

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/16/2014</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Extension of Towing Contract for 2015</p>	<p>ITEM NUMBER</p> <p><i>G.7.</i></p>

In March 2012, the Common Council awarded a 3-year towing contract to N & S Towing, Inc. and as permitted by the Contract, the City has the right to extend the Contract for 3 one-year extensions.

In consideration of the high quality of prior service provided, it is the recommendation that N & S Towing, Inc. be awarded the towing contract extension for the period of March 1, 2015 through February, 28, 2016.

COUNCIL ACTION REQUESTED

Motion to award the towing contract extension to N&S Towing, Inc. for the period March 1, 2015 through February 28, 2016.

EXTENSION AGREEMENT TO VEHICLE TOWING AND STORAGE CONTRACT
BETWEEN THE CITY OF FRANKLIN AND N & S TOWING, INC.

This Extension Agreement to the Vehicle Towing and Storage Contract, effective the 1st day of March, 2015, is made between the City of Franklin ("City"), a Wisconsin municipal corporation, located at 9229 West Loomis Road, Franklin, Wisconsin, and N & S Towing, Inc. ("Contractor"), a Wisconsin corporation, with its principal offices located at 1719 South 83rd Street, West Allis, Wisconsin 53214.

Whereas, the City and Contractor entered into a Vehicle Towing and Storage Contract dated February 1, 2012, for a period of three years, expiring February 28, 2015; and

Whereas, Section 12 of the aforesaid Vehicle Towing and Storage Contract providing in part that the Contract may be extended upon the mutual agreement of the parties, and the City and Contractor being desirous of extending such Contract for a period of one year, as evidenced by action of the Common Council of the City approving said extension at its regular meeting of _____; and

Whereas, the parties intend to memorialize their mutual agreement.

Now, therefore, it is hereby agreed, in consideration of the mutual promises and covenants set forth herein, and the exchange of other good and valuable consideration, receipt of which is hereby acknowledged, by and between the City and Contractor, as follows:

1. This Extension Agreement constitutes an additional one-year term extension of the Vehicle Towing and Storage Contract between the City and Contractor, dated March 1, 2012, as contemplated by Section 12 of the aforesaid Vehicle Towing and Storage Contract.
2. The term of this Extension Agreement shall expire on February 28, 2016.
3. All of the terms and provisions of the Vehicle Towing and Storage Contract between the City and Contractor, dated March 1, 2012, shall remain in full force and effect during the term of this Extension Agreement.

CITY OF FRANKLIN

BY _____
Stephen R. Olson, Mayor

BY _____
Sandra L. Wesolowski, City Clerk

N & S TOWING, INC.

BY _____
TITLE _____

BY _____
TITLE _____

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Stephen R. Olson and Sandra L. Wesolowski, known to be the Mayor and City Clerk, respectively, of the City of Franklin personally came before me this ____ day of _____, 2014 who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission _____

STATE OF WISCONSIN)
 :
MILWAUKEE COUNTY)

_____, known to be _____ and _____, respectively of N & S Towing, Inc. personally came before me this ____ day of _____, 2014 who by its authority and on its behalf executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission _____

**AGREEMENT FOR
TOWING AND STORAGE
OF MOTOR VEHICLES BETWEEN
THE CITY OF FRANKLIN AND
N & S TOWING**

03/01/12 THROUGH 02/28/15

AGREEMENT FOR
TOWING AND STORAGE
OF MOTOR VEHICLES
Between CITY OF FRANKLIN AND
N & S TOWING

SECTION 1 - SERVICE POLICY

The Contractor shall provide prompt, efficient and courteous towing and storage of stolen, disabled, abandoned and illegally parked motor vehicles and vehicles needed for evidence upon request from the Police Department, or Fire Department under the authority of the Police Department, as set forth under the terms of the Towing And Storage of Motor Vehicles Agreement. The public department of the Contractor, having been called to a scene by a representative of the City of Franklin, is considered to be a reflection upon the City and therefore, the parties agree that quality service, at a fair price, including prompt, efficient and courteous services are a substantial consideration required by this agreement and must be provided by Contractor.

SECTION 2 - CHARGES

- A. Contractor may charge the owner of a vehicle for services requested by the City of Franklin only as set forth in the schedule of prices below.

SCHEDULE OF PRICES TO BE PAID BY OWNER

DISABLED OR ABANDONED VEHICLES

ITEM

- | | |
|---|---------------------------|
| 1. Towing Disabled or Abandoned Vehicle to Contractor's Shop or within Five Miles | |
| Distance of towing location | |
| Up to 10,000 GVW | \$ 70.00 per vehicle |
| Over 10,000 GVW | \$150.00 per vehicle |
| 2. Towing Rate Per Mile After First Five – Destination Other Than Contractor's Shop | |
| Up to 10,000 GVW | \$ 3.50 per vehicle |
| Over 10,000 GVW | \$ 4.50 per vehicle |
| 3. Roadside Service Charge | |
| Up to 10,000 GVW | \$ 50.00 per service call |
| Over 10,000 GVW | \$ 75.00 per service call |
| 4. Flatbed Use – only when needed | \$100.00 per use |
| 5. Winching Service Charge | |
| Up to 10,000 GVW | \$ 75.00 per call |
| Over 10,000 GVW | \$125.00 per call |

6. Winching Rate Per Hour
 - Up to 10,000 GVW \$125.00 per hour
 - Over 10,000 GVW \$180.00 per hour

7. Outside Storage Per Day
 - Up to 10,000 GVW \$ 20.00 per day
 - Over 10,000 GVW \$ 40.00 per day

8. Inside Storage Per Day
 - Up to 10,000 GVW \$ 25.00 per day
 - Over 10,000 GVW \$ 75.00 per day

9. Other

After hours release fee - \$25.00.

Motorcycle, low riders, boats, trailers and other miscellaneous recreational vehicles or Machinery - \$45.00.

Specialize equipment such as skis, ramps, tie down straps used to facilitate a tow - \$25.00

Tarping of vehicle - \$50.00 per tarp used.

N & S Towing Inc. will not charge the City of Franklin for the towing of police department vehicles into and out of the police department/D.P.W. up to ten miles which are owned by the city and assigned to the police department.

N & S Towing Inc. will discount any invoices billed to the City of Franklin, for vehicles towed to their police department, not owned by the City of Franklin at the time of tow, if the City of Franklin seizes that vehicle for the purpose of sale at the annual city auction. N & S Towing Inc. will reduce the invoice fifty percent.

Any vehicle towed to the City of Franklin police department and returned to the owner/representative of the owner or to the insurance company/representative of the insurance company for the vehicle owner shall be paid in full by said person prior to the release of the vehicle to the owner/representative of the owner or to the insurance company/representative if the insurance company for the vehicle owner.

B. Explanation of Charges

1. Tow Rates

Round trip flat towing rates shall apply to either a tow to the Contractor's shop regardless of the distance or to any other location at the option of the vehicle owner up to a distance of five miles. The rate shall apply regardless of the location, position, or condition of the vehicle to be towed. The same rate shall apply to day, night or holiday towing. No extra charge shall be made for hookup to turn vehicle around.

2. Mileage Rates

The mileage rate will apply to up to 20 additional miles towed after the first five miles and will be added to the flat rate where the destination is other than the Contractor's shop. Any charges to a customer for towing to a destination more than 25 miles from vehicle pickup shall only be made upon the customer's signed acceptance of the Contractor's written proposed charges for same.

3. Roadside Service

Roadside service is changing a tire, jump starting a vehicle, lock out services and/or providing gasoline reasonably necessary to reach a proximate gasoline service station, at cost.

4. Flatbed Use

Contractor shall dispatch a flatbed truck upon a Police Department request for such equipment.

5. Winching or Uprighting Service Charge

The service charge price shall cover the charge for providing a vehicle to the scene and shall cover the first 15 minutes of winching or uprighting service.

6. Winching Rate Per Hour

In the event winching or uprighting service is necessary, after the first 15 minutes, the charge for time shall be at the hourly rate, but such charge shall be made in 6 minute increments of time actually used in such operations at 1/10th of the hourly rate.

The rate for this item shall be charged for all other unusual services required to be performed by the Contractor which are not otherwise covered by these specifications such as, but not limited to, disconnecting the drive shaft and unlocking air brakes where necessary to prepare the vehicle for towing.

7. Outside Storage

Outside storage shall be the flat rate per vehicle per calendar day.

8. Inside Storage

Inside storage shall be the flat rate per vehicle per calendar day.

The rates quoted herein are for each tow truck with operators necessary to perform the service required. No charge shall be made for extra vehicles and equipment which in the opinion of the City are not necessary for the performance of service required.

C. Contractor shall make no charges for display of vehicle as set forth in Section 8. of the Agreement.

D. No charge shall be made to the City of Franklin for the services provided under the Agreement unless services are provided to a vehicle owned by the City, or unless the City agrees to pay for such services under a written request for same prior to the performance of the services. Services for which the City may be charged shall be requested by the City and shall be evidenced by a written invoice delivered from the truck operator at the scene to the City representative at the scene, which shall set forth the charges for such services. Additionally, Contractor shall send a copy of such invoice for such services to the Police Chief by mail or fax within 30 days of rendering such service. Such timely invoicing is a precondition to any City obligation for the payment of such charges.

E. Contractor shall conspicuously display the authorized automobile towing and storage charges and have available for immediate customer review upon request all charges authorized by this agreement at the place of storage.

F. Contractor shall give a numbered receipt to the owner of each vehicle serviced under the Agreement itemizing all services performed. Contractor shall maintain a copy of each receipt for the duration of this Agreement and for a period of three (3) years thereafter. Contractor's copies shall be available for inspections and copying by the City during normal business hours. Contractor shall accept personal checks, provided that the payor provides a picture I.D., and provided that the customer's check has a check number higher than 500. No business checks shall be accepted unless the payor is an individual "doing business as". Contractor shall accept Visa, Mastercard or Discover credit cards for all services, including services performed on the road, unless at the time of presentation by the customer and entry by Contractor to the subject charge card company for transaction validation and acceptance, the charge card company, due to its operations, is inaccessible, under which circumstances the Contractor shall transport the customer to an automatic teller machine proximate to the scene so the customer may pay in cash, without additional charge by the Contractor for such transportation service.

SECTION 3 - NOTIFICATION OF TOWING SERVICE

When service is required, the Police Department or Fire Department under the authority of the Police Department, will call for service unless the driver of the vehicle requests his own towing service, which will be called if, in the opinion of the Police Department or Fire Department under the authority of the Police Department, the vehicle will be removed expeditiously.

The City will notify the towing contractor directly. No mechanical answering service or intermediary will be called. Contractor must be available to respond to calls and provide towing service 24 hours per day.

Upon notification by the City, Contractor shall promptly send a tow vehicle to the designated destination and shall provide roadside service or remove the vehicle(s) if so designated by the Police or Fire Department or the vehicle owner. After such notification to report to the scene, only the Contractor will be permitted to do the winching and towing or servicing; provided, however, that upon any notification or call for services by the City, the response time to arrive at the scene from time of call for a tow truck or flatbed truck shall be no more than 30 minutes, unless there are adverse weather conditions in the sole judgment of the Police Department. Upon any call or notification by the City, the Contractor shall provide an estimated time of arrival in minutes, in order to assist the City in any activities it may be undertaking at the scene. In the event the Contractor does not arrive at the scene within 30 minutes from City call, if the Contractor does not provide an estimated time of arrival in minutes upon City call, or if no person answers (human response) a City call for service for any reason, the City may request any necessary vehicle towing or removal services from any other person or entity and under such circumstances, no charge, fee or compensation whatsoever shall be due to Contractor for any reason upon such call for alternate services. Upon a Police Department notification simultaneously requesting more than one tow truck for more than one tow at a single location and where, in the judgment of the Police Department, any traffic obstruction at such location may be cleared by way of removing all vehicles from traffic lanes with a single tow truck and where Police or City emergency service personnel may thereupon

leave the location with the cleared vehicles in the custody of the Contractor, the 30 minute response time shall not apply to the arrival of subsequent tow trucks to the initial responding tow truck.

The City shall not be responsible if the vehicle owner performs his own service and drives from the scene. Costs of responding in this situation shall be absorbed by the Contractor. There is no cost recovery for the Contractor if a service call is canceled after a truck is dispatched.

There shall be no charges assessed by the Contractor to anyone for canceled calls or where no one is present at the scene of the call. No charges whatsoever may be made by the Contractor for items not quoted on above, such as "delays".

The Contractor shall maintain a daily log of town, roadside or other service calls received during the duration of this agreement. This log shall include the time the call was received and the number of the invoice for service performed issued to the party towed or serviced. Contractor shall maintain in its files copies of all such invoices and all records pertaining to this agreement during the duration of this agreement and for a period of three (3) years thereafter. Contractor agrees to maintain and make available for inspection and audit by the City Clerk or any authorized representative of the City, its daily logs and copies of all invoices and all records pertaining to this agreement at its office upon written notice by the City.

SECTION 4 - EQUIPMENT

A. Contractor must provide to the City Clerk evidence of ownership or lease, a minimum of two trucks; at least one with a GVW rating of not less than 12,500 pounds and a lift boom having a minimum capacity of 6 tons.

All trucks shall be equipped with necessary safety devices, lights meeting ICC Regulations, safety gasoline cans and a reasonable supply of tools to provide roadside service as "roadside service" is defined in this agreement.

B. Contractor must provide to the City Clerk evidence of ownership, lease, or subcontract of a minimum of one extra heavy duty wrecker tow truck, with a capacity of no less than 60,000 pounds, capable of lifting on its boom and traveling with a suspended dead weight of 18,000 pounds.

C. All trucks shall be equipped with emergency lighting as required by §347.26(6)(a) and (b), Wis. Stats.

D. Inspection. Equipment and operating condition of each wrecker and tow truck will be subject to inspection and approval by the City at any time after award of contract. Any change of equipment during the term of the contract shall be brought to the attention of the City Clerk, unless equipment equal to or better than that replaced from a service-enhancement standpoint is provided, and will be subject to re-examination for approval or rejection.

SECTION 5 - DEBRIS AND CLEANING

Whenever the Contractor is called to an accident scene, Contractor shall, before leaving the scene, remove all large debris such as bumpers, windshields, doors, body panels and the like, provided that such removal and cleaning may be accomplished without unreasonable delay to the

Contractor at the scene. Oil and gasoline spills, hydrant breaks, signal and lamp outages, tree damage and the like shall be reported by the Police to the proper agency for barricading and cleanup as conditions warrant.

SECTION 6 - STORAGE FACILITIES

- A. Storage facilities must be located within 13 miles of the City so as to be convenient for supplying the safe and prompt service required by the Agreement.
- B. Storage facilities may be owned or under lease for the duration of this contract. Contractor shall furnish evidence of ownership or lease of required storage facilities to the City Clerk prior to the effective date of this Agreement.
- C. Stored vehicles shall be protected in a fenced-in well lit and locked yard.
- D. Storage facilities must conform to all laws, ordinances and regulations applicable where located.
- E. Storage facilities shall be of sufficient size to accommodate at least 40 motor vehicles at one time.
- F. Personal property may be removed from a motor vehicle pursuant to Section 349.13(5), Wis. Stats. The written agreement to pay the full charges for towing and storage upon a removal of personal property by the owner pursuant to Sec. 349.13(5) (b) (4), Wis. Stats., shall be in the form and pursuant to the terms approved by the City.

SECTION 7 - DISPLAY AND REMOVAL OF VEHICLE

- A. Upon request of the towed vehicle owner, insurance company, authorized salvage buyer or the City, Contractor shall, at no charge, promptly move the vehicle to a space where an inspection may be made or pictures taken.
- B. No charge to the towed vehicle owner by virtue of this contract shall be made for any estimate or appraisal as to costs of repairs. No repairs shall be made without the written consent of the towed vehicle owner.
- C. The towed vehicle owner or representative shall have the privilege of removing the owner's vehicle from the custody of Contractor at any time within 30 days of storage (unless contrary to the City's orders) by paying towing and storage charges to Contractor in accordance with the schedule established by this proposal.
- D. An attendant shall be in attendance at the place of storage during the following hours as a minimum:
Monday through Friday Inclusive - 8:00 a.m. - 5:00 p.m.

Saturday - 8:00 a.m. - 12:00 noon
(Exclusive of those Holidays on which City Hall is closed)

E. In case of emergency, as determined by the Franklin Police Department, Contractor shall provide access to storage areas during hours other than those listed herein. If the towing Contractor has to make an extra trip to open his place of business after hours, he may charge the vehicle owner a service fee of \$20.00.

SECTION 8 - RETENTION TIME AND NOTIFICATION

A. SALE OF VEHICLE

When a vehicle is not claimed by the Owner or Owner's representative within ten days after towing, the Contractor may proceed to sell or junk the vehicle under the provisions of Section 779.415, Wis. Stats. Contractor shall notify the Police Department before proceeding under this provision. Should a deficit occur after such proceedings, such deficit shall not be paid by the City, and shall be absorbed by the Contractor.

B. NOTIFICATION TO POLICE

When a report is required under Section 342.31(2), Wis. Stats., for vehicles stored as a result of this contract, a copy of such report shall be submitted to the Police Chief.

C. POLICE DEPARTMENT HOLDS.

The Police Department in its discretion may place a hold upon any vehicle at the scene or while in the custody of Contractor by the execution of a hold/release form utilized by the Police Department for such purposes. Such hold form shall be executed by a member of the Police Department and shall bind the Contractor to hold such vehicle until Contractor receives a release direction in writing signed by the Police Department. If such hold is placed on the vehicle at the scene of vehicle removal services, the Police Department shall deliver a copy to the Contractor's truck operator responding to the scene, who shall sign the hold form as received. Should the Police Department place a hold on a vehicle subsequent to its removal from the scene, such hold shall be binding upon the Contractor upon fax of same to Contractor. The Police Department will courtesy call Contractor to advise of such fax upon same and Contractor shall immediately sign and return fax the hold form acknowledging receipt thereof. Contractor shall maintain its fax machine so that it is operational 24 hours per day. Without in any way intending to waive or excuse Contractor's duty to maintain an operational fax machine, in the event that fax service is unavailable, any notification of hold or hold release to Contractor under this subsection may be made by personal delivery of the notice to Contractor's place of business or by telephone call and mail to Contractor. Holds shall be released in the same method of form execution, delivery and return by the City and Contractor, respectively, as set forth above for the placing of holds.

SECTION 9 - SERVICE STANDARDS

The Contractor shall provide courteous, polite, prompt and efficient services. Operators of the towing vehicles shall be courteous, clean, and neatly dressed in coveralls or uniform, and shall at all times conduct themselves in a workmanlike manner when carrying out the terms of the contract. A Contractor who cannot immediately dispatch trucks to calls, particularly in sub-zero weather, is not providing adequate service. Contractor shall meet the standards and terms of the Agreement. In the event Contractor disagrees with any direction given by Police or Fire Department personnel pertaining to Contractor's current services, Contractor or Contractor's representative may state such objection to such City representative at the time of such direction for consideration by such City representative, but shall not further contest or fail to follow such directive if it remains unchanged, except by subsequent written complaint to the Chief of Police specifying the particulars of such objection.

SECTION 10 - RULES AND REGULATIONS

A. Safety precautions shall be foremost in the operator's mind so that Contractor and the lives of others can be protected. Contractor shall operate Contractor's vehicles and towing equipment in accordance with the Motor Vehicle laws and all applicable federal, state and local laws.

B. Contractor shall comply with all required federal, state and local laws to provide towing service and provide current copies of all licenses, permits and authorizations required to perform this contract to the City Clerk.

SECTION 11 - INDEMNIFICATION AND INSURANCE

A. Contractor shall save and hold the City harmless from and against all liability, claims, and demands on account of personal injuries (including without limitation of the foregoing, Worker's Compensation and death claims) or property loss or damage of any kind whatsoever, which arise out of or are in any manner connected with the performance of the Agreement, regardless of whether such injury loss or damage shall be caused by, or be claimed to be caused by, the negligence or other fault (a) of Contractor, or (b) sublet work of Contractor hereunder; or by any agent(s) or employee(s) of any of the foregoing; or by accident; or otherwise.

B. Contractor shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all action based thereon, and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damages, loss, claims, demands, and actions. Contractor shall secure, at its own cost and expense, insurance in amounts and with a Company licensed to do business in Wisconsin which is acceptable to and approved by the City Clerk against the liability assumed in this paragraph by the Contractor.

C. 1. Contractor shall purchase and maintain in a company or companies licensed to do business in the State of Wisconsin, insurance of the kinds described in Paragraph 3, to protect against claims which may arise out of or result from Contractor's operations under the contract, whether such operations be by itself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The City shall be named as an additional insured on policies under 3.b.-e.

2. The insurance required shall be written for not less than the limits of liability specified in Paragraph 3, or required by law, whichever is greater.

3. The kinds of insurance required by Paragraph 1 and the limits of liability required by Paragraph 2 shall be as follows:

	Kinds of Insurance	Limits of Liability
a.	Unemployment and Social Security	As required by Federal and State Laws.
b.	Worker's Compensation	As required by applicable Worker's Compensation Laws
c.	Employer's Liability	\$500,000 per occurrence

- d. Automobile Liability Bodily Injury \$1,000,000 each person each occurrence.
Property damage \$500,000 each occurrence.

- e. Garagekeeper's Legal \$500,000
Liability for Customer's
property for fires, theft,
collision, riot, civil
commotion, malicious
mischief, and vandalism

SECTION 12 - TERM AND TERMINATION

This agreement shall be for a period of three years, commencing March 1, 2012. The City reserves the right to interpret the agreement language, to determine finally all performance of this agreement and to evaluate the performance of the work specified herein. Notwithstanding any other provisions of this agreement, the City shall have the absolute right to terminate this agreement without cause upon giving 60 days written notice to Contractor. This agreement may be extended upon the mutual agreement of the parties for up to three additional one-year terms.

The City may terminate this agreement forthwith for cause. The term "cause" as used herein shall be any default by the Contractor; any assignment of the Agreement by the Contractor without the written consent of the City; if the Contractor is adjudged bankrupt; if at any time the City determines that the performance of the work under this contract is being unnecessarily delayed; that the Contractor is violating any of the conditions of this contract or that he is executing the same in bad faith or otherwise not in accordance with the terms of this contract. Any employee of the Contractor who willfully, negligently or ignorantly fails to perform his duties or assignment or is disobedient or abusive to the public, a fellow employee or to representatives of the City, shall upon written order from the City Clerk be discharge from the work.

SECTION 13 - SUSPENSION AND SANCTIONS

A. SUSPENSION

If during the term of this contract, the Contractor, or any of its duly elected officers if it be a corporation, is charged with a crime, the City Clerk shall have the right to suspend the operation of the Contractor, pending the determination of such criminal action. The Contractor, by its acceptance of this contract, hereby waives the right to any challenge of such suspension, excepting where no such criminal charge was made, and any and all claims for damages due to such suspension regardless of the outcome of such criminal action.

B. SANCTIONS

Any written complaint received by the office of the City Clerk pertaining to any services or work performed by Contractor under this Agreement shall be forwarded to Contractor within 10 days of receipt and Contractor shall respond to such complaint in writing within 10 days of the date of mailing or fax of same to Contractor. Such response shall be returned to the City Clerk, shall be in writing and shall set forth whether the Contractor agrees, disagrees or otherwise holds any position with regard to the subject matter of the complaint. The City Clerk shall review such complaint and any response received from Contractor to determine whether such complaint constitutes a violation of this agreement and whether, if there are any monetary charges by

Contractor pertaining to such violation, such charges shall then be forfeited and not due and owing to the Contractor. Such determination by the City Clerk shall be a determination as described pursuant to §68.07, Stats. The terms and provisions of §§68.08 and 68.09 Stats., shall apply to any review of such initial determination. In the event the Contractor requests and is entitled to an administrative appeal from such initial determination pursuant to the terms and provisions of §68.10, Stats., the hearing thereon shall proceed pursuant to the terms and provisions of §68.11, Stats., and the Municipal Court Judge shall be the decision maker who shall make the decision on such administrative appeal. Upon any claim that the Municipal Court Judge is unable or should not hear such Vehicle Towing and Storage Contract appeal for any reason, which claim must be made in writing and filed concurrent with any notice of appeal or be forever barred and waived, or should the Municipal Court Judge recuse himself for any reason, the City Engineer shall be the decision maker upon such administrative appeal. The final determination upon the aforesaid determination or administrative appeal shall be final pursuant to the terms and provisions of §68.12, Stats. If any charges specified to be forfeited under a final determination have been previously paid, Contractor shall refund such amount to the payor within 10 days of the final determination. Notwithstanding the above terms, provisions and references to provisions of Chapter 68, Stats., the parties agree that the terms and provisions of this subsection constitute a contractual provision specifying a method of resolving disputes pursuant to §68.15, Stats. The terms and provisions of this subsection 13.B. shall survive the expiration of this Agreement on February 28, 2015.

SECTION 14 - PERFORMANCE

Contractor guarantees that it has the ability and equipment to perform the terms of the Agreement, including continuously holding all state, federal and local licenses and approvals to enable contractor to perform the services called for in the agreement. This includes, but is not limited to, licenses to perform roadside service and to tow and store vehicles at the direction of law enforcement officials.

SECTION 15 - ABANDONMENT LAW

Contractor agrees that the agreement shall be performed in accordance with the time limitations and procedures set forth in Section 342.40, Wis. Stats. Contractor shall undertake all acts pursuant to Section 342.40, Wis. Stats. Contractor waives any right to obtain payment or reimbursement from the City as set forth in Section 342.40, Wis. Stats. Contractor's sole source of revenue shall be from the motor vehicle owner(s) or person(s) who otherwise dispose of the motor vehicle.

