

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/03/19</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">RESOLUTION CONDITIONALLY APPROVING A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF PARCEL "A" OF CERTIFIED SURVEY MAP NO. 3411, AND UNPLATTED LANDS, BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE, APPLICANTS) (AT 6708 AND 6720 SOUTH NORTH CAPE ROAD)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.6.</i></p>

At its August 22, 2019 meeting the Plan Commission recommended approval of a resolution conditionally approving a 2 lot certified survey map, being part of Parcel "A" of Certified Survey Map No. 3411, and unplatted lands, being part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, Applicants) (at 6708 and 6720 South North Cape Road).

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2018-_____, a resolution conditionally approving a 2 lot certified survey map, being part of Parcel "A" of Certified Survey Map No. 3411, and unplatted lands, being part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, Applicants) (at 6708 and 6720 South North Cape Road).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 8-16-19]

RESOLUTION NO. 2019-_____

A RESOLUTION CONDITIONALLY APPROVING A 2 LOT
CERTIFIED SURVEY MAP, BEING PART OF PARCEL "A" OF
CERTIFIED SURVEY MAP NO. 3411, AND UNPLATTED LANDS, BEING
A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF
SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY
OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN
(DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND
CHRISTOPHER D. BURGE, APPLICANTS)
(AT 6708 AND 6720 SOUTH NORTH CAPE ROAD)

WHEREAS, the City of Franklin, Wisconsin, having received an application for approval of a certified survey map, such map being part of Parcel "A" of Certified Survey Map No. 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, more specifically, of the properties located at 6708 and 6720 South North Cape Road, bearing Tax Key Nos. 748-9964-001 (6708) and 748-9965-000 (6720), Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, applicants; said certified survey map having been reviewed by the City Plan Commission and the Plan Commission having recommended approval thereof pursuant to certain conditions; and

WHEREAS, the Common Council having reviewed such application and Plan Commission recommendation and the Common Council having determined that such proposed certified survey map is appropriate for approval pursuant to law upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Certified Survey Map submitted by Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, as described above, be and the same is hereby approved, subject to the following conditions:

1. That any and all objections made and corrections required by the City of Franklin, by Milwaukee County, and by any and all reviewing agencies, shall be satisfied and made by the applicant, prior to recording.
2. That all land development and building construction permitted or resulting under this Resolution shall be subject to impact fees imposed pursuant to §92-9. of the Municipal Code or development fees imposed pursuant to §15-5.0110 of the Unified Development Ordinance, both such provisions being applicable to the development and building permitted or resulting hereunder as it occurs from time to time, as such Code and Ordinance provisions may be amended from time to time.

DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE – CERTIFIED SURVEY MAP
RESOLUTION NO. 2019-_____

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3. Each and any easement shown on the Certified Survey Map shall be the subject of separate written grant of easement instrument, in such form as provided within the *City of Franklin Design Standards and Construction Specifications* and such form and content as may otherwise be reasonably required by the City Engineer or designee to further and secure the purpose of the easement, and all being subject to the approval of the Common Council, prior to recording of the Certified Survey Map.
4. Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, successors and assigns, and any developer of the Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge 2 lot certified survey map project, shall pay to the City of Franklin the amount of all development compliance, inspection and review fees incurred by the City of Franklin, including fees of consults to the City of Franklin, within 30 days of invoice for same. Any violation of this provision shall be a violation of the Unified Development Ordinance, and subject to §15-9.0502 thereof and §1-19. of the Municipal Code, the general penalties and remedies provisions, as amended from time to time.
5. The approval granted hereunder is conditional upon Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge and the 2 lot certified survey map project for the properties located at 6708 and 6720 South North Cape Road: (i) being in compliance with all applicable governmental laws, statutes, rules, codes, orders and ordinances; and (ii) obtaining all other governmental approvals, permits, licenses and the like, required for and applicable to the project to be developed and as presented for this approval.
6. The applicant shall revise the proposed Landscape Bufferyard Easement documents to incorporate certain minor technical corrections including but not limited to proper reference to the subject Certified Survey Map in Grantor covenant number 1, completion of the Mortgage Holder Consent page, and inclusion of Exhibit B which provides a map and legal description of the easement area, for City staff review and approval prior to recording of the Certified Survey Map with the Milwaukee County Register of Deeds Office.
7. [other conditions, etc.]

BE IT FURTHER RESOLVED, that the Certified Survey Map, certified by owners, Denis J. and Sharon L. Balistreri (6708 South North Cape Road) and Melissa M. Burge (6720 South North Cape Road), be and the same is hereby rejected without final approval and without any further action of the Common Council, if any one, or more than one of the above conditions is or are not met and satisfied within 180 days from the date of adoption of this Resolution.

DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE – CERTIFIED SURVEY MAP

RESOLUTION NO. 2019-_____

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BE IT FINALLY RESOLVED, that upon the satisfaction of the above conditions within 180 days of the date of adoption of this Resolution, same constituting final approval, and pursuant to all applicable statutes and ordinances and lawful requirements and procedures for the recording of a certified survey map, the City Clerk is hereby directed to obtain the recording of the Certified Survey Map, certified by owners, Denis J. and Sharon L. Balistreri (6708 South North Cape Road) and Melissa M. Burge (6720 South North Cape Road), with the Office of the Register of Deeds for Milwaukee County.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

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 _____



CITY OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of August 22, 2019

Certified Survey Map

RECOMMENDATION: City Development Staff recommends approval of the Balistreri & Mather-Burge Certified Survey Map, subject to the conditions as noted in the attached draft resolution.

Project Name:	Balistreri & Mather-Burge Certified Survey Map
Project Address/Tax Key:	6708 & 6720 S. North Cape Road/748 9964 001 & 748 9965 000
Property Owner:	Denis & Sharon Balistreri & Melisa M Mather
Applicants:	Denis & Sharon Balistreri & Melisa M Mather/Burge
Current Zoning:	R-3 Suburban/Estate Single-Family Residence District
2025 Comprehensive Plan:	6708 S. North Cape Road – Residential 6720 S. North Cape Road – Residential and Commercial
Use of Surrounding Properties:	Single-family residential to the north, south, and west, and business/commercial to the east.
Applicant's Action Requested:	Recommendation of approval of the Certified Survey Map

Please note: Staff recommendations are contained within the attached draft resolution. Details of these recommendations are contained within the attached Staff Comments memo.

Introduction:

On June 13, 2019, the applicants filed a Certified Survey Map Application requesting to reconfigure the properties located at 6708 and 6720 S. North Cape Road. More specifically, the property owners are proposing to shift the interior property line about 16-feet further north in order to locate the existing driveway entirely on the 6720 S. North Cape Road property.

Project Description/Analysis:

Currently a driveway exists that is split by this property line. The driveway is the only access for the property at 6720 S. North Cape Road. Another driveway is located further north that provides access solely to the property at 6708 S. North Cape Road

Lot 1 of the proposed Certified Survey Map has an area of 24,098 square feet (0.55 acres). Lot 2 has an area of 21,261 square feet (0.49 acres). Both properties and the existing structures meet R-3 Suburban/Estate Residence District Development Standards.

Note that a Natural Resource Protection Plan was not provided nor recommended to be submitted for the subject land division as no development is proposed. Furthermore, per FEMA mapping there is no floodplain on the properties, there are no SEWRPC Environmental Corridors on the properties, and the WDNR Water Surface Data Viewer does not show any mapped wetlands. DNR mapping does show hydric soils (Maximum Extent Wetland Indicators) on the properties, but again, no development is currently proposed.

If the property owner moves forward with the “Proposed Garage” the City may determine at that time if additional natural resource information is needed.

It can also be noted that the applicant has not depicted existing and proposed contours on the subject Certified Survey Map as required by the Unified Development Ordinance (UDO). However, as set forth in Section 15-7.0702 of the UDO, this requirement may be waived by the Plan Commission if the parcels created are fully developed.

Staff Recommendation:

City Development Staff recommends approval of the Balistreri & Mather-Burge Certified Survey Map, subject to the conditions as noted in the attached draft resolution.

City of Franklin
Department of City Development

Date: July 21, 2019
To: Melissa and Christopher Burge
Denis and Sharon Balistrer
From: Department of City Development Staff
RE: Certified Survey Map – Staff Comments

Please be advised that staff has reviewed the above referenced Certified Survey Map. City staff comments are as follows for the Certified Survey Map (CSM) materials submitted by Melissa and Christopher Burge, date stamped by the City of Franklin on June 13, 2019.

Unified Development Ordinance (UDO) Requirements:

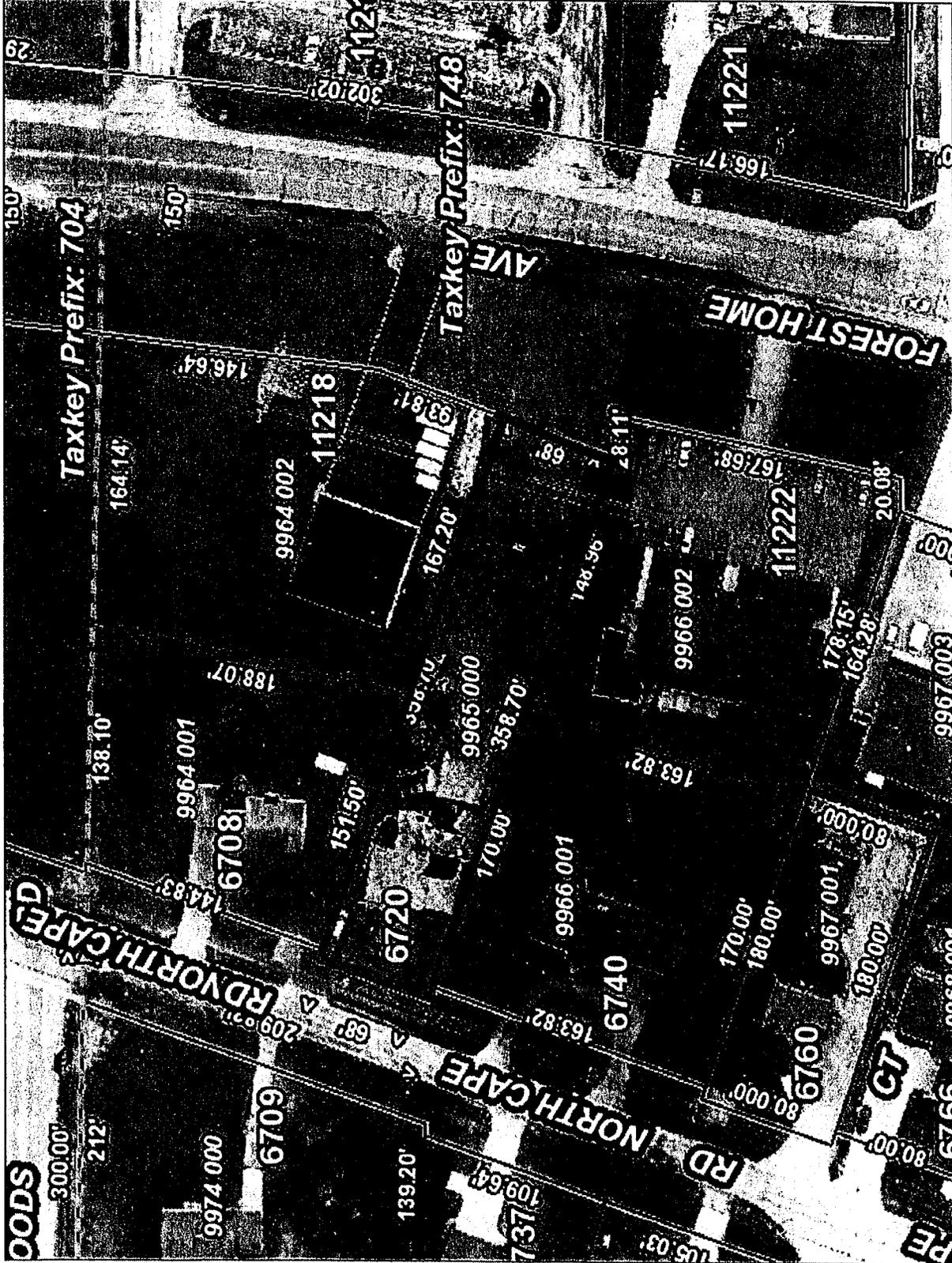
1. Per Section 15-7.0701 of the UDO, please submit the complete Certified Survey Map for review. Only Sheet 1 of 7 was provided.
2. Per Section 15-7.0701 of the UDO (and the Wisconsin Platting Manual), please depict on the CSM the lot size of 6708 S. North Cape Road.
3. Per Section 15-7.0702B. of the UDO, all required setbacks shall be graphically indicated and dimensioned on the Certified Survey Map.
 - Please illustrate building setbacks on the CSM for both properties. Minimum building setbacks for the R-3 Residence District can be found in Table 15-3.0203 of the UDO.
4. Per Sections 15-7.0702E. and 15-7.0702P. of the UDO, the location of any proposed deed restrictions and landscape easements shall be graphically indicated and clearly delineated and dimensioned on the face of the Certified Survey Map.
 - Per Section 15-5.0102 of the UDO, please provide a 30' Landscape Bufferyard Easement on Lot 1 adjacent to W. Forest Home Avenue. A note shall also be included on the CSM that states: "Landscape Bufferyard Easement: This strip is reserved for the planting of trees and shrubs, the building of structures hereon is prohibited."
 - Subject to Plan Commission and Common Council approval, staff would not object to revising the above note to allow the existing garage driveway to remain.
5. Per Section 15-9.0309E. of the UDO, the Plan Commission shall require that landscape bufferyard easement be filed with the Certified Survey Map.
 - Pursuant to long-standing City policy, please submit a separate easement document for the landscape bufferyard for review by staff and approval by the Common Council prior to/or simultaneously with recording of the CSM.
 - A standard landscape bufferyard easement template is attached for your use.

6. Per Section 15-7.0702F. of the UDO, please depict the existing and proposed contours on the CSM.
 - Alternatively, if requested by the applicant, this requirement may be waived by the Plan Commission or the Common Council if the parcel(s) are fully developed.
7. Per Section 15-7.0702J. of the UDO, please confirm the property owner name of 6720 S. North Cape Road. The City's records show 'Mather' as the last name.
8. Per Section 15-7.0702K. of the UDO, please show on the CSM all contiguous areas owned or controlled by the subdivider.
 - Both properties, 6708 and 6720 S. North Cape Road, must be shown on the CSM as Lot 1 and Lot 2, to illustrate the boundary change of both properties as well as providing the information required by Section 15-7.0702 for both lots, including lot area and setbacks of all structures.
9. Per Section 15-7.0702M. of the UDO, please label both properties as being zoned R-3 Suburban/Estate Single-Family Residence District.
10. Per Section 15-7.0702Q. of the UDO, please provide a landscape plan for the landscape bufferyard easement.
11. Per Table 15-5.0103 and Section 15-7.0702R. of the UDO, it appears that the CSM correctly shows the required right-of-way width for North Cape Road of 40' from the centerline. However, the CSM should also show the existing right-of-way/property line at this location as a dashed line (as was done on the north side of the parcel by the driveway).

