

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 9/1/2016 <i>6</i>
Reports & Recommendations	CONSTRUCTION BIDS FOR THE HISTORICAL BARN RECONSTRUCTION S. LEGEND DRIVE AND S. SCHLUETER PARKWAY	ITEM NO. <i>6.8.</i>

BACKGROUND

The City is assisting the Historical Society for the construction of the 1890's vintage barn. DPW has plans to complete the site work and place the concrete foundation and slab flooring. All materials (wood, shingles, hinges, screws, etc) for the barn structure will be provided by the Historical Society and Staff assisted in bidding out the carpentry work. Bids were received on August 25, 2016.

ANALYSIS

The City received only one bid as follows:

\$107,829.00 Industrial Construction & Associates, Inc.

There was no hard estimate, but the architect estimated the following:

The five (5) week schedule for the barn construction, excluding foundation, electrical work and painting is realistic. Based on two crew sizes I would estimate the carpentry labor to be as follows:

- A. 3 Man Crew: 5 weeks @ 40 hours/week = 600 MH.
- B. 4 Man Crew: 4 weeks @ 37.5 hrs./week = 600 MH.

Therefore, this equates to almost \$180/manhour and appears to be excessive. Staff has asked Industrial Construction for observations on why the bid was so high. Perhaps the estimate of hours was excessively low.

Regardless, the Historical Society has stated that this bid far exceeds their budget and recommends that the bid be rejected and re-bid. The Historical Society is working with Staff to locate additional contractors to provide a bid if it is rebid.

OPTIONS

Staff recommends rejecting all bids and re-bid the project this fall/winter.

FISCAL NOTE

There are not sufficient funds with existing appropriations to award this project with the submitted bid.

RECOMMENDATION

Reject bid for the Historical Barn Reconstruction S. Legend Drive And S. Schlueter Parkway project and instruct Staff to rebid later in 2016.

BLANK PAGE

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 09/06/2016
Reports & Recommendations	RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH RA SMITH NATIONAL FOR STUDY OF ROOT RIVER AT W. OAKWOOD ROAD	ITEM NO. <i>G.9.</i>

BACKGROUND

The agenda for this Common Council Meeting also includes an update from the Waukesha Water Utility’s proposed update on their water diversion project. This project will include a return line to the Root River and it is expected that the location of the return line will be located in the right-of-way of W. Oakwood Road and will have the discharge location will be located at the southeast corner of W. Oakwood Road and S. 60th Street.

Oakwood Road between S. 60th Street and W. 76th Street is known to be flood prone and inundated by the Root River during any significant rainfall. DPW closes this section of road because of the flood waters on average 12 times per year.

Staff has identified Waukesha’s project and Franklin’s flooding issues as a possible win-win scenario whereas Waukesha would have a location to dispose of excess excavation created by the pipeline work, and Franklin could have W. Oakwood Road raised at minimal expense.

ANALYSIS

To allow Waukesha to use W. Oakwood Road as a fill site, as opposed to signing a quick agreement with a private property owner, Franklin would need to start the permit process with Wisconsin Department of Natural Resources (DNR), U.S. Corp of Engineers (COE), and/or Federal Emergency Management Agency (FEMA) as necessary.

Staff contacted some local firms and asked for resumes of experienced professionals. Enclosed is the resume of Cynthia DeBruine, P.E., CFM at RA Smith National. Of note was listed a project very similar to the W. Oakwood Road project:

Three Mile Road Bridge Replacement, Town of Raymond, Racine County, Wisconsin: Evaluated proposed modifications to the Three Mile Road crossing of the East Branch Root River Canal to reduce road closures. 2009.

Staff checked references and felt comfortable in contacting Ms. DeBruine and discuss a scope of services. That meeting led to preliminary meetings with SEWRPC and DNR to discuss the project. As a result of those meetings, a scope was developed and is included as Attachment A to an Agreement with RA Smith for professional services.

Common Council should note that “flood easements” are anticipated for properties upstream of W. Oakwood Road if the road is raised. Most of the properties are owned by Milwaukee County Parks and Staff has had preliminary discussions with Parks personnel and no large obstacles are anticipated.

OPTIONS

Authorize execution of Agreement with RA Smith; or
Table

FISCAL NOTE

There is approximately \$50,000 in the Capital Improvement Fund – Contingency.

RECOMMENDATION

Authorize the execution of the attached professional services contract with RA Smith National for Study of Root River at W. Oakwood Road in the amount of \$25,900 from the Capital Improvement Fund – Contingency pending review by City Attorney.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY
RESOLUTION NO. 2016 - _____

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH
RA SMITH NATIONAL FOR STUDY OF ROOT RIVER AT W. OAKWOOD ROAD

WHEREAS, W. Oakwood Road from S. 76th Street to S. 60th Street is inundated with flooding several times per year from the Root River; and

WHEREAS, there is an anticipated construction project in the general area that could provide fill for raising the flood-prone section of W. Oakwood Road; and

WHEREAS, a lengthy process of study and permitting is needed to enable the proposed construction project to provide fill at this location; and

WHEREAS, the cost of study and permitting by the City for potential construction during the anticipated construction cost by others would save the City substantial amount of funding as opposed to performing all improvements under a future City contract; and

WHEREAS RA Smith National has experience and expertise in doing the necessary study and permitting process for this type of work; and

WHEREAS, RA Smith National has presented a professional services agreement for a not to exceed budget of \$25,900 to do the work for this project; and

WHEREAS; there is sufficient funds in the Capital Improvement Fund – Contingency;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement whereby RA Smith National shall provide study and permitting services for the study of the Root River at W. Oakwood Road in the amount of \$25,900.

This agreement being subject to review and approval of the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2016.

APPROVED:

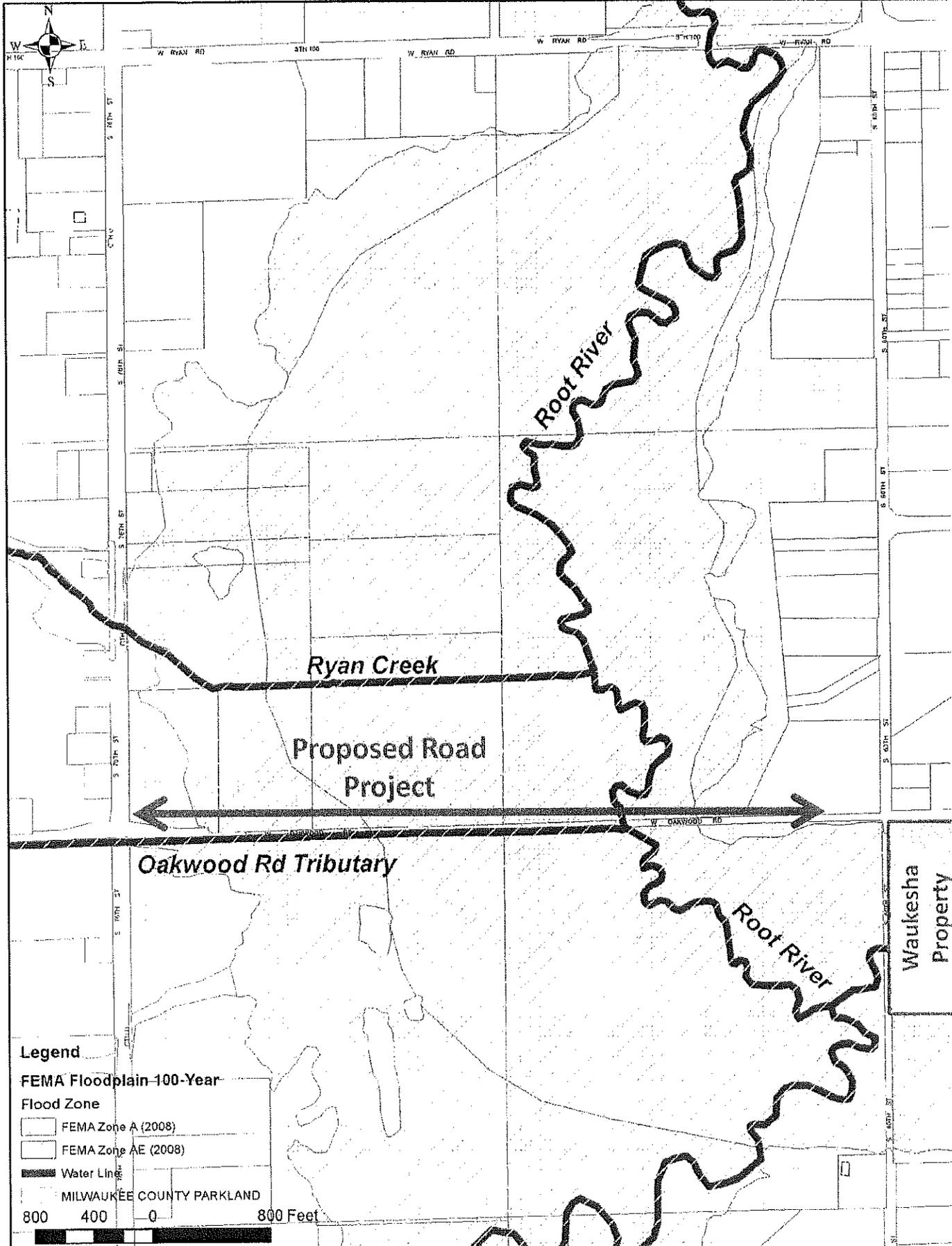
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

BLANK PAGE



Legend

FEMA Floodplain-100-Year Flood Zone

-  FEMA Zone A (2008)
-  FEMA Zone AE (2008)
-  Water Line

MILWAUKEE COUNTY PARKLAND
800 400 0 800 Feet

Blank Page

A G R E E M E N T

This AGREEMENT, made and entered into this ___ day of _____, 2016, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and R.A. Smith National, Inc. (hereinafter "CONSULTANT"), whose principal place of business is 16745 W. Bluemound Road, Brookfield, WI 53005-5938.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONSULTANT to provide consultation with respect to Root River Floodplain Evaluation for W. Oakwood Road Improvements.