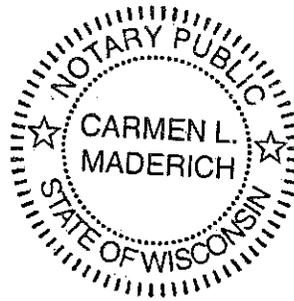
Agreement for Towing and Storage of Motor Vehicles between the City of Franklin
and N & S Towing - ADDITIONAL NOTARY PAGE

For the period beginning March 1, 2012; ending February 28, 2015

State of Wisconsin
Milwaukee County

SUBSCRIBED AND SWORN TO BEFORE ME BY JEFFERY SANCINATI

This 13th day of February, 2012
Carmen L Maderich
Notary Public
My commission expires 8-2-2015



<p>APPROVAL</p> <p><i>Stw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/16/14</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Recommendation by the Economic Development Commission to Direct Staff to Simplify the Temporary Sign Process for New Businesses and New Construction</p>	<p>ITEM NUMBER</p> <p><i>G.8.</i></p>

At its October 27, 2014 meeting, the Economic Development Commission considered the issue of temporary signage for new businesses and new construction as a result of numerous comments from business owners that the process is unclear. After hearing about current code requirements and enforcement thereof, the Commission determined to recommend that changes be made to simplify the process for temporary signs. At its meeting on December 10, 2014, the Commission further suggested that the Council should direct staff to work on appropriate changes to relax the rules and simplify the process.

COUNCIL ACTION REQUESTED

A motion to direct staff to prepare appropriate changes to relax the requirements and simplify the temporary signage process and to return the same to the EDC for review and recommendation.

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APPROVAL <i>Slew</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/16/14
Reports & Recommendations	SUBJECT: Jurisdictional Transfer of W. St. Martins Road (CTH MM) from S. North Cape Road to S. Lovers Lane Road	ITEM NO. 39

BACKGROUND

For years, the City of Franklin and Milwaukee County have discussed the merit of transferring several roadways, including St. Martin Road, from the County to City jurisdiction. This 1.7 mile segment of road consists of approximately a century old concrete pavement with up to 9.5 inches of asphalt overlays. There is extensive reflective cracking and the surface is in poor condition. Something needs to be done and the County is prepared to reconstruct the road if the City will accept the jurisdictional transfer.

The County hired a consultant to write an alternatives analysis report that discussed six alternatives for different pavement sections. City Engineering staff, Public Works staff, City of Milwaukee Engineering Staff and the Board of Public Works have thoroughly reviewed the analysis and believe that for Franklin to accept the road, the many layers of asphalt needs to be removed, the concrete pavement needs to be rubblized and compacted, then resurfaced with hot mix asphalt (HMA) in multiple layers up to existing surface. The road would also be widened to a consistent 30-foot width of rural cross section. County representatives have stated that they are willing to improve the road as described.

It should be noted that the improvements as described would require compliance with WDOT Trans 75 "Bikeways and Sidewalks in Highway Projects" requirements. The County is willing to fund 100% of this project with the Trans 75 requirements. There are currently no sidewalks or pathways along this route.

At the December 9, 2014 Board of Public Works Meeting, the Board discussed many issues related to the subject and voted to recommend to City Council that the City enter into agreement with the County to construct the project consisting of rubblizing [removal of asphalt, crushing the concrete in place, compacting the concrete, and resurfacing with HMA up to the approximate surface, widening as discussed] and installing a multiuse pathway along one side only. It is understood that the County will submit application to WDOT for Trans-75 exemption with a pathway along one side only.

The County desires an answer from Franklin City Council on or around the end of December 31, 2014. They need to have all design and construction funding spent by the end of 2016.

ANALYSIS

In addition to the pavement analysis as described above, the City Engineering and Public Works departments have reviewed the site. City Engineering can work with the County and its consultant to design a road project acceptable to the City. The multiuse pathway may / may not cross the street to avoid certain issues but regardless the City can support a multiuse pathway on either side of the roadway. Trees are present. Some trees can be avoided by the pathway, some trees are in need of removal for 10-foot clear zone, others are in the way of existing overhead utilities, and others are diseased / dying in need of removal. It also appears that the pathway can be located to minimize reduction of commercial parking.

The County has stated that they will work closely with the City in the design of the project. As in all pathway projects, some property owners may be concerned regarding a pathway on right-of-way adjacent to their property. The County's timeframe for the expenditures of the funds to do this project does not allow for delays caused by opposition to the project. The City will need to support the County in the design of the project.

A pathway is highly desirable for this section of roadway. It would provide access to one elementary school, several residential areas, commercial businesses, churches, and an existing recreational pathway. This area also hosts the St. Martins Fair and other social gatherings.

There are some storm sewers in various states of disrepair along the project. The City engineering staff is documenting the condition and will submit a report to the County for necessary repairs prior to undertaking the road rehabilitation.

If the City dismisses the offer to accept the road through a jurisdictional transfer, the County is unlikely in the near term to rehabilitate the roadway to a desirable condition to the traveling public. The City currently receives many complaints on the condition of the County-maintained roadway.

OPTIONS

Motion to accept the jurisdictional transfer of Jurisdictional Transfer from Milwaukee County of W. St. Martins Road (CTH MM) from S. North Cape Road to S. Lovers Lane Road in exchange for the removal of asphalt, rubblizing and compacting the concrete pavement, and resurfacing with HMA, widening to a rural cross section of 30-feet and installation of a multiuse pathway along one side only, and repair of storm sewer systems.

or

Motion to deny the deny to jurisdictional transfer offer made by Milwaukee County.

FISCAL NOTE

The construction of the road and multiuse pathway will not cost the City of Franklin but will be borne by Milwaukee County and any relevant state funding that they acquire.

Upon acceptance of the roadway improvements, the City will start maintenance and snow clearing operations of the roadway and pathway. It is anticipated that the road will need periodic minor maintenance and rehabilitation. It is estimated that the road will need significant rehabilitation in 25-30 years, depending on maintenance operations.

RECOMMENDATION

Motion to adopt Resolution No. 2014-_____, to accept the jurisdictional transfer of Jurisdictional Transfer from Milwaukee County of W. St. Martins Road (CTH MM) from S. North Cape Road to S. Lovers Lane Road in exchange for the removal of asphalt, rubblizing and compacting the concrete, and resurfacing with HMA, widening to a rural cross section of 30-feet installation of a multiuse pathway along one side only, and repair of storm sewer systems.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY
RESOLUTION NO. 2014 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO ACCEPT JURISDICTIONAL TRANSFER
OF W. ST. MARTINS ROAD (CTH MM)
FROM S. NORTH CAPE ROAD TO S. LOVERS LANE ROAD

WHEREAS, the City of Franklin and Milwaukee County have discussed the merit of transferring several roadways; and

WHEREAS, Milwaukee County has offered to transfer approximately 1.7 miles of St. Martin Road (CTH MM) from S. North Cape Road to S. Lovers Lane Road; and

WHEREAS, Milwaukee County has offered rehabilitate the road in compliance with WDOT Trans 75 requiremnets; and

WHEREAS, Milwaukee County has offered rehabilitate the road; and

WHEREAS, up to \$50,000 has been identified for this project.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the accept the jurisdictional transfer of Jurisdictional Transfer from Milwaukee County of W. St. Martins Road (CTH MM) from S. North Cape Road to S. Lovers Lane Road in exchange for the removal of asphalt, rubblizing and compacting the concrete, and resurfacing with HMA, widening to a rural cross section of 30-feet installation of a multiuse pathway along one side only, and repair of storm sewer systems.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2014.

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	MTG. DATE 12/16/2014
Reports & Recommendations	SUBJECT: Acceptance of water main deferments for St. Martins Road from S. Chapel Hill Drive to 440 L.F. to southeast of S. Chapel Hill Drive	ITEM NO. <i>E.10.</i>

BACKGROUND

Pursuant to Section 14.21(4) of the Municipal Code, the property owners as shown below have qualified for and have requested a 10-year deferment for payment of the water main special assessment on their property.

ANALYSIS

It is recommended to accept the request for water main deferments per Section 14.21(4) of the Municipal code for the following parcels:

St. Martins Road from S. Chapel Hill Drive to 440 L.F. to southeast of S. Chapel Hill Drive

<u>Tax Key No.</u>	<u>Property Owner</u>	<u>Address</u>	<u>Amount Deferred</u>
800-9998-000	Debra J. Hoch	10501 W. St. Martins Road	\$10,971.32
800-9997-000	Kenneth & Susan Stanis	10515 W. St. Martins Road	\$ 9,099.90
800-9996-000	Joseph & Coleen Smith	10523 W. St. Martins Road	\$ 9,099.90

OPTIONS

The option is to grant (or not) the 10-year deferment on the properties listed above.

FISCAL NOTE

Part of the funding of St. Martins Road distribution water main extension.

RECOMMENDATION

Motion to accept the request for water main deferments per Section 14.21(4) of the Municipal Code listed above and authorize the Mayor and City Clerk to sign the petitions for deferment as listed above.

RJR/db

RECEIVED
NOV 21 2014
City of Franklin
Engineering Department

CITY OF FRANKLIN

PETITION FOR WATER MAIN DEFERMENT

10501 W. St. Martins Road

TO THE COMMON COUNCIL OF THE CITY OF FRANKLIN, WISCONSIN

Project No. 2014-WU-101

800-9998-000

Debra J. Hoch

3945 Lancaster Ln. N #206

Plymouth, MN 55441

In the City of Franklin, Wisconsin, do hereby respectfully petition for a ten (10) year deferment on the principal and interest for the installation of water main abutting the above described parcel as prescribed in Section 14.21(4) of the Municipal Code of the City of Franklin. Said deferment shall be in effect until such time as the property owner connects to the water system or ten (10) years from adoption of the resolution levying the special assessments or the property is sold, transferred or conveyed, whichever is sooner.

We do certify that the property is used for residential purposes and the property has an existing and adequate water supply.

Owner Debra J. Hoch Date 11.21.14
Owner _____ Date _____

Accepted pursuant to the authority of the Common Council on _____, 2014

CITY OF FRANKLIN

By: _____
Mayor

City Clerk

THIS FORM MUST BE RETURNED NO LATER THAN NOVEMBER 21, 2014

RECEIVED
NOV 05 2014
City of Franklin
Engineering Department

CITY OF FRANKLIN

PETITION FOR WATER MAIN DEFERMENT

W. St. Martins Road

TO THE COMMON COUNCIL OF THE CITY OF FRANKLIN, WISCONSIN
Project No. 2014-WU-101

800-9996-000
Joseph & Coleen Smith
10523 W. St. Martins Road
Franklin, WI 53132

In the City of Franklin, Wisconsin, do hereby respectfully petition for a ten (10) year deferment on the principal and interest for the installation of water main abutting the above described parcel as prescribed in Section 14.21(4) of the Municipal Code of the City of Franklin. Said deferment shall be in effect until such time as the property owner connects to the water system or ten (10) years from adoption of the resolution levying the special assessments or the property is sold, transferred or conveyed, whichever is sooner.

We do certify that the property is used for residential purposes and the property has an existing and adequate water supply.

Owner Joseph A. Smith Date 10-4-14
Owner Coleen A. Smith Date 11-4-14

Accepted pursuant to the authority of the Common Council on _____, 2014

CITY OF FRANKLIN
By: _____
Mayor

City Clerk

THIS FORM MUST BE RETURNED NO LATER THAN NOVEMBER 21, 2014

RECEIVED
NOV 27 2014
City of Franklin
Engineering Department

CITY OF FRANKLIN

PETITION FOR WATER MAIN DEFERMENT

W. St. Martins Road

TO THE COMMON COUNCIL OF THE CITY OF FRANKLIN, WISCONSIN
Project No. 2014-WU-101

800-9997-000
Kenneth & Susan Stanis
10515 W. St. Martins Road
Franklin, WI 53132

In the City of Franklin, Wisconsin, do hereby respectfully petition for a ten (10) year deferment on the principal and interest for the installation of water main abutting the above described parcel as prescribed in Section 14.21(4) of the Municipal Code of the City of Franklin. Said deferment shall be in effect until such time as the property owner connects to the water system or ten (10) years from adoption of the resolution levying the special assessments or the property is sold, transferred or conveyed, whichever is sooner.

We do certify that the property is used for residential purposes and the property has an existing and adequate water supply.

Owner Kenneth W. STANIS Date 10-25-14

Owner Susan Barlow-STANIS Date 10-25-14

Accepted pursuant to the authority of the Common Council on _____, 2014

CITY OF FRANKLIN

By:

Mayor

City Clerk

THIS FORM MUST BE RETURNED NO LATER THAN NOVEMBER 21, 2014

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 12/16/14
Reports & Recommendations	SUBJECT: Resolution authorizing officials to execute an MMSD Green Solutions Funding Grant for Water & Wastewater Building site, 5550 W. Airways Avenue	ITEM NO. <i>G. 11.</i>

BACKGROUND

The plans for the Water & Wastewater Building, to be built, located at 5550 W. Airways Avenue, incorporate several green (storm water) infrastructure components. These components include a porous pavement employee parking lot and includes two biofiltration basins which use native shrubs, perennials and grasses. .

ANALYSIS

The Milwaukee Metropolitan Sewerage District (MMSD) has developed a Green Solution Program to offer funding as an incentive to municipalities to address storm water management, reduction and water quality treatment. Program funds assigned to the City of Franklin total \$93,806. This funding does not require a City match. There is a sunset at the end of year 2014. The proposed parking lot meets reduction criteria and biofiltration basins met quality criteria.

The present request for funding is at \$77,950. The MMSD staff has given assurance that any modifications to the plan during construction can be claimed as fund change order.

OPTIONS

Approve or Deny.

FISCAL NOTE

This grant fund was including in project costs as a revenue source.

RECOMMENDATION

Motion to adopt Resolution No. 2014-_____ a resolution authorizing officials to execute an MMSD Green Solutions Funding Grant for Water & Wastewater Building site, 5550 W. Airways Avenue.

RJR/sg

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY
RESOLUTION NO. 2014 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE AN MMSD GREEN
SOLUTIONS FUNDING GRANT FOR WATER & WASTEWATER BUILDING
SITE, 5550 W. AIRWAYS AVENUE

WHEREAS, a Water & Wastewater Maintenance Facility at 5550 W. Airways Avenue has been designed, a contract to build has been awarded; and

WHEREAS, this Facility has incorporated green infrastructure that being a porous employee parking lot and two biofiltration basins; and

WHEREAS, the cost of Green infrastructure is grant eligible under the Milwaukee Metropolitan Sewerage District Green Solution Program; and

WHEREAS, \$93,800 in this Grant fund has been designated for the City of Franklin; and

WHEREAS, \$77,950 has been identified as funding eligible to date.

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 MMSD Green Solutions Funding Grant for Water & Wastewater Building site, 5550 W. Airways Avenue.

Introduced at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2014 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this
_____ day of _____, 2014.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

RJR/sg

Funding Agreement

Green Solutions for Separate Infrastructure and Sewer Separation (GS for SISS)

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the Public Entity (Municipality), with its offices at Address.

WHEREAS, Wisconsin law, through Section 66.0301 Stats., establishes that a "municipality" means the state or any department or agency thereof, or any city, village, town, county, school district, public library system, public inland lake protection and rehabilitation district, sanitary district, farm drainage district, metropolitan sewerage district, sewer utility district, solid waste management system created under s. 59.70 (2), local exposition district created under subch. II of ch. 229, local professional baseball park district created under subch. III of ch. 229, local professional football stadium district created under subch. IV of ch. 229, local cultural arts district created under subch. V of ch. 229, long-term care district under s. 46.2895, water utility district, mosquito control district, municipal electric company, county or city transit commission, commission created by contract under this section, taxation district, regional planning commission, housing authority created under s. 66.1201, redevelopment authority created under s. 66.1333, community development authority created under s. 66.1335, or city-county health department; and

WHEREAS, Wisconsin law, through Section 66.0301 Stats., authorizes any municipality to enter into an intergovernmental cooperation agreement with another municipality for the furnishing of services; and

WHEREAS, the District is responsible for collecting and treating wastewater from the locally owned collection systems in its service area; and

WHEREAS, during wet weather stormwater enters the District's sewer system (the "System") from combined sewers or from sanitary sewers with inflow and infiltration; and

WHEREAS, the District seeks to preserve capacity for wastewater by encouraging sewer separation and capture of stormwater through green infrastructure; and

WHEREAS, the District wishes to fund measures by the Municipality to separate combined sewers or to install green infrastructure.

Now, therefore, for the consideration of the mutual promises made by the parties to this Agreement, the parties agree as follows:

1. Date of Agreement

This Agreement becomes effective immediately upon signature by both parties and shall end when the Municipality receives final payment from the District; or when this Agreement is otherwise terminated as set forth herein.

2. District Funding

The District shall reimburse the Municipality for \$ 77,950 in costs for the work described in Attachment A (“the Work”). The District funding shall be provided as a reimbursement upon submission of an invoice, documentation of costs, and execution of a Conservation Easement {for Green Infrastructure work}. Beyond the financial support for the Work, the District shall have no involvement in ownership, construction, maintenance or operation of the Work. The Municipality shall identify the District as a funder in informational literature and signage.

3. Location of the Work

The Work shall be located at {insert description of property, including address and tax key if available} (“the Property”).

4. Procedure for Payment

Upon completion of construction, Municipality shall submit an invoice to the District for the amount to be reimbursed. The invoice should include a documentation of all costs to be reimbursed. Invoices from consultants shall provide the hourly billing rates, if applicable, the hours worked by individuals, and a summary of the tasks accomplished.

Reports and invoices shall be submitted to:

Tom Chapman, P.E.
Section Manager - Watercourse
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

Final reimbursement will not be provided until the project is complete and the Conservation Easement has been executed.

5. Changes in Work and Modifications to the Agreement

Any changes to the Work must be approved by the District, in writing, in advance. The District may not reimburse for work that is not included in Attachment A unless prior written approval from the District is obtained.

This Agreement may be modified only by a writing signed by both parties.

6. Permits, Certificates and Licenses

The Municipality is solely responsible for ensuring compliance with all federal, state and local laws requiring permits, certificates and licenses required to implement the Work.

7. Public Bidding

The selection of professional service providers must be performed in accordance with the Municipality's ordinances and policies. All non-professional service work (i.e. construction, sewer inspection, post-construction restoration) must be procured in accordance with State of Wisconsin statutes and regulations and in accordance with the Municipality's ordinances and policies. Whenever work valued over \$25,000 is procured without the use of a public sealed bidding process, the District may request and the Municipality must provide an opinion from a licensed attorney representing the Municipality stating that the procurement is in compliance with State of Wisconsin law and Municipal ordinances.

8. Responsibility for Work, Insurance and Indemnification

The Municipality is solely responsible for planning, design, construction and maintenance of the Work, including the selection and payment of consultants, contractors, and materials. The Municipality is solely responsible for ensuring compliance with Wisconsin prevailing wage law.

The District shall not provide any insurance coverage of any kind for the Work or the Municipality.

The Municipality shall defend, indemnify and hold harmless the District and its Commissioners, employees, and agents against any and all damages, costs, liability and expense whatsoever (including attorneys fees and related disbursements) arising from or connected with the planning, design, construction, operation or maintenance of the Work.

9. Terminating the Agreement

The District may terminate this Agreement at any time prior to commencement of the Work. After the Work has commenced, the District may terminate the Agreement only for good cause, such as, but not limited to, breach of agreement by the Municipality. The Municipality may terminate the Agreement at any time, but will not receive any payment from the District if the Work is not completed.

10. Conservation Easement {For Green Infrastructure Projects}

Municipality covenants to keep the Work intact and fully functioning for a period of 10 years from the date installation is completed. Municipality shall undertake any maintenance activities necessary to keep the Work functioning as intended. This obligation shall be ensured by execution of a Conservation Easement in favor of the District, to be executed upon completion of construction and in effect for a term of 10 years. Municipality must provide to the District:

- A Legal Description for the real property where the Work will be located.

- A Baseline Report as described in the GS for SISS Guidelines document located on the District website including the location and functionality of the Work.
- Authorized names and titles for the signature block of the Conservation Easement.

The District shall take responsibility for drafting and recording the Conservation Easement.

11. Exclusive Agreement

This is the entire Agreement between the Municipality and the District regarding reimbursement for Work.

12. Severability

If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in effect.

13. Applicable Law

This Agreement is governed by the laws of the State of Wisconsin.

14. Resolving Disputes

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Milwaukee County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

15. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- when delivered personally to the recipient's address as stated on this Agreement; or
- three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement.

16. No Partnership

This Agreement does not create a partnership relationship nor give the Municipality the apparent authority to make promises binding upon the District. The Municipality does not have authority to enter into contracts on the District's behalf.

17. Assignment

The Municipality may not assign any rights or obligations under this Agreement without the District's prior written approval.

18. Public Records

The Municipality agrees to cooperate and assist the District in the production of any records in the possession of the Municipality that are subject to disclosure by the District pursuant to the State of Wisconsin's Open Records Law, §§19.31-19.39, Wis. Stats. The Municipality agrees to indemnify the District against any and all claims, demands, and causes of action resulting from the Municipality's failure to comply with this requirement.

**MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT**

MUNICIPALITY

By: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____
Name
Mayor (or Village Manager)

Date: _____

Date: _____

Approved as to form:

Attorney for the District

ATTACHMENT A

Green Solutions for Separate Infrastructure and Sewer Separation (GS and SISS):

The City of Franklin will construct an addition to its Water and Wastewater Operations and Maintenance Facility at 56th and Airways Avenue in the City's business park. As part of the proposed improvements, a stormwater management plan will be implemented to reduce total suspended solids (TSS) discharged from the site by 80%. This TSS reduction will be attained completely through green infrastructure elements. Specifically, the project site will use pervious pavers and bio-filtration.

Description of Work:

The proposed project includes an addition and renovation to the Water and Wastewater Operations and Maintenance building with associated parking lots and drives, combined with a series of sustainable porous pavement systems and bio-filtration basins. The proposed green infrastructure Bump's will be installed as shown on the attached exhibits. More specifically, the green infrastructure Bump's are:

- Porous Pavement (north) - 4,800 square feet
- Porous Pavement (south) - 875 square feet
- Bio-filter (west) - 3540 sf (top), 1430 sty (bottom), 4" under drain, 5.33 ft thick stone/soil section, 4" pending depth above soil
- Bio-filter (east) - 3270 sf (top), 1480 sty (bottom), 4" under drain, 5.33 ft thick stone/soil section, 4" pending depth above soil

Location of Work

City of Franklin Water and Wastewater Operation and Maintenance Building, 5550 West Airways Avenue.

Budget

Engineering:	(Graef Staff)	\$ 3,000.00
City Staff Grant preparation:		500.00

Permeable Pavers:	\$43,850.00
-------------------	-------------

Bio-filtration Basins:

Layout:	600.00
Excavation Costs:	5,300.00
Concrete Curb Cuts:	1,500.00
Landscaping Costs:	15,450.00
Stone Mulch Costs	5,200.00
Overflow Piping:	2,550.00

Construction Total:	<u>\$74,450.00</u>
---------------------	--------------------

PROJECT TOTAL:	\$77,950.00
----------------	-------------

Schedule

Construction to take place in Summer 2015

Procurement

Contractor, Miron Construction Company, was hired through public bidding process.

Data Collection, Results, and Signage/Public Notice:

The performance of the Pavers and Bio-filters are based on modeling results. No additional data will be collected.

Lessons learned will be updated post construction. No current barriers have been identified.

The City intends to post project information on its website post construction. The intent of this posting is to provide the public with the background and benefits of this project.

RJR/db



Building Excellence.

MIRON CONSTRUCTION CO., INC.

10700 Research Dr., Suite 100 - Milwaukee, WI 53226

P 414.308.1510 F 414.431.0933

November 21, 2014

Graef
Mike Paulos, P.E.
One Honey Creek Corporate Center
125 South 84th Street, Suite 401
Milwaukee, WI 53214-1470

RE: Franklin Water & Wastewater Operations and Maintenance Facility

Mike,

Enclosed is a short breakdown of costs to construct the BioFiltration Basins and the Permeable concrete Pavers for the above referenced project.

Permeable Pavers: \$ 43,850.00

Bio Filtration Basins:

Layout: \$600.00
Excavation Costs: \$5,300.00
Concrete Curb cuts: \$1,500.00
Landscaping costs: \$15,450.00
Stone Mulch Costs: \$5,200.00
Overflow Piping: \$2,550.00

Total for Project: \$74,450.00

Thanks Mike, If you need any other information do not hesitate to give me a call.

Regards,

Miron Construction Co., Inc.

