

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/2017
REPORTS AND RECOMMENDATIONS	RESOLUTION FOR PROFESSIONAL SERVICES CONTRACT WITH RA SMITH FOR THE INTERSECTION EVALUATION OF W. DREXEL AVENUE AND S. 51ST STREET NOT TO EXCEED THE AMOUNT OF \$8,000.	ITEM NUMBER <i>G. 8.</i>

BACKGROUND

At the October 17, 2017, Common Council meeting, a final Southeast Wisconsin Regional Planning Commission (SEWRPC) report was presented on the S. 51st Street And W. Drexel Avenue intersection. A decision on the proposed solution was tabled.

ANALYSIS

Staff has solicited transportation engineering firms and proposes that the most qualified engineering firm to analyze and perform any designs for this intersection is RA Smith.

RA Smith has reviewed the SEWRPC report and as a design firm, has some comments regarding the report for Common Council to consider. Staff has asked RA Smith to prepare an analysis of the report to help the City solidify a decision on a selected alternative. This analysis is proposed to be \$7,500 plus expenses- not to exceed \$8,000.

RA Smith plans to attend the Common Council meeting to discuss the enclosed proposal.

OPTIONS

Table, or

Authorize signature of the RA Smith Professional Services Contract

FISCAL NOTE

Design for this project may be funded by reallocating 2017 funds anticipated for the extension of Marquette Avenue. \$750,000 construction for this intersection is included in the proposed 2018 budget.

COUNCIL ACTION REQUESTED

Resolution to authorize the execution of a professional services contract with RA Smith for the Intersection Evaluation of W. Drexel Avenue and S. 51st Street not to exceed the amount of \$8,000, pending legal review and technical corrections.

Engineering Department

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH
RA SMITH FOR THE INTERSECTION EVALUATION OF
W. DREXEL AVENUE AND S. 51ST STREET
NOT TO EXCEED THE AMOUNT OF \$8,000

WHEREAS, the intersection of W. Drexel Avenue and S 51st Street experiences significant operational deficiencies, and

WHEREAS, Southeast Wisconsin Regional Planning Commission (SEWRPC) has performed a planning study for options to address the operation deficiencies; and

WHEREAS, there is a need to refine the options from the viewpoint of a design transportation and traffic engineering professional; and

WHEREAS, RA Smith has several highly qualified transportation and traffic engineering professionals.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to execute a professional services contract with RA Smith for the Intersection Evaluation of W. Drexel Avenue and S. 51st Street not to exceed the amount of \$8,000.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2017, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

GEM/db



CREATIVITY BEYOND ENGINEERING

R.A. Smith, Inc.
16745 W. Bluemound Road
Brookfield, WI 53005-5938
(262) 781-1000 | rasmith.com

November 16, 2017

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

RE: Drexel Avenue Intersection with 51st Street
Intersection Evaluation

Dear Mr. Morrow:

Thank you for this opportunity to provide a quotation for professional services. The contents of this letter contract spell out the Scope of Services, Additional Services, Completion Schedule and Professional Fees under which this proposal is being made.

I. SCOPE OF SERVICES:

The City desires to improve the operation and safety of the Drexel Avenue intersection with 51st Street. SEWRPC evaluated the intersection with stop control, traffic signal control and as a roundabout. They developed preliminary designs and cost estimates for each alternative. The SEWRPC designs do not appear to fully reflect the expected impacts, especially for the roundabout layout.

It is our understanding that the City wishes to further evaluate and refine the roundabout and all-way stop control intersection alternatives. R.A. Smith, Inc. proposes to confirm the operational analysis prepared by SEWRPC, and then prepare new conceptual design layouts and cost estimates. The following scope of services was developed based on R.A. Smith, Inc.'s discussions with the City, SEWRPC's intersection report, and our understanding of the issues. R.A. Smith, Inc. will conduct the following tasks:

REVIEW AND VERIFICATION OF SEWRPC TRAFFIC ANALYSIS

- Review SEWRPC report
- Update Year 2050 weekday morning and evening peak hour traffic analysis
- Conduct sensitivity test analysis on school release peak hours for each intersection alternative

CONCEPTUAL DESIGN

- Develop conceptual layout for each alternative
- Identify approximate right-of-way impacts for each alternative
- Develop construction cost estimates for each alternative



Glen Morrow, P.E. - City of Franklin
Page 2 / November 8, 2017

DELIVERABLE AND MEETINGS

- The project deliverable will include the following:
 - Conceptual layout of each of the two alternatives. Right-of-way impacts and costs will be identified for both alternatives on each layout.
 - Summary table documenting the operational analysis (LOS, delay and queues by movement), right-of-way impacts, and cost estimates for each alternative.
 - No written document will be provided
- Attend two meetings with the City of Franklin to discuss the project.

II. COMPLETION SCHEDULE

R.A. Smith, Inc. will submit the Draft deliverable to the City within six weeks of receiving authorization to proceed. The Final deliverable will be submitted to the City within one week of receiving comments on the Draft deliverable.

III. PROFESSIONAL FEES

The lump sum fee for completing the above Scope of Services is \$7,500, plus expenses.

The attached Standard General Contract Terms for Professional Services are hereby made part of this agreement. If there are any questions concerning those, or the terms as presented, please contact us. To authorize R.A. Smith, Inc. to proceed, please sign and return one original to our office. We look forward to a very successful project!

Sincerely,
R.A. Smith, Inc.

A handwritten signature in black ink, appearing to read 'P. Hawley'.

Patrick E. Hawley, P.E., PTOE
Assistant Director of Transportation Services
Senior Traffic Project Manager

Enclosure: General Conditions



STANDARD GENERAL CONTRACT TERMS FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

9. Payment for invoices is due upon receipt; amounts outstanding after 30 days from the date of invoice will be considered delinquent and subject to a service charge at the rate of 1½% compounded monthly. Invoices will usually be sent monthly for work performed during the previous month. CLIENT understands, and agrees to pay for all services rendered regardless of CLIENT'S ability or inability to proceed with the project for any reason, gain governmental approvals or permits, or secure financing for the project. The CLIENT shall provide PROFESSIONAL with a clear, written statement within twenty (20) days of the date of the invoice of any objections to the invoice. Failure to provide such a written statement shall constitute acceptance of the invoice as submitted. PROFESSIONAL reserves the right to immediately suspend work and/or terminate this agreement due to lack of timely payment of uncontested invoices by CLIENT.

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

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

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

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

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

R.A. Smith, Inc.
16745 West Bluemound Road, Suite 200
Brookfield, WI 53005-5938
Patrick E. Hawley, P.E., PTOE
Assistant Director of Transportation Services
Senior Traffic Project Manager

PROFESSIONAL

By: 

Date: November 16, 2017

PROJECT: Drexel Avenue Intersection with 51st Street
Intersection Evaluation

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

City of Franklin
9229 West Loomis Road
Franklin, WI 53132

CLIENT

By: _____

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

Printed Name: _____

Title: _____

Date: _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i>		11/21/2017
Reports & Recommendations	A RESOLUTION FOR CHANGE ORDER 03/FINAL TO LUNDA CONSTRUCTION COMPANY TO REDUCE THE TOTAL CONTRACT AMOUNT BY \$222.29 TO \$591,947.75 FOR REPLACEMENT OF THE BRIDGE ON ST. MARTINS ROAD OVER TESS CORNERS CREEK BETWEEN S. NORTH CAPE ROAD AND S. SCHERREI DRIVE	ITEM NO. <i>6.9.</i>

BACKGROUND

On December 20, 2016, the Common Council awarded a contract to Lunda Construction Company in the amount of \$652,407.99 for the replacement of a culvert/bridge on St. Martins Road over Tess Corners Creek between S. North Cape Road and S. Scherrei Drive. On February 7, 2017, the Common Council authorized Change Order 01 allowing Lunda to develop a proposal using a Cost Reduction Incentive (CRI). On June 6, 2017, the common Council authorized Change Order 02 executing the CRI and bringing the anticipated project cost to \$592,170.04.

The contract work is now completed. In addition to the previous three pay requests already paid, Lunda has submitted a final request for payment of \$125,329.18 which brings the total project cost to \$591,947.75. City Engineering has reviewed and verified quantities to develop a contract change order.

ANALYSIS

The cost difference is (\$222.29). This is very close to the estimate and the small difference is due to some items requiring a higher quantity than estimated and some requiring less. Also, the striping bid item was removed from Lunda's contract and completed by the City.

OPTIONS

Approve the Change Order 03/Final and make resulting payment
Or
Request more information

FISCAL NOTE

The reduced contract value will result in unspent funds increasing fund balance.

RECOMMENDATION

A resolution to authorize certain officials to execute Change Order 03/Final to Lunda Construction Company to reduce the total contract amount by \$222.29 to \$591,947.75 for replacement of the bridge on St. Martins Road over Tess Corners Creek between S. North Cape Road and S. Scherrei Drive.