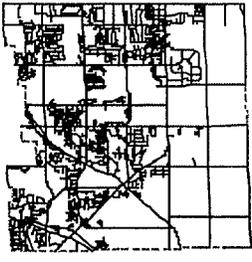
Additional Staff Recommendations:

1. Pursuant to Section 15-7.0702R. of the UDO, please provide a statement on the CSM indicating whether the property is or is not served by public sanitary sewer and water.
2. Pursuant to Section 15-7.0702R. of the UDO, what is the existing side yard setback of the existing home located at 6708 S. North Cape Road from the proposed property line? Is that the 12.4' dimension? Please clarify this dimension.
3. Pursuant to Section 15-7.0702R. of the UDO, note that the proposed garage may be removed from the CSM. If not, please provide the dimensions, height and other details to confirm that it is in compliance with Division 15-3.0800 of the UDO.
4. Pursuant to Section 15-7.0702R. of the UDO, please label the setback of the existing driveway from the proposed property line on the CSM.
5. Pursuant to Section 15-7.0702R. of the UDO, it appears a dashed line is shown indicating the original or current lot line. Please label that line accordingly, such as original or previous lot line to be removed.
6. Will the existing walkway connecting the 6708 S. North Cape Road home to the southern driveway be removed? Staff would recommend it be removed as it would extend onto the property of 6720 North Cape Road and as it might interfere with any future landscaping efforts.

Franklin Public Property Viewer



Overview Map

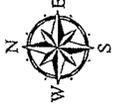


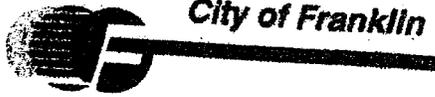
	Aldermanic District		Building
	City Boundary		Condo
	CSM		Easement
	Elementary District		Environmental Corridor
	FEMA DFIRM Flood - Zone A		FEMA DFIRM Flood - Zone AE
	FE MA - 0.2% Annual Chance		Parcel
	Park		Pavement
	County or State Hwy		Local Road
	Road Right-of-Way		School District
	Welland	Zoning Districts	
	A-1		F-1
	A-2		F-2
	B-1		H-1
	B-2		H-2
	B-3		M-1
	B-4		M-2
	B-5		M-3
	B-6		M-4
	B-7		OL-1
	BP		OL-2
	CC		P-1
	C-1		PDD
	FC		R-1
			R-2
			R-3
			R-3E
			R-4
			R-5
			R-6
			R-7
			R-8
			R-1E
			VB
			VR

Legend includes all layers even if they are not visible in the map.

(C) City of Franklin, WI

The maps and information provided by the City of Franklin's Property Viewer are not legal instruments and are to be used for reference purposes only, not as a substitute for legally recorded maps, surveys, or other documents. The City of Franklin assumes no liability for any damages or loss resulting from the use or misuse of the maps and information offered through this site. The maps and information provided here may have been compiled from various state, county, municipal, and private sources, and are maintained by their sources for a wide variety of purposes. Therefore, the City of Franklin cannot guarantee the quality, content, accuracy, completeness, or currency of the information transmitted by this site, and provides such information without expressed or implied warranties, subject to the terms and conditions stated in this Disclaimer and as otherwise provided for by law. While the City of Franklin makes every attempt to provide accurate, complete, and up-to-date information, it shall not be held responsible for any discrepancies or errors in the information presented. E-then individual accesses and uses the information herein at their own risk. Use of the Property Viewer constitutes acceptance of all terms and conditions in this Disclaimer.





CERTIFIED SURVEY MAP (CSM) APPLICATION

Date of Application: 5-10-19

Complete, accurate and specific information must be entered. Please Print.

Applicant (Full Legal Name(s)): Name: <u>Melissa M. Burge</u> <u>Christopher D Burge</u> Company: _____ Mailing Address: <u>6720 S. North Cape Rd</u> City / State: <u>Franklin WI</u> Zip: <u>53132</u> Phone: <u>414-807-2166</u> Email Address: <u>burge2@aol.com</u>	Applicant is Represented by: (contact person)(Full Legal Name(s)) Name: _____ Company: _____ Mailing Address: _____ City / State: _____ Zip: _____ Phone: _____ Email Address: _____
Project Property Information: Property Address: <u>6720 S. North Cape Rd. Franklin, WI</u> / <u>6708 S. North Cape Rd Franklin 53132</u> Property Owner(s): <u>Melissa Burge (6720) WI</u> <u>Sharon Balistreri (6708) WI</u> Mailing Address: <u>Same as applicant</u> City / State: _____ Zip: _____ Email Address: <u>burge2@aol.com</u>	Tax Key Nos: _____ Existing Zoning: _____ Existing Use: _____ Proposed Use: _____ CMP Land Use Identification: _____

*The 2025 Comprehensive Master Plan Future Land Use Map is available at: <http://www.franklinwi.gov/Home/Resources/Documents/Maps.htm>

Certified Survey Maps shall be prepared as provided in § 236.34 (1m) (c) Wis. Stats. and Division 15-7.0700 of the Unified Development Ordinance.

Certified Survey Map submittals for review must include and be accompanied by the following:

- Milwaukee County Review Fee, payable to Milwaukee County Register of Deeds: \$75
- Two (2) original map copies for Milwaukee County review, prepared at 8-1/2" wide by 14" long on durable white paper.
- This Application form accurately completed with original signature(s). Facsimiles and copies will not be accepted.
- Application Filing Fee, payable to City of Franklin: \$1,500
- Seven (7) complete sets of Application materials, for City of Franklin review to include:
 - Project Summary: a written detailed description of the project: One (1) original and six (6) copies
 - Map Copies: One (1) original map copy and six (6) map copies prepared at 8-1/2" wide by 14" long and must be clearly legible.
- As may be required, seven (7) copies of a "Natural Resource Protection Plan and "Landscape Plan" for any landscape bufferyard easement areas.
- If applicable, three (3) copies of the Natural Resource Protection report (see Division 15-9.0309D of the UDO).
- If applicable, one copy of the Site Intensity and Capacity Calculations (see Division 15-3.0500 of the UDO).
- Email (or CD ROM) with all plans and submittal materials in Adobe PDF. (May be waived by City Planner.)

Franklin
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 City Development

- Upon receipt of a complete submittal, staff review will be conducted within ten business days.
- All Certified Survey Map requests require Plan Commission review and Common Council approval.
- All Certified Survey Map requests shall comply with Chapter 236 of the Wisconsin State Statutes.

The applicant and property owner(s) hereby certify that: (1) all statements and other information submitted as part of this application are true and correct to the best of applicant's and property owner(s)' knowledge; (2) the applicant and property owner(s) has/have read and understand all information in this application; and (3) the applicant and property owner(s) agree that any approvals based on representations made by them in this Application and its submittal, and any subsequently issued building permits or other type of permits, may be revoked without notice if there is a breach of such representation(s) or any condition(s) of approval. By execution of this application, the property owner(s) authorize the City of Franklin and/or its agents to enter upon the subject property(ies) between the hours of 7:00 a.m. and 7:00 p.m. daily for the purpose of inspection while the application is under review. The property owner(s) grant this authorization even if the property has been posted against trespassing pursuant to Wis. Stat. §943.13.

(The applicant's signature must be from a Managing Member if the business is an LLC, or from the President or Vice President if the business is a corporation. A signed applicant's authorization letter may be provided in lieu of the applicant's signature below, and a signed property owner's authorization letter may be provided in lieu of the property owner's signature[s] below. If more than one, all of the owners of the property must sign this Application).

M Burge
 Signature - Property Owner
Melissa Burge
 Name & Title (PRINT)

Sharon Balistreri Date: 5/10/19
 Signature - Property Owner
SHARON BALISTRERI
 Name & Title (PRINT)

Denise Balistreri Date: 5/10/19
 Signature - Property Owner
Denise Balistreri
 Name & Title (PRINT)

M Burge Chris E
 Signature - Applicant
Melissa & Chris Burge
 Name & Title (PRINT)

Date: 5/10/19

Signature - Applicant's Representative
 Name & Title (PRINT)

Date: _____

Detailed Description
of Project at 6720 & 6708 S.
North Cape Rd.
Properties

Due to the costly maintenance and responsibility on the driveway upkeep, both neighbors are more than willing to move the property line. The property line currently falls in the middle of the driveway. The current owner of the Northern section does not use or need access to the driveway. If needed the owners are more than willing to let owners on North to use for any unforeseen reason after the change.

We are requesting ^{M.P.} the minimum needed to change this, which is 6 ft North-east from the driveway. The owners at 6708 S. North Cape still have over 12 ft. from the proposed change. to their home.

Franklin

AUG 13 2019

6720 S. North Cape Rd. Franklin WI 53132

Owner M. Burge sign
Melissa Burge
(Mather)

City Development

Date 5/10/19

6708 S. North Cape Rd Franklin WI 53132

Owner SHARON BALISTRERI sign Sharon Balistreri Date 5/10/19

LANDSCAPE BUFFERYARD EASEMENT

This Landscape Bufferyard easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Melissa M. Burge, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Landscape Bufferyard Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, at 6720 S North Cape Rd., described in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor is required by Section 15-5.0102A of the City of Franklin Unified Development Ordinance to provide a thirty (30) foot-wide planting strip on Lot 1 adjacent to W. Forest Home Ave.

WHEREAS, Melissa M. Burge the Grantor is the property owner at 6720 S North Cape Rd and shall grant a thirty (30) foot-wide Landscape Bufferyard easement to the City of Franklin subject to Common Council approval and recording with the Milwaukee County Registered of Deeds Office.; and

WHEREAS, Grantee is a "holder", as contemplated by §700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the Landscape Bufferyard Easement on, over, and across the protected property, desire to reserve the area for the planting of trees and shrubs and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Landscape Bufferyard Easement; and

WHEREAS, the Grantee is willing to accept this Landscape Bufferyard Easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby;

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a Landscape Bufferyard Easement in perpetuity on, over, and across the protected property.

Grantee's rights hereunder shall consist solely of the following:

1. To establish and ensure the continuance of an area reserved for the planting of trees and shrubs for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining Certified Survey Map 3411, Lot 1 by requiring this protected property to be open space in perpetuity; the protected property shall consist of natural existing vegetation and approved landscaping of trees, shrubs, fences, and/or berms, designed to provide a screen and buffer between Certified Survey Map 3411, Lot 1 and W. Forest Home Ave;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

And in furtherance of the foregoing affirmative rights of the Grantee, the Grantor makes the following covenants which shall run with and bind the protected property in perpetuity, namely, that, on, over, or across the protected property, the Grantor, without the prior consent of the Grantee, shall not:

Franklin

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City Development

assigns and that the restrictions imposed upon the protected property may only be released or waived in writing by the Common Council of the City of Franklin, as contemplated by §236.293 of the Wisconsin Statutes.

In witness whereof, the undersigned has executed and delivered this acceptance on the ____ day of _____, A.D.20 ____.

CITY OF FRANKLIN

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss
COUNTY OF MILWAUKEE)

Personally came before me this _____ day of _____, A.D. 20 __, the above named Stephen R. Olson, Mayor and Sandra L. Wesolowski, City Clerk, of the above named municipal corporation, City of Franklin, to me known to be such Mayor and City Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers as the Deed of said municipal corporation by its authority and pursuant to Resolution No. _____, adopted by its Common Council on the _____ day of _____, 20__.

Notary Public

My commission expires _____

This instrument was drafted by the City of Franklin.

Approved as to contents:

Joel Dietl, Planning Manager
Department of City Development

Date

Approved as to form only:

Jesse A. Wesolowski
City Attorney

Date

MORTGAGE HOLDER CONSENT

The undersigned, (name of mortgagee), a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20 __, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

Name of Mortgagee

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20 __, before me, the undersigned, personally appeared name of officer of mortgagee, the (title of office, i.e.: VP) of (name of mortgagee), a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public, State of Wisconsin

My commission expires _____

Exhibit A

[The Franklin RE, LLC property upon which the open space buffer lands are located is legally described as follows:

Lot 2 of Certified Survey Map No. 9078, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on October 16, 2018, as Document No. 10820171, being a redivision of Lots 3 and 4 of Certified Survey Map 9042 and lands in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northeast $\frac{1}{4}$ and Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 9, Town 5 North, Range 21 East. Said land being in the City of Franklin, Milwaukee County, State of Wisconsin.

A map depicting the open space buffer lands is annexed hereto. The open space buffer lands are legally described as as set forth on EXHIBIT B annexed hereto.]

Staff Suggestions and Responses

1. Pursuant to Section 15-7.0702R. of the UDO, please provide a statement on the CSM indicating whether the property is or is not served by public sanitary sewer and water.

There is public sanitary sewer and private wells for both properties. Wells are labeled.

2. Pursuant to Section 15-7.0702R. of the UDO, what is the existing side yard setback of the existing home located at 6708 S. North Cape Road from the proposed property line? Is that the 12.4' dimension? Please clarify this dimension.

Setback is 40' for both properties

3. Pursuant to Section 15-7.0702R. of the UDO, note that the proposed garage may be removed from the CSM. If not, please provide the dimensions, height and other details to confirm that it is in compliance with Division 15-3.0800 of the UDO.

Garage is still being built and does comply. 24'x30' and a medium height of gable is 15'.

4. Pursuant to Section 15-7.0702R. of the UDO, please label the setback of the existing driveway from the proposed property line on the CSM.

It is labeled on the CSM.

5. Pursuant to Section 15-7.0702R. of the UDO, it appears a dashed line is shown indicating the original or current lot line. Please label that line accordingly, such as original or previous lot line to be removed.

It is labeled on CSM.

6. Will the existing walkway connecting the 6708 S. North Cape Road home to the southern driveway be removed? Staff would recommend it be removed as it would extend onto the property of 6720 North Cape Road and as it might interfere with any future landscaping efforts.

It will not be removed as it is new concrete and would not look good if it was removed. We are neighbors and both agree the sidewalk needs to stay. No landscaping efforts will be made, just moving the property line per the "Detailed Description," you will read

Franklin

AUG 13 2019

City Development

Certified Survey Map

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I Rick R. Hillmann, Professional Land Surveyor, do hereby certify:

That I have surveyed, divided and mapped Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the East $\frac{1}{4}$ Corner of said $\frac{1}{4}$ Section, thence North 89°47'00" West on and along the North line of said $\frac{1}{4}$ Section, 1,966.00 feet to a point on the Centerline of North Cape Road; thence South 18°00'00" West on and along said Centerline, 132.00 feet to the Point of Beginning of lands hereinafter described;

Thence South 72°00'00" East, 40.00 feet to a point on the Easterly line of North Cape Road said point is also the Southwest Corner of said Parcel A; thence North 18°00'00" East on and along said Easterly line, 144.83 feet to a point; thence South 89°47'00" East on and along the North line of said Parcel "A", 138.10 feet to the East Line of said Parcel "A"; thence South 11°53'43" West on and along said East Line, 188.07 feet to the Southeast Corner of Said Parcel "A" said Point is also the Southwest Corner of Parcel "B"; thence South 72°00'00" East on and along the South Line of said Parcel "B", 167.20 feet to a point on the West Line of Forest Home Avenue; thence South 18°00'00" West on and along said West line, 68.00 feet to a point on the North Line of Parcel 2 of Certified Survey Map No.: 3341; thence North 72°00'00" West on and along the North line of said Certified Survey Map and its Westerly Extension, 358.70 feet to a point on the Centerline of North Cape Road; thence North 18°00'00" East on and along said Centerline, 68.00 feet to the place of beginning of this description.

