,159	35,112,424
Fixed Income & Equities	-	-	-	-	4,024,499	4,024,499	3,791,993
2019 - Q4	-	-	-	-	-	-	1,998,694
2020 - Q1	-	-	1,039,990	-	-	1,039,990	1,038,967
2020 - Q2	-	-	998,143	-	-	998,143	-
2020 - Q3	-	-	997,488	-	-	997,488	996,048
2020 - Q4	-	-	3,523,357	-	172,961	3,696,318	4,685,151
2021	-	-	8,064,566	-	575,526	8,640,092	8,625,915
2022	-	-	2,576,700	-	372,225	2,948,925	2,945,122
2023	-	-	-	-	378,013	378,013	377,268
2024	-	-	-	-	206,483	206,483	206,080
2025	-	-	-	-	209,266	209,266	208,860
2026	-	-	-	-	208,440	208,440	207,558
	<b>4,023,094</b>	<b>30,303,788</b>	<b>17,212,859</b>	<b>3,170,380</b>	<b>6,188,694</b>	<b>60,898,815</b>	<b>60,194,079</b>

**City of Franklin**  
**2019 Financial Report**  
**General Fund Summary**  
**For the Ten months ended October 31, 2019**

<b>Revenue</b>	<b>2019 Annual Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
Property Taxes	\$ 18,130,675	\$ 18,130,675	\$ 18,126,648	\$ 18,127,772	\$ 1,124
Other Taxes	695,800	695,800	422,772	490,498	67,726
Intergovernmental Revenue	1,736,127	1,736,127	1,267,794	1,286,402	18,608
Licenses & Permits	1,038,990	1,038,990	891,314	1,076,479	185,165
Law and Ordinance Violations	546,000	546,000	470,624	368,733	(101,891)
Public Charges for Services	2,056,950	2,056,950	1,656,907	2,019,122	362,215
Intergovernmental Charges	207,500	207,500	114,303	155,960	41,657
Investment Income	265,000	265,000	220,833	478,568	257,735
Miscellaneous Revenue	162,150	162,150	141,228	172,050	30,822
Transfer from Other Funds	1,109,250	1,139,875 A	996,103	875,000	(121,103)
<b>Total Revenue</b>	<b>\$ 25,948,442</b>	<b>\$ 25,979,067</b>	<b>\$ 24,308,526</b>	<b>\$ 25,050,584</b> 103.05%	<b>\$ 742,058</b>
<b>Expenditures</b>	<b>2019 Annual Budget</b>	<b>2019 Amended Budget</b>	<b>2019 Year-to-Date Budget</b>	<b>2019 Year-to-Date Actual</b>	<b>Var to Budget Surplus (Deficiency)</b>
General Government	\$ 3,200,440	\$ 3,239,416 A	\$ 2,707,926	\$ 2,522,737 E	\$ 185,189
Public Safety	17,784,187	17,771,999 A	14,995,205	14,387,346 E	607,859
Public Works	3,571,132	3,701,736 A	2,867,733	3,199,918 E	(332,185)
Health and Human Services	750,797	740,862 A	635,057	555,814	79,243
Other Culture and Recreation	182,702	184,243 A	171,494	167,694	3,800
Conservation and Development	640,776	738,514 A	603,536	515,219 E	88,317
Contingency and Unclassified	2,069,728	1,826,304 A	59,083	27,396 E	31,687
Anticipated underexpenditures	(375,320)	(317,444) A	(264,537)	-	(264,537)
Transfers to Other Funds	274,000	282,100 A	30,750	32,100	(1,350)
Encumbrances	-	-	-	(243,983)	243,983
<b>Total Expenditures</b>	<b>\$ 28,098,442</b>	<b>\$ 28,167,730</b>	<b>\$ 21,806,247</b>	<b>\$ 21,164,241</b> 97.06%	<b>\$ 642,006</b>
Excess of revenue over (under) expenditures	(2,150,000)	(2,188,663)	<u>\$ 2,502,279</u>	3,886,343	<u>\$ 1,384,064</u>
Fund balance, beginning of year	<u>7,336,277</u>	<u>7,336,277</u>		<u>7,336,277</u>	
Fund balance, end of period	<u>\$ 5,186,277</u>	<u>\$ 5,147,614</u>		<u>\$ 11,222,620</u>	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin  
Debt Service Funds  
Balance Sheet  
October 31, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Total	2018 Special Assessment	2018 Debt Service	2018 Total
<b>Assets</b>						
Cash and investments	\$ 740,131	\$ 269,596	\$ 1,009,727	\$ 678,432	\$ 267,514	\$ 945,946
Special assessment receivable	58,474	-	58,474	83,018	-	83,018
<b>Total Assets</b>	<u>\$ 798,605</u>	<u>\$ 269,596</u>	<u>\$ 1,068,201</u>	<u>\$ 761,450</u>	<u>\$ 267,514</u>	<u>\$ 1,028,964</u>
<b>Liabilities and Fund Balance</b>						
Unearned & unavailable revenue	\$ 58,474	\$ -	\$ 58,474	\$ 83,018	\$ -	\$ 83,018
Unassigned fund balance	740,131	269,596	1,009,727	678,432	267,514	945,946
<b>Total Liabilities and Fund Balance</b>	<u>\$ 798,605</u>	<u>\$ 269,596</u>	<u>\$ 1,068,201</u>	<u>\$ 761,450</u>	<u>\$ 267,514</u>	<u>\$ 1,028,964</u>

**Statement of Revenue, Expenses and Fund Balance  
For the Ten months ended October 31, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Year-to-Date Actual	2019 Amended Budget	2018 Special Assessment	2018 Debt Service	2018 Year-to-Date Actual
<b>Revenue</b>							
Property Taxes	\$ -	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ -	\$ 1,300,000	\$ 1,300,000
Special Assessments	5,729	-	5,729	-	51,449	-	51,449
Investment Income	20,068	10,129	30,197	-	3,032	3,087	6,119
GO Debt Issuance	-	-	-	-	-	-	-
<b>Total Revenue</b>	<u>25,797</u>	<u>1,310,129</u>	<u>1,335,926</u>	<u>1,300,000</u>	<u>54,481</u>	<u>1,303,087</u>	<u>1,357,568</u>
<b>Expenditures:</b>							
Debt Service							
Principal	-	1,405,000	1,405,000	1,405,000	-	1,330,000	1,330,000
Interest	-	134,137	134,137	134,138	-	148,898	148,898
Bank Fees	-	1,200	1,200	1,050	-	-	-
<b>Total expenditures</b>	<u>-</u>	<u>1,540,337</u>	<u>1,540,337</u>	<u>1,540,188</u>	<u>-</u>	<u>1,478,898</u>	<u>1,478,898</u>
Transfers in	-	231,419	231,419	240,188	(60,000)	392,254	332,254
<b>Net change in fund balances</b>	<u>25,797</u>	<u>1,211</u>	<u>27,008</u>	<u>-</u>	<u>(5,519)</u>	<u>216,443</u>	<u>210,924</u>
Fund balance, beginning of year	714,334	268,385	982,719	982,719	683,951	51,071	735,022
<b>Fund balance, end of period</b>	<u>\$ 740,131</u>	<u>\$ 269,596</u>	<u>\$ 1,009,727</u>	<u>\$ 982,719</u>	<u>\$ 678,432</u>	<u>\$ 267,514</u>	<u>\$ 945,946</u>

City of Franklin  
Consolidating TID Funds  
Balance Sheet  
October 31, 2019

	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
<b>Assets</b>						
Cash & investments	\$ 1,589,134	\$ 4,280,246	\$ 1,084,136	\$ 6,508,234	\$ (34,335)	\$ 13,427,415
Total Assets	<u>\$ 1,589,134</u>	<u>\$ 4,280,246</u>	<u>\$ 1,084,136</u>	<u>\$ 6,508,234</u>	<u>\$ (34,335)</u>	<u>\$ 13,427,415</u>
<b>Liabilities and Fund Balance</b>						
Accounts payable	\$ -	\$ 11,492	\$ 24,936	\$ 981	\$ 1,730	\$ 39,139
Accrued liabilities	833,335	-	-	-	-	833,335
Advances from other funds	865,136	-	-	13,000	-	878,136
Total Liabilities	<u>1,698,471</u>	<u>11,492</u>	<u>24,936</u>	<u>13,981</u>	<u>1,730</u>	<u>1,750,610</u>
Assigned fund balance	(109,337)	4,268,754	1,059,200	6,494,253	(36,065)	11,676,805
Total Liabilities and Fund Balance	<u>\$ 1,589,134</u>	<u>\$ 4,280,246</u>	<u>\$ 1,084,136</u>	<u>\$ 6,508,234</u>	<u>\$ (34,335)</u>	<u>\$ 13,427,415</u>

Statement of Revenue, Expenses and Fund Balance  
For the Ten months ended October 31, 2019