Engineering Department: SAA

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 03/FINAL

Dated: 11/16/2017

PROJECT NAME St. Martins Bridge

PROJECT LOCATION 12100 Block of W. St. Martins Road

CONTRACTOR: Lunda Construction Company

Contract For Replacement of the bridge on St. Martins Road over Tess Corners Creek

Nature of the Changes:

Project required more clearing and grubbing than anticipated
Removed striping from Lunda contract – completed by City
Increased amount of rip rap required due to undercut
Salvaged topsoil bid item was decreased and topsoil bid item was increased

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$ 652,407.99

Contract price prior to this Change Order \$ 592,170.04

Net Increase resulting from this Change Order \$ (222.29)

Current contract price including this Change Order \$ 591,947.75

Net (Increase/Decrease) in time resulting from this Change Order 0
(Days)

The above changes are Approved by:

Mayor

City Clerk

Contractor:

By: Stephen R. Olson

By: Sandra L. Wesolowski

By: _____

Date: _____

Date: _____

Date: _____

Director of Finance & Treasurer

City Attorney

By: Paul Rotzenberg

By: Jesse A. Wesolowski

Date: _____

Date: _____

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2017 - _____

A RESOLUTION AUTHORIZING CHANGE ORDER 03/FINAL
WITH LUNDA CONSTRUCTION COMPANY TO REDUCE THE TOTAL CONTRACT
AMOUNT BY \$222.29 TO \$591,947.75 FOR REPLACEMENT OF THE BRIDGE ON ST.
MARTINS ROAD OVER TESS CORNERS CREEK BETWEEN S. NORTH CAPE ROAD
AND S. SCHERREI DRIVE

WHEREAS, the Common Council awarded a contract on December 20, 2016, to Lunda Construction Company for the construction of the W. St. Martins Bridge in the amount of \$652,407.99; and

WHEREAS, the Common Council authorized Lunda Construction Company on February 7, 2017, to develop a Cost Reduction Incentive (CRI), which proposed an alternative way to construct the bridge; and

WHEREAS, the City executed the developed CRI on June 6, 2017, lowering the anticipated project cost to \$592,170.04; and

WHEREAS, Lunda has finished construction and submitted a final pay request for \$125,329.18, that was verified by staff, bringing the final total to \$591,947.75.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized and directed to execute Change Order 03/Final to reduce the total contract amount by \$222.29 to \$591,947.75.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of November 2017 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 21st day of November 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

Resols\Resolution authorizing change order 03/Final with Lunda for St. Martins Bridge

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/2017
REPORTS AND RECOMMENDATIONS	RESOLUTION TO AUTHORIZE THE PURCHASE OF A FUEL MANAGEMENT SYSTEM FROM BADGER OIL EQUIPMENT CO. IN THE AMOUNT OF \$13,690	ITEM NUMBER <i>G, 10,</i>

BACKGROUND

DPW approved 2018 budget includes \$13,000 for a fuel management system to replace a system approximately 22 +/- years old. The system uses a dedicated older computer (not connected to the network) and dot matrix printer to print each transaction as it occurs. Recently the system "crashed" and the IT department determined that the problem was attributed to old printer cables that cannot be purchased. The system is currently working but is in a fragile state.

Staff was able to obtain quotes from two vendors.

ANALYSIS

Staff has solicited two vendors and proposes that Badger Oil Equipment Co. be awarded a contract to provide a fuel management system in the amount of \$13,690. Not only is Badger Oil a local vendor that DPW has historically received good service, but the system provides all of the updated features that DPW needs.

The other vendor was Acterra Group (Marion, IA) and their base quote was \$15,995.

Given the fragility of the current system and that it is in the approved 2018 budget, Staff requests that the new system be ordered and implemented as soon as possible- before 2018. If authorization to purchase is given this year, then the 2018 appropriation will be left un-spent.

The Board of Public Works discussed this on November 14, 2017, and recommended to Common Council that this system be purchased and installed prior to the new fiscal year.

OPTIONS

Table, or

Authorize staff to order a new fuel management system in 2017 using funds allocated for 2018.

FISCAL NOTE

2017 Capital Outlay contingency appropriations are available to purchase this item.

COUNCIL ACTION REQUESTED

Motion to sign a resolution to authorize the purchase of a fuel management system from Badger Oil Equipment Co. in the amount of \$13,690.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2017 -

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A FUEL MANAGEMENT
SYSTEM FROM BADGER OIL EQUIPMENT CO. IN THE AMOUNT OF \$13,690

WHEREAS, Franklin Department of Public Works has a fuel management system in need of replacement, and

WHEREAS, the approved 2018 budget includes the replacement of the said fuel management system; and

WHEREAS, Staff solicited multiple fuel management systems and a local vendor has provided the lowest responsive and responsible quote in the amount of \$13,690; and

WHEREAS, Capital Outlay contingency appropriations are available to support this project; and

WHEREAS, the 2018 Capital Outlay appropriation for this project should remain unspent; and

NOW, THEREFORE, BE IT RESOLVED the Common Council of the City of Franklin authorizes the City Engineer to purchase a fuel management system from Badger Oil Equipment Co. for an amount not to exceed \$13,690 from 2017 Contingency appropriations in the Capital Outlay Fund.

Introduced at a regular meeting of the Common Council of the City of Franklin the 21st day of November, 2017, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the 21st day of November, 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

BOE



CO.

QUOTATION & CONTRACT FORM

26589

BADGER OIL EQUIPMENT CO.

A WISCONSIN CORPORATION

12030 W. Ripley Avenue, Milwaukee, WI 53226

Phone 414-258-2777 • FAX 414-258-4705



S O L D T O	NAME	City of Franklin	S H I P T O	NAME	SAME
	ADDRESS	7979 W. Ryan Rd		ADDRESS	
	CITY	Franklin, WI 53132		STATE	
CUST. ORDER #		SALESMAN Steve	F.O.B.	TERMS Net 10 days	DATE 6-28-17

Attention Of: Jerry Schaefer Your Inquiry: Fuel management system

We are pleased to submit a quotation on our interpretation of your requirements, subject to terms and conditions printed on reverse side of this proposal. This quotation shall become a binding contract when signed by purchaser.

Badger Oil Equipment Co. proposes the following

Remove existing Gasboy system
Provide and install One OPW K-800 Hybrid FIT-4 and FSC3000
500 Transaction and 2000 card Memory Level 2
Terminate wiring using existing
Assist customer in loading card database and OPW Phoenix software
Provide required factory phone training
Start up and instruct on the new system

The above for the sum of \$13,690.00

Note: Customer to provide a computer with a serial port or an IP address and network connection to interface with the fuel site controller

Option: Add proximity card reader= \$2435.00

Proximity cards= \$10.00 each

REMOVAL CLAUSE — This quote does not include the handling, transportation, removal or disposal of any contaminants or hazardous waste.

BADGER OIL EQUIPMENT CO.

PURCHASER - Company Name _____

By _____

By _____ Title _____

By _____ Title _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Nov 21, 2017
	City of Franklin Audit Agreement between Baker Tilly LLP and the City of Franklin for audit of the 2017 annual financial statements	ITEM NUMBER <i>G.11.</i>

Each year the City of Franklin engages an outside accounting firm to perform an audit of the annual financial statements.

By state statute, the City of Franklin is required to have a financial audit, which must be submitted to the Wisconsin Dept of Revenue by July 31 each year.

There are several deliverables from this engagement including an auditor's opinion on the Comprehensive Annual Financial Report. This report is required to be posted to the Municipal Securities Rulemaking Board (MSRB) to comply with agreements connected to Debt Offerings of the City in the public debt markets. The auditors will report the findings of their work to the Finance Committee and the Common Council upon completion. They will provide several communications direct to the Common Council on any findings of material deficiencies in internal controls which aid in preparation of financial statements

To qualify for General Transportation Aids, the City is required to file an annual report reviewed by our auditors with the Dept of Revenue by May 15. This audit will include the required communication from our auditors for that annual report.

In the summer of 2016, a Request for Proposal was circulated to a group of qualified auditing firms. In September 2016, Baker Tilly was awarded the audit by Common Council Action with the recommendation of the Finance Committee.

The Baker Tilly LLP engagement letter for 2017 is a contractual agreement. The City Attorney is reviewing the 2017 agreement.

The amount of the estimated audit fees for the 2017 year has been included in 2018 budget.

The Director of Finance is recommending approval of the agreement.

COUNCIL ACTION REQUESTED

Motion to direct the Mayor, City Clerk and Director of Finance & Treasurer to execute the Audit Agreement between Baker Tilly LLP and the City of Franklin for an audit of the 2017 annual financial statements subject to technical corrections by the City Attorney.

Finance - PAR



BAKER TILLY

Baker Tilly Virchow Krause, LLP
777 E Wisconsin Ave, 32nd Floor
Milwaukee, WI 53202-5313
tel 414 777 5500
fax 414 777 5555
bakertilly.com

October 10, 2017

Mr Paul Rotzenberg
City of Franklin
9229 W Loomis Road
Franklin, Wisconsin 53132

Dear Mr Rotzenberg:

Thank you for using Baker Tilly Virchow Krause, LLP ("Baker Tilly" or "we" or "our") as your auditors.

