

APPROVAL <i>Slw MWL</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/23/2018
REPORTS & RECOMMENDATIONS	Designation of an Extended-Term, Part-Time Assistant Building Inspector Working at Least 20-Hours per Week as Having the Partial Benefits Designation	ITEM NUMBER <i>G, 12.</i>

At the meeting of December 19, 2017, the Common Council authorized additional part-time or temporary Building Inspection staffing during the current period of vacancies. In particular, that Council Action Sheet noted the following: "The best and immediate option is expanding the hours of the current part-time inspector as the individual is a long-time employee familiar with our processes and software and systems."

In this instance, the individual would meet or exceed an average of 20 hours per week. As such, a benefits determination needs to be addressed. The handbook provides that the Common Council may make partial benefits designation for positions where items such as vacation, personal, holiday and sick leave accruals – on a prorated basis – should appropriately apply, but other benefits such as health insurance, life insurance, and pension would not apply.

Such a designation currently applies to the positions of Library Shelver, Library Assistant, Cashier, Lead Cashier, and Programming & Outreach Coordinator (Library) and to a Custodian or Maintenance Custodian hired after September 1, 2015 (except a couple of grandfathered individuals).


The circumstance of the Assistant Building Inspector position is slightly unique because the City does not really have any positions in which both full-time and part-time employees are slotted. The partial benefits designation would be appropriate in this instance for Assistant Building Inspectors who are not full-time but are regularly working at least 20 hours per week. Again, the benefits are pro-rated base upon hours worked in accordance with the Civil Service Manual.

As noted above and in December, the City does have one part-time inspector who can work up to two more half days per week. That is also a unique circumstance: the individual was initially laid off in early 2012 after nearly 14 years as a full-time employee. He was brought back after 19 months to very limited, part-time status (12 hours per week) with no benefits, which has been his status since late 2013. In conjunction with and during the period that his regular hours increase to 20 or more hours per week, as approved in December, it is appropriate to apply the partial benefits designation to include vacation, holiday, personal holiday, and sick leave accruals. In order to do so, without also granting health insurance and pension benefits which would be too cost prohibitive, the Common Council needs to designate extended-term, part-time Assistant Building Inspector position as having partial benefits. It would apply to any Assistant Building Inspector regularly working between 20 and 37.5 hours per week, which is only the one individual discussed above at this time.

COUNCIL ACTION REQUESTED

Motion to designate the position of an extended-term, part-time Assistant Building Inspector regularly working at least 20 hours per week as having the Partial Benefits Designation for vacation, sick, holiday, and personal holiday leave types, and to authorize the Director of Administration to amend the Civil Service Manual and Employee Handbook as he determines is appropriate to incorporate said designation.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/23/2018
REPORTS & RECOMMENDATIONS	Authority to Contract with GovHR USA for Recruitment Services for an Economic Development Director	ITEM NUMBER <i>G.13,</i>

The position of Economic Development Director will become vacant on February 2, 2018. The position is a funded position and has proven to be valuable to the City during the last couple of years. The Mayor and Director of Administration recommend contracting with GovHR USA for recruitment services to fill the vacancy.

GovHR USA assisted in filling this vacancy when the position was first created. The process used by them appeared to be thorough. Importantly, their contacts and expertise helped drive up the applicant pool, particularly with added out-of-state applicants.

The attached proposal describes their process. The cost includes \$11,000 in professional recruitment fees and an additional, not to exceed, \$5,500 in recruitment expenses, which covers the consultant's travel costs, copying, postage, etc., and up to \$2,200 in advertising costs. This is the same as it cost in 2015. The Director of Administration recommends authorizing slightly more in case additional advertising opportunities are identified.

The proposal costs do not include any travel costs for candidate interviews, which is a common expense for this level of position. Unless otherwise directed by the Common Council it will be assumed that reasonable and appropriate funding of candidate travel expenses is authorized, upon approval of the Mayor, as a regular cost of doing business; and as such, those costs are not included in the motion below.

The costs can be funded from the Economic Development operating budget based primarily upon savings in Personal Services costs stemming from the vacancy.

COUNCIL ACTION REQUESTED

Authorize the Director of Administration to accept and execute the proposal from GovHR USA for \$16,500 for recruitment services for an Economic Development Director, with an additional authorization of \$2,000 for unanticipated costs.



January 16, 2018

Mr. Mark Luberd
Director of Administration
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Dear Mr. Luberd:

Thank you for the opportunity to provide you with a proposal for the Economic Development Director recruitment and selection process for the City of Franklin. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

Qualifications and Experience

GovHR is a public management consulting firm serving municipal clients and other public sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois, and work exclusively in the public sector. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities. Please note the following key qualifications of our firm:

- Since our establishment in 2009, our consultants have conducted hundreds of recruitments in 24 states, with an increase in business of at least 30% each year. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services.
- Surveys of our clients show that 94% rate their overall experience with our firm as *Outstanding*, and indicate that they plan to use our services or highly recommend us in the future.
- Our state of the art processes, including extensive use of social media for candidate outreach and skype interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization, and will provide important information to potential candidates.
- We provide a two-year guarantee for our recruitments. Less than 1% of our clients have had to invoke the guarantee.
- The firm has a total of twenty-two consultants, both generalists and specialists (public safety, public works, finance, parks, etc.), who are based in Arizona, Florida, Illinois, Indiana, Michigan, and Wisconsin, as well as five reference specialists and eight support staff.

Our consultants are experienced executive recruiters who have conducted over 600 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

630 Dundee Road, Suite 130, Northbrook, Illinois 60062
Local: 847.380.3240 Fax: 866.401.3100 GovHRUSA.com

EXECUTIVE RECRUITMENT • INTERIM STAFFING • MANAGEMENT AND HUMAN RESOURCE CONSULTING

GovHR is led by Heidi Voorhees, President, and Joellen Earl, Chief Executive Officer. Ms. Voorhees previously spent 8 years with the nationally recognized public sector consulting firm, The PAR Group, and was President of The PAR Group from 2006 – 2009. Ms. Voorhees has conducted more than 250 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 12 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, with ten years as the Village Manager for the Village of Wilmette. Ms. Earl is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Earl has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

Consultant Assigned

GovHR Senior Vice President Lee Szymborski will be responsible for your recruitment and selection process. His biography is attached to this Proposal and his contact information is:

Lee Szymborski
Vice President
GovHR USA LLC
Telephone: (847) 380-3240
LSzymborski@GovHRusa.com

A complete list of Mr. Szymborski's and GovHR's clients is available on our website at www.govhrusa.com

Scope of Work

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position. GovHR clients are informed of the progress of a recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

GovHR suggests the following approach to your recruitment, subject to your requests for modification:

Phase I – Position Assessment, Position Announcement and Brochure Development

Phase I will include the following steps:

- One-on-one or group interviews will be conducted with elected officials, appointed officials, staff, business community representatives and any other stakeholders identified by the client to develop our Recruitment Brochure. The Proposal assumes up to two full days and one night depending upon the client's needs. We can also utilize email and surveys to obtain feedback from stakeholder groups. Previous clients have invited community leaders to meetings with our consultants; other clients have developed surveys for the community or organization; and some clients request we use a combination of these methods to fully understand community and organizational needs and expectations for the next Economic Development Director. We will work closely with you on the format that best meets your needs.
- Development of a **Position Announcement**.

- Development of a detailed **Recruitment Brochure** for your review and approval.
- Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes 90 days from the time you sign the contract until you are ready to appoint the finalist candidate.

Phase II – Advertising, Candidate Recruitment and Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 5,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

Phase II will include the following steps:

- Placement of the Position Announcement in appropriate professional online publications. In addition to public sector publications and websites, outreach will include LinkedIn and other private sector resources. We can provide the Director of Administration with a list of where we intend to place the position announcement, if requested.
- The development of a database of potential candidates from across the country unique to the position and to the City of Franklin, focusing on the leadership and management skills identified in Phase I as well as size of organization, and experience in addressing challenges and opportunities also outlined in Phase I. This database can range from several hundred to thousands of names depending on the parameters established for the outreach. Outreach will be done in person, and through e-mail and telephone contacts. GovHR consultants have extensive knowledge of the municipal government industry and will personally identify and contact potential candidates. With more than 600 collective years of municipal and consulting experience among our consultants, we often have inside knowledge about candidates.

Phase III – Candidate Evaluation and Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure.

Candidates will be interviewed by skype or facetime to fully grasp their qualifications, experience and interpersonal skills. The interviews include asking specific questions about their experiences and skill sets as well as asking questions specific to the Position. We will ask follow up questions and probe specific areas. By utilizing skype or facetime we will have an assessment of their verbal skills and their level of energy for and interest in the position.

- Formal and informal references and an internet/social media search of each candidate will be conducted to further verify candidates' abilities, work ethic, management and leadership skills, analytical skills, interpersonal skills, ability to interact with the media, and any areas identified for improvement.
- All résumés will be acknowledged and contacts and inquiries from candidates will be personally handled by GovHR, ensuring that the City's process is professional and well regarded by all who participate.

Phase IV – Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report that presents the credentials of those candidates most qualified for the position. You will advise us of the number of reports you will need for the individuals involved in this phase of the recruitment and selection process. We provide a binder which contains the candidate's cover letter and résumé. In addition, we prepare a "mini" résumé for each candidate, so that each candidate's credentials are presented in a uniform way. GovHR will provide you with a log of all candidates who applied. You may also review all the résumés, if requested.
- GovHR will meet with you on-site to review the Recruitment Report and expand upon the information provided. The report will arrive two to three days in advance of the meeting, giving you the opportunity to fully review it. In addition to the written report, we will spend 2 to 3 hours discussing the candidates by reviewing their skype interviews and providing excerpts from the references we will have conducted on the individuals.

Phase V –Interviewing Process

Phase V will include the following steps:

- After the Recruitment Report is presented, the Interviewing Process will be finalized including the discussion of any specific components you deem appropriate, such as a writing sample or oral presentation.
- GovHR will develop the first and second round interview questions for your review and comment. GovHR will provide you with interview books that include the credentials each candidate submits, a set of questions with room for interviewers to make notes, and evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.
- GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations. In addition to a structured interview with the City, the schedule will incorporate a tour of Franklin's facilities and interviews with senior staff, if the City so desires.
- Once candidates for interview are selected, additional references will be contacted, along with verification of educational credentials, criminal court, credit, and motor vehicle and records checks.
- GovHR recommends a two-step interviewing process with (typically) five or six candidates interviewed in the first round. Following this round, we strongly suggest that two or three candidates are selected for second round interviews. Again, we will prepare a second round of interview questions and an evaluation sheet.
- GovHR consultants will be present for all the interviews, serving as a resource and facilitator.

Phase VI – Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Leadership/Personality Assessments

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Typically these tools cost \$300 per candidate to administer. This fee is not included in our proposal.

Optional 360° Evaluation

As a service to the City of Franklin, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed Economic Development Director at about six months into his or her employment. This evaluation will include seeking feedback from both Elected Officials and Department Directors, along with any other constituent the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR USA will prepare a proposal for this service.

Recruitment Schedule

A detailed recruitment schedule will be provided in Phase I. The recruitment and selection process typically takes 90 days from the time the contract is signed until the candidate is appointed. We can work with you on a shorter process, should you so desire.

Our typical recruitment process includes the following milestones and deliverables:

- Weeks 1 - 2 On-site interviews of City officials and staff, development and approval of recruitment brochure
Deliverable: recruitment brochure
- Weeks 3 - 8 Placement of professional announcements; candidate identification, screening, interview and evaluation by consultant
- Week 9 Consultant recommendation to Director of Administration of qualified candidates
Deliverable: recruitment report
- Week 10 Selection of candidate finalists by the Director of Administration, additional background and reference checks, report preparation and presentation
Deliverable: interview reports including suggested questions and evaluation sheets
- Weeks 11-12 Interviews of selected finalist candidates; Director recommendation of final candidate; negotiation, offer, acceptance and appointment

Summary of Costs	Price
Recruitment Fee:	\$11,000

Recruitment Expenses: (not to exceed)	5,500
Expenses include consultant travel, postage/shipping, telephone, support services, copying etc. Also includes candidate due diligence efforts and advertising costs up to \$2,200*.	
Total:	\$16,500**

*This fee does not include travel and accommodations for candidates interviewed. Recruitment brochures are produced as electronic files. Printed brochures can be provided, if requested, for an additional cost of \$900.

The above cost proposal is predicated on four consultant visits to the client; the first for the recruitment brochure interview process (up to two full days and one night, depending upon the client's needs; if additional days are needed they will be billed at \$500 per half day and \$950 for a full day, plus additional hotel charges, if required); the second to present recommended candidates; and the third and fourth for the candidate interview process (second round interviews are often scheduled a week or so following the first round interviews). Any additional consultant visits requested by the client will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

Payment for Fees and Services

Professional fees and expenses will be invoiced as follows:

1st Payment: 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).

2nd Payment: 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).

Final Payment: 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).

Recruitment expenses and the costs for printing the Recruitment Brochure will be itemized in detail. Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

Philosophy

Executive search is an important decision-making process for a community and our primary goal is to help our client to make a good decision. Our firm's executive recruitment philosophy embraces a professional process of integrity, trust, and respect toward all parties involved, and complete commitment toward meeting the expressed needs and desires of our client. All of our services are handled by principals of the firm who have established and well-regarded reputations in the search field, as well as actual operating experience in the public management fields in which they now consult. Each has impeccable professional credentials and unblemished personal reputations. Keeping both our client and prospective candidates informed on the status of the recruitment on a regular basis is also an important part of our recruitment process. Our work is carried out in an open manner with particular attention given toward seeking out critical factors of a client's organization and governance, and utilizing such information respectfully and discreetly in seeking out candidates who truly have the ability to meet the expectations and needs of the client—working strenuously in developing a fully qualified, "best match" candidate pool for client consideration. Our

process includes assistance in the critical final interview and selection phases of the recruitment, and availability to both client and candidate for months following the appointment. Our process was developed and refined over the years to meet the special, and often unique, needs and circumstances facing our local government, public management, and related not-for-profit clients.

