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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE November 5, 2018 |
| Reports & Recommendations | STATUS OF RE-BID FOR RAWSON HOMES DRAINAGE AND WATER MAIN RELAY PROJECT | ITEM NO. <i>G.9.</i> |

BACKGROUND

The Bids for the combined Rawson Homes drainage and water relay projects were rejected by Common Council on June 5, 2018. Those five bids ranged from \$2,524,650 to \$4,606,585. It was anticipated that it was advantageous to rebid later in the year.

Staff worked with the Consultant to rebid and allow the City to award some or all alternates. In addition, each alternate has some optional deductions to offer savings. The new bid package was structured as follows:

- BASE BID – Biofilter and drainage improvements on S. 36th Street (north of W. Madison Blvd.) and W. Missouri Ave.
- ALTERNATE 1 – Water main relay on S. 36th Street (north of W. Madison Blvd.) and W. Missouri Ave.
- ALTERNATE 2 – Drainage improvement on S. 37th Place (north of W. Madison Blvd.).
- ALTERNATE 3 – Water main relay on W. Madison Blvd (west of S. 36th Street) and S. 37th Place (north of W. Madison Blvd).
- ALTERNATE 4 – Water main relay on S. 36th Street (south of W. Madison Blvd).
- ALTERNATE 5 – Water main relay on S. 37th Place (south of W. Madison Blvd) and W. Marquette Ave. (west of S. 36th Street).
- ALTERNATE 6 – Water main relay on W. Madison Blvd. and W. Marquette Ave. (east of S. 36th Street) and S. 35th Street.

Bids were received for the revised project on October 24, 2018. It was advantageous to rebid later in the year. Although these bids are better, there is still not enough appropriations to complete the entire project. A full bid analysis (5 pages) is attached. The summary is as follows:

| | Engineer's Estimate | Wanasek Corp. | Super Excavators | Globe Contractors | Dorner, Inc. |
|------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Base Bid | \$876,675.00 | \$699,048.00 | \$1,206,460.00 | \$832,020.00 | \$781,960.50 |
| Base Opt Deducts | \$6,975.00 | \$3,560.00 | \$3,325.00 | \$7,325.00 | \$6,370.00 |
| Alternate 1 | \$399,755.00 | \$495,262.00 | \$555,605.00 | \$461,070.00 | \$345,060.00 |
| Alt 1 Opt Deducts | \$37,275.00 | \$9,940.00 | \$12,425.00 | \$12,425.00 | (\$21,321.30) |
| Alternate 2 | \$399,575.00 | \$316,365.00 | \$565,885.00 | \$343,120.00 | \$306,163.50 |
| Alt 2 Opt Deducts | \$6,750.00 | \$6,200.00 | \$5,250.00 | \$9,250.00 | \$4,900.00 |
| Alternate 3 | \$402,425.00 | \$509,596.00 | \$571,335.00 | \$471,835.00 | \$343,590.00 |
| Alt 3 Opt Deducts | \$39,225.00 | \$10,460.00 | \$13,075.00 | \$13,075.00 | (\$22,436.70) |
| Alternate 4 | \$138,415.00 | \$173,761.00 | \$204,220.00 | \$154,455.00 | \$119,120.00 |
| Alt 4 Opt Deducts | \$12,225.00 | \$3,260.00 | \$4,075.00 | \$4,075.00 | (\$6,992.70) |
| Alternate 5 | \$259,410.00 | \$319,596.00 | \$361,786.00 | \$288,660.00 | \$219,025.00 |
| Alt 5 Opt Deducts | \$23,100.00 | \$6,160.00 | \$7,700.00 | \$7,700.00 | (\$13,213.20) |
| Alternate 6 | \$254,635.00 | \$311,232.00 | \$363,725.00 | \$281,925.00 | \$212,862.50 |
| Alt 6 Opt Deducts | \$23,325.00 | \$6,220.00 | \$7,775.00 | \$7,775.00 | (\$13,341.90) |
| Total Base + All Alts | \$2,730,890.00 | \$2,824,860.00 | \$3,829,016.00 | \$2,833,085.00 | \$2,327,781.50 |
| Total Opt Deducts | \$148,875.00 | \$45,800.00 | \$53,625.00 | \$61,625.00 | (\$66,035.80) |

ANALYSIS

If the entire project is awarded based on the received bids, Dorner, Inc. would be awarded the project for \$2,327,781.50. Conversations with the bidder indicate that they misunderstood the positive/negative implications on how the Optional Deductions would be computed. It is anticipated that a change order could be issued to correct the misunderstanding, but any contract award to Dorner would need to reflect the bid as submitted.

Further breakdown of the bid considers the three funding sources from MMSD Green Infrastructure (GI), MMSD Private Property Inflow and Infiltration (PPII), and the City of Franklin Water Utility.

| | |
|----------------|------------------------|
| \$441,209.29 | MMSD GI |
| \$646,914.71 | MMSD PPII |
| \$1,239,667.50 | Franklin Water Utility |

The MMSD GI work (portion of Base Bid) of \$441,209.29 is significantly higher than the \$171,848 identified in the MMSD GI funding agreement. There are additional funds of \$119,075 currently in Franklin's allocation of green infrastructure funds (total \$290,923.00) at MMSD but that is still short of the funds needed for this portion of the project. However, there is expected to be an approximate additional \$300,000 available to Franklin in this program as of January 1, 2019. To access the available funds or anticipated funds, a request to the MMSD Commissioners would need to be made. The process to ask the MMSD Commissioners' approval is approximately 2 months.

Likewise the MMSD PPII work (remainder of Base Bid and Alternate 2) of \$646,914.71 is significantly higher than the \$465,830 identified in the MMSD PPII funding agreement. There are additional funds of \$728,540 currently in Franklin's allocation of PPII funds at MMSD. Like the GI portion, accessing the available funds would require a request to the MMSD Commissioners and that process is also a two-month process.

Although not yet in writing, MMSD staff has assured City Staff that the current funding agreements are intact and these will carry over to 2019. Current policy will allow Franklin to accumulate the current fund balances and add to the anticipated 2019 allocations.

Franklin Staff discussed the situation with MMSD staff and probability of MMSD Commission approval for the GI is a higher probability than any additional requests for the PPII funds under the current funding agreements. As such, Staff recommends that Alternate 2 (Drainage Improvements on S. 37th Place- north of W. Madison Blvd) be removed from the project at this time. This Alternate 2 work could be a future request to MMSD PPII program, performed by City DPW, or never completed.

The Water Utility has a \$1 million (2018) appropriation for this project. Having spent \$38,000 for engineering already, \$962,000 is still available. With a bid of \$1.240 million, additional appropriations would be required to complete this project. Available Water Utility fund balance could be appropriated via a Water Utility 2018 Budget amendment to provide the additional resources.

The Proposed 2019 Water Utility Budget again appropriated this project, and staff will recommend it be removed should a means to award the contract be found in 2018. Should the project need to be advanced to 2019, then the 2019 appropriation should be increased to accommodate its likely cost. **Staff will make this recommendation to the Board of Water Commissioners on November 20, 2018.**

Please note that the amended 2018 Capital projects budget would deplete the Water Utility Fund balance to nearly \$1.5 mil. Given the need for working capital, the Water Utility will be restricted in capital spending until additional fund balance can be accumulated.

Note that the City cannot award any part of the bid with current funding because the green infrastructure portion of the base bid is outside of the funding capacity of the MMSD funding agreement. A redesign with the contractor would be needed.

Per the bidding documents, the City has “60-days [December 23, 2018] *after the Bid opening* [October 24, 2018], *or for such longer period of time that Bidder* [Dorner, Inc.] *may agree to in writing upon request of Owner* [Franklin].” Staff conversations with Dorner indicate that they may/may not be able to accept an extension to allow the acquisition of funding.

OPTIONS

- A. Reject All Bids, or
- B. Instruct Staff to: request additional GI funding from MMSD; request water funding from Board of Water Commissioners, and return to Common Council to award the entire project except Alternate 2 at a later date.
- C. Refer back to Staff with further direction.

FISCAL NOTE

There are in sufficient appropriations to award the total bid. Should the Common Council desire to award this contract, additional resources and appropriations will be needed for this project. The available funding options are explained in detail within the Analysis section.

RECOMMENDATION

(Option B) Instruct Staff to: request additional GI funding from MMSD; request water funding from Board of Water Commissioners, and return to Common Council to award the entire project except Alternate 2 at a later date.

Engineering: GEM

COST COMPARISON OF BIDDERS

OWNER: City of Franklin
 PROJECT: Rawson Homes Drainage Improvements and Water Main Relay REBID
 BID OPENING DATE: October 24, 2018 11:00 A.M.

| BASE BID | | | Engineer's Estimate | | Wanssak Corp. | | Super Excavators, Inc | | Globe Contractors, Inc | | Domeier, Inc | | |
|---|--|------|---------------------|--------------|---------------|--------------|-----------------------|--------------|------------------------|--------------|--------------|--------------|--------------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY. | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL | TOTAL | |
| A. BASE BID - Biofilter and Drainage Improvements on 36 th Street (north of Madison Blvd.) and Missouri Ave. | | | | | | | | | | | | | |
| 1 | Traffic control | L.S. | 1 | \$5,000.00 | \$5,000.00 | \$4,700.00 | \$4,700.00 | \$10,000.00 | \$10,000.00 | \$20,000.00 | \$20,000.00 | \$5,600.00 | \$5,600.00 |
| 2 | Inlet sediment guards type B | EA. | 40 | \$70.00 | \$2,800.00 | \$80.00 | \$3,200.00 | \$120.00 | \$4,800.00 | \$100.00 | \$4,000.00 | \$70.00 | \$2,800.00 |
| 3 | Manufactured ditch checks | EA. | 8 | \$100.00 | \$800.00 | \$160.00 | \$1,280.00 | \$120.00 | \$960.00 | \$100.00 | \$800.00 | \$135.00 | \$1,080.00 |
| 4 | Tracking pad | TON | 210 | \$20.00 | \$4,200.00 | \$35.00 | \$7,350.00 | \$30.00 | \$6,300.00 | \$20.00 | \$4,200.00 | \$25.00 | \$5,250.00 |
| 5 | Silt fence | L.F. | 450 | \$3.00 | \$1,350.00 | \$3.00 | \$1,350.00 | \$4.00 | \$1,800.00 | \$2.00 | \$900.00 | \$2.70 | \$1,215.00 |
| 6 | 10-inch HDPE perforated drain tile w/ filter sock | L.F. | 395 | \$60.00 | \$23,700.00 | \$44.00 | \$17,380.00 | \$75.00 | \$29,625.00 | \$46.00 | \$18,190.00 | \$36.00 | \$14,220.00 |
| 7 | 10-inch PVC yard drain w/ beehive grate | EA. | 4 | \$90.00 | \$360.00 | \$1,002.00 | \$4,008.00 | \$630.00 | \$2,520.00 | \$530.00 | \$2,120.00 | \$540.00 | \$2,160.00 |
| 8 | 12-inch HDPE perforated drain tile w/ filter sock | L.F. | 685 | \$70.00 | \$47,950.00 | \$46.00 | \$31,510.00 | \$85.00 | \$58,225.00 | \$51.00 | \$34,935.00 | \$38.70 | \$26,509.50 |
| 9 | 12-inch PVC yard drain w/ beehive grate | EA. | 6 | \$1,000.00 | \$6,000.00 | \$1,002.00 | \$6,012.00 | \$1,100.00 | \$6,600.00 | \$1,100.00 | \$6,600.00 | \$900.00 | \$5,400.00 |
| 10 | 15-inch HDPE perforated drain tile w/ filter sock | L.F. | 2390 | \$80.00 | \$191,200.00 | \$47.00 | \$112,330.00 | \$92.00 | \$219,880.00 | \$55.00 | \$131,450.00 | \$41.40 | \$98,946.00 |
| 11 | 15-inch PVC yard drain w/ beehive grate | EA. | 26 | \$1,200.00 | \$31,200.00 | \$1,150.00 | \$29,900.00 | \$1,500.00 | \$39,000.00 | \$1,340.00 | \$34,840.00 | \$1,035.00 | \$26,910.00 |
| 12 | 6-inch HDPE storm sewer w/ spoil backfill | L.F. | 70 | \$70.00 | \$4,900.00 | \$71.00 | \$4,970.00 | \$67.00 | \$4,690.00 | \$100.00 | \$7,000.00 | \$31.50 | \$2,205.00 |
| 13 | 12-inch RCP CL III storm sewer w/ spoil backfill | L.F. | 20 | \$55.00 | \$1,100.00 | \$54.00 | \$1,080.00 | \$146.00 | \$2,920.00 | \$85.00 | \$1,700.00 | \$51.30 | \$1,026.00 |
| 14 | 15-inch RCP CL IV storm sewer w/ granular backfill | L.F. | 65 | \$105.00 | \$6,825.00 | \$59.00 | \$3,835.00 | \$160.00 | \$10,400.00 | \$90.00 | \$5,850.00 | \$57.60 | \$3,744.00 |
| 15 | 18-inch RCP CL III storm sewer w/ spoil backfill | L.F. | 35 | \$65.00 | \$2,275.00 | \$61.00 | \$2,135.00 | \$155.00 | \$5,365.00 | \$70.00 | \$2,450.00 | \$56.70 | \$1,984.50 |
| 16 | 21-inch RCP storm sewer w/ spoil backfill | L.F. | 45 | \$95.00 | \$4,275.00 | \$66.00 | \$2,970.00 | \$143.00 | \$6,435.00 | \$87.00 | \$3,915.00 | \$54.90 | \$2,470.50 |
| 17 | 10-inch RCP end section w/ trash grate | EA. | 2 | \$900.00 | \$1,800.00 | \$926.00 | \$1,852.00 | \$970.00 | \$1,940.00 | \$1,300.00 | \$2,600.00 | \$877.50 | \$1,755.00 |
| 18 | 12-inch RCP end section w/ trash grate | EA. | 1 | \$1,000.00 | \$1,000.00 | \$1,355.00 | \$1,355.00 | \$970.00 | \$970.00 | \$1,300.00 | \$1,300.00 | \$810.00 | \$810.00 |
| 19 | 18-inch RCP end section w/ trash grate | EA. | 1 | \$1,100.00 | \$1,100.00 | \$1,592.00 | \$1,592.00 | \$1,100.00 | \$1,100.00 | \$1,400.00 | \$1,400.00 | \$990.00 | \$990.00 |
| 20 | 21-inch RCP end section w/ trash grate | EA. | 1 | \$1,150.00 | \$1,150.00 | \$1,813.00 | \$1,813.00 | \$1,300.00 | \$1,300.00 | \$1,700.00 | \$1,700.00 | \$1,575.00 | \$1,575.00 |
| 21 | Concrete collar for drain tile | C.Y. | 10 | \$400.00 | \$4,000.00 | \$300.00 | \$3,000.00 | \$250.00 | \$2,500.00 | \$250.00 | \$2,500.00 | \$250.00 | \$2,500.00 |
| 22 | Swale construction | L.F. | 3550 | \$20.00 | \$71,000.00 | \$8.00 | \$28,400.00 | \$27.00 | \$95,850.00 | \$16.00 | \$56,800.00 | \$16.00 | \$56,800.00 |
| 23 | 2x3' catch basin | EA. | 4 | \$3,100.00 | \$12,400.00 | \$2,820.00 | \$11,680.00 | \$3,000.00 | \$12,000.00 | \$2,500.00 | \$10,000.00 | \$1,900.00 | \$7,600.00 |
| 24 | Mechanical separator #1 | EA. | 1 | \$15,600.00 | \$15,600.00 | \$14,071.00 | \$14,071.00 | \$16,000.00 | \$16,000.00 | \$20,000.00 | \$20,000.00 | \$19,800.00 | \$19,800.00 |
| 25 | Focal Point bioretention facility | L.S. | 1 | \$350,000.00 | \$350,000.00 | \$320,000.00 | \$320,000.00 | \$350,000.00 | \$350,000.00 | \$356,000.00 | \$356,000.00 | \$400,000.00 | \$400,000.00 |
| 26 | Asphalt walking path | S.Y. | 400 | \$45.00 | \$18,000.00 | \$39.00 | \$15,600.00 | \$62.00 | \$24,800.00 | \$50.00 | \$20,000.00 | \$60.00 | \$24,000.00 |
| 27 | Park bench footling | EA. | 3 | \$2,000.00 | \$6,000.00 | \$600.00 | \$1,800.00 | \$3,000.00 | \$9,000.00 | \$3,000.00 | \$9,000.00 | \$1,600.00 | \$4,800.00 |
| 28 | Per waste station | EA. | 1 | \$3,000.00 | \$3,000.00 | \$1,500.00 | \$1,500.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$550.00 | \$550.00 |
| 29 | Asphalt driveway replacement | S.Y. | 250 | \$60.00 | \$12,500.00 | \$78.00 | \$19,500.00 | \$100.00 | \$25,000.00 | \$90.00 | \$22,500.00 | \$65.00 | \$16,250.00 |
| 30 | Concrete driveway replacement | S.Y. | 80 | \$75.00 | \$6,000.00 | \$125.00 | \$7,500.00 | \$120.00 | \$7,200.00 | \$100.00 | \$6,000.00 | \$105.00 | \$6,300.00 |
| 31 | Gravel driveway replacement | S.Y. | 40 | \$20.00 | \$800.00 | \$15.00 | \$600.00 | \$30.00 | \$1,200.00 | \$20.00 | \$800.00 | \$44.50 | \$1,780.00 |
| 32 | Restoration (topsoil, seed, hydramulch) | S.Y. | 2450 | \$9.00 | \$22,050.00 | \$6.50 | \$20,825.00 | \$10.00 | \$24,500.00 | \$7.00 | \$17,150.00 | \$6.40 | \$15,680.00 |
| 33 | Asphaltic concrete trench patch | S.Y. | 50 | \$30.00 | \$1,500.00 | \$39.00 | \$1,950.00 | \$100.00 | \$5,000.00 | \$85.00 | \$4,250.00 | \$67.00 | \$4,350.00 |
| 34 | Sanitary lateral repair | L.F. | 60 | \$200.00 | \$12,000.00 | \$200.00 | \$12,000.00 | \$278.00 | \$16,680.00 | \$235.00 | \$14,100.00 | \$250.00 | \$15,000.00 |

COST COMPARISON OF BIDDERS

OWNER: City of Franklin
 PROJECT: Rawson Homes Drainage Improvements and Water Main Relay REBD
 BID OPENING DATE: October 24, 2018 11:00 A.M.

| BASE BID | | | Engineer's Estimate | | Wanasek Corp. | | Super Excavators, Inc. | | Globe Contractors, Inc. | | Domer, Inc. | | |
|---|--|------|---------------------|--------------|---------------|--------------|------------------------|-------------|-------------------------|------------|--------------|------------|---------------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY. | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL |
| TOTAL OF ALL ESTIMATED BASE PRICES (ITEMS 1 - 34) | | | | | | | | | | | | | |
| MANDATORY ALTERNATE BIDS | | | | | | | | | | | | | |
| B. DEDUCTS for Base Bid | | | | | | | | | | | | | |
| 14-D | Use Owner-provided millings and trucking for top two feet of trench backfill | L.F. | 65 | \$15.00 | \$975.00 | \$4.00 | \$260.00 | \$5.00 | \$325.00 | \$5.00 | \$325.00 | \$2.00 | (\$130.00) |
| 24-D | 72-inch storm inlet/manhole in lieu of mechanical separator #1 (Bid Item) | EA. | 1 | \$6,000.00 | \$6,000.00 | \$3,300.00 | \$3,300.00 | \$3,000.00 | \$3,000.00 | \$7,000.00 | \$7,000.00 | \$6,500.00 | \$6,500.00 |
| C. MANDATORY ALTERNATE 1: Water Main Relay on 36th Street (north of Madison Blvd.) and Missouri Ave. | | | | | | | | | | | | | |
| 35 | Traffic control | L.S. | 1 | \$5,000.00 | \$5,000.00 | \$4,740.00 | \$4,740.00 | \$10,000.00 | \$10,000.00 | \$2,000.00 | \$2,000.00 | \$2,500.00 | \$2,500.00 |
| 36 | Manufactured ditch checks | EA. | 9 | \$100.00 | \$900.00 | \$160.00 | \$1,440.00 | \$120.00 | \$1,080.00 | \$100.00 | \$900.00 | \$155.00 | \$1,395.00 |
| 37 | 8-inch PVC water main w/ granular backfill | L.F. | 1890 | \$100.00 | \$189,000.00 | \$124.00 | \$234,360.00 | \$140.00 | \$264,600.00 | \$133.00 | \$251,370.00 | \$77.00 | \$145,530.00 |
| 38 | 8-inch water valve | EA. | 9 | \$1,500.00 | \$13,500.00 | \$1,822.00 | \$16,398.00 | \$2,000.00 | \$18,000.00 | \$1,800.00 | \$16,200.00 | \$1,550.00 | \$13,950.00 |
| 39 | Hydrant assembly w/ valve | EA. | 4 | \$5,000.00 | \$20,000.00 | \$5,654.00 | \$22,616.00 | \$5,200.00 | \$20,800.00 | \$5,500.00 | \$22,000.00 | \$4,600.00 | \$18,400.00 |
| 40 | 6-inch hydrant lead w/ granular backfill | L.F. | 45 | \$80.00 | \$3,600.00 | \$100.00 | \$4,500.00 | \$200.00 | \$9,000.00 | \$110.00 | \$4,950.00 | \$78.00 | \$3,510.00 |
| 41 | 6-inch hydrant lead w/ spoil backfill | L.F. | 15 | \$75.00 | \$1,125.00 | \$70.00 | \$1,050.00 | \$193.00 | \$2,895.00 | \$70.00 | \$1,050.00 | \$46.00 | \$690.00 |
| 42 | 1 1/4-inch water service w/ granular backfill | L.F. | 550 | \$80.00 | \$44,000.00 | \$115.00 | \$63,250.00 | \$146.00 | \$80,300.00 | \$105.00 | \$57,750.00 | \$65.50 | \$47,025.00 |
| 43 | 1-1/4-inch water service w/ spoil backfill | L.F. | 960 | \$70.00 | \$67,200.00 | \$72.00 | \$69,120.00 | \$95.00 | \$91,200.00 | \$72.00 | \$69,120.00 | \$58.00 | \$55,680.00 |
| 44 | 1 1/4-inch tap, saddle and corporation valve | EA. | 34 | \$400.00 | \$13,600.00 | \$852.00 | \$28,968.00 | \$295.00 | \$10,030.00 | \$185.00 | \$6,290.00 | \$650.00 | \$22,100.00 |
| 45 | 1 1/4-inch curb valve and box | EA. | 34 | \$350.00 | \$11,900.00 | \$515.00 | \$17,510.00 | \$270.00 | \$9,180.00 | \$290.00 | \$9,860.00 | \$280.00 | \$9,520.00 |
| 46 | Pipe insulation | S.F. | 1020 | \$4.00 | \$4,080.00 | \$3.50 | \$3,570.00 | \$6.00 | \$6,120.00 | \$4.00 | \$4,080.00 | \$3.00 | \$3,060.00 |
| 47 | Restoration (topsoil, seed, hydromulch) | S.Y. | 400 | \$9.00 | \$3,600.00 | \$8.35 | \$3,420.00 | \$10.00 | \$4,000.00 | \$7.00 | \$2,800.00 | \$8.50 | \$3,400.00 |
| 48 | Asphaltic-concrete trench patch | S.Y. | 1680 | \$30.00 | \$49,800.00 | \$32.00 | \$53,760.00 | \$40.00 | \$67,200.00 | \$25.00 | \$41,500.00 | \$25.00 | \$41,500.00 |
| TOTAL OF MANDATORY ALTERNATE 1 BID PRICES | | | | | | | | | | | | | |
| | | | | \$399,755.00 | \$495,262.00 | \$555,605.00 | \$461,070.00 | | | | | | \$345,060.00 |
| D. DEDUCTS FROM MANDATORY ALTERNATE 1 | | | | | | | | | | | | | |
| 37-D | Use Owner-provided millings and trucking for top two feet of trench backfill | L.F. | 1890 | \$15.00 | \$28,350.00 | \$4.00 | \$7,560.00 | \$5.00 | \$9,450.00 | \$5.00 | \$9,450.00 | \$6.58 | (\$16,216.20) |
| 40-D | Use Owner-provided millings and trucking for top two feet of trench backfill | L.F. | 45 | \$15.00 | \$675.00 | \$4.00 | \$180.00 | \$5.00 | \$225.00 | \$5.00 | \$225.00 | \$6.58 | (\$386.10) |
| 42-D | Use Owner-provided millings and trucking for top two feet of trench backfill | L.F. | 550 | \$15.00 | \$8,250.00 | \$4.00 | \$2,200.00 | \$5.00 | \$2,750.00 | \$5.00 | \$2,750.00 | \$6.58 | (\$4,719.00) |
| E. MANDATORY ALTERNATE 2 - Drainage improvements on 37th Place (north of Madison Blvd.) | | | | | | | | | | | | | |
| 49 | Traffic control | L.S. | 1 | \$5,000.00 | \$5,000.00 | \$4,740.00 | \$4,740.00 | \$10,000.00 | \$10,000.00 | \$1,000.00 | \$1,000.00 | \$5,500.00 | \$5,500.00 |
| 50 | Inlet sediment guards type B | EA. | 40 | \$70.00 | \$2,800.00 | \$80.00 | \$3,200.00 | \$120.00 | \$4,800.00 | \$100.00 | \$4,000.00 | \$70.00 | \$2,800.00 |
| 51 | Manufactured ditch checks | EA. | 8 | \$100.00 | \$800.00 | \$160.00 | \$1,280.00 | \$120.00 | \$960.00 | \$100.00 | \$800.00 | \$155.00 | \$1,240.00 |
| 52 | 12-inch HDPE perforated drain tile w/ filter sock | L.F. | 810 | \$60.00 | \$48,600.00 | \$46.00 | \$37,260.00 | \$85.00 | \$68,950.00 | \$41.00 | \$33,210.00 | \$38.70 | \$31,347.00 |
| 53 | 12-inch PVC yard drain w/ beehive grate | EA. | 11 | \$1,000.00 | \$11,000.00 | \$1,022.00 | \$11,222.00 | \$1,100.00 | \$12,100.00 | \$1,100.00 | \$12,100.00 | \$900.00 | \$9,900.00 |
| 54 | 15-inch HDPE perforated drain tile w/ filter sock | L.F. | 1,160 | \$50.00 | \$58,000.00 | \$47.00 | \$54,520.00 | \$92.00 | \$106,720.00 | \$48.00 | \$55,680.00 | \$40.50 | \$46,980.00 |
| 55 | 15-inch PVC yard drain w/ beehive grate | EA. | 14 | \$1,200.00 | \$16,800.00 | \$1,150.00 | \$16,100.00 | \$1,500.00 | \$21,000.00 | \$1,340.00 | \$18,760.00 | \$1,100.00 | \$15,400.00 |
| 56 | 18-inch HDPE perforated drain tile w/ filter sock | L.F. | 1,150 | \$65.00 | \$74,750.00 | \$48.00 | \$55,200.00 | \$85.00 | \$102,250.00 | \$64.00 | \$82,100.00 | \$45.00 | \$51,750.00 |
| 57 | 18-inch PVC yard drain w/ beehive grate | EA. | 13 | \$1,500.00 | \$19,500.00 | \$1,363.00 | \$17,745.00 | \$1,800.00 | \$23,400.00 | \$1,500.00 | \$19,500.00 | \$1,350.00 | \$17,550.00 |

COST COMPARISON OF BIDDERS

OWNER: City of Franklin
 PROJECT: Rawson Homes Drainage Improvements and Water Main Relay REBID
 BID OPENING DATE: October 24, 2018 11:00 A.M.