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for consultation with respect to Root River Floodplain Evaluation for W. Oakwood Road Improvements, as described in CONSULTANT's proposal to CLIENT dated September 1, 2016, annexed hereto and incorporated herein as Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT following approval by CLIENT.
- C. CONSULTANT is an independent CONSULTANT and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONSULTANT and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONSULTANT as employer. CLIENT understands that express AGREEMENTS may exist between CONSULTANT and its employees regarding extra work, competition, and nondisclosure.

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

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A, at the CONSULTANT's standard billing rates with a not-to-exceed budget of \$25,900, subject to the terms detailed below:

- A. CONSULTANT may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$25,900. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONSULTANT will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONSULTANT in writing within thirty (30) days of receipt of invoice and related report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

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

V. TERMINATION

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

VI. INSURANCE

The CONSULTANT shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below. The minimums in parenthesis were adjusted to match the CONSULTANT's limits after July 19, 2016 correspondence with the CLIENT.

A. Limit of General/Commercial Liability	(\$2,000,000)
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	(\$5,000,000)
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT'S officers, directors, partners, employees, and consultants in the performance of CONSULTANT'S services under this AGREEMENT.
- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONSULTANT'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT'S negligence bears to the total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S officers, directors, partners, employees,

and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.

VIII. TIME FOR COMPLETION

CONSULTANT shall commence work immediately having received a Notice to Proceed as of _____, 2016.

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

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

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

CITY OF FRANKLIN, WISCONSIN

R.A. Smith National, Inc.

BY: _____

BY: Cynthia V. DeBruine

Stephen R. Olson, Mayor

Cynthia V. DeBruine

DATE: _____

TITLE: Senior Water Resources Engineer

DATE: _____

BY: _____

Sandra L. Wesolowski, City Clerk

DATE: _____

BY: _____

Paul Rotzenberg, CPA, Director of Finance & Treasurer

DATE: _____

Approved As to Form:

BY: _____

Jesse A. Wesolowski, City Attorney

DATE: _____

Attachment A

September 1, 2016

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

Re: Proposal for Professional Services
Root River Floodplain Evaluation for
Oakwood Road Improvements

Dear Mr. Morrow:

Thank you for this opportunity to provide a quotation for professional services. The contents of this proposal letter spell out the Scope of Services to be provided, the Services Not Included, the proposed Completion Schedule, the Professional Fees, and the Assumptions and Conditions under which this proposal is being made.

- I. PROJECT NAME: Root River Floodplain Evaluation for W. Oakwood Road Improvements
- II. DESCRIPTION OF SERVICES TO BE PERFORMED:

It is our understanding that the City of Franklin would like to consider the permitting and reconstruction of W. Oakwood Road between S. 60th Street and S. 76th Street. This section of road is closed to traffic multiple times annually due to flooding from the Root River. Although Oakwood Road Tributary to the Root River is on the south side of the road and flows to the Root River from the west, widening of the roadway is anticipated to occur to the north so the tributary channel would not be impacted. The reconstruction will require a replacement structure(s) crossing for the Root River and potential additional overflow culverts to pass the flood flows that currently flood the road.

The Root River at this location has a mapped floodplain as documented in the Milwaukee County Flood Insurance Study (FIS) effective September 26, 2008. Ms. Laura Kletti Herrick of the Southeastern Wisconsin Regional Planning Commission (SEWRPC) stated that the original 1981 FIS hydraulic model has been converted to newer hydraulic software and is available from SEWRPC. The flood discharges from the FIS have not been updated.

Permitting for the project was discussed during a preliminary meeting with the City staff and Wisconsin Department of Natural Resources (WDNR) staff. The permitting required will be dependent on the location of infrastructure for the Waukesha Water Utility project, the permitting prepared for that project, and the final roadway design alternative. Due to the number of unknowns, the cost for permitting services is not provided at this time, but can be defined after the Waukesha Water Utility piping route is chosen.

The new structure(s) and changes to the floodway width and/or elevation changes at W. Oakwood Road will require a Conditional Letter of Map Revision (CLOMR) application to the Federal Emergency Management Agency (FEMA). The CLOMR requires notification of the affected property owners by the City for changes to the floodway width and/or elevation changes. If the proposed project causes an increase in the Base Flood Elevation (BFE), legal notices will need to be sent to affected property owners and the City will need to acquire flooding easements for the increase. Our proposal includes preparation

Deliver excellence, vision, and responsive service to our clients.

of the draft notification letter or draft legal notice for use by the City. The CLOMR fee to FEMA is estimated to be \$6,500 and is included as a reimbursable.

After completion of the project, as-built survey of the new roadway structure(s) is required and a final Letter of Map Revision (LOMR) submittal to show that the project has been constructed as provided in the CLOMR. The estimated FEMA LOMR fee is \$8,000 and is not included as a reimbursable. Due to the extended time frame and other unknowns, fees to prepare the as-built survey and the LOMR application are not included in this proposal.

It is anticipated that all or some of the follow up design and construction work might be performed by Waukesha through their water diversion project. Those decisions are not made nor negotiated at the present time.

R.A. Smith National, Inc. (RASN) proposes to provide the following services:

A. Survey

1. Profile of Oakwood Road from 1,200 feet west of S. 60th Street west to 400 feet east of S. 76th Street at 100-foot increments.
2. Root River culverts at Oakwood Road.
3. Root River structure at S. 60th Street.
4. The ordinary high water marks (OHWM) on the Root River at W. Oakwood Road and on Oakwood Road Tributary to the Root River west to 400 feet east of S. 76th Street. (OHWM identification by WDNR will be requested by RASN).
5. Topographic survey of 10010 S. 76th Street limited to spot elevation around house including lowest adjacent grade (LAG), first floor, and potential impact of raising floodplain. (Provided as an Extra Service, if needed.)
6. Topographic survey of 10100 S. 76th Street limited to spot elevation around house including LAG, first floor, and potential impact of raising floodplain. (Provided as an Extra Service, if needed.)

B. Alternatives Analysis

1. Kick-off meeting with the City of Franklin to discuss potential alternatives and obtain proposed roadway cross section.
2. Obtain and review the FIS hydraulic model and the SEWRPC converted hydraulic model for the Root River.
3. Prepare an updated existing condition hydraulic model by adding cross sections in the vicinity of W. Oakwood Road, and the structures at W. Oakwood Road and S. 60th Street from Milwaukee County 2015 LiDAR topographic data and RASN survey.
4. Prepare a hydraulic model including the proposed roadway cross section developed through discussions with the City. Use the model to evaluate alternative road elevations, and structure sizes and placement. It is anticipated that the final design will require a replacement structure at the current Root River channel location and a number of secondary overflow structures to maintain a wide floodway at W. Oakwood Road. Alternatives will be evaluated for a 24-hour duration event using the current SEWRPC-approved hydrology. Alternatives to be evaluated will include:
 - a. Road elevation with no overtopping for the 1% annual chance event (100-year recurrence interval);
 - b. Road elevation with 6 inches or less of roadway overtopping for the 1% annual chance event;
 - c. One stream crossing structure at the current location;

- d. One primary stream crossing structure at the current location and secondary overflow structures as needed to minimize or eliminate flood elevation increases and floodway changes upstream and/or downstream of W. Oakwood Road.
5. Prepare a summary of the alternative analysis results.
6. Meet with the City to discuss the alternative analysis.
7. Prepare a report documenting the alternatives and presenting the final chosen alternative. The report will include all pertinent exhibits and technical data.
8. Submit the report to the Wisconsin Department of Natural Resources (WDNR) and coordinate for review and approval.

C. Conditional Letter of Map Revision (CLOMR) Application

1. Prepare draft notification or legal notice for affected property owners (for completion and mailing by the City.)
2. Prepare Endangered Species Act Compliance documentation.
3. Prepare online CLOMR application.
4. Fee payment and documentation of notification of affected property owners and flooding easements (if required.)
5. Coordinate with FEMA during review process.

D. Coordination with Waukesha Water Utility

1. Attend up to 2 meetings with Waukesha Water Utility and/or its consultant.

E. FEMA Letter of Map Revision (LOMR). Services not included in this proposal.

F. Design. Services not included in this proposal

III. COMPLETION SCHEDULE:

We anticipate completion of survey items A.1-3 within 4 weeks of receipt of the signed agreement and notice to proceed. Item A.4. will be dependent on WDNR flagging the OHWM. The Alternative Analysis through item B.4. will be completed within 6 weeks of completion of the survey. The report will be submitted to WDNR within 4 weeks of determination of the final alternative by the City. The CLOMR application will be coordinated with the City after receipt of WDNR approval of the analysis report.

IV. PROFESSIONAL FEES:

- A. The above-described services will be provided for on a time and expense basis according to the hourly rates shown on the Professional Fees Rate Schedule. Usual and customary expenses such as mileage, postage, delivery, and printing will be invoiced at cost.
- B. Invoices will be submitted monthly with an itemized statement for the time and expenses incurred on the project.
- C. Permit fees will be paid by RA Smith as reimbursable expenses.
- D. A breakdown of estimated fees for the services outlined above is as follows. The upper limit for each phase will not be exceeded without prior approval from the City of Franklin:

Task	Fee
Survey (Items A. 1-4)	\$4,100 to \$4,600
Survey (Item A.5. – Extra Services)	\$1,800
Survey (Item A.6. – Extra Services)	\$1,300
Alternatives Analysis	\$13,600 to \$16,800
CLOMR Application	\$2,700 to \$3,500
Coordination with Waukesha Water Utility	\$1,000
Public Meeting Presentation (Extra Services)	\$1,100
Additional Meeting with City (Extra Services)	\$500

V. ASSUMPTIONS AND CONDITIONS:

Our estimated fees are based on the following set of assumptions and conditions. Deviations from these may result in additional fees:

- A. The terms and conditions set forth herein are valid for 120 days from the date of this proposal and are conditioned upon our completion of all services within 18 months of this date.
- B. The hourly rates shown on the Professional Fees Rate Schedule are subject to change on an annual basis.
- C. The City of Franklin will provide any existing data pertinent to the proposed project. Verification of information provided by others is not a part of the Scope of Services; therefore any problems arising out of the use of such information shall not be the responsibility of R.A. Smith National, Inc.
- D. The City of Franklin will reimburse for any and all review and permit fees.
- E. The City of Franklin will coordinate with land owners affected by the project, including Milwaukee County.
- F. The City of Franklin will provide coordination with the Waukesha Water Utility consultant.