The gross area of said parcel contains 45,359 Square feet or 1.04132 Acres of land more or less.

That I have made such survey, land division and map by the direction of Melissa M. Burge and Denis and Sharon Balistreri, owners of said land. That such map is a correct representation of all exterior boundaries of land surveyed and land division made thereof. That I have fully complied with the provision of chapter 236 of the Wisconsin Statutes and the Platting ordinance of the City of Franklin in surveying, dividing and mapping same.

Dated this _____ day of _____, 20_____.

Rick R. Hillmann PLS
Professional Land Surveyor S-3005

**CONTINENTAL
SURVEYING
SERVICES LLC**



Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.csssurveys.com
Email: survey@csssurveys.com



This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 6th day of June, 2019 Sheet 2 of 7



Certified Survey Map _____

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

MORTGAGE CERTIFICATE:

As mortgage holder of the herein described land, *(Bank Name)* _____, does hereby consent to the surveying, dividing, and mapping of the lands described in this map and to the certificate of Denis and Sharon Balistreri, as owner(s).

WITNESS the hand and seal of *(Bank Name)* _____, has caused this instrument to be executed by *(First Name)* _____ *(Last Name)* _____, its *(Title)* _____, and *(First Name)* _____ *(Last Name)* _____, its *(Title)* _____, in the *(Select One (1) City, Village or Town)* of *(City Name)* _____, Wisconsin, this _____ day of _____, 20_____.

In the presence of:

(Bank Name)

(Print - First Name, Last Name and Title)

(Signature)

(Print - First Name, Last Name and Title)

(Signature)

STATE OF WISCONSIN)
)ss.
County of _____)

Personally came before me this _____ day of _____, 20_____, *(First Name)* _____ *(Last Name)* _____, its *(Title)* _____, and *(First Name)* _____ *(Last Name)* _____, its *(Title)* _____, of the above named corporation, to me known to be the person(s) who executed the foregoing instrument, and to me known to be the *(Title)* _____ and *(Title)* _____ respectively of the corporation, and acknowledged that they, he, or she executed the foregoing instrument and acknowledged the same.

Print Name _____

Notary Public, _____ County, WI.

My Commission Expires: _____

CONTINENTAL SURVEYING SERVICES LLC 

Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.ccssurveys.com
Email: survey@ccssurveys.com



This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 6th day of June, 2019 Sheet 6 of 7



Certified Survey Map

Parcel "A" of Certified Survey Map No.: 3411, and unplatted lands, being a part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, Township 5 North, Range 21 East, Located in the City of Franklin, Milwaukee County, Wisconsin.

COMMON COUNCIL CERTIFICATION OF APPROVAL:

I hereby certify that this Certified Survey Map was approved under the Resolution File No. _____ adopted by the Common Council of the City of Franklin on this _____ day of _____, 20_____.

Sandra L. Wesolowski, City Clerk

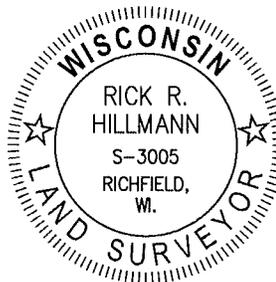
Steve Olson, Mayor

**CONTINENTAL
SURVEYING
SERVICES LLC**



Main Office:
2059 Hwy 175, Suite "A"
Richfield WI. 53076

Phone: (262) 389-9200
Website: www.ccssurveys.com
Email: survey@ccssurveys.com



This Instrument was drafted by Rick R. Hillmann, a Professional Land Surveyor, S-3005 on this 6th day of June, 2019 Sheet 7 of 7



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/03/19
REPORTS AND RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF PARCEL "A" OF CERTIFIED SURVEY MAP NO. 3411, AND UNPLATTED LANDS, BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE, APPLICANTS) (AT 6708 AND 6720 SOUTH NORTH CAPE ROAD)	ITEM NUMBER <i>6.7.</i>

Attached is a copy of the Landscape Bufferyard Easement for the subject 2 lot certified survey map.

At its August 22, 2019 meeting, the Plan Commission recommended approval of a resolution conditionally approving a 2 lot certified survey map, being part of Parcel "A" of Certified Survey Map No. 3411, and unplatted lands, being part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, Applicants) (at 6708 and 6720 South North Cape Road), in part upon Common Council approval of a Landscape Bufferyard Easement.

Staff would note that the Easement allows an existing driveway to remain within the easement as such is shown on the subject Certified Survey Map.

COUNCIL ACTION REQUESTED

A motion to adopt Resolution No. 2019-____, authorizing Certain Officials to Accept a Landscape Bufferyard Easement for and as Part of the Review and Approval of a 2 lot certified survey map, being part of Parcel "A" of Certified Survey Map No. 3411, and unplatted lands, being part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin (Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, Applicants) (at 6708 and 6720 South North Cape Road) subject to minor technical corrections by staff.

RESOLUTION NO. 2019-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A 2 LOT CERTIFIED SURVEY MAP, BEING PART OF PARCEL "A" OF CERTIFIED SURVEY MAP NO. 3411, AND UNPLATTED LANDS, BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 5 NORTH, RANGE 21 EAST, CITY OF FRANKLIN, MILWAUKEE COUNTY, WISCONSIN (DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND CHRISTOPHER D. BURGE, APPLICANTS) (AT 6708 AND 6720 SOUTH NORTH CAPE ROAD)

WHEREAS, the Plan Commission at its regularly scheduled meeting of August 22, 2019, having recommended approval of a 2 lot Certified Survey Map upon the application of Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, in part upon Common Council approval of a Landscape Bufferyard Easement; and

WHEREAS, §15-5.0102A of the Unified Development Ordinance requires a thirty (30) foot-wide landscape bufferyard when lots back upon the right-of-way of an existing or proposed limited access arterial street or highway (i.e. Forest Home Avenue), and said landscape bufferyard to be protected by a landscape bufferyard easement; and

WHEREAS, the Department of City Development and the Office of the City Attorney having reviewed the proposed Landscape Bufferyard Easement and having recommended approval thereof to the Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the Landscape Bufferyard Easement submitted by Denis J. and Sharon L. Balistreri/Melissa M. and Christopher D. Burge, in the form and content as annexed hereto, be and the same is hereby approved; and the Mayor and City Clerk are hereby authorized to execute such Easement as evidence of the consent to and acceptance of such easement by the City of Franklin.

BE IT FURTHER RESOLVED, that the City Clerk be and the same is hereby directed to obtain the recording of the Landscape Bufferyard Easement in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of September, 2019.

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS
TO ACCEPT A LANDSCAPE BUFFERYARD EASEMENT
DENIS J. AND SHARON L. BALISTRERI/MELISSA M. AND
CHRISTOPHER D. BURGE

RESOLUTION NO. 2019-_____

Page 2

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 3rd day of September, 2019.

APPROVED:

STEPHEN R. OLSON, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

**LANDSCAPE BUFFERYARD
EASEMENT**

This Landscape Bufferyard easement is made by and between the CITY OF FRANKLIN, a municipal corporation of the State of Wisconsin, hereinafter referred to as "Grantee," and Melissa M. Burge, hereinafter referred to as "Grantor," and shall become effective upon the recording of this Grant of Landscape Bufferyard Easement, together with the Acceptance following, with the Office of the Register of Deeds for Milwaukee County, pursuant to §700.40(2)(b) of the Wisconsin Statutes.

WITNESSETH

WHEREAS, Grantor is the owner in fee simple of certain real property, located within the City of Franklin, Milwaukee County, Wisconsin, at 6720 S North Cape Rd., described in Exhibit A attached hereto and hereby made a part hereof (protected property); and

WHEREAS, the Grantor is required by Section 15-5.0102A of the City of Franklin Unified Development Ordinance to provide a thirty (30) foot-wide planting strip on Lot 1 adjacent to Forest Home Avenue.

WHEREAS, Melissa M. Burge the Grantor is the property owner at 6720 S North Cape Rd and shall grant a thirty (30) foot-wide Landscape Bufferyard easement to the City of Franklin subject to Common Council approval and recording with the Milwaukee County Register of Deeds Office.; and

WHEREAS, Grantee is a "holder", as contemplated by §700.41(1)(b)1. of the Wisconsin Statutes, whose purposes include, while exercising regulatory authority granted to it, *inter alia*, under §62.23 and §236.45 of the Wisconsin Statutes, the conservation of land, natural areas, open space, and water areas; and

WHEREAS, the Grantor and Grantee, by the conveyance to the Grantee of the Landscape Bufferyard Easement on, over, and across the protected property, desire to reserve the area for the planting of trees and shrubs and prevent the use or development of the protected property for any purpose or in any manner inconsistent with the terms of this Landscape Bufferyard Easement; and

WHEREAS, the Grantee is willing to accept this Landscape Bufferyard Easement subject to the reservations and to the covenants, terms, conditions, and restrictions set out herein and imposed hereby;

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions subsequently contained, and as an absolute and unconditional dedication, does hereby grant and convey unto the Grantee a Landscape Bufferyard Easement in perpetuity on, over, and across the protected property.

Grantee's rights hereunder shall consist solely of the following:

1. To establish and ensure the continuance of an area reserved for the planting of trees and shrubs for the private use by the owners of the underlying fee simple interests, to the exclusion of all others, for the purpose of buffering the properties adjoining Certified Survey Map _____, Lot 1 by requiring this protected property to be open space in perpetuity; the protected property shall consist of natural existing vegetation, existing driveway, and approved landscaping of trees, shrubs, fences, and/or berms, designed to provide a screen and buffer between Certified Survey Map _____, Lot 1 and Forest Home Avenue;
2. To enforce by proceeding at law or in equity the covenants subsequently set forth, including, and in addition to all other enforcement proceedings, proceedings to obtain all penalties and remedies set forth under Division 15-9.0500 of the Unified Development Ordinance of the City of Franklin, as amended from time to time, any violation of the covenants subsequently set forth being and constituting a violation of such Unified Development Ordinance, as amended from time to time, or such local applicable ordinance as may be later adopted or in effect to enforce such covenants or the purposes for which they are made, it being agreed that there shall be no waiver or forfeiture of the Grantee's right to insure compliance with the covenants and conditions of this grant by reason of any prior failure to act; and
3. To enter the protected property at all reasonable times for the purpose of inspecting the protected property to determine if the Grantor is complying with the covenants and conditions of this grant.

COUNTY OF MILWAUKEE

This instrument was acknowledged before me on the _____ day of _____, A.D.
20__ by

_____.

To me known to be the person(s) who executed the foregoing Easement and acknowledged the same as the voluntary act and deed of said _____.

Notary Public

My commission expires _____

**MORTGAGE HOLDER
CONSENT**

The undersigned, (name of mortgagee), a Wisconsin banking corporation ("Mortgagee"), as Mortgagee under that certain Mortgage encumbering encumbering the Property and recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on _____, 20__, as Document No. _____, hereby consents to the execution of the foregoing easement and its addition as an encumbrance title to the Property.

IN WITNESS WHEREOF, Mortgagee has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed, as of the day and year first above written.

Name of
Mortgagee

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
)ss
COUNTY OF MILWAUKEE)

On this, the _____ day of _____, 20__, before me, the undersigned, personally appeared name of officer of mortgagee, the (title of office, i.e.: VP) of (name of mortgagee), a Wisconsin banking corporation, and acknowledged that (s)he executed the foregoing instrument on behalf of said corporation, by its authority and for the purposes therein contained.

Name: _____

Notary Public, State of Wisconsin

My commission expires _____

Exhibit A

[The property upon which the Landscape Bufferyard Easement is located is legally described as follows:

Lot 1 of Certified Survey Map No. _____, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on _____, as Document No. _____, being part of Parcel "A" of Certified Survey Map No. 3411, and unplatted lands, being part of the Northwest 1/4 of the Southeast 1/4 of Section 6, Township 5 North, Range 21 East. Said land being in the City of Franklin, Milwaukee County, State of Wisconsin.

A map depicting the Landscape Bufferyard Easement is annexed hereto. The Landscape Bufferyard Easement is legally described as set forth on EXHIBIT B annexed hereto.]

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 3, 2019
REPORTS AND RECOMMENDATIONS	RESOLUTION TO PROCEED WITH ACTIONS TO GAIN ACCESS TO CITY OF MILWAUKEE WATER WORKS WATER SUPPLY	ITEM NUMBER <i>G. 8.</i>

BACKGROUND

Franklin Water Utility's 30-year contract with the Oak Creek Water Utility ends in 2024. The Board of Water Commissioners have been evaluating options to meet the future water needs of the community, with a focus on reliability, quality, affordability, and long-term rate stability.

ANALYSIS

The evaluated options include continuing with Oak Creek or moving to another water utility. Staff has talked with Oak Creek, Racine, and Milwaukee. A thorough analysis points to the Milwaukee Water Utility as the best option as we pursue a new contract.

The attached letter was sent to all water customers the July Quarterly newsletter. In addition, a question/answer segment has been added to the City's website (see attached). Staff has received minimal questions from the public.

At the August 27, 2019, Board of Water Commissioners' meeting, a motion was made to "Recommend to Common Council to proceed with regard to gaining access to Milwaukee Water Supply including, but not limited to, processes with the Wisconsin Public Service Commission."

There will be future actions needed by the Common Council to complete the entire process. To initiate this process, an agreement with the City of Milwaukee will need to be negotiated and finalized. In addition, a request to the Wisconsin Public Service Commission must be made concerning the 1994 decision to choose Oak Creek and also make an application for construction of a new connection to Milwaukee.

OPTIONS

- A. Authorize the Board of Water Commissioners and Staff to initiate the process for obtaining Milwaukee Water. Or
- B. Refer to Staff with additional direction.

FISCAL NOTE

There will be significant expenses to connect to Milwaukee and the estimates of costs will be refined as we proceed in this process. These expenses are offset by the lower cost of Milwaukee's wholesale water compared to the wholesale cost from Oak Creek. Even with the cost of connection to Milwaukee, it is anticipated that a move to Milwaukee water will stabilize rates for Franklin.

COUNCIL ACTION REQUESTED

(Option A). Resolution 2019-_____ a resolution to proceed with actions to gain access to City of Milwaukee Water Works water supply.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

RESOLUTION TO PROCEED WITH ACTIONS TO
GAIN ACCESS TO CITY OF MILWAUKEE WATER WORKS WATER SUPPLY

WHEREAS, the City entered into a 30-year contract with Oak Creek in 1994 to purchase wholesale water supplied from Lake Michigan that expires in 2024; and

WHEREAS, the Board of Water Commissioners has evaluated options for purchasing wholesale water beyond the year 2024 from Oak Creek, Racine, and Milwaukee; and

WHEREAS, switching wholesale water suppliers to Milwaukee Water Works appears to be the best option to meet the future water needs of the community with a focus on reliability, quality, affordability, and long-term rate stability.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Board of Water Commissioners and Staff are authorized and directed to proceed with actions to gain access to the City of Milwaukee Water Works water supply.