GovHR Guarantee

It is the policy of GovHR to assist our clients until an acceptable candidate is appointed to the position. Therefore, no additional professional fee would be incurred should the City of Franklin not make a selection from the initial group of recommended candidates and request additional candidates be developed for interview consideration. Additional reimbursable expenses may be incurred should the situation require consultant travel to Franklin beyond the planned four visits.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 24 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only, if requested to do so within six months of the employee's departure.

In addition, in accordance with the policy of our firm as well as established ethics in the executive search industry, we will not actively recruit the placed employees for a period of five years.

Why Choose GovHR?

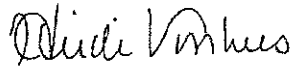
We ask you to consider the following as you deliberate:

- We are a leader in the field of local government recruitment and selection with experience in more than 24 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.
- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of Women Leading Government, the International Hispanic Network, the California Network of Asian Public Administrators, and the National Forum for Black Public Administrators.
- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have interviewed them via Skype, conducted reference calls, and media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.
- We are your partners in this important process. You are welcome to review all the resumes we receive and we will share our honest assessment of the candidates.
- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Sincerely,



Heidi J. Voorhees
President
GovHR USA

Attachment: Consultant Biography

ACCEPTED BY THE CITY OF FRANKLIN, WISCONSIN

BY: _____

TITLE: _____

CONSULTANT BIOGRAPHY

Lee Szymborski **Senior Vice President, GovHR USA**

Lee Szymborski is a Senior Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration.


Mr. Szymborski's experience spans both Wisconsin and Illinois communities. Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full service city with \$30 million in combined budgets, and more than 170 employees serving 23,000 residents. In addition to his Wisconsin service in Mequon, he also worked for the City of Wauwatosa and Milwaukee County. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski's track record points to a results-oriented approach to municipal government management. That is demonstrated by his work including the purchase of a \$14 M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon); spearheading a 10- community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway (Buffalo Grove); and re-purposing TIF funds to provide incentives that secured a \$16 M mixed-use development in Mequon's Town Center. He is additionally skilled in budgeting, personnel administration, community engagement efforts and strategic planning.

Mr. Szymborski's experience in recruiting key staff extends back to his management roles in both Buffalo Grove and Mequon. In Buffalo Grove, he handled for the Village Manager all aspects of recruiting the management team. During his time in Mequon, Mr. Szymborski recruited all members of the City's management team.

Since joining GovHR USA in 2014, Mr. Szymborski has assisted or managed more than 35 executive searches for communities in Wisconsin, Illinois, Missouri and Massachusetts, as well as non-profit agencies including the International City/County Management Association. His recent searches include Administrator and department head positions for the Wisconsin communities of Glendale, Wauwatosa, Oak Creek, Waukesha, Middleton, and Beloit (Town). His work for Illinois municipalities include, among others, East Peoria, Washington and DeKalb. He has also managed local government searches in Missouri and Massachusetts. He has done management studies and strategic plans for several Wisconsin and Illinois communities. He has also been part of GovHR USA's classification and compensation studies in several Wisconsin, Illinois and Massachusetts communities.

Mr. Szymborski has published articles in Public Management magazine, and is an adjunct instructor at Upper Iowa University – Milwaukee Center. He holds a B.A. in Political Science, and an M.S. in Urban Affairs, both from the University of Wisconsin – Milwaukee. He is an active member of the Mequon-Thiensville Sunrise Rotary Club, and is a past-president of the club. Mr. Szymborski serves on the Board of Directors for the Mequon Nature Preserve. He is a recipient of the Mequon – Thiensville Chamber of Commerce's Distinguished Service Award. He has also served in leadership roles with the International City/County Management Association, the Wisconsin City/County Management Association, the Illinois City/County Management Association and the Illinois Association of Municipal Management Assistants (past-president).

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/23/2018
REPORTS & RECOMMENDATIONS	Authorize the Director of Administration to Execute the Purchase Quote for a RazorSafe 2TB Email Archiving Appliance, With 1-Year of Support and Cloud Backup Services, as Budgeted for in the 2018 Information Services Capital and Operating Budgets	ITEM NUMBER <i>G. 14.</i>

EXECUTIVE SUMMARY: Per the attached quote from Intradyn, the capital cost of the 2TB email archiving appliance is \$7,500 with a 1-year warranty and support agreement for \$2,000 from the operating budget. An additional \$1,499 from Unanticipated Software Products for 1-year of cloud-based backup for disaster recovery purposes is recommended. Each of these is consistent with the approved 2018 budget.

BACKGROUND & DETAILS: The City is currently using a 1TB Intradyn RazorSafe email archiving appliance product to archive all email messages and be able to restore items in accordance with public records requirements. As of December 2017, this email archiving appliance is no longer supported by the vendor; thus the City's 5-year-old email archiving appliance needs to be replaced with a similar unit. This was anticipated in the 2018 budget and was the primary reason a replacement device was included and approved in the 2018 Capital Outlay Fund as an IT expenditure.

The City of Franklin has successfully used Intradyn email archiving products for over ten years, using two different appliances over the course of a decade. The Intradyn RazorSafe product line has been extremely stable with a proven track record of being scalable and robust enough to handle all current and future email processing and be able to restore items in accordance with the Freedom of Information Act. It is recommended that as long as on-premise email services continue to be used, that this proven technology be utilized as the main records retention repository. Intradyn has expanded their product line to incorporate on-premise and cloud-based email archiving solutions. The new version of the Intradyn RazorSafe appliance allows for the archiving of all email messages onto the appliance, but also creating an offsite replica in the cloud in case of a localized disaster. An appliance can be shipped out and fully restored from the cloud-based archive, allowing for minimum disruption in the recovery of critical email archives.

It is recommended to purchase a new Intradyn RazorSafe ninth generation appliance with 2TB of data capacity. This will allow for doubling of current archive storage which allows for future growth and for the implementation of other application services (such as an enterprise content management system). The device is listed at \$10,000 but is currently "on sale" for \$7,500. This price is less than that previously paid for the earlier, smaller devices. If approved, the purchase will also include and require obtaining an annual maintenance contract for \$2,000 that also covers full hardware replacement warranty on the device. This is covered within the annual operating budgets hardware/software maintenance line items. Note that the maintenance agreement is \$300 more than the maintenance cost of the older, smaller device to be retired, but the increase can be covered within the adopted operating budget.

The proposal also includes a \$1,499 cost for backing up the device to Intradyn's private cloud. This creates a secure, off-site storage on a private "cloud" network. Obviously, this would establish a very high-level disaster recovery alternative for the entire email history stored within the device. This alternative was discussed with the Technology Commission when they initially reviewed the capital outlay proposals. The IT Director reports that they were supportive of the strategy and liked that the data was held in private cloud storage. If approved, the first year (2018) would be charged to the Unanticipated Software Products capital outlay in the Information Services Department budget. The cost would be moved to the operating budget beginning 2019. This additional service is severable from the rest of the quote, but the IT Director recommends approval as discussed with the Technology Commission.

[Note: This strategy makes the assumption that capital appropriations – which related expenditures are often capitalized in the accounting system – may be used for initial or first-year acquisitions of cloud-based or subscription IT services and products. The IT industry is blurring the "ownership" nature of expenditures. As such, items such as this may be funded for the first year through a capital outlay appropriation if that strategy provides for the best acquisition alternative. The cost would then move to the operating budget the following year for any ongoing funding. Neither expenditure would likely be capitalized in the accounting system in this example.]

The following deliverables are anticipated to be met with the successful completion of the project:

- Install of the 2TB RazorSafe email archiving appliance.
- Migrate Exchange email journaling connectors to the new appliance.
- Migrate all email data stores from the old appliance to the new.
- Activate remote cloud retention services and upload all data stores to the cloud.
- Test email searching and data restoration of current and historical archives from the previous appliance.

COUNCIL ACTION REQUESTED

Authorize the Director of Administration to execute the purchase quote with Intradyn for a 2TB RazorSafe email archiving appliance, with 1-year of support and cloud backup services, for a total cost of \$11,000, as budgeted for in the 2018 Information Services 2018 Capital and Operating budgets.



INTRADYN™

Archiving and eDiscovery Innovation

An AUAES Company

Company Address 1355 Mendota Heights Road #300
Mendota Heights, MN 55120
US

Created Date 6/16/2017
Expiration Date 8/31/2017
Quote Number 00003629

Prepared By Monique Gillard
Phone (651) 556-4374
Email monique@intradyn.com

Contact Name James Matelski
Phone (414) 427-7645
Email jmatelski@franklinwi.gov

Bill To Name City of Franklin, WI
Bill To 9229 W. Loomis Road
Franklin, WI 53132

Ship To Name City of Franklin, WI
Ship To 9229 W. Loomis Road
Franklin, WI 53132
Shipping Method FedEx

Quantity	Part Number	Product	List Price	Discount (%)	Sales Price	Total Price
1	IA9-HW2000	Intradyn 2TB Physical Archiving Appliance	\$10,000.00	25	\$7,500.00	\$7,500.00
1	IA9-HW2000-S1	Standard Support, 1 year - HW2000	\$2,000.00	0	\$2,000.00	\$2,000.00
1	CCA-1000	CCA-1000 - Cloud Backup 1TB - 1 year	\$1,499.00	0	\$1,499.00	\$1,499.00
Subtotal						\$10,999.00
Total Price						\$10,999.00
Grand Total						\$10,999.00

PLUS SHIPPING AND SALES TAX (IF APPLICABLE)

This quote is valid for 30 days and is subject to Intradyn's Purchase and License Agreement. Terms are Net 30 upon credit approval. Prices shown are net, FOB Freemont, CA and are based on U.S. Domestic Delivery & Installation. Shipping is prepaid and billed. Hard copy purchase order required. Lead times are 30 days ARO.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Jan 23, 2018
REPORTS & RECOMMENDATIONS	November, 2017 Monthly Financial Report	ITEM NUMBER <i>G.15.</i>

Background

The November, 2017 Financial Report is attached.

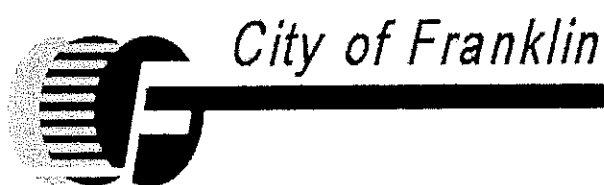
The Finance Committee has reviewed the report at its Jan 8, 2018 meeting and unanimously recommends acceptance.

Highlights of the report are contained in the transmittal memo.

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

COUNCIL ACTION REQUESTED

Motion to Receive and place on file



Date: Dec 26, 2017
To: Mayor Olson, Common Council and Finance Committee Members
From: Paul Rotzenberg, Director of Finance & Treasurer
Subject: Eleven months ended Nov. 2017 Financial Report

The November, 2017 financial reports for the General Fund, Debt Service Fund, TID3, TID4, TID5, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Employee Retirement Insurance Fund are attached.

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

A Cash & Investments Summary – identifies 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.

Cash & Investments in the General Governmental Funds total \$25,696,995 and decreased \$1,349,458 in the last month. With the last of the tax settlements in August, the bulk of the resources are now recorded, and payroll and operating costs use those resources. The November personnel costs caused the reduced Governmental Funds cash balances, as did capital fund payments.

The Other Funds decreased \$1,050,678 principally reflecting the payment for wholesale water.

GENERAL FUND revenues of \$23,200,654 are \$533,344 (2.2%) less than budget, principally due to the lack of Building Permit revenues.

Comments on specific types of revenues follow:

- Building permit revenues of \$433,331 are \$386,392 behind budget (53% of budget). A \$44,000 permit was pulled in May for a new development in the business park. The slow level of new development impacts several funds, as noted later. The Middle School permit was issued in early December and be reflected in next month's report.

- \$116,610 of Landfill Siting Revenues have been credited to the General Fund, representing 71% of budget. Total Landfill siting revenues across all funds are \$788,035 representing 86% of budget, which is behind pace for the year. It would appear that landfill siting revenues will be short of budget for 2017. The General Fund will receive the last of the landfill siting funds so as to preserve resources in the Capital funds.
- Ambulance revenues of \$980,242 are \$76,292 behind budget (7%).
- All of the permitted 2017 Room taxes have been collected in the General Fund. The Tourism Commission is now receiving the remaining revenues (\$122,725).

Total Expenditures of \$22,731,560 are \$963,570 under spent. General Government has underspent by \$234,158 (8.0%). Public Safety is underspent by \$181,514 (1.2%). Public Works is also underspent by \$242,061 (6.4%) on reduced Labor costs due to vacancies.

- General Government expenditures of \$2,697,029 are \$234,158 under spent. The November budget amendment, allocating some of the Contingency funds to various departments has improved reported performance results. Information Systems is spending slower than budget by \$57,747. Administration is underspent by \$47,742, with postage, other professional services and labor attorney having the greatest underspending.
- Public Safety costs of \$15,265,292, is \$181,514 under spent (1.2%). Police overtime may become an issue with current spending patterns. Overtime in the Fire Dept continues to plague spending (\$305,543 - 171% of budget). There have been vacancies in Dispatch (\$60,228 in underspending). Fire plan reviews of \$19,543 are only 36% of budget.
- Public Works expenditures of \$3,542,098 are \$242,061 (6.4%) underspent. The biggest savings are on fuel and vehicle maintenance. Q4 can change this picture with unfavorable weather conditions.
- Summer work is pushing Parks labor costs over budget (\$17,557)
- Much of the Professional Services appropriations in Economic Development will go unused (\$58,000)

A \$469,094 surplus is \$430,226 greater than budget. The majority of revenues have been received for the year, while 8% of the expenditures are yet to occur. This will eliminate the current surplus and generate a deficit by year's end.