VI. SERVICES NOT INCLUDED:

Additional or extended services beyond those specifically described in the Scope of Services are not included as part of this project and, therefore, are not reflected in our estimate of fees. If requested, these services will be performed on an hourly, time-and-material basis according to the attached Professional Fees Rate Schedule, unless other arrangements are agreed upon.

If there are any questions please contact us. We look forward to a very successful project!

Sincerely,
R.A. Smith National, Inc.

Cynthia V. DeBruine

Cynthia V. DeBruine, P.E., CFM
Senior Water Resources Engineer

Enclosure

**PROFESSIONAL FEES RATE SCHEDULE
GENERAL 2016 RATES**

<u>ENGINEERING SERVICES</u>	<u>2016 PER HOUR</u>
Principal-In-Charge	\$208
Division Director	\$181
Senior Project Consultant	\$165
Senior Project Manager	\$148
Project Manager	\$136
Senior Project Engineer	\$136
Project Engineer	\$129
Civil Engineer	\$ 89 - \$120
Engineering Technician	\$ 65 - \$116
Planner	\$ 96 - \$116
Landscape Architect	\$124 - \$144
Landscape Technician	\$102
Irrigation Designer	\$132
Ecologist	\$105 - \$125
Senior Structural Engineer	\$141 - \$173
Structural Engineer	\$103 - \$130
Structural CAD Technician	\$ 76 - \$103
<u>SURVEYING SERVICES</u>	
Survey Director	\$145
Senior Project Manager	\$135
Project Manager	\$120
2-Member Field Crew GPS/Robotics	\$180
Field Person GPS/Robotics	\$125
GPS Equipment	\$ 26
Project Surveyor	\$105
Survey Technician	\$ 75 - \$100
3D Laser Scan Project Manager	\$120
3D Laser Scan Technician	\$ 90
2-Member Field Crew w/Scanner	\$270
3-Member Field Crew w/Scanner	\$350
<u>CONSTRUCTION SERVICES</u>	
Construction Services Manager	\$146
Construction Technician	\$ 78 - \$127
<u>GIS & VISUALIZATION SERVICES</u>	
GIS Project Manager	\$121 - \$138
GIS Technician	\$ 63 - \$108
Visualization Services Manager	\$117
Visualization Technician	\$ 99 - \$110
<u>IT & ADMINISTRATIVE SERVICES</u>	
Computer Services	\$158
Grants Specialist	\$108
Project Technician	\$ 75
Litigation/Expert Witness	\$240 - \$260

Blank Page

<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>9/6/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Authorization to Approve and Authorize Execution of an Intergovernmental Agreement with the Village of Greendale for the Purchase of Half-share Ownership in a 1994 Pierce Saber Fire Engine and for Storage of and Shared Access to Fire Engine</p>	<p>ITEM NUMBER</p> <p><i>G, 10.</i></p>

At the Common Council meeting of June 7, 2016, the Common Council approved the following motion: "Alderswoman Wilhelm moved to approve an Intergovernmental Agreement with the Village of Greendale for the storage of and shared access to a 1994 Pierce Saber fire engine, subject to technical corrections by the Director of Administration as described in his memo dated 6/7/2016, as approved by the City Attorney, and subject to confirmation of liability coverage by the League of Wisconsin Municipal Mutual Insurance company, and to immediately allow temporary storage of the fire truck at Fire Station No. 3, pending execution of the agreement. Seconded by Alderman D. Mayer. All voted Aye; motion carried."

Unfortunately, the nature of the change required to the agreement based upon the authorized "technical corrections" to insurance and liability language exceeds what would appropriately be considered a "technical correction". As such, the revision is brought back to the Common Council for consideration and approval.

Both insurance companies agreed that to accommodate Wisconsin statutes while achieving the communities' intent, Greendale would need to sell Franklin a half-share ownership in the piece of equipment. By doing so, both communities can then share the liability, as originally intended. Greendale's Attorney revised the language to be consistent with that strategy. Franklin's insurance company concurs with the strategy, but the Director of Administration is seeking confirmation as to the acceptability of the liability and indemnification language. As such, the motion again references that it is subject to technical corrections, but significant changes are not anticipated. A marked-up version of the previously considered item is attached.

As a reminder, the original council action sheet contained the following information from the Fire Chief on sharing the Fire Engine.

"The Greendale Fire Department is in the process of building a new fire station. The old station is being torn down and the Greendale Fire Department, along with its apparatus, has been relocated to the lower level of their police station. GDFD does not have room to house a reserve engine at this time.

The Franklin Fire Department is seeking approval to store the apparatus at Station #3, and to jointly use the apparatus for training, and as a reserve pumper when one of FFD's front-line apparatus is out of service due to maintenance and/or repair.

The Greendale Fire Department would be able to access the engine when needed on a 24-hour basis. Fire departments throughout Wisconsin have access to each other's fire stations during an emergency event, and this key would be used only in the event that GDFD needed to access the apparatus during an emergency situation when FFD personnel are not available.

All FFD personnel have been trained in the operation of the vehicle.

The agreement benefits both parties, as Franklin would receive credit for a reserve pumper in its Insurance Services Office (ISO) rating that it does not currently receive. Also, as FFD's apparatus continue to age and also experience increasing call volume, there are several times per year that they are out of service for maintenance - often for extended periods. The Fire Chief recommends approval."

COUNCIL ACTION REQUESTED

Motion to approve and authorize execution of an Intergovernmental Agreement with the Village of Greendale for the purchase of half-share ownership in a 1994 Pierce Saber fire engine and for storage of and shared access to said fire engine, subject to technical corrections as approved by the City Attorney, and to authorize release of the payment upon execution.

**AGREEMENT BETWEEN THE VILLAGE OF GREENDALE AND
THE CITY OF FRANKLIN FOR SHARED USE OF 1994 PIERCE SABER**

WHEREAS, the Village of Greendale is the owner of a 1994 Pierce Saber; and

WHEREAS, Wis. Stat. § 66.0301 allows the Village of Greendale and the City of Franklin to enter into intergovernmental cooperation agreements for the purposes of effectuating joint goals; and

WHEREAS, the Village and City of Franklin have agreed to share the use of a 1994 Pierce Saber as a backup fire truck.

NOW THEREFORE, the parties hereby agree that the Village of Greendale and City of Franklin will share use of 1994 Pierce Saber with the following conditions:

1. The City of Franklin will purchase hereby purchases a one-half ownership interest in the 1994 Pierce Saber for \$1.00, receipt of which is hereby duly acknowledged, subject to the following. If this ~~and if the contract is terminated or expires, for any reason, the Village of Greendale~~ City of Franklin will purchase back offer to sell the City of Franklin's one-half interest to the Village of Greendale for \$1.00, to allow the Village of Greendale to obtain back full ownership of the vehicle.
- ~~1.2.~~ The Village of Greendale and City of Franklin will both cover the ~~engine~~ 1994 Pierce Saber on their will continue to pay the cost of auto collision and comprehensive insurance coverages to insure against physical damage to the truck. Each of the parties agrees to secure and maintain at all times during the term of this agreement general liability insurance to protect each party against any and all claims for injury or loss arising out of or related to the provision and use of the 1994 Pierce Saber.
- ~~2.3.~~ All costs to maintain and operate the 1994 Pierce Saber shall be shared equally between the Village of Greendale and the City of Franklin, provided that such costs are agreed to in writing between the parties before the costs are incurred. The party incurring the costs shall submit an invoice to the other party showing the full amount paid and demanding reimbursement of 50 percent of such amount, which shall be paid within 45 days of receipt of the invoice, subject to the following.
- ~~3.4.~~ Indemnification. Each party hereby agrees to indemnify, defend and hold harmless the other party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of the indemnifying party or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the indemnified party its elected and appointed officials, officers,

employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the indemnified party, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the indemnified party, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The indemnifying party shall reimburse the indemnified party, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

4.5. The fire truck will be stored at the City of Franklin's Fire Station located at 4755 W. Drexel Ave. The City of Franklin agrees to allow any Village of Greendale Fire Department personnel access to the City of Franklin Fire Station building and the vehicle bay where the fire truck is stored, for the purpose of accessing and using the 1994 Pierce Saber vehicle. The City of Franklin agrees to place the 1994 Pierce Saber in a location that allows unobstructed exit from the station, such that the Village of Greendale can access the 1994 Pierce Saber and drive away without being hampered by City of Franklin vehicles or equipment.

5.6. The use of the 1994 Pierce Saber is available to the City of Franklin and the Village of Greendale on a first come, first serve basis.

6.7. The 1994 Pierce Saber shall not be used for parades or other ceremonial or public relations related purposes, except upon the mutual agreement of the Village of Greendale Fire Chief and the City of Franklin Fire Chief, which may be granted from time to time for particular specified dates and times.

7.8. The City of Franklin acknowledges and agrees that all City of Franklin personnel using the 1994 Pierce Saber vehicle will abide by the Village of Greendale's standard operating guidelines in reference to the operation and training requirements for use of the 1994 Pierce Saber. The City of Franklin acknowledges and agrees that the Village of Greendale Fire Chief has the sole authority, upon consultation with the City of Franklin Fire Chief, to authorize which City of Franklin Fire Department personnel will be allowed to operate the 1994 Pierce Saber stationed in the City of Franklin Fire Station. The Village of Greendale agrees to provide to the City of Franklin training in the use of the 1994 Pierce Saber vehicle. It is expected that the City of Franklin will supplement any training provided by the Village of Greendale.