The purpose of this letter (the "Engagement Letter") is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the City of Franklin ("you" or "your").

Services and Related Report

We will audit the basic financial statements of the City of Franklin as of and for the year ended December 31, 2017, and the related notes to the financial statements. Upon completion of our audit, we will provide the City of Franklin with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the City of Franklin, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

In order to perform the professional services outlined in this Engagement Letter, Baker Tilly requires access to information subject to Title II of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Federal law requires Baker Tilly to execute a Business Associate Agreement ("BA Agreement") prior to being granted this information. For your convenience, we have attached our firm standard BA Agreement for your review and signature as Addendum C. Please execute and return a copy with this Engagement Letter, keeping the original BA Agreement on file with your HIPAA compliance records.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Combining and Individual Fund Financial Statements
Budgetary Comparison Schedules
Schedules of Capital Assets Used in Governmental Activities

Mr. Paul Rotzenberg
City of Franklin

October 10, 2017
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Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis, to supplement the City of Franklin's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Franklin's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis
OPEB - related schedules
Pension - related schedules

We will read the following other information accompanying the financial statements to identify any material inconsistencies with the audited financial statements; however, the other information will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information:

Introductory Section
Statistical Section

The Schedule of Reconciliation Between the Basic Financial Statements and the 2017 Financial Report Form C required by Tax 16 accompanying the financial statements will also be subject to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and the audit committee or equivalent group charged with governance of their responsibilities.

Mr. Paul Rotzenberg
City of Franklin

October 10, 2017
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The audit will include obtaining an understanding of the City of Franklin and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and the audit committee or equivalent group charged with governance internal control matters that are required to be communicated under professional standards.

We will design our audit to obtain reasonable, but not absolute, assurance of detecting errors or fraud that would have a material effect on the financial statements as well as other illegal acts having a direct and material effect on financial statement amounts. An audit is not designed to detect error or fraud that is immaterial to the financial statements. Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement of the financial statements. It is important to recognize that there are inherent limitations in the auditing process. Audits are based on the concept of selective testing of the data underlying the financial statements, which involves judgment regarding the areas to be tested and the nature, timing, extent and results of the tests to be performed. Our audit is not a guarantee of the accuracy of the financial statements and, therefore, is subject to the limitation that material errors or fraud or other illegal acts having a direct and material financial statement impact, if they exist, may not be detected. Because of the characteristics of fraud, particularly those involving concealment through collusion, falsified documentation and management's ability to override controls, an audit designed and executed in accordance with GAAS may not detect a material fraud. Further, while effective internal control reduces the likelihood that errors, fraud or other illegal acts will occur and remain undetected, it does not eliminate that possibility. For these reasons, we cannot ensure that errors, fraud or other illegal acts, if present, will be detected. However, we will communicate to you, as appropriate, any such matters that we identify during our audit.

We are also responsible for determining that the audit committee or equivalent group charged with governance is informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that the audit committee or equivalent group charged with governance receives copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.

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Management's Responsibilities

The City of Franklin's management is responsible for the financial statements referred to above. In this regard, management is responsible for establishing policies and procedures that pertain to the maintenance of adequate accounting records and effective internal controls over financial reporting, the selection and application of accounting principles, the authorization of receipts and disbursements, the safeguarding of assets, the proper recording of transactions in the accounting records, and for reporting financial information in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Management is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us in the management representation letter (i) about all known or suspected fraud affecting the City of Franklin involving: (a) management, (b) employees who have significant roles in internal control over financial reporting, and (c) others where the fraud or illegal acts could have a material effect on the financial statements; and (ii) of its knowledge of any allegations of fraud or suspected fraud affecting the City of Franklin received in communications from employees, former employees, analysts, grantors, regulators, or others.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the basic financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the basic financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the City of Franklin complies with the laws and regulations applicable to its activities.

As part of management's responsibility for the financial statements and the effectiveness of its system of internal control over financial reporting, management is responsible for making available to us, on a timely basis, all of your original accounting records and related information and for the completeness and accuracy of that information and your personnel to whom we may direct inquiries. As required by GAAS, we will make specific inquiries of management and others about the representations embodied in the financial statements and the effectiveness of internal control over financial reporting. GAAS also requires that we obtain written representations covering audited financial statements from certain members of management. The results of our audit tests, the responses to our inquiries, and the written representations, comprise the evidential matter we intend to rely upon in forming our opinion on the financial statements.

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Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the "Act"). Baker Tilly is not recommending an action to the City of Franklin; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services. For purposes of this letter, nonattest services include services that *Government Auditing Standards* refers to as non-audit services.

Nonattest services that we will be providing are as follows:

- > Financial statement preparations
- > Adjusting journal entries
- > Compiled regulatory reports

None of these nonattest services constitute an audit under generally accepted auditing standards including *Government Auditing Standards*.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

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In addition to the audit services discussed above, we will compile the Public Service Commission Annual Report. See Addendum A attached, which is an integral part of this Engagement Letter.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the City of Franklin must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly Virchow Krause, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly Virchow Krause, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation, or professional standards to make certain documentation available to regulators, the City of Franklin hereby authorizes us to do so.

Timing and Fees

Completion of our work is subject to, among other things, (i) appropriate cooperation from the City of Franklin's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the City of Franklin is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

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Our fees for services outlined in this letter are as follows:

	<u>2017</u>
City	\$ 23,000
Water	4,000
Sewer	4,000
TIF #3	1,000
TIF #4	1,000
TIF #5	1,000
Form C	2,000
PSC Report	<u>2,000</u>
Total	<u>\$ 38,000</u>

The fees above are fixed and not-to-exceed amounts. They are based on the known facts and circumstances as noted in our proposal dated July 6, 2016. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. Our fees do include routine questions throughout the year fielded by Baker Tilly personnel. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. A charge of 1.5% per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision, and billing arrangements we use in connection with these professionals.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the City of Franklin, unless otherwise prohibited. In the event we are requested by the City of Franklin or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the City of Franklin, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

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Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the City of Franklin, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course be happy to provide the City of Franklin with any other services you may find necessary or desirable.

Legal Terms

In no event shall either party be liable for any punitive damages arising out of or related to this Engagement Letter, even if the other party has been advised of the possibility of such damages.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

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Insurance

Baker Tilly shall, during the life of the agreement, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

- A. Limit of General/Commercial Liability \$2,000,000
- B. Automobile Liability: Bodily Injury/Property Damage \$1,000,000
- C. Excess Liability for General Commercial or Automobile Liability \$10,000,000
- D. Worker's Compensation and Employers' Liability \$500,000
- E. Professional Liability \$2,000,000

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

Release

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, City of Franklin personnel or agents, that is not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

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Baker Tilly Virchow Krause, LLP represents as follows: Baker Tilly Virchow Krause, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly Virchow Krause, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly Virchow Krause, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter constitutes the entire agreement between the City of Franklin and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the City of Franklin's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, without giving effect to the provisions relating to conflict of laws. The parties herein acknowledge that this contract is subject to the Wisconsin Open Records law.

We appreciate the opportunity to be of service to you.

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City of Franklin

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If there are any questions regarding the Engagement Letter, please contact John Knepel, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and for determining that the engagement has been completed in accordance with professional standards. John Knepel is available at 414 777 5359, or at John.Knepel@bakertilly.com.

Sincerely,

BAKER TILLY VIRCHOW KRAUSE, LLP

Baker Tilly Virchow Krause, LLP

Enclosures

The services and terms as set forth in the Engagement Letter are agreed to by:

CITY OF FRANKLIN

BY _____
Stephen R. Olson, Mayor

Dated: _____

ATTEST:

BY _____
Sandra L. Wesolowski, City Clerk

Dated: _____

BY _____
Paul Rotzenberg, Director of
Finance and Treasurer

Dated: _____

APPROVED AS TO FORM:

BY _____
Jesse A. Wesolowski, City Attorney

Dated: _____

ADDENDUM A

We will perform the following services:

1. We will compile, from information you provide, the Public Service Commission Annual Report, including the balance sheets of the Franklin Municipal Water Utility, an enterprise fund of the City of Franklin, as of December 31, 2017 and 2016, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2017. Upon completion of the Public Service Commission Annual Report, we will provide you with our accountants' compilation report. If for any reason caused by or relating to affairs or management of the City of Franklin, we are unable to complete the compilation or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to submit the Public Service Commission Annual Report to you as a result of this engagement.

Our report on the Public Service Commission Annual Report of the City of Franklin is presently expected to read as follows:

Management is responsible for the balance sheets of the Franklin Municipal Water Utility, an enterprise fund of the City of Franklin, as of December 31, 2017 and 2016, and the related statements of income and retained earnings for the years then ended and the supplemental schedules as of and for the year ended December 31, 2017 included in the accompany prescribed form. We have performed a compilation engagement in accordance with *Statements on Standards of Accounting and Review Services* promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements included in the accompanying prescribed form, nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements included in the prescribed form.

These financial statements included in the accompanying prescribed form are presented in accordance with the requirements of the Public Service Commission of Wisconsin, and are not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

This report is intended solely for the information and use of the Public Service Commission of Wisconsin and is not intended to be and should not be used by anyone other than this specified party.