A \$1.492 million deficit was budgeted (consisting primarily of a \$500,000 contingency (now \$310,000), a one-time \$680,000 contribution to the Defined Benefit Retirement plan, \$103,000 of expected retirement costs, and \$80,000 of tax refunds). The deficit will be smaller than the budgeted deficit to the extent that Building Permit revenues meet the budget and the \$500,000 Restricted Contingency is not required.

DEBT SERVICE – Debt payments were made March 1 and Sept 1 as required with no budget issues.

TID Funds – TID 3 has unpaid commitments on the S 27th Street reconstruction project, but otherwise is on budget. The Dept. of Transportation implemented a new billing system, which is delaying billings on projects, with the S 27th Street project impacting Franklin.

The planned \$5 million borrowing in December 2017 for a developer's grant in TID 3 was cancelled at the last minute when the payment of the grant was delayed to late 2018.

The TID 4 budget was amended to provide for a developer's incentive. That program is awaiting a finalized developer's agreement.

TID 5 is substantially inactive until the Ball Park Commons developer's agreement is concluded.

SOLID WASTE FUND – Activity is occurring as budgeted.

CAPITAL OUTLAY FUND – revenues are in line with budget, with landfill siting revenues running slower than the budget anticipated.

General Government expenditures relate to the Information Technology programs. Public Safety purchases relate to the 2017 patrol cars, (2) K-9 units, Tasers, safety equipment, (11) Police desktop PC's and the Fire Dept. defibrillator unit and four turnout gear sets. Public Works has purchased \$24,223 of trees.

The \$26,950 transfer out is the reclassification of an IT expenditure that was originally budgeted as a software purchase but re-characterized as professional services in the General Fund.

EQUIPMENT REPLACEMENT FUND – Revenues are in line with budget.

The 2017 ambulance and two Jeep vehicles in Inspection are the Public Safety expenditures. In Public Works, all the purchases are now complete.

STREET IMPROVEMENT FUND – Revenues are in line with budget.

The 2017 street improvement program contract is complete.

CAPITAL IMPROVEMENT FUND – Few resources to this fund have been received as yet. The Common Council adopted a \$42.7 million debt offering for Q4. The expected sale will likely be only \$1.6 million as most of the expected projects have been delayed and the tax levy restriction on 2018 borrowing no longer is a factor. Refund revenues relate to insurance proceeds on the HVAC equipment struck by lightning at the Police Station.

Expenditure wise, projects are in various state of completion:

The General Government project is the Health Wing remodeling - \$39,123 spent to date. The major portion of the project, roof replacement and HVAC equipment replacement has been delayed to 2018.

Public Safety is completing the 2016 Communications Center project. The Emergency Vehicle Pre-emption system 2016 project is also in the completion stage. Lightning struck the Police HVAC equipment, which was replaced.

Within Public Works \$75,714 has been spent on the 2016 Emergency Vehicle Pre-emption system related to traffic signals, the St. Martin's Road/Tess Corners bridge project (\$592,245) is now complete, and the City's share of the St Martin's Road reconstruction County project (\$139,155), which is now complete.

Very little has been spent on 2017 Park projects. An \$18,210 engineering purchase order is outstanding on the River Park trail project.

None of the Ball Park Commons projects have been approved as yet.

DEVELOPMENT FUND – Impact fee collections are smaller than expected on reduced development activity. Impact fee collections of \$257,983 are (34%) of what was expected to this point in the year.

Most of the \$4 million fund balance relates to Park Impact fees - \$3.3 million and Water Impact fees of \$635,000. The Park Impact fee holding period is on extension until 2019. Significant park expenditures are needed to utilize the Park Impact fees collected, or they must be rebated to property owners.

Transfers to the Debt Service Fund totaled \$113,997 thru Sept. This represents only 31% of budget. Future Debt Service tax levy will have to further supplement the lack of impact fee collections. Receipts are not sufficient to pay debt service for these programs.

UTILITY DEVELOPMENT FUND – Activity is infrequent in this fund. No projects have materialized in 2017. In December, another years deferrals will get collected by rolling to the Dec 2017 tax roll.

SELF INSURANCE FUND – Revenues are 95% of budget. The 2017 revenue budget was not adjusted when the Council reduced health premium cost in the General Fund. As a result, revenues are 5% below budget.

Claims costs are rather strong so far in 2017, not unlike 2016. The budget includes a \$591,500 contingency for excess claims before Aggregate insurance coverage becomes available. 2017 looks to require some of that contingency. Monitoring of the Stop Loss coverage is more difficult now that the Stop Loss carrier is separated from the claims processor. Currently, there are no expected recoveries from the Stop Loss policy.

Results thru November reflect a \$646,934 deficit. This deficit is double the expected deficit (excluding the Contingency). The deficit is larger than 2016 at this time. The Fund Balance has declined to \$2.1 million (from \$2.7 at the beginning of the year) due to claims experience.

RETIREE HEALTH FUND – Plan resources are keeping up with plan costs. The 2017 Actuarial report increased the annual contribution from what was budgeted. That will provide additional resources to the Trust for future benefits. The fund is incurring an implicit rate subsidy (the amount that retiree health costs exceed active employee health costs) totaling \$88,219.

Positive investment results are healthy following market returns so far in 2017 (\$642,958 favorable, compared to \$376,076 in 2016). The fund is invested in passive index investments

and will mirror market returns for the mix of investment classes used in the fund. The Finance committee is provided regular portfolio performance updates.

City of Franklin
Cash & Investments Summary
November 30, 2017

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Fidelity Investments	Total	October Total
General Fund	\$ (154,594)	\$ 4,313,736	\$ 2,989,239	\$ 1,367,501	\$ -	\$ 8,515,881	\$ 9,633,286
Debt Service Funds	23,975	113,304	514,619	-	-	651,898	637,823
TIF Districts	53,399	3,066,138	1,227,269	-	-	4,346,806	4,253,692
Nonmajor Governmental Funds	786,050	2,666,516	8,729,843	-	-	12,182,409	12,521,653
Total Governmental Funds	708,831	10,159,694	13,460,970	1,367,501	-	25,696,995	27,046,453
Sewer Fund	14,864	981,279	730,350	-	-	1,726,493	1,784,439
Water Utility	666,636	1,550,932	-	-	-	2,217,568	3,097,089
Self Insurance Fund	23,236	125,790	1,872,513	-	-	2,021,539	2,134,021
Other Designated Funds	13,926	-	-	-	-	13,926	14,656
Total Other Funds	718,663	2,658,001	2,602,863	-	-	5,979,527	7,030,204
Total Pooled Cash & Investments	1,427,493	12,817,695	16,063,833	1,367,501	-	31,676,522	34,076,658
Retiree Health Fund	37,032	-	-	-	5,607,501	5,644,533	5,515,304
Property Tax Fund	62,321	-	-	-	-	62,321	40,049
Total Trust Funds	99,353	-	-	-	5,607,501	5,706,854	5,555,353
Grand Total Cash & Investments	1,526,846	12,817,695	16,063,833	1,367,501	5,607,501	37,383,376	39,632,011
Average Rate of Return		1.18%	1.37%	1.09%			
Maturities:							
Demand	1,526,846	11,817,695	92	1,367,501	118,161	14,830,295	17,105,643
Fixed Income & Equities	-	-	-	-	4,065,516	4,065,516	3,978,944
2017 - Q4	-	-	-	-	-	-	-
2018 - Q1	-	-	1,089,481	-	-	1,089,481	1,089,665
2018 - Q2	-	-	-	-	-	-	-
2018 - Q3	-	1,000,000	1,006,392	-	-	2,006,392	2,007,780
2018 - Q4	-	-	2,020,655	-	171,309	2,191,964	2,194,623
2019	-	-	3,956,308	-	150,094	4,106,402	4,118,798
2020	-	-	5,474,028	-	173,495	5,647,523	5,672,302
2021	-	-	974,498	-	176,196	1,150,694	1,155,942
2022	-	-	1,542,379	-	171,678	1,714,057	1,723,133
2023	-	-	-	-	175,179	175,179	176,400
2024	-	-	-	-	201,975	201,975	203,823
2025	-	-	-	-	203,900	203,900	204,957
	1,526,846	12,817,695	16,063,833	1,367,501	5,607,501	37,383,376	39,632,011

City of Franklin
2017 Financial Report
General Fund Summary
For the Eleven months ended November 30, 2017

Revenue	2017 Original Budget	2017 Amended Budget	2017 Year-to-Date Budget	2017 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 16,423,500	\$ 16,423,500	\$ 16,419,137	\$ 16,415,435	\$ (3,702)
Other Taxes	726,958	726,958	582,729	555,316	(27,413)
Intergovernmental Revenue	2,237,400	2,237,400	2,229,288	2,255,481	26,193
Licenses & Permits	1,049,365	1,049,365	1,006,124	644,679	(361,445)
Law and Ordinance Violations	500,000	500,000	468,451	453,460	(14,991)
Public Charges for Services	1,753,250	1,764,250	1,570,826	1,446,358	(124,468)
Intergovernmental Charges	203,200	203,200	124,113	125,977	1,864
Investment Income	220,000	220,000	201,667	164,090	(37,577)
Sale of Capital Assets	-	-	-	572	572
Miscellaneous Revenue	128,150	128,150	122,432	149,836	27,404
Transfer from Other Funds	1,050,000	1,076,950	1,009,231	989,450	(19,781)
Total Revenue	\$ 24,291,823	\$ 24,329,773	\$ 23,733,998	\$ 23,200,654 97.75%	\$ (533,344)

Expenditures	2017 Original Budget	2017 Amended Budget	2017 Year-to-Date Budget	2017 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,063,257	\$ 3,137,407 A	\$ 2,931,187	\$ 2,697,029 E	\$ 234,158
Public Safety	16,768,325	16,916,397 A	15,446,806	15,265,292 E	181,514
Public Works	4,196,359	4,239,523 A	3,784,159	3,542,098 E	242,061
Health and Human Services	684,797	695,797	644,125	628,182	15,943
Other Culture and Recreation	172,218	179,454 A	160,729	178,649 E	(17,920)
Conservation and Development	623,677	631,177 A	579,410	500,524 E	78,886
Contingency and Unclassified	707,500	484,912 A	251,673	19,983	231,690
Anticipated underexpenditures	(455,820)	(455,820)	-	-	-
Transfers to Other Funds	24,000	57,138	54,376	57,138	(2,762)
Encumbrances	-	-	-	(157,335)	-
Total Expenditures	\$ 25,784,313	\$ 25,885,985	\$ 23,852,465	\$ 22,731,560 95.30%	\$ 963,570
Excess of revenue over (under) expenditures	(1,492,490)	(1,556,212)	<u>\$ (118,467)</u>	469,094	<u>\$ 430,226</u>
Fund balance, beginning of year	7,690,684	7,690,684		7,690,684	
Fund balance, end of period	<u>\$ 6,198,194</u>	<u>\$ 6,134,472</u>		<u>\$ 8,159,778</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
November 31, 2017 and 2016

	2017 Special Assessment	2017 Debt Service	2017 Total	2016 Special Assessment	2016 Debt Service	2016 Total
Assets						
Cash and investments	\$ 651,898	\$ -	\$ 651,898	\$ 514,668	\$ 84,435	\$ 599,103
Special assessment receivable	115,600	-	115,600	111,456	-	111,456
Total Assets	<u>\$ 767,498</u>	<u>\$ -</u>	<u>\$ 767,498</u>	<u>\$ 626,124</u>	<u>\$ 84,435</u>	<u>\$ 710,559</u>
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 115,600	\$ -	\$ 115,600	\$ 111,456	\$ -	\$ 111,456
Unassigned fund balance	651,898	-	651,898	514,668	84,435	599,103
Total Liabilities and Fund Balance	<u>\$ 767,498</u>	<u>\$ -</u>	<u>\$ 767,498</u>	<u>\$ 626,124</u>	<u>\$ 84,435</u>	<u>\$ 710,559</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 31, 2017 and 2016

	2017 Special Assessment	2017 Debt Service	2017 Year-to-Date Actual	2017 Amended Budget	2016 Special Assessment	2016 Debt Service	2016 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ -	\$ 1,500,000	\$ 1,500,000
Special Assessments	80,641	-	80,641	-	5,252	-	5,252
Investment Income	4,840	735	5,575	-	3,390	2,422	5,812
Total Revenue	<u>85,481</u>	<u>1,300,735</u>	<u>1,386,216</u>	<u>1,300,000</u>	<u>8,642</u>	<u>1,502,422</u>	<u>1,511,064</u>
Expenditures:							
Debt Service:							
Principal	-	1,355,000	1,355,000	1,355,000	-	1,300,000	1,300,000
Interest	-	144,613	144,613	272,463	-	265,588	265,588
Bond Issuance Cost	-	-	-	-	-	53,789	53,789
Total expenditures	<u>-</u>	<u>1,499,613</u>	<u>1,499,613</u>	<u>1,627,463</u>	<u>-</u>	<u>1,619,377</u>	<u>1,619,377</u>
Transfers in	-	114,370	114,370	327,113	-	170,931	170,931
Transfers out	(373)	-	(373)	-	-	-	-
Refunding Bond Issuance	-	-	-	-	-	5,770,000	5,770,000
Premium (Discount) on Refunding Bonds	-	-	-	-	-	154,202	154,202
Repayment of Refunded bonds	-	-	-	-	-	(5,895,000)	(5,895,000)
Net change in fund balances	<u>85,108</u>	<u>(84,508)</u>	<u>600</u>	<u>(350)</u>	<u>8,642</u>	<u>83,178</u>	<u>91,820</u>
Fund balance, beginning of year	<u>566,790</u>	<u>84,508</u>	<u>651,298</u>	<u>651,298</u>	<u>506,026</u>	<u>1,257</u>	<u>507,283</u>
Fund balance, end of period	<u>\$ 651,898</u>	<u>\$ -</u>	<u>\$ 651,898</u>	<u>\$ 650,948</u>	<u>\$ 514,668</u>	<u>\$ 84,435</u>	<u>\$ 599,103</u>