| BASE BID | | | Engineer's Estimate | | Wanasek Corp. | | Super Excavators, Inc | | Globe Contractors, Inc | | Damer, Inc | | |
|---|--|------|---------------------|-------------|---------------------|-------------|-----------------------|-------------|------------------------|-------------|---------------------|-------------|---------------------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY. | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL |
| 58 | 18-inch RCP CL III storm sewer w/granular backfill | L.F. | 50 | \$95.00 | \$4,750.00 | \$84.00 | \$3,200.00 | \$153.00 | \$7,650.00 | \$84.00 | \$4,200.00 | \$68.50 | \$3,425.00 |
| 59 | 21-inch RCP storm w/spill backfill | L.F. | 235 | \$85.00 | \$19,975.00 | \$66.00 | \$15,510.00 | \$143.00 | \$33,605.00 | \$77.00 | \$18,095.00 | \$64.90 | \$12,901.50 |
| 60 | 21-inch RCP end section w/ trash grate | EA. | 1 | \$1,150.00 | \$1,150.00 | \$1,813.00 | \$1,813.00 | \$1,300.00 | \$1,300.00 | \$1,700.00 | \$1,700.00 | \$1,575.00 | \$1,575.00 |
| 61 | Swale construction | L.F. | 3,150 | \$20.00 | \$63,000.00 | \$8.00 | \$25,200.00 | \$27.00 | \$85,050.00 | \$16.00 | \$50,400.00 | \$16.00 | \$50,400.00 |
| 62 | 2'x3' catch basin | EA. | 1 | \$3,100.00 | \$3,100.00 | \$2,920.00 | \$2,920.00 | \$3,000.00 | \$3,000.00 | \$2,500.00 | \$2,500.00 | \$1,900.00 | \$1,900.00 |
| 63 | 60-inch storm manhole. | EA. | 1 | \$5,200.00 | \$5,200.00 | \$3,476.00 | \$3,476.00 | \$3,000.00 | \$3,000.00 | \$2,200.00 | \$2,200.00 | \$2,500.00 | \$2,500.00 |
| 64 | 48-inch storm manhole. | EA. | 1 | \$4,000.00 | \$4,000.00 | \$2,594.00 | \$2,594.00 | \$2,500.00 | \$2,500.00 | \$1,600.00 | \$1,600.00 | \$2,000.00 | \$2,000.00 |
| 65 | Mechanical separator #2 | EA. | 1 | \$15,000.00 | \$15,000.00 | \$20,135.00 | \$20,135.00 | \$21,000.00 | \$21,000.00 | \$15,000.00 | \$15,000.00 | \$13,500.00 | \$13,500.00 |
| 66 | Asphalt driveway replacement | S.Y. | 230 | \$60.00 | \$11,580.00 | \$78.00 | \$17,940.00 | \$100.00 | \$23,000.00 | \$85.00 | \$19,550.00 | \$65.00 | \$14,950.00 |
| 67 | Concrete driveway replacement | S.Y. | 10 | \$75.00 | \$750.00 | \$127.00 | \$1,270.00 | \$120.00 | \$1,200.00 | \$100.00 | \$1,000.00 | \$135.00 | \$1,350.00 |
| 68 | Gravel driveway replacement | S.Y. | 50 | \$20.00 | \$1,000.00 | \$15.00 | \$750.00 | \$30.00 | \$1,500.00 | \$20.00 | \$1,000.00 | \$35.00 | \$1,750.00 |
| 69 | Restoration (topsoil, seed, hydromulch) | S.Y. | 2,250 | \$9.00 | \$20,250.00 | \$8.50 | \$19,125.00 | \$10.00 | \$22,500.00 | \$7.00 | \$15,750.00 | \$6.40 | \$14,400.00 |
| 70 | Asphaltic concrete trench patch | S.Y. | 35 | \$30.00 | \$1,050.00 | \$39.00 | \$1,365.00 | \$100.00 | \$3,500.00 | \$85.00 | \$2,975.00 | \$87.00 | \$3,045.00 |
| TOTAL OF MANDATORY ALTERNATE 2 BID PRICES | | | | | \$399,575.00 | | \$316,365.00 | | \$565,885.00 | | \$343,120.00 | | \$306,163.50 |
| F. DEDUCTS FROM MANDATORY ALTERNATE 2 | | | | | | | | | | | | | |
| 58-D | Use Owner-provided millings and trucking for top two feet of trench back | L.F. | 50 | \$15.00 | \$750.00 | \$4.00 | \$200.00 | \$5.00 | \$250.00 | \$5.00 | \$250.00 | (\$2.00) | (\$100.00) |
| 65-D | 48-inch storm manhole in lieu of mechanical separator #2 (Bid Item #65) | EA. | 1 | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$6,000.00 | \$5,000.00 | \$5,000.00 | \$9,000.00 | \$9,000.00 | \$5,000.00 | \$5,000.00 |
| G. MANDATORY ALTERNATE 3 - Water Main on Madison Blvd. (West of 36th Street) and 37th Place (North of Madison Blvd.) | | | | | | | | | | | | | |
| 71 | Traffic control | L.S. | 1 | \$5,000.00 | \$5,000.00 | \$4,733.00 | \$4,733.00 | \$2,500.00 | \$2,500.00 | \$1,000.00 | \$1,000.00 | \$3,000.00 | \$3,000.00 |
| 72 | Manufactured ditch checks | EA. | 11 | \$100.00 | \$1,100.00 | \$160.00 | \$1,760.00 | \$120.00 | \$1,320.00 | \$100.00 | \$1,100.00 | \$155.00 | \$1,705.00 |
| 73 | 8-inch PVC water main w/ granular backfill | L.F. | 2,150 | \$100.00 | \$215,000.00 | \$124.00 | \$266,600.00 | \$140.00 | \$301,000.00 | \$131.00 | \$281,650.00 | \$77.00 | \$165,550.00 |
| 74 | 8-inch water valve | EA. | 7 | \$1,500.00 | \$10,500.00 | \$1,821.00 | \$12,747.00 | \$2,000.00 | \$14,000.00 | \$1,800.00 | \$12,600.00 | \$1,550.00 | \$10,850.00 |
| 75 | Hydrant assembly w/ valve | EA. | 1 | \$5,000.00 | \$5,000.00 | \$5,654.00 | \$5,654.00 | \$5,300.00 | \$5,300.00 | \$5,500.00 | \$5,500.00 | \$4,700.00 | \$4,700.00 |
| 76 | 8-inch hydrant lead w/ granular backfill | L.F. | 5 | \$90.00 | \$450.00 | \$100.00 | \$500.00 | \$256.00 | \$1,280.00 | \$110.00 | \$550.00 | \$78.00 | \$390.00 |
| 77 | 6-inch hydrant lead w/ spill backfill | L.F. | 5 | \$75.00 | \$375.00 | \$70.00 | \$350.00 | \$230.00 | \$1,150.00 | \$70.00 | \$350.00 | \$46.00 | \$230.00 |
| 78 | 1 1/4-inch water service w/ granular backfill | L.F. | 460 | \$60.00 | \$27,600.00 | \$115.00 | \$52,900.00 | \$152.00 | \$69,920.00 | \$104.00 | \$47,840.00 | \$85.50 | \$39,330.00 |
| 79 | 1-1/4-inch water service w/ spill backfill | L.F. | 510 | \$70.00 | \$35,700.00 | \$72.00 | \$36,720.00 | \$95.00 | \$48,450.00 | \$72.00 | \$36,720.00 | \$55.00 | \$29,580.00 |
| 80 | 1 1/4-inch tap, saddle and corporation valve | EA. | 31 | \$400.00 | \$12,400.00 | \$652.00 | \$20,412.00 | \$295.00 | \$9,145.00 | \$165.00 | \$5,115.00 | \$650.00 | \$20,150.00 |
| 81 | 1 1/4-inch curb valve and box | EA. | 31 | \$350.00 | \$10,850.00 | \$515.00 | \$15,965.00 | \$270.00 | \$8,370.00 | \$280.00 | \$8,980.00 | \$280.00 | \$8,680.00 |
| 82 | Pipe insulation | S.F. | 900 | \$4.00 | \$3,600.00 | \$3.50 | \$3,150.00 | \$6.00 | \$5,400.00 | \$4.00 | \$3,600.00 | \$3.00 | \$2,700.00 |
| 83 | Restoration (topsoil, seed, hydromulch) | S.Y. | 350 | \$9.00 | \$3,150.00 | \$6.50 | \$2,275.00 | \$10.00 | \$3,500.00 | \$7.00 | \$2,450.00 | \$6.50 | \$2,275.00 |
| 84 | Asphaltic concrete trench patch | S.Y. | 1,750 | \$30.00 | \$52,500.00 | \$39.00 | \$68,250.00 | \$40.00 | \$70,000.00 | \$25.00 | \$43,750.00 | \$25.00 | \$43,750.00 |
| 85 | 36th Street Water Main Abandonment w/ slurry backfill | EA. | 2 | \$5,000.00 | \$10,000.00 | \$5,440.00 | \$10,880.00 | \$15,000.00 | \$30,000.00 | \$10,000.00 | \$20,000.00 | \$5,000.00 | \$10,000.00 |
| TOTAL OF MANDATORY ALTERNATE 3 BID PRICES | | | | | \$402,425.00 | | \$509,596.00 | | \$571,335.00 | | \$471,835.00 | | \$343,590.00 |
| H. DEDUCTS from Mandatory Alternate 3 | | | | | | | | | | | | | |

COST COMPARISON OF BIDDERS

OWNER: City of Franklin
PROJECT: Rawson Homes Drainage Improvements and Water Main Relay REBID
BID OPENING DATE: October 24, 2018 11:00 A.M.

| BASE BID | | | Engineer's Estimate | | Wansak Corp. | | Super Excavators, Inc | | Globe Contractors, Inc | | Donner, Inc | | |
|---|--|------|---------------------|------------|--------------|------------|-----------------------|------------|------------------------|------------|--------------|------------|---------------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY. | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL |
| 75-D | Use Owner-provided millings and trucking for top two feet of trench backfill | L.F. | 2,150 | \$15.00 | \$32,250.00 | \$4.00 | \$8,600.00 | \$5.00 | \$10,750.00 | \$5.00 | \$10,750.00 | (\$8.58) | (\$18,447.00) |
| 76-D | Use Owner-provided millings and trucking for top two feet of trench backfill | L.F. | 5 | \$15.00 | \$75.00 | \$4.00 | \$20.00 | \$5.00 | \$25.00 | \$5.00 | \$25.00 | (\$8.58) | (\$42.90) |
| 78-D | Use Owner-provided millings and trucking for top two feet of trench backfill | L.F. | 480 | \$15.00 | \$6,900.00 | \$4.00 | \$1,840.00 | \$5.00 | \$2,300.00 | \$5.00 | \$2,300.00 | (\$8.58) | (\$3,946.80) |
| MANDATORY ALTERNATE 4 - Water Main Relay on 36th Street (south of Madison Blvd.) | | | | | | | | | | | | | |
| 86 | Traffic control | L.S. | 1 | \$5,000.00 | \$5,000.00 | \$4,732.00 | \$4,732.00 | \$2,500.00 | \$2,500.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 | \$1,000.00 |
| 87 | Manufactured ditch checks | EA. | 5 | \$100.00 | \$500.00 | \$160.00 | \$800.00 | \$120.00 | \$600.00 | \$100.00 | \$500.00 | \$155.00 | \$775.00 |
| 88 | 8-inch PVC water main w/ granular backfill | L.F. | 620 | \$100.00 | \$62,000.00 | \$124.00 | \$76,880.00 | \$144.00 | \$89,280.00 | \$131.00 | \$81,220.00 | \$78.00 | \$48,360.00 |
| 89 | 8-inch water valve | EA. | 3 | \$1,500.00 | \$4,500.00 | \$1,821.00 | \$5,463.00 | \$2,100.00 | \$6,300.00 | \$1,800.00 | \$5,400.00 | \$1,550.00 | \$4,650.00 |
| 90 | Hydrant assembly w/ valve | EA. | 2 | \$5,000.00 | \$10,000.00 | \$5,654.00 | \$11,308.00 | \$5,500.00 | \$11,000.00 | \$5,500.00 | \$11,000.00 | \$4,600.00 | \$9,200.00 |
| 91 | 6-inch hydrant lead w/ granular backfill | L.F. | 15 | \$90.00 | \$1,350.00 | \$100.00 | \$1,500.00 | \$221.00 | \$3,315.00 | \$110.00 | \$1,650.00 | \$78.00 | \$1,170.00 |
| 92 | 6-inch hydrant lead w/ spoil backfill | L.F. | 15 | \$75.00 | \$1,125.00 | \$70.00 | \$1,050.00 | \$193.00 | \$2,895.00 | \$70.00 | \$1,050.00 | \$46.00 | \$690.00 |
| 93 | 1 1/4-inch water service w/ granular backfill | L.F. | 180 | \$80.00 | \$14,400.00 | \$115.00 | \$20,700.00 | \$189.00 | \$34,020.00 | \$104.00 | \$18,720.00 | \$85.50 | \$15,390.00 |
| 94 | 1-1/4-inch water service w/ spoil backfill | L.F. | 180 | \$70.00 | \$12,600.00 | \$72.00 | \$12,960.00 | \$125.00 | \$22,500.00 | \$72.00 | \$12,960.00 | \$58.00 | \$10,440.00 |
| 95 | 1-1/4-inch tap, saddle and corporation valve | EA. | 11 | \$400.00 | \$4,400.00 | \$853.00 | \$9,383.00 | \$330.00 | \$3,630.00 | \$185.00 | \$2,035.00 | \$650.00 | \$7,150.00 |
| 96 | 1 1/4-inch curb valve and box | EA. | 11 | \$360.00 | \$3,960.00 | \$515.00 | \$5,665.00 | \$300.00 | \$3,300.00 | \$290.00 | \$3,190.00 | \$280.00 | \$3,080.00 |
| 97 | Pipe insulation | S.F. | 330 | \$4.00 | \$1,320.00 | \$3.50 | \$1,155.00 | \$5.00 | \$1,650.00 | \$4.00 | \$1,320.00 | \$3.00 | \$990.00 |
| 98 | Restoration (topsoil, seed, hydromulch) | S.Y. | 130 | \$9.00 | \$1,170.00 | \$8.50 | \$1,105.00 | \$10.00 | \$1,300.00 | \$7.00 | \$910.00 | \$8.50 | \$1,105.00 |
| 99 | Asphaltic concrete trench patch | S.Y. | 540 | \$30.00 | \$16,200.00 | \$39.00 | \$21,060.00 | \$40.00 | \$21,600.00 | \$25.00 | \$13,500.00 | \$28.00 | \$15,120.00 |
| TOTAL OF MANDATORY ALTERNATE 4 BID PRICES | | | | | | | | | | | | | |
| | | | | | \$138,415.00 | | \$175,761.00 | | \$204,220.00 | | \$154,455.00 | | \$119,120.00 |
| J. DEDUCTS from Mandatory Alternate 4 | | | | | | | | | | | | | |
| 88-D | Use Owner-provided millings and trucking for top two feet of trench backfill | L.F. | 620 | \$15.00 | \$9,300.00 | \$4.00 | \$2,480.00 | \$5.00 | \$3,100.00 | \$5.00 | \$3,100.00 | (\$8.58) | (\$5,319.60) |
| 91-D | Use Owner-provided millings and trucking for top two feet of trench backfill | L.F. | 15 | \$15.00 | \$225.00 | \$4.00 | \$60.00 | \$5.00 | \$75.00 | \$5.00 | \$75.00 | (\$8.58) | (\$128.70) |
| 93-D | Use Owner-provided millings and trucking for top two feet of trench backfill | L.F. | 180 | \$16.00 | \$2,880.00 | \$4.00 | \$720.00 | \$5.00 | \$900.00 | \$5.00 | \$900.00 | (\$8.58) | (\$1,544.40) |
| K. MANDATORY ALTERNATE 5 - Water Main Relay on 37th Place (south of Madison Blvd.) and Marquette Ave. (west of 36th St.) | | | | | | | | | | | | | |
| 100 | Traffic control | L.S. | 1 | \$5,000.00 | \$5,000.00 | \$4,733.00 | \$4,733.00 | \$2,500.00 | \$2,500.00 | \$1,000.00 | \$1,000.00 | \$2,000.00 | \$2,000.00 |
| 101 | Manufactured ditch checks | EA. | 8 | \$100.00 | \$800.00 | \$160.00 | \$1,280.00 | \$120.00 | \$960.00 | \$100.00 | \$800.00 | \$455.00 | \$1,240.00 |
| 102 | Silt fence | L.F. | 350 | \$3.00 | \$1,050.00 | \$4.00 | \$1,400.00 | \$4.00 | \$1,400.00 | \$2.00 | \$700.00 | \$3.50 | \$1,225.00 |
| 103 | 8-inch PVC water main w/ granular backfill | L.F. | 1,340 | \$100.00 | \$134,000.00 | \$124.00 | \$166,160.00 | \$144.00 | \$192,960.00 | \$128.00 | \$171,520.00 | \$77.00 | \$103,180.00 |
| 104 | 8-inch water valve | L.F. | 135 | \$90.00 | \$12,150.00 | \$67.00 | \$9,045.00 | \$80.00 | \$10,800.00 | \$67.00 | \$9,045.00 | \$55.00 | \$7,425.00 |
| 105 | 8-inch hydrant assembly w/ valve | EA. | 4 | \$1,500.00 | \$6,000.00 | \$1,821.00 | \$7,284.00 | \$2,100.00 | \$8,400.00 | \$1,800.00 | \$7,200.00 | \$1,550.00 | \$6,200.00 |
| 106 | Hydrant assembly w/ valve | EA. | 3 | \$5,000.00 | \$15,000.00 | \$5,654.00 | \$16,962.00 | \$5,600.00 | \$16,800.00 | \$5,500.00 | \$16,500.00 | \$4,725.00 | \$14,175.00 |
| 107 | 6-inch hydrant lead w/ granular backfill | L.F. | 10 | \$90.00 | \$900.00 | \$100.00 | \$1,000.00 | \$286.00 | \$2,860.00 | \$110.00 | \$1,100.00 | \$78.00 | \$780.00 |
| 108 | 6-inch hydrant lead w/ spoil backfill | L.F. | 20 | \$75.00 | \$1,500.00 | \$70.00 | \$1,400.00 | \$154.00 | \$3,080.00 | \$70.00 | \$1,400.00 | \$46.00 | \$920.00 |
| 109 | 1 1/4-inch water service w/ granular backfill | L.F. | 190 | \$90.00 | \$17,100.00 | \$115.00 | \$21,850.00 | \$180.00 | \$34,200.00 | \$104.00 | \$19,760.00 | \$85.50 | \$16,245.00 |
| 110 | 1-1/4-inch water service w/ spoil backfill | L.F. | 310 | \$70.00 | \$21,700.00 | \$72.00 | \$22,320.00 | \$101.00 | \$31,310.00 | \$72.00 | \$22,320.00 | \$58.00 | \$17,960.00 |

COST COMPARISON OF BIDDERS

OWNER: City of Franklin
 PROJECT: Rawson Homes Drainage Improvements and Water Main Relay REBID
 BID OPENING DATE: October 24, 2018 11:00 A.M.

| BASE BID | | | Engineer's Estimate | | Wanask Corp. | | Super Excavators, Inc | | Globe Contractors, Inc | | Dornier, Inc | | |
|--|--|------|---------------------|------------|-----------------------|------------|-----------------------|------------|------------------------|------------|-----------------------|------------|-----------------------|
| ITEM # | ITEM DESCRIPTION | UNIT | QTY. | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL | UNIT \$ | TOTAL |
| 111 | 1 1/4-inch lep. saddle and corporation valve | EA. | 16 | \$400.00 | \$6,400.00 | \$852.00 | \$13,632.00 | \$312.00 | \$4,992.00 | \$185.00 | \$2,960.00 | \$650.00 | \$10,400.00 |
| 112 | 1 1/4-inch curb valve and box | EA. | 16 | \$350.00 | \$5,600.00 | \$515.00 | \$8,240.00 | \$284.00 | \$4,544.00 | \$290.00 | \$4,640.00 | \$280.00 | \$4,480.00 |
| 113 | Pipe insulation | S.F. | 480 | \$4.00 | \$1,920.00 | \$3.50 | \$1,680.00 | \$6.00 | \$2,880.00 | \$4.00 | \$1,920.00 | \$3.00 | \$1,440.00 |
| 114 | Restoration (topsoil, seed, hydromulch) | S.Y. | 310 | \$9.00 | \$2,790.00 | \$8.50 | \$2,635.00 | \$10.00 | \$3,100.00 | \$7.00 | \$2,170.00 | \$8.50 | \$2,635.00 |
| 115 | Asphaltic concrete trench patch | S.Y. | 1,025 | \$30.00 | \$30,750.00 | \$39.00 | \$39,975.00 | \$40.00 | \$41,000.00 | \$25.00 | \$25,625.00 | \$28.00 | \$28,700.00 |
| TOTAL OF MANDATORY ALTERNATE 5 BID PRICES | | | | | \$259,410.00 | | \$319,596.00 | | \$361,786.00 | | \$288,660.00 | | \$219,025.00 |
| L. DEDUCTS from Mandatory Alternate 5 | | | | | | | | | | | | | |
| 103-D | Use Owner-provided millings and trucking for top two feet of trench back | L.F. | 1,340 | \$15.00 | \$20,100.00 | \$4.00 | \$5,360.00 | \$5.00 | \$6,700.00 | \$5.00 | \$6,700.00 | (\$6.58) | (\$11,497.20) |
| 107-D | Use Owner-provided millings and trucking for top two feet of trench back | L.F. | 10 | \$15.00 | \$150.00 | \$4.00 | \$40.00 | \$5.00 | \$50.00 | \$5.00 | \$50.00 | (\$8.58) | (\$85.80) |
| 109-D | Use Owner-provided millings and trucking for top two feet of trench back | L.F. | 180 | \$15.00 | \$2,700.00 | \$4.00 | \$720.00 | \$5.00 | \$900.00 | \$5.00 | \$900.00 | (\$8.58) | (\$1,602.00) |
| M. MANDATORY ALTERNATE 6 - Water Main Relay on Madison Blvd. and Marquette Ave. (east of 36th Street) and 35th Street | | | | | | | | | | | | | |
| 116 | Traffic control | L.S. | 1 | \$5,000.00 | \$5,000.00 | \$4,733.00 | \$4,733.00 | \$2,500.00 | \$2,500.00 | \$1,000.00 | \$1,000.00 | \$2,000.00 | \$2,000.00 |
| 117 | Manufactured ditch checks | EA. | 7 | \$100.00 | \$700.00 | \$160.00 | \$1,120.00 | \$120.00 | \$840.00 | \$100.00 | \$700.00 | \$155.00 | \$1,085.00 |
| 118 | Silt fence | L.F. | 1,360 | \$4.00 | \$5,440.00 | \$4.00 | \$5,440.00 | \$4.00 | \$5,440.00 | \$2.00 | \$2,720.00 | \$3.00 | \$4,080.00 |
| 119 | 8-inch PVC water main w/ granular backfill | L.F. | 1,420 | \$100.00 | \$142,000.00 | \$124.00 | \$176,080.00 | \$144.00 | \$204,480.00 | \$126.00 | \$178,920.00 | \$77.00 | \$109,340.00 |
| 120 | 8-inch PVC water main w/ spoil backfill | L.F. | 50 | \$80.00 | \$4,000.00 | \$67.00 | \$3,350.00 | \$80.00 | \$4,000.00 | \$67.00 | \$3,350.00 | \$90.00 | \$4,500.00 |
| 121 | 8-inch water valve | EA. | 6 | \$1,500.00 | \$9,000.00 | \$1,821.00 | \$10,926.00 | \$2,000.00 | \$12,000.00 | \$1,800.00 | \$10,800.00 | \$1,550.00 | \$9,300.00 |
| 122 | Hydrant assembly w/ valve | EA. | 2 | \$5,000.00 | \$10,000.00 | \$5,653.00 | \$11,306.00 | \$5,500.00 | \$11,000.00 | \$5,500.00 | \$11,000.00 | \$4,600.00 | \$9,200.00 |
| 123 | 6-inch hydrant lead w/ granular backfill | L.F. | 10 | \$90.00 | \$900.00 | \$100.00 | \$1,000.00 | \$285.00 | \$2,850.00 | \$110.00 | \$1,100.00 | \$78.00 | \$780.00 |
| 124 | 6-inch hydrant lead w/ spoil backfill | L.F. | 15 | \$75.00 | \$1,125.00 | \$70.00 | \$1,050.00 | \$150.00 | \$2,250.00 | \$70.00 | \$1,050.00 | \$46.00 | \$690.00 |
| 125 | 2-inch air release | EA. | 1 | \$2,000.00 | \$2,000.00 | \$2,065.00 | \$2,065.00 | \$2,000.00 | \$2,000.00 | \$1,350.00 | \$1,350.00 | \$1,550.00 | \$1,550.00 |
| 126 | 1 1/4-inch water service w/ granular backfill | L.F. | 125 | \$80.00 | \$10,000.00 | \$116.00 | \$14,575.00 | \$185.00 | \$23,625.00 | \$104.00 | \$13,000.00 | \$85.00 | \$10,687.50 |
| 127 | 1 1/4-inch water service w/ spoil backfill | L.F. | 330 | \$70.00 | \$23,100.00 | \$72.00 | \$23,760.00 | \$125.00 | \$41,250.00 | \$72.00 | \$23,760.00 | \$56.00 | \$19,140.00 |
| 128 | 1 1/4-inch lep. saddle and corporation valve | EA. | 9 | \$400.00 | \$3,600.00 | \$653.00 | \$7,877.00 | \$930.00 | \$2,970.00 | \$185.00 | \$1,665.00 | \$650.00 | \$5,850.00 |
| 129 | 1 1/4-inch curb valve and box | EA. | 9 | \$350.00 | \$3,150.00 | \$515.00 | \$4,635.00 | \$300.00 | \$2,700.00 | \$290.00 | \$2,610.00 | \$280.00 | \$2,520.00 |
| 130 | Pipe insulation | S.F. | 270 | \$4.00 | \$1,080.00 | \$3.50 | \$945.00 | \$6.00 | \$1,620.00 | \$4.00 | \$1,080.00 | \$3.00 | \$810.00 |
| 131 | Restoration (topsoil, seed, hydromulch) | S.Y. | 260 | \$9.00 | \$2,340.00 | \$8.50 | \$2,210.00 | \$10.00 | \$2,600.00 | \$7.00 | \$1,820.00 | \$8.50 | \$2,210.00 |
| 132 | Asphaltic concrete trench patch | S.Y. | 1,040 | \$30.00 | \$31,200.00 | \$39.00 | \$40,560.00 | \$40.00 | \$41,600.00 | \$25.00 | \$26,000.00 | \$28.00 | \$29,120.00 |
| TOTAL OF MANDATORY ALTERNATE 6 BID PRICES | | | | | \$254,635.00 | | \$311,232.00 | | \$363,725.00 | | \$281,925.00 | | \$212,862.50 |
| N. DEDUCTS from Mandatory Alternate 6 | | | | | | | | | | | | | |
| 119-D | Use Owner-provided millings and trucking for top two feet of trench back | L.F. | 1,420 | \$15.00 | \$21,300.00 | \$4.00 | \$5,680.00 | \$5.00 | \$7,100.00 | \$5.00 | \$7,100.00 | (\$8.58) | (\$12,183.60) |
| 123-D | Use Owner-provided millings and trucking for top two feet of trench back | L.F. | 10 | \$15.00 | \$150.00 | \$4.00 | \$40.00 | \$5.00 | \$50.00 | \$5.00 | \$50.00 | (\$8.58) | (\$85.80) |
| 126-D | Use Owner-provided millings and trucking for top two feet of trench back | L.F. | 125 | \$15.00 | \$1,875.00 | \$4.00 | \$500.00 | \$5.00 | \$625.00 | \$5.00 | \$625.00 | (\$8.58) | (\$1,072.50) |
| TOTALS | | | | | | | | | | | | | |
| ALL BASE BIDS PLUS ALTERNATES | | | | | \$2,824,860.00 | | \$2,824,860.00 | | \$3,829,016.00 | | \$3,829,016.00 | | \$2,827,781.50 |
| TOTAL ALL DEDUCTS | | | | | \$148,875.00 | | \$45,800.00 | | \$33,625.00 | | \$61,625.00 | | (\$66,035.80) |

CORRECTED

\$2,730,890.00
\$148,875.00
\$2,824,860.00
\$45,800.00
\$3,829,016.00
\$33,625.00
\$3,829,016.00

\$2,827,781.50
(\$66,035.80)

| | | |
|--------------------------------------|---|--------------------------------------|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE November 5, 2018 |
| Reports & Recommendations | RESOLUTION TO REIMBURSE PARK CIRCLE LLC FOR INSTALLATION OF A SANITARY SEWER FROM THE CAPITAL IMPROVEMENT FUND CONTINGENCY IN THE FULL AMOUNT OF \$17,788 AND ALSO FOR THE OVERSIZING COSTS OF A WATER MAIN FROM THE WATER IMPACT FEE FUND IN THE AMOUNT OF \$80,085 | ITEM NO. <i>G.10.</i> |

BACKGROUND

On November 21, 2017, Common Council adopted Resolution No. 2017-7329 for a Subdivision Development Agreement (SDA) for Park Circle Condos located at approximately 9733 South 76th Street. The SDA includes a commitment that the City will reimburse the developer \$17,788 for the installation of a sanitary sewer and also \$80,085 for an oversized portion of the water main.

ANALYSIS

The sanitary sewer is constructed and ready for service. Eventually DPW has intentions of abandoning a sewage holding tank and installing a temporary grinder pump and force main to this new sewer until a gravity sewer is available along W. Ryan Road. This work has not been priced yet and may or may not occur in 2019 depending on prioritization in the DPW building maintenance issues. If price is prohibitive for 2019, it will be identified in the requested budget for 2020.

To reimburse for the sewer portion, it is recommended that Common Council authorize the release of \$17,788 from the Capital Improvement Fund Contingency appropriations. There are sufficient appropriations available.

The water main is also constructed and ready for service. To pay for the water oversizing costs, it is recommended that that Common Council authorize Staff to pay the developer \$80,085 from the water-impact fee account in five equal annual payments of \$16,017.00 commencing in February 2019. There are sufficient funds available.

This request is consistent with the Subdivision Development Agreement for Park Circle Condos dated November 21, 2017.

OPTIONS

- A. Direct Finance to reimburse Park Circle LLC for sewer construction and water oversizing as described above, or
- B. Refer back to Staff with further direction.

FISCAL NOTE

There are sufficient funds in the Capital Improvement Fund Contingency to reimburse for the sanitary sewer and also anticipated to be sufficient funds in the Water-Impact Fee fund to reimburse for the water main oversizing costs over the next five years.

RECOMMENDATION

(Option A) Motion to approve Resolution 2018-_____ a resolution to reimburse Park Circle LLC for installation of a sanitary sewer from the Capital Improvement Fund Contingency in the full amount of \$17,788 and also for the oversizing costs of a water main from the Water Impact Fee fund in the amount of \$80,085 in five (5) annual payments at 20% per payment.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 -

A RESOLUTION TO REIMBURSE PARK CIRCLE LLC FOR
INSTALLATION OF A SANITARY SEWER FROM THE CAPITAL IMPROVEMENT FUND
CONTINGENCY IN THE FULL AMOUNT OF \$17,788 AND ALSO
FOR THE OVERSIZING COSTS OF A WATER MAIN FROM THE
WATER IMPACT FEE FUND IN THE AMOUNT OF \$80,085

WHEREAS, Common Council adopted Resolution No. 2017-7329 for a Subdivision Development Agreement (SDA) for Park Circle Condos located at approximately 9733 South 76th Street; and

WHEREAS, the SDA includes a commitment that the City will reimburse the developer \$17,788 for the installation of a sanitary sewer and also \$80,085 for an oversized portion of the water main; and

WHEREAS, the developer has constructed the utilities and are ready for service and reimbursement by the City as outlined in the SDA.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that Park Circle LLC be reimbursed \$17,788 for the installation of a sanitary sewer from the Capital Improvement Fund Contingency; and

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Franklin that Park Circle LLC be reimbursed \$80,085 in five (5) annual payments at 20% per payment from the Water Impact Fee fund.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____
GEM/db

| | | |
|--|---|--|
| <p>APPROVAL</p> <p><i>Slw</i> </p> | <p>REQUEST FOR COUNCIL ACTION</p> | <p>MEETING DATE</p> <p>11/5/2018</p> |
| <p>REPORTS & RECOMMENDATIONS</p> | <p>Professional Services Agreement with Ruekert-Mielke, Inc. to Perform a Review and Update of the City's Impact Fees and Impact Fee Studies</p> | <p>ITEM NUMBER</p> <p><i>G.11.</i></p> |

The Common Council has been pursuing consideration of revision to the impact fee ordinances, facility needs study, and fees, as appropriate under the statutes. At the meeting of September 4, 2018, the Director of Administration recommended that the project be performed under an hourly services contract with Ruekert-Mielke, Inc. and the Common Council approved a motion directing the Director of Administration to return with a proposed contract for professional services with Ruekert-Mielke, Inc. to perform a review of City impact fees.

Attached is a Professional Services Agreement between the City of Franklin and Ruekert-Mielke, Inc. to perform a review and update of the City of Franklin's impact fees and impact fee studies that incorporates the core of the City's contract boilerplate. These services will be performed at Ruekert-Mielke's standard hourly rates per their proposal included as "Attachment A" to the agreement. Ruekert-Mielke is offering a 10% reduction in their fees for all work completed beyond \$25,000. Even though it is an "hourly services" agreement, the Director of Administration has included a total price cap that is based upon available appropriations. This ensures the contract remains within the scope of the statutory requirements for valid appropriations. It is unknown exactly how many hours this project will take as it progresses, as was previously discussed at the September 4th Common Council meeting. As such, staff anticipates regular reports and updates will be made to the Common Council as the project moves forward.

The agreement incorporates their proposal directly as an attachment to a document that is largely the City's typical boilerplate. The 9-month completion criteria was added. The attached contract is currently under review by Ruekert-Mielke. Should they require substantive changes, the contract would be brought back at a subsequent meeting. Should they require clarifications or other non-substantive changes, the recommended motion is written such that the City Attorney can approve such non-substantive changes.

COUNCIL ACTION REQUESTED

Motion to approve the Professional Services Agreement between the City of Franklin and Ruekert-Mielke, Inc. to perform a review and update of the City of Franklin's impact fees and impact fee studies and to authorize the City Attorney to approve technical or non-substantive changes prior to execution.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, 2018 between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ruckert-Mielke, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is W233 N2080 Ridgeview Parkway, Waukesha, WI 53188-1020.

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to perform a review and update of the City of Franklin's impact fees and impact fee studies;

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for a review and update of the City of Franklin's impact fees and impact fee studies, as described in CONTRACTOR's Impact Fee Study Proposal to CLIENT dated August 29, 2018, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR is not guaranteed to be the CLIENT's sole representative in such matters, and the CLIENT is not restricted from engaging other professional service consultants to address such matters as the CLIENT shall determine is appropriate.
- C. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- D. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- E. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or

professional employees of the other without the prior written approval of the other party. Such limitation, however, shall not prohibit any individual from applying for or being awarded a position advertised as part of the CLIENT's Civil Service System, as provided for by Wisconsin Statutes and incorporated into the Municipal Code of the City of Franklin.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at their standard hourly rates (per Attachment A) with a 10% reduction in fees for all work completed beyond \$25,000, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation to substantiate the invoice. CLIENT agrees to pay CONTRACTOR's invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. Total price will not exceed a budget of \$13,320 prior to December 31, 2018 and an additional \$20,000 (plus the unused portion of the \$13,320) thereafter. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the total price set forth above, which is inclusive of all expenses, without amendment to this AGREEMENT and written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report, and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.
- B. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment as mutually agreed upon will be made to compensate CONTRACTOR for any incremental or decremental labor or

direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Mark W. Luberda, Director of Administration, acting on behalf of the CLIENT, will coordinate the work of the CONTRACTOR, and be primarily responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Andrew Behm, Financial Analyst/Economic Consultant, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT's Representative, as identified above.