Peter J. Dupuis
Project Manager

**Green Infrastructure Design
Water Wastewater Building**

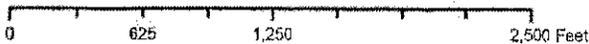
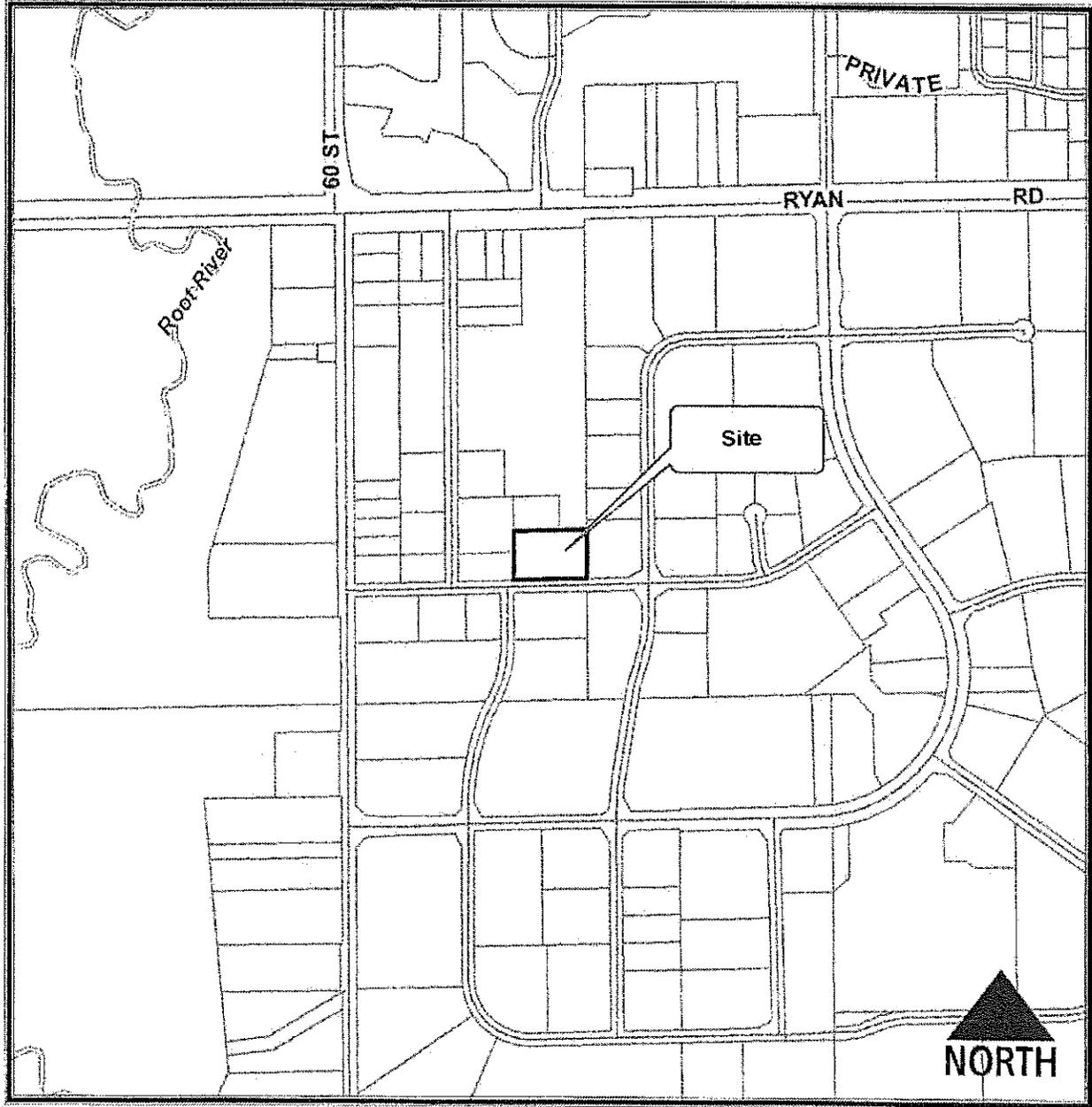
<u>Staff</u>	<u>Amount</u>
Bednarski, Matthew	\$1,000.00
Lisak, James	300.00
Ojstrsek, Francis	200.00
Paulos, Michael	500.00
Schmitt, Erik	500.00
Sisel, Jayme	500.00
	<u>\$3,000.00</u>



City of Franklin

FRANKLIN WATER/WASTEWATER FACILITY

5550 W. Airways Avenue
TKN 899-9990-068



2013 Aerial Photo

This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.

One Honey Creek Corporate Center
125 South 94th Street, Suite 401
Milwaukee, WI 53214-1489
414/259 1500
414/259 0037 fax
www.graefusa.com

CLIENT
CITY OF FRANKLIN

CONTRACTOR

PROJECT TITLE
CITY OF FRANKLIN WATER AND
WASTEWATER OPERATIONS ROAD
MAINTENANCE FACILITY

ISSUE	DATE	DESCRIPTION
1	02/24/14	PLANNING COMMISSION SUBMITTAL
2	04/09/14	PLANNING COMMISSION RE-SUBMITTAL
3	06/26/14	BID SET

PROJECT INFORMATION:
PROJECT NUMBER: 2014-0188-02
DATE: 02/24/14
DRAWN BY: CTS
CHECKED BY: AS
APPROVED BY: JAL
SCALE: AS SHOWN

SHEET TITLE
OVERALL UTILITY PLAN

SHEET NUMBER

C500

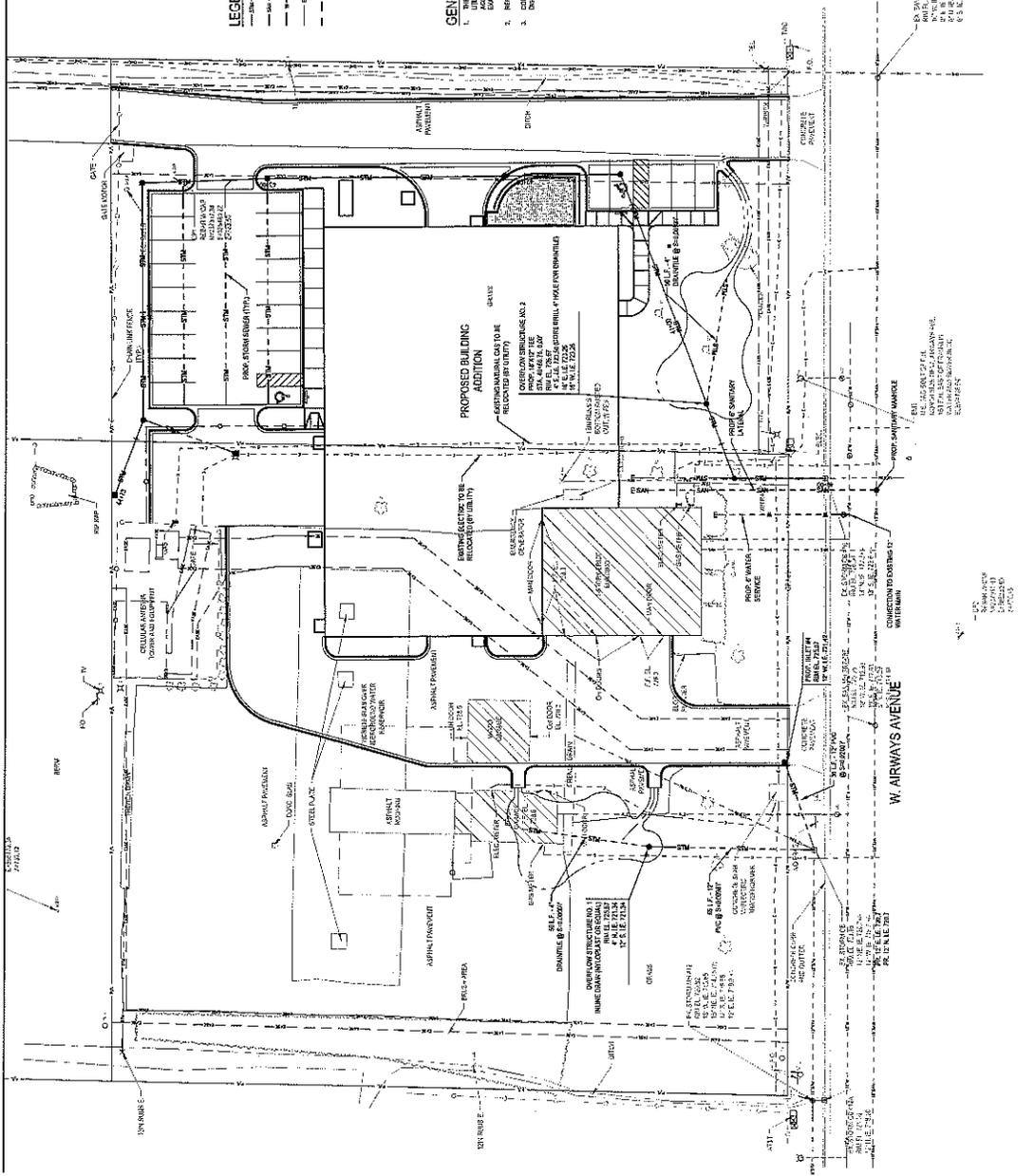


LEGEND

--- (dashed line)	PROPOSED STORM SEWER
--- (dashed line)	PROPOSED SANITARY SEWER
--- (dashed line)	PROPOSED WATER MAIN
--- (dashed line)	PROPOSED ELECTRICAL
--- (dashed line)	PROPOSED UTILITY EXHIBIT
● (solid circle)	PROPOSED MANHOLE
○ (open circle)	PROPOSED CATCH BASIN
▽ (solid triangle)	PROPOSED GATE VALVE
▽ (open triangle)	PROPOSED POINT
⊥ (T-shaped symbol)	PROPOSED UTILITY FLAG

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR RELOCATING OR DELETING EXISTING UTILITIES AND STRUCTURES AS NECESSARY TO ACCOMMODATE THE PROPOSED WORK. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR RELOCATING OR DELETING EXISTING UTILITIES AND STRUCTURES AS NECESSARY TO ACCOMMODATE THE PROPOSED WORK.
2. REFER TO SHEET C001 FOR PERFORMANCE CONTRACT AND TENDERING CLARIFICATIONS.
3. CONTRACTOR SHALL VERIFY LOADS ON ALL EXISTING STRUCTURES AND REPORT ANY DEFICIENCIES TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.



NOTES:
1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR RELOCATING OR DELETING EXISTING UTILITIES AND STRUCTURES AS NECESSARY TO ACCOMMODATE THE PROPOSED WORK. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND STRUCTURES AND SHALL BE RESPONSIBLE FOR RELOCATING OR DELETING EXISTING UTILITIES AND STRUCTURES AS NECESSARY TO ACCOMMODATE THE PROPOSED WORK.

2. REFER TO SHEET C001 FOR PERFORMANCE CONTRACT AND TENDERING CLARIFICATIONS.

3. CONTRACTOR SHALL VERIFY LOADS ON ALL EXISTING STRUCTURES AND REPORT ANY DEFICIENCIES TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORK.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FRANKLIN AND THE STATE OF WISCONSIN.

5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES THAT ARE NOT TO BE RELOCATED OR DELETED.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE DAMAGED DURING THE COURSE OF THE WORK.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE DAMAGED DURING THE COURSE OF THE WORK.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE DAMAGED DURING THE COURSE OF THE WORK.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL EXISTING UTILITIES AND STRUCTURES THAT ARE DAMAGED DURING THE COURSE OF THE WORK.

One Honey Creek Corporate Center
125 South 8th Street, Suite 401
Madison, WI 53714-1619
414.259.0037 fax
www.graef-usa.com

CLIENT
CITY OF FRANKLIN

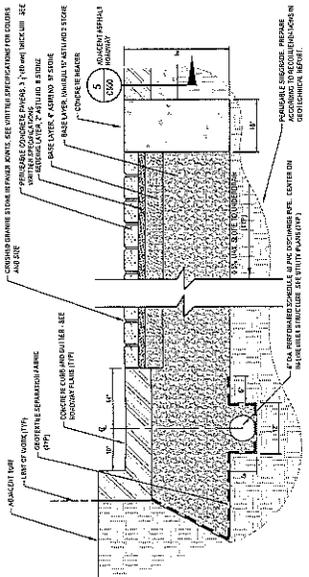
CONTRACTOR

PROJECT TITLE
CITY OF FRANKLIN WATER AND
WASTEWATER OPERATIONS AND
MAINTENANCE FACILITY

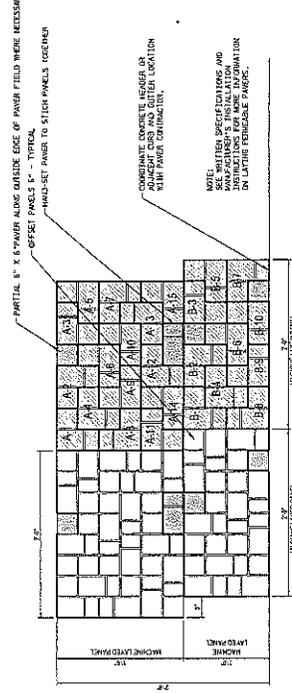
ISSUE
1 02/24/14 PLANNING
COMMISSION
SUBMITTAL
2 04/09/14 PLANNING
COMMISSION
RE-SUBMIT
3 02/26/14 BID SET

PROJECT INFORMATION:
PROJECT NUMBER: 3010108 02
DATE: 02/24/14
DRAWN BY: GTS
CHECKED BY: AS
APPROVED BY: JAL
SCALE: AS SHOWN

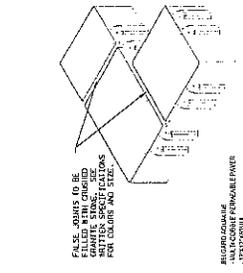
SHEET TITLE:
SITE CONSTRUCTION DETAILS
SHEET NUMBER:
C901



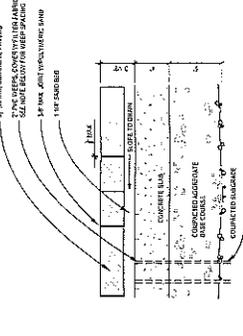
1 TYPICAL SECTION - PERMEABLE CONCRETE PAVERS AT ASPHALT ROADWAY



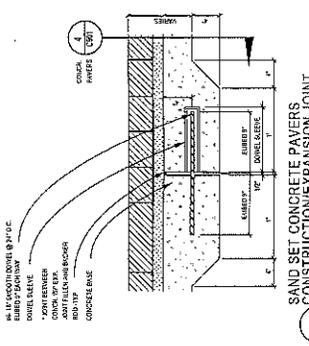
2 TYPICAL PERMEABLE PAVER LAYOUT PLAN



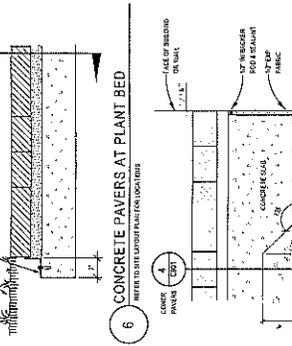
3 PERMEABLE CONCRETE PAVER



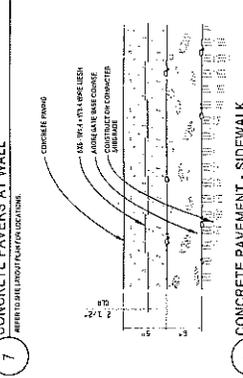
4 SAND SET CONCRETE PAVERS OVER CONCRETE BASE



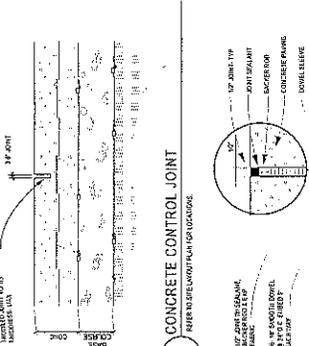
5 SAND SET CONCRETE PAVERS CONSTRUCTION/EXPANSION JOINT



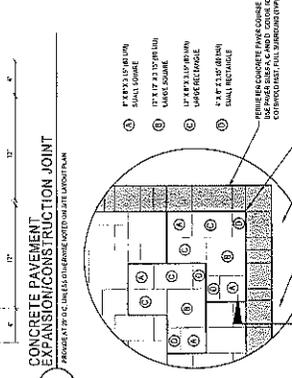
6 CONCRETE PAVERS AT PLANT BED



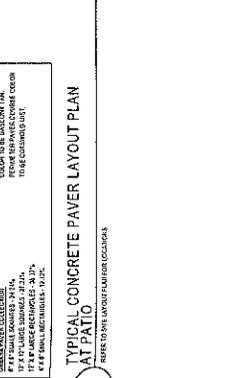
7 CONCRETE PAVERS AT WALL



8 CONCRETE PAVEMENT - SIDEWALK



9 TYPICAL CONCRETE PAVER LAYOUT PLAN AT PATIO



10 CONCRETE PAVEMENT - SIDEWALK

11 TYPICAL CONCRETE PAVER LAYOUT PLAN

12 PERMEABLE CONCRETE PAVER

13 SAND SET CONCRETE PAVERS OVER CONCRETE BASE

14 CONCRETE PAVERS AT PLANT BED

15 CONCRETE PAVERS AT WALL

16 CONCRETE PAVEMENT - SIDEWALK

17 TYPICAL CONCRETE PAVER LAYOUT PLAN AT PATIO

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<p>APPROVAL</p> <p><i>Slw Pod</i></p>	<p>REQUEST FOR COMMON COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>December 16, 2014</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Resolution to modify equipment additions to the Equipment Replacement Fund for the City of Franklin</p>	<p>ITEM NUMBER</p> <p><i>G.12.</i></p>

Background – The Equipment Replacement fund has been used for ‘rolling stock’ only. The Fire Dept recently informed Finance of two pieces of equipment that have significant original purchase costs that will require replacement in the next few years. This equipment is not currently part of the Equipment Replacement fund. Replacement would place considerable strain on the Capital funds when scheduled. The Equipment Replacement fund does NOT fund the initial purchase of any asset.

Analysis – The Fire Dept has two pieces of equipment [Self Contained Breathing Apparatus (SCBA) and Mobile and Portable Radios] with significant original purchase costs. The SCBA’s were purchased in 2005 (as part of a grant) and would cost \$250,000 to replace in 2019. The equipment has a 15 year life and would be requested to be replaced on that cycle. The mobile radio equipment would cost \$300,000 to replace in 2020, and they “would request for continued replacement of that equipment every 12 years”. It is likely that communication technology would change over time, but the need to communicate does not go away.

Both of these pieces of equipment exceed the replacement cost of many of the current pieces of equipment in the Replacement fund now. However, opening the door of adding non-rolling stock to the fund, could cause difficulty of which equipment to include/exclude from the fund. For example, HVAC, roofs, other communication systems (Bldg Inspection & Police) could also be considered for inclusion with this fund.

As the purpose of this fund is to smooth out potential spikes in property tax levy for large equipment purchases, then modifying the qualifying equipment for this fund makes sense.

An alternate philosophy of paying for large asset purchases is to borrow funds at the time of purchase and then have the debt service levy pay the cost of ownership as the asset gets used. This can raise the cost of ownership by the borrowing cost. The equipment replacement fund removes the borrowing cost. By adding the item to the replacement fund when initially purchased, current taxpayers could be perceived to be paying for the same equipment two times, once for the initial purchase and again as that equipment is ‘depreciated’ in this fund. The structure of the replacement fund, embodies this concept in current policy.

Full funding becomes increasingly important. Should the fund be under funded, and several large pieces of equipment require replacement at the same time, insufficient funds may be available to provide for the asset purchases.

Staff reviewed the last ten years of equipment purchases and consulted with Dept Heads on equipment candidates. Four items came forward, the two items listed above and two from the Police Dept – mobile & portable radios and a records management software. This equipment is valued at \$1,261,000 in replacement cost, with annual depreciation of \$104,460. The first of this equipment is likely to be replaced in five years (2019), and the last in eight years (2022).

The current funding policy for the Equipment Replacement Fund is based upon a ratio of Fund Balance to Replacement cost:

- a. When the ratio of Fund Bal to Replacement cost is < 5%, then 110% of annual depreciation should be funded

- b. FB to RC – 5% to 8% - then 105% of annual depreciation
- c. FB to RC – 8.1% to 12% - then 100% of annual depreciation
- d. FB to RC – 12.1% to 15% - then 95% of annual depreciation
- e. FB to RC - > 15.1% - then 90% of annual depreciation

At Dec 31, 2013, the ratio was 16.9%. Adding the new items items to the fund reduces the ratio to 15.0% (a reduction of 1.9%). The attached schedule presents the current fund components, the funding, replacement schedule and projected balances.

A second schedule adds the additional \$1,261,000 of equipment. Staff recommends adding additional resources to the Equipment Replacement Fund to deal with the potential deficit. Adjusting the landfill siting revenues to allocate an additional \$100,000 (new total of \$200,000) of landfill siting revenue to this fund is one possible source. Adding an additional \$100,000 of resource would leave the exiting relationship of fund balance to replacement cost un-changed, and the funding to Depreciation ratio remains comparable to the existing fund. The Equipment Replacement fund remains underfunded with a deficit projected in 2027 as the last of the higher value fire equipment gets replaced.

Options

Options to consider:

1. Non-rolling stock equipment with an initial purchase price of \$100,000 and a useful life of seven years or more, could be added to the Equipment Replacement fund. This would keep lower cost items flowing thru the Capital Outlay fund, while more expensive items that could spike a single year's tax levy would be funded by the Equipment Replacement fund. The State levy limit restriction on resources looms large in those years when expensive equipment require replacement and other resources are not available to fund them.
2. Larger equipment purchases could be included with the other Capital funds, and resourced at the time of their replacement.
3. Other methods as the Council considers appropriate.

Recommendation

Staff recommends option one, as it is an extension of current asset replacement philosophy, and limits the items added to the fund of a non-rolling stock nature.

Staff further recommends that additional resources be committed to the Equipment Replacement beginning in 2016, with land fill siting revenues an option.

The Finance Committee reviewed this recommendation at its November 25, 2014 meeting. The Finance Committee recommends its adoption

Fiscal Impact

In the long run, the equipment will need replacing, and without a policy change, no funding exists to satisfy that requirement. By modifying the Equipment Replacement fund policy, a funding resource would be available to replace the equipment when scheduled, depending upon the annual resources provided the replacement fund.

ACTION REQUESTED

Motion to adopt Resolution 2014-____ a Resolution to modify equipment additions to the Equipment Replacement Fund for the City of Franklin.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2014-_____

A RESOLUTION TO MODIFY EQUIPMENT ADDITIONS TO THE EQUIPMENT
REPLACEMENT FUND FOR THE CITY OF FRANKLIN

WHEREAS, the City maintains an equipment replacement fund to provide the resources to replace certain equipment when the equipment reaches the end of its useful life; and

WHEREAS, the fund does not provide for the initial purchase of any equipment, and

WHEREAS, the fund has heretofore exclusively provided for certain rolling stock equipment, and.

WHEREAS, the Fire and Police departments maintain additional equipment of an expensive nature that would be appropriate to include in the Equipment Replacement Fund due to cost and expected useful life, and

WHEREAS, non-rolling stock equipment estimated to cost \$100,000 or more and having a useful life of seven or more years would be prudent to include in the Equipment Replacement Fund.

NOW, THEREFORE, BE IT RESOLVED, that equipment having an estimated replacement cost of \$100,000 or more and a useful life of seven or more years be added to the Equipment Replacement Fund, and

BE IT FURTHER RESOLVED that each annual budget should consider that sufficient resources be provided to the Equipment Replacement Fund to provide for the annual depreciation on the estimated replacement cost of the additions as calculated by the Finance Director.

Introduced at a regular meeting of the Common Council of the City of Franklin this 16th day of December, 2014 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 16th day of December, 2014.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

City of Franklin
 Equipment Replacement Fund
 Dec-13

Exiting Situation										
Replacement Cost						\$ 12,542,400	Avg Life	17		
						Less	Exp Deprec	737,788		
Year	Beginning Balance	3% inc Tax Levy	Landfill Siting	1.75% Other	Planned Purchases	Ending Balance	Fund Bal Replacement	Annual Deprec	Total Funding	Fund /Deprec
2014	1,916,045	337,000	100,000	33,500	273,000	2,113,545	17%	737,800	470,500	64%
2015	2,113,545	347,100	100,000	37,000	802,000	1,795,645	14%	737,800	484,100	66%
2016	1,795,645	357,500	100,000	31,400	805,700	1,478,845	12%	737,800	488,900	66%
2017	1,478,845	368,200	100,000	25,900	470,500	1,502,445	12%	737,800	494,100	67%
2018	1,502,445	379,200	100,000	26,300	475,500	1,532,445	12%	737,800	505,500	69%
2019	1,532,445	390,600	100,000	26,800	926,500	1,123,345	9%	737,800	517,400	70%
2020	1,123,345	402,300	100,000	19,700	197,000	1,448,345	12%	737,800	522,000	71%
2021	1,448,345	414,400	100,000	25,300	60,200	1,927,845	15%	737,800	539,700	73%
2022	1,927,845	426,800	100,000	33,700	1,046,300	1,442,045	11%	737,800	560,500	76%
2023	1,442,045	439,600	100,000	25,200	289,900	1,716,945	14%	737,800	564,800	77%
2024	1,716,945	452,800	100,000	30,000	673,000	1,626,745	13%	737,800	582,800	79%
2025	1,626,745	466,400	100,000	28,500	1,559,200	662,445	5%	737,800	594,900	81%
2026	662,445	480,400	100,000	11,600	430,900	823,545	7%	737,800	592,000	80%
2027	823,545	494,800	100,000	14,400	1,683,400	(250,655)	-2%	737,800	609,200	83%
2028	(250,655)	509,600	100,000	(4,400)	487,100	(132,555)	-1%	737,800	605,200	82%
2029	(132,555)	524,900	100,000	(2,300)	374,800	115,245	1%	737,800	622,600	84%
2030	115,245	540,600	100,000	2,000	372,600	385,245	3%	737,800	642,600	87%

With Additional Equipment
 Cost of Additional Equip 1,261,900
 Depreciation 104,500
 Replacement Cost 13,804,300

With Additional Equipment											
						Less					
Year	Beginning Balance	3% inc Tax Levy	Landfill Siting	1.75% Other	Planned Purchases	Ending Balance	Fund Bal Replacement	Annual Deprec	Total Funding	Fund /Deprec	
2014	1,916,045	337,000	100,000	33,500	273,000	2,113,545	15%	842,300	470,500	56%	
2015	2,113,545	347,100	200,000	37,000	802,000	1,895,645	14%	842,300	584,100	69%	
2016	1,895,645	357,500	200,000	33,200	805,700	1,680,645	12%	842,300	590,700	70%	
2017	1,680,645	368,200	200,000	29,400	470,500	1,807,745	13%	842,300	597,600	71%	
2018	1,807,745	379,200	200,000	31,600	475,500	1,943,045	14%	842,300	610,800	73%	
2019	1,943,045	390,600	200,000	34,000	1,177,300	1,390,345	10%	842,300	624,600	74%	
2020	1,390,345	402,300	200,000	24,300	497,800	1,519,145	11%	842,300	626,600	74%	
2021	1,519,145	414,400	200,000	26,600	310,800	1,849,345	13%	842,300	641,000	76%	
2022	1,849,345	426,800	200,000	32,400	1,505,900	1,002,645	7%	842,300	659,200	78%	
2023	1,002,645	439,600	200,000	17,500	289,900	1,369,845	10%	842,300	657,100	78%	
2024	1,369,845	452,800	200,000	24,000	673,000	1,373,645	10%	842,300	676,800	80%	
2025	1,373,645	466,400	200,000	24,000	1,559,200	504,845	4%	842,300	690,400	82%	
2026	504,845	480,400	200,000	8,800	430,900	763,145	6%	842,300	689,200	82%	
2027	763,145	494,800	200,000	13,400	1,683,400	(212,055)	-2%	842,300	708,200	84%	
2028	(212,055)	509,600	200,000	(3,700)	487,100	6,745	0%	842,300	705,900	84%	
2029	6,745	524,900	200,000	100	374,800	356,945	3%	842,300	725,000	86%	
2030	356,945	540,600	200,000	6,200	372,600	731,145	5%	842,300	746,800	89%	

<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/16/2014</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Contract for Professional Services with GovHR USA, LLC for a Classification and Compensation Study</p>	<p>ITEM NUMBER</p> <p><i>G.13.</i></p>

The 2014 budget included \$40,000 in appropriations for a Classification and Compensation Study. A Request For Proposal (RFP) for such services was issued July 31, 2014. Four bids were received with each, as would be expected based upon the nature of the project, generally providing the service in a different manner. As reported to the Personnel Committee, GovHR USA had the low base bid and McGrath had the high base bid at \$44,872. Two of the proposals incorporated a fixed point-factor tool and two provided a point-factor tool that was tailored to the community. Staff reviewed the proposals and recommended that two consultants – one of each type – provide the Personnel Committee with presentations and a question and answer session. That meeting was held September 25th. As the results would lead to negotiation of a contract, the Personnel Committee discussed the matter in closed session, after which they approved the following motion: “Recommend the Common Council engages in a professional services agreement with GovHR USA, LLC for a classification and compensation study subject to contract terms and considerations as discussed in closed session.”