City of Franklin
Tax Increment Financing District #3
Balance Sheet
November 30, 2017 and 2016

<u>Assets</u>	<u>2017</u>	<u>2016</u>
Cash & investments	\$ 1,945,368	\$ 1,895,749
Total Assets	<u>\$ 1,948,418</u>	<u>\$ 1,895,749</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 598	\$ 455
Interfund advance from Development Fund	<u>550,000</u>	<u>550,000</u>
Total Liabilities	550,598	550,455
Assigned fund balance	<u>1,397,820</u>	<u>1,345,294</u>
Total Liabilities and Fund Balance	<u>\$ 1,948,418</u>	<u>\$ 1,895,749</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016

	<u>2017 Annual Budget</u>	<u>2017 Amended Budget</u>	<u>2017 Year-to-Date Budget</u>	<u>2017 Year-to-Date Actual</u>	<u>2016 Year-to-Date Actual</u>
Revenue					
General property tax levy	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ 1,253,575	\$ 1,730,642
State exempt computer aid	464,300	464,300	464,300	458,196	355,862
Investment income	3,000	3,000	2,856	20,874	10,962
Transfer from other funds	-	113,516	104,056	113,516	113,515
Total revenue	<u>1,767,300</u>	<u>1,880,816</u>	<u>1,871,212</u>	<u>1,846,161</u>	<u>2,210,981</u>
Expenditures					
Transfer to other funds	-	-	-	-	62,289
Debt service principal	1,675,000	1,675,000	1,675,000	1,675,000	650,000
Debt service interest & fees	55,325	55,325	55,325	54,902	86,519
Administrative expenses	12,720	12,720	9,684	15,436	36,917
Interfund interest	19,250	19,250	19,250	14,398	17,818
Capital outlays	-	1,645,124	1,296,466	1,383,323	2,352,954
Encumbrances	-	-	-	(1,353,313)	(1,344,350)
Total expenditures	<u>1,762,295</u>	<u>3,407,419</u>	<u>3,055,725</u>	<u>1,789,746</u>	<u>1,862,147</u>
Revenue over (under) expenditures	5,005	(1,526,603)	<u>\$ (1,184,513)</u>	56,415	348,834
Fund balance, beginning of year	<u>1,341,405</u>	<u>1,341,405</u>		<u>1,341,405</u>	<u>996,460</u>
Fund balance, end of period	<u>\$ 1,346,410</u>	<u>\$ (185,198)</u>		<u>\$ 1,397,820</u>	<u>\$ 1,345,294</u>

City of Franklin
Tax Increment Financing District #4
Balance Sheet
November 30, 2017 and 2016

<u>Assets</u>	2017	2016
Cash & investments	\$ 2,407,320	\$ 1,243,603
Total Assets	<u>\$ 2,407,320</u>	<u>\$ 1,243,603</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 472	\$ 454
Total Liabilities	<u>472</u>	<u>454</u>
Assigned fund balance	2,406,848	1,243,149
Total Liabilities and Fund Balance	<u>\$ 2,407,320</u>	<u>\$ 1,243,603</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016

	2017 Annual Budget	2017 Amended Budget	2017 Year-to-Date Budget	2017 Year-to-Date Actual	2016 Year-to-Date Actual
Revenue					
General property tax levy	\$ 994,000	\$ 994,000	\$ 994,000	\$ 1,013,892	\$ 1,289,709
Payment in Lieu of Taxes	85,000	85,000	85,000	148,173	91,206
State exempt computer aid	16,200	16,200	16,200	15,960	18,043
Investment income	19,200	19,200	17,600	17,464	(5,128)
Total revenue	<u>1,114,400</u>	<u>1,114,400</u>	<u>1,112,800</u>	<u>1,195,489</u>	<u>1,393,830</u>
Expenditures					
Debt service/interfund interest	-	-	-	-	920
Administrative expenses	9,075	89,075	8,319	83,300	11,545
Development incentive/grant	-	980,000	898,333	-	-
Encumbrances	-	-	-	(52,377)	-
Total expenditures	<u>9,075</u>	<u>1,069,075</u>	<u>906,652</u>	<u>30,923</u>	<u>12,465</u>
Revenue over (under) expenditures	1,105,325	45,325	<u>\$ 206,148</u>	1,164,566	1,381,365
Fund balance, beginning of year	<u>1,242,282</u>	<u>1,242,282</u>		<u>1,242,282</u>	<u>(138,216)</u>
Fund balance, end of period	<u>\$ 2,347,607</u>	<u>\$ 1,287,607</u>		<u>\$ 2,406,848</u>	<u>\$ 1,243,149</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
November 30, 2017 and 2016

	2017	2016
<u>Assets</u>		
Cash & investments	\$ (5,882)	\$ (22,739)
Total Assets	<u>\$ (5,882)</u>	<u>\$ (22,739)</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 8,878	\$ 4,412
Interfund advance from General Fund	74,695	24,695
Total Liabilities	<u>83,573</u>	<u>29,107</u>
Unassigned fund balance	(89,455)	(51,846)
Total Liabilities and Fund Balance	<u>\$ (5,882)</u>	<u>\$ (22,739)</u>

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016

	2017 Annual Budget	2017 Amended Budget	2017 Year-to-Date Budget	2017 Year-to-Date Actual	2016 Year-to-Date Actual
Revenue					
Bond proceeds	\$ 11,430,312	\$ 11,430,312	\$ 11,430,312	\$ -	\$ -
Transfer from other funds	-	-	-	-	-
Total revenue	<u>11,430,312</u>	<u>11,430,312</u>	<u>11,430,312</u>	<u>-</u>	<u>-</u>
Expenditures					
Transfer to other funds	10,949,250	10,949,250	6,500,000	-	-
Debt service interest & fees	206,700	206,700	206,700	-	-
Administrative expenses	61,270	91,418	86,986	68,999	65,745
Encumbrances	-	-	-	(31,390)	(13,899)
Total expenditures	<u>11,217,220</u>	<u>11,247,368</u>	<u>6,793,686</u>	<u>37,609</u>	<u>51,846</u>
Revenue over (under) expenditures	213,092	182,944	<u>\$ 4,636,626</u>	(37,609)	(51,846)
Fund balance, beginning of year	(51,846)	(51,846)		(51,846)	-
Fund balance, end of period	<u>\$ 161,246</u>	<u>\$ 131,098</u>		<u>\$ (89,455)</u>	<u>\$ (51,846)</u>

City of Franklin
Solid Waste Collection Fund
Balance Sheet
November 30, 2017 and 2016

<u>Assets</u>	2017	2016
Cash and investments	\$ 646,564	\$ 575,110
Accrued Receivables	90	303
Total Assets	\$ 646,654	\$ 575,413
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 145,080	\$ 138,762
Accrued salaries & wages	-	292
Restricted fund balance	501,574	436,359
Total Liabilities and Fund Balance	\$ 646,654	\$ 575,413

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016

	2017 Adopted Budget	2017 Year-to-Date Actual	2016 Year-to-Date Actual
Revenue			
Grants	\$ 69,200	\$ 68,838	\$ 65,995
User Fees	1,203,200	1,210,219	1,199,756
Landfill Operations-tippage	346,000	291,433	280,236
Investment Income	2,500	7,832	5,001
Sale of Recyclables	500	36	905
Total Revenue	1,621,400	1,578,358	1,551,893
Expenditures:			
Personal Services	13,215	13,703	16,437
Refuse Collection	666,751	619,748	603,964
Recycling Collection	355,650	338,596	333,478
Leaf & Brush Pickups	54,300	54,259	53,360
Tippage Fees	455,000	379,137	365,416
Miscellaneous	3,500	2,224	3,708
Printing	1,800	-	115
Total expenditures	1,550,216	1,407,667	1,376,478
 Revenue over (under) expenditures	 71,184	 170,691	 175,415
 Fund balance, beginning of year	 330,883	 330,883	 260,944
 Fund balance, end of period	 \$ 402,067	 \$ 501,574	 \$ 436,359

**City of Franklin
Capital Outlay Fund
Balance Sheet
November 30, 2017 and 2016**

<u>Assets</u>	2017	2016
Cash and investments	\$ 390,757	\$ 547,469
Total Assets	\$ 390,757	\$ 547,469
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 22,248	\$ 9,972
Miscellaneous claims payable	-	6,422
Encumbrance	68,335	196,410
Assigned fund balance	300,174	334,665
Total Liabilities and Fund Balance	\$ 390,757	\$ 547,469

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016**

Revenue	2017 Original Budget	2017 Amended Budget	2017 Year-to-Date Budget	2017 Year-to-Date Actual *	2016 Year-to-Date Actual
Property Taxes	\$ 444,300	\$ 444,300	\$ 444,300	\$ 444,300	\$ 437,100
Grants	-	-	-	7,046	4,425
Landfill Siting	148,000	148,000	148,000	153,000	67,000
Investment Income	6,000	6,000	5,500	4,328	5,793
Miscellaneous Revenue	25,000	58,470	21,064	54,075	30,999
Transfers from Other Funds	3,500	36,638	36,638	33,138	-
Total Revenue	626,800	693,408	655,502	695,887	545,317
Expenditures:					
General Government	217,379	294,918	181,256	138,499	155,261
Public Safety	389,589	558,150	460,570	497,537	582,515
Public Works	51,000	51,000	48,911	42,410	82,761
Health and Human Services	-	-	-	-	902
Culture and Recreation	7,000	17,776	13,065	13,931	12,690
Conservation and Development	1,900	1,900	1,742	1,618	833
Contingency	30,000	20,470	27,500	13,690	41,850
Transfers to Other Funds	-	26,950	-	26,950	-
Total expenditures	696,868	971,164	733,044	734,635	876,812
Revenue over (under) expenditures	(70,068)	(277,756)	(77,542)	(38,748)	(331,495)
Fund balance, beginning of year	338,922	338,922		338,922	666,160
Fund balance, end of period	\$ 268,854	\$ 61,166		\$ 300,174	\$ 334,665

* Amount shown is actual expenditures plus encumbrance

**City of Franklin
Equipment Replacement Fund
Comparative Balance Sheet
November 30, 2017 and 2016**

	2017	2016
<u>Assets</u>		
Cash and investments	\$ 2,346,907	\$ 2,406,325
Total Assets	<u>\$ 2,346,907</u>	<u>\$ 2,406,325</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 24,942	\$ -
Encumbrance	-	83,262
Assigned fund balance	2,321,965	2,323,063
Total Liabilities and Fund Balance	<u>\$ 2,346,907</u>	<u>\$ 2,406,325</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016**

	2017 Original Budget	2017 Amended Budget	2017 Year-to-Date Budget	2017 Year-to-Date Actual *	2016 Year-to-Date Actual
Revenue:					
Property Taxes	\$ 348,300	\$ 348,300	\$348,300	\$ 348,300	\$ 342,600
Landfill	200,000	200,000	200,000	209,693	200,000
Investment Income	25,000	25,000	22,917	19,997	9,181
Property Sales	15,000	15,000	9,483	28,201	81,279
Total revenue	<u>588,300</u>	<u>588,300</u>	<u>580,700</u>	<u>606,191</u>	<u>633,060</u>
Expenditures:					
Public Safety	250,000	250,000	238,365	237,358	-
Public Works	400,000	436,891	416,979	417,871	614,640
Total expenditures	<u>650,000</u>	<u>686,891</u>	<u>655,344</u>	<u>655,229</u>	<u>614,640</u>
Revenue over (under) expenditures	(61,700)	(98,591)	<u>(74,644)</u>	(49,038)	18,420
Fund balance, beginning of year	<u>2,371,003</u>	<u>2,371,003</u>		<u>2,371,003</u>	<u>2,304,643</u>
Fund balance, end of period	<u>\$ 2,309,303</u>	<u>\$ 2,272,412</u>		<u>\$ 2,321,965</u>	<u>\$ 2,323,063</u>

* Amount shown is actual expenditures plus encumbrance

**City of Franklin
Street Improvement Fund
Balance Sheet
November 30, 2017 and 2016**

<u>Assets</u>	2017	2016
Cash and investments	\$ 293,641	\$ 164,442
Accrued receivables	-	92,875
Total Assets	\$ 293,641	\$ 257,317
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 742	\$ -
Assigned fund balance	292,899	257,317
Total Liabilities and Fund Balance	\$ 293,641	\$ 257,317

**Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016**

	2017 Original Budget	2017 Year-to-Date Totals	2016 Year-to-Date Totals
Revenue:			
Property Taxes	\$ 704,900	\$ 704,900	\$ 693,500
Landfill Siting	133,000	139,600	133,000
Investment Income	5,500	6,283	3,677
Refunds and Reimbursements	-	-	28,855
Total revenue	843,400	850,783	951,907
 Expenditures:			
Street Reconstruction Program - Current Year	940,000	815,212	940,545
Revenue over (under) expenditures	(96,600)	35,571	11,362
Fund balance, beginning of year	257,328	257,328	245,955
Fund balance, end of period	\$ 160,728	\$ 292,899	\$ 257,317

City of Franklin
Capital Improvement Fund
Balance Sheet
November 30, 2017 and 2016