	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
<b>Revenue</b>						
General property tax levy	\$ 1,114,683	\$ 1,011,224	\$ 30,951	\$ -	\$ -	\$ 2,156,858
Payment in lieu of taxes	-	121,759	-	-	-	121,759
State exempt aid	482,476	21,414	123	-	-	504,013
Investment & misc income	93,205	109,845	99,794	105,451	-	408,295
Bond proceeds	3,001,886	-	10,600,102	6,638,320	-	20,240,308
Total revenue	<u>4,692,250</u>	<u>1,264,242</u>	<u>10,730,970</u>	<u>6,743,771</u>	<u>-</u>	<u>23,431,233</u>
<b>Expenditures</b>						
Debt service interest & fees	\$ 64,121	\$ -	\$ 10,822,413	\$ 226,063	\$ -	\$ 11,112,597
Administrative expenses	98,998	29,252	29,459	4,130	1,177	163,016
Professional services	-	137,149	128,693	7,137	34,888	307,867
Capital outlays	-	714,802	7,412,583	-	-	8,127,385
Development incentive & obligation paymen	5,291,991	(794,256)	(35,863)	(1,156)	-	5,291,991
Encumbrances	-	86,947	18,357,285	236,174	36,065	24,171,581
Total expenditures	<u>5,455,110</u>	<u>86,947</u>	<u>18,357,285</u>	<u>236,174</u>	<u>36,065</u>	<u>24,171,581</u>
Revenue over (under) expenditures	(762,860)	1,177,295	(7,626,315)	6,507,597	(36,065)	(740,348)
Fund balance, beginning of year	653,523	3,091,459	8,685,515	(13,344)	-	12,417,153
Fund balance, end of period	<u>\$ (109,337)</u>	<u>\$ 4,268,754</u>	<u>\$ 1,059,200</u>	<u>\$ 6,494,253</u>	<u>\$ (36,065)</u>	<u>\$ 11,676,805</u>

**City of Franklin**  
**Tax Increment Financing District #3**  
**Balance Sheet**  
**October 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash & investments	\$ 1,589,134	\$ 1,967,796
Total Assets	<u>\$ 1,589,134</u>	<u>\$ 1,967,796</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 36
Accrued liabilities	833,335	1,323,600
Interfund advance from Development Fund	865,136	-
Total Liabilities	<u>1,698,471</u>	<u>1,323,636</u>
Assigned fund balance	(109,337)	644,160
Total Liabilities and Fund Balance	<u>\$ 1,589,134</u>	<u>\$ 1,967,796</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Ten months ended October 31, 2019 and 2018**

	<u>2019</u> <u>Annual</u> <u>Budget</u>	<u>2019</u> <u>Amended</u> <u>Budget</u>	<u>2019</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2018</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue</b>					
General property tax levy	\$ 1,180,900	\$ 1,180,900	\$ 1,180,900	\$ 1,114,683	\$ 1,381,191
State exempt aid	479,831	479,831	478,781	482,476	464,931
Investment income	25,000	25,000	21,481	93,205	24,721
Bond proceeds	3,500,000	3,500,000	3,500,000	3,001,886	-
Total revenue	<u>5,185,731</u>	<u>5,185,731</u>	<u>5,181,162</u>	<u>4,692,250</u>	<u>1,870,843</u>
<b>Expenditures</b>					
Debt service principal	-	-	-	-	985,000
Debt service interest & fees	111,500	111,500	92,917	64,121	15,084
Administrative expenses	113,350	213,350	177,493	98,998	31,404
Interfund interest	-	-	-	-	74
Capital outlays	-	984,323	743,275	-	1,354,311
Development incentive & obligation payments	4,589,265	4,589,265	4,518,833	5,291,991	109,000
Total expenditures	<u>4,814,115</u>	<u>5,898,438</u>	<u>5,532,518</u>	<u>5,455,110</u>	<u>1,141,560</u>
Revenue over (under) expenditures	371,616	(712,707)	<u>\$ (351,356)</u>	(762,860)	729,283
Fund balance, beginning of year	<u>653,523</u>	<u>653,523</u>		<u>653,523</u>	<u>(85,123)</u>
Fund balance, end of period	<u>\$ 1,025,139</u>	<u>\$ (59,184)</u>		<u>\$ (109,337)</u>	<u>\$ 644,160</u>

**City of Franklin**  
**Tax Increment Financing District #4**  
**Balance Sheet**  
**October 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash & investments	\$ 4,280,246	\$ 3,404,398
Total Assets	<u>\$ 4,280,246</u>	<u>\$ 3,404,398</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 11,492	\$ 85,722
Total Liabilities	11,492	85,722
Assigned fund balance	4,268,754	3,318,676
Total Liabilities and Fund Balance	<u>\$ 4,280,246</u>	<u>\$ 3,404,398</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Ten months ended October 31, 2019 and 2018**

	<u>2019</u> <u>Annual</u> <u>Budget</u>	<u>2019</u> <u>Amended</u> <u>Budget</u>	<u>2019</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2018</u> <u>Year-to-Date</u> <u>Actual</u>
<b>Revenue</b>					
General property tax levy	\$ 1,023,600	\$ 1,023,600	\$ 1,023,600	\$ 1,011,224	\$ 1,059,413
Payment in Lieu of Taxes	132,800	132,800	132,800	121,759	132,871
State exempt aid	19,700	19,700	18,900	21,414	16,195
Investment income	20,000	20,000	16,667	109,845	34,749
Bond proceeds	5,000,000	5,000,000	5,000,000	-	-
Total revenue	<u>6,196,100</u>	<u>6,196,100</u>	<u>6,191,967</u>	<u>1,264,242</u>	<u>1,243,228</u>
<b>Expenditures</b>					
Debt service interest & fees	188,750	188,750	157,292	-	-
Administrative expenses	10,350	10,350	8,625	29,252	6,662
Professional services	29,500	161,724	134,770	137,149	212,894
Capital outlay	8,000,000	8,714,802	7,262,335	714,802	1,201,850
Encumbrances	-	-	-	(794,256)	(1,090,855)
Total expenditures	<u>8,228,600</u>	<u>9,075,626</u>	<u>7,563,022</u>	<u>86,947</u>	<u>330,551</u>
Revenue over (under) expenditures	(2,032,500)	(2,879,526)	<u>\$ (1,371,055)</u>	1,177,295	912,677
Fund balance, beginning of year	<u>3,091,459</u>	<u>3,091,459</u>		<u>3,091,459</u>	<u>2,405,999</u>
Fund balance, end of period	<u>\$ 1,058,959</u>	<u>\$ 211,933</u>		<u>\$ 4,268,754</u>	<u>\$ 3,318,676</u>

**City of Franklin**  
**Tax Increment Financing District #5**  
**Balance Sheet**  
**October 31, 2019 and 2018**

<u>Assets</u>	<b>2019</b>	<b>2018</b>
Cash & investments	\$ 1,084,136	\$ 13,046,429
Total Assets	<u>\$ 1,084,136</u>	<u>\$ 13,046,429</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 24,936	\$ -
Due to other funds	-	29,695
Interfund advance from Development Fund	-	75,000
Total Liabilities	<u>24,936</u>	<u>104,695</u>
Assigned fund balance	1,059,200	12,941,734
Total Liabilities and Fund Balance	<u>\$ 1,084,136</u>	<u>\$ 13,046,429</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Ten months ended October 31, 2019 and 2018**

	<b>2019</b>	<b>2019</b>	<b>2019</b>	<b>2019</b>	<b>2018</b>
	<b>Annual</b>	<b>Amended</b>	<b>Year-to-Date</b>	<b>Year-to-Date</b>	<b>Year-to-Date</b>
	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Actual</b>	<b>Actual</b>
<b>Revenue</b>					
General property tax levy	\$ 31,500	\$ 31,500	\$ 26,250	\$ 30,951	\$ 30,500
State exempt aid	400	400	333	123	-
Investment income	25,000	25,000	20,834	99,794	156,253
Bond proceeds	10,000,000	10,000,000	7,500,000	10,600,102	23,386,959
Total revenue	<u>10,056,900</u>	<u>10,056,900</u>	<u>7,547,417</u>	<u>10,730,970</u>	<u>23,573,712</u>
<b>Expenditures</b>					
Debt service interest & fees	10,875,810	10,875,810	10,859,026	10,822,413	337,663
Administrative expenses	20,700	20,700	17,250	29,459	40,940
Professional services	10,000	124,279	103,566	128,693	64,299
Capital outlay	-	4,000,000	3,333,333	7,412,583	10,063,198
Development incentive & obligation payments	4,000,000	4,000,000	3,333,334	-	54,283
Encumbrances	-	-	-	(35,863)	(27,279)
Total expenditures	<u>14,906,510</u>	<u>19,020,789</u>	<u>17,646,509</u>	<u>18,357,285</u>	<u>10,533,104</u>
Revenue over (under) expenditures	(4,849,610)	(8,963,889)	<u>\$ (10,099,092)</u>	(7,626,315)	13,040,608
Fund balance, beginning of year	<u>8,685,515</u>	<u>8,685,515</u>		<u>8,685,515</u>	<u>(98,874)</u>
Fund balance, end of period	<u>\$ 3,835,905</u>	<u>\$ (278,374)</u>		<u>\$ 1,059,200</u>	<u>\$ 12,941,734</u>