V. TERMINATION

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

VI. INSURANCE

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

| | |
|---|--------------|
| A. Limit of General/Commercial Liability | \$3,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage | \$1,000,000 |
| C. Excess Liability for General/Commercial and Automobile Liability | \$10,000,000 |
| D. Worker's Compensation and Employers' Liability | \$500,000 |
| E. Professional Liability | \$2,000,000 |

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work promptly and diligently upon execution of this AGREEMENT.

CONTRACTOR shall complete the work within 9 months of execution of this AGREEMENT.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI MISCELLANEOUS PROVISIONS

- A. Professionalism: The same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT. Additionally, CONTRACTOR shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CLIENT.

XII. CONTROLLING TERMS AND PROVISIONS

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

XIII. PRIOR AGREEMENTS RELATING TO IMPACT FEE WORK

The CONTRACTOR and CLIENT agree that they have no other open or outstanding contract, agreement, or commitment related to review and update to the City of Franklin's impact fees, and that the CLIENT has no prior or existing financial commitment or obligation or debt outstanding related to review and update to the City of Franklin's impact fees.

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

CITY OF FRANKLIN, WISCONSIN

RUEKERT-MIELKE, INC.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

August 29, 2018

Mr. Mark Luberda
Director of Administration
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Re: Impact Fee Study Proposal

Dear Mr. Luberda:

Ruekert & Mielke, Inc. (R/M), appreciates the opportunity to update the City of Franklin's (Franklin) impact fees and their impact-fee studies. Impact fees fund a variety of public facilities, working to attract new development while shielding existing residents and businesses from the cost of the new development.

To see some of our history and experience with impact fee studies, see the attached qualifications document and/or go to www.ruekertmielke.com/financial-services. R/M's website offers several examples of our success with impact-fee work for both Franklin and Sheboygan.

We propose to perform tasks for the update to your impact-fee study at your direction. This approach will allow Franklin to include or exclude the impact fees for whatever purpose. This will also grant you the flexibility to assign tasks between R/M and Franklin staff as necessary to accomplish the work efficiently.

For this work, we will charge R/M's standard hourly rates, as seen in the table below. As larger projects can be accomplished more efficiently as they spread out project start-up costs, we propose to reduce our fees by ten percent for all work completed beyond \$25,000.

| Project Role | Standard Hourly Rate |
|---|----------------------|
| Economic Consultant 3 and Project Manager | \$140 |
| Economic Consultant 2 | \$130 |
| Administrative Assistant | \$72 |

With your direction, the economic consultants will create the initial data request, attend and conduct the kickoff meeting, create an impact-fee model, provide technical expertise, and write the report. The administrative assistant will assist with data gathering and data input tasks.

Mr. Mark Luberda
Impact Fee Study Proposal
August 29, 2018
Page 2

To efficiently manage the project while allowing you maximum flexibility and control, we propose the following approach:

1. Initial data request

Once the project has been approved, we will send an initial request for information; this data will be necessary to complete the impact-fee study. Some of the details of this will be covered at the kickoff meeting. The initial request will help Franklin with identifying the needed information. The data requested will include current impact-fee balances, facility inventories, service standards, growth and development forecasts, planned projects, and estimated project costs.

2. Kickoff meeting

The economic consultants will attend the kickoff meeting, and will define the project scope as much as possible. We will agree on a preliminary estimated budget and timeline. As the project progresses, we will give bi-monthly status updates on both the timeline and the budget; this will include accounts of which tasks have been completed, and which are still in progress. If it appears that we may exceed the budget or timeline, you will be notified promptly.

It will be up to you to decide whether to modify the budget and timeline, reassign tasks to Franklin staff, or to make any other necessary changes.

3. Data collection

Based on the scope developed during the kickoff meeting, we will refine our initial data request to identify and target the information needed to complete the project. The review process of the data provided by Franklin will begin during the kickoff meeting, allowing us to ask questions as they arise.

4. Conduct impact-fee analysis

An analysis will be prepared to recommend and justify the impact fee levels. We will analyze the impact fee reserves and planned projects to help Franklin adapt to 2017 Wisconsin Act 243, and to avoid impact fee refunds.

5. Draft report

R/M will write a report outlining our conclusions and recommendations. The report will fulfill the statutory requirement for a public facility needs assessment and impact fee study.

Mr. Mark Luberda
Impact Fee Study Proposal
August 29, 2018
Page 3

6. Obtain R/M internal quality assurance

Under the standard quality assurance processes, we will review the draft report to ensure its' accuracy and see that it addresses Franklin's particular needs.

7. Garner Franklin's feedback and revise the report

During the kickoff meeting, R/M will discuss the process of review for Franklin, going into more detail on how you may comment and request changes. After the kickoff meeting, we can adapt this project per your directions as necessary to meet your needs.

8. Present conclusions and recommendations

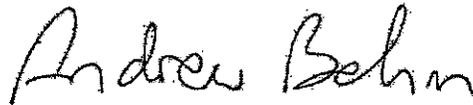
R/M will travel to Franklin and present our conclusions and recommendations to you and any other stakeholders you'd like involved. We will discuss this further at the kickoff meeting, and will adapt per your direction.

We will provide the described professional services in accordance with the attached R/M Standard Terms & Conditions, dated June 17, 2014. Please accept this agreement by signing the following signature page. If you have any questions, please feel free to call us.

We look forward to working with you.

Very truly yours,

RUEKERT & MIELKE, INC.



Andrew Behm
Economic Consultant
abehm@ruekert-mielke.com

AJB:rsf
Enclosure
cc: Edward Maxwell, Ruekert & Mielke, Inc.
File

Mr. Mark Luberda
Impact Fee Study Proposal
August 29, 2018
Page 4

CLIENT NAME:

City of Franklin

By: _____

Title: Director of Administration

Date: _____

ENGINEER:

Ruekert & Mielke, Inc.

By: *AW Behm*

Title: Team Leader

Date: August 29, 2018

Designated Representative:

Name: _____

Title: _____

Phone Number: _____

Designated Representative:

Name: Andrew Behm

Title: Economic Consultant

Phone Number: (262) 953-4156

A. Standards of Performance

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

B. Authorized Representative

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

C. Payments to Engineer

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

D. Ownership and Reuse of Documents

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

E. Owner Provided Information

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

F. Permits and Approvals

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

G. Limit of Liability

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

H. Insurance

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

I. Termination of Contract

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

J. Indemnification and Allocation of Risk

1. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners, employees, and consultants in the performance of Engineer's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and consultants with respect to this Agreement.

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

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

K. Independent Contractor

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

L. Force Majure

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

M. Severability and Waiver of Provisions

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

N. Dispute Resolution

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

O. Public Records

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

END OF DOCUMENT

Mark Luberda

From: Behm, Andrew <abehm@ruekert-mielke.com>
Sent: Thursday, August 30, 2018 1:51 PM
To: Mark Luberda
Cc: Maxwell, Ed; Forss, Raquel; Eberle, Joseph
Subject: RE: Impact Fee Study Proposal

FOR INFORMATION ONLY.
NOT PART OF THE
PROFESSIONAL SERVICES
AGREEMENT.

Hi, Mark. Thanks for the opportunity to clarify. Our standard approach is to charge the normal rates for travel time plus \$0.55 per mile. If multiple staff are traveling, we change their combined hourly rate. The staff on the proposal is in Madison, an hour twenty minutes one way from Franklin. We carpool, which saves mileage, and visit multiple clients in the same trip when possible, letting us split time and mileage.

If that doesn't work for you, let us know what would work. I'll work with RM management to find a way to meet your needs.

Andrew Behm
Economic Consultant

 **Ruekert • Mielke**

 262-953-4156
 ruekertmielke.com



From: Mark Luberda <MLuberda@franklinwi.gov>
Sent: Thursday, August 30, 2018 1:04 PM
To: Forss, Raquel <RForss@ruekert-mielke.com>
Cc: Behm, Andrew <abehm@ruekert-mielke.com>; Maxwell, Ed <EMaxwell@ruekert-mielke.com>
Subject: RE: Impact Fee Study Proposal

Thank you for supplying the document in such a timely manner. I do have one question. It is unclear to me as to if or how you charge travel time for any on-site meetings that may occur. Is time only charged based upon the on-site time, is it a flat fee, is it one way, or both ways. Also, please clarify if multiple people attend are we charged the total combined hourly rate for all participants?

These clarifications would be helpful.

Sincerely,

Mark Luberda
Director of Administration
mluberda@franklinwi.gov
414-858-1100



| | | |
|--------------------------------------|---|--------------------------------------|
| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MTG. DATE November 5, 2018 |
| Reports & Recommendations | RESOLUTION TO EXECUTE BROWN AND CALDWELL PROFESSIONAL SERVICES AGREEMENT FOR STORMWATER REVIEWS AND OTHER ON-CALL SERVICES | ITEM NO. <i>6.12.</i> |

BACKGROUND

Currently, the City has professional services on-call contracts with several consulting engineers to supplement the work of Staff. One of these services involves detail review of stormwater plans for compliance with City, Milwaukee Metropolitan Sewer District (MMSD), and Wisconsin Department of Natural Resources (DNR) standards. Depending on the complexity of the project and completeness of plans, each of these reviews can consume 8 hours to over a week's worth of effort.

The City Staff makes every effort to provide review comments to developers in a timely manner. The current consultant providing stormwater reviews had some staffing changes about four months ago. Since that staffing change, they have had capacity issues where many reviews are routinely exceeding the City's requested two week turn-around for a review. As such, Staff has identified another consultant with expertise and capacity to review stormwater plans for the City as needed.

ANALYSIS

Staff is recommending that an professional services agreement with Brown and Caldwell (B&C) be executed to supplement and/or replace the stormwater review efforts currently performed by one firm. Staff has reviewed resumes and is very comfortable with the staff at B&C. Execution of the enclosed contract for professional services will allow Staff to use B&C for stormwater reviews and other professional services, as needed.

The attached agreement is the City's standard boilerplate with one primary modification. The \$10 million Excess Liability for General Commercial or Automobile Liability has been removed. Staff finds that this modification is appropriate for the anticipated services.

OPTIONS

- A. Sign professional services on-call contract with Brown and Caldwell, or
- B. Refer back to Staff with further direction.

FISCAL NOTE

Storm water review and other plan review services are reimbursed, as needed, by developers. If other professional services are needed under this contract, that work would be completed within existing department budgets.

RECOMMENDATION

(Option A) Motion to approve Resolution 2018-_____ a resolution to execute Brown and Caldwell professional services agreement for stormwater reviews and other on-call services.

Engineering: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 -

A RESOLUTION TO EXECUTE BROWN AND CALDWELL PROFESSIONAL SERVICES AGREEMENT FOR STORMWATER REVIEWS AND OTHER ON-CALL SERVICES

WHEREAS, City of Franklin utilizes consultants to supplement work of Staff; and

WHEREAS, Brown and Caldwell has particular qualified staff with expertise to provide stormwater reviews and other related engineering work.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that Brown and Caldwell be selected to provide professional engineering services, as needed, at the direction of Staff per hourly rates attached to their proposal dated October 30, 2018 or as approved by Staff for relevant professional expertise.

Introduced at a regular meeting of the Common Council of the City of Franklin the _____ day of _____, 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the _____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____
GEM/db

AGREEMENT

This AGREEMENT, made and entered into this ___ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and _____ (hereinafter "CONTRACTOR"), whose principal place of business is _____.

WITNESSETH

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide Storm Water Management Review Services;

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT as described in CONTRACTOR's proposal to CLIENT dated October 30, 2018, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, subject to the terms detailed below:

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

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

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

V. TERMINATION

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

VI. INSURANCE

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

| | |
|--|-------------|
| A. Limit of General/Commercial Liability | \$3,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage | \$1,000,000 |
| C. Worker's Compensation and Employers' Liability | \$500,000 |
| D. Professional Liability | \$2,000,000 |

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with an Acord form certificate of insurance evidencing the above insurance coverage requirements, which shall specify that such policies shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.
- E. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately after having received a Notice to Proceed.

IX. DISPUTES

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

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

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

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

BY: _____

BY: _____
Stephen R. Olson, Mayor

PRINT NAME: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____
Sandra L. Wesolowski, City Clerk

DATE: _____

BY: _____
Paul Rotzenberg, Director of Finance and
Treasurer

DATE: _____

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney

DATE: _____

ATTACHMENT A
SCOPE OF SERVICES
Storm Water Review Services, 2018
City of Franklin, WI

Overview

This scope of services describes the tasks that will be conducted by Brown and Caldwell (BC) as requested by the City of Franklin related to site plan reviews for stormwater management compliance. The relevant stormwater regulations for these reviews are: City, Milwaukee Metropolitan Sewer District (MMSD), and Wisconsin Department of Natural Resources (WDNR) standards. The review will also include compliance related to site grading and erosion control.

Scope of Work

Task 1 Project Meetings and Project Management

If requested by the City, BC will meet with the City to conduct face-to-face project meetings. At the City's discretion, the meetings may include the developers of the site plan projects.

This task also includes the project management necessary to make sure the project tasks remain on schedule, on budget, and meet quality requirements.

Task 2 Conduct Storm Water Management Plan Reviews

1. Upon request by the City, BC will conduct storm water management reviews of pending new- and re-development sites under the jurisdiction of the City. The reviews will be assigned to the BC by the City on an "as needed" basis. BC will:
 - a. Review submitted documents for completeness in accordance with the City's policies and guidance documents and note if the submittal is incomplete.
 - b. Record other comments related to the submitted information.

Work under this task will be conducted using a "Task Order" approach. The City will request reviews to be conducted, and BC will develop a Task Order scope for the City's approval to conduct the work.

Assumptions:

1. The Client agrees to:
 - a) Meet with BC representatives, if required, and make timely decisions regarding design details,
 - b) Provide all criteria and full information as to Client requirements for the Project, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, and generally participate in the Project to the extent necessary to allow BC to perform the Services.
2. BC will conduct the reviews listed under Task 2 to meet the scheduled Storm Water Review meeting as directed by the City's Storm Water Review Coordinator. It is assumed that BC will have a minimum of 3 days to conduct an initial review of a site plan. BC will conduct the reviews as expediently as possible in the event the schedule calls for a review in less than 3 days.
3. Invoicing from BC will identify the storm water plan and/or project name, the associated labor review hours and labor costs for each storm water plan.
4. The scope of work is conducted in the 2018 calendar year.
5. BC will provide a review of the site plan for general compliance with City of Franklin stormwater requirements. All responsibility for the project design to meet Franklin, MMSD, state and federal codes and standards remains with the project's Engineer of Record or Architect.

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| Approval <i>slw</i> | Council Action Sheet | MEETING DATE 11/5/2018 |
| REPORTS & RECOMMENDATIONS | Approve resolution to enter into contract with Thiel Brand Design and the Tourism Commission to provide branding and marketing services to the City of Franklin. | ITEM NUMBER <i>G.13.</i> |

Background

On August 2, 2016, members of the Council expressed interest in revisiting the City's brand and representative imagery. On September 25, 2017, the EDC unanimously passed a motion recommending staff gather qualified respondents to a Request for Qualifications to pursue a new brand identity and to engage key stakeholders in the process. On October 3, 2017, staff was directed to distribute a request for qualifications for a professional services contract to provide branding and marketing services to the City of Franklin with an objective of creating a brand identity and marketing strategy that builds on the community's unique assets and effectively communicates a message that resonates with existing residents and businesses and portrays Franklin as a desirable place to live, work, development, grow a business, and visit. At that time, staff agreed to work with the selected firm to prepare a contract for consideration by the Common Council.

Summary

In July, 2018, the Director of Economic Development began holding a series of concurrent meetings with the Tourism Commission, who was pursuing a branding strategy on a track parallel to that of the Economic Development Commission. Both commissions agreed that it made sense to work together on selecting a marketing firm through a joint process that would include sharing of the costs.

On August 20th, the Commissions invited five firms to present proposals for a branding initiative.

On September 5th the Commissions narrowed their selection to two firms and sent a scope of services document to both firms to be able to do a direct comparison of services and costs between the two finalists.

On October 22nd both commissions agreed to select Thiel Brand Design as the marketing firm to provide the branding services. At that concurrent meeting, the Economic Development Commission agreed to have the Mayor represent the commission in entering into contract with Thiel Brand Design.

On October 31st, the Tourism Commission approved the contract with Thiel Brand Design.

The 2018 Economic Development Budget has more than \$40,000 in Other Professional Services and there is an allocation for \$50,000 in Other Professional Services for 2019".

The 2018 Tourism Commission Budget has \$30,000 in Marketing Services and there is an allocation for \$50,000 in Marketing Services for 2019.

Recommendation

The Director of Economic Development recommends that Common Council agree to enter into contract with the Tourism Commission and Thiel Brand Design for the professional services of brand identity and marketing strategy. The contract, Thiel proposal, and resolution are included with this Council Action Sheet.

COUNCIL ACTION REQUESTED

Approve resolution to enter into contract with Thiel Brand Design and the Tourism Commission to provide branding and marketing services to the City of Franklin.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2018-____

A RESOLUTION APPROVING A CONTRACT WITH THIEL BRAND DESIGN, INC.
FOR PROFESSIONAL SERVICES RELATED TO BRAND IDENTITY AND
MARKETING STRATEGY

WHEREAS, the Economic Development Commission and the Tourism Commission (hereinafter the "COMMISSIONS") have come together through a series of concurrent meetings for the purpose of collaborating on creation of a brand identify and marketing strategy for the City of Franklin; and

WHEREAS, on October 22nd the COMMISSIONS agreed to select Thiel Brand Design, Inc. after reviewing presentations made by several marketing firms and agreed to pay the contract with the City to pay 40% and the Tourism Commission to pay 60% of the branding project costs at a total cost not-to-exceed \$89,000; and

WHEREAS, on October 22nd the Economic Development Commission (EDC) agreed to have the Mayor act on behalf of the commission in entering into contract with Thiel Brand Design, Inc., though the EDC is a recommending body and would not be a party to the agreement; and

WHEREAS, on October 31st, the Tourism Commission approved a contract with Thiel Brand Design, Inc. based on a total project cost of \$81,500, with the Tourism Commission portion being \$48,900.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the contract with Thiel Brand Design, Inc. for professional services related to brand identity and marketing strategy, in the form and content as annexed hereto is hereby approved.

BE IT FURTHER RESOLVED that the City payment obligation portion of the contract shall not exceed \$32,600, subject to the terms and conditions for payment in the agreement.

BE IT FURTHER RESOLVED, that the Mayor, City Clerk and Director of Finance and Treasurer be and the same are hereby authorized to execute and deliver such agreement.

Introduced at a regular meeting of the Common Council of the City of Franklin this 5th day of November, 2018.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 5th day of November 2018.

ATTEST:

APPROVED:

Sandra L. Wesolowski, City Clerk

Stephen R. Olson, Mayor

AYES _____ NOES _____ ABSENT _____

A G R E E M E N T

This AGREEMENT, made and entered into this _____ day of November, 2018, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT 1"), the City of Franklin Tourism Commission, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT 2") and Thiel Brand Design, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 320 East Buffalo Street, Milwaukee, Wisconsin 53202.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT 1 and CLIENT 2, it is necessary and advisable to obtain the services of the CONTRACTOR to create a City of Franklin brand identity and marketing strategy.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT 1 AND CLIENT 2 and CONTRACTOR agree as follows:

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT 1 and CLIENT 2 and CONTRACTOR.

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT 1 and CLIENT 2 to create a brand identity and marketing strategy, as described in CONTRACTOR's proposal to CLIENT 1 and CLIENT 2 dated October 24, 2018, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT 1 and CLIENT 2's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT 1 and CLIENT 2.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT 1 and CLIENT 2. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT 1 and CLIENT 2 understand that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

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

II. FEES AND PAYMENTS

CLIENT 1 and CLIENT 2 agree to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, with a not-to-exceed budget of \$81,500.00 subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT 1 and CLIENT 2 and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT 1 and CLIENT 2 agree to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work; provided however, CLIENT 1 hereby agrees to be responsible for payment of up to (subject to all other terms and conditions in this AGREEMENT) 40% of the amount of the not-to exceed budget, subsequent to all payments required to be made by CLIENT 2; and CLIENT 2 hereby agrees to be responsible for payment of up to (subject to all other terms and conditions in this AGREEMENT) 60% of the amount of the not-to exceed budget, which payments shall be made prior to any payment by CLIENT 2.
- B. Total price will not exceed budget of \$81,500. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT 1 and CLIENT 2 to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT 1 and CLIENT 2 find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT 1's and CLIENT 2's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT 1 and CLIENT 2.
- E. CONTRACTOR will submit invoices to Calli Berg, City of Franklin Economic Development Director. CLIENT 2 will pay (subject to all other terms and conditions in this AGREEMENT) invoices up to \$48,900.00, at which point CLIENT 1 will pay (subject to all other terms and conditions in this AGREEMENT) the remaining \$32,600.00.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT 1 and CLIENT 2 may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a

specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT 1 and CLIENT 2 for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT 1 and CLIENT 2 in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT 1 and CLIENT 2. All changes in cost will be incrementally or decrementally attributed at a 60% - 40% split between CLIENT 2 and CLIENT 1, respectively.

IV. ASSISTANCE AND CONTROL

- A. Calli Berg, City of Franklin Director of Economic Development, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT 1 and CLIENT 2 will timely provide CONTRACTOR with all available information concerning the brand identity and marketing strategy services and products production as deemed reasonably necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT 1 and CLIENT 2, Morgan Burns and Keith Walters as CONTRACTOR's Project Managers and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT 1 and CLIENT 2.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT 1 and CLIENT 2, for its convenience, for any or no reason, upon written notice to CONTRACTOR. This AGREEMENT may be terminated by CONTRACTOR upon thirty (30) days written notice. Upon such termination by CLIENT 1 and CLIENT 2, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all work approved up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT 1 and CLIENT 2 all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered

to CLIENT 1 and CLIENT 2 whether in completed form or in process. CLIENT 1 and CLIENT 2 shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.

- C. The rights and remedies of CLIENT 1 and CLIENT 2 and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

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

| | |
|--|--------------|
| A. Limit of General/Commercial Liability | \$3,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage | \$1,000,000 |
| C. Excess Liability for General Commercial or Automobile Liability | \$10,000,000 |
| D. Worker's Compensation and Employers' Liability | \$500,000 |
| E. Professional Liability | \$2,000,000 |

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT 1 and CLIENT 2 with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT 1 and CLIENT 2, and naming CLIENT 1 and CLIENT 2 as additional insureds for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT 1 and CLIENT 2, CLIENT 1's and CLIENT 2's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT 1 and CLIENT 2 or their insurer(s) to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT 1 and CLIENT 2 or their insurer(s) shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of November _____, 2018.

IX. DISPUTES

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

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT 1 and CLIENT 2 for inspection and copying upon request.

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism. The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify CLIENT 1 and CLIENT 2 if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT 1 and CLIENT 2 review and written approval is required for the CONTRACTOR to continue to perform work under this Agreement.

XII. CONTROLLING TERMS AND PROVISIONS

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

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

CITY OF FRANKLIN, WISCONSIN

THIEL BRAND DESIGN, INC.

BY: _____

BY: _____

PRINT NAME: Stephen R. Olson

PRINT NAME: _____

TITLE: Mayor

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: Paul Rotzenberg

TITLE: Director of Finance and Treasurer

DATE: _____

BY: _____

PRINT NAME: Sandra L. Wesolowski

TITLE: City Clerk

DATE: _____

CITY OF FRANKLIN TOURISM COMMISSION

BY: _____

PRINT NAME: Amy Schermetzler

TITLE: Chairperson

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: Secretary

DATE: _____

Approved as to form:

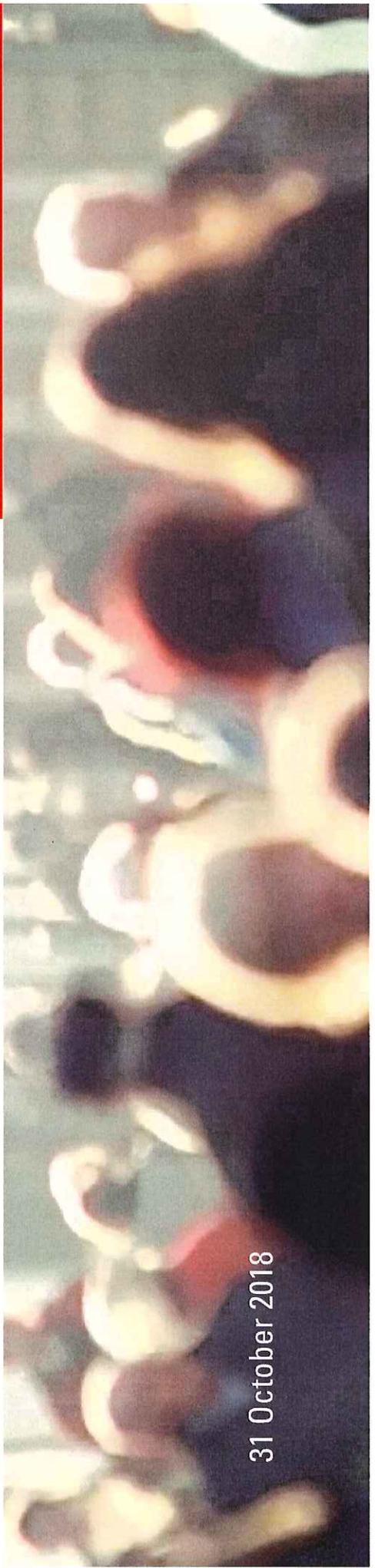
Jesse A. Wesolowski, City Attorney

DATE: _____



City of Franklin Branding

THEL



31 October 2018

Objectives

Per the City of Franklin's RFQ

17 September 2018

Create a brand identity and marketing strategy

- that builds on the City of Franklin's unique assets,
- and effectively communicates a message that resonates with existing residents and businesses,
- and promotes Franklin as a desirable place to live and enjoy, work and play, and to do business.

Our Approach

Unbiased.

Thinking and feeling.

Solutions hard-wired
to key objectives and
compelling rationale.



F O C U S E D | C R E A T I V I T Y

PHASE 1

Research

Survey Methodology

THIEL will perform **qualitative perception research**.

We predominantly ask **open-ended questions**.

We seek the insights of key stakeholders and a cross-section of the community who represent its **diversity** and **interests**.

MUNICIPAL LEADERS (21) — Selectively engaged

Individual face-to-face interviews

- 7 Economic Development Commissioners
- 5 Tourism Commissioners
- 1 Director of Economic Development
- 1 Mayor
- 6 Common Council Members (Aldermen)
- 1 Parks Director
- 1 School Superintendent

BUSINESS STAKEHOLDERS (16) — Selectively engaged

Individual face-to-face interviews

- 8 Prominent business owners / CEOs
- 4 HR leaders
- 4 Real estate executives

RESIDENTS (216) — Randomly engaged

Individual face-to-face interviews

- 16 Diverse Residents — “man-on-the-street” interviews
- Web survey
- 200 Diverse Residents

NON-RESIDENTS (200) — Randomly engaged

- Web survey
- 200 Diverse Non-Residents

PHASE 1

Research

THIEL

AUDIT EXISTING DOCUMENTS

THIEL will review any **available** recent relevant documents, such as:

Dept. of Tourism — objectives, strategies and key messaging

Dept. of Economic Development — objectives, strategies and key messaging

Private and public sector employee recruiting messaging about the community

Reviews, comments and stories about Franklin that are on the Internet

BEST-IN-CLASS BENCHMARKING

THIEL will look at **relevant cities worldwide** that are successfully marketing their community brands — to identify best-in-class marketing activities that may be adopted into the City of Franklin’s marketing plan.

ANALYSIS

THIEL will **document its research** and perform an analysis.

THIEL's research findings will provide **strong rationale** that informs development of the City of Franklin branding and its marketing plan — and, importantly, **supports the Board's approval** of both.

DELIVERABLES

THIEL will produce a **16- to 24-page document of key research findings and analysis**.

THIEL will **present and explain the research findings to the Board, and answer their questions**.

PHASE 1

Research

Establishing Rationale

THIEL will **document** acquired research and formulated key **findings**.

PHASE 2

Brand and Ideology Development

A Clear Brand Strategy

THIEL will define the unique
City of Franklin brand to
resonate on an emotional level.

THIEL

Informed by the Phase 1 Research, and with an unbiased approach,

THIEL will create a BRAND PROFILE™ that defines the City of Franklin brand, encompassing:

- Concise overall community **brand image** and **key messaging**
- **Advantages** and **value** that residents, students, businesses and visitors desire, expect and derive from living, learning, working and playing in Franklin
- **Differentiating positioning** of the community's unique attributes and assets
- Distinctive City of Franklin brand **style, tone** and **personality**
- **The brand experience** in terms of left-brain / right-brain **emotional rationale** for *Why choose* the City of Franklin to live, learn, work and play

People don't want to be "sold to."

People want to engage in experiences with brands that they can resonate with on an emotional level.

The **BRAND PROFILE™** will **also encompass** how Franklin excels by its:

- Community aspects
- Humane aspects
- Natural environment
- Built environment
- Business climate
- Educational resources
- Civic resources

It will also take into consideration **leaders'** near and long **vision** for the city.

PHASE 2

Brand and Ideology Development

A Clear Brand Strategy

PHASE 2

Brand and Ideology Development

Concept and Imagery

THIEL will devise a **creative** marketing campaign **concept**, **logo**, and **graphic look & feel** that **distinguishes** Franklin.

THIEL

CAMPAIGNABLE MARKETING THEME

THIEL will develop a **compelling, creative** marketing theme that both broad and specific marketing messages and promotions will work in conjunction with over time.

The campaign theme will be married to a **memorable creative concept** that **distinguishes** the City of Franklin.

LOGO

THIEL will design a new **City of Franklin logo** and present **by 1/31/19** for approval.

BRAND LOOK & FEEL

THIEL will design the unique graphic look and feel that will **recognizably signal** the City of Franklin brand in visual expression.

PHASE 2

Brand and Ideology Development

Usage Guidelines

BRAND AND IDEOLOGY USAGE GUIDELINES

THIEL will specify guidelines that **govern and guide proper and consistent use** of the **verbal and visual brand assets** that are developed in Phase 2.

DELIVERABLES

THIEL will produce a **12- to 20-page Brand Profile™** document providing the City of Franklin its **key brand messaging**.

The document will also include multiple options for a **campaignable marketing theme**.

THIEL will **present the document to the Board** and answer their questions.

THIEL will present **multiple options** for the City of Franklin **logo**.

THIEL will present **2 to 3 options** for the City of Franklin **brand look & feel**.

These will be presented in mocked-up formats demonstrating color palette, typography, format philosophy, and photography and iconography style.

THIEL will produce an **8- to 12-page Brand & Ideology Usage Guide**.

PHASE 2

Brand and Ideology Development

A Clear Brand Strategy

Concept and Imagery

Brand and Ideology Usage Guidelines

PHASE 3

Marketing Plan

THIEL

THIEL will develop a **targeted marketing plan** by segment, informed by the research findings in Phase 1, for:

- **Market Segments**

e.g.: location advisors/site selectors; developers; tourists; intermediary of regional organizations such as Business Bureau or Chamber of Commerce

- **Primary Interests**

e.g.: skilled labor; weekend destination; promoting economic growth; return on investment, quality of life, etc.

- **Proposed Franklin Outreach Tools**

e.g.: area business press or reports; briefings/tours; website/on-line media; community education forums, etc.

- **Suggested Messaging to Each Segment**

e.g.: walking distance of *x*; desirable location; growing network of industries; etc.