<u>Assets</u>	2017	2016
Cash and investments	\$ 2,129,086	\$ 2,522,360
Accrued receivables	847	847
Total Assets	\$ 2,129,933	\$ 2,523,207
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 11,184	\$ 9,436
Accrued payables	90,000	52,000
Fund Balance - Encumbrance	623,526	654,058
Assigned fund balance	1,405,223	1,807,713
Total Liabilities and Fund Balance	\$ 2,129,933	\$ 2,523,207

Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016

	2017 Original Budget	2017 Amended Budget	2017 Year-to-Date Totals	2016 Year-to-Date Totals
Revenue:				
Block Grants	\$ -	\$ -	\$ -	\$ -
Other Grants	-	638,000	-	-
Landfill Siting	389,500	389,500	169,132	394,958
Transfers from Other Funds	390,000	390,000	-	62,289
Transfers from General Funds	10,949,250	10,949,250	-	1,100,000
Transfers from Impact Fees	2,779,725	2,779,725	-	140,103
Transfers from Connection Fees	900,000	900,000	-	-
Bond Proceeds	8,500,000	8,500,000	-	-
Refunds & Reimbursements	-	207,480	97,480	87,355
Investment Income	5,000	5,000	23,019	(8,298)
Total revenue	23,913,475	24,758,955	289,631	1,776,407
Expenditures:				
General Government	1,800,000	1,855,000	39,123	4,343
Public Safety	102,800	341,857	148,506	526,422
Public Works	11,653,000	13,261,494	1,242,101	360,885
Culture and Recreation	4,824,326	4,978,801	55,350	537,188
Sewer & Water	4,059,500	4,059,500	-	116,177
Contingency	2,196,375	2,149,855	3,084	-
Bond/Note Issuance Cost	170,000	170,000	-	-
Transfers to Other Funds	-	113,516	113,516	113,515
Total expenditures	24,806,001	26,930,023	1,601,680	1,658,530
Revenue over (under) expenditures	(892,526)	(2,171,068)	(1,312,049)	117,877
Fund balance, beginning of year	2,717,272	2,717,272	2,717,272	1,689,836
Fund balance, end of period	\$ 1,824,746	\$ 546,204	\$ 1,405,223	\$ 1,807,713

**City of Franklin
Development Fund
Comparative Balance Sheet
November 30, 2017 and 2016**

<u>Assets</u>	2017	2016
Cash and investments	\$ 3,946,931	\$ 3,858,447
Due From TID 3	275,000	275,000
Total Assets	\$ 4,221,931	\$ 4,133,447
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Payable to Developers- Oversizing	79,732	20,702
Non-Spendable Fund Balance - Advances	275,000	275,000
Encumbrance	3,321	3,321
Assigned fund balance	3,863,878	3,834,424
Total Fund Balance	4,138,878	4,109,424
Total Liabilities and Fund Balance	\$ 4,221,931	\$ 4,133,447

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016**

	2017 Original Budget	2017 Year-to-Date Budget	2017 Year-to-Date Actual	2016 Year-to-Date Actual
Revenue:				
Impact Fee: Parks	\$ 300,000	\$ 294,491	\$ 57,078	\$ 203,953
Impact Fee: Southwest Sewer Serv	-	-	-	-
Impact Fee: Administration	6,000	5,779	2,530	4,950
Impact Fee: Water	275,000	257,775	115,696	206,237
Impact Fee: Transportation	37,000	34,133	18,954	8,570
Impact Fee: Fire Protection	40,000	38,002	16,614	30,198
Impact Fee: Law Enforcement	73,000	69,339	30,497	56,096
Impact Fee: Library	60,000	58,816	16,614	57,725
Total Impact Fees	791,000	758,335	257,983	567,729
Investment Income	35,000	32,083	32,117	21,366
Interfund Interest Income	1,618	1,483	7,199	8,909
Total revenue	827,618	791,901	297,299	598,004
Expenditures:				
Other Professional Services	5,000	5,000	3,321	3,321
Transfer to Debt Service:				
Law Enforcement	205,000	205,000	34,654	63,044
Fire	43,100	43,100	43,006	42,957
Transportation	73,250	73,250	11,024	10,000
Library	133,100	133,100	25,313	54,930
Total Transfers to Debt Service	454,450	454,450	113,997	170,931
Transfer to Capital Improvement Fund:				
Park	2,891,185	2,275,860	-	140,103
Total Transfers to Capital Improve	2,891,185	2,275,860	-	140,103
Water Fees	500,000	458,333	99,665	25,878
Total expenditures	3,850,635	3,193,643	216,983	340,233
Revenue over (under) expenditures	(3,023,017)	(2,401,742)	80,316	257,771
Fund balance, beginning of year	4,058,562		4,058,562	3,851,653
Fund balance, end of period	\$ 1,035,545		\$ 4,138,878	\$ 4,109,424

City of Franklin
Utility Development Fund
Comparative Balance Sheet
November 30, 2017 and 2016

<u>Assets</u>	<u>2017</u>	<u>2016</u>
Cash and investments - Water	\$ 542,208	\$ 419,199
Cash and investments - Sewer	715,481	604,537
Special Assessment - Water Current	212,416	280,385
Special Assessment - Water Deferred	332,962	349,060
Special Assessment - Sewer Current	297,705	351,176
Special Assessment - Sewer Deferred	76,728	99,831
Reserve for Uncollectible	(40,982)	(80,182)
Total Assets	\$ 2,136,518	\$ 2,024,006
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	878,829	1,000,270
Total Fund Balance	1,257,689	1,023,736
Total Liabilities and Fund Balance	\$ 2,136,518	\$ 2,024,006

Comparative Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016

	<u>2017</u>	<u>2017</u>	<u>2017</u>	<u>2016</u>
	<u>Original</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
Revenue:	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Special Assessments				
Water	\$ 73,000	\$ 40,804	\$ 468	\$ 50,291
Sewer	50,000	26,939	-	42,194
Connection Fees				
Water	4,100	4,100	2,281	-
Sewer	35,000	33,983	17,280	17,100
Total Impact Fees	<u>162,100</u>	<u>105,826</u>	<u>20,029</u>	<u>109,585</u>
Special Assessment Interest	44,400	15,724	17	3,597
Investment Income	-	-	13,453	3,551
Total revenue	<u>206,500</u>	<u>121,550</u>	<u>33,499</u>	<u>116,733</u>
Transfer to Capital Improvement Fund:				
Water	450,000	142,279	-	-
Sewer	450,000	197,957	-	-
Total Transfers to Capital Improven	<u>900,000</u>	<u>340,236</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(693,500)	(218,686)	33,499	116,733
Fund balance, beginning of year			<u>1,224,190</u>	<u>907,003</u>
Fund balance, end of period			<u>\$ 1,257,689</u>	<u>\$ 1,023,736</u>

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
November 30, 2017 and 2016

<u>Assets</u>	<u>2017</u>	<u>2016</u>
Cash and investments	\$ 2,106,539	\$ 2,861,615
Accounts receivable	588	288
Interfund advance receivable	275,000	275,000
Prepaid expenses	1,500	57,500
Total Assets	\$ 2,383,627	\$ 3,194,403
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 13,986	\$ 55,535
Claims payable	270,500	270,500
Unrestricted net assets	2,099,141	2,868,368
Total Liabilities and Fund Balance	\$ 2,383,627	\$ 3,194,403

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016

	<u>2017</u>	<u>2017</u>	<u>2017</u>	<u>2016</u>
	<u>Budget</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
<u>Revenue</u>		<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Medical Premiums-City	\$ 2,573,850	2,366,952	\$ 2,223,235	\$ 2,266,655
Medical Premiums-Employee	426,800	391,188	387,332	383,472
Other - Investment Income, etc.	35,000	32,083	53,265	28,492
Medical Revenue	3,035,650	2,790,223	2,663,832	2,678,619
Dental Premiums-City	115,400	100,400	99,006	98,079
Dental Premiums-Retirees	5,850	5,850	3,492	3,456
Dental Premiums-Employee	56,100	53,314	50,420	51,747
Dental Revenue	177,350	159,564	152,918	153,282
Total Revenue	3,213,000	2,949,787	2,816,750	2,831,901
Expenditures:				
Active Employees-Medical				
Medical claims - Current Year	2,119,200	1,901,318	1,923,160	2,138,563
Medical claims - Prior Year	-	-	268,270	264,043
Prescription drug claims	335,000	297,501	255,281	280,337
Refunds-Stop Loss Coverage	-	-	(4,349)	(296,362)
Total Claims-Actives	2,454,200	2,198,819	2,442,362	2,386,581
Medical Claim Fees	224,300	215,110	172,055	165,235
Memberships	-	-	3,180	3,120
Miscellaneous Wellness	75,000	74,023	84,345	71,177
Section 125 administration Fee	6,200	5,566	3,375	2,117
Stop Loss Premiums	635,900	604,449	573,568	594,048
ACA Fees	25,000	25,000	1,309	27,143
Total Medical Costs-Actives	3,420,600	3,122,967	3,280,194	3,249,421
Active Employees-Dental				
Dental Claims	152,000	137,736	159,841	156,588
Dental Claim Fees	12,000	11,386	17,568	11,198
Total Dental Costs-Actives	164,000	149,122	177,409	167,786
Retirees-Dental				
Dental Claims	6,100	5,599	5,809	8,037
Dental Claim Fees	200	190	272	171
Total Dental Costs-Retirees	6,300	5,789	6,081	8,208
Total Dental Costs	170,300	154,911	183,490	175,994
Claims contingency	591,500	542,208	-	-
Total Expenditures	4,182,400	3,820,086	3,463,684	3,425,415
Revenue over (under) expenditures	(969,400)	\$ (870,299)	(646,934)	(593,514)
Net assets, beginning of year	2,746,075		2,746,075	3,461,882
Net assets, end of period	\$ 1,776,675		\$ 2,099,141	\$ 2,868,368

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
November 30, 2017 and 2016

<u>Assets</u>	2017	2016
Cash and investments	\$ 37,032	\$ -
Investments held in trust - Fixed Inc	2,442,986	1,701,134
Investments held in trust - Equities	3,164,515	3,383,830
Accounts receivable	5,981	1,959
Due from Water Utility	150	356
Total Assets	\$ 5,650,664	\$ 5,087,279
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 353	\$ 493
Claims payable	45,000	45,000
Due to City	-	223,577
Net assets held in trust for post emp	5,605,311	4,818,209
Total Liabilities and Fund Balance	\$ 5,650,664	\$ 5,087,279

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Eleven months ended November 30, 2017 and 2016

	2017	2016
	Year-to-Date	Year-to-Date
<u>Revenue</u>	<u>Actual</u>	<u>Actual</u>
ARC Medical Charges - City	\$ 192,680	\$ 174,680
Medical Charges - Retirees	91,223	84,137
Implicit Rate Subsidy	88,219	5,305
Medical Revenue	372,122	264,122
Expenditures:		
Retirees-Medical		
Medical claims - Current Year	167,291	129,470
Medical claims - Prior Year	19,245	33,126
Prescription drug claims	93,931	87,757
Refunds-Stop Loss Coverage	-	3,239
Total Claims-Retirees	280,467	253,592
Medical Claim Fees	18,852	15,718
Stop Loss Premiums	72,372	68,191
Miscellaneous Expense	300	255
ACA Fees	131	2,218
Total Medical Costs-Retirees	372,122	339,974
Revenue over (under) expenditures	-	(75,852)
Annual Required Contribution-Net	76,517	-
Other - Investment Income, etc.	642,958	376,076
Total Revenues	719,475	376,076
Net Revenues (Expenditures)	719,475	300,224
Net assets, beginning of year	4,885,836	4,517,985
Net assets, end of period	\$ 5,605,311	\$ 4,818,209

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE January 23, 2018
REPORTS AND RECOMMENDATIONS	<p>Tax Incremental District No. 5 Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) Ballpark Commons Sports Anchored Mixed-Use Development Project Development Agreement.</p> <p>The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Tax Incremental District No. 5 Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER <i>G.16.</i>
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Tax Incremental District No. 5 Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) Ballpark Commons Sports Anchored Mixed-Use Development Project Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p>		

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/23/18
REPORTS AND RECOMMENDATIONS	<p>Interstate Partners LLC Commercial, Light Industrial and Distribution Development on the southwest corner of South 27th Street and West Oakwood Road; Tax Incremental District No. 4 Development Agreement Between the City of Franklin and JAMS IP LLC. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the terms and negotiation of a development agreement with JAMS IP LLC for the Interstate Partners LLC commercial, light industrial and distribution development on the southwest corner of South 27th Street and West Oakwood Road, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER <i>G.17.</i>

On August 1, 2017, the Common Council passed the following motion related to the proposed development by Interstate Partners, LLC near the southwest corner of S. 27th Street and W. Oakwood Road; Tax Incremental District No. 4:

“A motion to approve a Tax Incremental District No. 4 Development Agreement Between the City of Franklin and JAMS IP LLC (a designated Interstate Partners LLC entity, or other designee), which is to include a \$980,000 development incentive payment from the City to support the project, subject to format and content changes approved by the Economic Development Director, the City Attorney and the Director of Finance and Treasurer, and subject to the adoption of the necessary budget ordinance which is the next item on the agenda” (reference is to the 8/1/17 agenda, not 1/23/18).

An edited counter proposal has been submitted by the developer for consideration by the City (enclosed). The counter proposal includes changes, beyond the “format and content” changes authorized for staff approval as part of the Council action on 8/1/17.

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the terms and negotiation of a development agreement with JAMS IP LLC for the Interstate Partners LLC commercial, light industrial and distribution development on the southwest corner of South 27th Street and West Oakwood Road, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate;

or

such other action as the Common Council may deem appropriate.