City of Franklin  
 Bailpark Commons  
 Thru July 2019 Draw

Dev Agreement Budget Draw #17	Date Paid	Streets	Storm Sewer	Parking Lot	County Methane	MMSD Main Movement	Topsoil Replacement	Berms	Water	Sanitary Sewer	Trail	Sound & Light	Contingency	Total
		5,157,399 (205,655)	2,564,027 5,427	1,930,196 (6,285)	3,887,300	458,000	2,602,500 16,121	920,000	1,011,124 189,252	782,266 1,140	145,000	100,000	2,933,672	22,491,484 (0)
<b>Revised Budget</b>		<b>3,634,962</b>	<b>5,480,870</b>	<b>1,393,587</b>	<b>3,887,300</b>	<b>458,000</b>	<b>2,989,828</b>	<b>920,000</b>	<b>2,075,473</b>	<b>1,373,100</b>	<b>145,000</b>	<b>100,000</b>	<b>33,363</b>	<b>22,491,484</b>
<b>Dev Agree Amend Total</b>		<b>3,634,962</b>	<b>5,480,870</b>	<b>1,393,587</b>	<b>3,887,300</b>	<b>458,000</b>	<b>2,989,828</b>	<b>920,000</b>	<b>2,075,473</b>	<b>1,373,100</b>	<b>145,000</b>	<b>100,000</b>	<b>3,200,000</b> <b>3,233,363</b>	<b>3,200,000</b> <b>25,691,484</b>
<b>Draw's 2018 Total</b>		<b>1,617,607</b>	<b>4,201,794</b>	<b>608,567</b>	<b>2,645,529</b>	<b>164,865</b>	<b>2,566,201</b>	<b>247,441</b>	<b>1,397,720</b>	<b>876,912</b>	<b>31,610</b>	<b>49,238</b>	<b>3,285</b>	<b>14,410,769</b>
Draw 11		67,942	147,607	129,144	115,553	3,554	26,460	35,055	294,394	384,347				1,204,055
Draw 12		60,185	428,176	55,904	12,215		191,508	26,465	161,125	111,320				1,046,899
Draw 13		118,699	356,931	15,990	31,758	10,831	44,435		(85,877)	236,790				729,556
Draw 14		115,240	16,263	2,765	42,544	6,325	8,481		38,226	128,712				369,556
Draw 15	4/19/2019	53,198	148,929	4,729	39,535	5,581	187,633		100,991	24,866				565,482
Draw # 16	5/14/2019	32,471	244,266	85,986	22,246	920	5,709		230,742	1,027		38,375		660,725
Draw #17	6/6/2019	307,184	4,892	202,419	20,326	4,371	16,121		170,568					726,909
Draw # 18	10/2/2019	771,117	30,459	1,036,027	4,221	2,435	124,575		22,026	24,389	45,224	34,780		2,095,253
Draw 19	10/18/2019	24,905												24,905
Total 2019		1,550,940	1,377,523	1,532,974	288,398	34,016	604,922	61,520	932,195	911,472	45,224	73,155	-	7,412,338
Total		3,168,547	5,579,317	2,141,541	2,933,927	198,881	3,171,122	308,961	2,329,915	1,788,384	76,834	122,393	3,285	21,823,108
<b>Remaining Budget</b>		<b>466,415</b>	<b>(98,447)</b>	<b>(747,964)</b>	<b>953,373</b>	<b>259,119</b>	<b>(181,294)</b>	<b>611,039</b>	<b>(254,442)</b>	<b>(415,283)</b>	<b>68,166</b>	<b>(22,393)</b>	<b>3,230,078</b>	<b>3,868,376</b>

**City of Franklin**  
**Tax Increment Financing District #6**  
**Balance Sheet**  
**October 31, 2019 and 2018**

<u><b>Assets</b></u>	<b>2019</b>	<b>2018</b>
Cash & investments	\$ 6,508,234	\$ -
Total Assets	<u>\$ 6,508,234</u>	<u>\$ -</u>
<u><b>Liabilities and Fund Balance</b></u>		
Accounts payable	\$ 981	\$ -
Advances from other funds	13,000	-
Total Liabilities	<u>13,981</u>	<u>-</u>
Assigned fund balance	6,494,253	-
Total Liabilities and Fund Balance	<u>\$ 6,508,234</u>	<u>\$ -</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Ten months ended October 31, 2019 and 2018**

	<b>2019</b>	<b>2019</b>	<b>2019</b>	<b>2019</b>	<b>2018</b>
	<b>Annual</b>	<b>Amended</b>	<b>Year-to-Date</b>	<b>Year-to-Date</b>	<b>Year-to-Date</b>
	<b>Budget</b>	<b>Budget</b>	<b>Budget</b>	<b>Actual</b>	<b>Actual</b>
<b>Revenue</b>					
Investment income	\$ -	\$ 132,300	\$ 100,000	\$ 105,451	\$ -
Bond proceeds	-	9,837,382	9,281,382	6,638,320	-
Total revenue	<u>-</u>	<u>9,969,682</u>	<u>9,381,382</u>	<u>6,743,771</u>	<u>-</u>
<b>Expenditures</b>					
Debt service interest & fees	\$ -	\$ 195,375	\$ 78,812	\$ 226,063	\$ -
Administrative expenses	-	8,550	6,350	4,130	-
Professional services	-	26,156	1,156	7,137	-
Capital outlay	-	9,000,000	8,300,000	-	-
Encumbrances	-	-	-	(1,156)	-
Total expenditures	<u>-</u>	<u>9,230,081</u>	<u>8,386,318</u>	<u>236,174</u>	<u>-</u>
Revenue over (under) expenditures	-	739,601	<u>\$ 995,064</u>	6,507,597	-
Fund balance, beginning of year	<u>(13,344)</u>	<u>(13,344)</u>		<u>(13,344)</u>	<u>-</u>
Fund balance, end of period	<u>\$ (13,344)</u>	<u>\$ 726,257</u>		<u>\$ 6,494,253</u>	<u>\$ -</u>

**City of Franklin**  
**Tax Increment Financing District #7**  
**Balance Sheet**  
**October 31, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash & investments	\$ (34,335)	\$ -
Total Assets	<u>\$ (34,335)</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 1,730	\$ -
Advances from other funds	-	-
Total Liabilities	<u>1,730</u>	<u>-</u>
Assigned fund balance	(36,065)	-
Total Liabilities and Fund Balance	<u>\$ (34,335)</u>	<u>\$ -</u>

**Statement of Revenue, Expenses and Fund Balance**  
**For the Ten months ended October 31, 2019 and 2018**

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
<b>Revenue</b>					
Investment & misc income	\$ -	\$ 22,500	\$ 18,750	\$ -	\$ -
Bond proceeds	-	240,000	-	-	-
Total revenue	<u>-</u>	<u>262,500</u>	<u>18,750</u>	<u>-</u>	<u>-</u>
<b>Expenditures</b>					
Debt service interest, fees, bond issuance	\$ -	\$ 153,208	\$ -	\$ -	\$ -
Administrative expenses	-	5,200	-	1,177	-
Professional services	-	30,000	25,000	34,888	-
Capital outlay	-	2,750,000	-	-	-
Encumbrances	-	-	-	-	-
Total expenditures	<u>-</u>	<u>2,938,408</u>	<u>25,000</u>	<u>36,065</u>	<u>-</u>
Revenue over (under) expenditures	-	(2,675,908)	<u>\$ (6,250)</u>	(36,065)	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, end of period	<u>\$ -</u>	<u>\$ (2,675,908)</u>	<u>-</u>	<u>\$ (36,065)</u>	<u>\$ -</u>

**City of Franklin  
Solid Waste Collection Fund  
Balance Sheet  
October 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 841,738	\$ 808,322
Accrued Receivables	236	80
<b>Total Assets</b>	<b><u>\$ 841,974</u></b>	<b><u>\$ 808,402</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 148,958	\$ 151,166
Accrued salaries & wages	458	430
Restricted fund balance	692,558	656,806
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 841,974</u></b>	<b><u>\$ 808,402</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Ten months ended October 31, 2019 and 2018**

<u>Revenue</u>	<u>2019 Adopted Budget</u>	<u>2019 YTD Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
Grants	\$ 69,000	69,000	\$ 68,858	\$ 68,984
User Fees	1,220,400	1,220,176	1,215,629	1,211,485
Landfill Operations-tippage	361,800	268,947	269,040	270,931
Investment Income	9,500	8,451	27,848	12,293
Sale of Recyclables	-	-	2,294	1,239
<b>Total Revenue</b>	<b><u>1,660,700</u></b>	<b><u>1,566,574</u></b>	<b><u>1,583,669</u></b>	<b><u>1,564,932</u></b>
<b>Expenditures:</b>				
Personal Services	16,931	13,902	11,177	12,359
Refuse Collection	713,750	594,571	593,059	577,752
Recycling Collection	380,720	317,198	328,848	320,841
Leaf & Brush Pickups	63,800	53,167	40,000	40,000
Tippage Fees	469,000	390,833	347,159	349,276
Miscellaneous	3,500	2,917	1,615	1,575
Printing	1,800	1,500	-	-
<b>Total expenditures</b>	<b><u>1,649,501</u></b>	<b><u>1,374,088</u></b>	<b><u>1,321,858</u></b>	<b><u>1,301,803</u></b>
 Revenue over (under) expenditures	 11,199	 <u>192,486</u>	 261,811	 263,129
 Fund balance, beginning of year	 <u>430,747</u>		 <u>430,747</u>	 <u>393,677</u>
 Fund balance, end of period	 <b><u>\$ 441,946</u></b>		 <b><u>\$ 692,558</u></b>	 <b><u>\$ 656,806</u></b>

**City of Franklin  
Capital Outlay Fund  
Balance Sheet  
October 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 647,144	\$ 523,388
<b>Total Assets</b>	<b><u>\$ 647,144</u></b>	<b><u>\$ 523,388</u></b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 13,116	\$ 19,237
Assigned fund balance	634,028	504,151
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 647,144</u></b>	<b><u>\$ 523,388</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Ten months ended October 31, 2019 and 2018**