PHASE 3

Marketing Plan

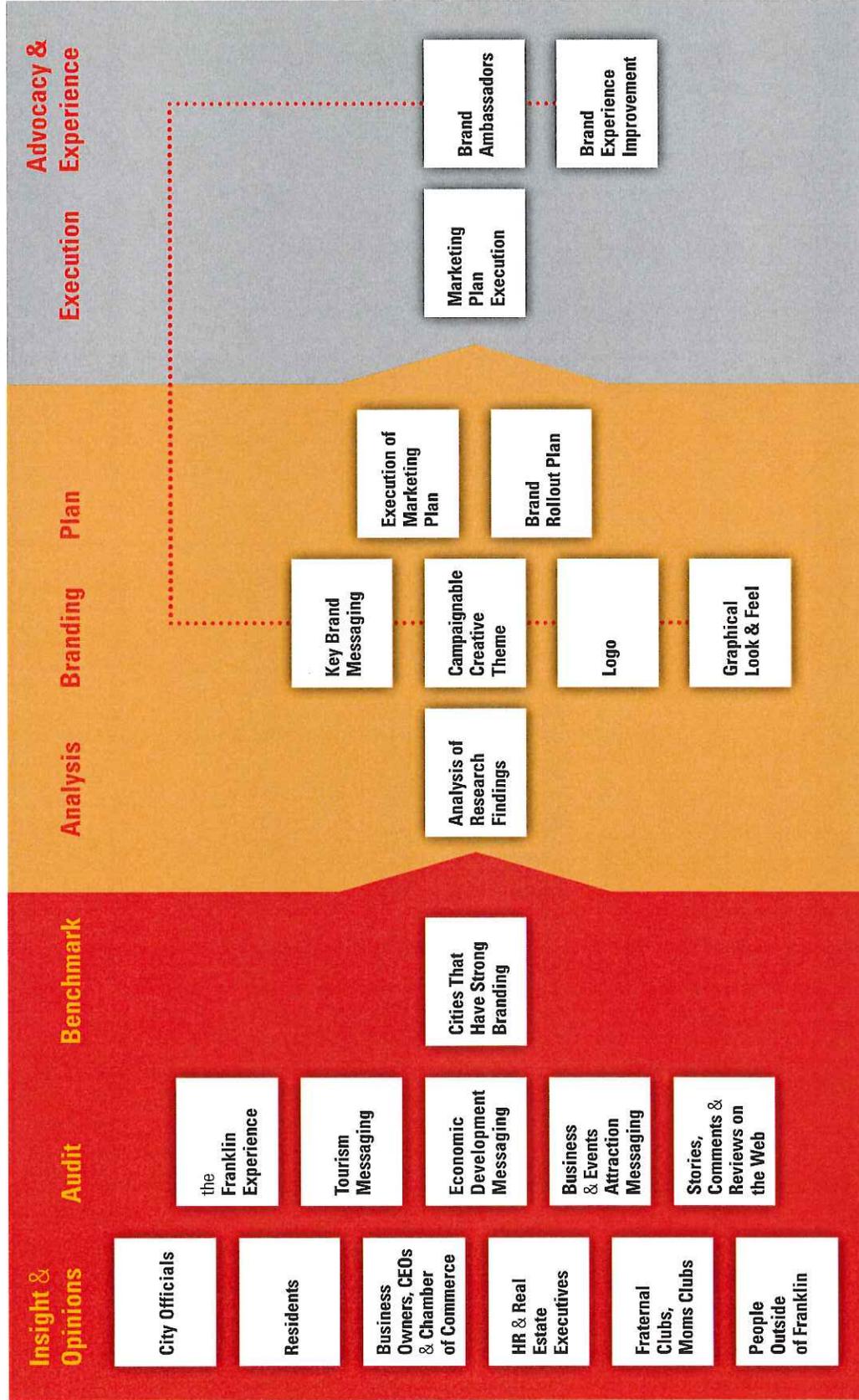
DELIVERABLES

THIEL will produce an **8- to 16-page Marketing Plan document** identifying prioritized recommendations for an **integrated marketing campaign**.

The plan will indicate audiences, objectives, strategy, media, content, frequency, timing and costs.

THIEL will **present the Marketing Plan to the Board**, and answer questions.

Project Flow





THIEL can develop a **brand launch plan** to introduce the branding to constituents of the City of Franklin.

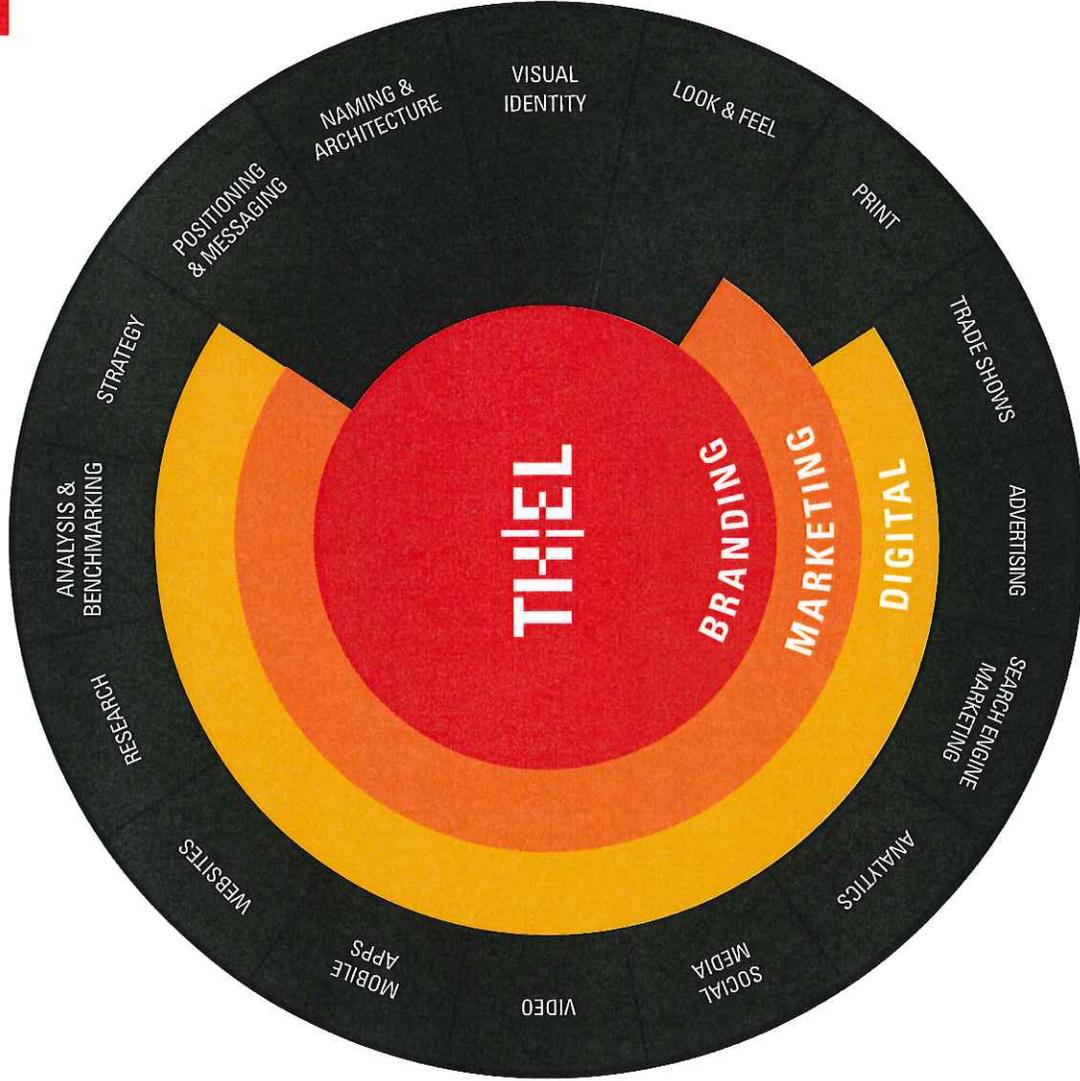
The objective is to **control the velocity of the brand launch** to generate excitement, foster support, and create brand ambassadors.

THIEL is a **full-service agency**.

We can **create, execute, manage, and track the success** of **every marketing tactic** specified in the brand launch plan and marketing campaign plan.

PHASE 4

Additional Services



PHASE 4

Additional Services

THIEL is a Full-Service Agency

We are Capable of Fulfilling Every Aspect of the Brand Launch and Marketing Campaign Plan

Schedule

PHASE 1

- Municipal Leaders Surveys
- Residents and Business Leaders Surveys
- Non-Residents Surveys

Audit

Benchmarking

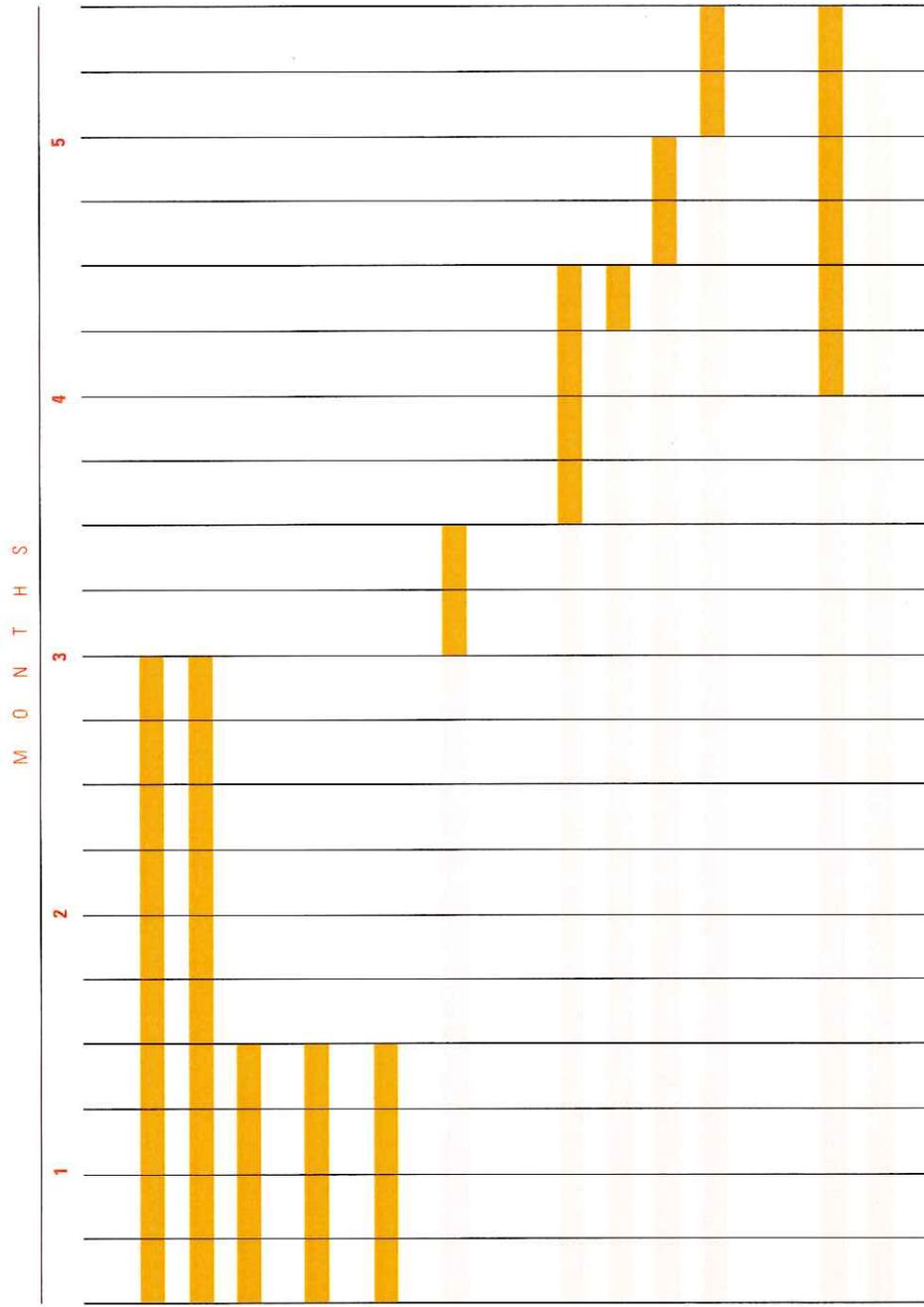
Analysis

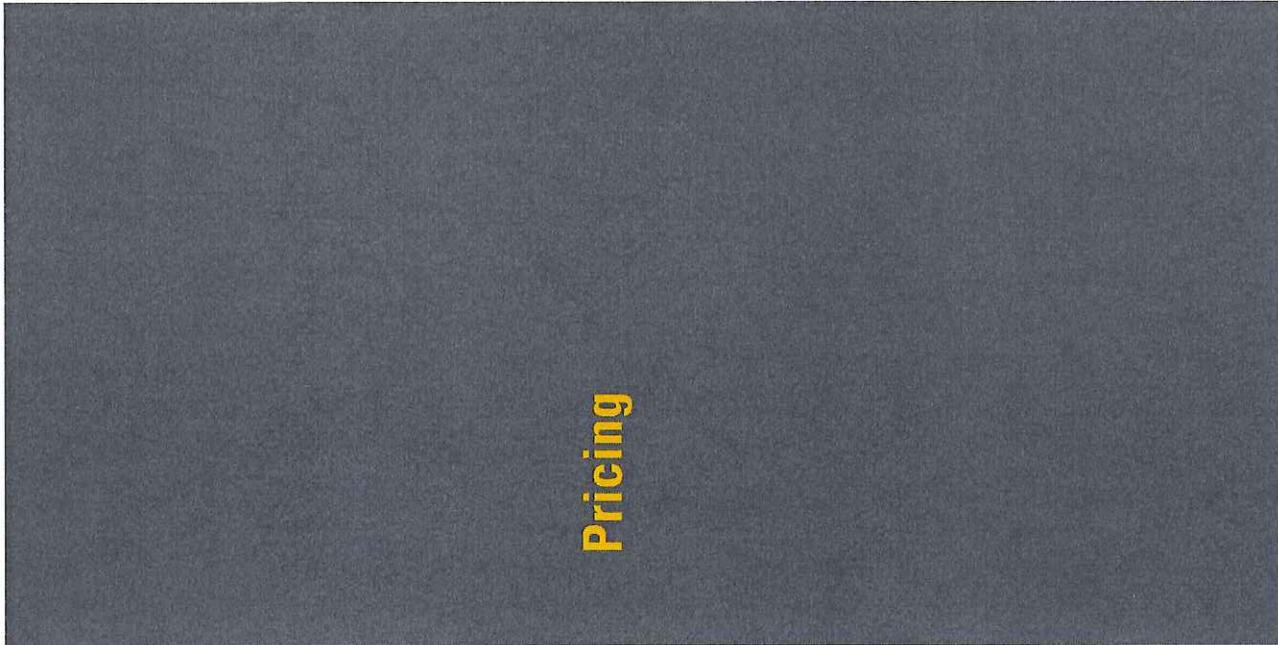
PHASE 2

- Brand Profile™ Messaging
- Campaignable Theme
- Logo and Brand Look & Feel
- Brand & Ideology Usage Guide

PHASE 3

Marketing Plan





| | | |
|----------------|------------------------------|------------------|
| PHASE 1 | | |
| | Surveys | \$ 14,000 |
| | Audit | \$ 4,000 |
| | Benchmarking | \$ 4,000 |
| | Analysis | \$ 6,000 |
| | PHASE 1 TOTAL | \$ 28,000 |
| PHASE 2 | | |
| | Brand Profile™ Messaging | \$ 16,000 |
| | Campaignable Theme | \$ 3,500 |
| | Logo | \$ 7,500 |
| | Brand Look & Feel | \$ 12,000 |
| | Brand & Ideology Usage Guide | \$ 5,500 |
| | PHASE 2 TOTAL | \$ 44,500 |
| PHASE 3 | | |
| | Marketing Plan | \$ 9,000 |
| | GRAND TOTAL | \$ 81,500 |

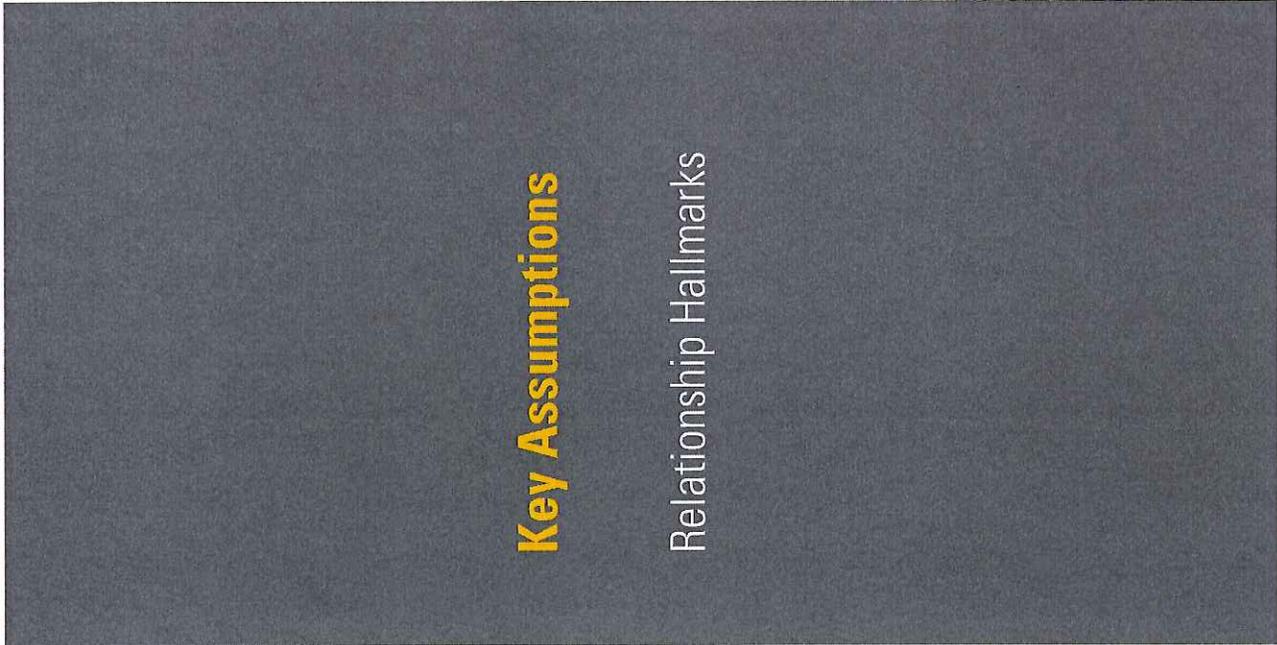
Upon THIEL's receipt of payment for the components that THIEL delivers within the scope of this project, as identified on pages 4 – 13

of this document, **the City of Franklin shall hold all ownership rights** to the intellectual and physical properties of those components:

- Key research findings and analysis document
- Brand Profile document
- Marketing campaign theme
- City of Franklin logo
- Brand look and feel designs
- Brand and ideology usage guide
- Marketing plan document

Ownership Rights

Intellectual and Physical
Properties



RESPONSIBILITY

It is **THIEL's responsibility** to adhere to budgets and timelines.

It is **also THIEL's** responsibility to **hold our client to those same timelines and budgets** — by informing you when your requests, actions, delays or inaction will take the project out of scope.

PROJECT MANAGEMENT

THIEL will use **open, forthright communication** among all the stakeholders.

To keep the project and everyone involved moving forward in unison, **THIEL** uses electronic **project management tools**, including SmartSheets® for project timelines, and Office 365 Planner® for project management.

Key Assumptions

Relationship Hallmarks

TRANSPARENCY

THIEL will provide **full transparency** to enable the City of Franklin Board to understand specific project activities, fees, costs and results at all times.

PROJECT START-UP

A Project Start-Up Deposit of **20 percent** of the total definable project fee for **Phase 1** is required to begin work.

THIEL will undertake the scope of activities specified within this document for a fee not to exceed the identifiable budget of \$ 81,500 plus any applicable sales tax.

We will require down-payment of \$5,600 (20% of the of the Phase 1 budget) to begin work. The remainder will be billed as work-to-date at the end of each month throughout the project.

If the client requests activities beyond the defined Project Scope, or if the project requires any unforeseen additional fees, we will notify you and present the situation and associated cost for your approval before proceeding.

Respectfully submitted



Keith Walters 31 October, 2018

Brand Director + Principal

THIEL Brand Design, Inc.

320 E. Buffalo Street, Milwaukee, WI 53202

keith@thiel.com | 414.271.0775

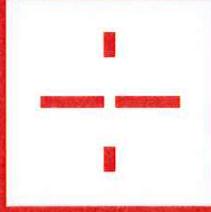
Key Assumptions

Payment

Contacts:

Keith Walters
Principal + Brand Director
keith@thiel.com

Morgan Burns
Brand Catalyst
morgan@thiel.com



THIEL Brand Design, Inc.
320 E. Buffalo Street
Milwaukee, WI 53202
414-271-0775
thiel.com

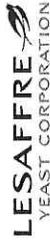
grit

We bring passion and pluck
along with character and courage.

Challenge us!

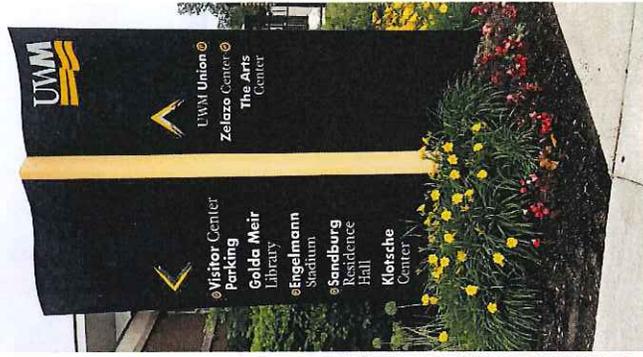
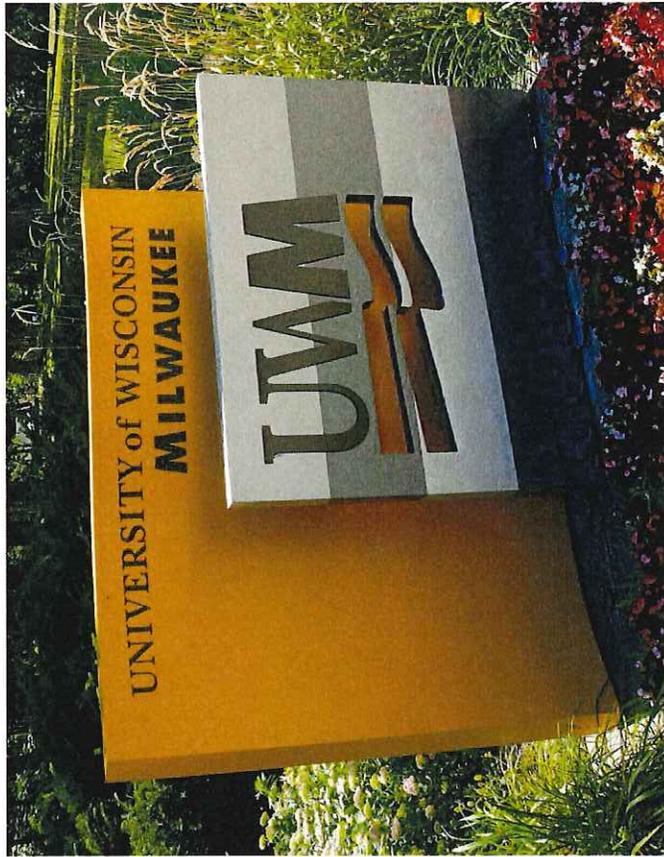
The challenges we solve through expertise and fortitude:

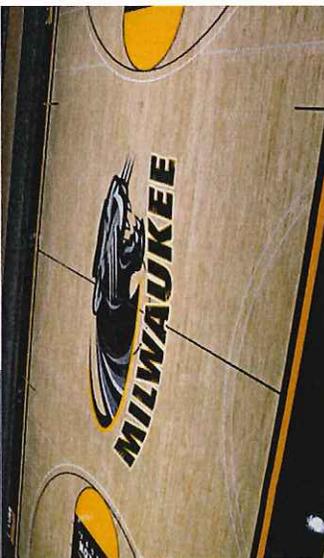
- Research
- Branding
- Brand Differentiation
- Brand Introduction
- Marketing
- Brand Experience Improvement
- Analytics



Our Work

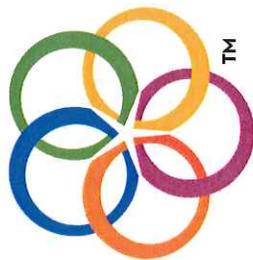
Our work engages and inspires.





Examples of Our Work

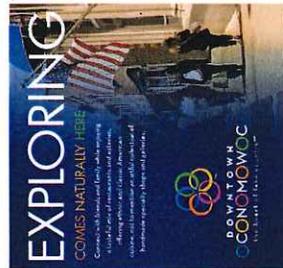
Our work builds brands
that stand out.



DOWNTOWN ECONOMOWOC

the heart of lake countrySM

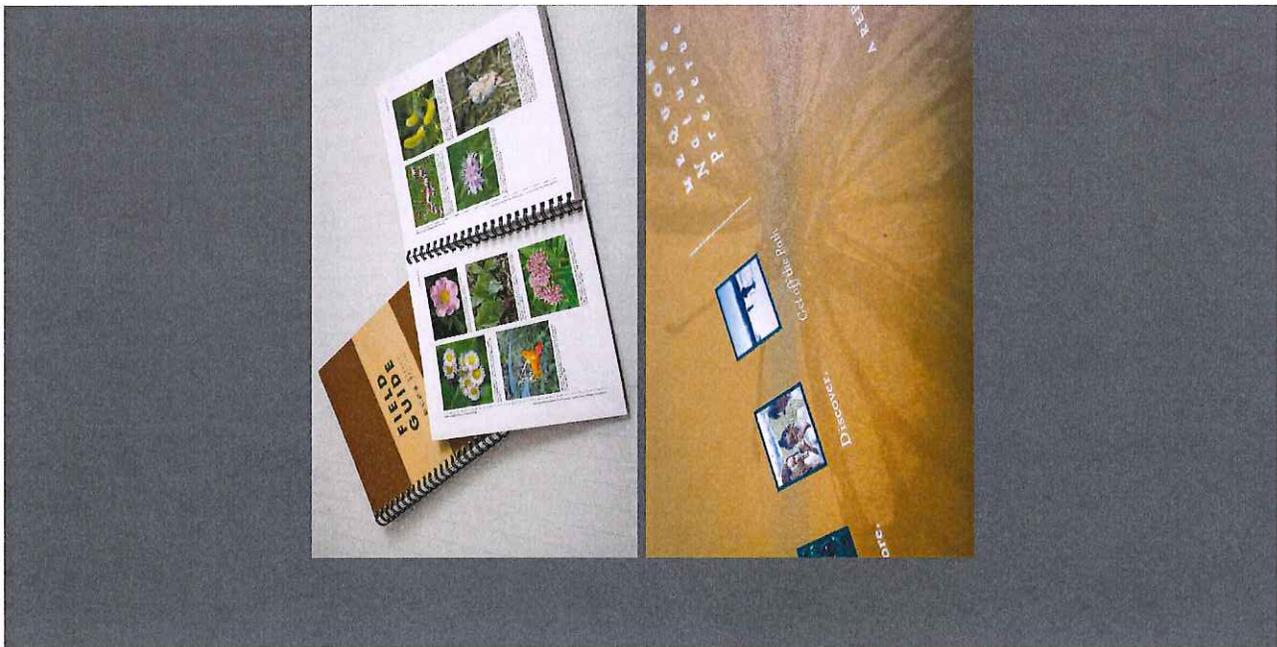
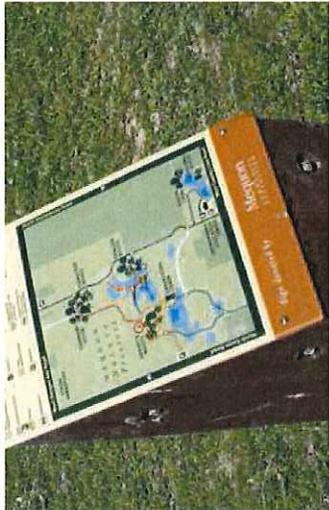




Our Work

Our work manifests in how
people think and feel about
our clients' brands.





| | | |
|-------------------------------|---------------------------------------|---|
| APPROVAL <i>Slu</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE November 5, 2018 |
|-------------------------------|---------------------------------------|---|

| | | |
|--|---|------------------------------------|
| REPORTS AND RECOMMENDATIONS | An Ordinance to Create §19.11 Letting of Bids for Public Construction Projects, of the Municipal Code of the City of Franklin (Ald. Wilhelm) | ITEM NUMBER <i>G.14.</i> |
|--|---|------------------------------------|

Obtaining Common Council approval prior to the letting of bids was the overall prevailing prior staff practice through the years. Prior approval has not taken place on some projects, which have been subject to multiple bid advertisements and financial shortfalls. Ald. Wilhelm has on several occasions been asked by constituents about projects advertised for bid in the newspaper that were unknown to have gone to press. When requesting of the timeframe of the bid authorization by Council, Staff's reply was that while it was past practice, there is no Municipal Code provision that public construction projects need Council authorization prior to official newspaper advertisement.

The attached draft ordinance includes an exception to the requirement of Common Council approval prior to the letting of bids for a public emergency as set forth in Wis. Stat. § 62.15(1b) and for a public construction for which the cost does not exceed \$25,000 as set forth in Wis. Stat. § 62.15(1). Those provisions are set forth below.

Wis. Stat. § 62.15(1b) Exception as to public emergency. The provisions of sub. (1) and s. 281.41 are not mandatory for the repair and reconstruction of public facilities when damage or threatened damage thereto creates an emergency, as determined by resolution of the board of public works or board of public utility commissioners, in which the public health or welfare of the city is endangered. Whenever the city council determines by majority vote at a regular or special meeting that an emergency no longer exists, this subsection no longer applies.

Wis. Stat. § 62.15(1) Contracts; how let; exception for donated materials and labor. All public construction, the estimated cost of which exceeds \$25,000, shall be let by contract to the lowest responsible bidder; all other public construction shall be let as the council may direct. If the estimated cost of any public construction exceeds \$5,000 but is not greater than \$25,000, the board of public works shall give a class 1 notice, under ch. 985, of the proposed construction before the contract for the construction is executed. This provision does not apply to public construction if the materials for such a project are donated or if the labor for such a project is provided by volunteers. The council may also by a vote of three-fourths of all the members-elect provide by ordinance that any class of public construction or any part thereof may be done directly by the city without submitting the same for bids.

Summary

Emergencies - Per State Statute this would not prohibit action.

Pricing - Per State Statute this does not apply to projects equal to or under \$25,000.

Evidence of Financial Responsibility - The authority of a municipality is vested in its governing body with a responsibility to the taxpaying citizens in regard to City projects. Contracts are more likely to be understood and receive approval based on prior bid authorization.

Governing Body Knowledge - Bid advertisements are issued by the City of Franklin to which Council authorization was common practice until recently. Retaining such practice gives Aldermen knowledge of projects and financial intentions prior to advertisement and allows an informed response to constituents.

COUNCIL ACTION REQUESTED

A motion to approve An Ordinance to Create §19.11 Letting of Bids for Public Construction Projects, of the Municipal Code of the City of Franklin.

ORDINANCE NO. 2018-____

AN ORDINANCE TO CREATE §19.11 LETTING OF BIDS FOR PUBLIC CONSTRUCTION PROJECTS, OF THE MUNICIPAL CODE OF THE CITY OF FRANKLIN

WHEREAS, the Common Council having considered the process of letting bids for public construction projects, and having determined it appropriate to simply specify within the Municipal Code that no public construction project shall be let for bid until such time as the letting of bid process for such project has been authorized by the Common Council.