The attached contract addresses the concerns of the Personnel Committee. The RFP, a copy of which is attached for your convenience and is incorporated in the contract by reference, provided some alternatives for the consultant and for the Common Council. The Personnel Committee recommended attempting to incorporate some private sector data to the extent recommended by GovHR USA, which is largely just reporting survey data that is collected from businesses that elect to respond. It is VERY difficult to get local businesses to respond to such survey requests so staff and aldermen may be asked to provide some suggestions and help with identifying and securing data from appropriate private sector participants. The contract also incorporates surveying the public sector comparable communities on benefits data as well.

The RFP did expect the consultant to attend and facilitate a meeting with the Common Council, with the Personnel Committee in attendance, to discuss and determine the City’s initial compensation philosophy as well as to provide education and seek input on pay systems and structures. GovHR’s RFP did not address this component as detailed as preferred, so the attached contract incorporates an additional site visit for this meeting with the Common Council. Note that the RFP allowed the proposer to recommend aspects of the scope of services as well, so not incorporating such a meeting is not a mark against GovHR. Nonetheless, it is something that the Personnel Committee and staff wanted addressed, so the added cost of this meeting is incorporated.

In general, the attached contract addresses the options that required selection or issues that required clarification in the RFP or in the proposal. As with the RFP, the proposal is incorporated in the contract by reference. For example, the City’s standard boiler plate language – Appendix D of the RFP – is not in the attached contract pages because they are incorporated by reference from the RFP. It is worth noting that the consultant’s use of Attachment C of the RFP was not as I would have expected, but their supplemental data they included is very consistent with their explanation. I don’t believe this changes the results in any significant way. The final result is the cost structure included in Item 13 of the contract.

As a very broad overview, the study will evaluate each job that is not part of a union contract, including Library positions. The Classification Study will apply GovHR's proprietary point-factor system as one, uniform, non-discriminatory job evaluation tool which ranks all jobs on the same scale. The Compensation Study will then figure out the appropriate wage ranges and system for paying employees consistent with the Common Council's compensation philosophy when considered against the compensation data from comparable communities. The study will also review positions for ADA/FLSA compliance. All three study components are incorporated in the contract. The process will involve employees and supervisors in ensuring the consultant has accurate job information. The compensation structure will address the issue of potential compression in the Police and Fire Departments. **No pay rates will be changed until or unless the Common Council receives the final results and directs the manner in which they are implemented. Importantly, as a result of the contract, if adopted and implemented, the City will retain the right to continue to use the job evaluation tool at no cost.**

You may recall that staff prepared an extensive evaluation of classification and compensation studies post Act 10 in the fall of 2013. That study addressed in great detail many of the issues addressed throughout the contract, the RFP, and the proposal. As it is over 40 pages, I have not re-included a copy in the Common Council packet; however, anybody needing a copy should contact the Director of Administration.

If the contract is approved, it is recommend that the entire \$40,000 appropriation will be encumbered because the project does provide for some additional services at predetermined rates in the event such services become necessary. For example, if additional site visits or meetings are requested on-site an additional fee applies or if their services are required to address employee appeals after the final report is accepted, then additional fees apply. Not knowing the end results, it is reasonable to encumber the full budgeted appropriation to ensure that additional meetings or work by the consultant can be addressed as planned for in the current year budget.

It is worth noting that Joellen Earl, co-owner of GovHR USA, will be the primary staff person on the project. She did a very nice job of presenting before the Personnel Committee and was very thorough and measured in her approach and presentation. Given the fact that such a study can evoke emotional responses, Ms. Earl's presentation style was found to be a positive factor in the recommendation of GovHR USA. Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to approve the Contract for Professional Services with GovHR USA, LLC for a Classification and Compensation study, to authorize the Director of Administration to execute the same, to authorize release of payments as provided for therein, and to direct that the \$40,000 appropriation be encumbered for the services provided for therein, including the additional services as may result from the study.

Contract
For Professional Services
Between the City of Franklin, WI and GovHR USA, LLC

Whereas the City of Franklin, Wisconsin, (hereafter "the City") issued a detailed RFP to have a Classification and Compensation Study conducted and GovHR USA, LLC (hereafter "GovHR") submitted a proposal dated July 31, 2014 (hereafter "the Proposal"), which is the preferred proposal, subject to selection of identified alternative service options, clarifications, and the additional services, which must be identified and set forth as mutually agreed to; and

Whereas the RFP provided for such alternative service options and indicated, in part, that "The City reserves the right to negotiate the final terms of any professional services agreement in the event modifications to the scope or proposed methodology is determined to be advantageous to the City..."

Now, therefore, the City and GovHR do mutually agree to the following contract terms and conditions for GovHR to perform a Classification and Compensation Study for the City.

1. The City agrees to have GovHR conduct a Classification and Compensation Study as outlined in the Proposal and as set forth in the RFP both of which are incorporated herein by reference and shall become a part of this contract. Incorporation of the RFP includes, but is not limited to the identified Scope of Services (Section III of the RFP), the "Standard Form Provisions Anticipated for a Professional Services Agreement (Appendix D of the RFP), and 80 different position titles and 154 employees with deviations of up to 10% (up to 88 and 169 respectively; however, 84 are anticipated, with the 4 additional positions being new positions without an incumbent). For the purpose of interpretation and in the event of conflict, the documents shall be ranked in the following order, beginning with the most prevailing: this contract for professional services, the RFP, and the Proposal.
2. The RFP and the Proposal provide for alternative service options which must be identified and which are set forth as mutually agreed to herein. Furthermore, clarifications of and/or additions to the scope of services and cost must be identified and are set forth as mutually agreed to herein.
3. All three phases of the project identified in the RFP – a Classification Study, a Compensation Study, and an ADA/FLSA Review – are contracted for simultaneously at the outset.
4. As identified in the RFP and the Proposal, at the completion of the project as described herein, GovHR will provide the job classification system for the City's continued use after completion of the project. As such, GovHR will provide the necessary documentation, materials, and training necessary for the City to continue to operate GovHR's classification system in the future. There is no additional or on-going cost to the City for such continued use. Any materials supplied by GovHR that can be used by the City to maintain the classification

system contain the intellectual property of GovHR and shall continue to remain on GovHR letterhead or to remain identified as GovHR intellectual property in the form as presented to the City. The City may not disseminate the tools provided by GovHR without reference to the firm on same; however, GovHR assigns to the City the right to use any such materials for its governmental purposes, including but not limited to continued operation and maintenance of a classification and compensation system. Similarly, the compensation system and structure as ultimately results from the project will be the property of the City and will not be subject to any ownership or copyright by GovHR and will not require any additional or on-going costs or fees, except as expressly provided for herein.

Following or in conjunction with the delivery of “a procedure manual and appropriate forms for HR staff and or supervisors to maintain the recommend classification and pay plans,” but at a time mutually agreed upon, GovHR will provide such staff with an on-site training session, estimated at one-half day, in the use and application of the system and system components. An additional cost of one site visit (\$1,000) will be charged for this training if it is requested by the City.

5. Because the RFP specified that the compensation study is “intended to address internal and external equity, including addressing potential existing instances of internal compression...” and because the Proposal does not clearly identify the manner by which internal compression is addressed, GovHR stipulates that the classification and compensation systems that will be prepared by and proposed by GovHR will specifically and clearly address the manner in which internal compression is addressed.

6. Planned Additional Site Visit beyond those identified in the Proposal:

a. The Proposal as submitted does not adequately address the topic identified in B. 3. (Page 4 of the RFP). To address this need, GovHR will facilitate, at a public meeting, a discussion on the overall compensation philosophy, as described in B. 3.

b. The Proposal as submitted does not adequately address the topic identified in B. 2. (Page 4 of the RFP). To address this need, GovHR will provide, at a public meeting, education on and facilitate a discussion on pay delivery systems and strategies, including pay for performance. This meeting is intended to provide the Common Council, and others in attendance, with valuable education and to provide the consultant with the information or guidance they need, in part, to complete the compensation study, specifically as it relates to the incorporated compensation structure, as required by item 4 in the Compensation Study Scope of Services (P. 5 of the RFP).

c. GovHR may elect to, and expects to, address items “a” and “b” above in a single meeting. The additional cost associated with this meeting is incorporated into Section 13, below.

7. As clearly stated within the RFP (Comparables: The Basis for Comparison; p. 5 of the RFP), compensation data from the identified comparable communities, at a minimum, shall be used by GovHR in developing the basis for the compensation conclusions. GovHR shall provide a summary as to the extent of data received and used from said municipalities. The summary should include any “additional communities” identified by GovHR and “included for comparison purposes,” as per page 7 of the Proposal.

8. The compensation study alternative identified in “Appendix B: Cost Proposal to the City of Franklin for Classification and Compensation Studies” as “Total Compensation Study with the inclusion of private sector data in the manner as proposed by the respondent (III.B.6.b. and III.B.5.c.)” is hereby included in the scope of services contracted for herein, with the proposed cost incorporated in the fees identified below.

a. Relative to the inclusion of private sector data, the methodology by which GovHR proposed to perform this work, as set forth on page 7 of the Proposal, shall be employed by GovHR. GovHR will work with the City, at the kickoff meeting, to identify private sector comparable entities and agree upon the positions for which data will be requested. GovHR will recommend that these comparable private sector entities have similar employee population sizes to the City. GovHR will rely on the City and its contacts with private sector entities to help facilitate the collection of data. GovHR does not guarantee the success of the data collection, even though confidentiality will be guaranteed, as private sector entities are not required to share employee salary information. The collection of data from the private sector entities will relate to salary information only.

b. Relative to the inclusion of a “Total Compensation Study,” the methodology by which GovHR proposed to perform this work, as set forth on page 9 (the last bullet from the bottom) of the Proposal, shall be employed by GovHR. Benefits included shall at least include those identified in the Scope of Services portion of the RFP #6.b. on page 6. The information that will be presented as a result of the data collection will be in the format of tables in an appendix to the written report. Each surveyed benefit will have the data collected and displayed on a table in a comparative manner. Any data requested with regard to medical/dental insurance will be gathered by requesting the plan design only from the comparable community. Plan design documents will be included as an appendix to the Consultant’s report. The Consultant will include comments about how the City’s benefits compare to those surveyed in general terms only.

9. Each of the provisions and requirements set forth in Appendix D of the RFP are incorporated herein by this reference as if fully set forth herein.

10. Regular Progress Reports: GovHR will supply written (email) progress reports approximately once every other week, which may target milestone points in the project, such as at the kickoff meeting, at the employee interviews, at the deadline to receive survey results, etc. The purpose of these brief, summary updates is to ensure active communication between GovHR and the City, not to create burdensome bureaucracy. The Director of Administration,

via email, may waive the need for a progress report in the event of recent verbal communications.

11. Employee Classification Appeals After Presentation of Final Draft: If the City requests assistance with employee classification appeals after the presentation of the final draft report, then GovHR will charge \$100 per hour for assistance provided offsite via telephone or computer or \$1,000 per site visit.

12. Both parties acknowledge that the classification system to be employed by GovHR and provided to the City for its continued use is a proprietary creation of GovHR and that the City is granted a permanent right for use of the classification system and its components, which right does not include the right to sell the classification system. Both parties further acknowledge that the City must comply with public records requirements of the State of Wisconsin and operational requirements in implementing and maintaining a compensation system and that any release of system components, as may be required, necessary, or otherwise occur, will not create any liability upon the City or will not create any cause for claim against the City by GovHR. The City will comply with the requirements of Section 4, above, in the event that GovHR classification system information is disseminated as result of a public records request.

13. Project Costs:

a. Total Base Project Costs:

1. Classification Study Base Pricing (Appendix B: "A")	\$14,600
2. Compensation Study: "Total Compensation Study with the inclusion of private sector data in the manner as proposed by the respondent (from Appendix B, #2)	\$10,000
3. ADA/FLSA Review (Appendix B: "C")	\$600
4. Discount for all studies contracted simultaneously (Appendix B: #4)	-\$600
5. Direct Charges (Appendix B: #5)	\$1,400
6. Draft and Final Report Preparation	\$2,400
7. Presentation of Findings	\$1,000
8. Additional site visit for Item #6 above	<u>\$1,000</u>
TOTAL BASE PROJECT COST*	\$30,400

*Additional costs may be incurred for employee training and employee classification appeals – see #4 and #11 above.

b. The following additional cost components identified in the Proposal are incorporated herein:

- i. Creation of new job descriptions: \$250 per job description.
- ii. Updating of job descriptions: \$150 per job description.
- iii. Additional Report Books: \$35 per book.
- iv. Additional job evaluations during 2015 but after completion of the study: \$200 per evaluation.

- v. Additional Site Visits required by the City outside the accepted scope: \$1,000 for professional fees and expenses per consultant, per visit.
- vi. GovHR will for one (1) year from the date of the signature of the contract, provide support services at no additional cost.

c. Payment Terms: Professional fees will be invoiced as follows: 40% of the fees (\$11,600) will be invoiced upon receipt of the signed contract and due prior to the first project meeting, 30% (\$8,700) due upon receipt of invoice approximately halfway through Study (8 weeks after Study begins) and the remaining 30% (\$8,700) plus expenses (not to exceed \$1,400) due upon receipt of non-disputed invoice at the conclusion of the Study. Any additional charges per "b." immediately above, if any, will be billed upon completion and after conclusion of the Study.

14. Project Timing: GovHR identified in the Proposal a proposed timeline of 16 weeks, noting "A Study of this size would normally take about 120 days; however, this timetable is contingent upon the timely response from the comparable municipalities and private sector employers supplying the salary data as well as the timely response of the City of Franklin employees in returning the JAQs." Additionally, the final scope of services included herein incorporates two additional public-meeting site visits that will require scheduling, posting, and coordination with the regular meeting schedule of the Common Council. As such both parties agree to act responsibly, professionally, and in a timely manner to endeavor to ensure GovHR can provide a final report for the Common Council's consideration at, or before, their first meeting in June 2015.

ACCEPTED:

GovHR USA, LLC

THE CITY OF FRANKLIN, WISCONSIN

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Request for Proposals
For a Job Classification and Compensation Studies
City of Franklin – July 9, 2014
Due – July 31, 2014

NOTICE

The City of Franklin, Wisconsin, (City) has issued this Request for Proposals (RFP) for the purpose of selecting a qualified firm to perform a job classification study for the City and to provide a job classification system for the City's continue use after completion of the study. In conjunction with, or possibly following, the classification study, the City is considering selecting a qualified firm to perform a compensation study intended to address internal and external equity, including addressing potential existing instances of internal compression. Lastly, the City may have the selected firm perform an evaluation of existing job descriptions for compliance with the Americans with Disabilities Act and the Fair Labor Standards Act, as it pertains to exempt versus non-exempt status.

Proposals must be submitted no later than 5 p.m. CST on Thursday, July 31, 2014.

Respondents must submit 1 executed original, 4 complete hard copies of the executed original, and one digital copy in a sealed envelope clearly marked "Proposal for Classification and Compensation Studies." **Proposals shall be addressed to Mark W. Luberda, Director of Administration, 9229 W. Loomis Road, Franklin, WI, 53132 and hand delivered to the City Clerk's Office at the Franklin City Hall or mailed to the referenced address.** If the proposal is sent by mail, the Respondent shall be responsible for actual delivery of the proposal to the proper office before the deadline. Faxed and emailed proposals will not be accepted.

All proposals submitted must include all the information and documents as requested in this RFP. No oral or electronic proposals, including those sent by facsimile or via e-mail, will be accepted or considered. All proposals received after the submittal deadline will be rejected and returned unopened. The City reserves the right to reject any or all proposals and to waive any informality. The City reserves the right to negotiate the final terms of any professional services agreement in the event modifications to the scope or proposed methodology is determined to be advantageous to the City after consultation with the selected or recommended respondent.

This notice is being provided to invited firms; however, any additional qualified firm(s) who become(s) aware of the RFP may request an RFP packet from the Director of Administration.

Proposals will be opened and evaluated in private and proposal information will be kept confidential until an award is recommended by staff.

Questions or clarifications on the RFP documents need to be submitted via email to the Director of Administration prior 9:00 a.m. CST on Monday, July 28, 2014. The email should have the subject line "Question on RFP for Classification and Compensation Studies" and should be sent to mluberda@franklinwi.gov and to lhuenig@franklinwi.gov. RFP Addendums or responses that are issued by the City will be distributed to each consultant participating in the RFP process.

Award of Contract: The City of Franklin Common Council will make the final award of the proposal and the related professional services agreement.

**Request for Proposals
For Job Classification and Compensation Studies
City of Franklin – July 9, 2014
Due – July 31, 2014**

I. Background

The City of Franklin (City) is located in Milwaukee County and has a population of 35,810. The City is governed by a 6-member Common Council and a Mayor, who serves as CEO. The project is being administered through the Department of Administration, with the Director of Administration, who is also the City's Human Resources Director, serving as the lead staff on the project. Staff's recommendation will be reviewed by a Personnel Committee, which has a mix of Alderman and citizen volunteers. This is an approved and appropriated project for 2014.

The City last undertook implementation of a classification system in the 1990's. Since about 2005, or at least prior to the term of all current Human Resources staff, the City has not been able to replicate use of the classification tool and has subjectively evaluated jobs on a "whole job" basis for placement or movement within the classification plan. Following the adoption of Acts 10 and 32, four unions serving non-public safety positions decertified. Pay schedules for those positions, which are largely based upon the prior results of labor negotiations, have been established as additional pay tables. As such, none of these previously unionized positions have been subject to a comparative evaluation for placement within a pay plan. The tasks and duties listed in job descriptions are considered adequate for general hiring purposes but are independently likely insufficient for analysis of placement within a compensation plan.

The City, therefore, is looking to establish one comprehensive classification plan that incorporates all non-union extended-term full-time and extended-term part-time positions. Approximately 80 different position titles are included, covering approximately 154 employees. Included in the position count are 4 or 5 proposed or scheduled positions. Positions include those from all general government departments, including Police and Fire Department command staff, the Sewer and Water Utility, and the Franklin Public Library. See Attachment A, "Position Roster – by Department" for an overview of positions.

The City has issued this Request for Proposals (RFP) for the purpose of identifying and selecting a qualified firm to perform the following three studies: Classification Study, Compensation Study, and Americans with Disabilities Act and the Fair Labor Standards Act (ADA/FLSA) Review. Altogether, it is expected that the studies will result in what actions should be taken, if any, to avoid loss of qualified talent and difficulties in recruiting new individuals for City employment, while competitively compensating current employees. Additionally, it is expected that the studies will recommend adjustments to the City's current pay plan and salary structure (classification and compensation) to eliminate or rectify compression or equity issues, if any.

II. Timing and Coordination of Studies

At this point, the City is committed to proceeding with the Classification Study in an expeditious manner. Although award of a contract for both the classification and compensation studies is most likely, the City may elect to contract for the compensation study in conjunction with or subsequent to awarding the classification contract, or not at all. A review of the proposals and further consideration by the Common Council will determine if the Compensation Study will be contracted for simultaneously with the Classification Study. Alternatively, the City may elect to establish the classification system and evaluate the contractor's performance on the project prior to considering or contracting for the specifics of a compensation plan. As such, individual pricing for both studies is being sought.

Additionally, the firm selected to perform the Classification Study will be considered for the FLSA/ADA review. The City will evaluate the FLSA/ADA review proposals based upon price and other such factors as it determines are appropriate. If awarded, the FLSA/ADA review will be contracted for simultaneously with the Classification Study.

III. Scope of Services:

General Overview: The City has issued this Request for Proposals (RFP) for the purpose of identifying and selecting a qualified firm to perform the following three studies: Classification Study, Compensation Study, and Americans with Disabilities Act and the Fair Labor Standards Act (ADA/FLSA) Review. The following describes in detail each component of the scope of services, including additional information for the respondent's consideration in preparing their proposals.

A. Position Classification Study and System:

1. Perform a job classification study for the City addressing approximately 80 different position titles covering approximately 154 employees. (Deviations of up to 10% shall be considered within the base scope as defined.) Included in the position count are 4 or 5 proposed or scheduled positions. Positions include those from all general government departments, including Police and Fire Department command staff, the Sewer and Water Utility, and the Franklin Public Library. Police and Fire Department unionized personnel are excluded. See Attachment A, "Position Roster – by Department" for an overview of positions.
2. Prepare a written, final report of conclusions and recommendations, including a discussion of methods, techniques, and data used to develop the classification plan.
3. Provide a job classification system for the City's continued use after completion of the study. The City anticipates continuing to implement the compensation plan methods and recommendations after completion of the study by the selected firm. As such, the selected firm will provide the necessary documentation, materials, and training necessary for the City to continue to operate the selected firm's system in the future without additional cost to the City.

4. Alternative(s) to Address Changes to Factor Weighting: In the event the selected firm's final factor scores across the board appear to over or under emphasize a certain factor or factors, the City may elect to require the selected firm to recalibrate, if possible, the factor point distribution to adjust the overall impact of an individual factor or the distribution of individual factor points and the effective weighting thereof? (Please See the "Proposal Format" (IV. E. 1. d.) and "Pricing" for more discussion on this point.).
5. Additional Information for the Respondent's Consideration
 - a. The City assumes the firm will apply a proprietary point/factor system, but is open to consideration of appropriate alternative classification tools/strategies. Additionally, the City anticipates an "open information" strategy whereby the scores of each factor that comprise a position's rating will be an output of the process that is subject to review by employees, administrative staff, and policy makers.
 - b. The Classification System proposed must adhere to the following basic elements and characteristics:
 - i. The system must meet all legal requirements, be totally nondiscriminatory, and provide for compliance with all pertinent federal and state regulations.
 - ii. The system must easily accommodate organizational change and growth.
 - iii. The system must be based upon sound compensation principles in which both internal and external equity are considered within the pay structure as well as the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
 - iv. The system must provide for new positions to be able to be incorporated into the compensation plan, as well as provide for appropriate adjustments to maintain the compensation plan's effectiveness over time.

B. Compensation Study:

1. Perform a compensation study intended to address internal and external equity, including addressing potential existing instances of internal compression, for the City to implement after completion of the study. Internal compression considerations do include compression in relation to supervised Police and Fire unionized personnel.
2. Provide the City with information and advice on new developments and innovations in public sector compensation. Discuss and recommend pay delivery systems: Merit pay, pay-for-performance, steps or open ranges, other compensation structure alternatives, the frequency with which base pay increases should occur, and strategies to maintain the results of the compensation study over time. Explain the advantages and disadvantages of implementing a "pay-for-performance" or "performance management" system of compensation and performance evaluation.
3. Facilitate determination of the City's overall compensation philosophy. For example, the selected firm could facilitate a joint meeting (or meetings as determined by the selected firm's need and process) of the City's Common Council and Personnel Committee, with City staff participation, to determine the compensation philosophy of the City to be included in the final proposed compensation plan, such as whether the City wants to match the market at the midpoint, be a market leader, etc. It is presumed that this step includes educating the attendees as to the pros and cons of alternative market alignment decisions.

4. Prepare a written, final report of conclusions and recommendations for a compensation structure(s), including rules and policies for initial implementation, for moving employees through the new salary plan, for maintaining competitiveness and rewarding employees, and for ensuring internal and external equity. Include a discussion of methods, techniques, and data used. The City anticipates that the selected firm will provide a recommended structure for the pay plan, as well as guidance for implementing it going forward. As such, the firm will provide a system of evaluation for compensation adequacy in future job evaluations as well as initial employment grading. The selected firm should understand that the proposed structure must anticipate the City's following expectation:

Expectation: The City of Franklin anticipates the eventual inclusion of a merit pay or pay-for performance component into the pay plan for some or all of the included positions. However, the City recognizes a need to improve its existing performance management structure and process, including intensive supervisory training and development of the appropriate evaluation tools, before pay-for-performance could be implemented. As such, the final adopted pay plan will need to address an immediate need for implementation of a functioning pay plan and the eventual need, approximately two years out, for inclusion of a merit component, including an ability to transition between the two.