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

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this ___st day of _____ 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



July 2019

Franklin Water Customers,

Franklin Water Utility's 30-year contract with the Oak Creek Water Utility ends in 2024. We are evaluating options to meet the future water needs of the community, with a focus on reliability, quality, affordability, and long-term rate stability.

Our options include continuing with Oak Creek or moving to another water utility. We've talked with Oak Creek, Racine, and Milwaukee. A thorough analysis points to the Milwaukee Water Utility as the best option as we pursue a new contract. There are a number of factors we have considered in this process:

Stabilizing Rates

- Our current wholesale rate from Oak Creek is more than double the rate anticipated when we signed the contract 25 years ago (current \$3.12/thousand gal. vs. anticipated \$1.65/thousand gal.) Milwaukee's wholesale rate is \$1.65 per thousand gal.
- Franklin is Oak Creek's largest water customer. We're buying 40 percent of Oak Creek's treated water and pay about that same percentage for any major improvement to their facilities.
- With Milwaukee, Franklin is one of many customers and any water system improvements would have a much smaller impact on our water customers.

Ensuring Water Quality

- Milwaukee's water treatment system uses a sophisticated technology and provides a high quality water that meets all state and federal regulatory requirements.

Water Connection

- We will have to build a connection to Milwaukee and the overall cost of this line can be paid through the savings achieved from reduced wholesale costs to purchase Milwaukee water.

Our focus remains on maintaining water quality, reliability of service, and stable rates. The Franklin Water Utility will provide regular updates on our progress toward a new contract and Public Service Commission approval. If you have questions as our process continues, please contact our engineering department at 414-425-7510. More information is available at www.franklinwi.gov.

Sincerely,

Gary R. Grobner

Chairman, Franklin Water Commissioners

Questions & Answers Regarding Franklin's Water Contract

Accessed from the City of Franklin's website on August 28, 2019

Why are we thinking of switching from the Oak Creek Water Utility for our water supply?

Access to clean water is critical to our growth and development as a community. As we look to the future, we need to ensure water, one of our best assets, continues to meet Franklin's needs. It's important to look at ways to stabilize rates long-term, ensure our water supply is safe and meets quality standards.

Will this change apply to all residents and businesses in Franklin?

This change would only apply to customers of the Franklin Water Utility. Any residents or other properties using private wells will not be impacted.

How long has Franklin been getting its water from Oak Creek?

We started receiving our water from the Oak Creek Water Utility 25 years ago. The contract we signed at the time expires in 5 years.

Is there a difference between the rates that customers pay in Oak Creek and Franklin?

Yes. Oak Creek has two sets of rates. One set is for their retail customers (properties within Oak Creek) and one set is for their wholesale customers (Franklin and Caledonia). Franklin purchases wholesale water from Oak Creek, then adds charges to cover the Franklin infrastructure and delivery to Franklin properties. Oak Creek retail customers pay less for water than what the wholesale customers pay. The biggest customer pays the most for the same product.

If the contract with Oak Creek doesn't end for another five years, why are you looking at the contract now?

Making a decision now ensures any infrastructure updates can be made well in advance of the current agreement expiring. By acting now we'll be able to meet all water needs of residents and business well into the future while delivering on our commitment to stabilize rates long-term.

What options have you considered in this process?

The Water Utility considered various options to lower our wholesale water costs. Franklin has some of the highest water rates in the state. We reviewed proposals from the Racine Water Utility, Milwaukee Water Utility and a potential contract extension with the Oak Creek Water Utility. During that time, we've conducted an extensive evaluation of these possibilities with the goal of identifying the best option that provides long-term reliability, quality, safety and affordability.

What are the main aspects of your evaluation process?

Our focus remains on maintaining water quality, reliability of service, and stable and competitive rates. Ultimately, we want to ensure Franklin water customers have access to the best and most reasonably priced water source.

Is Milwaukee water really that much cheaper than Oak Creek?

Yes, it is roughly half of the cost. Oak Creek charges Franklin \$3.12/thousand gallons wholesale while Milwaukee's wholesale rate is \$1.65/thousand gallons.

When will a decision be made about a new contract for Franklin's water?

The Franklin Water Utility is working toward a decision by the end of 2019. Look for regular updates on our progress toward a new contract on our website. Ultimately, we want to ensure you have access to the best and most reasonably priced water source.

What is the impact on water rates if you change to Milwaukee?

The Milwaukee option offers long-term stability in water rates for Franklin customers. When we signed the agreement 25 years ago, Oak Creek projected their wholesale water rates would be similar to Milwaukee's at this point of time. Today, Oak Creek's wholesale rates are 61% higher than the City of Milwaukee's.

Does that mean Franklin customers will see a rate reduction?

The savings we achieve with a Milwaukee Water Works contract will initially be used to pay for the water connection from Milwaukee to Franklin. Franklin Water Utility customers can expect long-term stability in their water rates. We anticipate the change will enable our rates to remain stable well into the future.

What would have to be done to change from Oak Creek to Milwaukee for our future water services?

The Milwaukee option will include a major pipe connection from Milwaukee to Franklin. The overall cost of this line is covered through the savings achieved from reduced wholesale costs to purchase Milwaukee water. The result is long-term stabilization of Franklin's water rates and an infrastructure to meet continued business and residential growth in the community well into the future. We will also need approval from the Public Service Commission of Wisconsin.

You keep saying rates will be more stable. What does that mean?

Being the largest wholesale customer of the Oak Creek Water Utility we naturally are charged the largest portion of any improvement and that changes our rates substantially. Being a relatively small wholesale customer of Milwaukee means that any additional charges would impact us far less.

Who will pay for the connecting pipe from Franklin to Milwaukee?

The Franklin Water Utility will construct and pay for the pipe. The savings we achieve through the lower water rates with Milwaukee will enable us to pay for the costs required to connect with the Milwaukee Water Utility.

Where will the connecting pipe be located in Franklin?

The specific route will be determined as a part of future analysis and studies conducted by the Franklin Water Utility.

What will change with my water bill?

You can anticipate long-term stability with your water rates. While the water rates will be similar to what you're charged now. The amount of your water bill depends upon how much water you use.

Will a change in water suppliers affect my sewage bill?

No. The Sewer and Water Departments are separate utilities. Your sewage bill is determined through the Milwaukee Metropolitan Sewerage District (MMSD), who we use as the sewage treatment provider. The Water Utility sets rates for your water service only. MMSD has no connection to the Water Utility and your sewage bill will not be affected by any decision on Franklin's water supplier.

Why has the City of Franklin opposed the Oak Creek proposal for a \$30 million upgrade to the water treatment facility, which would include ultraviolet light disinfection as an added safety measure?

When Oak Creek proposed a \$30 million upgrade, the Wisconsin Public Service Commission evaluation estimated a 30 percent increase in rates. In the past, Oak Creek has charged large wholesale customers proportionately higher rates to minimize rate increases for their retail customers. Since Franklin is the largest wholesale customer, buying 40% of Oak Creek's water, our customers would face a large increase in their water rates. A number of engineering studies estimated Oak Creek could implement the ultraviolet system for significantly less (\$10 million). On at least two occasions the Public Service Commission has denied Oak Creek's spending plans.

Will there be any concerns with Milwaukee's water quality?

No. Lake Michigan is the source of water for the Oak Creek Water Utility and Milwaukee Water Utility. Milwaukee's water safety systems use a sophisticated and effective technology providing high quality water that meets or exceeds all state and federal regulatory requirements.

The City of Milwaukee has been dealing with lead in that community's water. Won't that affect Franklin?

No. Milwaukee's lead pipe issue deals with the pipes from that city's mains to the homes, not the distribution system that Franklin would use to connect with the Milwaukee Water Utility plant. The cost of fixing Milwaukee's lead lateral issues will not be included in the rates for Franklin.

How would you characterize the interactions with Oak Creek and Milwaukee?

Milwaukee views us as a valued partner and during conversations it is clear that they are more interested in finding a solution that reflects a view of Franklin being a valued customer than that of being just another customer. We have found the Milwaukee water utility more closely aligned with our priorities, particularly a solution for long term stability in rates.

Who do I contact if I have questions or want more information?

If you have questions as our process continues, please contact our Engineering Department at 414-425-7510.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 3, 2019
REPORTS & RECOMMENDATIONS	RESOLUTION TO SIGN AN EASEMENT AGREEMENT WITH AMERICAN TOWER L.P. AT 5572 W. AIRWAYS AVENUE	ITEM NUMBER <i>G.9.</i>

BACKGROUND

Resolution 2018-7427 authorized an amendment to a lease agreement with American Tower L.P. at 5572 W. Airways Avenue for \$21,000 per year. Since that time, American tower has proceeded with approvals for the improvements. To facilitate the improvements, new easements are needed to run the underground infrastructure to the tower site.

ANALYSIS

Staff has no objections to the proposed 8-foot wide utility easement that is adjacent to existing easements for underground infrastructure to the tower site.

FISCAL NOTE

Not applicable. City is receiving \$21,000 per year for the expanded lease at the tower site.

OPTIONS

- A. Sign the easement. Or,
- B. Refer back to Staff with further direction.

COUNCIL ACTION REQUESTED

(OPTION A) Motion to approve Resolution 2019-_____ a resolution to execute an easement agreement with American Tower, L.P. at 5572 W. Airways Avenue pending legal review and any technical corrections.

ENG-GM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

RESOLUTION TO SIGN AN EASEMENT AGREEMENT WITH
AMERICAN TOWER L.P. AT 5572 W. AIRWAYS AVENUE

WHEREAS, the City has an antenna/tower with several tenants located at 5572 W. Airways Avenue; and

WHEREAS, Resolution 2018-7427 authorized an amendment to a lease agreement with American Tower L.P at 5572 W. Airways Avenue; and

WHEREAS, an easement is needed to accommodate underground infrastructure to proposed changes included in the amended lease agreement .

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, to execute an easement agreement with American tower, L.P. at 5572 W. Airways Avenue.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Site Name/Site #: 50469 Nike – ATC Verizon CRAN
Date:

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”), made this _____ day of _____, 20____, by and between **City of Franklin, Wisconsin** (“Grantor”) and **American Tower, L.P., a Delaware limited partnership** (“Grantee”).

For and in consideration of the sum of One and No/100 Dollar (\$1.00) and other good and valuable consideration, and in consideration of the covenants and agreements hereinafter set forth, Grantor, their successors and assigns, do hereby grant and convey to Grantee, its lessees, successors and assigns, the following easement over, under and across property located in the City of Franklin, County of Milwaukee, State of Wisconsin and identified as Parcel No. 8999990068, which property is owned by Grantor, for utility service as more fully described in Exhibit “A” attached hereto.

Grantee is hereby given the right to enter upon the property for utility service to Grantee’s facility, together with the right to maintain said land.

Grantor warrants that there are no encumbrances against the subject property which would in any way affect the rights granted to Grantee under this Agreement.

Grantee has the right to assign this Agreement and the easement herein created and the covenants, terms, conditions, provisions and undertakings in this Agreement shall extend to and be binding upon the lessees, successors and assigns, of the respective parties hereto as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also

to the lessees, successors and assigns, of such party, as if in each and every case so expressed.

This document expresses the entire agreement between the parties and it shall for the benefit of both parties, their lessees, successors and assigns, and the parties on both sides agree to be legally bound by it.

IN WITNESS WHEREOF, this Grant of Easement has been executed and delivered as of the day and year first above written.

GRANTOR:

City of Franklin, Wisconsin

By : _____
Name: _____
Title : _____
Date : _____

GRANTEE:

American Tower L.P., a Delaware Limited Partnership

By : _____
Name: _____
Title: _____
Date : _____

STATE OF WISCONSIN

:

SS:

COUNTY OF MILWAUKEE

:

:

ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, personally appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is the authorized representative and signatory of Grantor in the above Easement Agreement and that said instrument was signed by Grantor and he/she acknowledged said instrument to be his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state of the day and year last above written.

Sworn to and subscribed before me
this _____ day of _____,
_____.

Notary Public

My Commission Expires:

Exhibit "A"

The Easement is legally described more particularly below:

A part of Parcel Two (2) of Certified Survey Map No. 6167 as recorded in Reel 3673 as Images 897 to 899 of Milwaukee County Records, being located in the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section Twenty-Six (26), Township Five (5) North, Range Twenty-One (21) East, City of Franklin, Milwaukee County, Wisconsin containing 2,810 square feet (0.065 acres) of land and being Four (4) feet each side of and parallel with the following described line:

Commencing at the West Quarter Corner of said Section 26; thence N88°-31'-27"E 956.51 feet along the south line of the NW1/4 of said Section 26; thence N01°-28'-33"W 651.59 feet to a point on the north line of W. Airways Avenue and the point of beginning; thence N00°-04'-22"E 245.05 feet; thence N88°-22'-14"E 106.25 feet to the point of termination. The side lot lines of said easement are to be shortened or lengthened to terminate on said north line of W. Airways Avenue.

The Easement is depicted below:

[PLEASE SEE ATTACHED SURVEY DOCUMENT LAST REVISED 8-19-2019]

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APPROVAL <i>slw</i> <i>pk</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE June 4, 2019
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE APPROPRIATIONS FOR A NEEDS ANALYSIS TO EXPAND THE PUBLIC WORKS FACILITY	ITEM NUMBER <i>G.10.</i>

Background

The City Engineer and Public Works Superintendent are proposing a needs analysis for an expansion of vehicle storage space at the Highway Building.

Analysis

To much of the City's Highway vehicle fleet is regularly stored in the elements. This storage method reduces the service life of the equipment and can increase the needs for routine maintenance. The Highway Superintendent is requesting a needs analysis and concept design to address this issue.

Recommendation

The proposed budget amendment would repurpose \$20,000 of Contingency Capital Improvement Appropriations for such a needs analysis.

COUNCIL ACTION REQUESTED

Motion adopting an Ordinance to amend Ordinance 2018-2345, an Ordinance adopting the 2019 annual budgets for the Capital Improvement Fund to provide appropriations for a needs analysis to expand the public works facility

Roll Call Vote Required

STATE OF WISCONSIN; CITY OF FRANKLIN; MILWAUKEE COUNTY

ORDINANCE NO. 2019 _____

AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CAPITAL IMPROVEMENT FUND TO PROVIDE APPROPRIATIONS FOR A NEEDS ANALYSIS TO EXPAND THE PUBLIC WORKS FACILITY

WHEREAS, the Common Council of the City of Franklin adopted the 2019 Annual Budgets for the City of Franklin on November 13, 2018; and

WHEREAS, the Capital Improvement Fund has available Contingency Appropriations to provide for a needs analysis to expand the Public Works facility; and

WHEREAS, any such expenditure is more appropriately classified within the financial records describing the expenditures purpose; and

WHEREAS, the Common Council believes such expenditure will reduce future taxpayer costs by extending the life of Highway equipment combined with reduced needless maintenance expenditures.