8.9. This agreement shall commence on the date of the last approval shown below. This agreement shall terminate on the five year anniversary of the date shown below, subject to the following. After that date, this agreement shall be automatically renewed for successive one-year terms unless written notice is given by either party that they wish to terminate the agreement. Notice of termination shall be given in writing not less than 60 days before the end of any extended term. This agreement may be terminated by either

CITY OF FRANKLIN

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

Before me, _____, on this day personally appeared
_____, proved to me through identity card or other document
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he executed the same for the purposes and the consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 2016.

Notary Public, Milwaukee County, Wisconsin
My Commission:

Approved at to Form:

Jesse A. Wesolowski, City Attorney

APPROVAL <i>Slw</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE Sept 6, 2016
REPORTS & RECOMMENDATIONS	APPOINTMENT OF AUDITOR FOR THE CITY OF FRANKLIN FINANCIAL REPORTS FOR 2016 THRU 2020	ITEM NUMBER <i>G.11.</i>

Background

The City of Franklin is required by State Statute to submit an audit of its financial records to the WI Dept of Revenue by May 15. The City has been audited by Clifton Larson Allen, LLC for the most recent seven years. The City prepares a Comprehensive Annual Financial Report in connection with the audit. The City's CAFR has received a Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association since 1992.

The Finance Committee directed that a Request for Proposal for audit services be circulated to qualified audit firms. An RFP was circulated in early June to five firms, all of whom responded.

Fee schedules were submitted by all five firms, for the five year proposal (and two option years). A copy of the fee schedule is attached. These fee quotes were on a not to exceed basis.

A sub-committee of three Finance Committee members reviewed the responses, selecting two firms for interview. Interviews were held August 4, 2016 with the top two firms selected, Baker Tilly LLP and Sikich LLP representatives.

Analysis

Baker Tilly, LLC audited the City of Franklin prior to Clifton Larson Allen, LLC. Baker Tilly, LLC (formerly known as Virchow Krause LLC) audited the City from 1998 to 2008.

Baker Tilly LLC has the largest list of Wisconsin Cities, Towns, Villages and Counties of any firm in the state. The firm has over 2700 professionals and would staff the audit out of its downtown Milwaukee office.

Recommendation

The Finance Committee voted 5-0 to recommend that Baker Tilly, LLC be appointed as the City's auditor for the years 2016 – 2020, with two additional option years.

COMMON COUNCIL ACTION REQUESTED

Motion to appoint Baker Tilly, LLC as the City of Franklin's auditor for the years 2016-2020, with a two year option.

City of Franklin
Audit Services Responses to RFP
Jul-16

	Baker Tilly	Sikich	Schenck	Clifton Larson Allen	Reilly Penner & Benton
City	23,000	23,100	29,500	30,170	44,000
Water	4,000	5,310	4,900	4,750	10,350
Sewer	4,000	5,310	4,600	4,750	6,900
TIF 3	1,000	1,595	1,500	1,300	1,150
TIF 4	1,000	1,595	1,500	1,300	1,150
New TID	1,000	1,595	-	1,300	-
Form C	2,000	370	750	2,400	1,725
PSC Rpt	2,000	2,005	1,650	2,000	4,600
Total	38,000	40,880	44,400	47,970	69,875
DHFS	2,000	1,900	1,200	1,500	2,500

Baker Tilly	2016	2017	2018	2019	2020	Total
City	23,000	23,000	24,500	24,975	25,750	121,225
Water	4,000	4,000	4,250	4,350	4,475	21,075
Sewer	4,000	4,000	4,250	4,350	4,475	21,075
TIF 3	1,000	1,000	1,000	1,025	1,050	5,075
TIF 4	1,000	1,000	1,000	1,025	1,050	5,075
New TID	1,000	1,000	1,000	1,025	1,050	5,075
Form C	2,000	2,000	2,000	2,050	2,100	10,150
PSC Rpt	2,000	2,000	2,000	2,050	2,100	10,150
Total	38,000	38,000	40,000	40,850	42,050	198,900
% increase		0.0%	5.3%	2.1%	2.9%	

Sikich	2016	2017	2018	2019	2020	Total
City	23,100	23,562	24,030	24,510	25,120	120,322
Water	5,310	5,420	5,530	5,640	5,780	27,680
Sewer	5,310	5,420	5,530	5,640	5,780	27,680
TIF 3	1,595	1,630	1,660	1,690	1,730	8,305
TIF 4	1,595	1,630	1,660	1,690	1,730	8,305
New TID	1,595	1,630	1,660	1,690	1,730	8,305
Form C	370	380	390	400	410	1,950
PSC Rpt	2,005	2,050	2,090	2,130	2,180	10,455
Total	40,880	41,722	42,550	43,390	44,460	213,002
% increase		2.1%	2.0%	2.0%	2.5%	

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Sept 6, 2016
REPORTS & RECOMMENDATIONS	July, 2016 Financial Report	ITEM NUMBER <i>B.12.</i>

Background

The July, 2016 Financial Report is attached.

The Finance Committee reviewed these statements and recommends acceptance of the report.

Highlights of the report are contained in the transmittal memo.

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

COUNCIL ACTION REQUESTED

Motion to Receive and place on file



City of Franklin

Date: August 17, 2016
To: Mayor Olson, Common Council and Finance Committee Members
From: Paul Rotzenberg, Director of Finance & Treasurer *pal*
Subject: July 2016 Financial Report

The July, 2016 financial reports for the General Fund, Debt Service Fund, TID3 Fund, TID 4 Fund, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Capital Improvement Fund, Street Improvement Fund, Development Fund, Utility Development, Self Insurance Fund and Employee Retirement Insurance Fund are attached.

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

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored. The overdraft in the Retiree Health Fund relates to funds advanced by the General Fund to the Trust in excess of the Annually Required Contributions.

Cash & Investments in the General Government declined \$687,487 from June to July. General fund payroll costs exceeded revenues for the month by approximately this amount. TID cash balances increased as a result of shared revenues from the State net of project payments. Water Utility cash rose on the initial collection of Sewer & Water billings. Tax Fund cash represents the State payment of School Levy and First Dollar credits at the end of July.

General Fund revenues of \$18,333,416 are \$183,436 greater than budget. Nearly all of this is faster collection of Real Estate taxes, which will disappear as the year progresses. Real Estate taxes comprise 75.9% of total revenues thru July. Building permit revenue of \$193,028 is only 38% of budget, and nearly \$100,000 behind expected budgeted levels. Ambulance revenues of \$595,173 are \$55,431 behind budget. Fire Dept Staffing issues are also impacting fire inspection revenues, while the reduced commercial development is depressing Fire plan review revenues.

Other items of note in the General Fund activity are:

- General Government expenditures are under budget primarily due to late vacant personnel positions.
- Public Safety – overtime issues in both Police & Fire are pushing personnel costs higher. At the same time, reduced retiree health costs are offsetting those expenditures. Fuel costs are lower than budget on the reduced cost, while the amount of fuel used is at expected levels.
- Public Works underspending is related to a personnel issue and reduced fuel costs.
- Contingency appropriations have encumbrances that relate to Economic Development and will be moved to that area shortly.

Overall, General Fund expenditures of \$14,087,987 are \$937,412 underspent to budget.

A \$4,245,429 surplus is \$1,120,848 greater than budget. This surplus will slowly disappear as tax revenues are substantially collected, but personnel costs occur ratably across the year.

DEBT SERVICE – Debt payments were made March 1 as required. The April/May refunding activity reflects the sale of the new bonds. A budget amendment is forthcoming.

TID3 – Tax revenues were slightly greater than the Budget. Expenditures for the S 27th Street project are composed of the sidewalk, street lighting, streetscaping and water main elements. Few of the contractor invoices for this work have arrived as yet.

TID4 – Tax receipts are \$89,709 great than budget due to the overlapping taxing authorities tax levies. The TID retired the remaining portion of the Interfund Advance in February. No project costs are expected in 2016.

SOLID WASTE FUND – Revenue is comparable to budget and 2015. Tipping Fee costs are arriving late, and so are not reflected in results.

CAPITAL OUTLAY FUND – revenues are in line with budget. Public Safety purchases relate to six police squad cars, while the Public Works expenditure was the purchase of the stump grinder. The contingency purchases were fire safety equipment, mailboxes and street lights.

EQUIPMENT REPLACEMENT FUND – Revenues are in line with budget. Purchases are in process for the Utility Tractor, Super Duty 75, Snow blower, Tandem Axel Truck, Wheel Loader and a Ford F-550.

CAPITAL IMPROVEMENT FUND – Project expenditures for Public Safety include the Fire Station #1 roof and the Police Radio System. Public Works costs relate to the St Martin's Road project and Emergency Vehicle Preemption system. Culture & Recreation expenditures relate to Kayla's Playground (\$172,847), Collage Ave pathway (\$127,482), River Park bridge engineering (\$103,631) and Pleasant View trail (\$27,600).

STREET IMPROVEMENT FUND – Revenues are in line with budget. The encumbrance for the 2016 Street Improvement program is now in place.

DEVELOPMENT FUND – Impact fee collections thru July were impacted by the Building Permit on the Autumn Leaves project. Impact fee collections now exceed budget by \$97,825.

Transfers to the Debt Service fund were made in March to support the prior Police, Fire and Library projects. \$216,155 of park impact fees have been transferred to the Capital Improvement fund to date. This may change once the CDBG grant on the W College Ave pathway is known.

UTILITY DEVELOPMENT FUND – activity has been minimal with few connection fees or Special Assessments collected. The bulk of the Special Assessment collections occur in December when billing the tax roll.

SELF INSURANCE FUND – Premium revenues are approximately equal to budget. Claims costs are stronger than budget. The fund operated at a \$195,912 deficit thru July, 2016. Things can change quickly in this fund.

RETIREE HEALTH FUND – Insurance results generated a \$46,512 Implicit rate subsidy thru July. That reflects higher than normal claims for retirees as compared to active employees. The Annual Required Contribution has been substantially offset by the Implicit rate subsidy at this point in time. Due to an overpayment of the 2015 ARC, it is expected that the 2016 ARC will be reduced by \$150,000 and the Trust will be required to fund claims in 2016. To date the General Fund has advanced \$181,262 to this fund.