NOW, THEREFORE, the Mayor and Common Council of the City of Franklin, Wisconsin, do ordain as follows:

SECTION 1: §19.11 Letting of bids for public construction projects, of the Municipal Code of the City of Franklin, Wisconsin, is hereby created to read as follows:

“§19.11 Letting of bids for public construction projects. No public construction project shall be let for bid unless the Common Council has previously authorized the solicitation of bids for such public construction project. This Section does not apply to a public emergency as set forth in Wis. Stat. § 62.15(1b) and it does not apply to a public construction for which the cost does not exceed \$25,000 as set forth in Wis. Stat. § 62.15(1).”

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

SECTION 3: All ordinances and parts of ordinances in contravention to this ordinance are hereby repealed.

SECTION 4: This ordinance shall take effect and be in force from and after its passage and publication.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2018.

ORDINANCE NO. 2018-____
Page 2

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 11/05/18 |
| REPORTS & RECOMMENDATIONS | Authorization For The Department Of Public Works To Sell Surplus Equipment | ITEM NUMBER <i>G.15.</i> |

At the October 9th, 2018, Board of Public Works meeting board members authorized staff to post for sale the following surplus Public Works Equipment:

1. Fox brand V-box salt spreader with hydraulic chain drive, approx 20-30 years old.
2. Fox brand V-box salt spreader with hydraulic chain drive, approx 20-30 years old.
3. Swenson brand V-box salt spreader, approx 20-30 years old.

Staff has posted each unit for sale on Wisconsin Surplus, an online auction surplus website (www.wisconsinsurplus.com). There is no cost to the seller. The auction will close on November 5th, 2018 at 10:00a.m.. Staff will then review the highest bid for each item and make a recommendation to Council. The recommendation, along with a request for authorization to sell the surplus equipment, will be distributed at the November 5th, 2018 Common Council meeting.

COUNCIL ACTION REQUESTED

Authorization for staff to accept the highest bids received on the Wisconsin Surplus auction website and sell the above surplus equipment (per the recommendation to be distributed at the meeting).

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| APPROVAL <i>Slw PA</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE Nov 5, 2018 |
| REPORTS & RECOMMENDATIONS | September, 2018 Monthly Financial Report | ITEM NUMBER <i>G.16.</i> |

Background

The September, 2018 Financial Report is attached.

The Finance Committee reviewed this report at its Oct 23, 2018 meeting and recommends acceptance.

Highlights of the report are contained in the transmittal memo.

The Finance Director will be available at the meeting.

COUNCIL ACTION REQUESTED

Motion to Receive and place on file

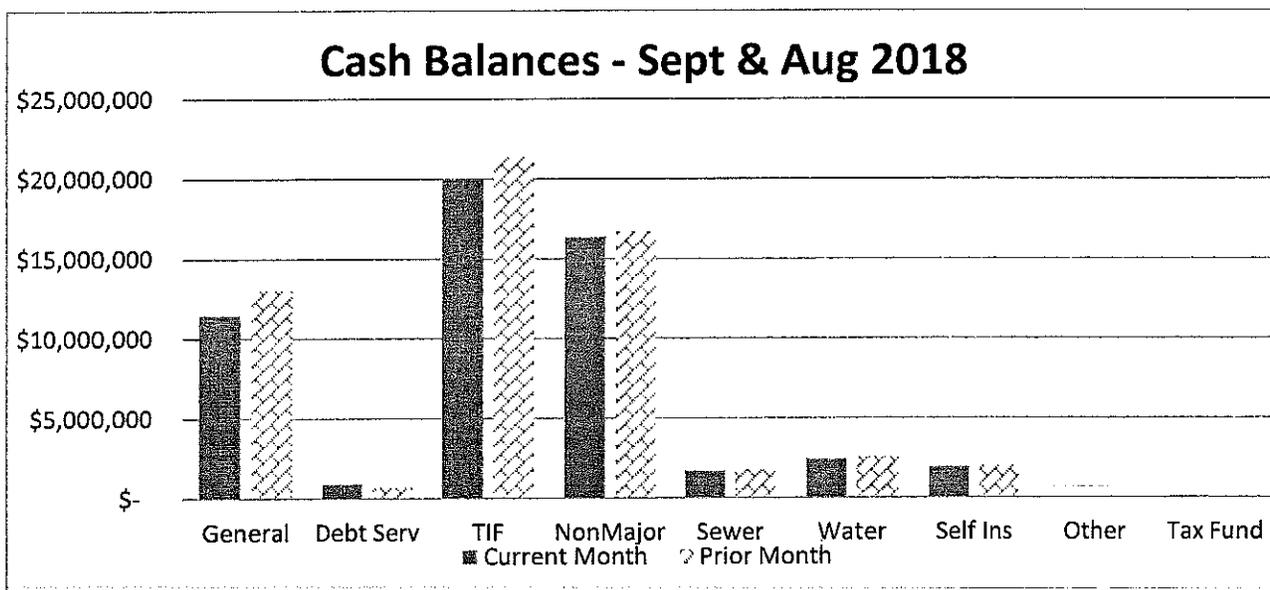
Date: October 16, 2018
 To: Mayor Olson, Common Council and Finance Committee Members
 From: Paul Rotzenberg, Director of Finance & Treasurer
 Subject: September 2018 Financial Report

The Sept., 2018 financial reports for the General Fund, Debt Service Fund, TID Summary and TID Funds, Library, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Sanitary Sewer Fund, Water Utility Fund, Self Insurance Fund, Post Employment Retirement Insurance Funds and Other Non-Major Governmental Funds are attached.

The budget allocation is completed using an average of the last five years actual spending against the Amended Budget. Budget Amendments approved thru the September 18, 2018 Common Council meeting have been included. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial results.

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored. Recently increases in short term interest rates have aided short term investment returns, while generating losses on the multi-year fixed income securities the City holds. Those are un-realized losses. So long as the City holds to maturity, those losses will not be realized. Cash & Investments in the General Governmental Funds decreased \$3,038,100 to \$48,763,002 since last month.

A visual presentation of cash balances follows.



The City continues to maintain sufficient liquidity to maintain current operations.

GENERAL FUND revenues of \$22,766,304 are \$223,646 more than budget. Hotel taxes are arriving earlier than prior years and will only match budget by year's end as State Statutes cap Hotel taxes in the General Fund. Intergovernmental Revenues are behind budget as a COPS Grant that was budgeted was not received.

Public Charges for Services are greater than budget as Engineering fees on new subdivisions generated \$54,900 in un-budgeted revenues. Landfill Siting revenues are arriving slower than budgeted.

While development activity has increased in 2018, the associated Building Permit revenues were anticipated.

Other revenues include Insurance dividends and rental income for cell towers. These revenues have exceeded budget levels.

September's expenditures of \$18,367,049 are \$3,123 less than budget. Expenditure items of note are:

- Public Safety costs of \$12,899,203 are \$381,972 (3.0%) greater than budget. Three payrolls in August helped drive personnel costs over budget, which will smooth out some as the balance of the year moves along. Additional Public Safety Personnel appropriations will be needed by year's end.
 - Total Police personnel costs are \$153,819 over budget. Police Overtime is a major cause. 3-4 officers were on field training early in the year and overtime was needed to fill the vacant patrol positions. Also note that the requested Police overtime budget was \$230,000, while the adopted budget was only \$190,000. Overtime thru Sept totals \$219,358. Police overtime exceeded the annual budget in August. A budgeted grant funding a Police position will remain vacant as the grant did not get awarded.
 - Total Fire personnel costs are \$314,137 (7.5%) over budget. Fire overtime costs (now \$293,987) reached the annual budget by the end of June.
- Public Works expenditures of \$2,116,062 are \$218,995 (9.4%) underspent.
- Culture and Recreation is \$42,730 (33%) overspent related to efforts in the parks.

A \$4,399,255 surplus is \$220,523 greater than budget. Most of the surplus has resulted from added revenues. The lion's share of revenues have already been realized and a quarter of the annual expenditures are yet to be expended. Given the above trends, a deficit for 2018 is now expected.

DEBT SERVICE – Debt payments were made timely as required.

TIF Districts – see the summary schedule of all TID activity.

TID 3 – the remaining debt balance was retired March 1. The Dept of Transportation has not yet billed the S 27th Street project which was completed in 2016, approximating \$1.3 million. The Developer incentives are awaiting completion of the new apartment units.

TID4 – In June the Council authorized a \$1.2 million engineering contract for infrastructure in a proposed business park. Engineering and planning work is proceeding on that project.

TID5 – The Developer's Agreement was signed in late February 2018. The TID sold a \$23.4 million debt issue on May 1. The Developer has been making monthly draw requests as construction progresses. The rainy late summer and early fall have hampered construction progress. Just over \$8.6 million has been expended to date.

LIBRARY FUND - Activity is progressing as expected.

SOLID WASTE FUND – Activity is occurring as budgeted. Waste Management raised the placement fee for materials placed in the landfill. Since the City does not pay a fee for materials from the City, the revenues coming back to this fund are exceeding budget. The 2017 CPI index was larger than expected which raised the contracted hauler's fees more than expected. It is possible that a budget amendment may be needed by years end.

CAPITAL OUTLAY FUND – revenues are in line with budget. The Police have ordered three Ford Explorers, one Taurus, one F-150 and a Chevy Tahoe and nine squad tablets. The City Hall phone system replacement (\$55,000) was placed in service in July.

EQUIPMENT REPLACEMENT FUND – Revenues are in line with budget.

Both of the Highway replacement vehicles (Tandem axle dump truck and flat-bed truck) have been ordered. Delivery is in progress.

STREET IMPROVEMENT FUND – Revenues are in line with budget. The Grant was applied for in September. The 2018 program is complete at this time.

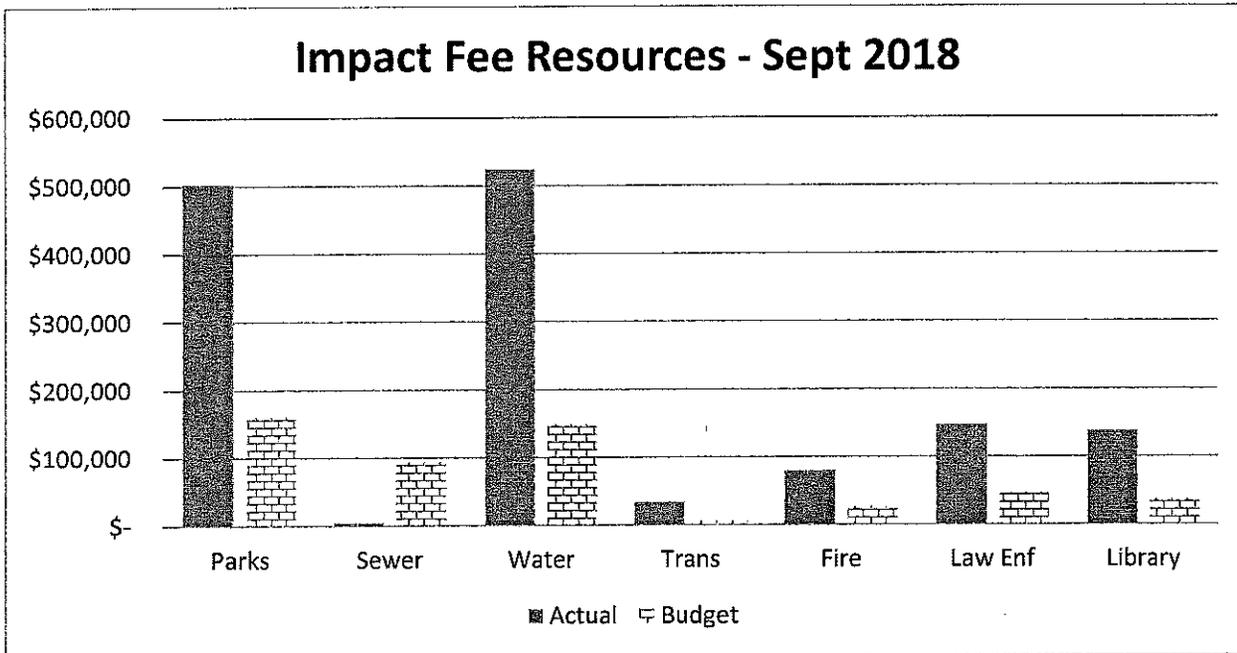
CAPITAL IMPROVEMENT FUND – Debt resources to fund the 2018 programs were received in December 2017. Debt sale proceeds are in the opening fund balance. A 2016 \$1.2 million transfer from the General Fund, also in the opening fund balance, provided most of the resources for a City Hall roof and Heating, Ventilating and Air Conditioning project.

Three Public Safety projects are in process, the Squad Car, radio system dispatch console and Drug Vault ventilation system.

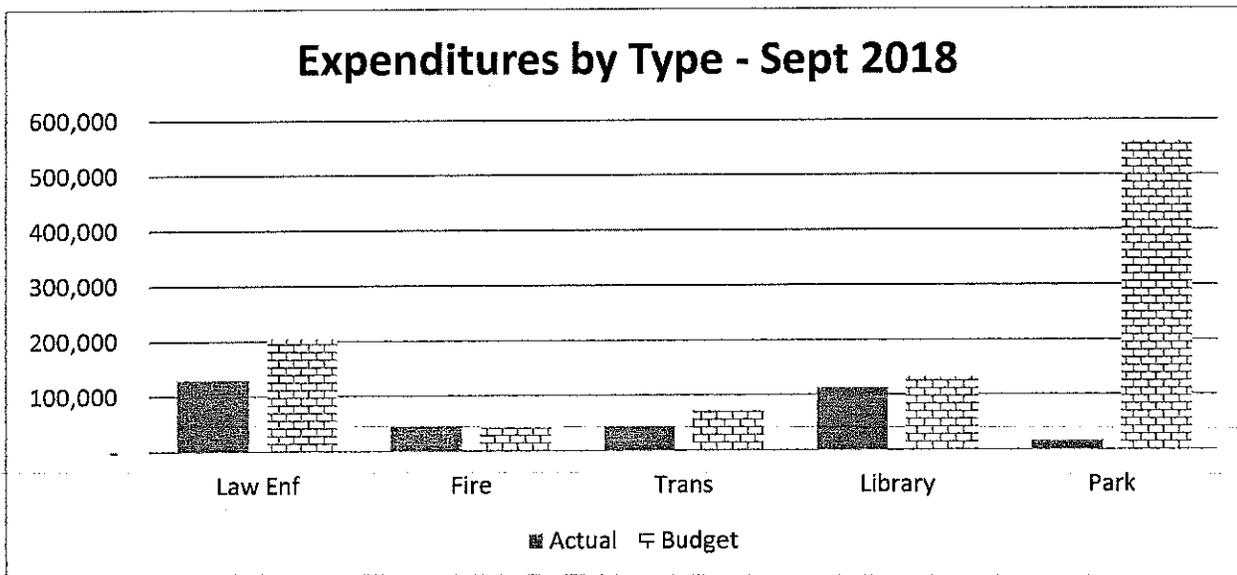
The Highway Salt storage barn is complete, and several other projects are in various states of progress.

Within Culture, the River Park trail/bridge is complete, the contractor has yet to invoice the City.

DEVELOPMENT FUND – \$1.4 million of Impact fee collections are stronger than budget (\$524,297). A S 27th Street apartment complex project is currently driving the strong impact fee collections.



Transfers from the Development Fund to the Debt Service Fund have been reduced as receipts are not sufficient to pay the 2018 debt service for these programs. Collections in 2018 have improved, but are still insufficient to meet scheduled 2018 Debt payments for Law Enforcement, Transportation and Library. Park expenditures in 2018 have generated little by way of qualifying Park Impact fees.



UTILITY DEVELOPMENT FUND – The S 27th St apartment project is driving the activity in this fund. No projects have been approved for 2018.

SANITARY SEWER FUND – Revenues for the first three quarters have matched budget. Expenditures have substantially matched budget except for improvements. Only \$74,070 has been expended on improvements compared to \$171,227 budgeted.

Sanitary Sewer Operating income of \$171,412 exceeds the \$77,605 deficit expected to this point in the year.

WATER UTILITY FUND – The wet summary period reduced water usage and thus water revenues which represent 95.1% of budget (\$215,000 less than budget).

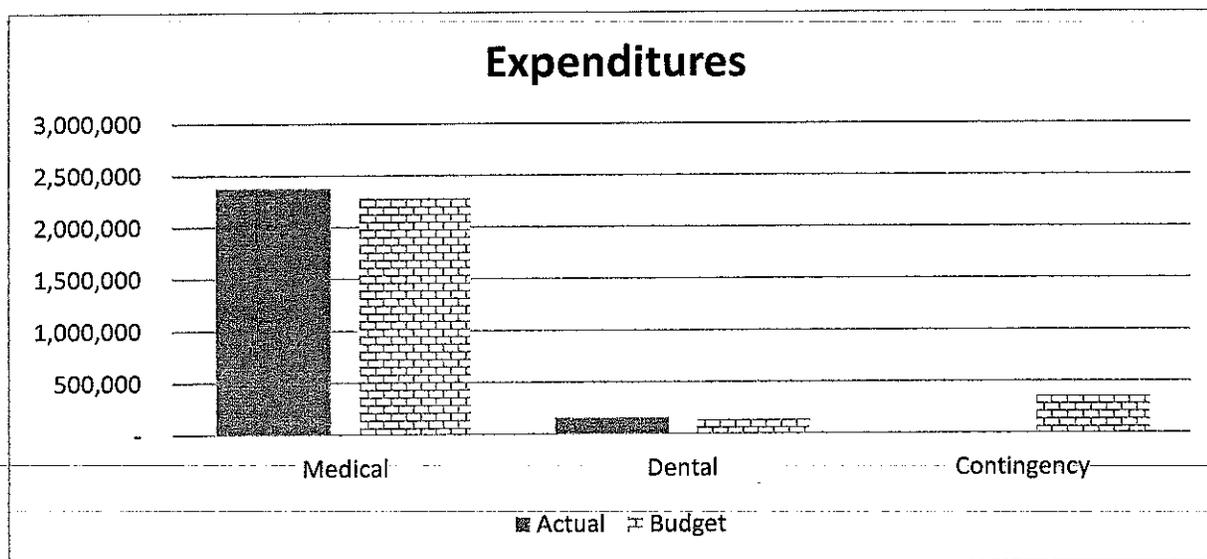
Operating expenditures of \$4.28 mil are \$145,000 less than budget. Transmission & Distribution costs are \$123,909 (31.1%) less than budget. Costs to clean the Drexel Tower were much lower than expected resulting in much of these savings.

Still operating income of \$279,797 is \$69,975 less than budget. The lowered water usage has depressed revenues causing this performance.

SELF INSURANCE FUND – Revenues are very close to budget.

Medical expenditures have slowed in recent months. Medical claims are 4.1% over budget year to date, which is much better than earlier in the year.

The fund has generated a \$171,016 deficit year to date, which is much better than the \$513,785 deficit in 2017 at the end of Sept. Adjusting for contingency, the fund was expected to have a very small surplus.



RETIREE HEALTH FUND – Insurance results are much worse than 2017, with claim costs 167% of the prior year. The fund has a \$79,518 insurance loss even considering the Implicit Rate Subsidy of \$97,896 (an implicit rate subsidy represents the higher cost per older participant than the Active group). With the small group size (25 participants), claims can be rather unpredictable.

Investment results reflect a \$253,265 gain, approximately an 6% annualized return. Much of that gain was eliminated in the early October 2018 market sell off. The fund is invested in passive index investments and is mirroring a blended equity/fixed income market. The rather short duration position of the fixed income portfolio mitigates much of the rising interest rate impact. Still the portfolio is 66% invested in equities, arguably an overweight position.

Caution is advised, as equity market returns can be volatile, as experienced in the early October 2018 sell off.

Other Non-Major Funds – a report of the other funds thru Sept 2018 is included.

- St Martin's Fair fund continues to generate deficits (\$19,901 in 2018).
- Health Grants – some grant revenues are yet to be recorded which will eliminate the deficit.

City of Franklin
Cash & Investments Summary
September 30, 2018

| | Cash | American Deposit Management | Institutional Capital Management | Local Government Invest Pool | Fidelity Investments | Total | Prior Month Total |
|--|------------------|--|---|---|---------------------------------|-------------------|----------------------------------|
| General Fund | \$ (37,829) | \$ 5,828,875 | \$ 3,995,907 | \$ 1,699,628 | \$ - | \$ 11,486,581 | \$ 13,046,344 |
| Debt Service Funds | 32,563 | 397,158 | 514,908 | - | - | 944,629 | 698,621 |
| WIF Districts | 82,465 | 18,219,030 | 1,679,032 | - | - | 19,980,527 | 21,365,102 |
| Nonmajor Governmental Funds | 670,783 | 7,096,117 | 8,584,364 | - | - | 16,351,264 | 16,691,035 |
| Total Governmental Funds | 747,982 | 31,541,180 | 14,774,211 | 1,699,628 | - | 48,763,002 | 51,801,101 |
| Sewer Fund | 190,453 | 768,931 | 730,760 | - | - | 1,690,144 | 1,731,795 |
| Water Utility | 17,952 | 2,001,737 | 400,950 | - | - | 2,420,639 | 2,540,036 |
| Self Insurance Fund | 20,137 | 78,163 | 1,849,500 | - | - | 1,947,800 | 2,009,399 |
| Other Designated Funds | 10,247 | - | - | - | - | 10,247 | 12,472 |
| Total Other Funds | 238,790 | 2,848,831 | 2,981,210 | - | - | 6,068,830 | 6,293,702 |
| Total Pooled Cash & Investments | 986,772 | 34,390,011 | 17,755,421 | 1,699,628 | - | 54,831,832 | 58,094,803 |
| Retiree Health Fund | (28,391) | - | - | - | 5,889,441 | 5,861,050 | 5,874,751 |
| Property Tax Fund | 63,054 | 46,451 | - | - | - | 109,505 | 97,805 |
| Total Trust Funds | 34,662 | 46,451 | - | - | 5,889,441 | 5,970,554 | 5,972,556 |
| Grand Total Cash & Investments | 1,021,434 | 34,436,462 | 17,755,421 | 1,699,628 | 5,889,441 | 60,802,386 | 64,067,359 |
| Average Rate of Return | | 1.93% | 1.49% | 2.05% | | | |
| Maturities: | | | | | | | |
| Demand | 1,021,434 | 31,434,969 | 39,029 | 1,699,628 | 85,481 | 34,280,541 | 31,696,624 |
| Fixed Income & Equities | - | - | - | - | 4,385,418 | 4,385,418 | 4,415,145 |
| 2018 - Q4 | - | 3,001,493 | 2,012,662 | - | - | 5,014,155 | - |
| 2019 - Q1 | - | - | 996,685 | - | 150,165 | 1,146,850 | 5,772,112 |
| 2019 - Q3 | - | - | 986,167 | - | - | 986,167 | 1,147,105 |
| 2019 - Q4 | - | - | 1,965,128 | - | - | 1,965,128 | - |
| 2020 | - | - | 5,402,396 | - | 172,961 | 5,575,358 | 2,952,296 |
| 2021 | - | - | 3,886,268 | - | 173,805 | 4,060,073 | 5,589,375 |
| 2022 | - | - | 2,467,086 | - | 167,994 | 2,635,080 | 4,077,390 |
| 2023 | - | - | - | - | 170,311 | 170,311 | 2,649,744 |
| 2024 | - | - | - | - | 195,615 | 195,615 | 171,150 |
| 2025 | - | - | - | - | 195,933 | 195,933 | 196,299 |
| 2026 | - | - | - | - | 191,758 | 191,758 | 197,233 |
| | | | | | | | 193,415 |
| | 1,021,434 | 34,436,462 | 17,755,421 | 1,699,628 | 5,889,441 | 60,802,386 | 64,067,359 |

City of Franklin
General Fund
Comparative Statement of Revenue, Expenses and Fund Balance
For the 9 months ended September 30, 2018

| <u>Revenue</u> | <u>2018 Original Budget</u> | <u>2018 Amended Budget</u> | <u>2018 Year-to-Date Budget</u> | <u>2018 Year-to-Date Actual</u> | <u>Var to Budget Surplus (Deficiency)</u> |
|--|-------------------------------------|------------------------------------|---|---|---|
| Property Taxes | \$ 16,918,049 | \$ 16,918,049 | \$ 16,864,052 | \$ 16,899,503 | \$ 35,451 |
| Other Taxes | 725,100 | 725,100 | 382,092 | 437,501 | 55,409 |
| Intergovernmental Revenue | 2,432,926 | 2,432,926 | 1,630,350 | 1,565,660 | (64,690) |
| Licenses & Permits | 1,043,490 | 1,043,490 | 836,421 | 870,703 | 34,282 |
| Law and Ordinance Violations | 500,000 | 500,000 | 392,879 | 373,948 | (18,931) |
| Public Charges for Services | 1,805,350 | 1,805,350 | 1,279,860 | 1,347,989 | 68,129 |
| Intergovernmental Charges | 196,500 | 196,500 | 94,793 | 127,921 | 33,128 |
| Investment Income | 205,000 | 205,000 | 153,750 | 145,726 | (8,024) |
| Miscellaneous Revenue | 117,850 | 117,850 | 107,281 | 209,853 | 102,572 |
| Transfers from Other Funds | 1,050,000 | 1,050,000 | 801,180 | 787,500 | (13,680) |
| Total Revenue | \$ 24,994,265 | \$ 24,994,265 | \$ 22,542,658 | \$ 22,766,304 100.99% | \$ 223,646 |
| <u>Expenditures</u> | <u>2018 Original Budget</u> | <u>2018 Amended Budget</u> | <u>2018 Year-to-Date Budget</u> | <u>2018 Year-to-Date Actual</u> | <u>Var to Budget Surplus (Deficiency)</u> |
| General Government | \$ 3,107,447 | \$ 3,177,162 A | \$ 2,435,605 | \$ 2,317,507 E | \$ 118,098 |
| Public Safety | 17,296,241 | 17,348,342 A | 12,517,231 | 12,899,203 E | (381,972) |
| Public Works | 3,437,593 | 3,456,493 A | 2,335,057 | 2,116,062 | 218,995 |
| Health & Human Services | 710,345 | 710,345 | 515,678 | 521,148 | (5,470) |
| Culture & Recreation | 173,914 | 177,874 A | 129,541 | 172,271 E | (42,730) |
| Conservation and Development | 595,345 | 630,045 A | 438,667 | 392,588 E | 46,079 |
| Contingency & Unclassified | 1,487,500 | 1,425,500 | 46,204 | 2,327 E | 43,877 |
| Anticipated Underexpenditures | (413,320) | (413,320) | - | - | - |
| Transfers to Other Funds | 24,000 | 24,000 | 24,000 | 24,000 | - |
| Encumbrances | - | - | - | (78,057) | - |
| Total Expenditures | \$ 26,419,065 | \$ 26,536,441 | \$ 18,441,983 | \$ 18,367,049 99.59% | \$ (3,123) |
| Excess of revenue over (under) expenditures | (1,424,800) | (1,542,176) | <u>4,100,675</u> | 4,399,255 | <u>\$ 220,523</u> |
| Fund Balance, beginning of year | <u>6,587,511</u> | <u>6,587,511</u> | | <u>6,587,511</u> | |
| Fund Balance, end of period | <u>\$ 5,162,711</u> | <u>\$ 5,045,335</u> | | <u>\$ 10,986,766</u> | |

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

**City of Franklin
General Fund
Comparative Statement of Revenue
For the 9 months ended September 30, 2018**

| Revenue | 2018 Original Budget | 2018 Amended Budget | 2018 Year-to-Date Budget | 2018 Year-to-Date Actual | Var to Budget Surplus (Deficiency) |
|--|----------------------------|---------------------------|--------------------------------|--------------------------------|--|
| Property Taxes | \$ 16,918,049 | \$ 16,918,049 | \$ 16,864,052 | \$ 16,899,503 | \$ 35,451 |
| Other Taxes: | | | | | |
| Cable television franchise fees | 510,000 | 510,000 | 256,116 | 250,348 | (5,768) |
| Mobile Home | 23,500 | 23,500 | 17,625 | 14,070 | (3,555) |
| Room tax | 191,600 | 191,600 | 108,351 | 173,083 | 64,732 |
| Total Other taxes | <u>725,100</u> | <u>725,100</u> | <u>382,092</u> | <u>437,501</u> | <u>55,409</u> |
| Intergovernmental Revenue: | | | | | |
| State shared revenue | 418,934 | 418,934 | 73,612 | 65,007 | (8,605) |
| Expenditure restraint revenue | 162,254 | 162,254 | 161,970 | 162,254 | 284 |
| State computer aid | 220,000 | 220,000 | 220,000 | 222,663 | 2,663 |
| State transportation aids | 1,219,638 | 1,219,638 | 914,729 | 915,802 | 1,073 |
| Fire insurance dues | 137,500 | 137,500 | 137,500 | 151,565 | 14,065 |
| Other grants | 274,600 | 274,600 | 122,539 | 48,369 | (74,170) |
| Total Intergovernmental Revenue | <u>2,432,926</u> | <u>2,432,926</u> | <u>1,630,350</u> | <u>1,565,660</u> | <u>(64,690)</u> |
| Licenses & Permits: | | | | | |
| Licenses | 164,190 | 164,190 | 156,223 | 165,777 | 9,554 |
| Permits | 879,300 | 879,300 | 680,198 | 704,926 | 24,728 |
| | <u>1,043,490</u> | <u>1,043,490</u> | <u>836,421</u> | <u>870,703</u> | <u>34,282</u> |
| Law & Ordinance Violations: | | | | | |
| Fines, Forfeitures & Penalties | 500,000 | 500,000 | 392,879 | 373,948 | (18,931) |
| Public Charges for Services: | | | | | |
| Planning Related Fees | 53,500 | 53,500 | 39,144 | 80,764 | 41,620 |
| General Government | 9,200 | 9,200 | 7,270 | 6,828 | (442) |
| Architectural Board Review | 5,200 | 5,200 | 4,063 | 5,090 | 1,027 |
| Police & Related | 8,600 | 8,600 | 5,021 | 4,398 | (623) |
| Ambulance Services - ALS | 775,000 | 775,000 | 582,247 | 691,583 | 109,336 |
| Ambulance Services - BLS | 400,000 | 400,000 | 300,312 | 226,294 | (74,018) |
| Fire Safety Training | 1,000 | 1,000 | 629 | 3,755 | 3,126 |
| Fire Sprinkler Plan Review | 65,000 | 65,000 | 48,401 | 34,980 | (13,421) |
| Fire Inspections | 23,000 | 23,000 | 16,910 | 14,790 | (2,120) |
| Quarry Reimbursement | 44,600 | 44,600 | 27,307 | 17,400 | (9,907) |
| Weed Cutting | 9,000 | 9,000 | 4,845 | 3,375 | (1,470) |
| Engineering Fees | 14,000 | 14,000 | 11,174 | 99,004 | 87,830 |
| Public Works Fees | 15,000 | 15,000 | 6,961 | 36,282 | 29,321 |
| Weights & Measures | 7,600 | 7,600 | 834 | 8,576 | 7,742 |
| Landfill Operations - Siting | 189,000 | 189,000 | 141,750 | 61,986 | (79,764) |
| Landfill Operations - Emerald Park | 67,500 | 67,500 | 42,545 | 42,941 | 396 |
| Health Department | 118,150 | 118,150 | 40,447 | 9,943 | (30,504) |
| Total Public Charges for Services | <u>\$ 1,805,350</u> | <u>\$ 1,805,350</u> | <u>\$ 1,279,860</u> | <u>\$ 1,347,989</u> | <u>\$ 68,129</u> |