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

Section 1 That a 2019 Budget for the Capital Improvement Funds:

Capital Improvement Fund			
Engineering Services	Highway	Increase	\$20,000
General Contingency		Decrease	\$20,000

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

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 ___

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE September 3, 2019
REPORTS & RECOMMENDATIONS	RESOLUTION FOR A PROFESSIONAL SERVICE AGREEMENT WITH GRAEF FOR A PHASE 1- NEEDS ANALYSIS AND CONCEPT DESIGN ON DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS (7979 W. RYAN ROAD) FOR \$20,000	ITEM NUMBER <i>G.11.</i>

BACKGROUND

The Department of Public Works (DPW) currently over-parks equipment within the drive aisles of the existing DPW building and keeps many other pieces of equipment outside. Other storage and activities are performed in inadequate facilities- such as the sign shop. There is a need for an expansion to the existing DPW building or adding another heated structure behind the current building. However, Staff does not have a good budget for construction and needs some assistance on programming the ultimate needs and determining a budget.

ANALYSIS

GRAEF has experience in performing needs analyses for other municipal DPW operations and has an existing working relationship with Franklin. Staff has met with GRAEF and discussed a scope of services that would meet the needs of the DPW.

A lump sum contract for \$20,000 has been reviewed and negotiated by Staff and is appropriate for the level of activity. If a notice to proceed is authorized at the September 3, 2019, Common Council meeting, a final report is expected to be received on or before December 6, 2019.

OPTIONS

- A. Authorize GRAEF to proceed with a needs analysis and concept design for DPW; or
- B. Refer back to Staff with additional direction.

FISCAL NOTE

The 2019 Highway Capital Improvement Fund requires a budget amendment to provide appropriations for this project. There are sufficient funds within the Highway Capital Improvement Fund and a budget amendment agenda item appears elsewhere on the agenda.

COUNCIL ACTION REQUESTED

(OPTION A) Resolution 2019-_____ a resolution for a professional service agreement with GRAEF for a Phase 1- Needs Analysis and Concept Design on Department of Public Works facility improvements (7979 W. Ryan Road) for \$20,000.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2019- _____

RE RESOLUTION FOR A PROFESSIONAL SERVICE AGREEMENT WITH GRAEF
FOR A PHASE 1- NEEDS ANALYSIS AND CONCEPT DESIGN ON
DEPARTMENT OF PUBLIC WORKS FACILITY IMPROVEMENTS
(7979 W. RYAN ROAD) FOR \$20,000

WHEREAS, the City of Franklin Department of Public Works (DPW) has outgrown the existing facilities at 7979 W. Ryan Road where equipment storage and operations are occurring outdoors or in inadequate facilities; and

WHEREAS, DPW Staff needs assistance in determining ultimate needs and budgeting for an adequate expansion or new construction; and

WHEREAS, GRAEF is a qualified architectural/engineering firm that has experience providing similar services for other municipal DPW operations.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that GRAEF be authorized a notice to proceed on a professional service agreement for a phase 1- Needs Analysis and Concept Design on the Department of Public Works facility improvements for \$20,000.

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

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

AGREEMENT

between

the City of Franklin

and

Graef-USA Inc.

For

Professional Architectural and Engineering Services

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Graef-USA Inc. (hereinafter "CONSULTANT"), whose principal place of business is One Honey Creek Corporate Center, 125 S. 84th Street, Suite 401, Milwaukee, WI 53214.

WITNESSETH

WHEREAS, the CONSULTANT is duly qualified and experienced as a municipal services consultant 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 CONSULTANT to provide a needs analysis and concept design for an additional building at the Public Works yard, as described in **Attachment A**;

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for a needs analysis and concept design for an additional building at the Public Works yard, as described in CONSULTANT's proposal to CLIENT dated August 12, 2019, annexed hereto and incorporated herein as **Attachment A**.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subCONSULTANTS when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT.
- C. CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subCONSULTANTS to, CONSULTANT 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 CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT 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 CONSULTANT, for and in consideration of the performance of Basic Services further described in **Attachment A**, for a Lump Sum Fee of **\$20,000.00**, subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of **\$20,000.00**. 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 CONSULTANT 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 CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT 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 CONSULTANT 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, CONSULTANT shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONSULTANT. Should any such actual changes be made, an equitable adjustment will be made to compensate CONSULTANT or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONSULTANT for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONSULTANT of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. _____ will coordinate the work of the CONSULTANT, 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 CONSULTANT with all available information concerning PROJECT as deemed necessary by CONSULTANT.
- C. CONSULTANT will appoint, subject to the approval of CLIENT, Michael N. Paulos, PE CONSULTANT'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 CONSULTANT. This AGREEMENT may be terminated by CONSULTANT upon thirty (30) days written notice. Upon such termination by CLIENT, CONSULTANT shall be entitled to payment of such amount as shall fairly compensate CONSULTANT 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, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONSULTANT 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 CONSULTANT 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	\$1,000,000
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, CONSULTANT 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, CONSULTANT 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 CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT'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, CONSULTANT'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 CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT'S negligence bears to the total negligence of CLIENT, CONSULTANT, 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 CONSULTANT and CONSULTANT'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

CONSULTANT shall commence work immediately having received a Notice to Proceed from CLIENT on or before September 4, 2019 and complete project on or before as of December 6, 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.

X. RECORDS RETENTION

CONSULTANT 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 CONSULTANT 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 CONSULTANT under this AGREEMENT shall be in compliance with applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONSULTANT 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. CONSULTANT warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONSULTANT. 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 CONSULTANT 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

GRAEF-USA INC.

BY: 

BY: _____
Stephen R. Olson, Mayor

PRINT NAME: Michael N. Paulos

TITLE: Principal

DATE: _____

DATE: August 12, 2019

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: _____



One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

collaborāte / formulāte / innovāte

ATTACHMENT A

August 12, 2019

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

Subject: **Department of Public Works Facility Improvements
Phase I - Needs Analysis and Concept Design
Professional Services Agreement**

Dear Mr. Morrow:

Per your request, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for services the City of Franklin (Client). An executed copy of this proposal will become our Agreement.

This proposal is for professional services for performing a Needs Analysis for an additional building at the Public Works Facility campus. This proposal is subject to GRAEF's Terms and Conditions, a copy of which is attached and incorporated by reference. For this project, GRAEF proposes to provide the following Basic Services:

- Interview DPW staff (1 meeting)
- Public Works Committee meeting attendance (1 meeting)
- Code research
- Review large equipment detailed list provided by City
- Develop program
- Develop 2 concept plans
 - Existing building with addition
 - New building adjacent to existing building
- Develop schematic site plan (1)
- Progress meetings with DPW staff (1 meeting)
- Develop description of the proposed exterior
- Prepare opinion of probable cost of new building by Moore Construction Services, LLC. Neither GRAEF nor Client has any control over the costs of labor, materials or equipment, over contractors' methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, GRAEF cannot and does not warrant or represent that bids or negotiated prices will not vary from any projected or established budgetary constraints.



- Prepare memo of findings

For this project, it is our understanding Client will provide the following services, items and/or information:

- Provide the existing building floor plans
- Provide detailed equipment list and sizes
- Provide existing topographic survey in electronic format
- Provide venue for meetings and invite appropriate staff

GRAEF will endeavor to perform the proposed additional services per the following schedule:

- | | |
|---------------------|-------------------|
| • Notice to Proceed | September 4, 2019 |
| • Draft Report | November 8, 2019 |
| • Final Report | December 6, 2019 |

At your written request, GRAEF will provide the following Additional Services for additional compensation as detailed below:

- Field verify and measure DPW equipment
- Review of the existing DPW building
- Reallocating space of the existing DPW building
- Perform topographic survey
- Additional concept plans
- Additional meeting attendance
- Perform wetland delineation
- Perform Phase I Environmental Work
- Prepare preliminary stormwater requirements

For all Basic Services, Client agrees to compensate GRAEF \$20,000.00 on a lump sum basis including reimbursable expenses. For all Additional Services, Client agrees to compensate GRAEF on an hourly basis of personnel assigned.

To accept this proposal, please sign and date both enclosed copies and return one to us. Upon receipt of an executed copy, GRAEF will commence work on the Project.

Graef-USA Inc. looks forward to providing services to the City of Franklin.



collaborāte / formulāte / innovāte

Sincerely,
Graef-USA Inc.

Michael N. Paulos, P.E.
Principal

Accepted by: City of Franklin

Steve Olson, Mayor

Date: _____

Sandy Wesolowski, Clerk

Date: _____

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney

Date: _____

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<p>APPROVAL <i>slw</i> <i>PAR</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE Sept 3, 2019</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>July, 2019 Monthly Financial Report</p>	<p>ITEM NUMBER <i>G.12.</i></p>

Background

The July, 2019 Financial Report is attached.

The Finance Committee has not reviewed this report as they did not meet in August.

Please note that certain interfund advances will occur in Sept/Oct/Nov 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 maybe advanced from other funds until Debt Proceeds are available, currently planned for early Dec 2019.

Highlights of the report are contained in the transmittal memo.

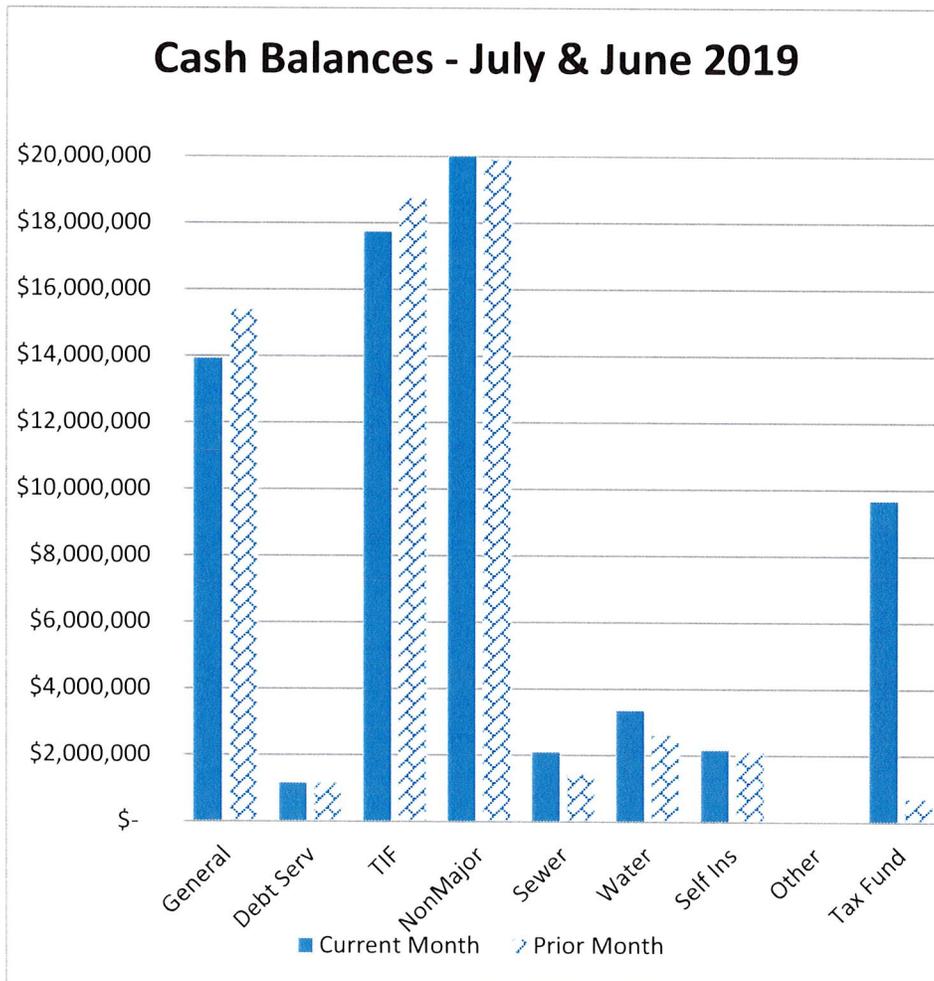
The Finance Director will be on hand to answer any questions.

COUNCIL ACTION REQUESTED

Motion to Receive and place on file

Date: August 16, 2019
 To: Mayor Olson, Common Council and Finance Committee Members
 From: Paul Rotzenberg, Director of Finance & Treasurer
 Subject: July, 2019 Financial Report

The July, 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 Benefit Trust Fund are attached.



The budget allocation is completed using an average of the last five years actual spending against the Original Budget, amendments to the 2019 budget are included from the Year To Date budget allocation. 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 a portion of 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.

July, 2019

Financial report

Cash & Investments in the General Governmental Funds totaling \$52.8 million decreased \$2.4 million since last month. The payments from TID funds for infrastructure in TID5 and Grants in TID3 are the principal disbursements. The large increase in the Tax Fund represents the final collections of Property taxes, the State School Levy credit.

GENERAL FUND revenues of \$20.8 million are \$0.7 million greater than budget. Tax collections are slightly faster and higher than prior years. Collection of Engineering inspection fees have generated \$286,000 more than budget (as the 2019 budget understated expected revenues). Investment income is also \$230,000 over budget related to increased interest rates. The 2020 Budget anticipated a general increase in fine & penalties. That has not happened yet.

Year to Date expenditures of \$14.6 million are on budget. Expenditure items of note are:

- The Public Works Year to date budget includes Engineering Professional fees for inspections. That was not considered when the 2019 budget was adopted. There are offsetting revenues for this \$320,000. The carryover of the 2018 salt purchase to 2019 is also impacting Public Works expenditures.
- The contingency expenditure represents the web site design project.

An \$6.1 million surplus is \$739,000 greater than budget. That surplus is nearly all added revenues rather than expense reductions. The \$214,000 tax revenue portion of the excess revenues will disappear by year's end.

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 – The City has five active TID's.

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

TID4 – The 2019 increment was collected and payments are being made on the Engineering contract. Not all of the engineering contract is expected to be completed.

TID5 – The 2019 Increment was collected. In February the TID borrowed \$10.6 million to make a \$10 million note payment. Developer draws continue to be paid. Total expenditures on the infrastructure are \$19.7 million. Details of those expenditures at attached.

TID6 – The TID borrowed \$6 million to finance developer project costs this summer. A second borrowing will be needed to meet commitments to the Developer. No infrastructure expenditures have been made at this time. The project is running later than expected.

TID7 – was created in May, 2019 to support the apartment project at Ballpark Commons. Formation expenditures are the only activity to date.

SOLID WASTE FUND – Activity is occurring as budgeted. Tipping fees tend to run a month late.

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. Due to the uncertainty of that increase, several contingencies were established in the Capital fund expenditures until a clearer picture of landfill siting revenues was known. Receipts thru July 31 total \$1,198,000, 185% more than last year at this time.

CAPITAL OUTLAY FUND – tax revenues are in line with budget. Landfill siting revenue is materializing as budgeted. No transfer in from General Fund is currently expected.