Caution is advised when reviewing results over such a short period of time. Investment results have been favorable \$273,813, following market performance in 2016. The fund is substantially invested in passive index investments, reduced by fund expense fees. Investment results in the equity markets can be volatile, again caution is advised.

City of Franklin
Cash & Investments Summary
July 31, 2016

	Cash	American Deposit Management	Institutional Capital Management	Local Gov't Invest Pool & Other	Total	June Total
General Fund	\$ 661,829	\$ 3,135,740	\$ 7,592,640	\$ 234,905	\$ 11,625,114	\$ 12,312,601
Debt Service Funds	39,807	80,212	439,134	-	559,153	558,946
TIF Districts	64,979	2,465,901	1,100,444	-	3,631,324	3,266,381
Nonmajor Governmental Funds	763,041	4,734,204	8,302,057	-	13,799,302	13,792,927
Total Governmental Funds	1,529,657	10,416,057	17,434,275	234,905	29,614,893	29,930,854
Sewer Fund	206,499	352,465	400,162	-	959,126	785,410
Water Utility	1,085,377	666,563	-	-	1,751,940	670,021
Self Insurance Fund	12,162	125,273	3,071,477	-	3,208,912	3,212,851
Retiree Health Fund	(181,262)	-	-	4,982,700	4,801,438	4,668,250
Property Tax Fund	258,962	276,623	-	8,401,000	8,936,585	728,293
Other Trust Funds	5,848	-	-	-	5,848	7,289
Total Other Funds	1,387,586	1,420,924	3,471,639	13,383,700	19,663,850	10,072,112
Grand Total Cash & Investments	2,917,243	11,836,981	20,905,914	13,618,605	49,278,743	40,002,967
Average Rate of Return		0.41%	1.08%	0.42% LGIP only		
Maturities:						
Demand	2,917,243	10,121,981	55,590	9,049,489	22,144,303	12,889,854
Fixed Income & Equities	-	-	-	3,741,982	3,741,982	3,707,175
2016	-	1,470,000	5,002,131	-	6,472,131	6,472,938
2017	-	245,000	6,024,011	172,620	6,441,631	6,446,987
2018	-	-	4,186,485	172,407	4,358,892	4,362,544
2019	-	-	2,017,745	151,869	2,169,614	2,171,446
2020	-	-	3,619,953	150,827	3,770,780	3,773,023
2021	-	-	-	179,411	179,411	178,999
	2,917,243	11,836,981	20,905,914	13,618,605	49,278,743	40,002,966

2015 Financial Report

General Fund Summary

For the Seven months ended July 31, 2016 and 2015

Revenue	2016	2016	2016	2016	2015	Var to Budget Surplus (Deficiency)	2015
	Amended Budget	Year-to-Date Budget	Year-to-Date Actual	Year-to-Date Actual	Year-to-Date Actual		Year-to-Date Actual
Property Taxes	\$ 16,248,800	\$ 13,672,309	\$ 13,920,277	\$ 247,968	\$ 14,116,143	\$ 247,968	\$ 14,116,143
Other Taxes	785,000	324,710	274,021	(50,689)	277,160	(50,689)	277,160
Intergovernmental Revenue	2,321,200	1,523,853	1,605,947	82,094	2,021,019	82,094	2,021,019
Licenses & Permits	843,550	536,217	448,716	(87,501)	459,449	(87,501)	459,449
Law and Ordinance Violations	440,000	282,120	304,620	22,500	304,775	22,500	304,775
Public Charges for Services	1,544,975	831,611	727,245	(104,366)	824,562	(104,366)	824,562
Intergovernmental Charges	203,200	107,206	78,644	(28,562)	109,344	(28,562)	109,344
Investment Income	205,200	119,700	206,302	86,602	182,374	86,602	182,374
Miscellaneous Revenue	163,900	96,343	125,744	29,401	104,760	29,401	104,760
Transfer from Other Funds	1,100,000	655,911	641,900	(14,011)	641,900	(14,011)	641,900
Total Revenue	\$ 23,855,825	\$ 18,149,980	\$ 18,333,416	\$ 183,436	\$ 19,041,486	\$ 183,436	\$ 19,041,486
			101.01%				
Expenditures							
General Government	\$ 3,089,417	\$ 1,871,233	\$ 1,749,749	\$ 121,484	\$ 1,611,522	\$ 121,484	\$ 1,611,522
Public Safety	16,142,346	9,659,642	9,100,173	559,469	9,107,874	559,469	9,107,874
Public Works	3,695,043	2,006,007	1,899,529	106,478	1,842,927	106,478	1,842,927
Health and Human Services	684,191	389,135	344,971	44,164	352,171	44,164	352,171
Other Culture and Recreation	193,911	105,727	107,646	(1,919)	101,330	(1,919)	101,330
Conservation and Development	634,573	328,956	352,819	(23,863)	304,989	(23,863)	304,989
Contingency and Unclassified	324,629	233,207	36,314	196,893	170,425	196,893	170,425
Anticipated underexpenditures	(278,649)	(278,649)	-	(278,649)	-	(278,649)	-
Transfers to Other Funds	1,224,000	710,141	713,000	(2,859)	513,000	(2,859)	513,000
Encumbrances	-	-	(216,214)	216,214	(277,322)	216,214	(277,322)
Total Expenditures	\$ 25,709,461	\$ 15,025,399	\$ 14,087,987	\$ 937,412	\$ 13,726,916	\$ 937,412	\$ 13,726,916
			93.76%				
Excess of revenue over (under) expenditures	(1,853,636)	\$ 3,124,581	4,245,429	\$ 1,120,848	5,314,570	\$ 1,120,848	5,314,570
Fund balance, beginning of year	9,049,908		9,049,908		8,633,112		8,633,112
Fund balance, end of period	\$ 7,196,272		\$ 13,295,337		\$ 13,947,682		\$ 13,947,682

A Represents an amendment to Adopted Budget

E Represents an encumbrance for the year ended July 31, 2016

8/17/2016 MONTHLY FINANCIAL REPORTS\2016\General Fund\July 2016

CITY OF FRANKLIN
Debt Service Funds
Balance Sheet
July 31, 2016 and 2015

	2016 Special Assessment	2016 Debt Service	2016 Total	2015 Special Assessment	2015 Debt Service	2015 Total
Assets						
Cash and investments	\$ 512,203	\$ 46,950	\$ 559,153	\$ 472,364	\$ 51,647	\$ 524,011
Taxes receivable	-	-	-	-	-	-
Special assessment receivable	111,456	-	111,456	135,635	-	135,635
Total Assets	\$ 623,659	\$ 46,950	\$ 670,609	\$ 607,999	\$ 51,647	\$ 659,646
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 111,456	-	\$ 111,456	\$ 136,635	-	\$ 136,635
Due to other funds	-	-	-	-	-	-
Unassigned fund balance	512,203	46,950	559,153	472,364	51,647	524,011
Total Liabilities and Fund Balance	\$ 623,659	\$ 46,950	\$ 670,609	\$ 608,999	\$ 51,647	\$ 660,646

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015

	2016 Special Assessment	2016 Debt Service	2016 Year-to-Date Actual	2016 Annual Budget	Variance to Budget	2015 Special Assessment	2015 Debt Service	2015 Year-to-Date Actual	2015 Annual Budget	Variance to Budget
Revenue										
Property Taxes	\$ -	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -	\$ 1,600,000	\$ 1,600,000	\$ -	\$ -
Special Assessments	-	-	-	-	-	22,889	22,889	22,889	-	22,889
Investment Income	6,177	2,333	8,510	-	8,510	3,237	3,621	-	-	3,621
Total Revenue	6,177	1,502,333	1,508,510	1,500,000	8,510	26,126	1,603,510	1,600,000	1,600,000	26,510
Expenditures:										
Debt Service:										
Principal	-	1,300,000	1,300,000	1,300,000	-	-	595,000	595,000	520,000	(75,000)
Interest	-	201,852	201,852	291,298	89,446	-	154,463	154,463	418,365	263,902
Bond Issuance Cost	-	53,789	53,789	-	(53,789)	-	-	-	-	-
Interfund Interest Expense	-	-	-	-	-	-	3,561	3,561	3,561	-
Total expenditures	-	1,555,641	1,555,641	1,591,298	35,657	-	753,024	753,024	941,926	188,902
Transfers in	-	69,799	69,799	205,000	(135,201)	-	175,246	175,246	416,926	(241,680)
Transfers out	-	-	-	-	-	(100,000)	-	(100,000)	-	100,000
Refunding Bond Issuance	-	5,770,000	5,770,000	-	5,770,000	-	-	-	-	-
Premium (Discount) on Refunding Bonds	-	154,202	154,202	-	154,202	-	-	-	-	-
Repayment of Refunded bonds	-	(5,895,000)	(5,895,000)	-	(5,895,000)	-	-	-	-	-
Net change in fund balances	6,177	45,693	51,870	113,702	(133,146)	(73,874)	1,022,606	948,732	1,075,000	73,732
Fund balance, beginning of year	506,026	1,257	507,283	507,283	-	546,238	(970,959)	(424,721)	(424,721)	-
Fund balance, end of period	\$ 512,203	\$ 46,950	\$ 559,153	\$ 620,985		\$ 472,364	\$ 51,647	\$ 524,011	\$ 650,279	

City of Franklin
Tax Increment Financing District #3
Balance Sheet
July 31, 2015 and 2014

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash & investments	\$ 2,376,373	\$ 3,214,493
Accounts & interest receivable	3,244	-
Total Assets	\$ 2,379,617	\$ 3,214,493
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 519,375	\$ 21,359
Due to other funds	\$ 2,128	\$ -
Line of credit advance from Development Fund	550,000	1,700,000
Total Liabilities	1,071,503	1,721,359
Unassigned fund balance	1,308,114	1,493,134
Total Fund Balance	1,308,114	1,493,134
Total Liabilities and Fund Balance	\$ 2,379,617	\$ 3,214,493

Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015

	<u>2016</u> <u>Annual</u> <u>Budget</u>	<u>2016</u> <u>Amended</u> <u>Budget</u>	<u>2016</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2016</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2015</u> <u>Year-to-Date</u> <u>Actual</u>
Revenue					
General property tax levy	\$ 1,708,000	\$ 1,708,000	\$ 1,708,000	\$ 1,730,642	\$ 1,681,577
State exempt computer aid	420,000	420,000	420,000	355,862	421,710
Investment income	3,000	3,000	2,125	8,064	98,995
Total revenue	2,131,000	2,131,000	2,130,125	2,094,568	2,202,282
Expenditures					
Debt service principal	650,000	650,000	650,000	650,000	20,000
Debt service interest & fees	86,750	86,750	25,333	86,519	18,999
Administrative expenses	13,020	13,020	6,800	27,795	12,006
Interfund interest	22,668	22,668	12,367	12,966	34,410
Capital outlays	1,205,000	3,525,289	601,243	2,832,480	1,399,112
Encumbrances	-	-	-	(1,826,846)	(427,401)
Total expenditures	1,977,438	4,297,727	1,295,743	1,782,914	1,057,126
Revenue over (under) expenditures	153,562	(2,166,727)	<u>\$ 834,382</u>	311,654	1,145,156
Fund balance, beginning of year	996,460	996,460		996,460	347,978
Fund balance, end of period	\$ 1,150,022	\$ (1,170,267)		\$ 1,308,114	\$ 1,493,134

**City of Franklin
Tax Increment Financing District #4
Balance Sheet
July 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash & investments	\$ 1,254,952	\$ 119,129
Total Assets	<u>\$ 1,254,952</u>	<u>\$ 119,129</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 36	\$ 5,380
Interfund advance from Development Fund	-	238,000
Total Liabilities	<u>36</u>	<u>243,380</u>
Unassigned Fund Balance	<u>1,254,916</u>	<u>(124,251)</u>
Total Liabilities and Fund Balance	<u>\$ 1,254,952</u>	<u>\$ 119,129</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015**

	<u>2016 Annual Budget</u>	<u>2015 Amended Budget</u>	<u>2016 Year-to-Date Budget</u>	<u>2016 Year-to-Date Actual</u>	<u>2015 Year-to-Date Actual</u>
Revenue					
General property tax levy	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ 1,289,709	\$ 1,009,060
State exempt computer aid	19,000	19,000	19,000	18,043	19,631
Payment in Lieu of Taxes	92,000	92,000	\$ 92,000	91,206	92,021
Investment income	-	-	-	2,712	316
Total revenue	<u>1,311,000</u>	<u>1,311,000</u>	<u>1,311,000</u>	<u>1,401,670</u>	<u>1,121,028</u>
 Expenditures					
Debt service/interfund interest	5,415	5,415	\$ 3,229	920	9,235
Administrative expenses	40,855	52,955	23,832	19,718	34,272
Capital outlays	-	-	-	-	-
Encumbrances	-	-	-	(12,100)	(12,100)
Total expenditures	<u>46,270</u>	<u>58,370</u>	<u>27,061</u>	<u>8,538</u>	<u>31,407</u>
Revenue over (under) expenditures	1,264,730	1,252,630	<u>\$ 1,283,939</u>	1,393,132	1,089,621
Fund balance, beginning of year	<u>(138,216)</u>	<u>(138,216)</u>		<u>(138,216)</u>	<u>(1,213,872)</u>
Fund balance, end of period	<u>\$ 1,126,514</u>	<u>\$ 1,114,414</u>		<u>\$ 1,254,916</u>	<u>\$ (124,251)</u>

**City of Franklin
Solid Waste Collection Fund
Balance Sheet
July 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 983,218	\$ 914,689
Total Assets	<u>\$ 983,218</u>	<u>\$ 914,689</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 126,320	\$ 126,886
Accrued salaries & wages	292	544
Restricted fund balance	856,606	787,259
Total Liabilities and Fund Balance	<u>\$ 983,218</u>	<u>\$ 914,689</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015**

<u>Revenue</u>	<u>2016 Adopted Budget</u>	<u>2016 Year-to-Date Budget</u>	<u>2016 Year-to-Date Actual</u>	<u>2015 Year-to-Date Actual</u>
Grants	\$ 69,200	69,200	\$ 65,995	\$ 69,191
User Fees	1,179,915	1,169,909	1,198,161	1,172,069
Landfill Operations-tippage	335,000	158,315	163,960	158,855
Investment Income	2,000	1,279	9,150	1,643
Sale of Recyclables	5,050	2,946	905	339
Total Revenue	<u>1,591,165</u>	<u>1,401,649</u>	<u>1,438,171</u>	<u>1,402,097</u>
Expenditures:				
Personal Services	23,669	13,604	11,548	10,881
Refuse Collection	667,931	389,626	384,340	383,219
Recycling Collection	357,306	208,428	212,315	211,572
Leaf & Brush Pickups	54,345	31,701	17,787	17,735
Tippage Fees	425,000	247,917	213,906	206,243
Miscellaneous	3,500	2,042	2,498	1,573
Printing	1,800	1,050	115	-
Total expenditures	<u>1,533,551</u>	<u>893,318</u>	<u>842,509</u>	<u>831,223</u>
Revenue over (under) expenditures	57,614	<u>508,331</u>	595,662	570,874
Fund balance, beginning of year	<u>260,944</u>		<u>260,944</u>	<u>216,385</u>
Fund balance, end of period	<u>\$ 318,558</u>		<u>\$ 856,606</u>	<u>\$ 787,259</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
July 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 766,618	\$ 801,161
Total Assets	<u>\$ 766,618</u>	<u>\$ 801,161</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 40,842	\$ 7,863
Miscellaneous claims payable	6,422	12,508
Encumbrance	39,133	26,825
Assigned fund balance	680,221	753,965
Total Liabilities and Fund Balance	<u>\$ 766,618</u>	<u>\$ 801,161</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015**

<u>Revenue</u>	<u>2016 Amended Budget</u>	<u>2016 Year-to-Date Budget</u>	<u>2016 Year-to-Date Actual *</u>	<u>2015 Year-to-Date Actual</u>
Property Taxes	\$ 437,100	\$ 437,100	\$ 437,100	\$ 433,200
Grants	-	-	2,693	4,270
Landfill Siting	67,000	59,957	60,600	66,700
Investment Income	4,500	2,625	9,677	5,576
Miscellaneous Revenue	25,000	11,118	15,673	4,907
Transfers from Other Funds				475,000
Transfers from Fund Balance				
Total Revenue	<u>533,600</u>	<u>510,800</u>	<u>525,743</u>	<u>989,653</u>
Expenditures:				
General Government	287,289	51,885	22,237	28,065
Public Safety	654,775	447,856	409,124	368,501
Public Works	95,299	63,389	72,191	125,466
Health and Human Services	3,500	2,042	-	-
Culture and Recreation	31,169	9,569	6,054	6,639
Conservation and Development	4,250	2,479	-	1,415
Contingency	44,743	29,167	2,076	8,950
Total expenditures	<u>1,121,025</u>	<u>606,387</u>	<u>511,682</u>	<u>539,036</u>
Revenue over (under) expenditures	(587,425)	<u>(95,587)</u>	14,061	450,617
Fund balance, beginning of year	<u>662,952</u>		<u>666,160</u>	<u>303,348</u>
Fund balance, end of period	<u>\$ 75,527</u>		<u>\$ 680,221</u>	<u>\$ 753,965</u>

* Amount shown is actual expenditures plus encumbrance

**City of Franklin
Equipment Replacement Fund
Comparative Balance Sheet
July 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 2,526,306	\$ 2,384,348
Total Assets	<u>\$ 2,526,306</u>	<u>\$ 2,384,348</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 69,633	\$ -
Encumbrance	111,552	89,815
Assigned fund balance	2,345,121	2,294,533
Total Liabilities and Fund Balance	<u>\$ 2,526,306</u>	<u>\$ 2,384,348</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015**

	<u>2016 Amended Budget</u>	<u>2016 Year-to-Date Budget</u>	<u>2016 Year-to-Date Actual *</u>	<u>2015 Year-to-Date Actual</u>
Revenue:				
Property Taxes	\$ 342,600	\$342,600	\$ 342,600	\$ 339,500
Landfill	200,000	177,474	168,100	95,800
Investment Income	20,000	11,667	24,412	22,615
Transfers from Other Funds	-	-	-	-
Property Sales	15,000	8,750	81,279	6,591
Total revenue	<u>577,600</u>	<u>540,491</u>	<u>616,391</u>	<u>464,506</u>
Expenditures:				
Public Safety	-	-	-	180,131
Public Works	655,000	291,048	575,913	179,515
Total expenditures	<u>655,000</u>	<u>291,048</u>	<u>575,913</u>	<u>359,646</u>
Revenue over (under) expenditures	(77,400)	<u>249,443</u>	40,478	104,860
Fund balance, beginning of year	<u>2,304,643</u>		<u>2,304,643</u>	<u>2,189,673</u>
Fund balance, end of period	<u>\$ 2,227,243</u>		<u>\$ 2,345,121</u>	<u>\$ 2,294,533</u>

* Amount shown is actual expenditures plus emcumbrance

**City of Franklin
Capital Improvement Fund
Balance Sheet
July 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 2,293,504	\$ 1,992,438
Accrued receivables	22,596	847
Total Assets	<u>\$ 2,316,100</u>	<u>\$ 1,993,285</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 148,330	\$ 447
Contracts Payable	20,465	107,198
Accrued payables	-	-
Encumbrance	533,421	888,484
Assigned fund balance	1,561,884	997,156
Total Liabilities and Fund Balance	<u>\$ 2,264,100</u>	<u>\$ 1,993,285</u>