**TAX INCREMENTAL DISTRICT NO. 4
DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
JAMS OAKWOOD~~HP~~ LLC
Commercial, Light Industrial and Distribution Development on
SWC of South 27th Street and West Oakwood Road**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of ~~December~~September ____, 2017 by and between **JAMS OAKWOOD~~HP~~ LLC**, a Wisconsin limited liability company, its successors and/or assigns ("Developer"), and the **CITY OF FRANKLIN, WISCONSIN**, a Wisconsin municipal corporation ("City").

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RECITALS

City and Developer acknowledge the following:

A. Developer is or will be the Owner of that certain real property located at the southwest corner of South 27th Street and West Oakwood Road, legally described in **Exhibit A** attached hereto (the "Property").

B. The Property is located within the boundaries of Tax Incremental District No. 4, City of Franklin, Wisconsin (the "District"). Pursuant to Wis. Stat. § 66.1105 (the "Tax Increment Law"), the City adopted a plan for redevelopment within the District (the "Project Plan").

C. Developer and its affiliates plan on constructing approximately 230,000 square feet of commercial, light industrial and distribution space in two buildings and related improvements on the Property, with an estimated development cost of not less than \$11.5 million (the "Project"). It is acknowledged that development of the Project as described above will be consistent with the Project Plan.

D. The City desires to encourage economic development, expand its tax base and create new jobs within the City, the District and upon the Property. The City finds that the development of the Project and the fulfillment of the terms and conditions of this Agreement will further such goals, are in the vital and best interests of the City and its residents, and will serve a public purpose in accordance with state and local law.

E. The development of the Project would not occur without the financial participation of the City as set forth in this Agreement.

F. The City, pursuant to Common Council action dated August 1, 2017, has approved this Agreement and authorized its execution by the proper City officials on the City's behalf.

G. Developer has approved this Agreement and authorized its execution by the appropriate representatives on its behalf.

AGREEMENTS

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In consideration of the RECITALS and the terms and conditions set forth herein, the parties agree and covenant as follows:

ARTICLE I DEVELOPER ACTIVITIES AND OBLIGATIONS

A. Developer shall construct the Project in accordance with all applicable City zoning and building codes, ordinances and regulations. Developer warrants and represents to the City that the Project will contain approximately 230,000 square feet of developed building space and that total development costs expended on the Project (inclusive of personal property) shall be not less than \$11,500,000. Developer or an affiliate shall substantially complete construction of "Phase I" of the Project (the eastern approximately 100,000 square foot building and related improvements) on or before July 31, 2019 ("Phase I Completion Date"), and Developer or an affiliate shall substantially complete construction of "Phase II" of the Project (the western approximately 130,000 square foot building and related improvements) on or before August 31, 2021 ("Phase II Completion Date"), all in accordance with final plans and specifications (including landscaping plans) approved by the City, including, but not limited to the terms, provisions and conditions of drawings for the Project prepared by JAKnetter Architects dated April 25, 2017 and any subsequently approved plans, and of which this Agreement and its terms and conditions are a condition thereof (the "Plans and Specifications"). Copies of the Plans and Specifications will be retained at the offices of the City Economic Development Department. Phase I and Phase II of the Project each shall be deemed to be substantially complete on the date that the City Building Inspector issues a certificate of occupancy for the principal building in that phase of the Project, which certificate may be subject to completion of landscaping and similar seasonal items and other non-material corrective actions. The City Building Inspector shall not issue the certificate of occupancy if the built phase of the Project does not conform to the Plans and Specifications, subject to any changes to the Plans and Specifications that may have been approved by the City.

B. Phase I of the Project shall include sanitary sewer and water extensions, improvements to Oakwood Road (including a turn lane), a sidewalk parallel to Oakwood Road, grading, berming and stormwater management improvements. Phase II of the Project shall include additional sanitary sewer and water improvements and additional grading, berming and stormwater management activities. To the extent any improvements that will be dedicated to the public are included within the scope of work for either Phase I or Phase II of the Project (the "Public Improvements"), Developer will complete the installation of the Public Improvements for each phase in accordance with City specifications, including the execution of a City standard form development agreement where applicable terms thereof are not specifically set forth in this Agreement, and will dedicate the same to the City in accordance with City inspection and acceptance procedures. If required by applicable law, Developer agrees to comply with public bidding requirements under the Wisconsin Statutes for all work involving improvements to public rights of way or public property or that constitutes public improvements under applicable law (together referred to as the "Public Improvements"). The Public Improvements shall at all times be subject to City inspection and approval and the City or other public entity shall not be required to accept conveyance of the Public Improvements for either Phase I or Phase II of the

Project unless the Public Improvements for that phase have been constructed in a good and workmanlike manner, in accordance with the City-approved plans for the Public Improvements, and otherwise are in a condition reasonably acceptable to the City. Following approval by the City of the completed Public Improvements for Phase I or Phase II of the Project, the Public Improvements for the phase shall be conveyed to the City or other public entity, to the extent appropriate. The Developer shall provide to the City or other public entity from the Developer and all contractors and consultants involved in connection with the construction and installation of the Public Improvements, a one-year warranty against defects in construction, materials and workmanship, in a form reasonably acceptable to the City.

C. The Developer shall arrange for funding for all costs of the Project in excess of the funds provided by its construction lender and the City. By proceeding to commence construction on the Project, Developer will be deemed to have represented and warranted to the City that Developer has secured sufficient debt and equity financing commitments to enable the Project to proceed. Upon written request, Developer shall deliver to the City a copy of any mortgage recorded or to be recorded against title to the Property or any portion thereof in the office of the Register of Deeds of Milwaukee County, Wisconsin.

ARTICLE II CITY ACTIVITIES AND OBLIGATIONS

A. City shall cooperate with Developer throughout the development and construction of the Project and the term of this Agreement and shall reasonably promptly review and/or process all submissions and applications in accordance with applicable City ordinances.

B. The City shall make a total financial contribution to the Project, including but not limited to the Public Improvements, in an amount not to exceed \$980,000 (the "Grant"), without triggering taxable income if possible, subject to the terms set forth below.

Provided that the Developer is not then in default beyond applicable notice and cure periods under this Agreement, the City shall pay the Grant to the Developer within ten (10) days after satisfaction of all of the following conditions:

(a) Developer has obtained permit(s) and necessary to commenced construction activities for Phase I, including but not limited to Phase I Public Improvements;

(b) Developer has obtained approval from the City Engineer with respect to detailed plans and specifications for those Public Improvements associated with Phase I of the Project;

(c) Developer has provided the City's financial consultant a budget for the construction costs for Phase I consistent with an assessed valuation for Phase I, once completed, of not less than \$5,000,000;

(d) Developer has obtained a commitment from a conventional third party lender for a construction loan as necessary to finance the construction costs of Phase I which exceed Developer's equity;

(e) Developer has provided the City's financial consultant with an executed construction contract(s) for construction activities on Phase I between Developer and a reputable contractor licensed in the State of Wisconsin on a standard AIA form document and consistent with an assessed valuation for Phase I, once completed, of not less than \$5,000,000; and

(f) Developer has provided the City evidence that Developer owns the Property in fee simple, free and clear of all monetary liens and encumbrances other than liens relating to the construction loan described in subsection (d) above and to this Agreement.

C. In the event that the City has paid the Grant to Developer and that portion of the Property associated with Phase I of the Project is not assessed with an equalized value of at least \$5,000,000 as of January 1, 2020, thereafter until the City has recouped the amount of the Grant from ad valorem property taxes (real property taxes and personal property taxes) generated from the Property and/or amounts paid under this subsection, the City may levy a special assessment against that portion of the Property associated with Phase I in an amount equal to the product of (i) \$5,000,000 less (ii) the actual equalized value of the Phase I portion of the Property, (iii) divided by \$1,000, and (iv) multiplied by the City's then current mill rate. In the event that the City has paid the Grant to Developer and the Property is not assessed with an equalized value of at least \$11,500,000 as of January 1, 2022, thereafter until the City has recouped the amount of the Grant, the City may levy a special assessment against the Property in an amount equal to the product of (i) \$11,500,000 less (ii) the actual equalized value of the Property, (iii) divided by \$1,000, and (iv) multiplied by the City's then current mill rate. Developer's obligations under this paragraph shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the associated portion of the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer. Notwithstanding the foregoing, upon the earlier to occur of (i) the equalized value of the Property achieving \$11,500,000 or more or (ii) the City recouping the amount of the Grant, the City shall cease levying special assessments under this paragraph. If the City collects more than the amount of the Grant from ad valorem property taxes generated from the Property (from the date of this Agreement through the termination of the District) and amounts paid under this subsection, the City shall refund to Developer any amount collected above the Grant.

D. Developer shall make its records substantiating the costs of the Project available to Ehlers and Associates, Inc., the outside financial consultant for the City, or its designee, including the construction cost budget and monthly construction draws and backup information provided to Developer by its contractor. Such information shall be held and treated as confidential and as trade secrets and shall not be part of the public record associated with the Project, if and as may be permitted under the Wisconsin Open Records Law.

E. The City shall not close or terminate the District until all obligations of the City under this Agreement have been fully performed or as otherwise expressly permitted under this

Agreement, provided that under the then circumstances, closure or termination is not required pursuant to law.

ARTICLE III PAYMENT OF TAXES; PAYMENT IN LIEU OF TAXES

Throughout the life of the District, Developer will pay (or cause to be paid) all ad valorem property taxes (real property taxes and personal property taxes) lawfully assessed against any portion of the Property owned by the Developer before or when due under the law and Developer guarantees that such taxes shall not become delinquent. The foregoing shall not prohibit the Developer from contesting, in good faith, the assessed value of any portion of the Property.

In the event that any portion of the Property becomes exempt from ad valorem taxes during the statutory life of the District and for a period of ~~ten~~twenty (20) years thereafter (the "PILOT Term"), then the Developer or any successor Developer and/or owner(s) of such exempt portion of the Property shall make (or cause to be made) during the PILOT Term annual payments in lieu of taxes in amounts equal to what the City's share of such ad valorem property taxes would have been for such portion of the Property (as determined by the City assessor) had it not been exempt. Such payment in lieu of taxes shall be due and payable at the same time and in the same manner as the ad valorem taxes would have been due and payable for such year. Developer's and/or owner(s)' obligations under this Article III upon any default shall be collectible as a debt upon an action at law; and shall also be otherwise collectible as are delinquent real estate taxes and any such delinquent amount shall constitute a lien upon the associated portion of the Property, as and in the same method, manner, status and legal existence as levied taxes are a lien against property pursuant to Wis. Stat. § 70.01; and shall also be otherwise collectible as are delinquent special charges pursuant to Wis. Stat. § 66.0627; and in addition to the foregoing, shall also be otherwise collectible by any other available legal and/or equitable remedy and as otherwise provided by law. If the Developer or any successor Developer and/or owner fails to make a payment in lieu of taxes when due, the City may, in addition to all other remedies available to it, levy a special assessment or special charge against the exempt portion of the Property in the amount of the unpaid payments. Any and all notice and hearing requirements which may be required under the law for such special assessment or special charge are hereby waived by Developer. The covenant contained in this Article shall be deemed to be a covenant running with the land and shall be binding upon all Developers and/or owners, successors and assigns of any portion of the Property for the duration of the PILOT Term. The City is hereby expressly declared to be a beneficiary of such covenant and entitled to enforce same against all successor Developers and/or owners of the Property.

**ARTICLE IV
NO PARTNERSHIP OR VENTURE**

Developer, its successors and/or assigns and/or owners of the Property shall be solely responsible for the completion of the Project. Nothing contained in this Agreement shall create or effect any partnership, venture or relationship between the City and Developer, its successors and/or assigns and/or owners of the Property in the construction of the Project.

**ARTICLE V
CONFLICT OF INTEREST**

No member, officer or employee of the City, during his/her tenure or for one year thereafter, will have or shall have had any interest, direct or indirect, in this Agreement or any proceeds thereof, unless such member or officer abstained from any participation in the City review process of the Project and the Agreement from the point of time when a potential conflict of interest arose and thereafter.

**ARTICLE VI
WRITTEN NOTICES**

All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission if by facsimile or email, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Article of a change of address:

If to the City: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Aaron Hertzberg, Director of Economic Development
 Facsimile No.: 414-427-7691
 Email address: AHertzberg@franklinwi.gov

With a Copy to: City of Franklin
 9229 West Loomis Road
 Franklin, WI 53132
 Attention: Sandra L. Wesolowski, City Clerk
 Facsimile No.: 414-425-6428
 Email address: SWesolowski@franklinwi.gov

| If to the Developer: JAMS OAKWOOD~~IP~~ LLC
 N16 W23217 Stone Ridge Drive, Suite 120
 Waukesha, WI 53186
 Attention: John B. Heller

Facsimile No.: 262-506-1001
Email address: jheller@interstate.com

With a Copy to: Matthew Ewig
JAMS WP, LLC
1020 Katherine Drive
Elm Grove, WI 53122
Email address: matt@langdonpartnersre.com

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ARTICLE VII DEFAULT

A. The occurrence of any one or more of the following events shall constitute a default by Developer hereunder ("Default"):

1. Developer fails to pay any amounts when due under this Agreement and further fails to pay such amounts on or before ten days following written notice of such failure; or
2. Any material representation or warranty made by Developer pursuant to this Agreement proves to have been false in any material respect as of the time when made or given; or
3. Developer materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement (other than relating to the payment of money), and such failure shall continue for thirty (30) days following notice thereof from the City (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the Developer has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from the City or such longer period of time as is reasonably agreed to by the City); or
4. Developer:
 - (a) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets; or
 - (b) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or
 - (c) has a petition or application filed against it in bankruptcy or any similar proceeding, or has such a proceeding commenced against it and such petition, application or proceeding shall remain undismissed for a period of ninety (90) days or Developer shall file an answer to such a petition or application, admitting the material allegations thereof; or

(d) applies to a court for the appointment of a receiver or custodian for any of its assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after his/her appointment; or

(e) adopts a plan of complete liquidation of its assets; or

(f) shall cease to exist.