5. The Basis for Comparison (The Market):
 - a. Comparable public sector communities are identified below. The compensation study is expected to include comparison to, at a minimum, the following comparable municipalities, which are based upon the City's previous analysis of comparable communities for non-represented employees:

Comparable Communities Based Upon Similarity of Characteristics

Oak Creek	New Berlin	Menomonee Falls
Greenfield	Caledonia	Mr. Pleasant
Muskego	Brookfield (City)	Greendale
Hales Corners	NorthShore Fire Department	

Additional Comparable Communities Based Upon Geographic Location

Cudahy	St. Francis	South Milwaukee
West Allis	West Milwaukee	

As each is a municipality in Wisconsin, the information is all a matter of public record, and, therefore, shall be used by the selected firm.

- b. The compensation study, however, may include broader public sector databases of wage information for which the selected firm has available data. (The ability to incorporate or consider additional comparable communities may be looked on favorably in the proposal review.)
 - c. The City has not determined to include private sector data in the compensation study, but may elect to do so. The RFP will investigate each firm's ability to gather and incorporate private sector data for comparable jobs from data sources as identified by the firm, as well as the firm's recommended methodology for its inclusion.

[Note: In general, data provided for comparison should identify if the community recently, since the adoption of Act 10, performed an update to their compensation plan similar to that as contemplated herein.]

6. "Compensation" Defined

- a. Base Analysis: "Compensation" for the basis of this study will just include direct salary and/or wages.
- b. Alternative Analysis: The City is prepared to consider a "total compensation" analysis as well, so that the fiscal value and comparability of the City's benefit structure may be taken into account. Provide the benefit survey results and the impact on compensation by benefit category as identified. [Note: Alternative prices will be requested to address this expanded scope.] Although open for discussion to a limited extent, "total compensation" is expected to include the following:
 - i. Health Insurance premiums, deductibles, co-pays, and out-of-pocket maximums
 - ii. Dental Insurance premiums and maximum annual benefit
 - iii. Pension Plan Benefits and Deductions: Note: the City of Franklin does not participate in WRS, but maintains a Defined Contribution and a Defined Benefit pension plan through the Principal Group.
 - iv. Life Insurance (Employer funded)
 - v. Long-term and/or short-term Disability Programs (Employer funded)
 - vi. Leave Benefits, including but not limited to hours worked per day, vacation and holiday allowances, person leave, etc.
 - vii. Retirement Benefits, such as access to retiree health insurance
 - viii. Longevity

7. Fiscal Impact Analysis:

- a. The selected firm will provide a detailed analysis outlining the individual and overall fiscal impact of their recommendations on base compensation, with annual numbers through at least 2015. [Note: "Base compensation" is intended to include wages and salary and not include the other items addressed in "Total compensation."] The detail must be sufficient enough for the City to be able to understand the methodology used and the basis for the conclusion reached. The detail must identify positions recommended to be paid at higher or lower rates than then current, actual wages and make recommendations for correction strategies or options.
- b. The selected firm will provide additional Fiscal Impact Analysis, as described immediately above, for alternative effective dates or implementation strategies as requested.
- c. The selected firm will provide an analysis that shows how the compensation plan as recommended achieves the compensation philosophy determined as a result of number 3 above. Such an analysis should identify the City's competitive position in the labor market across the various pay levels or ranges as established.

8. Additional Information for the Respondent's Consideration: The Compensation Study must adhere to the following basic elements and characteristics:

- a. The Compensation Study results and process must meet all legal requirements, be totally nondiscriminatory, and provide for compliance with all pertinent federal and state regulations.

- b. The Compensation Study must be based upon sound compensation principles in which both internal and external equity are considered within the pay structure, as well as the concepts of equal pay for equal work, equal pay for similar work, and equal pay for comparable work.
- c. The compensation system should provide for new positions to be incorporated into the compensation plan as well as appropriate adjustments to maintain the compensation plan's effectiveness.

C. Americans With Disabilities Act and the Fair Labor Standards Act (ADA/FLSA) Review:

Review each job or job description to be placed upon the pay plan as it pertains the following:

1. Determine in accordance with all laws and applicable administrative guidance whether the City has accurately addressed exempt versus non-exempt status for each position.
2. Review each job description for compliance with ADA requirements.
3. Prepare a written, final report of conclusions and recommendations, including a discussion of methods, techniques, and data used and including a justification and documentation references for any recommended changes in a position's current FLSA status or to ADA-related language in a position description.

IV. Proposal Structure and Format:

General Overview: Proposals should provide a straightforward, concise description of the capabilities to satisfy the requirements of this request. Emphasis should be placed on clarity of content and thoroughness. All proposal responses must follow the structure set forth below such that all of the requested information is easy to identify in the format as provided by the respondents.

The proposal should be submitted initially on the most favorable terms which the firm can propose. All proposals must either meet or exceed the requirements contained herein. Any proposed deviation that reduces the overall scope must be very clearly identified and may, at the sole determination of the City, be ample cause for the proposal to be rejected. The selected firm shall enter into a written contract. Final acceptance of the proposal shall only be complete following Common Council approval of an award and execution of a contract by the City and the selected firm. As such, the respondent should be prepared to accept a contract resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.

A. Cover Letter: The cover letter must include the official name of the respondent (and/or third party vendors anticipated), the address, phone number, and email address of the respondent, as well as the name(s) of the principal contact person(s) and, if applicable, the office(s) from which the services are to be provided. The cover letter must list the name(s) of the person(s) in the firm authorized to negotiate the proposed contract to be associated with this RFP, and it must be signed by a person(s) authorized to bind the respondent.

B. Table of Contents: Include an index listing all contents (including media) and any included attachments.

C. Respondent Background: This section should include the following:

1. A general over view of the respondent's services other than classification and compensation studies. Indicate whether the respondent is an independent entity or part of a larger corporation or has multiple branches or regional offices.
2. A brief description of the respondent's experience in completing classification and compensation studies within the past five years; including a list of clients is preferred. If the respondent has multiple branches or local or regional offices, only include the work performed and clients served by the office that would be performing the work for Franklin. Please feel free to provide additional description if necessary or if sharing staff or services between branches, etc.
3. A description of the experience and qualifications of the person(s) who will be performing the services; including their resume(s) is preferred. Include specific information on the staff's experience with public sector compensation studies, including information on specific experience with successful outcomes in conducting salary surveys and making presentations to public bodies. Identify the availability of the project manager and key staff to address any questions or concerns as well as to attend meetings to present the finding to the Personnel Committee, Common Council, and key City staff.
4. Identify if, within the last 10 years, the firm has had litigation filed against it in conjunction with a classification, compensation, ADA, or FLSA project or contract. If so, explain the circumstances and conclusions in detail, including the community for which the project was performed and the individual or firm filing the litigation. If such litigation against the firm is currently in progress, provide the same information other than the conclusions. Additionally, identify if, within the last 10 years, the firm has been released from or withdrawn from a contract or other such professional services agreement for a classification, compensation, ADA, or FLSA project prior to its completion. If so, explain the circumstances and conclusions in detail, including the community for which the project was to be performed.

D. References: Provide at least three client references, preferably of similar-sized, public sector agencies, for which the firm has performed similar services within the past three years. Provide a contact person, telephone number, e-mail address, mailing address, and a brief description of the services provided to each agency.

E. Project Details and Methodology: In relation to and with consideration for the scope of services for each of the projects described above, please provide the information as outlined below.

1. Classification Study:
 - a. Proposed Work Plan: This section should contain a detailed outline of the steps (descriptions of the approach and illustrations of the procedures to be employed) the respondent proposes to meet the scope of services and a timeline for each step.
 - i. As noted above, the tasks and duties listed in job descriptions are considered adequate for general hiring purposes but are likely insufficient for analysis of placement within a compensation plan. As such, the proposed work plan should clearly indicate the respondent's recommended process for acquiring the necessary

information to appropriately classify positions. If a position questionnaire form or similar document is to be used, please include a blank copy of the form, if available. If employee interviews are anticipated as part of the process, please identify the expected extent to which they are used and the extent to which they are held on site. The description should clearly identify any expectation of the respondent as to the supporting role or duties of City staff in the process.

- ii. Ensure the outline clearly addresses the levels of review of the individual position classification results and how “appeals” are handled during that review process.
 - iii. If the respondent’s methodology is that pay compression is addressed as a part of the classification system, please describe in detail the manner in which pay compression or potential pay compression is addressed within the classification system.
- b. Provide a job classification system for the City’s continued use after completion of the study: Describe the nature and extent of training to be provided to City personnel as part of this scope of services, such that the City can adequately continue to operate and maintain the system. The City reserves the right to review the training and/or implementation documentation of a respondent(s) prior selection of the successful firm so that the City may assess its adequacy for its purposes, including but not limited to its clarity and thoroughness. Provide a statement of any other relevant information that may assist the City in considering the firm’s system for continued use by City staff.
 - c. Provide a copy of the point factor system categories, including sub categories if any, and point break outs for each factor. If the system is proprietary and the firm wishes such information to remain confidential, please mark each page clearly as such. Note: the factor details of the final selected classification system will likely become a matter of public record by default as the system will likely be discussed in detail during various public meetings throughout the course of its initial and continued application.
 - d. Please provide an answer to the following questions based on the brief discussion provided below.

Discussion: A few years ago the City undertook a detailed process to evaluate a proposed weighting of various factors that could comprise a point factor system. The City understands that each proprietary system is different, but most have generally similar overall components expressed slightly differently with different weighting or point allocations. The City also understands that the weighting of each factor varies between each position to which the system is applied, which makes an evaluation of system-wide weighting challenging. Nonetheless, one of the items the City will consider is the nature of the factors and the effective weighting between factors.

Questions: In the event the respondent is selected and final factor scores across the board appear to over or under emphasize a certain factor or factors, can the respondent’s system be recalibrated to adjust the overall impact or distribution of individual factor points and the effective weighting thereof? In short, can the system’s factor points be changed and is this something the respondent has done before? Also, to what extent is calibration of or customization of the point factor system a component of the respondent’s system for position classification.

- e. The City may elect to contract with the selected firm, for the period through at least 2015, for the selected firm to perform any necessary job evaluations using the selected firm’s system. Please identify if the respondent is willing to incorporate into the professional

services agreement that results from this RFP a fixed fee per individual position evaluation that need to be completed prior to the end of such term.

- f. Please identify if the respondent's classification system has been the subject of a legal challenge as to its validity, legality, fairness, or non-discriminatory nature. If so, please describe the nature and results of the challenge. If not, please briefly explain if and why the firm believes its classification system to be valid, legal, fair, and non-discriminatory.

2. Compensation Study

- a. Proposed Work Plan: This section should contain a detailed outline of the steps the firm proposes to meet the scope of services and a timeline for each step.
 - i. The detail must include the firm's proposed methodologies for establishing comparability between positions, including but not limited to the following:
 - aa. addressing how, to what extent, or by what method are positions within external comparable communities evaluated to establish comparability with internal positions;
 - bb. addressing how many (number, percentage, or standard for inclusion, etc.) internal positions will be directly compared to external positions. (For example, does the firm propose to evaluate a certain percentage of benchmark positions, all positions, etc.)
 - cc. addressing the general standard the firm applies to determine validity of comparability data or the general manner in which the firm addresses the issue of the validity or applicability of comparability data. (For example, do you require a minimum number of comparable data points before you use the data as a basis for a recommendation, is benchmarking to be used, and what are the general benchmarking standards, etc.)

It is important to the City, as it should be to the selected firm, that there be a mutual understanding of the process and standards applied by the firm in the completion of a Compensation Study. This will help ensure the study results could ultimately be accepted and, then, used in the implementation of a new compensation structure for the City. As such, this RFP anticipates such details are addressed in the respondent's proposed work plan for the compensation study. [Note: If establishing such standards with the City is part of your process or proposed work plan, please explain the process you undertake to reach such conclusions.]

- ii. Provide a sample or example document that identifies the expected format for presentation of both compensation recommendations and comparable data.
 - iii. Please describe the methodology proposed to complete #2 from the Compensation Study scope of services listed above [III. B. 2.].
- b. Identify whether or not the firm has a broader set of Wisconsin public sector wage data available that they would propose or recommend be included in the market evaluation of positions. Comment briefly on the nature or applicability of the data set.
- c. Private Sector Data (III.B.5.c.):
 - i. Provide a statement as to the respondent's recommendation as to the applicability of private sector wage data to public sector jobs and as to the ability of the respondent to obtain effective, applicable private sector wage data.

- ii. Outline and discuss the respondent's recommended strategy to incorporate private sector wage data into the compensation analysis, if the City determines to pursue and incorporate such data. The discussion should identify the sources of data to be used, the methods that the firm might use to standardize the data to a Franklin-applicable market place, and whether or not a local private sector survey(s) would be used.
- d. If not clearly set forth in the proposed work plan above, describe the firm's proposed methodology to determine or address the City's philosophy relative to competitive pay as described in #3 of the Compensation Study Scope of Services listed above [III. B. 3.].
- e. If not clearly set forth in the proposed work plan above, describe the firm's proposed methodology to determine or address the Play Plan Structure issues discussed in #4 of the Compensation Study Scope of Services listed above [III. B. 3.], including how issues of internal compression might be addressed.
- f. Total Compensation (III.B.6.b.):
 - i. Describe the methodology that would be applied to determine total compensation and, if available and applicable, provide examples from a similar study prepared by the respondent.
 - ii. If the respondent recommends against a total compensation analysis incorporating the value of benefits and simply recommends preparing a survey of benefits, please briefly provide the justification for the recommendation.
 - iii. Identify how a total compensation analysis would impact the outline of the steps and the timeline the respondent identified in the "Proposed Work Plan" as required above [IV.E.2.a.].
- g. Provide a statement that the respondent understands and will meet the expectations set forth the Scope of Services – Compensation Study - 7, "Fiscal Impact Analysis." (III.B.7.) The respondent may provide a discussion or example as to how the respondent presents such fiscal information.

3. ADA/FLSA Review

Proposed Work Plan: This section should contain a detailed outline of the steps the firm proposes to meet the scope of services and a timeline for each step. If, for efficiency or some other reason, the respondent expects the timeline to align with specific steps of the Classification Study proposal, please clearly identify the alignment of or relationship between the two studies. Additionally, describe briefly the manner in which the results will be presented; provide an example if appropriate and available.

4. General Requirements for the Scope and Proposal Related to All Three Studies.

- a. The proposed work plans should clearly identify any work of the respondent that is to be performed on-site at the City. For example, if meetings are called for in the work plan and the respondent's intent is that the meeting is via telephone, Skype, or some other electronic mechanism, such a distinction should be clearly specified in each instance. Absent an indication otherwise, all "meetings" identified or instances where the selected firm is to "meet" with City staff shall be presumed to be an in-person, on-site meeting.
- b. Timelines: Although the City anticipates starting as soon as practicable, no specific date is set so the timelines should be expressed in terms of units of time (days, weeks, etc. for each step) and not be calendar-date specific at this time.
- c. The final professional services agreement will require, at a minimum, a written (email) status report indicating progress at least once every other week. If the respondent

recommends an alternative method or timeline for status updates, please identify it in the respondent's submission.

- d. Respondents may elect to include in its response any innovative methods or concepts that might be beneficial to the City as long as the minimum requirements as set out in this RFP are met.
- e. Once a contract is in place, any reports, tables, schedules, charts, spreadsheets, procedures manual, salary surveys, or materials necessary for the implementation and maintenance of the compensation/ classification system shall also be provided in an electronic format (CD and/or USB thumb drive) in Microsoft Office 2007 or 2010 format.
- f. The selected firm will be expected to appear, at a minimum, at scheduled Common Council meetings to present and defend the recommendations and conclusions of the final report.

F. Cost Proposal: The respondent must complete and submit a completed and executed copy of Appendix B: Cost Proposal to the City of Franklin for Classification and Compensation Studies. Additional pages may be attached to provide any descriptions, clarifications, options, or alternatives that the respondent determines support their cost proposal.

G. Certifications and Assurances: The respondent must complete and submit an executed copy of Appendix C: Certifications and Assurances.

V. Evaluation Criteria and Selection Process

The City will award the contract based on the proposal deemed in the best interest of the City at its sole discretion. Respondents may be asked to provide additional information and/or interview with staff, Personnel Committee members, and/or elected officials. The following evaluation criteria, not listed in any particular order or order of significance will be used:

- A. General approach and work plans to meet the requirements of the RFP as well as overall ability to successfully complete the project.
- B. Qualifications and experience of personnel.
- C. Consultant's past performance on studies of a similar nature.
- D. The design, components, and nature of the classification tool.
- E. Quality and components of the RFP submission.
- F. Total cost, component cost of alternatives, and on-going costs.

Attachment A

**City of Franklin
Position Roster - by Department**

As of June
2014

Span of Control	Department	Position Title	# in Job Title	# of positions to Review
	Administration / Human Resources			5
		Director of Administration	1	
		Human Resources Manager	0	New/Vacant
		Human Resources Coordinator	1	
		Human Resources Technician	0	New/Vacant
		Administrative / Project Assistant	1	
	Assessing			1
		Assessor Clerk	1	
	Building Inspection			7
		Building Inspector	1	
		First Asst Building Inspector	1	
		Asst Building Inspector	2	
		Electrical Inspector	1	
		Plumbing Inspector	1	
		Inspection Permit Clerk	1	
		Building Inspection Secretary	1	
	Building Maintenance / Facilities			2
		Building Maintenance Supt	1	
		Asst Building Custodian	3	
	Finance and Treasury			8
		Dir Finance & Treasurer	1	
		Accounting Supervisor	1	
		Staff Accountant	1	

Position Roster - by Department - Continued

Finance and Treasury: Continued

Accounting Clerk	1
Finance Clerk	1
Deputy Treasurer	1
Lead Cashier	2
Cashier/Clerk	2

City Clerk's Office 4

City Clerk	1
Deputy City Clerk	1
Administrative Clerk	1
Secretary	1

Engineering 7

City Engineer/DPW Dir	1
Assistant City Engineer	1
Engineering Tech IV	1
Engineering Tech III	1
Engineering Tech II	2
Engineering Secretary	2
Clerical Aide	1

Department of Public Works 8

DPW Superintendent	1
Assistant superintendent DPW	1
DPW Foreman	1
DPW Secretary	1
Heavy Equip Operator	5
Light Equipment Operator	10
Mechanic	1
Assistant Mechanic	2

Sewer and Water Utility 4

S & W Superintendent	1
S & W Operator II	2
S & W Operator I	1
S & W Technician	6

Position Roster - by Department - Continued

Health Department

5

Health Services Admin	1
Public Health Nurse	5
Clinic Nurse	3
Sanitarian	2
Administrative Clerk	1

Planning

5

Planning Manager	1
Senior Planner	1
Planner II	1
Planner I	vacant
Planning Secretary	1

Police (Non-Union)

6

Police Chief	1
Police Inspector	1
Captain - Police	3
Police Sergeant	8
Police Admin Asst	1
Police Utility Person	1

Dispatch

2

Emer Serv. Comm./Clerical Supr	1
Dispatcher/Clerk	13

Municipal Court

3

Municipal Court Clerk	1
Court Admin Asst	1
Deputy Court Admin Asst	1

Fire Department (Non-union)

5

Fire Chief	1
Asst Fire Chief	1
Fire Battalion Chief	3
Fire Inspector	Proposed
Fire Secretary	1

Position Roster - by Department - Continued

Library

Library Director	1	8
Adult Sv Libr/Asst Libr Dir	1	
Library Circulation Supervisor	1	
Reference Librarian	3	
Youth Reference Librarian	3	
Library Assistant	13	
Library Shelver	6	
Library Admin Aide	1	
	TOTAL	80

Positions That Will Need to Be Reviewed to Consider Compression

Police

Detective	5	2
Patrol Officer	40	

Fire

Fire Inspector	1	5
FIRE Lieutenant / with Paramedic	2 / 4	
Paramedic Lieutenant	3	
Firefighter: EMT/Paramedic	8 / 20	
Superintendent of Equipment	1	

Appendix B: Cost Proposal to the City of Franklin for Classification and Compensation Studies

Name of Respondent Firm: _____

1. Classification Study: Base Pricing A _____
- i. Additional cost per occurrence, if any, to recalibrate classification tool/results as described in III.A.4. and IV.E.1.d. _____
 - ii. Cost per Position Review AFTER completion of the Study (Cost to remain fixed through 2015) (IV.E.1.e.) _____
 - iii. On-going costs, such as a licensing or maintenance fee, etc., to provide a job classification system for the City’s continued use after completion of the studies and contract (III.A.3.) In other words, identify the cost, if any, and cost basis for the City’s continued use of the respondent’s classification system in future years. On-going costs do not include the initial documentation, materials, and training required as a part of the base bid. (Attach additional pages if needed.) _____

2. Compensation Study: Please fill in each empty area of the table below. The “Compensation Study” column is intended to reflect the cost of the compensation study for each of the four different scenarios or alternatives resulting from the description in the Scope. The “Additional Fiscal Impact Analysis” column is intended to reflect the cost-per-alternative of the added effort for providing alternatives to the fiscal impact analysis after initially presented. (Note: “Alternatives” does not include corrections, clarifications, or expansions if the initial document is deemed insufficient.) **If your proposal or cost methodology requires additional information or breakouts, you may refer to and attach additional documentation.** In such an instance, recognize that an unclear or non-comparable cost proposal could jeopardize the proposal’s overall consideration.

Compensation Study Pricing	Compensation Study	Additional Fiscal Impact Analysis (III.B.7.b.)
Base Compensation Study (without private sector data)	B	
Base Compensation Study with the inclusion of private sector data in the manner as proposed by respondent (III.B.5.c.)		
Total Compensation Study (without private sector data)(III.B.6.b.)		
Total Compensation Study with the inclusion of private sector data in the manner as proposed by the respondent (III.B.6.b. and III.B.5.c.)		

3. ADA/FLSA Review

TOTAL BASE BID: ("A" + "B" + "C")

4. Discount if all studies (Classification, Compensation, and ADA/FLSA Review) are contracted for simultaneously at the outset.

5 **Any Direct Charges that are not covered by the costs identified above must be clearly defined and priced/estimated/capped below.**
(Attach additional pages if needed.)

Print Name _____

Signature _____

Date _____

Title: _____

Appendix C:

Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached proposal is a firm offer for a period of 90 days following receipt by the City. The City may accept the attached proposal without further negotiation at any time within the 90-day period, except recognizing that execution of contract not affecting the scope or costs would be required. Proposals should, therefore, be submitted initially on the most favorable terms, from both price and technical standpoints.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the City whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. I/we understand and acknowledge that prospective firms shall not contact any City employee or official on matters relating to this RFP, except as indicated herein or except as authorized in writing by the Director of Administration.
3. I understand that the City will not reimburse me/us for any costs incurred in the preparation and submission of this proposal or in the preparation for and attendance at subsequent interviews.
4. I/we warrant that, in connection with this submission:
 - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
 - c. No attempt has been made or will be made by I/we to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
5. I/we understand and acknowledge that I/we are responsible for being familiar with all conditions, instructions, and documents governing this RFP; and that failure to make such preparations shall not excuse the respondent from the duties, obligations, or repercussions that may be imposed under or result from this RFP.
6. I/we understand and acknowledge that the City reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable or appropriate in the proposals, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all proposals

without penalty, and take any steps necessary to act in the City's best interest. This RFP does not obligate the City to contract for services specified herein.

7. I/we understand and acknowledge that no respondent shall have any claims or rights against the City arising out of participation by a respondent in the RFP process; and that no respondent shall have any claims or rights against the City for the failure to award a contract to it, or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFP process or did not submit a proposal that complied with the RFP; and that a notice of award shall not constitute acceptance by the City, as the City's only method of acceptance is the execution of a formal written contract as approved by the Common Council in accordance with law.

8. I/we understand and agree that if the firm's proposal is accepted, the firm is to furnish and provide all labor, materials, tools, and equipment necessary.

9. I/we understand and agree that all proposals will become the property of the City and that entire proposals may not be marked as "Confidential" or "Proprietary." In the event the City determines that a portion of a proposal labeled "Confidential" or "Proprietary" does not qualify as such, the City may provide the respondent with an opportunity to remove such designation or to withdraw their proposal. Specific language relative to confidentiality of proprietary information is under review for inclusion in the final contract.

10. I/we understand and acknowledge that the items in Appendix D, Standard Form Provisions Anticipated for a Professional Services Agreement, are provisions that the City regularly incorporates into professional services agreements, and, if awarded the contract, I/We will accept such provisions as a component of professional services agreement, and further understand that the City, nonetheless, reserves the right to amend or alter such Standard Form Provisions upon mutual considerations.

11. Check One Box:

I/we have no exceptions with the Certifications and Assurances as set forth above.

I/we have described in detail, and attached hereto, any exceptions to the Certifications and Assurances and recognize that such exceptions may be cause, at the sole discretion of the City, for disqualification of the proposal.

Print Name _____

Signature _____ Date _____

Title: _____

Appendix D

Standard Form Provisions Anticipated for a Professional Services Agreement.

The following provisions are standard requirements of the City of Franklin for professional services agreements. Respondents should carefully review following language as it may become a condition of the award. The City, nonetheless, reserves the right to alter, amend, strike, or expand any such terms, as it shall unilaterally determine is in the best interest of the City.

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.

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.

Insurance.

Contractor shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the City in amounts at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$2,000,000
B. Automobile Liability; Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$2,000,000
D. Worker's Compensation and Employers' Liability	per statute
E. Professional Liability / Errors & Omissions (claims occurred basis)	\$1,000,000

Certificates of insurance evidencing the above shall be delivered to the City upon execution of this Agreement and shall provide that such coverages may not be cancelled or amended without 30 days prior written notice to the City and naming City as an additional insured for General Liability.