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

City of Franklin
General Fund
Comparative Statement of Revenue
For the 9 months ended September 30, 2018

| Revenue | 2018 Original Budget | 2018 Amended Budget | 2018 Year-to-Date Budget | 2018 Year-to-Date Actual | Var to Budget Surplus (Deficiency) |
|---|-------------------------------------|------------------------------------|---|---|---|
| Intergovernmental Charges: | | | | | |
| Milwaukee County - Paramedics | \$ 118,000 | \$ 118,000 | \$ 61,492 | \$ 80,988 | \$ 19,496 |
| School Liaison Officer | 78,500 | 78,500 | 33,301 | 46,933 | 13,632 |
| Total Intergovernmental Charges | 196,500 | 196,500 | 94,793 | 127,921 | 33,128 |
| Investment Income: | | | | | |
| Interest on Investments | 120,000 | 120,000 | 90,000 | 131,451 | 41,451 |
| Market Value Change on Investments | - | - | - | (49,230) | (49,230) |
| Interest - Tax Roll | 85,000 | 85,000 | 63,750 | 59,134 | (4,616) |
| Other Interest | - | - | - | 4,371 | 4,371 |
| Total Investment Income | 205,000 | 205,000 | 153,750 | 145,726 | (8,024) |
| Sale of Capital Assets | - | - | - | - | - |
| Miscellaneous Revenue: | | | | | |
| Rental of Property | 50,000 | 50,000 | 48,756 | 84,040 | 35,284 |
| Refunds/Reimbursements | 15,000 | 15,000 | 7,681 | 28,734 | 21,053 |
| Insurance Dividend | 40,000 | 40,000 | 40,000 | 88,144 | 48,144 |
| Other Revenue | 12,850 | 12,850 | 10,844 | 8,935 | (1,909) |
| Total Miscellaneous Revenue | 117,850 | 117,850 | 107,281 | 209,853 | 102,572 |
| Transfer from Other Funds: | | | | | |
| Capital Outlay Fund | - | - | - | - | - |
| Water Utility-Tax Equivalent | 1,050,000 | 1,050,000 | 801,180 | 787,500 | (13,680) |
| Total Transfers from Other Funds | 1,050,000 | 1,050,000 | 801,180 | 787,500 | (13,680) |
| Total Revenue | \$ 24,994,265 | \$ 24,994,265 | \$ 22,542,658 | \$ 22,766,304 | \$ 223,646 |
| | | | | 100.99% | |

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

City of Franklin
General Fund
Comparative Statement of Expenditures
For the 9 months ended September 30, 2018

| <u>Expenditures</u> | <u>2018 Original Budget</u> | <u>2018 Amended Budget</u> | <u>2018 Year-to-Date Budget</u> | <u>2018 Year-to-Date Actual</u> | <u>Var to Budget Surplus (Deficiency)</u> |
|--------------------------------------|-------------------------------------|------------------------------------|---|---|---|
| General Government: | | | | | |
| Mayor & Aldermen - Labor | \$ 65,891 | \$ 65,891 | \$ 50,685 | \$ 49,419 | \$ 1,266 |
| Mayor & Aldermen - Non-Personnel | 31,241 | 31,241 | 26,728 | 23,248 | 3,480 |
| Municipal Court - Labor | 193,929 | 193,929 | 149,176 | 138,041 | 11,135 |
| Municipal Court - Non-Personnel | 56,900 | 56,900 | 45,236 | 34,339 | 10,897 |
| City Clerk Labor | 320,183 | 320,183 | 246,452 | 229,766 | 16,686 |
| City Clerk - Non-Personnel | 27,200 | 27,200 | 20,505 | 19,998 | 507 |
| Elections - Labor | 58,480 | 58,480 | 43,553 | 33,390 | 10,163 |
| Elections - Non-Personnel | 10,700 | 10,700 | 8,915 | 6,999 | 1,916 |
| Information Services - Labor | 122,397 | 122,397 | 88,527 | 94,655 | (6,128) |
| Information Services - Non-Personnel | 361,489 | 388,439 A | 301,625 | 262,615 E | 39,010 |
| Administration - Labor | 297,298 | 297,298 | 213,449 | 227,414 | (13,965) |
| Administration - Non-Personnel | 137,415 | 179,415 A | 126,569 | 134,947 | (8,378) |
| Finance - Labor | 432,136 | 432,136 | 309,414 | 327,507 | (18,093) |
| Finance - Non-Personnel | 102,285 | 102,285 | 69,114 | 62,626 | 6,488 |
| Independent Audit | 30,000 | 30,000 | 29,171 | 24,255 | 4,916 |
| Assessor - Non-Personnel | 226,150 | 226,150 | 169,630 | 135,250 | 34,380 |
| Legal Services | 342,450 | 342,450 | 252,491 | 228,283 | 24,208 |
| Municipal Buildings - Labor | 90,543 | 90,543 | 59,794 | 72,847 | (13,053) |
| Municipal Buildings - Non-Personnel | 119,015 | 119,780 A | 81,283 | 75,772 E | 5,511 |
| Property/liability insurance | 81,745 | 81,745 | 143,288 | 136,136 | 7,152 |
| Total General Government | 3,107,447 | 3,177,162 | 2,435,605 | 2,317,507 | 118,098 |
| Public Safety: | | | | | |
| Police Department - Labor | 8,729,467 | 8,729,467 | 6,281,644 | 6,435,463 | (153,819) |
| Police Department - Non-Personnel | 1,145,420 | 1,197,497 A | 859,242 | 782,424 E | 76,818 |
| Fire Department - Labor | 5,808,682 | 5,808,682 | 4,197,533 | 4,511,670 | (314,137) |
| Fire Department - Non-Personnel | 461,560 | 461,560 | 339,002 | 329,485 | 9,517 |
| Public Fire Protection | 283,300 | 283,300 | 213,895 | 209,837 | 4,058 |
| Building Inspection - Labor | 830,662 | 830,662 | 598,266 | 610,042 | (11,776) |
| Building Inspection - Non-Personnel | 29,550 | 29,574 A | 20,049 | 12,682 E | 7,367 |
| Weights and Measures | 7,600 | 7,600 | 7,600 | 7,600 | - |
| Total Public Safety | 17,296,241 | 17,348,342 | 12,517,231 | 12,899,203 | (381,972) |
| Public Works: | | | | | |
| Engineering - Labor | 533,967 | 533,967 | 393,456 | 367,066 | 26,390 |
| Engineering - Non-Personnel | 28,700 | 28,700 | 19,596 | 12,640 | 6,956 |
| Highway - Labor | 1,732,456 | 1,732,456 | 1,247,541 | 1,211,631 | 35,910 |
| Highway - Non-Personnel | 788,620 | 807,520 A | 443,877 | 354,869 | 89,008 |
| Street Lighting | 344,800 | 344,800 | 223,919 | 166,976 | 56,943 |
| Weed Control | 9,050 | 9,050 | 6,668 | 2,880 | 3,788 |
| Total Public Works | \$ 3,437,593 | \$ 3,456,493 | \$ 2,335,057 | \$ 2,116,062 | \$ 218,995 |

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

City of Franklin
General Fund
Comparative Statement of Revenue, Expenses and Fund Balance
For the 9 months ended September 30, 2018

| Expenditures | 2018 Original Budget | 2018 Amended Budget | 2018 Year-to-Date Budget | 2018 Year-to-Date Actual | Var to Budget Surplus (Deficiency) |
|---|-------------------------------------|------------------------------------|---|---|---|
| Health & Human Services: | | | | | |
| Public Health - Labor | \$ 596,495 | \$ 596,495 | \$ 429,173 | \$ 440,657 | \$ (11,484) |
| Public Health - Non-Personnel | 73,250 | 73,250 | 52,305 | 59,798 | (7,493) |
| Animal Control | 40,600 | 40,600 A | 34,200 | 20,693 | 13,507 |
| Total Health & Human Services | 710,345 | 710,345 | 515,678 | 521,148 | (5,470) |
| Culture & Recreation: | | | | | |
| Senior Travel & Activities | 22,000 | 22,000 | 17,650 | 10,503 | 7,147 |
| Parks - Labor | 108,989 | 108,989 | 81,900 | 130,412 | (48,512) |
| Parks - Non-Personnel | 42,925 | 46,885 A | 29,991 | 31,356 | (1,365) |
| Total Culture & Recreation | 173,914 | 177,874 | 129,541 | 172,271 | (42,730) |
| Conservation & Development: | | | | | |
| Planning - Labor | 345,230 | 345,230 | 248,583 | 258,589 | (10,006) |
| Planning - Non-Personnel | 60,550 | 80,550 A | 55,006 | 31,144 | 23,862 |
| Economic Dev - Labor | 105,365 | 105,365 | 75,206 | 64,754 E | 10,452 |
| Economic Dev - Non-Personnel | 84,200 | 98,900 A | 59,872 | 38,101 E | 21,771 |
| Total Conservation & Development | 595,345 | 630,045 | 438,667 | 392,588 | 46,079 |
| Contingency & Unclassified: | | | | | |
| Restricted - other | 1,280,000 | 1,280,000 | - | - | - |
| Unrestricted | 125,000 | 63,000 A | 25,467 | 1,200 | 24,267 |
| Unclassified | 82,500 | 82,500 | 20,737 | 1,127 | 19,610 |
| Total Contingency & Unclassified | 1,487,500 | 1,425,500 | 46,204 | 2,327 | 43,877 |
| Anticipated Underexpenditures | (413,320) | (413,320) | - | - | - |
| Transfers to Other Funds: | | | | | |
| Capital Improvement Fund | - | - | - | - | - |
| Other Funds | 24,000 | 24,000 | 24,000 | 24,000 | - |
| Total Transfers to Other Funds | 24,000 | 24,000 | 24,000 | 24,000 | - |
| Total Expenditures | \$ 26,419,065 | \$ 26,536,441 | \$ 18,441,983 | \$ 18,445,106 | \$ (3,123) |
| Less Encumbrances | | | | (78,057) | |
| Net Expenditures | | | | \$ 18,367,049 | |
| % of YTD Budget | | | | 99.59% | |

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
General Fund
Balance Sheet**

| ASSETS | 9/30/2018 |
|--|-----------------------------|
| Cash & Investments | \$ 11,477,952 |
| Accounts & Taxes Receivable | 537,308 |
| Due from/Advances to Other Funds | 300,381 |
| Due from Other Governments | 47,147 |
| Prepaid Expenditures & Inventories | 11,998 |
| Total Assets | <u>\$ 12,374,786</u> |
| | |
| LIABILITIES | |
| Accounts Payable | \$ 466,238 |
| Accrued Liabilities | 701,550 |
| Due to Other Funds & Governments | 111,268 |
| Special Deposits | 60,102 |
| Unearned Revenue | 48,862 |
| Total Liabilities | <u>1,388,020</u> |
| | |
| FUND BALANCES | |
| Nonspendable - Inventories, Prepaids, Advances, Assigned | 312,379 |
| Unassigned | <u>10,674,387</u> |
| Total Fund Balances | 10,986,766 |
| Total Liabilities & Fund Balances | <u>\$ 12,374,786</u> |

City of Franklin
Debt Service Funds
Balance Sheet
September 30, 2018 and 2017

| | 2018 | 2018 | 2018 | 2017 | 2017 | 2017 |
|--|-------------------|-------------------|---------------------|-------------------|----------------|-------------------|
| | Special | Debt | | Special | Debt | |
| <u>Assets</u> | <u>Assessment</u> | <u>Service</u> | <u>Total</u> | <u>Assessment</u> | <u>Service</u> | <u>Total</u> |
| Cash and investments | \$ 677,545 | \$ 267,085 | \$ 944,630 | \$ 637,758 | \$ - | \$ 637,758 |
| Special assessment receivable | 83,018 | - | 83,018 | 130,308 | - | 130,308 |
| Total Assets | \$ 760,563 | \$ 267,085 | \$ 1,027,648 | \$ 768,066 | \$ - | \$ 768,066 |
| <u>Liabilities and Fund Balance</u> | | | | | | |
| Unearned & unavailable revenue | \$ 83,018 | \$ - | \$ 83,018 | \$ 130,308 | \$ - | \$ 130,308 |
| Unassigned fund balance | 677,545 | 267,085 | 944,630 | 637,758 | - | 637,758 |
| Total Liabilities and Fund Balance | \$ 760,563 | \$ 267,085 | \$ 1,027,648 | \$ 768,066 | \$ - | \$ 768,066 |

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017

| | 2018 | 2018 | 2018 | 2018 | 2017 | 2017 | 2017 |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|------------------|-------------------|
| | Special | Debt | Year-to-Date | Amended | Special | Debt | Year-to-Date |
| <u>Revenue</u> | <u>Assessment</u> | <u>Service</u> | <u>Actual</u> | <u>Budget</u> | <u>Assessment</u> | <u>Service</u> | <u>Actual</u> |
| Property Taxes | \$ - | \$ 1,300,000 | \$ 1,300,000 | \$ 1,300,000 | \$ - | \$ 1,300,000 | \$ 1,300,000 |
| Special Assessments | 51,449 | - | 51,449 | - | 65,933 | - | 65,933 |
| Investment Income | 2,145 | 2,658 | 4,803 | - | 5,408 | 735 | 6,143 |
| Total Revenue | 53,594 | 1,302,658 | 1,356,252 | 1,300,000 | 71,341 | 1,300,735 | 1,372,076 |
| Expenditures: | | | | | | | |
| Debt Service: | | | | | | | |
| Principal | - | 1,330,000 | 1,330,000 | 1,330,000 | - | 1,355,000 | 1,355,000 |
| Interest | - | 148,898 | 148,898 | 481,613 | - | 144,613 | 144,613 |
| Total expenditures | - | 1,478,898 | 1,478,898 | 1,811,613 | - | 1,499,613 | 1,499,613 |
| Transfers in | - | 392,254 | 392,254 | 328,644 | - | 114,370 | 114,370 |
| Transfers out | (60,000) | - | (60,000) | - | (373) | - | (373) |
| Net change in fund balances | (6,406) | 216,014 | 209,608 | (182,969) | 70,968 | (84,508) | (13,540) |
| Fund balance, beginning of year | 683,951 | 51,071 | 735,022 | 735,022 | 566,790 | 84,508 | 651,298 |
| Fund balance, end of period | \$ 677,545 | \$ 267,085 | \$ 944,630 | \$ 552,053 | \$ 637,758 | \$ - | \$ 637,758 |

**City of Franklin
Consolidating TID Funds
Balance Sheet
September 30, 2018**

| | <u>TID 3</u> | <u>TID 4</u> | <u>TID 5</u> | <u>Total</u> |
|---|---------------------|---------------------|----------------------|----------------------|
| Assets | | | | |
| Cash & investments | \$ 1,965,672 | \$ 3,556,431 | \$ 14,458,973 | \$ 19,981,076 |
| Total Assets | <u>\$ 1,965,672</u> | <u>\$ 3,556,431</u> | <u>\$ 14,458,973</u> | <u>\$ 19,981,076</u> |
| Liabilities and Fund Balance | | | | |
| Accounts payable | \$ - | \$ 75,496 | \$ - | \$ 75,496 |
| Accrued liabilities | 1,323,600 | - | - | 1,323,600 |
| Due to Other Funds | - | - | 29,695 | 29,695 |
| Interfund advance from Development Fund | - | - | 75,000 | 75,000 |
| Total Liabilities | <u>1,323,600</u> | <u>75,496</u> | <u>104,695</u> | <u>1,503,791</u> |
| Assigned fund balance | <u>642,072</u> | <u>3,480,935</u> | <u>14,354,278</u> | <u>18,477,285</u> |
| Total Liabilities and Fund Balance | <u>\$ 1,965,672</u> | <u>\$ 3,556,431</u> | <u>\$ 14,458,973</u> | <u>\$ 19,981,076</u> |

**Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018**

| | <u>TID 3</u> | <u>TID 4</u> | <u>TID 5</u> | <u>Total</u> |
|---|-------------------|---------------------|----------------------|----------------------|
| Revenue | | | | |
| General property tax levy | \$ 1,381,191 | \$ 1,059,413 | \$ 30,500 | \$ 2,471,104 |
| Payment in Lieu of Taxes | - | 132,871 | - | 132,871 |
| State exempt computer aid | 464,931 | 16,195 | - | 481,126 |
| Investment income | 22,162 | 29,268 | 121,006 | 172,436 |
| Bond proceeds | - | - | 23,386,959 | 23,386,959 |
| Total revenue | <u>1,868,284</u> | <u>1,237,747</u> | <u>23,538,465</u> | <u>26,644,496</u> |
| Expenditures | | | | |
| Transfer to other funds | - | - | - | - |
| Debt service principal | 985,000 | - | - | 985,000 |
| Debt service interest & fees | 15,010 | - | 337,663 | 352,673 |
| Administrative expenses | 30,933 | 5,984 | 36,345 | 73,262 |
| Professional Services | - | 212,894 | 63,223 | 276,117 |
| Interfund interest | 148 | - | - | 148 |
| Capital outlays | 30,711 | 1,201,850 | 8,625,675 | 9,858,236 |
| Development incentive & obligation paymer | 109,000 | - | 49,685 | 158,685 |
| Encumbrances | <u>(29,713)</u> | <u>(1,257,917)</u> | <u>(27,279)</u> | <u>(1,314,909)</u> |
| Total expenditures | <u>1,141,089</u> | <u>162,811</u> | <u>9,085,312</u> | <u>10,389,212</u> |
| Revenue over (under) expenditures | 727,195 | 1,074,936 | 14,453,153 | 16,255,284 |
| Fund balance, beginning of year | <u>(85,123)</u> | <u>2,405,999</u> | <u>(98,875)</u> | <u>2,222,001</u> |
| Fund balance, end of period | <u>\$ 642,072</u> | <u>\$ 3,480,935</u> | <u>\$ 14,354,278</u> | <u>\$ 18,477,285</u> |

City of Franklin
Tax Increment Financing District #3
Balance Sheet
September 30, 2018 and 2017

| <u>Assets</u> | <u>2018</u> | <u>2017</u> |
|---|---------------------|---------------------|
| Cash & investments | \$ 1,965,672 | \$ 1,839,758 |
| Total Assets | <u>\$ 1,965,672</u> | <u>\$ 1,839,758</u> |
| | | |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ - | \$ 498 |
| Accrued liabilities | 1,323,600 | - |
| Interfund advance from Development Fund | - | 550,000 |
| Total Liabilities | <u>1,323,600</u> | <u>550,498</u> |
| Assigned fund balance | <u>642,072</u> | <u>1,289,260</u> |
| Total Liabilities and Fund Balance | <u>\$ 1,965,672</u> | <u>\$ 1,839,758</u> |

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017

| | <u>2018</u> | <u>2018</u> | <u>2018</u> | <u>2018</u> | <u>2017</u> |
|---|-------------------|---------------------|--------------------|-------------------|---------------------|
| | Annual | Amended | Year-to-Date | Year-to-Date | Year-to-Date |
| | Budget | Budget | Budget | Actual | Actual |
| Revenue | | | | | |
| General property tax levy | \$ 1,384,100 | \$ 1,384,100 | \$ 1,384,100 | \$ 1,381,191 | \$ 1,253,575 |
| State exempt computer aid | 584,400 | 584,400 | 584,400 | 464,931 | 458,196 |
| Investment income | 5,000 | 5,000 | 4,098 | 22,162 | 17,408 |
| Bond proceeds | 5,100,000 | 5,100,000 | 3,825,000 | - | - |
| Transfer from other funds | - | - | - | - | - |
| Total revenue | <u>7,073,500</u> | <u>7,073,500</u> | <u>5,797,598</u> | <u>1,868,284</u> | <u>1,729,179</u> |
| | | | | | |
| Expenditures | | | | | |
| Transfer to other funds | - | - | - | - | - |
| Debt service principal | 985,000 | 985,000 | 985,000 | 985,000 | 1,675,000 |
| Debt service interest & fees | 182,575 | 182,575 | 160,742 | 15,010 | 54,902 |
| Administrative expenses | 12,870 | 38,370 | 28,533 | 30,933 | 10,064 |
| Interfund interest | 1,634 | 1,634 | 1,269 | 148 | 14,398 |
| Capital outlays | - | 1,353,313 | 907,385 | 1,354,311 | 1,383,323 |
| Development incentive & obligation payments | 5,000,000 | 5,000,000 | 3,750,000 | 109,000 | - |
| Encumbrances | - | - | - | (1,353,313) | (1,356,363) |
| Total expenditures | <u>6,182,079</u> | <u>7,560,892</u> | <u>5,832,929</u> | <u>1,141,089</u> | <u>1,781,324</u> |
| Revenue over (under) expenditures | 891,421 | (487,392) | <u>\$ (35,331)</u> | 727,195 | (52,145) |
| Fund balance, beginning of year | <u>(85,123)</u> | <u>(85,123)</u> | | <u>(85,123)</u> | <u>1,341,405</u> |
| Fund balance, end of period | <u>\$ 806,298</u> | <u>\$ (572,515)</u> | | <u>\$ 642,072</u> | <u>\$ 1,289,260</u> |

City of Franklin
Tax Increment Financing District #4
Balance Sheet
September 30, 2018 and 2017

| <u>Assets</u> | 2018 | 2017 |
|--|----------------------------|----------------------------|
| Cash & investments | \$ 3,556,431 | \$ 2,418,104 |
| Taxes receivable | - | - |
| Total Assets | <u>\$ 3,556,431</u> | <u>\$ 2,418,104</u> |
| | | |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ 75,496 | \$ 9,524 |
| Unearned revenue | - | - |
| Total Liabilities | <u>75,496</u> | <u>9,524</u> |
| Assigned fund balance | 3,480,935 | 2,408,580 |
| Total Liabilities and Fund Balance | <u>\$ 3,556,431</u> | <u>\$ 2,418,104</u> |

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017

| | 2018 Annual Budget | 2018 Amended Budget | 2018 Year-to-Date Budget | 2018 Year-to-Date Actual | 2017 Year-to-Date Actual |
|------------------------------------|-----------------------------------|------------------------------------|---|---|---|
| Revenue | | | | | |
| General property tax levy | \$ 1,061,600 | \$ 1,061,600 | \$ 1,061,600 | \$ 1,059,413 | \$ 1,013,892 |
| Payment in Lieu of Taxes | 90,000 | 90,000 | 90,000 | 132,871 | 148,173 |
| State exempt computer aid | 14,700 | 14,700 | 14,700 | 16,195 | 15,960 |
| Investment income | 15,000 | 15,000 | 11,250 | 29,268 | 17,854 |
| Bond proceeds | 10,000,000 | 10,000,000 | 7,500,000 | - | - |
| Total revenue | <u>11,181,300</u> | <u>11,181,300</u> | <u>8,677,550</u> | <u>1,237,747</u> | <u>1,195,879</u> |
| | | | | | |
| Expenditures | | | | | |
| Debt service interest & fees | 125,350 | 125,350 | 94,012 | - | - |
| Administrative expenses | 10,650 | 10,650 | 7,988 | 5,984 | 7,929 |
| Professional services | 104,500 | 155,693 | 78,375 | 212,894 | 74,500 |
| Capital outlay | 12,000,000 | 12,000,000 | 9,000,000 | 1,201,850 | - |
| Development incentive/grant | 980,000 | 980,000 | 735,000 | - | - |
| Encumbrances | - | - | - | (1,257,917) | (52,848) |
| Total expenditures | <u>13,220,500</u> | <u>13,271,693</u> | <u>9,915,375</u> | <u>162,811</u> | <u>29,581</u> |
| Revenue over (under) expenditures | (2,039,200) | (2,090,393) | <u>\$ (1,237,825)</u> | 1,074,936 | 1,166,298 |
| Fund balance, beginning of year | 2,405,999 | 2,405,999 | | 2,405,999 | 1,242,282 |
| Fund balance, end of period | <u>\$ 366,799</u> | <u>\$ 315,606</u> | | <u>\$ 3,480,935</u> | <u>\$ 2,408,580</u> |

City of Franklin
Tax Increment Financing District #5
Balance Sheet
September 30, 2018 and 2017

| <u>Assets</u> | 2018 | 2017 |
|-------------------------------------|----------------------|-----------------|
| Cash & investments | \$ 14,458,973 | \$ 7,199 |
| Taxes receivable | - | - |
| Total Assets | <u>\$ 14,458,973</u> | <u>\$ 7,199</u> |
| | | |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ - | \$ - |
| Due to other funds | 29,695 | 74,695 |
| Advances from other funds | 75,000 | - |
| Unearned revenue | - | - |
| Total Liabilities | <u>104,695</u> | <u>74,695</u> |
| Fund balance | 14,354,278 | (67,496) |
| Total Liabilities and Fund Balance | <u>\$ 14,458,973</u> | <u>\$ 7,199</u> |

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017

| | 2018 Annual Budget | 2018 Amended Budget | 2018 Year-to-Date Budget | 2018 Year-to-Date Actual | 2017 Year-to-Date Actual |
|-----------------------------------|--------------------------|---------------------------|--------------------------------|--------------------------------|--------------------------------|
| Revenue | | | | | |
| General property tax levy | \$ 30,100 | \$ 30,100 | \$ 22,575 | \$ 30,500 | \$ - |
| State exempt computer aid | 300 | 300 | 225 | - | - |
| Investment income | - | - | - | 121,006 | - |
| Bond proceeds | 18,600,000 | 18,600,000 | 13,950,000 | 23,386,959 | - |
| Transfer from other funds | - | - | - | - | - |
| Total revenue | <u>18,630,400</u> | <u>18,630,400</u> | <u>13,972,800</u> | <u>23,538,465</u> | <u>-</u> |
| | | | | | |
| Expenditures | | | | | |
| Debt service interest & fees | 534,163 | 534,163 | 209,512 | 337,663 | - |
| Administrative expenses | 22,050 | 22,050 | 16,538 | 36,345 | 15,650 |
| Professional services | 50,000 | 78,741 | 59,056 | 63,223 | 27,148 |
| Capital outlay | 9,342,875 | 9,342,875 | 7,007,156 | 8,625,675 | - |
| Land improvements | 3,010,000 | 3,010,000 | 2,257,500 | - | - |
| Development incentive/grant | - | - | - | 49,685 | - |
| Contingency | 5,160,507 | 5,160,507 | 3,870,380 | - | - |
| Encumbrances | - | - | - | (27,279) | (27,148) |
| Total expenditures | <u>18,119,595</u> | <u>18,148,336</u> | <u>13,420,142</u> | <u>9,085,312</u> | <u>15,650</u> |
| Revenue over (under) expenditures | 510,805 | 482,064 | <u>\$ 552,658</u> | 14,453,153 | (15,650) |
| Fund balance, beginning of year | <u>(98,875)</u> | <u>(98,875)</u> | | <u>(98,875)</u> | <u>(51,846)</u> |
| Fund balance, end of period | <u>\$ 411,930</u> | <u>\$ 383,189</u> | | <u>\$ 14,354,278</u> | <u>\$ (67,496)</u> |

**City of Franklin
Library Fund
Balance Sheet
September 30, 2018 and 2017**

| Assets | Operating | | Restricted | |
|---|-------------------|-------------------|-------------------|-------------------|
| | 2018 | 2017 | 2018 | 2017 |
| Cash and investments | \$ 781,197 | \$ 703,368 | \$ 159,520 | \$ 139,585 |
| Accrued receivables | 68,068 | - | - | - |
| Prepaid expenses | - | - | - | 650 |
| Total Assets | \$ 849,265 | \$ 703,368 | \$ 159,520 | \$ 140,235 |
| Liabilities and Fund Balance | | | | |
| Accounts payable | \$ 13,716 | \$ 22,553 | \$ 1,970 | \$ 1,291 |
| Accrued salaries & wages | 22,352 | 23,020 | - | - |
| Nonspendable fund balance | - | - | - | 650 |
| Assigned fund balance | 813,197 | 657,795 | 157,550 | 138,294 |
| Total Liabilities and Fund Balance | \$ 849,265 | \$ 703,368 | \$ 159,520 | \$ 140,235 |

**Statement of Revenue, Expenses and Fund Balance - Operating Fund
For the Nine months ended September 30, 2018 and 2017**

| | 2018 Annual Budget | 2018 Amended Budget | 2018 Year-to-Date Budget | 2018 Year-to-Date Actual | 2017 Year-to-Date Actual |
|------------------------------------|-----------------------------------|------------------------------------|---|---|---|
| Revenue | | | | | |
| Property taxes | \$ 1,303,200 | \$ 1,303,200 | \$ 1,303,200 | \$ 1,303,200 | \$ 1,296,600 |
| Reciprocal borrowing (restricted) | 75,000 | 75,000 | 24,774 | 68,526 | - |
| Investment income | 8,500 | 8,500 | 6,375 | 10,642 | 6,975 |
| Transfers in | - | - | - | - | - |
| Total Revenue | 1,386,700 | 1,386,700 | 1,334,349 | 1,382,368 | 1,303,575 |
| Expenditures: | | | | | |
| Salaries and benefits | 933,295 | 933,295 | 672,051 | 681,361 | 671,877 |
| Contractual services | 15,500 | 15,500 | 14,076 | 11,371 | 12,283 |
| Supplies | 27,775 | 27,775 | 19,500 | 23,902 | 25,151 |
| Services and charges | 65,260 | 65,260 | 52,852 | 59,017 | 51,881 |
| Contingency | - | 10,000 | 7,500 | 2,000 | - |
| Facility charges | 252,088 | 263,088 | 190,997 | 167,525 | 174,988 |
| Capital outlay | 92,782 | 96,782 | 71,249 | 74,295 | 80,971 |
| Capital outlay (restricted) | - | - | - | - | - |
| Total Library Costs | 1,386,700 | 1,411,700 | 1,028,225 | 1,019,471 | 1,017,151 |
| Total expenditures | 1,386,700 | 1,411,700 | 1,028,225 | 1,019,471 | 1,017,151 |
| Revenue over (under) expenditures | - | (25,000) | <u>306,124</u> | 362,897 | 286,424 |
| Fund balance, beginning of year | 450,300 | 450,300 | | 450,300 | 371,371 |
| Fund balance, end of period | \$ 450,300 | \$ 425,300 | | \$ 813,197 | \$ 657,795 |

**City of Franklin
Solid Waste Collection Fund
Balance Sheet
September 30, 2018 and 2017**

| <u>Assets</u> | <u>2018</u> | <u>2017</u> |
|---|--------------------------|--------------------------|
| Cash and investments | \$ 910,762 | \$ 862,323 |
| Accrued Receivables | 44 | 233 |
| Total Assets | <u><u>\$ 910,806</u></u> | <u><u>\$ 862,556</u></u> |
| | | |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ 125 | \$ 129,668 |
| Accrued salaries & wages | 430 | - |
| Restricted fund balance | 910,251 | 732,888 |
| Total Liabilities and Fund Balance | <u><u>\$ 910,806</u></u> | <u><u>\$ 862,556</u></u> |

**Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017**

| <u>Revenue</u> | <u>2018 Adopted Budget</u> | <u>2018 YTD Budget</u> | <u>2018 Year-to-Date Actual</u> | <u>2017 Year-to-Date Actual</u> |
|--|------------------------------------|--------------------------------|---|---|
| Grants | \$ 68,800 | 68,800 | \$ 68,984 | \$ 68,838 |
| User Fees | 1,211,000 | 1,210,339 | 1,211,405 | 1,210,068 |
| Landfill Operations-tippage | 350,000 | 238,015 | 239,135 | 232,127 |
| Investment Income | 7,500 | 6,312 | 10,902 | 7,745 |
| Sale of Recyclables | - | - | 1,044 | 28 |
| Total Revenue | <u>1,637,300</u> | <u>1,523,466</u> | <u>1,531,470</u> | <u>1,518,806</u> |
| | | | | |
| Expenditures: | | | | |
| Personal Services | 14,783 | 10,743 | 11,097 | 11,582 |
| Refuse Collection | 679,500 | 507,186 | 462,151 | 506,278 |
| Recycling Collection | 362,800 | 270,882 | 256,692 | 276,860 |
| Leaf & Brush Pickups | 60,000 | 45,000 | 20,000 | 18,086 |
| Tippage Fees | 455,300 | 341,475 | 263,671 | 302,081 |
| Miscellaneous | 3,500 | 2,625 | 1,285 | 1,914 |
| Printing | 1,800 | 1,350 | - | - |
| Total expenditures | <u>1,577,683</u> | <u>1,179,261</u> | <u>1,014,896</u> | <u>1,116,801</u> |
| Revenue over (under) expenditures | 59,617 | <u>344,205</u> | 516,574 | 402,005 |
| Fund balance, beginning of year | <u>393,677</u> | | <u>393,677</u> | <u>330,883</u> |
| Fund balance, end of period | <u><u>\$ 453,294</u></u> | | <u><u>\$ 910,251</u></u> | <u><u>\$ 732,888</u></u> |