Our Responsibilities and Limitations

We will be responsible for performing the compilation in accordance with *Statements on Standards for Accounting and Review Services* established by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with GAAP.

Our engagement cannot be relied upon to disclose errors, fraud, or other illegal acts that may exist and, because of the limited nature of our work, detection is highly unlikely. However, we will inform the appropriate level of management of any material errors, and of any evidence that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this Engagement Letter.

Management's Responsibilities

The City of Franklin's management is responsible for the financial statements referred to above. In this regard, management is responsible for (i) the preparation and fair presentation of the financial statements included in the form prescribed by the Public Service Commission of Wisconsin, (ii) designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements, (iii) preventing and detecting fraud, (iv) identifying and ensuring that you comply with the laws and regulations applicable to its activities, and (v) making all financial records and related information available to us. Management also is responsible for identifying and ensuring that you comply with the laws and regulations applicable to its activities.

Management is responsible for providing us with the information necessary for the compilation of the financial statements and the completeness and the accuracy of that information and for making your personnel available to whom we may direct inquiries regarding the compilation. We may make specific inquiries of management and others about the representations embodied in the financial statements.

ADDENDUM B
BUSINESS ASSOCIATE AGREEMENT
BETWEEN CITY OF FRANKLIN
and
BAKER TILLY VIRCHOW KRAUSE, LLP

THIS BUSINESS ASSOCIATE AGREEMENT (BA Agreement) replaces previous business associate agreements between Baker Tilly Virchow Krause, LLP (Business Associate) and City of Franklin (Covered Entity) (each a "Party" and collectively the "Parties") and is effective on October 10, 2017 ("Effective Date").

1. PREAMBLE

Covered Entity and Business Associate enter into this BA Agreement to comply with the requirements of: (i) the implementing regulations at 45 C.F.R Parts 160, 162 and 164 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (i.e., the HIPAA Privacy, Security, Electronic Transaction, Breach Notification and Enforcement Rules the (Implementing Regulations)), (ii) the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 the (HITECH Act) that are applicable to business associates and (iii) the requirements of the final modifications to the HIPAA Privacy, Security, Enforcement and Breach Notification Rules as issued on January 25, 2013, and effective March 26, 2013, (75 Fed. Reg. 5566 (Jan. 25, 2013)) the (Final Regulations). The Implementing Regulations, the HITECH Act and the Final Regulations are collectively referred to in this BA Agreement as the "HIPAA Requirements".

Covered Entity and Business Associate agree to incorporate into this BA Agreement any regulations issued by the U.S. Department of Health and Human Services (DHHS) with respect to the HIPAA Requirements that relate to the obligations of business associates and that are required to be (or should be) reflected in a business associate agreement. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Requirements and that it has direct liability for any violations of the HIPAA Requirements.

2. DEFINITIONS

- (a) "Breach" shall mean, as defined in 45 C.F.R. § 164.402, the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted by the HIPAA Requirements that compromises the security or privacy of that Protected Health Information.
- (b) "Business Associate Subcontractor" shall mean, as defined in 45 C.F.R. § 160.103, any entity (including an agent) that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate.
- (c) "Electronic PHI" shall mean, as defined in 45 C.F.R. § 160.103, Protected Health Information that is transmitted or maintained in any Electronic Media.
- (d) "Limited Data Set" shall mean, as defined in 45 C.F.R. § 164.514(e), Protected Health Information that excludes the following direct identifiers of the individual or of relatives, employers or household members of the individual:
 - (i) Names;
 - (ii) Postal address information, other than town or city, State and zip code;
 - (iii) Telephone numbers;
 - (iv) Fax numbers;
 - (v) Electronic mail addresses;
 - (vi) Social security numbers;

- (vii) Medical record numbers;
- (viii) Health plan beneficiary numbers;
- (ix) Account numbers;
- (x) Certificate/license numbers;
- (xi) Vehicle identifiers and serial numbers, including license plate numbers;
- (xii) Device identifiers and serial numbers;
- (xiii) Web Universal Resource Locators (URLs);
- (xiv) Internet Protocol (IP) address numbers;
- (xv) Biometric identifiers, including finger and voice prints; and
- (xvi) Full face photographic images and any comparable images.

(e) "Protected Health Information" or "PHI" shall mean, as defined in 45 C.F.R. § 160.103, information created or received by a Health Care Provider, Health Plan, employer or Health Care Clearinghouse, that (i) relates to the past, present or future physical or mental health or condition of an individual, provision of health care to the individual or the past, present or future payment for provision of health care to the individual, (ii) identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual and (iii) is transmitted or maintained in an electronic medium, or in any other form or medium. The use of the term "Protected Health Information" or "PHI" in this BA Agreement shall mean both Electronic PHI and non-Electronic PHI, unless another meaning is clearly specified.

(f) "Security Incident" shall mean, as defined in 45 C.F.R. § 164.304, the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

(g) "Unsecured Protected Health Information" shall mean, as defined in 45 C.F.R. § 164.402, Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of a technology or methodology specified by DHHS.

(h) All other capitalized terms used in this BA Agreement shall have the meanings set forth in the applicable definitions under the HIPAA Requirements.

3. GENERAL TERMS

(a) In the event of an inconsistency between the provisions of this BA Agreement and a mandatory term of the HIPAA Requirements (as these terms may be expressly amended from time to time by the DHHS or as a result of interpretations by DHHS, a court or another regulatory agency with authority over the Parties), the interpretation of DHHS, such court or regulatory agency shall prevail. In the event of a conflict among the interpretations of these entities, the conflict shall be resolved in accordance with rules of precedence.

(b) Where provisions of this BA Agreement are different from those mandated by the HIPAA Requirements, but are nonetheless permitted by the HIPAA Requirements, the provisions of this BA Agreement shall control.

(c) Except as expressly provided in the HIPAA Requirements or this BA Agreement, this BA Agreement does not create any rights in third parties.

4. SPECIFIC REQUIREMENTS

(a) Flow-Down of Obligations to Business Associate Subcontractors. Business Associate agrees that as required by the HIPAA Requirements, Business Associate will enter into a written agreement with all Business Associate Subcontractors that: (i) requires them to comply with the Privacy and Security Rule provisions of this BA Agreement in the same manner as required of Business Associate and (ii) notifies such Business Associate Subcontractors that they will incur liability under the HIPAA Requirements for non-compliance with such provisions. Accordingly, Business Associate shall ensure that all Business Associate Subcontractors agree in writing to the same privacy and security restrictions, conditions and requirements that apply to Business Associate with respect to PHI.

(b) Privacy of Protected Health Information

(i) Permitted Uses and Disclosures of PHI. Business Associate agrees to create, receive, use, disclose, maintain or transmit PHI only in a manner that is consistent with this BA Agreement or the HIPAA Requirements and only in connection with providing the services to Covered Entity identified in the Engagement Letter and this BA Agreement. Accordingly, in providing services to or for the Covered Entity, Business Associate, for example, will be permitted to use and disclose PHI for "Treatment, Payment, and Health Care Operations," as those terms are defined in the HIPAA Requirements. Business Associate further agrees that to the extent it is carrying out one or more of the Covered Entity's obligations under the Privacy Rule (Subpart E of 45 C.F.R. Part 164), it shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(1) Business Associate shall report to Covered Entity any use or disclosure of PHI that is not provided for in this BA Agreement, including reporting Breaches of Unsecured Protected Health Information as required by 45 C.F.R. § 164.410 and required by Section 4(d)(ii) below.

(2) Business Associate shall establish, implement and maintain appropriate safeguards and comply with the Security Standards (Subpart C of 45 C.F.R. Part 164) with respect to Electronic PHI, as necessary to prevent any use or disclosure of PHI other than as provided for by this BA Agreement.

(ii) Business Associate Obligations. As permitted by the HIPAA Requirements, Business Associate also may use or disclose PHI received by the Business Associate in its capacity as a Business Associate to the Covered Entity for Business Associate's own operations if:

(1) the use relates to: (1) the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate or (2) data aggregation services relating to the health care operations of the Covered Entity or

(2) the disclosure of information received in such capacity will be made in connection with a function, responsibility or services to be performed by the Business Associate, and such disclosure is required by law or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidential and the person agrees to notify the Business Associate of any Breaches of confidentiality.

(iii) Minimum Necessary Standard and Creation of Limited Data Set. Business Associate's use, disclosure or request of PHI shall utilize a Limited Data Set if practicable. Otherwise, in performing the functions and activities as specified in the Engagement Letter and this BA Agreement, Business Associate agrees to use, disclose or request only the minimum necessary PHI to accomplish the intended purpose of the use, disclosure or request.

(iv) Access. In accordance with 45 C.F.R. § 164.524 of the HIPAA Requirements, Business Associate will make available to the Covered Entity (or as directed by the Covered Entity, to those individuals who are the subject of the PHI (or their designees)), their PHI in the Designated Record Set. Business Associate shall make such information available in an electronic format where directed by the Covered Entity.