Indemnification.

City of Franklin
Classification and Compensation Studies RFP

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, City's officers, employees, agents, boards, commissions and agencies 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 and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of Consultant, its officers, directors, employees, agents and consultants with respect to this Agreement.

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 City if any actual or potential conflict of interest arises or becomes known to the Contractor. Upon receipt of such notification, a City review and written approval is required for the Contractor to continue to perform work under this Agreement. The City's determination regarding conflict(s) of interest shall be final.

Governing Law and Disputes.

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

Records.

Contractor shall maintain all of its records pertaining to this Agreement for not less than three years following the completion of this Agreement and shall provide for the inspection and copying of such records by the City upon request.

Assignment.

Contractor shall not assign any of its rights, title, interest or obligations under this Agreement without the written permission of the City, which permission shall not be unreasonably withheld.

Termination.

This Agreement may be terminated upon written notice at City's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. City shall terminate performance of services on a schedule acceptable to Client, and City shall pay Consultant an amount mutually agreed upon for all services performed and delivered prior to such termination.



GovHR USA

Voorhees Associates GovTempsUSA

CITY OF FRANKLIN, WISCONSIN
Proposal for a Classification and Compensation Study
~August 30, 2014

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APPENDIX B – Sample Work Product

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July 30, 2014

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

Dear Mr. Luberda:

GovHR USA, LLC ("GovHR") is pleased to provide you with a Proposal for a Classification and Compensation Study for the City of Franklin. As a broad overview, GovHR understands the City is seeking to have a comprehensive study of its eighty (80) non-union positions including a review of salary ranges and possibly benefits, although the Studies may be done separately. We can assure you that GovHR has a large and capable staff that is able to provide these services on a timely basis.

If GovHR is selected to conduct this Study, either I or my associate, Alice Bieszcak will serve as the Project Manager, depending on the timing of the project. Either way, both of us will be available to work on the project, and we will be assisted by Mr. Lee Szymborski and Ms. Judy Schmittgens. Each of our Biographies is attached for your review. I am a Co-Owner of GovHR and am authorized to negotiate and sign contracts for the company. My contact info is as follows:

Ms. Joellen Earl
GovHR USA, LLC
650 Dundee Road, Suite 270
Northbrook, IL 60062
Telephone: 847-380-3238
JEarl@govhrusa.com

GovHR looks forward to the opportunity to work with the City of Franklin. Please do not hesitate to call or email me if you have any questions after reviewing our Proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joellen C. Earl', written over a white background.

Joellen C. Earl
Co-Owner
GovHR USA, LLC

Enc.



CITY OF FRANKLIN, WISCONSIN
Proposal for a Classification and Compensation Study
July 31, 2014

FIRM BACKGROUND and QUALIFICATIONS

THE ORGANIZATION

GovHR USA, LLC ("GovHR")¹ is a public sector management consulting firm specializing in executive recruitment and management consulting. All services are provided solely for public jurisdictions and not-for-profit entities. GovHR provides service to jurisdictions and agencies in a variety of contemporary issues, providing management, financial, and human resources assistance. Our organization has a staff of twenty-one consultants. The company was formed as Voorhees Associates in 2009; however, most of our Consultants also worked together previously at The Par Group. The PAR Group was a public sector management consulting firm in business for over 30 years.

PROPOSED PROJECT TEAM

GovHR has one of the most experienced professional staffs of any comparable public management consulting firm and our Consultants have extensive experience with classification and pay plan work. Our proposed project team has years of experience in the personnel field, and most of the members are also experienced administrators and consultants in the public sector. The team assigned to perform the City of Franklin assignment are members of GovHR's regular, permanent staff. Ms. Joellen Earl, Co-Owner of GovHR, will serve as Co-Project Manager with Ms. Alice Bieszczat. Mr. Lee Szymborski and Ms. Judith Schmittgens will assist Ms. Earl and Ms. Bieszczat in data gathering and analysis, employee interviews, recommendation development and report preparation. The team assembled for this project is currently working on several other assignments; however, this does not pose any conflicts regarding availability for the Franklin project. The biographies for the team members follow this proposal.

¹ In December, 2013, Voorhees Associates changed its name to GovHR USA, LLC, and will operate as such going forward. However, since most of the company's experience to date has been under the name of Voorhees Associates, some of the narrative herein will refer to the company under its former name.

PROJECT EXAMPLES AND “VALUE ADDED” WORK

In the past five years, the following Classification and Compensation Studies have been completed by the Consultants, either as members of GovHR, The PAR Group or Voorhees Associates:

- The City of Antigo, Wisconsin
- The City of Baraboo, Wisconsin (Study included updating of job descriptions and creation of a new performance evaluation system, and a follow-up project to include their newly de-certified Public Works employees into the new pay plan)
- The City of Burlington, Wisconsin
- The Village of Bradley, Illinois
- The Village of Brookfield, Illinois
- The Village of Carpentersville, Illinois
- The Clarendon Hills Park Village, Illinois
- The City of Geneseo, Illinois
- The City of Higginsville, Missouri
- The Village of Lake Zurich, Illinois (Study included an organizational audit)
- The Village of Lemont, Illinois (Studies in 2008 and 2013; 2013 Study included updating of job descriptions)
- The Village of Montgomery, Illinois (Studies in 2002 and 2006; 2006 Study included writing of job descriptions and creation of a new performance evaluation system)
- The Village of Morton, Illinois (Study included creation of a new performance evaluation system)
- The Northbrook Park Village, Illinois (Study included Job Description Rewrite, and Partial Workload Analysis)
- The Park Village of Oak Park, Illinois
- The Village of Roselle, Illinois (Study included Job Description Updates)
- The Park Village of Highland Park, Illinois (Study included updating of job descriptions)
- The Village of River Forest, Illinois (Study included creation of a new performance evaluation system)
- The Village of Lemont, Illinois – New Performance Evaluation System
- The City of New London, Wisconsin – Classification and Compensation System
- The Village of Roselle, Illinois – new Performance Evaluation System
- The City of West Bend, Wisconsin – Classification and Compensation System and New Performance Evaluation System
- The Wood Dale Park District – Classification and Compensation System
- The Village of New Lenox, Illinois – Classification and Compensation System
- Chicago Metropolitan Agency for Planning – Compensation System
- The Village of Hanover Park, Illinois
- Town of Munster, Indiana (Class & Comp Study complete; currently working on job description updates.)
- The Village of Richton Park, Illinois (Class & Comp Study complete; currently working on job description updates.)
- The Village of Villa Park, Illinois
- Baraboo District Ambulance Service (Compensation System only)
- The Village of Hainesville, Illinois

CURRENT WORK

Members of the Study Team are currently involved in active Classification and Compensation Studies with:

- The Village of Franklin Park, Illinois
- The Village of Cross Plains, Wisconsin
- The City of Waukesha, Wisconsin
- Lodi Utilities, Wisconsin
- The City of Berlin, Wisconsin
- The City of Crest Hill, Illinois

A complete list of clients is available on our website at govhrusa.com.

GovHR has never been involved in any litigation relating to work it has performed for its clients.

REFERENCES LIST

City of Baraboo, Wisconsin

Services Provided: Classification and Compensation Study &
Job Description and Performance Evaluation Updates (2012)

Contact: Ed Geick, City Administrator

egeick@cityofbaraboo.com

Telephone: (608) 355-2715

City of Burlington, Wisconsin

Services Provided: Classification and Compensation Study (2012)

Contact: Kevin Lahner, City Administrator

klahner@burlington-wi.gov

Telephone: (262) 763-7996

City of New London, Wisconsin

Services Provided: Classification and Compensation Study (2013)
including job description updates

Contact: Kent Hager, City Administrator

Kenth@newlondonwi.org

Telephone: (920) 982-8500

City of West Bend, Wisconsin

Services Provided: Classification and Compensation System and new
Performance Evaluation System (2013)

Contact: Steve Volkert, Assistant City Administrator

volkerts@ci.west-bend.wi.us

Telephone: (262)335-5107

*Additional references are available upon request *

PROPOSAL OF SERVICES/APPROACH AND METHODS USED

The City of Franklin would like to update its current classification and compensation system to enable it to competitively recruit and retain highly qualified employees and to reward employees based on performance. The City wants a pay plan that is fair and both internally and externally equitable, relatively easy to implement, and has processes in place to maintain the plan and allow the City to meet its objectives for years to come.

To accomplish this, GovHR will perform the following steps (listed in the order that the work is normally performed. GovHR understands that the City may choose not to perform the Compensation Study at this time.) Please note, we have specified several areas where we will need the City's input/assistance.

I. Meetings, Salary Survey, Job Analysis.

- Study preparation and project/employee meetings (1st trip). Meet with City of Franklin representatives to discuss study methods, review organization charts, personnel rules and regulations, and the current classification and pay plans. Determine problem areas, answer questions, and review the scope and schedule of work. GovHR will require copies of any and all pay plans, the current personnel manual, and any other relevant information related to salaries. During this same visit, the Consultants will meet with employees to explain the scope of the project and distribute Job Analysis Questionnaire (JAQ) form. We have recently revised our JAQ to include select FLSA work related questions, to assist us in determining the correct FLSA status for each classification. A sample JAQ is included with this Proposal. Employees will be allowed two (2) weeks to complete the questionnaire. The completed questionnaire will then be reviewed by each employee's supervisor and returned to GovHR within three (3) weeks of distribution.
- Establishing comparables – public and private sector.

Public Sector - In addition to the comparable communities already identified by the City and included in the RFP, we will determine which, if any, additional communities should be included for comparison purposes. Working with City staff, and using our broad based cohort methodology, we will determine a logical survey sample of "like" municipalities that impact the compensation market for the City. In selecting public employers, we normally use criteria such as number of employees, population served, EAV, budget size, proximity, etc., the purpose of which is to select jurisdictions that are most comparable to the City of Franklin.

Private Sector - It is the Consultant's understanding that the City may also like to survey private employers for salary comparison purposes. While GovHR is happy to accommodate the Client, it is our experience that there are three significant problems with this request. First, there are few "like" positions in both the public and private sectors. Second, we have found that obtaining salary data from private employers is extremely difficult to secure. Unlike public employers, a private employer's salary information is not part of public record and they are under no obligation to share this with others. We have found that even after many attempts to get the data, we may be unsuccessful. And, finally, private sector salary data may not be accurate if the respondent does not include items such as bonuses, commissions or stock options as part of the base salary. Because of this, GovHR cannot guarantee successful results in obtaining this data. That being said, our methodology for surveying private sector employees would be, with the assistance of City representatives, to select five (5) to seven (7) major employers in the Franklin area that would have

some "like" positions for comparability purposes (i.e., clerical, laborers, accountants, etc.). We would then design and send out a separate survey for this group and make one follow up contact to secure salary data. In addition, we would use another survey source (e.g., the Bureau of Labor Statistics) to gather regional salary data on select classifications, if desired by the City.

- **Prepare and send out salary and benefit surveys.** Design and send out the salary and benefit surveys (under City letterhead) to gather salary data for benchmark classifications in the comparable communities. To accomplish this, the Consulting Team will work with City representatives to select about 25 benchmark classifications from the City's 80 classifications covered in the Study. These classifications will be chosen on the criteria of those that are most common in all communities and that cover all the various pay grades in Franklin. In addition to job titles, brief position descriptions are included in the salary survey to make sure we are receiving salary data for "like" positions in the comparable communities.

Note: While GovHR will prepare all the materials to be sent out for the salary and benefit surveys, we have found that sending out the survey under the client's letterhead generates a better/faster response from the survey respondents than when it is sent out under our letterhead/name. In addition, the City *may* be asked to make one follow up contact to those municipalities that do not initially respond to the survey request.

- **Job evaluation analysis and establishment of job classification system (2nd trip).** Upon return of the JAQs by the City, GovHR will perform the following:

- Read each JAQ (154) and corresponding Job Description (80), in their entirety.
- Personally interview at least one (1) employee from each job classification to further understand the scope of their job and determine their exempt/non-exempt status.
- Apply a measurement system of job evaluation factors, using nine (9) main factors used in our job evaluation instrument in order to evaluate the internal/comparable worth of each job classification. Upon completion of the job evaluation measurements, a new Classification Plan will be developed. It is important to emphasize that the job, not the qualifications or performance of the incumbents, is being evaluated. Part of this process will include the evaluation of current job titles and the recommendation for any changes to same, assuring that the job title and related recommended pay range matches what the employee is actually doing.

Note: A formal job evaluation system, such as the one utilized by GovHR, is an attempt to objectify the reasons that jobs are compensated differently. Most compensation practitioners agree that three (3) basic factors are important in determining compensation. These are: (1) skills required; (2) responsibility; and (3) working conditions. The Equal Employment Opportunity Commission recognizes these three (3) basic factors, along with seniority and performance, as valid determinants of compensation. The nine (9) factors used by GovHR are essentially subdivisions of the first three (3) factors mentioned above. In addition, it is GovHR's practice that, under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination of Employment Act (ADEA), it is illegal to discriminate in any aspect of employment. GovHR will not use discriminatory practices on the basis of race, color, religion, sex, national origin, disability, or age when performing a classification analysis. Decisions and recommendations will not be based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, or ethnic group, or individuals with disabilities.

- Based on the results of the job evaluation process outlined above, assign all classifications to skill levels.

Note: Logical breaks in the continuum of points determine the skill levels used for determining the classification system. For example, skill level 1 might contain jobs that scored between 185 and 200 points, skill level 2 between 205 and 220 points, and so on.

➤ Review the results of the job evaluation exercise with City representatives, and revise as necessary.

Note: GovHR is willing to discuss and consider alternative methods of evaluating positions, and to adjust its point evaluation system if the City feels that certain factors are being over or under emphasized. That being said, we have never had to adjust the point system we use for another client, and we feel that our system is valid and credible. GovHR will be happy to share and discuss its Job Evaluation Instrument with representatives of the City at a pre-hire interview or first meeting with the City.

II. Salary and Benefits (If Analyzing) Survey Analysis.

The following steps will be included in this component of the study:

- Tabulate, summarize, and analyze comparative compensation information obtained through the surveys. Our pay tabulations compare the City's salaries for the surveyed positions, with the average minimum and the average maximum of the survey data for each surveyed class, when possible. Data is displayed for each jurisdiction on each class and summarized in an overall table. This data is analyzed to determine the percentage difference between the City's present pay for each class and the survey data.

- Tabulate, summarize, and analyze comparative compensation information obtained through the private sector salary surveys.

Note: An example of a Survey Table and Comparative Communities chart prepared by GovHR for the Village of Richton Park in a recent Study is attached.

- Using the data from the salary surveys, the Consultants will work with the City to determine Superior's policy with respect to compensation (i.e., 50th percentile; 75th percentile, etc.). Once this is determined, the Consultants will use the salary survey data to develop and recommend new salary schedules for the City's 80 classifications. This process will include a recommendation regarding how employees are inserted into the new plan and how they move through the proposed pay plan (either via a merit system or defined merit increment plan), with recommendations for a specific performance oriented program with respect to salary advancement through the new salary ranges. The salary schedules will outline what the specific percentages are between ranges and grades.

Note: GovHR always recommends that there be a merit component associated with the granting of wage adjustments and a recommendation for this will be included in the City's report. GovHR will also work with the City and provide suggestions for those improvements that can be made immediately to improve the City's existing performance management structure and process, and those that can be implemented gradually over the next two years.

- Tabulate, summarize, and analyze comparative benefit information obtained through the survey, if the City decides it wants to collect this data.. Make suggestions and recommendations where City benefits are inconsistent with the survey group.

Note: GovHR does not recommend performing a total compensation analysis. In our experience, the task of assigning a value to various types of benefits is extremely time-consuming and therefore costly to the Client. Further, "like" data is very difficult to collect and analyze, as you not only have to compare each type of benefit, but also the length of time each

individual person receiving the benefit has been on the job. Deviations in a person's tenure across positions can account for differences in values to be assigned, and without considering length of service for each person in each position, the comparison data would be flawed.

III. Draft and Final Report Preparation.

- A draft report will be prepared by the Consultants and sent electronically to the City that includes:
 - an Executive Summary highlighting the overall scope of the Study and the general observations, outcomes and recommendations contained within the Report;
 - a summary of all aspects of the Study, including recommendations, methods and guidelines for achieving the overall aspects of the Study as well as recommendations for annual maintenance and review of the new plans;
 - pay range options that are consistent with the City's pay policy, outlining the pros and cons of each option;
 - the fiscal impact of adopting the consultant's recommendations, including the impact of alternative effective dates or implementation strategies;
 - assignment of each position to an appropriate classification and pay grade based on internal equity and marketplace considerations;
 - recommendations on keeping the plan current, equitable and up to date over the next ten years.
- Once the City representatives return review comments, a final report (1 hard copy and one electronic copy for reproduction) will be prepared and sent to the City.
- Progress Reports - The Consultants will make regular progress reports to the City as requested, particularly at critical points in the Study. If "in person" visits are requested, there will be an additional charge (see cost proposal estimate for fees).

IV. Presentation of Findings (3rd Trip).

Make a presentation of findings to the Human Resources Committee and the Common Council to present the final results of the Study, and attend up to two subsequent meetings, if necessary. The final report will include a procedure manual and appropriate forms for Human Resources staff and/or supervisors to maintain the recommended classification and pay plan(s).

V. Management Review Process.

Provide a management review process that will be used to find resolution to classification related disputes (appeals must be submitted within 30 days of plan adoption.) Assist the City with employee classification appeals after plan adoption, if requested, for an additional fee.

VI. Job Description Update: If the City determines that they want their job descriptions updated or any new job descriptions created, GovHR will do so as requested (see page 2 of the Cost Proposal for fee schedule).

VII. Additional Job Evaluations Through 2015. GovHR will also perform additional job evaluations if requested by the City for a period of up to one year after conclusion of the Study (see p. 2 of Cost Proposal.)

PROPOSED TIMELINE

GovHR is available to start this project within two weeks of acceptance of this Proposal. A Study of this size would normally take about 120 days; however, this timetable is contingent upon the timely response from the comparable municipalities and private sector employers supplying the salary data, as well as the timely response of the City of Franklin employees in returning the JAQs. Any delays in receipt of these pieces of information are beyond the control of GovHR and will lengthen the completion of the report.

The following is a detailed breakdown of the work schedule:

- Week 1: Meet with representatives of Franklin to discuss scope of project, discuss any issues or problems, answer questions, analyze preferred communities and establish additional comparable communities, if necessary; meet with employees to hand out JAQs and explain purpose of the project.
- Week 2: Prepare and distribute salary and benefit (if analyzing) surveys.
- Week 3 to 4: Return of JAQs and salary surveys.
- Week 5 to 6: Reading of JAQs and job descriptions.
- Week 7: Return to Franklin to interview employees.
- Week 8 through 10: Analyze data; prepare new classification and compensation plans.
- Week 11: Send draft findings to Franklin.
- Week 12: Get return comments from Franklin.
- Week 13: Prepare Draft Report and send to Franklin.
- Week 14: Get return comments from Franklin.
- Week 15: Prepare Final Report.
- Week 16: Present Report to Common Council and Personnel Committee.
- Updating of job descriptions – done as requested.

GovHR prides itself in adhering to this time frame. Our past clients will confirm our diligence in delivering our report and other deliverables on time.

COST OF SERVICES – see enclosed “Cost Proposal”.

In closing, GovHR is a public sector management consulting firm devoted to assisting only public sector entities. We believe that the team assembled for conducting the proposed study for the City of Franklin is of the highest caliber and qualifications. GovHR appreciates your consideration of this Proposal and looks forward to the opportunity to work with the City of Franklin.

Sincerely,



Joellen C. Earl
Co-Owner
GovHR USA, LLC

CONSULTANT BIOGRAPHIES

Joellen C. Earl

Co-Owner, GovHR USA, LLC

President/Co-owner – GovTempsUSA

Joellen Earl is the Co-Owner of GovHR USA, LLC, a company that combines Voorhees Associates, LLC and GovTempsUSA, LLC. GovHR USA focuses on recruitment, interim staffing, management and human resources consulting and professional development. Prior to creating GovHR USA, Ms. Earl founded GovTempsUSA along with Ms. Heidi Voorhees. She has managed the day-to-day operations of the interim staffing firm since its inception in 2011 and has overseen numerous human resources studies, recruitments and related projects.

Ms. Earl is currently serving as the Project Manager on several Classification and Compensation Studies, including Crest Hill, Franklin Park and Hainesville, Illinois and in Cross Plains, Wisconsin. She assisted as a Consultant in all aspects of the Classification and Compensation System recently completed for West Bend, Wisconsin.

Ms. Earl is regarded for the commitment and dedication she has shown in her service to local government over her twenty-four year career. She is a seasoned manager, with expertise in public sector human resources management. She has worked in three states: Massachusetts, North Carolina and Illinois; and in six jurisdictions, with populations ranging from 15,000 to 150,000: Holden, Northborough, Yarmouth and Barnstable, Massachusetts; Catawba County, North Carolina; and Evanston, Illinois. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Earl has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

One of Ms. Earl's significant abilities is to think and act strategically. She has the proven ability to start with a conceptual idea, identify stakeholders, develop a scope of work, supervise the agreed upon process, and deliver desired outcomes.

In addition, she is adept at assessing service delivery, identifying efficiencies and areas of opportunities and implementing recommendations. In Evanston, she took a newly formed department of Administrative Services and improved operations in all areas: Finance, Human Resources, Information Technology and Parking Operations, with a 30% reduction in staff.

Ms. Earl holds an undergraduate degree in Economics from Worcester State College in Worcester and a Master of Public Administration degree from Northeastern University in Boston, MA. She is a proponent of continuing education and continuous learning. She attended the Senior Executive Institute, Leading, Educating and Developing (LEAD) Program, at the University of Virginia's Weldon Cooper Center for Public Service in 2008.

Ms. Earl has valued her professional affiliations throughout her career and has been privileged to serve on numerous local, state and national committees. A highlight was serving on the International City/County Management Association (ICMA) Executive Board from 2001 to 2003. Ms. Earl is married, has two children and is active in her children's schools and church community.

Alice Bieszczat
Associate Vice-President/Human Resources Management Consultant
GovHR/Voorhees Associates

Alice Bieszczat joined Voorhees Associates in early 2013 and brings almost 20 years of experience spanning the private, non-profit and public sectors to the organization. Ms. Bieszczat has a Master's Degree in Public Service Management and a Bachelor of Science Degree in Mathematics, both from DePaul University. In addition, she has provided human resources consulting services for both Voorhees Associates and The PAR Group, as well as non-profit consulting services for clients including the Ann & Robert H. Lurie Children's Hospital of Chicago, the North Shore Senior Center and the Archdiocese of Milwaukee.

Ms. Bieszczat's most recent consulting assignments for GovHR have included Classification and Compensation Studies in Wisconsin, Illinois and Indiana. She is currently serving as the Project Manager for Studies in Waukesha and Cross Plains, Wisconsin. Elsewhere she has worked on studies for Franklin Park, Hanover Park, New Lenox, Richton Park and Villa Park, Illinois and for Munster, Indiana.

Ms. Bieszczat also worked for the Chaddick Institute of Metropolitan Development at DePaul University. During her tenure there she helped implement programs advancing the field of urban planning and design review for municipalities in metropolitan Chicago. Her research on transportation innovations was published in the *Transportation Research Journal* and featured in national media such as the *New York Times*, *Atlantic Cities* and *Planning Magazine*. She has lectured on transportation innovations in conference, seminar and university settings. At Lurie Children's Hospital of Chicago, Ms. Bieszczat led the Foundation Gifts team in securing leadership gifts to support its community-based outreach programs and the construction of its new facility in downtown Chicago. Ms. Bieszczat began her career in telephony. As a Radio Frequency Engineer for Sprint Cellular and Alltel, she partnered with local maintenance technician teams to plan, design, implement and optimize cellular phone networks nationwide.

Lee Szymborski
Vice President - GovHR USA

Lee Szymborski is a Vice President with GovHR USA, working on both executive search and general management consulting assignments. He has more than 33 years of experience in local government administration. Most recently, Mr. Szymborski served more than 15 years as City Administrator in Mequon, Wisconsin. Mequon is a full service city with \$30 million in combined budgets, and more than 170 employees serving 23,000 residents over a 47-square mile area.

Mr. Szymborski's experience spans both Wisconsin and Illinois communities. In addition to his Wisconsin service in Mequon, he also worked for the City of Wauwatosa and Milwaukee County. In Illinois, he served for 12 years as Assistant Village Manager in Buffalo Grove.

Mr. Szymborski's track record points to a results-oriented approach to municipal government management. That is demonstrated by his work including the purchase of a \$14 M private water utility that has seen its customer base increase under city ownership (Mequon); reorganizing city departments and reducing workforce costs in an organizationally sensitive manner (Mequon);

spearheading a 10- community oversight committee to secure the startup of commuter rail service (Metra) on the WI Central railway

(Buffalo Grove); and re-purposing TIF funds to provide incentives that secured a \$16 M mixed-use development in Mequon's Town Center. He is additionally skilled in budgeting, personnel administration, community engagement efforts and strategic planning.

Mr. Szymborski has published articles in *Public Management* magazine, and is an adjunct instructor at Upper Iowa University – Milwaukee Center. He holds a B.A. in Political Science, as well as an M.S. in Urban Affairs, both from the University of Wisconsin – Milwaukee.

Judith M. Schmittgens
Compliance and Customer Relations Manager
GovHR

Judy Schmittgens joined the Company in 2013 as the Compliance and Customer Relations Manager for GovHR. She handles the company's licensing and certification requirements, monitors legislation pertinent to the company's business operations, and maintains the corporate records. She also assists with drafting proposals for classification and compensation studies and other business procurement opportunities, and has assisted with employee meetings for studies in Richton Park and Villa Park, Illinois.