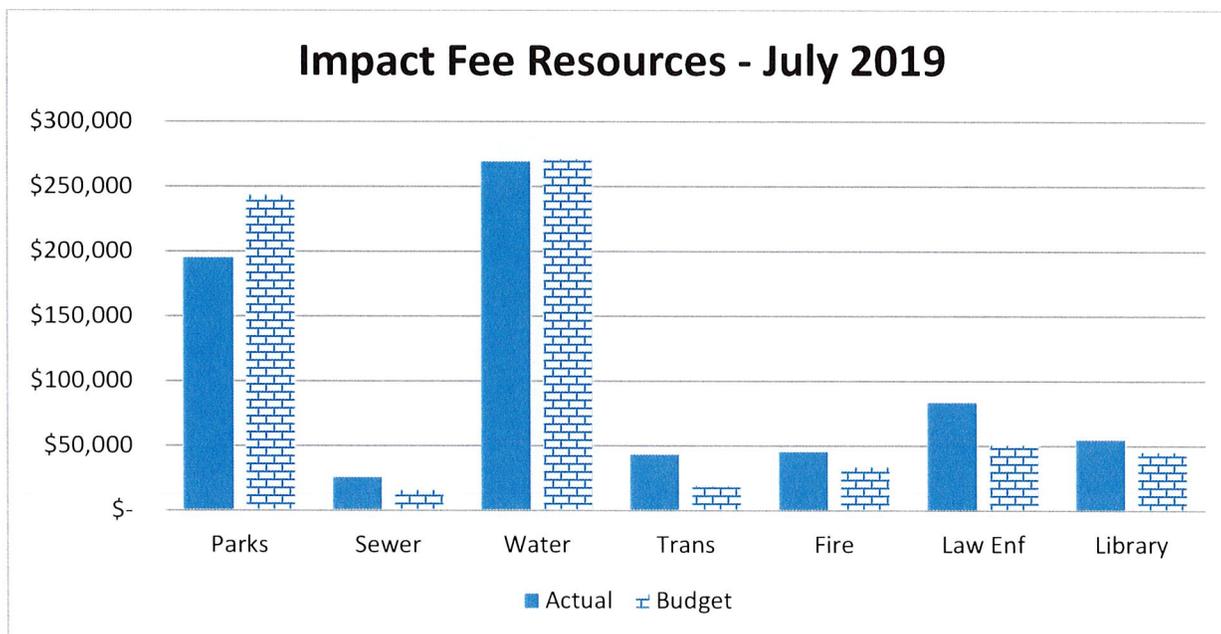
The Police have ordered several of the planned vehicles. A \$26,000 text 2-911 project initiated in 2016 has numerous technical delays. The Fire Dept has completed the thermal imaging project. Highway has completed the Router replacement. Parks completed the recently approved lawn mower purchase.

EQUIPMENT REPLACEMENT FUND – Revenues are in line with budget. The last of the 2018 projects were completed. The Fire Dept has placed the \$633,000 Purchase Order for the fire engine replacement. Highway has not placed the order for the wheel loader as yet.

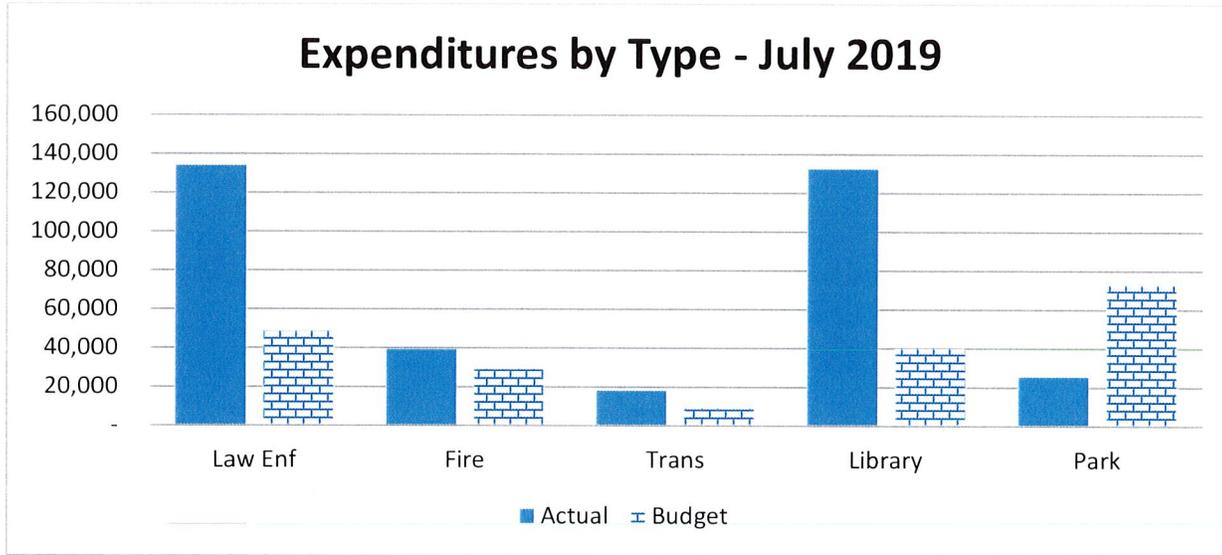
STREET IMPROVEMENT FUND – State General Transportation Aids were placed in this fund as opposed to 2018 when tax levy was placed here. Landfill siting revenue is arriving faster than prior years. The 2019 program is nearly complete. Costs were less than budget.

CAPITAL IMPROVEMENT FUND – Landfill siting revenue is being allocated differently than in prior years, which accounts for the reduced revenue in 2019 compared to budget. The \$1,057,000 of Public Works expenditures represent the commitments made on the Rawson Homes storm sewer project. Purchase commitments have been made on the City Hall HVAC & roof project and the Pleasant View Park Pavilion. A debt issue will be needed in this fund to provide all the resources needed.

DEVELOPMENT FUND - The large Water Impact fee was collected on the Ballpark Common's Routine Field permit. Impact fee collections are now approximately on budget, but will spike up as the next series of Ballpark Common's development permits are pulled.



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 will be 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 August 2019, should qualifying park expenditures utilizing fees not occur prior to then, rebates will begin.

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 June, 2019, there are \$4.3 million of Park and \$1.8 million of Water Impact fees on hand. All other fee types total \$370,000.

UTILITY DEVELOPMENT FUND – A large deferred assessment was paid in January.

SELF INSURANCE FUND – Revenues of \$1.9 million are 11% below budget, as participation in the plan decreased as a result of the revised health insurance program.

Total operating costs including Health Savings Account contributions are \$1.693 million (16% below budget).

A \$199,000 surplus thru July is on budget and better than last year. Generally, current performance of this fund is favorable.

RETIREE HEALTH FUND – Insurance results are much better than 2018. The additional participant contributions are a function of higher participant premium rates and greater participation. Medical claims are off to a much slower start than 2018, generating an insurance surplus. These results can quickly change depending upon group activity.

Investment results are more volatile in 2019 than recent years. Thru July, investment results have generated \$736,000 in gains, with total investments now exceeding \$6 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
July 31, 2019

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Fidelity Investments	Total	Prior Month Total
General Fund	\$ 2,535,457	\$ 2,592,655	\$ 5,639,407	\$ 3,153,733	\$ -	\$ 13,921,252	\$ 15,407,449
Debt Service Funds	31,655	589,502	533,458	-	-	1,154,615	1,153,661
TIF Districts	(46,799)	15,099,982	2,680,394	-	-	17,733,577	18,763,829
Nonmajor Governmental Funds	762,144	10,189,004	9,075,296	-	-	20,026,445	19,897,116
Total Governmental Funds	3,282,458	28,471,143	17,928,555	3,153,733	-	52,835,889	55,222,054
Sewer Fund	5,301	2,081,550	-	-	-	2,086,851	1,433,732
Water Utility	2,185	2,925,264	415,393	-	-	3,342,842	2,607,063
Self Insurance Fund	17,944	326,299	1,814,111	-	-	2,158,354	2,105,112
Other Designated Funds	13,132	-	-	-	-	13,132	19,330
Total Other Funds	38,561	5,333,113	2,229,504	-	-	7,601,178	6,165,237
Total Pooled Cash & Investments	3,321,019	33,804,256	20,158,059	3,153,733	-	60,437,067	61,387,291
Retiree Health Fund	142,419	-	-	-	6,075,196	6,217,615	6,162,506
Property Tax Fund	(547,453)	10,213,774	-	-	-	9,666,321	704,059
Total Trust Funds	(405,034)	10,213,774	-	-	6,075,196	15,883,936	6,866,565
Grand Total Cash & Investments	2,915,985	44,018,030	20,158,059	3,153,733	6,075,196	76,321,003	68,253,856
Average Rate of Return		2.37%	1.68%	2.38%			
Maturities:							
Demand	2,915,985	44,018,030	52,789	3,153,733	509,669	50,650,206	42,585,856
Fixed Income & Equities	-	-	-	-	4,102,286	4,102,286	4,066,637
2019 - Q3	-	-	998,719	-	-	998,719	997,852
2019 - Q4	-	-	1,994,670	-	-	1,994,670	1,992,926
2020 - Q1	-	-	1,037,555	-	-	1,037,555	1,037,463
2020 - Q2	-	-	993,777	-	-	993,777	993,798
2020 - Q3	-	-	-	-	-	-	-
2020	-	-	4,502,630	-	173,043	4,675,673	4,681,094
2021	-	-	8,021,693	-	326,163	8,347,856	8,368,758
2022	-	-	2,556,226	-	171,477	2,727,703	2,735,766
2023	-	-	-	-	176,190	176,190	176,610
2024	-	-	-	-	204,470	204,470	204,551
2025	-	-	-	-	206,827	206,827	207,152
2026	-	-	-	-	205,071	205,071	205,392
	2,915,985	44,018,030	20,158,059	3,153,733	6,075,196	76,321,003	68,253,856

City of Franklin
2019 Financial Report
General Fund Summary
For the Seven months ended July 31, 2019

Revenue	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 18,139,675	\$ 18,139,675	\$ 15,521,871	\$ 15,736,507	\$ 214,636
Other Taxes	686,800	686,800	237,533	290,021	52,488
Intergovernmental Revenue	1,736,127	1,736,127	1,092,012	1,052,737	(39,275)
Licenses & Permits	1,038,990	1,038,990	672,412	701,065	28,653
Law and Ordinance Violations	546,000	546,000	349,376	256,661	(92,715)
Public Charges for Services	2,056,950	2,056,950	1,125,418	1,411,207	285,789
Intergovernmental Charges	207,500	207,500	92,057	124,950	32,893
Investment Income	265,000	265,000	154,583	384,850	230,267
Miscellaneous Revenue	162,150	162,150	102,113	125,409	23,296
Transfer from Other Funds	1,109,250	1,139,875 A	679,297	701,625	22,328
Total Revenue	\$ 25,948,442	\$ 25,979,067	\$ 20,026,672	\$ 20,785,032 103.79%	\$ 758,360

Expenditures	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,200,440	\$ 3,239,416 A	\$ 1,981,931	\$ 1,786,852 E	\$ 195,079
Public Safety	17,784,187	17,771,999 A	10,022,023	9,974,817 E	47,206
Public Works	3,571,132	3,701,736 A	1,903,161	2,273,400 E	(370,239)
Health and Human Services	750,797	740,862 A	394,585	332,280	62,305
Other Culture and Recreation	182,702	184,243 A	99,228	96,741	2,487
Conservation and Development	640,776	738,514 A	400,271	358,512 E	41,759
Contingency and Unclassified	2,069,728	1,826,304 A	6,175	27,396 E	(21,221)
Anticipated underexpenditures	(375,320)	(317,444) A	(185,176)	-	(185,176)
Transfers to Other Funds	274,000	282,100 A	17,866	21,100	(3,234)
Encumbrances	-	-	-	(211,671)	211,671
Total Expenditures	\$ 28,098,442	\$ 28,167,730	\$ 14,640,064	\$ 14,659,427 100.13%	\$ (19,363)
Excess of revenue over (under) expenditures	(2,150,000)	(2,188,663)	<u>\$ 5,386,608</u>	6,125,605	<u>\$ 738,997</u>
Fund balance, beginning of year	7,336,277	7,336,277		7,336,277	
Fund balance, end of period	<u>\$ 5,186,277</u>	<u>\$ 5,147,614</u>		<u>\$ 13,461,882</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
July 31, 2019 and 2018**

	<u>2019 Special Assessment</u>	<u>2019 Debt Service</u>	<u>2019 Total</u>	<u>2018 Special Assessment</u>	<u>2018 Debt Service</u>	<u>2018 Total</u>
Assets						
Cash and investments	\$ 734,483	\$ 420,132	\$ 1,154,615	\$ 675,810	\$ 60,989	\$ 736,799
Special assessment receivable	58,474	-	58,474	83,018	-	83,018
Total Assets	<u>\$ 792,957</u>	<u>\$ 420,132</u>	<u>\$ 1,213,089</u>	<u>\$ 758,828</u>	<u>\$ 60,989</u>	<u>\$ 819,817</u>
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 58,474	\$ -	\$ 58,474	\$ 83,018	\$ -	\$ 83,018
Unassigned fund balance	734,483	420,132	1,154,615	675,810	60,989	736,799
Total Liabilities and Fund Balance	<u>\$ 792,957</u>	<u>\$ 420,132</u>	<u>\$ 1,213,089</u>	<u>\$ 758,828</u>	<u>\$ 60,989</u>	<u>\$ 819,817</u>

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

	<u>2019 Special Assessment</u>	<u>2019 Debt Service</u>	<u>2019 Year-to-Date Actual</u>	<u>2019 Amended Budget</u>	<u>2018 Special Assessment</u>	<u>2018 Debt Service</u>	<u>2018 Year-to-Date Actual</u>
Revenue							
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	14,420	8,384	22,804	-	410	2,561	2,971
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	<u>20,149</u>	<u>1,308,384</u>	<u>1,328,533</u>	<u>1,300,000</u>	<u>51,859</u>	<u>1,302,561</u>	<u>1,354,420</u>
Expenditures:							
Debt Service:							
Principal	-	1,405,000	1,405,000	1,405,000	-	1,339,008	1,339,008
Interest	-	74,256	74,256	134,138	-	65,634	65,634
Bank Fees	-	800	800	1,050	-	-	-
Total expenditures	<u>-</u>	<u>1,480,056</u>	<u>1,480,056</u>	<u>1,540,188</u>	<u>-</u>	<u>1,404,642</u>	<u>1,404,642</u>
Transfers in	-	323,419	323,419	240,188	-	111,999	111,999
Transfers out	-	-	-	-	(60,000)	-	(60,000)
Net change in fund balances	<u>20,149</u>	<u>151,747</u>	<u>171,896</u>	<u>-</u>	<u>(8,141)</u>	<u>9,918</u>	<u>1,777</u>
Fund balance, beginning of year	714,334	268,385	982,719	982,719	683,951	51,071	735,022
Fund balance, end of period	<u>\$ 734,483</u>	<u>\$ 420,132</u>	<u>\$ 1,154,615</u>	<u>\$ 982,719</u>	<u>\$ 675,810</u>	<u>\$ 60,989</u>	<u>\$ 736,799</u>

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

<u>Assets</u>	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
Cash & investments	\$ 3,293,231	\$ 4,262,094	\$ 3,602,444	\$ 6,583,737	\$ (7,929)	\$ 17,733,577
Total Assets	<u>\$ 3,293,231</u>	<u>\$ 4,262,094</u>	<u>\$ 3,602,444</u>	<u>\$ 6,583,737</u>	<u>\$ (7,929)</u>	<u>\$ 17,733,577</u>
<u>Liabilities and Fund Balance</u>						
Accounts payable	\$ 833,343	\$ 7,844	\$ 14,169	\$ 1,000	\$ 1,842	\$ 858,198
Accrued liabilities	865,135	-	-	-	-	865,135
Due to other funds	-	-	-	-	-	-
Advances from other funds	-	-	-	13,000	-	13,000
Total Liabilities	<u>1,698,478</u>	<u>7,844</u>	<u>14,169</u>	<u>14,000</u>	<u>1,842</u>	<u>1,736,333</u>
Assigned fund balance	1,594,763	4,254,250	3,588,275	6,569,737	(9,771)	15,997,254
Total Liabilities and Fund Balance	<u>\$ 3,293,241</u>	<u>\$ 4,262,094</u>	<u>\$ 3,602,444</u>	<u>\$ 6,583,737</u>	<u>\$ (7,929)</u>	<u>\$ 17,733,587</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2019**