B. The City shall be deemed to be in default in the event it materially breaches or fails to perform timely or observe timely any of its covenants or obligations under this Agreement, and such failure shall continue for thirty (30) days following notice thereof from Developer (or such longer period of time as is otherwise expressly set forth herein or as is reasonably necessary to cure the default as long as the City has commenced the cure of the default within the thirty (30) day period, is diligently pursuing the cure of the default and as long as the default is cured not later than one hundred twenty (120) days following the notice thereof from Developer or such longer period of time as is reasonably agreed to by the Developer).

C. Upon the occurrence of any Default by either party, upon ten (10) days' written notice, without further demand or action of any kind by the nondefaulting party and except as expressly set forth below, the nondefaulting party may, at its option, pursue any or all rights and remedies available at law or in equity. The City's rights shall include, but not be limited to temporary suspension of any payment of the City payments under this Agreement during the continuance of any Default by Developer, or City performance of any Developer obligation under this Agreement. Upon the cure of any such Default on the part of Developer, then, if and to the extent the City suspended any payments of City payments, the City shall promptly distribute to Developer any payments so suspended and promptly resume payments of amounts due with respect to the City payments due under this Agreement and continue such payments so that, subject to available Tax Increment, the cumulative amount paid upon full amortization is equal to that amount contemplated under this Agreement.

Except as expressly set forth herein, no remedy shall be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part of any party in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy.

Notwithstanding the foregoing, the City shall not terminate this Agreement or pursue, exercise or claim any rights or remedies arising out of a Default by Developer hereunder, except injunctive relief or the temporary suspension of City payments unless Developer, its mortgage lender or their designees have not commenced commercially reasonable efforts to cure any such Default within ninety ~~690~~ days after receipt of written notice from the City to Developer and its mortgage lender that if such efforts to cure such Default are not so commenced, then the City intends to pursue its other rights and remedies hereunder, including, without limitation, the right to terminate this Agreement. In no event may the City pursue the remedy of specific performance against Developer.

D. In the event of a Default by either party, all reasonable fees, costs and expenses incurred by the nondefaulting party, including reasonable attorneys fees, in connection with the enforcement of this Agreement shall be paid by the defaulting party, including without limitation the enforcement of the nondefaulting party's rights in any bankruptcy, reorganization or insolvency proceeding.

ARTICLE VIII MISCELLANEOUS

A. Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or, to the extent reasonably prudent or customary for similarly situated business operations, any non-governmental entity in connection with the development, construction, management and operation of the Project.

B. Developer shall maintain the following insurance policies issued by insurers licensed in the State of Wisconsin, with Best's A ratings and in the financial size category as insurers of similar projects, with such policies (the "Insurance Policies") covering loss by perils, hazards, liabilities and other risks and casualties and in such amounts as may be reasonably required by the City:

(i) Following completion of construction of the Project, "all risks" property insurance insuring against such risks as are insured against by developers of similar projects, in amounts equal to 100% replacement cost of all buildings, improvements, fixtures, equipment and other real and personal property constituting the Project with an extended replacement cost endorsement; and

(ii) During the construction of the Project, builder's risk insurance in commercially reasonable form and amounts; and

(iii) During the term of this Agreement, commercial general liability insurance covered under a comprehensive general liability policy including contractual liability in amounts maintained by developers of similar projects, and insuring against bodily injury, including personal injury, death and property damage; and

(iv) Such other insurance as may be reasonably requested by the City.

C. Each Insurance Policy shall require the insurer to provide at least ten (10) days prior written notice to the City of any material change or cancellation of such policy. The City shall be named as an additional insured/loss payee on all policies of insurance except worker's compensation insurance. Subject to one or more Force Majeure Events as set forth in paragraph E. of this Article, if the Developer does not substantially complete construction of Phase I the Project by the Phase I Completion Date or of Phase II of the Project by the Phase II Completion Date, then the City may, in its sole discretion, terminate this Agreement upon written notice to the Developer, provided, however, that if Developer substantially completes construction of the Project within ninety (90) days following receipt of such written election to terminate (a "Developer Savings Action"), this Agreement shall not terminate but shall continue in full force and effect. Upon an election to terminate that is not followed by any Developer

Savings Action, the City shall thereafter have no further obligations under this Agreement and in addition thereto, the City may, in its sole discretion, terminate the District.

D. Developer hereby indemnifies, defends, covenants not to sue and holds the City harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the City in any way in connection with the Project, including without limitation: (a) the failure of Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Developer or its contractors, subcontractors, agents, employees, or invitees (while under control of Developer) of petroleum products or hazardous materials or hazardous substances on, upon or into the Project; (c) any and all damage to natural resources or real property or harm or injury to persons resulting from any failure by the Developer and/or its contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or hazardous substances as described in clauses (a) and (b) above; (d) any violation by Developer at the Project of any environmental law, rule, regulation or ordinance; (e) claims arising under the Americans With Disabilities Act or similar laws, rules, regulations or ordinances; (f) the failure by Developer to comply with any term or condition of this Agreement; (g) injury to or death of any person at the Project; injury to any property caused by or at the Project; and (h) the failure of Developer to maintain, repair or replace, as needed, any portion of the Project; except, in each of the foregoing instances described in (a) through (h) above, to the extent negligently or willfully and wrongfully caused by the City or its agents, employees, contractors or representatives.

The terms "hazardous substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances" under any applicable federal or state or local laws or regulations.

Except as caused, in whole or in part, by negligence or wrongful act or omission of the City, its agents, employees or contractors, if the persons or property of others sustain loss, damage or injury resulting directly or indirectly from the negligence or wrongful act or omission of Developer or its contractors, subcontractors or materialmen in their construction of the Project ~~performance of this Agreement~~ or from Developer's failure to comply with any of the provisions of this Agreement or of law, Developer shall indemnify and hold the City harmless from any and all claims and judgments for damages, and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason thereof, provided; however, that the City shall provide to Developer promptly, in writing, notice and adequate documentation of the alleged loss, damage or injury.

Developer, its successors and/or assigns and/or owners of the Property, shall indemnify and save harmless the City, its officers, agents and employees, and shall defend the same, from and against any and all liability, claims, loss, damages, interest, actions, suits, judgments, costs, expenses, and attorneys' fees, to whomsoever owed and by whomsoever and whenever brought or obtained, which in any manner results from or arises in connection with:

(i) The negligent or willfully wrongful performance of this Agreement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(ii) The negligent or willfully wrongful construction of ~~the Project~~ ~~Developer~~ ~~Improvements~~ by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property;

(iii) The negligent or willfully wrongful operation of ~~the Project~~ ~~Developer~~ ~~Improvements~~ by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, prior to substantial completion of the applicable Phase of the Project ~~during Developer Construction Period~~;

(iv) The violation by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any law, rule, regulation, order or ordinance; or

(v) The infringement by Developer, its successors and/or assigns and/or owners of the Property, or any contractor or subcontractor retained by Developer, its successors and/or assigns and/or owners of the Property, of any patent, trademark, trade name or copyright.

E. Time is of the essence of each and every obligation or covenant contained in this Agreement; provided, however, that if the Developer is delayed or prevented from timely commencing or completing construction of the Project by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental actions and/or restrictions, judicial order, public emergency, or other causes beyond the control of the Developer ("Force Majeure Event"), performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

F. Nothing contained in this Agreement is intended to or has the effect of releasing Developer, its successors and/or assigns and/or owners of the Property, from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

G. Prior to substantial completion of the applicable phase of the Project, this Agreement may not be assigned by the Developer without the City's consent, which may be granted or withheld in the City's sole discretion, provided, however, Developer may assign or partially assign this Agreement to an entity that controls, is controlled by, or is under common control with, Developer without the consent of the City. The City specifically acknowledges and consents to assignment of all aspects of Phase II by Developer to an entity that controls, is controlled by, or is under common control with, Developer. Notwithstanding the foregoing, the Developer may collaterally assign this Agreement to the Developer's lender(s) for the Project without the consent of the City. In the event that any such lender forecloses on its collateral and succeeds to Developer of the Property, the City shall fulfill its obligations hereunder provided

that such lender, or the party purchasing the Property at a foreclosure sale, assumes in writing all of the obligations of the Developer hereunder.

H. Developer shall timely construct and complete the Project as its primary obligation under this Agreement. In the event of fire, damage or any other casualty to any part of the Project, Developer agrees, at its cost and expense, to rebuild, repair and replace the Project to substantially the condition or better than existed immediately prior to the casualty. The fair market value of the Project following reconstruction and/or repair by Developer must be substantially similar to the fair market value of the Project immediately prior to the casualty. Developer shall not be relieved of any of its obligations under the terms of this Agreement as a result of any fire, damage or any other casualty or during the period of repair or rebuilding or replacement of the Project. This obligation to repair, rebuild or replace shall remain in effect for a period expiring upon the later of: (i) the date of the expiration and closure of the District; or (ii) the date which is ~~tent~~twenty (20) years after the date this Agreement is executed.

I. If the State laws regarding ad valorem taxation are amended or modified during the term of this Agreement such that the projected Tax Increments from the Property are materially reduced, i.e., seven percent (7%) or more, and there are no corresponding amendments or modifications to the Tax Increment Law to compensate for such reduction, the parties agree to work in good faith to consider amendments to this Agreement toward the end of rendering the respective positions of the parties generally equivalent to the positions set forth herein.

J. In the event that any term or provision of this Agreement is determined to be invalid or unenforceable for any reason, then the other terms and provisions of this Agreement shall not be affected thereby and said terms and provisions shall remain in full force and effect.

K. A Memorandum of Agreement shall be recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin, prior to the recording of the mortgages securing any construction loan, or any other mortgage on the Project, it being understood by the parties that this Agreement will run with the land and will be binding upon the Project and any owner of all or any portions of the Project and their successors and assigns in a form in substantial conformance with the attached Exhibit B.

L. This Agreement shall be construed pursuant to the laws of the State of Wisconsin. Except as otherwise specifically and expressly set forth in this Agreement, the venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorneys' fees, incurred in any litigation.

M. This Agreement and all rights and obligations hereunder shall terminate upon the earlier to occur of (i) full performance by Developer and the City of all of their respective obligations under this Agreement and (ii) ~~tent~~twenty (20) years after the statutory life of the District. Upon such termination, the parties shall execute and record a termination of all Memoranda of Agreement recorded against the Property pursuant to paragraph K above.

N. — To assure compliance with all of Developer's obligations under this Agreement, prior to the City payment of the Grant under Article II above, the Developer shall file with the City a Letter of Credit (the "Letter of Credit") in the initial amount of \$980,000. Upon the written approval of the City Engineer, the amount of the Letter of Credit may be reduced within thirty (30) days following the Phase I Completion Date to \$554,000. The Letter of Credit shall be issued by a bank or other financial institution (the "Surety Issuer") reasonably satisfactory to the City (the "Beneficiary") in a form satisfactory to the City Attorney. Failure to file the Letter of Credit within ten (10) days after written demand by the City to the Developer shall make and render this Agreement null and void, at the election of the City. Upon the written approval of the City Engineer, within thirty (30) days following the Phase II Completion Date, the Letter of Credit shall be surrendered by the City to the Developer, and thereafter the Developer shall have no further obligation to provide the Letter of Credit to the City under this paragraph N.

[Signature page(s) follow.]

IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

DEVELOPER:

JAMS OAKWOOD~~IP~~ LLC

By: IP OAKWOOD LLC,
Manager and Member

By: _____
~~(Name and Title)~~ John B. Heller, Manager
Date: _____

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By: JAMS WP, LLC, Member

By: _____
Matthew Ewig, Manager
Date: _____

Formatted: English (U.S.)

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2017, the
above-named John B. Heller, Manager of IP OAKWOOD LLC, the
manager and member _____ of JAMS OAKWOOD~~IP~~ LLC and Matthew Ewig,
Manager of JAMS WP, LLC, a member of JAMS OAKWOOD LLC, to me known to be the
persons who executed the foregoing agreement on behalf of such entity and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

City of Franklin, Wisconsin

By: _____
Stephen R. Olson, Mayor
Date: _____

By: _____
Paul Rotzenberger, Director of Finance and
Treasurer
Date: _____

Attest: _____
Sandra L. Wesolowski, City Clerk
Date: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2017, the
above-named Stephen R. Olson, Paul Rotzenberg and Sandra L. Wesolowski, Mayor, Director
of Finance and Treasurer, and City Clerk, respectively, of the City of Franklin, Wisconsin, to
me known to be the persons who executed the foregoing agreement on behalf of the City and by
its authority.

Notary Public State of Wisconsin
My commission expires: _____

Approved as to form:

Jesse A. Wesolowski, City Attorney
Date: _____

This instrument was drafted by:

GUARANTY

The undersigned hereby guaranties the repayment obligations of Developer set forth in Section II (C) above.

JAMS IP LLC

By _____

Matthew Ewig, _____

Date: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this _____ day of _____, 2017, the
above-named Matthew Ewig, the _____ of JAMS WP LLC, to me known to be the person
who executed the foregoing agreement on behalf such entity and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

EXHIBIT A
Property Legal Description

EXHIBIT B

Memorandum of Development Agreement

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**

Document Number

Document Title

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is made effective as of the ____ day of _____, 2017, by and between [_____, a Wisconsin _____, and assigns] ("**Developer**"), and the **CITY OF FRANKLIN**, a municipal corporation of Milwaukee County, Wisconsin ("**City**").