<u>Revenue</u>	<u>2019 Original Budget</u>	<u>2019 Amended Budget</u>	<u>2019 Year-to-Date Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
Property Taxes	\$ 452,800	\$ 452,800	\$ 452,800	\$ 452,800	\$ 450,500
Grants	5,000	5,000	4,167	8,998	2,021
Landfill Siting	317,000	317,000	301,832	317,000	147,000
Investment Income	6,000	6,000	5,000	16,692	5,759
Miscellaneous Revenue	25,000	25,000	22,980	20,315	22,070
Transfers from Other Funds	250,000	250,000	250,000	-	101,000
<b>Total Revenue</b>	<b><u>1,055,800</u></b>	<b><u>1,055,800</u></b>	<b><u>1,036,779</u></b>	<b><u>815,805</u></b>	<b><u>728,350</u></b>
<b>Expenditures:</b>					
General Government	158,610	247,203	168,050	108,694	97,678
Public Safety	473,795	602,585	526,803	457,497	489,848
Public Works	34,020	66,520	48,332	56,593	54,376
Health and Human Services	1,020	1,020	850	1,006	3,563
Culture and Recreation	9,000	29,766	22,417	20,623	10,208
Conservation and Development	1,500	3,510	2,500	503	1,018
Contingency	50,000	51,385	51,385	2,303	6,525
Contingency - Pending Additional Consideration	100,000	-	60,440	-	-
Contingency - Restricted	250,000	250,000	-	-	-
Encumbrances	-	-	-	(40,399)	(85,977)
Transfers to Other Funds	-	-	-	-	-
<b>Total expenditures</b>	<b><u>1,077,945</u></b>	<b><u>1,251,989</u></b>	<b><u>880,777</u></b>	<b><u>606,820</u></b>	<b><u>577,239</u></b>
Revenue over (under) expenditures	(22,145)	(196,189)	<u>156,002</u>	208,985	151,111
Fund balance, beginning of year	<u>425,043</u>	<u>425,043</u>		<u>425,043</u>	<u>353,040</u>
Fund balance, end of period	<b><u>\$ 402,898</u></b>	<b><u>\$ 228,854</u></b>		<b><u>\$ 634,028</u></b>	<b><u>\$ 504,151</u></b>

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

**City of Franklin  
Equipment Replacement Fund  
Balance Sheet  
October 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 3,308,443	\$ 2,830,680
<b>Total Assets</b>	<b><u>\$ 3,308,443</u></b>	<b><u>\$ 2,830,680</u></b>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 633,196	\$ 112,591
Assigned fund balance	2,675,247	2,718,089
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 3,308,443</u></b>	<b><u>\$ 2,830,680</u></b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Ten months ended October 31, 2019 and 2018**

	<u>2019 Original Budget</u>	<u>2019 Amended Budget</u>	<u>2019 Year-to-Date Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
<b>Revenue:</b>					
Property Taxes	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 350,000
Landfill	376,700	376,700	357,577	421,210	200,000
Investment Income	29,000	29,000	24,167	86,242	10,500
Property Sales	30,000	30,000	23,820	727	56,695
Total revenue	<u>610,700</u>	<u>610,700</u>	<u>580,564</u>	<u>683,179</u>	<u>617,195</u>
<b>Expenditures:</b>					
Public Safety	1,006,670	1,006,670	882,216	875,947	94,965
Public Works	190,000	210,431	160,832	210,431	250,424
Encumbrances	-	-	-	(432,751)	(134,468)
Total expenditures	<u>1,196,670</u>	<u>1,217,101</u>	<u>1,043,048</u>	<u>653,627</u>	<u>210,921</u>
Revenue over (under) expenditures	(585,970)	(606,401)	<u>(462,484)</u>	29,552	406,274
Fund balance, beginning of year	<u>2,645,695</u>	<u>2,645,695</u>		<u>2,645,695</u>	<u>2,311,815</u>
Fund balance, end of period	<u>\$ 2,059,725</u>	<u>\$ 2,039,294</u>		<u>\$ 2,675,247</u>	<u>\$ 2,718,089</u>

**City of Franklin  
Street Improvement Fund  
Balance Sheet  
October 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 392,517	\$ 306,076
<b>Total Assets</b>	<b>\$ 392,517</b>	<b>\$ 306,076</b>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 2,301
Assigned fund balance	392,517	303,775
<b>Total Liabilities and Fund Balance</b>	<b>\$ 392,517</b>	<b>\$ 306,076</b>

**Statement of Revenue, Expenses and Fund Balance  
For the Ten months ended October 31, 2019 and 2018**

	<u>2019 Original Budget</u>	<u>2019 Amended Budget</u>	<u>2019 Year-to-Date Totals</u>	<u>2018 Year-to-Date Totals</u>
<b>Revenue:</b>				
Property Taxes	\$ 18,200	\$ 18,200	\$ 18,200	\$ 714,700
Landfill Siting	133,000	133,000	216,350	124,500
Investment Income	4,000	4,000	13,404	8,503
Local Road Improvement Aids	700,000	700,000	700,000	-
Refunds and Reimbursements	-	-	-	-
<b>Total revenue</b>	<b>855,200</b>	<b>855,200</b>	<b>947,954</b>	<b>847,703</b>
<b>Expenditures:</b>				
Street Reconstruction Program - Current Year	975,000	1,105,000	1,156,213	905,345
Encumbrances	-	-	(201,388)	(75,151)
<b>Total expenditures</b>	<b>975,000</b>	<b>1,105,000</b>	<b>954,825</b>	<b>830,194</b>
Revenue over (under) expenditures	(119,800)	(249,800)	(6,871)	17,509
Fund balance, beginning of year	399,388	399,388	399,388	286,266
<b>Fund balance, end of period</b>	<b>\$ 279,588</b>	<b>\$ 149,588</b>	<b>\$ 392,517</b>	<b>\$ 303,775</b>

**City of Franklin  
Capital Improvement Fund  
Balance Sheet  
October 31, 2019 and 2018**

<b><u>Assets</u></b>	<b><u>2019</u></b>	<b><u>2018</u></b>
Cash and investments	\$ 1,341,612	\$ 3,592,519
Accrued receivables	8,949	847
<b>Total Assets</b>	<b><u>\$ 1,350,561</u></b>	<b><u>\$ 3,593,366</u></b>
<b><u>Liabilities and Fund Balance</u></b>		
Accounts payable	\$ 22,194	\$ 316,582
Contracts Payable	232,047	-
Escrow Balances Due	-	78,915
Assigned fund balance	1,096,320	3,197,869
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 1,350,561</u></b>	<b><u>\$ 3,593,366</u></b>

**Statement of Revenue, Expenses and Fund Balance  
For the Ten months ended October 31, 2019 and 2018**

	<b><u>2019 Original Budget</u></b>	<b><u>2019 Amended Budget</u></b>	<b><u>2019 Year-to-Date Totals</u></b>	<b><u>2018 Year-to-Date Totals</u></b>
<b>Revenue:</b>				
Block Grants	\$ -	\$ -	\$ -	\$ -
Other Grants	1,150,000	1,150,000	-	-
Landfill Siting	560,000	560,000	806,792	116,695
Transfers from Other Funds	-	-	92,000	-
Transfers from Impact Fees	384,511	384,511	102,932	202,039
Transfers from Connection Fees	1,000,000	1,000,000	-	-
Bond Proceeds	2,100,000	2,750,000	-	-
Donations	-	-	-	11,085
Refunds & Reimbursements	-	-	65	-
Investment Income	20,000	20,000	83,035	26,902
<b>Total revenue</b>	<b><u>5,214,511</u></b>	<b><u>5,864,511</u></b>	<b><u>1,084,824</u></b>	<b><u>356,721</u></b>
<b>Expenditures:</b>				
General Government	1,815,000	1,822,940	1,772,828	42,310
Public Safety	1,665,000	1,707,696	1,477,330	112,069
Public Works	2,550,000	3,340,565	2,577,918	581,764
Culture and Recreation	843,109	846,434	577,638	354,432
Sewer & Water	1,000,000	1,000,000	-	-
Contingency	100,000	99,984	19,880	3,084
Bond/Note Issuance Cost	75,000	75,000	-	-
Transfers to Other Funds	-	-	-	101,000
Encumbrances	-	-	(3,113,718)	(240,314)
<b>Total expenditures</b>	<b><u>8,048,109</u></b>	<b><u>8,892,619</u></b>	<b><u>3,311,876</u></b>	<b><u>954,345</u></b>
Revenue over (under) expenditures	(2,833,598)	(3,028,108)	(2,227,052)	(597,624)
Fund balance, beginning of year	3,323,372	3,323,372	3,323,372	3,795,493
<b>Fund balance, end of period</b>	<b><u>\$ 489,774</u></b>	<b><u>\$ 295,264</u></b>	<b><u>\$ 1,096,320</u></b>	<b><u>\$ 3,197,869</u></b>

**City of Franklin  
Development Fund  
Balance Sheet  
October 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 8,678,252	\$ 5,277,590
<b>Total Assets</b>	<b>\$ 8,678,252</b>	<b>\$ 5,277,590</b>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Payable to Developers- Oversizing	103,934	59,799
Assigned fund balance	8,574,318	5,217,791
<b>Total Fund Balance</b>	<b>8,574,318</b>	<b>5,217,791</b>
<b>Total Liabilities and Fund Balance</b>	<b>\$ 8,678,252</b>	<b>\$ 5,277,590</b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Ten months ended October 31, 2019 and 2018**