(v) Disclosure Accounting. Business Associate shall make available the information necessary to provide an accounting of disclosures of PHI as provided for in 45 C.F.R. § 164.528 of the HIPAA Requirements by making such information available to the Covered Entity or (at the direction of the Covered Entity) making such information available directly to the individual.

(vi) Amendment. Business Associate shall make PHI in a Designated Record Set available for amendment and, as directed by the Covered Entity, incorporate any amendment to PHI in accordance with 45 C.F.R. § 164.526 of the HIPAA Requirements.

(vii) Right to Request Restrictions on the Disclosure of PHI and Confidential Communications. If an individual submits a Request for Restriction or Request for Confidential Communications to the Business Associate, Business Associate and Covered Entity agree that Business Associate, on behalf of Covered Entity, will evaluate and respond to these requests according to Business Associate's own procedures for such requests.

(viii) Return or Destruction of PHI. Upon the termination or expiration of the Engagement Letter or this BA Agreement, Business Associate agrees to return the PHI to Covered Entity, destroy the PHI (and retain no copies) or if Business Associate determines that return or destruction of the PHI is not feasible, (a) continue to extend the protections of this BA Agreement and of the HIPAA Requirements to the PHI and (b) limit any further uses and disclosures of the PHI to the purpose making return or destruction infeasible.

(ix) Availability of Books and Records. Business Associate shall make available to DHHS or its agents the Business Associate's internal practices, books and records relating to the use and disclosure of PHI in connection with this BA Agreement.

(x) Termination for Breach.

(1) Business Associate agrees that Covered Entity shall have the right to terminate this BA Agreement or seek other remedies if Business Associate violates a material term of this BA Agreement.

(2) Covered Entity agrees that Business Associate shall have the right to terminate this BA Agreement or seek other remedies if Covered Entity violates a material term of this BA Agreement.

(c) Information and Security Standards

(i) Business Associate will develop, document, implement, maintain and use appropriate Administrative, Technical and Physical Safeguards to preserve the Integrity, Confidentiality and Availability of, and to prevent non-permitted use or disclosure of, Electronic PHI created or received for or from the Covered Entity.

(ii) Business Associate agrees that with respect to Electronic PHI, these Safeguards, at a minimum, shall meet the requirements of the HIPAA Security Standards applicable to Business Associate.

(iii) More specifically, to comply with the HIPAA Security Standards for Electronic PHI, Business Associate agrees that it shall:

- (1) Implement Administrative, Physical and Technical Safeguards consistent with (and as required by) the HIPAA Security Standards that reasonably protect the Confidentiality, Integrity and Availability of Electronic PHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall develop and implement policies and procedures that meet the documentation requirements as required by the HIPAA Requirements;
- (2) As also provided for in Section 4(a) above, ensure that any Business Associate Subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI;
- (3) Report to Covered Entity any unauthorized access, use, disclosure, modification or destruction of PHI (including Electronic PHI) not permitted by this BA Agreement, applicable law or permitted by Covered Entity in writing ("Successful Security Incidents" or Breaches) of which Business Associate becomes aware. Business Associate shall report such Successful Security Incidents or Breaches to Covered Entity as specified in Section 4(d)(iii)(1);
- (4) For Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of PHI (including, for purposes of example and not for purposes of limitation, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line or malware such as worms or viruses) ("Unsuccessful Security Incidents"), aggregate the data and, upon the Covered Entity's written request, report to the Covered Entity in accordance with the reporting requirements identified in Section 4(d)(iii)(2);
- (5) Take all commercially reasonable steps to mitigate, to the extent practicable, any harmful effect that is known to Business Associate resulting from any unauthorized access, use, disclosure, modification or destruction of PHI;
- (6) Permit termination of this BA Agreement if the Covered Entity determines that Business Associate has violated a material term of this BA Agreement with respect to Business Associate's security obligations and Business Associate is unable to cure the violation; and
- (7) Upon Covered Entity's request, provide Covered Entity with access to and copies of documentation regarding Business Associate's safeguards for PHI and Electronic PHI.

(d) Notice and Reporting Obligations of Business Associate

- (i) Notice of Non-Compliance with the BA Agreement. Business Associate will notify Covered Entity within 30 calendar days after discovery, any unauthorized access, use, disclosure, modification or destruction of PHI (including any successful Security Incident) that is not permitted by this BA Agreement, by applicable law or permitted in writing by Covered Entity, whether such non-compliance is by (or at) Business Associate or by (or at) a Business Associate Subcontractor.
- (ii) Notice of Breach. Business Associate will notify Covered Entity following discovery and without unreasonable delay but in no event later than 30 calendar days following discovery, any Breach of Unsecured Protected Health Information, whether such Breach is by Business Associate or by Business Associate Subcontractor.

(1) As provided for in 45 C.F.R. § 164.402, Business Associate recognizes and agrees that any acquisition, access, use or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule (Subpart E of 45 C.F.R. Part 164) is presumed to be a Breach. As such, Business Associate shall (i) notify Covered Entity of any non-permitted acquisition, access, use or disclosure of PHI and (ii) assist Covered Entity in performing (or at Covered Entity's direction, perform) a risk assessment to determine if there is a low probability that the PHI has been compromised.

(2) Business Associate shall cooperate with Covered Entity in meeting the Covered Entity's obligations under the HIPAA Requirements and any other security breach notification laws. Business Associate shall follow its notification to the Covered Entity with a report that meets the requirements outlined immediately below.

(iii) Reporting Obligations.

(1) For Successful Security Incidents and Breaches, Business Associate – without unreasonable delay and in no event later than 30 calendar days after Business Associate learns of such non-permitted use or disclosure (whether at Business Associate or at Business Associate Subcontractor) – shall provide Covered Entity a report that will:

- a. Identify (if known) each individual whose Unsecured Protected Health Information has been or is reasonably believed by Business Associate to have been accessed, acquired or disclosed;
- b. Identify the nature of the non-permitted access, use or disclosure including the date of the incident and the date of discovery;
- c. Identify the PHI accessed, used or disclosed (e.g., name; social security number; date of birth);
- d. Identify what corrective action Business Associate (or Business Associate Subcontractor) took or will take to prevent further non-permitted accesses, uses or disclosures;
- e. Identify what Business Associate (or Business Associate Subcontractor) did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
- f. Provide such other information, including a written report, as the Covered Entity may reasonably request.

(2) For Unsuccessful Security Incidents, Business Associate shall provide Covered Entity, upon its written request, a report that:

- a. identifies the categories of Unsuccessful Security Incidents as described in Section 4(c)(iii)(4),
- b. indicates whether Business Associate believes its (or its Business Associate Subcontractor's) current defensive security measures are adequate to address all Unsuccessful Security Incidents, given the scope and nature of such attempts and
- c. if the security measures are not adequate, the measures Business Associate (or Business Associate Subcontractor) will implement to address the security inadequacies.

(iv) Termination.

(1) Covered Entity and Business Associate each will have the right to terminate this BA Agreement if the other Party has engaged in a pattern of activity or practice that constitutes a material breach or violation of Business Associate's or the Covered Entity's respective obligations regarding PHI under this BA Agreement and, on notice of such material breach or violation from the Covered Entity or Business Associate, fails to take reasonable steps to cure the material breach or end the violation.

(2) If Business Associate or Covered Entity fail to cure the material breach or end the violation after the other Party's notice, Covered Entity or Business Associate (as applicable) may terminate this BA Agreement by providing Business Associate or Covered Entity written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination. Such termination shall be effective 60 days from this termination notice.

(v) Continuing Privacy and Security Obligations. Business Associate's and Covered Entity's obligation to protect the privacy and security of the PHI it created, received, maintained or transmitted in connection with services to be provided under the Engagement Letter and this BA Agreement will be continuous and survive termination, cancellation, expiration or other conclusion of this BA Agreement or the Engagement Letter. Business Associate's other obligations and rights, and Covered Entity's obligations and rights upon termination, cancellation, expiration or other conclusion of this BA Agreement, are those set forth in this BA Agreement and/or the Engagement Letter.

IN WITNESS WHEREOF, the Parties have signed this BA Agreement on the dates indicated below.

BAKER TILLY VIRCHOW KRAUSE, LLP

BY John A. Knepel
John A. Knepel, Partner

Dated: 10/10/17

CITY OF FRANKLIN

BY _____
Stephen R. Olson, Mayor

Dated: _____

ATTEST:

BY _____
Sandra L. Wesolowski, City Clerk

Dated: _____

BY _____
Paul Rotzenberg, Director of
Finance and Treasurer


Dated: _____

APPROVED AS TO FORM:

BY _____
Jesse A. Wesolowski, City Attorney

Dated: _____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/2017
REPORTS & RECOMMENDATIONS	A Resolution to Authorize Designating 2017 Capital Improvement Fund Appropriations for Replacement of a City Hall Telephone and Voice Mail System Upgrade, a Police Department Squad Car and Associated Radio, and a Drug Vault Ventilation System With Appropriations to Come From Savings From the Police Communications Center Project	ITEM NUMBER <i>G.12.</i>

The 2016 budget established two projects for the Police Communications Center for a total appropriation of \$431,000. The project was carried forward into 2017 for completion. The Police Chief indicates that the vendor has identified that there are no additional costs anticipated for the City. As such, the project is coming in \$126,000 under budget, which appropriations and funding remain in the Capital Improvement Fund.