Recording Area

Name and Return Address

WITNESSETH:

WHEREAS, Developer and the City entered into that certain Development Agreement dated _____, 2017 ("**Development Agreement**"). The full Development Agreement is available for inspection and copies can be obtained at the City of Franklin City Hall; and

PIN:

WHEREAS, this Memorandum is being executed for the purpose of providing notice of the Development Agreement and certain terms thereof in the Office of the Register of Deeds for Milwaukee County, State of Wisconsin in order to place third parties on notice of the Development Agreement and Developer's and the City's rights and obligations thereunder, some of which are hereinafter summarized.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in the Development Agreement, Developer and the City hereby acknowledge as follows:

1. **PROPERTY.** The "**Property**" is land located in the City of Franklin, Milwaukee County, State of Wisconsin, legally described on Exhibit A attached hereto.
2. **TERM.** The Development Agreement shall run with the land pursuant to its terms unless terminated pursuant to its terms.
3. **NO MODIFICATION; DEVELOPMENT AGREEMENT CONTROLLING.** This Memorandum is only a summary of some of the terms and conditions contained in the Development

Agreement and this Memorandum is not intended in any way to amend, alter, modify, abrogate, substitute or otherwise affect any of the terms or conditions contained in the Development Agreement, all of which are hereby incorporated herein in full by this reference. It is hereby understood and agreed that, notwithstanding this Memorandum, the terms and conditions contained in the Development Agreement shall in all events control the relationship between Developer and the City with respect to the subject matter therein contained. This Memorandum is solely for recording and notice purposes.

4. **COUNTERPART SIGNATURES.** This Memorandum may be signed in two or more counterparts, all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer and the City have executed this Memorandum effective as of the date first written above.

DEVELOPER:

CITY:

CITY OF FRANKLIN

By: _____
Name:
Title:

By: _____
Stephen R. Olson, Mayor

By: _____
Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2017, the above-named _____, the _____ of _____, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.

Notary Public State of Wisconsin
My commission expires: _____

STATE OF WISCONSIN)
)ss.
MILWAUKEE COUNTY)

Personally appeared before me this ____ day of _____, 2017, the above-named Stephen R. Olson and Sandra L. Wesolowski, Mayor and City Clerk, respectively, of the City of Franklin, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the City and by its authority.


Notary Public State of Wisconsin
My commission expires: _____

This Document was drafted by:

EXHIBIT A
LEGAL DESCRIPTION

Certified Survey Map No. _____

Tax Key No. _____

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/23/2018
REPORTS & RECOMMENDATIONS	Notice of Claim from Judith Volovsek Involving Towing and Storage Costs Incurred When Her Vehicle was Towed from the Scene of an Accident	ITEM NUMBER <i>G.18.</i>

Notice of claim received November 4, 2017 from Judith Volovsek involving vehicle towing and storage costs incurred when her vehicle was towed from the scene of an accident on W. Sycamore Street in Franklin, Wisconsin, on November 4, 2017. The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a notice of claim from Judith Volovsek involving vehicle towing and storage costs incurred when her vehicle was towed from the scene of an accident on W. Sycamore Street in Franklin, Wisconsin, on November 4, 2017, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Staff recommends denial of the claim pursuant to Wisconsin Statute 893.80(1g) for disallowance of the claim, based upon and in concurrence with the insurance adjuster that the investigation revealed that the claimant was involved in a motor vehicle accident when a suspect fleeing the police impacted her vehicle to cause "disabling damage". Thus, the police officer had the vehicle towed from the scene. The claimant alleged the police towed the vehicle for "criminal investigation purposes", but the Franklin Police Department confirmed the vehicle was simply towed per standard procedure due to the disabling damage. There is no evidence that the City failed to adhere to any ministerial duty - or mandate - regarding the handling of the claimant's vehicle, and absent a ministerial duty, Wisconsin statute 893.80 affords the City discretionary immunity.

COUNCIL ACTION REQUESTED

The Common Council may enter closed session pursuant to §19.85(1)(e) and (g), Stats., to consider a notice of claim from Judith Volovsek involving vehicle towing and storage costs incurred when her vehicle was towed from the scene of an accident on W. Sycamore Street in Franklin, Wisconsin, on November 4, 2017, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Motion to deny the claim of Judith Volovsek pursuant to Wisconsin Statute 893.80(1g), based upon and in concurrence with the insurance adjuster that the investigation revealed that there is no evidence the City failed to adhere to any ministerial duty regarding the handling of the claimant's vehicle as discussed in the Council Action Sheet.

OR

Motion to layover and refer to staff for additional information.

Statewide Services, Inc.

Claim Division

1241 John Q Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555

VIA E-MAIL ONLY

January 9, 2018

City of Franklin
Attn: Ms. Lisa Huening, Administrative Project Manager
9229 W. Loomis Rd.
Franklin, WI 53132

RE: Our Claim #: WM000402260211
Date of Loss: 11/04/2017
Claimant: Judith Volovsek, 4179 W. College Ave., Franklin, WI 53132
Loss location: W. Sycamore St., Franklin, WI 53132

Dear Ms. Huening:

As you know, Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance (LWMMI), which provides the insurance coverage for the City of Franklin. We are in receipt of the above-captioned claim involving vehicle towing and storage costs the claimant incurred when her vehicle was towed from the scene of an accident.

We have completed our investigation, and we recommend that the City disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will shorten the statute of limitations period to six months.

The claimant was involved in a motor vehicle accident when a suspect fleeing the City police impacted her vehicle to cause "disabling damage", thus, the police officer at hand decided to have the vehicle towed from the scene. The claimant alleges the police towed the vehicle for "criminal investigation purposes", but Captain Craig Liermann confirmed the vehicle was simply towed per standard procedure due to the disabling damage. There is no evidence that the City failed to adhere to any ministerial duty—or mandate—regarding the handling of the claimant's vehicle, and absent a ministerial duty WI statute 893.80 affords the City discretionary immunity. Therefore, we recommend the claim be disallowed.

I have enclosed a sample Notice of Disallowance for your use, should you choose to use it, or you may use your own. Please send your disallowance, on your letterhead, directly to the claimant at the above listed address. This should be sent certified or registered (restricted) mail, and must be received by the claimant within 120 days after you received the claim. Please send me copies of the letters for our file.

Thank you for your attention to the above, Lisa, and please do not hesitate to contact me with any questions.

Best regards,

Doug Detlie

Douglass A. Detlie
Casualty Claims Specialist
Office: 608-828-5503 / Fax: 800-720-3512
E-mail: ddetlie@statewidesvcs.com
cc: [Scott Huibregtse, Agent](#)

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

January 9, 2018

Ms. Judith Volovsek
4179 W. College Ave.
Franklin, WI 53132

Our insured: City of Franklin
Claim No: WM000402260211
Date/Loss: 11/04/2017

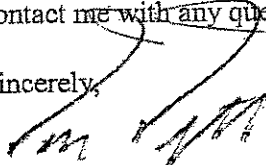
Dear Ms. Volovsek:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Franklin. As discussed, we are in receipt of your claim involving vehicle towing and storage costs you incurred when your vehicle was towed from the scene of an accident.

As further discussed, we have completed our investigation, and we recommend that the City of Franklin disallow your claim. The unfortunate damage to your vehicle occurred when a suspect fleeing the Franklin police impacted your vehicle to cause "disabling damage", and the officer on scene decided it best to have your vehicle towed from the scene. I spoke with police Captain Craig Liermann to learn that that your vehicle was not towed for any investigation purposes, but that the vehicle was towed per standard procedure given it was disabled after the accident. There is no evidence that the City failed to adhere to any ministerial duty—or mandate—regarding the handling of your vehicle, and absent a ministerial duty WI statute 893.80 affords the City discretionary immunity; therefore, we recommend the City of Franklin disallow your claim, and Statewide Services, Inc. will be unable to pay for your damages.

I am sorry that we cannot be of assistance to you, Ms. Volovsek, and please do not hesitate to contact me with any questions

Sincerely,



Douglass A. Detlie
Casualty Claims Specialist
Statewide Services, Inc
PO Box 5555
Madison, WI 53705-0555
Office: 608-828-5503
Fax: 800-720-3512

Cc: City of Franklin

**CITY OF FRANKLIN
CLAIM/INCIDENT REPORT FORM**

Date: Nov 4, 017 (accident date)

Type of Claim: Police towing at crime scene

Name: Judith Volorsek

Address: 4179 W College Ave

Telephone Number: 414 446 -2735

Estimate of Damages (please include a copy of estimate if available): 311.52

Location of Incident: entrance to Wal Mart + Sycamore Ave Franklin

Pictures: Attach pictures of damage if available. Will get from Mark Luberta

Explanation of Incident:

Police were chasing fugitive down Sycamore where I was turning onto Wal Mart. Perpetrator took off my front end + kept going. Police (Franklin) told me to leave ^{my} damaged car for crime scene towing, I was stuck w/ 2 towing bills + storage that I did not authorize.

Judith Volorsek
Nov 16 017

Submitted by: _____



"DAMAGE FREE"
TOWING

N & S TOWING, INC.
1719 So. 83rd Street • West Allis, WI 53214
476-8697 • Fax 476-7828
- 24 HOUR ROAD SERVICE -



FLAT BED SERVICE

TOWED FOR Volovsek Judith Ann		DATE 11/7/17		CASH	8
ADDRESS 4179 W College Ave		MILWAUKEE, WI 53221		CHARGE	
FLATBED TOW SERVICE CALL Acc		MAKE Dodge Caravan YEAR 02		DRIVER	110
LICENSE # 810-ERW STATE WD		LP197 6529 S-27st		TRUCK #	100 00
VIN # 1B4GP15T392		357 MILEAGE			100 00
NAME		TOWED 4179 W. College Ave			15 00
ADDRESS 4179		PHONE (414) 496-2735			
DL# V412 4214 3952 07		DOB 12/12/1943		ADVANCE CHARGES	4 Days
ACC#		EXP: 1 / 1		STORAGE	11/4/17 TO 11/7/17
I agree to not hold N&S Towing responsible for damages done to my vehicle due to services provided by them unless negligence can be proven and also I agree to pay total amount of invoice according to card issuers agreement and/or N&S Towing's billing policy if credit voucher.					
				AUTHORIZATION #	043145
				TAX	16 52
				TOTAL	311 52
					1762

[Signature]
OWNER/ REPRESENTATIVE

DRIVER

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APPROVAL <i>See</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/23/18
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.
<p>See attached list from meeting of January 23, 2018.</p> <p>COUNCIL ACTION REQUESTED</p>		



**License Committee
Agenda*
Aldermen's Room
January 23, 2018 – 6:00 pm**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2017-18	Danielle J Anderson 2967 N Frederick Ave Milwaukee, WI 53211 Point After Pub & Grille			
Operator 2017-18	Madison J Langer 23410 112 th St Trevor, WI 53179 Irish Cottage			
Operator 2017-18	Jaime B Petricek 5569 S 41 st St Greenfield, WI 53221 St. Paul's Lutheran Church			
Amendment to People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	St. Paul's Evangelical Lutheran Church Fee Waiver: Temporary Entertainment & Amusement, Temporary Class B and Operator License Date: 4/14/2018 Location: 6881 S. 51 st St			
Temporary Entertainment & Amusement	St. Paul's Evangelical Lutheran Church Person in Charge: Jaime Petricek Event: 2018 Gala: Silent/Live Auction Fundraiser Location: 6881 S. 51 st St Event Date: Saturday, April 14, 2018			
Temporary Class B Beer and Wine	St. Paul's Evangelical Lutheran Church Person in Charge: Jaime Petricek Event: 2018 Gala: Silent/Live Auction Fundraiser Location: 6881 S. 51 st St Event Date: Saturday, April 14, 2018			
3.	Adjournment			
		Time		

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

APPROVAL <i>Slw pol</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/23/18
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated January 5, 2018 through January 18, 2018 Nos. 167510 through Nos. 167668 in the amount of \$ 5,087,448.00. Included in this listing are EFT's Nos. 3671 through Nos. 3681 and Library vouchers totaling \$ 7,386.38. Voided checks in the amount of (\$ 23,246.53) are separately listed.

Early release disbursements dated January 5, 2018 through January 17, 2018 in the amount of \$ 4,583,819.23 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 January 19, 2018 is \$ 416,141.55 previously estimated at \$ 389,000.00. Payroll deductions dated January 19, 2018 are \$ 431,272.51 previously estimated at \$ 413,000.00.

The estimated payroll for February 2, 2018 is \$ 375,000.00 with estimated deductions and matching payments of \$ 236,500.00.

Attached is a list of property tax refunds, settlements and payments Nos. 17511 through Nos. 17747 and EFT Nos. 187 through Nos. 194 dated January 5, 2018 through January 18, 2018 in the amount of \$ 42,456,089.93. \$23,500,000 of this represents the transfer of collections to investment accounts, \$18,809,587.99 are settlements and \$146,501.94 are refunds. These payments have been released as authorized under Resolution 2013-6920. In addition, \$37,962,195.80 was settled with Franklin Schools, MMSD and the City by transferring balances out of our investment accounts to these parties investment accounts with the same institution.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of January 18, 2018 in the amount of \$ 5,087,448.00 and
- Payroll dated January 19, 2018 in the amount of \$ 416,151.55 and payments of the various payroll deductions in the amount of \$ 431,272.51 plus City matching payments and
- Estimated payroll dated February 2, 2018 in the amount of \$ 375,000.00 and payments of the various payroll deductions in the amount of \$ 236,500.00, plus City matching payments and
- Property Tax refunds and payments with an ending date of January 18, 2018 in the amount of \$42,456,089.93.

ROLL CALL VOTE NEEDED