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015**

	<u>2016 Original Budget</u>	<u>2016 Amended Budget</u>	<u>2016 Year-to-Date Totals</u>	<u>2015 Year-to-Date Totals</u>
Revenue:				
Block Grants	\$ 65,193	\$ 65,193	\$ -	\$ -
Landfill Siting	498,000	498,000	108,894	97,056
Transfers from General Funds	1,200,000	1,200,000	700,000	-
Transfers from Impact Fees	420,953	420,953	216,155	219,593
Transfers from Connection Fees	500,000	500,000	-	-
Bond Proceeds	1,000,000	1,000,000	-	-
Refunds & Reimbursements	-	-	-	-
Investment Income	5,000	5,000	4,781	2,810
Total revenue	<u>3,689,146</u>	<u>3,689,146</u>	<u>1,029,830</u>	<u>319,459</u>
Expenditures:				
General Government	495,000	475,000	-	-
Public Safety	548,800	1,077,364	381,502	-
Public Works	921,000	1,073,018	223,130	73,069
Culture and Recreation	1,242,209	1,491,217	436,973	1,108,586
Sewer & Water	500,000	614,849	116,177	81,016
Contingency	68,350	50,907	-	35,233
Bond/Note Issuance Cost	50,000	50,000	-	-
Total expenditures	<u>3,825,359</u>	<u>4,832,355</u>	<u>1,157,782</u>	<u>1,297,904</u>
Revenue over (under) expenditures	(136,213)	(1,143,209)	(127,952)	(978,445)
Fund balance, beginning of year	<u>1,689,836</u>	<u>1,689,836</u>	<u>1,689,836</u>	<u>1,975,601</u>
Fund balance, end of period	<u>\$ 1,553,623</u>	<u>\$ 546,627</u>	<u>\$ 1,561,884</u>	<u>\$ 997,156</u>

**City of Franklin
Street Improvement Fund
Balance Sheet
July 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 1,049,310	\$ 1,062,110
Total Assets	\$ 1,049,310	\$ 1,062,110
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 12,852	\$ 4,202
Encumbrances	903,806	822,353
Assigned fund balance	132,652	235,555
Total Liabilities and Fund Balance	\$ 1,049,310	\$ 1,062,110

**Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015**

	<u>2016 Amended Budget</u>	<u>2016 Year-to-Date Totals</u>	<u>2015 Year-to-Date Totals</u>
Revenue:			
Property Taxes	\$ 693,500	\$ 693,500	\$ 687,300
Landfill Siting	133,000	110,900	127,600
Investment Income	5,500	4,834	4,195
Local Road Improvement Aids	70,000	-	-
Refunds and Reimbursements	-	-	2,441
Transfer from General Fund	-	-	25,000
Total revenue	902,000	809,234	846,536
Expenditures:			
Street Reconstruction Program - Current Year	940,000	922,537	840,418
Street Reconstruction Program - Prior Year(s)	-	-	1,399
Total expenditures	940,000	922,537	841,817
Revenue over (under) expenditures	(38,000)	(113,303)	4,719
Fund balance, beginning of year	245,955	245,955	230,836
Fund balance, end of period	\$ 207,955	\$ 132,652	\$ 235,555

**City of Franklin
Development Fund
Comparative Balance Sheet
July 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 3,795,266	\$ 3,358,578
Due From Debt Service Fund	-	-
Due From TID 3	275,000	850,000
Total Assets	<u>\$ 4,070,266</u>	<u>\$ 4,208,578</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 990
Non-Spendable Fund Balance - Advances	275,000	850,000
Encumbrance	3,321	7,254
Assigned fund balance	3,791,945	3,350,334
Total Fund Balance	<u>4,066,945</u>	<u>4,200,334</u>
Total Liabilities and Fund Balance	<u>\$ 4,070,266</u>	<u>\$ 4,208,578</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015**

	<u>2016</u>	<u>2016</u>	<u>2016</u>	<u>2015</u>
	<u>Amended</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>	<u>Year-to-Date</u>
	<u>Budget</u>	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
Revenue:				
Impact Fee: Parks	\$ 175,000	\$ 117,631	\$ 161,743	\$ 93,315
Impact Fee: Southwest Sewer Serv	-	-	-	2,928
Impact Fee: Administration	5,000	3,180	4,180	2,530
Impact Fee: Water	200,000	115,616	167,141	93,007
Impact Fee: Transportation	37,000	17,840	7,394	17,066
Impact Fee: Fire Protection	40,000	23,467	24,178	19,853
Impact Fee: Law Enforcement	73,000	42,760	44,910	36,765
Impact Fee: Library	55,000	36,646	45,419	25,971
Total Impact Fees	<u>585,000</u>	<u>357,140</u>	<u>454,965</u>	<u>291,435</u>
Investment Income	25,000	14,584	43,119	20,996
Interfund Interest Income	11,334	6,612	6,483	22,475
Total revenue	<u>621,334</u>	<u>378,336</u>	<u>504,567</u>	<u>334,906</u>
Expenditures:				
Other Professional Services	3,321	-	3,321	10,073
Transfer to Debt Service:				
Law Enforcement	205,006	50,945	21,681	25,061
Fire	42,958	27,472	37,637	37,137
Transportation	73,613	16,903	-	-
Library	134,040	49,229	10,481	13,048
Total Transfers to Debt Service	<u>455,617</u>	<u>144,549</u>	<u>69,799</u>	<u>75,246</u>
Transfer to Capital Improvement Fund:				
Park	420,953	57,537	216,155	219,592
Total Transfers to Capital Improveme	<u>420,953</u>	<u>57,537</u>	<u>216,155</u>	<u>219,592</u>
Transfer to Water Utility	500,000	291,667	-	-
Total expenditures	<u>1,379,891</u>	<u>493,753</u>	<u>289,275</u>	<u>304,911</u>
Revenue over (under) expenditures	(758,557)	<u>(115,417)</u>	215,292	29,995
Fund balance, beginning of year	<u>3,851,653</u>		<u>3,851,653</u>	<u>4,170,339</u>
Fund balance, end of period	<u>\$ 3,093,096</u>		<u>\$ 4,066,945</u>	<u>\$ 4,200,334</u>

**City of Franklin
Utility Development Fund
Comparative Balance Sheet
July 31, 2016 and 2015**

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments - Water	\$ 374,583	\$ 249,660
Cash and investments - Sewer	559,001	446,858
Special Assessment - Water Current	316,797	396,929
Special Assessment - Water Deferred	362,373	297,811
Special Assessment - Sewer Current	393,369	475,203
Special Assessment - Sewer Deferred	116,426	70,898
Reserve for Uncollectable	(110,090)	-
Total Assets	<u>\$ 2,012,459</u>	<u>\$ 1,937,359</u>
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	1,078,875	1,240,841
Total Fund Balance	<u>933,584</u>	<u>696,518</u>
Total Liabilities and Fund Balance	<u>\$ 2,012,459</u>	<u>\$ 1,937,359</u>

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015**

	<u>2016 Original Budget</u>	<u>2016 Year-to-Date Budget</u>	<u>2016 Year-to-Date Actual</u>	<u>2015 Year-to-Date Actual</u>
Revenue:				
Special Assessments				
Water	\$ 101,150	\$ 37,323	\$ 13,880	\$ -
Sewer	94,100	54,806	-	4,460
Connection Fees				-
Water	4,100	3,098	-	2,069
Sewer	35,000	22,095	10,500	16,920
Total Impact Fees	<u>234,350</u>	<u>117,322</u>	<u>24,380</u>	<u>23,449</u>
Special Assessment Interest	58,000	22,708	81	(245)
Investment Income	1,650	962	2,120	883
Total revenue	<u>294,000</u>	<u>140,992</u>	<u>26,581</u>	<u>24,087</u>
 Transfer to Capital Improvement Fund:				
Water	250,000	-	-	-
Sewer	250,000	-	-	-
Total Transfers to Capital Improven	<u>500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>
Revenue over (under) expenditures	(206,000)	140,992	26,581	24,087
Fund balance, beginning of year			<u>907,003</u>	<u>672,431</u>
Fund balance, end of period			<u>\$ 933,584</u>	<u>\$ 696,518</u>

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
July 31, 2016 and 2015

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ 3,208,912	\$ 2,716,315
Accounts receivable	288	192
Interfund advance receivable	275,000	1,088,000
Prepaid expenses	57,500	57,500
Total Assets	\$ 3,541,700	\$ 3,862,007
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 5,230	\$ -
Claims payable	270,500	370,500
Unrestricted net assets	3,265,970	3,491,507
Total Liabilities and Fund Balance	\$ 3,541,700	\$ 3,862,007

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015

<u>Revenue</u>	<u>2016</u> <u>Budget</u>	<u>2016</u> <u>Year-to-Date</u> <u>Budget</u>	<u>2016</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2015</u> <u>Year-to-Date</u> <u>Actual</u>
Medical Premiums-City	\$ 2,419,184	1,424,786	\$ 1,443,034	\$ 1,506,856
Medical Premiums-Employee	384,955	224,756	243,577	243,082
Other - Investment Income, etc.	56,004	32,669	45,034	43,204
Medical Revenue	<u>2,860,143</u>	<u>1,682,211</u>	<u>1,731,645</u>	<u>1,793,142</u>
Dental Premiums-City	112,600	55,748	62,331	61,215
Dental Premiums-Retirees	5,750	3,378	2,592	2,592
Dental Premiums-Employee	55,150	42,150	32,847	31,113
Dental Revenue	<u>173,500</u>	<u>101,276</u>	<u>97,770</u>	<u>94,920</u>
Total Revenue	<u>3,033,643</u>	<u>1,783,487</u>	<u>1,829,415</u>	<u>1,888,062</u>
Expenditures:				
Active Employees-Medical				
Medical claims - Current Year	2,275,000	1,064,104	960,391	863,890
Excess claims	600,000	280,643	-	-
Medical claims - Prior Year	-	-	252,610	194,234
Prescription drug claims	-	-	172,963	181,115
Refunds-Stop Loss Coverage	-	-	3,388	-
Total Claims-Actives	<u>2,875,000</u>	<u>1,344,747</u>	<u>1,389,352</u>	<u>1,239,239</u>
Medical Claim Fees	215,000	132,496	105,117	97,748
Memberships	-	-	3,120	3,180
Miscellaneous Wellness	18,876	5,357	11,087	8,949
Section 125 administration Fee	6,200	3,411	947	(1,156)
Stop Loss Premiums	675,000	414,443	377,949	352,748
ACA Fees	70,000	70,000	24,762	35,203
Total Medical Costs-Actives	<u>3,860,076</u>	<u>1,970,454</u>	<u>1,912,334</u>	<u>1,735,911</u>
Active Employees-Dental				
Dental claims - Current Year	150,000	82,992	86,670	82,656
Dental claims - Prior Year	2,000	1,960	12,260	10,157
Dental Claim Fees	12,000	7,329	7,119	5,466
Total Dental Costs-Actives	<u>164,000</u>	<u>92,281</u>	<u>106,049</u>	<u>98,279</u>
Retirees-Dental				
Dental claims - Current Year	5,200	2,763	6,167	1,946
Dental claims - Prior Year	900	703	668	482
Dental Claim Fees	200	127	109	108
Total Dental Costs-Retirees	<u>6,300</u>	<u>3,593</u>	<u>6,944</u>	<u>2,536</u>
Total Dental Costs	<u>170,300</u>	<u>95,874</u>	<u>112,993</u>	<u>100,815</u>
Total Expenditures	<u>4,030,376</u>	<u>2,066,328</u>	<u>2,025,327</u>	<u>1,836,726</u>
Revenue over (under) expenditures	(996,733)	<u>\$ (282,841)</u>	(195,912)	51,336
Net assets, beginning of year	3,461,882		3,461,882	3,440,171
Net assets, end of period	<u>\$ 2,465,149</u>		<u>\$ 3,265,970</u>	<u>\$ 3,491,507</u>