<u>Revenue</u>	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
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 income	81,127	78,650	83,573	60,506	-	303,856
Bond proceeds	3,001,886	-	10,600,102	6,638,320	-	20,240,308
Total revenue	<u>4,680,172</u>	<u>1,233,047</u>	<u>10,714,749</u>	<u>6,698,826</u>	<u>-</u>	<u>23,326,794</u>
<u>Expenditures</u>						
Debt service interest & fees	\$ 16,201	\$ -	\$ 10,428,009	\$ 109,100	\$ -	\$ 10,553,310
Administrative expenses	97,408	24,053	25,246	4,130	1,162	151,999
Professional services	-	137,149	102,171	3,671	8,609	251,600
Capital outlays	-	714,802	5,292,426	-	-	6,007,228
Development incentive & obligation payment	3,625,323	-	-	-	-	3,625,323
Encumbrances	-	(805,748)	(35,863)	(1,156)	-	(842,767)
Total expenditures	<u>3,738,932</u>	<u>70,256</u>	<u>15,811,989</u>	<u>115,745</u>	<u>9,771</u>	<u>19,746,693</u>
Revenue over (under) expenditures	941,240	1,162,791	(5,097,240)	6,583,081	(9,771)	3,580,101
Fund balance, beginning of year	653,523	3,091,459	8,685,515	(13,344)	-	12,417,153
Fund balance, end of period	<u>\$ 1,594,763</u>	<u>\$ 4,254,250</u>	<u>\$ 3,588,275</u>	<u>\$ 6,569,737</u>	<u>\$ (9,771)</u>	<u>\$ 15,997,254</u>

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

<u>Assets</u>	2019	2018
Cash & investments	\$ 3,293,231	\$ 1,959,759
Total Assets	<u>\$ 3,293,231</u>	<u>\$ 1,959,759</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 833,333	\$ 45
Accrued liabilities	865,135	1,323,600
Total Liabilities	<u>1,698,468</u>	<u>1,323,645</u>
Assigned fund balance	<u>1,594,763</u>	<u>636,114</u>
Total Liabilities and Fund Balance	<u>\$ 3,293,231</u>	<u>\$ 1,959,759</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 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
Revenue					
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	477,206	482,476	464,931
Investment income	25,000	25,000	16,471	81,127	15,334
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>5,174,577</u>	<u>4,680,172</u>	<u>1,861,456</u>
Expenditures					
Debt service principal	-	-	-	-	985,000
Debt service interest & fees	111,500	111,500	85,875	16,201	15,084
Administrative expenses	113,350	213,350	66,138	97,408	30,063
Interfund interest	-	-	-	-	74
Capital outlays	-	984,323	-	-	998
Development incentive & obligation payments	4,589,265	4,589,265	2,677,071	3,625,323	109,000
Total expenditures	<u>4,814,115</u>	<u>5,898,438</u>	<u>2,829,084</u>	<u>3,738,932</u>	<u>1,140,219</u>
Revenue over (under) expenditures	371,616	(712,707)	<u>\$ 2,345,493</u>	941,240	721,237
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>\$ 1,594,763</u>	<u>\$ 636,114</u>

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

<u>Assets</u>	2019	2018
Cash & investments	\$ 4,262,094	\$ 3,612,892
Total Assets	<u>\$ 4,262,094</u>	<u>\$ 3,612,892</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 7,844	\$ 45
Total Liabilities	<u>7,844</u>	<u>45</u>
Assigned fund balance	4,254,250	3,612,847
Total Liabilities and Fund Balance	<u>\$ 4,262,094</u>	<u>\$ 3,612,892</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 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
Revenue					
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	17,700	21,414	16,195
Investment income	20,000	20,000	11,667	78,650	18,030
Bond proceeds	5,000,000	5,000,000	-	-	-
Total revenue	<u>6,196,100</u>	<u>6,196,100</u>	<u>1,185,767</u>	<u>1,233,047</u>	<u>1,226,509</u>
Expenditures					
Debt service interest & fees	188,750	188,750	66,354	-	-
Administrative expenses	10,350	10,350	6,038	24,053	4,394
Professional services	29,500	161,724	17,208	137,149	66,460
Capital outlay	8,000,000	8,714,802	4,666,667	714,802	1,201,850
Encumbrances	-	-	-	(805,748)	(1,253,043)
Total expenditures	<u>8,228,600</u>	<u>9,075,626</u>	<u>4,756,267</u>	<u>70,256</u>	<u>19,661</u>
Revenue over (under) expenditures	(2,032,500)	(2,879,526)	<u>\$ (3,570,500)</u>	1,162,791	1,206,848
Fund balance, beginning of year	<u>3,091,459</u>	<u>3,091,459</u>	2,038,400	<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>\$ 4,254,250</u>	<u>\$ 3,612,847</u>	

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

<u>Assets</u>	2019	2018
Cash & investments	\$ 3,602,444	\$ 18,274,197
Total Assets	<u>\$ 3,602,444</u>	<u>\$ 18,274,197</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 14,169	\$ -
Due to other funds	-	29,694
Interfund advance from Development Fund	-	75,000
Total Liabilities	<u>14,169</u>	<u>104,694</u>
Assigned fund balance	<u>3,588,275</u>	<u>18,169,503</u>
Total Liabilities and Fund Balance	<u>\$ 3,602,444</u>	<u>\$ 18,274,197</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2019 and 2018

	2019	2019	2019	2019	2018
	Annual	Amended	Year-to-Date	Year-to-Date	Year-to-Date
	Budget	Budget	Budget	Actual	Actual
Revenue					
General property tax levy	\$ 31,500	\$ 31,500	\$ 18,375	\$ 30,951	\$ 30,500
State exempt aid	400	400	233	123	-
Investment income	25,000	25,000	14,584	83,573	64,508
Bond proceeds	10,000,000	10,000,000	5,833,333	10,600,102	23,415,111
Total revenue	<u>10,056,900</u>	<u>10,056,900</u>	<u>5,866,525</u>	<u>10,714,749</u>	<u>23,510,119</u>
Expenditures					
Debt service interest & fees	10,875,810	10,875,810	10,399,423	10,428,009	110,143
Administrative expenses	20,700	20,700	70,408	25,246	27,155
Professional services	10,000	124,279	72,496	102,171	62,473
Capital outlay	-	4,000,000	2,333,333	5,292,426	5,041,401
Development incentive & obligation payments	4,000,000	4,000,000	2,333,333	-	27,849
Encumbrances	-	-	-	(35,863)	(27,279)
Total expenditures	<u>14,906,510</u>	<u>19,020,789</u>	<u>15,208,993</u>	<u>15,811,989</u>	<u>5,241,742</u>
Revenue over (under) expenditures	(4,849,610)	(8,963,889)	<u>\$ (9,342,468)</u>	(5,097,240)	18,268,377
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>\$ 3,588,275</u>	<u>\$ 18,169,503</u>

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

<u>Assets</u>	2019	2018
Cash & investments	\$ 6,583,737	\$ -
Total Assets	<u>\$ 6,583,737</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 1,000	\$ -
Advances from other funds	13,000	-
Total Liabilities	<u>14,000</u>	<u>-</u>
Assigned fund balance	6,569,737	-
Total Liabilities and Fund Balance	<u>\$ 6,583,737</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2019 and 2018

	2019	2019	2019	2019	2018
	Annual	Amended	Year-to-Date	Year-to-Date	Year-to-Date
	Budget	Budget	Budget	Actual	Actual
Revenue					
Investment income	\$ -	\$ 132,300	\$ 79,000	\$ 60,506	\$ -
Bond proceeds	-	9,837,382	6,137,000	6,638,320	-
Total revenue	<u>-</u>	<u>9,969,682</u>	<u>6,216,000</u>	<u>6,698,826</u>	<u>-</u>
Expenditures					
Debt service interest & fees	\$ -	\$ 195,375	\$ 52,000	\$ 109,100	\$ -
Administrative expenses	-	8,550	2,900	4,130	-
Professional services	-	26,156	-	3,671	-
Capital outlay	-	9,000,000	5,200,000	-	-
Encumbrances	-	-	-	(1,156)	-
Total expenditures	<u>-</u>	<u>9,230,081</u>	<u>5,254,900</u>	<u>115,745</u>	<u>-</u>
Revenue over (under) expenditures	-	739,601	<u>\$ 961,100</u>	6,583,081	-
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>\$ 6,569,737</u>	<u>\$ -</u>

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

<u>Assets</u>	2019	2018
Cash & investments	\$ (7,929)	\$ -
Total Assets	<u>\$ (7,929)</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 1,842	\$ -
Advances from other funds	-	-
Total Liabilities	<u>1,842</u>	<u>-</u>
Assigned fund balance	(9,771)	-
Total Liabilities and Fund Balance	<u>\$ (7,929)</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 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
Revenue					
Investment income	\$ -	\$ -	\$ -	\$ -	\$ -
Bond proceeds	-	240,000	-	-	-
Total revenue	<u>-</u>	<u>240,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenditures					
Debt service interest, fees, bond issuance	\$ -	\$ 153,208	\$ -	\$ -	\$ -
Administrative expenses	-	5,200	-	1,162	-
Professional services	-	-	-	8,609	-
Capital outlay	-	2,750,000	-	-	-
Encumbrances	-	-	-	-	-
Total expenditures	<u>-</u>	<u>2,908,408</u>	<u>-</u>	<u>9,771</u>	<u>-</u>
Revenue over (under) expenditures	-	(2,668,408)	<u>\$ -</u>	(9,771)	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>
Fund balance, end of period	<u>\$ -</u>	<u>\$ (2,668,408)</u>		<u>\$ (9,771)</u>	<u>\$ -</u>

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

<u>Assets</u>	2019	2018
Cash and investments	\$ 1,147,319	\$ 1,108,073
Accrued Receivables	438	-
Total Assets	<u>\$ 1,147,757</u>	<u>\$ 1,108,073</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 92,662	\$ 132,963
Accrued salaries & wages	458	430
Restricted fund balance	1,054,637	974,680
Total Liabilities and Fund Balance	<u>\$ 1,147,757</u>	<u>\$ 1,108,073</u>

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

Revenue	2019 Adopted Budget	2019 YTD Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Grants	\$ 69,000	69,000	\$ 68,858	\$ 68,984
User Fees	1,220,400	1,219,601	1,215,015	1,211,200
Landfill Operations-tippage	361,800	171,834	177,282	172,347
Investment Income	9,500	6,423	21,040	7,609
Sale of Recyclables	-	-	-	774
Total Revenue	<u>1,660,700</u>	<u>1,466,858</u>	<u>1,482,195</u>	<u>1,460,914</u>
Expenditures:				
Personal Services	16,931	9,253	7,523	7,734
Refuse Collection	713,750	415,802	414,882	404,368
Recycling Collection	380,720	221,957	230,100	224,628
Leaf & Brush Pickups	63,800	37,217	20,000	20,000
Tippage Fees	469,000	273,583	184,620	222,186
Miscellaneous	3,500	2,042	1,180	995
Printing	1,800	1,050	-	-
Total expenditures	<u>1,649,501</u>	<u>960,904</u>	<u>858,305</u>	<u>879,911</u>
 Revenue over (under) expenditures	 11,199	 <u>505,954</u>	 623,890	 581,003
 Fund balance, beginning of year	 <u>430,747</u>		 <u>430,747</u>	 <u>393,677</u>
 Fund balance, end of period	 <u>\$ 441,946</u>		 <u>\$ 1,054,637</u>	 <u>\$ 974,680</u>

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

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 712,853	\$ 592,361
Accrued Receivables	-	-
Total Assets	<u>\$ 712,853</u>	<u>\$ 592,361</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 31,039	\$ 68,867
Assigned fund balance	681,814	523,494
Total Liabilities and Fund Balance	<u>\$ 712,853</u>	<u>\$ 592,361</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 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	2,917	1,606	396
Landfill Siting	317,000	317,000	256,394	253,530	94,400
Investment Income	6,000	6,000	3,500	12,024	3,259
Miscellaneous Revenue	25,000	25,000	14,786	10,370	22,071
Transfers from Other Funds	250,000	250,000	187,500	-	101,000
Total Revenue	<u>1,055,800</u>	<u>1,055,800</u>	<u>917,897</u>	<u>730,330</u>	<u>671,626</u>
Expenditures:					
General Government	158,610	234,648	72,262	67,612	89,712
Public Safety	473,795	576,235	358,846	409,376	446,945
Public Works	34,020	42,020	19,870	51,617	48,067
Health and Human Services	1,020	1,020	595	1,006	-
Culture and Recreation	9,000	11,866	5,249	20,623	9,828
Conservation and Development	1,500	2,010	875	503	-
Contingency	50,000	34,190	34,190	-	6,525
Contingency - Pending Additional Consideration	100,000	100,000	44,088	-	-
Contingency - Restricted	250,000	250,000	-	-	-
Encumbrances	-	-	-	(77,178)	(99,905)
Transfers to Other Funds	-	-	-	-	-
Total expenditures	<u>1,077,945</u>	<u>1,251,989</u>	<u>535,975</u>	<u>473,559</u>	<u>501,172</u>
Revenue over (under) expenditures	(22,145)	(196,189)	<u>381,922</u>	256,771	170,454
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	<u>\$ 402,898</u>	<u>\$ 228,854</u>		<u>\$ 681,814</u>	<u>\$ 523,494</u>

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

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

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 3,149,680	\$ 2,769,614
Total Assets	\$ 3,149,680	\$ 2,769,614
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Assigned fund balance	3,149,680	2,769,614
Total Liabilities and Fund Balance	\$ 3,149,680	\$ 2,769,614

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 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>
Revenue:					
Property Taxes	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 350,000
Landfill	376,700	376,700	296,296	287,700	128,400
Investment Income	29,000	29,000	16,917	60,989	(189)
Property Sales	30,000	30,000	16,868	727	19,231
Total revenue	<u>610,700</u>	<u>610,700</u>	<u>505,081</u>	<u>524,416</u>	<u>497,442</u>
Expenditures:					
Public Safety	1,006,670	1,006,670	799,299	633,395	43,569
Public Works	190,000	210,431	107,081	20,431	249,684
Encumbrances	-	-	-	(633,395)	(253,610)
Total expenditures	<u>1,196,670</u>	<u>1,217,101</u>	<u>906,380</u>	<u>20,431</u>	<u>39,643</u>
Revenue over (under) expenditures	(585,970)	(606,401)	<u>(401,299)</u>	503,985	457,799
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>\$ 3,149,680</u>	<u>\$ 2,769,614</u>