Ms. Schmittgens is an Illinois licensed attorney and has been in private practice for the past seventeen years. Prior to that, she was the Senior Counsel and Manager of Government Affairs for Interstate National Corporation (a division of Fireman's Fund Insurance Company), where she was responsible for contract and policy review, company and agent licensing, and litigation management.

Ms. Schmittgens received her law degree from Indiana University and her Bachelor's Degree in Political Science from Illinois State University. She and her husband live in Naperville, Illinois and they have three children.



CITY OF FRANKLIN, WISCONSIN
Proposal for a Classification and Compensation Study
~July31, 2014~

COST PROPOSAL

The cost of the services described in our proposal is based on the time of our professional and support staff to complete it, as well as travel/transportation costs and miscellaneous expenses such as report reproduction, postage and supply expenses. We estimate the maximum cost of the project on the basis of the above factors and propose a not-to-exceed fee inclusive of expenses. It is expected that the City will provide office and/or conference room space, access to a telephone, and photocopying/printing support while our staff is in residence. Invoices are submitted monthly.

In keeping with the above statement of our usual practices, we estimate the fee for the entire study to be **\$30,000** (\$28,600 for professional fees and \$1,400 for expenses – based on three (4) trips to the City) and will agree to complete the entire study for this **fixed fee of \$30,000**. We have listed the cost of our professional fee for each study component below. GovHR normally performs the classification and compensation portions of the Study simultaneously, but we are willing to perform them separately if the Client chooses. We have also indicated with an asterisk those items and their related costs that may be removed if not applicable or if the City decides not to include.

<u>STUDY PHASE BREAKDOWN</u>	<u>HOUR TOTAL</u>	<u>COST</u>
<u>Classification Study</u>		
I. Meetings and Job Analysis.	152 hours	\$15,200
<ul style="list-style-type: none"> • Study preparation and project/emp. meetings (1st trip) [10 hours] • Job evaluation analysis and establishment of job classification system (2nd trip) [142 hours] <ul style="list-style-type: none"> ➤ <i>reading of 154 JAQs/80 JDs</i> (42 hrs.) ➤ <i>employee interviews (2nd trip)</i> (60 hrs.) ➤ <i>analyzing data and establishing classes</i> (20 hrs.) ➤ <i>exempt/non-exempt status (FLSA)</i> (6 hrs.) ➤ <i>assigning of skill levels</i> (8 hrs.) ➤ <i>review job evaluation results with City representatives</i> (6 hrs.) 		
II. Draft and Final Report Preparation	24 hours	\$2,400
III. Progress Reports. The Consultants will make regular progress reports to the City as requested, particularly at critical points in the Study. These are typically done via email or telephone conference calls. If "in person" visits are requested, there will be an additional charge (see cost estimate below).		
IV. Presentations of Findings (3rd trip).	10 hours	\$1,000
TOTAL – Classification Study	186 hours	\$18,600

Compensation Study

I. Salary and Benefit Survey Analysis.	86 hours	\$ 8,600
• Prepare and send out surveys	[8 hours]	
• Analyzing comparables provided by City	[4 Hours]	
• Establishing additional comparables, *if necessary	[10 hours]*	
• Analyzing municipal salary survey data	[24 hours]	
• Analyzing private sector salary survey data, *if used	[10 hours]*	
• Establishing new salary schedules	[16 hours]	
• Analyzing benefit survey data, *if collected	[6 hours]*	
• Fiscal impact analysis	[8 hours]	

II. Draft and Final Report Preparation (one hard copy provided).	8 hours	\$ 800
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III. Progress Reports. The Consultants will make regular progress reports to the City as requested, particularly at critical points in the Study. These are typically done via email or telephone conference calls. If "in person" visits are requested, there will be an additional charge (see cost estimate below).

IV. Presentations of Findings (4th trip).	6 hours	\$ 600
TOTAL – COMPENSATION STUDY	100 hours	\$10,000

<u>PROJECT HOUR TOTAL</u>	<u>286 HOURS</u>	<u>\$28,600</u>
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JOB DESCRIPTION UPDATE: If the City determines that they want their job descriptions updated or any new job descriptions created, GovHR would charge the following fees:

- Creation of new job descriptions: \$250 per job description
- Updating of job descriptions: \$150 per job description

ADDITIONAL JOB EVALUATIONS THROUGH 2015: GovHR will perform additional job evaluations at the City's request for \$200.00 per evaluation.

NOTE: If the City of Franklin accepts our proposal for this project, GovHR will for one (1) year from the date of the signature of this agreement, provide support services at no additional cost.

OPTIONAL SERVICES/EXPENSES:

- **Progress Reports** – It is customary to have periodic telephone conversations throughout the Study to give progress reports. There will be no charge for these periodic telephone updates. However, if the City would request the Consultant to have a site visit with the Finance and Personnel Committee or the City Council to present a progress report, it would be an additional \$1000 for professional fees and expenses.
- **Additional Site Visits** – If the City chooses to have the Consultants make an additional on-site visit to present the findings of the Study to the City's employees, or any other additional on-site visits, there would be an additional cost of \$1000 for professional fees and expenses per consultant, per visit.
- **Additional Report Books** – If the City requests more than the one final report book that has been included in this proposal, there will be a charge of \$35.00 per book.

The prices quoted in this Cost Proposal are good for a period of six months, and are subject to change thereafter.

Appendix B: Cost Proposal to the City of Franklin for Classification and Compensation Studies

Name of Respondent Firm: GovHR USA

1. Classification Study: Base Pricing A \$14,600

i. Additional cost per occurrence, if any, to recalibrate classification tool/results as described in III.A.4. and IV.E.1.d.

\$0 if done prior to Employee

ii. Cost per Position Review AFTER completion of the Study (Cost to remain fixed through 2015) (IV.E.1.e.)

Interviews; \$100 per hour per occurrence if after.

\$200

iii. On-going costs, such as a licensing or maintenance fee, etc., to provide a job classification system for the City’s continued use after completion of the studies and contract (III.A.3.) In other words, identify the cost, if any, and cost basis for the City’s continued use of the respondent’s classification system in future years. On-going costs do not include the initial documentation, materials, and training required as a part of the base bid.

(Attach additional pages if needed.) \$0

2. Compensation Study: Please fill in each empty area of the table below. The “Compensation Study” column is intended to reflect the cost of the compensation study for each of the four different scenarios or alternatives resulting from the description in the Scope. The “Additional Fiscal Impact Analysis” column is intended to reflect the cost-per-alternative of the added effort for providing alternatives to the fiscal impact analysis after initially presented. (Note: “Alternatives” does not include corrections, clarifications, or expansions if the initial document is deemed insufficient.) **If your proposal or cost methodology requires additional information or breakouts, you may refer to and attach additional documentation.** In such an instance, recognize that an unclear or non-comparable cost proposal could jeopardize the proposal’s overall consideration.

Compensation Study Pricing	Compensation Study	Additional Fiscal Impact Analysis (III.B.7.b.)
Base Compensation Study (without private sector data)	B \$8,400	\$100/hour
Base Compensation Study with the inclusion of private sector data in the manner as proposed by respondent (III.B.5.c.)	\$9,400	\$100/hour
Total Compensation Study (without private sector data)(III.B.6.b.)	\$9,000	\$100/hour
Total Compensation Study with the inclusion of private sector data in the manner as proposed by the respondent (III.B.6.b. and III.B.5.c.)	\$10,000	\$100/hour

3. ADA/FLSA Review

C \$600

TOTAL BASE BID: ("A" + "B" + "C")

\$23,600

4. Discount if all studies (Classification, Compensation, and ADA/FLSA Review) are contracted for simultaneously at the outset.

\$600

5 Any Direct Charges that are not covered by the costs identified above must be clearly defined and priced/estimated/capped below.

(Attach additional pages if needed.)

8 trips to Franklin

120 miles

4 Consultants

Gas, Tolls = \$600

Meals = \$200

Hotel = \$400

Photocopies, Postage, Misc. = \$200

Total = \$1,400

Print Name Joellen Earl

Signature 

Date 7/30/14

Title: Co-owner

Appendix A

EMPLOYEE JOB ANALYSIS QUESTIONNAIRE (JAQ)

IDENTIFICATION INFORMATION

NAME:	DATE:
YEARS OF EXPERIENCE WITH THE CITY:	JOB TITLE:
YEARS OF EXPERIENCE ON THIS JOB:	YOUR JOB IS: FULL TIME <input type="checkbox"/> PART TIME <input type="checkbox"/>
YOUR YEARS OF EXPERIENCE IN THIS FIELD:	YOUR EDUCATION: <input type="checkbox"/> High Sch. <input type="checkbox"/> Assoc. Deg. <input type="checkbox"/> Bach. Deg. <input type="checkbox"/> Mas. Deg.
NAME OF IMMEDIATE SUPERVISOR:	HIS/HER TITLE:

INSTRUCTIONS

The purpose of this questionnaire is to obtain additional information about your job that may not be included in your current job description. It is important that you answer each question thoughtfully and frankly. There are no right or wrong answers and you are not being evaluated on how well you complete the questionnaire.

After you have finished your portion of the questionnaire, give it to your immediate supervisor, who will complete his/her section.

General Summary: In three or four sentences, please summarize the major purpose or primary function of your job.

Job Tasks: Please list your job duties. Try to place your duties in their order of importance, and group "like" tasks together (e.g. "clerical duties including word processing, opening mail, filing, etc." or e.g. "front desk responsibilities including greeting visitors, answering telephones and routing calls, etc.").

Job Duty

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.

Feel free to add more numbers/duties if necessary.

.....

1. **Education and Training:** In your opinion, what kind of education and training is necessary to perform your job?

- Level of knowledge that is below what is normally attained through high school graduation.
- High school diploma (GED) or equivalent.
- High school, plus elementary technical training, acquired through one year or less of technical or business school.
- Extensive technical or specialized training such as would be acquired by an Associate's Degree or two years of technical or business school.
- Extensive technical or specialized training such as would be acquired by an Associate's Degree or two years of technical or business school, plus two or more certifications in incumbent's field.
- Completion of four-year college degree program.
- Additional professional level of education beyond a four-year college program, such as a CPA or Professional Engineer (P.E.) training.
- Completion of graduate coursework equal to a Master's Degree or higher.

If a specific certificate or license is mandated by an outside agency to perform your duties, name the certificate or license:

What special skills, knowledge, and abilities are required to perform your job? Please list:

.....

2. **Years of Experience:** How much previous work experience do you feel is necessary to perform your job?

- LESS THAN 1 YEAR 1 TO 3 YEARS 4 TO 6 YEARS 7 TO 10 YEARS MORE THAN 10 YEARS

.....

3. **Independent Judgment and Decision Making:** How much discretion do you have in making decisions with or without the input or direction of your supervisor?

- Little discretion or independent judgment exercised.

- Some discretion or judgment exercised, but supervisor is normally available.
- Job often requires making decisions in absence of specific policies and/or guidance from superiors, but some direct guidance is received from superiors.
- High level of discretion with decisions restricted only by broad Organization-wide policies and little direct guidance from superiors.
- Very high level of discretion with decisions only restricted by the broadest policies of the Organization.

If you make an erroneous decision, what impact would this decision have on your work unit, department, and/or the Organization?

- Minor: Some inconvenience and delays but little cost in terms of time, money, or public/employee good will.
- Moderate: Significant costs in time, money, or public/employee good will would be incurred. Delays in important projects/schedules likely.
- Serious: Important goals would not be achieved and the financial, employee, or public relations posture of the Organization would be seriously affected.
- Very Serious: Critical goals and objectives would be adversely and very seriously affected.

.....

4. **Responsibility for Policy Development:** Does your job require you to participate in the development of policies for your unit/division/department/the Organization?

- Position involves only the execution of policies or use of existing procedures.
- Position involves some participation in the development of policies and procedures for the department only.
- Position involves some development of policies/procedures, as well as the interpretation and execution of broader policies in the department.
- Position involves the primary responsibility for the development of policies and procedures for a division or organizational component of a department, as well as the interpretation, execution and recommendation of changes to department policies.
- Position involves the responsibility for major input/development of departmental policies and procedures, plus occasional participation in the development of policies which affect other departments in the organization.
- Position involves the primary responsibility for the development of departmental policies and procedures and regular participation in the development of policies that affect other departments and occasionally involves participation in the development of organization-wide policies.

Give some examples of the types of policies you've written or been a part of creating:

.....

5. **Planning:** How much latitude do you have to set your own daily work schedule and priorities for a given workday?

- Position requires that my daily work load and activities are assigned to me by my supervisor.
- Position requires that I plan my own daily work load and work independently according to established procedures or standards.
- Position requires that I plan my own daily work load and those of others in the department (first-level supervision).
- Position requires an above average ability to analyze data and develop departmental plans, including plans where a number of difficult, technical and/or administrative problems must be dealt with.
- Position requires a high level of analytical ability to develop plans for a department or complex situation, including plans that involve integrating/involving/impacting other departments.

How much planning do you do for others in the department?

Scheduling: Yes No Assigning of Duties/Jobs: Yes No

.....

6. **Contacts with Others:** In the course of performing your job, what contacts with people in your department, other departments within the organization, and/or people from outside the organization are you required to make?

- Position involves interaction with fellow workers on routine matters with relatively little public contact.
- Position involves frequent internal and external contact, but generally on routine matters such as furnishing or obtaining information.
- Position involves frequent internal contact and regular contact with outsiders generally on routine matters, including contacts with irate outsiders which require some public relations skill for taking complaints for others to follow up upon.
- Position involves frequent internal and external contacts which require public relations skills in handling complaints. Contacts involve non-routine problems and require in-depth discussion and/or persuasion in order to gain concurrence or to resolve the problem.
- Position involves frequent internal and external contacts which require skill in dealing with, and influencing others, and initiating changes in policy/procedures to address the issue so as to avoid having to deal with the issue again in the future.
- Position involves frequent internal and external contacts in which I act as the spokesperson for the department and may be authorized to make commitments on behalf of the department.
- Position involves frequent internal and external contacts where I represent the organization and am authorized to make commitments in matters of critical interest to the City.

With which internal individuals or groups do you have the most contact?

With which external individuals or groups do you have the most contact?

.....

7. **Supervision Given:** Do you supervise or assign work to other employees? Yes No

If yes:

- Position is responsible for assigning work to an employee or employees, without acting in a supervisory role.
 - Position is responsible for the supervision of one full time or several part time employees.
 - Position is responsible for the supervision of two to five full time (or full time equivalent) employees.
 - Position is responsible for the supervision of six to 15 full time (or full time equivalent) employees.
 - Position is responsible for direct and/or indirect supervision of 16 to 29 full time (or full time equivalent) employees.
 - Position is responsible for direct and/or indirect supervision of 30 to 50 full time (or full time equivalent) employees.
 - Position is responsible for direct and/or indirect supervision of more than 51 full time (or full time equivalent) employees.
-

8. **Physical Demands:** Please describe any physical demands required to perform your job.

Demand	No	Yes	How often? (rarely, occasionally or daily)
Lifting up to 20 pounds	<input type="checkbox"/>	<input type="checkbox"/>	
Lifting 20-50 pounds	<input type="checkbox"/>	<input type="checkbox"/>	
Lifting 50+ pounds	<input type="checkbox"/>	<input type="checkbox"/>	
Climbing	<input type="checkbox"/>	<input type="checkbox"/>	
Walking	<input type="checkbox"/>	<input type="checkbox"/>	
Kneeling	<input type="checkbox"/>	<input type="checkbox"/>	
Crouching	<input type="checkbox"/>	<input type="checkbox"/>	
Crawling	<input type="checkbox"/>	<input type="checkbox"/>	

Bending	<input type="checkbox"/>	<input type="checkbox"/>
Sitting	<input type="checkbox"/>	<input type="checkbox"/>
Prolonged Standing	<input type="checkbox"/>	<input type="checkbox"/>
Prolonged Visual Concentration	<input type="checkbox"/>	<input type="checkbox"/>

Unpleasant or Hazardous Conditions: Please describe any unpleasant or hazardous conditions you are exposed to in performing your job and how often you are exposed to those conditions. Include only those conditions which are directly related to your work rather than specific work area conditions.

Condition	No	Yes	How Often?
Lighting-dimness or brightness	<input type="checkbox"/>	<input type="checkbox"/>	
Dust	<input type="checkbox"/>	<input type="checkbox"/>	
Heat	<input type="checkbox"/>	<input type="checkbox"/>	
Cold	<input type="checkbox"/>	<input type="checkbox"/>	
Odors	<input type="checkbox"/>	<input type="checkbox"/>	
Noise	<input type="checkbox"/>	<input type="checkbox"/>	
Vibration	<input type="checkbox"/>	<input type="checkbox"/>	
Wetness/Humidity	<input type="checkbox"/>	<input type="checkbox"/>	
Toxic Agents	<input type="checkbox"/>	<input type="checkbox"/>	
Electrical Currents	<input type="checkbox"/>	<input type="checkbox"/>	
Heavy Machinery	<input type="checkbox"/>	<input type="checkbox"/>	
Violence	<input type="checkbox"/>	<input type="checkbox"/>	
Disease	<input type="checkbox"/>	<input type="checkbox"/>	
Smoke	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	

9. **Use of Technology:** Please check the level of technology needed for you to perform your job:

- Position has no responsibility for, or use of, technology.
- Position has some basic use of computers for word processing/data entry and some use of the telephone, copier, etc.
- Position has daily use of computers for word processing/data entry and use of the telephone, fax machine, copier, etc.
- Position has daily use of computers, the Internet, Smartphones, etc. to create databases, spreadsheets, or reports.
- Position provides routine consultation and technology support for everyday computer programming and/or software requests/questions to others in the organization. Or, may use specialized equipment such as GIS, SCADA, etc. or various hardware components to control mechanical equipment such as HVAC, lighting, gas flares, blowers, engines, etc
- Position is responsible for advanced computer programming, maintenance, training, and purchasing of items such as computers, printers, scanners, etc., for the computer system for the organization.
- Position is responsible for system security, as well as the overall direction and supervision of the staff that are responsible for the computer and technology needs of the organization, including responsibility for developing technology policies for the organization.

10. **FLSA Exempt or Non-Exempt Determination**

Do you receive overtime or comp time for hours worked beyond your normal work week?

- Yes No

Is your position considered any one of the following: Executive, Administrative, Professional, or Computer? If so, please answer the questions in the applicable sections below. If not, please skip to Question 11.

a. Executive

Yes No Don't know

Are you paid the equivalent of at least \$455 per week on a salary basis?

Is your primary duty managing the department or unit of a local government?

Do you customarily direct the work of two or more other employees (or the equivalent of two or more, e.g., 4 part timers)?

Do you have the ability to hire and fire, or do your recommendations carry significant weight even if you are unauthorized to make the final decision?

b. Administrative

Yes No Don't know

Are you paid the equivalent of at least \$455 per week on a salary basis?

Is this a "staff" position where your primary duty is performing office or non-manual work directly related to the management or general operations of the organization, division or unit?

Do you exercise discretion and independent judgment with respect to matters of significance, have the authority to formulate/interpret policy, and have a high level of operational responsibility?

c. Professional

Yes No Don't know

Are you paid the equivalent of at least \$455 per week on a salary basis?

Does your work require specialized education or an advanced degree?

Does your work involve any degree of discretion and/or judgment?

d. Computer

Yes No Don't know

Are you paid the equivalent of at least \$455 per week on a salary basis?

Do your primary duties involve:

1. The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications; or

2. The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on or related to user or system design specifications; or

3. The design, documentation, testing, creation or modification of computer programs related to organizational operating systems; or

4. A combination of the aforementioned duties, the performance of which requires the same level of skills.

11. **Comments/Additional Information:** Feel free to add additional information below. If using a printed copy of this form, use the back of the form to add your comments.

Type your name and the date below, then save this form as a Word document with your last name in the file name and email it to your supervisor. If using a printed copy of this form, sign and date it and then deliver to your supervisor.

EMPLOYEE'S SIGNATURE OR TYPED NAME

DATE

THIS SECTION TO BE COMPLETED BY IMMEDIATE SUPERVISOR AND/OR DEPARTMENT HEAD

Please provide your comments below. If using a printed copy of the form and additional space is needed, please use the back of this form or attach an additional sheet. Please do not mark in employee's portion of the questionnaire.

1. Do you agree with the employee's answers to all of the above questions? If not, please explain.
2. List any job duties or assignments which the employee performs which are in addition to those listed on the job description or this form.
3. How long has this employee worked for you?
4. Additional comments from the employee's immediate supervisor:

Type your name and the date below, then email this form to your Department Head (if applicable) or to the Human Resources Manager. If using a printed copy of this form, sign and date it before forwarding.

SUPERVISOR'S SIGNATURE OR TYPED NAME

DATE

If Supervisor isn't Department Head, Department Head should review this form as well.

- I have read the above and substantially concur.
 I have read the above and have the following comments:

Type your name and the date below, then email this form to the Human Resources Manager. If using a printed copy of this form, sign and date it before forwarding.

DEPARTMENT HEAD'S SIGNATURE OR TYPED NAME

DATE

Appendix B

TABLE 4
VILLAGE OF RICHTON PARK
BENCHMARK SALARY SURVEY DATA - COMPREHENSIVE TABLE

Position Title	Total JFA Score	Skill Level Ranges	New Pay Range	Salary Survey Data - At the Ave.		Salary Survey Data - 50th Percentile		Recommended New Pay Ranges		Richton Park Current Ranges		Recommended New Title
				Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	
Village Manager	815	Over 805						\$102,000	\$ 147,900		\$ 103,837	
MANAGEMENT												
Police Chief	770	705 to 800	8	\$ 90,197	\$ 131,664	\$ 90,544	\$ 131,428	\$ 90,000	\$ 130,500		\$ 96,658	
Fire Chief	765	(95 pts)		\$ 85,922	\$ 134,698	\$ 86,697	\$ 134,001				\$ 89,500	
Director of Public Works	710			\$ 78,180	\$ 117,251	\$ 76,108	\$ 117,240				\$ 91,088	
Finance Director	705			\$ 81,397	\$ 122,014	\$ 87,947	\$ 126,488				\$ 93,821	
Community Development Director	660	655 to 700	7	\$ 79,875	\$ 113,721	\$ 84,461	\$ 117,902	\$ 75,000	\$ 108,750		\$ 91,835	
Deputy Fire Chief	665	(45 pts)									\$ 75,000	
Deputy Police Chief	665			\$ 75,340	\$ 109,620	\$ 78,156	\$ 111,945				\$ 91,813	
Economic Development Director	665										\$ 85,000	
SUPERVISORS												
Sergeant	610	605 to 650	6	\$ 77,694	\$ 92,723	\$ 77,480	\$ 94,641	\$63,250	\$ 93,610	\$ 82,849	\$ 87,846	
Chief Building Inspector	600	505 to 600	5	\$ 54,155	\$ 74,921	\$ 52,860	\$ 74,571	\$ 55,000	\$ 81,400		\$ 63,643	
Community Relations Director	575	(95 pts)									\$ 67,369	Community Relations Supervisor
Director of Parks and Recreation	575										\$ 65,100	Parks and Recreation Supervisor
Assistant Finance Director	575										\$ 66,980	
Management Analyst	540										\$ 47,250	Assistant to the Village Manager
ADMINISTRATIVE AND TECHNICAL STAFF												
Foreman	495	455 to 500	4					\$46,586	\$ 67,550		\$ 45,000	
Economic Development Coordinator	475	(45 pts)		\$ 53,310	\$ 66,114	\$ 50,965	\$ 69,383			\$ 42,869	\$ 47,869	hourly
Mechanic	465											
Accountant	460											
Project Manager	455											
Facility & Program Coordinator	430	405 to 450	3					\$ 43,336	\$ 62,837		\$ 32,086	
Assistant Mechanic	420										\$ 36,833	
Code Enforcement Officer	415			\$ 45,347	\$ 61,092	\$ 46,667	\$ 62,547			\$ 39,615	\$ 42,472	
Maintenance Operator	410			\$ 41,299	\$ 56,789	\$ 42,211	\$ 55,846			\$ 44,381	\$ 50,095	
Water Operator	410									\$ 43,307	\$ 48,707	
Utility Billing Accountant	365	305 to 400	2					\$ 40,313	\$ 56,453		\$ 42,869	
Education Coordinator	370	(95 pts)									\$ 31,497	
Recreation Supervisor	370										\$ 32,000	Recreation Coordinator
Executive Secretary/Deputy Clerk	360										\$ 42,515	
Administrative Assistant	315			\$ 38,843	\$ 58,508	\$ 39,690	\$ 56,735			\$ 35,879	\$ 41,234	Finance Clerk
Accounts Payable	315			\$ 35,222	\$ 51,691	\$ 34,495	\$ 52,433				\$ 31,534	Finance Clerk
Account Clerk/Purchasing	305										\$ 35,034	
Account Clerk/Records Clerk	280	205 to 300	1					\$ 37,500	\$ 54,375	\$ 35,034	\$ 37,534	Records Clerk
Police Records Clerk	280			\$ 37,429	\$ 53,325	\$ 37,739	\$ 53,762			\$ 37,284	\$ 49,069	Records Clerk
Community Relations Assistant	255										\$ 34,029	
Account Clerk/Receptionist	245										\$ 33,934	Receptionist

VILLAGE OF RICHTON PARK, ILLINOIS
Criteria Comparisons
 (All Municipalities)