The potential for the project to be completed under budget was anticipated as the 2018 budget was being completed. In fact, this issue was addressed at the October 2, 2017, Committee of Whole meeting. At that meeting, the Committee addressed a need to remove \$155,600 of capital outlay items from the Mayor's Recommended 2018 budget due to loss of State Exempt Computer Aids. The following table is an excerpt from the memo provided by the Director of Administration that addressed two of the suggested, and ultimately approved, cuts.

Eliminate/Move to Capital Improvement Fund (CIF) Information Service City Hall Telephone and Voice mail System Upgrade: This item cannot be eliminated because support for the old system will be entirely gone and parts are not available. The City can't risk loss of a phone system. The Police Department is anticipating savings in the Capital Improvement Fund of approximately \$126,000 for an existing 2017 project. As soon as the current CIF project is completed, a budget modification would be brought forward to authorize this project from the 2017 CIF or to transfer funding to the Capital Outlay Fund for this purpose.	\$55,000
Eliminate/Move to Capital Improvement Fund (CIF) Police Department one vehicle and associated radio. The Police Department is anticipating savings in the Capital Improvement Fund of approximately \$126,000 for an existing 2017 project. As soon as the current CIF project is completed, a budget modification would be brought forward to authorize this item from the 2017 CIF or to transfer funding to the Capital Outlay Fund for this purpose.	\$45,000

As can be seen from the information provided, the intent was to fund these items from project savings. More detailed descriptions of the projects were provided in the 2018 budget binder, but it should be noted that the City Hall phone project is going to be configured to accommodate a phase 2 replacement of the PD phone system in 2019, which will save around \$10,000 by coordinating the projects.

At the same time, the Police Chief had submitted a budget request of \$25,000 for the following project as part of the 2018 budget.

DRUG VAULT VENTILATION SYSTEM - (New) - PRIORITY #11 -

The narcotics vault in the department's property/evidence room does not have any form of ventilation. During an inspection of the Police Department conducted in March of 2017 by State of Wisconsin Department of Safety & Professional Services they noted that the narcotics vault "should be under negative pressure and independently ventilated such that "fumes" are not re-circulated into the building". Please note this quote includes the cost of installing the high-voltage electrical from the breaker box to the control unit and from the control unit to the fan.

The Mayor did not include this in the 2018 budget recommendation because of the intent of moving it up to 2017 due to the safety issue and DSPS recommendation. It was expected that it could be advanced in 2017 using savings from the communications' project.

Fortunately, all three of these items fit within the project savings as identified by the Police Chief. Staff, therefore, recommends the Common Council authorize these projects be approved to proceed in 2017 and reallocate Capital Improvement Fund appropriations from the Police Communications Center project to the three projects referenced above. (Note that the additional \$1,000 is being added to the "Police Department squad car and associated radio" item to help cover the cost of the radio for a total of \$46,000 instead of \$45,000 as listed above.)

Fiscal Note: As referenced above, funding and appropriations are available from savings in the Police Communications Center Project. Per City policy, switching appropriations in the Capital Improvement Fund to a different project requires it be submitted in the form of a budget modification, but that the budget modification does not require publication since it is not altering a statutory appropriation unit. Therefore, the budget modification in this instance is presented in the form of a resolution.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Note: 4 votes are required for approval.

Motion to approve Resolution No. 2017-____, A Resolution to Authorize Designating 2017 Capital Improvement Fund Appropriations for Replacement of a City Hall Telephone and Voice Mail System Upgrade, a Police Department Squad Car and Associated Radio, and a Drug Vault Ventilation System With Appropriations to Come From Savings From the Police Communications Center Project.

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY:

RESOLUTION NO. 2017-_____

A RESOLUTION TO AUTHORIZE DESIGNATING 2017 CAPITAL IMPROVEMENT FUND APPROPRIATIONS FOR REPLACEMENT OF A CITY HALL TELEPHONE AND VOICE MAIL SYSTEM UPGRADE, A POLICE DEPARTMENT SQUAD CAR AND ASSOCIATED RADIO, AND A DRUG VAULT VENTILATION SYSTEM WITH APPROPRIATIONS TO COME FROM SAVINGS FROM THE POLICE COMMUNICATIONS CENTER PROJECT

WHEREAS, the amended 2017 budget contains appropriations for a Police Communications Center project in the Capital Improvement Fund, which project is expected to be completed under budget with appropriations of at least \$126,000 remaining available, and

WHEREAS, the 2018 Budget process, recently completed, identified the following three projects as having sufficient importance and priority such that it is in the best interest of the City and in the public interest that the projects be advanced into 2017: City Hall Telephone and Voice Mail System Upgrade, \$55,000, a Police Department Squad Car and associated radio, \$46,000, and a Drug Vault Ventilation System, \$25,000, and

WHEREAS, the 2017 Budget Ordinance, Ordinance 2016-2240, provides that re-designation of Capital Improvement Fund appropriations to different projects shall be in the form of a budget modification that does not require publication, which intent is accomplished by this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that unused appropriations designated for a Police Communications Center shall be re-designated for the following projects:

a City Hall Telephone and Voice Mail System Upgrade, \$55,000,
a Police Department Squad Car and associated radio, \$46,000,
and a Drug Vault Ventilation System, \$25,000.

BE IT FURTHER RESOLVED that these projects shall be listed as "Approved" projects for administrative and budgetary purposes.

BE IT FURTHER RESOLVED that should contracts or purchase orders for these projects not be executed prior to the end of 2017, the Director of Finance and Treasurer is directed to bring forward, at a time as he so shall determine, a budget modification to amend the 2018 Budget as necessary.

Introduced at a regular meeting of the Common Council of the City of Franklin this 21st day of November, 2017, by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin this 21st day of November, 2017.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, Director of Clerk Services

AYES _____ NOES _____ ABSENT _____

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APPROVAL <i>Slw mwsl</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/2017
REPORTS & RECOMMENDATIONS	Health and Dental Insurance Plan and Claim Administration Services, Stop-loss Coverage, Broker Services, and Voluntary Long -Term Disability Insurance and Life and Accidental Death and Dismemberment Insurance Policy and Carrier Designations for 2018	ITEM NUMBER <i>G13.</i>

The City of Franklin has a self-insured medical, prescription, and dental insurance plan. Claims are processed by a Third Party Administrator (TPA) and a pharmacy benefit management coordinator. To guarantee against catastrophic losses, the City carries a stop-loss policy for claims for individuals and, for the last few years, for a guaranteed maximum amount of claims. Diversified serves as our consultant/broker for negotiating these agreements as part of the stop-loss renewal process. The administrators receive administrative and service fees through the policies, which fees represent part of the total cost of claims, except for Diversified whose service is no longer based on claims volume.

The City historically has found an advantage to staying with health insurance providers for at least a couple of years. For 2017, the City moved away from Humana and moved to United Health Care (UHC) in order to take advantage of pricing and services that were being driven by our broker and the Business Health Care Group, a consortium to which the City belongs. Therefore, when UHC was approved for 2017 the expectation was that the City would stay with them for at least 2 years. In fact, fees were established for a two-year period.

In September of 2017, the Common Council, working with Diversified and UHC, determined a series of significant changes to the design of the health plan which were then used to drive 2018 budgetary determinations and negotiations with the stop-loss insurance provider. The purpose of this request for action is to confirm the continuation of claims administration health insurance services with UHC and broker services with Diversified consistent with the plan design discussions in September. Additionally, it is requested that the Council authorize continuation of Sun Life as the stop-loss coverage insurance carrier and The Hartford as the long-term disability insurance and life and accidental death and dismemberment insurance policy carrier. All of these actions provide pricing consistent with the expectations of the 2018 budget as recently approved.

Stop-loss health insurance coverage from Sun-life ultimately was limited to a 5 percent increase. Based upon claims and an initial quote of a 15% increase, the end result is good pricing and is in line with the expectations of the budget. The Self-Insurance Fund actually was anticipating about a 5.5 percent increase, so this helps to address the anticipated deficit in the fund. The attached document summarizes the fee structure.

The long-term disability insurance and life and accidental death and dismemberment insurance policy was bid out to over 8 providers last year with The Hartford as the successful vendor. The Hartford has agreed to continue the policies for another year at no additional cost increases. As such, the policy will remain in force without further action by the City; therefore, the requested motion simply confirms their continuation.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to execute Health and Dental Plan and Claim Administration Services documents with United Health Care, specific and aggregate stop-loss coverage with Sun Life, and broker services with Diversified for fees and premiums not to exceed those rates as provided in the "Summary of Partially Self-Funded Premiums for City of Franklin" with the bottom line "Total Estimated Maximum Cost" of \$3,964,619.76, and to confirm continuation of voluntary long-term disability insurance and life and accidental death and dismemberment insurance coverage with The Hartford at no additional cost increases.