	<u>2019 Amended Budget</u>	<u>2019 Year-to-Date Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
<b>Revenue:</b>				
Impact Fee: Parks	\$ 400,000	\$ 338,504	\$ 905,762	\$ 516,897
Southwest Sewer Service Area	35,000	35,000	34,986	4,689
Administration	7,500	6,473	20,231	12,540
Water	425,000	359,030	985,908	587,517
Transportation	25,000	22,753	73,046	44,912
Fire Protection	50,000	43,263	149,433	86,899
Law Enforcement	75,000	64,885	277,111	159,260
Library	75,000	63,545	249,842	147,272
Total Impact Fees	1,092,500	933,453	2,696,319	1,559,986
Investment Income	60,000	50,000	169,588	25,524
Interfund Interest Income	-	-	-	74
Total revenue	<u>1,152,500</u>	<u>983,453</u>	<u>2,865,907</u>	<u>1,585,584</u>
<b>Expenditures:</b>				
Other Professional Services	35,253	16,667	15,253	3,321
Transfer to Debt Service:				
Law Enforcement	205,000	205,000	133,800	130,220
Fire	43,100	43,100	39,333	45,226
Transportation	73,250	73,250	18,000	43,541
Library	133,100	133,100	132,286	113,267
Total Transfers to Debt Service	454,450	454,450	323,419	332,254
Transfer to Capital Improvement Fund				
Park	384,511	237,908	128,218	202,038
Total Transfers to Capital Improve	384,511	237,908	128,218	202,038
Sewer Fees	500,000	-	-	-
Water Fees	500,000	333,333	317,130	-
Encumbrances		-	(352,235)	(3,321)
Total expenditures	<u>1,874,214</u>	<u>1,042,358</u>	<u>431,785</u>	<u>534,292</u>
Revenue over (under) expenditures	(721,714)	<u>(58,905)</u>	2,434,122	1,051,292
Fund balance, beginning of year	<u>4,058,562</u>		<u>6,140,196</u>	<u>4,166,499</u>
Fund balance, end of period	<u>\$ 3,336,848</u>		<u>\$ 8,574,318</u>	<u>\$ 5,217,791</u>

City of Franklin

Development Fund

Summary of Impact Fee Activity  
For the nine months ended September 30, 2019

Cash Acct	4292	4293	4294	4295	4296	4297	4299	Net Cash Balance	
Revenue Acct								27 1100 1111	
Expenditure Acct								-27.2000.2117	
	Parks Recreation	SW Sewer	Admin Fee	Water	Transportation	Fire Protection	Law Enforcement	Library	
Beginning Bal, 01/01/19	4,098,570.98	39,277.12	90,530.02	1,522,882.55	23,732.20	94,469.10	129,589.07	141,145.03	6,140,196.07
1st Quarter									
Impact Fees	56,316.00	8,415.00	990.00	155,958.00	5,721.00	9,831.00	18,182.00	15,945.00	271,358.00
Expenditures	4,154,886.98	47,692.12	(2,745.50)	(1,678,840.55)	(18,000.00)	(39,333.13)	(133,800.00)	(132,286.26)	(326,164.89)
	subtotal	4,154,886.98	88,774.52	1,678,840.55	11,453.20	64,966.97	13,971.07	24,803.77	6,085,389.18
Transfers									0.00
Investment Income	35,883.44	378.11	779.56	13,920.09	152.98	693.18	624.15	721.49	53,153.00
Ending balance 3/31/2019	4,190,770.42	48,070.23	89,554.08	1,692,760.64	11,606.18	65,660.15	14,595.22	25,525.26	6,138,542.18
2nd Quarter									
Impact Fees	113,421.00	7,815.00	2,750.00	93,055.00	12,935.00	20,529.00	37,985.00	31,566.00	320,056.00
Expenditures	4,304,191.42	55,885.23	(2,102.50)	(1,785,815.64)	(24,541.18)	(86,189.15)	(52,580.22)	(57,091.26)	(2,102.50)
	subtotal	4,304,191.42	90,201.58	1,785,815.64	24,541.18	86,189.15	52,580.22	57,091.26	6,456,495.68
Transfers									0.00
Investment Income	39,030.07	506.76	817.94	16,193.64	222.54	781.56	476.79	517.70	58,547.00
Ending balance 6/30/2019	4,343,221.49	56,391.99	91,019.52	1,802,009.28	24,763.72	86,970.71	53,057.01	57,608.96	6,515,042.68
3rd Quarter									
Impact Fees	57,520.00	9,378.00	1,421.00	55,330.00	26,058.00	19,771.00	36,243.00	16,288.00	222,009.00
Expenditures	(102,932.46)	0.00	(585.00)	0.00	0.00	0.00	0.00	0.00	(103,517.46)
	subtotal	4,297,809.03	65,769.99	1,857,339.28	50,821.72	106,741.71	89,300.01	73,896.96	6,833,534.22
Transfers	0.00								0.00
Investment Income	27,086.40	414.51	578.89	11,705.64	320.30	672.73	562.80	465.73	41,807.00
Ending balance 9/30/2019	4,324,895.43	66,184.50	92,434.41	1,869,044.92	51,142.02	107,414.44	89,862.81	74,362.69	6,675,341.22
4th Quarter									
Impact Fees	678,505.00	9,378.00	15,070.00	681,565.00	28,332.00	99,302.00	184,701.00	186,043.00	1,882,896.00
Expenditures	5,003,400.43	75,562.50	107,504.41	(2,550,609.92)	(79,474.02)	(206,716.44)	(274,563.81)	(260,405.69)	(8,558,237.22)
	subtotal	5,003,400.43	75,562.50	2,550,609.92	79,474.02	206,716.44	274,563.81	260,405.69	8,558,237.22
Transfer	0.00								0.00
Investment Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending balance 12/31/2019	5,003,400.43	75,562.50	107,504.41	2,550,609.92	79,474.02	206,716.44	274,563.81	260,405.69	8,558,237.22
Number of Months	325.26	51.61	221.28	130.01	18.54	51.54	37.26	60.30	
2019 Impact Fees	905,762.00	34,986.00	20,231.00	985,908.00	73,046.00	149,433.00	277,111.00	249,842.00	2,696,319.00
2018 Impact Fees	869,037.00	4,689.00	20,625.00	938,441.00	55,533.10	136,409.82	250,076.12	243,988.00	2,518,799.04
2017 Impact Fees	66,591.00	0.00	2,695.00	122,539.00	19,218.00	17,970.00	33,017.00	19,383.00	281,413.00
2016 Impact Fees	209,983.00	0.00	4,950.00	210,581.00	8,570.00	30,198.00	56,096.00	57,725.00	578,103.00
2015 Impact Fees	137,670.00	2,928.00	3,630.00	133,352.00	20,533.00	27,116.00	50,222.00	38,526.00	413,977.00
2014 Impact Fees	184,592.00	17,568.00	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	11,712.00	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

1 Debt service payments  
2 Oversizing payments made

Scheduled	Unpaid Balance @ 12/31/2018	Deferred principal & interest	Oversizing payments due in future periods
73,499	624,550	270,444	0
42,996	225,400	1,449,632	896,953
205,004	466,100	1,449,632	896,953
134,039	92,230	896,953	2,617,029

**City of Franklin**  
**Summary of Park Impact Fee Availability**  
**September 30, 2019**

	Spent By	Current Impact Fees			Total
		Impact Fee	Interest	Expenditures	
<b>2019</b>					
1st Qtr	2028	56,316 00	35,883 44	0 00	92,199 44
2nd Qtr	2028	113,421 00	8,687 63	0 00	122,108 63
3rd Qtr	2028	53,925 00	0 00	102,932 46	(49,007 46)
4th Qtr	2028	0 00	0 00	0 00	-
	<b>2019</b>	<b>223,662 00</b>	<b>44,571 07</b>	<b>102,932 46</b>	<b>165,300 61</b>
<b>2018</b>					
	<b>2018</b>	<b>869,037 00</b>	<b>47,964 42</b>	<b>202,038 51</b>	<b>714,962 91</b>
2017					
	2017	66,591 00	33,123 42	661 26	99,053 16
2016					
	Total	209,983 00	28,120 12	212,221 99	25,881 13
2015					
	Total	137,670 00	55,558 15	607,299 51	(414,071 36)
2014					
	Total	184,592 00	133,563 95	626,182 10	(308,026 15)
2013					
	Total	317,206 00	84,950 58	124,912 10	277,244 48
2012					
	Total	263,398 00	102,473 34	-	365,871 34
2011					
	Total	163,106 00	44,506 30	-	207,612 30
2010					
	Total	145,479 00	66,273 18	46 87	211,705 31
2009					
	Total	80,215 00	86,651 98	5,459 02	161,407 96
2008					
	Total	133,074 00	95,987 90	10,913 04	218,148 86
2007					
	Total	220,706 00	172,806 38	823,897 23	(430,384 85)
2006					
	1st Qtr	216,825 00	26,798 63	-	243,623 63
	2nd Qtr	189,847 00	32,334 72	-	222,181 72
	3rd Qtr	112,461 00	47,200 50	-	159,661 50
	4th Qtr	127,774 00	38,616 60	392,618 08	(226,227 48)
	Total	646,907 00	144,950 45	392,618 08	399,239 37
2005					
	Total	1,006,696 00	63,382 62	471,251 40	598,827 22
2004					
	Total	1,028,255 00	17,433 14	28,523 46	1,017,164 68
2003					
	Total	668,917 00	6,283 52	-	675,200 52
2002					
	Total	275,620 00	3,114 10	-	278,734 10
<b>Balance</b>		<b>6,417,452 00</b>	<b>1,187,143 55</b>	<b>3,608,957 03</b>	<b>4,098,570 98</b>
	Spent	<b>3,498,621 00</b>			