**City of Franklin
Capital Outlay Fund
Balance Sheet
September 30, 2018 and 2017**

| <u>Assets</u> | <u>2018</u> | <u>2017</u> |
|---|-------------------|-------------------|
| Cash and investments | \$ 529,363 | \$ 419,470 |
| Total Assets | \$ 529,363 | \$ 419,470 |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ 10,007 | \$ 79,527 |
| Encumbrance | 99,905 | 78,100 |
| Assigned fund balance | 419,452 | 261,843 |
| Total Liabilities and Fund Balance | \$ 529,364 | \$ 419,470 |

**Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017**

| | <u>2018</u> <u>Original</u> <u>Budget</u> | <u>2018</u> <u>Amended</u> <u>Budget</u> | <u>2018</u> <u>Year-to-Date</u> <u>Budget</u> | <u>2018</u> <u>Year-to-Date</u> <u>Actual *</u> | <u>2017</u> <u>Year-to-Date</u> <u>Actual</u> |
|-----------------------------------|---|--|---|---|---|
| Revenue | | | | | |
| Property Taxes | \$ 450,500 | \$ 450,500 | \$ 450,500 | \$ 450,500 | \$ 444,300 |
| Grants | - | - | - | 2,021 | 5,050 |
| Landfill Siting | 147,000 | 147,000 | 137,380 | 135,200 | 106,300 |
| Investment Income | 6,000 | 6,000 | 4,500 | 4,959 | 4,413 |
| Miscellaneous Revenue | 39,000 | 39,000 | 20,700 | 22,070 | 53,390 |
| Transfers from Other Funds | - | 134,138 | 100,604 | 101,000 | - |
| Total Revenue | 642,500 | 776,638 | 713,684 | 715,750 | 613,453 |
| Expenditures: | | | | | |
| General Government | 132,762 | 241,247 | 161,694 | 97,420 | 119,259 |
| Public Safety | 431,508 | 582,841 | 487,910 | 477,318 | 497,381 |
| Public Works | 55,062 | 81,752 | 60,609 | 53,666 | 31,871 |
| Health and Human Services | 6,582 | 6,582 | 4,936 | 3,563 | - |
| Culture and Recreation | 4,000 | 13,250 | 8,371 | 9,828 | 13,453 |
| Conservation and Development | 1,682 | 1,682 | 1,261 | 1,018 | 1,618 |
| Contingency | 50,000 | 27,750 | 20,813 | 6,525 | - |
| Transfers to Other Funds | - | - | - | - | 26,950 |
| Total expenditures | 681,596 | 955,104 | 745,594 | 649,338 | 690,532 |
| Revenue over (under) expenditures | (39,096) | (178,466) | (31,910) | 66,412 | (77,079) |
| Fund balance, beginning of year | 353,040 | 353,040 | | 353,040 | 338,922 |
| Fund balance, end of period | \$ 313,944 | \$ 174,574 | | \$ 419,452 | \$ 261,843 |

* Amount shown is actual expenditures plus encumbrance

**City of Franklin
Equipment Replacement Fund
Balance Sheet
September 30, 2018 and 2017**

| <u>Assets</u> | <u>2018</u> | <u>2017</u> |
|---|---------------------|---------------------|
| Cash and investments | \$ 2,784,253 | \$ 2,350,928 |
| Total Assets | \$ 2,784,253 | \$ 2,350,928 |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ 10,689 | \$ - |
| Encumbrance | 236,256 | 88,644 |
| Assigned fund balance | 2,537,308 | 2,262,284 |
| Total Liabilities and Fund Balance | \$ 2,784,253 | \$ 2,350,928 |

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017**

| | <u>2018</u> <u>Original</u> <u>Budget</u> | <u>2018</u> <u>Amended</u> <u>Budget</u> | <u>2018</u> <u>Year-to-Date</u> <u>Budget</u> | <u>2018</u> <u>Year-to-Date</u> <u>Actual *</u> | <u>2017</u> <u>Year-to-Date</u> <u>Actual</u> |
|-----------------------------------|---|--|---|---|---|
| Revenue: | | | | | |
| Property Taxes | \$ 350,000 | \$ 350,000 | \$350,000 | \$ 350,000 | \$ 348,300 |
| Landfill | 200,000 | 200,000 | 186,401 | 184,000 | 144,800 |
| Investment Income | 29,000 | 29,000 | 21,750 | 6,848 | 24,899 |
| Property Sales | 7,500 | 7,500 | 5,579 | 19,231 | 28,201 |
| Total revenue | 586,500 | 586,500 | 563,730 | 560,079 | 546,200 |
| Expenditures: | | | | | |
| Public Safety | 44,754 | 88,754 | 63,565 | 84,162 | 237,358 |
| Public Works | 251,000 | 251,000 | 188,101 | 250,424 | 417,561 |
| Total expenditures | 295,754 | 339,754 | 251,666 | 334,586 | 654,919 |
| Revenue over (under) expenditures | 290,746 | 246,746 | 312,064 | 225,493 | (108,719) |
| Fund balance, beginning of year | 2,311,815 | 2,311,815 | | 2,311,815 | 2,371,003 |
| Fund balance, end of period | \$ 2,602,561 | \$ 2,558,561 | | \$ 2,537,308 | \$ 2,262,284 |

* Amount shown is actual expenditures plus emcumbrance

**City of Franklin
Street Improvement Fund
Balance Sheet
September 30, 2018 and 2017**

| <u>Assets</u> | <u>2018</u> | <u>2017</u> |
|---|-------------------|---------------------|
| Cash and investments | \$ 297,924 | \$ 1,049,189 |
| Total Assets | \$ 297,924 | \$ 1,049,189 |
| | | |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ 2,917 | \$ 723,187 |
| Encumbrances | 75,151 | - |
| Assigned fund balance | 219,856 | 326,002 |
| Total Liabilities and Fund Balance | \$ 297,924 | \$ 1,049,189 |

**Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017**

| | <u>2018 Original Budget</u> | <u>2018 Year-to-Date Totals</u> | <u>2017 Year-to-Date Totals</u> |
|--|-------------------------------------|---|---|
| Revenue: | | | |
| Property Taxes | \$ 714,700 | \$ 714,700 | \$ 704,900 |
| Landfill Siting | 133,000 | 113,800 | 96,400 |
| Investment Income | 2,500 | 8,134 | 5,875 |
| Local Road Improvement Aids | 75,000 | - | - |
| Refunds and Reimbursements | - | - | - |
| Total revenue | 925,200 | 836,634 | 807,175 |
| | | | |
| Expenditures: | | | |
| Street Reconstruction Program - Current Year | 920,000 | 903,044 | 738,501 |
| Revenue over (under) expenditures | 5,200 | (66,410) | 68,674 |
| Fund balance, beginning of year | 286,266 | 286,266 | 257,328 |
| Fund balance, end of period | \$ 291,466 | \$ 219,856 | \$ 326,002 |

City of Franklin
Capital Improvement Fund
Balance Sheet
September 30, 2018 and 2017

| <u>Assets</u> | 2018 | 2017 |
|--|----------------------------|----------------------------|
| Cash and investments | \$ 3,417,687 | \$ 2,737,975 |
| Accrued receivables | 847 | 847 |
| Total Assets | <u>\$ 3,418,534</u> | <u>\$ 2,738,822</u> |
| | | |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ 7,833 | \$ 335,162 |
| Escrow Balances Due | 78,915 | 90,000 |
| Fund Balance - Encumbrance | 549,850 | 845,789 |
| Assigned fund balance | 2,781,936 | 1,467,871 |
| Total Liabilities and Fund Balance | <u>\$ 3,418,534</u> | <u>\$ 2,738,822</u> |

Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017

| | 2018 | 2018 | 2018 | 2017 |
|------------------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| | Original | Amended | Year-to-Date | Year-to-Date |
| | Budget | Budget | Totals | Totals |
| Revenue: | | | | |
| Block Grants | \$ - | \$ - | \$ - | \$ - |
| Other Grants | - | 638,000 | - | - |
| Landfill Siting | 276,000 | 276,000 | 93,394 | 144,319 |
| Transfers from Other Funds | 15,529,251 | 15,529,251 | - | - |
| Transfers from Impact Fees | 1,552,928 | 1,552,928 | 16,015 | - |
| Transfers from Connection Fees | 1,000,000 | 1,000,000 | - | - |
| Bond Proceeds | 5,600,000 | 5,600,000 | - | - |
| Donations | 150,000 | 150,000 | 11,085 | - |
| Refunds & Reimbursements | - | - | - | 97,480 |
| Investment Income | 5,000 | 5,000 | 21,805 | 27,025 |
| Total revenue | <u>24,113,179</u> | <u>24,751,179</u> | <u>142,299</u> | <u>268,824</u> |
| | | | | |
| Expenditures: | | | | |
| General Government | 1,925,000 | 1,925,000 | 12,339 | 39,123 |
| Public Safety | 291,250 | 429,946 | 112,069 | 274,867 |
| Public Works | 14,928,746 | 16,117,070 | 581,763 | 1,145,800 |
| Culture and Recreation | 1,443,445 | 1,443,445 | 345,601 | 55,351 |
| Sewer & Water | 4,869,500 | 4,869,500 | - | - |
| Contingency | 2,296,376 | 2,279,076 | 3,084 | 3,084 |
| Bond/Note Issuance Cost | 98,000 | 98,000 | - | - |
| Transfers to Other Funds | - | 101,000 | 101,000 | - |
| Total expenditures | <u>25,852,317</u> | <u>27,263,037</u> | <u>1,155,856</u> | <u>1,518,225</u> |
| Revenue over (under) expenditures | (1,739,138) | (2,511,858) | (1,013,557) | (1,249,401) |
| Fund balance, beginning of year | 3,795,493 | 3,795,493 | 3,795,493 | 2,717,272 |
| Fund balance, end of period | <u>\$ 2,056,355</u> | <u>\$ 1,283,635</u> | <u>\$ 2,781,936</u> | <u>\$ 1,467,871</u> |

**City of Franklin
Development Fund
Balance Sheet
September 30, 2018 and 2017**

| <u>Assets</u> | <u>2018</u> | <u>2017</u> |
|---|---------------------|---------------------|
| Cash and investments | \$ 5,340,936 | \$ 3,946,445 |
| Due From TID 3 | - | 275,000 |
| Total Assets | \$ 5,340,936 | \$ 4,221,445 |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ - | \$ - |
| Payable to Developers- Oversizing | 59,799 | 79,732 |
| Non-Spendable Fund Balance - Advances | - | 275,000 |
| Encumbrance | 3,321 | 3,321 |
| Assigned fund balance | 5,277,816 | 3,863,392 |
| Total Fund Balance | 5,277,816 | 4,138,392 |
| Total Liabilities and Fund Balance | \$ 5,340,936 | \$ 4,221,445 |

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017**

| | <u>2018 Original Budget</u> | <u>2018 Year-to-Date Budget</u> | <u>2018 Year-to-Date Actual</u> | <u>2017 Year-to-Date Actual</u> |
|---|-------------------------------------|---|---|---|
| Revenue: | | | | |
| Impact Fee: Parks | \$ 192,000 | \$ 160,364 | \$ 503,205 | \$ 57,078 |
| Southwest Sewer Service Area | 122,440 | 95,231 | 4,689 | - |
| Administration | 4,125 | 3,529 | 12,045 | 2,530 |
| Water | 185,000 | 148,586 | 524,049 | 108,853 |
| Transportation | 8,400 | 6,915 | 34,731 | 18,954 |
| Fire Protection | 32,250 | 26,739 | 80,264 | 16,614 |
| Law Enforcement | 55,930 | 46,323 | 147,141 | 30,497 |
| Library | 43,950 | 36,610 | 138,655 | 16,614 |
| Total Impact Fees | 644,095 | 524,297 | 1,444,779 | 251,140 |
| Investment Income | 43,750 | 32,813 | 18,054 | 38,474 |
| Intfund Interest Income | 817 | 613 | 74 | 7,199 |
| Total revenue | 688,662 | 557,723 | 1,462,907 | 296,813 |
| Expenditures: | | | | |
| Other Professional Services | 10,000 | 13,321 | 3,321 | 3,321 |
| Transfer to Debt Service: | | | | |
| Law Enforcement | 205,000 | 205,000 | 130,220 | 34,654 |
| Fire | 43,100 | 43,100 | 45,226 | 43,006 |
| Transportation | 73,250 | 73,250 | 43,541 | 11,024 |
| Library | 133,100 | 133,100 | 113,267 | 25,313 |
| Total Transfers to Debt Service | 454,450 | 454,450 | 332,254 | 113,997 |
| Transfer to Capital Improvement Fund: | | | | |
| Park | 1,572,350 | 560,807 | 16,015 | - |
| Total Transfers to Capital Improve | 1,572,350 | 560,807 | 16,015 | - |
| Sewer Fees | 500,000 | - | - | - |
| Water Fees | 500,000 | - | - | 99,665 |
| Total expenditures | 3,036,800 | 1,028,578 | 351,590 | 216,983 |
| Revenue over (under) expenditures | (2,348,138) | (470,855) | 1,111,317 | 79,830 |
| Fund balance, beginning of year | 4,166,499 | | 4,166,499 | 4,058,562 |
| Fund balance, end of period | \$ 1,818,361 | | \$ 5,277,816 | \$ 4,138,392 |

City of Franklin
Development Fund Financial Report
For the nine months ended September 30, 2018

Effective with all permits applied for after May 31, 2002, in accordance with our Impact Fee Ordinance 2002-1712 new impact fees were adopted. The fees are automatically increased 5% in January of each year. The components of the fees for 2018 are as follows.

| | Single Family | Two Family | Multi Family per Unit |
|--|--------------------|--------------------|-----------------------------|
| Park and Playground Facilities | \$ 3,423.00 | \$ 6,846.00 | \$ 2,361.00 |
| Fire Protection Facilities | 475.00 | 950.00 | 329.00 |
| Law Enforcement Facilities | 882.00 | 1,764.00 | 603.00 |
| Water system ¹ per every 169 gallons of daily use | 2,395.00 | 4,790.00 | 2,395.00 ¹ |
| Transportation Facilities | 92.00 | 184.00 | 65.00 |
| Administrative Fee | 55.00 | 110.00 | 55.00 |
| Library Facilities | 969.00 | 1,938.00 | 647.00 |
| Sanitary Sewer - Ryan Creek | 2,928.00 | 5,856.00 | see note ² |
| | <u>\$11,219.00</u> | <u>\$22,438.00</u> | <u>\$ 6,455.00</u> |

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

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

²

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

City of Franklin

Development Fund

Summary of Impact Fee Activity
For the nine months ended September 30, 2018

| Cash Acct | 4292 | 4293 | 4294 | 4295 | 4296 | 4297 | 4299 | Net |
|--------------------------|---------------------|------------------|---------------------|------------------|------------------|------------------|------------------|---------------------|
| Revenue Acct | SW Sewer | Admin Fee | Water | Transportation | Fire Protection | Law Enforcement | Library | Cash Balance |
| Expenditure Acct | Parks Recreation | * | | | | | | |
| Beginning Bal, 01/01/18 | 3,383,608.07 | 70,277.92 | 647,927.30 | 11,418.13 | 2,219.39 | 8,140.51 | 8,766.02 | 4,166,499.37 |
| 1st Quarter | | | | | | | | |
| Impact Fees | 30,303.00 | 495.00 | 29,481.00 | 820.00 | 4,229.00 | 7,854.00 | 8,629.00 | 81,811.00 |
| Expenditures | | | | | | | | 0.00 |
| subtotal | 3,413,911.07 | 70,772.92 | 677,408.30 | 12,238.13 | 6,448.39 | 15,994.51 | 17,395.02 | 4,248,310.37 |
| Transfers | | | | | | | | 0.00 |
| Investment Income | (6,321.07) | (131.16) | (1,232.44) | (22.00) | (8.06) | (22.44) | (24.33) | (7,825.00) |
| Ending balance 3/31/2018 | 3,407,590.00 | 70,641.76 | 676,175.86 | 12,216.13 | 6,440.33 | 15,972.07 | 17,370.69 | 4,240,485.37 |
| 2nd Quarter | | | | | | | | |
| Impact Fees | 169,044.00 | 4,290.00 | 183,218.00 | 10,976.10 | 26,667.82 | 48,867.12 | 46,572.00 | 489,635.04 |
| Expenditures | | | | | | | | 0.00 |
| subtotal | 3,576,634.00 | 74,931.76 | 859,393.86 | 23,192.23 | 33,108.15 | 64,839.19 | 63,942.69 | 4,730,120.41 |
| Transfers | | | | | | | | (51,999.22) |
| Investment Income | 7,436.63 | 155.80 | 1,786.88 | 48.22 | 68.84 | 134.82 | 132.95 | 9,835.00 |
| Ending balance 6/30/2018 | 3,584,070.63 | 75,087.56 | 861,180.74 | 11,024.32 | 26,736.66 | 49,001.94 | 46,704.95 | 4,687,956.19 |
| 3rd Quarter | | | | | | | | |
| Impact Fees | 303,858.00 | 7,260.00 | 311,350.00 | 22,935.00 | 49,367.00 | 90,420.00 | 83,454.00 | 873,333.00 |
| Expenditures | | | | | | | | 0.00 |
| subtotal | 3,887,928.63 | 82,347.56 | 1,172,530.74 | 33,959.32 | 76,103.66 | 139,421.94 | 130,158.95 | 5,561,289.19 |
| Transfers | (16,015.22) | | | (31,324.62) | (38,785.63) | (114,248.10) | (95,896.26) | (296,269.83) |
| Investment Income | 11,268.18 | 238.67 | 3,398.29 | 98.42 | 220.57 | 404.08 | 377.23 | 16,118.00 |
| Ending balance 9/30/2018 | 3,883,181.59 | 82,586.23 | 1,175,929.03 | 2,733.12 | 37,538.60 | 25,577.92 | 34,639.92 | 5,281,137.36 |
| Number of Months | 252.44 | 169.99 | 59.94 | 0.64 | 9.36 | 3.47 | 8.02 | |
| 2018 Impact Fees | 503,205.00 | 12,045.00 | 524,049.00 | 34,731.10 | 80,263.82 | 147,141.12 | 138,655.00 | 1,444,779.04 |
| 2017 Impact Fees | 66,591.00 | 2,695.00 | 122,539.00 | 19,218.00 | 17,970.00 | 33,017.00 | 19,383.00 | 281,413.00 |
| 2016 Impact Fees | 203,953.00 | 4,950.00 | 206,237.00 | 8,570.00 | 30,198.00 | 56,096.00 | 57,725.00 | 567,729.00 |
| 2015 Impact Fees | 137,670.00 | 3,630.00 | 133,352.00 | 20,533.00 | 27,116.00 | 50,222.00 | 38,526.00 | 413,977.00 |
| 2014 Impact Fees | 184,592.00 | 5,830.00 | 235,415.00 | 51,436.00 | 48,134.00 | 88,431.00 | 51,821.00 | 683,227.00 |
| 2013 Impact Fees | 317,206.00 | 6,160.00 | 427,429.00 | 31,829.00 | 45,110.00 | 82,280.00 | 66,179.00 | 987,905.00 |

* Funded by an Administrative Fee not an impact fee

¹ Debt service payments

² Oversizing payments made

| | | | | |
|------------------------------------|-------------------|-------------------|---------------------|---------------------|
| Scheduled | 73,635.62 | 42,974.50 | 205,021.90 | 134,103.83 |
| Unpaid Balance @ 12/31/2017 | 840,799.74 | 304,500.00 | 1,821,400.00 | 1,039,029.73 |

59,799.00 Oversizing payments due in future periods

**City of Franklin
Utility Development Fund
Balance Sheet
September 30, 2018 and 2017**

| <u>Assets</u> | <u>2018</u> | <u>2017</u> |
|---|----------------------------|----------------------------|
| Cash and investments - Water | \$ 640,576 | \$ 541,192 |
| Cash and investments - Sewer | 899,933 | 714,145 |
| Special Assessment - Water Current | 140,867 | 212,416 |
| Special Assessment - Water Deferred | 314,587 | 332,962 |
| Special Assessment - Sewer Current | 241,026 | 297,705 |
| Special Assessment - Sewer Deferred | 70,898 | 76,728 |
| Reserve for Uncollectible | (16,776) | (40,982) |
| Total Assets | <u>\$ 2,291,111</u> | <u>\$ 2,134,166</u> |
| <u>Liabilities and Fund Balance</u> | | |
| Accounts payable | \$ - | \$ - |
| Unearned Revenue | 750,602 | 878,829 |
| Total Fund Balance | 1,540,509 | 1,255,337 |
| Total Liabilities and Fund Balance | <u>\$ 2,291,111</u> | <u>\$ 2,134,166</u> |

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017**

| | <u>2018 Original Budget</u> | <u>2018 Year-to-Date Budget</u> | <u>2018 Year-to-Date Actual</u> | <u>2017 Year-to-Date Actual</u> |
|--|-------------------------------------|---|---|---|
| Revenue: | | | | |
| Special Assessments | | | | |
| Water | \$ 81,600 | \$ 20,534 | \$ 23,695 | \$ 468 |
| Sewer | 82,000 | 20,828 | 5,830 | - |
| Connection Fees | | | | |
| Water | - | - | - | 2,281 |
| Sewer | 18,000 | 15,270 | 79,500 | 17,280 |
| Total Assessments & Connection Fees | 181,600 | 56,632 | 109,025 | 20,029 |
| Special Assessment Interest | 34,000 | 729 | 213 | 17 |
| Investment Income | - | - | 17,893 | 11,101 |
| Total revenue | <u>215,600</u> | <u>57,361</u> | <u>127,131</u> | <u>31,147</u> |
| Transfer to Capital Improvement Fund: | | | | |
| Water | 500,000 | - | - | - |
| Sewer | 500,000 | - | - | - |
| Total Transfers to Capital Improven | 1,000,000 | - | - | - |
| Revenue over (under) expenditures | (784,400) | 57,361 | 127,131 | 31,147 |
| Fund balance, beginning of year | | | <u>1,413,378</u> | <u>1,224,190</u> |
| Fund balance, end of period | | | <u>\$ 1,540,509</u> | <u>\$ 1,255,337</u> |

City of Franklin
Sanitary Sewer Fund
Statement of Revenue, Expenditures,
and Changes in Net Assets
For the Nine months ended September 30, 2018 and 2017

| | 2018 Amended Budget | 2018 Year-to-Date Budget | Current Year-to-Date Totals | Prior Year-to-Date Totals |
|---|---------------------------|--------------------------------|-----------------------------------|---------------------------------|
| Operating Revenue | | | | |
| Residential | \$ 2,003,100 | \$ 1,501,062 | \$ 1,512,629 | \$ 1,350,862 |
| Commercial | 546,120 | 415,092 | 453,433 | 375,062 |
| Industrial | 451,770 | 342,752 | 315,630 | 304,654 |
| Public Authority | 168,720 | 126,191 | 112,701 | 105,060 |
| Penalties/Other | 37,000 | 18,668 | 17,312 | 16,224 |
| Multi Family | 494,280 | 370,710 | 373,963 | 336,629 |
| Total Operating Revenue | <u>3,700,990</u> | <u>2,774,475</u> | <u>2,785,668</u> | <u>2,488,491</u> |
| Operating Expenditures | | | | |
| Salaries and benefits | \$ 462,283 | \$ 352,273 | \$ 358,117 | \$ 368,759 |
| Contractual services | 106,000 | 86,604 | 81,039 | 87,807 |
| Supplies | 86,200 | 64,650 | 39,677 | 37,124 |
| Facility charges | 64,825 | 47,904 | 32,323 | 38,145 |
| Shared meter costs | 7,000 | 5,250 | - | - |
| Sewer service - MMSD | 2,518,100 | 1,888,575 | 1,812,769 | 1,618,896 |
| Other operating costs | 27,200 | 20,947 | 10,115 | 11,815 |
| Allocated expenses | 116,500 | 87,375 | 90,305 | 94,103 |
| Sewer improvements | 194,750 | 171,227 | 74,070 | 46,185 |
| Retirement - GASB 68 | - | - | - | - |
| Depreciation | 174,700 | 131,025 | 131,040 | 75,285 |
| Total operating expenditures | <u>3,757,558</u> | <u>2,855,830</u> | <u>2,629,455</u> | <u>2,378,119</u> |
| Operating Income (Loss) | (56,568) | (81,355) | 156,213 | 110,372 |
| Non-Operating Revenue (Expenditures) | | | | |
| Miscellaneous income | - | - | 2,950 | 1,725 |
| Investment income | 485,308 | 242,654 | 258,630 | 271,963 |
| Interest expense | (477,808) | (238,904) | (246,381) | (260,975) |
| Total non-operating revenue (expenditures) | <u>7,500</u> | <u>3,750</u> | <u>15,199</u> | <u>12,713</u> |
| Income (Loss) before Capital Contributions | <u>(49,068)</u> | <u>(77,605)</u> | <u>171,412</u> | <u>123,085</u> |
| Retained Earnings- Beginning | 1,647,847 | 1,647,847 | 1,647,847 | 1,685,002 |
| Transfer (to) from Invested in Capital Assets | (615,350) | (461,513) | 97,281 | 60,129 |
| Retained Earnings- Ending | <u>983,429</u> | <u>1,108,730</u> | <u>1,916,540</u> | <u>1,868,216</u> |
| Capital Contributions | 1,856,000 | 1,392,000 | - | - |
| Depreciation - CIAC | (2,012,000) | (1,509,000) | (1,509,030) | (1,508,103) |
| Transfer (to) from Retained Earnings | 271,000 | 203,250 | (97,281) | (60,129) |
| Change in Net Investment in Capital Assets | 115,000 | 86,250 | (1,606,311) | (1,568,232) |
| Net Investment in Capital Assets-Beginning | <u>63,241,982</u> | <u>63,241,982</u> | <u>63,241,982</u> | <u>65,071,887</u> |
| Net Investment in Capital Assets-Ending | <u>63,356,982</u> | <u>63,328,232</u> | <u>61,635,671</u> | <u>63,503,655</u> |
| Total net assets | <u>\$ 64,340,411</u> | <u>\$ 64,436,962</u> | <u>\$ 63,552,211</u> | <u>\$ 65,371,871</u> |

**City of Franklin
Sanitary Sewer Fund
Comparative Balance Sheet
September 30, 2018 and 2017**

| | 2018 | 2017 |
|---|---------------|---------------|
| <u>Assets</u> | | |
| Current assets: | | |
| Cash and investments | \$ 1,690,144 | \$ 1,487,839 |
| Accounts receivable | 1,087,629 | 985,077 |
| Due from Franklin Water Utility | - | 69,091 |
| Miscellaneous receivable | 7,030 | 7,031 |
| Total current assets | 2,784,803 | 2,549,038 |
| Non current assets: | | |
| Due from MMSD | 18,799,969 | 20,014,692 |
| Sanitary Sewer plant in service: | | |
| Land | 725,594 | 725,594 |
| Buildings and improvements | 3,298,163 | 3,292,878 |
| Improvements other than buildings | 78,754,451 | 78,725,672 |
| Machinery and equipment | 1,089,854 | 826,541 |
| Construction in progress | - | 485 |
| | 83,868,062 | 83,571,170 |
| Less accumulated depreciation | (22,232,391) | (20,067,515) |
| Net sanitary sewer plant in service | 61,635,671 | 63,503,655 |
| Deferred assets: | | |
| Pension assets | 386,276 | 168,109 |
| Total Assets | \$ 83,606,719 | \$ 86,235,494 |
| <u>Liabilities and Net Assets</u> | | |
| Current liabilities: | | |
| Accounts payable | \$ 655,499 | \$ 565,665 |
| Accrued liabilities | 28,084 | 27,937 |
| Due to Franklin Water Utility | 194 | 488 |
| Due to General Fund - non-interest bearing | 82,127 | 86,992 |
| Total current liabilities | 765,904 | 681,082 |
| Non current liabilities: | | |
| Accrued compensated absences | 75,021 | 74,066 |
| Pension liability (GASB 68) | 361,331 | 41,843 |
| General Obligation Notes payable - CWF | 18,799,970 | 20,014,693 |
| Total liabilities | 20,002,226 | 20,811,684 |
| Deferred inflows: | | |
| Pension liabilities | 52,282 | 51,939 |
| Net Assets: | | |
| Invested in capital assets, net of related debt | 42,835,702 | 43,488,963 |
| Restricted balances - LT receivable | 18,978,559 | 20,408,919 |
| Retained earnings | 1,737,950 | 1,473,989 |
| Total net assets | 63,552,211 | 65,371,871 |
| Total Liabilities and Net Assets | \$ 83,606,719 | \$ 86,235,494 |

**City of Franklin
Sanitary Sewer Fund
Statement of Cash Flows
For the Nine months ended September 30, 2018 and 2017**

| | <u>2018</u> | <u>2017</u> |
|---|---------------------|---------------------|
| Cash Flows from Operating Activities | | |
| Operating income (loss) | \$ 156,213 | \$ 110,372 |
| Adjustments to reconcile operating income to net cash provided by operating activities: | | |
| Depreciation | 131,040 | 75,285 |
| (Increase) decrease in assets: | | |
| Accounts receivable | (241,223) | (125,467) |
| Taxes receivable | 97,015 | 121,939 |
| Due from other funds | 44,579 | (12,920) |
| Miscellaneous receivable | 1 | 98 |
| Prepaid expenses | - | 2,214 |
| Increase (decrease) in liabilities: | | |
| Accounts payable | (144,989) | 7,580 |
| Accrued expenses | - | - |
| Due to other funds | (20,714) | (20,004) |
| GASB 68 pension | - | (138,600) |
| Total Adjustments | <u>(134,291)</u> | <u>(89,875)</u> |
| Net Cash Provided by Operating Activities | <u>\$ 21,922</u> | <u>\$ 20,497</u> |
| Cash Flows From Capital & Related Financing Activities | | |
| Due from MMSD & Other Governments | 1,214,723 | 3,940,407 |
| Due to general fund | - | (2,198,615) |
| Notes payable | (1,214,722) | (1,185,535) |
| Acquisition of capital assets | (33,759) | (15,156) |
| Net Cash Provided (Used) in Capital and Financing Activities | <u>(33,758)</u> | <u>541,101</u> |
| Cash Flows from Investing Activities | | |
| Interest and other income | 261,580 | 273,688 |
| Interest expense | <u>(246,381)</u> | <u>(260,975)</u> |
| Net Change in Cash and Cash Equivalents | 3,363 | 574,311 |
| Cash and Cash Equivalents, beginning of period | 1,686,781 | 913,528 |
| Cash and Cash Equivalents, end of period | <u>\$ 1,690,144</u> | <u>\$ 1,487,839</u> |