**Summary of Partially Self-Funded Premiums for
CITY OF FRANKLIN**

Anticipated Contract Period:

January 1, 2018 to December 31, 2018

Administrator:

United Healthcare of Wisconsin

Insurance Carrier:

Sun Life

FINANCIAL SUMMARY

Fixed Costs

Employee count:

49

159

Annual Administration Fee

Claim Administration Fee

Medical

40.64

40.64

8,453.12

101,437.44

Stop Loss Interface Fee

1.00

1.00

208.00

2,496.00

Claim Fiduciary Fee

1.00

1.00

208.00

2,496.00

Autism ABA

0.16

0.16

33.28

399.36

COBRA

0.55

0.55

114.40

1,372.80

Dental

6.17

6.17

1,283.36

15,400.32

Utilization Review

Included in Medical Admin

Preferred Provider Access Fee

Included in Medical Admin

Rx Admin

Included in Medical Admin

UHC Nurse Line

Included in Medical Admin

Maternity Program

Included in Medical Admin

Third Party Stop Loss Reporting

Included in Medical Admin

Broker Fee/Consulting Contract

4,408.33

52,899.96

Stop Loss Premiums

Specific Stop Loss (M, Rx)

133.91

337.64

60,246.35

722,956.20

5.00%

Deductible: (18/12) \$60,000

Aggregating Specific: \$75,000

Aggregate Stop Loss

Basis 125% of Expected

Claims: (M, Rx) (18/12)

6.76

6.76

1,406.08

16,872.96

Total Fixed Costs

\$190.19

\$393.92

\$76,360.92

\$916,331.04

3.99%

Expected Costs

Total Fixed Cost

190.19

393.92

76,360.92

916,331.04

Expected Claims

404.76

1,133.34

200,034.30

2,400,411.60

Total Expected Cost

\$594.95

\$1,527.26

\$276,395.22

\$3,316,742.64

2.48%

Estimated Maximum Annual Costs

Total Fixed Cost

190.19

393.92

76,360.92

916,331.04

Maximum Claims

514.01

1,439.23

254,024.06

3,048,288.72

Total Estimated Maximum Cost

\$704.20

\$1,833.15

\$330,384.98

\$3,964,619.76

2.39%

Additional Plan Information:

Preferred Provider Organization:

United Healthcare of Wisconsin (Choice Plus)

Specific Carrier Limit of Liability:

Unlimited

Annual Plan Limit Per Member:

Unlimited

Aggregate Carrier Limit of Liability:

\$1,000,000

Prescription Drug Coverage Included:

Specific and Aggregate

Prescription Drug Management Services:

Optum Rx

No New Laser with 50% Rate Cap Option

Sun Life Experience Refund Option Included - UBA

Renewal options

On this page, sign to authorize the rates and initial to select the renewal you want

Policyholder name:	City of Franklin	Authorized signature:	
Account number:	247234	Printed name:	MARK LUBERDA
Renewal status:	Open	Printed title:	DIRECTOR OF ADMINISTRATION
		Date signed:	

Current and renewal rate summary	
Tier	Employees
Single	49
Family	159
Total	208

Specific Stop Loss policy details and renewal options				
Plan thresholds	Current	Renewal	Renewal option 1	Renewal option 2
Individual Specific deductible	\$60,000	\$60,000	\$70,000	\$80,000
Aggregating Specific deductible	\$75,000	\$75,000	\$75,000	\$75,000
Annual maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited

Specific rates	Current	Renewal	Renewal option 1	Renewal option 2
Claims basis	18/12	18/12	18/12	18/12
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Single	\$127.53	\$133.91	\$124.98	\$108.40
Family	\$321.56	\$337.64	\$315.13	\$273.33
Total monthly premium	\$57,377.01	\$60,245.86	\$56,229.47	\$48,770.46
Renewal rate action as a % increase to current monthly premium		5.0%	-2.0%	-15.0%

Aggregate Stop Loss policy details and renewal options				
Aggregate rates	Current	Renewal	Renewal option 1	Renewal option 2
Aggregate Benefit Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Per employee per month rate	\$6.44	\$6.76	\$6.76	\$6.76
Total monthly premium	\$1,339.52	\$1,406.08	\$1,406.08	\$1,406.08
Renewal rate action as a % increase to current monthly premium		5.0%	5.0%	5.0%

Aggregate thresholds and rates	Current	Renewal	Renewal option 1	Renewal option 2
Claims basis	18/12	18/12	18/12	18/12
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Corridor	125%	125%	125%	125%
Single Aggregate deductible factor	\$504.38	\$514.01	\$565.48	\$628.33
- Medical	\$391.42	\$389.21	\$440.68	\$503.53
- Rx Drug	\$112.96	\$124.80	\$124.80	\$124.80
Family Aggregate deductible factor	\$1,412.25	\$1,439.23	\$1,490.69	\$1,553.55
- Medical	\$1,095.97	\$1,089.79	\$1,141.25	\$1,204.11
- Rx Drug	\$316.28	\$349.44	\$349.44	\$349.44
Minimum Attachment Point	\$224,336.13	\$228,621.65	\$238,255.41	\$250,022.36
Estimated monthly renewal liability	\$249,262.37	\$254,024.06	\$264,728.23	\$277,802.62
Renewal rate action as a % increase to current monthly aggregate deductible factors		1.9%	6.2%	11.4%

Total estimated annual plan costs				
Total costs	Current	Renewal	Renewal option 1	Renewal option 2
Total annual premium	\$704,598.36	\$739,823.29	\$691,626.60	\$602,118.46
Annual Aggregate Attachment Point	2,991,148.44	3,048,288.72	3,176,738.76	3,333,631.44
Total estimated self-funded plan costs	\$3,695,746.80	\$3,788,112.01	\$3,868,365.36	\$3,935,749.90
Renewal rate action as a % increase to total estimated annual plan cost.		2.5%	4.7%	6.5%

Select renewal option			
Initial selected renewal option			

The rates agreed upon in this renewal acceptance form are effective on the policy renewal date and take precedence over any billing statements that may be received in the interim.

Renewal options, continued

On this page, sign to authorize the features, services, and assumptions included in your renewal

Policyholder name:	City of Franklin
Account number:	247234
* Authorized signature:	
Printed name:	MARK LUBERDA
Printed title:	DIRECTOR OF ADMINISTRATION
Date:	

Specific Stop-Loss coverage

The following options and programs are included in your policy:

Options:

- **No New Lasers at Renewal option with Renewal Rate Cap of 50%**
This option prevents new lasers. The rate cap applies to Specific rates and the Aggregating Specific deductible (if applicable), and it assumes there are no material changes to the underlying plan, the Sun Life Stop-Loss policy, or the covered group.
- **Simultaneous Reimbursement option**
- **Retiree coverage**
- **Rx claims are included and bundled with the administration (no carve-out PBM)**
This proposal assumes that your stop-loss insurance will include coverage for prescription drug claims and that the standard large claimant reporting from your medical administrator will include both medical and prescription drug claims. Based on the information provided, your PBM vendor is Optum Rx.

Programs:

- **[New!] SunElite™ medical document review service**
This program is available to all Sun Life Stop-Loss customers.
- **SunExcel® Centers of Excellence transplant program**
This exclusive program is provided to all Sun Life Stop-Loss customers.
- **SunResources® preferred network program**
This exclusive program is provided to all Sun Life Stop-Loss customers.

Experience Rating Refund:

On each Policy Anniversary, a retrospective Experience Rating Refund process is applied to the Specific Benefit.

If the Loss Ratio Percentage for the Policy Year is less than 70%, then 50% of the Surplus--up to a maximum of 20% of the Net Premium pa

The Experience Rating Refund Endorsement is subject to the following conditions:

- "Surplus" will equal 70%, less the Loss Ratio Percentage for the Policy Year, multiplied by the Net Premium paid by the policyho
- The "Loss Ratio Percentage" will equal the total dollar amount of all Specific Benefit claims paid by Sun Life divided by the Net P
- "Net Premium" will equal the premium paid to Sun Life for the Policy Year, less the commission paid by Sun Life for the Policy Y

The total dollar amount of Specific Benefit claims paid by Sun Life will be determined after the end of the Policy Year and the Run-Out Per

If an Experience Rating Refund is payable, it will be paid within 30 days after the calculation is made. In order to receive an Experience Rat

The following are not included in your policy:

- **Mirroring Endorsement**
- **Clinical Trials option**
- **Electronic Funds Transfer**
- **Terminal Liability option**

Assumptions

- **This renewal assumes the priced plan changes are implemented on 1/1/18.**
- **Transplant rider**



Business Insurance
Employee Benefits
Auto
Home

Hartford Life and Accident Insurance Company

November 27, 2017

Dana Zahn
City Of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132-9630

Re: January 1, 2018 Renewal Information for Your Group Insurance Benefits with The Hartford¹

Dear Dana Zahn:

Thank you for giving The Hartford the opportunity to provide benefits to the employees of City Of Franklin. The Hartford is committed to enhancing your employees' financial security and helping you provide attractive benefits. We look forward to renewing the Life and Disability benefits at this time and continuing our relationship for many years to come.