**City of Franklin  
Utility Development Fund  
Balance Sheet  
October 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments - Water	\$ 883,557	\$ 641,675
Cash and investments - Sewer	1,223,162	905,132
Special Assessment - Water Current	99,738	140,867
Special Assessment - Water Deferred	170,661	314,587
Special Assessment - Sewer Current	191,587	241,026
Special Assessment - Sewer Deferred	-	70,898
Reserve for Uncollectible	(16,776)	(16,776)
<b>Total Assets</b>	<b><u>\$ 2,551,929</u></b>	<b><u>\$ 2,297,409</u></b>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	445,210	750,602
<b>Total Fund Balance</b>	<b>2,106,719</b>	<b>1,546,807</b>
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 2,551,929</u></b>	<b><u>\$ 2,297,409</u></b>

**Comparative Statement of Revenue, Expenses and Fund Balance  
For the Ten months ended October 31, 2019 and 2018**

	<u>2019 Original Budget</u>	<u>2019 Year-to-Date Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
<b>Revenue:</b>				
Special Assessments				
Water	\$ 28,400	\$ 6,687	\$ 174,652	\$ 23,695
Sewer	29,200	4,505	70,898	5,830
Connection Fees				
Water	2,000	2,000	-	-
Sewer	35,000	30,327	114,420	83,220
 Total Assessments & Connection Fees	 94,600	 43,519	 359,970	 112,745
Special Assessment Interest	17,900	280	222	213
Investment Income	10,000	8,334	33,989	20,471
Total revenue	<u>122,500</u>	<u>52,133</u>	<u>394,181</u>	<u>133,429</u>
 Transfer to Capital Improvement Fund				
Water	500,000	-	-	-
Sewer	500,000	-	-	-
Total Transfers to Capital Improven	<u>1,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
 Revenue over (under) expenditures	 (877,500)	 52,133	 394,181	 133,429
 Fund balance, beginning of year			<u>1,712,538</u>	<u>1,413,378</u>
 Fund balance, end of period			<b><u>\$ 2,106,719</u></b>	<b><u>\$ 1,546,807</u></b>

**City of Franklin  
Self Insurance Fund - Actives  
Balance Sheet  
October 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 2,604,018	\$ 2,149,987
Accounts receivable	309	600
<b>Total Assets</b>	<b><u>\$ 2,604,327</u></b>	<b><u>\$ 2,150,587</u></b>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 74,347	\$ 6,225
Claims payable	290,700	290,700
Unrestricted net assets	2,239,280	1,853,662
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 2,604,327</u></b>	<b><u>\$ 2,150,587</u></b>

**City of Franklin Self Insurance Fund - Actives  
Statement of Revenue, Expenses and Fund Balance  
For the Ten months ended October 31, 2019 and 2018**

	<u>2019 Original Budget</u>	<u>2019 Amended Budget</u>	<u>2019 Year-to-Date Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
<b>Revenue</b>					
Medical Premiums-City	\$ 2,837,218	\$ 2,837,218	\$ 2,366,891	\$ 2,024,484	\$ 2,056,015
Medical Premiums-Employee	642,507	642,507	535,435	439,139	381,280
Other - Invest Income, Rebates	30,000	30,000	25,000	239,074	169,509
Medical Revenue	<u>3,509,725</u>	<u>3,509,725</u>	<u>2,927,326</u>	<u>2,702,697</u>	<u>2,606,804</u>
Dental Premiums-City	112,550	112,550	78,944	93,033	90,293
Dental Premiums-Retirees	3,675	3,675	3,675	2,472	3,600
Dental Premiums-Employee	56,450	56,450	47,077	47,521	46,367
Dental Revenue	<u>172,675</u>	<u>172,675</u>	<u>129,696</u>	<u>143,026</u>	<u>140,260</u>
<b>Total Revenue</b>	<b><u>3,682,400</u></b>	<b><u>3,682,400</u></b>	<b><u>3,057,022</u></b>	<b><u>2,845,723</u></b>	<b><u>2,747,064</u></b>
<b>Expenditures:</b>					
<b>Medical</b>					
Medical claims	2,833,650	2,833,650	2,224,667	1,288,644	1,766,708
Prescription drug claims	-	-	-	176,436	281,590
Refunds-Stop Loss Coverage	-	-	-	22	(54,271)
Total Claims	<u>2,833,650</u>	<u>2,833,650</u>	<u>2,224,667</u>	<u>1,465,102</u>	<u>1,994,027</u>
Medical Claim Fees	145,850	145,850	127,398	139,363	123,266
Stop Loss Premiums	667,300	667,300	565,718	460,125	469,818
Other - Miscellaneous	118,250	118,250	55,042	60,454	23,171
HSA Contributions	-	-	-	94,375	-
Transfer to Other Funds	59,250	98,125	49,375	-	-
Total Medical Costs	<u>3,824,300</u>	<u>3,863,175</u>	<u>3,022,200</u>	<u>2,219,419</u>	<u>2,610,282</u>
<b>Dental</b>					
Active Employees & COBRA	189,000	189,000	155,710	144,089	164,283
Retiree	3,675	3,675	3,233	3,103	5,033
Total Dental Costs	<u>192,675</u>	<u>192,675</u>	<u>158,943</u>	<u>147,192</u>	<u>169,316</u>
Claims contingency				-	-
<b>Total Expenditures</b>	<b><u>4,016,975</u></b>	<b><u>4,055,850</u></b>	<b><u>3,181,143</u></b>	<b><u>2,366,611</u></b>	<b><u>2,779,598</u></b>
Revenue over (under) expenditures	(334,575)	(373,450)	<u>\$ (124,121)</u>	479,112	(32,534)
Net assets, beginning of year	<u>1,760,168</u>	<u>1,760,168</u>		<u>1,760,168</u>	<u>1,886,196</u>
Net assets, end of period	<b><u>\$ 1,425,593</u></b>	<b><u>\$ 1,386,718</u></b>		<b><u>\$ 2,239,280</u></b>	<b><u>\$ 1,853,662</u></b>

**City of Franklin**  
**City of Franklin Post Employment Benefits Trust**  
**Balance Sheet**  
**October 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 115,883	\$ -
Investments held in trust - Fixed Inc	2,164,195	2,003,968
Investments held in trust - Equities	4,024,499	3,579,081
Accounts receivable	15,051	13,972
<b>Total Assets</b>	<b><u>\$ 6,319,628</u></b>	<b><u>\$ 5,597,021</u></b>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 2,808	\$ 441
Claims payable	131,100	131,100
Due to City	-	9,661
Net assets held in trust for post emp	6,185,720	5,455,819
<b>Total Liabilities and Fund Balance</b>	<b><u>\$ 6,319,628</u></b>	<b><u>\$ 5,597,021</u></b>

**City of Franklin Post Employment Benefits Trust**  
**Statement of Revenue, Expenses and Fund Balance**  
**For the Ten months ended October 31, 2019 and 2018**

<u>Revenue</u>	<u>2019</u>	<u>2018</u>
	<u>Year-to-Date</u>	<u>Year-to-Date</u>
	<u>Actual</u>	<u>Actual</u>
ARC Medical Charges - City	\$ 213,086	\$ 235,383
Medical Charges - Retirees	152,195	128,294
Implicit Rate Subsidy	76,438	134,927
<b>Medical Revenue</b>	<b><u>441,719</u></b>	<b><u>498,604</u></b>
<b>Expenditures:</b>		
<b>Retirees-Medical</b>		
Medical claims	225,803	380,178
Prescription drug claims	109,307	109,879
Refunds-Stop Loss Coverage	(1,393)	(642)
<b>Total Claims-Retirees</b>	<b><u>333,717</u></b>	<b><u>489,415</u></b>
Medical Claim Fees	39,902	16,062
Stop Loss Premiums	67,583	72,975
Miscellaneous Expense	345	330
ACA Fees	172	160
<b>Total Medical Costs-Retirees</b>	<b><u>441,719</u></b>	<b><u>578,942</u></b>
 Revenue over (under) expenditures	 -	 (80,338)
 Annual Required Contribution-Net	 77,326	 -
Other - Investment Income, etc	878,990	(37,606)
<b>Total Revenues</b>	<b><u>956,316</u></b>	<b><u>(37,606)</u></b>
 Net Revenues (Expenditures)	 956,316	 (117,944)
 Net assets, beginning of year	 <u>5,229,404</u>	 <u>5,573,763</u>
 Net assets, end of period	 <b><u>\$ 6,185,720</u></b>	 <b><u>\$ 5,455,819</u></b>

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<p style="text-align: center;"><b>APPROVAL</b></p> 	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;"><b>12/03/2019</b></p>
<p style="text-align: center;"><b>REPORTS &amp; RECOMMENDATIONS</b></p>	<p style="text-align: center;"><b>2020 Property and Casualty Insurance Coverage</b></p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.16.</i></p>

The City of Franklin currently has its liability insurance plans with the League of Wisconsin Municipalities Mutual Insurance Plan (LWMMI), agent being R&R Insurance, and its property insurance plans with Chubb. LWMMI has served the City very well since 2004 and continues to be very responsive to municipal needs and flexible in policy language and application. The City's property insurance policies have been with Chubb since 2016, and the reporting and subsequent reimbursement for a few past claims (Police Department chiller unit claim and Ryan Creek Interceptor Sewer damage claim) were very smooth and unproblematic. Some other companies may not have even covered these losses.