Franklin Municipal Water Utility
Detailed Statement of Revenue, Expenditures
and Changes in Net Assets
For the period ended September 30, 2018 and 2017

| Account Description | Annual Budget | Year to Date Budget | Current Year to Date | Prior Year to Date |
|--|---------------------|---------------------|----------------------|---------------------|
| Operating Revenue | | | | |
| Metered Sales-Residential | \$ 2,997,300 | \$ 2,448,628 | \$ 2,259,768 | \$ 2,352,429 |
| Metered Sales-Commercial | 657,100 | 537,073 | 539,362 | 523,404 |
| Metered Sales-Industrial | 473,700 | 374,456 | 358,578 | 358,869 |
| Other Sales to Public Authority | 282,100 | 225,942 | 183,712 | 189,007 |
| Metered Sales-Multifamily | 752,200 | 564,150 | 564,372 | 557,941 |
| Metered Sales-Irrigation | 116,300 | 87,225 | 123,721 | 131,209 |
| Total Metered Sales | 5,278,700 | 4,237,474 | 4,029,513 | 4,112,859 |
| Unmetered Sales | 5,000 | 2,099 | 8,587 | 1,944 |
| Private Fire Protection | 124,100 | 99,335 | 92,380 | 91,597 |
| Public Fire Protection | 540,000 | 414,602 | 406,930 | 405,926 |
| Forfeited Discount | 51,500 | 25,452 | 27,230 | 27,262 |
| Total Operating Revenue | \$ 5,999,300 | \$ 4,778,962 | \$ 4,564,640 | \$ 4,639,588 |
| Operating Expenditures | | | | |
| Operation and maintenance expense | | | | |
| Source of Supply-Oper Labor | \$ 500 | \$ 420 | \$ - | \$ 526 |
| Operations Supplies & Expense | 18,000 | 10,990 | 3,618 | 4,824 |
| Wholesale Water | 2,970,300 | 2,227,725 | 2,287,362 | 2,319,473 |
| Maint of Water Source plant | 5,500 | 2,750 | - | - |
| Source of Supply | 2,994,300 | 2,241,885 | 2,290,980 | 2,324,823 |
| Pumping-Fuel | 45,000 | 31,278 | 25,395 | 27,681 |
| Pumping-Operations Labor | 75,000 | 57,690 | 75,370 | 69,888 |
| Pumping-Main Labor Pumping | 700 | 630 | 720 | 696 |
| Pumping-Main Expense Pumping | 17,000 | 13,100 | 5,763 | 959 |
| Pumping | 137,700 | 102,698 | 107,248 | 99,224 |
| Water Treat Chemicals | 500 | 500 | - | 242 |
| Water Treat Operation Labor | - | - | 440 | - |
| Water Treat Tests | 13,000 | 7,866 | 2,192 | 1,933 |
| Water Treat Maint Labor | - | - | - | - |
| Water Treat Maint Expenses | 500 | 500 | 16 | - |
| Water Treatment | 14,000 | 8,866 | 2,648 | 2,175 |
| Storage Software Maintenance | 11,000 | 5,094 | 4,722 | 9,453 |
| Trans & Distr Labor | 27,000 | 20,775 | 17,446 | 20,135 |
| Trans & distr Supp Exp | 25,000 | 14,217 | 14,973 | 16,299 |
| Trans & Distr Safety Supplies & Expense | 4,500 | 2,216 | 1,774 | 1,678 |
| Maint Labor-Distr Reservoir | 500 | 380 | - | 134 |
| Maint Expenses-Distr Reservoir | 70,000 | 46,049 | 10,466 | 2,041 |
| Maintenance Labor-Mains | 10,000 | 7,690 | 10,060 | 6,661 |
| Maintenance Expense-Mains | 80,000 | 61,086 | 39,592 | 24,988 |
| Locating Labor-Mains | 12,000 | 9,240 | 8,509 | 7,735 |
| Maint Labor-Services | 30,000 | 23,100 | 4,593 | 17,130 |
| Maint Expense-Services | 70,000 | 50,675 | 23,354 | 37,401 |
| Locating Labor-Services | 10,000 | 7,690 | 5,406 | 7,404 |
| Maint Labor-Meters | 41,348 | 31,808 | 36,660 | 32,873 |
| Maint Expenses-Meters | 4,000 | 2,363 | 1,464 | 3,538 |
| Maint Labor-Hydrants | 36,500 | 28,085 | 26,198 | 21,007 |
| Maint Expenses-Hydrants | 60,000 | 47,648 | 49,279 | 35,379 |
| Maint Labor-Plant | 35,000 | 26,900 | 19,604 | 10,604 |
| Maint Expenses-Plant | 16,500 | 12,993 | - | 840 |
| Transmission & Distribution | 543,348 | 398,009 | 274,100 | 255,300 |

Franklin Municipal Water Utility
Detailed Statement of Revenue, Expenditures
and Changes in Net Assets
For the period ended September 30, 2018 and 2017

| Account Description | Annual Budget | Year to Date Budget | Current Year to Date | Prior Year to Date |
|---|----------------------|------------------------|-------------------------|-----------------------|
| Meter Reading Labor | 7,000 | 5,105 | 2,059 | 2,435 |
| Acct & Collection Labor | - | - | 7,833 | 7,673 |
| Acctg & Coll Payroll Exp | 13,560 | 10,167 | 11,340 | 11,115 |
| Supplies & Expense | 9,200 | 6,737 | 5,913 | 5,836 |
| Bank Fees | 10,000 | 7,471 | 4,909 | 5,133 |
| Uncollectible Accounts | 2,500 | 1,488 | 665 | 1,933 |
| Customer Accounts | 42,260 | 30,968 | 32,719 | 34,125 |
| Admin & General Payroll Exp | 50,400 | 37,788 | 36,360 | 30,870 |
| Office Supplies | 1,800 | 1,350 | 942 | 498 |
| Conferences/Dues/Subscriptions | 8,200 | 5,849 | 3,264 | 2,661 |
| Mileage | 500 | 408 | 210 | 254 |
| Outside Services | 61,400 | 118,800 | 136,290 | 115,459 |
| Insurance | 25,400 | 18,072 | 19,035 | 19,035 |
| Employee Leave Time & Benefits | 177,266 | 129,612 | 147,173 | 153,092 |
| Regulatory Commision Exp | 5,700 | 2,054 | - | 6,103 |
| Misc General Expense | 900 | 506 | 266 | 158 |
| Maintenance of General Plant | 15,000 | 10,991 | 1,710 | 4,929 |
| Transportation Expenses | 23,000 | 17,144 | 10,082 | 10,275 |
| Facility Charges | - | - | 1,945 | - |
| Administrative and general | 369,566 | 342,574 | 357,277 | 343,334 |
| Total Operation and Maintenance Expenditures | 4,101,174 | 3,125,000 | 3,064,972 | 3,058,981 |
| Depreciation | 411,500 | 299,667 | 308,700 | 290,250 |
| Taxes-Property Tax Equivalent | 1,050,000 | 802,963 | 787,500 | 787,500 |
| Amortization | 130,666 | 98,000 | 98,001 | 98,001 |
| Loss on Abandoned Property | 91,000 | 75,000 | 5,900 | - |
| Capital Expenditures | 12,675 | 9,506 | - | - |
| Taxes-FICA | 26,394 | 19,054 | 19,770 | 18,641 |
| Total Operating Expenditures ² | 5,823,409 | 4,429,190 | 4,284,843 | 4,253,373 |
| Operating Income | \$ 175,891 | \$ 349,772 | \$ 279,797 | \$ 386,215 |
| Non-Operating Revenue (Expenditures) | | | | |
| Interest Income | 1,500 | 1,125 | 25,335 | 5,676 |
| Misc Revenue | 2,000 | 1,621 | - | 570 |
| Interest on LTD | (33,488) | 25,116 | (32,287) | (33,388) |
| Water Property Rent | 48,800 | 47,753 | 84,040 | 51,692 |
| Other Water Revenue | 4,000 | 2,215 | 11,277 | 6,145 |
| Interest-Debt to Municipality | - | - | (3,893) | (2,400) |
| Total non-operating revenue | 22,812 | 77,830 | 84,472 | 28,295 |
| Income before capital contributions | \$ 198,703 | \$ 427,602 | \$ 364,269 | \$ 414,510 |
| Retained earnings - beginning | 2,538,239 | 2,538,239 | 2,538,239 | 1,928,085 |
| Transfer (to) from invested in capital assets | (1,735,680) | (1,301,760) | 248,466 | (1,055,214) |
| Retained earnings - ending | \$ 1,001,262 | \$ 1,664,081 | \$ 3,150,974 | \$ 1,287,381 |
| Capital contributions | 2,113,500 | 1,237,232 | - | - |
| Depreciation - CIAC | (779,200) | (584,400) | (584,370) | (586,035) |
| Transfer (to) from retained earnings | 1,735,680 | 1,301,760 | (248,466) | 1,055,214 |
| Change in net investment | 5,072,504 | 3,980,994 | (832,836) | 469,179 |
| Net investment in capital assets - beginning | 43,529,045 | 43,529,045 | 43,529,045 | 44,475,869 |
| Net investment in capital assets - ending | \$ 48,601,549 | \$ 47,510,039 | \$ 42,696,209 | \$ 44,945,048 |
| Total net assets | \$ 49,602,811 | \$ 49,174,120 | \$ 45,847,183 | \$ 46,232,429 |

Franklin Municipal Water Utility
Comparative Statement of Revenue, Expenditures,
and Changes in Net Assets
For the period ended September 30, 2018 and 2017

| Operating Revenue | 2018 | 2017 |
|--|----------------------|---------------------|
| Total metered sales | 4,029,513 | 4,112,859 |
| Fire protection | 499,310 | 497,523 |
| Forfeited discounts, penalties and other | 35,817 | 29,206 |
| Total Operating Revenue | 4,564,640 | 4,639,588 |
| Operating Expenditures | | |
| Operation and maintenance expenses: | | |
| Source of supply | 2,290,980 | 2,324,823 |
| Pumping | 107,248 | 99,224 |
| Water treatment | 2,648 | 2,175 |
| Transmission and distribution | 274,100 | 255,300 |
| Customers' accounts | 32,719 | 34,125 |
| Administrative and general | 357,277 | 343,334 |
| Total operation and maintenance expenses | 3,064,972 | 3,058,981 |
| Depreciation | 308,700 | 290,250 |
| Amortization and Pension Expenses | 98,001 | 98,001 |
| Taxes | 807,270 | 806,141 |
| Total Operating Expenditures | 4,278,943 | 4,253,373 |
| Operating Income (Loss) | 285,697 | 386,215 |
| Non-Operating Revenue (Expenses) | | |
| Sundry | 95,317 | 58,407 |
| Interest on investments | 25,335 | 5,676 |
| Interest on long term debt | (32,287) | (33,388) |
| Interest-Debt to Municipality | (3,893) | (2,400) |
| Gain(Loss) on Abandoned Property | (5,900) | - |
| Total Non-Operating Revenue (Expenses) | 78,572 | 28,295 |
| Income before Capital Contributions | 364,269 | 414,510 |
| Capital Contributions-Developer & Municipality | - | - |
| Depreciation - CIAC | (584,370) | (586,035) |
| Net change in net assets | (220,101) | (171,525) |
| Net Assets, beginning of period | 46,067,284 | 46,403,954 |
| Net Assets, end of period | \$ 45,847,183 | \$46,232,429 |

**Franklin Municipal Water Utility
Comparative Balance Sheet
September 30, 2018 & 2017**

| Assets | 2018 | 2017 |
|---|----------------------|---------------------|
| Current Assets: | | |
| Cash and investments | \$ 2,420,639 | \$ 1,620,941 |
| Accounts receivable | 1,912,103 | 1,982,414 |
| Taxes receivable | - | (106) |
| Due from City of Franklin | (22,357) | 3,049 |
| Prepaid expenses | - | - |
| Total current assets | 4,310,385 | 3,606,298 |
| Utility plant in service: | | |
| Land | 162,885 | 162,885 |
| Buildings and improvements | 3,392,666 | 3,384,279 |
| Construction in Progress | - | 733 |
| Improvements other than buildings | 55,651,603 | 55,599,147 |
| Machinery and equipment | 4,625,691 | 4,597,260 |
| | 63,832,845 | 63,744,304 |
| Less accumulated depreciation | 20,096,785 | 19,004,646 |
| Net utility plant in service | 43,736,060 | 44,739,658 |
| Deferred Assets: | | |
| Pension Assets | 447,267 | 188,850 |
| Deferred Costs | 74,724 | 205,390 |
| Total deferred assets | 521,991 | 394,240 |
| Total Assets | \$ 48,568,436 | \$48,740,196 |
| Liabilities and Net Assets | | |
| Liabilities: | | |
| Accounts payable | \$ 96,634 | \$ 29,106 |
| Accrued liabilities | 874,518 | 934,885 |
| Due to City of Franklin | - | 95,192 |
| Advance from municipality | 139,700 | 155,700 |
| Pension liability | 418,383 | 47,005 |
| Compensated absences reserve | 75,021 | 74,066 |
| Bond Payable | 1,059,575 | 1,113,466 |
| | 2,663,831 | 2,449,420 |
| Deferred Liabilities: | | |
| Pension & OPEB Liabilities | 57,422 | 58,347 |
| Total liabilities | 2,721,253 | 2,507,767 |
| Net Assets | | |
| Invested in capital assets, net of related debt | 42,696,209 | 44,945,048 |
| Retained earnings | 3,150,974 | 1,287,381 |
| Total net assets | 45,847,183 | 46,232,429 |
| Total Liabilities and Net Assets | \$ 48,568,436 | \$48,740,196 |

Franklin Municipal Water Utility
Comparative Statement of Cash Flows
For the period ended September 30, 2018 and 2017

| | 2018 | 2017 |
|---|---------------------|---------------------|
| Cash Flows from Operating Activities | | |
| Operating income (loss) | \$ 285,697 | \$ 386,215 |
| Adjustments to reconcile operating income to net cash provided by operating activities: | | |
| Depreciation & Amortization | 406,701 | 388,251 |
| (Increase) decrease in assets: | | |
| Accounts receivable | (438,019) | (566,365) |
| Due from other funds | 61,617 | 23,226 |
| Taxes receivable | 161,856 | 183,568 |
| Prepaid expenses | - | 2,304 |
| Increase (decrease) in liabilities: | | |
| Accounts payable | (614,662) | (701,377) |
| Accrued expenses | 863,000 | 923,000 |
| Due to other funds | (55,014) | 24,242 |
| Advance from municipality | (16,000) | 155,700 |
| GASB 68 pension | - | (155,700) |
| Total Adjustments | 369,479 | 276,849 |
| Net Cash Provided (Used) by Operating Activities | 655,176 | 663,064 |
| Cash Flows From Capital & Related Financing Activities | | |
| Acquisition of capital assets | (168,028) | (206,822) |
| Interest paid on long term debt | (32,287) | (33,388) |
| Principal on long-term debt | (55,000) | (55,000) |
| Net Cash Provided (Used) in Capital and Financing Activities | (255,315) | (295,210) |
| Cash Flows from Investing Activities | | |
| Interest, property rental & other income | 120,652 | 64,083 |
| Net Change in Cash and Cash Equivalents | 520,513 | 431,937 |
| Cash and Cash Equivalents, beginning of period | 1,900,126 | 1,189,004 |
| Cash and Cash Equivalents, end of period | \$ 2,420,639 | \$ 1,620,941 |

Franklin Municipal Water Utility
Notes to the Financial Statements
For the period ended September 30, 2018 and 2017

- ¹ Operating revenues are less than budget by \$214,322 through three quarters of the year. Actual third quarter billings were used for the statements.
- ² Operating expenditures are less than budget through three quarters by \$144,347. The cost of wholesale water purchased from Oak Creek was estimated based on consumption billed to Franklin customers.

Water Connection Fee

Prior to May 31, 2002, the City collected a water connection fee on new construction and connections to existing properties, to be used to fund water main construction projects. The water connection fees on hand on September 30, 2018 total \$640,576.

Water Impact Fee

Since May 31, 2002 a water impact fee on residential and commercial construction replaced the water connection fee. Water Impact Fees collected in 2018 total \$524,049. Water Impact fees on hand at September 30, 2018 are \$1,175,929.

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
September 30, 2018 and 2017

| <u>Assets</u> | <u>2018</u> | <u>2017</u> |
|---|---------------------|---------------------|
| Cash and investments | \$ 2,035,600 | \$ 2,276,392 |
| Accounts receivable | 900 | 594 |
| Interfund advance receivable | - | 275,000 |
| Prepaid expenses | - | 13,500 |
| Total Assets | \$ 2,036,500 | \$ 2,565,486 |
| | | |
| <u>Liabilities and Net Assets</u> | | |
| Accounts payable | \$ 30,620 | \$ 62,696 |
| Claims payable | 290,700 | 270,500 |
| Unrestricted net assets | 1,715,180 | 2,232,290 |
| Total Liabilities and Fund Balance | \$ 2,036,500 | \$ 2,565,486 |

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017

| <u>Revenue</u> | <u>2018</u> <u>Budget</u> | <u>2018</u> <u>Year-to-Date</u> <u>Budget</u> | <u>2018</u> <u>Year-to-Date</u> <u>Actual</u> | <u>2017</u> <u>Year-to-Date</u> <u>Actual</u> |
|-----------------------------------|------------------------------|---|---|---|
| Medical Premiums-City | \$ 2,585,500 | 1,942,422 | \$ 1,853,252 | \$ 1,825,639 |
| Medical Premiums-Employee | 428,900 | 319,903 | 343,364 | 317,287 |
| Other - Invest Income, Rx Rebates | 18,300 | 13,725 | 44,787 | 46,353 |
| Medical Revenue | <u>3,032,700</u> | <u>2,276,050</u> | <u>2,241,403</u> | <u>2,189,279</u> |
| Dental Premiums-City | 118,300 | 74,685 | 81,275 | 81,330 |
| Dental Premiums-Retirees | 6,000 | 6,000 | 3,600 | 3,492 |
| Dental Premiums-Employee | 57,000 | 42,718 | 41,800 | 40,993 |
| Dental Revenue | <u>181,300</u> | <u>123,403</u> | <u>126,675</u> | <u>125,815</u> |
| Total Revenue | 3,214,000 | 2,399,453 | 2,368,078 | 2,315,094 |
| | | | | |
| Expenditures: | | | | |
| Active Employees-Medical | | | | |
| Medical claims - Current Year | 2,376,800 | 1,593,600 | 1,356,804 | 1,561,707 |
| Medical claims - Prior Year | - | - | 241,102 | 267,708 |
| Prescription drug claims | - | - | 252,102 | 214,487 |
| Refunds-Stop Loss Coverage | - | - | (18,130) | (4,349) |
| Total Claims-Actives | <u>2,376,800</u> | <u>1,593,600</u> | <u>1,831,878</u> | <u>2,039,553</u> |
| Medical Claim Fees | 145,000 | 116,525 | 111,840 | 146,619 |
| Memberships | - | - | 3,075 | 3,180 |
| Miscellaneous Wellness | 77,000 | 29,517 | 12,686 | 17,536 |
| Section 125 administration Fee | 4,500 | 3,275 | 2,326 | 2,286 |
| Stop Loss Premiums | 664,000 | 522,070 | 418,653 | 469,938 |
| ACA Fees | 25,000 | 21,884 | 1,348 | 1,309 |
| Total Medical Costs-Actives | <u>3,292,300</u> | <u>2,286,871</u> | <u>2,381,806</u> | <u>2,680,421</u> |
| Active Employees-Dental | | | | |
| Dental Claims | 165,300 | 120,450 | 141,739 | 128,186 |
| Dental Claim Fees | 12,000 | 9,484 | 10,693 | 15,180 |
| Total Dental Costs-Actives | <u>177,300</u> | <u>129,934</u> | <u>152,432</u> | <u>143,366</u> |
| Retirees-Dental | | | | |
| Dental Claims | 6,000 | 4,635 | 4,689 | 4,857 |
| Dental Claim Fees | 200 | 161 | 167 | 235 |
| Total Dental Costs-Retirees | <u>6,200</u> | <u>4,796</u> | <u>4,856</u> | <u>5,092</u> |
| Total Dental Costs | <u>183,500</u> | <u>134,730</u> | <u>157,288</u> | <u>148,458</u> |
| Claims contingency | 528,000 | 352,000 | - | - |
| Total Expenditures | 4,003,800 | 2,773,601 | 2,539,094 | 2,828,879 |
| Revenue over (under) expenditures | (789,800) | <u>\$ (374,148)</u> | (171,016) | (513,785) |
| Net assets, beginning of year | 1,886,196 | | 1,886,196 | 2,746,075 |
| Net assets, end of period | \$ 1,096,396 | | \$ 1,715,180 | \$ 2,232,290 |

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
September 30, 2018 and 2017

| <u>Assets</u> | 2018 | 2017 |
|---|----------------------------|----------------------------|
| Cash and investments | \$ - | \$ - |
| Investments held in trust - Fixed Inc | 1,986,650 | 1,888,077 |
| Investments held in trust - Equities | 3,902,791 | 3,562,042 |
| Accounts receivable | 24,938 | 17,892 |
| Due from Water Utility | - | 408 |
| Total Assets | <u>\$ 5,914,379</u> | <u>\$ 5,468,419</u> |
| | | |
| <u>Liabilities and Net Assets</u> | | |
| Accounts payable | \$ 7,378 | \$ 6,525 |
| Claims payable | 131,100 | 45,000 |
| Due to City | 28,391 | 17,175 |
| Net Assets held in trust for post emp | 5,747,510 | 5,399,719 |
| Total Liabilities and Fund Balance | <u>\$ 5,914,379</u> | <u>\$ 5,468,419</u> |

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Nine months ended September 30, 2018 and 2017

| | 2018 Year-to-Date Actual | 2017 Year-to-Date Actual |
|-------------------------------------|--------------------------------|--------------------------------|
| Revenue | | |
| ARC Medical Charges - City | \$ 235,383 | \$ 192,680 |
| Medical Charges - Retirees | 128,294 | 90,851 |
| Implicit Rate Subsidy | 97,896 | 38,865 |
| Medical Revenue | <u>461,573</u> | <u>322,396</u> |
| | | |
| Expenditures: | | |
| Retirees-Medical | | |
| Medical claims - Current Year | 254,428 | 145,168 |
| Medical claims - Prior Year | 110,888 | 19,032 |
| Prescription drug claims | 96,767 | 82,706 |
| Refunds-Stop Loss Coverage | (642) | - |
| Total Claims-Retirees | <u>461,441</u> | <u>246,906</u> |
| Medical Claim Fees | 14,465 | 16,102 |
| Stop Loss Premiums | 64,695 | 58,957 |
| Miscellaneous Expense | 330 | 300 |
| ACA Fees | 160 | 131 |
| Total Medical Costs-Retirees | <u>541,091</u> | <u>322,396</u> |
| | | |
| Revenue over (under) expenditures | (79,518) | - |
| | | |
| Annual Required Contribution-Net | - | 31,399 |
| Other - Investment Income, etc. | 253,265 | 482,484 |
| Total Revenues | <u>253,265</u> | <u>513,883</u> |
| | | |
| Net Revenues (Expenditures) | <u>173,747</u> | <u>513,883</u> |
| | | |
| Net assets, beginning of year | <u>5,573,763</u> | <u>4,885,836</u> |
| | | |
| Net assets, end of period | <u>\$ 5,747,510</u> | <u>\$ 5,399,719</u> |

**COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
NONMAJOR GOVERNMENTAL FUNDS FOR CITY OF FRANKLIN
Period Ending 09/30/2018**

| 3L Number | LIBRARY- RESTRICTED FUND | TOURISM COMMISSION FUND | FIRE DEPT GRANT FUND | ST MARTINS FAIR FUND | HEALTH DEPT GRANT FUND | OTHER GRANTS | DONATIONS FUND | CIVIC CELEBRATIONS FUND | TOTAL |
|---|--------------------------------|-------------------------------|-------------------------|-------------------------|------------------------------|-----------------|-------------------|-------------------------------|-----------------|
| REVENUES | | | | | | | | | |
| TAXES | - | 179 | - | - | - | - | - | - | 179 |
| REAL ESTATE TAXES | - | - | - | - | - | - | - | - | - |
| INTERGOVERNMENTAL | - | - | 30,615 | - | 96,262 | - | - | - | 126,877 |
| SPECIAL ASSESSMENTS | - | - | - | - | - | - | - | - | - |
| LICENSES & PERMITS | - | - | - | 22,915 | - | - | - | 25 | 22,940 |
| CHARGES FOR SERVICES | 9,200 | - | - | - | - | - | - | 83,906 | 93,106 |
| MISCELLANEOUS REVENUE | 48,280 | - | - | - | 15,153 | - | 33,002 | 21,008 | 117,443 |
| INVESTMENT EARNINGS | 79 | 2,359 | - | - | - | - | - | - | 2,438 |
| Total Revenues | 57,560 | 2,538 | 30,615 | 22,915 | 111,415 | - | 33,002 | 104,939 | 362,983 |
| EXPENDITURES | | | | | | | | | |
| PERSONAL SERVICES | - | - | - | 28,180 | 45,264 | - | - | 18,825 | 92,269 |
| EMPLOYEE BENEFITS | - | - | - | 10,391 | 13,131 | - | - | 6,948 | 30,471 |
| CONTRACTUAL SERVICES | 7,612 | - | - | - | 30,114 | - | - | 44,182 | 81,908 |
| SUPPLIES | 16,501 | 77 | 4,043 | 392 | 31,857 | - | 17,588 | 21,409 | 91,868 |
| SERVICES & CHARGES | 5,216 | - | - | 14,853 | 21,114 | - | - | 18,983 | 60,166 |
| FACILITY CHARGES | 180 | - | - | - | - | - | - | - | 180 |
| CLAIMS, CONTRIB. AND AWARDS | 100 | - | - | - | - | - | - | - | 100 |
| Total Expenditures | 29,610 | 77 | 4,043 | 53,816 | 141,481 | - | 17,588 | 110,347 | 356,963 |
| Excess (deficiency) of Revenues vs. Expenditures | 27,950 | 2,460 | 26,571 | (30,901) | (30,066) | - | 15,414 | (5,408) | 6,021 |
| OTHER FINANCING SOURCES | | | | | | | | | |
| FUND TRANSFERS | - | - | - | 11,000 | - | - | - | 13,000 | 24,000 |
| OTHER FINANCING USES | | | | | | | | | |
| CAPITAL OUTLAY | 1,180 | - | 22,257 | - | - | - | 19,995 | - | 43,432 |
| Net Change in Fund Balance | 26,769 | 2,460 | 4,314 | (19,901) | (30,066) | - | (4,581) | 7,592 | (13,411) |
| Fund Balance - Beginning: | 130,780 | 211,793 | 18,279 | (34,452) | 180,834 | 315 | 150,136 | 65,727 | 723,412 |
| Fund Balance - Ending: | 157,550 | 214,253 | 22,594 | (54,353) | 150,768 | 315 | 145,555 | 73,319 | 710,000 |

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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE November 5, 2018 |
|---|---|---|
| REPORTS AND RECOMMENDATIONS | Potential Acquisition of Property for Public Park Purposes in the City Pursuant to the May 1, 2018 Common Council Action Upon the Parks Commission Recommendation to Move Forward with Park Land Acquisition Necessary Steps (and which Common Council Action Also Changed the Status of the Neighborhood Park Land Acquisition Project in the 2018 Capital Improvement Fund to an "Approved Project"). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential acquisition of properties to be used for public park purposes in the City pursuant to the May 1, 2018 Common Council action upon the Parks Commission recommendation to move forward with park land acquisition necessary steps (and which Common Council action also changed the status of the Neighborhood Park Land Acquisition project in the 2018 Capital Improvement Fund to an "approved project"), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate | ITEM NUMBER <i>G.17.</i> |
| <p>At the July 9, 2018, meeting of the Parks Commission, the following action was approved: move to recommend to the Common Council the purchase of two parcels of land for Neighborhood Park purposes, as discussed in closed session, based on the priorities established by the Commission, and a minimum land purchase of 18 acres.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential acquisition of properties to be used for public park purposes in the City pursuant to the May 1, 2018 Common Council action upon the Parks Commission recommendation to move forward with park land acquisition necessary steps (and which Common Council action also changed the status of the Neighborhood Park Land Acquisition project in the 2018 Capital Improvement Fund to an "approved project"), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.</p> <p style="text-align: center;">or</p> <p>Such action as the Common Council deems appropriate.</p> | | |

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| APPROVAL <i>Slw</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 11/5/18 |
|---------------------------------|---------------------------------------|---------------------------------------|
| LICENSES AND PERMITS | MISCELLANEOUS LICENSES | ITEM NUMBER H.1. |

See attached listing from meeting of November 5, 2018.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

**License Committee
Agenda*
Aldermen's Room
November 5, 2018 – 5:40 pm**

| | | | | |
|---|--|------------------------|-------------|-------------|
| 1. | Call to Order & Roll Call | Time: | | |
| 2. | Applicant Interviews & Decisions | | | |
| License Applications Reviewed | | Recommendations | | |
| Type/ Time | Applicant Information | Approve | Hold | Deny |
| Operator 5:45 p.m. | Justin R Agner W136S7681 Fairfield Dr Muskego, WI 53150 Hideaway Pub & Eatery | | | |
| Operator 5:50 p.m. | Rachel A Olson 5206 W Oakwood Rd Franklin, WI 53132 The Landmark | | | |
| Operator 5:55 p.m. | Rachel M Werther 10810 W Oakwood Rd Franklin, WI 53132 Walgreens #05459 | | | |
| Extraordinary Entertainment & Special Event 6:00 p.m. | Arthritis Foundation Jingle Bell Run Person in Charge: Leah Delaney Location: Franklin High School, 8222 S 51 St; Drexel/Puetz (6800-5100 Blk) and Oak Leaf Trail Date of Event: December 1 st 2018. | | | |
| People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant | St Paul's Lutheran School – School Picnic Fee Waiver: Park Permit Date of Event: 5/30/19 noon-4pm Location: Vernon Barg Pavilion – Lions Legend II | | | |
| People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant | Franklin Park Concerts – Free Concerts Fee Waivers: Park Permits, Band Shell Fees, Temporary Entertainment and Amusement License Date of Events: 6/23/19, 7/14/19, 7/28/19, 8/11/19, and 8/25/19 Location: Lions Legend Park 1 | | | |
| 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</i> <i>AB</i> | REQUEST FOR COUNCIL ACTION | MEETING DATE 11/5/18 |
| Bills | Vouchers and Payroll Approval | ITEM NUMBER I. 1 |

Attached are vouchers dated October 12, 2018 through November 2, 2018 Nos. 170667 through Nos. 170899 in the amount of \$ 3,241,029.65. Included in this listing are EFT's Nos. 3876 through Nos. 3889, Library vouchers totaling \$ 17,271.38, Water Utility vouchers totaling \$ 11,581.56 and Ballpark Commons payment to Knight Barry in the amount of \$ 1,443,196.63 which was approved at the last meeting. Voided checks in the amount of \$ (2,486.36) are separately listed.

Early release disbursements dated October 12, 2018 through November 1, 2018 in the amount of \$ 2,569,879.58 is provided on a separate listing and is also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated October 26, 2018 is \$ 382,928.42 previously estimated at \$ 384,000.00. Payroll deductions dated October 26, 2018 are \$ 388,862.81 previously estimated at \$ 408,000.00.

The estimated payroll for November 9, 2018 is \$ 396,000.00 with estimated deductions and matching payments of \$ 220,000.00. This was approved at the meeting dated October 16, 2018.

Attached is a list of property tax refunds and settlements Nos. 17887 through Nos. 17889 dated October 12, 2018 through November 1, 2018 in the amount of \$ 245.52. These payments have been released as authorized under Resolution 2013-6920. Voided checks in the amount of \$ (245.52) are separately listed.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of November 2, 2018 in the amount of \$ 3,241,029.65 and
- Payroll dated October 26, 2018 in the amount of \$ 382,928.42 and payments of the various payroll deductions in the amount of \$ 388,862.81 plus City matching payments and
- Property Tax payments and settlements with an ending date of November 1, 2018 in the amount of \$245.52.

ROLL CALL VOTE NEEDED