To determine the renewal rate, The Hartford analyzes a variety of factors to ensure that you receive excellent benefits and valuable service at a competitive and affordable price. A careful review is conducted of your demographic information, industry classifications, experience results, and overall benefit package.

We have completed a comprehensive review of your benefit plan in order to determine the appropriate funding level for the upcoming new policy period, beginning January 1, 2018. The chart below summarizes the detailed renewal rate information. These renewal rates require that all coverage lines are renewed as a package.

Coverage and Policy Number	Volume	Current Rate	* Current Monthly Premium	Renewal Rate as of 01/01/2018	* Renewal Monthly Premium	Monthly Premium Change	Rate Guaranteed Until
Basic Life - 875356G	12,099,000	\$ 0.153 per 1000	\$ 1,851	No Change	No Change	\$ 0	01/01/2020
Basic ADD - 875356G	12,099,000	\$ 0.04 per 1000	\$ 484	No Change	No Change	\$ 0	01/01/2020
LTD - 875356G	981,280	\$ 0.414 per 100	\$ 4,062	No Change	No Change	\$ 0	01/01/2020

* For policies that are list-billed by The Hartford, premium and volumes are based on the most recent list bill. For policies that are self-administered, premiums and volumes are based on the most recent census information that we have on file.

With this rate structure the employer may be electing to partially support employer paid coverages with the rate for the employee paid coverages. This means that premiums paid for one coverage may cover the cost of another coverage under the Plan. When we quote rates with such partial support between the employee paid and employer paid coverages we do so with the understanding that the employer and employee coverages are part of a single ERISA plan sponsored by the employer and that the employer has determined that the rate structure is consistent with information provided to employees and with its ERISA obligations. For those cases

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Business Insurance
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that are not governed by ERISA, we are quoting the rates with the understanding that the employer has determined the rate structure is consistent with the information provided to employees. If our understanding is not accurate, please contact us.

Doing business with The Hartford is about much more than price. We deliver on our promises every day through product features and responsive service targeted to you and your employees' unique needs.

Additional Services for Employees

There are some life conversations that no one wants to have - especially when it involves planning for financial matters, insurance needs, making end-of-life decisions or planning for the loss of a loved one. That's why many of The Hartford's group benefits products include various value-added services, designed to help employees with the challenges that come before and after a claim. Services include:

- **EstateGuidance® Will Preparation Services.**¹(Life) A service that helps employees protect their family's future by creating a customized and legally binding online will. Online support is also available from licensed attorneys, if needed.
- **Beneficiary Assist® Counseling Services.**¹(Life and Accident) Compassionate expertise to help employees or their loved ones cope with emotional, financial and legal issues that arise after a loss. Includes unlimited phone contact with professionals, as well as five face-to-face sessions.
- **Travel Assistance & ID Theft Protection Services.**²(Life, Accident & Long-term Disability) Services include pre-trip information that helps employees feel safe and secure while traveling. It also gives them access to medical professionals across the globe for medical assistance when traveling 100+ miles away from home for 90 days or less when unexpected detours arise. Another important service is ID theft protection, available 24/7 whether home or away. Protection assistance is provided two ways: Educational materials to help prevent identity theft and access to caseworkers who can help victims resolve problems that result from identity theft.
- **Ability Assist® Counseling Services.**¹ (Long-term Disability) Employees enrolled in our Long-term Disability plan receive professional counseling for financial, legal and emotional issues, 24/7/365. Service includes unlimited phone access and three face-to-face EAP sessions per person, per occurrence, per year. Services are also available to spouses and dependent

¹ EstateGuidance, Ability Assist® and Beneficiary Assist are offered through The Hartford by ComPsych®. ComPsych is not affiliated with The Hartford and is not a provider of insurance services. The Hartford is not responsible and assumes no liability for the services provided by ComPsych and reserves the right to discontinue these services at any time. EstateGuidance and ComPsych are registered trademarks of ComPsych Corporation.

² Travel Assistance and ID Theft Protection Services are provided by Europ Assistance USA. Europ Assistance USA is not affiliated with The Hartford and is not a provider of insurance services. Europ Assistance USA may modify or terminate all or any part of this service at any time without notice. The Hartford is not responsible and assumes no liability for the services provided and reserves the right to discontinue these services at any time.

Prepare. Protect. Prevail.™



Business Insurance
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children. Some plans provide access to benefits from day one (for employers with less than 5,000 employees) while others are available when an LTD claim is approved by The Hartford (for employers with 5,000 or more employees). If you would like confirmation of which level of service your plan would include, please contact your Hartford Account Manager.

- **Employer View®** - The Hartford's online Employer solution provides important tools and resources available 24/7 for your convenience – at no additional cost.

For more information on these value-added services, visit us online at www.thehartford.com/employee-group-benefits.

The Hartford is dedicated to providing responsive customer service to you and your employees. We regularly conduct surveys with producers, employers, and claimants to monitor satisfaction with The Hartford's group life and disability plans. Results from these studies show how well we meet customers' needs and ensure that we continue to deliver the right products and services.

Sincerely,


Kevin Kennedy

Kevin Kennedy
Account Executive, Group Benefits
The Hartford
2 North LaSalle Street
Suite 2600
Chicago, IL 60602
Phone: 1-312-384-7701

cc: Diversified Insurance Services

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APPROVAL <i>Slw</i> 	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/2017
REPORTS & RECOMMENDATIONS	<p>Lowe's Home Centers v. City of Franklin, Milwaukee County Circuit Court, Case No. 16CV8356: Claim of Excessive Assessment. The Common Council may enter closed session pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, 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.14.</i>

Lowe's Home Centers filed a Claim for Excessive Assessment with the Milwaukee County Circuit Court. The League of Wisconsin Municipalities Mutual Insurance Company is providing defense of the claim and has assigned Attorney Ryan Braithwaite with Crivello Carlson, S.C. to the defense. As a regular part of the claim resolution process, mediation was recently held relative to the claim. Attorney Braithwaite will be present to discuss the claim and the matter in detail.

The Common Council may enter closed session pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

Motion to enter closed session pursuant to Wis. Stat. §19.85(1)(g), to confer with legal counsel for the Common Council who is rendering advice concerning strategy to be adopted by the body with respect to the subject litigation, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/17
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.
<p>See attached list from meeting of November 21, 2017.</p> <p>COUNCIL ACTION REQUESTED</p>		



**License Committee
Agenda*
Aldermen's Room
November 21, 2017 – 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 6:05 p.m.	Sierra L Kisting S63W18485 Martin Dr Franklin, WI 53132 Hideaway Pub & Eatery			
Operator 2017-18	Brittany L Acker 9335 Caddy Ln Caledonia, WI 53108 Pick N Save – Advanced Solutions			
Operator 2017-18	Paramjeet Kaur 185 W Rainbow Ridge Dr, #301 Oak Creek, WI 53154 Franklin Liquor Store			
Operator 2017-18	Marek A Larson 512 Rawson Ct South Milwaukee, WI 53172 Walgreens #15020			
Operator 2017-18	Kerri A McCracken 3025 E Somers Ave Cudahy, WI 53110 Mulligan's Irish Pub & Grill			
Operator 2017-18	Eric W Melster 4220 Taylor Ave Racine, WI 53405 Chili's Bar & Grill			
Operator 2017-18	Ann C Moehlenpah 3573 W Hilltop Ln Franklin, WI 53132 Walgreens #1551			
Operator 2017-18	Joseph E Radomski 1231 Thrush Ln Waukesha, WI 53189 Kwik Trip #857			
Operator 2017-18	Cheryl A Sadowski 7030 W Hollow Ln Franklin, WI 53132 Walgreens #15020			
Operator 2017-18	Jason M Schepker 4461 S 49 th St Greenfield, WI 53220 Polish Center of Wisconsin			
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 pck</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/21/17
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated November 3, 2017 through November 16, 2017 Nos. 166821 through Nos. 166966 in the amount of \$ 1,133,255.34. Included in this listing are EFT's Nos. 3627 through Nos. 3635 and Library vouchers totaling \$ 8,060.85. Voided checks in the amount of \$ (100.00) are separately listed.

Early release disbursements dated November 3, 2017 through November 15, 2017 in the amount of \$ 524,103.45 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated November 9, 2017 is \$ 388,803.91, previously estimated at \$ 391,000.00. Payroll deductions dated November 9, 2017 are \$ 236,386.01 previously estimated at \$ 238,000.00.

The estimated payroll for November 24, 2017 is \$ 374,000.00 with estimated deductions and matching payments of \$ 419,000.00.

There were no Property Tax refunds or settlements.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of November 16, 2017 in the amount of \$ 1,133,255.34 and
- Payroll dated November 9, 2017 in the amount of \$ 388,803.91 and payments of the various payroll deductions in the amount of \$ 236,386.01 plus City matching payments and
- Estimated payroll dated November 24, 2017 in the amount of \$ 374,000.00 and payments of the various payroll deductions in the amount of \$ 419,000.00, plus City matching payments.

ROLL CALL VOTE NEEDED