**Liability**

As of 2019, the City carries a \$10M limit of liability with LWMMI with a \$5,000 deductible. LWMMI began offering the increased limit of liability option of \$10M (was \$6M) in 2019, which eliminates the City's need to purchase an additional Umbrella policy. LWMMI also provides Terrorism coverage automatically at no additional cost (up to the \$10M limit). LWMMI rates remained the same for 2020, however, some line items, such as Police Professional Liability, Auto Liability, and Auto Physical Damage, increased due to the City's values/numbers increased.

For the 2020 Workers Compensation, the City's preliminary premium will decrease by \$27,877 from the 2019 premium, subject to reconciliation of final salaries and wages. Workers Compensation is based on the State-calculated modification ratio for the last 3 years of claims history, which for 2020 the City's modification ratio increased from .99 to 1.00. LWMMI continues to use United Heartland as its administrator for its Workers Compensation policy. As LWMMI will not write a policy without workers compensation, other quotes were not sought or necessary since the rates are statutorily set and since our full amount of LWMMI premiums are subject to potential annual dividends. Last year's policy dividend was \$82,047 (2017's policy dividend was \$88,144).

The City also carries a Storage Tank liability policy with ACE American Insurance Company (\$1,000,000 per incident/\$2,000,000 total policy aggregate limit) at a renewing cost of \$4,234 (up \$356). For Crime coverage, the City moved/bound its 2018 Crime policy with Hanover due to their expanded coverage that includes Employee Theft, Forgery or Alteration, Inside the Premises Theft of Money & Securities, Outside the Premises, Computer Fraud, Funds Transfer Fraud, and False Pretense. This is a 3-year term policy with Hanover which covers the City through December 31, 2020 at a policy rate of \$2,450 each year.

**Property**

Chubb, the City's current property policy provider, provided a 2020 property quote for the City's buildings, property in the open, and contractor's equipment of \$76,852, an increase of \$8,942 from 2019. This is based on a \$5,000 deductible for buildings and property in the open and a \$1,000 deductible for contractor's equipment and includes Terrorism coverage. R&R Insurance, the City's insurance agent, reports that the increase in premium is due to a 4% inflation guard and then added reinsurance cost makes up the remainder of the premium variance. Industry-wide, reinsurance costs

are a driving factor in renewal costs. Chubb is a private, A++ rated insurance company that has been around since 1882. Chubb's policy also includes the following:

- Machinery breakdown coverage as part of their total policy limit (Boiler & Machinery).
- A \$250,000 automatic blanket limit of insurance that applies to items such as fine arts; outdoor trees, shrubs, plants, or lawns; personal property of employees; accounts receivable; electronic data processing property, etc.
- A \$250,000 added value to the Mobile Equipment (contractor's equipment) coverage for Fire and Police equipment that is not permanently mounted to the vehicles. Meaning if a Fire or PD vehicle was in an accident, the Auto Physical Damage policy would apply/cover the damage to the vehicle only, not any equipment in/on the vehicle that was damaged. This \$250,000 added value would then cover any equipment in/on the vehicle that was also damaged in the accident.
- \$2,000,000 worth of Business Income/Extra Expense coverage (i.e., if a natural disaster occurred that took City Hall or any of its other buildings out, costs up to \$2,000,000 would be covered for setting up at a different location with computers, phones, everything necessary in order to do day-to-day business).
- Flood water coverage limits above the norm (includes inundation, back-up, and mud flow) based on the location of the buildings and if they reside in a floodplain zone.

#### **Recommendation to Add New Policy for Cyber Crime Insurance**

The City's insurance agent, R&R Insurance, highly recommends and sought quotes for provision of a Cyber Insurance policy for the City of Franklin. Chubb Insurance, the market leader in Cyber Insurance, provided the best quote/coverage for an annual premium of \$3,958 (quote attached).

This policy provides 1) \$1,000,000 (each incident and aggregate) coverage for First Party Cyber - money for out-of-pocket expenses, lost revenues, ransom payments in bitcoin, and notification expenses required by state law incurred during a breach event; 2) a team of experts: IT analysts, forensics specialties, breach coaches, hostage negotiators, and specialty cyber attorneys available should a claim occur; and 3) R&R Insurance will come out and help pre-train the team and help build the cyber continuity business plan before an event occurs so that if something does happen people do not panic and respond incorrectly.

The Director of Administration recommends the City add this Cyber Insurance policy for the small premium cost of \$3,958, which is designed to sit parallel with LWMMI's liability coverage program and the City's Crime policy with Hanover. Of particular benefit is the team of experts in the event of a claim. Chubb uses the team to swarm in and limit their loss, but in so doing, they would be providing a fast, experienced response which would also limit the City's loss.

#### **Summary**

Since the City's current liability and property insurance policies with LWMMI/R&R Insurance and Chubb are pretty much status quo for 2020, the Director of Administration recommends keeping these policies all the same for 2020—but strongly recommends adding the \$3,958 additional premium for the Cyber Insurance Policy through Chubb.

The following table shows a summary of the 2019 premium costs and 2020 estimated premiums through R&R Insurance/LWMMI and Chubb for the City's liability and property insurance policies. The 2020 total estimated cost for both liability and property - with the addition of the new Cyber Insurance Policy - is \$759,853, a decrease of \$6,629 from 2019 mainly due to the decrease in Worker's Compensation (would have been a decrease of \$10,587 without the addition of the new Cyber premium).

Coverage	2019 Cost	2020 Cost	Carrier
<b>Property Insurance</b>			
Buildings/BPP/PTO/Mobile Equipment/Boiler & Machinery	\$67,910 w/Terrorism	\$76,852 w/Terrorism	Chubb
<b>Liability Insurance</b>	<b>\$10M Limit</b>	<b>\$10M Limit</b>	
General Liability	95,524	95,524	R&R Ins /LWMMI
Police Professional	41,437	42,105	R&R Ins /LWMMI
Public Officials	50,394	50,394	R&R Ins /LWMMI
Auto Liability	28,696	30,329	R&R Ins /LWMMI
Auto Physical Damage	50,556	56,247	R&R Ins /LWMMI
Crime & Monies/Securities	2,450	2,450	R&R Ins /Hanover
Storage Tank	3,878	4,234	R&R-ACE
Workers Compensation	425,637	397,760	R&R Ins /United Heartland
<b>Cyber Insurance Policy (New for 2020)</b>	0	3,958	Chubb
<b>Subtotal-Liability Insurance</b>	<b>\$698,572</b>	<b>\$683,001</b>	R&R Ins /LWMMI
<b>Total - Property &amp; Liability</b>	<b>\$766,482</b>	<b>\$759,853</b>	R&R/LWMMI & Chubb

The 2020 Insurance budget includes a total amount of \$805,000. Furthermore, note that the City received a dividend check this year from the League of Wisconsin Municipalities in the amount of \$82,047 for the 2018 policy year. As such, it is expected there are sufficient appropriations to fund the proposed policies as noted in the above table. Please note that final costs for the year will vary as, for example, new vehicles and equipment are added for or removed from coverage during the year.

### **COUNCIL ACTION REQUESTED**

Motion to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance (LWMMI), Chubb, Hanover, and ACE American Insurance Company for the upcoming 2020 year, as noted above, including the addition of the Cyber Insurance Policy through Chubb for an annual premium of \$3,958, and to further authorize release of premium payments in accordance with or as required by said policy documents.

**Chubb Cyber Enterprise Risk Management Policy**

**Option: 1**

**Maximum Single Limit of Insurance**      **\$1,000,000**      **Premium**      **\$3,958**

**Maximum Policy Aggregate Limit of Insurance**      **\$1,000,000**      **Surcharges/Assessments/Taxes**      **\$0.00**

**Annual Quoted Premium**      **\$3,958.00**

Optional Extended Reporting Period: 12 months for 100% of last annual premium

**First Party Insuring Agreements**

Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident	Cyber Incident Response Coach Retention
<input checked="" type="checkbox"/>	Cyber Incident Response Fund	Affected Persons Sidecar		
	Cyber Incident Response Team	\$1,000,000/\$1,000,000	\$10,000	\$0
	Non-Panel Response Provider	\$500,000/\$500,000	\$10,000	\$10,000
<input checked="" type="checkbox"/>	Business Interruption Loss and Extra Expense	\$1,000,000/\$1,000,000	\$10,000/8 Hours	<u>N/A</u>
<input checked="" type="checkbox"/>	Contingent Business Interruption Loss and Extra Expense			
	Unscheduled Providers	\$1,000,000/\$1,000,000	\$10,000/8 Hours	<u>N/A</u>
	Scheduled Providers	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<input checked="" type="checkbox"/>	Digital Data Recovery	\$1,000,000/\$1,000,000	\$10,000	<u>N/A</u>
<input checked="" type="checkbox"/>	Network Extortion	\$1,000,000/\$1,000,000	\$10,000	<u>N/A</u>

\* Limits will automatically increase to the limits referenced in the Cyber Incident Response Fund Sidecar endorsement option if the Cyber Incident Response Team is used and subject to all terms of the endorsement. Please refer to the terms and conditions of the Cyber Incident Response Fund Sidecar endorsement.