Municipality	Pop.	EA Value		G.F. Exp.		Max. Gen. Fnd. Prop.		State Income		Per Capita		FT Emps.	Max. Proximity		Max. Total Pts.
		Max. Pts.	(Millions)	Max. Pts.	(Millions)	Max. Pts.	(Millions)	Max. Pts.	(Millions)	Income	Max. Pts.		Miles	Pts.	
RICHTON PARK	13,705	15	\$168	15	\$8.0	15	\$2.6	15	\$1.2	\$27,753	65	5	0	5	100
Summit	11,400	15	\$160	15	\$9.4		\$2.9		\$1.0	\$16,308	52	5	23	4	89
Palos Hills	17,484	15	\$387	3	\$7.4	15	\$2.0	15	\$1.8	\$29,783	64	5	20	4	82
North Aurora	16,760	15	\$496	0	\$7.8	15	\$2.0	15	\$1.4	\$34,710	50	5	54	0	80
Markham	12,625	15	\$142	15	\$13.5	10	\$4.6	15	\$1.0	\$19,318	103	4	10	5	79
Lemont	16,000	15	\$702	0	\$6.9	15	\$2.3	15	\$1.3	\$36,928	62	5	30	3	78
Bradley	15,932	15	\$293	5	\$11.1	10	\$1.9	10	\$1.4	\$24,709	82	5	27	3	78
Morris	13,636	15	\$289	5	\$7.7	15	\$1.4	15	\$1.0	\$29,124	74	5	42	2	77
Montgomery	18,438	10	\$421	0	\$8.9	15	\$2.1	15	\$1.5	\$25,882	53	5	47	0	75
Bourbonnais	18,631	10	\$326	5	\$6.9	15	\$1.4	15	\$1.6	\$25,910	58	5	27	3	73
Crest Hill	20,943	10	\$374	3	\$8.2	15	\$1.6	10	\$1.7	\$23,583	58	5	31	3	71
Riverside	8,875	10	\$330	3	\$7.8	15	\$4.2	10	\$1.0	\$46,334	42	4	33	3	70
Shorewood	15,615	15	\$498	0	\$9.1	15	\$1.3	15	\$1.2	\$42,763	58	5	29	3	68
Bridgeview (2011)	16,446	15	\$562	0	\$21.2	0	\$3.2	15	\$1.2	\$21,437	108	4	26	3	67
Manteno	9,224	10	\$183	15	\$4.1	5	\$1.5	5	\$0.8	\$27,773	34	3	20	4	67
Forest Park	14,167	15	\$353	3	\$17.9	3	\$4.1	10	\$1.2	\$34,756	119	3	42	2	66
Minooka	10,924	15	\$291	5	\$4.6	5	\$1.6	10	\$0.8	\$31,221	41	4	38	2	66
Western Springs	12,975	15	\$781	0	\$8.4	15	\$3.7	10	\$1.0	\$56,872	61	5	27	3	66
New Lenox	24,692	5	\$794	0	\$13.6	10	\$2.8	15	\$2.0	\$33,750	104	4	14	5	64
Darien	22,086	10	\$900	0	\$11.6	10	\$2.0	15	\$1.8	\$40,121	70	5	37	2	62
Lisle	22,390	10	\$1,009	0	\$11.8	10	\$3.4	15	\$1.8	\$43,487	111	3	39	2	60
Mokena	18,740	10	\$765	0	\$8.4	15	\$1.0	0	\$1.6	\$37,555	76	5	12	5	60
Westchester	16,718	15	\$670	0	\$13.9	5	\$5.7	3	\$1.3	\$30,593	103	4	35	2	59
Villa Park	21,904	10	\$620	0	\$16.9	3	\$3.1	15	\$1.9	\$28,231	127	3	41	2	58
Channahon	12,560	15	\$320	5	\$22.0	0	\$1.0	0	\$1.0	\$29,600	54	5	37	2	57
Homewood	19,323	10	\$407	0	\$16.8	3	\$4.8	5	\$1.6	\$32,006	104	4	7	5	57
Matteson	19,023	10	\$469	0	\$22.2	0	\$4.2	10	\$1.5	\$29,902	143	2	3	5	57
Brookfield	18,978	10	\$473	0	\$13.3	10	\$7.3	0	\$1.5	\$31,651	96	4	35	2	56
La Grange	15,550	15	\$781	0	\$12.6	10	\$5.9	3	\$1.3	\$48,333	96	4	32	3	55
Dolton (2011)	23,153	5	\$240	10	\$18.3	3	\$4.5	5	\$2.0	\$21,742	126	3	17	4	55
University Park(2011)	7,129	5	\$129	15	\$9.5	0	\$11.2	0	\$0.4	\$20,083	83	5	6	5	55
Park Forest	21,975	10	\$165	15	\$18.7	0	\$11.0	0	\$1.9	\$21,971	163	0	3	5	55
Lockport	24,839	5	\$649	0	\$10.0	15	\$5.2	5	\$2.1	\$31,218	85	5	26	3	53

VILLAGE OF RICHTON PARK, ILLINOIS
Criteria Comparisons
 (All Municipalities)

Municipality	Pop.	EA Value		G.F. Exp. (Millions)	Max. Gen. Fnd. Prop.		State Income		Per Capita Income	Max. Pts.	FT Emps.	Max. Proximity		Max. Total Pts.
		Max. Pts.	(Millions)		Max. Pts.	Tax (Millions)	Max. Pts.	Miles				Pts.		
RICHTON PARK	13,705	15	\$168	\$8.0	15	\$2.6	15	\$1.2	\$27,753	15	65	0	5	100
Blue Island	22,556	10	\$245	\$18.3	3	\$3.5	10	\$2.3	\$18,011	10	140	14	2	53
Crete	8,259	10	\$195	\$1.7	0	\$0.5	0	\$0.7	\$31,383	15	37	7	3	53
Steger	9,570	10	\$126	\$1.0	0	\$0.5	0	\$0.8	\$22,935	15	36	5	3	53
Bellwood	18,156	10	\$263	\$20.2	0	\$11.4	0	\$1.6	\$20,839	10	121	40	3	50
River Forest	11,219	15	\$573	\$12.5	10	\$5.8	3	\$1.0	\$66,028	0	74	37	5	50
Westmont	24,685	5	\$876	\$18.2	3	\$4.0	10	\$2.0	\$34,424	15	99	35	4	49
Manhattan	7,051	5	\$189	\$2.9	0	\$1.3	5	\$0.6	\$30,313	15	26	17	0	49
Alsip	19,222	10	\$599	\$16.0	5	\$6.8	0	\$2.0	\$25,286	15	122	18	3	47
Geneva	21,495	10	\$972	\$13.9	5	\$3.9	10	\$1.8	\$42,995	10	161	56	0	45
Homer Glen	24,220	5	\$960	\$7.1	15	\$0.0	0	\$2.1	\$34,853	15	10	22	0	44
Evergreen Park	19,852	10	\$418	\$20.7	0	\$5.4	3	\$1.7	\$28,499	15	132	19	2	44
Hinsdale	16,816	15	\$1,721	\$17.0	3	\$5.9	3	\$1.4	\$75,596	0	93	33	4	43
Wilmington	6,212	3	\$134	\$3.9	3	\$0.9	0	\$0.4	\$26,984	15	33	32	3	42
Braidwood	6,785	3	\$126	\$2.7	0	\$1.3	5	\$0.5	\$25,084	15	29	36	2	37
Frankfort	17,949	15	\$879	\$1.8	0	\$0.1	0	\$0.0	\$45,285	10	84	9	5	35
Coal City	5,587	3	\$112	\$2.5	0	\$0.7	0	\$0.4	\$27,221	15	25	39	0	30
Melrose Park	21,767	10	\$637	\$47.1	0	\$8.7	0	\$2.2	\$17,072	10	237	41	0	27

Population:

Initial Population Screen: Communities with a population between 5,000 to 25,000

Community Parameters:

North - North Avenue (extended west); East - the City of Chicago and Indiana Border; South - Highway 17 (extended West); West - Highway 47 (extended south)

Sources:

Illinois State Comptroller Office Annual Financial Report for 2012 (unless year noted otherwise); Population; Equalized Assessed Value; General Fund Expenses; General Fund Property Tax; State Income Tax; Number of Full-time Employees.

"American FactFinder" United States Census Bureau: Per Capita Income.

MapQuest: proximity to Richton Park.

Appendix C

Appendix C:

Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed herein and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached proposal is a firm offer for a period of 90 days following receipt by the City. The City may accept the attached proposal without further negotiation at any time within the 90-day period, except recognizing that execution of contract not affecting the scope or costs would be required. Proposals should, therefore, be submitted initially on the most favorable terms, from both price and technical standpoints.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the City whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. I/we understand and acknowledge that prospective firms shall not contact any City employee or official on matters relating to this RFP, except as indicated herein or except as authorized in writing by the Director of Administration.
3. I understand that the City will not reimburse me/us for any costs incurred in the preparation and submission of this proposal or in the preparation for and attendance at subsequent interviews.
4. I/we warrant that, in connection with this submission:
 - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor.
 - c. No attempt has been made or will be made by I/we to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
5. I/we understand and acknowledge that I/we are responsible for being familiar with all conditions, instructions, and documents governing this RFP; and that failure to make such preparations shall not excuse the respondent from the duties, obligations, or repercussions that may be imposed under or result from this RFP.
6. I/we understand and acknowledge that the City reserves the right to disqualify incomplete proposals, waive minor defects, as it deems applicable or appropriate in the proposals, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all proposals

without penalty, and take any steps necessary to act in the City's best interest. This RFP does not obligate the City to contract for services specified herein.

7. I/we understand and acknowledge that no respondent shall have any claims or rights against the City arising out of participation by a respondent in the RFP process; and that no respondent shall have any claims or rights against the City for the failure to award a contract to it, or for awarding a contract to another person, firm, or corporation, regardless of whether the other person, firm, or corporation participated in the RFP process or did not submit a proposal that complied with the RFP; and that a notice of award shall not constitute acceptance by the City, as the City's only method of acceptance is the execution of a formal written contract as approved by the Common Council in accordance with law.

8. I/we understand and agree that if the firm's proposal is accepted, the firm is to furnish and provide all labor, materials, tools, and equipment necessary.

9. I/we understand and agree that all proposals will become the property of the City and that entire proposals may not be marked as "Confidential" or "Proprietary." In the event the City determines that a portion of a proposal labeled "Confidential" or "Proprietary" does not qualify as such, the City may provide the respondent with an opportunity to remove such designation or to withdraw their proposal. Specific language relative to confidentiality of proprietary information is under review for inclusion in the final contract.

10. I/we understand and acknowledge that the items in Appendix D, Standard Form Provisions Anticipated for a Professional Services Agreement, are provisions that the City regularly incorporates into professional services agreements, and, if awarded the contract, I/We will accept such provisions as a component of professional services agreement, and further understand that the City, nonetheless, reserves the right to amend or alter such Standard Form Provisions upon mutual considerations.

11. Check One Box:

I/we have no exceptions with the Certifications and Assurances as set forth above.

I/we have described in detail, and attached hereto, any exceptions to the Certifications and Assurances and recognize that such exceptions may be cause, at the sole discretion of the City, for disqualification of the proposal.

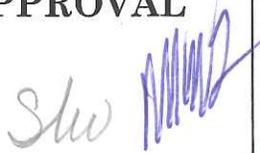
Print Name JOELLEN C. EARL

Signature 

Date 7/30/14

Title: CO-OWNER

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<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/16/2014</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) Support and Database Maintenance Services for 2015</p>	<p>ITEM NUMBER</p> <p><i>G.14.</i></p>

Geographic Marketing Advantage, LLC has served as the City's primary consultant on its GIS system. City staff is very pleased with the performance of this company and its employees and is interested in continuing this relationship for an additional year. The owner, Todd Niedermeyer, and his employee, Brian Fausel, have been very responsive in addressing our needs and very dedicated to continuing to move GIS forward.

Staff seeks authority to execute a contract extending the term through 2015 and adjusting the rates by 2.5% effective January 1, 2015. The requested 2.5% rate adjustment is in line with the adopted budget. Other than the rate adjustments, the 2015 contract would be in the same form as for the current year.

The contract would reflect the 2015 budget as approved and, in general, is funded approximately 80% by the General Fund with approximately 20% split between the Sewer and Water Funds. A marked-up copy of the current contract is attached for your convenience.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to execute a contract with Geographic Marketing Advantage, LLC for Geographic Information System Support and Database Maintenance Services in a form substantially equivalent to the 2014 contract but incorporating a 2.5% rate increase effective January 1, 2015.

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, ~~2013~~2014, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Geographic Marketing Advantage, LLC, a Wisconsin Limited Liability Corporation (hereinafter "CONSULTANT"), whose principal place of business is 8757 W. Elm Ct, Franklin, WI 53132.

WITNESSETH

WHEREAS, CONSULTANT is duly qualified and experienced as a 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 employ CONSULTANT in connection with outsourcing the design, development, and operation of an enterprise GIS for the City of Franklin.

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONSULTANT shall provide services to CLIENT for the continuation of services for operation and support of the City of Franklin's GIS and for performing updates and maintenance to the GIS database. Services to be provided under this AGREEMENT are provided in Attachment A.
- B. CONSULTANT shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies, and will give consultation and advice to CLIENT during the performance of said services. CONSULTANT may employ the services of outside consultants and subcontractors when deemed necessary by CONSULTANT to complete work under this AGREEMENT.
- C. CONSULTANT is an independent contractor 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.

- E. CONSULTANT maintains certain copyrighted source documents that are subject to periodic independent evaluation and updates. CONSULTANT reserves the right to use copyrighted source documents and be compensated for such use, in an amount as mutually agreed upon, when it is necessary or convenient to accomplish the Basic Services covered by this AGREEMENT, and the fee for such use would be less than or equal to the cost of providing the same service through the creation of original source documents. For all copyrighted works provided to CLIENT, CONSULTANT grants CLIENT permission to reproduce such works in any manner; prepare derivative works; and lend, lease, rent, or transfer ownership to any private or public entity involved with the operation, financing, and use of the City of Franklin GIS. CLIENT agrees that the use of materials prepared from copyrighted source documents will be limited to the project needs encompassed by this AGREEMENT. Use of materials prepared from copyrighted source documents for other purposes shall be limited to reproduction for criticism, comment, news reporting, teaching, scholarship, research, or similar activities covered by the "fair use" principles of the copyright law. All copyrighted source documents will be clearly marked by the CONSULTANT.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONSULTANT, for and in consideration of the performance of Basic Services further described in Attachment A for a total not-to-exceed cost in the amount of ~~\$124,300~~124,850, in accordance with Attachment "B" and 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 undisputed CONSULTANT's invoice within 30 days of invoice date for all approved work.
- B. CONSULTANT will invoice CLIENT on an hourly basis for tasks identified in Attachment A. Total cost will not exceed ~~\$117,552~~120,488 unless changes to the project budget are specifically agreed upon by CONSULTANT and CLIENT and documented in writing. For services rendered, invoices will clearly state the percentage of work completed and the fee earned.
- 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 draft and final reports, it will notify CONSULTANT in writing within thirty (30) days of receipt of report and the CONSULTANT will remedy the deficiencies within thirty (30) days of receiving CLIENT's review.
- E. CONSULTANT shall not initiate any services prior to January 1, ~~2014~~2015 and shall complete all services covered by this AGREEMENT by December 31, ~~2014~~2015, excepting for delays caused through no fault of the CONSULTANT or except when continued month-to-month as provided for herein.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONSULTANT 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 as mutually agreed upon will be made to compensate CONSULTANT for any incremental labor or direct costs. 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.
- B. CLIENT and CONSULTANT reserve the right to subsequently amend this AGREEMENT to include additional services. Compensation and schedule for completion for additional services will be as agreed by CLIENT and CONSULTANT prior to the start of work on said additional services and may be incorporated as an Addendum to this AGREEMENT.

IV. ASSISTANCE AND CONTROL

- A. Todd Niedermeyer, or designee, will perform 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, Todd Niedermeyer as CONSULTANT's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.
- D. CONSULTANT shall maintain all records pertaining to this AGREEMENT until at least three (3) years following its completion of the services hereunder and CLIENT shall have the right to inspect and copy such records upon request.

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT 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 performed and expenses incurred up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential AGREEMENTs for services with other parties.

B. In the event that this AGREEMENT is terminated for any reason, CONSULTANT shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONSULTANT may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONSULTANT harmless for any work that is incomplete due to early termination.

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

VI. INSURANCE

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

A. Limit of General/Commercial Liability	\$1,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Workers' Compensation and Employer's Liability	Per Statute
D. Professional Liability	\$1,000,000

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 written notice to CLIENT.

The CONSULTANT agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the CLIENT from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any negligent or intentional and wrongful act or omission of CONSULTANT.

VII. TIME FOR COMPLETION

Subject to the conditions of Section II E., CONSULTANT shall commence immediately upon receipt of a Notice to Proceed to complete all work required herein. The CONSULTANT shall exert all reasonable effort to adhere to the services in Attachment A except that the services may be notified with the approval of CLIENT and shall be extended day for day for any delay introduced during CLIENT's review of products or in the general conduct of the project.

VIII. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for all 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.

IX. CONFIDENTIALITY

CONSULTANT shall keep confidential, except as may be required to perform its obligations under this AGREEMENT, any and all confidential information of the CLIENT of which the CONSULTANT has knowledge, possession, or to which the CONSULTANT has access. This confidentiality obligation shall survive the termination of this AGREEMENT.

X. TERM

This AGREEMENT shall cover a period including all of calendar year 2014-2015 and shall continue thereafter on a month-to-month basis, at the fixed hourly rates provided for herein, until such time that the AGREEMENT is terminated, as provided for herein, or modified or extended by a separate, future AGREEMENT.

XI. AMMENDMENTS TO THE AGREEMENT

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

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

City of Franklin, Wisconsin

Geographic Marketing Advantage, LLC

BY: _____

BY: _____

PRINT NAME: Mark W. Luberd

PRINT NAME: Todd Niedermeyer

TITLE: Director of Administration

TITLE: President, Sole Member

DATE: _____

DATE: _____

Attachment A

Continued GIS Support and Services for 20142015

On-Site Management and Technical Support of GIS Operation

- Monitor EditApp to determine continued effectiveness and operability and to participate, including testing and development review, in capital projects to join Govern and ESRI through a new Govern-Interface methodology as determined.
- Continue communications and coordination with the City's Administration and Information Technology Support Providers
- Provide technical and programming services as needed by the City
- Setup login parameters for ArcGIS licenses
- Support database management
- Evaluate data quality and data errors
- Provide GIS user support
- Produce product to support special requests, including but not limited to map development
- Provide continued documentation, instruction and training
- Installation of software and software updates
- Load new and revised GIS data
- Provide other support as needed by the City
- Provide training on GIS applications and tools, including website tools
- Perform GIS database updates and maintenance, including related applications such as but not limited to Signview and Sewerview (Note: City staff will also continue to perform similar and related tasks. As such, Contractor will be evaluated on this aspect based upon their accuracy and productivity in performance of this contracted service.)
- Work with ESRI and Cartegraph Products and Services
- Help develop, support, and promote additional GIS applicability and use throughout City Departments.
- Maintenance and continued development, with approval of the Director of Administration, of the web-based GIS portal used for public access to mapping services.

Attachment B

**Geographic Marketing Advantage, LLC
TOTAL "NOT TO EXCEED" BUDGET
for
Continued On-Site Support Services And
GIS Database Updates and Maintenance**

Service	Approx. Number of Hours Per Week	Approx. Number of Weeks	Approx. Total Hours	Fixed Hourly Rate	Budget
On-Site Administrative and Project Management Support of GIS Operations (Project Manager)	16	50	800	\$ 86.52 <u>88.68</u>	\$69,216 <u>70,944</u>
Technical and Mapping Support	16	50	800	\$ 60.42 <u>61.93</u>	\$48,336 <u>49,544</u>
Total Estimated Expenditure					\$117,552 <u>120,488</u>
Available for Additional Services Authorized in Writing					\$6,748 <u>4,362</u>
Total "Not to Exceed"					\$124,300 <u>124,850</u>

<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/16/2014</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>“Off-The-Shelf” EditApp Solution Project– Information Services Department</p>	<p>ITEM NUMBER</p> <p><i>G.15.</i></p>

The purpose of this Council Action Sheet is to provide a status update on a budgeted capital item project in the Information Services Department. The 2014 Budget provides \$10,000 for an Off-The-Shelf EditApp Solution (Part 2), and the 2013 Budget provided \$15,000 for phase 1 of the project, which was not spent. Although the project has been actively in development and worked on for over a year, no money has been spent and no contract has been issued.

EditApp is a “custom” software tool that the City developed through a software developer over 10 years ago. It is the software that allows the ESRI GIS software (mapping) to communicate with Govern, such that one uniform database is used for properties and property owners across govern, licensing, and mapping. Every 4 to 6 years it is necessary to upgrade EditApp to ensure that the custom software remains current with upgrades to the off-the-shelf products like Govern and ESRI. The last upgrade was over \$60,000.

Given the development costs, the City budgeted to purchase an off-the-shelf product (meaning something commercially available) because Govern had indicated an intent to develop one. We have worked with Govern for a year and tested versions with some success. Unfortunately Govern has recently concluded that they will not complete the development. We did not have any direct costs to Govern for that work, but we did lose staff and contracted staff time and effort. Fortunately, during that interim period, ESRI has recently developed and expanded Parcel Data Tools as off-the-shelf tools that can be used with their system to perform much of what we currently get from EditApp. Additionally, we have upgraded another piece of software to a newer version which has enabled EditApp to continue to remain viable in the near term. Nonetheless, a more permanent fix is mandatory.

The City of Franklin conducted an in-house analysis of the EditApp update options. They consisted of the following: (1) upgrading the existing customized tool, (2) utilizing a Govern/GIS integration tool, or (3) replacing EditApp with an existing ESRI parcel data model. Upgrading the existing tool can’t guarantee compatibility with forthcoming ESRI GIS software releases and, as discussed, could be very expensive in the long term, which is why we previously concluded to move away from this strategy. The Govern/GIS tool option became non-viable as Harris (Govern’s owner) decided not to pursue completing their product.

The utilization of the ESRI parcel data model would be cost effective, conform to the Technology Commission’s directive to target “out-of-the-box” or “off-the-shelf”, and maintains

GIS best practices. It would be cost effective as the model or tool is available at no extra charge from ESRI. Using the tools will require reworking some workflow processes and will require contracting with an outside GIS vendor to establish the data links between the various SQL databases. This DBA-type work, however, is much easier than having custom software written.

This project, therefore, in its revised form will spill over into 2015. Absent other direction from the Common Council, staff will complete its analysis of the functionality of the ESRI tool relative to the existing EditApp functionality and will determine and evaluate necessary workflow changes. At that point, assuming everything checks out, the Common Council will be presented with a budget modification requesting to re-appropriate funding for the project, as the current year's funding will lapse and drop to the fund balance at the end of 2014. The appropriations from the budget modification will primarily be used to contract for the data services linking the Govern database with the ESRI product and converting existing data. We will also evaluate if any other costs are necessary to address the changes in workflow. I fully expect that the full cost will be less than the combined amounts budgeted for the project in 2013 and 2014; all of which funds have remained unspent.

COUNCIL ACTION REQUESTED

Motion to receive and file and to authorize staff to return the project proposal and a budget modification to the Common Council at such time that final recommendations are available.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/2014
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.
<p data-bbox="203 380 933 415">See attached list from meeting of December 16, 2014.</p> <p data-bbox="537 1539 1105 1575" 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*

Aldermen's Room

December 16, 2014 – 5: 45 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator - New 2014-15 5:50 p.m.	Martinez, Cynthia C 10135 W Forest Home Ave., #201 Hales Corners, WI 53130 Swiss Street Pub & Grill			
Operator - New 2014-15	Bandle, Heather A 10380 W Plumtree Circle, #204 Hales Corners, WI 53130 The Landmark			
Operator - New 2014-15	Gaedtke, Cheri L 8037 W High St Franklin, WI 53132 The Landmark			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Saint Paul's Lutheran School – Community Picnic Fee Waivers: Park Permit Date of the Event(s): 5/28/2015 (noon to 3pm) Location: Vernon Barg Pavillion at Lions Legend II			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Police Citizen Academy Alum Association – Recognition and Appreciation Event of Law Enforcement Personnel and Their Families Fee Waivers: Park Permits Date of the Event(s): 07/12/15 Location: Legend Park II – Vernon Barg			
3.	Adjournment	Time		

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

APPROVAL <i>Slw Pol</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/16/14
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached is a list of vouchers dated November 27, 2014 through December 11, 2014 Nos. 154615 through Nos. 154778 in the amount of \$ 3,547,584.05 Included in this listing is EFT's Nos. 2755 through Nos. 2769 and Library vouchers in the amount of \$ 6,690.51. Attached is a list of voided checks in the amount of \$ (30.00).

The net payroll dated December 12, 2014 is \$ 356,026.52 previously estimated at \$ 345,000.00. Payroll deductions for December 12, 2014 are \$ 206,460.55, previously estimated at \$ 200,000.00.

The estimated payroll for December 26, 2014 is \$ 355,000.00 with estimated deductions of \$ 370,000.00.

Attached is a list of property tax settlements dated December 11, 2014 Nos. 13297 through Nos. 13300 in the amount of \$ 474.35.

Payment to Buxton in the amount of \$25,000.00 for 50% of the contract amount for the economic retail study.

COUNCIL ACTION REQUESTED

Motion approving net general checking account City vouchers in the range of Nos. 154615 through Nos. 154778 in the amount of \$ 3,547,584.05 dated November 26, 2014 through December 11, 2014.

Motion approving the net payroll dated December 12, 2014 in the amount of \$ 356,026.52 and payments of the various payroll deductions in the amount of \$ 206,460.55 plus any City matching payments, where required.

Motion approving the net payroll dated December 26, 2014 estimated at \$ 355,000.00 and payments of the various payroll deductions estimated at \$ 370,000.00, plus any City matching payments, where required.

Motion approving property tax refunds in the range of Nos. 13297 through Nos. 13300 in the amount of \$474.35 dated December 11, 2014.

Motion approving the payment to Buxton in the amount of \$25,000.00.