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

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 1,083,578	\$ 1,061,008
Total Assets	<u>\$ 1,083,578</u>	<u>\$ 1,061,008</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 867,914	\$ 4,249
Assigned fund balance	215,664	1,056,759
Total Liabilities and Fund Balance	<u>\$ 1,083,578</u>	<u>\$ 1,061,008</u>

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

	<u>2019 Original Budget</u>	<u>2019 Year-to-Date Totals</u>	<u>2018 Year-to-Date Totals</u>
Revenue:			
Property Taxes	\$ 18,200	\$ 18,200	\$ 714,700
Landfill Siting	133,000	107,890	76,800
Investment Income	4,000	9,596	5,924
Local Road Improvement Aids	700,000	600,000	-
Refunds and Reimbursements	-	-	-
Total revenue	<u>855,200</u>	<u>735,686</u>	<u>797,424</u>
 Expenditures:			
Street Reconstruction Program - Current Year	975,000	1,034,303	868,231
Encumbrances	-	(114,893)	(841,300)
Total expenditures	<u>975,000</u>	<u>919,410</u>	<u>26,931</u>
Revenue over (under) expenditures	(119,800)	(183,724)	770,493
Fund balance, beginning of year	<u>399,388</u>	<u>399,388</u>	<u>286,266</u>
Fund balance, end of period	<u>\$ 279,588</u>	<u>\$ 215,664</u>	<u>\$ 1,056,759</u>

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

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 3,209,968	\$ 3,431,027
Accrued receivables	8,949	847
Total Assets	<u>\$ 3,218,917</u>	<u>\$ 3,431,874</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 235,931	\$ 30,149
Escrow Balances Due	-	78,915
Assigned fund balance	2,982,986	3,322,810
Total Liabilities and Fund Balance	<u>\$ 3,218,917</u>	<u>\$ 3,431,874</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 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>
Revenue:				
Block Grants	\$ -	\$ -	\$ -	\$ -
Other Grants	1,150,000	1,150,000	-	-
Landfill Siting	560,000	560,000	439,652	66,534
Transfers from Impact Fees	384,511	384,511	-	-
Transfers from Connection Fees	1,000,000	1,000,000	-	-
Bond Proceeds	2,100,000	2,750,000	-	-
Donations	-	-	-	11,085
Investment Income	20,000	20,000	63,399	12,231
Total revenue	<u>5,214,511</u>	<u>5,864,511</u>	<u>503,051</u>	<u>89,850</u>
Expenditures:				
General Government	1,815,000	1,822,940	174,543	339
Public Safety	1,665,000	1,707,696	87,239	106,038
Public Works	2,550,000	3,340,565	2,537,973	579,051
Culture and Recreation	843,109	846,434	544,928	344,387
Sewer & Water	1,000,000	1,000,000	-	-
Contingency	100,000	99,984	10,183	3,084
Bond/Note Issuance Cost	75,000	75,000	-	-
Transfers to Other Funds	-	-	-	101,000
Encumbrances	-	-	(2,511,429)	(571,366)
Total expenditures	<u>8,048,109</u>	<u>8,892,619</u>	<u>843,437</u>	<u>562,533</u>
Revenue over (under) expenditures	<u>(2,833,598)</u>	<u>(3,028,108)</u>	<u>(340,386)</u>	<u>(472,683)</u>
Fund balance, beginning of year	<u>3,323,372</u>	<u>3,323,372</u>	<u>3,323,372</u>	<u>3,795,493</u>
Fund balance, end of period	<u>\$ 489,774</u>	<u>\$ 295,264</u>	<u>\$ 2,982,986</u>	<u>\$ 3,322,810</u>

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

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 6,758,088	\$ 5,144,883
Total Assets	\$ 6,758,088	\$ 5,144,883
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 585	\$ -
Payable to Developers- Oversizing	103,934	59,799
Assigned fund balance	6,653,569	5,085,084
Total Fund Balance	6,653,569	5,085,084
Total Liabilities and Fund Balance	\$ 6,758,088	\$ 5,144,883

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

	2019	2019	2019	2018
	Amended	Year-to-Date	Year-to-Date	Year-to-Date
	Budget	Budget	Actual	Actual
Revenue:				
Impact Fee: Parks	\$ 400,000	\$ 243,495	\$ 194,902	\$ 344,430
Southwest Sewer Service Area	35,000	15,954	25,608	-
Administration	7,500	5,089	4,611	8,140
Water	425,000	271,210	269,133	358,794
Transportation	25,000	18,912	43,179	15,788
Fire Protection	50,000	34,078	45,327	51,112
Law Enforcement	75,000	51,058	83,490	93,783
Library	75,000	45,383	54,637	94,990
Total Impact Fees	1,092,500	685,179	720,887	967,037
Investment Income	60,000	35,000	121,338	3,473
Interfund Interest Income	-	-	-	74
Total revenue	<u>1,152,500</u>	<u>720,179</u>	<u>842,225</u>	<u>970,584</u>
Expenditures:				
Other Professional Services	35,253	11,667	15,253	3,321
Transfer to Debt Service:				
Law Enforcement	205,000	48,634	133,800	15,972
Fire	43,100	29,234	39,333	6,440
Transportation	73,250	8,979	18,000	12,216
Library	133,100	39,863	132,286	17,371
Total Transfers to Debt Service	<u>454,450</u>	<u>126,710</u>	<u>323,419</u>	<u>51,999</u>
Transfer to Capital Improvement Fund:				
Park	384,511	72,746	25,285	-
Total Transfers to Capital Improve	<u>384,511</u>	<u>72,746</u>	<u>25,285</u>	<u>-</u>
Sewer Fees	500,000	-	-	-
Water Fees	<u>500,000</u>	<u>166,667</u>	<u>317,130</u>	<u>-</u>
Encumbrances		-	(352,235)	(3,321)
Total expenditures	<u>1,874,214</u>	<u>377,790</u>	<u>328,852</u>	<u>51,999</u>
Revenue over (under) expenditures	(721,714)	<u>342,389</u>	513,373	918,585
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>\$ 6,653,569</u>	<u>\$ 5,085,084</u>

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

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments - Water	\$ 777,419	\$ 638,332
Cash and investments - Sewer	1,129,919	872,613
Special Assessment - Water Current	101,293	140,867
Special Assessment - Water Deferred	271,107	314,587
Special Assessment - Sewer Current	191,587	241,026
Special Assessment - Sewer Deferred	-	70,898
Reserve for Uncollectible	(16,776)	(16,776)
Total Assets	<u><u>\$ 2,454,549</u></u>	<u><u>\$ 2,261,547</u></u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	547,211	750,602
Total Fund Balance	1,907,338	1,510,945
Total Liabilities and Fund Balance	<u><u>\$ 2,454,549</u></u>	<u><u>\$ 2,261,547</u></u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 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>
Revenue:				
Special Assessments				
Water	\$ 28,400	\$ 5,565	\$ 72,650	\$ 23,695
Sewer	29,200	3,038	70,898	5,830
Connection Fees				
Water	2,000	1,511	-	-
Sewer	35,000	21,859	26,820	55,200
 Total Assessments & Connection Fees	<u>94,600</u>	<u>31,973</u>	<u>170,368</u>	<u>84,725</u>
Special Assessment Interest	17,900	83	-	213
Investment Income	10,000	5,834	24,432	12,629
Total revenue	<u>122,500</u>	<u>37,890</u>	<u>194,800</u>	<u>97,567</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)	37,890	194,800	97,567
 Fund balance, beginning of year			<u>1,712,538</u>	<u>1,413,378</u>
 Fund balance, end of period			<u><u>\$ 1,907,338</u></u>	<u><u>\$ 1,510,945</u></u>

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

Assets	2019	2018
Cash and investments	\$ 2,253,654	\$ 2,104,524
Accounts receivable	309	600
Prepaid expenses	-	1,500
Total Assets	<u>\$ 2,253,963</u>	<u>\$ 2,106,624</u>
Liabilities and Net Assets		
Accounts payable	\$ 3,941	\$ 3,967
Claims payable	290,700	290,700
Unrestricted net assets	1,959,322	1,811,957
Total Liabilities and Fund Balance	<u>\$ 2,253,963</u>	<u>\$ 2,106,624</u>

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

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Medical Premiums-City	\$ 2,837,218	\$ 2,837,218	\$ 1,659,825	\$ 1,417,563	\$ 1,443,854
Medical Premiums-Employee	642,507	642,507	374,187	304,548	266,877
Other - Invest Income, Rebates	30,000	30,000	17,500	69,773	47,326
Medical Revenue	<u>3,509,725</u>	<u>3,509,725</u>	<u>2,051,512</u>	<u>1,791,884</u>	<u>1,758,057</u>
Dental Premiums-City	112,550	112,550	55,361	65,227	63,162
Dental Premiums-Retirees	3,675	3,675	2,806	1,854	2,700
Dental Premiums-Employee	56,450	56,450	32,710	33,237	32,339
Dental Revenue	<u>172,675</u>	<u>172,675</u>	<u>90,877</u>	<u>100,318</u>	<u>98,201</u>
Total Revenue	<u>3,682,400</u>	<u>3,682,400</u>	<u>2,142,389</u>	<u>1,892,202</u>	<u>1,856,258</u>
Expenditures:					
Medical					
Medical claims	2,833,650	2,833,650	1,376,353	945,912	1,209,877
Prescription drug claims	-	-	-	122,597	195,043
Refunds-Stop Loss Coverage	-	-	-	22	(18,130)
Total Claims	<u>2,833,650</u>	<u>2,833,650</u>	<u>1,376,353</u>	<u>1,068,531</u>	<u>1,386,790</u>
Medical Claim Fees	145,850	145,850	90,521	101,988	87,649
Stop Loss Premiums	667,300	667,300	392,737	321,605	312,723
Other - Miscellaneous	118,250	118,250	21,936	5,917	16,585
Transfer to Other Funds	59,250	98,125	34,563	94,375	-
Total Medical Costs	<u>3,824,300</u>	<u>3,863,175</u>	<u>1,916,110</u>	<u>1,592,416</u>	<u>1,803,747</u>
Dental					
Active Employees & COBRA	189,000	189,000	106,270	97,935	123,708
Retiree	3,675	3,675	2,133	2,697	3,042
Total Dental Costs	<u>192,675</u>	<u>192,675</u>	<u>108,403</u>	<u>100,632</u>	<u>126,750</u>
Claims contingency				-	-
Total Expenditures	<u>4,016,975</u>	<u>4,055,850</u>	<u>2,024,513</u>	<u>1,693,048</u>	<u>1,930,497</u>
Revenue over (under) expenditures	(334,575)	(373,450)	<u>\$ 117,876</u>	199,154	(74,239)
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	<u>\$ 1,425,593</u>	<u>\$ 1,386,718</u>		<u>\$ 1,959,322</u>	<u>\$ 1,811,957</u>

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

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 142,419	\$ -
Investments held in trust - Fixed Inc	2,173,307	1,979,863
Investments held in trust - Equities	3,901,889	3,839,951
Accounts receivable	15,518	13,384
Total Assets	<u><u>\$ 6,233,133</u></u>	<u><u>\$ 5,833,198</u></u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 902	\$ 441
Claims payable	131,100	131,100
Due to City	-	41,136
Net assets held in trust for post emp	6,101,131	5,660,521
Total Liabilities and Fund Balance	<u><u>\$ 6,233,133</u></u>	<u><u>\$ 5,833,198</u></u>

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

<u>Revenue</u>	<u>2019</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2018</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 139,764	\$ 153,013
Medical Charges - Retirees	115,116	96,148
Implicit Rate Subsidy	-	106,204
Medical Revenue	<u><u>254,880</u></u>	<u><u>355,365</u></u>
Expenditures:		
Retirees-Medical		
Medical claims	85,453	312,821
Prescription drug claims	71,071	72,205
Refunds-Stop Loss Coverage	(1,393)	(642)
Total Claims-Retirees	<u><u>155,131</u></u>	<u><u>384,384</u></u>
Medical Claim Fees	33,561	11,231
Stop Loss Premiums	47,040	48,135
Miscellaneous Expense	345	330
ACA Fees	172	160
Total Medical Costs-Retirees	<u><u>236,249</u></u>	<u><u>444,240</u></u>
 Revenue over (under) expenditures	 18,631	 (88,875)
 Annual Required Contribution-Net	 117,031	 -
Other - Investment Income, etc.	736,065	175,633
Total Revenues	<u><u>853,096</u></u>	<u><u>175,633</u></u>
 Net Revenues (Expenditures)	 871,727	 86,758
 Net assets, beginning of year	 <u><u>5,229,404</u></u>	 <u><u>5,573,763</u></u>
 Net assets, end of period	 <u><u>\$ 6,101,131</u></u>	 <u><u>\$ 5,660,521</u></u>

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APPROVAL <i>slw pdh</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/3/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>H.</i>

Attached are vouchers dated August 16, 2019 through September 1, 2019 Nos. 175093 through Nos. 175273 in the amount of \$ 2,271,176.39. Included in this listing are EFT's Nos. 4092 through Nos. 4100, Library vouchers totaling \$ 16,372.12, Tourism vouchers totaling \$ 14,123.50 and Water Utility vouchers totaling \$ 390,748.45. Voided checks in the amount of \$ (1,895.27) are separately listed.

Vouchers approved at the Council meeting dated August 20, 2019 that are included in this distribution.

Dorner Inc.	Rawson Drainage Improvements	\$486,727.75
EMS Medical Billing	Ambulance Billing	\$6,861.04
Geographic Marketing	GIS Services	\$11,547.73
GovSpend	Purchasing Software	\$4,000.00
Metro Sound & Video	Council Chambers Sound System Parts	\$ 18,235.00
Milwaukee Co	Tax Payment	\$10,176.88
Milwaukee Milkmen	Sponsorship	\$14,080.00
Ray Stadler Construction	Pleasant View Pavilion	\$72,280.00
Stantec Consulting	Quarry Monitoring	\$9,390.00
Stantec Consulting	Quarry Monitoring	\$7,845.00
Zignego Co	Roundabout	<u>\$466,898.31</u>
TOTAL		\$1,108,041.71

Early release disbursements dated August 16, 2019 through August 29, 2019 in the amount of \$ 1,699,154.37 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 August 30, 2019 is \$ 410,457.47 previously estimated at \$ 396,000.00. Payroll deductions dated August 30, 2019 are \$ 402,258.87 previously estimated at \$ 424,000.00.

The estimated payroll for September 13, 2019 is \$ 391,000.00 with estimated deductions and matching payments of \$ 215,000.00.

Attached is a list of property tax payments Check No. 17902 dated August 16, 2019 through August 29, 2019 in the amount of \$ 10,176.88. This payment has been released as authorized under Resolution 2013-6920.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of September 1, 2019 in the amount of \$ 2,271,176.39 and
- Payroll dated August 30, 2019 in the amount of \$ 410,457.47 and payments of the various payroll deductions in the amount of \$ 402,258.87 plus City matching payments and
- Estimated payroll dated September 13, 2019 in the amount of \$ 391,000.00 and payments of the various payroll deductions in the amount of \$ 215,000.00, plus City matching payments and
- Property Tax payments with an ending date of August 29, 2019 in the amount of \$ 10,176.88.

ROLL CALL VOTE NEEDED

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 09/03/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER I.1.

See attached listing from meeting of September 3, 2019.

COUNCIL ACTION REQUESTED