**Third Party Liability Insuring Agreements**

Check if Included	Insuring Agreement	Limit of Insurance Each Claim/Aggregate	Retention Each Claim	Retroactive Date	Pending or Prior Proceedings Date
<input type="checkbox"/>	Cyber Privacy, Network and Security Liability	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
	Payment Card Loss	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
	Regulatory Proceedings	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<input type="checkbox"/>	Electronic, Social, and Printed Media Liability	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

**Cyber Crime Insuring Agreements**

Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident
<input type="checkbox"/>	Computer Fraud	<u>N/A</u>	<u>N/A</u>
<input type="checkbox"/>	Funds Transfer Fraud	<u>N/A</u>	<u>N/A</u>

<b>APPROVAL</b>  <i>slw</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b>  December 3, 2019
<b>REPORTS AND RECOMMENDATIONS</b>	<p>Potential commercial/industrial/manufacturing development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<b>ITEM NUMBER</b>  <i>G, 17.</i>

Department of City Development and Engineering, Administration, Finance and Legal Services departments staff will be present at the meeting.

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Economic Development Dept.: CB; Legal Services Dept.: jw

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<p style="text-align: center;"><b>APPROVAL</b></p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;"><b>REQUEST FOR COUNCIL ACTION</b></p>	<p style="text-align: center;"><b>MEETING DATE</b></p> <p style="text-align: center;">December 3, 2019</p>
<p style="text-align: center;"><b>REPORTS AND RECOMMENDATIONS</b></p>	<p style="text-align: center;">Potential development and proposal and potential development agreement by and with ZS Enterprises, LLC for Franklin Corporate Park property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;"><b>ITEM NUMBER</b></p> <p style="text-align: center;"><i>G.18.</i></p>

Department of City Development and Engineering, Finance and Legal Services departments staff will be present at the meeting.

**COUNCIL ACTION REQUESTED**

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 3, 2019
REPORTS AND RECOMMENDATIONS	<p>Potential property acquisition(s) and public improvements and development(s) and agreement(s) for the Tax Incremental District No. 4 Franklin Corporate Park, including, but not limited to the properties located at 3617 West Oakwood Road (Tax Key No. 950-9997-001) and 3548 South County Line Road (Tax Key No. 979-9999-000). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisition(s) and public improvements and development(s) and agreement(s) for the Tax Incremental District No. 4 Franklin Corporate Park, including, but not limited to the properties located at 3617 West Oakwood Road (Tax Key No. 950-9997-001) and 3548 South County Line Road (Tax Key No. 979-9999-000), and the investing of public funds and governmental actions in relation thereto and to effect such acquisition(s) and development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER  G.19.

Department of City Development and Engineering, Administration, Finance and Legal Services departments staff will be present at the meeting. This subject matter is in furtherance of the October 15, 2019 Common Council meeting agenda item G.7. A Resolution to Amend Task Order No. 5 and No. 6 of Ruekert & Mielke, Inc.'s Contract for Franklin Corporate Park, Phase 1 Dated November 4, 2014; and Authorize Staff to Obtain and Sign a Contract with Land Appraiser for Land Acquisition Services Related to this Project also a Request to Solicit Sanitary Sewer Equipment Suppliers for Franklin Corporate Park. A copy of the materials from that meeting item is annexed hereto.

### COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisition(s) and public improvements and development(s) and agreement(s) for the Tax Incremental District No. 4 Franklin Corporate Park, including, but not limited to the properties located at 3617 West Oakwood Road (Tax Key No. 950-9997-001) and 3548 South County Line Road (Tax Key No. 979-9999-000), and the investing of public funds and governmental actions in relation thereto and to effect such acquisition(s) and development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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<b>APPROVAL</b> <i>slw PR</i>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE</b> <b>12/03/19</b>
<b>Bills</b>	<b>Vouchers and Payroll Approval</b>	<b>ITEM NUMBER</b> <i>H.</i>

Attached are vouchers dated November 15, 2019 through December 2, 2019 Nos 176155 through Nos 176314 in the amount of \$ 981,747 50 Included in this listing are EFT's Nos 4158 through Nos 4169 Library vouchers totaling \$ 17,513 76, Tourism vouchers totaling \$ 11,818 76, Property Tax refunds in the amount of \$10,321 05 and Water Utility vouchers totaling \$ 10,437 94 Voided checks in the amount of \$ (10,321 05) are separately listed

Early release disbursements dated November 15, 2019 through November 29, 2019 in the amount of \$ 617,012 97 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolution 2013-6920

The net payroll dated November 22, 2019 is \$ 428,572 65 previously estimated at \$ 429,000 00 Payroll deductions dated November 22, 2019 are \$ 437,990 45 previously estimated at \$ 421,000 00

The estimated payroll for December 6, 2019 is \$ 400,000 00 with estimated deductions and matching payments of \$ 235,000 00

Approval to release payments to Knight Barry in the amount of \$ 1,780,412 10

Payment #20	\$ 347,639 05
Payment # 21	\$ 689,339 70
Payment #22B	\$ 352,139 41
Payment 7-3	\$ 226,424 65
Payment 7-4	\$ 164,869 29
<b>Total</b>	<b>\$1,780,412.10</b>

There were no Property Tax refunds

**COUNCIL ACTION REQUESTED**

Motion approving the following

- City vouchers with an ending date of December 2, 2019 in the amount of \$ 981,747 50 and
- Payroll dated November 22, 2019 in the amount of \$ 428,572 65 and payments of the various payroll deductions in the amount of \$ 437,990 45 plus City matching payments and
- Estimated payroll dated December 6, 2019 in the amount of \$ 400,000 00 and payments of the various payroll deductions in the amount of \$ 235,000 00, plus City matching payments and
- Approval to release payments to Knight Barry in the amount of \$ 1,780,412 10

**ROLL CALL VOTE NEEDED**

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<b>APPROVAL</b>	<b>REQUEST FOR COUNCIL ACTION</b>	<b>MEETING DATE 12/3/19</b>
<b>LICENSES AND PERMITS</b>	<b>MISCELLANEOUS LICENSES</b>	<b>ITEM NUMBER I.1.</b>

See attached listing from meeting of December 3, 2019.

**COUNCIL ACTION REQUESTED**



414-425-7500

**License Committee  
Agenda\*  
Aldermen's Room  
December 3, 2019 – 5:45 p.m.**

<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 2019-2020 New 5:50 p.m.	<b>Ponga, Ashleigh</b> 6062 S 36 <sup>th</sup> St Greenfield, WI 53221 Milwaukee Burger Company			
Class B Combination 2019-2020 New 5:55 p.m.	<b>Honey Butter Cafe, LLC</b> 7221 S 76 <sup>th</sup> St Franklin, WI 53132 DBA: Honey Butter Cafe			
Operator 2019-2020 New	<b>Hoehn, Kendrick W</b> 1008 Montclair Dr Racine, WI 53042 Milwaukee Burger Company			
Operator 2019-2020 New	<b>Razo, Nisa</b> 1826 S 18 <sup>th</sup> St Milwaukee, WI 53204 Kwik Trip #857			
Operator 2019-2020 New	<b>Smith, Amanda L</b> S97W13776 Stonebridge Way Muskego, WI 53150 Irish Cottage			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Health Dept - Bike Safety Event, Family Movie Night</b> Fee Waivers: Park Permits Date of the Event(s): June 6, 2020 (Bike Safety Event); June, 2020 (Movie Night); and Location: Lions Legend Park 1			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Historical Society – Historic Village/Barn Museum</b> Fee Waiver: Park Permit Date of Event: Year Round Location: Lions Legend Park 1			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Noon Lions Club – St Martins Fair</b> Fee Waiver: Civic Celebration, Temporary Class B, Operator Licenses, St. Martins Fair Labor Day Permit Date of Events: July 3-5, 2020, Sept 6 & 7, 2020 Location: Civic Celebration/St. Martins Labor Day Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Lions Club – Meetings &amp; Fund Raisers</b> Fee Waivers: St Martins Fair Permit, Park Permits, Temporary Class B Beer, and Operator's License Date of Events: 04/11/20, 7/14/20, 7/28/20, 8/11/20, 9/6-9/7/20 Locations: St Martins Fair, Lions Legend Park 1			

Type/ Time	Applicant Information	Approve	Hold	Deny
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Police Citizens Academy Alumni</b> Fee Waiver: St. Martins Fair Labor Day Permit Date of Event: Sept 6 & 7, 2020 Location: St. Martins Road			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Franklin Public Library Foundation</b> Fee Waiver: Park Permit; Temporary Class B License Date of the Event(s): Summer, 2020 (Storytime in the park); November, 2020 (Thanksgiving Centerpiece Fundraiser); December, 2020 (Winter Wreath Fundraiser) Location: Franklin Public Library			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Knights of Columbus - Arts &amp; Crafts Fair</b> Fee Waivers: Extraordinary Entertainment & Special Event License Date of the Event: Sept 6, 2020 Location: Sacred Heart Seminary School of Theology			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Root River Church – St Martins Fair</b> Fee Waiver: St. Martins Labor Day Permit Date: Sept 6 & 7, 2020 Location: St. Martins Labor Day Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>VFW Post 10394 (Franklin/Hales Corners) – St Martins Fair</b> Fee Waivers: Temporary Entertainment & Amusement, Temporary Class B Beer, St Martin's Fair Permit Dates of events: St Martins Fair Sept 6 & 7, 2020. Location: Post Property, 11300 W Church St			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	<b>Xaverian Missionaries – Annual Mission Festival</b> Fee waivers: Extraordinary Event License, Temporary Class B Beer and Wine License, Operator Licenses and Sign Permits. Date of Event: June 27 & 28, 2020 Location: Xaverian Missionaries, 4500 Xavier Dr			
3.	<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.