City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
July 31, 2016 and 2015

<u>Assets</u>	<u>2016</u>	<u>2015</u>
Cash and investments	\$ -	\$ -
Investments held in trust - Fixed Inc	1,457,618	1,212,008
Investments held in trust - Equities	3,525,082	3,574,323
Accounts receivable	5,035	8,217
Due from Water Utility	178	730
Total Assets	<u>\$ 4,987,913</u>	<u>\$ 4,795,278</u>
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 353	\$ -
Claims payable	45,000	57,482
Due to City	181,262	134,029
Net assets held in trust for post emp	4,761,298	4,603,767
Total Liabilities and Fund Balance	<u>\$ 4,987,913</u>	<u>\$ 4,795,278</u>

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Seven months ended July 31, 2016 and 2015

<u>Revenue</u>	<u>2016</u> <u>Year-to-Date</u> <u>Actual</u>	<u>2015</u> <u>Year-to-Date</u> <u>Actual</u>
ARC Medical Charges - City	\$ 116,813	\$ 93,710
Medical Charges - Retirees	62,700	62,990
Implicit Rate Subsidy	46,512	152,447
Interest Income	-	-
Medical Revenue	<u>226,025</u>	<u>309,147</u>
Expenditures:		
Retirees-Medical		
Medical claims - Current Year	80,217	283,127
Medical claims - Prior Year	33,289	22,803
Prescription drug claims	53,627	46,636
Refunds-Stop Loss Coverage	3,239	(78,639)
Total Claims-Retirees	<u>170,372</u>	<u>273,927</u>
Medical Claim Fees	9,817	5,206
Stop Loss Premiums	43,567	26,758
Miscellaneous Expense	255	225
ACA Fees	2,014	3,031
Total Medical Costs-Retirees	<u>226,025</u>	<u>309,147</u>
Revenue over (under) expenditures	-	-
Annual Required Contribution-Net	(30,500)	86,658
Other - Investment Income, etc.	273,813	98,870
Total Revenues	<u>243,313</u>	<u>185,528</u>
Net Revenues (Expenditures)	243,313	185,528
Net assets, beginning of year	<u>4,517,985</u>	<u>4,418,239</u>
Net assets, end of period	<u>\$ 4,761,298</u>	<u>\$ 4,603,767</u>

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/6/2016
REPORTS & RECOMMENDATIONS	Trick or Treat Schedule for 2016	ITEM NUMBER <i>6.13.</i>

Following are the dates and times established for Halloween Trick-or-Treat observance by the surveyed surrounding communities:

- Oak Creek – Monday, October 31, 5-7 p.m.
- Greendale – Sunday, October 30, 1-4 p.m.
- Hales Corners – Sunday, October 30, 4-7 p.m.
- Greenfield – Sunday, October 30, 1-4 p.m.
- Muskego – Monday, October 31, 6-8 p.m.

(Last year Franklin established Saturday, October 31, 2015 from 4:00 p.m. to 7:00 p.m. as Trick-or-Treat observance. As an added note, the Green Bay Packer game is scheduled for noon on Sunday, October 30, 2016).

COUNCIL ACTION REQUESTED

Motion to establish (date and time) for the Halloween Trick-or-Treat observance in the City of Franklin.

Blank Page

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">09/06/16</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">CITY PURCHASE OF PROPERTY FOR SALE (TAX KEY NOS. 866-9985-000, 15.1 ACRES AND 885-9997-000, 10.09 ACRES) IN THE WOODVIEW NEIGHBORHOOD, IN THE VICINITY OF PLANNED PUBLIC PARK SITE PN3 IN THE COMPREHENSIVE OUTDOOR RECREATION PLAN, FOR PUBLIC PARK PURPOSES.</p>	<p style="text-align: center;"><i>G.14.</i></p>

At the August 8, 2016, meeting of the Park Commission, the following action was approved: move to recommend to the Common Council to purchase two (2) parcels located at Tax Key Nos.: 866-9985-000 and 885-9997-000 in the vicinity of Woodview Neighborhood Park as identified in the Comprehensive Outdoor Recreation Plan and Comprehensive Master Plan.

The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the potential acquisition of property for public park purposes in the general southwest area of the City and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

COUNCIL ACTION REQUESTED

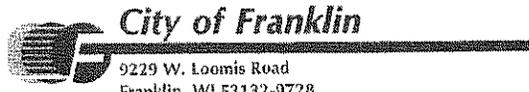
A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to consider the potential acquisition of property for public park purposes in the general southwest area of the City and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Or,

Action on the above item as the Common Council deems appropriate

Blank Page

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/6/16
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.
<p data-bbox="186 401 909 436">See attached list from meeting of September 6, 2016.</p> <p data-bbox="527 1556 1096 1591" style="text-align: center;">COUNCIL ACTION REQUESTED</p>		



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Sievert Room, Franklin Public Library

September 6, 2016 – 5:30 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Extraordinary Entertainment & Amusement 5:40 pm	The Rock Sports Complex Person in Charge: Joe Zimmerman (Scot Johnson) Event: The Hill Has Eyes Dates of Event: Sept. 30, Oct. 1-2, Oct. 6-9, Oct. 13-16, Oct. 20-23, and Oct. 27-30.			
Operator 2016-17	Rajbir S Bhullar 3661 W College Ave., #58 Milwaukee, WI 53221 Quik Chek			
Operator 2016-17	Theresa M Enk 1509 Walnut Street South Milwaukee, WI 53172 Iron Mike's			
Operator 2016-17	Nicole M Lessley 6160 S 6 th St., W54 Milwaukee, WI 53221 Iron Mike's			
Operator 2016-17	Rachel E Maurer 6160 S 6 th St., W70 Milwaukee, WI 53221 Iron Mike's			
Operator 2016-17	Candice M Sibila 4362 S Nicholson Ave St Francis, WI 53235 Point After Pub & Grill			
Operator 2016-17	Kaitlin M Westrick 1775 W Timber Ridge Ln, #5210 Oak Creek, WI 53154 Kwik Trip #287			
Operator 2016-17	Tina R Wood 1221 Riva Ridge Racine, WI 53402 To Be Determined			
Operator 2016-17	Erin R Zielinski 3239 E Morris Ave Cudahy, WI 53110 Rock Sports Complex			

Type/ Time	Applicant Information	Approve	Hold	Deny
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Root River Church Inc Fee Waiver: St Martin's Fair - Permit Fee Date: 09/04 – 9/5/16 Location: St Martin's Fair			
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.

Blank Page

APPROVAL <i>RK</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 9/6/16
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated August 12, 2016 through September 1, 2016 Nos. 161910 through Nos. 162125 the amount of \$ 1,563,525.10. Included in this listing are EFT's Nos. 3238 through Nos. 3250 and Library vouchers totaling \$ 36,930.25. Voided checks in the amount of \$ (475.53) are separately listed.

Early release disbursements dated August 12, 2016 through August 31, 2016 under Resolution 2013-6920 in the amount of \$ 565,449.31 are provided on a separate listing and are also included in the complete disbursement listing.

The net payroll dated August 19, 2016 is \$ 387,203.41, previously estimated at \$ 369,000.00. Payroll deductions for August 19, 2016 are \$ 388,175.03, previously estimated at \$ 370,000.00.

The net payroll dated September 2, 2016 is \$ 367,400.53, previously estimated at \$ 364,000.00. Payroll deductions for September 2, 2016 are \$ 207,483.33, previously estimated at \$ 208,000.00.

The estimated payroll for September 16, 2016 is \$ 373,000.00 with estimated deductions and matching payments of \$ 227,000.00.

Attached is a list of property tax payments dated August 12, 2016 through September 1, 2016 Nos. 16409 and EFT Nos. 119 in the amount of \$ 248.93. These payments have been released as authorized under Resolution 2013-6920. Voided checks in the amount of \$ (115.37) are separately listed.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of September 1, 2016 in the amount of \$ 1,563,525.10 and
- Payroll dated August 19, 2016 in the amount of \$ 387,203.41 and payments of the various payroll deductions in the amount of \$ 388,175.03, plus City matching payments and
- Payroll dated September 2, 2016 in the amount of \$ 367,400.53 and payments of the various payroll deductions in the amount of \$ 207,483.33, plus City matching payments and
- Estimated payroll dated September 16, 2016 in the amount of \$ 373,000.00 and payments of the various payroll deductions in the amount of \$ 227,000.00, plus City matching payments and
- Property tax payments with an ending date of September 1, 2016 in the amount of \$248.93.